

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, FEBRUARY 5, 2018
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. PUBLIC HEARING**
- V. PRESENTATIONS AND SPECIAL REPORTS**
- VI. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VII. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – January 15, 2018
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Approval of Appointment of Ken Helmuth to the Morton Police and Fire Commission for a Three Year Term.
 - B. Ordinance 17-35 - An Ordinance Amending Section 3-8-6 of the Morton Municipal Code Regarding the Number of Liquor Licenses.
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
 - A. 2017 Police Vehicle Mileage.
 - B. Purchase of 2 Police Vehicles.
 - C. Intergovernmental Agreement Regarding Initial Funding of TC3 and PSAP Consolidation.
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Ordinance 17-34 - An Ordinance Amending Title 1 Chapter 24 of the Morton Municipal Code to Provide Minimum Insurance Standards for Village Contractors.
- XVI. PLANNING AND ZONING OFFICER**
 - A. Ordinance 17-36 - An Ordinance Annexing A Tract Of Land (Oak Lawn Mobile Estates).
 - B. Ordinance 17-37 - An Ordinance Making Amendments Regarding Murals to Section 10-9-8 of Chapter 9 of Title 10 of the Morton Municipal Code.
 - C. Ordinance 17-38 - An Ordinance Making Amendments Regarding Solar Energy Systems to Chapter 4 of Title 10 of the Morton Municipal Code.
 - D. Preliminary and Final Plats - Sara Grimm Subdivision.
 - E. Preliminary and Final Plats - Corey Subdivision.

XVII. VILLAGE TRUSTEES

- A. Trustee Belsley
- B. Trustee Blunier
- C. Trustee Leman
- D. Trustee Heer
- E. Trustee Newman
- F. Trustee Parrott

XVIII. CLOSED SESSIONS

- A. Closed Session Under 5 ILCS 120/2(C)(2) to Discuss Collective Negotiating Matters Between the Village and its Employees or Their Representatives.

XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS

XX. ADJOURNMENT

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., JANUARY 15, 2018**

After calling the meeting to order, President Kaufman led the Pledge of Allegiance. The Clerk called the roll, with the following members present: Blunier, Heer, Leman, Newman, Parrott – 5.

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – January 2, 2018
 - 2. Closed Session – January 2, 2018
- B. Approval of Bills

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

Yes: Blunier, Heer, Leman, Newman, Parrott – 5.

No: None.

Absent: Belsley – 1.

VILLAGE PRESIDENT

President Kaufman expressed condolences on the loss of firefighter Josh Greene and asked the public to keep the family in their thoughts and prayers. Chief Kelley added that a visitation is scheduled on Thursday night with services to follow on Friday.

VILLAGE PRESIDENT

Administrator Smick requested approval of changes to the Village Façade Grant Program. She gave an overview of the proposed changes to the program. It would now be known as the Building Improvement Program. One of the changes would allow an application for a grant to be made at any time instead of only during the two grant rounds previously. Other changes include an inclusion of payment for permanent landscaping, as well as payment for new construction if included for redevelopment of existing facilities and expansion of facilities. Also, limiting the payment for roof repairs and maintenance/upkeep items such as tuck pointing, replacement of windows or doors, painting, and gutters, unless they are part of a larger project. Any portion of a project which will be completed by the applicant, his employees or relative company will be reimbursed for materials only. It would include payment for interior improvements for code requirements for new businesses or old businesses that are relocating to a new site (different parcel number). These required improvements would be based on a review by the Planning and Zoning Officer. It would include a repayment schedule if property is sold, based on the following schedule: within 1 year of grant receipt – 80% to be repaid, within 2 years of receipt - 60%, within 3 years of receipt - 40%, within 4 years of receipt - 20%, and after 5 years from receipt - no repayment. It would change the period for applying for a grant to 5 years between approved applications. It would require an interview or presentation to be done with the applicant at a Commission meeting as part of the approval process, as well as removing the requirement that the project commence within 90 days of approval, as there is no way for the Village to confirm or enforce this requirement. (Projects are still required to be complete in one year.). Trustee Heer voiced his approval of the updated program changes. Trustee Blunier suggested a plan to recoup the money owed to the Village if a business leaves early – Attorney McGrath suggested

adding to the changes to the program to put a lien on a property for the grant amount until the fifth year to remedy this. The lien must be cleared before a sale of the property can take place. Trustee Heer moved to approve with the amended suggestion (lien on property). Motion was seconded by Trustee Parrott and approved with the following roll call vote:

Yes: Blunier, Heer, Leman, Newman, Parrott – 5.
No: None.
Absent: Belsley – 1.

CHIEF OF POLICE

Chief Hilliard requested approval to transfer \$16,919.61 from the Tourism Tax fund back into the General Fund to pay for overtime and auxiliary police payroll expenses incurred by the department for 2017 community events. Trustee Heer moved to approve. Motion was seconded by Trustee Leman and approved with the following roll call vote:

Yes: Blunier, Heer, Leman, Newman, Parrott – 5.
No: None.
Absent: Belsley – 1.

DIRECTOR OF PUBLIC WORKS

DPW Loudermilk requested approval of the awarding of the annual fuel contract to Ag-Land FS, Inc. He noted that Ag-Land was the only company to bid on the contract, but that he believes that it is a reasonable price and that they have been good to work with in the past. He also noted that the Village has budgeted \$172,000 for using these prices for fuel, and \$372,000 comes from four other entities, two others that he mentioned are We-Care and District 709, and that approximately 30% of the usage of the fuel at the Penn Street pumps is used by the Village and that the sharing of the pumps has worked out well for everyone involved. Trustee Newman moved to approve. Motion was seconded by Trustee Heer and approved with the following roll call vote:

Yes: Blunier, Heer, Leman, Newman, Parrott – 5.
No: None.
Absent: Belsley – 1.

VILLAGE TRUSTEES

BLUNIER – Nothing to report.

LEMAN – Nothing to report.

HEER – Nothing to report.

NEWMAN – Nothing to report.

PARROTT – Nothing to report.

ADJOURNMENT

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

ATTEST:

PRESIDENT

VILLAGE CLERK

ORDINANCE NO. 17-35

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 8, SECTION 6
OF THE MORTON MUNICIPAL CODE
RE NUMBER OF LIQUOR LICENSES**

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

WHEREAS, Title 3 Chapter 8 Section 6 contains a limitation on the number of liquor licenses and the President and Board of Trustees desire to amend same.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MORTON**, Tazewell County, Illinois, that Title 3 Chapter 8 Section 6 of the Morton Municipal Code is hereby amended as follows:

1. The number of Class B-3 Liquor Licenses is increased from 3 to 4.

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 _____, 2018; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2018.

President

ATTEST:

Village Clerk

Memo

To: President & Trustees
From: Chief Craig Hilliard
Date: February 5, 2018
Re: End of Year Vehicle Mileage

The following is a listing of the vehicles and their respective mileages for each vehicle in the Police Department Fleet.

Year, Make, Model, (Use)	12/31/17 Odometer	2017 Miles	Personal*
1970 Chevrolet Suburban (Auxiliary)	18,127	5	
**1984 Chevrolet Van (Animal Control)	60,214	170	
2008 Chevrolet Impala (Investigation)	93,073	8,886	
2009 Chevrolet Impala (Investigation)	74,326	7,284	
2013 Chevrolet Impala (Admin)	41,432	8,538	2,853*
2013 Chevrolet Tahoe (K-9)	48,332	11,505	
2014 Chevrolet Tahoe (Auxiliary)	82,989	16,940	
2014 Ford Interceptor SUV (Admin)	37,454	9,848	3,219*
2015 Ford Interceptor SUV (Patrol)	66,738	24,084	
2016 Chevrolet Impala (Patrol)	52,082	25,143	
2016 Chevrolet Impala (Patrol)	63,669	27,304	
2016 Ford Interceptor SUV (Patrol)	40,342	21,874	
2016 Ford Interceptor SUV (Patrol)	44,657	27,869	
2016 Ford Interceptor SUV (Patrol)	42,831	27,792	
2017 Ford Interceptor SUV (Patrol)	13,951	13,951	
2017 Ford Interceptor Sedan (Patrol)	18,015	18,015	

Total Miles Driven in 2017: 276,217

***Indicates Trade in 2018*

**Includes commute mileage*

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on or as of this _____ day of _____, 2018, by and between the City of Pekin, an Illinois municipal corporation ("Pekin"), the City of East Peoria, an Illinois municipal corporation ("East Peoria"), the City of Washington, an Illinois municipal corporation ("Washington"), and the Village of Morton, an Illinois municipal corporation ("Morton"), Tazewell County ("County") (collectively, the "Municipalities"), and the Tazewell County Emergency Telephone System Board ("ETSB"), an Illinois governmental body authorized under the Illinois Emergency Telephone System Act, 50 ILCS 750.01 (collectively the "Parties").

