

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, MAY 4, 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**
 - A. Proclamation – Motorcycle Awareness Month (A.B.A.T.E. of Illinois)
- VI. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – April 20, 2026
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Appointment of Gabriel Tongate to the Plan Commission, Term Expiring April 30, 2031.
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
 - A. Resolution 02-27 – A Resolution Authorizing the Execution of a Collective Bargaining Agreement Between the Village of Morton and the Police Benevolent Labor Committee (Patrol Officer).
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Resolution 03-27 – A Resolution Authorizing the Execution of a Side Letter Agreement Between the Village of Morton and the International Association of Firefighters Local #4952 (Fire & Paramedics) Regarding Promotions.
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Waive Formal Bidding and Acceptance of Proposal from Bauman Trailer Sales & Service Inc. (Goodfield, IL) for a new 2026 16-14 UT Air Tow Trailer for the Street Department in the Amount of \$27,796.00.
 - B. Approval of additional Concrete Curb & Gutter Removal & Replacement work in the Amount of \$509,905.40 for S. Glen Ave. (W. Edgewood St. to W. Birchwood St.) and for S. Indiana Ave., S. Kansas Ave. and S. Louisiana Ave. from E. Jefferson St. to E. Crestwood St. at previously bid & accepted unit prices as part of the 2026 Miscellaneous Concrete Repairs Project as Awarded to Gensini Excavating, Inc. on April 6, 2026.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
 - A. Ordinance 27-01 – An Ordinance Annexing the Property Known as 2607 West Jackson Street, Morton, Illinois to the Village of Morton.
 - B. Resolution 01-27 – A Resolution Accepting Utility Easements from Wes Roodhouse Regarding 2607 West Jackson Street.
 - C. Petition for Annexation – 2607 W Jackson St. (PIN 06-06-07-401-012).

- D. Petition No. 26-04ZA – A Petition has been received for 700 W Jefferson St. requesting a Zoning Amendment (B-2 to R-2).
- E. Permit Type Reports – FY26 Q4 & YTD FY21 through FY26.
- F. Ordinance 27-02 – An Ordinance Making Amendments to Title 4 of the Morton Municipal Code Regarding the Adoption of Building Codes.

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

PROCLAMATION A.B.A.T.E. OF ILLINOIS

WHEREAS, safety is the highest priority for the highways and streets of our Village and State; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a primary, common, and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our Village and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of ABATE of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the general public in our Village and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past nine years; and

WHEREAS, all motorcyclists should join ABATE of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of citizens of our Village and State; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

WHEREAS, during the month of May, all roadway users should unite in the safe sharing of roadways within the Village of Morton, and throughout the great State of Illinois;

THEREFORE, I, Jeffrey L. Kaufman, President of the Village of Morton, in the great State of Illinois, in recognition of 39 years of ABATE of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness **DO HEREBY PROCLAIM THE MONTH OF MAY, THIS YEAR 2026 AS MOTORCYCLE AWARENESS MONTH** in the Village of Morton, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the Village of Morton to be affixed.

DATED this 4th day of May, 2026.

Jeffrey L. Kaufman
President of the Board of Trustees

ATTEST:

Village Clerk

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., APRIL 20, 2026**

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 – None

PUBLIC COMMENT – None

CONSENT AGENDA

Trustee Leitch requested removal of Approval of Bills from the Consent Agenda, which then consisted of the following:

- A. Approval of Minutes.
 - 1. Regular Meeting – April 6, 2026

Trustee Parrott moved to approve the Consent Agenda. 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

CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA

Trustee Leitch then moved for Approval of Bills (removed from Consent Agenda) with an amendment to modify a \$3,000 expense for Creative Landscaping to be reallocated to Tourism Funds since the expense is intended for trees at Church Square. 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

VILLAGE ADMINISTRATOR

Administrator Smick presented the Fiscal Year 2027 Budget. She noted it remains as previously presented with a \$9.8 million deficit due to capital projects. Trustee Leitch moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

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

Administrator Smick then presented a Building Improvement Grant for Tiki Pool & Spa at 135 S. First St. for \$10,000. The funds will help the business cut a new second entrance to move their retail store into that location, as well as cut a new exit with windows on the front and back of the Morton Community Foundation building. Trustee Leitch moved to approve. Motion was seconded by Trustee Cirilli and approved with the following roll call vote:

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

Administrator Smick then presented the Spring Tourism Grant Round recommendations. She noted that the reviewed applications totaled \$78,250 in requests, and the recommended grant total is \$49,250. Trustee Parrott moved to approve. 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

CHIEF OF POLICE

Chief Darche requested to waive formal bidding and accept a proposal from Mike Murphy Ford Inc. for a new 2026 Ford F150XL Super Duty 4wd truck in the amount of \$48,000.00 for FY27. During discussion, he explained the truck will be driven primarily by one person as an administrative vehicle but will be available 24 hours a day for patrol officers if they need a truck bed to transport items. Because of this added versatility, the department plans to reduce its standard squad car purchase this year from three vehicles to two. Trustee Blunier moved to approve. Motion was seconded by Trustee Parrott 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 presented Resolution 37-26 authorizing a side letter agreement with IAFF Local #4952 regarding the promotion of Kristopher Ambrosia to Fire Captain. He noted this will be the first Captain in the department's history. He explained that Ambrosia, who currently serves as the training officer, has been instrumental in getting new firefighters up to speed and is a good fit for the position. He also outlined future rank structuring, stating that a testing process will be established for Engineers in 2027 and further Captains in 2029, with an ultimate goal of having one Engineer and one Captain per shift. 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

DFE Hale then informed the Board of an upcoming educational webinar regarding battery energy storage planning and safety, noting that surrounding communities are increasingly being approached for these systems.

DIRECTOR OF PUBLIC WORKS

DPW Loudermilk requested to waive bidding and accept proposal from Bob Grimm Chevrolet for a 2026 Chevrolet 1500LT truck (\$45,070.00). He explained this new truck is for the mechanic. The mechanic's current 8-year-old truck, which is still in excellent condition, will be handed down to the Wastewater Department. Trustee Parrott moved to approve. Motion was seconded by Trustee Menold and approved with the following roll call vote:

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

DPW Loudermilk then requested to waive bidding and accept proposal from Lighthouse Automotive for a 2026 GMC Sierra 2500HD truck (\$50,325.00). This 3/4-ton truck will replace the Street Superintendent's vehicle, allowing him to be a "working superintendent" capable of pulling barriers and equipment. His previous truck will be handed down to the Gas Department. Trustee Hilliard moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

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

DPW Loudermilk then requested to waive bidding and accept proposal from Bob Grimm Chevrolet for a 2026 Chevrolet 3500HD truck without a bed (\$49,800.00). DPW Loudermilk noted this will serve as a general maintenance truck for the Street Department, replacing a truck that was transferred to Wastewater a year ago. Trustee Parrott 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

DPW Loudermilk then presented Ordinance 26-33 – Amendments to Section 8-4-9 Regarding Bulk Water Rates. He explained that the Village's only bulk water station is at the Public Works garage on Detroit Ave and is primarily used by boring contractors. The rate will increase to \$20 per 1,000 gallons, with an automatic 6% increase each May, to ensure the station pays for its own maintenance. Trustee Leitch moved to approve. Motion was seconded by Trustee Cirilli and approved with the following roll call vote:

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

DPW Loudermilk then presented Ordinance 26-34 – Amendments to Section 8-2-15 Regarding the Gas Rate Schedule. He noted the gas markup has not been increased in several decades. The markup will increase from 20 cents to 21 cents effective May 1, with another 1-cent increase scheduled for May 2029. He explained this funds operations, maintenance, and major capital improvements. Additionally, base service charges will be rounded up (\$10 for residential, \$15 for small commercial, \$25 for large commercial), which will generate approximately \$100,000 in revenue. He added that even with the increase, Morton’s gas rates remain roughly 40% cheaper over the course of a year compared to Ameren. Trustee Menold moved to approve. 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 TRUSTEES

Trustee Blunier commended DPW Loudermilk for his efficient vehicle strategy, noting that the practice of handing down well-maintained older vehicles to other departments allows multiple employees to receive upgraded vehicles while the Village only has to purchase one.

ADJOURNMENT

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

ATTEST:

PRESIDENT

VILLAGE CLERK

RESOLUTION NO. 02-27

**RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MORTON
AND THE POLICE BENEVOLENT LABOR COMMITTEE (PATROL OFFICER)**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 *et seq.*, the Village of Morton is authorized to enter into collective bargaining agreements;

WHEREAS, the Board of Trustees deems it to be in the best interests of the Village to enter into a collective bargaining agreement with the Police Benevolent Labor Committee for the Patrol Officer bargaining unit.

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

Section One: The President and the Village Clerk of the Village of Morton are hereby authorized to execute a collective bargaining agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

Section Two: This Resolution shall be in full force and effect upon its passage and approval as required by law

Section Three: This Resolution supersedes any resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

Section Four: 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 _____, 2026; 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 _____, 2026.

President

ATTEST:

Village Clerk

PBLC

and

VILLAGE OF MORTON

Patrol Officers and Sergeants

May 1, 2025 – April 30, 2029

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AGREEMENT

THIS AGREEMENT is made this _____ day of _____, by and between the VILLAGE OF MORTON, an Illinois municipal corporation, (hereinafter referred to as the "Employer") and **the POLICE BENEVOLENT LABOR COMMITTEE** (hereinafter referred to as the "Union".) The individual persons covered by this Agreement are sometimes referred to as "Employees."

RECITAL

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the Employees in the bargaining unit and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent as well as to adjust misunderstandings and grievances relating to Employee's wages, hours, and working conditions.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include all sworn peace officers in the rank of Patrolman, Detective, and Sergeant in the Morton Police Department.

Positions EXCLUDED from the above-described bargaining unit shall include all sworn police officers above the rank of Sergeant, non-sworn personnel, and any others excluded by the Illinois Public Labor Relations Act as now in force or as may be amended from time to time.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include but not be limited to the following:

1. To determine the organization and operations of the Morton Police Department;
2. To determine and change the purpose, composition, and function of each of its constituent departments and subdivisions;
3. To set standards for the services to be offered to the public;
4. To direct the Employees of the Morton Police Department, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign, and schedule Employees subject to the powers, rules and regulations of the Board of Police Commissioners of the Employer;
6. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve Employees from duties because of lack of work or funds or other proper reasons;
7. To contract out work when essential in the exercise of non-police power;
8. To establish work schedules and to determine the starting and quitting time and the number of hours to be worked;
9. To establish, modify, combine, or abolish job positions and classifications;
10. To add, delete, or alter methods of operation, equipment, or facilities;
11. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased;
12. To suspend, demote, discharge, or take other disciplinary action against employees for just cause, subject

- to the powers, rules, and regulations of the Board of Police Commissioners of the Employer; and
13. To add, delete, or alter policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 3 - NO-STRIKE

Section 3.1. No-Strike Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee shall refuse to cross any picket line by whomever established in connection with the line of duty.

Section 3.2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damage, direct or indirect, upon complying with the requirements of this Section.

Section 3.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 3.4. Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 4 - GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an Employee or the Union against the Employer involving the meaning, interpretation, or application of the provisions of this Agreement. Any time period provided or under the steps in the grievance procedure may be mutually extended or contracted.

Step 1: The Employee, with or without a Union representative, may take up a grievance with the Employee's immediate supervisor within fifteen (15) calendar days of its occurrence or circumstance giving rise to a grievance or when first known by the grievant. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion.

Step 2: If not adjusted in Step 1, then grievance shall be reduce to writing on the grievance form attached to the parties' agreement as Appendix A and presented by the Lodge to the Chief of Police within fifteen (15) calendar days following the receipt of the supervisor's answer in Step 1. The Chief of Police shall attempt to adjust the grievance as soon as possible and therefore will schedule a meeting with the Employee, his immediate supervisor or shift commander, and Union representative within ten (10) calendar days after receipt of the grievance from the Union. The Chief of Police shall, within fifteen (15) calendar days of the meeting, render a decision based on the information supplied during the meeting. If the resolution of the grievance requires the expenditure of funds beyond available budgeted funds, or would require the deviation from village personnel policies, the grievance shall be referred to Step 3. In the event that Step 2 is utilized and not adjusted, the grievance shall bypass Step 3 and be referred to Step 4.

Step 3: If the grievance is not resolved prior to this Step, the grievance shall be reduced to writing and presented by the Union to an Employer's Grievance Committee composed of a representative from the employer appointed by the President of the Board of Trustees, and the Chief of Police within fifteen (15) calendar days following the receipt of the supervisor's answer in Step 1. Within twenty (20) calendar days after the grievance has been filed with the Employer's Grievance Committee, the Committee shall meet, at a mutually agreeable time and place, with the Union and the grievant to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Employer's Grievance Committee shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

Step 4: If the grievance is not resolved prior to this Step, the matter shall be referred for arbitration by written request by the Union made within fifteen (15) calendar days of the Employer's answer in Step 3. Arbitration shall proceed in the following manner:

- A. The Employer and the Union shall each appoint a representative to the arbitration panel. The two arbitrators shall in turn, by mutual agreement, select a third arbitrator to serve as chairman of the arbitration panel. In the event the two arbitrators are unable to agree upon the third arbitrator, they shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list until there is one name remaining. The parties shall determine by flip of a coin who shall strike the first name from the list. The remaining individual shall be the third party and the chairman of the panel. The parties may agree to waive tri-partite arbitration and proceed with a single neutral arbitrator.
- B. The arbitrators shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrators shall confer with the parties to this grievance as necessary and may hold a hearing at the option of the neutral arbitrator. The scope of the hearing shall be at the sole discretion of the neutral arbitrator. The hearing shall only be open to all parties in interest.
- C. The arbitrators shall issue their decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or, if no conference or hearings are required, then from the date when the final grievance documents are submitted to them.
- D. The decision of the arbitrators shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted.
- E. The decision of the arbitrators shall be final and binding to the parties concerned in the grievance.
- F. The cost of the arbitration panel shall be borne equally by the Union and the Employer.
- G. If the arbitration board calls for meetings or hearings and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representatives of the Union.
- H. The arbitrators may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 5 -IMPASSE

The parties agree that if necessary, they will use the impasse resolution procedure pursuant to 5 ILCS 315/14 of the Illinois Compiled Statutes.

ARTICLE 6- DISCIPLINE AND DISCHARGE

Section 6.1. Uniform Police Officers Disciplinary Act

All Employees shall be entitled to all rights accorded them under the Uniform Police Officers Disciplinary Act as now in force or as may from time to time be amended, and the Employer shall follow any procedures required under said Act.

Section 6.2. Discipline Procedure

All disciplinary matters shall remain under the jurisdiction of the Chief of Police subject to the laws of the State of Illinois and the rules and regulations of either the Village of Morton Fire and Police Commission or grievance arbitration. The

election of one forum precludes the other.

Section 6.3. Police Commission

In the event the Village of Morton Police Commission refuses to hear and make a ruling on the appeal of any suspension involving the loss of pay, imposed by the Chief of Police, then in such case employees shall have the right to have such suspension reviewed pursuant to the Grievance and Arbitration Article of this Agreement. Said review would commence with Step 2 of the Grievances and Arbitration Article of this Agreement.

ARTICLE 7 - INDEMNIFICATION

Section 7.1. Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6 of the Illinois Compiled Statutes. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 of the Illinois Compiled Statutes or the Village of Morton liability insurance limit, whichever is greater.

Section 7.2. Legal Representation

Employees shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-1-6.

Section 7.3. Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.

Section 7.4. Applicability

The Employer will provide the protections set forth above where the officer cooperates, as defined in paragraph entitled "Cooperation", with the Employer in defense of the action or actions claimed. If a final non-appealable judgment is entered determining that the officer was acting outside the scope of his employment, the Employer's liability for damages shall be as provided by Illinois law.

ARTICLE 8 - INJURY IN LINE OF DUTY

The Employer agrees to comply with all provisions of 5 ILCS 345/1 and 820 ILCS 320/10 of the Illinois Compiled Statutes as now in effect, or as may from time to time be amended. Employees agree to comply with all provisions of the aforesaid law.

ARTICLE 9 - NON-DISCRIMINATION

Section 9.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

Section 9.2. Non-Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement but rather through the appropriate local, state or federal agency.

Section 9.3. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 9.4. Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 10 - LABOR-MANAGEMENT CONFERENCES

Section 10.1. Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall be held at mutually agreeable times and locations. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting.

Such meetings shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of Morton. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 10.2. Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings unless both parties agree.

ARTICLE 11 - SAFETY ISSUES

Section 11.1. Safety Committee

The Employer shall appoint a designee(s) to represent him in meetings with the Union to discuss safety issues.

The Union will supply a list of designees (not more than one for each shift) in writing to the Employer as safety representatives from the bargaining unit.

The above representatives agree to meet as necessary and requested by either party within ten (10) days after a written notice by either party requesting such a meeting.

Any report or recommendation which may be prepared by either party as a result from such meeting will be reduced to writing and copies submitted to the Employer and the Union.

Section 11.2. Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his/her supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to assure that all equipment necessary to the performance of the employees on duty is in safe working condition.

ARTICLE 12- SUBCONTRACTING

Section 12.1. General Policy

It is the policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product, or in the event of an emergency.

Section 12.2. Part-Time Employees

It is the policy of the Employer to continue to utilize full-time employees as police officers, except as provided in Section 12.3.

Section 12.3. Auxiliary Police

Nothing in this Article shall prohibit the Employer from utilizing the Morton Auxiliary Police as per past practice of the Employer, provided such use is consistent with Illinois law.

Section 12.4. Notice of Change in Policy

Except in cases of an emergency, when the Employer contemplates changing its policy involving subcontracting or work in the bargaining unit area, and such changes amounts to a significant deviation from past practice and would result in the layoff of any bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on the bargaining unit. Such negotiations shall commence within ten (10) calendar days of the Union's receipt of the Employer's notice, unless the parties agree otherwise. Impasses in such bargaining shall be resolved as provided in Article 5, Impasse.

ARTICLE 13 - SENIORITY

Section 13.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service of employment covered by this Agreement from the date of last hire, unless otherwise expressly stated herein.

Section 13.2. Shift Scheduling

Patrol Division shifts shall be selected based on a seniority bid system and further governed by the terms of the parties' Side Letter of Agreement. Probationary employees may be assigned at the discretion of the Employer following the Patrol Division shift bid.

This does not prohibit shifts being changed due to then existing emergencies, which can be filled on a basis other than solely seniority. For purposes of this Article, "emergencies" shall not include staffing shortages resulting from the short-term absence of other employees, but shall mean natural disasters, riots and other unforeseen occurrences that necessitate temporary changes in shift assignments to address the emergency. At the conclusion of the emergency, officers shall be returned to the shifts they bid.

Section 13.3. Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the agreement became effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 13.4. Termination of Seniority

An employee shall lose seniority rights and his seniority broken when he:

- A. Resigns; or
- B. Is discharged for just cause; or

- C. Accepts gainful employment without the approval of the Employer while on an approved leave of absence from the department; or
- D. Is absent for five (5) consecutive scheduled workdays without reasonable notification or authorization; or
- E. Is laid off for more than three years; or
- F. Fails to report for work within 14 calendar days after having been recalled from layoff; or
- G. Otherwise ceases employment.

ARTICLE 14 - LAYOFF AND RECALL

Section 14.1. Layoff

Where there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Union in writing no later than sixty (60) days prior to such layoff, and layoffs may be initiated by the Employer. The Employer will provide the Union with the names of all employees to be laid off prior to the layoff.

Probationary employees, temporary, and part-time employees shall be laid off first, then employees shall be laid off in accordance with their seniority. The employee with the least amount of seniority shall be laid off first. The date of seniority will be based on the seniority list as provided pursuant to Article 13 Sec. 3 (Seniority). All employees shall receive notice in writing of the layoff at least sixty (60) days in advance of the effective date of such layoffs.

Section 14.2. Police Officers

In the event of a layoff of employees covered by this Agreement, the Employer agrees not to hire any personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for offenses.

Except as set forth in this Article 14, layoffs and rehiring of employees covered by this Agreement shall be in accordance with 65 ILCS 5/10-2.1-18 of the Illinois Compiled Statutes.

Section 14.3. Recall

It is understood that recall rights will be limited to thirty-six (36) months.

ARTICLE 15 - REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 15.1. Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that the elected officials of the Union shall be permitted reasonable time off, to attend general, board, or special meetings of the Union, provide that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 15.2. Grievance Processing

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Union representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the on duty shift supervisor or the Chief of Police; or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operations of the Employer.

Section 15.3. PBPA State or National Conventions

Two employees who have been chosen as a delegate to a PBPA state or national Convention will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for a period of time not to exceed three (3) days per calendar year to attend such Convention. Employees shall be permitted to utilize accrued paid leave (except for sick leave and emergency leave) for purposes of remaining in a pay status during such leave. Conflicts between leave under this provision and previously approved

vacation time shall be resolved in favor of vacation time.

Section 15.4. Union Negotiating Team

Members designated as being on the Union negotiating Team who are scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, with the permission of the Chief of Police; such permission shall not be unreasonably denied. Said employee(s) shall be subject to immediate recall to duty. If a designated Union team member is on regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

Section 15.5. PBLC Representatives

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with employees of the local Union and representatives of the Employer concerning matters covered by this Agreement provided such visits do not interfere with the operations of the Employer.

Section 15.6. Examine Records

The Union or a representative shall have the right to examine time sheets and other record pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable time with the written consent of the affected employee.

ARTICLE 16 - EMPLOYEE SECURITY

Section 16.1. File Inspection

Upon written request by an employee, the Employer shall permit the employee to inspect his or her personnel file twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain a copy of any information contained in the file upon payment of a fee of \$0.10 per page for the cost of copying.

It is expressly understood by both parties that this Section and Section 16.3 of this Article shall not apply to Investigative records maintained by the Employer and further that Investigative records are not available for inspection by an employee, except as provided in Section 16.8 of this Article.

Section 16.2. Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 16.1 of this Article.

Section 16.3. Limitation on the Use of File Material

It is agreed that at the time of inclusion of any documents in an employee's personnel file or other file used by the Employer for employment decision-making purposes, the employee shall be given a copy. It is agreed that any material and / or matter not available for inspection, as provided in Section 16.1 above, shall not be used in manner or any forum adverse to the employee's interest. It is expressly understood that this Section shall not apply to investigative files and records except that Section 16.8 will apply to use of said records.

Section 16.4. Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement which will be included in the file.

Section 16.5. Unfounded Material

Any information of an adverse employment nature which is determined to be unfounded, unsustainable, or material relating to action for which the employee has been exonerated, shall not be used against the employee in any future proceedings, and will be removed from the employee's personnel file.

Section 16.6. Verbal and Written Warnings

The Employer shall supply to the employee a notice of verbal warning in writing indicating the date and substance of the verbal warning. The Employer agrees to remove from the Employee's personnel file, reference to any verbal warnings twelve (12) months after the date of issue and written warnings thirty-six (36) months after the date of issue.

Section 16.7. Employee Representation

Employees covered by this Agreement shall have the right to a Union representative with him/her at all stages of interrogation, whether formal or informal. Nothing in this Section shall dilute any Illinois law allowing Union representation for an employee. Employees shall have the right to Union representation during all stage of disciplinary actions including but not limited to grievance arbitration.

The employee may request that the interrogation cease, and in such event the employee shall not suffer any consequences because of such request. It is the responsibility of the employee to exercise any rights he/she has under this Section and the Employer is under no responsibility to see that same are exercised.

The Union representative may present evidence or testimony on behalf of the accused employee, may examine and / or cross-examine, and present argument in support of the accused employee claim or claims at any formal hearing on same but not otherwise.

Section 16.8. Investigative Files

The Employer and the Union understand the need for investigative files. The Employer agrees that upon completion of any investigation as it applies to members of the bargaining unit the following shall apply:

- A. If the Employee is charged, a request for a copy of the investigative file by the Employee shall be honored by the Employer.
- B. If unfounded or unsubstantiated, the information contained in said file shall not be used in any form adverse to the employee.
- C. If unfounded or unsubstantiated, the investigative file shall not become any part of the personnel record of the employee.

ARTICLE 17 - DUES AND DEDUCTIONS

Section 17.1. Dues

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Treasurer of the Union from the pay of all Employee's covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon Employee's written request. At the time such deductions are remitted to the Union, the Employer shall include a list of all employees for whom such deductions were made, the employees' status as members or non-members, and the amount deducted.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE 18 - COMPENSATION

Section 18.1. Base Salary Schedule

The annual base salary schedule shall be as follows:

	Patrolman						Segeant
	A	B	C	D	E	F	
Start Date of Step on Pay Scale	0	6 months	12 months	18 months	24 months	30 months	
5/1/2025 - 4/30/2026	66,239	69,551	73,028	76,808	80,328	83,848	93,910
5/1/2026 - 4/30/2027	68,723	72,159	75,767	79,689	83,341	86,993	97,432
5/1/2027 - 4/30/2028	71,300	74,865	78,608	82,677	86,466	90,255	101,086
5/1/2028 - 4/30/2029	73,796	77,485	81,360	85,571	89,492	93,414	104,624

- A. The Chief of Police, at his sole discretion, may hire a new Employee at a salary rate between Step C and Step D, providing said Employee has been certified as a Police Officer by the Illinois Law Enforcement Training and Standards Board, or similar agency of another state, and has prior police experience.

Should the Chief of Police exercise this option it is understood that the new Employee's salary will remain at the hiring level until said employee is eligible for increases as provided by Sections 18.2, 18.3, or 18.4 of this Article.

The new officer may not be placed in a position in the Pay Plan that exceeds their actual months of service with another law enforcement agency(s).

This Section (A) shall not apply to officers with less than 12 months experience with another law enforcement agency(s).

New officers hired pursuant to this Section shall start with zero years of seniority regardless of the prior months of service with another law enforcement agency(s).

- B. For those employees eligible for any retroactive adjustments, same shall be made and paid within forty-five days (45) of the execution of this Agreement.

Section 18.2. Longevity

Employees shall receive the following increase on the first pay period following the date required service time is completed:

Required Years of Employment	Longevity Increase Added to Base Salary *
3	2% of base salary
6	4% of base salary
9	6% of base salary
12	7% of base salary
15	8% of base salary
18	9% of base salary
21	10% of base salary

*Base Salary is obtained from Section 18.1 of this Article.

Section 18.4. Incentive Increases

Employees shall be eligible for a yearly incentive increase from zero (0) to three (3) percent of base salary. Said incentive increase shall be determined as follows:

- A. An Employee shall be entitled to a one (1) percent increase in the event they have not missed more than two (2) unexcused days of work due to sickness during the calendar year for which such determination is made.

Excused sick leave, as defined below, shall not count against the employee for the purpose of determining the incentive increase based upon unexcused sick leave.

For the purpose of this Article, an Employee may receive excused sick leave, by submitting to the Chief of Police, a report from the employee's physician indicating that said employee has been treated by the physician for a specified illness or injury and that due to said illness or injury the employee was unable to perform his duties on the days the employee was absent.

Employee use of sick leave for family illness as provided in Article 22 (B) shall be considered excused and not count against the employee for determining the incentive increase so long as an employee does not use more than one unexcused day in a consecutive seven (7) day period. The following examples solely to illustrate the intent of the parties with regard to the use of family sick leave, member sick leave and potential incentive increases:

Example 1: An employee who utilizes one family sick leave day during a consecutive seven (7) day period as well as an unexcused sick leave day for employee use shall have the unexcused sick leave day and the family sick leave day count as two unexcused days from work.

Example 2: An employee who utilizes one family sick leave day during a consecutive seven (7) day period as well as one (1) excused sick leave day for employee shall not have either day count as unexcused from work.

Example 3: An employee who utilizes more than one family sick leave day during a consecutive seven (7) day period shall have all of the days counted as excused days from work so long as they provide documentation of medical care.

These provisions are only for the purpose of determining eligibility for this incentive increase and are not intended to modify any of the provisions of Article 20 of this Agreement.

It is understood by both parties that it is the employee's responsibility to submit said physician's report to the Chief of Police within thirty (30) days of the absence, if the employee desires the sick leave to be excused.

- B. An Employee shall be entitled to a one (1) percent increase in the event he achieves a firearms qualification of "Expert" or higher. The qualification shall be based on the total average score for the year under consideration.
- C. An Employee shall be entitled to a one (1) percent increase provided that he provides proof of annual wellness exam completed annually between May 1 and April 30.
- D. Any incentive increases that are earned will be subject to the following:
 - 1. They will be earned based on the previous calendar year's activity, and any such percentage would be based upon the base salary in effect on April 30th of the following year.
 - 2. Any such increase shall be non-cumulative and shall be in effect only for the one-year period immediately following the year for which such incentive was awarded.
- E. No Employee shall be eligible for an incentive increase unless they have completed one year of employment.

Section 18.5. Acting Supervisor Pay

Effective upon ratification of this Agreement by both parties, when there is no on duty supervisor on a patrol shift,

the Chief or his designee shall designate a patrol officer to serve as "officer in charge" of the shift. Such designation shall be clearly marked on the schedule by highlighting or some other notation. Employees so designated shall receive pay of \$3.25 per hour while working in the capacity as officer in charge. To be eligible for compensation under this Section, an employee must be serving as the officer in charge for a minimum of one (1) hour.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

Section 19.1. Work Schedule; Regularly Schedule Shifts

All Employees shall be assigned to a regularly scheduled shift based upon a duty cycle of twenty-eight (28) days. All overtime shall be determined in conjunction with said work schedule unless otherwise specifically provided for herein.

- A. Work schedules shall be posted for bid each twelve (12) week period on or before the eighth (8th) week of the preceding twelve (12) week period and filled on the basis of seniority.
- B. Employees assigned to work an eight (8) hour shift may be scheduled for work a total of twenty (20) days per duty cycle. Within each duty cycle employees will be scheduled for eight (8) days off (i.e. not less than two days off in a row).
- C. Employees assigned to work a ten (10) hour shift may be scheduled for work a total of sixteen (16) days per duty cycle within each duty cycle employees will be scheduled for twelve (12) days off (i.e. not less than two days off in a row).

Section 19.2. Shifts and Hours of Employment

Based upon the seniority bidding process, all Patrol Division (eg. patrol officers and patrol sergeants) employees shall be assigned to a predetermined shift consisting of eight (8) or ten (10) hours per shift.

Employees working eight (8) hour shifts shall be scheduled to work a continuous eight (8) hours. Employees working ten (10) hour shifts shall be scheduled to work a continuous ten (10) hours.

Section 19.3. Overtime

If an Employee works overtime, said employee shall receive overtime pay in the amount of one and one half (1 ½) times their hourly adjusted salary for such time worked in excess of said shift. Overtime shall be computed in increments of fifteen (15) minutes.

Section 19.4. Holiday Overtime Pay

If an Employee works overtime, as defined in Section 3, on a holiday as defined by this Agreement, said Employee shall receive Holiday Overtime pay at the rate of two and one half (2.5%) times their hourly adjusted rate in addition to holiday pay set forth in Section 20.1(a).

Section 19.5. Calculation of Hourly Rate

For the purposes of determining the hourly rate to be used in calculating any overtime or holiday pay due Employees, the following formula shall be used:

$$\text{Hourly Rate} = \frac{\text{Official Monthly Rate} \times 12}{2080}$$

The hourly rate of pay shall include any base pay, plus longevity, plus incentive pay. This rate of pay is an employee's "Hourly Adjusted Pay Rate." The hourly adjusted pay shall be the amount used in the calculation of pay for any overtime pay, holiday pay, court time, compensation time, call-back time, or vacation day buy back.

Section 19.6. Call Back

A call back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly assigned working hours. Employees reporting back to the Employer's premises at a specific time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated at the overtime rate

for the actual time worked, whichever is greater.

Section 19.7. Court Time

Employees covered by this Agreement who are required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours. For the purpose of this Section the court appearance shall relate solely and specifically to their duties as an employee of the Village of Morton. It is not the intention of this Section to cover non-employment related court appearances.

Section 19.8. Compensatory Time

In lieu of receiving payment for overtime worked, as defined in Section 19.3, an Employee shall be entitled to accumulate compensatory time at the rate of one and one half (1 ½) hours for each hour of overtime worked. Any said accumulated compensatory time may be used subject to the mutual agreement of the Employee and the Chief of Police. Employees may use no more than one-hundred twenty (120) hours of compensatory time in a one-year period. Employee's on probationary period may use no more than sixty (60) hours of compensatory time during the employee's probationary period. It is further understood that an employee may not accumulate more than eighty (80) hours of compensatory time, and after that an Employee shall be paid for any overtime worked. Employee requests for compensatory time off shall not be unreasonably denied and shall be granted in a like and consistent manner. Notwithstanding the foregoing, compensatory time shall not be available as compensation for work performed on special duty assignments for which the Village receives direct reimbursement from third parties. This includes, but is not limited to, details for club sporting events, charitable events, school functions and privately sponsored security or traffic control duties. Employees assigned to such reimbursable duty shall be compensated in pay at the applicable overtime rate, and no compensatory time shall accrue in connection with such work.

Section 19.9. Grant Overtime

The Employer may offer overtime to employees based upon specific grants. If the terms of such grants require the Village to compensate employees for overtime on the cash basis only (e.g. no compensatory time), it shall be posted as such and employees shall be notified when they sign up for grant overtime that payment is limited to cash only.

Section 19.10. Responsibility to Work Overtime

- A. The Union and its Employee members acknowledge that bargaining unit work must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Union and its members recognize that overtime is a necessity because of the nature of the bargaining unit work and the limited number of available personnel. Refusal to work overtime may subject the refusing Employee to discipline.
- B. Overtime shall be offered for volunteers according to current practices; the officer with the least charged overtime who is not scheduled to work shall be first offered the overtime opportunity. Overtime shifts may be split among officers. If the officer with the least charged overtime declines or accepts only one-half of the shift, the full or half shift shall be offered to the officer with the next least charged overtime and so forth until the opportunity is accepted. In the event the overtime is not filled, the Chief of Police or his designee shall order into work the Employee who was first offered the overtime shift, i.e. the officer with the least charged overtime.
- C. Employees shall have the ability to volunteer to work a consecutive sixteen (16) hour shift to prevent another employee from being forced to work except when such consecutive sixteen (16) hours involves the 3rd to 1st shifts.
- D. In the event of an emergency, the provisions of Paragraph B above shall not apply and any overtime shall be filled in such manner as the Chief of Police deems appropriate.

Section 19.11. Meals and Breaks

A regularly scheduled shift consists of eight (8) or ten (10) hours on duty. During said shift, Employees shall be permitted to suspend patrol, if police duties permit and subject to immediate call at all times, for the purpose of having meals during their tour of duty but not for more than thirty (30) minutes. Employees are also entitled to one fifteen (15)

minute break per shift, during which time they are subject to immediate call at all times. The aforesaid mealtime and break time are included within the regularly scheduled shift, and Employees shall be entitled to eight (8) or ten (10) hours pay for said shift. All other portions of the Morton Police Department Manual concerning meals and breaks shall continue to apply.

Section 19.12. Staffing

Bargaining unit employees assigned to the traffic unit or canine unit may, during their scheduled shift, be utilized as relief to permit another officer to take time off. The schedule of the canine unit or the traffic unit shall not be modified without approval of the Chief of Police or his designee.

ARTICLE 20 - HOLIDAYS

Section 20.1. Holiday Pay

- A. Employees shall receive seventy-two (72) hours of holiday pay at their hourly adjusted rate in addition to their regular salary. Payment of these hours will occur once per fiscal year on or about November 15th of said year. It is understood by both parties that this Section shall apply only to those employees working the entire fiscal year.
- B. Employees working less than the entire fiscal year will receive eight (8) hours pay for each holiday that occurs while they are employed by the Village.
- C. In addition to the compensation set forth in Section 20.1 (A) above and in addition to the employee's regular salary for all hours worked, employees working on a holiday shall be compensated as follows:
 - (i) If an Employee works scheduled hours on a holiday as defined in Section 20.2, said Employee shall receive one (1) time their hourly adjusted rate for each hour worked in addition to Section 20.1(a) compensation.
 - (ii) Overtime worked on a holiday shall be paid as set forth in Section 19.4.
 - (iii) This compensation shall be in addition to their regular salary for said day.
- D. Except for holiday pay as compensated for in Section 20.1 (A), employees may choose to receive holiday compensation in the form of cash or compensatory time or a combination thereof.

Section 20.2. Holidays

For the purpose of this Agreement, the following days are considered as holidays:

- A. New Year's Day
- B. Good Friday
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. Friday immediately after Thanksgiving
- H. The day before Christmas
- I. Christmas Day

Effective upon execution of this Agreement, a "holiday" for purposes of the compensation set forth in this article shall extend from the beginning of 3rd shift on the day preceding the holiday to the end of 2nd shift on the day of the

holiday which shall be a period of twenty-four (24) hours.

ARTICLE 21 - VACATIONS

Section 21.1. Vacations Defined

Full-time employees shall be entitled to a paid vacation subject to the conditions stated in this Article. Vacations are paid by reason of time earned. Employees will become eligible for vacation any time during the calendar year they complete one year of service, however new employees must complete a minimum of six (6) months of service before taking any vacation time. Employees will continue to be eligible for the amount of vacation, as described in the following schedule, in the calendar year that they complete the required years of service.

While employees may be able to take vacation anytime during the calendar year that it is earned, it is understood by both parties that an Employee does not actually earn the vacation time until completion of the required number of years of service. Employees who retire, resign, or who are terminated shall receive pay for any vacation time earned but not taken. If an employee has taken vacation which has not yet been earned and then terminates employment, the amount so taken shall be deducted from his final pay or otherwise paid back by the Employee.

Section 21.2. Amount Earned

The following is the schedule of vacation benefits:

- A. Employees with one year of completed service shall receive five (5) days of paid vacation.
- B. Employees with two years of completed service but less than five years of completed service shall receive ten (10) days of paid vacation.
- C. Employees with five years of completed service but less than eleven years of completed service shall receive fifteen (15) days of paid vacation.
- D. Employees with eleven years of completed service but less than twelve years of completed service shall receive sixteen (16) days of paid vacation.
- E. Employees with twelve years of completed service but less than thirteen years of completed service shall receive seventeen (17) days of paid vacation.
- F. Employees with thirteen years of completed service but less than fourteen years of completed service shall receive eighteen (18) days of paid vacation.
- G. Employees with fourteen years of completed service but less than fifteen years of completed service shall receive nineteen (19) days of paid vacation.
- H. Employees with fifteen years of completed service shall receive twenty (20) days of paid vacation.

Section 21.3. Vacation Scheduling

The following procedure shall apply with respect to the scheduling of vacations:

- A. Vacations may be taken anytime during the calendar year; however, the Chief of Police may designate certain dates where no vacations may be scheduled. Such dates shall be clearly posted on the calendar in the Roll Call room and shall contain a brief description as to the reason the days are excluded from selection (i.e., training, maximum number off reached, etc.)
- B. Vacations must be approved by the Chief of Police. The Chief of Police has final authority on approving all vacations and he has the right to limit the number of personnel on vacation at a given time in order that sufficient personnel are available to operate the department. Under no circumstances shall adequate police services be curtailed for vacation purposes; provided, however, that at least one officer per shift per day shall be permitted to take vacation leave. Officers, who submit forty (40) hours or more of consecutive vacation time and have no more than one (1) conflicting day with no more than one (1) other officer who has already been granted approved vacation leave for the conflicting day, shall too have that conflicting

day approved.

