

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, AUGUST 2, 2021
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 – July 19, 2021
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Village Personnel Cost for July 4th Celebration
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Documentation Review #68 covering the receipt and disbursement of Motor Fuel Tax funds by the Village for the period beginning January 1, 2020 and ending December 31, 2020.
 - B. 6 Month Update on Sales Tax
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Acceptance of Fire Truck Bid
- XV. DIRECTOR OF PUBLIC WORKS**
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
 - A. 6 Month Update on Building Permits
 - B. PC Agenda 7/26/2021
 - C. Petition #21-02 SP
 - D. Petition #21-03 ZA
 - E. Ordinance 22-08: An ordinance amending Title 10 of the Village Code of the Village of Morton to provide amendments regarding front yard setbacks.
 - F. Plan Commission Meeting Transcripts 7/26/2021
 - G. Plan Commission Minutes 7/26/2021
- XVII. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Hilliard
 - C. Trustee Leitch
 - D. Trustee Menold
 - E. Trustee Newman
 - F. Trustee Parrott

XVIII. CLOSED SESSIONS

XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS

XXIII. ADJOURNMENT

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., July 19, 2021**

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

PUBLIC HEARING

A hearing regarding proposed Ordinance 22-07 – An ordinance making appropriations for corporate purposes for the fiscal year beginning May 1, 2021 and ending April 30, 2022 was held. There were no public comments.

PRESENTATIONS – None

PUBLIC COMMENT

Deborah Bloomfield, daughter of Dwight and Opal French, gave a brief summary of her parents' story and their significant involvement with the Woodlawn subdivision near the East Peoria and Morton border. Bloomfield uncovered many historical documents and photos that she plans to share with the local community through various organizations.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – July 6, 2021
- B. Approval of Bills

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

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
No: None – 0.
Absent: None – 0.

VILLAGE PRESIDENT – None.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR

Administrator Smick presented Ordinance 22-07 – An ordinance making appropriations for corporate purposes for the fiscal year beginning May 1, 2021 and ending April 30, 2022. Trustee Newman moved to accept the ordinance and Trustee Leitch seconded. With no discussion, the ordinance passed with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.
No: None – 0.
Absent: None – 0.

CHIEF OF POLICE - None.

CORPORATION COUNSEL - None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – None.

ZONING AND CODE ENFORCEMENT OFFICER – None.

VILLAGE TRUSTEES

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch – None.

Trustee Menold – None.

Trustee Newman – None.

Trustee Parrott – None.

CLOSED SESSIONS - None.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS - None.

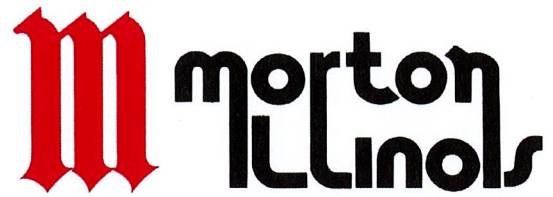
ADJOURNMENT

With no further business to come before the Board, Trustee Leitch moved to adjourn. Motion was seconded by Trustee Hilliard and followed by a unanimous voice vote of all present board members.

ATTEST:

PRESIDENT

VILLAGE CLERK



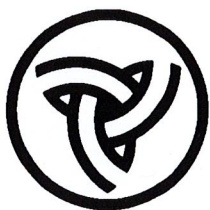
Memo

To: Jeff Kaufman
From: Julie Smick
Date: 07/27/2021
Re: Village Personnel Cost for July 4th Celebration

Below is the cost of Village personnel who worked at or set up safety devices for the July 4th celebration at McClallen Park:

Department	Item	Cost
Police	Officer & Auxiliary Overtime/Wages	\$ 7,084.01
Police	Payroll Taxes	541.93
Public Works	Salaries	616.10
Public Works	Payroll Taxes	47.13
Public Works	IMRF	58.10
Paramedics	Additional Staff Overtime/Wages	230.62
Paramedics	Payroll Taxes	17.64
Paramedics	IMRF	21.75
Fire	Volunteer firefighters pay	56.00
Total Personnel Cost		\$ 8,673.28

Please let me know if you have any questions.



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

July 20, 2021

Mr. Sam Ritthaler, Village Clerk
Village of Morton
120 North Main Street
Morton, Illinois 61550

Dear Mr. Ritthaler:

Enclosed is a copy of "Documentation" Review #68 covering the receipt and disbursement of Motor Fuel Tax funds by the Village for the period beginning January 1, 2020, and ending December 31, 2020.

PLEASE REFER TO THE REVIEWER'S COMMENTS PAGE FOR SPECIFIC COMMENTS IN REGARD TO THIS DOCUMENTATION REVIEW.

This report should be presented to the President and Board of Trustees at the first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

This report is a documentation review conducted by the Illinois Department of Transportation's (IDOT) Bureau of Local Roads and Streets. An audit will be performed at a later date by an auditor from the Bureau of Investigations and Compliance.

If you have any questions, please contact the IDOT's District 4 Local Roads and Streets Field Engineer, Mr. Michael Hudelson, at (309) 671-3696.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kensil A. Garnett".

Kensil A. Garnett, P.E.
Region Three Engineer

MEH/DLB/jjs

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Attachment

cc: File



Agency: VILLAGE OF Morton	
Documentation Review for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Documentation Review Year(s): 2020
	Documentation Review Number: 68
	Date: June 15, 2021



Documentation Reviewer's Certificate

VILLAGE OF MORTON

Documentation Review No. 68

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of Morton for the period beginning Jan. 1, 2020 and ending Dec. 31, 2020, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the documentation review findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the Village Clerk and Village Treasurer and have compared the expenditures listed in the warrant registers of those offices and if necessary against the minutes of the Village Board maintained by the Village Clerk and have found them to be in accordance therewith with exceptions noted in the documentation review findings.

D. Pappas

Reviewer

Date:

07-20-21

REVIEWED AND APPROVED BY

[Signature]
District Local Roads and Streets Engineer



Reviewer's Comments

VILLAGE OF Morton

Documentation Report No. 68

Audit Period: Jan. 1, 2020 to Dec. 31, 2020

Purpose of Documentation Review: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2020

The other receipts to the Motor Fuel Tax Fund were

\$654,437.52 received as follows:

Interest 2020	3,765.63
Reimbursement	262,894.79
Rebuild Illinois	357,353.10
High Growth	30,424.00

Total received:

\$654,437.52

A maintenance expenditure statement was on file for the 20-00000-00-GM and 20-00000-01-GM at time of review.

SIGNED



Illinois Department
of Transportation

Fund Balance and Bank Reconciliation

VILLAGE OF MORTON

Documentation Review Report No. 68

Documentation Review Period Jan. 1, 2020 - Dec. 31, 2020

Date: June 15, 2021

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Documentation Review	1,180,218.22	(34,435.72)	1,145,782.50	
Allotments	609,384.22	0.00	609,384.22	
Total MFT Funds	1,789,602.44	(34,435.72)	1,755,166.72	
Approved Authorizations	(964,162.70)	964,162.70	0.00	
Other Receipts		654,437.52	654,437.52	
Total	825,439.74	1,584,164.50	2,409,604.24	
Disbursements		922,538.42	922,538.42	
Surplus (Credits)	444,137.85	(444,137.85)	0.00	
Unexpended Balance	1,269,577.59	217,488.23	1,487,065.82	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2020			1,522,547.01	
Deduct Outstanding Warrants			35,481.19	
Add Outstanding investments			0.00	
Additions				
Subtraction's				
Net Balance in Account Dec. 31, 2020			1,487,065.82	

Certified Correct

D. Parker

Reviewer



Summary of Motor Fuel Tax Fund Transactions
By Sections and Categories

VILLAGE OF MORTON

Documentation Review Period: January 1, 2020 - December 31, 2020

Documentation Review Report No. 68

Section	Balance	Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
MAINTENANCE						0.00			0.00		0.00
18-00000-00-GM		(12,373.84)	12,373.84			0.00			0.00	123,646.82	123,646.82
ENG		0.00				0.00			0.00	6,321.21	6,321.21
19-00000-00-GM		(233,794.69)			247,254.14	13,459.45		13,459.45	0.00	1,464,492.23	1,464,492.23
ENG		14,418.26				14,418.26		14,418.26	0.00	131,497.84	131,497.84
20-00000-00-GM		198,000.00				198,000.00	144,437.90		53,562.10		144,437.90
ENG						0.00			0.00		0.00
20-00000-01-GM			669,852.59			669,852.59	709,624.79		(39,772.20)		709,624.79
ENG			72,315.70			72,315.70	68,475.73		3,839.97		68,475.73
21-00000-00-GM			198,000.00			198,000.00			198,000.00		0.00
ENG						0.00			0.00		0.00
CONSTRUCTION						0.00			0.00		0.00
10-00121-00-SW		(12,582.41)			12,582.41	0.00			0.00	12,582.41	12,582.41
ENG						0.00			0.00		0.00
C94-154-06		(3,058.24)			3,058.24	0.00			0.00		0.00
						0.00			0.00		0.00
ENG STUDY						0.00			0.00		0.00
16-00064-00-ES		(5,407.57)	5,407.57			0.00			0.00		0.00
20-00064-00-ES		(6,213.00)	6,213.00			0.00			0.00		0.00
						0.00			0.00		0.00
HIGH GROWTH						0.00			0.00		0.00
FY 2020					9,390.00	9,390.00		9,390.00	0.00		0.00
FY 2021					21,034.00	21,034.00		21,034.00	0.00		0.00
REBUILD IL						0.00			0.00		0.00
FY 2020					178,676.55	178,676.55		178,676.55	0.00		0.00
FY 2021					178,676.55	178,676.55		178,676.55	0.00		0.00
INTEREST						0.00			0.00		0.00
2019		26,575.77				26,575.77		26,575.77	0.00		0.00
2020					3,765.63	3,765.63		1,907.27	1,858.36		0.00
						0.00			0.00		0.00
TOTALS		(34,435.72)	964,162.70	0.00	654,437.52	1,584,164.50	922,538.42	444,137.85	217,488.23	1,738,540.51	2,661,078.93



Statement Ending 12/31/2020

VILLAGE OF MORTON

Page 1 of 2

Customer Number: XXXXXXXX8773

RETURN SERVICE REQUESTED

>000624 5693890 0001 092541 102

VILLAGE OF MORTON
MOTOR FUEL TAX FUND
120 N MAIN ST
PO BOX 28
MORTON IL 61550-0028

At Your Service

Local Office Morton Community Bank
Local Phone (309) 266-5337
Local Address 721 W Jackson St
Morton IL 61550
Customer Service (309) 266-5337
Online Banking hometownbanks.com



Summary of Accounts

On February 1, 2021, we are making a change to an account related fee. All checking and savings accounts are currently subject to an "Inactive Fee" of \$10 per month when there is no customer-initiated activity for 13 months (checking accounts) or 36 months (savings accounts). We have renamed the "Inactive Fee" to "Dormant Fee". This \$10 monthly Dormant Fee will only be charged if there is no customer-initiated account activity for 18 months with both types of accounts. The Dormant Fee is in addition to any other account related service charges.

If you have any questions regarding this change, please call 309-266-5337 or stop at any of our locations to discuss with your Hometown Banker. As always, we thank you for your business and look forward to working together in 'amazing' ways in the future!

Account Type	Account Number	Ending Balance
PRIME MMDA PF	XXXXXXXX8773	\$1,522,547.01

PRIME MMDA PF - XXXXXXXX8773

Account Summary

Date	Description	Amount
12/01/2020	Beginning Balance	\$1,470,514.77
	3 Credit(s) This Period	\$52,032.24
	0 Debit(s) This Period	\$0.00
12/31/2020	Ending Balance	\$1,522,547.01

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.05%
Interest Days	31
Interest Earned	\$64.16
Interest Paid This Period	\$64.16
Interest Paid Year-to-Date	\$3,765.63
Interest Withheld Year-to-Date	\$0.00

Electronic Credits

Date	Description	Amount
12/08/2020	State of Ill Commercial AC0924768001466	\$21,717.30
12/08/2020	State of Ill Commercial AC0924768001465	\$30,250.78

Other Credits

Date	Description	Amount
12/31/2020	INTEREST	\$64.16

Daily Balances

Date	Amount	Date	Amount
12/08/2020	\$1,522,482.85	12/31/2020	\$1,522,547.01



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MFT Agency Transaction List

Agency Name : Morton		County : Tazewell		Agency Type : Municipality		District : 4	
Beginning Unobligated Balance as of 12/31/2019		\$1,180,218.22		Average MFT Allotment		\$30,208.23	
Unobligated Balance as of 12/30/2020		\$1,269,577.59		Average TRF Allotment		\$20,573.79	
Total MFT and TRF Allotment		\$609,384.22		Total Authorizations		\$964,162.70	
Total Supplemental Allotments		\$387,777.10		Total Credits		\$56,360.75	
Date	Transaction Type	Category	Section No.	Memo	Amount	Balance	Section Status
12/31/2019	MFT Transportation Renewal Fund				\$23,000.36	\$1,203,218.58	
12/31/2019	Motor Fuel Tax Fund				\$48,406.59	\$1,251,625.17	
1/31/2020	MFT Transportation Renewal Fund				\$22,257.66	\$1,273,882.83	
1/31/2020	Motor Fuel Tax Fund				\$28,341.64	\$1,302,224.47	
2/29/2020	MFT Transportation Renewal Fund				\$21,796.73	\$1,324,021.20	
2/29/2020	Motor Fuel Tax Fund				\$28,258.67	\$1,352,279.87	
3/10/2020	Authorization	Eng Investigation	16-00064-00-ES	per review	\$5,407.57	\$1,346,872.30	C
3/10/2020	Authorization	Maintenance	18-00000-00-GM	per review	\$12,373.84	\$1,334,498.46	C
3/10/2020	Credit	Interest		Jan & Feb 2020	\$1,907.27	\$1,336,405.73	
3/10/2020	Credit	Interest		2019 per review	\$26,575.77	\$1,362,981.50	
3/31/2020	MFT Transportation Renewal Fund				\$20,483.12	\$1,383,464.62	
3/31/2020	Motor Fuel Tax Fund				\$31,335.57	\$1,414,800.19	
4/2/2020	Credit	Maintenance	19-00000-00-GM	per mes	\$13,459.45	\$1,428,259.64	C
4/2/2020	Credit	Maint. Engineer	19-00000-00-GM	per mes	\$14,418.26	\$1,442,677.90	C
4/3/2020	Authorization	Maint. Engineer	20-00000-01-GM	per est	\$72,315.70	\$1,370,362.20	C
4/30/2020	MFT Transportation Renewal Fund				\$19,349.36	\$1,389,711.56	
4/30/2020	Motor Fuel Tax Fund				\$28,896.45	\$1,418,608.01	
5/8/2020	Supplemental Allotment			FY2020 Rebuild Illinois Installment #1	\$178,676.55	\$1,597,284.56	
5/26/2020	Authorization	Maintenance	20-00000-01-GM	per acceptance	\$42,365.70	\$1,554,918.86	C
5/26/2020	Authorization	Maintenance	20-00000-01-GM	per acceptance	\$496,937.89	\$1,057,980.97	C

Transactions with an Asterisk indicate an unprocessed transaction at the time report was requested.