WHEREAS, Article VII, §10 of the Illinois Constitution authorizes local governmental units to enter into agreements with one another to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, there are currently four (4) public safety answering points ("PSAPs") in Tazewell County having authority to and providing 9-1-1 telephone call taking and dispatch services to public safety agencies which respond to the public's need for assistance and the maintenance of law and order; and

WHEREAS, pursuant to Public Act 99-0006, which was passed by the State of Illinois on June 29, 2015, Tazewell County is required to consolidate the four (4) PSAPs located in Tazewell County down to two (2) PSAPs; and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement ("Intergovernmental Agreement") establishing an intergovernmental agency known as Tazewell County Consolidated Communications ("TC³") for the purpose of managing the process of the consolidation and for the operation of the two (2) PSAPs which will serve Tazewell County; and

WHEREAS, it is anticipated that operational funding for TC³ will be provided primarily from fees paid from participating agencies in accordance with a Funding Formula; and

WHEREAS, prior to TC³'s operations and during the consolidation process, start-up funding is required; and

WHEREAS, at the time that Parties entered into the Intergovernmental Agreement, the Parties agreed to engage in additional good faith negotiations as may be necessary to reach agreement as to the manner of funding TC³ during the consolidation process; and

WHEREAS, the parties hereto have determined that it is both necessary in order to comply with Public Act 99-0006 and in the best interest of each party to this Agreement and the public health, safety and welfare of persons and property within the boundaries of each Party, that TC³ have sufficient funding in order to begin its operations during the consolidation process; and

WHEREAS, the parties agree that it is in the public interest that each of the Parties hereto provide funding to TC³ in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and to the extent permitted by law, the Parties agree as follows:

1. Recitals. The recitations hereinabove set forth are hereby adopted and made part of this Agreement.

2. Advance Funding to TC³. Each of the Parties agree to pay TC³ an advance payment of twenty-five thousand and 00/100 dollars (\$25,000.00) ("Payments"), which such amounts shall be used for start-up costs for TC³.

3. Payments by Municipalities as Advance Funding for Future Services. Such Payments from the Municipalities shall be pre-payments for future TC³ services. Future amounts due and owing from the Municipalities for TC³ services shall be reduced by amounts at the discretion of and at such times as the TC³ Governance Board reasonably determines ("Reductions") until such time as the Reductions equal the Payments made by each of the Municipalities.

4. Payments by ETSB. Payments made by the ETSB to TC³ shall not be refunded.

5. Timing. Payments made by the Parties hereto shall be made within 30 days of execution of this Agreement by all Parties.

6. Future Cooperation. The parties affirm their commitment to cooperate in good faith toward the establishment and operation of TC³.

7. Amendments. Amendments to this Agreement may be made only by written agreement of all Parties hereto.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

--signature pages follow--

CITY OF PEKIN

By _____
Its _____

Date _____

CITY OF WASHINGTON

By _____
Its _____

Date _____

CITY OF EAST PEORIA

By _____
Its _____

Date _____

VILLAGE OF MORTON

By _____
Its _____

Date _____

TAZEWELL COUNTY

By _____
Its _____

Date _____

**TAZEWELL COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

By _____
Its _____

Date _____

ORDINANCE NO. 17-34

AN ORDINANCE AMENDING TITLE 1 CHAPTER 24 OF THE VILLAGE CODE OF THE VILLAGE OF MORTON TO PROVIDE A MINIMUM INSURANCE STANDARDS FOR VILLAGE CONTRACTORS

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

WHEREAS, it is necessary and in the best interest of the Village of Morton for certain minimum insurance standards to be specified in the Village Code of the Village of Morton for contractors doing business with the Village of Morton; and

WHEREAS, the President and Board of Trustees desire to make amendments to Title 2 Chapter 24 of Title 1 of the Morton Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, that the Morton Municipal Code is hereby amended by adding a new section 1-24-2 which shall be as follows:

1-24-2: MINIMUM INSURANCE REQUIREMENTS

(A) **APPLICABILITY:** The provisions of this section shall apply to all independent contractors who enter into contracts with the Village of Morton for the performance of labor and/or services for the Village of Morton on or after April 1, 2018, except those independent contractors whose written agreement with the Village of Morton provides for lesser or different insurance requirements and further excluding contractors providing professional services to the Village who shall be required to maintain such professional liability insurance as may be required by the Village of Morton from time to time.

(B) **ADDITIONAL INSURED:** Independent contractors shall provide a Certificate of Insurance to the Village of Morton which shall name the Village of Morton as an additional insured on independent contractor's liability policy for claims arising out of the independent contractor's products and/or completed operations or made by their employees, agents, guests, customers, invitees or subcontractors, which liability insurance policy shall be the primary insurance in the event of a covered claim or cause of action against the Village of Morton and on a non-contributory basis.

- (C) SUBCONTRACTOR COVERAGE: Independent contractors shall be required to verify that all subcontractors maintain general liability insurance, workers compensations insurance and automobile liability insurance as required by this Section. All subcontractors proof of insurance shall include a per project aggregate limit for its commercial general liability insurance.
- (D) WAIVER OF SUBROGATION: The Village of Morton shall not waive any rights of recovery against independent contractors from damages resulting from the negligent acts of the independent contractor associated with the contract. Independent contractors policy shall include waiver of subrogation for general liability, auto liability and workers compensation coverages.
- (E) GENERAL LIABILITY INSURANCE: Any independent contractor shall maintain commercial general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence.
- (F) AUTOMOBILE LIABILITY INSURANCE: Any independent contractor shall maintain automobile liability insurance for any owned autos, hired autos or non-owned autos used in connection with the contractor's business with the Village of Morton. Automobile liability insurance coverage shall be maintained by the contractor/service provider in the minimum amount of one million dollars (\$1,000,000.00) combined single limit.
- (G) WORKERS COMPENSATION INSURANCE: Any independent contractor of the Village of Morton shall maintain workers compensation insurance as required by law.
- (H) PROFESSIONAL ERRORS AND OMISSIONS COVERAGE: Any independent contractor who provides professional services, such as designing or planning construction projects or completing engineering or architectural drawings shall maintain professional errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000.00) with additional insured to apply in favor of the Village of Morton.
- (I) UMBRELLA INSURANCE: Any independent contractor shall maintain an umbrella insurance policy in the amount of not less than one million dollars (\$1,000,000.00) per occurrence.
- (J) THIRD PARTY EMPLOYERS LIABILITY COVERAGE: Any independent contractor shall maintain third party employer's liability coverage in the amount of not less than five hundred thousand dollars (\$500,000.00) per each employee.

BE 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.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2018; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2018.

President

ATTEST:

Village Clerk

**MORTON PLANNING COMMISSION
MINUTES – JANUARY 22, 2018**

The Plan Commission met on Monday, January 22, 2018, at the Freedom Hall, at 7:00 P.M., Jeff Keach presiding. Present: Keach, Ritterbusch, Smock, Westlake, Knepp, Elam and Fick. Absent: Ferrill and Zobrist. Also in attendance: Attorney McGrath, and Planning and Zoning Officer Spangler.

Smock made a motion to approve the minutes of the November 27, 2017 meeting seconded by Ritterbusch, followed by a unanimous roll call vote.

PUBLIC HEARING(S):

Petition for Annexation Oak Lawn Mobile Estates. Attorney Jim Benckendorf spoke on behalf of the petitioner. Attorney Benckendorf stated that the piece of ground to be annexed has a couple buildings on it that are currently used by Oak Lawn. Oak Lawn is selling the mobile home park and would like to include this piece with the sale. After minimal discussion from the board, a motion to approve was made by Fick. A second to approve was made by Knepp. This was followed by a vote to approve.