- C. Employees may submit requests for vacation for the subsequent (or upcoming calendar) year beginning on November 1st through and including November 15th. Such requests shall be granted on the basis of seniority on or before November 30th. After November 15th, vacations shall be granted on a first-come, first-serve basis. Vacation time requests received on the same day shall be considered as the same time and the employee with the greatest seniority, by date of hire, shall be given preference. The Chief of Police or his designee shall date and sign all vacation requests upon receipt. Further, the Chief of Police or his designee shall immediately make available to the requesting employee a copy of the dated and signed request.
- D. Except as provided in Subsection E, vacations may not be carried over from one calendar year to the next, unless in case of emergency and then only with the consent of the Chief of Police.
- E. The Chief of Police at his sole discretion may allow an employee to carry-over five (5) vacation days to the following calendar year, providing the employee can justify a request to carry over vacation time. The employee must use the vacation time in the year it is carried to or forfeit said time.

Requests for said carry-over must be submitted to the Chief of Police prior to September 30 of the calendar year.

The scope and intent of this provision is to allow employees the periodic opportunity of an extended vacation. This provision is not to allow an employee to continuously "bank" vacation time in excess of that which is earned in the calendar year.

It is understood that the Chief of Police has sole discretion in making the aforementioned determination and that this Subsection E, is not the subject to the Article on Grievance Procedure and that the grievance procedure may not be invoked with respect to same. Notwithstanding the foregoing, all employees shall be permitted to carry over five (5) vacation days from 2020 to 2021 without the necessity of the discretionary consent of the Chief of Police.

- F. Vacations taken in segments of less than forty (40) hours will be granted on the basis of availability of manpower to insure the effective coverage of a shift.
- G. If an employee has earned fifteen (15) days or more of vacation he, at the discretion of the Chief of Police, which shall not be unreasonably denied, sell back to the Village up to five (5) vacation days. The employee will be paid for such time at their hourly adjusted pay rate.

ARTICLE 22 - SICK LEAVE

- A. **Accrual:** Each full-time employee shall accrue eight (8) hours of sick leave for each calendar month of employment. Said sick leave may be accrued up to a maximum cap of nine hundred sixty (960) hours. Any employee who has on the first day of the calendar month nine hundred sixty (960) hours of accumulated sick leave excluding any sick leave awarded in that calendar month shall be paid a stipend in the amount of fifty (\$50.00) for that calendar month.
- B. **Use:** Sick leave is paid leave due to an illness, injury, or medical appointment of the employee or the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent on the same terms the employee is able to use sick leave. The Employer may request written verification of the employee's absence.
- C. **Reporting:** An employee who is absent from work because of illness is responsible for reporting to the supervisor in advance (at least 30 minutes) and will be expected to keep his supervisor informed of his or her progress on a regular basis. The Supervisor shall have the discretion and authority to determine whether or not an employee is entitled to sick days. Sick leave may be used in one (1) hour increments.. In the event of an employee's absence for 3 or more days, a doctor's note verifying the illness will be required upon the return. A note from a physician will also be required if any employee has established a pattern of recurring frequent absences.

- D. Donation of Sick leave: The Employer desires to provide a mechanism by which employees may donate accumulated sick leave to another employee who has a medical emergency and who has exhausted his or her available paid leave. The decision to donate sick leave to another employee is a choice to be made freely by each employee. No person shall attempt to unduly influence another employee to donate sick time. In order to receive sick time donated from another employee, all of the following criteria must be met:
- a. The employee receiving the donated hours must have exhausted all his or her available paid sick leave and any earned benefit time, emergency days excluded.
 - b. The employee receiving the donation must suffer from a serious and prolonged medical condition which is defined to mean a physical or mental impairment that substantially limits the ability of the individuals to perform the essential functions of the individual's job, which cannot be accommodated through reasonable accommodations.
 - c. The Employer possesses sufficient medical documentation to establish that the employee receiving the donation suffers from a serious and prolonged medical condition.

An employee desiring to donate hours shall submit a written Donation Request, on a form made available by the Village of Morton. No employee may donate more than one-half of the amount of annual leave he or she would accrue during one calendar year to any other individual, meaning the limit on sick leave donation shall be per donor, per done. By way of illustration, an employee may donate one-half of the amount of annual leave he would accrue during one calendar year to Employee A on January 1, and may donate another one-half of the amount of annual leave he would accrue during one calendar year to Employee B on January 2. Donations shall be irrevocable once the Donation Request form is submitted to the Village. Hours shall not be returned or refunded to the donor in any event once the Donation Request is completed. The individual receiving the donated hours of sick leave may not accrue more than the nine hundred sixty (960) hours in donated sick leave

E. Termination: Upon termination of employment for any reason whatsoever, of an Employee's employment, no payment shall be made for accrued sick days.

ARTICLE 23- FUNERAL LEAVE

Employees shall be entitled to funeral leave, which is exclusive of emergency leave days, based on the following:

- A. If a death occurs in the immediate family of an employee, up to three (3) days special leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave, or compensatory time.
- B. Leave granted under Section A of this Article may be extended for an additional two (2) days at the sole discretion of the Chief of Police should unusual conditions exist. These conditions may include but are not limited to, the employee being required to travel extensive distances to attend services.

The additional two (2) days leave granted under this Section shall be granted by the Chief of Police in a uniform manner.
- C. For the purpose of Section A, "immediate family" is defined as the spouse, son, daughter, (including step or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and grandchild of the employee.
- D. If a death occurs to a close family member of the employee a maximum of one (1) day special leave will be allowed that employee at full pay. Said day will not be charge to vacation, sick leave, or compensatory time.
- E. Leave granted under Section D of this Article may be extended for an additional two (2) days should unusual conditions exist. These conditions include but are not limited to, the employee being required to travel extensive distances to attend services. Employees shall make any requests for additional time to the Chief of Police or his designee. Approval for additional time shall not be unreasonably denied and shall be granted in a uniform manner.

The additional days shall be charged to available vacation or compensatory time.

- F. For the purpose of Section D, "close family member" is defined as grandparent, uncle, aunt, or first cousin of the employee. Relative by marriage are not included in this Section.
- G. Evidence satisfactory to the Chief of Police must be presented as to the death and relationship to the employee. It is understood by both parties that leave will only be granted under Sections A and B, or Section D of this Article and that leave will not be granted under both Sections A, B, and D for the same occurrence.

ARTICLE 24 - EMERGENCY LEAVE DAYS

Section 24.1. Number of Days

Full-time Employees shall be entitled to emergency leave days on a calendar year basis, the number of which shall be determined as follows:

<u>Years of Employment</u>	<u>Emergency Leave Days</u>
Less than one year	0
One year & less than two	1
More than two years	2

Section 24.2. Purpose

An emergency leave day shall not be used to extend a vacation or holiday period and shall not be taken in less than one-hour increments. The purpose and intent of emergency leave days is to allow an Employee to conduct essential personal business, family business, or to assist with family medical needs that cannot otherwise be conducted outside of the Employee's normal working hours. All emergency leave days shall require the consent and approval of the Employee's supervisor.

Section 24.3. Unused Days

In the event an Employee has not used all of the emergency leave days in a calendar year, they shall be forfeited and not carried over for use in a subsequent year. Employees shall not be additionally reimbursed or otherwise compensated for unused emergency days.

ARTICLE 25 - INSURANCE

The Employer shall maintain the present insurance coverage and Employees will not be required to pay any premiums with respect to the same except as stated below. The current deductibles shall remain in effect.

Employees shall contribute towards the costs of dependent insurance premiums as follows:

- Individual- \$75
- Employee + child - \$125
- Employee + spouse - \$150
- Family- \$175

Attached to this Agreement is a booklet setting forth the various procedures and benefits of the insurance plan.

The Employer shall pay for the usual and customary charges for various services. The Employer shall have sole discretion in determining the usual and customary charges. An Employee, may request a pre-procedure cost estimate from the insurer to determine the amount of the procedure that would be covered by Village insurance.

The current dental plan shall remain in effect as is, and a summary of the benefits with respect to same is attached hereto. An Employee, after determining the cost of any proposed dental procedure, may contact the Village to determine the amount of the dental procedure that would be covered by Village insurance. The Village Business Manager is the person the Employee should contact.

ARTICLE 26 - REIMBURSEMENT FOR PERSONAL PROPERTY

The Village agrees to pay ordinary and reasonable expenses up to Five Hundred \$500.00 Dollars for the replacement of an Officer's personal property if the damage, loss or breakage occurs while the employee was reasonably acting in the line of duty. Any damage or breakage must be documented as well as the incidents surrounding the same within three (3) days. This provision shall not apply to property damaged as a primary result of the Employee's negligence.

Upon payment by the Village to an Officer, the Village shall be subrogated to the rights of the Officer with regard to the damage, loss, or breakage, and the Officer shall execute any and all documents necessary to assign his interest in the claim of the Village. Further, the Officer shall cooperate fully with the Village in pursuing a claim or claims against third parties to recover for the damage, loss, or breakage.

Section 26.1. Reimbursement and Restitution

Subject to the foregoing, the Employer shall then as soon as practical reimburse the Employee for any of the above-covered damage. If restitution is subsequently made it is understood that any such restitution shall be paid to the Employer.

ARTICLE 27 - EDUCATION BENEFITS

27.1

Employees who wish to pursue educational courses may receive financial assistance from the Village. The Village will reimburse one hundred percent (100%) of the cost of tuition and those textbooks required for each course. Laboratory fees and other fees and charges are not reimbursable. The reimbursement for tuition for lower division courses (i.e. freshman and sophomore level sources) shall not exceed the semester hour rate then in effect at Illinois Central College. The reimbursement for tuition for upper division courses (i.e. junior and senior level courses) shall not exceed the semester hour rate then in effect at Illinois State University. Employees seeking reimbursement under this Policy shall be required to apply for financial assistance, with any reimbursement by the Village based on the net tuition cost after financial assistance. In order to be eligible for reimbursement, courses must be:

1. Offered by an accredited college or university.
2. Directly related to the employee's current position or other positions to which the employee might reasonably be promoted or transferred; and
3. For the purpose of:
 - a. Directly improving the knowledge, skills, abilities, or job performance of the employee;
 - b. Preparing the employee for technological or other changes occurring in the employee's career field; or
 - c. Preparing the employee for a change in duties, functions or responsibilities or for the assumption of new and different duties, functions, or responsibilities.

Master's level courses and degree programs require approval by the Board of Trustees. No doctoral or post-doctoral course or degree program will be approved since no position with the Village requires such a degree.

Employees who desire to receive assistance under this Policy shall seek the approval of the Chief of Police prior to enrollment. Employees shall take courses on their own time. Upon successful completion of an approved course or courses, the employee shall submit to their Chief of Police a grade report reflecting a grade of "C" or better and receipts for tuition and textbooks in order to receive reimbursement. All claims for reimbursement must be submitted within sixty

(60) calendar days of course completion. Reimbursement shall be for a maximum of two (2) courses per school term (i.e., semester, trimester, quarter).

An employee desiring reimbursement under this Policy shall sign a form stating their intention to remain employed by the Village for two (2) years following the date of such reimbursement. In the event an employee ceases employment with the Village before the expiration of the aforesaid two (2) year period, then the employee will reimburse the Village for one hundred percent (100%) of the amount previously paid by the Village.

Employees that wish to receive financial assistance from the Village pursuant to this Policy shall authorize the Village in writing to withhold from his/her paycheck any or all amounts required to reimburse the Village as provided above.

27.2 Employees travelling on Village business shall either be provided with Village vehicles, given an allowance for use of their personal vehicles, or be provided other transportation at the Employers expenses. Meal per diem shall be \$10 per day for lunch, to be paid if the employees attendance is required before 12:00 pm (noon) and after 1:00 pm for training, and \$25.00 per day for dinner, to be paid for any training sessions requiring overnight travel, or for training sessions more than 100 miles from the Village limits of the Village of Morton for which an employee's attendance at training is required until 4:00 pm or later. For voluntary training, meal per diems shall not be provided.

ARTICLE 28 - DRUGS AND ALCOHOL

Section 28.1. Statement of Policy

It is the policy of the Union and the Employer that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The purpose of this policy shall be achieved in such manner as to not violate any established rights of the employees.

Section 28.2. Probationary Employees

It is expressly understood that the Employer may require drug and alcohol test(s) and/or screening(s) for any probationary employees. The following provisions apply only to employees who have completed their probationary period.

Section 28.3. Prohibitions

Employees shall be prohibited from:

- A. Consuming or possessing alcohol at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles, and the employee's personal vehicles while said employee is engaged in Village business; (Section 28.3.A shall not apply to those occasions an employee is authorized to consume or possess alcohol as allowed by department policy);
- B. Illegally selling, purchasing, possessing, or delivering any illegal drug; or being under the influence of any illegal drug;
- C. Being under the influence of alcohol during the course of the work-day;
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 28.4. Provisions for Alcohol

If a command officer has reason to believe an employee has been consuming alcohol prior to reporting to duty and at said time has alcohol in his blood; or if a command officer has reason to believe an employee has been consuming alcohol while on duty, other than in the line of duty as defined by Department policy, then the following procedures shall apply:

- A. On the first such occasion the Employee shall be required to take a breath test to determine the alcohol

content of his blood. If the Employee refuses to submit to the test or fails to successfully complete the breath test, the Employee shall be sent home for the day. The Employee shall also be subject to sanctions as provided in Section 28.4.C. If the test results show a blood alcohol content of 0.02% or more, the Employee shall be sent home and shall be subject to the provisions of Section 28.4.C.

- B. On the second such occasion within a two (2) year period following a previous refusal to submit to or successfully complete a breath test; or of being on duty having a blood alcohol content of 0.02% or more; the Employee shall be required to submit to a breath test.

If the employee fails to submit to, fails to successfully complete said test, or if the test results show a blood alcohol content of 0.02% or more the Employee shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.

- C. An Employee who has been found in violation of Section 28.4.A shall be subject to disciplinary action as defined by the applicable Discipline Article of this Agreement. In addition, the Employer may require the Employee to take a leave of absence to seek assistance through an established alcohol abuse rehabilitation program. The Employee shall be able to use any compensation time or vacation time as the Employee may have accumulated or sick leave in order to participate in such a program.

If such a program is required, successful completion is required within one year. Failure to complete such a program within one year shall be the basis for dismissal.

- D. An Employee, who has completed an alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.
- E. For any subsequent occurrences except as defined in Section 28.4.8, the procedures set forth in Section 28.4.A and Section 28.4.C shall apply except when the employee has already sought rehabilitation through an established alcohol rehabilitation program. In such a case, the Employee is not entitled to leave again to participate in such a program.
- F. F. The above procedures shall not apply in the event an Employee is called to duty and he was not otherwise on call.
- G. It is understood by both parties that the percentage (%) of alcohol listed in subsection A and B of this Section shall not apply to those Employees who can be proven to have been consuming alcohol while on duty.

Section 28.5. Provisions for Illegal Drugs

If a command officer has reason to believe an on-duty employee has been taking and/or is under the influence of an illegal drug(s), then the following procedure shall apply:

- A. The employee shall be required to submit to a test(s) to determine the presence of an illegal drug(s). Such test(s) shall be administered by a facility licensed and certified by the State of Illinois to conduct such test(s).

The employee may also request a second test(s) to be administered by a facility licensed and certified by the State of Illinois to conduct such test(s). The second test(s) must be administered within 36 hours of the first test(s) and must be conducted in the presence of a representative of the Employer. Following completion of the test(s) required by the Employer, the Employee shall be sent home for the day with pay. The Employee may use any compensation time he has for said day.

Any Employee who fails to complete all test(s) required by the Employer shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.

- B. If the results of the test(s) requested by the Employer are negative, no further action against the Employee shall be taken and all compensation time used by the Employee during such investigation shall be restored.
- C. If the test(s) results of the Employee are positive, the Employee shall be immediately relieved of duty and shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.

Section 28.6. Provisions for Abuse of Legal Drugs Other than Alcohol

If a command officer has reason to believe an on duty employee is under the influence of legal drugs other than alcohol and said drugs are adversely affecting the employee's performance or the command officer has reason to believe the Employee is abusing legal drugs, other than alcohol, then the following procedure shall apply:

- A. The Employee shall be required to submit to a test(s) to determine the presence of said drug(s). Such test(s) shall be administered by a facility licensed and certified by the State of Illinois to conduct such test(s).

The Employee may also request a second test(s) to be administered by a facility licensed and certified by the State of Illinois to conduct such test(s). The second test(s) must be administered within 36 hours of the first test(s) and must be conducted in the presence of a representative of the Employer. Following completion of the test(s) required by the Employer, the Employee shall be sent home with pay.

Any Employee who fails to complete all test(s) required by the Employer shall result in disciplinary action as defined by the applicable Discipline Article of this Agreement.

- B. If the results of the test(s) requested by the Employer are negative, no further action against the Employee shall be taken and all compensation time used by the Employee during such investigation shall be restored.
- C. If the test(s) results of the Employee are positive, the Employee shall be immediately relieved of duty and the Employee shall be advised confidentially by the Chief of Police to see assistance through an established drug rehabilitation program or his family physician.
- D. Any Employee, who by his own admission, is determined to have a drug abuse problem as defined in Section 6 of this Article shall be granted leave without pay to see assistance through an established drug rehabilitation program. The Employee shall be able to use any compensation time or vacation time as the Employee may have accumulated or sick leave in order to participate in such a program. Successful completion of a drug abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.
- E. Any Employee who admits he has a drug abuse problem or who has been determined to be abusing legal drugs and refuses to seek rehabilitation through an established drug abuse rehabilitation program is subject to disciplinary action as defined by the appropriate Discipline Article of this Agreement.
- F. Any Employee who has completed a drug rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time the leave was granted.
- G. Any employee who has completed a drug rehabilitation program and has returned to work is subject to random drug testing by the Employer for a period of two years following the Employee's return to work.
- H. Any Employee, who after completing a drug rehabilitation program as set forth in Section 28.6.D who tests positive for legal drugs and is found to be abusing said drugs shall be subject to disciplinary action as prescribed by the appropriate Discipline Article of this Agreement.
- I. An Employee who is found to be abusing legal drugs prescribed as a result of an injury in the line of duty shall be treated as a continuation of Workman's Compensation.

Section 28.7. Tests to be Conducted

When conducting tests authorized by this Agreement the Employer agrees that all testing will be conducted in compliance with the Standards and Procedures for Testing for Alcohol and / or Other Drugs by Breath, Blood, and / or Urine Analysis as defined by the Illinois Department of Public Health.

- A. Breath tests will be conducted only upon certified breath testing instrument(s), by licensed operators.

- B. Employees who desire to have a blood test in addition to the taking of a breath test may do so, as long as they submit to the test within 2 hours of having taken the breath test and said test within 2 hours of having taken the breath test and said test is in compliance with the above Standards and Procedures for testing Alcohol and / or Other Drugs.
- C. The cost of any test(s) requested by the Employer will be borne by the Employer. The cost of any test(s) requested by the Employee or the Union will be borne by the Employee or the Union.
- D. When a party requests a blood or urine test(s) a sufficient sample of the same bodily fluid will be collected to allow for initial screening, a confirmatory test and a sufficient amount to be set aside, reserved for later testing if requested by the other party.
- E. The Employer agrees that a chain of custody will be maintained on all samples collected, other than breath, to ensure the integrity of the identity of each sample.
- F. Both parties agree to provide the other party with copies of all information and reports received in connection with testing and the results.
- G. The Employer agrees that the collection of samples will be conducted in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration.
- H. The Employer will require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug or alcohol. The parties agree that should any information concerning such testing, or the results thereof, be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or forum adverse to the Employee's interests.

Section 28.8. Random Testing

In addition to the other provisions of this Article, all employees shall be subject to the random drug-testing program administered by the Village for all its other employees, subject to the following requirement:

- A. Employees shall be part of the village's Public Safety employee pool.
- B. The annual testing pool shall be no more than 25% of the total employees in the Public Safety pool.
- C. Testing shall not be done more often than four times per year.
- D. Testing shall be done while employees are on duty either on a regular pay or overtime basis depending upon the shift of the employee.

ARTICLE 29 - UNIFORMS

Section 29.1. Initial Issue

The Employer shall provide an initial issue to each employee covered by this Agreement as outlined in Appendix B. At the discretion of the Employer, but in a like and consistent manner, any new employee who provides their own approved equipment and uniform items and therefore does not require certain items from the attached list shall receive an amount of compensatory time equivalent to the value of the items not required to be provided by the Employer.

Section 29.2. Uniform Allowance

The Employer shall provide an annual cash allowance to all employees in the amount of One Thousand One Hundred (\$1,100) Dollars per year, with such figure to increase annually by a like percentage by which the wage scale increases . Said allowance(s) will be paid on June 1st of each year.

Newly hired employees shall receive a prorated share of the annual clothing allowance.

Section 29.3. Plain Clothes Allowance

In addition to the allowance paid in Section 29.2, the Employer shall provide a cash allowance to the officers assigned to the Detective Division on a full-time basis on May 1st, the amount of two hundred (\$200.00) dollars per year. Said allowance(s) will be paid to these officers on June 1st of each year of this Agreement.

Section 29.4. Ballistic Vest

The Employer shall provide each officer at no charge a ballistic vest. Such vests shall be replaced by the Employer at either the manufacturer's recommendations or as recommended by the National Institute of Justice.

Section 29.5. Termination of Employment

Employees shall be permitted to keep all items, including their weapon purchased with clothing/equipment allowances upon their termination of employment with the Village of Morton. This provision shall include any firearms purchased with the above allowance(s). Employees shall be required to return to the Village all items issued to the Employee by the Employer upon termination of employment.

ARTICLE 30 - GENERAL PROVISIONS

Section 30.1. Family Inoculation

The Employer agrees to pay all expenses for inoculation or immunization, at a facility designated by the Employer, for the Employee and for members of an Employee's family when such becomes necessary as a result of said Employee's exposure to the Hepatitis B virus where said Employee has been exposed to said virus in the line of duty.

Section 30.2. Bulletin Boards

The Employer shall provide the Union with sufficient space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, for the purposes of the Union.

Section 30.3. Payroll

All employees must have their payroll checks directly deposited into their accounts.

Employees may have their payroll checks deposited in up to six different accounts at participating financial institutions. Employees shall provide the Employer with deposit and financial institution information as well as authorization to make said deposits on a form provided by the Employer. Changes in payroll deduction requests shall be limited to four (4) per calendar year.

Employees who are members of CEFCU may continue to have payroll deductions made to CEFCU as per past practice.

Nothing in this Section should be construed as requiring employees to utilize any particular financial institution for direct deposit of their payroll check.

Employees shall be paid on a bi-monthly basis. Payday shall be on the 15th day and last day of the month. In the event this day falls on a weekend or holiday, payday shall occur on the business day immediately preceding the weekend or holiday.

Section 30.4. Jury Duty

Employees required to attend Jury Duty while on duty will be paid as per past practice of the Village. Any juror pay received shall be remitted to the Village, net of any mileage reimbursement received.

Section 30.5. Residency of Employees

All non-probationary Employees covered by this Agreement shall reside in or within thirty (30) miles of the Police Department, with the exception of the Department canine officer who must reside within ten (10) miles of the Village limits of the Village of Morton.

Section 30.6. Field Training Officers

Effective upon ratification of this Agreement by both parties, employees performing the duties of field training officer shall receive an additional \$3.50 per hour for all hours working in the capacity as field training officer, with such figure to increase annually by a like percentage by which the highest step of the wage scale increases.

Section 29.7. Canine Assignment

A. Duty Time

A scheduled shift with a canine is limited to 7 hours on duty with 1 additional hour paid per scheduled shift for kennel time.

B. Non-Duty Engagement

Where an officer assigned as a canine officer is required to expend additional time outside their regularly scheduled duty hours in the emergency care and maintenance of their assigned canine, they shall receive pay at time and one half (1 1/2) for such additional work provided the officer obtains advanced authorization from his/her supervisor.

C. Kennel

The employer shall be responsible for providing a kennel at the assigned officer's residence for maintaining the canine.

D. Food and medical Costs

The Employer shall be responsible for all food and veterinary costs incurred by the canine for the lifetime of the canine.

E. Liability

The Employer shall maintain liability insurance and indemnify the officer for acts of the canine.

F. Boarding

When a canine officer is on vacation time, personal time, or compensatory time, the Department shall coordinate with the officer to determine if the canine will be boarded. When a canine officer is on vacation time, personal time, or compensatory time and requests the City to board the canine, the Department shall make arrangements to board the canine at the Employer's expense. The request for boarding shall be made within a reasonable amount of time prior to the benefit time usage unless a stipulation precludes the request...i.e., a death in the immediate family or a serious injury in the immediate family. When a canine officer is on paid or unpaid administrative leave, the Department shall arrange for the canine to be boarded at the Employer's expense.

G. Damaged Clothing

Any uniform damages by the canine shall be replaced by the Department.

ARTICLE 31 - COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 32 - SAVINGS

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 33 - DURATION AND SIGNATURE

Section 33.1. Term of Agreement

This Agreement shall be effective from May 1, 2020 and shall remain in full force and effect until April 30, 2025. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark.

Written notice may be tendered in person, in which case the date of notice shall be the actual date of receipt.

For purposes of this Paragraph, notice shall be given to the person at the place designated below:

For the Village of Morton:

The Mayor of the Village of Morton
120 N. Main St.
PO Box 28
Morton, IL 61550

For the Union:

PBLC
840 S. Spring, 1st Floor
Springfield, IL 62704

Designated representative is Eric Poertner. The Union further indicates that, in the event it desires to change its designated representative, it shall duly notify in writing the Employer of same.

Section 33.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse procedure are continuing for a new Agreement or part thereof between the parties.

Dated this ___ day of _____, 20___ at Morton, Illinois

For the Village of Morton

For the Union

President of Board of Trustees

PBLC Labor Representative

Chief of Police

Chief Negotiator

INSERT

APPENDIX A – GRIEVANCE FORM

APPENDIX B – UNIFORM AND EQUIPMENT LIST

Quantity	Item
1	Reversible Raincoat
1	Duty Coat
1	Garrison Style Hat w/ silver snake strap
1	Garrison Style Hat rain cover
1	Portable radio w/ charger and lapel mic
1	Ballistic Vest with extra carrier
1	Weapon with 3 magazines – Law enforcement issue
1	Ammo as required for issued magazine capacity
1	Employee ID card
1	On duty holster
2 pr.	Handcuffs with keys
1	OC spray can
1	Collapsible baton
3	Badges (2 reg. 1 hat)
1	Trouser belt
1	Duty belt
1	Baton holder
2	Handcuff case
1	Disposable glove pouch
1	Double magazine pouch
4	Belt keepers
1	Tie bar
2	Ties
2	Dickies with turtlenecks of choice
1	OC spray holder
3 pr.	SS shirts
3 pr.	LS shirts
3 pr.	Pants
1	Shirt name tag
1	Coat name tag
1	Ticket book holder
1	Storage locker
1	Portable radio case w/ swivel clip

Investigator

1	Detective badge
1	Plain clothes “Paddle back” holster with thumb break

OFFICIAL DUES DEDUCTION FORM

I, the undersigned, hereby authorize the regular monthly deduction of dues and assessments levied by the Policemen's Benevolent Labor Committee. Said dues, to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois, 62704.

_____ Full membership @ \$38.00 per month

Signature: _____

Print name: _____

Date: _____

SIDE LETTER OF AGREEMENT

SIDE LETTER OF AGREEMENT entered into originally in 2006 and now modified on July 5, 2011, by the Village of Morton and ("the Employer") and the Police Benevolent Labor Committee ("the Union") is as follows:

WHEREAS, the parties have recently concluded negotiations for a successor collective bargaining agreement; and

WHEREAS, as part of their negotiations, the Employer and the Union have agreed to certain work hours and shifts as well as shift bidding by seniority and provisions for granting bargaining unit employees paid time off; and

WHEREAS, the parties wish to commemorate certain understandings reached during collective bargaining regarding these issues without making extensive changes to the body of their collective bargaining agreement

THEREFORE, the parties agree:

- 1) **Memorandum:** This Memorandum shall be appended as a part of the parties' collective bargaining and subject to the grievance procedure.
- 2) **The Work Hours and Shifts:** Effective with the first seniority shift bid in August 14, 2011, the shifts as well as the starting and quitting times shall be as follows:

- 1st Shift: 0600 to 1400
- 2nd Shift: 1400 to 2200
- 3rd Shift: 2200 to 0600
- 4th Shift: 1900 to 0300
- 5th Shift: 1100 to 1900

The parties acknowledge the change in shift hours is being done on an experimental basis, leaving the 4th and 5th Shift hours as were previously agreed to. Both parties agree that it may be necessary to modify the 4th Shift to 1800 - 0200 and the 5th shift from 1000-1800. However, both the Union and Employer must agree to the modification to the 4th and 5th shifts prior to its implementation.

DAY SHIFT

	A	B	C	Sgt
Sunday	0	1	0	1
Monday	1	1	0	1
Tuesday	1	0	1	1
Wednesday	1	0	1	1
Thursday	1	1	1	0
Friday	1	1	1	0
Saturday	0	1	1	1

SECOND SHIFT

	E	F	G	H	Sgt
Sunday	2	0	2	2	0
Monday	0	2	2	2	0
Tuesday	0	2	0	2	2
Wednesday	2	2	0	2	2
Thursday	2	2	2	0	2
Friday	2	4	2	0	2
Saturday	2	0	2	2	2

THIRD SHIFT

	I	J	K	Sgt
Sunday	0	3	3	3
Monday	0	3	3	3
Tuesday	2	3	3	3
Wednesday	3	3	0	3
Thursday	3	3	0	3
Friday	3	0	3	0
Saturday	3	0	3	0

RELIEF SHIFT(S)

	D	Sgt
Sunday	5	2
Monday	0	2
Tuesday	0	2
Wednesday	5	0
Thursday	1	0
Friday	5	3
Saturday	5	3

- 3) Shifts shall be assigned by allowing employees to bid on the foregoing shifts according to seniority in rank . Shift assignments as bid shall be continued for a period of twelve (12) weeks until the next bidding process has been conducted and such new bids become effective, unless the parties mutually agree to extend a particular twelve (12) week period. Once an employee has bid a shift, he shall not be moved from that shift to another shift without the payment of overtime for all hours worked on a non -bid shift except as follows:
- a) Shift "D" shall be designated by the parties as the "Relief Shift ." Employee who bid or are assigned this shift may be moved to either 1, 2nd or 5th shift hours at the discretion of the Employer or by mutual agreement. The Employer agrees to make a good faith effort to notify the employee three (3) days prior to moving their hours.
 - b) Employees working the "F" shift or the "I" shift may mutually agree to have their shift changed, but such change shall be limited to one day a week, and in the instance of the "F" Shift may only have their hours changed on Friday and in the instance of the "I" shift may only have their hours changed on Tuesday. The foregoing changes may be made mutual agreement at any time or by the Employer only if the schedule has not been posted. The Employer agrees not to withhold posting of the schedule for the purpose of altering employees shifts.
 - c) In those instances where the Chief of Police determines that a summer shift (consisting of twelve consecutive weeks during the period the school resource officer is available) is necessary for effective and efficient law enforcement procedures, he may post an additional shift for bidding during the bidding period in which such shift would fall. Employees shall bid this additional summer shift in the same manner as other available shifts (e. g. based on seniority) for the same period. In the event no employee bids the summer shift, the shift shall be given to the employee with the least seniority . Said summer shift may be established by the Employer as either an eight or ten hour shift but once established shall have specific starting and quitting times.
 - d) Where employees mutually agree with the Employer to change their shifts.
 - e) Sergeants working the Shift with the 2, 2, 2, off, off and 3, 3 schedule may have their shifts changed to the 2nd, 3rd, or 4th shift hours by the Employer or by mutual agreement. The Employer agrees to make a good faith effort to notify the employee at least three (3) days prior to any schedule change. The Employer shall not switch the employee to days and may not switch shifts that would result in more than the current double-back that occurs with the Saturday-Sunday shift(s). The employee's current fixed days

off shall not be changed.4) The foregoing provisions are not intended to prevent or limit employees from agreeing to change their shifts at the request of the Employer or by mutual agreement between employees subject to the approval of the Employer.

- 4) The foregoing provisions are not intended to prevent or limit employees from agreeing to change their shifts at the request of the Employer or by mutual agreement between employees subject to the approval of the Employer.
- 5) Employee's requests for time off shall be considered and granted and/or denied in a fair, like and consistent manner subject to the minimum manning requirements in effect as of the date of this agreement. Employees shall not be denied time off to accommodate the training needs of individual officers or the department even where the approval of such requests results in falling below minimum manning requirements thereby creating overtime.
- 6) Should the number of officers increase or decrease such as to affect the operational requirements of the Department, the Employer reserves the right to establish or reduce additional fixed shifts. However, no additional "Relief Shifts" may be established under the terms of this Agreement except by mutual agreement.
- 7) **On-Going Cooperation and Review:** The parties agree that they shall meet as often as deemed necessary for purposes of reviewing the terms of the Memorandum of Agreement and making such agreed adjustments as may be necessary to effectuate the terms hereunder. Any grievances raised by an employee or the Union shall first be discussed between the parties for resolution prior to initiating the steps of the grievance procedure in the parties' collective bargaining agreement.

Date: _____

**FOR THE EMPLOYER
VILLAGE OF MORTON**

**FOR THE UNION POLICE
BENEVOLENT LABOR COM. (PBLC)**

RESOLUTION NO. 03-27

**RESOLUTION AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT
BETWEEN THE VILLAGE OF MORTON AND THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL # 4952 (FIRE & PARAMEDICS) REGARDING PROMOTIONS**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 *et seq.*, the Village of Morton is authorized to enter into collective bargaining agreements;

WHEREAS, the Board of Trustees deems it to be in the best interests of the Village to enter into a side letter agreement with the International Association of Firefighters Local # 4952 for the Fire & Paramedics bargaining unit.

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

Section One: The President and the Village Clerk of the Village of Morton are hereby authorized to execute the side letter agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

Section Two: This Resolution shall be in full force and effect upon its passage and approval as required by law

Section Three: This Resolution supersedes any resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

Section Four: 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 _____, 2026; 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 _____, 2026.

President

ATTEST:

Village Clerk

SIDE LETTER AGREEMENT – PROMOTIONS

SECTION 1.1 General

Pursuant to Section 10 of the Illinois Fire Department Promotion Act (“IFDPA”) (50 ILCS 742/) (PA. 93-0411) and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Engineer and Captain for the term of this Agreement shall be governed solely by the provisions of this Article and that such provisions shall supersede the rule and regulations of the Morton Fire Department Promotional procedure and the Municipal Code and the rules and regulations of the Commissioners to the extent they conflict with the provisions of this Article. The Village and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules. The parties recognize that in accordance with Section 10 of the IFDPA, this Article contains provisions which vary from the terms of the IFDPA and as such are permissive subjects of bargaining. The parties recognize that certain provisions relating to mandatory subjects were comprised by the Village in consideration for agreement on the part of the Union to include provisions that modify the provisions of the IFDPA or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in the successor agreement and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either party’s rights to withdraw or modify such terms in regard to the negotiation of the terms of a successor article.

Except where expressly modified by the terms of this Article, promotion to the rank of Engineer and Captain shall be conducted in accordance with the provisions of the Fire Department Promotion Act.

SECTION 1.2 Vacancies

If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to three (3) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

SECTION 1.3 Eligibility

All promotions to Engineer shall be made from employees in the next lower rank who have at least two (2) years of seniority with Morton Fire Department. All promotions to Captain shall be made from employees in the next lower rank who have at least one (1) year of seniority in their current rank. Anniversaries of service that affect Engineer or Captain testing eligibility shall be considered to occur on the date of the test.

SECTION 1.4 Paramedic Promotions

The position of Paramedic Captain does not fall under the provisions of the Fire Department Promotion Act and therefore is an appointed position by the Fire Chief or their designee. The position of paramedic captain has no supervisory authority of dual-role firefighters and is solely a supervisor for single-role paramedics.

If a person is promoted from paramedic to paramedic captain, the pay shall be as set forth in Appendix A.

SECTION 1.5 Rating Factors and Weights

All examinations shall be impartial and shall relate to the those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of the employees on the preliminary promotion lists shall be based on the points achieved by the employee on promotion examinations consisting of the following:

SECTION 1.5.a Engineer

- | | |
|--------------------------|------------------|
| 1. Written Examination | 60% |
| 2. Practical Examination | 40% (Appendix B) |

SECTION 1.5.b Captain

- | | |
|-------------------------|-----|
| 1. Written Examination | 60% |
| 2. Seniority | 10% |
| 3. Ascertained Merit | 10% |
| 4. Subjective Component | 20% |

Components 2, 3, 4 shall be detailed pursuant to Appendix A, Captain Rating Factors and Weights.

SECTION 1.6 Eligibility

All promotions shall be made from employees in the next lower rank and the following criteria shall:

- A. Candidates for promotion to Captain shall have completed four (4) years total previous full-time years of service with the Department as of January 1 of the year in which the examination is administered.
- B. Candidates for Captain shall have served a minimum of one (1) year in the previous rank:
 - a. Hold a valid Illinois State Paramedic License
 - b. Illinois Fire Apparatus Engineer (FAE)
 - c. Obtain Company Fire Officer (CoFO) or its state licensed equivalent within one (1) year of promotion.

Eligibility requirements shall be published at least one year prior to the date of the original announcement/posting for the promotional process and all persons eligible to compete for promotion shall be given a reasonably equal opportunity to obtain said criteria.

SECTION 1.7 Right to Review

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, an examination result, placement or position on a promotion list, or veteran's preference may elect to pursue review either (a) before the Board of Fire and Police Commissioners under the Commission's rules and the IFDPA, or (b) through the grievance procedure set forth in Article X of the CBA, culminating (if necessary) in binding arbitration. The election becomes irrevocable as to the subject matter of the dispute upon the earlier of (i) the filing of a written grievance at Step One of the CBA grievance procedure, or (ii) the filing of a written request for review with the Board of Fire and Police Commissioners. A party who has elected one forum may not thereafter initiate proceedings in the other forum concerning the same dispute.

SECTION 1.8 Order of Selection

Whenever a promotion rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest person are not remediable, no person who is the highest-ranking person on the list at the time of vacancy shall be passed over more than once. Any dispute as to the passing over of the highest-ranking person more than once shall be, should the Union so elect, subject to resolution in accordance with the grievance procedure in Article X of the CBA should the Union and the affected employees file a timely grievance and waive any other remedy provided by law before referring the grievance to arbitration. When a vacancy occurs and no valid final promotion list for the rank exists, the member of the next lower rank with the most seniority at that rank shall have the first opportunity to fill that vacancy until such a time that a valid final promotion list can be established. This temporary appointment shall not exceed one hundred eighty (180) calendar days, per the promotion act. If the member with the most seniority declines the opportunity to fill the position, the member with the highest seniority after that member will be offered that position, and so on.

SECTION 1.9 Maintenance of Promotion Lists

Final eligibility lists shall be effective for a period of three (3) years. The employer shall take all steps to ensure that the Morton Fire and Police Commission maintain in effect current eligibility lists so that

promotional vacancies are filled no later than sixty (60) days after occurrence of the vacancy, unless a vacated position is not filled due to or lack of funding or authorization.

