

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, OCTOBER 5, 2020**  
**FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
  - A. Public Comments
  - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. Regular Meeting – September 21, 2020
    - 2. Closed Session – September 21, 2020
  - B. Approval of Bills.
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
  - A. Ordinance 21-23 Making Amendments to Chapter 8 of Title 3 of the Morton Municipal Code Regarding Catering Organizations
  - B. Ordinance 21-24 Making Amendments Regarding Rules and Regulations for the Use of Village Parking Lots and Outdoor Gathering Spaces to Title 8 of the Morton Municipal Code
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. Fall Hydrant Flushing.
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
  - A. Ordinance 21-21 Making Amendments Regarding Murals to Section 10-9-8 of the Morton Municipal Code.
  - B. Ordinance 21-22 Making Amendments to Title 10 of the Morton Municipal Code Regarding Esports Cafes
  - C. Zoning Amendment/Special Use Permit Petition No. 20-06 ZA
  - D. Resolution 12-21 Regarding Proposed Zoning Amendment on Tattoo Parlors in the B-2 General Business District
- XVII. VILLAGE TRUSTEES**
  - A. Trustee Blunier
  - B. Trustee Leitch
    - 1. Ordinance 21-20 Making Amendments Regarding Elected Official Compensation to Title 1 of the Morton Municipal Code
  - C. Trustee Leman
  - D. Trustee Menold
  - E. Trustee Newman
  - F. Trustee Parrott

**XVIII. CLOSED SESSIONS**

- A. Closed Session for the Purpose of Discussing Collective Negotiating Matters Between the Village and its Employees or Their Representatives, per 5 ILCS 120/2(c)(2).

**XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**

**XX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., SEPTEMBER 21, 2020**

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

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – Leigh Ann Brown from the Morton Chamber of Commerce and Economic Development Council gave a recap of the Pumpkin Festival and spoke about the Business Interruption Grants that the state has opened up – she noted that anyone wanting details on applying for these grants should contact the Chamber/EDC and they would be happy to help guide them through the process.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – September 8, 2020
- B. Approval of Bills

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

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

**VILLAGE ADMINISTRATOR**

Administrator Smick presented a Building Improvement Grant recommendation from the Business District Commission for Clayton Monfre with A Perfect Promotion, with a grant amount of \$9,780 towards a total project cost of \$19,560 for removing old siding, painting, and replacing siding and windows. Trustee Newman moved to approve. Motion was seconded by Trustee Leman and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

**CHIEF OF POLICE**

Chief Miller announced that the Police Department would be participating in Beards for Charity for the second year in a row. Last year over \$2,000 was donated to local charities and they look forward to doing that again this year.

## **CORPORATION COUNSEL**

Attorney McGrath presented Ordinance 21-19 - An Ordinance Making Amendments Regarding Rules and Regulations for the Use of Village Parking Lots and Outdoor Gathering Spaces to Title 8 of the Morton Municipal Code. He noted that it is a general extension of rules and regulations that apply to Memorial Plaza to other spaces in the Village that may in the future be reserved for private events or gatherings. Trustee Leitch moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

## **DIRECTOR OF PUBLIC WORKS**

DPW Loudermilk announced the Fall 2020 Yard Waste Disposal Program. It will be open from Saturday, October 24 through Sunday, December 6 from 8:00am to 5:00pm daily and will be closed on Thursday, November 26 and Friday, November 27 for Thanksgiving. The same rules and regulations as in the past will be in effect this year.

DPW Loudermilk then presented Resolution 10-21 - IDOT Resolution for Maintenance Under the Illinois Highway Code. He noted that is to authorize the use of MFT funds for the purchase of road salt. Trustee Parrott moved to approve. Motion was seconded by Trustee Menold and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

## **VILLAGE PRESIDENT**

President Kaufman presented Resolution 09-21 - Resolution Regarding Mural at 101 W. Jefferson St., Morton IL. He noted that this is for the 3 murals that were put up on the building at the corner of Main and Jefferson. Leigh Ann Brown gave some updates and history of how the murals came to be, and thanked several local businesses as well as the artist for helping to make the murals a reality. Trustee Newman moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

President Kaufman then Resolution 11-21 - Resolution Approving Intergovernmental Agreement with Morton Park District for the Transfer of 420 E. Washington St. He noted that this building was purchased by Ameren, then donated to the Village after they were finished using it for improvements. The Intergovernmental Agreement is for donating the site to the Park District, who will turn it into an approximately .75 acre park. Trustee Leitch moved to approve. Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

## **VILLAGE TRUSTEES**

Trustee Leitch presented a proposal for a Gas Service Fee rebate in December 2020. He presented the numbers that different types of gas customers would receive. There was considerable discussion concerning the Gas Fund, what would be a significant rebate, and other related items to the Gas Fund. The consensus of the Board was to not move forward with the rebate at this time.

Trustee Leitch then presented and moved to approve Ordinance 21-20 - An Ordinance Making Amendments Regarding Elected Official Compensation to Title 1 of the Morton Municipal Code with an amendment of \$10,000 replacing \$12,000 for Village President. Motion was seconded by Trustee Newman. There was considerable discussion around the Ordinance, during which Trustee Parrott made a motion to table the Ordinance, which was seconded by Trustee Blunier. The motion to table the Ordinance was approved with the following roll call vote:

Yes: Blunier, Leitch, Parrott, Kaufman – 4.  
No: Leman, Menold, Newman – 3.  
Absent: None.

Trustees Leman and Menold commended Leigh Ann Brown, her team, and all the volunteers for their hard work in making this year's Pumpkin Festival a success.

## **ADJOURNMENT TO EXECUTIVE SESSION**

With no action expected to be taken following the executive for the Purpose of Discussing Collective Negotiating Matters Between the Village and its Employees or Their Representatives, per 5 ILCS 120/2(c)(2). Trustee Menold moved to adjourn to Executive Session. Motion was seconded by Trustee Newman and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.  
No: None.  
Absent: None.

## **ADJOURNMENT**

Upon returning from Executive Session, the Clerk determined the same members present. With no further business to come before the Board, Trustee Newman moved to adjourn. Motion was seconded by Trustee Parrott and followed by a unanimous voice vote.

ATTEST:

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PRESIDENT

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VILLAGE CLERK

Payee	Invoice GL Account Title	Invoice GL Account	Amount
RITA PULLING	UTILITY CASH CLEARING	001.00.1109.00	325.92
VICKI ROGERS	UTILITY CASH CLEARING	001.00.1109.00	18.65
HEALTH ALLIANCE	ACCOUNTS RECEIVABLE - AMB/PARA	111.00.1215.10	294.58
MERIDIAN	ACCOUNTS RECEIVABLE - AMB/PARA	111.00.1215.10	386.84
KNAPP CONCRETE CONTRACTORS, I	OTHER RECEIVABLE	111.00.1265.00	227,260.53
EFTPS - ACH	FEDERAL INCOME TAX PAYABLE	111.00.2115.00	29,956.85
ILLINOIS DEPT OF REVENUE	STATE INCOME TAX PAYABLE	111.00.2120.00	9,472.71
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	492.58
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	3,205.56
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	4,902.74
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	10,742.45
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	2,250.01
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	4,930.00
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	3,100.11
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	4,761.54
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	10,433.02
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	2,248.30
IL MUNICIPAL RETIREMENT	IMRF PAYABLE	111.00.2125.00	4,926.35
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	13,171.88
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	13,160.32
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	3,080.52
EFTPS - ACH	FICA PAYABLE	111.00.2130.00	3,080.52
ICMA	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	2,760.24
ICMA	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	1,530.00
ICMA - ROTH	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	282.91
ICMA - ROTH	457 DEFERRED COMP RET PAYABLE	111.00.2135.00	455.00
VILLAGE OF MORTON	POLICE PENSION RET PAYABLE	111.00.2145.00	5,752.07
CEFCU	PAYROLL DEDUCTION - CEFCU	111.00.2150.10	545.35
CEFCU	PAYROLL DEDUCTION - CEFCU	111.00.2150.10	550.00
DAAB, MARY	PAYROLL DEDUCTION - GARNISHMEN	111.00.2150.20	369.68
INTERNATIONAL ASSOCIATION	PAYROLL DEDUCTION - MISC	111.00.2150.50	400.62
STATE DISBURSEMNT UNIT	PAYROLL DEDUCTION - MISC	111.00.2150.50	800.00
VISION SERVICE PLAN OF ILLINOIS	GROUP INSURANCE PAYABLE	111.00.2155.00	906.44
MCB HSA	SECTION 125 HSA	111.00.2170.00	591.66
ABRAHAM PEDIGO	CUSTOMER DEPOSITS	211.00.2530.00	102.48
ALEX CLAYTON	CUSTOMER DEPOSITS	211.00.2530.00	19.30
ANTHONY SEAMAN	CUSTOMER DEPOSITS	211.00.2530.00	86.61
ASHLEY & CORY YOST	CUSTOMER DEPOSITS	211.00.2530.00	84.33
CAITLIN CLEARY	CUSTOMER DEPOSITS	211.00.2530.00	21.11
CLAYTON TYLER WHITAKER	CUSTOMER DEPOSITS	211.00.2530.00	58.69
CORY BYRD	CUSTOMER DEPOSITS	211.00.2530.00	116.31
DARRICK & JULIANNE GRAHAM	CUSTOMER DEPOSITS	211.00.2530.00	8.61
RITA PULLING	CUSTOMER DEPOSITS	211.00.2530.00	100.00
SUSAN SCHMIDGALL	CUSTOMER DEPOSITS	211.00.2530.00	103.98
THE DOWNTOWN DINER	CUSTOMER DEPOSITS	211.00.2530.00	123.10
Total :			367,970.47