Elam	Yes	Ritterbusch	Yes
Westlake	Yes	Keach	Yes
Smock	Yes	Knepp	Yes
Fick	Yes		

Approved

An Ordinance Making Amendments Regarding Solar Energy Systems To Chapter 4 Of Title 10 Of The Morton Municipal Code. Attorney McGrath explained that the Village felt the need for this Ordinance due to the increased interest. Al Kaiser spoke from the public. Mr. Kaiser inquired if the Ordinance would allow solar panels to be installed on the front elevation of a house. It was confirmed that the Ordinance would allow this. After discussion, Fick made a motion to approve with the amendment to eliminate B-2, B-3, and I-1from paragraph F. Also in Sec. C-2-C Page 3 to substitute the phrase “solar hot water systems” so it conforms to other definitions of the Ordinance. A second to approve was made by Ritterbusch. This was followed by a vote to approve.

Elam	Yes	Ritterbusch	Yes
Westlake	Yes	Keach	Yes
Smock	Yes	Knepp	Yes
Fick	Yes		

Approved

An Ordinance Making Amendments Regarding Murals to Section 10-9-8 of Chapter 9 of Title 10 of the Morton Municipal Code. Attorney McGrath spoke about the concerns that there is not a need for this Ordinance at this time. Since the Village does not currently have a demand for the requests of Murals. A motion was made to not approve the Ordinance by Smock. A second to not approve was made by Westlake. This was followed by a vote to not approve.

Elam	Yes	Ritterbusch	Yes
Westlake	Yes	Keach	Yes
Smock	Yes	Knepp	Yes
Fick	Yes		

Approved

OTHER BUSINESS:

Sara Grimm Subdivision Preliminary and Final Plats. Planning and Zoning Officer Spangler explained a Variance had been granted at the ZBA meeting for this property. Ritterbusch made a motion to approve. A second to approve was made by Elam. This was followed by a vote to approve.

Elam	Yes	Ritterbusch	Yes
Westlake	Yes	Keach	Yes
Smock	Yes	Knepp	Yes
Fick	Yes		

Approved

Corey Subdivision Preliminary and Final Plats. Planning and Zoning Officer Spangler informed the board that the Village has looked at this and is good with what was being presented. A motion to approve was made Fick. A second to approve was made by Knepp. This was followed by a vote to approve.

Elam	Yes	Ritterbusch	Yes
Westlake	Yes	Keach	Yes
Smock	Yes	Knepp	Yes
Fick	Yes		

Planning and Zoning Officer Spangler had nothing to report.

With no further business, Westlake made a motion to adjourn; seconded by Knepp, followed by a unanimous voice vote. The next regular meeting of the Plan Commission will be held on Monday, February 26, 2018 at 6:00 P.M.

PETITION FOR ANNEXATION

TO: The President and Board of Trustees of the Village of Morton

The undersigned Petitioners do hereby respectfully state as follows:

1. That the Petitioners are the owners of property described in the survey attached to this Petition.
2. That the aforesaid property is not situated within the limits of any municipality, but it is contiguous to the corporate limits of the Village of Morton.
3. That there are no electors residing on the aforesaid property.

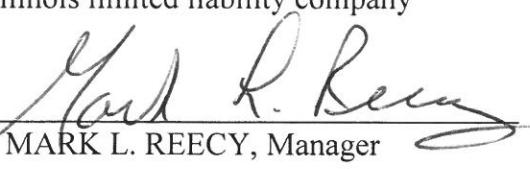
WHEREFORE, Petitioner respectfully requests as follows:

- A. That the Village of Morton annex the aforesaid property and enter into a Pre-Annexation Agreement with the Petitioners upon such terms and conditions as the parties may so agree.
- B. That the Village of Morton set the appropriate hearings for this Petition.

DATED this 2 day of Jan., 2018.

OAK LAWN REAL ESTATE, LLC,
An Illinois limited liability company

By:

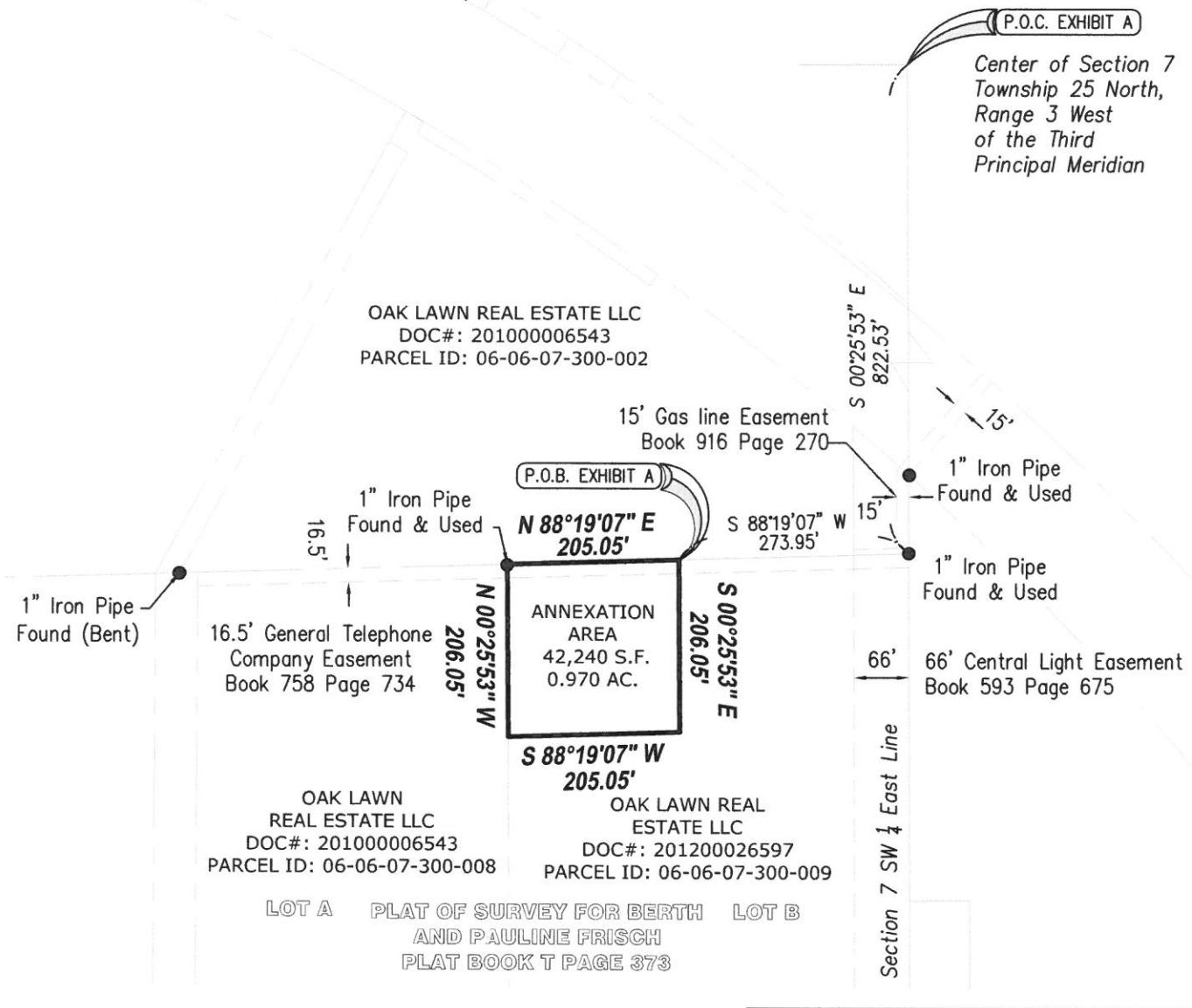

MARK L. REECY, Manager

MARK L. REECY TRUST #8107 dated 3/31/2010

By:


MARK L. REECY, Trustee

Exhibit A
Annexation Plat Oak Lawn Mobile Estates
Part of the Southwest Quarter of Section 7,
Township 25 North, Range 3 West of the
Third Principal Meridian, Tazewell County, Illinois



NORTH

SYMBOL LEGEND	
P.O.B.	- Place/Point of Beginning
P.O.C.	- Place/Point of Commencement
●	- Monumentation Found as Noted
—	- Adjourner Boundary line
—	- Annexed Boundary line
—	- Easement line

Annexation Plat
Oak Lawn Mobile Estates
300 West Jackson Street
City of Morton
County of Tazewell
State of Illinois

Millman Surveying, Inc.
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
www.millmanland.com

MSI 42317
01/03/2018

millman
National Land Services

Annexation Description: Oak Lawn Mobile Estates

Situated in the City of Morton, County of Tazewell and State of Illinois. Known as being part of the Southwest $\frac{1}{4}$ of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, being a part of a parcel of land now or formerly conveyed to OAK LAWN REAL ESTATE, LLC, an Illinois limited liability company, as recorded in Document No. 201200026597 of Tazewell County records and being more particularly described as follows:

BEGINNING at a point on the dividing line between the lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009) and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-002) and said point being located by the following 2 courses and distances:

- A. South 00°25'53" East a distance of 822.53 feet from the Center Section East line of the Southwest quarter of Section 7, Township 25 North Range 3 West of the Third Principle meridian, thence
- B. Along the lands of Oak Lawn Estate LLC (Parcel ID 06-06-07-300-009) South 88°19'07" W a distance of 273.95 feet to the point and place of beginning; thence

1. Running through the lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009) South 00°25'53" East, a distance of 206.05 to a point, thence
2. Continuing through the same South 88°19'07" West, a distance of 205.05 feet to a point in the dividing line between Oak Lawn Real Estate LLC (PID 06-06-07-300-008) and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009), thence
3. Along the aforesaid dividing line North 00°25'53" East, a distance of 206.05 feet to an iron pipe found, thence
4. Along the dividing line between the lands of Oak Law Real Estate LLC (PID 06-06-07-300-009) and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-002), North 88°19'07" East a distance of 205.05 feet to the POINT OF BEGINNING.