Section 1.10 Waiver

To the extent necessary, and only to the extent necessary, to effectuate the provisions of this Article, Promotions, provision of the Fire Department Promotion Act to the contrary are waived.

APPENDIX A Weight Factors (Captain)

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of candidates on promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following four (4) components, weighted as specified:

For Captain

Written Examination	60%
Seniority	10%
Ascertained Merit	10%
Subject Component	20%

The written Exam and Civil Service Interview components of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the components on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

Candidates shall be ranked on the preliminary promotional list in rank order based on the highest to the lowest points scored on all of the components of the test.

Factors:

The components for scoring shall consist of the following items in order as listed and described below.

1. Assignment of Seniority Points as earned
2. Assignment of Ascertained Merit Points as earned
3. Civil Service Interview
4. Written Examination
5. Veterans Points
 - a. Seniority: Seniority is measured in contiguous years as an employee with the Morton Fire Department. For calculating purposes, the end date shall be January 1st of the written examination. Calculating Seniority points for candidates testing for Captain: For every consecutive and complete year of seniority with the Morton Fire Department 0.5 points shall be awarded, with a maximum of 10 points. Seniority points for all candidates shall be posted thirty (30) days prior to the written examination.
 - b. Ascertained Merit: Candidates for Captain Ascertained Merit points shall be the total number from the criteria listed below, with a maximum of fifteen (15) points. Ascertained merit points shall be awarded for education, training and certification in subjects and skills related to the fire and EMS service, as set forth below:
 - a. Merit Criteria:
 - i. Education (points given for one degree maximum
 1. Master's Degree

2. Bachelor's Degree	3
3. Associate's Degree	1.5
ii. Fire Officer Certification (OSFM)	
1. Fire Officer I or Company Fire Officer	2
iii. Special Teams or Assignments	
1. Per OSFM certification (above and beyond previous required)	1

Ascertained merit points shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given a reasonably equal opportunity to obtain available points. Points awarded for ascertained merit for all candidates shall be posted thirty (30) days prior to the written examination.

- A. Civil Service Oral Interview: The Morton Police and Fire Commission shall conduct a structured oral interview with each of the eligible candidates testing for the rank of Captain. The Fire Chief (or the Chief's designee, who shall be a chief officer) shall serve as a voting member of the oral interview panel. Such interview shall be designed to assess each candidate's abilities and qualities of leadership based upon the following criteria:
- a. Leadership by example and demonstration of superior knowledge and skills
 - b. Ability to motivate members of team to perform unpleasant tasks or assignments
 - c. Ability to make unpopular decisions when necessary
 - d. Ability to allow group to devise a solution to a problem rather than on insisting on doing it "my way."
 - e. Willingness to stand up for convictions
 - f. Ability to identify and align team's strengths and weaknesses
 - g. Ability to separate personal emotions from objective factors required to make sound judgment
 - h. Ability to function under stress in a calm, deliberate manner that inspires confidence
 - i. Quality of Character – optimism, creativity, integrity, dependability
 - j. Ability to sacrifice personal interests to the needs of the group as a whole

Each candidate's score on each criterion shall be documented and scored based on a 100-point scale. Scoring sheets shall be preserved and made available upon request to the candidate and/or the Union. Points awarded for Civil Service Oral Interviews for all candidates shall be posted fifteen (15) days prior to the written examination.

- B. Written Examination: The written examination shall be administered in accordance with the procedures set forth below:
- a. Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of three (3) years, whichever is less, for the ranks of Engineer and Captain and shall make these materials available and accessible at each duty station.
 - b. The reading list for written examinations shall include: the current CBA between the Village and Union; current department/Village policies; and no more than four (4) additional pieces of reading material relevant to the position being tested for.

- C. Once the written test points are awarded, a preliminary promotional list shall be posted, showing the names of each candidate; for scores less than sixty (60) percent after all components in aggregate for the process described above, that candidate shall be ineligible to be placed on the final list for promotion.
- D. Veteran points: A candidate on the preliminary promotion list who is eligible for veteran's points under 65 ILCS Section 5/10-1.16 may file a written application (accompanied by all relevant documentation) within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The Village shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's points that have been awarded. The final promotion list shall then be posted on the bulletin board at each fire station listing in rank order by name, from highest to lowest, the scores of all candidates. If no veteran's points are submitted, then the preliminary list (including its original date of posting) shall be designated as the final list.

Any candidate may pass the opportunity for promotion once prior to being removed from the list after subsequent passes. Acting assignments shall be made by the Chief in accordance with the applicable provisions of the CBA and compensated at the acting rate set forth therein. Declining an acting assignment shall not, standing alone, result in removal from a promotion list. Any candidate who wishes to withdraw from the promotional process at any point before the completion of all the components of the examination process shall do so by advising the Fire Chief in writing.

Appendix B

Engineer Promotional Practical Test — Framework

1. **Review the following Exercises**
 - a. Alley Dock
 - b. Parking at the curb to lay supply from a hydrant
 - c. Positioning apparatus at the scene
 - d. Diminishing clearance (Diminishing cone)
2. **Pumping and aerial exercise**
 - a. Connecting 5" Supply line
 - b. Setting up the pump.
 - c. Setting up the aerial and pumping with master discharge (FL for complete truck including plumbing, appliance, and aerial pipe will be 60 psi)
 - d. Demonstrating full operation of the aerial device.
 - e. Flowing a hand line
 - f. Smoothly change over from tank to hydrant
 - g. Common friction loss numbers, ideal nozzle pressures, etc.
3. **Drafting**
 - a. Using a Port-a-tank
 - b. Jet Siphon
 - c.
4. **Remember to verbalize:**
 - a. Checking for overhead power lines.
 - b. Using backers when backing up
 - c. Any additional information you feel will aid in the proctor's evaluation.

Hydraulics Calculations (per Jones & Bartlett Fire Apparatus Driver/Operator, 3rd Edition)

1 ¾ inch hoseline flowing 150 gpm friction loss is approximately 35 psi per 100 feet

2 ½ inch hoseline flowing 250 gpm friction loss is approximately 12.5 psi per 100 feet

2026 MISC. CONC. REPAIRS CONTRACT QUANTITY EXTENSION

Total Cost Summary

LOCATION / STREET	TOTAL COST
S. Glen Ave. (W. Edgewood St. to W. Birchwood St.)	\$ 200,823.08
S. Indiana Ave. (E. Jefferson St. to E. Crestwood St.)	\$ 107,581.77
S. Kansas Ave. (E. Jefferson St. to E. Crestwood St.)	\$ 94,889.31
S. Louisiana Ave. (E. Jefferson St. to E. Crestwood St.)	\$ 106,611.24
	\$ 509,905.40

Notes:

1. Completion date for these streets is 10/15/26.
2. One side of each street at a time so residents can park while driveways are removed.
3. All curb to be surveyed & staked by Morton.
4. All other items not noted to be in accordance with the Contract.

Gensini Excavating

Date

Village of Morton

Date

ADDITIONAL QUANTITIES TO BE ADDED TO 2026 MISC. CONC. REPAIRS CONTRACT

Location #1 - S. Glen Ave. (W. Edgewood St. to W. Birchwood St.)

PAY ITEM	ADDITIONAL QUANTITY		CONTRACT UNIT PRICE	ADDITIONAL AMOUNT
Comb. Curb & Gutter Removal	1,626.0	Foot	\$ 13.00	\$ 21,138.00
C. C. C. & G., Ty. B-6.12	1,626.0	Foot	\$ 62.00	\$ 100,812.00
Sidewalk Removal	688.0	Sq. Ft.	\$ 3.00	\$ 2,064.00
Detectable Warning Strip	10.0	Sq. Ft.	\$ 40.00	\$ 400.00
Driveway Pavement Removal	146.0	Sq. Yd.	\$ 20.00	\$ 2,920.00
Driveway Pavement, 6"	146.0	Sq. Yd.	\$ 128.50	\$ 18,761.00
Class D Patch, 4"	362.0	Sq. Yd.	\$ 102.84	\$ 37,228.08
Adjust Inlets	2	Each	\$ 2,975.00	\$ 5,950.00
Inlet Remove & Replace	3	Each	\$ 3,850.00	\$ 11,550.00
			TOTAL =	\$ 200,823.08

ADDITIONAL QUANTITIES TO BE ADDED TO 2026 MISC. CONC. REPAIRS CONTRACT

Location #2 - S. Indiana Ave. (E. Jefferson St. to E. Crestwood St.)

PAY ITEM	ADDITIONAL QUANTITY		CONTRACT UNIT PRICE	ADDITIONAL AMOUNT
Comb. Curb & Gutter Removal	960.0	Foot	\$ 13.00	\$ 12,480.00
C. C. C. & G., Ty. B-6.12	960.0	Foot	\$ 62.00	\$ 59,520.00
Driveway Pavement Removal	92.1	Sq. Yd.	\$ 20.00	\$ 1,842.00
Driveway Pavement, 6"	92.1	Sq. Yd.	\$ 128.50	\$ 11,834.85
Class D Patch, 4"	213.0	Sq. Yd.	\$ 102.84	\$ 21,904.92
			TOTAL =	\$ 107,581.77

ADDITIONAL QUANTITIES TO BE ADDED TO 2026 MISC. CONC. REPAIRS CONTRACT
Location #3 - S. Kansas Ave. (E. Jefferson St. to E. Crestwood St.)

PAY ITEM	ADDITIONAL QUANTITY		CONTRACT UNIT PRICE	ADDITIONAL AMOUNT
Comb. Curb & Gutter Removal	851.0	Foot	\$ 13.00	\$ 11,063.00
C. C. C. & G., Ty. B-6.12	851.0	Foot	\$ 62.00	\$ 52,762.00
Driveway Pavement Removal	78.3	Sq. Yd.	\$ 20.00	\$ 1,566.00
Driveway Pavement, 6"	78.3	Sq. Yd.	\$ 128.50	\$ 10,061.55
Class D Patch, 4"	189.0	Sq. Yd.	\$ 102.84	\$ 19,436.76
			TOTAL =	\$ 94,889.31

ADDITIONAL QUANTITIES TO BE ADDED TO 2026 MISC. CONC. REPAIRS CONTRACT

Location #4 - S. Louisiana Ave. (E. Jefferson St. to E. Crestwood St.)

PAY ITEM	ADDITIONAL QUANTITY		CONTRACT UNIT PRICE	ADDITIONAL AMOUNT
Comb. Curb & Gutter Removal	950.0	Foot	\$ 13.00	\$ 12,350.00
C. C. C. & G., Ty. B-6.12	950.0	Foot	\$ 62.00	\$ 58,900.00
Driveway Pavement Removal	92.0	Sq. Yd.	\$ 20.00	\$ 1,840.00
Driveway Pavement, 6"	92.0	Sq. Yd.	\$ 128.50	\$ 11,822.00
Class D Patch, 4"	211.0	Sq. Yd.	\$ 102.84	\$ 21,699.24
			TOTAL =	\$ 106,611.24

ORDINANCE NO. 27-01

AN ORDINANCE ANNEXING THE PROPERTY KNOWN AS 2607 W. JACKSON STREET, MORTON, ILLINOIS TO THE VILLAGE OF MORTON

WHEREAS, there has been filed with the Village Board of the Village of Morton, Illinois, a Petition for Annexation of the herein described tract of real estate, wherein it is recited that the Petitioner is the owner of all of the land within such territory and that no electors reside therein besides the owner of record; and

WHEREAS, said territory is contiguous with the boundary of the Village of Morton, Illinois; and

WHEREAS, said tract is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than herein set forth; and

WHEREAS, a notice of filing of said petition was duly served upon the Morton Fire Protection District; and

WHEREAS, it is the duty of the Board of Trustees of the Village of Morton to determine and consider the request for such annexation; and

WHEREAS, the Morton Plan Commission conducted a public hearing for the purpose of considering the annexation and zoning of the property described herein; and

WHEREAS, the corporate authorities of the Village of Morton in compliance with 65 ILCS 5/11-15.1-3 duly conducted a public hearing following published notice regarding the annexation agreement;

WHEREAS, the Village of Morton and the owner of record of all the land within the territory herein described to be annexed and zoned have entered into contemporaneously with the passage of this ordinance a Pre-Annexation Agreement, a copy of which is attached hereto and incorporated herein by reference thereto; and

WHEREAS, it is deemed to be in the best interests of the Village of Morton that this territory be annexed to and made a part of the Village of Morton, Illinois; and

WHEREAS, it is deemed to be in the best interests of the Village of Morton, Illinois, that this territory be zoned as herein set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazwell County, Illinois,

SECTION 1: That the property described below is hereby annexed to and made a part of the Village of Morton, Illinois; and the same here hereby included within the corporate limits of the Village of Morton.

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 480.40 FEET TO THE CENTERLINE OF WEST JACKSON STREET (U.S. ROUTE 150); THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, ALONG SAID CENTERLINE, 1649.60 FEET; THENCE NORTH 46 DEGREES 15 MINUTES 26 SECONDS EAST, 80.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET (US ROUTE 150) AND THE POINT OF BEGINNING OF THE ANNEXATION PARCEL TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET, U.S. ROUTE 150) THENCE NORTH 51 DEGREES 52 MINUTES 05 SECONDS WEST, 161.32 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 5.37 FEET; THENCE NORTH 45 DEGREES 42 MINUTES 27 SECONDS EAST, 295.12 FEET TO THE FORMER CENTERLINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE ALONG SAID FORMER CENTERLINE, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3050.00 FEET AND AN ARC LENGTH OF 243.99 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 10 MINUTES 55 SECONDS EAST AND A CHORD LENGTH OF 243.93 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 226.30 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 14 DEGREES 43 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 226.21 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET (U.S. ROUTE 150); (THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET, U.S. ROUTE 150) THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 22

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PIN: 06-06-07-401-012

SECTION 2: That the plat hereunto attached and marked “Exhibit A,” being a true, correct, and exact plat of the territory heretofore described in this ordinance, showing the relation of the existing boundary of the Village of Morton with the land being annexed, be made an express part of this ordinance.

SECTION 3: That the Notice to the Morton Fire Protection District marked “Exhibit B” be made an express part of this ordinance.

SECTION 4: The Pre-Annexation Agreement, in the form and substance as attached as “Exhibit C”, is hereby approved and the President of the Board of Trustees and the Village Clerk are authorized to execute the same.

SECTION 5: That, upon the taking effect of this ordinance, together with the attached Exhibits A and B, the Village Clerk shall file a certified copy of this ordinance in the office of the Tazewell County Recorder of Deeds.

SECTION 6: That the Plan Commission is directed to conduct a public hearing on the proposition of establishing the zoning classification of the annexed property as R-1, Single family and Planned Residential District..

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 _____, 2026; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2026.

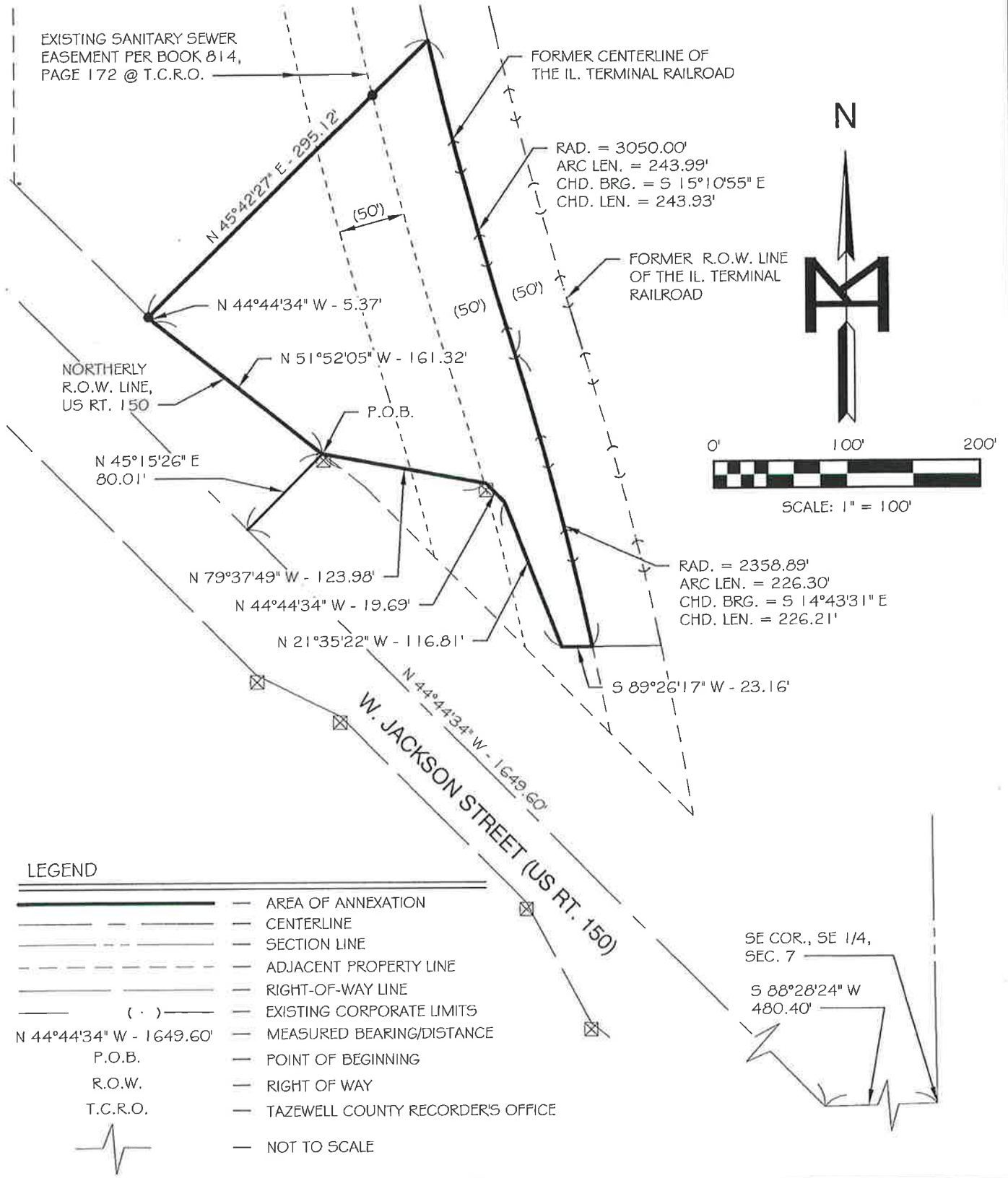
President

ATTEST:

Village Clerk

ANNEXATION - EXHIBIT A

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



ANNEXATION - EXHIBIT A

NOTES:

- 1) IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY 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.
- 2) THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) FLOOD INSURANCE RATE MAP NO. 17179C0065E COMMUNITY PANEL NO. 170815 0065 E AND 170652 0065 E, DATED 2/17/2017.
- 3) BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE, WEST ZONE, NAD83, 2011 ADJUSTMENT.
- 4) FIELD WORK COMPLETED OCTOBER 2025.

ANNEXATION DESCRIPTION

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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FROM THE POINT OF BEGINNING, (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET, U.S. ROUTE 150) THENCE NORTH 51 DEGREES 52 MINUTES 05 SECONDS WEST, 161.32 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 5.37 FEET; THENCE NORTH 45 DEGREES 42 MINUTES 27 SECONDS EAST, 295.12 FEET TO THE FORMER CENTERLINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE ALONG SAID FORMER CENTERLINE, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3050.00 FEET AND AN ARC LENGTH OF 243.99 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 10 MINUTES 55 SECONDS EAST AND A CHORD LENGTH OF 243.93 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 226.30 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 14 DEGREES 43 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 226.21 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET (U.S. ROUTE 150); (THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET, U.S. ROUTE 150) THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 123.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.289 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE WEST SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY, ALSO BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

STATE OF ILLINOIS)
 COUNTY OF PEORIA) SS

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE SURVEYED A PART OF LOT C OF LOT 2 IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE LAND SHOWN ON THIS PLAT LIES WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF MORTON WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN AND TO OUR BEST KNOWLEDGE AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100'. (1 INCH = 100 FEET)

DATED THIS 22ND DAY OF OCTOBER, 2025.

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


 DANIEL J. EVANS
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3348



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LICENSE EXPIRES NOVEMBER 30, 2026

P.I.N. 06-06-07-401-012



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	MOP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	10-22-25

ANNEXATION
 EXHIBIT

PROJECT NO.	24-473
SHEET 2 OF 2	
DRAWING NO.	1

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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FROM THE POINT OF BEGINNING, (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET, U.S. ROUTE 150) THENCE NORTH 51 DEGREES 52 MINUTES 05 SECONDS WEST, 161.32 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 5.37 FEET; THENCE NORTH 45 DEGREES 42 MINUTES 27 SECONDS EAST, 295.12 FEET TO THE FORMER CENTERLINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE ALONG SAID FORMER CENTERLINE, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3050.00 FEET AND AN ARC LENGTH OF 243.99 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 10 MINUTES 55 SECONDS EAST AND A CHORD LENGTH OF 243.93 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 226.30 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 14 DEGREES 43 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 226.21 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET (U.S. ROUTE 150); (THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET, U.S. ROUTE 150) THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 123.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.289 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE WEST SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY, ALSO BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.



NOTICE

Morton Area Farmer's Fire Protection District

Being all of the Trustees of the Morton Fire Protection District of Tazewell County, Illinois,

You and each of you are hereby notified that the Village of Morton, County of Tazewell, State of Illinois, which provides fire protection services, is about to annex territory hereinafter described, pursuant to the provisions of 65 ILCS 5/1-1-1 et seq., and that such annexation will take place no less than ten (10) days after service of this Notice upon you. A public hearing for this annexation is set in front of the Plan Commission on the 27th day of April, 2025. Said real estate is described as follows:

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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FROM THE POINT OF BEGINNING, (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET, U.S. ROUTE 150) THENCE NORTH 51 DEGREES 52 MINUTES 05 SECONDS WEST, 161.32 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 5.37 FEET; THENCE NORTH 45 DEGREES 42 MINUTES 27 SECONDS EAST, 295.12 FEET TO THE FORMER CENTERLINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE ALONG SAID FORMER CENTERLINE, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3050.00 FEET AND AN ARC LENGTH OF 243.99 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 10 MINUTES 55 SECONDS EAST AND A CHORD LENGTH OF 243.93 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 226.30

FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 14 DEGREES 43 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 226.21 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET (U.S. ROUTE 150); (THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET, U.S. ROUTE 150) THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 123.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.289 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE WEST SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY, ALSO BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

PIN: 06-06-04-401-012

Common Address: 2607 W. Jackson, Morton, IL 61550


The aforesaid property is not situated within the bounds of any municipality, but it is contiguous to the corporate limits of the Village of Morton.

Respectfully Submitted,

Village of Morton

By: 
Jeffrey Kaufman
President of the Board of Trustees

ATTEST:




Sam Ritthaler, Village Clerk

AFFIDAVIT OF SERVICE)
)
STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

Shane A. Richards, being first duly sworn, deposes and says on oath that as Corporation Counsel of the Village of Morton he did cause the foregoing Notice to be served upon the Trustees of the Morton Area Farmer's Fire Protection District, and each of them, by mailing a true and accurate copy of the same by certified mail to the said Trustees at the addresses set forth below their names on the 1st day of April, 2026, by depositing same in the United States Mail at Mackinaw Illinois, Certified, Postage Prepaid.


SHANE A. RICHARDS
Corporation Counsel for
Village of Morton

Subscribed and sworn to before me this 1 day of April, 2026.


Notary Public





PRE-ANNEXATION AGREEMENT
between
THE VILLAGE OF MORTON, ILLINOIS
and
WES ROODHOUSE

THIS AGREEMENT is made this ____ day of _____ 2026, by and between the VILLAGE OF MORTON, a municipal corporation of the County of Tazwell and State of Illinois, hereinafter called "VILLAGE," and Wes Roodhouse, hereinafter called "OWNER," and is made pursuant to and in accordance with 65 ILCS 5/11-15.1-1 et seq.

WHEREAS, OWNER is the legal titleholder of the property described as follows:

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 14 DEGREES 43 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 226.21 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET (U.S. ROUTE 150); (THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET, U.S. ROUTE 150) THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 123.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.289 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE WEST SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY, ALSO BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

PIN: 06-06-07-401-012

Common Address: 2607 W. Jackson Street, Morton, IL 61550

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-15.1-1 et seq., a proposed Pre-Annexation Agreement of the same form and substance as this Agreement was submitted to the Village Board; and a public hearing was held thereon pursuant to notice as required by statute; and

WHEREAS, pursuant to notice as required by statute and ordinance, a public hearing was held by the Plan Commission of the Village of Morton on the requested zoning classification; and recommendations were made to the Village Board.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, the parties hereto do hereby agree as follows:

1. The OWNER shall file and diligently proceed with a Petition for Annexation to the VILLAGE OF MORTON of the property described above in accordance with the provisions for annexation set forth in 65 ILCS 5/7-1-1 et seq., which Petition shall incorporate by reference all terms of this Agreement. OWNER shall, in, conjunction with said Petition for Annexation, furnish the VILLAGE an annexation plat.

2. The VILLAGE agrees that, upon receipt of a proper Petition, it will annex the property described above and that same will be zoned as R-1, Single Family and Planned Residential District.

3. OWNER shall be responsible for and pay the following fees and costs:

- a. A right to connect fee in the amount of \$15.00 per front foot based on 260 fee, or a total fee of \$3,900.
- b. A development/annexation fee of \$1,568.34.
- c. All cost to install water and sewer lines and utility infrastructure, at this time estimated to be \$12,000.00.
- d. Water permit fee of \$50.00.
- e. Sewer permit fee of \$50.00.
- f. Any and all costs related to installing the water main on the north side of Jackson Street.
- g. Any and all costs related to installing the sanitary sewer.
- h. Any and all utility hook-up and tap fees that may apply.

VILLAGE shall facilitate the water connection to annexed property upon its installation of a water main on the north side of Jackson Street, but OWNER must pay the above fees before water is connected. The above fees shall be due within thirty (30) days of the passage of an ordinance approving this agreement.

4. The provisions of this Agreement shall be binding upon and enforceable against the VILLAGE and the OWNER and its successors and assigns for a period of twenty (20) years from the date hereof as provided in 65 ILCS 5/11-15.1-1 et seq.

5. An executed copy of the Pre-Annexation Agreement or a memorandum thereof shall be recorded among the land records in the Office of the Tazewell County Recorder of Deeds at the same time as the annexation ordinance is recorded.

6. The annexation ordinance passed by the VILLAGE pursuant to the provisions hereof shall incorporate the provisions of this Agreement by reference, and this Agreement shall be made a part of said ordinance.

7. If any provisions of this Agreement or any section, sentence, clause, or word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Agreement and the application of any such provision, section, sentence, clause, or word in any other circumstance shall not be affected thereby.

8. The rights, obligations, and duties of the parties as herein set forth shall apply to each and every portion of the territory to be annexed.

9. OWNER agrees that he expressly waives any rights he has to disconnect the property, as provided in 65 ILCS 5/7-3-6, as now in force or as may be amended from time to time.

10. OWNER will dedicate easements as shown in Exhibits A and B of this agreement.

IN WITNESS WHEREOF, the parties of this Agreement have caused these presents to be executed the day and year first written above.

VILLAGE OF MORTON,
a Municipal Corporation:

By: Jeffrey L. Kaufman
Jeffrey Kaufman, President

OWNER:

Wes Roodhouse
Wes Roodhouse

ATTEST:

Sam Ritthaler
Sam Ritthaler, 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

James W. Roodhouse, hereinafter "GRANTOR" for and in consideration of One Dollar and other good and valuable consideration, including but not limited to, the undertakings agreed to by GRANTOR 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:

A part of Lot 2 as shown on plat of survey recorded in Plat Book "J", page 477 at the Tazewell County Recorder's Office, being part of the Southeast Quarter of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois. More particularly described as follows;

Commencing at the southeast corner of the Southeast Quarter of said Section 7, thence south 88 degrees 28 minutes 24 seconds west, along the south line of said Northeast Quarter, 480.40 feet to the centerline of West Jackson Street (U.S. Route 150); thence north 44 degrees 44 minutes 34 seconds west, along said centerline, 1420.81 feet; thence north 45 degrees 15 minutes 26 seconds east, 104.99 feet; thence north 89 degrees 26 minutes 17 seconds east, 23.16 feet to the point of beginning of the annexation parcel to be described;

From the point of beginning thence along a curve concave to the southwest having a radius of 2358.89 feet and an arc length of 147.10 feet, being subtended a chord bearing south 13 degrees 45 minutes 48 seconds east, and a chord length of 147.07 feet; thence south 85 degrees 47 minutes 00 seconds east, 87.79 feet; thence south 07 degrees 03 minutes 30 seconds east, 136.75 feet, thence north 89 degrees 26 minutes 17 seconds east, 69.37 feet to the point of beginning, containing 0.247 acres, more or less.

Part of PIN: 06-06-07-402-001

Commonly known as 2607 W. Jackson Street, Morton, IL 61550

B. PURPOSE OF EASEMENT: This Easement is for the installation, maintenance, construction and repair of water and sanitary sewer lines.

C. RIGHTS CONVEYED TO GRANTEE: The right of ingress and egress over the land of the GRANTOR, as described in Paragraph A, for the purpose of installing a water main 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 water main, 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, his 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 this ____ day of _____, 2026, and thereafter the GRANTEE, the Village of Morton has accepted this Easement.

GRANTOR:

James W. Roodhouse

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 _____, 2026. 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.

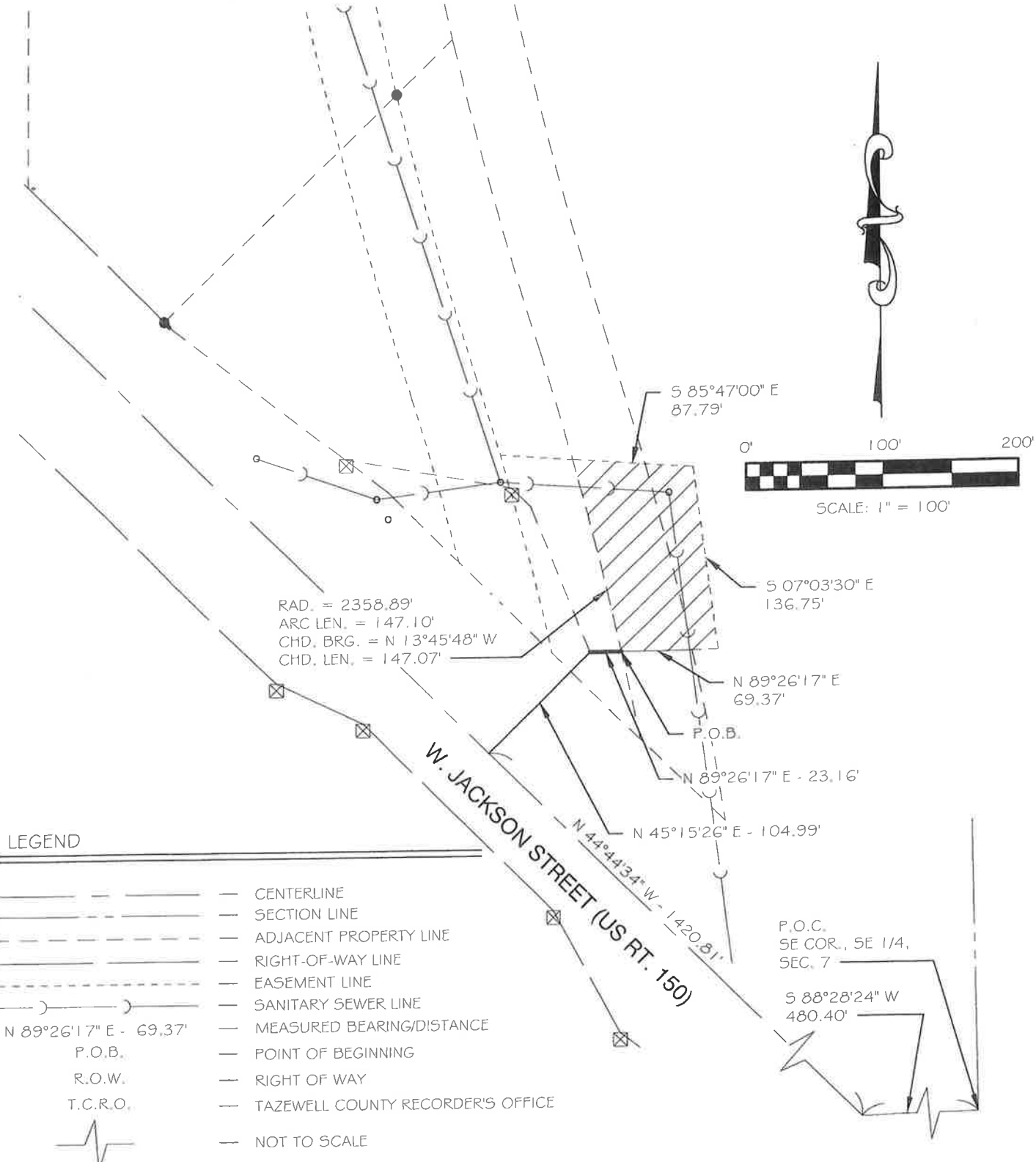
BY: _____
Village President

ATTESTED TO:

Village Clerk

EASEMENT - EXHIBIT A

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



LEGEND

- CENTERLINE
 - SECTION LINE
 - ADJACENT PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - SANITARY SEWER LINE
 - MEASURED BEARING/DISTANCE
 - POINT OF BEGINNING
 - RIGHT OF WAY
 - TAZEWELL COUNTY RECORDER'S OFFICE
 - NOT TO SCALE
- N 89°26'17" E - 69.37'
 P.O.B.
 R.O.W.
 T.C.R.O.

P.I.N. 06-06-07-402-001



THOUVENOT, WADE & MOERCHEN, INC.
 5901 N. Prospect Road, Suite 6B
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 www.twm-inc.com

Office: (309) 692-8500
 Fax: (309) 692-8501
 Professional Design Firm #184.001220

SURVEYED	MDP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

EASEMENT EXHIBIT

PROJECT NO.	25-473
SHEET 1 OF 2	DRAWING NO.
	1

EASEMENT - EXHIBIT A

NOTES:

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- 3) BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE, WEST ZONE, NAD83, 2011 ADJUSTMENT.
- 4) FIELD WORK COMPLETED _____, 2025.

EASEMENT DESCRIPTION

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FROM THE POINT OF BEGINNING, THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 147.10 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 13 DEGREES 45 MINUTES 48 SECONDS EAST, AND A CHORD LENGTH OF 147.07 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 00 SECONDS EAST, 87.79 FEET; THENCE SOUTH 07 DEGREES 03 MINUTES 30 SECONDS EAST, 136.75 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 17 SECONDS EAST, 69.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRES, MORE OR LESS.

STATE OF ILLINOIS)
COUNTY OF PEORIA) SS

WE, THOUVENOT, WADE AND MOERCHEN, INC. DO HEREBY STATE THAT WE HAVE SURVEYED A PART OF LOT C OF LOT 2 IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE LAND SHOWN ON THIS PLAT LIES WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF MORTON WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN AND TO OUR BEST KNOWLEDGE AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100'. (1 INCH = 100 FEET)

DATED THIS _____ DAY OF _____, 2026.

THOUVENOT, WADE & MOERCHEN, INC.

DANIEL J. EVANS
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3348
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LICENSE EXPIRES NOVEMBER 30, 2026

P.I.N. 06-06-07-402-001



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Fax: (309) 692-8501
Professional Design Firm #184.001220

SURVEYED	MOP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

EASEMENT
EXHIBIT

PROJECT NO.	25-473
SHEET 2 OF 2	
DRAWING NO.	1



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From the point of beginning, thence north 21 degrees 35 degrees 22 seconds west, 116.81 feet; thence north 44 degrees 28 minutes 24 seconds west, 19.69 feet; thence north 79 degrees 37 minutes 49 seconds west, 1.29 feet; thence north 15 degrees 41 minutes 06 seconds west, 25.09 feet; thence south 85 degrees 47 minutes 00 seconds east, 53.20 feet; thence along a curve concave to the southwest having a radius of 2358.89 feet and an arc length of 147.10 feet, being subtended by a chord bearing south 13 degrees 45 minutes 48 seconds east, and a chord length of 147.07 feet; thence south 89 degrees 26 minutes 17 seconds west, 23.16 feet to the point of beginning containing 0.122 acres more or less.

Part of PIN: 06-06-07-401-012
Commonly known as 2607 W. Jackson Street, Morton, IL 61550

B. PURPOSE OF EASEMENT: This Easement is for the installation, maintenance, construction and repair of water and sanitary sewer lines.

C. RIGHTS CONVEYED TO GRANTEE: The right of ingress and egress over the land of the GRANTOR, as described in Paragraph A, for the purpose of installing a water main 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 water main, 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, his 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 this ____ day of _____, 2026, and thereafter the GRANTEE, the Village of Morton has accepted this Easement.

