

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
MONDAY, JUNE 1, 2020 – 7:00 P.M.

REMOTE ONLY MEETING

LINK TO JOIN ZOOM MEETING:
<https://us02web.zoom.us/j/88295101271>

PHONE DIAL-IN OPTION:
DIAL (312) 626-6799 MEETING ID: 882 9510 1271 #

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PUBLIC HEARING**
 - A. Public Hearing on Proposed Amendment to Pre-Annexation Agreement with Peoria Sand & Gravel.
- IV. PRESENTATIONS AND SPECIAL REPORTS**
- V. PUBLIC COMMENT**
 - A. Public Comments
 - B. Requests for Removal of Items from the Consent Agenda
- VI. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. Regular Meeting – May 18, 2020
 - B. Approval of Bills.
- VII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- VIII. VILLAGE PRESIDENT**
- IX. VILLAGE CLERK**
- X. VILLAGE ADMINISTRATOR**
- XI. CHIEF OF POLICE**
- XII. CORPORATION COUNSEL**
 - A. Ordinance 21-04 – An Ordinance Authorizing Purchase of 208 E. Tyler St.
- XIII. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XIV. DIRECTOR OF PUBLIC WORKS**
- XV. ZONING AND CODE ENFORCEMENT OFFICER**
 - A. Ordinance 21-02 – An Ordinance Making Amendments Regarding Driveways to Title 10 of the Morton Municipal Code.
 - B. Ordinance 21-03 – An Ordinance Making Amendments Regarding Solar Energy Systems to Title 10 of the Morton Municipal Code.
 - C. Zoning Amendment / Special Use Petition #20-01 ZA/SP – 1610 N. Main St.
- XVI. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Leitch
 - C. Trustee Leman
 - D. Trustee Menold
 - E. Trustee Newman
 - F. Trustee Parrott
- XVII. CLOSED SESSIONS**
- XVIII. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XIX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., MAY 18, 2020**

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

PUBLIC HEARING – None.

PRESENTATIONS – Greg Volle and Teresa DeArcos gave public comments relating to small business reopening plans and what can be done on a local level relative to the orders that have come from the Governor.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – May 4, 2020
- B. Approval of Bills

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

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

VILLAGE PRESIDENT

President Kaufman requested approval of the appointment of Tom Osborne to the Business District Development & Redevelopment Commission, term ending April 30, 2022. 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 ADMINISTRATOR

Administrator Smick presented the Spring 2020 Tourism Committee Grant Recommendations. Trustee Menold moved to approve. 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.

Administrator Smick then presented the Business District Commission Building Improvement Grant Recommendations. Trustee Newman moved to approve. Motion was seconded by Trustee Leitch and approved with the following roll call vote:

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

CHIEF OF POLICE

Chief Hilliard recognized and thanked the Auxiliary Officers who received the 2019 President's Volunteer Service Award. The officers awarded were: Dennis Batzek, Todd Glascock, Kevin Good, Greg Linville, Chris Obourn, Stig Ruxlow, and Pete Zobrist, who volunteered a total of 1,455.50 hours throughout the year.

Chief Hilliard then announced that in collaboration with the Morton VFW and in the interest of public safety due to the Covid-19 pandemic, that the annual Independence Day fireworks celebration has been cancelled, which was originally scheduled for July 3.

DIRECTOR OF PUBLIC WORKS

DPW Loudermilk requested acceptance of proposal through NJPA Sourcewell and from Altorfer Inc. for a 2020 Cat 420F2 IT Backhoe Loader in the amount of \$52,412.00 (includes trade-in of 2015 Cat 420F IT Backhoe Loader). Also includes a 5-year/2,000 hour guaranteed buyback price for \$65,000. Trustee Parrott moved to approve. Motion was seconded by Trustee Blunier and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.

No: None.

Absent: None.