Containing: 42,240 square feet or 0.970 acres of land.

Annexation Plat Oak Lawn Mobile Estates 300 West Jackson Street City of Morton County of Tazewell State of Illinois	Millman Surveying, Inc. 4111 Bradley Circle NW Canton, OH 44718 Phone: 800-520-1010 www.millmanland.com	MSI 42317 01/03/2018 millman National Land Services
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Situated in the City of Morton, County of Tazewell and State of Illinois. Known as being part of the Southwest $\frac{1}{4}$ of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, being a part of a parcel of land now or formerly conveyed to OAK LAWN REAL ESTATE, LLC, an Illinois limited liability company, as recorded in Document No. 201200026597 of Tazewell County records and being more particularly described as follows:

BEGINNING at a point on the dividing line between the lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009 and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-002) and said point being located by the following 2 courses and distances:

- A. South $00^{\circ}25'53''$ East a distance of 822.53 feet from the Center Section East line of the Southwest quarter of Section 7, Township 25 North Range 3 West of the Third Principle meridian, thence
- B. Along the lands of Oak Lawn Estate LLC (Parcel ID 06-06-07-300-009) South $88^{\circ}19'07''$ W a distance of 273.95 feet to the point and place of beginning; thence

1. Running through the lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009) South $00^{\circ}25'53''$ East, a distance of 206.05 to a point, thence

2. Continuing through the same South $88^{\circ}19'07''$ West, a distance of 205.05 feet to a point in the dividing line between Oak Lawn Real Estate LLC (PID 06-06-07-300-008) and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009), thence

3. Along the aforesaid dividing line North $00^{\circ}25'53''$ East, a distance of 206.05 feet to an iron pipe found, thence

4. Along the dividing line between the lands of Oak Law Real Estate LLC (PID 06-06-07-300-009 and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-002), North $88^{\circ}19'07''$ East a distance of 205.05 feet to the POINT OF BEGINNING.

Containing: 42,240 square feet or 0.970 acres of land.

Situated in the City of Morton, County of Tazewell and State of Illinois. Known as being part of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 7, and part of the Northwest $\frac{1}{4}$ of Section 18, both on Township 25 North, Range 3 West of the Third Principal Meridian, being a parcel of land now or formerly conveyed to OAK LAWN REAL ESTATE, LLC, an Illinois limited liability company, as recorded in Document No. 201000006543 of Tazewell County records and being more particularly described as follows:

BEGINNING at an iron pipe found on the Southwest Quarter East line of Section 7, being located South 00°25'53" East a distance of 822.53 feet from the center section of aforesaid section 7, Running thence

1. Along the lands of Oak Lawn Estate LLC (Parcel ID 06-06-07-300-009) South 88°19'07" W a distance of 479.00 feet to an iron pipe found; thence

2. Continuing along the same South 00°25'53" East a distance of 2811.63 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795 on a non-tangent arc; thence

Running the following courses and distances along the northeasterly right of way line of West Jefferson Street

3. Along a non-tangent arc to the right with an arc length of 321.98 feet, with a radius of 2066.25 feet, with a delta angle of 08°55'42", with a chord bearing of North 70°17'53" West, with a chord length of 321.65 feet, to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795

4. North 65°35'53" West, a distance of 348.71 feet, to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

5. North 60°29'53" West a distance of 435.45 to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795 thence;

6. Along the lands of Milton S. Grimm and Shirley M. Grimm (PID 06-06-07-300-013) North 00°31'53" West a distance of 1847.84 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

Running the following courses along the lands of MR2 Holdings LLC & Mark L Reecy Manager (PID 06-06-07-300-003)

7. North 88°33'29" East a distance of 632.15 feet, to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

8. North 00°10'07" East a distance of 494.00 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

9. S 88°19'07" West a distance of 21.24 feet to an iron pipe (bent), thence

10. North 28°03'07" East a distance of 570.11feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

11. North 59°52'53" West a distance of 25.02 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

12. South 28°03'07" West a distance of 585.29 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

13. South 88°19'07" West a distance of 403.30 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

14. South 00°10'07" West a distance of 330.70 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

15. Along the lands of MR2 Holdings LLC & MArk L Reecy Manager (PID 06-06-07-300-003) and extending along the lands of Robert C. Miller and Linda S. Miller (PID 06-06-07-300-014) South 88°19'07" West a distance of 200.87 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

16. Along the lands of Milton S. Grimm and Shirley M. Grimm (PID 05-05-12-400-005) and extending along lands of Robert C. Miller and Linda S. Miller (PID 05-05-12-400-013), other lands of Milton S. Grimm (PID 05-05-12-400-012) and (PID 05-05-12-400-002), lands of Milton S. Grimm & Shirley M. Grimm (PID 05-05-12-400-010) and lands of Dana A Taufer & Kristine Trust (PID 05-05-12-218-002) North 00°31'53" West a distance of 1487.55 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence

Running the following courses and distances along the southwesterly right of way line of West Jackson Street a/k/a U.S. Route 150

17. South $72^{\circ}58'12''$ East a distance of 285.00 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence
18. South $66^{\circ}31'24''$ East a distance of 493.70 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence
19. Along a non-tangent arc to the right with an arc length of 956.02 feet, with a radius of 3366.27 feet, with a chord bearing of South $55^{\circ}24'27''$ East, with a chord length of 952.81 feet to a set 5/8" Iron pin w/Cap stamped MSI PLS 3795; thence
20. Along the lands of Morton Park District (PID 06-06-07-403-010) and extending along the lands of Douglas W & Julia E Hischke (PID 06-06-07-403-001) South $00^{\circ}25'53''$ East a distance of 298.90 feet to the point and POINT OF BEGINNING.

This property contains 82.018 acres (3,572,712 square feet)

ORDINANCE NO. 17-36

AN ORDINANCE ANNEXING A TRACT OF LAND BEING 0.9699 ACRES, MORE OR LESS, BEING A PART OF PARCEL 06-06-07-300-009

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; and

WHEREAS, said tract 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, the Village of Morton does not provide public library services and, therefore, no Notice is needed to be given to the Morton Public Library; 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, a Notice of Public Hearing before the Plan Commission on a proposed annexation agreement between the Village of Morton and Oak Lawn Real Estate LLC and Mark L. Reecy Trust #8107 dated 3/31/2010 was duly published in the Peoria Journal Star on January 6, 2018; and

WHEREAS, on the 22nd day of January, 2018, 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 Morton Plan Commission after due consideration has recommended to the Board of Trustees of the Village of Morton, Illinois, that the property described herein be annexed and zoned as herein set forth; 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 will enter into contemporaneously with the passage of this ordinance a certain 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, Illinois, that the herein described tract of real estate 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 the herein described tract of real estate be zoned as herein set forth.