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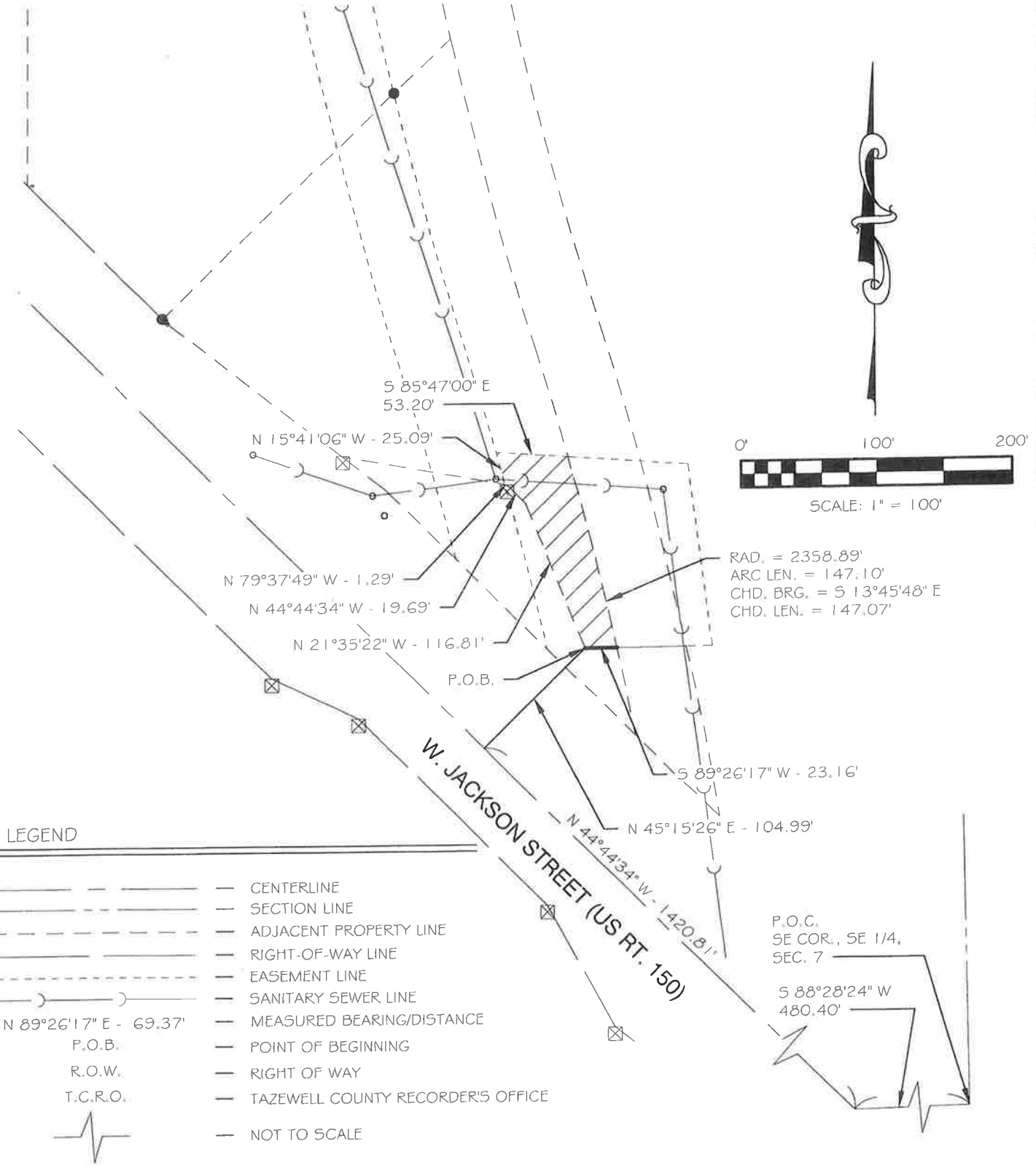
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Village President

ATTESTED TO:

Village Clerk

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- NOT TO SCALE

P.I.N. 06-06-07-401-012



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SURVEYED	MDP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

**EASEMENT
EXHIBIT**

PROJECT NO.	25-473
SHEET 1 OF 2	
DRAWING NO.	1

EASEMENT - EXHIBIT A

NOTES:

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FROM THE POINT OF BEGINNING, THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 1.29 FEET; THENCE NORTH 15 DEGREES 41 MINUTES 06 SECONDS WEST, 25.09 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 00 SECONDS EAST, 53.20 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 147.10 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 13 DEGREES 45 MINUTES 48 SECONDS EAST, AND A CHORD LENGTH OF 147.07 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET TO THE POINT OF BEGINNING, CONTAINING 0.122 ACRES, MORE OR LESS.

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DATED THIS _____ DAY OF _____, 2026.

THOUVENOT, WADE & MOERCHEN, INC.

DANIEL J. EVANS
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3348
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LICENSE EXPIRES NOVEMBER 30, 2026

P.I.N. 06-06-07-401-012



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SURVEYED	MDP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

EASEMENT
EXHIBIT

PROJECT NO. 25-473
SHEET 2 OF 2
DRAWING NO. 1

RESOLUTION NO. 01-27

**RESOLUTION ACCEPTING UTILITY EASEMENTS FROM WES ROODHOUSE
REGARDING 2607 WEST JACKSON STREET**

WHEREAS, the Director of Public Works has recommended that the Village obtain easements for water main and sanitary sewer purposes upon annexing 2607 W. Jackson Street, the process for completing that annexation being underway; and

WHEREAS, Wes Roodhouse is willing to dedicate and grant two easements to the Village of Morton according to those terms and conditions as set forth in Exhibit A and Exhibit B attached hereto.

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 easements, in the form and substance as attached to this Resolution, is hereby approved and the President and Village Clerk are authorized to execute same.

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



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

RETURN DOCUMENT TO:
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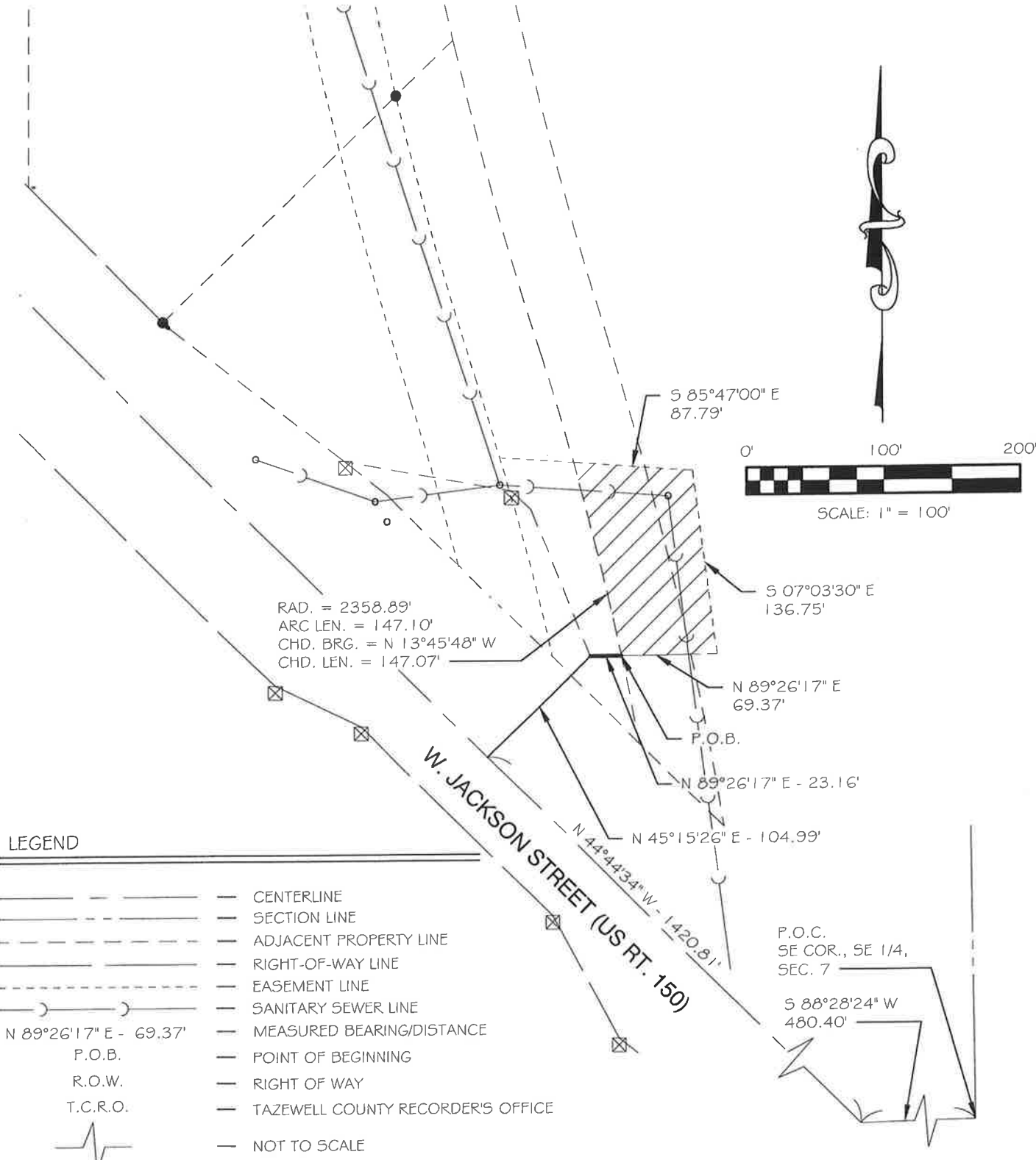
BY: _____
Village President

ATTESTED TO:

Village Clerk

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- CENTERLINE
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DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

**EASEMENT
EXHIBIT**

PROJECT NO.	25-473
SHEET 1 OF 2	
DRAWING NO.	1

EASEMENT - EXHIBIT A

NOTES:

- 1) IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY 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.
- 2) THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) FLOOD INSURANCE RATE MAP NO. 17179C0065E COMMUNITY PANEL NO. 170815 0065 E AND 170652 0065 E, DATED 2/17/2017.
- 3) BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE, WEST ZONE, NAD83, 2011 ADJUSTMENT.
- 4) FIELD WORK COMPLETED _____, 2025.

EASEMENT DESCRIPTION

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 480.40 FEET TO THE CENTERLINE OF WEST JACKSON STREET (U.S. ROUTE 150); THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, ALONG SAID CENTERLINE, 1420.81 FEET; THENCE NORTH 45 DEGREES 15 MINUTES 26 SECONDS EAST, 104.99 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 17 SECONDS EAST, 23.16 FEET TO THE POINT OF BEGINNING OF THE ANNEXATION PARCEL TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 147.10 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 13 DEGREES 45 MINUTES 48 SECONDS EAST, AND A CHORD LENGTH OF 147.07 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 00 SECONDS EAST, 87.79 FEET; THENCE SOUTH 07 DEGREES 03 MINUTES 30 SECONDS EAST, 136.75 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 17 SECONDS EAST, 69.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.247 ACRES, MORE OR LESS.

STATE OF ILLINOIS)
COUNTY OF PEORIA) 55

WE, THOUVENOT, WADE AND MOERCHEN, INC. DO HEREBY STATE THAT WE HAVE SURVEYED A PART OF LOT C OF LOT 2 IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE LAND SHOWN ON THIS PLAT LIES WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF MORTON WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN AND TO OUR BEST KNOWLEDGE AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100'. (1 INCH = 100 FEET)

DATED THIS _____ DAY OF _____, 2026.

THOUVENOT, WADE & MOERCHEN, INC.

DANIEL J. EVANS
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3348
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LICENSE EXPIRES NOVEMBER 30, 2026

P.I.N. 06-06-07-402-001



THOUVENOT, WADE & MOERCHEN, INC.

5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.twm-inc.com

Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.001220

SURVEYED	MDP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

**EASEMENT
EXHIBIT**

PROJECT NO.	25-473
SHEET 2 OF 2	
DRAWING NO.	1



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

James W. Roodhouse, hereinafter "GRANTOR" for and in consideration of One Dollar and other good and valuable consideration, including but not limited to, the undertakings agreed to by GRANTOR 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:

A part of Lot C of Lot 2 as shown on the plat of survey recorded in Plat Book "J", page 477 at the Tazewell County Recorder's Office, being part of the Southeast Quarter of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois. More particularly described as follows;

Commencing at the Southeast corner of the Southeast Quarter of said Section 7, thence south 88 degrees 28 minutes 24 seconds west, along the south line of said Northeast Quarter, 480.40 feet to the centerline of West Jackson Street (U.S. Route 150); thence north 44 degrees 44 minutes 34 second west, along said centerline, 1420.81 feet; thence north 45 degrees 15 minutes 26 seconds east, 104.99 feet to the northerly right of way line of said West Jackson Street (U.S. Route 150) and the point of the beginning of the annexation parcel to be described;

From the point of beginning, thence north 21 degrees 35 degrees 22 seconds west, 116.81 feet; thence north 44 degrees 28 minutes 24 seconds west, 19.69 feet; thence north 79 degrees 37 minutes 49 seconds west, 1.29 feet; thence north 15 degrees 41 minutes 06 seconds west, 25.09 feet; thence south 85 degrees 47 minutes 00 seconds east, 53.20 feet; thence along a curve concave to the southwest having a radius of 2358.89 feet and an arc length of 147.10 feet, being subtended by a chord bearing south 13 degrees 45 minutes 48 seconds east, and a chord length of 147.07 feet; thence south 89 degrees 26 minutes 17 seconds west, 23.16 feet to the point of beginning containing 0.122 acres more or less.

Part of PIN: 06-06-07-401-012

Commonly known as 2607 W. Jackson Street, Morton, IL 61550

B. PURPOSE OF EASEMENT: This Easement is for the installation, maintenance, construction and repair of water and sanitary sewer lines.

C. RIGHTS CONVEYED TO GRANTEE: The right of ingress and egress over the land of the GRANTOR, as described in Paragraph A, for the purpose of installing a water main 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 water main, 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, his 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 this ____ day of _____, 2026, and thereafter the GRANTEE, the Village of Morton has accepted this Easement.

GRANTOR:

James W. Roodhouse

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 _____, 2026. 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.

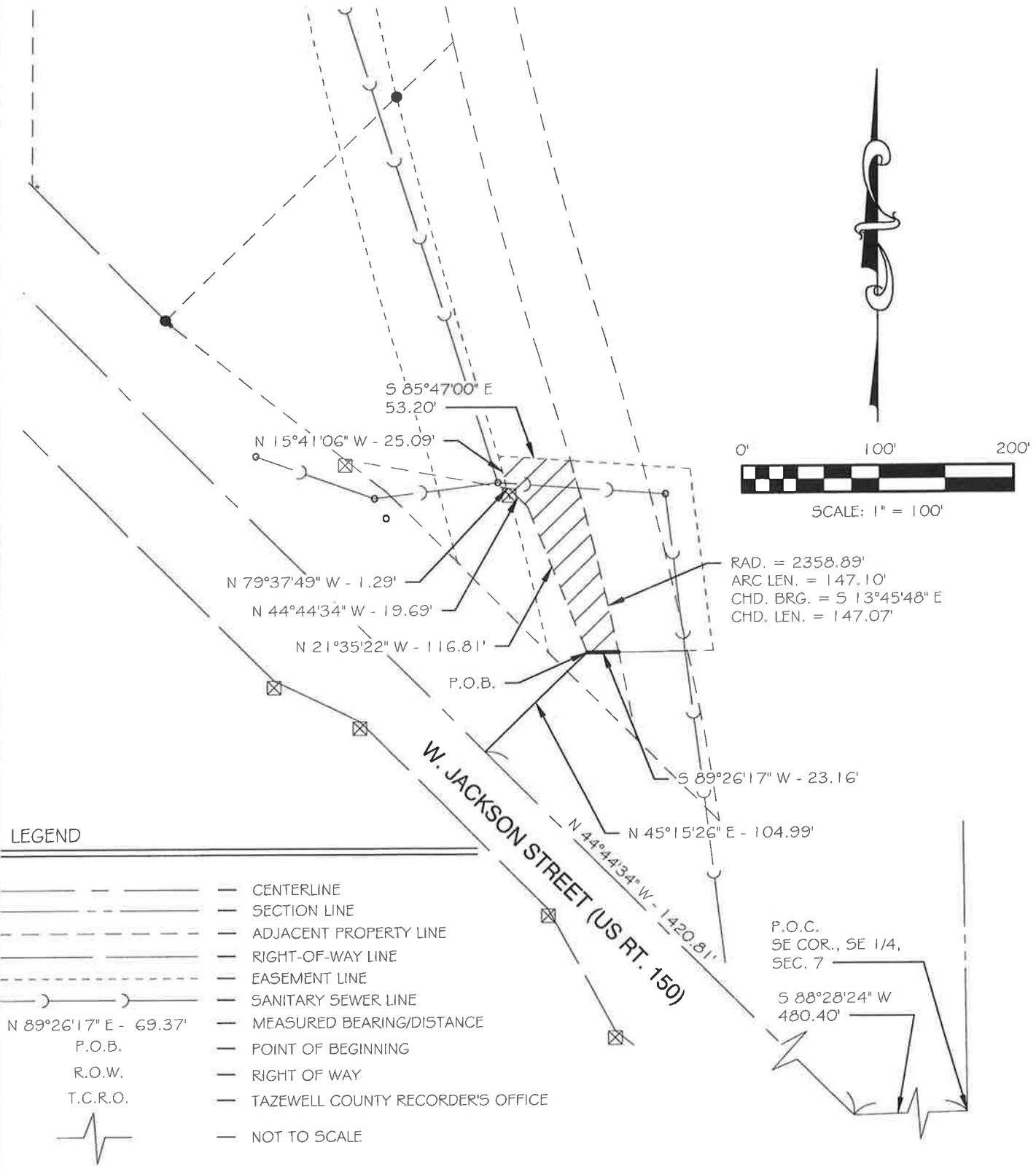
BY: _____
Village President

ATTESTED TO:

Village Clerk

EASEMENT - EXHIBIT A

A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



LEGEND

- CENTERLINE
- SECTION LINE
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SANITARY SEWER LINE
- MEASURED BEARING/DISTANCE
- P.O.B.
- POINT OF BEGINNING
- RIGHT OF WAY
- TAZEWELL COUNTY RECORDER'S OFFICE
- NOT TO SCALE

P.I.N. 06-06-07-401-012



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SURVEYED	MDP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

**EASEMENT
EXHIBIT**

PROJECT NO.	25-473
SHEET	1 OF 2
DRAWING NO.	1

EASEMENT - EXHIBIT A

NOTES:

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FROM THE POINT OF BEGINNING, THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 1.29 FEET; THENCE NORTH 15 DEGREES 41 MINUTES 06 SECONDS WEST, 25.09 FEET; THENCE SOUTH 85 DEGREES 47 MINUTES 00 SECONDS EAST, 53.20 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 147.10 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 13 DEGREES 45 MINUTES 48 SECONDS EAST, AND A CHORD LENGTH OF 147.07 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET TO THE POINT OF BEGINNING, CONTAINING 0.122 ACRES, MORE OR LESS.

STATE OF ILLINOIS)
 COUNTY OF PEORIA) SS

WE, THOUVENOT, WADE AND MOERCHEN, INC. DO HEREBY STATE THAT WE HAVE SURVEYED A PART OF LOT C OF LOT 2 IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE LAND SHOWN ON THIS PLAT LIES WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF MORTON WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN AND TO OUR BEST KNOWLEDGE AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100'. (1 INCH = 100 FEET)

DATED THIS _____ DAY OF _____, 2026.

THOUVENOT, WADE & MOERCHEN, INC.

 DANIEL J. EVANS
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3348
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LICENSE EXPIRES NOVEMBER 30, 2026

P.I.N. 06-06-07-401-012



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SURVEYED	MDP
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	02-25-26

**EASEMENT
 EXHIBIT**

PROJECT NO. 25-473
SHEET 2 OF 2
DRAWING NO. 1

AGENDA
PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, APRIL 27th, 2026
FREEDOM HALL, 349 W. BIRCHWOOD ST., MORTON, ILLINOIS

- I. Call to Order / Roll Call**
- II. Approval of Minutes Regular Meeting –MARCH 23rd, 2026**
- III. Public Hearing(s):**
 - A. Petition for Annexation - 2607 W Jackson St. (PIN 06-06-07-401-012)**
 - B. Petition No. 26-04ZA –A Petition has been received for 700 W Jefferson St. requesting a zoning amendment (B-2 to R-2).**
- IV. Other Business:**

- VI. Adjourn**

**MORTON PLAN COMMISSION
MINUTES – MARCH 23rd, 2026**

The Plan Commission met on Monday March 23rd, 2026, at 7:00 P.M., Chairman Aupperle presiding. Present: Knepp, Sutter, Geil, Barton, Ritterbusch, Zobrist. Absent: Yordy & Keach. Also in attendance: Trustee Hilliard, Zoning Officer Zack Davis & Village Attorney Pat McGrath.

Aupperle asked for the approval of the minutes from the February 23rd, 2026 Plan Commission meeting. Geil made a motion to approve the minutes from the February 23rd, 2026 meeting. Knepp seconded the motion to approve. The February 23rd, 2026 minutes were unanimously approved by a voice vote.

Public Hearing(s):

A. AN ORDINANCE MAKING AMENDMENTS TO TITLE 10 OF THE MORTON MUNICIPAL CODE REGARDING ZONING OF INSTRUCTIONAL FITNESS STUDIOS

Village Attorney McGrath explained the proposed amendments to the code surrounding Instructional Fitness Studios. Following a short discussion, a motion to approve was made by Barton. A second motion to approve was made by Aupperle. The following votes were cast to recommend approval of the zoning amendments to the municipal code.

Yes – Knepp, Geil, Ritterbusch, Sutter, Aupperle, Barton, Zobrist
No – None

B. AN ORDINANCE MAKING AMENDMENTS TO TITLE 10 OF THE MORTON MUNICIPAL CODE REGARDING ZONING OF BOUTIQUE EVENT CENTERS

Village Attorney McGrath explained the proposed amendments to the code surrounding Boutique Event Centers. Following a short discussion, a motion to approve was made by Zobrist. A second motion to approve was made by Geil. The following votes were cast to recommend approval of the zoning amendments to the municipal code.

Yes – Knepp, Geil, Ritterbusch, Sutter, Aupperle, Barton, Zobrist
No – None

C. No. 26-03SP –Special Use in B-2: Instructional Fitness Studio

Petitioner, Jamie Hanback, presented her business plan to the Plan Commission with the intent being to obtain a Special Use to Operate a Instructional Fitness Studio at 401 W Jefferson St. This petition is contingent upon the Instructional Fitness Studio use being successfully added to the municipal code at the next board meeting on April 6th, 2026.

After a short discussion, Knepp made a motion of approval followed by a second motion of approval from Barton. The following votes were cast to recommend approval of the zoning amendments to the municipal code.

Yes – Knepp, Geil, Ritterbusch, Sutter, Aupperle, Barton
No – None
Abstain - Zobrist

Other Business:

With no further business, Sutter made a motion to adjourn. A second motion to adjourn was made by Zobrist. With a voice roll call, there was unanimous approval to adjourn.

IN THE MATTER OF:
PETITION FOR ANNEXATION OF
PROPERTY TO THE VILLAGE OF
MORTON, TAZEWELL COUNTY,
STATE OF ILLINOIS.

PETITION FOR ANNEXATION

TO: President and Board of Trustees, Village of Morton, Tazewell County, Illinois.

The undersigned Petitioner, Wes Roodhouse, petitions to annex property to the Village of Morton and in support thereof, respectfully states as follows:

1. Petitioner owns of record premises described on the attached *Exhibit A* sought to be annexed.
2. There are no electors residing on the premises other than the undersigned.
3. The premises is contiguous to the Village limits of the Village of Morton and is not within the corporate limits of any other municipality.

WHEREFORE, Petitioner requests that the premises described on the attached Exhibit "A" be annexed to the Village of Morton.

Dated: 4/1/2026

Wes Roodhouse
Wes Roodhouse

OATH OR AFFIRMATION

STATE OF ILLINOIS)
)
COUNTY OF TAZEWELL)

The undersigned, being first duly sworn on oath or affirmation, deposes and states that he has read the foregoing Petition for Annexation and Rezoning, by him subscribed, and that the matters and things therein declared are true in substance and in fact.

Wes Roodhouse
Wes Roodhouse

Subscribed and sworn to before me this 1st day of April 2026 MB
~~2025.~~



Michelle D Bishop
Notary Public

EXHIBIT A

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COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 480.40 FEET TO THE CENTERLINE OF WEST JACKSON STREET (U.S. ROUTE 150); THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, ALONG SAID CENTERLINE, 1649.60 FEET; THENCE NORTH 46 DEGREES 15 MINUTES 26 SECONDS EAST, 80.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET (US ROUTE 150) AND THE POINT OF BEGINNING OF THE ANNEXATION PARCEL TO BE DESCRIBED;

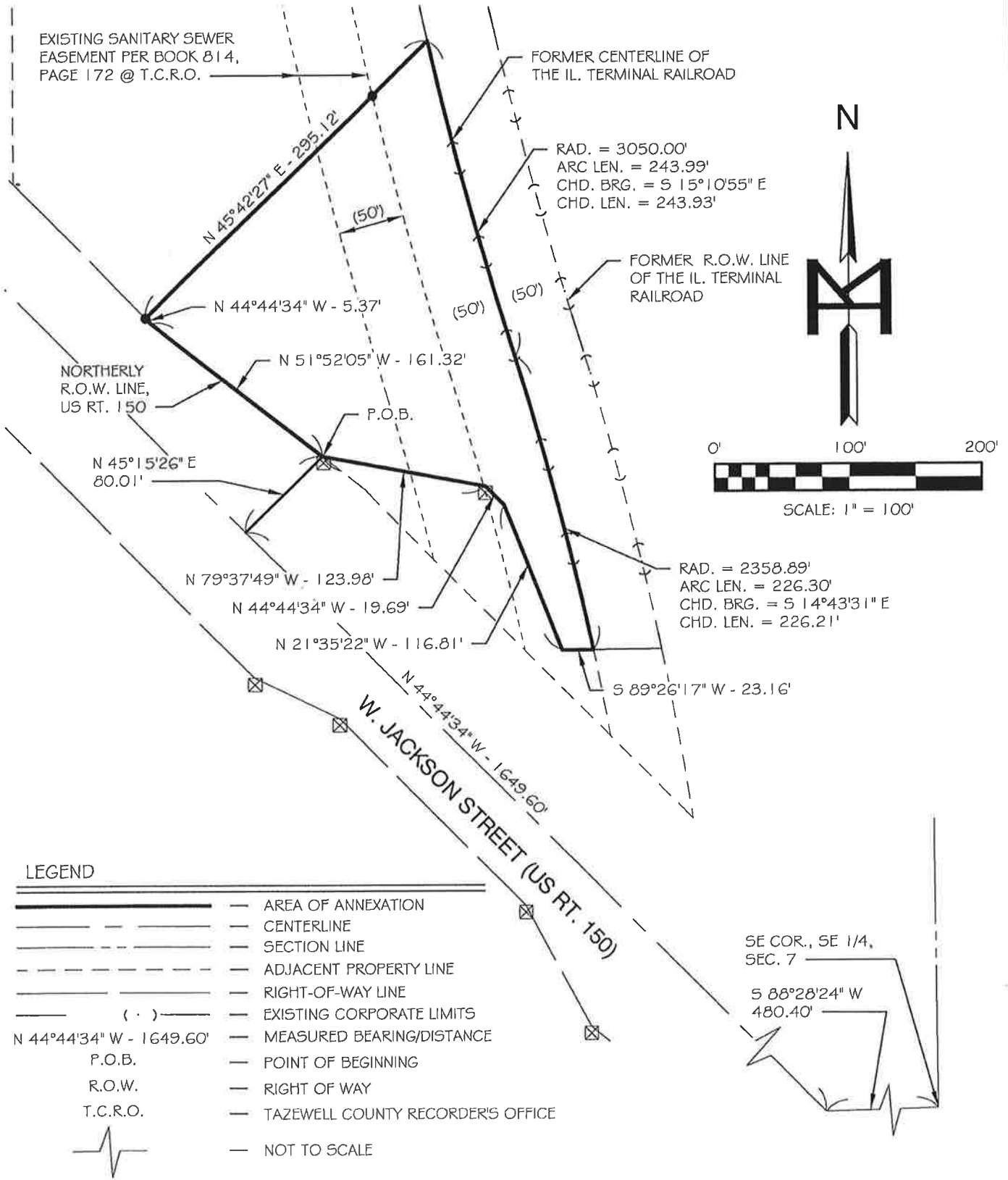
FROM THE POINT OF BEGINNING, (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET, U.S. ROUTE 150) THENCE NORTH 51 DEGREES 52 MINUTES 05 SECONDS WEST, 161.32 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 5.37 FEET; THENCE NORTH 45 DEGREES 42 MINUTES 27 SECONDS EAST, 295.12 FEET TO THE FORMER CENTERLINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE ALONG SAID FORMER CENTERLINE, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3050.00 FEET AND AN ARC LENGTH OF 243.99 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 10 MINUTES 55 SECONDS EAST AND A CHORD LENGTH OF 243.93 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 226.30 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 14 DEGREES 43 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 226.21 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET (U.S. ROUTE 150); (THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET, U.S. ROUTE 150) THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 123.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.289 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE WEST SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY, ALSO BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

PIN: 06-06-07-401-012

Common Address: 2607 W. Jackson Street, Morton IL 61550.

ANNEXATION - EXHIBIT A

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P.I.N. 06-06-07-401-012		ANNEXATION EXHIBIT	PROJECT NO. 24-473
SURVEYED	MDP	ANNEXATION EXHIBIT	SHEET 1 OF 2
DRAWN	LDE		DRAWING NO.
CHECKED	DJE		1
SCALE	1" = 100'		
DATE	10-22-25		

ANNEXATION - EXHIBIT A

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- 4) FIELD WORK COMPLETED OCTOBER 2025.

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A PART OF LOT C OF LOT 2 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN PLAT BOOK "J", PAGE 477 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, BEING IN PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 480.40 FEET TO THE CENTERLINE OF WEST JACKSON STREET (U.S. ROUTE 150); THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, ALONG SAID CENTERLINE, 1649.60 FEET; THENCE NORTH 46 DEGREES 15 MINUTES 26 SECONDS EAST, 80.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET (US ROUTE 150) AND THE POINT OF BEGINNING OF THE ANNEXATION PARCEL TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, (THE FOLLOWING 2 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID WEST JACKSON STREET, U.S. ROUTE 150) THENCE NORTH 51 DEGREES 52 MINUTES 05 SECONDS WEST, 161.32 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 5.37 FEET; THENCE NORTH 45 DEGREES 42 MINUTES 27 SECONDS EAST, 295.12 FEET TO THE FORMER CENTERLINE OF THE ILLINOIS TERMINAL RAILROAD; THENCE ALONG SAID FORMER CENTERLINE, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3050.00 FEET AND AN ARC LENGTH OF 243.99 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 15 DEGREES 10 MINUTES 55 SECONDS EAST AND A CHORD LENGTH OF 243.93 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2358.89 FEET AND AN ARC LENGTH OF 226.30 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 14 DEGREES 43 MINUTES 31 SECONDS EAST AND A CHORD LENGTH OF 226.21 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET (U.S. ROUTE 150); (THE FOLLOWING 4 COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF WEST JACKSON STREET, U.S. ROUTE 150) THENCE SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, 23.16 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 22 SECONDS WEST, 116.81 FEET; THENCE NORTH 44 DEGREES 44 MINUTES 34 SECONDS WEST, 19.69 FEET; THENCE NORTH 79 DEGREES 37 MINUTES 49 SECONDS WEST, 123.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.289 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE WEST SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY, ALSO BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

STATE OF ILLINOIS)
 COUNTY OF PEORIA) 55

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE SURVEYED A PART OF LOT C OF LOT 2 IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND THAT THE LAND SHOWN ON THIS PLAT LIES WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF MORTON WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN AND TO OUR BEST KNOWLEDGE AND BELIEF, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 100'. (1 INCH = 100 FEET)

DATED THIS 22ND DAY OF OCTOBER, 2025.

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



DANIEL J. EVANS
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3348



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LICENSE EXPIRES NOVEMBER 30, 2026

P.I.N. 06-06-07-401-012



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
DRAWN	LDE
CHECKED	DJE
SCALE	1" = 100'
DATE	10-22-25

**ANNEXATION
 EXHIBIT**

PROJECT NO.	24-473
SHEET	2 OF 2
DRAWING NO.	1

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 26-04 ZA Date: 3/2/26

1. Legal Description: SEC 17 T25N R3W SCHOCKS 2ND ADDN LOT 7 SE 1/4

Street Address: 700 W JEFFERSON Street Morton, IL 61550

2. Area of subject property: 4,410 sq. ft. or _____ Ac.

3. Present land use: B-2

Proposed land use or special use: R-2 for a 2 unit multifamily rental

Requested zoning change: from B-2 District to R2 District

4. Surrounding zoning districts:

North B-2 East R-3 South B-2 West B-2

5. Subject property is owned by:

Name: HILLCREST DENTAL LABORATORY

Address: 700 W Jefferson Morton, IL 61550

(If subject property is owned by a trustee, a written statement must be furnished by the trustee, disclosing the names of all beneficial owners. A change in any of the beneficial owners during the amendment/special use process must be disclosed immediately.)

6. A list of names and addresses of all property owners in the petition area (within 250 feet of the area affected by this petition) will be provided by the Village of Morton and attached hereto.

7. A statement is attached hereto, indicating why, in our opinion, the amendment or special use requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment or special use will not be detrimental to the public welfare, nor the property of other persons located in the vicinity thereof.

8. Additional exhibits submitted by the petitioner:

VOM

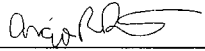
9. Petitioners' Signature:

Name: Angie Powers

Address: 620 Northern Oaks Dr Groveland, IL 61550

Phone No.: 309-241-1182

Email Address: angiepowers@kw.com

Signature: 

Name: John Battoli

Address: 637 Coon Creek Road Metamora, IL 61548

Phone No.: (309) 645-6397

Email Address: v1b1000@mtco.com

Signature: 

dotloop verified 03/16/26 12:18 PM CDT EZ1-SDIL-75XA-LUAF
--

Name: _____

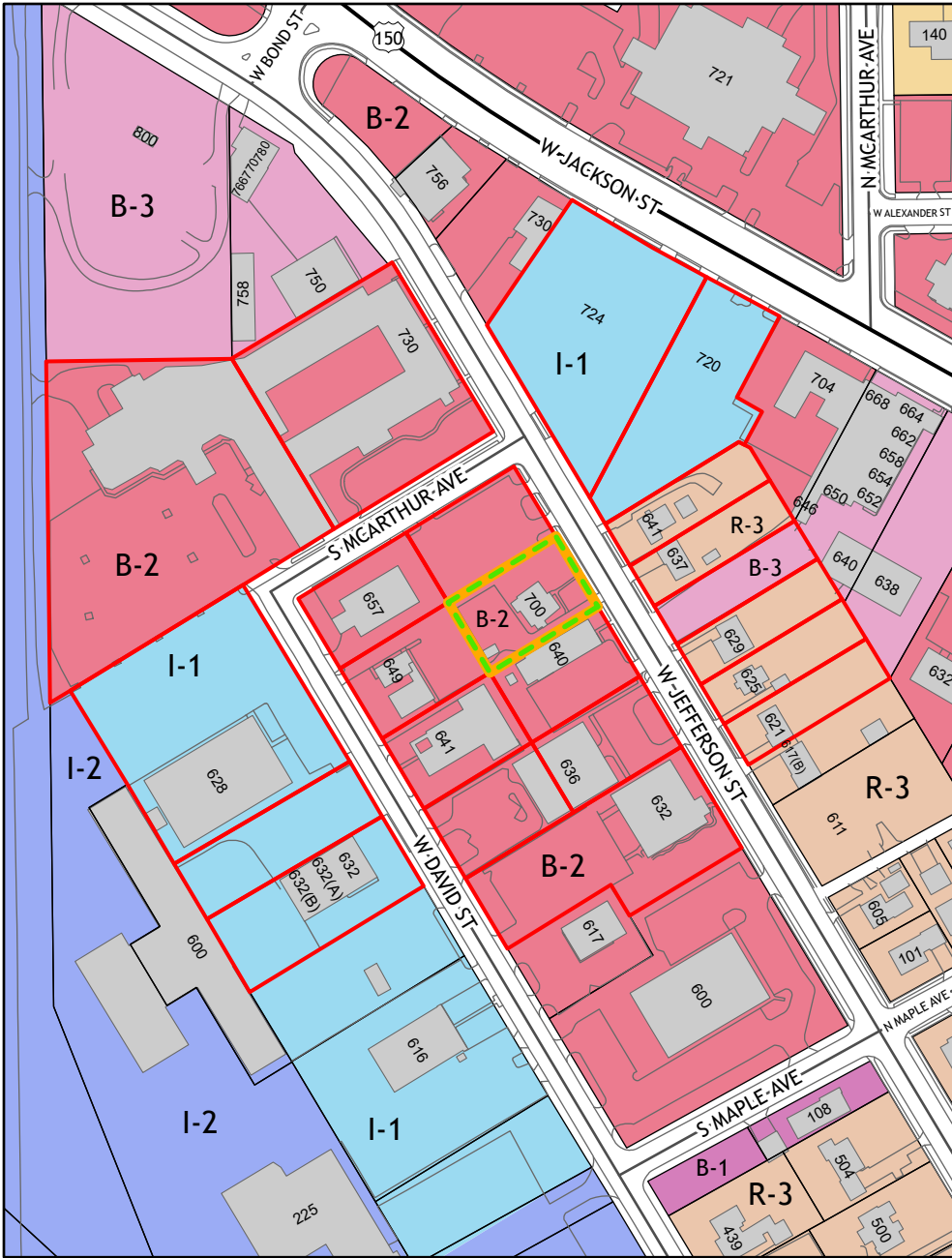
Address: _____

Phone No.: _____

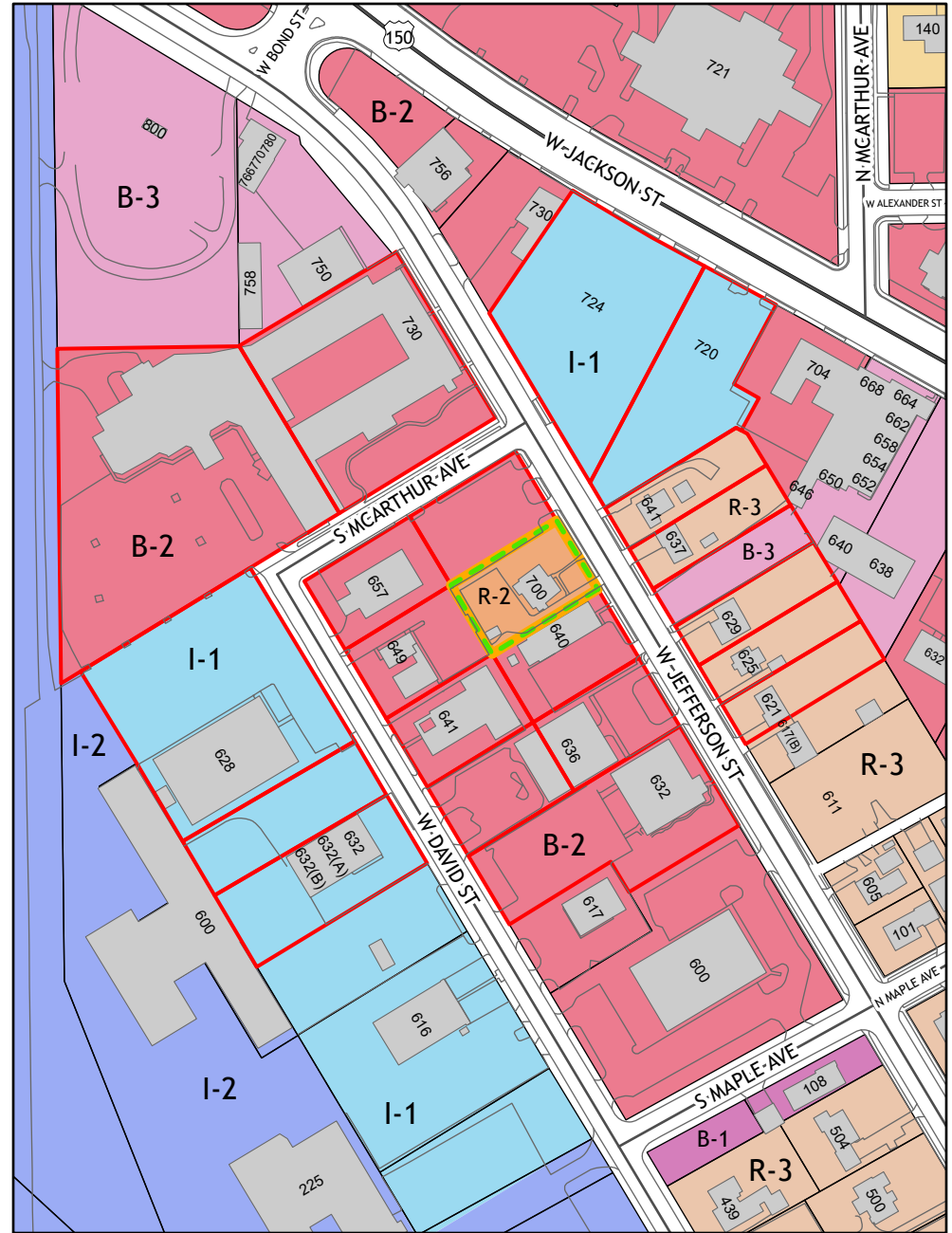
Email Address: _____

Signature: _____

Current Zoning (B-2)



Proposed Zoning (R-2)



Proposed Zoning Change

700 W Jefferson St
06-06-17-407-010
Morton, Illinois

B-1 Professional Office District

B-3 Highway & Service Commercial District

B-2 General Business District

I-1 Restricted Industrial District

I-2 General Industrial District

R-2 Multi-Family Residential

R-3 Multi-Family Residential

Parcel

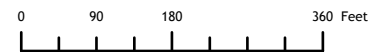
Parcel of Interest

Parcels w/in 250' of POI

Building



March 17th, 2026



Parcels w/in 250' of 06-06-17-407-010

PIN	Anno_House	Zoning
06-06-17-303-003	730 W JEFFERSON ST	B-2
06-06-17-303-004	730 W JEFFERSON ST	B-2
06-06-17-303-006	628 W DAVID ST	I-1
06-06-17-303-007	W DAVID ST	I-1
06-06-17-303-008	632(A-B) W DAVID ST	I-1
06-06-17-407-001	657 W DAVID ST	B-2
06-06-17-407-002	649 W DAVID ST	B-2
06-06-17-407-003	641 W DAVID ST	B-2
06-06-17-407-004	636 W JEFFERSON ST	B-2
06-06-17-407-009	<null>	B-2
06-06-17-407-010	700 W JEFFERSON ST	B-2
06-06-17-407-011	640 W JEFFERSON ST	B-2
06-06-17-407-012	636 W JEFFERSON ST	B-2
06-06-17-407-015	632 W JEFFERSON ST	B-2
06-06-17-408-013	641 W JEFFERSON ST	R-3
06-06-17-408-014	637 W JEFFERSON ST	R-3
06-06-17-408-015	<null>	B-3
06-06-17-408-016	629 W JEFFERSON ST	R-3
06-06-17-408-017	625 W JEFFERSON ST	R-3
06-06-17-408-018	621 W JEFFERSON ST	R-3
06-06-17-408-034	724 W JACKSON ST	I-1
06-06-17-408-035	720 W JACKSON ST	I-1

McGrath, Pat	x
Davis, Zack	x
Hilliard, Craig	

Plan Commission Meeting
4/27/2026
7:00pm

Need 5 for
Quorum

Attendance	Y	N	Minutes Motion/2nd	Y	N	2607 W Jackson Annexation	Y	N
Aupperle	x		Sutter			Knepp	x	
Knepp	x		Aupperle	x		Ritterbusch - 1	x	
Barton	x		Knepp	x		Geil	x	
Ritterbusch	x		Keach			Sutter		
Geil	x		Geil - 2	x		Keach		
Yordy		x	Yordy			Zobrist	x	
Keach		x	Ritterbusch	x		Aupperle	x	
Zobrist	x		Zobrist	x		Yordy		
Sutter		x	Barton -1	x		Barton - 2	x	
TOTAL:				6		TOTAL:		
							6	

26-04ZA Motion/2nd	Y	N
Geil	x	
Sutter		
Knepp - 2	x	
Ritterbusch	x	
Yordy		
Aupperle		x
Keach		
Zobrist	x	
Barton - 1		x
TOTAL:	4	2

Pre-Annexation Agreement suggested for approval.
Petition 26-04ZA suggested for approval. Both items
move to the May 4th Board of Trustee Meetings

Adjournment Motion/2nd	Y	N
Aupperle	x	
Knepp - 1	x	
Barton	x	
Ritterbusch	x	
Geil	x	
Yordy		
Keach		
Zobrist - 2	x	
Sutter		
TOTAL:	6	

1 PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS

2 DATE: April 27, 2026

3 TIME: 7:00 p.m.

4 PLACE: Freedom Hall
349 West Birchwood
5 Morton, Illinois 61550

6 COMMISSION MEMBERS PRESENT:

7 Mr. Bill Aupperle
Mr. Grant Barton
8 Mr. Gerald Ritterbusch
Mr. Nate Geil
9 Ms. Kara Knepp
Mr. Phil Zobrist

10

ALSO PRESENT:

11

12 Mr. Zack Davis, Zoning and Code
Enforcement Officer

13

Mr. Pat McGrath, Village Attorney

14

15

16

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23

1 MR. AUPPERLE: Okay. Good evening. Got
2 seven o'clock. First order is to call the order.

3 MR. DAVIS: Zobrist.

4 MR. ZOBRIST: Here.

5 MR. DAVIS: Geil.

6 MR. GEIL: Here.

7 MR. DAVIS: Ritterbusch.

8 MR. RITTERBUSCH: Here.

9 MR. DAVIS: Barton.

10 MR. BARTON: Here.

11 MR. DAVIS: Knepp.

12 MS. KNEPP: Here.

13 MR. DAVIS: Aupperle.

14 MR. AUPPERLE: Here.

15 MR. DAVIS: We have a quorum.

16 MR. AUPPERLE: Thank you. This is the
17 Planning Commission for the Village of Morton for
18 April 27th, 2026. I hope everybody's had a chance to
19 review the minutes. If so, I'd like to take action on
20 that.