Agency Name : Morton

County : Tazewell

Agency Type : Municipality

District : 4

Beginning Unobligated Balance as of 12/31/2019	\$1,180,218.22	Average MFT Allotment	\$30,208.23
Unobligated Balance as of 12/30/2020	\$1,269,577.59	Average TRF Allotment	\$20,573.79

Total MFT and TRF Allotment		Total Authorizations		Paid to State Debits		Paid to State Credits			
Total Supplemental Allotments		Total Credits							
Date	Transaction Type	Category	Section No.	Memo	Amount	Balance	Section Status		
5/31/2020	MFT Transportation Renewal Fund				\$15,516.77	\$1,073,497.74			
5/31/2020	Motor Fuel Tax Fund				\$22,683.30	\$1,096,181.04			
6/17/2020	Authorization	Maintenance	20-000000-01-GM	per acceptance	\$130,549.00	\$965,632.04			
6/29/2020	Supplemental Allotment			FY2020 High Growth Cities Second Allotment	\$9,390.00	\$975,022.04			
6/30/2020	MFT Transportation Renewal Fund				\$16,829.43	\$991,851.47			
6/30/2020	Motor Fuel Tax Fund				\$22,473.05	\$1,014,324.52			
7/24/2020	Supplemental Allotment			FY2021 Rebuild Illinois Bond Grant Installment #2	\$178,676.55	\$1,193,001.07			
7/31/2020	MFT Transportation Renewal Fund				\$20,126.90	\$1,213,127.97			
7/31/2020	Motor Fuel Tax Fund				\$27,968.56	\$1,241,096.53			
8/31/2020	MFT Transportation Renewal Fund				\$22,863.77	\$1,263,960.30			
8/31/2020	Motor Fuel Tax Fund				\$33,259.03	\$1,297,219.33			
9/14/2020	Authorization	Eng Investigation	20-00064-00-ES	2020 PPUATS	\$6,213.00	\$1,291,006.33			
9/30/2020	Authorization	Maintenance	21-00000-00-GM	per est	\$198,000.00	\$1,093,006.33			
9/30/2020	MFT Transportation Renewal Fund				\$21,859.82	\$1,114,866.15			
9/30/2020	Motor Fuel Tax Fund				\$30,270.90	\$1,145,137.05			
10/31/2020	MFT Transportation Renewal Fund				\$21,084.21	\$1,166,221.26			
10/31/2020	Motor Fuel Tax Fund				\$30,354.25	\$1,196,575.51			
11/6/2020	Supplemental Allotment			FY2021 High Growth Cities	\$21,034.00	\$1,217,609.51			
11/30/2020	MFT Transportation Renewal Fund				\$21,717.30	\$1,239,326.81			
11/30/2020	Motor Fuel Tax Fund				\$30,250.78	\$1,269,577.59			

Transactions with an Asterisk indicate an unprocessed transaction at the time report was requested.



**Morton
Community
Bank**
PO Box 104, Morton, IL 61550

Statement Ending 03/31/2021

VILLAGE OF MORTON

Page 1 of 2

Customer Number: XXXXXXXX8773

RETURN SERVICE REQUESTED

>000688 7379335 0001 092541 10Z

VILLAGE OF MORTON
MOTOR FUEL TAX FUND
120 N MAIN ST
PO BOX 28
MORTON IL 61550-0028

At Your Service

Local Office Morton Community Bank
Local Phone (309) 266-5337
Local Address 721 W Jackson St
Morton IL 61550
Customer Service (309) 266-5337
Online Banking hometownbanks.com

Summary of Accounts

Account Type	Account Number	Ending Balance
PRIME MMDA PF	XXXXXXXX8773	\$1,859,366.66

PRIME MMDA PF - XXXXXXXX8773

Account Summary

Date	Description	Amount
02/27/2021	Beginning Balance	\$1,588,257.47
	5 Credit(s) This Period	\$271,109.19
	0 Debit(s) This Period	\$0.00
03/31/2021	Ending Balance	\$1,859,366.66

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.05%
Interest Days	33
Interest Earned	\$76.27
Interest Paid This Period	\$76.27
Interest Paid Year-to-Date	\$197.58
Interest Withheld Year-to-Date	\$0.00

Electronic Credits

Date	Description	Amount
03/04/2021	State of Ill Commercial AC1217800000640	\$19,928.89
03/10/2021	State of Ill Commercial AC1245884002440	\$24,522.36
03/22/2021	State of Ill Commercial AC1297280001916	\$178,676.55

Other Credits

Date	Description	Amount
03/24/2021	transfer funds to cover expenses not allowed by IDOT	\$47,905.12
03/31/2021	INTEREST	\$76.27

Daily Balances

Date	Amount	Date	Amount	Date	Amount
03/04/2021	\$1,608,186.36	03/22/2021	\$1,811,385.27	03/31/2021	\$1,859,366.66
03/10/2021	\$1,632,708.72	03/24/2021	\$1,859,290.39		



000688 7379335 0001 092541 10Z



Morton Fire Department
Office of the Fire Chief



The Fire Department opened sealed bids for the purchase of a new fire engine on July 19th 2021. There were a total of three bids submitted which all meet or exceed our published specifications. Some of the bidders included item options while others included those same items into their bid price. Where appropriate, optional items have been added into the price shown to make the bids as comparable as possible.

All 3 bids offered a discount if paid at full at the time of order, which I would recommend taking advantage of. The bid amounts were as follows:

	<u>Bid Price</u>	<u>Prepay</u> <u>Discount</u>	<u>Purchase</u> <u>Price</u>
Alexis Fire Equipment	\$577,999.00	(\$10,099.00)	\$567,900.00
AEC Fire Equipment/Farrara	\$591,804.00	(\$16,377.00)	\$575,427.00
Banner Fire Equipment/E-One	\$606,750.00	(\$16,320.00)	\$590,430.00

I would recommend acceptance of Alexis Fire Equipment as the lowest bidder with a purchase price of \$567,900.00.

J. Kelley
Fire Chief

Joseph L. Kelley
Director of Fire and Emergency Medical Services
300 W. Courtland Ave. - Morton, Illinois 61550
Office (309) 266-9001 ° Fax (309)266.6782

AGENDA
PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, JULY 26, 2021
FREEDOM HALL, 349 W. BIRCHWOOD, MORTON, ILLINOIS

I. Call to Order / Roll Call

II. Approval of Minutes **Regular Meeting – June 28, 2021**

III. Public Hearing(s):

Petition No. 21-02 SP: Subject property is located at 216 North First Avenue. A petition has been filed by Michelle Peterson. Mrs. Peterson is requesting a special use at this property to permit a Day Care Center.

Petition No. 21-03 ZA: Subject property is located at 101 North Morton Ave. A petition has been filed by Krista Strohl. The petitioner is requesting a zoning change from B-2 to R-1.

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 OF THE VILLAGE CODE OF THE VILLAGE OF MORTON TO PROVIDE AMENDMENTS REGARDING FRONT YARD SETBACKS

IV. Other Business: None

V. Brad Marks:

VI. Adjourn

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 21-02 SP

Date: June 12, 2021

1. Legal Description: SEC 21 T25N R3W MILLERS 1ST ADDN LOT 28 NW 1/4

Street Address: 216 North First Avenue

2. Area of subject property: 1300 sq. ft. or 0.25 Ac.

3. Present land use: Vacant B-2 Commercial - Prior Use- Bella's Salon

Proposed land use or special use: Day Care Center- Spark Academy

Requested zoning change: from N/A District to N/A District

4. Surrounding zoning districts:

North B-2

East R-1

South B-2

West B-2

5. Subject property is owned by:

Name: Spark Education, LLC Michelle Peterson, Manger (Closing on August 3rd, 2021)

Address: 101 Forestview Rd. 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:

1. Statement of Use

2. Floor Plan

3. Parking Map

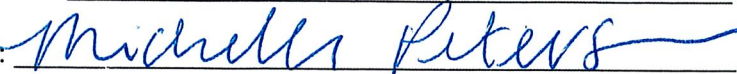
9. Petitioners' Signature:

Name: Michelle Peterson

Address: 101 Forestview Rd

Phone No.: 512-762-0833

Email Address: sparkacademymorton@gmail.com

Signature: 

Name: _____

Address: _____

Phone No.: _____

Email Address: _____

Signature: _____

Name: _____

Address: _____

Phone No.: _____

Email Address: _____

Signature: _____

Statement of Use:

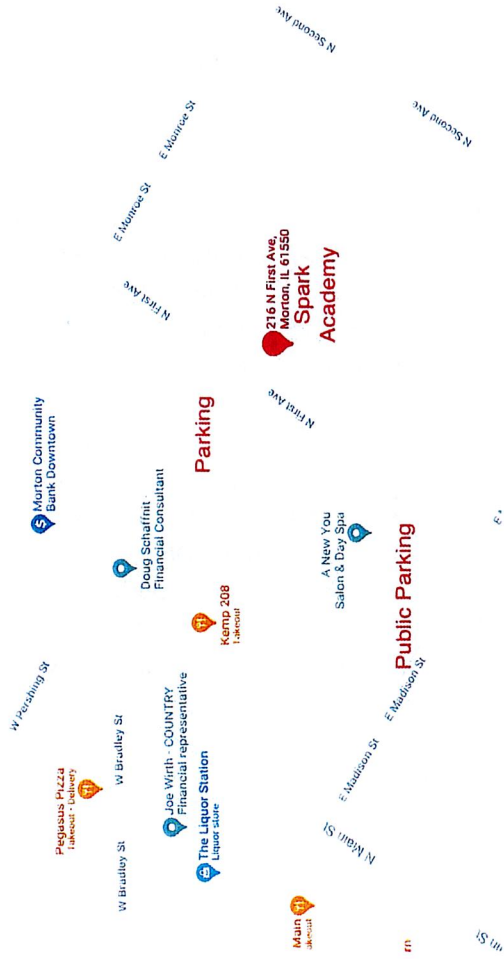
7. A statement is attached hereto, indicating why, in our opinion, the amendment or special use requested is necessary for the preservation and enjoyment of substantial property rights, and why such amendment or special use will not be detrimental to the public welfare, nor the property of other persons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

Spark Academy will occupy a vacant building at 216 North First Avenue.. Programming will begin in spring of 2022. Spark will provide high quality education for children in the early childhood years. Our organization will employ 12-15 part time employees and one full time employee. The entire facility will be renovated and will beautify First Avenue. In order to provide care for our students we are applying for a special use permit to provide day care services to the Village of Morton. Spark Academy will hold up to 30 children between the hours of 8:00 and 5:00 p.m.

We will also offer drop-in services aligned with Village events such as Morton Farmers Market, Fourth Thursday, Pumpkin Festival, and other events where parents might need childcare to enjoy the Village of Morton's offerings. Our hope is to allow parents to bring their children, ages 3-10, to Spark between the hours of 4:00-8:00 p.m., on given nights, while parents dine at the wide variety of eateries in our Village or enjoy local offerings and events.

Traffic will increase during pick up and drop off times by 10-30 cars. The approved use of the Morton Community Bank parking lot adjacent to the front of the property along with street parking, will allow parents to park, drop off and pick up their students. I would request the addition of a crosswalk and school/ children signage to make sure through traffic is aware of pedestrians. During inclement weather, we would ask the Village for permission to use the alleyway behind the building for the 10-12 students who participate in programs in our room in the back of the property. Occasional traffic will occur on nights with planned events such as, but not limited to, date night drop in, parenting classes, open house, and occasional private events hosted by Spark.