DPW Loudermilk then requested acceptance of proposal from Neff Company/John Deere (Avon, IL) for a 2020 Schulte XH1000 Series 4 Rotary Cutter, 10' in the amount of \$20,950. Trustee Menold moved to approve. Motion was seconded by Trustee Blunier and approved with the following roll call vote:

Yes: Blunier, Leitch, Leman, Menold, Newman, Parrott – 6.

No: None.

Absent: None.

VILLAGE TRUSTEES

BLUNIER – Nothing to report.

LEITCH – Nothing to report.

LEMAN – Nothing to report.

MENOLD – Nothing to report.

NEWMAN – Nothing to report.

PARROTT – Nothing to report.

ADJOURNMENT

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

ATTEST:

PRESIDENT

VILLAGE CLERK

ORDINANCE NO. 21-04

AN ORDINANCE AUTHORIZING PURCHASE OF 208 E. TYLER ST., MORTON IL

WHEREAS, Sandra L. Smith is the owner of certain real property commonly known as 208 E. Tyler St., Morton, Illinois (hereinafter “Subject Property”), and

WHEREAS, the Village of Morton believes other traffic improvements may be necessary to improve traffic safety near the Morton Junior High School, which traffic improvements can be facilitated through ownership of the Subject Property; and

WHEREAS, for the aforesaid reasons, the Village of Morton desires to buy and Sandra L. Smith is willing to sell the Subject Property to the Village of Morton on the terms and conditions more particularly set forth in the agreement attached hereto as exhibit A.

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

SECTION 1: That the contract to purchase real estate attached hereto as Exhibit A is hereby ratified and approved.

SECTION 2. That the President of the Board of Trustees, Village Clerk and Corporation Counsel are authorized and directed to sign all such instruments as may be necessary to effectuate the purchase

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

CONTRACT FOR THE SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD
BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

THIS CONTRACT is entered into between Sandra L. Smith, hereinafter referred to as
SELLER, and Village of Morton, hereinafter referred to as **BUYER**, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** That SELLER sells the following
described real estate, to-wit:

Lot 36 in Moschel & Ackerman addition to the Village of Morton, situated
in Tazewell County, Illinois.

And with common addresses of 208 E. Tyler, Morton IL

PIN: 06-06-16-308-002

EXACT LEGAL DESCRIPTION TO BE FURNISHED AFTER TITLE
COMMITMENT IS RECEIVED AND WILL BE BASED ON TITLE COMMITMENT.

with improvements commonly located thereon, to BUYER, who agrees to pay
\$120,000.00 therefore in the manner following: \$5,000.00 (down payment inclusive of
earnest money) upon the execution of this Agreement:

- | | |
|-----------------------------------|--|
| <u> X </u> | (a) To be held in escrow until closing; |
| <u> </u> | (b) To be delivered to SELLER, receipt of which is hereby
acknowledged. |

and the remainder as required by the closing agent on or before June 19, 2020 and on
receipt of deed.

2. **EVIDENCE OF TITLE:** That not less than 14 days before closing, BUYER will obtain
at BUYER's expense a written commitment from a title insurance company duly
authorized to do business in Illinois, showing title to said premises subject only to matters
to which this sale is subject by the terms hereof and to the customary exceptions
contained in owners policies issued by such company. If written commitment discloses
defects in title other than matters to which this sale is subject by the terms hereof and the
customary exceptions in such policies, then SELLER shall have until date for delivery of
deed to correct such defects. Owners' title policy, in amount of the purchase price for
said premises, will be paid for by the BUYER and issued to BUYER after delivery of
deed.
3. **DEED AND POSSESSION:** That SELLER will cause fee simple title to said real estate
to be conveyed to BUYER, or to such party as BUYER may direct, by Warranty Deed.
SELLER shall deliver possession to BUYER by, on or before the date of closing.

SELLER shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to BUYER.