Payee	Invoice GL Account Title	Invoice GL Account	Amount
<b>BUSINESS DISTRICT TAX</b>			
FOSTER'S INC	STREET IMPROVEMENTS - MAJOR	126.51.8800.10	28.14
FOSTER'S INC	STREET IMPROVEMENTS - MAJOR	126.51.8800.10	5.04
FOSTER'S INC	STREET IMPROVEMENTS - MAJOR	126.51.8800.10	10.08
FOSTER'S INC	STREET IMPROVEMENTS - MAJOR	126.51.8800.10	15.32
FOSTER'S INC	STREET IMPROVEMENTS - MAJOR	126.51.8800.10	8.40
MOHR & KERR ENGINEERING	STREET IMPROVEMENTS - MAJOR	126.51.8800.10	64.24
MOHR & KERR ENGINEERING	STREET IMPROVEMENTS - MAJOR	126.51.8800.10	23.95
Total BUSINESS DISTRICT TAX:			155.17

Payee	Invoice GL Account Title	Invoice GL Account	Amount
<b>FIRE</b>			
UNITEDHEALTHCARE INSURANCE CO	MEDICAL CLAIMS	111.21.4510.00	2.21
UHS PREMIUM BILLING	MEDICAL CLAIMS	111.21.4510.00	44.79
UMR	MEDICAL CLAIMS	111.21.4510.00	358.81
MES - ILLINOIS	UNIFORMS	111.21.4720.00	360.00
MES - ILLINOIS	UNIFORMS	111.21.4720.00	6,018.00
TERRY'S WINDOW CLEANING	MAINTENANCE - BUILDINGS	111.21.5110.00	210.00
CHICAGO COMMUNICATIONS	MAINTENANCE - EQUIPMENT	111.21.5115.00	2,375.00
MCB CASH BACK VISA CARD	MAINTENANCE - EQUIPMENT	111.21.5115.00	2,262.30
MCB CASH BACK VISA CARD	MAINTENANCE - EQUIPMENT	111.21.5115.00	1,370.20
DHAESE, LAURA J	MAINTENANCE - GROUNDS	111.21.5130.00	154.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	111.21.5130.00	154.00
I3 BROADBAND	IT SERVICES	111.21.5360.00	45.38
CALPINE ENERGY SOLUTIONS	UTILITIES	111.21.5710.00	1,250.31
O'REILLY AUTO PARTS	MAINTENANCE SUPPLIES - VEHICLE	111.21.6115.00	26.58
ATLAS SUPPLY CO	OPERATING SUPPLIES	111.21.6525.00	203.96
ATLAS SUPPLY CO	OPERATING SUPPLIES	111.21.6525.00	183.93
ATLAS SUPPLY CO	OPERATING SUPPLIES	111.21.6525.00	83.99
BLAIN'S FARM & FLEET	OPERATING SUPPLIES	111.21.6525.00	56.89
Total FIRE:			<u>15,160.35</u>



Payee	Invoice GL Account Title	Invoice GL Account	Amount
<b>MEMORIAL PLAZA</b> NENA HARDWARE	MAINTENANCE SUPPLIES - GROUND	111.60.6135.00	5.00
Total MEMORIAL PLAZA:			5.00

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Payee	Invoice GL Account Title	Invoice GL Account	Amount
<b>PARAMEDIC</b>			
UNITEDHEALTHCARE INSURANCE CO	MEDICAL CLAIMS	111.22.4510.00	49.63
UHS PREMIUM BILLING	MEDICAL CLAIMS	111.22.4510.00	1,363.21
UMR	MEDICAL CLAIMS	111.22.4510.00	6,897.11
ALADTECH, INC	MAINTENANCE - EQUIPMENT	111.22.5115.00	1,545.00
I3 BROADBAND	IT SERVICES	111.22.5360.00	108.59
IMAGETREND INC	IT SERVICES	111.22.5360.00	750.00
IT360 INC.	IT SERVICES	111.22.5360.00	1,713.00
BENEFIT PLANNING CONSULTANTS	OTHER PROFESSIONAL SERVICES	111.22.5390.00	69.46
FRONTIER	TELEPHONE	111.22.5520.00	128.23
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	111.22.6115.00	33.69
SUMMIT MOTOR PRODUCTS	MAINTENANCE SUPPLIES - VEHICLE	111.22.6115.00	86.72
BOUND TREE MEDICAL	MAINTENANCE SUPPLIES - EQUIPME	111.22.6120.00	261.70
BOUND TREE MEDICAL	MAINTENANCE SUPPLIES - EQUIPME	111.22.6120.00	65.00
BOUND TREE MEDICAL	MAINTENANCE SUPPLIES - EQUIPME	111.22.6120.00	345.48
MES - ILLINOIS	MAINTENANCE SUPPLIES - EQUIPME	111.22.6120.00	981.00
STRYKER SALES CORP	EQUIPMENT	111.22.8300.00	64,688.37
CHOICE1	MISCELLANEOUS EXPENSE	111.22.9195.00	174.65
Total PARAMEDIC:			<u>79,260.84</u>

<u>Payee</u>	<u>Invoice GL Account Title</u>	<u>Invoice GL Account</u>	<u>Amount</u>
<b>PRESIDENT &amp; TRUSTEES</b>			
MCB CASH BACK VISA CARD	OFFICE SUPPLIES	111.11.6515.00	<u>552.37</u>
Total PRESIDENT & TRUSTEES:			<u>552.37</u>

Payee	Invoice GL Account Title	Invoice GL Account	Amount
<b>STORMWATER</b>			
UNITEDHEALTHCARE INSURANCE CO	MEDICAL CLAIMS	213.33.4510.00	7.09
UHS PREMIUM BILLING	MEDICAL CLAIMS	213.33.4510.00	278.19
UMR	MEDICAL CLAIMS	213.33.4510.00	1,235.90
BEER BROS CONCRETE CUTTING & CORE & MAIN LP	MAINTENANCE - UTILITY SYSTEM	213.33.5135.00	400.00
I3 BROADBAND	MAINTENANCE - UTILITY SYSTEM	213.33.5135.00	643.32
IT360 INC.	IT SERVICES	213.33.5360.00	6.45
BENEFIT PLANNING CONSULTANTS	IT SERVICES	213.33.5360.00	84.00
USPS - HASLER	OTHER PROFESSIONAL SERVICES	213.33.5390.00	12.35
CDS OFFICE TECHNOLOGIES	POSTAGE	213.33.5530.00	100.00
DE LAGE LANDEN FINANCIAL SERVIC	RENTAL EXPENSE	213.33.5920.00	33.64
MCB CASH BACK VISA CARD	RENTAL EXPENSE	213.33.5920.00	46.25
FOSTER'S INC	OPERATING SUPPLIES	213.33.6525.00	43.03
FOSTER'S INC	SPECIAL CAPITAL PROJECTS	213.33.8700.00	80.39
FOSTER'S INC	SPECIAL CAPITAL PROJECTS	213.33.8700.00	14.40
FOSTER'S INC	SPECIAL CAPITAL PROJECTS	213.33.8700.00	28.80
FOSTER'S INC	SPECIAL CAPITAL PROJECTS	213.33.8700.00	43.75
FOSTER'S INC	SPECIAL CAPITAL PROJECTS	213.33.8700.00	24.00
KNAPP CONCRETE CONTRACTORS, I	SPECIAL CAPITAL PROJECTS	213.33.8700.00	39,095.97
MOHR & KERR ENGINEERING	SPECIAL CAPITAL PROJECTS	213.33.8700.00	183.55
MOHR & KERR ENGINEERING	SPECIAL CAPITAL PROJECTS	213.33.8700.00	68.44
MOHR & KERR ENGINEERING	SPECIAL CAPITAL PROJECTS	213.33.8700.00	2,710.02
MOHR & KERR ENGINEERING	SPECIAL CAPITAL PROJECTS	213.33.8700.00	899.76
KEACH ARCHITECTURAL DESIGN	IMPROVEMENTS OTHER THAN BUILD	213.33.8900.00	1,086.25
Total STORMWATER:			<u>47,125.55</u>