SparkAcademy of Morton



Michelle Peterson-Founder & Program Director 512-762-0833

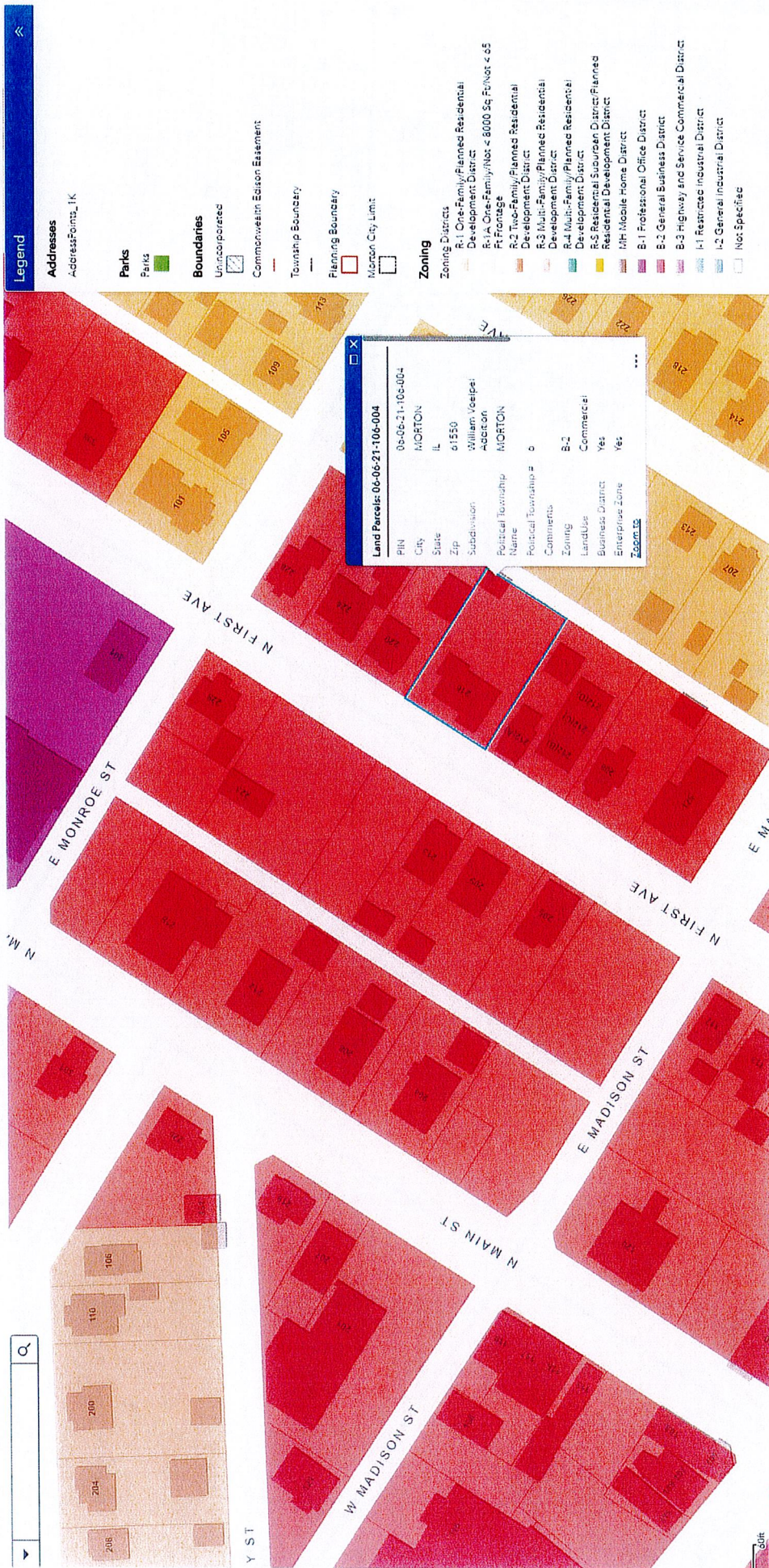
sparkacademymorton@gmail.com

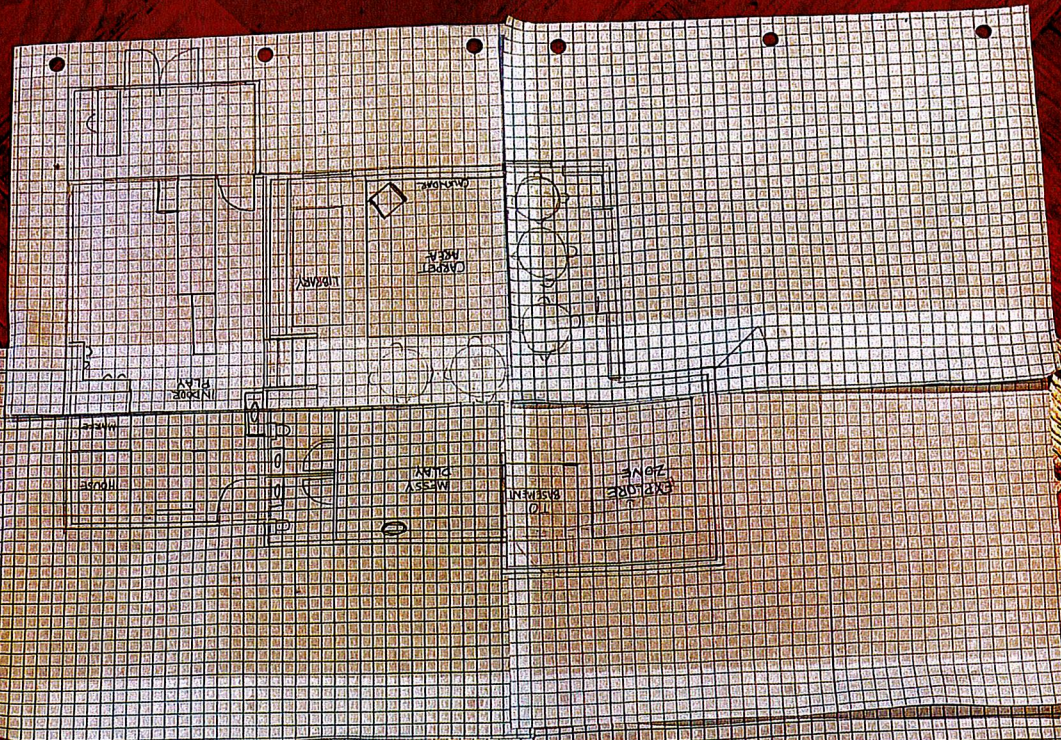
www.sparkacademymorton.com

Please contact me with any questions or concerns!

Sincerely,

Michelle





AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into this ^{06/10/2021} day of June, 2021 (the "Effective Date"), by and between BRAD SAUDER and MARCI SAUDER (the "Seller"), and SPARK EDUCATION, LLC, an Illinois limited liability company (the "Purchaser").

1. **Sale Agreement.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject to all the terms and conditions of this Agreement, that certain real property commonly known as 216 N. First Ave., Morton, Illinois, and legally described on Exhibit A to this Agreement, together with all buildings, improvements, and fixtures located thereon and all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Real Property"). Seller shall convey merchantable title to the Real Property to Purchaser by general warranty deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Real Property or use of the Real Property, except for those title exceptions accepted by Purchaser pursuant to Section 3.1 of this Agreement.

2. **Purchase Price.** The purchase price of the Real Property ("Purchase Price") shall be One Hundred Twenty-Seven Thousand Dollars (\$127,000.00). Purchaser shall pay One Thousand Five Hundred Dollars (\$1,500.00) in cash upon the execution of this Agreement as earnest money ("Earnest Money") to be held in the account of Benckendorf & Benckendorf, P.C., for delivery to Seller at time of Closing. The balance of the Purchase Price (in excess of the Earnest Money) is to be paid by Purchaser to Seller at Closing, plus or minus credits and prorations provided for in this Agreement, in cash or by certified, cashier's or bank wire transfer of collected federal funds.

3. **Conditions Precedent.** Purchaser's obligations under this Agreement shall be subject to the conditions precedent identified in this Section being satisfied to the satisfaction of Purchaser, in Purchaser's sole discretion (or waived by Purchaser in writing).

3.1 **Title Commitment and Policy.** Seller, at Seller's sole cost and expense, shall have twenty-one (21) days from the Effective Date to provide Purchaser with a title commitment ("Title Commitment") for the most current ALTA form Owner's Title Insurance Policy ("Title Policy"), issued by Hometown Title, Inc., or such other reputable title insurance company as the parties agree ("Title Insurer"), covering the Real Property in the amount of the Purchase Price showing merchantable record title to the Real Property to be in Seller. At Closing, Seller shall cause Title Insurer to issue the Title Policy to Purchaser (in accordance with the Title Commitment provided for in this Section 3.1), subject only to the general exceptions set forth in the title policy and to the Permitted Exceptions. Permitted Exceptions shall include the following: (i) general real estate taxes not yet due and owing; (ii) covenants, easements and restrictions of record and applicable governmental zoning and building code rules and regulations; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the Real Property or if they materially restrict the reasonable use of the Real Property for Purchaser's intended purposes.

 [MA] [SP]

3.1.1 Objections to Title of Record. Within ten (10) days after Purchaser's receipt of the aforesaid Title Commitment, Purchaser shall furnish to Seller written notification of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said notice within said ten (10) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment. If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment not set forth in the notice (provided Purchaser shall not be deemed to have waived any general exceptions). After receipt of said notice, Seller shall have the right, at Seller's election, to endeavor to cure such objections to or defects in title set forth in the notice and shall notify Purchaser of such election within five (5) days. If Seller does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections. Notwithstanding anything set forth herein to the contrary, Seller hereby agrees to cause all liens recorded against Real Property which may be satisfied with the payment of money on or before closing (collectively, the "Monetary Liens") to be released and, further, hereby agrees to deliver sole and exclusive possession of the Real Property to Purchaser at Closing free and clear of any and all rights of third parties to have possession of the Real Property, or any part thereof, except for those rental units occupied by tenants.

3.1.2 Failure to Cure Objections. In the event Seller fails to notify Purchaser of Seller's attempt to cure Purchaser's objections to or defects in title prior to Closing, or if Seller shall determine that Seller's efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement. In the event of termination, the parties shall have no further rights or liabilities under this Agreement.

3.2 *Environmental Audit.* Purchaser, at Purchaser's option, shall have obtained, at Purchaser's expense, a written Phase I environmental assessment report (together with a Phase II environmental assessment report if such Phase I report suggests, but is inconclusive or incomplete as to the existence of possible environmental risk or violation), prepared by an engineering firm acceptable to Purchaser verifying that the Real Property is free of any environmental risks or violations, and that the Real Property does not have or contain any underground tanks or other underground storage facilities which contain or may have at any time contained any petroleum product or any other hazardous or toxic substance regulated by any applicable federal, state or local laws relating thereto.

3.3 *Inspection.* Purchaser, or Purchaser's employees, agents, representatives and independent contractors shall have the right within twenty-one (21) days from the Effective Date and after giving no less than twenty-four (24) hours' notice to Seller, to enter upon the Real Property, at any reasonable time and make all tests or inspections of the Real Property (whether within or without the building or improvements) that Purchaser desires to make at Purchaser's sole cost and expense. If Purchaser determines that the Real

Property is not acceptable to Purchaser in Purchaser's sole discretion, then Purchaser shall have the right to terminate this Agreement. Purchaser shall restore the Real Property to substantially the same condition as the condition of the Real Property immediately prior to said inspection.

3.4 *Contracts.* Within five (5) days of the Effective Date, Seller shall deliver to Purchaser the following documents within Seller's possession relating to the Real Property (collectively, the "Documents"): any and all (i) service and vendor contracts, (ii) environmental reports, and (iii) prior surveys. Purchaser shall have seven (7) days following receipt of all the Documents to review the same and make any objections or otherwise terminate this Contract if any such items are deemed not acceptable to Purchaser.

3.5 *Zoning.* Purchaser being satisfied, in its sole judgment, that zoning of the Real Property is suitable for Purchaser's intended use as rental units in the number described in Section 1 herein.

3.6 *Utilities.* Water, sewer, electricity, natural gas and other utilities are available to the Real Property and in quantities satisfactory to Purchaser in Purchaser's sole judgment.

3.7 *Financing.* This Agreement is subject to Purchaser obtaining a first mortgage loan at an institution of Purchaser's choice upon terms acceptable to Purchaser within forty-five (45) days of the Effective Date.

3.8 *Representations.* The representations, covenants and warranties made by Seller under Section 5 hereof shall be true and correct as of the Closing Date.

Seller shall promptly deliver all information necessary for Purchaser to complete its review and inspection outlined in the above Conditions Precedent. If all of the conditions set forth in this Section 3 are not met to Purchaser's satisfaction (or expressly waived by Purchaser in writing) within forty-five (45) days of the Effective Date (the "Due Diligence Period"), then Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the expiration of the Due Diligence Period. In the event of such termination, the parties shall have no further rights or liability under this Agreement.

4. *Closing.* The purchase of the Real Property shall be consummated as follows:

4.1 *Closing Date.* The closing (the "Closing") shall be on or before August 3, 2021, or such later date as may be agreed upon in writing by Purchaser and Seller in advance (the "Closing Date") and shall be held at the office of the Title Insurer, unless the parties agree otherwise.

4.2 *Seller's Deliveries.* At Closing, Seller shall deliver to Purchaser the following:

[MP] [SP]

4.2.1 Deed. An executed general warranty deed to the Real Property (in the form required by Section 1) prepared by Seller and in a form reasonably acceptable to Purchaser.

4.2.2 Title Policy. The Title Policy provided for in Section 3.1.

4.2.3 ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.

4.2.4 Closing Date Certificate. An executed closing date certificate confirming the accuracy of the representations and warranties set forth in this Agreement in the form attached hereto as Exhibit B.

4.2.5 Seller's Affidavit. A Seller's Affidavit of Title in the form attached hereto as Exhibit C.

4.2.6 Assignment of Contracts. An Assignment of any Contracts agreed to be assumed by Purchaser.

4.2.7 Bill of Sale. A Bill of Sale which shall warrant and defend title to the personal property being sold and in which the Bill of Sale shall provide that the assets are being transferred free and clear of any lien or encumbrance.

4.2.8 Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

4.3 *Purchaser's Deliveries*. At Closing, Purchaser shall deliver to Seller the following:

4.3.1 Purchase Price. The Purchase Price as set forth in Section 2 of this Agreement, plus or minus prorations provided for in this Agreement.

4.3.2 ALTA Statement. An executed ALTA Statement in the form required by the Title Insurer.

4.3.3 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

4.4 *Joint Deliveries*. At Closing, Seller and Purchaser shall jointly deliver to each other and the Title Company the following:

4.4.1 Closing Statement: An agreed-upon closing statement.

[SP] [MA]

4.4.2 Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

4.4.3 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by the Title Company.

4.5 *Possession.* Sole and exclusive possession of the Real Property shall be delivered to Purchaser on the Closing Date.

4.6 *Property Taxes.*

4.6.1 Payments by Seller. All installments of real property taxes on the Real Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

4.6.2 Payments by Purchaser. Seller shall pay Purchaser an amount equal to all installments of real property taxes on the Real Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and Seller shall pay Purchaser for the amount so calculated as due by Seller.

4.7 *Closing Costs.* Seller shall pay the following costs: Seller's attorney fees, fees described in Section 4.8 hereof, the insurance premium for the title policy issued pursuant to the commitment for title insurance required by Section 3.1 hereof, any state or local transfer taxes, any required zoning certificates and any recording fees related to release of any liens. Purchaser shall pay the following costs: Purchaser's attorney fees, the reasonable and customary closing fee of the Title Company, and recording fees for recording the deed.

4.8 *Brokerage Commissions.* Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser with regard to this transaction except Keller Williams Revolution who shall be paid a commission of 3% of the Purchase Price by Seller at Closing. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any real estate broker or similar person or entity claiming to have been engaged by the Indemnifying Party with regard to this transaction.

4.9 *Special Assessments.* Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Real Property.