4. **INSURANCE:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated through the date before closing, and by allowance of SELLER'S share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate.
6. **ENCUMBRANCES:**
 - (a) Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. SELLER'S obligation to obtain mortgage release shall continue until release is obtained and recorded.
 - (b) Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof or BUYER's intended use thereof.
7. **PERSONAL PROPERTY:** That the purchase price expressed above includes the following items which pass to BUYER for no additional consideration in an "AS IS" condition with no warranty or guarantee of any kind: None
8. **INSPECTIONS:**
 - A. FINAL INSPECTION: BUYER shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the BUYER last inspected the property prior to the execution of this Contract, ordinary wear and tear excepted.
9. **SELLER'S WARRANTIES:** SELLER hereby provides the following information concerning the property that is the subject matter of this contract:
 - (a) No work has been done upon, or materials furnished, to the premises, which could give rise to a lien or liens under the Mechanic's Lien laws of the State of Illinois.
 - (b) The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS," subject to BUYER's inspection rights set forth in Paragraph 8.
10. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:

(a) Unless otherwise agreed, both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act; and SELLER shall pay all State, County, and local, if any, tax stamps due as a result of this sale.

(b) When used in this instrument, unless the contract requires otherwise, words importing the masculine gender include the feminine words importing the singular number include plural and words importing the plural number include singular.

(c) It is mutually agreed by and between the parties hereto, that the covenants and agreements, herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties, and that time is of the essence of this contract.

(d) SELLER shall execute at closing a standard SELLER'S Affidavit on the form approved by the Peoria County Bar Association with environmental representations consistent with this contract. SELLER'S Affidavit will be prepared and provided by BUYER or BUYER'S attorney to SELLER. If a term or provision in the standard SELLER'S Affidavit differs from the actual terms and provisions of this contract or any amendments, the terms of SELLER'S Affidavit will be modified to conform with the terms and provisions as provided for in this contract.

(e) Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.

(f) SELLER shall provide reasonable access to BUYER and BUYER'S representative(s) for purposes of inspection(s) and appraisal(s).

11. **ATTORNEYS' FEES AND EXPENSES:** Should either SELLER or BUYER be required to incur attorneys' fees, costs and/or expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this contract, then the party so failing to perform shall be liable to the other party for any reasonable attorneys' fees, costs and expenses (including expenses of litigation) incurred by the other party. This provision shall survive closing and delivery of deeds.
12. **NOTICES, ETC.:** That abstracts, title commitments, communications or notices with referenced to in this contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.
13. **SETTLEMENT:** That closing shall be held at the office of BUYER'S closing agent.
14. **DEFAULT:** In the event that either party should breach this agreement, the other party may provide any and all remedies provided by law.

15. **ESCROWEE:** The parties agree that McGrath Law Office, P.C. is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:

- A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction
- B. Additional conditions: The parties waive the conflict of interest that McGrath Law Office, P.C. may have in acting as both Escrow Agent and Attorney for BUYER

16. **RADON DISCLOSURE:** BUYER acknowledges receipt of a radon pamphlet provided by the IEMA entitled "Radon Testing Guidelines for Real Estate Transactions". Further, the BUYER acknowledges receipt of the Illinois Disclosure of Information form on Radon Hazards prior to executing this contract. SELLER hereby certifies that the information contained in this disclosure is accurate as of the date SELLER signs this contract. BUYER agrees to buy the property that is the subject of this contract with full knowledge of all the information set forth within the Disclosure of Information on Radon Hazards previously furnished to BUYER.

17. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

A. Check one of the following sub-sections, 1, 2, or 3:

- 1) ____ The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.
- 2) X The improvements on the real estate subject to this Contract were built before 1978, but BUYER has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made apart hereof by this reference.)
- 3) ____ This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless BUYER delivers to SELLER a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. SELLER may, at SELLER'S option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If SELLER will correct the condition(s), SELLER shall furnish BUYER with certification from a risk assessor or inspector demonstrating that the

condition(s) has been remedied before the final date of settlement. If SELLER does not elect to make the repairs or remediation, or if SELLER makes a counter-offer, BUYER shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and SELLER shall return the down payment to BUYER. BUYER may remove this contingency at any time without cause. (See the Disclosure Statement attached hereto and made a part hereof by this reference.)