Payee	Invoice GL Account Title	Invoice GL Account	Amount
FOSTER'S INC	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	159.70
FOSTER'S INC	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	87.60
HANSON PROFESSIONAL SVCS	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	20,048.34
KNAPP CONCRETE CONTRACTORS, I	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	76,562.94
MOHR & KERR ENGINEERING	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	669.96
MOHR & KERR ENGINEERING	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	249.79
MOHR & KERR ENGINEERING	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	5,307.12
MOHR & KERR ENGINEERING	STREET IMPROVEMENTS - MAJOR	111.34.8800.10	3,341.98
Total STREET:			159,145.18

Payee	Invoice GL Account Title	Invoice GL Account	Amount
<b>WASTEWATER</b>			
UNITEDHEALTHCARE INSURANCE CO	MEDICAL CLAIMS	215.35.4510.00	25.20
UHS PREMIUM BILLING	MEDICAL CLAIMS	215.35.4510.00	853.72
UMR	MEDICAL CLAIMS	215.35.4510.00	4,600.29
PHELPS	UNIFORMS	215.35.4720.00	35.00
PHELPS	UNIFORMS	215.35.4720.00	35.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	215.35.5130.00	333.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	215.35.5130.00	333.00
I3 BROADBAND	IT SERVICES	215.35.5360.00	78.85
IT360 INC.	IT SERVICES	215.35.5360.00	1,317.00
A TO Z MESSAGING	OTHER PROFESSIONAL SERVICES	215.35.5390.00	30.00
BENEFIT PLANNING CONSULTANTS	OTHER PROFESSIONAL SERVICES	215.35.5390.00	12.35
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	36.77
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	34.30
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	51.54
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	407.24
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	208.00
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	34.30
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	407.24
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.35.5390.00	46.50
USPS - HASLER	POSTAGE	215.35.5530.00	100.00
AMEREN CILCO	UTILITIES	215.35.5710.00	2,786.03
CALPINE ENERGY SOLUTIONS	UTILITIES	215.35.5710.00	8,940.71
CATERPILLAR FINANCIAL SERVICES	RENTAL EXPENSE	215.35.5920.00	247.95
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - BUILDIN	215.35.6110.00	20.25
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - BUILDIN	215.35.6110.00	321.36
MATHIS-KELLEY CONSTRUCTION	MAINTENANCE SUPPLIES - BUILDIN	215.35.6110.00	75.01
BLAIN'S FARM & FLEET	MAINTENANCE SUPPLIES - VEHICLE	215.35.6115.00	64.96
INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES - VEHICLE	215.35.6115.00	134.37
SUMMIT MOTOR PRODUCTS	MAINTENANCE SUPPLIES - VEHICLE	215.35.6115.00	86.72
ILLINOIS OIL MARKETING	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	363.38
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	39.93
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	7.62
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	73.98
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	17.99
W W GRAINGER	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	47.81
MCB CASH BACK VISA CARD	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	30.18
MCB CASH BACK VISA CARD	MAINTENANCE SUPPLIES - EQUIPME	215.35.6120.00	129.00
USA BLUE BOOK	OFFICE SUPPLIES	215.35.6515.00	17.49
NENA HARDWARE	OPERATING SUPPLIES	215.35.6525.00	27.68
NENA HARDWARE	OPERATING SUPPLIES	215.35.6525.00	7.72
NENA HARDWARE	OPERATING SUPPLIES	215.35.6525.00	49.98
NENA HARDWARE	OPERATING SUPPLIES	215.35.6525.00	50.31
NENA HARDWARE	OPERATING SUPPLIES	215.35.6525.00	27.13
NENA HARDWARE	OPERATING SUPPLIES	215.35.6525.00	60.63
NENA HARDWARE	OPERATING SUPPLIES	215.35.6525.00	11.94
KNAPP CONCRETE CONTRACTORS, I	DISTRIBUTION & COLLECTION SYST	215.35.8500.00	47,240.96
MOHR & KERR ENGINEERING	DISTRIBUTION & COLLECTION SYST	215.35.8500.00	3,274.61
MOHR & KERR ENGINEERING	DISTRIBUTION & COLLECTION SYST	215.35.8500.00	899.76
KEACH ARCHITECTURAL DESIGN	IMPROVEMENTS OTHER THAN BUILD	215.35.8900.00	362.08
Total WASTEWATER:			74,396.84

Payee	Invoice GL Account Title	Invoice GL Account	Amount
<b>WATER TREATMENT</b>			
UNITEDHEALTHCARE INSURANCE CO	MEDICAL CLAIMS	215.37.4510.00	15.23
UHS PREMIUM BILLING	MEDICAL CLAIMS	215.37.4510.00	508.44
UMR	MEDICAL CLAIMS	215.37.4510.00	2,418.64
PHELPS	UNIFORMS	215.37.4720.00	34.58
PHELPS	UNIFORMS	215.37.4720.00	34.58
ALTORFER INC	MAINTENANCE - EQUIPMENT	215.37.5115.00	10,679.00
ALTORFER INC	MAINTENANCE - EQUIPMENT	215.37.5115.00	1,235.30
DHAESE, LAURA J	MAINTENANCE - GROUNDS	215.37.5130.00	188.00
DHAESE, LAURA J	MAINTENANCE - GROUNDS	215.37.5130.00	188.00
SERVICE 1ST LAWN CARE	MAINTENANCE - GROUNDS	215.37.5130.00	516.00
I3 BROADBAND	IT SERVICES	215.37.5360.00	90.38
IT360 INC.	IT SERVICES	215.37.5360.00	792.00
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.37.5390.00	20.00
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.37.5390.00	20.00
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.37.5390.00	80.00
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.37.5390.00	140.00
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.37.5390.00	140.00
MCB CASH BACK VISA CARD	OTHER PROFESSIONAL SERVICES	215.37.5390.00	54.00
FRONTIER	TELEPHONE	215.37.5520.00	72.19
USPS - HASLER	POSTAGE	215.37.5530.00	100.00
CALPINE ENERGY SOLUTIONS	UTILITIES	215.37.5710.00	9,961.48
NENA HARDWARE	MAINTENANCE SUPPLIES - BUILDIN	215.37.6110.00	8.98
NENA HARDWARE	MAINTENANCE SUPPLIES - BUILDIN	215.37.6110.00	8.09
CERTIFIED LABORATORIES	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	33.69
KIMBALL MIDWEST	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	39.94
NAPA AUTO PARTS - MORTON	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	12.25
NAPA AUTO PARTS - MORTON	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	10.35
SUMMIT MOTOR PRODUCTS	MAINTENANCE SUPPLIES - VEHICLE	215.37.6115.00	86.71
CONNOR CO	MAINTENANCE SUPPLIES - EQUIPME	215.37.6120.00	215.05
NENA HARDWARE	MAINTENANCE SUPPLIES - EQUIPME	215.37.6120.00	8.99
SUPERIOR POOL PRODUCTS LLC	MAINTENANCE SUPPLIES - UTILITY	215.37.6140.00	107.70
GUNTHER SALT COMPANY	CHEMICALS	215.37.6510.00	2,809.80
GUNTHER SALT COMPANY	CHEMICALS	215.37.6510.00	2,736.21
VIKING CHEMICAL COMPANY	CHEMICALS	215.37.6510.00	1,432.81
BLAIN'S FARM & FLEET	OPERATING SUPPLIES	215.37.6525.00	17.99
USA BLUE BOOK	OPERATING SUPPLIES	215.37.6525.00	4,881.06
KEACH ARCHITECTURAL DESIGN	IMPROVEMENTS OTHER THAN BUILD	215.37.8900.00	362.09
Total WATER TREATMENT:			40,059.53
Grand Totals:			1,137,661.06

**ORDINANCE NO. 21-23**

**AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 8 OF TITLE 3 OF THE MORTON MUNICIPAL CODE REGARDING CATERING ORGANIZATIONS**

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

**WHEREAS**, the Village of Morton has determined the necessity of the creation of a new category of liquor license permitting catering organizations to serve liquor at public and private events;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, that Chapter 8 of Title 3 of the Morton Municipal Code is hereby amended by adding the following text in underline font, and removing text in strikethrough font:

**CHAPTER 8  
LIQUOR**

....

**Section 3-8-1: DEFINITIONS:** Unless the context otherwise provides, words and phrases used in this Chapter shall be construed according to the definitions set forth herein.

....

**CATERING ORGANIZATION:** Means a person or organization who serves alcoholic liquor for consumption at public or private events as an incidental part of food service, or solely for the purpose of serving alcohol for consumption at the event, such as a mobile bar.

....

**PRIVATE EVENT:** Means a pre-arranged party, function, or event for a specific social or business occasion, either by invitation or reservation, and not open to the general public, where the guests in attendance are served in an area designated and used exclusively for the private party, function, or event for the duration of that party, function, or event.



PUBLIC EVENT:

Means a pre-arranged function or event for a specific social, business, sporting, entertainment, or similar occasion which is open to the public, either with or without admission charge including activities such as concerts, exhibitions, receptions, plays, or festivals.