21 MR. BARTON: I make a motion to approve the
22 minutes as stated.

23 MR. GEIL: Second.

1 MR. AUPPERLE: Call the roll.

2 MR. DAVIS: Aupperle.

3 MR. AUPPERLE: Yes.

4 MR. DAVIS: Knepp.

5 MS. KNEPP: Yes.

6 MR. DAVIS: Geil.

7 MR. GEIL: Yes.

8 MR. DAVIS: Ritterbusch.

9 MR. RITTERBUSCH: Yes.

10 MR. DAVIS: Zobrist.

11 MR. ZOBRIST: Yes.

12 MR. DAVIS: Barton.

13 MR. BARTON: Yes.

14 MR. AUPPERLE: Okay. Thank you. Tonight we
15 have two public hearings. And, before we get into
16 those, I'm going to have the village attorney give us
17 a word, and then we'll go from there.

18 MR. McGRATH: Thank you. Public hearings
19 are being held tonight pursuant to published notice.
20 Any person wishing to make a comment to the planning
21 commission will be afforded the opportunity to do so
22 and will give their testimony under oath or
23 affirmation. No member of the public may address the

1 commission or ask questions of an applicant unless and
2 until recognized by the chair.

3 At the conclusion of the public hearing, the
4 planning commission will make a recommendation to the
5 village board. The planning commission makes
6 recommendations only. The village board is
7 responsible for taking final action on these matters.

8 MR. AUPPERLE: Thank you. First public
9 hearing is a petition for annexation at 2607 West
10 Jackson Street, and I believe our attorney is going to
11 take this one.

12 MR. McGRATH: Yep. I'm going to speak to
13 this one. It doesn't require testimony necessarily,
14 but I'll give the background of it. This is a matter
15 that came before you previously on a recommendation
16 for zoning classification. The village is also
17 entering into a pre-annexation agreement, and the
18 terms of the pre-annexation agreement involve the
19 execution of certain easements to facilitate the
20 village requiring right of way, which were included in
21 your packet. They also include a commitment regarding
22 the zoning classification.

23 So the -- what I would ask tonight in terms

1 of action would be to recommend approval of the
2 annexation pursuant to the terms set forth in your
3 packet.

4 MR. AUPPERLE: This is one we've already
5 reviewed?

6 MR. McGRATH: Yeah.

7 MR. AUPPERLE: Okay. Does anybody have any
8 questions for Mr. McGrath or the village on that?

9 MR. ZOBRIST: Mr. Chairman, is this the one
10 that we were going to -- that we didn't need to do
11 action on based on the email?

12 MR. McGRATH: Yeah. Earlier today Zack sent
13 out an email indicating that because we already acted
14 on the zoning, we weren't going to take action on it.
15 On further consideration on my part, because the
16 pre-annexation agreement, I pivoted and changed course
17 and decided, to saved you from seeing the matter a
18 third time on your agenda, we act on the
19 pre-annexation tonight, and then we're done.

20 MR. AUPPERLE: Is that clear? Okay.

21 MR. RITTERBUSCH: I'll make a motion that
22 we'll go ahead and act on the pre-annexation agreement
23 to resolve the issue.

1 MR. BARTON: I'll second.

2 MR. AUPPERLE: Call the roll.

3 MR. DAVIS: Barton.

4 MR. BARTON: Yes.

5 MR. DAVIS: Zobrist.

6 MR. ZOBRIST: Yes.

7 MR. DAVIS: Ritterbusch.

8 MR. RITTERBUSCH: Yes.

9 MR. DAVIS: Geil.

10 MR. GEIL: Yes.

11 MR. DAVIS: Knepp.

12 MS. KNEPP: Yes.

13 MR. DAVIS: Aupperle.

14 MR. AUPPERLE: Yes. Okay. Got your
15 pre-annexation.

16 MR. McGRATH: Thank you.

17 MR. AUPPERLE: Okay. Our second petition
18 this evening is Number 26-04 ZA. Petition has been
19 received for 700 West Jefferson Street requesting a
20 zoning amendment. Is there anyone here from the
21 public that would like to speak to this?

22 MS. POWERS: Me.

23 MR. AUPPERLE: Okay. Go ahead and get sworn

1 in.

2 MS. POWERS: Angie Powers.

3 MR. AUPPERLE: We need you to come around
4 here and get sworn in.

5 (Witness sworn.)

6 MR. AUPPERLE: If you could, just go to the
7 podium so we can hear you.

8 MS. POWERS: Just trying to get the zoning
9 switched to use it as a multifamily. It's currently
10 commercial.

11 MR. AUPPERLE: Okay.

12 MS. POWERS: We'd just like to use it as
13 two-unit multifamily to rent. That's it.

14 MR. AUPPERLE: And this is your property
15 now?

16 MS. POWERS: I'm in the process of
17 purchasing it, but I don't want to purchase it if it's
18 not going to be able to be used for that use because
19 currently it's commercial.

20 MR. AUPPERLE: That's appreciated. Thank
21 you.

22 MS. POWERS: Yep.

23 MR. AUPPERLE: So it looks like this was the

1 old -- this was the previous Hillcrest Dental Lab.
2 Correct? Zack, how long was -- do we know the history
3 of how long Hillcrest was in there?

4 MR. DAVIS: I do not know the answer to that
5 question. I do have friends that have worked there
6 throughout the years.

7 MR. AUPPERLE: Yeah.

8 MR. DAVIS: So I know it's been a lab for a
9 long time. Bringing out that spot where, right now, I
10 feel like we're having trouble filling the space, at
11 least in terms as having a new commercial tenant going
12 in there. Multiple people have looked at the space.
13 Myself as well as the fire chief have been through it
14 after a few people have come and gone.

15 I know Angie and the current property owners
16 came up with this new idea, and this is the process to
17 go forward for that. Beyond that, I know the
18 utilities at this property are already split so
19 there's nothing to be concerned with there in terms of
20 extra steps, where, at previous zoning requests, we've
21 had that be a part of the process, and that's already
22 taken care of, which is a good positive point for it.

23 MR. AUPPERLE: Okay.

1 MR. BARTON: What's the condition of the
2 property, since I haven't been in it, to change it
3 from commercial to residential?

4 MS. POWERS: So the upstairs unit they were
5 using as an illegal Airbnb, and then the lower level
6 is, like, offices. So I would have to -- I'm going to
7 have to update it all and fix it up. The top unit is
8 pretty much ready to rent, so I'll probably rent that
9 one as soon as I purchase it. The lower level I'd
10 have to do some work to it.

11 MR. BARTON: And the basement, what's the
12 condition?

13 MS. POWERS: It's a basement. It's pretty
14 much storage. They have a lot of stuff in there so
15 it's a little hard to see the basement, but I have a
16 history of renting properties for over 20 years, and I
17 don't -- I fix them up nice, and I take care of them
18 so I'm going to make sure and take care of it.

19 MR. BARTON: Okay.

20 MR. AUPPERLE: Ms. Powers, is this going to
21 be your residence, or they will only be rental?

22 MS. POWERS: No. No. I'm just renting. I
23 am not living there.

1 MS. KNEPP: Refresh my memory on our code.
2 So if it's a B-2 property, can you do a residential
3 there but only in R-1, or do we not allow residential
4 in B-2?

5 MR. McGRATH: Yeah. To my recollection,
6 without pulling the code up, we would not allow
7 residential in B-2.

8 MS. KNEPP: Either way, 1 or 2?

9 MR. McGRATH: Right.

10 MR. AUPPERLE: Yeah, with the block being
11 entirely B-2 and given the lot setup and the use in
12 the past, I feel as if the future of that property
13 probably lends itself more to a B-2, as it stands now.
14 My concern is that if you were to sell the property or
15 things were to change, they would come back, and it
16 would be asked to be flipped back to a B-2 from an
17 R-2.

18 MS. POWERS: Is there a way to make it a
19 space where it can be mixed-use, like, residential
20 and, like, commercial space? I know there's some
21 places that have that type of zoning. I don't know.
22 And I know there's residential across the street, and,
23 like, next door is a retirement home so -- a

1 retirement place so --

2 MR. AUPPERLE: Right.

3 MS. POWERS: There are people living there,
4 so it is living. I know it's not zoned the same.

5 MR. McGRATH: The village has a mixed-use
6 overlay district, but your property is outside the
7 bounds of that district.

8 MR. AUPPERLE: Yeah. I know it's been
9 difficult. I know that's been vacant for some time,
10 you know, trying to sell as a B-2.

11 MS. POWERS: Yeah. Uh-huh.

12 MR. BARTON: Would there be adequate parking
13 for --

14 MS. POWERS: Yeah.

15 MR. AUPPERLE: Any other comments from the
16 board on this? Yeah, I commend you for trying to make
17 something work with that property. I know it's been
18 there's for quite some time, but, just from my
19 concern, that's -- just to let you know how I see
20 that, I think that it would come back that way so --

21 MS. POWERS: Okay.

22 MR. AUPPERLE: If there's no other
23 conversation, I'd ask for a motion.

1 MR. GEIL: Just real quick, Zack. I know
2 this is kind of doing, like, kind of a spot zoning,
3 which the village has kind of deterred in the past.
4 Is that something that the village is in favor of in
5 this? Do you know by chance?

6 MR. DAVIS: I've never had that topic
7 brought to me since I started here in terms of spot
8 zoning or any sort of situation that I've experienced
9 yet or discussions I've heard, to be honest with you,
10 otherwise, I'd have more of an opinion.

11 MS. KNEPP: I mean, clearly there's spot
12 zoning across the street, right, with that B-3 in
13 between the R-3s. In general, I'm not a proponent of
14 spot zoning, but, also, when you look at this
15 property, it doesn't look like a commercial property.
16 It looks very residential.

17 MR. AUPPERLE: The property across the
18 street that you're referring to is, I think, the
19 thoroughfare for the business part. So it's the
20 roadway.

21 MS. KNEPP: It's a cut-through. Got it.
22 There's no actual building there.

23 MR. AUPPERLE: That's correct.

1 MR. DAVIS: It does feel, like, as far as
2 zoning is concerned, there is some broad strokes
3 where, at one point down on the map, obviously,
4 there's R-3 zoned properties that are currently
5 operating as single-family homes. There's zoning
6 issues all over town, I would say, in my opinion as
7 far as what we would like as the town grows and
8 develops.

9 MR. AUPPERLE: Yeah. I would say my history
10 with this board would be that when cases like this
11 come to us, we're typically trying to flip it back to
12 avoid spot zoning than to introduce it.

13 MR. DAVIS: Interesting. Okay.

14 MR. AUPPERLE: In a block that's fully zoned
15 the same.

16 MR. McGRATH: The interesting thing about
17 the application is because most of -- because it does
18 abut R-3, which would be higher intensity residential
19 than the R-2, which is requested. So if you recommend
20 an R-3 zoning classification to the extent the concern
21 is driven by spot zoning, that is largely rectified
22 because that would bring in into conformity with what
23 adjoins to the northeast.

1 MR. DAVIS: I will say that the fire chief
2 and I went through the house, and he specifically said
3 that he would not permit R-3 in terms of a basement
4 unit unless there was significant investment from, you
5 know, stamped plans, architect, in terms of making
6 that safe for somebody.

7 So how would that work, Pat, in terms of if
8 you wanted to go for R-3, would that be allowed in the
9 zoning but this specific property wouldn't operate --

10 MR. McGRATH: Yeah. So if R-3 zoning was
11 attained, that wouldn't necessitate having more than
12 two units. So the property could be zoned R-3, but,
13 if the property didn't meet fire chief requirements
14 for a third basement unit, it could only have two
15 units. Most of the property -- it's my understanding
16 that the bulk of the property -- there are some
17 duplexes and a lot of single-family homes that are
18 zoned R-3 that are across the way, so simply because
19 it allows a higher intensity wouldn't mandate it.

20 MR. ZOBRIST: Just so I'm understanding.
21 What you're saying is it could go to R-3 to be
22 consistent with what's to the east, but they would be
23 limited to two rentable units, unless they remodeled

1 and did whatever life safety requirements for access
2 and whatnot to the basement.

3 MR. McGRATH: Correct. With our current
4 zoning permit process, in order for this change of
5 use, it would require life safety review. Unless they
6 could pass life safety review with three, then they
7 would only get the two they were permitted for. Yes,
8 sir.

9 MR. ZOBRIST: Okay. I'm just going to say
10 that being that it looks so residential, I wouldn't
11 have a problem with that, and, to me, when it's
12 adjoining to an R-3, I don't think -- I don't feel as
13 much that we're stepping out on a spot zoning issue
14 because it's blended into some other R property. I
15 don't have a problem with it going R. If it's better
16 for the city or for us to make it R-3 and it can live
17 under these requirements that they either update the
18 basement for life safety or they'd be limited to two
19 units, I'd be okay with it personally.

20 MS. KNEPP: How would you feel about R-3?
21 You're probably still -- because you like the block.

22 MR. AUPPERLE: Yeah. Going off the
23 precedent that we've had here before that -- you know,

1 in my experience, that's what we've tried to avoid
2 those situations. I just think that we're introducing
3 something where it may come back.

4 MR. BARTON: Has there been a history of
5 coming back to the original zoning as it was before in
6 the town?

7 MR. DAVIS: I do not have the answer to that
8 question. I'm sorry.

9 MR. BARTON: Okay.

10 MR. McGRATH: The two pieces of history I'm
11 aware of on this property is it was Gary Long's
12 office, and then it went to the dental lab, and, since
13 the dental lab closed, it's been a persistent property
14 that has been marketed for sale. And it has come into
15 the village office with ideas, usually driven around
16 short-term rentals, which aren't allowed with the
17 current zoning classification.

18 So I would say it's been -- over the last
19 several years, there have been any number of
20 different -- the property has been for sale -- offered
21 for sale in current zoning, disinterest in the current
22 zoning unless there was short-term rentals, which
23 aren't available.

1 MS. KNEPP: So the most recent spot zoning
2 issue -- was it on Second Street? First Street?

3 MR. AUPPERLE: First Street.

4 MS. KNEPP: Could you --

5 MR. AUPPERLE: Those were flipped from R to
6 B.

7 MS. KNEPP: They were flipped from R to B.

8 MR. McGRATH: No. We flipped First Street
9 from B to R because we had had, in that situation, a
10 number of properties that were zoned to commercial but
11 were all in residential use in the past with an eye
12 towards seeing those in the future be made --

13 MS. KNEPP: And we switched them so it would
14 all be consistent. Right?

15 MR. McGRATH: Correct. I think there was
16 one outlier, which was the nail salon in the middle of
17 the block, but I think the rest were all flipped.

18 MR. AUPPERLE: If nobody has any more
19 comments, I'd ask for that motion.

20 MR. BARTON: I guess we're going to need a
21 motion one way or another.

22 MR. AUPPERLE: That's correct.

23 MR. McGRATH: Please.

1 MR. BARTON: I'd make a motion so we can
2 vote on it at least to consider what we're doing as
3 far as Petition Number 26-04 ZA --

4 MR. AUPPERLE: Thank you.

5 MR. BARTON: -- as stated.

6 MR. McGRATH: Clarifying that motion in the
7 affirmative is to approve so you can vote yay or nay
8 on it.

9 MS. KNEPP: It's to an R-2.

10 MR. AUPPERLE: We're keeping it as stated.

11 Correct.

12 MS. KNEPP: I'll second it.

13 MR. AUPPERLE: Thank you. Call the roll.

14 MR. DAVIS: Barton.

15 MR. BARTON: No.

16 MR. DAVIS: Aupperle.

17 MR. AUPPERLE: No.

18 MR. DAVIS: Zobrist.

19 MR. ZOBRIST: Yes.

20 MR. DAVIS: Geil.

21 MR. GEIL: Yes.

22 MR. DAVIS: Ritterbusch.

23 MR. RITTERBUSCH: Yes.

1 MR. DAVIS: Knepp.

2 MS. KNEPP: Yes.

3 MR. AUPPERLE: Approved. Okay. This is
4 going to the village board for approval.

5 MS. POWERS: Okay.

6 MR. AUPPERLE: Thank you.

7 MS. POWERS: Thank you.

8 MR. AUPPERLE: Okay. Other business?

9 MR. DAVIS: Nothing tonight, Your Honor.

10 MR. AUPPERLE: Okay. In that, can I get a
11 motion for adjournment.

12 MS. KNEPP: I motion for ajournment.

13 MR. ZOBRIST: Second.

14 MR. AUPPERLE: Call the roll.

15 MR. DAVIS: Aupperle.

16 MR. AUPPERLE: Yes.

17 MR. DAVIS: Knepp.

18 MS. KNEPP: Yes.

19 MR. DAVIS: Barton.

20 MR. BARTON: Yes.

21 MR. DAVIS: Ritterbusch.

22 MR. RITTERBUSCH: Yes.

23 MR. DAVIS: Geil.

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MR. GEIL: Yes.

MR. DAVIS: Zobrist.

MR. ZOBRIST: Yes.

MR. DAVIS: Meeting's adjourned.

(Meeting adjourned at 7:19 p.m.)

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CERTIFIED SHORTHAND REPORTER'S CERTIFICATE

I, Leigh C. Thompson, CSR, RPR, a Certified Shorthand Reporter in and for the State of Illinois, and the Certified Shorthand Reporter who reported the proceedings had on said day in this cause, do hereby certify that the foregoing transcript of proceedings is a true and complete transcript of proceedings had on said day in this cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of May, A.D. 2026.

Leigh Thompson

CSR, RPR,

(License #084-004885)

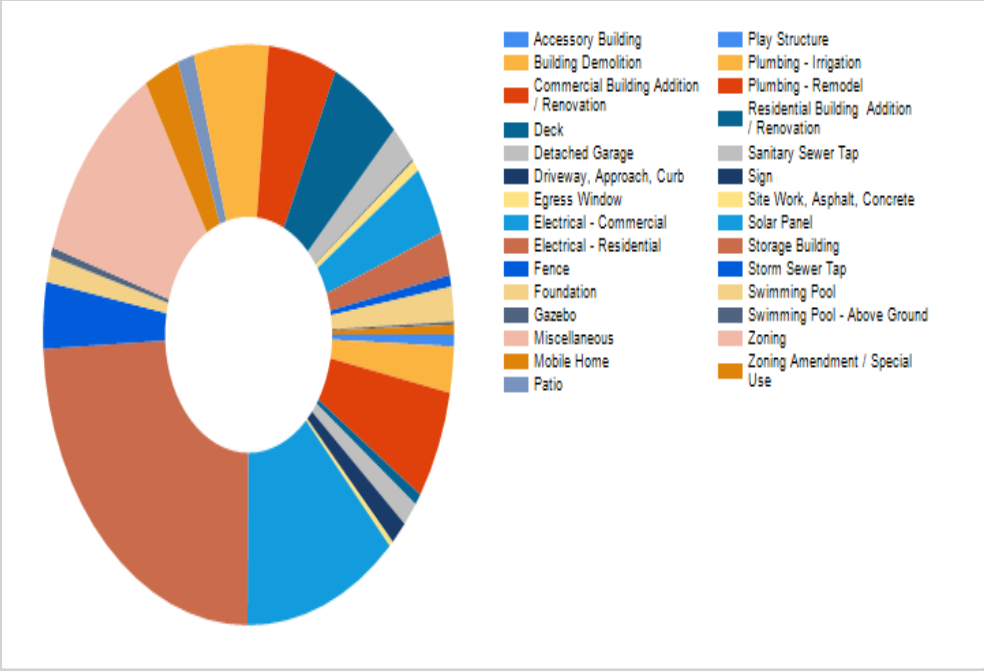
Permit Type Report

Permit Date
01/31/2026 to 04/30/2026
FY26 Q4

Description	Fees	Project Cost	Permits
Accessory Building	\$200.00	306,219.00	4
Building Demolition	\$800.00	2,000.00	6
Commercial Building Addition / Renovation	\$1,882.50	300,000.00	1
Deck	\$200.00	57,741.00	4
Detached Garage	\$425.00	0.00	1
Driveway, Approach, Curb	\$420.00	93,236.00	11
Egress Window	\$100.00	0.00	2
Electrical - Commercial	\$3,771.40	266,643.00	10
Electrical - Residential	\$7,505.66	133,028.00	38
Fence	\$1,150.00	373,976.63	23
Foundation	\$450.00	0.00	3
Gazebo	\$150.00	4,700.00	3
Miscellaneous	\$3,675.00	40,000.00	32
Mobile Home	\$850.75	44,000.00	6
Patio	\$400.00	39,050.00	8
Play Structure	\$0.00	7,717.00	2
Plumbing - Irrigation	\$1,826.42	0.00	3
Plumbing - Remodel	\$1,670.00	44,650.00	7
Residential Building Addition / Renovation	\$1,739.13	478,300.00	6
Sanitary Sewer Tap	\$675.00	0.00	16
Sign	\$25.00	3,200.00	1
Site Work, Asphalt, Concrete	\$200.00	0.00	1
Solar Panel	\$1,200.00	291,819.08	8
Storage Building	\$750.00	116,762.54	15
Storm Sewer Tap	\$200.00	0.00	4
Swimming Pool	\$600.00	280,000.00	4
Swimming Pool - Above Ground	\$50.00	2,000.00	1
Zoning	\$0.00	0.00	16
Zoning Amendment / Special Use	\$175.00	0.00	2
Total	\$31,090.86	2,885,042.25	238

Fees Breakdown

4/30/2026 2:42:53 PM



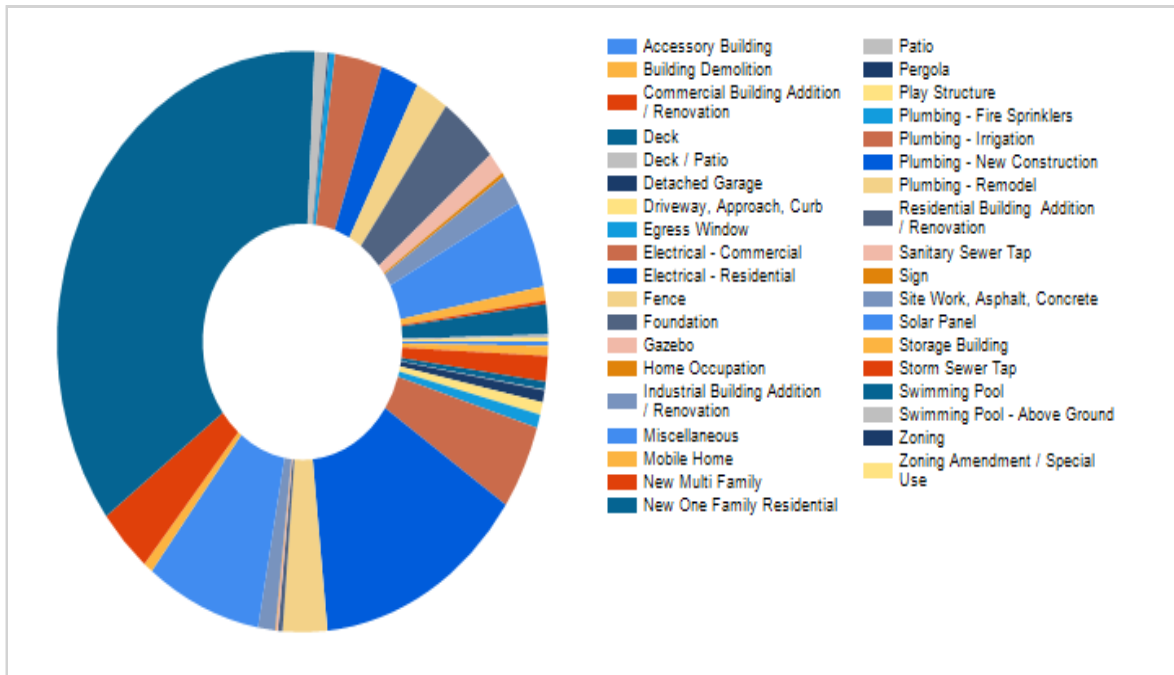
Permit Type Report

Permit Date
 05/01/2025 to 04/30/2026
FY26 YTD

Description	Fees	Project Cost	Permits
Accessory Building	\$500.00	402,969.00	10
Building Demolition	\$1,200.00	17,000.00	10
Commercial Building Addition / Renovation	\$3,060.50	1,036,720.00	6
Deck	\$950.00	277,728.95	18
Deck / Patio	\$100.00	3,385.00	2
Detached Garage	\$1,453.70	198,100.00	2
Driveway, Approach, Curb	\$1,495.00	260,761.00	39
Egress Window	\$1,618.00	0.00	6
Electrical - Commercial	\$10,194.94	726,770.00	32
Electrical - Residential	\$30,132.99	450,277.20	178
Fence	\$6,334.00	869,671.88	101
Foundation	\$650.00	12,198.73	5
Gazebo	\$300.00	9,800.00	6
Home Occupation	\$100.00	0.00	4
Industrial Building Addition / Renovation	\$2,431.25	480,000.00	1
Miscellaneous	\$16,525.00	191,535.00	108
Mobile Home	\$1,334.75	108,000.00	14
New Multi Family	\$7,827.34	1,200,000.00	1
New One Family Residential	\$78,139.12	7,759,374.00	13
Patio	\$1,850.00	173,725.00	37
Pergola	\$200.00	42,442.00	4
Play Structure	\$0.00	7,717.00	2
Plumbing - Fire Sprinklers	\$850.00	4,390.00	3
Plumbing - Irrigation	\$6,740.54	23,805.00	12
Plumbing - New Construction	\$5,470.00	268,000.00	16
Plumbing - Remodel	\$4,735.00	91,634.00	24
Residential Building Addition / Renovation	\$8,513.91	1,839,520.75	29
Sanitary Sewer Tap	\$2,725.00	69,206.00	57
Sign	\$500.00	201,461.80	18
Site Work, Asphalt, Concrete	\$3,800.00	1,911,406.19	6
Solar Panel	\$10,500.00	2,454,169.76	70
Storage Building	\$1,700.00	194,369.02	34
Storm Sewer Tap	\$450.00	0.00	10

Swimming Pool	\$3,611.00	750,000.00	8
Swimming Pool - Above Ground	\$350.00	31,500.00	4
Zoning	\$0.00	0.00	58
Zoning Amendment / Special Use	\$525.00	0.00	4
Total	\$216,867.04	22,067,637.28	952

Fees Breakdown

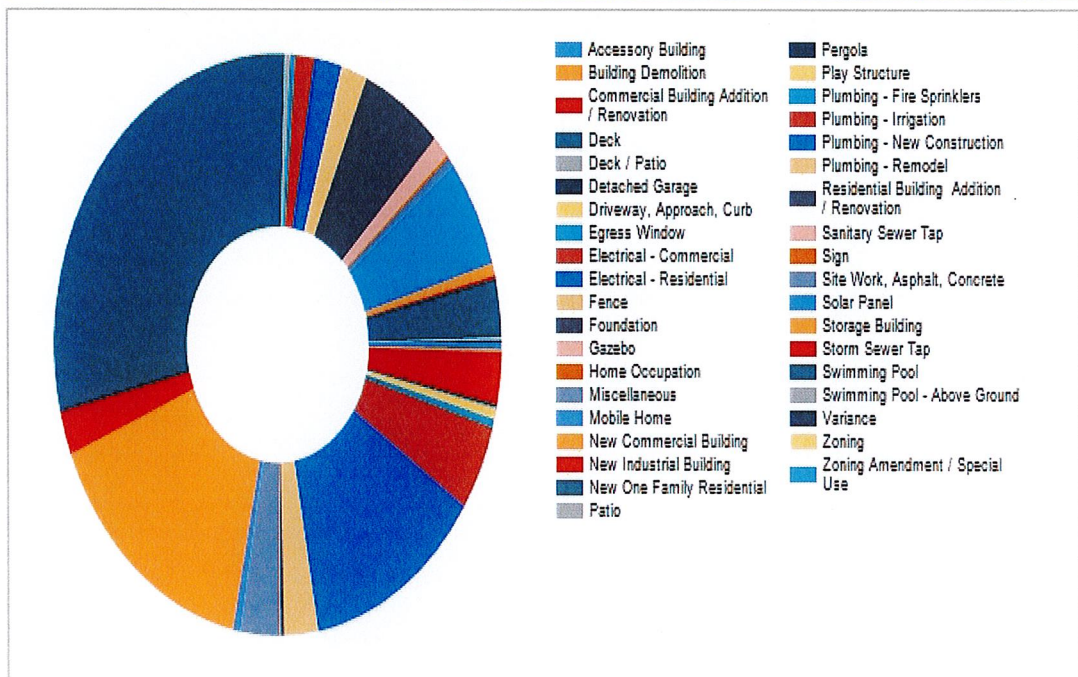


Permit Type Report

Permit Date
05/01/2024 to 04/30/2025

Description	Fees	Project Cost	Permits
Accessory Building	\$632.50	109,600.00	6
Building Demolition	\$454.00	0.00	23
Commercial Building Addition / Renovation	\$7,516.25	1,600,000.00	2
Deck	\$450.00	79,825.00	10
Deck / Patio	\$150.00	23,440.00	3
Detached Garage	\$85.00	0.00	1
Driveway, Approach, Curb	\$1,420.00	199,632.00	32
Egress Window	\$1,278.00	0.00	6
Electrical - Commercial	\$12,519.47	1,235,461.00	32
Electrical - Residential	\$33,326.00	266,445.43	219
Fence	\$6,414.00	731,246.53	103
Foundation	\$650.00	6,000.00	5
Gazebo	\$270.00	55,000.00	1
Home Occupation	\$50.00	0.00	2
Miscellaneous	\$7,100.00	9,015.00	70
Mobile Home	\$1,457.00	167,000.00	13
New Commercial Building	\$40,700.32	4,144,000.00	2
New Industrial Building	\$6,394.25	400,000.00	1
New One Family Residential	\$76,377.25	6,713,000.00	13
Patio	\$1,150.00	150,212.00	24
Pergola	\$150.00	9,000.00	3
Play Structure	\$0.00	14,755.80	6
Plumbing - Fire Sprinklers	\$645.00	0.00	1
Plumbing - Irrigation	\$3,703.16	0.00	5
Plumbing - New Construction	\$5,115.00	110,000.00	18
Plumbing - Remodel	\$4,910.00	75,639.56	22
Residential Building Addition / Renovation	\$15,419.95	3,611,521.63	20
Sanitary Sewer Tap	\$3,272.00	42,931.00	59
Sign	\$425.00	302,552.37	14
Site Work, Asphalt, Concrete	\$1,400.00	443,635.00	10
Solar Panel	\$15,900.00	4,795,890.18	108
Storage Building	\$1,750.00	196,582.49	36
Storm Sewer Tap	\$500.00	0.00	10
Swimming Pool	\$8,450.00	971,000.00	12
Swimming Pool - Above Ground	\$400.00	35,000.00	6
Variance	\$350.00	0.00	2
Zoning	\$0.00	0.00	41

Zoning Amendment / Special Use	\$350.00	0.00	2
Total	\$261,134.15	26,498,384.99	943



Permit Type Report

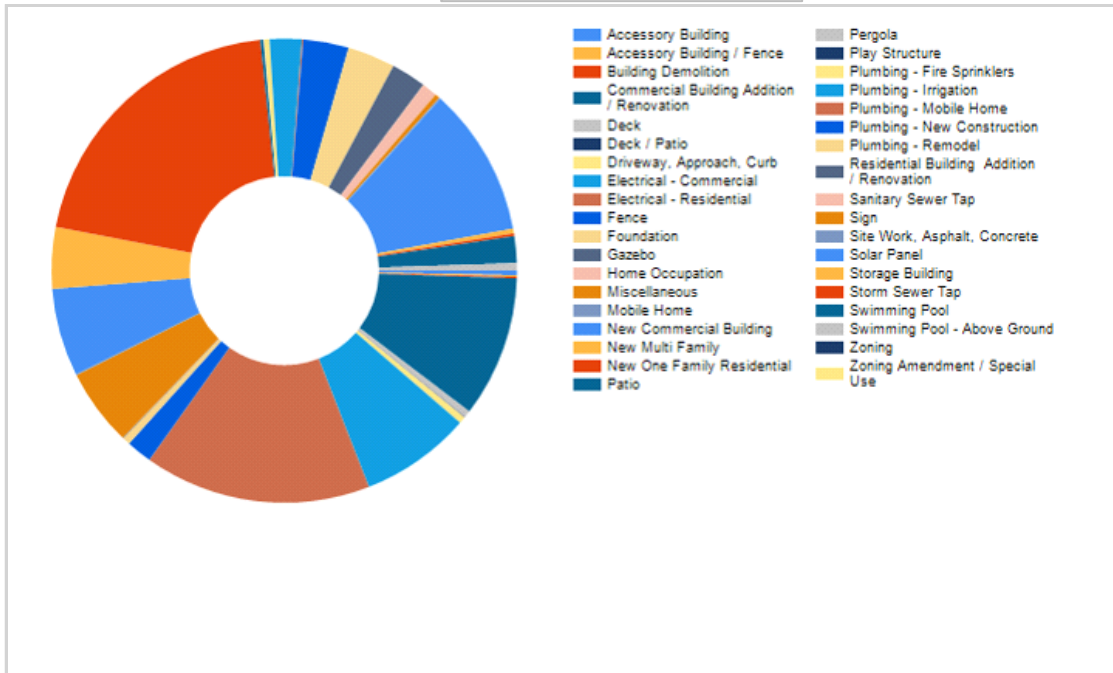
Permit Date

05/01/2023 to 04/30/2024

Description	Fees	Project Cost	Permits
Accessory Building	\$700.00	86,500.00	14
Accessory Building / Fence	\$250.00	60,800.00	4
Building Demolition	\$250.00	0.00	1
Commercial Building Addition / Renovation	\$22,408.25	5,821,046.00	11
Deck	\$1,100.00	182,737.00	21
Deck / Patio	\$100.00	0.00	2
Driveway, Approach, Curb	\$1,070.00	90,895.00	24
Electrical - Commercial	\$17,551.78	2,607,385.00	36
Electrical - Residential	\$35,908.00	227,546.85	274
Fence	\$4,050.00	420,974.32	83
Foundation	\$1,200.00	31,451.87	9
Gazebo	\$100.00	5,000.00	2
Home Occupation	\$25.00	0.00	1
Miscellaneous	\$12,235.00	120,612.00	6
Mobile Home	\$85.00	15,000.00	1
New Commercial Building	\$13,960.00	2,457,000.00	1
New Multi Family	\$9,740.50	520,000.00	1
New One Family Residential	\$46,243.50	3,105,000.00	8
Patio	\$500.00	70,460.00	10
Pergola	\$100.00	11,750.00	2
Play Structure	\$0.00	4,115.00	4
Plumbing - Fire Sprinklers	\$875.00	15,000.00	2
Plumbing - Irrigation	\$5,029.00	0.00	9
Plumbing - Mobile Home	\$225.00	10,311.02	1
Plumbing - New Construction	\$7,190.00	20,000.00	15
Plumbing - Remodel	\$7,554.00	31,292.92	26
Residential Building Addition / Renovation	\$5,517.87	982,391.00	20
Sanitary Sewer Tap	\$2,450.00	0.00	53
Sign	\$775.00	204,218.20	18
Site Work, Asphalt, Concrete	\$200.00	0.00	2
Solar Panel	\$23,650.00	4,714,844.81	159
Storage Building	\$750.00	61,740.00	15
Storm Sewer Tap	\$450.00	1,200.00	9
Swimming Pool	\$4,216.00	855,000.00	11