B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, BUYER acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by SELLER concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

18. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

**The remainder of this page is intentionally left blank.
(Signature page follows)**

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals
to several counterparts of this Agreement, of equal effect.

DATED BY BUYER: _____, 20____.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

BUYER:

Village of Morton

By: _____
Jeffrey L. Kaufman, Village President

[The remainder of this page is intentionally left blank]

**THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW
SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals
to several counterparts of this Agreement, of equal effect.

DATED BY SELLER: _____, 20____.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

SELLER:

Sandra L. Smith

[The remainder of this page is intentionally left blank]

**AGENDA
PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.**

TUESDAY, MAY 26, 2020

This will be a remote only meeting through Zoom.

The link to join the Zoom meeting: <https://us02web.zoom.us/j/81071073935>

The dial-in option: 1 312 626 6799. Meeting ID: 810 7107 3935#

I. Call to Order / Roll Call

II. Approval of Minutes

Regular Meeting – January 27, 2020

III. Public Hearing(s):

Petition No. 20-01 ZA/ SP: Subject property is located at SEC 16 T25N R3W MAIN STREET BUSINESS PARK LOT 1 NE ¼ 4.22 AC (1610 N. Main St.), Morton, IL. A petition has been filed by Peoria Sand & Gravel. They are requesting a zoning change from I-2 to B-3, with a Special Use to be a Day care center

1) AN ORDINANCE MAKING AMENDMENTS REGARDING DRIVEWAYS TO CHAPTER 4 OF TITLE 10 OF THE MORTON MUNICIPAL CODE

2) AN ORDINANCE MAKING AMENDMENTS REGARDING SOLAR ENERGY SYSTEMS TO CHAPTER 4 OF TITLE 10 OF THE MORTON MUNICIPAL CODE

IV. Other Business:

None

V. Brad Marks:

VI. Adjourn

MORTON PLAN COMMISSION
MINUTES-MAY 26, 2020

The Plan Commission met on Tuesday, May 26, 2020, at 7:00 P.M. The meeting was conducted through Zoom. Chairman Ferrill presiding. Present: Ritterbusch, Ferrill, Smock, Zobrist, Fick, Keach, Knepp and Deweese. Absent: Geil. Also, in attendance: Zoning Officer Brad Marks, Trustee Rod Blunier and Attorney Pat McGrath.

Fick made a motion to approve the minutes from the January 27, 2019 meeting. Ritterbusch seconded them. With a voice roll call, they were unanimously approved.

Public Hearing(s):

Petition No. 20-01 ZA/SP: Subject property is located at SEC 16 T25N R3W MAIN STREET BUSINESS PARK LOT 1 NE ¼ 4.22 AC (1610 N. Main St.), Morton, IL. A petition has been filed by Peoria Sand & Gravel. They are requesting a zoning change from I-2 to B-3, with a Special Use to be a Day care center. Bill Aupperle spoke on behalf of the petitioner. Mr. Aupperle stated that the intent is to build a 10,000 square foot Day care center on this site. The proposed Day care center will share the existing drive with Golds Gym. With little conversation, a motion to approve was made by Smock. A second to approve was made by Fick. This was followed by a vote to approve.

Yes-Knepp, Fick, Ritterbusch, Smock and Deweese

No-None

Abstain-Ferrill, Zobrist, and Keach

Petition No. 20-01 ZA/SP: Approved

AN ORDINANCE MAKING AMENDMENTS REGARDING DRIVEWAYS TO CHAPTER 4 OF TITLE 10 OF THE MORTON MUNICIPAL CODE. ZEO Marks stated that this modification in the ordinance will allow the replacement of existing non-conforming circular driveways. The replacement of the circular drive will have to meet the current ordinance requirements. A motion to approve was made by Ritterbusch. A second to approve was made by Knepp. This was followed by a vote to approve.