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

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

Situated in the City of Morton, County of Tazewell and State of Illinois. Known as being part of the Southwest ¼ of Section 7, Township 25 North, Range 3 West of the Third Principal Meridian, being a part of a parcel of land now or formerly conveyed to OAK LAWN REAL ESTATE, LLC, an Illinois limited liability company, as recorded in Document No. 201200026597 of Tazewell County records and being more particularly described as follows:

BEGINNING at a point on the dividing line between the lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009 and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-002) and said point being located by the following 2 courses and distances:

- A. South $00^{\circ}25'53''$ East a distance of 822.53 feet from the Center Section East line of the Southwest quarter of Section 7, Township 25 North Range 3 West of the Third Principle meridian, thence
- B. Along the lands of Oak Lawn Estate LLC (Parcel ID 06-06-07-300-009) South $88^{\circ}19'07''$ W a distance of 273.95 feet to the point and place of beginning; thence

1. Running through the lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009) South $00^{\circ}25'53''$ East, a distance of 206.05 to a point, thence

2. Continuing through the same South $88^{\circ}19'07''$ West, a distance of 205.05 feet to a point in the dividing line between Oak Lawn Real Estate LLC (PID 06-06-07-300-008) and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-009), thence

3. Along the aforesaid dividing line North $00^{\circ}25'53''$ East, a distance of 206.05 feet to an iron pipe found, thence

4. Along the dividing line between the lands of Oak Law Real Estate LLC (PID 06-06-07-300-009 and other lands of Oak Lawn Real Estate LLC (PID 06-06-07-300-002), North $88^{\circ}19'07''$ East a distance of 205.05 feet to the POINT OF BEGINNING.

PIN- Part of 06-06-07-300-009

SECTION II: 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 III: That the Notice and Affidavit of Mailing of Notice to the Morton Fire Protection District marked "Exhibit B" be made an express part of this ordinance.

SECTION IV: 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 the execute same.

SECTION V: 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 VI: That the aforescribed property shall be zoned in the MH Mobile Home District.

SECTION VII: That this ordinance shall be in full force and effect upon the eleventh day after service by certified mail of the notice directed to the Trustees of the Morton Area Fire Protection District.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2018; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED AND APPROVED this _____ day of _____, 2018.

President

ATTEST:

Village Clerk

AFFIDAVIT OF SERVICE

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

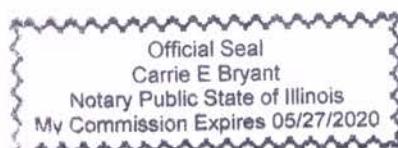
Patrick B. McGrath, being first duly sworn, deposes and says on oath that as Corporation Counsel of the Village of Morton she did cause the foregoing Notice to be served upon the Trustees of the Morton Area Farmers' Fire Protection District, and each of them, by mailing a true and correct copy of the same by certified mail to the said Trustees at the addresses set forth below their names on the 29 day of January, 2018, by depositing same in the United States Mail at Morton, Illinois, Certified, Postage Prepaid.



Patrick B. McGrath, Corporation Counsel

Subscribed and sworn to before me this 29th day of January, 2018.

Carrie E. Bryant
Notary Public



PRE-ANNEXATION AGREEMENT
between
THE VILLAGE OF MORTON, ILLINOIS
and
OAK LAWN REAL ESTATE LLC
And
MARK L. REECY TRUST #8107 DATED 3/31/2010

THIS AGREEMENT is made this _____ day of _____, 2018, by
and between the VILLAGE OF MORTON, a municipal corporation of the County of Tazewell
and State of Illinois, hereinafter called "VILLAGE," and OAK LAWN REAL ESTATE, LLC and
MARK L. REECY TRUST #8107 DATED 3/31/2010, hereinafter collectively 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 on Exhibit A
attached hereto; and

WHEREAS, as required by statute and ordinance, pursuant to published notice a public
hearing was held by the Plan Commission of the Village of Morton on the proposed Pre-
Annexation Agreement and 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. A copy of said annexation plat is attached hereto as Exhibit B and incorporated herein by reference thereto.

2. The VILLAGE agrees that it will annex the property described above and that same will be zoned MH Mobile Home District.

3. OWNER shall pay the customary annexation fee or development fee established by Village ordinance, which fee 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 may 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 they expressly waive any rights they have 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 _____
Its President

ATTEST:

Village Clerk

OWNER:

OAK LAWN REAL ESTATE, LLC
An Illinois limited liability company

By _____
Mark L. Reecy, Manager

MARK L. REECY TRUST #8107
dated 3/31/2010

By: _____
Mark L. Reecy, Trustee

ORDINANCE NO. 17-37

**AN ORDINANCE MAKING AMENDMENTS REGARDING MURALS TO SECTION 10-9-8 OF
CHAPTER 9 OF TITLE 10 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 President and Board of Trustees desire to make certain amendments to the Morton Municipal Code to permit and encourage art murals within 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 the Morton Municipal Code is hereby amended by inserting a new Section 10-9-8 which shall be as follows:

10-9-8: MURALS:

- (A) Purpose: The purpose is to permit and encourage art murals on a content-neutral basis on certain terms and conditions. It is not the intent of this ordinance to deny or restrict material protected by the First Amendment. Art murals comprise a unique medium of expression which serves the public interest. Art murals have purposes distinct from signs and confer different benefits. Such purposes and benefits include: improved aesthetics; avenues for original artistic expression; public access to original works of art; community participation in the creation of original works of art; community building through the presence of and identification with original works of art; and a reduction in the incidence of graffiti and other crime. Murals can increase community identity and foster a sense of place and enclosure if they are located at heights and scales visible to pedestrians, are retained for longer periods of time and include a neighborhood process for discussion. This ordinance also allows murals on historic property in a way that will not diminish the historic or character-defining features of the property.
- (B) Permitted Murals: Art Murals that meet all of the following criteria are permitted in all non-residential zoning districts and on structures with legal non-residential uses in residential zoning districts, upon satisfaction of the applicable permit requirements.
- (C) Prohibited Murals. The following are prohibited:
 1. Murals on structures with solely a single-family or multi-family residential use and associated accessory structures in residential zoning districts.

2. Murals which would result in a property becoming out of compliance with the provisions of Village Code, or land use conditions of approval for the development on which the mural is to be located.
3. Murals of any material characterized as "obscene" as defined by Section 6-2-18 of the Village Code.

(D) **Administrative Review Process:** Art murals shall not be installed without first obtaining a permit from the Village of Morton Director of Planning and Zoning. If an application is denied by the Village of Morton Director of Planning and Zoning the applicant may appeal such denial to the Village Board. All applicants must submit the following information for any mural permit to be considered:

1. Building elevation drawn to scale, and one 8.5" x 11" reduction suitable for photo copying, that identifies:
 - (a) The façade on which the mural is proposed;
 - (b) The location of existing and proposed murals;
 - (c) The mural dimensions; and
 - (d) The height of the mural above grade.
2. Site plan drawn to scale and one 8.5" x 11" reduction suitable for photocopying that identifies:
 - (a) Property lines;
 - (b) Building location and façade on which the mural will be located;
 - (c) Names of streets that abut site; and
 - (d) North arrow.
3. Written description of the type of mural (painted, mosaic, etc.) and details showing how the mural is affixed to the wall surface.
4. Written consent from the building owner.
5. No fee is required for approval of a mural.

(E) **Design Requirements.**

1. No part of the mural shall extend above the roof line.
2. The mural shall not extend more than 6 inches from the plane of the wall upon which it is tiled or painted or to which it is affixed.

(F) **Expiration, Maintenance, Alterations, and Removal of Mural.**

1. Expiration. If the mural is not completed within six months of issuance of a mural permit, the permit is void, and no further work on the mural may be done at the premises until a new permit has been secured.
2. Maintenance. Building owners are responsible for ensuring that a permitted mural is maintained in good condition and is repaired in the case of vandalism or accidental destruction. Muralists and building owners are encouraged to consider protective clear top coatings, cleanable surfaces, and/or other measures that will discourage vandalism or facilitate easier and cheaper repair of the mural if needed.
3. Alterations to the mural area may be allowed, but must be approved by obtaining new permit through the process described in Section 10-9-8(D).
4. Grandfather Clause. Any displays constituting murals under this Section currently in existence at the time of approval of this ordinance shall be deemed to be allowed under this ordinance. Any material alterations, other than routine maintenance, to such a mural would be subject to the provisions herein.

BE IT FURTHER ORDAINED that Section 10-9-8 of the Morton Municipal Code is hereby renumbered 10-9-9 and all subsequent Sections are hereby renumbered accordingly.

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 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 _____, 2017; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2017.