Swimming Pool - Above Ground	\$1,200.00	24,000.00	4
Zoning	\$0.00	0.00	34
Zoning Amendment / Special Use	\$0.00	0.00	1
Total	\$227,658.90	22,758,270.99	894

FEE BREAKDOWN



Permit Type Report

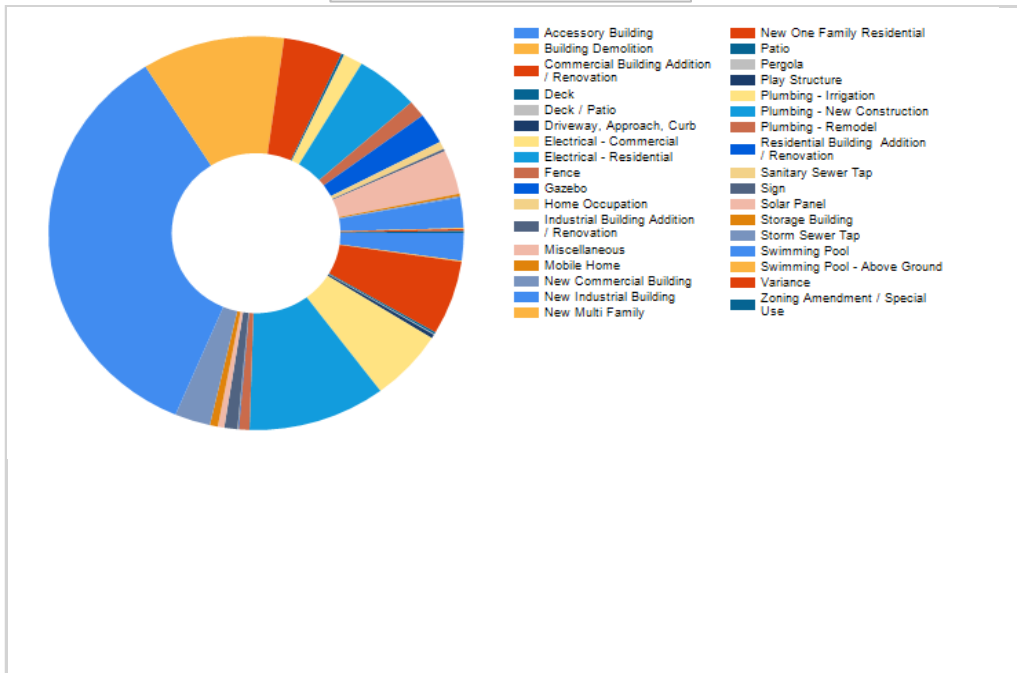
Permit Date

05/01/2022 to 04/30/2023

Description	Fees	Project Cost	Permits
Accessory Building	\$9,152.75	1,020,420.00	10
Building Demolition	\$350.00	23,000.00	3
Commercial Building Addition / Renovation	\$24,760.73	3,290,000.00	7
Deck	\$700.00	126,350.00	14
Deck / Patio	\$250.00	147,046.00	4
Driveway, Approach, Curb	\$1,285.00	206,387.00	30
Electrical - Commercial	\$23,825.35	6,876,103.00	29
Electrical - Residential	\$43,735.00	120,542.00	246
Fence	\$3,350.00	460,711.42	68
Gazebo	\$300.00	9,456.00	6
Home Occupation	\$125.00	0.00	5
Industrial Building Addition / Renovation	\$4,172.50	400,000.00	3
Miscellaneous	\$2,048.50	50,000.00	9
Mobile Home	\$2,545.50	588,000.00	15
New Commercial Building	\$11,280.48	378,410.00	1
New Industrial Building	\$141,578.38	26,000,000.00	1
New Multi Family	\$45,337.00	3,750,000.00	2
New One Family Residential	\$18,698.00	2,116,000.00	5
Patio	\$850.00	166,582.00	17
Pergola	\$150.00	42,616.00	3
Play Structure	\$0.00	1,600.00	1
Plumbing - Irrigation	\$6,086.00	0.00	11
Plumbing - New Construction	\$20,162.00	0.00	14
Plumbing - Remodel	\$5,610.00	0.00	24
Residential Building Addition / Renovation	\$10,272.13	2,202,471.00	18
Sanitary Sewer Tap	\$2,600.00	0.00	45
Sign	\$800.00	233,064.00	17
Solar Panel	\$14,750.00	3,699,626.62	99
Storage Building	\$850.00	48,880.00	17
Storm Sewer Tap	\$450.00	0.00	9
Swimming Pool	\$10,165.00	1,381,000.00	19
Swimming Pool - Above Ground	\$300.00	51,700.00	6

Variance	\$700.00	0.00	4
Zoning Amendment / Special Use	\$700.00	0.00	5
Total	\$407,939.32	53,389,965.04	767

FEE BREAKDOWN



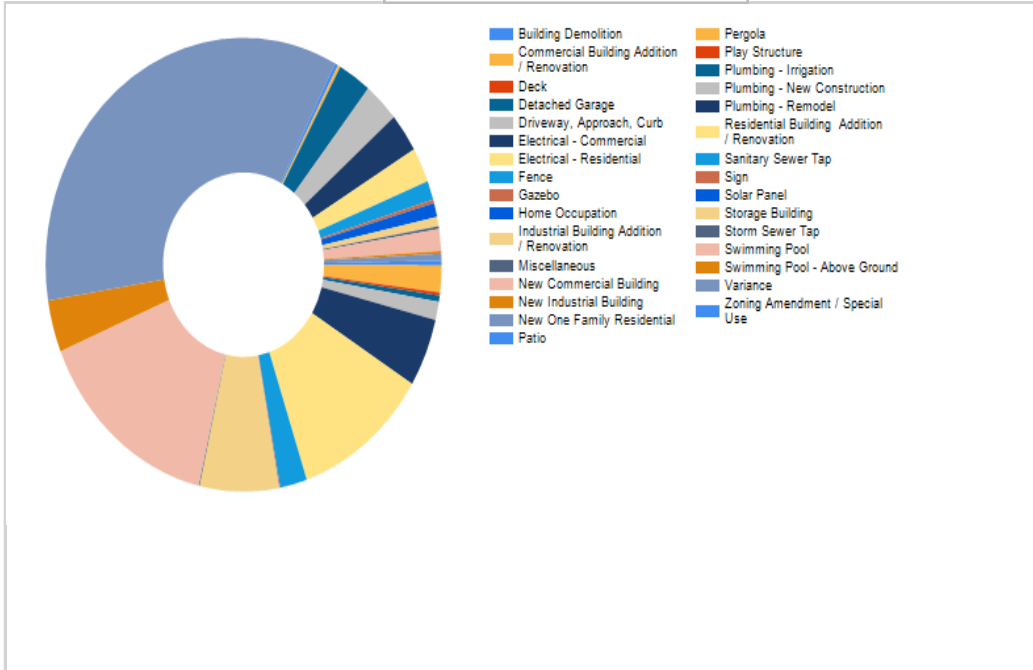
Permit Type Report

Permit Date

05/01/2021 to 04/30/2022

Description	Fees	Project Cost	Permits
Building Demolition	\$100.00	67,300.00	3
Commercial Building Addition / Renovation	\$3,425.25	650,000.00	3
Deck	\$392.00	114,930.00	7
Detached Garage	\$817.59	74,740.00	4
Driveway, Approach, Curb	\$2,345.00	46,598.00	33
Electrical - Commercial	\$8,792.76	845,883.00	27
Electrical - Residential	\$19,895.00	42,640.00	113
Fence	\$3,975.00	370,331.50	78
Gazebo	\$150.00	18,450.00	3
Home Occupation	\$25.00	0.00	1
Industrial Building Addition / Renovation	\$11,621.07	2,233,471.00	2
Miscellaneous	\$138.50	16,000.00	1
New Commercial Building	\$27,293.00	4,250,000.00	3
New Industrial Building	\$6,676.25	198,000.00	1
New One Family Residential	\$63,427.50	6,240,000.00	14
Patio	\$500.00	62,050.00	10
Pergola	\$400.00	61,000.00	8
Play Structure	\$0.00	4,500.00	3
Plumbing - Irrigation	\$4,890.00	0.00	11
Plumbing - New Construction	\$5,190.00	0.00	16
Plumbing - Remodel	\$5,035.00	0.00	21
Residential Building Addition / Renovation	\$4,488.60	838,671.00	17
Sanitary Sewer Tap	\$2,450.00	0.00	46
Sign	\$475.00	282,806.00	21
Solar Panel	\$1,800.00	421,305.00	12
Storage Building	\$1,200.00	121,589.00	26
Storm Sewer Tap	\$350.00	0.00	6
Swimming Pool	\$2,800.00	935,400.00	14
Swimming Pool - Above Ground	\$350.00	32,500.00	7
Variance	\$875.00	0.00	5
Zoning Amendment / Special Use	\$525.00	0.00	3
Total	\$180,402.52	17,928,164.50	519

FEE BREAKDOWN



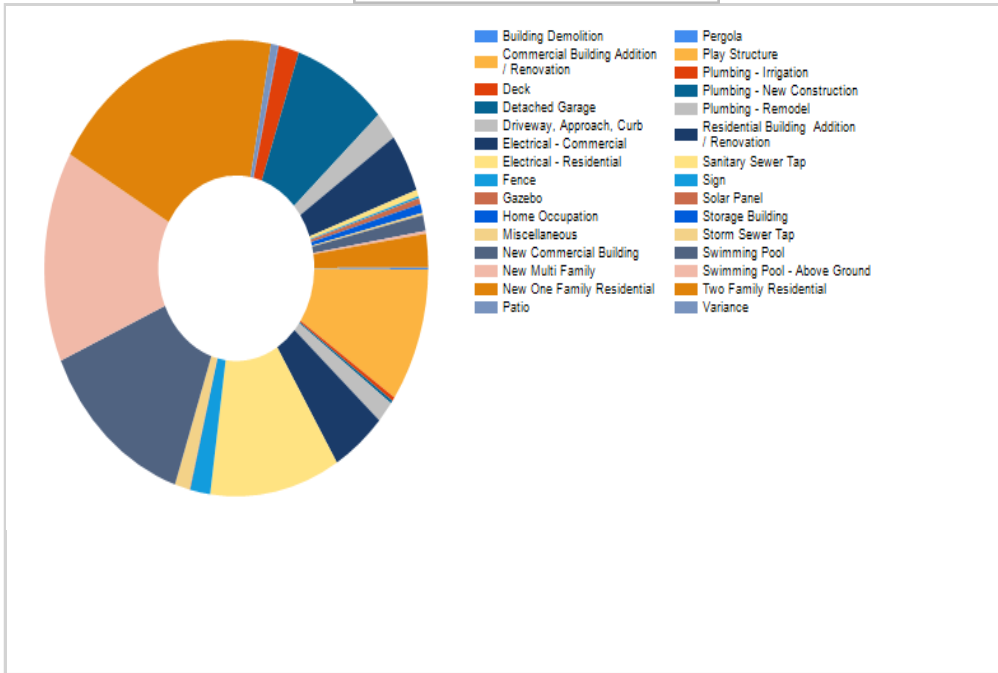
Permit Type Report

Permit Date

05/01/2020 to 04/30/2021

Description	Fees	Project Cost	Permits
Building Demolition	\$300.00	0.00	3
Commercial Building Addition / Renovation	\$29,972.25	4,336,883.00	4
Deck	\$885.00	84,035.98	18
Detached Garage	\$671.78	55,650.00	2
Driveway, Approach, Curb	\$4,855.26	72,809.00	38
Electrical - Commercial	\$14,519.20	2,282,609.00	29
Electrical - Residential	\$34,600.00	0.00	169
Fence	\$5,326.00	403,479.46	95
Gazebo	\$150.00	23,200.00	3
Home Occupation	\$25.00	0.00	1
Miscellaneous	\$3,970.13	505,563.00	15
New Commercial Building	\$41,626.97	5,750,000.00	4
New Multi Family	\$47,214.00	6,020,000.00	4
New One Family Residential	\$61,815.60	5,290,567.00	16
Patio	\$1,820.00	203,632.00	35
Pergola	\$250.00	27,850.00	5
Play Structure	\$0.00	500.00	3
Plumbing - Irrigation	\$5,452.00	0.00	11
Plumbing - New Construction	\$25,195.00	0.00	25
Plumbing - Remodel	\$6,390.00	0.00	27
Residential Building Addition / Renovation	\$13,065.99	1,894,068.00	27
Sanitary Sewer Tap	\$1,450.00	0.00	25
Sign	\$475.00	170,471.50	18
Solar Panel	\$1,350.00	317,771.45	9
Storage Building	\$2,000.00	135,252.94	41
Storm Sewer Tap	\$500.00	0.00	10
Swimming Pool	\$3,550.00	1,180,400.00	17
Swimming Pool - Above Ground	\$650.00	51,300.00	14
Two Family Residential	\$7,442.00	400,000.00	1
Variance	\$175.00	0.00	1
Total	\$315,696.18	29,206,042.33	670

FEE BREAKDOWN



VILLAGE OF MORTON

ORDINANCE 27-02

AN ORDINANCE MAKING AMENDMENTS TO TITLE 4 OF THE MORTON MUNICIPAL CODE REGARDING THE ADOPTION OF BUILDING CODES

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 “4-1-1: Adoption Of Building Code” of the Morton Municipal Code is hereby *amended* as follows:

AM EN DM EN T

4-1-1: Adoption Of Building Code

- A. SCOPE. The provisions of this Chapter shall control the design and installation of all building construction within the Village of Morton including but not limited to, the erection, construction, maintenance, enlargement, rebuilding, alteration, repair, moving, shoring, removal, demolition and conversion of occupancy of buildings, structures, property and portions thereof, and the maintenance and installation of plumbing equipment, heating equipment, boilers, elevators and electrical wiring and appliances, including mechanical ventilation and natural lighting fixtures located therein.

It shall be unlawful for any person, firm or corporation to do any building construction regulated by this Chapter in any way other than that authorized by this Chapter and the technical codes as adopted and modified hereby. The requirements contained in this Chapter covering the maintenance of buildings and property shall apply to all property, buildings or structures now existing or hereafter erected. All property, buildings or structures and all parts thereof shall be maintained in a safe condition and all devices or safeguards which are required by this Chapter during the construction, alteration or repair of any building shall be maintained in good working order.

- B. CONSTRUCTION OF CHAPTER. Nothing in this Chapter shall be construed to exempt any person, firm or corporation from liability now existing or that may in the future arise to the Village of Morton or any other person, firm or corporation for damage from negligence or from defective construction relating to the construction, alteration, addition, repair, removal, demolition, use, location, occupancy, or maintenance of any building or structure or the service equipment located therein, within the corporate limits of the Village of Morton or on Village property outside

the corporate limits, nor to release any person, firm or corporation from any franchise restrictions, nor shall the Village be held to assume any liability by reason of the inspections authorized herein or certificates or permits issued hereunder or from failure of the Building Official or member of the Building Inspection Department to perform his or her duties hereunder.

- C. CONFLICT WITH STATE LAW AND OTHER VILLAGE CODES. In any case where a provision of this Chapter is found to be in conflict with any Zoning, Fire, Safety, or Health provision of the Municipal Code of the Village of Morton, the provisions of this Chapter shall control. Notwithstanding the foregoing, where applicable state law or administrative regulation establishes a minimum standard that is greater than or more stringent than the requirements of this Chapter, such state minimum standard shall control to the extent required by law. Nothing in this Section shall be construed to adopt or require standards in excess of the minimum requirements of state law unless expressly provided in this Chapter.
- D. SEVERABILITY. It is hereby declared to be the intention of the Village Board of the Village of Morton, Illinois, that the several provisions of this Chapter are severable in accordance with the following:
1. If any Court of competent jurisdiction adjudges any provision of this Chapter to be invalid, such judgment shall not affect any other provisions of this Chapter not specifically included in such judgment order.
 2. If any Court of competent jurisdiction shall adjudge invalid the application of any provision of this Chapter to a particular property, building or structure, such judgment shall not affect the application of said provision to any other property, building or structure not specifically included in such judgment order.
- E. PENALTIES. Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the investigation or enforcement of any of the provisions of this Chapter, or any of the Codes adopted and modified hereby, upon conviction thereof, shall be punished by a fine of not less than Two Hundred (\$200.00) Dollars nor more than Seven Hundred Fifty (\$750.00) Dollars for the first offense and not less than Two Hundred Fifty (\$250.00) Dollars nor more than Seven Hundred Fifty Dollars (\$750.00) Dollars for the second and each subsequent offense in any 180 day period. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation or permit any such violation to exist after notification or knowledge of the existence thereof.
- F. ADOPTION OF THE INTERNATIONAL BUILDING CODE 2021 EDITION WITH AMENDMENTS. There is hereby adopted by the Village of Morton for the purpose of establishing rules, standards, regulations and procedures for the location, construction, maintenance, alteration, removal, demolition, use and occupancy of buildings and structures and the service equipment located within such buildings or structures, a Building Code known as the International Building Code 2021, published

by International Code Council, with specific additions, deletions, insertions, modifications and amendments as set forth in this Chapter, which said Code as so amended is hereinafter referred to as the “IBC.” The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof as added, deleted, inserted, modified and amended by this Chapter shall be controlling in regard to all buildings and structures within the corporate limits of the Village. Amendments to the Building Code.

Notwithstanding the edition of the International Building Code adopted by this Chapter, in the event that any structural provision of the 2024 International Building Code is more stringent than the corresponding structural provision of the 2021 International Building Code as adopted herein, the more stringent structural provision of the 2024 International Building Code shall control. The Building Official is authorized to identify and apply such more stringent structural provisions on a case-by-case basis.

The International Building Code, 2021, is amended as follows:

1. Insert the phrase “Village of Morton, Illinois” in all locations in the IBC where parenthetical reference is made to the “name of jurisdiction”.
2. Section 101.2 - Scope. Add the Phrase “in zero lot-line construction,” before the words “multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress.”
3. Section 101.4.3 - Plumbing. Substitute the word “Village’s” for the word “International” in the first sentence and delete the second sentence.
4. Delete Section 102.4, 102.4.1, and 102.4.2 and substitute the following:

The codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and other adopted codes and standards, the more restrictive provisions shall apply.

5. Delete Sections 104.8 and 104.8.1.
6. Add a new sentence at the beginning of Section 105.5 - Expiration as follows: Every permit issued shall expire and become invalid 180 days after issuance or a later date if a later date is indicated on the permit by the building official.
7. Add the following Section 105.8 - Additional Permit Requirements: Section 105.8 - Storm Water Storage. No person, firm, corporation or agency shall be issued a building permit under this Chapter unless and until all applicable requirements are met as set forth in the Morton Municipal Code, as amended.
8. Section 107.5 - Retention of Construction Documents. Delete this Section.

9. Add to the existing language of Section 111.3 - Temporary Occupancy, the following: Temporary use or occupancy may be granted by the Code Official for a maximum duration of one (1) month from the date of issuance. Such occupancy may be further extended only by approval of the Director of Public Works, subject to a favorable safety inspection by the Building Inspection Department.
10. Add to the existing language of Section 112.1 - Connection of Service Utilities the following: No utility meters shall be placed on the street side(s) of any commercial or multiple-family building.
11. Delete the existing language of Section 114.4 - Violation Penalties, and insert in lieu thereof, the following: Section 114.4 - Penalties. Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the investigation or enforcement of any of the provisions of this Chapter or any of the Codes as adopted and modified hereby may be subject to the penalties prescribed in SEC. 4-1-1 of the Municipal Code of the Village of Morton, Illinois, as amended.
12. Add to Section 1027.1 - Exterior Exit Stairways and Ramps, as follows: No exterior stairways shall be placed or construed on the street side(s) of commercial or multi-family buildings.
13. Add to Table 1607.1 Balconies (exterior) and Decks. Section 5 – Hotels and Multiple-Family Dwellings – 100.
14. Delete the existing language of Section 2901.1 – Scope, and substitute in lieu thereof, the following: Section 2901.1 – Scope. The design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supplies and storm water and sewage disposal in buildings and structures, shall comply with the requirements of this Article, and the requirements of the Plumbing Code of the Village of Morton.
15. Add Section 3001.6, as follows: Section 3001.6 Each elevator must comply with all state laws, including required inspections, and must display any certificate of inspection. A copy of proof of compliance with the state statute must be sent to the Building Official upon the demand of the Building Official.

G. ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE 2021 EDITION WITH AMENDMENTS. There is hereby adopted by the Village of Morton for the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use of maintenance of building systems in residential buildings thereto, a building code known as the International Residential Code, 2021 Edition, published by the International Code Council, as amended thereto with specific additions, deletions, insertions, modifications, and amendments, as set forth in this Chapter which said Code as so amended is hereinafter referred to as the “International Residential Code.” The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof as added, deleted, inserted, modified

and amended by this Chapter shall be controlling in regard to all matters pertaining to the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use of or maintenance of building systems in residential buildings thereto. Amendments to the International Residential Code.

Notwithstanding the edition of the International Residential Code adopted by this Chapter, in the event that any structural provision of the 2024 International Residential Code is more stringent than the corresponding structural provision of the 2021 International Residential Code as adopted herein, the more stringent structural provision of the 2024 International Residential Code shall control. The Building Official is authorized to identify and apply such more stringent structural provisions on a case-by-case basis.

The International Residential Code, 2021, is amended as follows:

1. In Section 101.2 - Delete the exceptions and insert the phrase “in zero lot-line construction” before the words: “townhouses not more than three stories above grade plan in height with a separate means of egress and their accessory ...”
2. Delete Sections 102.4 inclusive of the exception, 102.4.1, and 102.4.2 and substitute the following: The codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and other adopted codes and standards, the more restrictive provisions shall apply.
3. Section 104.6 - Right of Entry. Delete this entire section and substitute therefore the following: The Code Official of his designee is authorized to enter the structure or premises to inspect, subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the Code Official is authorized to seek a search warrant as authorized by law.
4. Section 105.2 - Work Exempt from Permit. In section Building 1, delete the phrase “200 square feet (18.8 m²) and substitute therefore 144 square feet”. In section Building 2, substitute ‘6 feet’ for ‘7 feet.’ Delete section Building 10.
5. Add at the beginning of Section 105.5 - Expiration as follows: Every permit issued shall expire and become invalid 180 days after the issuance or a later date if a later date is indicated on the permit by the building official. A permittee holding an unexpired permit may apply for a one-time ninety (90) day extension provided the permittee can show good and satisfactory reasons that the work cannot be completed within the initial one hundred

eighty (180) day period. No additional fee is required for a one- time extension.

6. Section 105.8 - Responsibility. Add at the end of the Section the following: Condition of Permits: A construction permit issued pursuant to the Residential Code does not permit a person to perform electrical, plumbing, or other mechanical work. All construction work performed in the Village of Morton shall be performed in accordance with all plans and specifications submitted to the Village of Morton for the issuance of a permit. It shall be unlawful for any person to perform construction in a manner not consistent with the permit issued. it shall be unlawful for any person to perform construction work for which a permit is required without a permit. It shall be unlawful for any person to perform construction work after a stop work order has been issued. All framing, mechanical, plumbing, and electrical work must be inspected before being covered. It is the responsibility of the permit holder to call for all inspections. No permit shall be assigned or transferred to any other person.
7. Add the following Section 105.10 - Additional Permit Requirements. Section 105.10 - Storm Water Storage. No person, firm, corporation or agency shall be issued a building permit under this Chapter unless and until all applicable requirements are met as set forth in the Municipal Code, Village of Morton, as amended.
8. Section 106.3.1 - Approval of Construction Documents. Delete this Section.
9. Amend Section 109.1.5 - Other Inspections to include: In addition to the called inspections above, a site inspection prior to excavation, a pre-footing inspection prior to the placement of concrete and a lot grading inspection shall all be required inspections enforced by the Building Department.
10. Delete the existing language of Section 113.4 - Violation Penalties and substitute in lieu therefore the following: Section 113.4 - Violation Penalties. Any person, firm or corporation violating any provision of this Code shall be subject to the penalty provisions provided in SEC. 4-1-1 of the Municipal Code of the Village of Morton, Illinois, as amended.
11. Amend Table No. 301.2(1) Climatic and Geographic Design Criteria as follows: a. Amend Table 301.2(1) by inserting (20psf) under “Ground Snow Load”. b. Amend Table 301.2(1) by inserting (107 mph) under “Wind Design (Speed)”. c. Amend Table 301.2(1) by inserting (No) under “Wind Design” (Topographic effects). d. Amend Table 301.2(1) by inserting (No) under “Wind Design” (Special wind region). e. Amend Table 301.2(1) by inserting (No) under “Wind Design” (Wind-borne debris zone). f. Amend Table 301.2(1) by inserting (A) under “Seismic Design Category”. g. Amend Table 301.2(1) by inserting (Severe) under “Subject to Damage From” (Weathering). h. Amend Table 301.2(1) by inserting (40”) under “Subject to

- Damage From” (Frost Line Depth). i. Amend Table 301.2(1) by inserting (Moderate to Heavy) under “Subject to Damage From” (Termite). j. Amend Table 301.2(1) by inserting (Yes) under “Ice Barrier Underlayment Required.” k. Amend Table 301.2(1) by inserting (Engineering Insurance Study) under “Flood Hazards.” l. Amend Table 301.2(1) by inserting (2000) under “Air Freezing Index.” m. Amend Table 301.2(1) by inserting (51 degrees) under “Mean Annual Temp.”
12. Delete the word “Townhouse” from Sections 302.2, 302.2.1 302.2.2, 302.2.3 and 302.2.6, and insert “Zero Lot Line Unit”.
 13. Amend Section 302.2 - Townhouses to read: Section 302.2 - Zero Lot Line Units. Each zero lot line unit shall be considered a separate building and shall be separated by 2-hour assembly from the foundation to roof underside. The assembly shall be continuous and shall not be interrupted by unit partitions. This assembly shall be a UL listed or USG approved.
 14. Amend Section 302.6 - Dwelling/garage fire separation by adding the following sentence: With a detached garage where the separation between the garage and another structure is less than 10’, the entire garage shall be protected by ½” gypsum board applied to the inside of the garage.
 15. Delete Section 313 - Automatic Fire Sprinkler Systems.
 16. Amend Section 401.3 - Drainage to read: Lot grading shall comply with the approved verified subdivision grading plan as submitted by the lot developer. In addition, sump pump discharge lines shall be connected to the storm water drainage system where provided.
 17. Amend Section 403.1.6 - Foundation Anchorage. Delete exceptions 2 and 3.
 18. Delete the following Chapters in their entirety. a. Chapter 11 – Energy Efficiency. b. Chapter 25 – Plumbing Administration. c. Chapter 26 – General Plumbing Requirements. d. Chapter 27 – Plumbing Fixtures. e. Chapter 28 – Water Heaters. f. Chapter 29 – Water Supply and Distribution. g. Chapter 30 – Sanitary Drainage. h. Chapter 31 – Vents. i. Chapter 32 – Traps. j. Chapter 33 – Storm Drainage. k. Chapter 34 – General Requirements. l. Chapter 35 –Electrical Definitions. m. Chapter 36 – Services. n. Chapter 37 – Branch Circuit and Feeder Requirements. o. Chapter 38 – Wiring Methods. p. Chapter 39 – Power and Lighting Distribution. q. Chapter 40 – Devices and Luminaires. r. Chapter 41 – Appliance Installation. s. Chapter 42 – Swimming pools. t. Chapter 43 – Class 2 Remote Control Signaling and Power-Limited Circuits.
 19. Delete the following Appendices: a. Appendix AA. Sizing and Capacities of Gas Piping. b. Appendix AB. Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances Listed for Use with Type B Vents. c. Appendix AC. Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems. d. Appendix AD. Recommended Procedure for Safety Inspection of an Existing Appliance Installation. e.

Appendix AE. Manufactured Housing Used as Dwellings. f. Appendix AF. Radon Control Methods. g. Appendix AG. Piping Standards for Various Applications. h. Appendix AH. Patio Covers. i Appendix AI. Private Sewage Disposal. j. Appendix AJ. Existing Buildings and Structures k. Appendix AK. Sound Transmission l. Appendix AL. Permit Fees. m. Appendix AM. Home Day Care – R-3 Occupancy. n. Appendix AN. Venting Methods. o. Appendix AO. Automatic Vehicular Gates p. Appendix AP. Sizing of Water Piping System. q. Appendix AR. Light Straw Clay Construction r. Appendix AS. Strawbale Construction

H. ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE 2021

EDITION WITH AMENDMENTS. There is hereby adopted by the Village of Morton for the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use of and maintenance of existing buildings, a building code known as the International Existing Building Code, 2021 Edition, published by the International Code Council, as amended thereto with specific additions, deletions, insertions, modifications, and amendments, as set forth in this Chapter which said Code as so amended is hereinafter referred to as the “International Existing Building Code.” The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof as added, deleted, inserted, modified and amended by this Chapter shall be controlling in regard to all matters pertaining to the design, construction, quality of materials, erection, installation, alteration, repair, replacement, addition to, use of or maintenance of existing buildings. Amendments to the International Existing Building Code, The International Existing Building Code, 2021 is amended as follows:

1. Insert the phrase “Village of Morton, Illinois” in all locations in the International Existing Building Code where parenthetical reference is made to the “name of jurisdiction”.
2. Delete Section 101.7 - Correction of Violations of Other Codes.
3. Delete Section 102.4, 102.4.1, and 102.4.2 and substitute the following: The codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and other adopted codes and standards, the more restrictive provisions shall apply.
4. Section 104.2.2. Replace the word “shall” with the word “may” in this Section and delete the exception.
5. Delete Sections 104.8 and 104.8.1.
6. Delete Section 105.1.1 and 105.1.2.
7. Add a new sentence at the beginning of Section 105.5 Expiration as follows: Every permit issued shall expire and become invalid 180 days after issuance or a later date if a later date is indicated on the permit by the building official.

8. Add the following Section: Section 105.9 – Moving Buildings.
- a. Permit Required. No person, firm, or corporation shall move any building along the public streets, alleys or other places within said Village unless he shall first obtain a license as a house mover under a penalty of not less than \$50.00 nor more than \$200.00 for each offense or be imprisoned for not to exceed six (6) months, or both such fine and such imprisonment. Each day that any such violation or failure continues shall be considered as a separate and distinct offense and shall be punishable as such.
 - b. Bond. Any person may obtain a license as a house mover upon the payment of a license fee of \$25.00 per annum and the furnishing to the Village Clerk, a Certificate of Liability Insurance from an insurance company authorized to do business in the State of Illinois. Said Certificate shall designate the specific job to be performed by said mover and designate coverage provided by such policy as required below. Said Certificate shall name the Village as an additional insured. The policy shall:
 - (1) Insure both parties for single limit coverage for bodily injury and property damage for at least \$300,000.00 per occurrence and aggregate, and shall contain both general and automobile coverages; or
 - (2) Provide at least \$100,000.00 worth of coverage for bodily injury per individual and \$300,000.00 of bodily injury coverage per occurrence and \$100,000.00 of property damage coverage for both general and automobile coverages. A Certificate shall also be provided showing the mover has adequate Workmen’s Compensation Insurance in accordance with the Workmen’s Compensation Act and the Workmen’s Occupational Disease Acts of Illinois, as amended.
 - c. Application and Permit Required. Prior to an issuance of a moving permit, a “Building Moving Application” must be submitted to the Inspection Department for approval. The fee for a permit authorizing the moving of buildings shall be \$200.00 for a dwelling unit or other structure and a \$100.00 for a garage.
 - d. Building Moved to Comply with Ordinances. No wooden building, within or not within the fire limits, shall be moved to any lot or part of lot within the fire limits and all buildings, when so moved, shall thereafter comply with the existing building regulations as set forth in various Ordinances of the Village.
 - e. Lights and Warnings. Whenever a street or alley is blocked by a house or structure which is being moved, warnings to that effect shall be placed by the Police Department so as to warn vehicles and

persons from entering that portion of the street so blocked. The person, firm or corporation moving any building through the streets shall keep warning signs and lanterns or lights on the building so as to guard against any person or vehicle from colliding with it.

f. Cutting Wires. Whenever it shall be necessary to interfere with the wires or cables of a public utility in moving a building, the terms of any special or franchise Ordinance governing shall apply and the bond therein specified shall be given. If no specific terms are spelled out, approval shall first be obtained from the utility company involved and the costs or expenses involved shall be paid to such utility company.

g. Fire Alarm Wires. When any moving building shall approach any firm alarm wire or pole which shall be endangered by the removal of such building or structure, it shall be the duty of the mover to notify the Chief of Police at least six (6) hours before reaching such wire or pole so that they may be removed or cared for by the Village authorities.

h. Additional Restrictions. No buildings shall be moved upon or along any alley or other public thoroughfare without at least twenty-four (24) hours' notice in writing to the Fire Chief of the Village and whenever possible, paved surfaces of streets, alleys or sidewalks shall be planked so as not to be damaged by such moving operation. No permit shall entitle the mover to cut or injure any tree unless special permission for same has been obtained from the Director of Public Works.

9. Add the following Section 105.10 - Additional Permit Requirements: Section 105.10 - Storm Water Storage. No person, firm, corporation or agency shall be issued a building permit under this Chapter unless and until all applicable requirements are met as set forth in the Municipal Code, Village of Morton, as amended.
10. Section 108.4 – Work Commencing Before Permit Issuance. Delete the language of this section and substitute in lieu thereof the following: If any person initiates construction without first taking out a permit, such person shall pay, in addition to the regular fees prescribed for permits, an additional amount equal to one hundred per cent (100%) of the fee required, and may be subject to all penalty provisions of this Chapter.
11. Add to the existing language of Section 110.3 – Temporary Occupancy, the following: Temporary use or occupancy may be granted by the Code Official for a maximum duration of one (1) month from the date of issuance.

12. Add to the existing language of Section 111.1 – Connection of Service Utilities the following: No utility meters shall be placed on the street side(s) of any commercial or multiple-family building.
13. Delete the existing language of Section 113.4 – Violation Penalties, and insert in lieu thereof, the following: Section 114.4 – Penalties. Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the investigation or enforcement of any of the provisions of this Chapter or any of the Codes as adopted and modified hereby may be subject to the penalties prescribed in SEC. 4-1-1 of the Municipal Code of the Village of Morton, Illinois, as amended.
14. Section 115.4 - Method of Service. Add the following to the end of this Section. Notice sent by regular First class mail to the last known address of the owner shall be deemed to proper service.
15. Section 116.5 - Emergency Repairs. Substitute the word “owner” for the word “jurisdiction” in the first sentence of this section.

I. ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2021 EDITION WITH AMENDMENTS. There is hereby adopted by the Village of Morton for the purpose of establishing rules and regulations for the utilization of materials, construction, installation, alteration, maintenance and repair of all mechanical systems, heating systems, ventilating systems, cooling systems, steam and hot water heating system process piping, boiler and pressure vessels, appliances utilizing gas, liquid or solid fuels, chimneys and vents, mechanical refrigeration systems, fireplaces, barbecues, incinerators, crematories and other process matter or material regulated by or within the scope of the International Mechanical Code, 2021, placed in or utilized in connection with any building or structure within the Village of Morton, a certain Code known as the International Mechanical Code, published by the International Code Council, Inc., particularly the 2021 Edition thereof, with specific additions, deletions, insertions, modifications and amendments as set forth in this Chapter, which said Code as so amended is in this Chapter is referred to as the “International Mechanical Code.” The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof as added, deleted, inserted, modified and amended by this Chapter shall be controlling in regard to all buildings and structures within the corporate limits of the Village. Amendments to the International Mechanical Code, The International Mechanical Code, 2021, is amended as follows:

1. Insert the phrase “Village of Morton, Illinois” in all locations in the International Mechanical Code, 2021, where parenthetical reference is made to the “name of jurisdiction”.
2. Delete Section 102.8 - Referenced Codes and Standards and substitute therefore the following: The codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between the

provisions of this Code and other adopted codes and standards, the more restrictive provisions shall apply.

3. Section 104.7 – Department Records. Delete this Section.
4. Sections 106.1.1 and 106.1.2 Annual permits. Delete these sections.
5. Section 106.4.3 - Expiration. Add the following sentence to the beginning of this Section 106.4.3: Every permit issued shall expire and become invalid 180 days after issuance or a later date if later date is indicated on the permit by the building official.
6. Section 110.2 – Retention of Construction Documents. Delete this Section.
7. Section 106.4.6 – Previous Approvals. Delete this Section.
8. Delete Section 109.6 - Fee Refunds.
9. Add Section 106.5.1 - License or Registration Required as follows: SEC. 106.5.1 License or Registration Required. Except as specifically otherwise provided in this Chapter, it shall be unlawful for any person, firm or corporation to do or perform any installation, alteration, maintenance or repair of or to any mechanical system, heating system, ventilating system, cooling system, steam and hot water heating system process piping, boiler and pressure vessels, appliances utilizing gas, liquid or solid fuel, chimneys and vents, mechanical refrigeration systems, fireplaces, barbecues, incinerators, crematories, or other process, matter or material regulated by or within the scope of the International Mechanical Code, 2021 and International Fuel Gas Code, as adopted and modified hereby, without being appropriately licensed and/or registered under the provisions of this Chapter. Exceptions:
 - a. Owner Occupants. The owner-occupant of a one-family dwelling may, with the assistance of any member of his family, personally carry on in such house any work governed by this Chapter without a license or registration, provided that such owner shall obtain a permit for any such work and shall call for inspections as provided in this Chapter. Such owner-occupancy shall be retained for at least one year from the date of final inspection and approval of such work.
 - b. Holders of Electrical Licenses and/or Registration. Persons, firms or corporations holding any validly issued Village of Morton electrical licenses or being appropriately registered under Chapter 11 of the Municipal Code of the Village of Morton, Illinois, as amended, may install totally electric, self-contained heating equipment not requiring the installation of any duct or pipe work.
10. Section 115.1 – Unlawful Acts. Add the following at the end of Section 115.1:

It shall be unlawful for any property owner to have on his or her property any equipment which is in violation of any provision of this Code or to allow any person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize a mechanical system in violation of this code.