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

No-None

Approved

AN ORDINANCE MAKING AMENDMENTS REGARDING SOLAR ENERGY SYSTEMS TO CHAPTER 4 OF TITLE 10 OF THE MORTON MUNICIPAL CODE. ZEO Marks stated that this modification will allow for property owners to install roof mounted solar systems on accessory structures. A motion to approve was made by Keach. A second to approve was made by Zobrist. This was followed by a vote to approve.

Yes-Knepp, Fick, Ritterbusch, Smock, Deweese, Zobrist, Ferrill and Keach
No-None

Approved

Other Business: None

Brad Marks: Nothing

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

ORDINANCE NO. 21-02

**AN ORDINANCE MAKING AMENDMENTS REGARDING DRIVEWAYS
TO 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, Title 10 of the Morton Municipal Code regulates Zoning within the Village of Morton; and

WHEREAS, Chapter 4 of Title 10 contains General Regulations And Exceptions including regulations for Building Height, Bulk, Lot Coverage, And Yards; and

WHEREAS, the Corporate Authorities of the Village of Morton in exercise of the power reserved to them desire to adopt certain regulations clarifying the regulation of Driveways within the Village of Morton.

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

SECTION I: Section 10-4-3 of the Morton Municipal Code is hereby amended, with additions shown in underlined font and deletions shown in strikethrough font, which shall be as follows:

10-4-3: BUILDING HEIGHT, BULK, LOT COVERAGE, AND YARDS:

* * *

- (D) Exceptions To Yard Requirements; Parking, Drives, Walks, Parking Lots, And Garages: Notwithstanding the foregoing, the following shall be permitted in the required yards:

1. Pavements:

* * *

- (h) No more than one (1) driveway per dwelling unit shall be allowed. ~~Notwithstanding the foregoing~~ Circular driveways shall not be permitted except for lots of a width of one hundred fifty feet (150') or more (meaning frontage on one street of at least that distance), or for lots of a width less than one hundred fifty feet (150') which were improved with a circular driveway prior to June 1, 2020. and then in such instance one (1) circular drive per lot is allowable, provided that the total driveway width of both openings does not exceed thirty six feet (36') and that any one (1) opening does not exceed twenty four feet (24'). All circular driveways shall otherwise conform to the

other requirements in this Section. In addition, any property backing on an alley which is driveable may maintain driveway access from both the alley and the fronting street.

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

SECTION III: 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.

ATTEST:

President

Village Clerk

ORDINANCE NO. 21-03

**AN ORDINANCE MAKING AMENDMENTS REGARDING SOLAR ENERGY SYSTEMS
TO 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, Title 10 of the Morton Municipal Code regulates Zoning within the Village of Morton; and

WHEREAS, Chapter 4 of Title 10 contains General Regulations And Exceptions including regulations for Solar Energy Systems; and

WHEREAS, the Corporate Authorities of the Village of Morton in exercise of the power reserved to them desire to adopt certain regulations clarifying the regulation of Solar Energy Systems within the Village of Morton.

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

SECTION I: Section 10-4-18 of the Morton Municipal Code is hereby amended, with additions shown in underlined font and deletions shown in strikethrough font, which shall be as follows:

10-4-18 SOLAR ENERGY SYSTEMS:

* * * *

- (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 permitted in all zoning districts and may be located on a principal or an accessory structure ~~shall only be located on a principal structure only~~. A building permit shall be required to construct a ground mount or roof mount SES. The following additional information shall be provided with the building permit application to demonstrate compliance with the following restrictions:

* * * *

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

SECTION III: 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.