President

ATTEST:

Village Clerk

ORDINANCE NO. 17-38

**AN ORDINANCE MAKING AMENDMENTS REGARDING SOLAR ENERGY SYSTEMS TO CHAPTER
4 OF TITLE 10
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 President and Board of Trustees desire to amend Chapter 4 of Title 10 of the Village Code of the Village of Morton to provide regulations regarding solar energy systems.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF MORTON**, Tazewell County, Illinois, that Chapter 4 of Title 10 of the Morton Municipal Code is hereby amended by inserting a new Section 10-4-18 which shall be as follows:

10-4-18 Solar Energy Systems:

(A) Purpose: The purpose of this ordinance is to facilitate the construction, installation, and operation of Solar Energy Systems (SES) in the Village of Morton in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. It is the intent of this ordinance to encourage the development of SESs that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation. This ordinance is not intended to abridge safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

(B) Definitions:

1. **BUILDING INTEGRAATED PHOTOVOLTAIC SYSTEMS:** A solar energy system that consists of integrating photovoltaic modules into the building structure as the roof or façade and which does not alter the relief of the roof.
2. **COLLECTIVE SOLAR:** Solar installations owned collectively through subdivision homeowner associations, college student groups, or other similar arrangements.

3. COMMERCIAL/LARGE SCALE SOLAR FARM: A utility scale commercial facility that converts sunlight to electricity, whether by photovoltaics, concentrating solar thermal devices, or various experimental technologies for onsite or offsite use with the primary purpose of selling wholesale or retail generated electricity.
4. COMMUNITY SOLAR GARDEN: A community solar-electric (photovoltaic) array, of no more than 5 acres in size, that provides retail electric power (or financial proxy for retail power) to multiple households or businesses residing in or located off-site from the location of the solar energy system.
5. GROUND MOUNT SOLAR ENERGY SYSTEM: A solar energy system that is directly installed into the ground and is not attached or affixed to an existing structure.
6. NET METERING: A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.
7. PHOTOVOLTAIC SYSTEM: A solar energy system that produces electricity by the use of semiconductor devices called photovoltaic cells that generate electricity whenever light strikes them.
8. QUALIFIED SOLAR INSTALLER: A trained and qualified electrical professional who has the skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved.
9. ROOF MOUNT: A solar energy system in which solar panels are mounted on top of a building roof as either a flush mounted system or as modules fixed to frames which can be tilted toward the south at an optical angle.
10. SOLAR ACCESS: Unobstructed access to direct sunlight on a lot or building through the entire year, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.
11. SOLAR COLLECTOR: A device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical or electrical energy.
12. SOLAR ENERGY: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
13. SOLAR ENERGY SYSTEM (SES): The components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any

fencing. The term applies, but is not limited to, solar photovoltaic systems, solar thermal systems and solar hot water systems.

14. SOLAR STORAGE BATTERY/UNIT: A component of a solar energy device that is used to store solar generated electricity or heat for later use.

15. SOLAR THERMAL SYSTEMS: Solar thermal systems directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water and heating pool water.

(C) Permitted Ground Mount and Roof Mount SES: Ground Mount SES shall be permitted as an accessory use in all zoning districts where there is a principal structure. Roof Mount SES shall be a special use in all zoning districts and shall only be located on a principal structure only. A building permit shall be required to construct a ground mount or roof mount SES. An application shall be submitted to the Village Plan Commission in compliance with Title 10 Chapter 10 of the Morton Municipal Code and in addition to all requirements of Title 10 Chapter 10 additional information shall be provided to demonstrate compliance with the following restrictions:

1. Height:

- (a) Building or roof mounted solar energy systems shall not exceed the maximum allowed height for principal structures in any zoning district.
- (b) Ground or pole-mounted solar energy systems shall not exceed 20 feet in height which oriented at maximum tilt.
- (c) Ground mounted solar energy systems may not be placed in the front yard.

2. Setbacks:

- (a) Ground mounted solar energy systems shall meet the applicable setbacks for the zoning district in which the unit is located.
- (b) Ground mounted solar energy systems shall not extend beyond the side yard or rear yard setback when oriented at minimum design tilt.
- (c) In addition to building setbacks the collector surface and mounting devices for roof mounted systems shall not extend beyond the exterior perimeter of the building on which the systems is mounted or built, unless the collector or mounting system has been engineered to safely extend beyond the edge, and setback requirements are not violated. Exterior piping for solar thermal systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure.

3. Reflection Angles: Reflection angles for solar collectors shall be oriented such that they do not project glare onto adjacent properties.

4. Visibility: Solar energy systems shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the North while still providing adequate solar access for collectors.

5. Safety:

- (a) Roof or building mounted solar energy systems, excluding building integrated systems, shall allow for adequate roof access for firefighting purposes to the south facing or flat roof upon which the panels are mounted.
- (b) Roof or building mounted solar energy systems shall meet the requirements of the Morton Municipal Code regarding building regulations.
- (c) All solar energy system installations shall be performed by a qualified solar installer.
- (d) Any connection to the public utility grid shall be inspected by the appropriate public utility.
- (e) All solar energy systems shall be maintained and kept in good working order. If it is determined that a solar energy system is not being maintained, kept in good working order, or is no longer being utilized to perform its intended for 6 consecutive months, the property owner shall be given 30-day notice for removal or repair of the unit and all equipment. If the solar energy system is not removed or repaired within thirty (30) days, then a notice of violation and a notice to appear before the Zoning Board of Appeals as an ordinance violation.

6. Approved Solar Components: Electric Solar energy system components shall have a UL listing or approved equivalent and solar hot water systems shall have an SRCC rating.

7. Restrictions on Solar Energy Systems Limited: Consistent with 765 ILCS 165/1 et seq. no homeowner's agreement, covenant, common interest community or other contracts between multiple property owners within a subdivision of unincorporated Village of Morton shall prohibit or restrict homeowners from installing solar energy systems.

(D) Building Integrated Systems. Building Integrated Photovoltaic Systems shall be permitted as a special use in all Zoning Districts.

(E) Community Solar Gardens (SES). Development of Community Solar Gardens is permitted by Special Use as a principal use in all zoning districts subject to the following requirements:

- 1. Rooftop Gardens Permitted: Rooftop gardens are a special use in all zoning districts where buildings are permitted.
- 2. Ground Mount Gardens: Ground mount community solar energy systems must be less than five (5) acres in total size, and require a Special Use in all districts. Ground-

mount solar developments covering more than five (5) acres shall be considered a solar farm.

3. Interconnection: An interconnection agreement must be completed with the electric utility in whose service the territory the system is located.
4. Dimensional Standards: All solar garden related structures in newly platted and existing platted subdivisions shall comply with the applicable setback, height, and coverage limitations for the district in which the system is located.

5. Other Standards:

- (a) Ground Mount Systems shall comply with all required standards for structures in the district in which the system is located.
- (b) All solar gardens shall comply with Article 10 Chapter 10 procedures regarding special use permits.
- (c) All solar gardens shall also comply with all other State and Local requirements.

(F) Commercial/Large Scale Solar Farm (SES): Ground Mount solar energy systems that are the primary use of the lot, designed for providing energy to off-site uses or export to the wholesale market require a Special Use, and shall be permitted with such special use only in the I-2 Districts. The following information shall also be submitted as part of the application and/or the following restrictions shall apply:

1. A site plan with existing conditions showing the following:

- (a) Existing property lines and property lines extending one hundred feet from the exterior boundaries including the names of adjacent property owners and the current use of those properties.
- (b) Existing public and private roads, showing widths of the road and any associated easements.
- (c) Location and size of any abandoned wells or sewage treatment systems.
- (d) Existing buildings and impervious surfaces.
- (e) A contour map showing topography at two (2) foot intervals. A contour map of surrounding properties may also be required.
- (f) Existing vegetation (list type and percent of coverage: i.e. cropland/plowed fields, grassland, wooded areas, etc.)
- (g) Any delineated wetland boundaries.
- (h) A copy of the current FEMA FIRM maps that shows the subject property including the one-hundred-year floor elevation and any regulated flood protection elevation, if available.
- (i) Surface water drainage patterns.
- (j) The location of any subsurface drainage tiles.

2. A Site Plan of proposed conditions showing the following:

- (a) Location and spacing of the solar panels
- (b) Location of access roads.
- (c) Location of underground or overhead electric lines connecting the solar farm to a building, substation or other electric load
- (d) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.

3. Fencing and Weed/Grass Control:

- (a) The applicant shall submit an acceptable weed/grass control plan for property inside and outside the fenced area for the entire property. The Operating Company or Successor during the operation of the Solar Farm shall adhere to the weed/grass control plan.
- (b) Perimeter fencing having a maximum height of eight (8) feet shall be installed around the boundary of the solar farm. The fence shall contain appropriate warning signage that is posted such that it is clearly visible on the site.
- (c) The applicant shall maintain the fence and adhere to the weed/grass control plan. If the Operating Company does not adhere to the proposed plan a fine of \$500 per week will be assessed until the Operating Company or Successor complies with the weed/grass control and fencing requirements.