....

**Section 3-8-3: TYPES OF LICENSES:**

- (A) Classification: There shall be the following classes of licenses to sell alcoholic liquor at retail, subject to the fees indicated:

....

15. Class J-1: A Class J-1 liquor license may be issued by the local liquor control commissioner. It shall authorize the sale at retail of alcoholic liquors by a catering organization pursuant to a contract or agreement to provide such services at one or more public or private events during the course of a calendar year, subject to the following:

- (a) One or more employees of the license holder shall at all times be present and capable of observing any part of the premises where alcoholic liquor is being sold or consumed.
- (b) The licensee shall carry adequate liquor liability insurance. The insurance must include the Village of Morton as an additional insured if the licensee seeks to sell alcoholic liquor at a public or private event held in a building or on a property owned by the Village. Proof of liquor liability insurance shall be provided to the Village before the event occurs.
- (c) The licensee shall obtain from the Illinois Liquor Control Commission a state issued caterer retailer license and shall provide proof of said license to the Village before the event occurs.
- (d) The licensee shall have a written agreement with the person or entity sponsoring the public or private event, specifying the time and date for the planned function, and acknowledging both the licensee's and sponsor's obligation to abide by the codes of the Village of Morton and the laws of the State of Illinois concerning the sale and consumption of alcoholic beverages. Such written agreement shall be filed with the Village of Morton at least 14 days before the scheduled public or private event.
- (e) The licensee shall implement measures to ensure that minors are not served alcoholic liquor and do not consume alcoholic liquor at the public or private event.

- (f) The area in which the licensee is to serve alcoholic liquor at the public or private event must be enclosed by a perimeter or other form of enclosure if the event is to be held wholly or partially outdoors. The area must be inspected by the Chief of Police or their designee before the event begins for compliance with the requirements herein set forth for Class J-1 licensees. Any outdoor event shall be located wholly on private property and not on any street, alley, municipal parking lot, or public park.
  - (g) The annual fee for a Class J-1 license shall be two hundred dollars (\$200.00), which shall be in addition to any other fees required by license holders pursuant to this Chapter.
  - (h) A Class J-1 license may be revoked or suspended, or the license holder fined by the local liquor commissioner if an event catered by a Class J-1 licensee violates Village of Morton ordinances or causes a disturbance that requires law enforcement intervention.
16. Class J-2: A Class J-2 liquor license may be issued by the local liquor control commissioner. It shall authorize the sale at retail of alcoholic liquors by a catering organization pursuant to a contract or agreement to provide such services at one (1) public or private event, subject to the following:
- (a) One or more employees of the license holder shall at all times be present and capable of observing any part of the premises where alcoholic liquor is being sold or consumed.
  - (b) The licensee shall carry adequate liquor liability insurance. The insurance must include the Village of Morton as an additional insured if the licensee seeks to sell alcoholic liquor at a public or private event held in a building or on a property owned by the Village. Proof of liquor liability insurance shall be provided to the Village before the event occurs.
  - (c) The licensee shall obtain from the Illinois Liquor Control Commission a state issued caterer retailer license and shall provide proof of said license to the Village before the event occurs.
  - (d) The licensee shall have a written agreement with the person or entity sponsoring the public or private event, specifying the time and date for the planned function, and acknowledging both the licensee's and sponsor's obligation to abide by the codes of the Village of Morton and the laws of the State of Illinois concerning the sale and consumption of alcoholic beverages. Such written agreement shall be filed with the Village of Morton at least 14 days before the scheduled public or private event.

- (e) The licensee shall implement measures to ensure that minors are not served alcoholic liquor and do not consume alcoholic liquor at the public or private event.
- (f) The area in which the licensee is to serve alcoholic liquor at the public or private event must be enclosed by a perimeter or other form of enclosure if the event is to be held wholly or partially outdoors. The area must be inspected by the Chief of Police or their designee before the event begins for compliance with the requirements herein set forth for Class J-1 licensees. Any outdoor event shall be located wholly on private property and not on any street, alley, municipal parking lot, or public park.
- (g) The fee for a Class J-2 license shall be fifty dollars (\$50.00) per public or private event, which shall be in addition to any other fees required by license holders pursuant to this Chapter.
- (h) A Class J-2 license may be revoked or suspended, or the license holder fined by the local liquor commissioner if an event catered by a Class J-2 licensee violates Village of Morton ordinances or causes a disturbance that requires law enforcement intervention.
- (i) Each class J-2 license issued shall set forth the number of days and the public or private event for which it is granted, except that it may not exceed one public or private event and it may not exceed seven (7) days.
- (j) Each such license issued shall set forth the permitted location for the public or private event and shall set forth the permitted hours of operation, which in no event shall be later than 10:00 P.M. if the public or private event is outdoors, or 12:00 midnight, if indoors.

....

**Section 3-8-4: HOURS OF SALE:**

- (A) A person who has been granted a license pursuant to this Chapter shall not permit to be consumed or sold, as same as may apply to the particular license granted, any alcoholic liquors, beer or wine except as follows:

....

Class J Holder: On Monday through Sunday from 12:00 P.M. to 10:00 P.M., if the public or private event is held outdoors, and from 12:00 P.M. to 12:00 A.M. if the public or private event is held indoors.

....

- (B) On January 1 of each year, holders of Class A-2, Class A-3, Class B-2. Class B-3, Class C, Class J-1, and Class J-2 licenses may extend their hours of sale to 2:00 A.M. This extension

is allowed provided that no additional patrons may be admitted after regular closing hours, and there shall be no advertising or invitation to the public that the premises are open after the regular closing hours; and, in the event of any disturbance of the peace within the licensed premises, the premises shall close on order of the police at any time after regular closing hours; and the extension of the New Year's Eve closing hour shall not further apply; and all patrons shall, on such order of the police, immediately leave the licensed premises.

**Section 3-8-6:           LIMITATION ON NUMBER:** In order that the health, safety, and welfare of the people of the Village be protected, and in order that minors shall be prevented from the purchase of alcoholic liquors, and in order that temperance in the consumption of liquors be fostered and promoted, there shall be a limit upon the number of liquor licenses issued and in effect, which is as follows:

Class A-1	Zero (0)
Class A-2	Four (4)
Class A-3	Zero (0)
Class A-4	Zero (0)
Class B-1	Three (3)
Class B-2	Eleven (11)
Class B-3	Four (4)
Class C	One (1)
Class D	Two (2)
Class E	Eight (8)
Class F	No Specific Limit
Class G	Zero (0)
Class H	No Specific Limit
Class I	Zero (0)
<u>Class J-1</u>	<u>Zero (0)</u>
<u>Class J-2</u>	<u>One (1)</u>

**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.

**BE IT FURTHER ORDAINED** that if any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect 10 days after publication thereof as provided by law.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton this \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**ORDINANCE NO. 21-24**

**AN ORDINANCE MAKING AMENDMENTS REGARDING RULES AND REGULATIONS FOR THE USE OF VILLAGE PARKING LOTS AND OUTDOOR GATHERING SPACES TO TITLE 8 OF THE MORTON MUNICIPAL CODE**

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

**WHEREAS**, the Board of Trustees desires to revise its rules for the use of parking lots and outdoor gathering spaces owned by the Village of Morton.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, TAZEWELL COUNTY, ILLINOIS, THAT CHAPTER 17 OF TITLE 8 OF THE MORTON MUNICIPAL CODE IS AMENDED AS FOLLOWS:**

1. Section 8-17-3(A) of the Morton Municipal Code is hereby amended as follows, with additions shown in bold and underlined font and deletions shown in strikethrough font:

**8-17-3 – PERMIT**

(A) No person shall conduct, operate, present or manage any of the following activities in any Village parking lot or outdoor gathering space unless a permit is obtained from the Village of Morton prior to the start of the activity:

(1) Any parade, march, rally, speech or public meeting;

(2) Any contest, show, exhibit, public entertainment, dramatic performance, play, act, motion picture, dramatic reading, storytelling, poetry reading, bazaar, amusement contraptions, sporting event, ceremony or other event at which more than twelve (12) persons may be reasonably expected to be in attendance.

(3) Any use of the by a certain person or group or group of persons to the exclusion of others.

**(4) Any event which will include sales or solicitation**

2. Section 8-17-5 of the Morton Municipal Code is hereby amended as follows, with additions shown in bold and underlined font and deletions shown in strikethrough font:

#### **8-17-5 – CERTIFICATE OF INSURANCE**

As a condition for obtaining a permit, person, persons, organization or organizations to whom the permit is issued must provide a Certificate of Insurance for general liability insurance coverage with a company and in an amount ~~acceptable to the Village of Morton~~ **of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) dollars in aggregate,** naming the Village of Morton, its Board members, Officers, Agents, Employees and assigns as additional insureds. The Village Administrator, or her designee, at her full and absolute discretion may waive the requirements of this Section when in light of the facts and circumstances of the event for which a permit is requested the Village Administrator determines the requirements of this Section would pose an undue burden on the applicant or may require, in lieu of a certificate of insurance, a waiver of liability be executed by the applicant as a condition of the award of a permit.