11. Section 115.2 – Notice of Violation. Substitute the word “may” for the word “shall” in this Section. Add the following at the end of this Section: In addition Notice may be provided to the owner of any property upon which a violation occurs. The owner of any property shall be responsible that all mechanical systems on the property are in compliance with this Code.
12. Delete Section 115.4 - Violation Penalties and insert in lieu thereof the following: Violation penalties. Persons who violate any provision of this Code shall be subject to a penalty as set forth in SEC. 4-1-1 of the Code.
13. Delete Appendix B - Recommended Fee Schedules.

K. ADOPTION OF THE INTERNATIONAL FUEL GAS CODE 2021 EDITION WITH AMENDMENTS. There is hereby adopted by the Village of Morton for the purpose of establishing rules and regulations for the design, installation, alteration, maintenance and repair of all fuel gas piping systems, fuel gas utilization equipment and related accessories within the scope of the International Fuel Gas Code, 2021 placed in or utilized in connection with any building or structure within the Village of Morton, a certain Code known as the International Fuel Gas Code, 2021, of the International Code Council, Inc., with specific additions, deletions, insertions, modifications and amendments as so amended is in this Chapter referred to as the International Fuel Gas Code. The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof as added, deleted, inserted, modified and amended by this Chapter shall be controlling in regard to all buildings and structures within the corporate limits of the Village with Amendments to the International Fuel Gas Code. The International Fuel Gas Code, 2021, is amended as follows:

1. Insert the phrase “Village of Morton, Illinois” in all locations in the International Fuel Gas Code, 2021, where parenthetical reference is made to the “name of jurisdiction.”
2. Delete Section 102.8 – Referenced Codes and Standards and substitute therefore the following: The codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and other adopted codes and standards, the more restrictive provisions shall apply.
3. Sections 106.1.1 and 106.1.2 - Annual permits. Delete these sections.
4. Section 106.5.3 - Expiration. Add the following sentence at the beginning of this Section: Every permit issued shall expire and become invalid 180 days after the issuance or a later date if a later date is indicated on the permit by the Code official.
5. Section 107.2 – Retention of Construction Documents. Delete this Section.
6. Section 106.5.6 – Previous Approvals. Delete this Section.
7. Section 109.2 - Schedule of Permit Fees. Insert “See Municipal Code of the Village of Morton.”

8. Delete Section 109.6 - Fee Refunds.
9. Section 115.1 - Unlawful Acts. Add the following sentence at the end of this Section: It shall be unlawful for the owner of any property to allow or permit any erection, construction, alteration, repair, removal, demolition or utilization of any equipment or piping in violation of any provision of this Code.
10. Section 115.2 - Notice of Violation. Substitute the word “may” for the word “shall” in this section.
11. Section 115.4 - Violation Penalties. Delete this Section and substitute therefore the following: Section 115.4 - Violation Penalties – Any person, firm or corporation violating any provision of this Code shall be subject to the penalty provisions provided in SEC. 4-1-1 of the Municipal Code of the Village of Morton, Illinois, as amended.
12. Section 116 - Stop Work Orders. Delete the phrase “of not less than (amount) or more than (amount) dollars” and substitute therefore the following phrase “as set forth in SEC. 4-1-1 of the Municipal Code of the Village of Morton.”

L. ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2024 EDITION WITH AMENDMENTS. There is hereby adopted by the Village of Morton for the purpose of establishing rules and regulations for energy conservation a certain Code known as the Illinois Energy Conservation Code, based upon the International Energy Conservation Code, 2024, of the International Code Council, Inc., with Illinois-specific amendments as adopted by the Capital Development Board pursuant to 20 ILCS 3125/15, and with such further local additions, deletions, insertions, modifications and amendments as set forth in this Chapter, which said Code as so amended is hereinafter referred to as the "Energy Conservation Code." The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof as added, deleted, inserted, modified and amended by this Chapter shall be controlling in regard to all buildings and structures within the corporate limits of the Village. In the event of any conflict between the local amendments set forth herein and the Illinois-specific amendments adopted by the Capital Development Board, the Illinois-specific amendments shall control.

Amendments to the International Energy Conservation Code. The International Energy Conservation Code, 2024, is amended as follows::

1. Section 105.2.2 - Changed to read as follows:
R105.2.2 Framing and Air Barrier rough-in inspection. Inspections at framing and rough-in shall be made before application of insulation and shall verify compliance with the code as to air leakage controls as required by the code; and approved plans and specifications.

2. Section 105.2 - Required Inspections - Changed numbering to insert a new section between 105.2.2 and 105.2.3, which new section shall be numbered 105.2.2 1/2 and shall be as follows:

R105.2.3 Insulation and Fenestration rough-in inspection. Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding R-values and their correct location and proper installation; fenestration properties such as U-factor and SHGC and proper installation.

3. Section C102/R102 General; add Section C102.1.2 and R102.1.2 to read as follows:

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. R102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in the applicable sections of this Code.

4. Section R202 Definitions; add the following definition:

DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

5. Section R402.4.1 Building thermal envelope; add section R402.4.1.4 to read as follows:

R402.4.1.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by this Code, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area.

For each tested unit that exceeds the maximum air leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

6. Section R403.3 Ducts; add section R403.3.8 to read as follows:

R403.3.8 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by this Code, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that exceeds the maximum duct leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

7. Section R403.6 Mechanical Ventilation; add section R403.6.4 to read as follows:

R403.6.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by this Code, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that does not meet the minimum ventilation rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

8. Section R402.4.6 Electrical and Communication outlet boxes. Delete after the first sentence to read as follows:

R402.4.6 Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces.

~~The 2015 Edition of the International Fire Code and any subsequent editions or amendments thereto is hereby adopted for the purpose of establishing rules and regulations for the construction, alteration, use and occupancy, and maintenance of buildings and structures. The 2015 Edition of the International Energy Conservation Code, and any subsequent additions or amendments therefor copywrited by the International Code Council, Inc., a copy of which is on file in the office of the Village Clerk, is hereby adopted for the purpose of establishing rules and regulations for regulating~~

~~and governing energy efficient building envelopes and installation of energy efficient mechanical lighting and power systems as therein provided. The following additions, changes and/or deletions shall apply to the International Energy Conservation Code as adopted by the Village of Morton: The 2015 Edition of the International Residential Code for One (1) and Two (2) Family Dwellings, and any subsequent additions or amendments therefore, copywritten by the International Code Council, Inc. a copy of which is on file in the office of the Village Clerk, is hereby adopted for the purpose of establishing rules and regulations for the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of attached one (1) and two (2) family dwellings and multiple single family dwellings (townhouses) not more than three (3) stories in height. The following additions, changes and/or deletions shall apply to the International Residential Code as adopted by the Village of Morton: The 2015 Edition of the International Existing Building Code, and any subsequent additions or amendments therefor copywritten by the International Code Council, Inc., a copy of which is on file of the office of the Village Clerk, is hereby adopted for the purpose of establishing rules and regulations governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, within the Village of Morton. The following additions, changes, and/or deletions shall apply to the International Existing Building Code as adopted by the Village of Morton: In Section (C) 101.1 “Village of Morton” is inserted in place of [Name of Jurisdiction]; and In Section (R) 101.1 “Village of Morton” is inserted in place of [Name of Jurisdiction]. In Section (R) 101.1 “Village of Morton” is inserted in place of [Name of Jurisdiction]; and In Section (R) 301.2(1) [appropriate design criteria] shall be as specified in the charts and tables contained in that section, and Chapter 25 is not adopted and shall not apply to residential structures within the Village of Morton. Appendix Chapters A, B, C, E and G are hereby adopted as a part of the International Residential Code. Any and all automatic fire sprinkler provisions set forth in the International Residential Code are not adopted and shall not apply to residential structures within the Village of Morton. In Section 101.1 “Village of Morton” is inserted in place of [Name of Jurisdiction]; and In Section 1401.2 “January 1, 2017” is inserted [Date in one location]. Appendix Chapters A6 and Resource A are hereby adopted as a part of the International Existing Building Code of the Village of Morton. The Codes are incorporated fully as if set out at length herein, and the provisions thereof shall be controlling in the construction, alteration, use and occupancy, and maintenance of all buildings and structures. All amendments and new or revised editions shall be effective sixty (60) days after the Village publishes a notice indicating that such amendments or new or revised editions have been placed on file at the office of the Village Clerk. Until such date, the prior editions shall remain in effect. (Ord. 90-37, 4-15-91; amd. Ord. 94-24, 11-21-94; amd. Ord. 00-42, 12-4-00; amd. Ord. 14-12, 7-7-14; amd. Ord. 16-11, 11-21-16)~~

SECTION 2: AMENDMENT “4-7-1: Adoption Of Property Maintenance Code” of the Morton Municipal Code is hereby *amended* as follows:

AM EN DM EN T

4-7-1: Adoption Of Property Maintenance Code

The 20~~15~~21 Edition of the International Property Maintenance Code, and any subsequent additions or amendments therefore copywrited by the International Code Council, Inc., three (3) copy of which are on file in the office of the Village Clerk of the Village of Morton being marked and designated as the International Property Maintenance Code, 20~~15~~21 Edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the Village of Morton in the State of Illinois for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to insure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; in each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the Village Clerk are hereby referred to, adopted and made a part hereof as if fully set out in this Chapter with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this Chapter.

SECTION 3: AMENDMENT “4-7-2: Additions; Deletions; Changes” of the Morton Municipal Code is hereby *amended* as follows:

AM EN DM EN T

4-7-2: Additions; Deletions; Changes

~~The following additions, changes and/or deletions shall apply to the Property Maintenance Code as adopted by the Village of Morton: In Section 101.1 insert Village of Morton for [Name of Jurisdiction]; and Delete Section 103.5 Delete Section 103.1; and In Section 103.2 delete shall be appointed by the Chief appointing authority of the jurisdiction and insert in its place shall be the Director of Building and Zoning of the Village of Morton or his or her appointee; and In Section 112.4 insert fifty dollars (\$50.00) in place of amount in the first instance in which it occurs in said Section and insert seven hundred fifty dollars (\$750.00) in place of “[amount]” in place of amount in the second instance in which it appears in said Section; and In Section 302.4 insert eight (8) inches in place of “[height in inches]”; and In Section 304.14 insert March 1st in place of “[date]” in the first instance in which date occurs~~

~~and insert November 1st in place of “[date]” in the second instance in which it occurs in said Section; and In Section 602.3 insert November 1st in place of “[date]” in the first instance in which date occurs and insert March 1st in place of “[date]” in the second instance in which it occurs in said Section; and In Section 602.4 insert November 1st in place of “[date]” in the first instance in which date occurs and insert March 1st in place of “[date]” in the second instance in which it occurs in said Section. (Ord. 16-17, 4-3-17)~~

Amendments to the International Property Maintenance Code, The International Property Maintenance Code, 2021, is amended as follows:

- A. Insert the phrase “Village of Morton, Illinois” in all locations in the International Property Maintenance Code where parenthetical reference is made to the “name of jurisdiction”.
- B. Section 101.3 - Delete the second sentence and substitute therefore the following: An additional purpose of this Code is to prevent blight and deterioration of neighborhoods. Existing structures and premises that do not comply with these provisions and which do not meet a minimum level of health and safety shall be altered or repaired to provide a minimum level of health and safety as required herein.
- C. Section 102.1 – Delete the second sentence.
- D. Section 102.2 – Delete the last sentence and substitute therefore the following: The owner and the owner’s designated agent shall be jointly and severally responsible for the maintenance of buildings and structures and premises.
- E. Section 102.3 – Delete this section in its entirety and substitute therefore the following: Repairs, additions, or alterations to a structure, or changes of occupancy shall be done in accordance with the procedures and provisions of the appropriate zoning, building, mechanical, and other Codes of the Village of Morton. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the zoning, building, mechanical, or other Code of the Village of Morton.
- F. Section 102.7– Delete this section and substitute therefore the following: The provisions of this Code shall not be mandatory for structures designated by the state or the Village of Morton as historic buildings when such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety, and welfare.
- G. Delete Sections 102.8, 102.8.1, and 102.8.2 and substitute therefore the following: The codes and standards referenced in this Code shall be those that are listed in this Chapter and considered part of the requirement of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and the referenced standards, the more restrictive provisions shall apply.
- H. Section 109.2 – Notice of Violation. Add the following sentence: However, the failure to serve a notice shall not prevent the prosecution of legal actions, including administrative adjudication procedures, seeking fines and compliance with this Code.
- I. Section 111.4 – Notice. Delete this section and substitute therefore the

following: Notice to Owner, Agent or Other Responsible Person. Whenever the Code Official determines that there has been a violation of this Code or has grounds to believe that a violation has occurred, notice may be given in the manner prescribed in Sections 107.2 and 107.3 to the owner, agent or person responsible for the maintenance of the property as specified in this Code. Notices for condemnation procedures shall also comply with Section 108.3.

- J. Section 111.4.1- Form. Delete this Section and substitute therefore the following: Such notice prescribed in Section 107.1 shall be in accordance with all of the following: a. Be in writing. b. Include a description of the real estate sufficient for identification. c. Include a statement of the violation or violations and why the notice is being issued. d. May include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code. e. Inform the property owner, agent or other person responsible of the right to appeal. f. Include a statement of the right to file a lien in accordance with Section 106.3.
- K. Section 111.4.2 - Method of Service. - Add the following language before the semicolon in Section 107.3(2): “or the address listed in the County Tax Assessor’s Office for receipt of the property tax bill for the property”
- L. Section 111.1 – General. Delete this section and substitute therefore: When a structure, property, or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such a structure may be condemned pursuant to the provisions of this Code.
- M. Section 111.1.1– Delete this section and substitute therefore: Unsafe property or structures. An unsafe property or an unsafe structure is one that has any condition that is found to be an imminent danger to the life, health, or safety of the occupants or the public. A structure is to be deemed unsafe if the structure does not contain minimum safeguards to protect from fire and to warn occupants in the event of fire. A structure is to be deemed unsafe if it contains unsafe equipment. A structure or property shall be deemed unsafe if it has holes in the floors or ground such that a person could fall through the floor or into the hole, except for excavation, which is lawfully fenced. A structure or property shall be deemed unsafe if it is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that partial or complete collapse is possible.
- N. Section 111.1.3 – Structure Unfit for Human Occupancy. Delete word “unlawful” from this Section.
- O. Section 111.2 – Closing of Vacant Structures. - Delete the language of Section 111.2 and substitute therefore: Vacant structures shall be registered and rehabilitated or demolished as set forth in SEC.11.7 of the Municipal Code of the Village of Morton, 1969 as amended.
- P. Section 111.2.1 – Authority to Disconnect Utilities. Delete the existing language and substitute the following therefore: The Code Official or his designee shall have the

authority to authorize the disconnection of utility service to the building, structure, or system in case of emergency where necessary to eliminate an immediate hazard to life or property.

- Q. Section 111.3 – Record. Delete this Section in its entirety.
- R. Section 111.4 – Notice. Delete this section and substitute therefore: Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place on or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in the Section 107.2.
- S. Section 112.5 – Costs of Emergency Repairs. In the first sentence delete the word “jurisdiction” and substitute therefore the word “owner.”
- T. Section 113.1 – General. Delete this Section and substitute therefore the following: The Code Official may order the owner of any premises upon which is located any structure, which is so dilapidated or out of repair as to be dangerous, unsafe, or otherwise unfit for human habitation or occupancy, to demolish and remove such structure, or, if such structure is capable of being made safe by repairs, to repair and make safe at the owner’s option. The Code Official may also order the demolition and removal or completion of any structure under construction (including repairs) for which there has been a cessation of construction for more than six months, or for which a construction permit has been expired for more than six months.
- U. Section 113.3 – Failure to Comply. Delete all of the language after the word “liable” and substitute therefore the following: “for a fine as set forth in this Code. Additionally, the Code Official may seek immediate injunctive action to prevent further violation of the stop work order. Each day upon which a violation occurs is a separate offense.” 27. Section 201.3 – Terms Defined in Other Codes. Delete this Section.
- V. Section 202 - General Definitions. Delete the definitions of “Code Official”, “Cost of Such Demolition or Emergency Repairs”, “dwelling unit”, “historic building” “inoperable vehicle,” “public way,” “rooming house”, “rooming unit” and “yard”. Insert the following definitions in the appropriate alphabetical place: Bed and Breakfast Establishments. An operator-occupied residence of historical significance providing public accommodations for a charge only breakfast may be provided to the guest. Bed and Breakfast establishments shall not include motels, hotel, boarding rooms, boarding houses, rooming housing or food service establishments. Code Official. The Code Official is the Building Commissioner of the Village of Morton, or any duly authorized representative of the Building Commissioner. Deadbolt lock. Deadbolt lock shall mean a single cylinder deadbolt that is locked or unlocked by key from the outside and thumb turn on the inside. The deadbolt automatically deadlocks when it is fully extended. The deadbolt shall contain case hardened steel material. Deadbolt locks shall meet the following specification: a. Throw. Minimum throw of one (1) inch which penetrates the strike not less than three fourths (3/4)

inch. b. Cylinders. The solid brass cylinder must have a minimum of five (5) pin tumblers. The solid brass cylinder guard shall be designated or protected so that it cannot be gripped by pliers or other wrenching devices. c. Back-set. The back-set must be a minimum of two and three-eighths (2 3/8) inches for a wood door and a minimum of two and three-fourths (2 3/4) inches for a metal door. d. Striker Plate. Steel striker plates shall be located at the point where the required lock engages the jamb and shall be secured with hardened steel screws of sufficient length to screw one (1) inch into the two by four (2X4) in the door frame. Domestic Utility Trailer. A single-axle trailer used for domestic or recreational purposes only and not exceeding any of the following dimensions: six (6) feet in width; twelve (12) feet in length or eight (8) feet in height. No domestic utility trailer may be used for business or commercial purposes. Duplex. A Duplex is a two-family dwelling. Dwelling Unit. A dwelling unit is one or more rooms arranged or designed for the use of one group living together as a single housekeeping unit. Dwelling, Multiple Family. A multiple-family dwelling is a building containing three (3) or more dwelling units. Dwelling, One Family. A one family dwelling is a building containing one (1) dwelling only. Dwelling, Two Family.

A two-family dwelling is a building containing two (2) dwelling units only.

Efficiency Unit. An efficiency unit is a dwelling unit consisting of one principal room with bathroom, kitchen, hallway, closets or dining alcove off the principal room. Fire

Equipment Distributor. A person or entity licensed as a Fire Equipment Distributor by the State of Illinois pursuant to 225 ILCS 216/1 et seq. Inoperable vehicle.

Inoperable vehicle shall mean any vehicle which is incapable of being operated on a public highway or which has not operated on the highway for a period of eight (8) weeks whether the vehicle is operable or not. Kitchen. A kitchen is any space used for the storage and preparation of foods. Major Recreational Equipment. Major recreational equipment means travel trailers (a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational or vacation uses, or one permanently identified as a Travel Trailer by the manufacturer of the trailer); Pick-up Coaches (a structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation and vacation);

Motorhomes (a portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle); Camping trailers (a canvas, material or metal folding structure, mounted on wheels designed for travel, recreation and vacation use); boats; snowmobiles; jet skis; all-terrain vehicles (ATV); dirt bikes; golf carts; and trailers holding boats, snowmobiles, jet skis, all-terrain vehicles (ATV), dirt bikes or golf carts. Noxious Weeds. Noxious weeds means any plant now or hereafter listed by the State of Illinois as a noxious weed pursuant to the Illinois Noxious Weed Act, 505

ILCS 100/1 et seq., any plant now or hereafter listed as an exotic weed by the Illinois

Exotic Weed Act, 525 ILCS 10/1 et seq., dandelions, poison ivy (Toxicendron Radicans), Poison Oak (Toxicendron Quericum- folium) and Poison Sumac

(Toxicendron Vernix). Person. Person means any natural person, partnership, corporation, trust or other legal entity. Private Alarm Contractor. A person licensed by the State of Illinois as a Private Alarm Contractor pursuant to 225 ILCS 446/1 et seq. Rodent. A rodent means a rat or a mouse. Rooming house. A rooming house is a residential building containing one (1) or more rooming units. Rooming unit. A rooming unit is any room or group of rooms forming a single unit used or intended to be used for living and sleeping, but not for cooking. Turf grass. Turf grass means any grass except grasses being grown for food or agricultural purposes and ornamental grasses which are intentionally and sporadically planted as part of a landscape design. Unlicensed vehicle. An unlicensed vehicle is any vehicle which does not display a valid license plate or license applied for sticker. Yard. A yard is any area on a lot that does not contain a structure, driveway, or permitted hard-surfaced parking area.

- W. Section 301.2 – Responsibility. Insert the words “including the interior of the structure” after the word “structures’ in the first sentence. Insert the words “exclusively” after the word “they” in the third sentence.
- X. Section 301.3 - Vacant structures and Land. Add the following line: Additionally, vacant structures must comply with Division 3 of Chapter 11 of the Municipal Code of the Village of Morton, as amended, Vacant Buildings.
- Y. Section 302.1 - Sanitation. Delete the second sentence and substitute therefore: "No well, cistern, excavation or other depression shall exist in a dangerous or unprotected condition."
- Z. Section 302.2 – Grading and Drainage. Add at the end of this section: No fill excavation dirt, or concrete chunks should be mounded above the natural terrain. SEC. 21.3.9 of the Municipal Code of the Village of Morton must be complied with in regard to standing water.
- AA. Section 302.4 - Weeds. - Delete the language of this Section and substitute therefore the following: Section 302.4 - Vegetation.
 - a. All premises and exterior property shall be maintained free from noxious weeds or turf grass, which exceed 8 inches in height. b. All areas not containing a structure, paved pathway, driveway, or permitted hard surfaced parking area must be covered with vegetation such as grass, shrubs, trees or gardens. Where the vegetation has died, the area must be re-planted. c. All dead trees, tree limbs and shrubs shall be removed.
 - d. All bushes and trees must be trimmed to allow for free passage along sidewalks and streets, and to allow for adequate line of sight for vehicular and pedestrian traffic along streets and sidewalks. e. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice violation, the Village of Morton shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property and such costs may become a lien on the property.
- AB. Section 302.7 - Accessory Structures. Add the word "sheds" after the word garages.

- AC. Section 302.8 - Motor Vehicles. Delete the entire Section and substitute therefore: No unlicensed or inoperable motor vehicle shall remain on a premises unless such vehicle is in an enclosed building, or unless said premises has as its principal use the maintenance, repair, sale, storage or manufacture of vehicles. Motor vehicles may not be parked other than on a permitted hard- surfaced area except major recreational equipment and domestic utility trailers as provided by SEC. 15.7-2(B) of the Municipal Code of the Village of Morton, as amended. In areas where repeated violations of this section occur, the Code Official can require a property owner to install curbs, fences, posts or other devices intended to prevent violations of this section. No truck with more than two axles or any vehicle with a height in excess of 8 feet or a gross weight of more than 10,000 pounds, or any trailer, except for major recreational equipment or domestic utility trailers, shall be parked on any premises outside of a building which are zoned for residential purposes except when such vehicle is being used for delivery purposes, or when a construction permit has been issued for the property and the truck or trailer is reasonably necessary for the completion of the construction, or as otherwise provided by law. No owner of property or person responsible for the maintenance of property shall permit a violation of this Section to occur on their property.
- AD. Section 302.9 - Defacement of Property. Delete this Section.
- AE. Section 304.1.1 – Add at the end: The foregoing list shall not be considered an exhaustive list of unsafe conditions, but shall be considered as examples of unsafe conditions. Any condition which causes a structure to be unsafe so as to create a danger to the occupants or the public may be declared an unsafe condition requiring repair, removal, replacement, or closure.
- AF. Section 304.2 - Add the following language at the end of this Section: All exterior surfaces including windows and doors shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected. Exterior painted surfaces of dwelling and child and day care facilities, including fences and accessory structures, which contain lead levels equal to or greater than 1.0 milligram per square centimeter or an excess of 0.50 percent lead by weight shall be maintained in a condition free from peeling, chipping and flaking paint.
- AG. Section 304.5 - Foundation walls. Add the words "and water" after the word "pests".
- AH. Section 304.7 - Roofs and Drainage. Delete the entire section and substitute therefor the following: The roof and flashing shall be sound, tight and not have defects that admit rain. The roof shall not have curled or missing shingles or tiles. Only approved roofing materials may be used for repairs. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure, and the exterior of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a private or public nuisance or the accumulation of standing water, either on the property or other property. Gutters and downspouts

shall be required on all buildings originally designed to have gutters and downspouts.

AI. Section 304.13 – Window, Skylight and Door Frames. Add the following: Boarding Up. No window, door or other opening shall be boarded up or otherwise secured by any means other than conventional methods used in the design of the building or otherwise permitted for new construction of similar type for a period in excess of thirty (30) days unless authorized pursuant to a vacant building plan.

AJ. Section 304.14 - Insect Screens. Insert the dates "April 15" and "October 15" as the beginning and ending dates for the requirement of insect screens.

AK. Section 305.1.1 –Add at the end: The foregoing list shall not be considered an exhaustive list of unsafe conditions, but shall be considered as examples of unsafe conditions. Any condition which causes a structure to be unsafe so as to create a danger to the occupants or the public may be declared an unsafe condition requiring repair, removal, replacement, or closure.

AL. Section 305.3 - Interior Surfaces. Delete this section and substitute in lieu therefore the following: Section 305.3 - Interior Surfaces. All interior surfaces including windows and doors shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected. Interior painted surfaces of dwelling and child and day care facilities, which contain lead levels equal to or greater than 1.0 milligram per square centimeter or an excess of 0.50 percent lead by weight shall be maintained in a condition free from peeling, chipping and flaking paint. No interior surface shall have an excess accumulation of mold or mildew. All worn, frayed or un-cleanable carpet or vinyl shall be replaced.

AM. Section 307.1 - Handrails and Guardrails. Delete the number 30 wherever it appears in this Section and substitute therefore the number 36.

AN. Section 308.1.1 – Outdoor Storage of Indoor Upholstered Furniture. - Add the following:

Section 308.1.1 – Outdoor Storage of Indoor Upholstered Furniture. No person shall place, use, keep, store or maintain outdoors any indoor upholstered furniture not manufactured for outdoor use, including, but not limited to, upholstered chairs and couches, except when said indoor upholstered furniture is placed at the curb on the customary collection day for it to be removed as part of bulky waste removal or when said indoor upholstered furniture is placed outdoors as part of a garage sale allowed under the Code. No real property owner or real property manager or other person in control of such real property shall permit indoor upholstered furniture to remain on such real property after it has been placed there in violation of this Section. As used herein indoor upholstered furniture means any furniture constructed with stuffing or cushions or springs, not intended for outdoor use. As used herein outdoors means any place visible from a public place and exposed to precipitation, including but not limited to yards, rooftops, and unenclosed porches, decks, patios, and balconies. As used herein “unenclosed” means an area not totally surrounded with a combination of walls, windows, doors, floor and roof

- AO. Section 308.2.1 - Rubbish Storage Facilities. Add the phrase “of adequate size and number” before the word “and”.
- AP. Section 308.3.1 - Garbage Facilities. Delete this Section and substitute therefore: The owner of every dwelling unit shall supply approved leak-proof, covered outside garbage containers of sufficient size to accommodate all garbage generated by the dwelling unit(s).
- AQ. Section 309.2 – Owner. Delete the phrase “within the structure prior to renting or leasing the structure.”
- AR. Section 309.3 – Single Occupant. Delete this Section.
- AS. Section 309.4 – Multiple Occupancy. Delete this Section.
- AT. Section 309.5 – Occupant. Delete this Section.
- AU. Section 401.1 – Add the following to the end of this Section: Nothing in this Code shall abridge the requirements of the Mechanical Code of the Municipal Code of the Village of Morton, as amended. In places where this Code and the Mechanical Code conflict, the stricter restriction shall control.
- AV. Section 402.1 Habitable Spaces - Add the following to the end of this Section: a. Bedrooms which are below grade which existed prior to the adoption of this Code shall cease their use as bedrooms effective August 1, 2005, unless those rooms can meet the following standards: (1) Stair and hallway geometry. All stairs leading to such bedrooms must have a riser height of no more than 8.25 inches, a tread depth of no less than 9 inches, a tread width of no less than 32 inches and a headroom clearance of no less than 76 inches. Hallways and doors serving bedrooms must be at least 32 inches wide. (2) Ceiling height. The ceiling height in the bedroom and all hallways and doors serving bedrooms shall be a minimum of 80 inches high. Projections from the ceiling into the room, such as beams and ducts, may not intrude so that the remaining height is below 76 inches. Projections into the room may not constitute more than 25% of the overall ceiling area. (3) Egress windows and doors. Except as set forth in Subsection (1) of this Section, egress must be provided as set forth in Section R310 and R311 of the 2021 Edition of the International Residential Code adopted at SEC. 4-1-1 of the Municipal Code of the Village of Morton. (4) Smoke alarms. Smoke alarms must be provided as set forth in the International Residential Code adopted at SEC. 4-1-1 of the Municipal Code of the Village of Morton.
- AW. Section 403.3 – Cooking Facilities. Delete the second exception.
- AX. Section 404.1 - Privacy. Add at the end of this Section the following language: No dwelling unit shall be constructed so that access to the street or additional facilities such as laundry rooms or heating facilities requires a person to pass through any other dwelling unit or commercial unit.
- AY. Section 404.5 – Overcrowding. Add the phrase at the end of the first SEC. sentence “or as permitted by the Zoning Code, Chapter 15 of the Municipal Code of the Village of Morton, as amended.”

- AZ. Section 404.6 - Efficiency Unit. Delete the language “Nothing in this Section shall prohibit an efficiency living unit from meeting the following requirements:” and substitute therefore “All efficiency units must meet the following requirements:”
- BA. Section 404.6(1) - Add the following sentence at the end of part (1). These required areas shall also be exclusive of any dining alcove in excess of 125 square feet.
- BB. Section 404.7 - Food Preparation. Add the following at the end of the Section: In dwelling units all kitchens shall include a refrigerator to be used for the storage of food, a stove for the preparation of cooked foods and a sink and faucet connected to both hot and cold water supplies. Any appliance supplied by the owner shall be in good and safe working order and in a condition in which they may be kept clean and sanitary. No more than one kitchen per dwelling unit shall be permitted.
- BC. Section 501.1 – Add the following to the end of this Section: Nothing in this Code shall abridge the requirements of the Plumbing Code, of the Municipal Code of the Village of Morton, as amended. In places where this Code and the Plumbing Code conflict, the stricter restriction shall control.
- BD. Section 502.5 – Public Toilet Facilities. Delete the word “International.”
- BE. Section 503.4 – Floor Surface. Add at the end of this Section the following: In dwelling units, the floor must be maintained in a clean and sanitary condition.
- BF. Section 504.3 – Delete Section 504.3.
- BG. Section 505.1 – General. Omit word “International.”
- BH. Section 507.1 – Storm Drainage. Delete the words “a public nuisance” and substitute therefor “a private or public nuisance. The accumulation of standing water, either on the property or other property, is prohibited. Gutters and downspouts shall be required and shall be in good repair.”
- BI. Section 601.1 – General. Add the following to the end of this Section: Nothing in this Code shall abridge the requirements of the Mechanical or the Electrical Code of the Village of Morton. In places where this Code and the Mechanical or Electrical Code conflict, the stricter restriction shall control.
- BJ. Section 602.2 - Residential Occupancies. Delete the exception and the phrase “based on the winter outdoor design temperature for the locality indicated in Appendix D of the plumbing code” and substitute therefore “when the outdoor temperature is minus ten degrees Fahrenheit (-10° F). Portable heating equipment shall not be considered as heating facilities”.
- BK. Section 602.3 – Heat Supply. Insert October 1 and May 1 for the starting and ending dates of the heating season. Delete the exception and add the following at the end of the sentence: “when the outdoor temperature is above minus ten degrees Fahrenheit (-10°F). When the outdoor temperature is below minus ten degrees Fahrenheit (-10°F), the heating system must be operating at full capacity”.
- BL. Section 602.4 - Insert October 1 and May 1 for the starting and ending dates of the heating season.
- BM. Section 606 – Elevators, Escalators, and Dumbwaiters. Delete Section 606.

- BN. Section 701.1 - Add the following to the end of this Section: Nothing in this Code shall abridge the requirements of the Fire Code adopted in the Municipal Code of the Village of Morton, as amended, or any other Code of the Village of Morton. In places where this Code and any other Code conflict, the stricter restriction shall control.
- BO. Section 702.1 - Omit the second sentence and substitute therefore the following: No egress door shall be blocked by any chair, table, or other object at any time.
- BP. Section 702.2 - Omit this Section and substitute therefore the following: Arrangements of chairs or tables and chairs shall provide for ready access by aisle accessways and aisles to each egress door. The clear width of aisles shall not be blocked by chairs, tables or other objects.
- BQ. Section 702.3 - Locked Doors. Add the following after the word “Code”: “and is approved by the Code Official for security purposes.”
- BR. Add Section 702.5 – Arrangements as follows: Arrangements. Exits from dwelling units, rooming units, guest rooms, or dormitory units shall not lead through other such units or through toilet rooms or bathrooms.
- BS. Add Section 702.6 - Exit Signs as follows: Exit Signs. All means of egress shall be indicated with approved exit signs as required by the Building Code. All exit signs shall be maintained visible and illuminated at all times that the building is occupied.
- BT. Add Section 702.7 - Stairway Identifiable.
Stairway identifiable. A sign shall be provided at each floor landing in all interior stairways more than three stories above grade, designating the floor level above the floor of exit discharge.
- BU. Add Section 702.8 - Emergency escape. Emergency escape. Every sleeping room located below the third story in residential occupancies shall have at least one operable window or exterior door approved for emergency egress or rescue, or shall have access to not less than two approved independent exits, except for buildings equipped throughout with an automatic fire suppression system.
- BV. Section 703.4 - Opening Protectives. Add the following sentence at the end: Fire doors shall not be held open by door stops, wedges or other unapproved hold-open devices.
- BW. Section 704.5 - Fire Department Connection. Delete this Section.
- BX. Section 704.6 - Single and Multiple Station Smoke Alarms. Delete this Section and substitute therefor the following: Approved smoke alarms shall be installed and maintained in all structures except sheds with no electrical service and which are generally not occupied by persons.
- BY. Section 704.6.1 - Where Required. Delete this Section.
- BZ. Section 704.4.1.1- Group R-1. Delete this Section.
- CA. Section 704.6.1.2 - Group R-2, R-3, R-4 and I-1. Delete the words “Group R-2, R-3, R-4 and I-1” and substitute therefor the words “all buildings” and add the following at the end of this Section: “4. Hard-wired smoke alarms or smoke detectors may not be

replaced with battery operated smoke detectors or smoke alarms.”

CB. Section 704.3 - Fire extinguishers. Add as follows:

Fire extinguishers shall be maintained in operating condition and shall be visible with ready access thereto. Fire extinguishers shall display a certificate of inspection a licensed Illinois Fire Equipment Distributor bearing a date no more than one year old.

CC. Add Section 704.4 - System Certification as follows: Every fire alarm, smoke alarm, smoke detector, fire detector and fire suppression system shall be tested in the manner and frequency prescribed in the Fire Code. Every fire suppression system and every fire alarm system, smoke alarm, smoke detector and smoke detector system which is not able to be easily tested by the Code Official must be tested by a licensed Illinois Fire Equipment Distributor or a licensed Illinois Private Alarm Contractor as set forth in the Fire Code, but in no event less than on an annual basis. Any building owner or owner’s agent, shall produce a copy of the fire alarm, smoke alarm and fire suppression system certificate with a date not more than one year old upon demand by the Code Official.

CD. Section 705.1 - Carbon Monoxide Detectors. Add as follows: Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes.

CE. Add Section 706 - Hazardous Materials as follows: Combustible, flammable, explosive or other hazardous materials such as paints, volatile oils, and cleaning fluids or combustible trash such as wastepaper, boxes and rags shall not be accumulated or stored unless such storage complies with applicable requirements of the Fire Code.

SECTION 4: AMENDMENT “4-4-1: Adoption Of National Electrical Code” of the Morton Municipal Code is hereby *amended* as follows:

AM EN DM EN T

4-4-1: Adoption Of National Electrical Code

~~The 2014 National Electrical Code, and any subsequent editions or amendments thereto, copyrighted by the National Fire Protection Association, a copy of which is on file in the office of the Village Clerk, is hereby adopted for the purpose of establishing rules and regulations for the installation of all electrical wiring, installation of electrical fixtures, apparatus, or electrical appliances for furnishing light, heat, or power, or other electrical work introduced into or placed in or upon, or in any way connected to, any building or structure within the Village. The same is hereby incorporated as fully as if set out at length herein. All amendments and new or revised editions shall be effective sixty (60) days after the Village publishes a notice indicating that such amendments or new or revised editions have been placed on file at the office of the Village Clerk. Until such date, the prior editions~~

~~shall remain in effect. (Ord. 9037, 4-15-91; amd. Ord. 94-24, 11-21-94; amd. Ord. 08-26, 12-1-08; amd. Ord. 14-05, 5-19-14)~~

ADOPTION OF THE NATIONAL ELECTRICAL CODE, 2023 WITH AMENDMENTS. There is hereby adopted by the Village of Morton for the purpose of establishing rules and regulations for the utilization of materials, construction, installation and alteration of all electrical work placed in or utilized in connection with any building or structure within the Village of Morton, a certain electrical code known as the National Electrical Code of the National Fire Protection Association, particularly the 2023 Edition thereof, with specific additions, deletions, insertions, modifications and amendments as set forth in this Chapter and referred to as the National Electrical Code. The provisions of said Code are hereby adopted and incorporated as fully as if set out at length and the provisions thereof as added, deleted, inserted, modified and amended by this Chapter shall be controlling in regard to all buildings and structures within the corporate limits of the Village of Morton. Amendments to the National Electrical Code. The National Electrical Code, 2023, is amended as follows:

- A. Article 230.91 — Location of Overcurrent Protection. The service overcurrent device shall be connected by no more than 8 feet of raceway or service entrance cable from the meter device, in dwellings.
- B. Article 240.54 — Type "S" Fuses. Type "S" fuses and fuse holders for plug fuses are mandatory, unless circuit breaker type panels are installed.
- C. The use of #10 or smaller aluminum or copper-clad aluminum building wire shall be prohibited.