[MA] [SP]

4.10 *Utility Expenses.* All utility expenses will be adjusted as of the Closing Date, and Seller will pay any such expenses incurred or accrued with respect to the Real Property prior to the Closing Date.

4.11 *Prorations.* There shall be no proration of prepaid insurance premiums except with respect to insurance policies to which Purchaser has expressly agreed to accept an assignment (or be added as an additional named insured) as of the Closing Date.

5. ***Seller's Representations, Warranties and Covenants.*** In addition to all other representations, covenants and warranties made by Seller in this Agreement, Seller represents, covenants and warrants, as of the Effective Date and as of the Closing Date, as follows:

5.1 *Ownership and Authority.* As of the Closing Date only, Seller is the sole owner of and has good and merchantable fee simple title to the Real Property, and as of the Closing Date the Real Property shall be free and clear of all liens, encumbrances, easements, covenants, restrictions, dedications or rights-of-way, or other matters affecting title to the Real Property or use of the Real Property, except the Permitted Exceptions and other matters approved in writing by Purchaser.

5.2 *Liens and Liabilities.* Except for matters which can be removed by the payment of money, which Seller agrees to remove at or before Closing, to Seller's knowledge the Real Property is not subject to any liens, encumbrances, security interests, liabilities, or judgments of any kind whatsoever. Seller shall be responsible for all debts, claims, contracts and liabilities in any way connected solely with the conduct of Seller's operations on the Real Property, and Purchaser shall have no liability for Seller's operations conducted on the Real Property or otherwise or for any liabilities, known, unknown, contingent or otherwise, of Seller.

5.3 *Notice of Litigation or Violation.* Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Real Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Real Property. Seller shall promptly notify Purchaser of any such notice received between the Effective Date and the Closing Date. Seller knows of no violation of any restrictions or easements affecting the Real Property or of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Real Property, and Seller has received no notice of any such violation issued by any governmental authority.

5.4 *Leases and Other Rights in Real Property.* There are no leases (oral or written), options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the Real Property.

5.5 *Governmental Regulation.* To the best of Seller's knowledge, the Real Property complies in all respects with all statutes, ordinances, regulations and administrative or judicial orders or holdings, whether or not appearing in public records,

[SP] [MP]

and the consummation of the transactions contemplated by this Agreement shall not violate any such statutes, ordinances, regulations and administrative or judicial orders or holdings or any other agreement or indenture by which Seller is bound.

5.6 *Hazardous Substances.* Seller specifically makes the following representations and warranties regarding the environmental condition of the Real Property: (i) Seller has not conducted or authorized the storage, treatment, or disposal on the Real Property of any hazardous substances, (ii) there are no pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release or threat of release, on or in the Real Property of any hazardous substance, (iii) no governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or has threatened to determine, that there is a release or threat of release on or in the Real Property of any hazardous substance, (iv) Seller has had no communications or agreement with any governmental or quasigovernmental authority or agency (federal, state or local) or any person or entity, including, but not limited to, any prior owners of the Real Property relating in any way to the release or threat of release, on or in any part of the Real Property of any hazardous substance, and (v) to Seller's knowledge there are no underground storage tanks located on the Real Property. For purposes of this Agreement, "hazardous substance" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability

5.7 *Mechanics Liens.* Seller has fully paid all bills, claims and obligations for labor performed and materials furnished for or on behalf of Seller in and about the improvement of the Real Property, and no such bills, claims or obligations are outstanding or unpaid.

5.8 *Insurance Notices.* Seller has not received any notice from any insurance carrier regarding defects or inadequacies in the Real Property which, if not corrected, would result in termination of the Seller's insurance coverage or increase in the cost thereof, and Seller has no knowledge of any such defects or inadequacies.

5.9 *Encroachments.* To the best of Seller's knowledge and belief, no improvements upon the Real Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Real Property.

5.10 *Special Assessments.* There are no special assessments against the Real Property and to the best of Seller's knowledge, there are no proceedings for special assessments against the Real Property.

5.11 *Flood Plain.* To the best of Seller's knowledge and belief, the Real Property is not located in a flood plain.

[SP] [MP]

5.12 *Casualty Insurance.* Until Closing, Seller shall, at its expense, keep the Real Property and the improvements thereon constantly insured with an insurance company against loss by fire and other casualties with extended coverage in the same amounts as currently carried by Seller as of the Effective Date.

6. *Condition of the Real Property.* Except for the representations, warranties and covenants set forth in this Agreement, Purchaser expressly agrees to purchase the Real Property "AS IS."

7. *Indemnity.* Seller hereby agrees to indemnify, defend and hold harmless Purchaser and its members, managers, employees, agents and beneficiaries against any and all losses, liabilities, fines and penalties and damages (including, without limitation, amounts paid in settlement and reasonable cost of investigation, reasonable attorney fees and other legal expenses) incurred by Purchaser or its members, managers, employees, agents and beneficiaries as a result of: (i) the inaccuracy in any respect of any representation or warranty, or a breach of any covenant of the Seller contained herein; (ii) any obligations, liabilities or charges of the Seller not expressly assumed by the Purchaser except to the extent that Purchaser receives a credit therefor on the closing statement; (iii) any misrepresentation in, or omission of a material fact from, any opinion, certificate or instrument of transfer or conveyance to be furnished to the Purchaser by or on behalf of the Seller under this Agreement; or (iv) the ownership of the Real Property on or prior to the Closing Date.

8. *Default.* If either Seller or Purchaser wrongfully refuses to close the sale of the Real Property or is unable to close the sale of the Real Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and the non-breaching Party shall be entitled to all remedies under Illinois law at the time of the breach, reasonable attorney fees and court costs and all other damages suffered as a result of the breach or default hereunder.

9. *Assignment.* Purchaser may not assign its rights under this Agreement without the consent of Seller, which shall not be unreasonably withheld, provided, however, that no such assignment shall relieve or release Purchaser from its obligations under this Agreement.

10. *Casualty.* If the buildings and improvements forming a part of the Real Property are damaged or destroyed by fire or other casualty from and after the date hereof Seller, at its option may, or may not, repair such damage or destruction and Purchaser may either (i) accept such repairs, or non-repairs, as the case may be, and this Agreement shall close according to its terms, or (ii) terminate this Agreement, by providing written notice of such termination to Seller. In the event of such termination, the parties shall have no further rights or liability under this Agreement.

11. *Condemnation.* If any portion or portions of the Real Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the Effective Date, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid

time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Seller to collect such awards).

12. ***Personal Property.*** Seller shall convey all existing improvements and fixtures (unless leased) including, but not limited to, all attached carpeting and other attached floor coverings, all attached cooling, heating plumbing and electrical systems and all available screens, storm sashes and combination doors, window shades and blinds, curtain rods, awnings, sump pump, ceiling fans, water softener, built-in appliances and any other appliances owned by Seller attached to the Real Property.

13. ***Miscellaneous.*** It is further understood and agreed as follows:

13.1 ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

13.2 ***Survival.*** The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

13.3 ***Severability.*** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions of this Agreement shall not be affected thereby.

13.4 ***Time.*** Time is of the essence of this Agreement.

13.5 ***Binding Effect.*** The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties.

13.6 ***Amendment and Waiver.*** This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either Party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the Party waiving the requirement.

13.7 ***Integrated Agreement.*** This Agreement, and all exhibits attached to this Agreement, constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Real Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

13.8 ***Choice of Law.*** It is the intention of Seller and Purchaser that the internal

[SP] [MP]

laws of Illinois, and not its law of conflicts, shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

13.9 *Notices.* All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by messenger or courier service, emailed, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to the Seller:

Brad Sauder and Marci Sauder
22870 Scotts Lane
Tremont, IL 61568
mbsauder@gmail.com

If to the Purchaser

Spark Education, LLC
Attn.: Michelle B. Peterson
101 Forestview Rd.
Morton, IL 61550
modanovich@yahoo.com

With a copy to:

With a copy to:
Lynne M. Binkele
Benckendorf & Benckendorf, P.C.
100 N. Main St.
Morton, IL 61550
lbinkele@benckendorf.com

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with a sent confirmation if by email; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

13.10 *Waiver of Tender.* Formal tender of an executed deed and the Purchase Price each is hereby waived.

13.11 *Construction of the Agreement.* Each Party had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement. The Parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.


13.12 *Delivery by Facsimile or PDF.* This Agreement, the agreements referred to in this Agreement, and each other agreement or instrument entered into in connection with this Agreement, to the extent signed and delivered by means of a facsimile machine or by emailed PDF, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

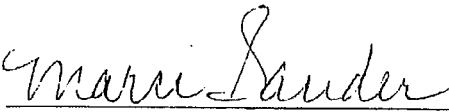


13.13 *Electronic Signatures Acceptable.* Signature of this Agreement by either or both of the parties through utilization of commercially available electronic signing technology (such as DocuSign) that complies with the requirements of the United States ESIGN Act (15 U.S.C. §7001) shall be considered an original signature and will be binding on the parties.

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

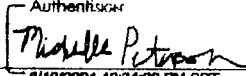
SELLER:


BRAD SAUDER


MARCI SAUDER

PURCHASER:

SPARK EDUCATION, LLC, an Illinois
Limited Liability Company,

By: 
MICHELLE B. PETERSON, its Manager



8/10/2021 1:41:36 PM CDT

EXHIBIT A
Legal Description

Lot 28 in MILLER'S FIRST ADDITION to the Village of Morton, as shown by plat recorded in Plat Book "A", Page 28; situated in the County of Tazewell and State of Illinois;

P.I.N.: 06-06-21-106-004;

Commonly known as: 216 N. First Ave., Morton, Illinois 61550.

This legal description can be supplemented at a later date to provide a more accurate description.

EXHIBIT B

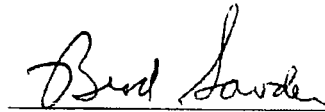
CLOSING DATE CERTIFICATE

As of _____, 2021 (the "Closing Date"), BRAD SAUDER and MARCI SAUDER ("Seller"), certify as follows:

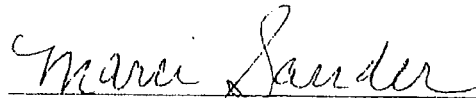
1. All representations and warranties made by Seller in the Agreement for Purchase and Sale of Real Property by and between Seller and SPARK EDUCATION, LLC, an Illinois limited liability company ("Purchaser") dated June 15, 2021 ("Agreement") and all documents, certificates or exhibits delivered by Seller to Purchaser pursuant to the Agreement are to the best of Seller's knowledge true and correct in all material respects.

2. All of the covenants and obligations to be performed on the part of Seller under the Agreement have been timely and properly performed.

SELLER:



BRAD SAUDER



MARCI SAUDER

EXHIBIT C

STATE OF Illinois)
) SS
COUNTY OF Tazewell)

AFFIDAVIT OF SELLER

The undersigned, BRAD SAUDER and MARCI SAUDER ("Seller"), do hereby depose and state as follows:

1. Seller owns certain real estate (the "Property"), which is commonly known as 216 N. First Ave., Morton, Illinois, and legally described on Exhibit A to the Agreement for Purchase and Sale of Real Property dated June 15, 2021.

2. Seller or Seller's authorized agent (or each of them if there are more than one) is over 18 years of age and under no legal disability.

3. This Affidavit is made by Seller in connection with the sale of the Property to SPARK EDUCATION, LLC, an Illinois limited liability company ("Purchaser"), and is given to induce Purchaser to make or complete the purchase of the Property.

4. No labor, services or materials have been furnished or delivered to the Property or used for improvements or repairs of the Property at any time within the past four (4) months that have not been fully and completely paid for and Seller has no debts, outstanding contracts or liabilities which could give rise to or result in a lien or claim of lien against the Property under the Illinois Mechanics' Lien Act.

5. All fixtures now located in or upon the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

6. No persons are in possession of the Property except the Seller and there are no leases, oral or written, or other arrangements concerning the Property under which any person other than the Seller has any possessory rights in the Property, except those tenants in possession under the unit leases previously provided to Purchaser.

7. To the knowledge of Seller, there are no party wall agreements, driveway agreements, overlaps, boundary lines in dispute or unrecorded easements in regards to the Property, nor are there any improvements upon the Property which encroach upon adjoining properties, nor are there any improvements from adjoining properties which encroach upon the Property.

8. To the knowledge of Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

9. To the knowledge of Seller, there are no presently existing violations of any

restrictions or easements of record affecting the Property.

10. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by Seller or to the knowledge of Seller, other than the Agreement for Purchase and Sale of Real Property between Seller and Purchaser.

11. Neither Seller nor Seller's agent has received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code, or any other law or regulation.

12. There are no matters known to Seller as would otherwise affect the current assessed valuation of the Property nor any exemptions (homestead or otherwise) which affect the assessed valuation, or the present tax proration made in connection with the sale of the Property.

13. There are no unpaid assessments levied by any homeowners', condominium or similar association with jurisdiction over the Property.

14. Seller does hereby certify the following: (a) Seller is not a nonresident alien for purposes of U.S. income taxation; (b) Seller's U.S. taxpayer identification number is 346-46-9804; and (c) Seller's address is 22870 Scotts Lane, Tremont, IL 61568. Seller understands that this Certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement Seller has made here could be punished by fine, imprisonment, or both. Under penalty of perjury, Seller declares that Seller has examined this Certification and to the best of Seller's knowledge and belief it is true, correct and complete.

15. All child support obligations of Seller, if any, becoming due and owing on or before the date set forth below have been paid in full.

16. All representations and warranties of Seller contained in the Agreement for Purchase and Sale of Real Property between Seller and Purchaser regarding the Property are true and correct.

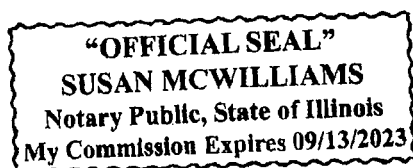
Dated this 15th day of June, 2021.

SELLER:

Brad Sauder
BRAD SAUDER

Marci Sauder
MARCI SAUDER

Subscribed to and sworn before me this 15 day of June, 2021.



Susan McWilliams
NOTARY PUBLIC

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 21-03 ZA

Date: 7/6/2021

1. Legal Description: SEC 17 T25N R3W D MOSIMANS 3RD ADD NE 57 LOT B (EXC NLY 75) IN BLK 2 SE 1/4

Street Address: 101 NORTH MORTON AVE.