ATTEST:

President

Village Clerk

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 20-012A/SP Date: 5/5/2020

1. Legal Description: Sec 16 T25N R3W MAIN STREET BUSINESS PARK LOT 1
NE 1/4 4.22 AC

Street Address: 1610 N MAIN ST PIN# 06-06-16-201-001

2. Area of subject property: _____ sq. ft. or 4.22 Ac.

3. Present land use: I-2 Vacant

Proposed land use or special use: B3 Special Use - Daycare Center

Requested zoning change: from I2 District to B3 SP District

4. Surrounding zoning districts:

North I2 East B3 South I2 West I2

5. Subject property is owned by:

Name: Peoria Sand & Gravel

Address: 190 E. Washington St Morton, IL 61550

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

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

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

8. Additional exhibits submitted by the petitioner:

Preliminary site plan

9. Petitioners' Signature:

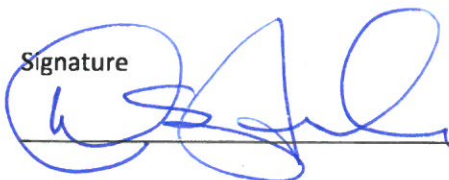
Name (printed)

Bill Dopperle

Address (printed)

190 E. Washington

Signature



Brad Marks

From: Bill Aupperle <Bill@aupperle.org>
Sent: Monday, May 18, 2020 5:13 PM
To: Brad Marks
Subject: Item 7 Zoning Petition

After almost 20 years of marketing and planning this area as an Industrial Park but met with minimal Industrial interest and increasing requests in potential business/retail development we have decided to shift the focus of this property to meet the demand. With already one project in the works and other additional interests we are looking forward to helping grow this side of town.

Bill Aupperle

Aupperle Construction

190 E. Washington St

Morton, IL 61550

P: 309.266.7460

C: 309.303.1821

Aupperle.org



Name	Name 2	Address 1	City	State	Zip	Street
AMEREN CILCO		PO BOX 66149	SAINT LOUIS	MO	63166-6149	25571 HARDING RD
MORTON COMMUNITY UNIT SCHOOL DIST 709		1050 S 4TH AVE SUITE 200	MORTON	IL	61550	HARDING RD
MORTON BUSINESS PARK ASSOC INC	C/O DEVEONSHIRE REALTY PROPERTY	7707 N KNOXVILLE AVE	PEORIA	IL	61602	1500 N MAIN ST
SPS DISTRIBUTION INC		50 COMMERCE DR	MORTON	IL	61550-9196	1601 N MAIN ST
PEORIA SAND & GRAVEL INC		182 E WASHINGTON ST	MORTON	IL	61550-1945	1610 N MAIN ST
GOLDS GYM		1630 N MAIN ST	MORTON	IL	61550-9057	1630 N MAIN ST



Parcel Information

PIN 06-06-16-201-001
Address N MAIN ST
City ZIP MORTON IL 61550
Township MORTON, 06

Total Acres 4.22
Homestead Acres 4.22
Farm Acres 0.00

Legal SEC 16 T25N R31W MAIN STREET BUSINESS PARK LOT 1 NE 1/4 4.22 AC

Assessments
Assessed December 9, 2019

Zoom to



Legend

Land Parcel

Parts

Parts

Boundaries

Boundaries

Commonwealth Edison Easement

Township Boundary

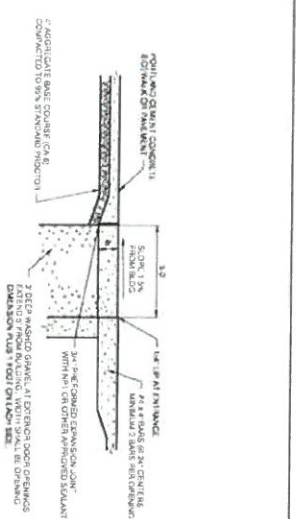
Planning Boundary

Morton Cty. Limit

Zoning

Zoning Districts

- R-1 One-Family Planned Residential Development District
- R-1A One-Family/Not < 8000 Sq Ft/Not < 65 Ft Frontage
- 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



SIDEWALK / DOORWAY DETAIL AT ENTRANCE APPROACH PAD
N.T.S.

Product No.	20-05-1
Product 2 No.	

LEADEND	
MA	LAST CREDIT CARD DATE
DA	LAST MAILED DATE SERVICE
0	LAST ONLINE MAIL SERVICE
0	LAST BIRTHDAY MAIL SERVICE
0	LAST BIRTHDAY SAVINGS SERVICE