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

Trustee Blunier	_____
Trustee Hilliard	_____
Trustee Leitch	_____
Trustee Menold	_____
Trustee Cirilli	_____
Trustee Newman	_____
President Kaufman	_____

Presiding Officer

Jeffrey L. Kaufman, Village President,
Village of Morton

NAY	ABSENT	ABSTAIN
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attest

Sam Ritthaler, Village Clerk, Village
of Morton

Payee	Invoice GL Account Title	Invoice GL Account	Amount
EFTPS - ACH	FEDERAL INCOME TAX PAYABLE	111.00.2115.00	43,727.27
EFTPS - ACH	FEDERAL INCOME TAX PAYABLE	111.00.2115.00	43,727.27
ILLINOIS DEPT OF REVENUE	STATE INCOME TAX PAYABLE	111.00.2120.00	16,039.15
ILLINOIS DEPT OF REVENUE	STATE INCOME TAX PAYABLE	111.00.2120.00	16,039.15
IMRF	IMRF PAYABLE	111.00.2125.00	4,820.88
IMRF	IMRF PAYABLE	111.00.2125.00	3,728.16
IMRF	IMRF PAYABLE	111.00.2125.00	5,051.86
IMRF	IMRF PAYABLE	111.00.2125.00	3,906.77
IMRF	IMRF PAYABLE	111.00.2125.00	4,733.64
IMRF	IMRF PAYABLE	111.00.2125.00	4,820.88
IMRF	IMRF PAYABLE	111.00.2125.00	3,728.16
IMRF	IMRF PAYABLE	111.00.2125.00	5,051.86
IMRF	IMRF PAYABLE	111.00.2125.00	3,906.77
IMRF	IMRF PAYABLE	111.00.2125.00	4,733.64
IMRF	IMRF PAYABLE	111.00.2125.00	4,643.64
IMRF	IMRF PAYABLE	111.00.2125.00	4,429.92
IMRF	IMRF PAYABLE	111.00.2125.00	3,425.81
IMRF	IMRF PAYABLE	111.00.2125.00	4,824.68
IMRF	IMRF PAYABLE	111.00.2125.00	3,731.08
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	22,114.60
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	22,114.60
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	5,569.28
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	5,569.28
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	22,114.60
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	22,114.60
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	5,569.28
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	5,569.28
MISSIONSQUARE - 457	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	1,861.66
MISSIONSQUARE - 457	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	4,186.66
MISSIONSQUARE - 457	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	1,861.66
MISSIONSQUARE - 457	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	4,186.66
MISSIONSQUARE - IRA	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	1,950.83
MISSIONSQUARE - IRA	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	926.61
MISSIONSQUARE - IRA	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	1,950.83
MISSIONSQUARE - IRA	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	926.61
VILLAGE OF MORTON	POLICE PENSION RET PAYABLE	111.00.2145.00	9,281.42
VILLAGE OF MORTON	POLICE PENSION RET PAYABLE	111.00.2145.00	9,281.42
VILLAGE OF MORTON	FIRE PENSION RET PAYABLE	111.00.2146.00	2,701.13
VILLAGE OF MORTON	FIRE PENSION RET PAYABLE	111.00.2146.00	2,701.13
CEFCU	PAYROLL DEDUCTION - CEFCU	111.00.2150.10	135.00
CEFCU	PAYROLL DEDUCTION - CEFCU	111.00.2150.10	150.00
CEFCU	PAYROLL DEDUCTION - CEFCU	111.00.2150.10	135.00
CEFCU	PAYROLL DEDUCTION - CEFCU	111.00.2150.10	150.00
DAAB, MARY	PAYROLL DEDUCTION - GARNISHMEN	111.00.2150.20	441.42
DAAB, MARY	PAYROLL DEDUCTION - GARNISHMEN	111.00.2150.20	441.42
INTERNATIONAL ASSOCIATION	PAYROLL DEDUCTION - MISC	111.00.2150.50	747.47
INTERNATIONAL ASSOCIATION	PAYROLL DEDUCTION - MISC	111.00.2150.50	747.47
GUARDIAN	GROUP INSURANCE PAYABLE	111.00.2155.00	1,326.81
MCB HSA	SECTION 125 HSA	111.00.2170.00	41.66
MCB HSA	SECTION 125 HSA	111.00.2170.00	41.66
CRAWFORD, MICHELLE & JESSE	WATER SALES	215.00.3610.10	1,050.44
Total :			343,031.08

Payee	Invoice GL Account Title	Invoice GL Account	Amount
ADMINISTRATION			
GUARDIAN	MEDICAL CLAIMS	111.13.4510.00	425.94
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	111.13.4510.00	7,033.79
PHELPS	MAINTENANCE - BUILDINGS	111.13.5110.00	23.00
PHELPS	MAINTENANCE - BUILDINGS	111.13.5110.00	23.00
I3 BROADBAND	IT SERVICES	111.13.5360.00	141.09
FRONTIER	TELEPHONE	111.13.5520.00	55.19
SUNCENTRAL	UTILITIES	111.13.5710.00	229.13
CALPINE ENERGY SOLUTIONS	UTILITIES	111.13.5710.00	379.64
QUADIENT	RENTAL EXPENSE	111.13.5920.00	165.00
WATTS COPY SYSTEMS	RENTAL EXPENSE	111.13.5920.00	312.40
WATTS COPY SYSTEMS	RENTAL EXPENSE	111.13.5920.00	426.00
AG-LAND FS INC	GASOLINE	111.13.6520.00	20,619.77
NAAB, MARY F	MISCELLANEOUS EXPENSE	111.13.9195.00	122.36
Total ADMINISTRATION:			29,331.51

Payee	Invoice GL Account Title	Invoice GL Account	Amount
BUSINESS DISTRICT TAX			
WAYNE LITWILLER EXCAVATING INC	LAND	126.51.8100.00	<u>18,320.00</u>
Total BUSINESS DISTRICT TAX:			<u>18,320.00</u>

Payee	Invoice GL Account Title	Invoice GL Account	Amount
COMMUNITY DEVELOPMENT			
GUARDIAN	MEDICAL CLAIMS	111.14.4510.00	49.15
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	111.14.4510.00	811.59
MCGRATH LAW OFFICE PC	LEGAL SERVICES	111.14.5340.00	799.50
MCGRATH LAW OFFICE PC	LEGAL SERVICES	111.14.5340.00	3,587.50
MCGRATH LAW OFFICE PC	LEGAL SERVICES	111.14.5340.00	205.00
MCGRATH LAW OFFICE PC	LEGAL SERVICES	111.14.5340.00	154.00
I3 BROADBAND	IT SERVICES	111.14.5360.00	40.31
ESRI INC	OTHER PROFESSIONAL SERVICES	111.14.5390.00	1,450.00
STEVEN J SCHLAPPI	OTHER PROFESSIONAL SERVICES	111.14.5390.00	540.00
GLOBAL INDUSTRIAL	OPERATING SUPPLIES	111.14.6525.00	199.95
Total COMMUNITY DEVELOPMENT:			7,837.00

Payee	Invoice GL Account Title	Invoice GL Account	Amount
FIRE			
GUARDIAN	MEDICAL CLAIMS	111.21.4510.00	492.83
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	111.21.4510.00	8,138.45
AMAZON CAPITAL SERVICES	UNIFORMS	111.21.4720.00	428.37
ANDERSON, LOGAN	UNIFORMS	111.21.4720.00	32.20
MES SERVICE COMPANY LLC	UNIFORMS	111.21.4720.00	133.50
MES SERVICE COMPANY LLC	UNIFORMS	111.21.4720.00	241.93
RAY OHERRON CO INC	UNIFORMS	111.21.4720.00	243.87
SAM HARRIS UNIFORMS	UNIFORMS	111.21.4720.00	50.00
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	20.00
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	20.00
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	40.00
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	326.50
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	56.25
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	20.00
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	62.00
T-SHIRT HOUSE	UNIFORMS	111.21.4720.00	60.00
WITMER PUBLIC SAFETY	UNIFORMS	111.21.4720.00	68.53
AMAZON CAPITAL SERVICES	MAINTENANCE - BUILDINGS	111.21.5110.00	58.49-
AMAZON CAPITAL SERVICES	MAINTENANCE - BUILDINGS	111.21.5110.00	29.97
ANJ ELECTRIC INC	MAINTENANCE - BUILDINGS	111.21.5110.00	424.00
ENTEC SERVICES INC	MAINTENANCE - BUILDINGS	111.21.5110.00	425.18
GLOBAL INDUSTRIAL	MAINTENANCE - BUILDINGS	111.21.5110.00	456.64
NENA HARDWARE	MAINTENANCE - BUILDINGS	111.21.5110.00	25.50
NENA HARDWARE	MAINTENANCE - BUILDINGS	111.21.5110.00	26.99
SAUDER FURNITURE & DESIGN STUD	MAINTENANCE - BUILDINGS	111.21.5110.00	4,245.00
TERRYS WINDOW CLEANING	MAINTENANCE - BUILDINGS	111.21.5110.00	477.00
TERRYS WINDOW CLEANING	MAINTENANCE - BUILDINGS	111.21.5110.00	75.00
AIR ONE EQUIPMENT INC	MAINTENANCE - EQUIPMENT	111.21.5115.00	441.00
BANNER FIRE EQUIPMENT	MAINTENANCE - EQUIPMENT	111.21.5115.00	192.95
MORTON COLLISION REPAIR	MAINTENANCE - VEHICLES	111.21.5120.00	5,651.81
ALEXIS FIRE EQUIPMENT CO	MAINTENANCE - VEHICLES	111.21.5120.00	623.50
ALEXIS FIRE EQUIPMENT CO	MAINTENANCE - VEHICLES	111.21.5120.00	53.76
KNOX COMPANY	MAINTENANCE - VEHICLES	111.21.5120.00	2,123.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	111.21.5130.00	759.04
HEART TECHNOLOGIES	IT SERVICES	111.21.5360.00	2,448.00
HEART TECHNOLOGIES	IT SERVICES	111.21.5360.00	1,980.00
I3 BROADBAND	IT SERVICES	111.21.5360.00	151.17
FRONTIER	TELEPHONE	111.21.5520.00	497.34
ACTIVE911 INC	COMMUNICATION SERVICE	111.21.5560.00	765.00
RAGAN COMMUNICATIONS	COMMUNICATION SERVICE	111.21.5560.00	14.90
RAGAN COMMUNICATIONS	COMMUNICATION SERVICE	111.21.5560.00	14.90
AUSTIN, DANIEL G	TRAINING	111.21.5620.00	118.00
CITY OF PEORIA	TRAINING	111.21.5620.00	6,450.00
MCB VISA	TRAINING	111.21.5620.00	118.45
SUNCENTRAL	UTILITIES	111.21.5710.00	241.36
CALPINE ENERGY SOLUTIONS	UTILITIES	111.21.5710.00	2,898.16
AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES - BUILDIN	111.21.6110.00	639.02
ATLAS SUPPLY CO	MAINTENANCE SUPPLIES - BUILDIN	111.21.6110.00	90.33
AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	33.26
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	31.12
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	47.61
MCB VISA	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	32.00
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	533.84

Payee	Invoice GL Account Title	Invoice GL Account	Amount
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	2.29
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	2.13
TRUCK CENTERS INC	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	62.41
AIR ONE EQUIPMENT INC	MAINTENANCE SUPPLIES - EQUIPME	111.21.6120.00	11,520.00
AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES - EQUIPME	111.21.6120.00	287.24
BANNER FIRE EQUIPMENT	MAINTENANCE SUPPLIES - EQUIPME	111.21.6120.00	130.78
WITMER PUBLIC SAFETY	MAINTENANCE SUPPLIES - EQUIPME	111.21.6120.00	35.41
SEND IT SERVICES	OFFICE SUPPLIES	111.21.6515.00	9.97
MOBILE COMMUNICATIONS AMERICA	EQUIPMENT	111.21.8300.00	740.00
MOTOROLA SOLUTIONS-STARCOM	EQUIPMENT	111.21.8300.00	5,619.82
MOTOROLA SOLUTIONS-STARCOM	EQUIPMENT	111.21.8300.00	428.57
Total FIRE:			62,349.36

Payee	Invoice GL Account Title	Invoice GL Account	Amount
FOREIGN FIRE INS TAX			
GE MEDICAL SYSTEMS ULTRASOUND	OPERATING SUPPLIES	120.20.6525.00	2,247.50
MCB VISA	OPERATING SUPPLIES	120.20.6525.00	703.77
SAUDER FURNITURE & DESIGN STUD	OPERATING SUPPLIES	120.20.6525.00	1,599.00
WITMER PUBLIC SAFETY	OPERATING SUPPLIES	120.20.6525.00	2,675.02
Total FOREIGN FIRE INS TAX:			7,225.29

Payee	Invoice GL Account Title	Invoice GL Account	Amount
GAS			
GUARDIAN	MEDICAL CLAIMS	211.32.4510.00	1,240.95
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	211.32.4510.00	20,492.67
PHELPS	UNIFORMS	211.32.4720.00	26.84
PHELPS	UNIFORMS	211.32.4720.00	26.84
SCHMIDGALL, ERIC D	UNIFORMS	211.32.4720.00	250.00
COMMERCIAL IRRIGATION & TURF	MAINTENANCE - BUILDINGS	211.32.5110.00	368.19
PHELPS	MAINTENANCE - BUILDINGS	211.32.5110.00	8.25
PHELPS	MAINTENANCE - BUILDINGS	211.32.5110.00	8.25
VERMEER SALES & SERVICE	MAINTENANCE - EQUIPMENT	211.32.5115.00	2,546.35
DHAESE, LAURA J	MAINTENANCE - GROUNDS	211.32.5130.00	287.20
I3 BROADBAND	IT SERVICES	211.32.5360.00	120.94
IT360 INC	IT SERVICES	211.32.5360.00	180.00
ESRI INC	OTHER PROFESSIONAL SERVICES	211.32.5390.00	1,450.00
FRONTIER	TELEPHONE	211.32.5520.00	45.27
SEND IT SERVICES	POSTAGE	211.32.5530.00	189.36
IL PIPELINE SAFETY	TRAINING	211.32.5620.00	225.00
SUNCENTRAL	UTILITIES	211.32.5710.00	143.00
CALPINE ENERGY SOLUTIONS	UTILITIES	211.32.5710.00	34.29
CATERPILLAR FINANCIAL SERVICES	RENTAL EXPENSE	211.32.5920.00	346.68
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	211.32.6115.00	31.12
INTERSTATE BATTERY SYSTEMS	MAINTENANCE SUPPLIES - VEHICLE	211.32.6115.00	148.77
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	211.32.6115.00	47.61
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	211.32.6115.00	63.58
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	211.32.6115.00	56.21
CONTROL EQUIPMENT SALES INC	MAINTENANCE SUPPLIES - UTILITY	211.32.6140.00	337.64
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	211.32.6140.00	25.16
GROEBNER & ASSOCIATES INC	MAINT SUPPLIES - PIPE/METERS	211.32.6142.00	509.35
KOONS GAS MEASUREMENT	MAINT SUPPLIES - PIPE/METERS	211.32.6142.00	1,112.13
Total GAS:			30,321.65

Payee	Invoice GL Account Title	Invoice GL Account	Amount
MEMORIAL PLAZA/CHURCH SQUARE			
KREILING ROOFING CO INC	MAINTENANCE - GROUNDS	111.60.5130.00	68,539.00
SUNCENTRAL	UTILITIES	111.60.5710.00	89.45
CALPINE ENERGY SOLUTIONS	UTILITIES	111.60.5710.00	74.19
Total MEMORIAL PLAZA/CHURCH SQUARE:			68,702.64

Payee	Invoice GL Account Title	Invoice GL Account	Amount
PARAMEDIC			
GUARDIAN	MEDICAL CLAIMS	111.22.4510.00	1,933.09
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	111.22.4510.00	31,922.57
AMAZON CAPITAL SERVICES	UNIFORMS	111.22.4720.00	49.79
MES SERVICE COMPANY LLC	UNIFORMS	111.22.4720.00	73.50
MES SERVICE COMPANY LLC	UNIFORMS	111.22.4720.00	213.50
MES SERVICE COMPANY LLC	UNIFORMS	111.22.4720.00	163.50
MES SERVICE COMPANY LLC	UNIFORMS	111.22.4720.00	203.43
RAY OHERRON CO INC	UNIFORMS	111.22.4720.00	100.93
RAY OHERRON CO INC	UNIFORMS	111.22.4720.00	152.33
RAY OHERRON CO INC	UNIFORMS	111.22.4720.00	187.32
RAY OHERRON CO INC	UNIFORMS	111.22.4720.00	24.57
T-SHIRT HOUSE	UNIFORMS	111.22.4720.00	326.50
T-SHIRT HOUSE	UNIFORMS	111.22.4720.00	56.25
T-SHIRT HOUSE	UNIFORMS	111.22.4720.00	20.00
T-SHIRT HOUSE	UNIFORMS	111.22.4720.00	61.50
T-SHIRT HOUSE	UNIFORMS	111.22.4720.00	40.00
WITMER PUBLIC SAFETY	UNIFORMS	111.22.4720.00	73.64
GE MEDICAL SYSTEMS ULTRASOUND	MAINTENANCE - EQUIPMENT	111.22.5115.00	2,247.50
RAGAN COMMUNICATIONS	MAINTENANCE - EQUIPMENT	111.22.5115.00	267.17
STRYKER SALES LLC	MAINTENANCE - EQUIPMENT	111.22.5115.00	1,187.43
TRUCK CENTERS INC	MAINTENANCE - VEHICLES	111.22.5120.00	104.72
MCGRATH LAW OFFICE PC	LEGAL SERVICES	111.22.5340.00	20.50
I3 BROADBAND	IT SERVICES	111.22.5360.00	151.17
TRANSWORLD SYSTEMS INC	OTHER PROFESSIONAL SERVICES	111.22.5390.00	351.26
FRONTIER	TELEPHONE	111.22.5520.00	55.19
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	111.22.6115.00	31.12
FOSTER COACH SALES INC	MAINTENANCE SUPPLIES - VEHICLE	111.22.6115.00	99.40
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	111.22.6115.00	47.61
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	111.22.6115.00	52.04
TRUCK CENTERS INC	MAINTENANCE SUPPLIES - VEHICLE	111.22.6115.00	157.42
AIR ONE EQUIPMENT INC	MAINTENANCE SUPPLIES - EQUIPME	111.22.6120.00	6,380.00
BOUND TREE MEDICAL	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	660.92
BOUND TREE MEDICAL	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	1,089.99
BOUND TREE MEDICAL	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	1,055.83
BOUND TREE MEDICAL	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	273.08
BOUND TREE MEDICAL	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	1,875.84
OSF HEALTHCARE SYSTEM	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	33.38
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	595.84
LINDE GAS AND EQUIPMENT INC	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	551.21
LINDE GAS AND EQUIPMENT INC	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	469.44
LINDE GAS AND EQUIPMENT INC	MEDICAL SUPPLIES & DISPOSAL	111.22.6540.00	356.60
Total PARAMEDIC:			53,507.64

Payee	Invoice GL Account Title	Invoice GL Account	Amount
POLICE			
GUARDIAN	MEDICAL CLAIMS	111.23.4510.00	5,135.80
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	111.23.4510.00	84,811.23
GALLS LLC	UNIFORMS	111.23.4720.00	548.00-
GALLS LLC	UNIFORMS	111.23.4720.00	81.40
GALLS LLC	UNIFORMS	111.23.4720.00	28.28
GALLS LLC	UNIFORMS	111.23.4720.00	22.35
DHAESE, LAURA J	MAINTENANCE - GROUNDS	111.23.5130.00	143.60
RAGAN COMMUNICATIONS	MAINTENANCE - OTHER	111.23.5195.00	1,807.60
MCGRATH LAW OFFICE PC	LEGAL SERVICES	111.23.5340.00	2,747.00
I3 BROADBAND	IT SERVICES	111.23.5360.00	382.98
FRONTIER	TELEPHONE	111.23.5520.00	214.25
ILLINOIS ASSOCIATION	TRAINING	111.23.5620.00	415.00
MCB VISA	TRAINING	111.23.5620.00	166.26
UNIVERSITY OF ILLINOIS PAYMENT C	TRAINING	111.23.5620.00	8,177.00
UNIVERSITY OF ILLINOIS PAYMENT C	TRAINING	111.23.5620.00	464.00
CALPINE ENERGY SOLUTIONS	UTILITIES	111.23.5710.00	1,499.51
HARTFORD, THE	GENERAL INSURANCE	111.23.5910.00	635.58
WELLS FARGO FINANCIAL LEASING	RENTAL EXPENSE	111.23.5920.00	148.00
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	111.23.6115.00	31.11
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	111.23.6115.00	47.57
GALLS LLC	MAINTENANCE SUPPLIES - EQUIPME	111.23.6120.00	85.30
GALLS LLC	MAINTENANCE SUPPLIES - EQUIPME	111.23.6120.00	570.01
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	111.23.6120.00	7.73
JOES TOWING & RECOVERY	OPERATING SUPPLIES	111.23.6525.00	180.00
MIDWEST PUBLIC SAFETY LLC	VEHICLE	111.23.8400.00	2,256.00
Total POLICE:			109,509.56

Payee	Invoice GL Account Title	Invoice GL Account	Amount
PRESIDENT & TRUSTEES			
DISPLAY SALES	SPECIAL PROJECTS	111.11.9170.00	<u>485.00</u>
Total PRESIDENT & TRUSTEES:			<u>485.00</u>

Payee	Invoice GL Account Title	Invoice GL Account	Amount
PUBLIC WORKS			
GUARDIAN	MEDICAL CLAIMS	111.31.4510.00	297.61
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	111.31.4510.00	4,914.63
ARMSTRONG, NICHOLAS	UNIFORMS	111.31.4720.00	250.00
PHELPS	UNIFORMS	111.31.4720.00	17.80
PHELPS	UNIFORMS	111.31.4720.00	4.62
PHELPS	UNIFORMS	111.31.4720.00	17.80
PHELPS	UNIFORMS	111.31.4720.00	4.62
DHAESE, LAURA J	MAINTENANCE - GROUNDS	111.31.5130.00	574.40
HANSON PROFESSIONAL SVCS	ENGINEERING SERVICES	111.31.5330.00	8,146.57
I3 BROADBAND	IT SERVICES	111.31.5360.00	120.94
ESRI INC	OTHER PROFESSIONAL SERVICES	111.31.5390.00	1,450.00
NENA HARDWARE	MAINTENANCE SUPPLIES - BUILDIN	111.31.6110.00	1.61
NENA HARDWARE	MAINTENANCE SUPPLIES - GROUND	111.31.6135.00	33.29
GLOBAL INDUSTRIAL	OPERATING SUPPLIES	111.31.6525.00	199.94
GRAINGER	OPERATING SUPPLIES	111.31.6525.00	120.95
Total PUBLIC WORKS:			16,154.78

Payee	Invoice GL Account Title	Invoice GL Account	Amount
SOLID WASTE			
GUARDIAN	MEDICAL CLAIMS	115.70.4510.00	34.13
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	115.70.4510.00	563.60
			<hr/>
Total SOLID WASTE:			597.73
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Payee	Invoice GL Account Title	Invoice GL Account	Amount
STORMWATER			
GUARDIAN	MEDICAL CLAIMS	213.33.4510.00	324.91
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	213.33.4510.00	5,365.52
CADY OIL COMPANY	MAINTENANCE - EQUIPMENT	213.33.5115.00	43.00
AB HUNTER SEWER SERVICE	MAINTENANCE - OTHER	213.33.5195.00	490.00
DIRT WORKS EXCAVATING	MAINTENANCE - OTHER	213.33.5195.00	3,975.00
HUTCHISON ENGINEERING INC	ENGINEERING SERVICES	213.33.5330.00	1,308.30
I3 BROADBAND	IT SERVICES	213.33.5360.00	20.16
ESRI INC	OTHER PROFESSIONAL SERVICES	213.33.5390.00	1,450.00
ACCURATE LASER SYSTEMS	EQUIPMENT	213.33.8300.00	2,482.26
Total STORMWATER:			15,459.15

Payee	Invoice GL Account Title	Invoice GL Account	Amount
STREET			
GUARDIAN	MEDICAL CLAIMS	111.34.4510.00	1,103.06
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	111.34.4510.00	18,215.70
AUSTIN, DANIEL G	UNIFORMS	111.34.4720.00	213.49
CHRISTIAN, ZACHARY N	UNIFORMS	111.34.4720.00	215.00
PHELPS	UNIFORMS	111.34.4720.00	38.28
PHELPS	UNIFORMS	111.34.4720.00	38.28
STURHAHN, TRISTAN L	UNIFORMS	111.34.4720.00	250.00
PHELPS	MAINTENANCE - BUILDINGS	111.34.5110.00	12.00
PHELPS	MAINTENANCE - BUILDINGS	111.34.5110.00	31.50
SETHS SAW SERVICE LLC	MAINTENANCE - STREETS	111.34.5125.00	400.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	111.34.5130.00	697.49
LAWNS AND MORE LLC	MAINTENANCE - GROUNDS	111.34.5130.00	1,299.01
LAWNS AND MORE LLC	MAINTENANCE - GROUNDS	111.34.5130.00	3,035.56
LAWNS AND MORE LLC	MAINTENANCE - GROUNDS	111.34.5130.00	51.35
LAWNS AND MORE LLC	MAINTENANCE - GROUNDS	111.34.5130.00	51.35
LAWNS AND MORE LLC	MAINTENANCE - GROUNDS	111.34.5130.00	51.35
HUTCHISON ENGINEERING INC	ENGINEERING SERVICES	111.34.5330.00	3,924.90
I3 BROADBAND	IT SERVICES	111.34.5360.00	100.78
ESRI INC	OTHER PROFESSIONAL SERVICES	111.34.5390.00	1,450.00
FRONTIER	TELEPHONE	111.34.5520.00	22.64
ILLINOIS DEPT OF AGRICULTURE	TRAINING	111.34.5620.00	150.00
MCB VISA	TRAINING	111.34.5620.00	25.00
CALPINE ENERGY SOLUTIONS	UTILITIES	111.34.5710.00	500.42
AMEREN CILCO	STREET LIGHTING	111.34.5720.00	782.86
LASER ELECTRIC	STREET LIGHTING	111.34.5720.00	1,474.00
SUNCENTRAL	STREET LIGHTING	111.34.5720.00	40.90
CALPINE ENERGY SOLUTIONS	STREET LIGHTING	111.34.5720.00	6,088.28
AMERICAN RENTAL	RENTAL EXPENSE	111.34.5920.00	612.00
AMERICAN RENTAL	RENTAL EXPENSE	111.34.5920.00	472.50
CATERPILLAR FINANCIAL SERVICES	RENTAL EXPENSE	111.34.5920.00	346.68
CENTRAL ILLINOIS INSULATION	MAINTENANCE SUPPLIES - BUILDIN	111.34.6110.00	5,205.00
NENA HARDWARE	MAINTENANCE SUPPLIES - BUILDIN	111.34.6110.00	5.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	43.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	43.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	82.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	41.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	43.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	43.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	43.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	43.00
CADY OIL COMPANY	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	65.00
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	31.12
INTERSTATE BATTERY SYSTEMS	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	130.61
INTERSTATE BATTERY SYSTEMS	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	148.47
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	47.61
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	111.34.6115.00	2.99
ALTORFER INC	MAINTENANCE SUPPLIES - EQUIPME	111.34.6120.00	4,710.40
CADY OIL COMPANY	MAINTENANCE SUPPLIES - EQUIPME	111.34.6120.00	41.00
CROSS IMPLEMENT INC	MAINTENANCE SUPPLIES - EQUIPME	111.34.6120.00	93.62
INTERSTATE BATTERY SYSTEMS	MAINTENANCE SUPPLIES - EQUIPME	111.34.6120.00	244.95
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - EQUIPME	111.34.6120.00	200.20
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - EQUIPME	111.34.6120.00	104.14
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - EQUIPME	111.34.6120.00	19.07

Payee	Invoice GL Account Title	Invoice GL Account	Amount
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - STREET	111.34.6125.00	248.14
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - STREET	111.34.6125.00	138.92
SHERWIN INDUSTRIES	MAINTENANCE SUPPLIES - STREET	111.34.6125.00	10,514.09
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - SIDEWAL	111.34.6130.00	51.75
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - SIDEWAL	111.34.6130.00	26.18
NENA HARDWARE	MAINTENANCE SUPPLIES - SIDEWAL	111.34.6130.00	47.32
VCNA PRAIRIE LLC	MAINTENANCE SUPPLIES - SIDEWAL	111.34.6130.00	133.82
AG-LAND FS, INC - TREMONT	MAINTENANCE SUPPLIES - GROUND	111.34.6135.00	91.05
FOSTERS INC	MAINTENANCE SUPPLIES - GROUND	111.34.6135.00	159.56
NENA HARDWARE	MAINTENANCE SUPPLIES - GROUND	111.34.6135.00	22.49
NENA HARDWARE	MAINTENANCE SUPPLIES - GROUND	111.34.6135.00	62.07
NENA HARDWARE	MAINTENANCE SUPPLIES - GROUND	111.34.6135.00	23.39
GLOBAL INDUSTRIAL	OFFICE SUPPLIES	111.34.6515.00	17.55
GRAINGER	OPERATING SUPPLIES	111.34.6525.00	1,552.41
MATHIS-KELLEY CONSTRUCTION	OPERATING SUPPLIES	111.34.6525.00	3,190.00
NENA HARDWARE	OPERATING SUPPLIES	111.34.6525.00	31.18
NENA HARDWARE	OPERATING SUPPLIES	111.34.6525.00	23.01
NENA HARDWARE	OPERATING SUPPLIES	111.34.6525.00	17.99
NENA HARDWARE	OPERATING SUPPLIES	111.34.6525.00	8.63
NENA HARDWARE	OPERATING SUPPLIES	111.34.6525.00	42.82
SHERWIN INDUSTRIES	OPERATING SUPPLIES	111.34.6525.00	1,745.00
STURHAHN, TRISTAN L	OPERATING SUPPLIES	111.34.6525.00	5.80
KOENIG BODY & EQUIPMENT	SNOW REMOVAL	111.34.6530.00	309.13
MCB VISA	SNOW REMOVAL	111.34.6530.00	144.65
Total STREET:			71,731.51

Payee	Invoice GL Account Title	Invoice GL Account	Amount
TOURISM			
GUARDIAN	MEDICAL CLAIMS	124.15.4510.00	45.05
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	124.15.4510.00	743.95
SUNCENTRAL	UTILITIES	124.15.5710.00	74.36
CALPINE ENERGY SOLUTIONS	UTILITIES	124.15.5710.00	59.43
BETHEL LUTHERAN SCHOOL	GRANT PROGRAM	124.15.9135.10	1,000.00
MORTON GIRLS SOFTBALL ASSOC	GRANT PROGRAM	124.15.9135.10	12,000.00
MORTON HS BAND BOOSTERS	GRANT PROGRAM	124.15.9135.10	3,000.00
MORTON UNITED FC	GRANT PROGRAM	124.15.9135.10	5,000.00
MORTON YOUTH BASEBALL ASSOC	GRANT PROGRAM	124.15.9135.10	12,000.00
NATE HEINOLD LLC	GRANT PROGRAM	124.15.9135.10	14,000.00
PUMPKINLAND COMMUNITY EVENTS	GRANT PROGRAM	124.15.9135.10	1,250.00
SAINT JUDE RUNNERS ASSOCIATION	GRANT PROGRAM	124.15.9135.10	1,000.00
Total TOURISM:			50,172.79

Payee	Invoice GL Account Title	Invoice GL Account	Amount
WASTEWATER			
GUARDIAN	MEDICAL CLAIMS	215.35.4510.00	1,183.61
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	215.35.4510.00	19,545.81
GRAINGER	UNIFORMS	215.35.4720.00	372.00
MATHIS-KELLEY CONSTRUCTION	UNIFORMS	215.35.4720.00	33.25
PHELPS	UNIFORMS	215.35.4720.00	38.28
PHELPS	UNIFORMS	215.35.4720.00	38.28
WILSON, KEVIN P	UNIFORMS	215.35.4720.00	246.38
CRAWFORD & BRINKMAN BROS	MAINTENANCE - BUILDINGS	215.35.5110.00	280.00
CRAWFORD & BRINKMAN BROS	MAINTENANCE - BUILDINGS	215.35.5110.00	504.00
BEA OF ILLINOIS	MAINTENANCE - EQUIPMENT	215.35.5115.00	591.00
BEA OF ILLINOIS	MAINTENANCE - EQUIPMENT	215.35.5115.00	1,008.00
BEA OF ILLINOIS	MAINTENANCE - EQUIPMENT	215.35.5115.00	730.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	215.35.5130.00	1,364.21
HUTCHISON ENGINEERING INC	ENGINEERING SERVICES	215.35.5330.00	1,308.30
MCGRATH LAW OFFICE PC	LEGAL SERVICES	215.35.5340.00	2,685.50
I3 BROADBAND	IT SERVICES	215.35.5360.00	221.72
ESRI INC	OTHER PROFESSIONAL SERVICES	215.35.5390.00	1,450.00
PACE ANALYTICAL SERVICES	OTHER PROFESSIONAL SERVICES	215.35.5390.00	616.00
PACE ANALYTICAL SERVICES	OTHER PROFESSIONAL SERVICES	215.35.5390.00	295.00
PACE ANALYTICAL SERVICES	OTHER PROFESSIONAL SERVICES	215.35.5390.00	616.00
PACE ANALYTICAL SERVICES	OTHER PROFESSIONAL SERVICES	215.35.5390.00	438.00
WILSON, KEVIN P	OTHER PROFESSIONAL SERVICES	215.35.5390.00	61.35
XEROX BUSINESS SOLUTIONS	PRINTING	215.35.5550.00	263.28
SUNCENTRAL	UTILITIES	215.35.5710.00	322.66
CALPINE ENERGY SOLUTIONS	UTILITIES	215.35.5710.00	10,270.02
CATERPILLAR FINANCIAL SERVICES	RENTAL EXPENSE	215.35.5920.00	346.68
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	215.35.6115.00	31.12
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	215.35.6115.00	47.61
AG-LAND FS, INC - TREMONT	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	33.02
EJ EQUIPMENT INC	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	5,708.36
GRAINGER	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	77.94
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	7.19
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	9.05
AG-LAND FS, INC - TREMONT	MAINTENANCE SUPPLIES - UTILITY	215.35.6140.00	394.65
GRAINGER	MAINTENANCE SUPPLIES - UTILITY	215.35.6140.00	142.20
ILLINOIS OIL MARKETING	MAINTENANCE SUPPLIES - UTILITY	215.35.6140.00	24.14
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - UTILITY	215.35.6140.00	124.33
Total WASTEWATER:			51,428.94

Payee	Invoice GL Account Title	Invoice GL Account	Amount
WATER DISTRIBUTION			
GUARDIAN	MEDICAL CLAIMS	215.36.4510.00	634.81
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	215.36.4510.00	10,483.05
GIBBS, JOSHUA M	UNIFORMS	215.36.4720.00	199.33
PHELPS	UNIFORMS	215.36.4720.00	25.30
PHELPS	UNIFORMS	215.36.4720.00	25.30
SADNICK, RYAN A	UNIFORMS	215.36.4720.00	215.45
COMMERCIAL IRRIGATION & TURF	MAINTENANCE - BUILDINGS	215.36.5110.00	368.19
PHELPS	MAINTENANCE - BUILDINGS	215.36.5110.00	8.25
PHELPS	MAINTENANCE - BUILDINGS	215.36.5110.00	8.25
CORE & MAIN LP	MAINTENANCE - EQUIPMENT	215.36.5115.00	1,650.00
VERMEER SALES & SERVICE	MAINTENANCE - EQUIPMENT	215.36.5115.00	2,546.34
VCNA PRAIRIE LLC	MAINTENANCE - UTILITY SYSTEM	215.36.5135.00	661.82
VCNA PRAIRIE LLC	MAINTENANCE - UTILITY SYSTEM	215.36.5135.00	347.75
CRAWFORD, MURPHY & TILLY	ENGINEERING SERVICES	215.36.5330.00	1,880.00
I3 BROADBAND	IT SERVICES	215.36.5360.00	80.63
ESRI INC	OTHER PROFESSIONAL SERVICES	215.36.5390.00	1,450.00
FRONTIER	TELEPHONE	215.36.5520.00	45.28
MCB VISA	TRAINING	215.36.5620.00	132.72
SUNCENTRAL	UTILITIES	215.36.5710.00	143.00
CATERPILLAR FINANCIAL SERVICES	RENTAL EXPENSE	215.36.5920.00	346.68
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	215.36.6115.00	31.12
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	215.36.6115.00	47.61
PAFCO INC	MAINTENANCE SUPPLIES - VEHICLE	215.36.6115.00	1,309.45
AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	133.39
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	6.84
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	68.87
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	151.11
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	.89
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	30.58
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	3.20
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	56.66
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	80.91
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	78.42
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	353.97
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	82.77
RP LUMBER CO INC	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	95.93
SJ SMITH CO INC	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	21.84
SJ SMITH CO INC	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	24.18
TAZEWELL COUNTY ASPHALT	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	1,021.20
VCNA PRAIRIE LLC	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	500.00
VCNA PRAIRIE LLC	MAINTENANCE SUPPLIES - UTILITY	215.36.6140.00	347.75
CORE & MAIN LP	MAINT SUPPLIES - PIPE/METERS	215.36.6142.00	1,405.96
CORE & MAIN LP	MAINT SUPPLIES - PIPE/METERS	215.36.6142.00	117.98
CORE & MAIN LP	MAINT SUPPLIES - PIPE/METERS	215.36.6142.00	638.94
INDUSTRIAL SAFETY PRODUCTS	OPERATING SUPPLIES	215.36.6525.00	2,661.90
Total WATER DISTRIBUTION:			30,523.62

Payee	Invoice GL Account Title	Invoice GL Account	Amount
WATER TREATMENT			
GUARDIAN	MEDICAL CLAIMS	215.37.4510.00	750.85
BLUE CROSS BLUE SHIELD OF IL	MEDICAL CLAIMS	215.37.4510.00	12,399.30
GENSEAL, CHAD S	UNIFORMS	215.37.4720.00	129.25
GRIMMS INC	UNIFORMS	215.37.4720.00	142.26
PHELPS	UNIFORMS	215.37.4720.00	34.18
PHELPS	UNIFORMS	215.37.4720.00	34.18
REID, TRENT A	UNIFORMS	215.37.4720.00	250.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	215.37.5130.00	789.80
I3 BROADBAND	IT SERVICES	215.37.5360.00	141.09
ESRI INC	OTHER PROFESSIONAL SERVICES	215.37.5390.00	1,450.00
ALLEGRA	PRINTING	215.37.5550.00	49.00
SUNCENTRAL	UTILITIES	215.37.5710.00	5,383.39
CALPINE ENERGY SOLUTIONS	UTILITIES	215.37.5710.00	35,002.01
NENA HARDWARE	MAINTENANCE SUPPLIES - BUILDIN	215.37.6110.00	8.98
NENA HARDWARE	MAINTENANCE SUPPLIES - BUILDIN	215.37.6110.00	5.38
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	31.12
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	47.61
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	4.84
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	28.58
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	26.03
SAM LEMAN CDJR	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	141.90
GRAINGER	MAINTENANCE SUPPLIES - EQUIPME	215.37.6120.00	435.90
NAPA AUTO PARTS	MAINTENANCE SUPPLIES - EQUIPME	215.37.6120.00	4.40
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.37.6120.00	16.19
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.37.6120.00	71.99
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.37.6140.00	26.99
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.37.6140.00	62.99
NENA HARDWARE	MAINTENANCE SUPPLIES - UTILITY	215.37.6140.00	7.72
MIDWEST SALT	CHEMICALS	215.37.6510.00	2,983.40
MIDWEST SALT	CHEMICALS	215.37.6510.00	3,101.00
VIKING CHEMICAL COMPANY	CHEMICALS	215.37.6510.00	6,925.25
BLAIN'S FARM & FLEET	OPERATING SUPPLIES	215.37.6525.00	35.98
NENA HARDWARE	OPERATING SUPPLIES	215.37.6525.00	13.49
Total WATER TREATMENT:			69,663.25
Grand Totals:			1,036,352.50