2. Area of subject property: 3534 sq. ft. or _____ Ac.

3. Present land use: VACANT BUILDING

Proposed land use or special use: R-1 ONE FAMILY

Requested zoning change: from B-2 District to R-1 District

4. Surrounding zoning districts:

North B-2 East I-2 South B-2 West B-2

5. Subject property is owned by:

Name: ROBERT W. MILLER

Address: 113 N. MOSIMAN AVE.

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:

9. Petitioners' Signature:

Name: Krista Strohl

Address: 417 S Sampson Tremont P.O. Box 303

Phone No.: (309) 303-

Email Address: Kristas@parkertabrication.com

Signature:  Krista Strohl 07/01/2021
7/1/2021 8:16:12 PM CDT

Name: _____

Address: _____

Phone No.: _____

Email Address: _____

Signature: _____

Name: _____

Address: _____

Phone No.: _____

Email Address: _____

Signature: _____

PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: _____ Date: 7/1/2021

1. Legal Description: Sec 17 T25N R3D DAVID MOSIMANS THIRD ADD NE 57 LOT B LOT (EXC THE NLY 75) II

Street Address: 101 N. Morton Ave, Morton, IL 61550

2. Area of subject property: 936 sq. ft. or _____ Ac.

3. Present land use: n/a

Proposed land use or special use: _____

Requested zoning change: from commercial District to residential District

4. Surrounding zoning districts:

North _____ East _____ South _____ West _____

5. Subject property is owned by:

Name: Robert W. Miller

Address: 113 N. Mosiman Ave

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.

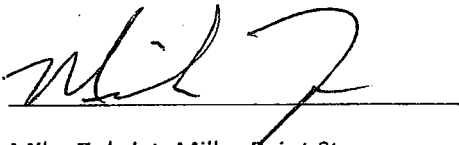
8. Additional exhibits submitted by the petitioner:

To restore this property to its original residential zoning, improve yard, landscaping, survey so that garage is on proper lot & return to its previous residence w/ small beauty shop in back room.

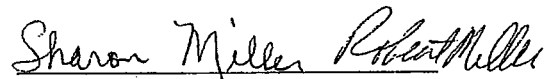
To Whom It May Concern:

As an adjoining property owner to 101 N. Morton Avenue, I have no objection to the property being rezoned to residential/special use permit.

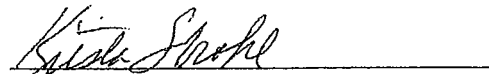
The condition of the property will be much improved and new life brought back to this home.

A handwritten signature in cursive script, appearing to read "Mike Zobrist", written over a horizontal line.

Mike Zobrist, Miller Paint Store

Two handwritten signatures in cursive script, "Sharon Miller" and "Robert Miller", written over a horizontal line.

Bob & Sharon Miller, 409 W. Jefferson

A handwritten signature in cursive script, appearing to read "Krista Strohl", written over a horizontal line.

Krista Strohl, Prospective Buyer

Legend

Addresses

AddressPoints_1K

Parks

Parks

Boundaries

Unincorporated

Commonwealth Easement

Township Boundary

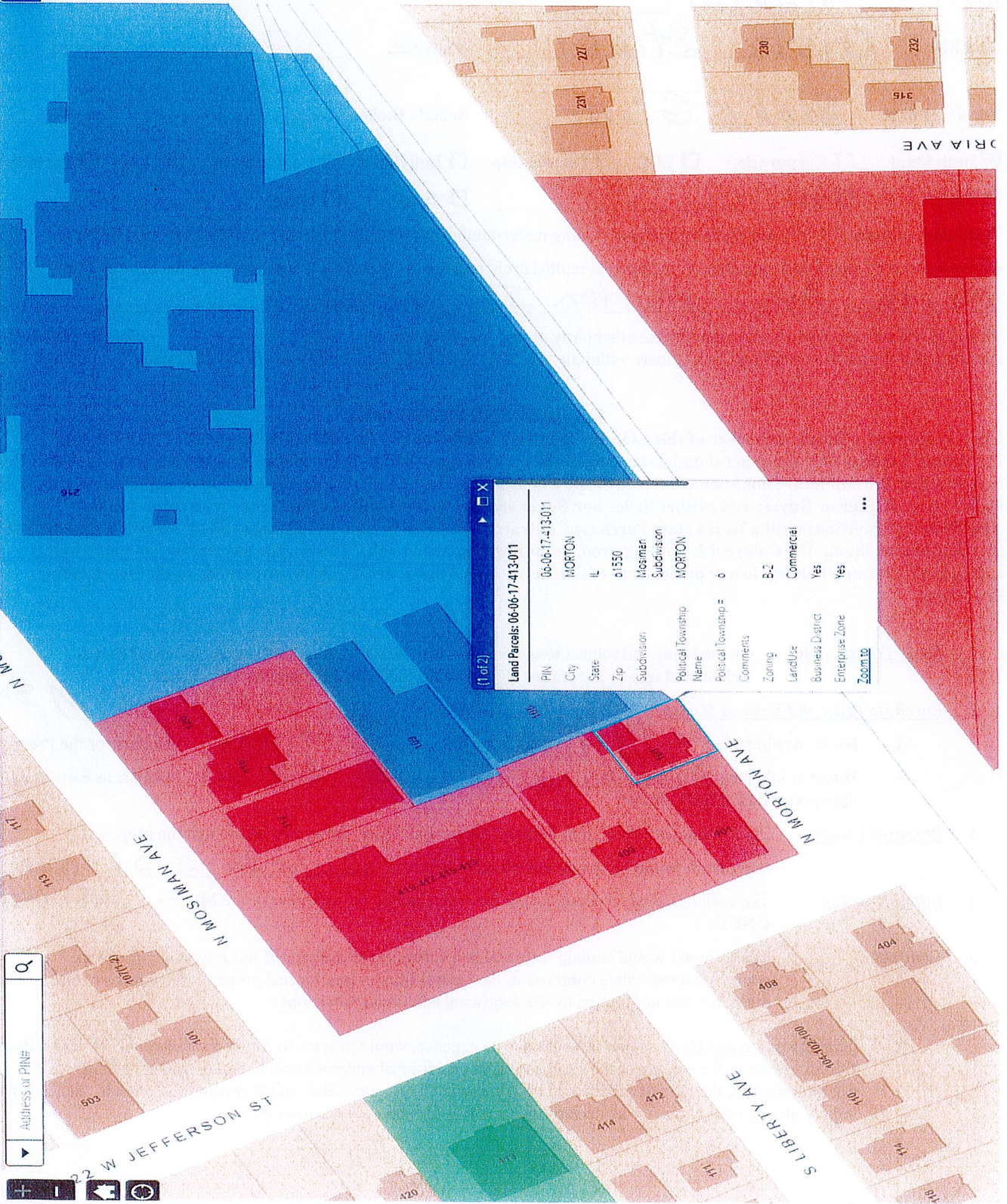
Planning Boundary

Morton City 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



Address or PIN#



(1 of 2)

Land Parcels: 06-06-17-413-011

PIN	06-06-17-413-011
City	MORTON
State	IL
Zip	61550
Subdivision	Mosman
Political Township	MORTON
Name	
Political Township #	0
Comments	
Zoning	B-2
LandUse	Commercial
Business District	Yes
Enterprise Zone	Yes
Zoom to	

PEORIA AREA ASSOCIATION OF REALTORS®

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION



LETTER OF INTENT TO PURCHASE

COMMERCIAL/MULTI-FAMILY REAL ESTATE



1 Date: 6/28/21
2
3 BUYER: Krista Strohl SELLER: _____
4
5 Buyer's Broker: Sandy Glover Seller's Broker: _____
6 ☒ Individual ☐ Corporation ☐ LLC ☐ Partnership ☐ Individual ☐ Corporation ☐ LLC ☐ Partnership
7 ☐ Trust ☐ Other _____ ☐ Trust ☐ Other _____
8 This Letter of Intent ("LOI") sets forth certain non-binding understandings and certain binding provisions between Buyer and Seller
9 with respect to the possible acquisition of commercial/multi-family real estate ("Premises") commonly known as 101 N.
10 Morton Ave, Morton IL 61550
11 This LOI will remain open for execution by the other party until June 29, 2021, provided
12 however, that the party submitting this LOI may withdraw this LOI, in writing, at any time prior to the other party's execution.

NON-BINDING PROVISIONS

13
14 Upon execution by Buyer and Seller of this LOI, the following numbered paragraphs (collectively, the "Non-Binding
15 Provisions") reflect only the general understanding of the matters described in them, and each party acknowledges that the
16 Non-Binding Provisions are not intended to constitute a complete statement of, or a legally binding or enforceable obligation
17 on the part of Seller or Buyer; and neither Seller nor Buyer shall have any liability to the other with respect to the
18 Non-Binding Provisions until a Real Estate Purchase Contract ("Contract") is prepared, authorized, executed, and delivered
19 by and between them. If a Contract is not prepared, authorized, executed and delivered for any reason, no party to this
20 Letter shall have any liability to any other party to this Letter based upon, arising from, or relating to the Non-Binding
21 Provisions.

- 22 1. Basic Transaction. On the terms and subject to the provisions to be set forth in the Contract to be negotiated
23 and entered into by the parties Buyer would purchase the Premises from Seller.
- 24 2. Purchase Price and Earnest Money. Forty two thousand 42,000 + MM sm
25 A. Buyer would pay Forty thousand 40,000 (\$ 40,000) Dollars for the Premises.
26 B. Buyer would pay Five hundred 500.00 (\$ 500.00) Dollars as earnest money
27 upon execution of the Contract.
- 28 3. Proposed Closing. If a Contract is entered into between Buyer and Seller, the parties intend that the proposed
29 transaction would be consummated on or before July 30, 2021 ("Closing").
- 30 4. Initial Drafting. The initial draft of the Contract shall be prepared by the attorney for the ☒ Buyer / ☐ Seller {CHECK
31 ONE}.
- 32 5. Contract. The Contract would contain the usual and customary conditions of those typically found in
33 commercial real estate contracts in the central Illinois area for real property of a similar nature
34 including, but not limited to, the following additional provisions :
35
36 A. Title Insurance and Deed. Seller, at Seller's sole expense, would provide to Buyer a standard ALTA commitment for
37 title insurance in the amount of the purchase price. Additional endorsements to and extended coverage of the
38 commitment and the type of deed would be as negotiated between Seller and Buyer in the Contract. Seller would also
39 supply all real estate transfer tax declarations and pay for real estate transfer tax.

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LETTER OF INTENT TO PURCHASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



- B. Payment of real estate commission. The real estate commission would be at ☐ Buyer / ☐ Seller {CHECK ONE} expense. If the subject property is not currently listed in the MLS / CMLS, then Buyer Brokerage shall be paid by Waived.
- C. Environmental Inspections. The environmental inspections would be at ☐ Buyer / ☐ Seller {CHECK ONE} expense.
- D. Other General Physical Inspections of the Premises. A general physical inspection of the Premises would be at ☐ Buyer / ☐ Seller {CHECK ONE} expense. n/a
- E. Appraisal. The appraisal would be at ☒ Buyer / ☐ Seller {CHECK ONE} expense.
- F. Financing. The Contract would be subject to Buyer's ability to obtain financing for the purchase of the Premises on terms and conditions acceptable to Buyer.
- G. Personal Property Included in the Purchase. none
- H. The ☒ American Land Title Association "ALTA" or ☒ Boundary survey {CHECK ONE} would be obtained by _____ at buyers's expense.
- I. Zoning and Land Use. Any rezoning and land use issues would be resolved at ☐ Buyer / ☐ Seller {CHECK ONE} expense and the Contract would provide for a contingency and contingency period in which time the parties would seek to obtain rezoning or resolution of the land use issues of the Premises and each party would agree to cooperate with the other party's efforts.
- J. Review of leases, service contracts, and other agreements.
- K. Assignment of leases, security deposits, service contracts, and other agreements, if any.
- L. Prorations of taxes, rentals, assessments, service contracts, utilities and other recurring obligations.
- M. Condition of Premises.
- ✓ a) "As-Is" condition as of the date of possession, with no warranties expressed or implied.
- b) "As-Is" condition as of Buyer's final inspection with limited warranties to be negotiated between Seller and Buyer in the Contract including:
- _____
- N. Other: Survey to be paid by buyer w/ 12'-15' past end of garage included w/ 101 N. Morton Ave, Tax ID # 06-06-17-413-011

The Contract would provide that all due diligence and/or contingencies on behalf of Buyer would be completed not later than July 15, 2021

but the parties acknowledge that Buyer will consult with his/her/its legal counsel, various inspectors, surveyors and appraisers, as applicable, (1) to determine whether the due diligence items included and/or excluded in this paragraph 5 are appropriate and (2) to determine whether the due diligence completion date is reasonable in light of the nature and scope of due diligence work to be done and the work schedules of the inspectors, surveyors, etc.

PEORIA AREA ASSOCIATION OF REALTORS®

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LETTER OF INTENT TO PURCHASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



BINDING PROVISIONS

77
78 Upon execution by Buyer and Seller of this Letter, the following lettered paragraphs (collectively, the "Binding Provisions") will
79 constitute the legally binding and enforceable agreement of Buyer and Seller (in recognition of the significant costs to be borne
80 by all parties in pursuing this proposed transaction and further in consideration of their mutual undertakings as to the matters
81 described herein).