3. Section 8-17-8 of the Morton Municipal Code is hereby amended as follows, with additions shown in bold and underlined font:

#### **8-17-8 – PROHIBITED ACTIVITIES**

The following activities are prohibited at any time in any Village owned outdoor public gathering space:

- (1) Smoking or the use of smokeless tobacco products
- (2) Consumption, possession or sale of alcoholic beverages
- (3) Any use which is a violation of any Village Ordinance, State Statute or Federal Law
- (4) Possession of any firearm
- (5) Possession of any glass bottle
- (6) Removing or damaging any Village owned property or equipment

- (7) Use of skateboards, bicycles, or scooters
- (8) Operation of any motor vehicle of any kind within the Village owned outdoor public gathering space
- (9) Climbing on any fixtures or property other than playground equipment.
- (10) Open burning
- (11) Sales or solicitation, **unless sales or solicitation is specifically permitted under the terms of a permit issued pursuant to §8-17-3 of the Morton Municipal Code and such individual or entity engaging in sales or solicitation holds a valid itinerant merchants license, peddlers license or solicitors license issued under Chapter 9 of Title 3 of the Morton Municipal Code.**

**BE IT FURTHER ORDAINED** that this ordinance shall be in full force and effect ten (10) days after 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 \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

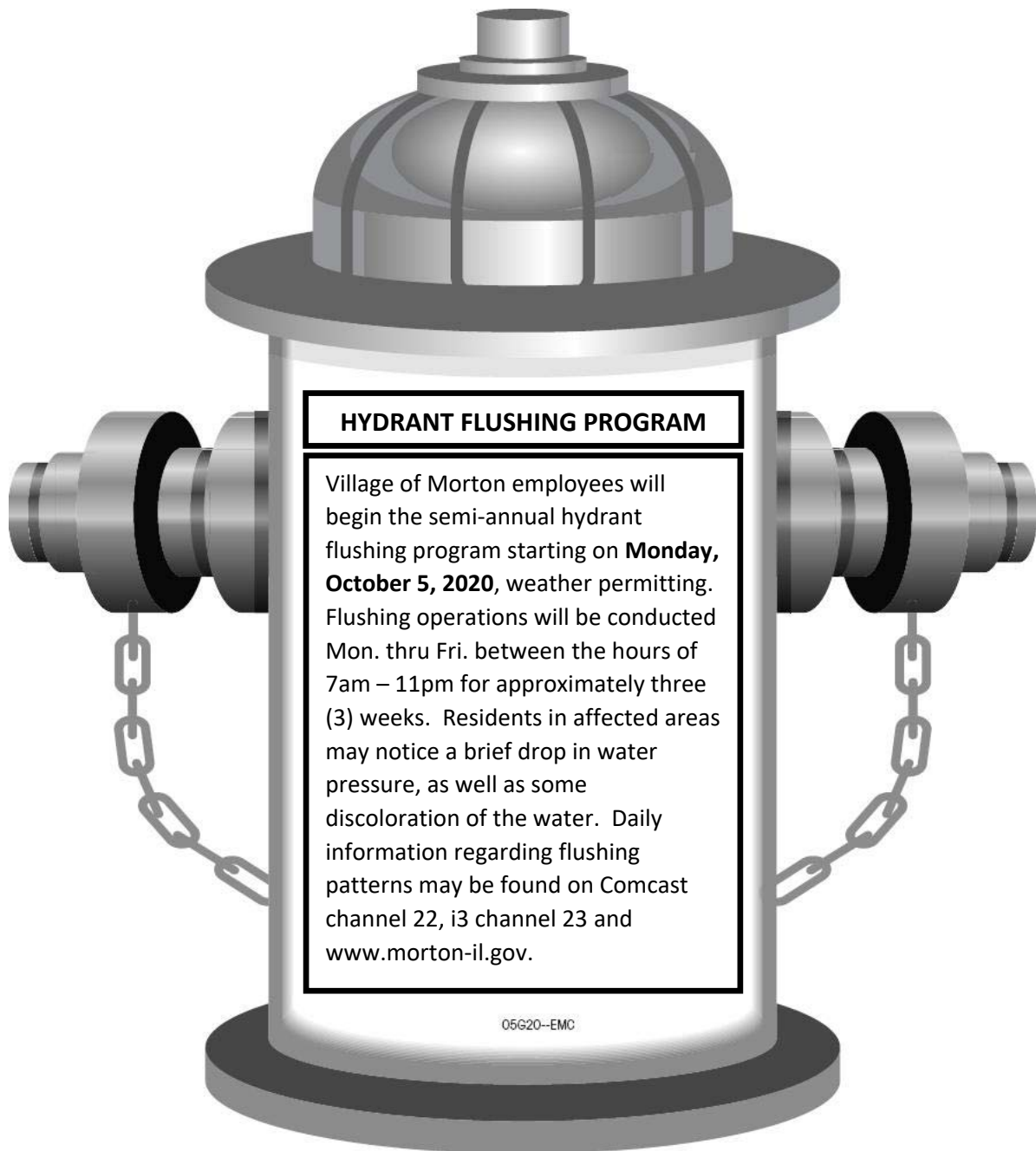
**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**





### HYDRANT FLUSHING PROGRAM

Village of Morton employees will begin the semi-annual hydrant flushing program starting on **Monday, October 5, 2020**, weather permitting. Flushing operations will be conducted Mon. thru Fri. between the hours of 7am – 11pm for approximately three (3) weeks. Residents in affected areas may notice a brief drop in water pressure, as well as some discoloration of the water. Daily information regarding flushing patterns may be found on Comcast channel 22, i3 channel 23 and [www.morton-il.gov](http://www.morton-il.gov).

05G20--EMC

**ORDINANCE NO. 21-21**

**AN ORDINANCE MAKING AMENDMENTS REGARDING MURALS TO SECTION 10-9-8 OF THE MORTON MUNICIPAL CODE**

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

**WHEREAS**, notice has been duly published according to law, and a public hearing has been held pursuant to law regarding changes to the restrictions contained in Title 10 of the Morton Municipal Code.

**WHEREAS**, the Morton Plan Commission has duly transmitted its recommendations to the President and Board of Trustees.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, that Paragraph (C)(3) of Section 10-9-8 is hereby amended as follows, with additions shown in underlined font:

**10-9-8 MURALS:**

...

(C) Regulations on Permitted Murals: No mural shall be permitted except in compliance with the following requirements...

...

3. Murals shall only be permitted on the side or rear walls of buildings. In the event, however, a building has frontage along more than one public street, murals may be installed on a façade of the building which fronts a public street so long as the façade does not contain the primary means of ingress and egress for the building, as determined by the Village of Morton.

**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 \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**ORDINANCE NO. 21-22**

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 10 OF THE MORTON MUNICIPAL CODE REGARDING ESPORTS CAFES**

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

**WHEREAS**, Chapter 8 of the Morton Municipal Code regulates Business Districts; and

**WHEREAS**, the Board of Trustees desires to adopt a policy permitting the establishment of Esports Cafes within General Business Districts;

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

**SECTION 1:** Section 10-2-1 of the Municipal Code of the Village of Morton is hereby amended as follows, with additions shown in underlined font:

**10-2-1:           DEFINITIONS:** Wherever anywhere in this Title any of the following terms are used, they shall have the meaning indicated hereafter in this Chapter.

....

**ESPORTS CAFE:**                                    A facility with computer equipment, internet service, and/or spectator accommodations the primary purposes of which may include (a) offering the rental of desk space for use of personal computers or the rental of time to use provided computer equipment that is pre-loaded with software to provide a venue for electronic games (Esports), virtual reality games, or augmented reality games; (b) hosting video game tournaments where spectator fees may be charged; and/or (c) other similar activities.

**SECTION 2:** Section 10-6-3 of the Municipal Code of the Village of Morton is hereby amended as follows, with additions shown in underlined font:

**10-6-3            B-2 GENERAL BUSINESS DISTRICT**

(A) Permitted Uses:

1. All uses permitted as a “permitted use” in the B-1 Professional Office District.

2. Banks, savings and loans, and other financial institutions.

....

46. Esports cafes.

**SECTION 3:** This ordinance shall be in full force and effect immediately upon its passage and approval.

**SECTION 4:** If any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton this \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**AGENDA**  
**PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, SEPTEMBER 28, 2020**  
**FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS**

**I. Call to Order / Roll Call**

**II. Approval of Minutes**

**Regular Meeting – August 24, 2020**

**III. Public Hearing(s):**

**Petition No. 20-06 ZA:** Subject property is located at 2711 W. Jackson St. A petition has been filed by Kyle Luchtefeld. Mr. Luchtefeld is requesting this property be zoned R-1. This property currently has a County zoning classification of R-1. This property was annexed into The Village of Morton on September 8, 2020.