4. Manufacturers Specifications: The manufacturer's specifications and recommended installation methods for all major equipment, including solar panels, mounting systems and foundations for poles and racks.

5. Connection and Interconnection:

- (a) A description of the method of connecting the SOLAR array to a building or substation.
- (b) Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.

6. Setbacks: A minimum of fifty (50) feet must be maintained on all property lines. Solar panels shall be kept at least five hundred (500) feet from a residence that is not part the Special Use permit.

7. Fire Protection: A fire protection plan for the construction and the operation of the facility, and emergency access to the site.

8. Endangered Species and Wetlands: Solar Farm developers shall be required to initiate a natural resource review consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat consultation shall be borne by the developer.
9. Road Use Agreements: All routes on Village Roads that will be used for the construction and maintenance purposes shall be identified on the site plan. All routes for either egress or ingress need to be shown. The routing shall be approved subject to the approval of the Village of Morton. The Solar Farm Developer shall complete and provide a preconstruction baseline survey to determine existing road conditions for assessing potential future damage due to development related traffic. The development shall provide a road repair plan to ameliorate any and all damage, installation or replacement of roads that might be required by the Village or the Developer. The developer shall provide a letter of credit or surety bond in an amount and form approved by Village officials when warranted.
10. Decommissioning of the Solar Farm: The Developer shall provide a decommissioning plan for the anticipated service life of the facility or in the event the facility is abandoned or had reached its life expectancy. If the solar farm is out of service or not producing electrical energy for a period of twelve (12) months, it will be deemed nonoperational and decommissioning and removal of that facility will need to commence according to the decommissioning plan as provided and approved. A cost estimate for the decommissioning of the facility shall be prepared by a professional engineer or contractor who has expertise in the removal of the solar farm. The decommissioning cost estimate shall explicitly detail the cost before considering any projected salvage value of the out of service solar farm. The decommissioning cost shall be made by a cash, surety bond or irrevocable letter of credit before construction commences. Further a restoration plan shall be provided for the site with the application. The decommissioning plan shall have the following provided:
 - (a) Removal of the following within six (6) months:
 - (1) All solar collectors and components, aboveground improvements and outside storage.
 - (2) Foundations, pads and underground electrical wires ad reclaim site to a depth of four (4) feet below the surface of the ground.
 - (3) Hazardous material from the property and dispose in accordance with Federal and State law.
 - (b) The decommissioning plan shall also recite an agreement between the applicant and the Village that:

- (1) The financial resources for decommissioning shall be in the form of a Surety Bond, or shall be deposited in an escrow account with an escrow agent acceptable to the Zoning Enforcement Officer.
 - (2) A written escrow agreement will be prepared, establishing upon what conditions the funds will be disbursed.
 - (3) The Village shall have access to the escrow account funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the applicant within six (6) months of the end of project life or facility abandonment.
 - (4) The Village is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning.
 - (5) The Village is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the Village's right to seek reimbursement from applicant or applicant successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.
- (G) Compliance with Building Code. All solar energy systems shall comply with the ordinances of the Village of Morton as well as all Federal and State requirements.
- (H) Liability Insurance. The owner operator of the solar farm shall maintain a current general liability policy covering bodily injury and property damage and name the Village of Morton as an additional insured with limits of at least two million dollars (\$2,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate with a deductible of no more than five thousand dollars (\$5,000.00).
- (I) Administration and Enforcement. The Zoning Enforcement Officer shall enforce the provisions of this section through an inspection of the solar farm every year. The Zoning Enforcement Officer is hereby granted the power and authority to enter upon the premises of the solar farm at any time by coordinating a reasonable time with the operator/owner of the facility. Any person, firm or corporation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this section may face fines of not less than twenty-five dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00) for each offense.

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 _____, 2017; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2017.

President

ATTEST:

Village Clerk

PRELIMINARY PLAT OF "SARA GRIMM SUBDIVISION"

PART OF TRACT "N" AS SHOWN ON A PLAT OF SURVEY BY KINGDON & NAVEN, RECORDED IN BOOK 890, PAGE 275, AN IRREGULAR PARCEL CONSISTING OF PART OF THE FORMER PEINDEL COMPANY PROPERTY, LYING ADJACENT TO TRACTS "I" AND "N" AS SHOWN IN BOOK 862, PAGE 676, AND PART OF THE VACATED FIRST STREET RIGHT OF WAY AS SHOWN IN BOOK 2074, PAGE 333, IN THE TAZEWELL COUNTY RECORDER'S OFFICE, ALL BEING IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MORTON, COUNTY OF TAZEWELL AND STATE OF ILLINOIS.

S. MAIN STREET



LEGEND

- PROPOSED SUBDIVISION AND LOT LINES
- ADJACENT PROPERTY LINE
- BUILDING SETBACK LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING FENCE
- VACATED FIRST ST. RIGHT OF WAY
- FOUND IRON ROD / PIPE, REBAR / RR SPKE
- MEASURED BEARING & DISTANCE
- TAZEWELL COUNTY RECORDER'S OFFICE
- PERTAINS TO LINE IN LINE TABLE



NOTES:

DATUM BASED ON VILLAGE OF MORTON G 15 CONTROL (NORTH AMERICAN DATUM OF 1933)

NAD 83: 1997 ADJUSTMENT, ILLINOIS WEST ZONE, (202)

AREA OF SUBDIVISION = 0.465 ± ACRE

PROPERTY SHOWN HEREON IS ZONED B-2 GENERAL BUSINESS DISTRICT

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE X, AREA D DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS PER FLOOD INSURANCE RATE MAP (FIRMAP) ID: 17119C022E.

PROPERTY PANEL NO. 176650-0202 E, EFFECTIVE DATE FEBRUARY 17, 2017.

OWNER: SARA F. GRIMM

320 S. MAIN STREET
MORTON, IL 61550

DEVELOPER: SARA F. GRIMM

CHARMANI

VILLAGE OF MORTON CLERK'S CERTIFICATE

STATE OF ILLINOIS,)
COUNTY OF TAZEWELL,)
VILLAGE OF MORTON,)
CITY OF TAZEWELL,)
STATE OF ILLINOIS,)
COUNTRY OF TAZEWELL,)
S. J. CHARMANI, CLERK OF THE VILLAGE OF MORTON, ILLINOIS, DO HEREBY CERTIFY THAT THE PRELIMINARY PLAT OF "SARA GRIMM SUBDIVISION" WAS APPROVED BY THE PRESIDENT AND

BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS, AT ITS REGULARLY SCHEDULED MEETING HELD ON THE

DAY OF DECEMBER, 20,

BY THE VILLAGE CLERK,

P.I.N. 06-06-20-226-015

(26.96)

RECORDED THIS DAY OF DECEMBER, 20,

BY THE SURVEYOR,

P.I.N. 06-06-20-226-015

(26.96)