- 82 A. Reasonable Efforts. Buyer and Seller will negotiate in good faith and use their reasonable efforts to arrive at a mutually
83 acceptable Contract for approval, execution, and delivery on or before the termination date set forth in
84 paragraph F (ii) hereof.
- 85 B. Confidentiality. In the event of termination of negotiations, each party promptly will deliver to the other party and will not
86 retain any documents, work papers and other material (and any reproductions thereof) obtained by each
87 party or on its behalf from such other party as a result of this proposal or in connection therewith, whether
88 so obtained before or after the execution hereof, and will not use any information so obtained and will use
89 its reasonable efforts to have any information so obtained kept confidential and not used in any ways
90 detrimental to such other party.
- 91 C. Exclusive Dealings. Until the Contract has been duly executed and delivered by all the parties or until the Binding Provisions
92 have been terminated pursuant to Paragraph F below, whichever occurs sooner: (i) Seller will not enter
93 into any negotiations, discussions, agreements or understandings for the purpose of selling or exchanging
94 the Premises to any other person or entity; and (ii) Buyer will not enter into any negotiations, discussions,
95 agreements or understandings for the purpose of buying or exchanging any real property other than the
96 Premises. The foregoing does not preclude the Premises remaining in the MLS / CMLS system.
- 97 D. Broker. It is acknowledged by the parties that the brokers or salespersons designated above have participated
98 in the transaction by acting as agent for the parties during their negotiations.
- 99 E. Costs. Buyer and Seller will each be responsible for and bear all of their own respective costs and expenses,
100 including without limitation expenses of their legal counsel, accountants and other representatives incurred
101 at any time in connection with this LOI.
- 102 F. Termination. The Binding Provisions of this LOI may be terminated: (i) at any time by mutual written consent of
103 Buyer and Seller; or (ii) upon written notice by any party to the other party if the Contract has not been
104 executed by all parties by _____; provided, however,
105 that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of
106 the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties
107 shall have no further obligations hereunder, except as stated in Paragraphs B and E, which shall survive
108 any such termination.
- 109 G. Notice of Confirmation of Consent to Dual Agency. The undersigned confirm (if applicable) that they have previously
110 consented to Sandy Glover ("Licensee") acting as a Dual Agent in providing brokerage
111 service on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
112 transaction referred to in this LOI.
- 113 Please initial. _____ Buyer _____ Buyer AM Seller Sm Seller

114 The parties understand and agree it is illegal for either of the parties to refuse to display or sell seller's property to any person on the
115 basis of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, military
116 status, unfavorable discharge from military service, sexual orientation, or any other class protected by Article 3 of the Illinois Human
117 Rights Act. The parties agree to comply with all applicable federal, state and local fair housing laws.

118 THE PRINTED MATTER OF THIS LOI HAS BEEN PREPARED AND APPROVED AS OF OCTOBER, 2016 UNDER THE SUPERVISION OF THE
119 PEORIA AREA ASSOCIATION OF REALTORS® AND THE PEORIA COUNTY BAR ASSOCIATION. APPROVAL DOES NOT CONSTITUTE AN
120 OPINION THAT THE TERMS AND CONDITIONS IN THIS LOI SHOULD BE ACCEPTED BY THE PARTIES FOR A PARTICULAR TRANSACTION.
121

PEORIA AREA ASSOCIATION OF REALTORS®

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION



LETTER OF INTENT TO PURCHASE COMMERCIAL/MULTI-FAMILY REAL ESTATE



BUYER

SELLER

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Krista Leigh Strohl
Buyer's Signature
Krista Leigh Strohl
Printed Name
417 S Sampson PO Box 303
Street Address
Tremont IL 61568
City, State and Zip
309 303 8877
Telephone #
Fax #
Krista K1strohl7@gmail.com
E-Mail

Buyer's Signature

Printed Name

Street Address

City, State and Zip

Telephone #

Fax #

E-Mail

Buyer's Attorney

Address

Telephone #

Fax #

E-Mail

Sandy Glover
Broker/Agent
226 W. Adams
Address
Morton IL 61550
Telephone #
Fax #
Sandy @ sandyglover.net
E-Mail

Robert W Miller
Seller's Signature
Robert W Miller
Printed Name
113 Mosiman
Street Address
Morton IL 61550
City, State and Zip
309-208-3011
Telephone #
Fax #

E-Mail
Sharon Miller
Seller's Signature
Sharon Miller
Printed Name
113 Mosiman
Street Address
Morton IL 61550
City, State and Zip
309-208-3015
Telephone #
Fax #

E-Mail

Seller's Attorney

Address

Telephone #

Fax #

E-Mail

Listing Broker/Agent

Address

Telephone #

Fax #

E-Mail



PEORIA AREA ASSOCIATION OF REALTORS®
IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION

FINANCING AMENDMENT TO RESIDENTIAL SALES CONTRACT

1 The Residential Sales Contract ("Contract") between the undersigned for the sale of
2 101 N. Morton Ave, Morton IL 61550

3 is hereby amended by adding the following:

4 Buyer shall within seven (7) days after the date of acceptance apply for the financing arrangement checked below and
5 thereafter use due diligence in obtaining said financing and shall serve Seller with written evidence of loan application.

6 Buyer shall serve Seller with written loan commitment on or before July 23, 2021 in the manner
7 provided in this Contract for the giving of notices. The parties may mutually agree to extend the designated date by a written Change
8 Amendment, Form #1208.

9 If Buyer is unable to obtain said financing commitment and serves written notice upon Seller documenting such inability by
10 date designated above, Buyer shall be entitled to termination of this Contract and return of the earnest money. **If Buyer's failure to**
11 **obtain financing is the result of any undisclosed contingency requiring the sale or exchange of real property owned by the**
12 **Buyer, Buyer agrees to forfeit the earnest money.** If, upon application, Buyer fails to secure or lock-in the rate and terms, the
13 financing condition herein shall be deemed satisfied, and Buyer shall pay any additional expenses or rates if they later become higher
14 when secured or locked-in by Buyer.

15 **If Buyer fails to apply or give any notice required hereunder, Seller may notify the Buyer that, after three (3) days**
16 **from service of such notice, the Contract will terminate unless cured by the Buyer within that time, and in the event of such**
17 **Contract termination, Buyer agrees to forfeit the earnest money.**

18 Buyer agrees to pay for any inspections of the Premises as may be required by lender except as otherwise provided herein.

19 Buyer is purchasing the

20 Premises to be:

21 ☐ owner occupied

22 ☐ non-owner occupied

Buyer's letter of pre-qualification:

☐ is attached to this amendment

☐ is not attached to this amendment

(Pre-qualification is based only on information provided by the buyer. The lender has established the amount, term and type of loan the buyer would qualify for at current interest rates based on allowable income to debt ratios.)

Buyer's letter of underwritten credit approval:

☐ is attached to this amendment

☐ is not attached to this amendment.

(Underwritten Credit Approval shall mean the buyer has made pre-approval application, lender has verified income, debt, funds for the down payment and closing costs and the underwriter has given written credit approval, subject to property appraisal.)

25 Seller agrees to pay UP TO \$ 0 toward Buyer's costs and prepaids, as allowed by lender.

27 FINANCING CONTINGENCY. (CHECK Yes or No on all paragraphs and complete paragraphs that apply.)

28 This Contract is contingent upon the ability of the Buyer to obtain the following described financing arrangement which cannot be changed
29 without the agreement of both parties:

30 MM Buyer's Initials
31 Buyer and Seller acknowledge that Buyer's lender may require certain repairs in order to approve funding which, if necessary, will
32 be addressed on a subsequent Lender's Inspection Repair Amendment which shall be submitted by Buyer, together with
33 supporting documents from the appraisal within twenty-one (21) days after the date of acceptance. Notice of termination shall be
34 given in the manner provided in the Contract for giving of notices. **IF BUYER FAILS TO SO SERVE A COPY OF THE**
35 **LENDER'S INSPECTION REPAIR AMENDMENT SUPPORTED BY THE DOCUMENTATION FROM THE**
36 **APPRAISAL OR NOTICE OF TERMINATION AS CALLED FOR HEREIN THEN THIS CONDITION SHALL BE**
DEEMED SATISFIED.

37 A. ☐ Yes ☐ No **CONVENTIONAL MORTGAGE OR VARIABLE RATE LOAN.** A mortgage commitment of _____% of the purchase
38 price, at either a (☐ fixed) or an (☐ initial variable) {CHECK ONE} interest rate not greater than _____% at an initial term
39 not less than _____ years, amortization not less than _____ years, and with Buyer's points not to exceed _____.

40 B. ☐ Yes ☐ No **BRIDGE / INTERIM FINANCING.** A bridge and/or interim loan commitment letter from lender on or before
41 _____.

42 C. ☐ Yes ☐ No **FINANCING PROGRAM.** Subject to Buyer receiving approval for Commercial loan financing
43 program on or before July 23, 2021



PEORIA AREA ASSOCIATION OF REALTORS®

FINANCING AMENDMENT TO RESIDENTIAL SALES CONTRACT

Page 2

45 D. ☐ Yes ☒ No **FHA MORTGAGE LOAN.** A mortgage commitment of _____ % including the MIP insurance, at a (☐ fixed) or an (☐
46 initial variable) {CHECK ONE} interest rate not greater than _____ % at an initial term not less than _____ years,
47 amortization not less than _____ years and with Buyer's origination fee not greater than _____ % of purchase price less
48 down payment and Buyer's points not greater than _____ % of the loan amount, or upon such other terms as Buyer chooses to
49 accept. Regardless of any other provision of this Contract, Buyer shall not incur any penalty by forfeiture of earnest money or
50 otherwise be obligated to complete the purchase of the Premises, if the purchase price exceeds the appraised value of the
51 Premises established by the Federal Housing Commissioner. Buyer ☐ has ☐ has not {CHECK ONE} received the HUD
52 Notice to Purchasers regarding home inspection.

53 E. ☐ Yes ☒ No **VA MORTGAGE LOAN.** A mortgage commitment of _____ % at a (☐ fixed) or an (☐ initial variable) {CHECK ONE}
54 interest rate not greater than _____ % at an initial term not less than _____ years, amortization not less than _____
55 years and with Buyer's origination fees not greater than _____ % of the loan amount and Buyer's points not to exceed _____
56 % of the loan amount and Buyer's funding fee not greater than _____ % of the loan amount, or upon such other
57 terms as Buyer chooses to accept. Funding fee to be (☐ added to the loan amount) (☐ paid at time of closing) {CHECK
58 ONE}. Notwithstanding any other provision of this Contract, Buyer shall not be obligated to complete purchase of the Premises,
59 if the purchase price exceeds the appraised value established by the Veterans Administration. The Wood Infestation Report, as
60 provided for in Paragraph 11 of the Residential Sales Contract, shall be obtained by the Buyer and paid for by the Seller, as
61 required by the Veterans Administration, for an amount not to exceed \$ _____.

62 F. ☐ Yes ☒ No **USDA RURAL DEVELOPMENT.** A mortgage commitment for a (☐ Guarantee Loan) or a (☐ Direct Loan) {CHECK
63 ONE} of _____ % at a fixed interest rate not greater than _____ %, amortized not less than _____ years and with
64 Buyer's origination fees not greater than _____ % of the loan amount and Buyer's points not to exceed _____ % of the
65 loan amount and Buyer's guarantee fee not greater than _____ % of the loan amount, or upon such other terms as Buyer
66 chooses to accept. Guarantee fee to be (☐ added to the loan amount) (☐ paid at time of closing) {CHECK ONE}.

67 G. ☐ Yes ☒ No **MORTGAGE ASSUMPTION.** Buyer, at own expense, obtaining a lender's consent, if necessary, to Buyer's assumption and
68 agreement to pay the existing real estate mortgage loan with an approximate balance of \$ _____ with
69 approximately _____ years remaining thereon, with a monthly payment of principal and interest of
70 \$ _____, with an interest rate at closing of not greater than _____ %, and with a transfer fee of no more
71 than \$ _____. Seller agrees to permit such assumption (☐ with) (☐ without) {CHECK ONE} release of
72 Seller's liability on the note and mortgage. Interest shall be prorated as of closing. Any tax or insurance escrow shall be
73 assigned to and paid by Buyer at closing.

74 H. ☐ Yes ☒ No **CONTRACT FOR DEED.** The parties shall enter into a Contract for Deed provided by Seller's attorney, a proposed draft of
75 which Seller shall provide to Buyer by _____, 20 _____. If Buyer does not receive a proposed Contract
76 for Deed within that time period or parties cannot mutually agree to terms and conditions by _____,
77 20 _____, Buyer may give notice to terminate this Contract in the manner provided in the Contract for giving of notices and
78 receive immediate refund of the earnest money deposit.

79 The Contract for Deed shall provide for a total down payment of \$ _____ (including earnest money
80 deposit) with the balance of \$ _____, together with interest rate of _____ % per annum on the
81 remaining unpaid balance, to be payable in monthly installments of \$ _____, beginning one (1) month after
82 date of possession. Interest shall begin at date of possession. **THE FOLLOWING** (☐ is) (☐ is not) **APPLICABLE** {CHECK
83 ONE} A balloon payment of the entire balance shall be due on _____, 20 _____.

84 The deed of conveyance shall be delivered in accordance with the terms of the Contract for Deed which shall be executed at
85 closing. Title to personal property shall pass with the deed of conveyance.

86 If this Amendment is inconsistent with the terms of the Contract between the undersigned, the provisions of this Amendment shall control;
87 however, Paragraph 19 of the Contract shall control as to any date of performance within this Amendment.

88 DATED: 6/28/21

DATED: 6/29/21

89 BUYER: [Signature]

SELLER: [Signature]

90 BUYER: _____

SELLER: Sharon Miller

Property Address _____

ORDINANCE NO. 22-08

**AN ORDINANCE AMENDING TITLE 10 OF THE VILLAGE CODE OF THE VILLAGE OF MORTON TO
PROVIDE AMENDMENTS REGARDING FRONT YARD SETBACKS**

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

WHEREAS, the Plan Commission duly held a public hearing on the requested zoning amendment and has recommended the amendment set forth herein.

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

1. The Morton Municipal Code is hereby amended by deleting the existing paragraph (G) of Section 10-4-3 and inserting in its place a new Section (G), which shall be as follows:

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

(G) Landscaped Front Yard Required: The required front yard shall be reduced in the manner set forth in the regulations for the applicable zoning district within the territory shown on the following map:

REDUCED FRONT YARD



2. Section 10-5-2(D)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: No building shall be erected or enlarged without providing or maintaining a front yard of thirty five feet (35') unless the exception set forth in Section 10-4-3(G) applies, and in the instance such exception applies the required front yard shall be reduced to twenty six feet four inches (26'4").

3. Section 10-5-3(D)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: No building shall be erected without providing or maintaining a front yard of thirty five feet (35') unless the depth of the lot is less than one hundred thirty five feet (135') in which case the front yard shall be no less than twenty five feet (25'). In the event the building is constructed in an established area on one side of the street between two (2) intersecting streets that is improved with buildings that have observed a front yard depth which is less than the thirty five feet (35') or twenty five feet (25') requirement, then in such established districts the front yard depth may be the same as, but no less than, the building immediately adjacent to either side of the proposed building. In the event the building is constructed in an area within the territory set forth in in Section 10-4-3(G), then the required front yard shall be reduced to twenty six feet four inches (26'4") for lots with a depth not less than one hundred thirty five feet (135'), or to eighteen feet nine inches (18'9") for lots with a depth less than one hundred thirty five feet (135').