**AN ORDINANCE MAKING AMENDMENTS REGARDING RESIDENTIAL MURALS TO SECTION 10-9-8 OF THE MORTON MUNICIPAL CODE**

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 10 OF THE MORTON MUNICIPAL CODE REGARDING ESPORTS CAFES**

**IV. Other Business: None**

**V. Brad Marks:**

**VI. Adjourn**

**MORTON PLAN COMMISSION  
MINUTES-AUGUST 24, 2020**

The Plan Commission met on Monday, August 24, 2020, at 7:00 P.M. Chairman Ferrill presiding. Present: Geil, Knepp, Smock, Ritterbusch, Ferrill, Zobrist, Keach, and Deweese. Absent: Fick. Also, in attendance: Zoning Officer Brad Marks and Attorney Pat McGrath.

Ritterbusch made a motion to approve the minutes from the July 27, 2020 meeting that included corrections. Knepp seconded the motion to approve. This was followed by a vote to approve. The July 27, 2020 minutes were approved.

**Public Hearing(s):**

**Petition No. 20-05 ZA / SP:** Subject property is located on Harding Rd. in The Village of Morton. SEC 16 T25N R3W MAIN STREET BUSINESS PARK LOT 5 (EXC ROW) NE ¼ 8.12 AC. (PIN # 06-06-16-201-005). A petition has been filed by Peoria Sand and Gravel, Inc., and Steve Lehman. They are requesting a zoning change from I-2 to R-4 on Lot's 5, 6, and 7 with a Special Use that will permit multi-family dwellings on Lot 5 to not exceed 44' in height. The permitted maximum height in R-4 is 35'. See Resolution No. 01-21 (D) regarding rezoning. The petitioner, Steve Lehman presented the case for the Special Use request. After discussion from the Commission members, a motion to approve as stated was made by Deweese. A second motion to approve was made by Smock. This was followed by a vote to approve.

Yes-Keach, Knepp, Ritterbusch, Smock, Deweese, Zobrist.

No-Geil

Abstain-Ferrill

**Petition No. 20-05 ZA / SP: APPROVED**

**Other Business:** None

**Brad Marks:** Nothing

With no further business, Zobrist made a motion to adjourn. A second to adjourn was made by Knepp. There was a unanimous approval to adjourn.

**MORTON PLAN COMMISSION  
MINUTES-SEPTEMBER 28, 2020**

The Plan Commission met on Monday, September 28, 2020, at 7:00 P.M. Chairman Ferrill presiding. Present: Fick, Knepp, Smock, Ritterbusch, Ferrill, Zobrist, and Keach. Absent: Deweese and Geil. Also, in attendance: Zoning Officer Brad Marks and Attorney Pat McGrath.

Ritterbusch made a motion to approve the minutes from the August 24, 2020 meeting. Keach seconded the motion to approve. The August 24, 2020 minutes were approved.

**Public Hearing(s):**

**Petition No. 20-06 ZA:** Subject property is located at 2711 W. Jackson St. A petition has been filed by Kyle Luchtefeld. Mr. Luchtefeld is requesting this property be zoned R-1. This property currently has a County zoning classification of R-1. This property was annexed into The Village of Morton on September 8, 2020. Attorney McGrath stated that the default zoning classification would be R-S, but R-1 appeared to be the more appropriate zoning classification. With little discussion, a motion to approve was made by Zobrist. A second motion to approve was made by Knepp. This was followed by a vote to approve.

Yes-Keach, Knepp, Fick, Ritterbusch, Smock, Zobrist, and Ferrill.

No-None

**Petition No. 20-06 ZA: APPROVED**

**AN ORDINANCE MAKING AMENDMENTS REGARDING MURALS TO SECTION 10-9-8 OF THE MORTON MUNICIPAL CODE.** With little discussion, a motion to approve was made by Fick. A second to approve was made by Ritterbusch. A vote to approve was made.

Yes- Keach, Knepp, Fick, Ritterbusch, Smock, Zobrist, and Ferrill.

No-None

**APPROVED**

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 10 OF THE MORTON MUNICIPAL CODE REGARDING ESPORTS CAFES.** With little discussion, a motion to approve was made by Zobrist. A second to approve was made by Keach. A vote to approve was made.

Yes- Keach, Knepp, Fick, Ritterbusch, Smock, Zobrist, and Ferrill.

No-None

**APPROVED**

**Other Business:** None

**Brad Marks:** Nothing

With no further business, Ritterbusch made a motion to adjourn. A second to adjourn was made by Fick. There was a unanimous approval to adjourn.



PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 20-06 ZA

Date: 9/9/2020

1. Legal Description: SEC 07 T25N R3W E 1/2 LOT B OF LOT 2 SE 1/4 2.13 AC

Street Address: 2711 W. Jackson St.

2. Area of subject property: \_\_\_\_\_ sq. ft. or 2.13 Ac.

3. Present land use: Single Family R-1 Tazewell County Zoning

Proposed land use or special use: R-1 Single Family. Property has been annexed in to the corporate limits of The Village of Morton

Requested zoning change: from R-1 County District to R-1 District

4. Surrounding zoning districts:

North R-1 East R-1 South R-1 West R-1

5. Subject property is owned by:

Name: Kyle Luchtefeld

Address: 2711 W. Jackson St.

(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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


9. Petitioners' Signature:

Name: Kyle Luchtefeld

Address: 2711 W Jackson st Morton IL

Phone No.: 309-360-5137

Email Address: Kyle.Luchtefeld@gmail.com

Signature: 

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Land Parcels

Parks

Parks



Boundaries

Unincorporated



Commonwealth Easement

Township Boundary



Planning Boundary



Morcon City Limit

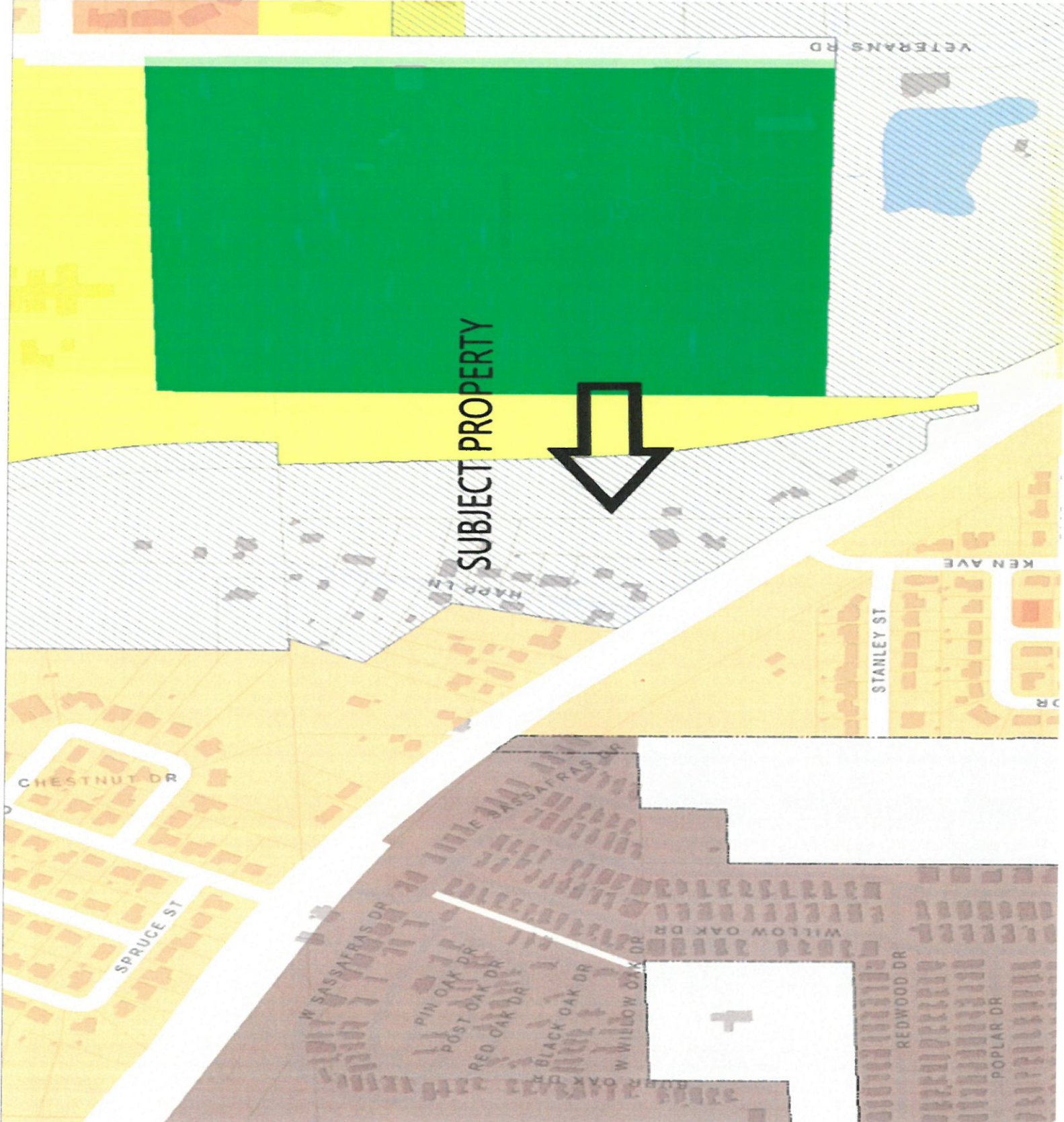


Zoning

Zoning Districts

- R-1 One-Family Planned Residential Development District
- R-1A One-Family Not < 6000 Sq Ft Not < 65 Ft Footage
- R-2 Two-Family Planned Residential Development District
- R-3 Multi-Family Planned Residential Development District
- R-4 Multi-Family Planned Residential Development District
- R-5 Residential Suburban District Planned Residential Development District
- MH Mobile Home District
- B-1 Professional Office District
- B-2 General Business District
- B-3 Highway and Service Commercial District
- I-1 Restricted Industrial District
- I-2 General Industrial District
- Not Specified