RECORDED THIS DAY OF DECEMBER, 20,

BY THE CLERK,

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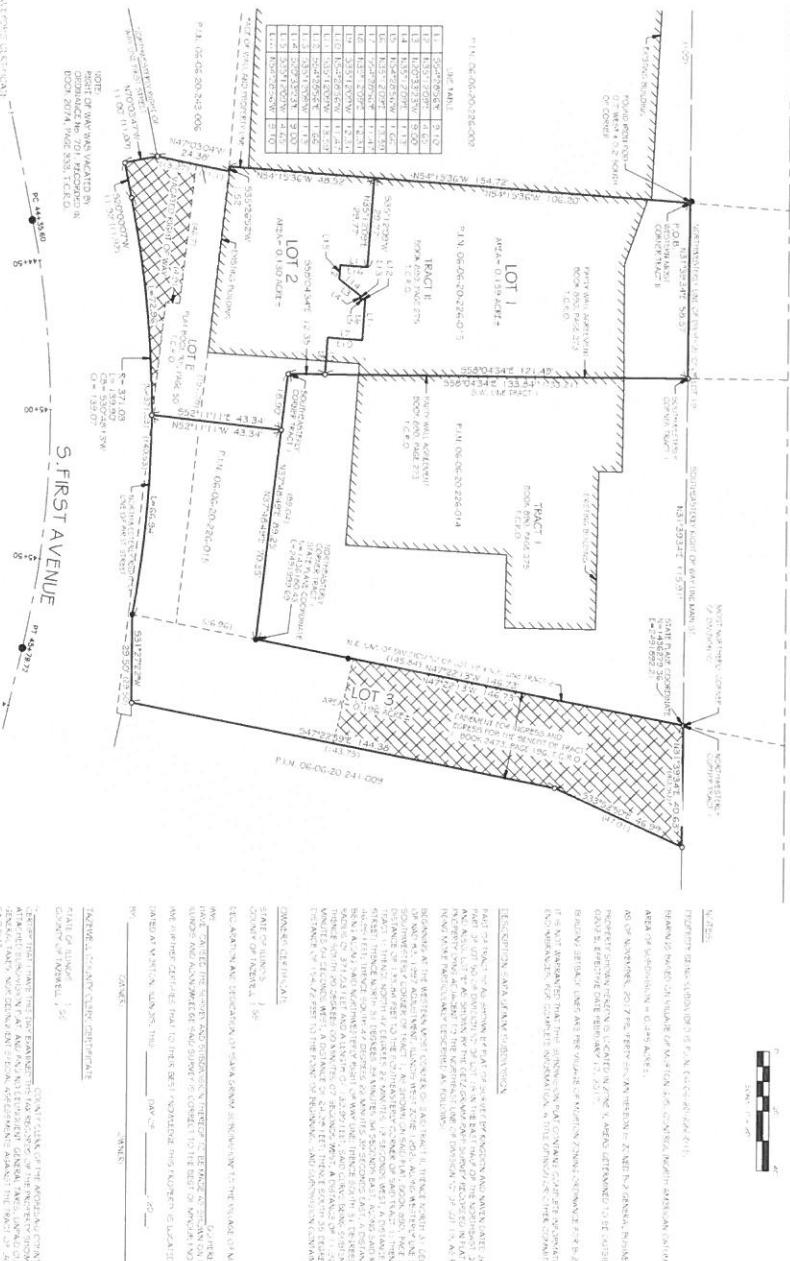
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FINAL PLAT OF "SARA GRIMM SUBDIVISION"

SIGHTED ON TRACT IN A LOT OF SURVEY BY RUGGLES & REVELL LOCATED IN BODDIE ROAD 25-250 LOT 15
SHOWN BY THE GETTYSBURG MAP SURVEY AS RECORDED IN PLAT BOOK 11 PAGE 400 AND IN PORTUGUEZ PARCEL CONSISTING OF PART OF
THE WAGGONER PINEHORN COMPANY PROPERTY Lying Adjacent To TOWNS 14 AND 15 AS SHOWN IN BOOK 52 PAGE 576 AND PART OF
BLOCKS IN PART OF THE EAST HALF OR THE NORTHEAST QUARTER OF SECTION 20 TOWNSHIP 25 NORTH RANGE 3 WEST OF THE THIRD
PRINCIPAL MERIDIAN IN THE VILLAGE OF MORTON COUNTY OF TATEVILLE AND STATE OF ILLINOIS

5. MAIN STREET



159

LEGEND

LIVE IN LONDON (PAGE 22) IS THE HOME OF PROGRESS, AND LEARNIN' CANADIAN CARS ARE MARCH 20, 1915, WITH
THE AUTOMOBILE AND MOTOR CYCLE SHOW AT THE VENUE OF THE NATIONAL EXHIBITION CENTER.

AN INTEGRATED CLOUD COMPUTING AND MOBILE COMPUTING SYSTEM FOR PREDICTION OF TROPICAL CYCLONES

CLARK COUNTY, NEVADA. — County Clerk of Clark County, Nevada, reported that during the month of October, 1907, he issued marriage licenses to 1,000 persons, and that during the same month, 1,000 divorces were granted.

OPEN UNDER ANY HAND AND SEASIDE — DAY OR
CONV'S CAFE. — DINNER CAFE

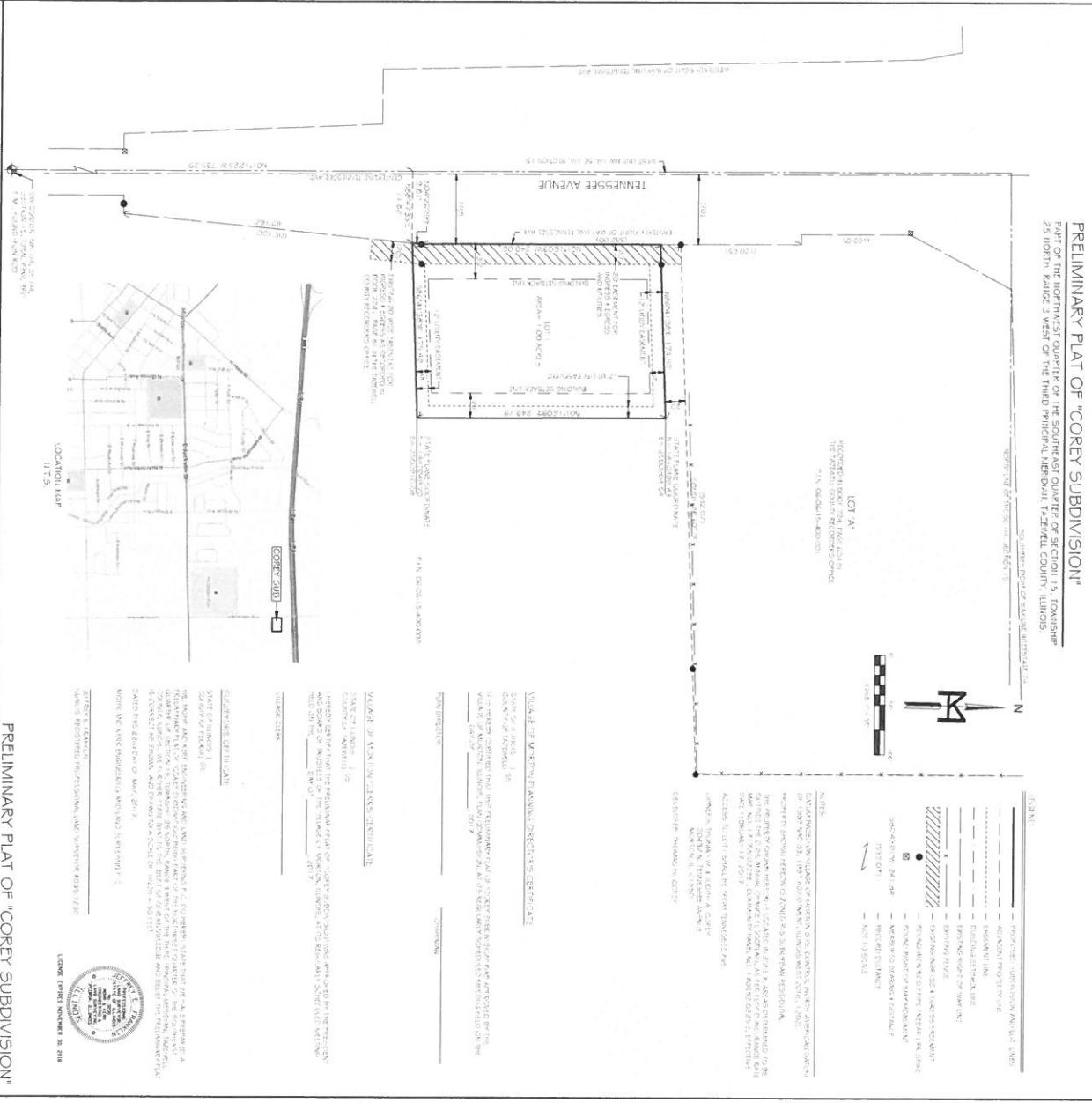
CLIENT: SARA GRIMM

FINAL PLAT OF "SARA GRIMM SUBDIVISION"

PROJ. NAME: ETS ALBION P. A.
OWNER: REED MARSH CONSULTING OF PARK
CITY, UTAH
ARCHITECT: REED MARSH CONSULTING OF PARK
CITY, UTAH
GENERAL CONTRACTOR: BURKE CONSTRUCTION
COMPANY OF PARK CITY, UTAH
DRAWING NO.: 17-165
SHEET NO.: 1
DRAWING DATE: 10/10/01

PRELIMINARY PLAT OF "COREY SUBDIVISION"

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



PRELIMINARY PLAT OF "COREY SUBDIVISION"



MOHR & KERR ENGINEERING & LAND SURVEYING P.C.
1000 Park Street, Suite 1100 • Denver, CO 80203-3114
Phone: (303) 296-1114 • Fax: (303) 296-1115
E-mail: info@mkpc.com