4. Section 10-5-3(D)(4) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

4. R-1A Front Yard: No building shall be erected without providing or maintaining a front yard of thirty five feet (35') unless the depth of the lot is less than one hundred thirty five feet (135') in which case the front yard shall be no less than twenty five feet (25'). In the event the building is constructed in an area within the territory set forth in in Section 10-4-3(G), then the required front yard shall be reduced to twenty six feet four inches (26'4") for lots with a depth not less than one hundred thirty five feet (135'), or to eighteen feet nine inches (18'9") for lots with a depth of less than one hundred thirty five feet (135').

5. Section 10-5-4(D)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: No building shall be erected without providing or maintaining a front yard of thirty five feet (35') unless the depth of the lot is less than one hundred thirty five feet (135') in which case the front yard shall be no less than twenty five feet (25'). In the event the building is constructed in an established area on one side of the street between two (2) intersecting streets that is improved with buildings that have observed a front yard depth which is less than the thirty five feet (35') or twenty five feet (25') requirement, then in such established districts the front yard depth may be the same as, but no less than, the building immediately adjacent to either side of the proposed building. In the event the building is constructed in an area within the territory set forth in in Section 10-4-3(G), then the required front yard shall be reduced to twenty six feet four inches (26'4") for lots with a depth not less than one hundred thirty five feet (135'), or to eighteen feet nine inches (18'9") for lots with a depth of less than one hundred thirty five feet (135').

6. Section 10-5-5(D)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: No building shall be erected without providing or maintaining a front yard of thirty-five feet (35') unless the depth of the lot is less than one hundred thirty-five feet (135'), in which case the front yard shall be no less than twenty-five feet (25'). In the event the building is constructed in an established area on one side of the street between two (2) intersecting streets that is improved with buildings that have observed a front yard depth which is less than the thirty-five feet (35') or twenty-five feet (25') requirement, then in such established districts, the front yard depth may be the same as, but not less than, the building immediately adjacent to either side of the proposed building. In the event the building is constructed in an area within the territory set forth in in Section 10-4-3(G), then the required front yard shall be reduced to twenty six feet four inches (26'4") for lots with a depth not less than one hundred thirty five feet (135'), or to eighteen feet nine inches (18'9") for lots with a depth of less than one hundred thirty five feet (135').

7. Section 10-5-6(D)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: No building shall be erected without providing or maintaining a front yard of thirty-five feet (35') unless the depth of the lot is less than one hundred thirty-five feet (135'), in which case the front yard shall be no less than twenty-five feet (25'). In the event the building is constructed in an established area on one side of the street between two (2) intersecting streets that is improved with buildings that have observed a front yard depth which is less than the thirty-five feet (35') or twenty-five feet (25') requirement, then in such established districts, the front yard depth may be the same as, but not less than, the building immediately adjacent to either side of the proposed building. In the event the building is constructed in an area within the territory set forth in in Section 10-4-3(G), then the required front yard shall be reduced to twenty six feet four inches (26'4") for lots with a depth not less than one hundred thirty five feet (135'), or to eighteen feet nine inches (18'9") for lots with a depth of less than one hundred thirty five feet (135').

8. Section 10-6-2(C)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: The front yard shall be equal to the building height but in no case less than twenty five feet (25) unless the exception set forth in Section 10-4-3(G) applies, and in the instance such exception applies the required front yard shall be equal to the building height but in no case less than eighteen feet nine inches (18'9").

9. Section 10-6-3(C)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: The front yard shall be equal to the building height but in no case less than twenty five feet (25) unless the exception set forth in Section 10-4-3(G) applies, and in the instance such exception applies the required front yard shall be equal to the building height but in no case less than eighteen feet nine inches (18'9").

10. Section 10-6-4(C)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: The front yard shall equal the building height but in no case shall it be less than forty five feet (45'), except that on the west side of Detroit Avenue

south of Birchwood Street, the minimum front yard shall be sixty feet (60') unless the exception set forth in Section 10-4-3(G) applies, and in such case the minimum front yard shall be reduced to thirty-three feet nine inches (33'9"), except that on the west side of Detroit Avenue south of Birchwood Street, the minimum front yard shall be forty five feet (45').

11. Section 10-7-2(C)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: The front yard shall be twice the height of the portion of the building nearest the street line but in no case less than sixty feet (60') unless the exception set forth in Section 10-4-3(G) applies, and in the instance such exception applies the required front yard shall be equal to twice the height of the portion of the building nearest the street line but in no case less than forty-five feet (45').

12. Section 10-7-3(C)(1) of the Morton Municipal Code is hereby amended as follows, with additions shown in strikethrough font:

1. Front Yard: The front yard shall be twice the height of the portion of the building nearest the street line but in no case less than sixty feet (60') unless the exception set forth in Section 10-4-3(G) applies, and in the instance such exception applies the required front yard shall be equal to twice the height of the portion of the building nearest the street line but in no case less than forty-five feet (45').

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect upon its passage, approval, and publication as may be required by law.

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2021; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2021.

President

ATTEST:

Village Clerk

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<p>1 PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS</p> <p>2 DATE: July 26, 2021</p> <p>3 TIME: 7:00 p.m.</p> <p>4 PLACE: Freedom Hall 349 West Birchwood Morton, Illinois 61550</p> <p>6 COMMISSION MEMBERS PRESENT:</p> <p>7 Ms. Kara Knepp Mr. Gerald Ritterbusch 8 Mr. Jeff Keach Mr. Chad DeWeese 9 Mr. Craig Smock Mr. Pat McGrath 10 Mr. Brad Marks Mr. Bill Aupperle</p> <p>11</p> <p>12 MR. KEACH: Ready for our meeting.</p> <p>13 MR. MARKS: Geil.</p> <p>14 (No response.)</p> <p>15 MR. MARKS: Knepp.</p> <p>16 MS. KNEPP: Here.</p> <p>17 MR. MARKS: Smock.</p> <p>18 MR. SMOCK: Here.</p> <p>19 MR. MARKS: Ritterbusch.</p> <p>20 MR. RITTERBUSCH: Here.</p> <p>21 MR. MARKS: Keach.</p> <p>22 MR. KEACH: Here.</p> <p>23 MR. MARKS: Zobrist.</p>	<p>1 We have three things to talk about today. And before</p> <p>2 we start that, I'm going to let our counsel give us a</p> <p>3 few comments --</p> <p>4 MR. McGRATH: Thank you.</p> <p>5 MR. KEACH: -- instructions.</p> <p>6 MR. McGRATH: Public hearings are being held</p> <p>7 tonight pursuant to published notice. Any person</p> <p>8 wishing to make a comment to the Planning Commission</p> <p>9 will be afforded the opportunity to do so and will</p> <p>10 give their testimony under oath or affirmation. Any</p> <p>11 person living within 250 feet of a property at issue</p> <p>12 in a case who wishes to cross-examine a testifying</p> <p>13 witness may be afforded the opportunity to do so at</p> <p>14 the discretion of our chair. No member of the public</p> <p>15 may address the commission or cross-examine the</p> <p>16 applicant until recognized by our chair.</p> <p>17 At the conclusion of the public hearing, the</p> <p>18 Planning Commission will make a recommendation to the</p> <p>19 Village Board. The Planning Commission makes</p> <p>20 recommendations only. The Village Board is</p> <p>21 responsible for taking final actions on these matters.</p> <p>22 MR. KEACH: Thank you, sir. First item on</p> <p>23 the agenda tonight is Petition No. 21-02 SP. Subject</p>
Page 2	Page 4
<p>1 (No response.)</p> <p>2 MR. MARKS: Aupperle.</p> <p>3 MR. AUPPERLE: Here.</p> <p>4 MR. MARKS: Yordy.</p> <p>5 (No response.)</p> <p>6 MR. MARKS: DeWeese.</p> <p>7 MR. DEWEESE: Here.</p> <p>8 MR. MARKS: We have a quorum.</p> <p>9 MR. KEACH: Okay. It's time to review the</p> <p>10 minutes from our last meeting. Does anybody have</p> <p>11 comments or questions about those? If not, I'll</p> <p>12 entertain a motion to approve.</p> <p>13 MR. RITTERBUSCH: I'll make a motion to</p> <p>14 approve the minutes from last meeting.</p> <p>15 MR. KEACH: Okay.</p> <p>16 MR. DEWEESE: Second.</p> <p>17 MS. KNEPP: Second.</p> <p>18 MR. KEACH: And a second.</p> <p>19 MR. MARKS: All in favor say aye.</p> <p>20 IN UNISON: Aye.</p> <p>21 MR. MARKS: Oppose the same. Approved.</p> <p>22 MR. KEACH: Very good. All right. So we're</p> <p>23 now at the public hearing portion of our meeting, and</p>	<p>1 property is located at 216 North First Avenue. A</p> <p>2 petition has been filed by Michelle Peterson.</p> <p>3 Mrs. Peterson is requesting a special use at this</p> <p>4 property to permit a daycare center.</p> <p>5 Does the petitioner have any comments they'd</p> <p>6 like to make? Please stand and be sworn or affirmed.</p> <p>7 (Witness sworn.)</p> <p>8 MR. KEACH: If you could state your name and</p> <p>9 where you live, that would be good.</p> <p>10 MS. PETERSON: All right. My name is</p> <p>11 Michelle Peterson. My husband and I reside at 101</p> <p>12 Forestview out in Hyde Park. And I appreciate you</p> <p>13 allowing me the time to talk a little bit about a new</p> <p>14 venture that I am building from the ground up; what</p> <p>15 I'm calling Spark Academy of Morton.</p> <p>16 It is a new educational location for me to</p> <p>17 house a multitude of things. So my primary focus and</p> <p>18 my kind of age category I am looking at is preschool</p> <p>19 ages three to five, but I want to also offer</p> <p>20 enrichment for kind of that same age group. So I'm</p> <p>21 looking at art, Spanish, music, STEM, language, and</p> <p>22 just offer something that our community doesn't</p> <p>23 necessarily have access to at the moment.</p>

<p style="text-align: right;">Page 5</p> <p>1 If there is anybody that has tried to get 2 your child on a list for preschool in the Morton area, 3 it is incredibly hard. We have some high quality 4 options, but we -- there -- like Fantasyland is 5 coveted, but if you don't put your child on the list 6 when they're in the womb, then you do not get a spot. 7 So my children, I have two older children 8 who have had -- they had a great preschool experience 9 in their locations, and just as I've gone along, I've 10 just kind of started dreaming up what I wish was 11 available to our community. So with that, I grabbed 12 Tricia Yordy and started looking at some properties in 13 town to see if the vision in my head kind of matches, 14 you know, a property location in town. 15 So just a little bit about me so you know my 16 background and my qualifications. I'm currently an 17 assistant principal at Morton 709 Lincoln. I have 18 been in education my whole life. I started 19 babysitting when I was 12 and had a pretty steady 20 income through high school just taking care of kids in 21 my neighborhood. 22 I went on to the University of Texas at 23 Austin to gain my elementally education degree and</p>	<p style="text-align: right;">Page 7</p> <p>1 child who has had an enriched play-based experience 2 coming into the school, they are way more 3 well-equipped; whether that's from a parent at home or 4 from a school-based program, they are just way more 5 equipped for school. 6 So with that, three weeks ago, I threw it 7 out on social media because I just wanted to kind of 8 see what was out there before I presented to you, and 9 in three weeks, I've had -- I put out a registration 10 form for parents to give me the names of their 11 children, their ages, what programming they're 12 interested in, and I currently -- well, as of last 13 night, I had over 60 families on my registration list, 14 15 of those for full 5-day-a-week preschool, and then 15 the rest of them are excited about either a partial 16 preschool or what I'm calling developmental play or 17 enrichment programming. 18 And then I have to give a shout out to my 19 husband because one thing we would like to 20 occasionally offer -- not every night -- but 21 occasionally offer is a date night drop-in offer for 22 kind of your age three to ten-year-olds to give 23 parents the opportunity to go out in Morton and have a</p>
<p style="text-align: right;">Page 6</p> <p>1 then taught elementary education for seven years. I 2 have a degree in educational leadership from Bradley, 3 and I've been in administration now -- this is my 4 ninth year, and this fall I'm starting my doctorate at 5 ISU in preK-12 general administration. 6 This is my passion, my lifeblood. I come 7 from a long line of, actually, educators and 8 entrepreneurs, so this is the perfect collision of 9 starting from the ground up. On the business side of 10 things, I've had to learn a lot, especially from my 11 father, who, that's all he ever did; and then my mom 12 was a lifelong educator along with my grandma and 13 things like that. 14 So I just want you to know a little bit 15 about what my mission is at Spark. At Spark I'm 16 working to ignite a brighter future. I'm focusing on 17 enrichment programs for ages three to five. We -- I 18 strongly, firmly believe that through hands-on 19 play-based instruction, giving children experiences at 20 an early age is critical to their success further down 21 the road in life. 22 I've seen that in all of my years working in 23 elementary education, just the difference between the</p>	<p style="text-align: right;">Page 8</p> <p>1 nice night out -- or maybe you just need to go home 2 and clean your house or sleep -- and have some 3 planned, structured play-based activities. 4 So moving on to the building that I am 5 purchasing. I really want an atmosphere of a home 6 environment. I want the kids at Spark to feel like 7 they're coming into a wonderful home environment and 8 not a commercial atmosphere. And so while I will be 9 maintaining all life safety standards and following 10 international fire code and all of that, that's kind 11 of the feel I was going for, yet I don't want to do it 12 out of my own personal home, and so that's why this 13 building was so intriguing to me because it has the 14 feeling. 15 It is an old house. It was set up as a 16 salon, but it still has the floor plan of a house 17 currently. I will be tearing down some walls. But 18 then it has your full backyard space; it's a fully 19 green backyard. There's a great tree with shade that 20 I'll put some commercial playground equipment in the 21 back. 22 And there's this garage space that I'm 23 hoping to convert into a messy classroom; so for my</p>