SUBJECT PROPERTY





(1 of 2) ▶ □ X

**2711 W JACKSON ST**

**Parcel Information**

PIN 06-06-07-401-009  
Address 2711 W JACKSON ST  
City Zip MORTON IL 61550  
Township MORTON,06

Total Acres 2.13  
Homesite Acres 2.13  
Farm Acres 0.00

Short Legal SEC 07 T25N R3W E 1/2  
LOT B OF LOT 2 SE1/4 2.13 AC

**Assessments**  
Assessed August 17, 2020  
[Zoom to](#)





Name	Address 1	City	State	Zip	Street
MARION, JOE & JEAN	106 HAPP LN	MORTON	IL	61550 106	HAPP LN
JOHNSTON, ALAN	108 HAPP LN	MORTON	IL	61550 108	HAPP LN
MUSGRAVE, GLENNA	110 HAPP LN	MORTON	IL	61550 110	HAPP LN
TAUFER, DANA & KRISTINE TRUST	3800 W JACKSON ST	MORTON	IL	61550 112	HAPP LN
DRISCOLL, RANDALL	113 HAPP LN	MORTON	IL	61550 113	HAPP LN
MOORE, PHYLLIS	115 HAPP LN	MORTON	IL	61550 115	HAPP LN
WALTER, TIMOTHY	2607 W JACKSON ST	MORTON	IL	61550 2607 W	JACKSON ST
PURCELL, ANDREW & ANNA	2625 W JACKSON ST	MORTON	IL	61550 2625 W	JACKSON ST
LUCHEFELD, KYLE	2711 W JACKSON ST	MORTON	IL	61550 2711 W	JACKSON ST
HORTON, ROBERT	2735 W JACKSON ST	MORTON	IL	61550 2735 W	JACKSON ST
ROBBINS, ALLEN & TRACY	2803 W JACKSON ST	MORTON	IL	61550 2803 W	JACKSON ST
MORTON PARK DISTRICT	349 W BIRCHWOOD ST	MORTON	IL	61550	W JACKSON ST
HISCHKE, DOUGLAS W	99 DIAMOND PT	MORTON	IL	61550-1186 401	KEN AVE

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, Kyle Luchtefeld, petition 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: \_\_\_\_\_


8/7/2020

  
\_\_\_\_\_  
Kyle Luchtefeld

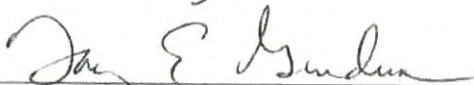
OATH OR AFFIRMATION

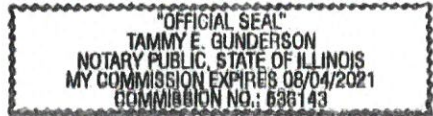
STATE OF ILLINOIS            )  
                                          )  
COUNTY OF TAZEWELL        )

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.

  
\_\_\_\_\_  
Kyle Luchtefeld

Subscribed and sworn to before me this day 8<sup>th</sup> day of August 2020.

  
\_\_\_\_\_  
Notary Public



## EXHIBIT A

A Part of the East Half of Lot "B" of Lot 2 of the Southeast Quarter of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois As Shown By Plat Recorded in Plat Book "L", Page 465, More Particularly Described as Follows:  
Beginning at the Northeast Corner of Lot 2 as Shown on Plat Recorded in Plat Book "R", Page 8, thence Southeasterly on the Northerly Line Extended of Lot 2, to the East Line of Said Lot "B", Thence South on the East Line of Said Lot "B" to the Southeast Corner of Said Lot "B", Thence North 42 Degrees 02 Minutes 30 Seconds West, 252.1 Feet to the Southeast Corner of the East Half of Said Lot "B", Thence North 06 Degrees 33 Minutes East and on the Westerly Line of the Easterly Half 515.18 Feet to the Point of Beginning; Situated in the County of Tazewell, in the State of Illinois.

PIN: 06-06-07-401-009

Common Address: 2711 W. Jackson St. Morton, IL 61550



**PRE-ANNEXATION AGREEMENT**  
**between**  
**THE VILLAGE OF MORTON, ILLINOIS**  
**and**  
**Kyle Luchtefeld**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the VILLAGE OF MORTON, a municipal corporation of the County of Tazewell and State of Illinois, hereinafter called "VILLAGE," and Kyle Luchtefeld, 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 the East Half of Lot "B" of Lot 2 of the Southeast Quarter of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois As Shown By Plat Recorded in Plat Book "L", Page 465, More Particularly Described as Follows:  
Beginning at the Northeast Corner of Lot 2 as Shown on Plat Recorded in Plat Book "R", Page 8, thence Southeasterly on the Northerly Line Extended of Lot 2, to the East Line of Said Lot "B", Thence South on the East Line of Said Lot "B" to the Southeast Corner of Said Lot "B", Thence North 42 Degrees 02 Minutes 30 Seconds West, 252.1 Feet to the Southeast Corner of the East Half of Said Lot "B", Thence North 06 Degrees 33 Minutes East and on the Westerly Line of the Easterly Half 515.18 Feet to the Point of Beginning; Situated in the County of Tazewell, in the State of Illinois.

PIN: 06-06-07-401-009

Common Address: 2711 W. Jackson St. 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

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.,. OWNER shall, in conjunction with said Petition for Annexation, furnish the VILLAGE an annexation plat at or prior to the time of annexation.

2. The VILLAGE agrees that, upon receipt of a proper Petition and annexation plat, it will annex the property described above and that as soon as practical following annexation the Village will cause a public hearing to be held at a regularly scheduled meeting of the Village of Morton Plan Commission, and following such hearing same will be zoned R-1, Single Family and Planned Residential District.
3. OWNER shall pay an annexation fee in the amount of \$1,393.45 per dwelling unit. Said amount shall be paid within ten (10) days of the passage of an ordinance approving this agreement. OWNER shall also be responsible for all utility hook-ups and tap fees that apply.
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.

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

**VILLAGE:**

**VILLAGE OF MORTON**, a  
Municipal Corporation

By \_\_\_\_\_  
**President**

**OWNER:**

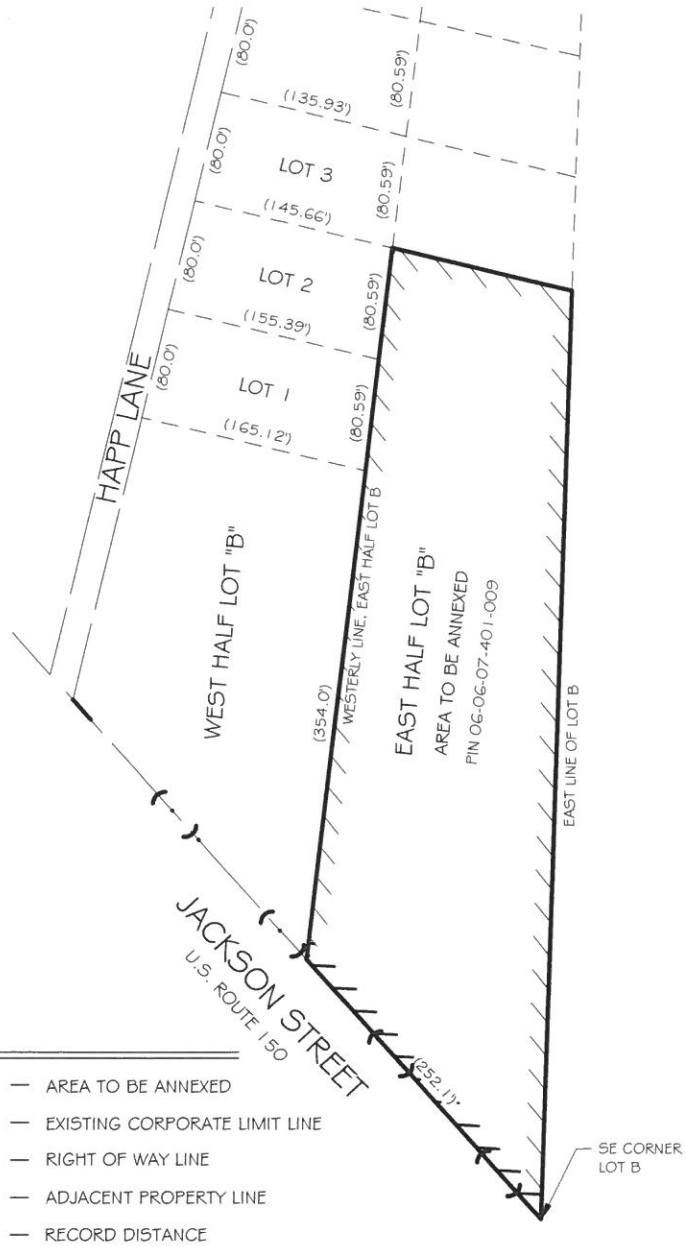
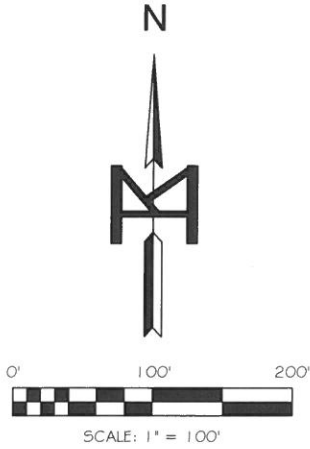
\_\_\_\_\_  
**Kyle Luchtefeld**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**ANNEXATION PLAT**

PART OF THE EAST HALF OF LOT "B" OF LOT 2 OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS



**LEGEND**

- AREA TO BE ANNEXED
- EXISTING CORPORATE LIMIT LINE
- RIGHT OF WAY LINE
- ADJACENT PROPERTY LINE
- RECORD DISTANCE

**DESCRIPTION** - TAKEN FORM WARRANTY DEED RECORDED AS DOCUMENT NO. 202000009032

PART OF THE EAST HALF OF LOT "B" OF LOT 2 OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY ILLINOIS AS SHOW BY PLAT RECORDED IN PLAT BOOK "L", PAGE 465, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2 AS SHOW ON A PLAT RECORDED IN PLAT BOOK "R", PAGE 8, THENCE SOUTHEASTERLY ON THE NORTHERLY LINE EXTENDED OF LOT 2, TO THE EAST LINE OF SAID LOT "B"; THENCE SOUTH ON THE EAST LINE OF SAID LOT "B" TO THE SOUTHEAST CORNER OF SAID LOT "B"; THENCE NORTH 42 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 252.1 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF SAID LOT "B"; THENCE NORTH 06 DEGREES 33 MINUTES EAST AND ON THE WESTERLY LINE OF THE EASTERLY HALF, A DISTANCE OF 515.18 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF TAZEWELL, IN THE STATE OF ILLINOIS.

**M** 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

**ANNEXATION PLAT**

SURVEYED -  
 DRAWN - JEF  
 CHECKED - CEJ  
 SCALE - 1" = 100'  
 DATE - 8-28-20

PROJECT NO.  
 20-317  
 SHEET 1 OF 1  
 DRAWING NO.

**ORDINANCE NO. 21-17**

**AN ORDINANCE ANNEXING THE PROPERTY KNOWN AS 2711 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 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; and

**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

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON**, Tazewell 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 the East Half of Lot "B" of Lot 2 of the Southeast Quarter of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois As Shown By Plat Recorded in Plat Book "L", Page 465, More Particularly Described as Follows:

Beginning at the Northeast Corner of Lot 2 as Shown on Plat Recorded in Plat Book "R", Page 8, thence Southeasterly on the Northerly Line Extended of Lot 2, to the East Line of Said Lot "B", Thence South on the East Line of Said Lot "B" to the Southeast Corner of Said Lot "B", Thence North 42 Degrees 02 Minutes 30 Seconds West, 252.1 Feet to the Southeast Corner of the East Half of Said Lot "B", Thence North 06 Degrees 33 Minutes East and on the Westerly Line of the Easterly Half 515.18 Feet to the Point of Beginning; Situated in the County of Tazewell, in the State of Illinois.

PIN: 06-06-07-401-009

**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 \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**RESOLUTION NO. 12-21**

**RESOLUTION REGARDING PROPOSED ZONING AMENDMENT ON TATTOO PARLORS IN THE B-2 GENERAL BUSINESS DISTRICT**

**WHEREAS**, §10-10-2(E) of the Morton Municipal Code sets forth a procedure for zoning amendments to the Zoning Code of the Village of Morton; and

**WHEREAS**, the Zoning Code of the Village of Morton does not define tattoo parlor as a use; and

**WHEREAS**, §10-6-4(A)(2) of the Morton Municipal Code defines as a permitted use in the B-3 Highway and Service Commercial District “all other retail stores, shops, and service establishments not permitted in B-1 or B-2 Districts...”; and

**WHEREAS**, pursuant to the aforesaid provisions, a tattoo parlor is not a permitted use in the B-1 or B-2 District, but is permitted in the B-3 District; and

**WHEREAS**, Jason Parker has requested an amendment to the Zoning Code to define tattoo parlor as a use, and to make such defined use a permitted use in the B-2 District; and

**WHEREAS**, the concurrence of the Board of Trustees in the request to the Plan Commission is necessary for the proposed zoning amendment to proceed to the Plan Commission for a public hearing and recommendation to the Village Board.

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

1. The Plan Commission is hereby authorized and directed to hold a public hearing on the proposed zoning amendment, and to make its recommendations thereafter to the Village Board on the proposed amendment to the Zoning Code to define tattoo parlor as a use and to make such use a permitted use in the B-2 District.



**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 \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

---

**President**

**ATTEST:**

---

**Village Clerk**

**ORDINANCE NO. 21-20**

**AN ORDINANCE MAKING AMENDMENTS REGARDING ELECTED OFFICIAL COMPENSATION TO  
TITLE 1 OF THE MORTON MUNICIPAL CODE**

**WHEREAS**, the President and Trustees of the Village of Morton are elected officials; and

**WHEREAS**, the corporate authorities of the Village of Morton believe it is in the best interest of the Village and its residents to compensate Village officials fairly for services rendered on behalf of the Village; and

**WHEREAS**, it is necessary to establish the salary to be paid to each of the Village officials by ordinance; and

**WHEREAS**, salaries must be fixed by ordinance not less than one hundred eighty (180) days prior to the commencement of new terms of office.

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

**Section 1:** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of the Ordinance.

**Section 2:** Section 1-5-2 of the Morton Municipal Code is hereby amended as follows with increases in co, with additions shown in underlined font and deletions shown in strikethrough font:

**1-5-2: OATH; COMPENSATION:** The members of the Board of Trustees shall take the oath of office prescribed by Statute before entering upon their duties. Each member of the Board of Trustees shall receive compensation in the amount of ~~one thousand two hundred dollars (\$1,200.00)~~ one thousand five hundred dollars (\$1,500.00) per year, payable monthly, for each trustee whose term of office begins on or after the first regular meeting of the Village Board of Trustees following the certification by the County Clerk of the official results of

**the April 6, 2021 consolidated general election.** In addition thereto, each member of the Board of Trustees shall receive reimbursement from the Village for expenses as may be incurred by the Trustee in the course of performing official duties.

**Section 3:** Section 1-6-4 of the Morton Municipal Code is hereby amended as follows, with additions shown in underlined font and deletions shown in strikethrough font:

**1-6-4: COMPENSATION; BOND; OATH:** Before entering upon the duties of his office, the President shall give a bond with sureties to be approved by the Board of Trustees conditioned upon the faithful performance of his duties in the sum of ten thousand dollars (\$10,000.00) or such higher sum as may be directed by the Board of Trustees.<sup>2</sup> He shall take the oath of office prescribed by Statute before entering upon his duties. He shall receive compensation in the amount of ~~eight thousand dollars (\$8,000)~~ **ten thousand dollars (\$10,000)** per year, payable monthly, **commencing at the first regular meeting of the Village Board of Trustees following the certification by the County Clerk of the official results of the April 6, 2021 consolidated general election.** In addition thereto, he shall receive reimbursement from the Village for expenses as may be incurred by him in the course of performing official duties.

**Section 4:** If any section or part of this Ordinance is held invalid, it shall not affect the validity of the remainder of this Ordinance.

**Section 5:** This Ordinance shall be in immediate force and effect following its passage, approval and publication as provided by law.

**PASSED AND APPROVED** at a regular meeting of the President and Board of Trustees of the Village of Morton this \_\_\_\_\_ day of \_\_\_\_\_, 2020; and upon roll call the vote was as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINING:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**President**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**AYES:** \_\_\_\_\_

**NAYES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_