<p style="text-align: right;">Page 9</p> <p>1 art, for my science, for lab science, for things like 2 that to go and make a mess and be able to hose down 3 the floor and have fun. 4 So I'm currently -- I'm working with Morton 5 Community Bank with Tim Mueller; Schick Build, Jake 6 Schick is going to do my renovation; Tim Neuhauser has 7 been guiding me as far as insurance. 8 And then the one -- the one big catch with 9 this building is the parking situation, and so I've 10 been working with Dave Uhlman and the Community United 11 Church of Christ. And I have not yet signed because 12 it's dependent on a special use agreement, but I do 13 have a five-year lease agreement ready to sign once 14 all of my ducks are in a row with a special use permit 15 and I can use the building. 16 Leigh Ann Brown and Courtney Eaton were 17 actually the ones who, after hearing all of my ideas, 18 they were the ones that kind of threw this building at 19 me, and Tricia took me through, and it just -- it 20 seemed like a great fit. 21 So we're going to be doing a complete -- not 22 a complete gut but pretty much -- gut renovation to 23 make an indoor playroom, which is the existing</p>	<p style="text-align: right;">Page 11</p> <p>1 door, it's First Avenue, and then the parking is 2 across the street. 3 There is 17 sports, so there's ample parking 4 for what I need. But one of the things I asked for in 5 my special use permit was the potential ability to add 6 a crosswalk between my building and the parking lot 7 just to give a visual -- you know, something visual 8 for cars going through to recognize. And then I can 9 put my staff out there with a stop arm during my 10 busy -- you know, my morning drop-off, my midday 11 drop-off, my afternoon drop-off. 12 My main operating hours will be 8:30 to 13 3:30. I'm hoping to say within that so my morning 14 get-to-school traffic is done and gone by the time my 15 families come in and then 3:30 just to be able to get 16 all my programming in. 17 I want the opportunity in the future to be 18 able to do lower elementary enrichment. So if I have 19 my Spanish teacher for the day, they might run a 3:00 20 or 3:30 45-minute Spanish class for a small group of 21 elementary kids. And so that might be on the docket, 22 but my first goal is the preschool and enrichment. 23 And then the occasional -- if we did do like</p>
<p style="text-align: right;">Page 10</p> <p>1 addition. The main house, the walls are going to be 2 taken out to be one full classroom for 20 children. I 3 have my backyard space to play outside and hopefully 4 my outdoor messy space, classroom space. 5 The front porch: I want to close in for 6 security purposes to have a checkpoint for parents to 7 check in, check their kids in. And the parking is 8 across the street, which we'll talk about that with 9 traffic flow. 10 No one will be in the basement except for 11 storage, and I might have an office for myself to be 12 able to lock up any files or records, things like 13 that. It's really not useable space. 14 And then the backyard is fully fenced in for 15 a playground area, but I will be adding additional 16 barriers so kids can't easily get out of the backyard 17 without assistance just for safety. I think that's 18 it. 19 So traffic patterns: I know that this is 20 one thing that was -- I met with three members of the 21 village, and this is one thing that they were slightly 22 concerned about. My parking is directly across the 23 street from the front door. So you walk out the front</p>	<p style="text-align: right;">Page 12</p> <p>1 a Thursday, Friday, or Saturday night date-night 2 drop-in for a couple-hour period, you know, from a six 3 to eight o'clock, something like that, for families to 4 be able to drop their kids off and go, you know, 5 hopefully dine at our local restaurants and then come 6 back and get their children. That's just one of the 7 things we would like to be able to offer. 8 So at this time, are there any questions for 9 me? I am open to contingencies. I mean, it is not in 10 a state at this moment for me to have kids walk in the 11 door. I hope to be ready by next summer, and Jake 12 Schick is the one that is kind of spearheading all of 13 that. 14 So are there any questions you have for me 15 about my special use permit to have children in the 16 building? 17 MR. KEACH: Any questions from the board? 18 MR. AUPPERLE: So your drop-off and pickup 19 plan, will parents be walking them from across the 20 street in that parking lot, or do you foresee them 21 dropping off in front of the building? 22 MS. PETERSON: So there's two things I can 23 do. So they could do street parking and the parking</p>

<p style="text-align: right;">Page 13</p> <p>1 lot and be required to walk their children into the 2 building. The houses -- if you're facing the 3 building, the houses to the right, none of those 4 houses have driveways that come out the front; they're 5 all rear driveways. 6 So I could, in theory, have about four or 7 five cars, maybe even six, seven, where I could do a 8 drop-off line where my staff is getting your child out 9 of the car on the sidewalk side, on my building side, 10 and get traffic through there. 11 The flow into the parking lot, you would go 12 into the parking lot and then out the back alleyway. 13 It is a public alley. It's paved. And so you can go 14 either direction and get back to another point in town 15 to keep kind of that flow going through. 16 MR. AUPPERLE: Are those parking spaces in 17 front of there now striped parking spaces? 18 MS. PETERSON: They are not striped. 19 MR. MARKS: No. 20 MS. PETERSON: No. There is parking on 21 either side. There is space for parking and two-way 22 traffic, but there are no striped parking spots. 23 MS. KNEPP: How many children or students do</p>	<p style="text-align: right;">Page 15</p> <p>1 directly across the street. They have a two-year-old 2 that will be three for preschool next fall, and they 3 were like, hold on a second -- when I was knocking on 4 doors -- you mean I can walk across? 5 And I know there are quite a few families 6 within those blocks that have said, "I'm just going to 7 walk. Like if the weather is nice, I'm just going to 8 walk." So I don't know with carpooling or -- you 9 know, my mom takes care of my children and drops them 10 off at stuff like this, but 30 is the max. If every 11 kid brought their own car at the max time, that would 12 be 30. 13 MR. AUPPERLE: Is there a driveway close to 14 the entrance, a drive entrance? I'm just thinking 15 from a handicap accessibility standpoint if you're 16 going to need a curb cut and a handicap ramp there. 17 MS. PETERSON: Well, that is one thing that 18 Jake and I have talked about. There is a spot in 19 front of the property and it comes straight out and 20 it's curbed; we've talked about dropping that down to 21 ramp it down because there's a driveway -- if you're 22 looking at the building, the next house to the left, 23 there is a driveway, but, ideally, I would like it to</p>
<p style="text-align: right;">Page 14</p> <p>1 you foresee you would have -- what's the maximum you 2 would have at any one moment? And would you have it 3 where that same amount is like transitioning at the 4 same time? Do you know what I mean? 5 MS. PETERSON: So, yes, I know exactly what 6 you're saying. So if -- so like I can have 20 in -- 7 in my head, I have 20 in the morning in preschool and 8 20 in the afternoon class section of preschool. And 9 so looking at the use of my building, 30 is kind of 10 like the max. 11 I mean, I did my schedule all the way out 12 for the week. And at any given time, the max would be 13 30 cars transitioning in and out, but no two groups 14 would overlap at the same time. So you would never 15 have 60 people, even though my space would be 30. 16 MS. KNEPP: Right. Even in your drop off or 17 whatever. 18 MS. PETERSON: There would never be a moment 19 where more than 30 cars -- I literally did, okay, this 20 many kids in, this many kids out, this many kids in, 21 this many kids out, like where is my max, and 30 cars 22 would be my max. 23 Now, one of the families is the family</p>	<p style="text-align: right;">Page 16</p> <p>1 ramp down in front of the building. 2 And even thinking moms with strollers, even 3 the mom across the street, if she's got another child, 4 she's going to be pushing a stroller, so even for that 5 concept. 6 MR. AUPPERLE: Yeah. Well, you mentioned 7 the crosswalk. I mean, assuming that, you know, the 8 Village was on board with a crosswalk, you'd probably 9 line that up with that handicap ramp. 10 MS. PETERSON: Yeah. That is exactly where 11 I would put the handicap ramp to go across to the 12 parking lot. 13 MR. KEACH: Any other questions from the 14 board? If not, thank you very much. 15 MS. PETERSON: Thank you. I appreciate it. 16 MR. KEACH: And at this time I'd like to ask 17 if anybody from the public would like to make a 18 comment about this project, you can raise your hand. 19 Come forward, if you would. You need to meet with our 20 stenographer first. 21 (Witness sworn.) 22 MR. KEACH: Please state your name and 23 address.</p>

<p style="text-align: right;">Page 17</p> <p>1 MR. MESSER: Dave Messer. I live at 214 2 North Second Avenue. I didn't hear what -- I heard 30 3 cars; I didn't hear what is the maximum number of 4 children that would be allowed at the location at one 5 point in time. 6 MS. PETERSON: Am allowed to answer him or 7 technically no? 8 MR. KEACH: I think you could answer him. 9 MR. McGRATH: You just need to come back up 10 to the microphone to answer that so that we keep our 11 record. 12 MS. PETERSON: 30. 13 MR. MESSER: Thanks. I'm against it. I 14 live in the neighborhood. The encroachment of 15 businesses in a residential area is not a good thing 16 for property values. I understand it was already a 17 business, it was a business when I purchased my house 18 a long time ago, but that was a business that would 19 have 1 or 2 customers at a time, not 30 children. 20 I had kids; kids scream. All kids scream; 21 30 kids scream a lot. And the extra traffic -- I just 22 don't think it's a good idea for the property values 23 in the area. And if you have a business move in, now</p>	<p style="text-align: right;">Page 19</p> <p>1 noise would be my initial concerns. 2 My tenants currently park on the street out 3 in front of the property. I do have a three-stall 4 attached garage to the back of the triplex, and I also 5 have a two-stall garage for the house adjacent to the 6 triplex as well. 7 The alleyway is gravel, white rock. It's 8 not maintained. They don't drag it every year. 9 There's plenty of potholes back there. So there's -- 10 the traffic is a real concern in terms of how it's 11 going to be routed and how it's going to be managed in 12 the mornings and drop-off times. And then the use of 13 the alley and how the Village is going to address 14 that, you know, as it gets wore out. You know how 15 gravel roads are, once they get driven on multiple 16 times, they start to erode. 17 And then the noise aspect: You know, I got 18 two kids. I went through the whole daycare process. 19 I get it. I don't know how that's going to affect me 20 moving forward with potential clients that live there. 21 I have long-term people in there right now, and one of 22 them is on third shift. Would they move because of 23 it? I don't know. I can't answer that.</p>
<p style="text-align: right;">Page 19</p> <p>1 you can say, well, I've got a hair stylist here; I've 2 got a day care here; why can't I put my business here? 3 It's just one more business. It's just creeping into 4 the neighborhood. That's all I have. 5 MR. KEACH: Thank you. Is there anyone else 6 that would like to speak? 7 (Witness sworn.) 8 MR. DAVIS: I am Brian Davis. I own the 9 property to the south, 212 North First, which is the 10 house and the triplex that sit adjacent to this salon. 11 I bought the property last year or so from Tim 12 Moushon. 13 Let me first say that I appreciate any type 14 of, you know, going after and starting a business and 15 especially a daycare business. My concern -- and I 16 don't live at this property, I just own it. I put a 17 lot of capital into this property right now to freshen 18 up the place, increase revenues for myself and to 19 better the area, per se. 20 I mean, that triplex is a little rundown, 21 and, you know, my capital is helping to fix that up. 22 My concern with this is the traffic and the noise. and 23 there's another concern but that's -- traffic and</p>	<p style="text-align: right;">Page 20</p> <p>1 I -- it's hard for me to say go ahead and do 2 it -- I love the idea -- just based on those two 3 factors. I'm with the other gentleman that I think 4 the board should think hard about it. And, again, I 5 appreciate it, I just don't think it's the right fit 6 for that type of business in that residential 7 neighborhood. Thank you. 8 MR. KEACH: Thank you. Anyone else? 9 (Witness sworn.) 10 MS. HUETTE: My name is Chrissy Huette, and 11 I live at 219 North Second, directly behind the 12 daycare center. While initially I was very excited 13 for the building to be occupied again, to be taken 14 care of, I'm a little concerned about the noise. I 15 like to sit out on my back deck and enjoy the summer 16 nights; and to hear that there might be date night 17 drop-offs and -- I love the idea and the concept, 18 though, of your daycare, idea, I really do. The idea 19 of the academy, we do need something like that in 20 Morton. 21 I'm just concerned about what I read on the 22 website, about a \$10 drop-off for outside playtime. I 23 was concerned at how many hours that would be, and</p>

<p style="text-align: right;">Page 21</p> <p>1 would people just be randomly dropping their kids off 2 for \$10 a day; that's a great deal. 3 So my concern would be the noise, and, like 4 Dave said, the property value for sure. So that's all 5 I have. 6 MR. KEACH: Thank you. Anyone else? 7 (Witness sworn.) 8 MS. MESSER: Hi, I'm Valerie Messer; that's 9 my husband Dave. I live at 214 North Second. I think 10 it's a great idea too. We had two kids that went to 11 Fantasyland. It was fabulous. 12 Noise: I love to sit in the evening on my 13 front porch on my swing and read, and the thought of 14 the constant noise. We live close to Jefferson 15 School, so we get that noise during the day all day, 16 recesses in and out, in and out. So that's -- that 17 school was there when we bought our house like 30 18 years ago. This is new, and it would be even evening 19 noise. But I think your concept is great, I just wish 20 it wouldn't be in our residential neighborhood. Thank 21 you. 22 MR. KEACH: Thank you. Anyone else? Okay. 23 Would it be appropriate to have Michelle respond to</p>	<p style="text-align: right;">Page 23</p> <p>1 MR. MARKS: Correct. B2 is also the mixed 2 overlay district, so it can be residential or 3 business. And I do believe kind of what you're 4 thinking, what most are thinking, there is residential 5 in there. When I say "residential," that's existing 6 nonconforming. So people are living in these houses; 7 it's not zoned residential, but it was -- has been 8 residential, so it's an existing nonconforming use. 9 MR. KEACH: Okay. 10 MR. MARKS: Does that make sense? 11 MS. KNEPP: Which -- 12 MR. DEWEESE: Which one is existing 13 nonconforming? 14 MR. MARKS: So people are living in these 15 houses that are zoned B2. 16 MR. KEACH: On First Street. 17 MR. MARKS: Yes, on First. What that is is 18 existing nonconforming, so it's not a business; 19 they're using it as residential, but it is zoned 20 Business 2, general business. 21 MR. DEWEESE: So I was actually curious 22 about the reverse, which, I think, is where Jeff was 23 going. There's no change in zoning here.</p>
<p style="text-align: right;">Page 22</p> <p>1 any of that? 2 MR. McGRATH: She has the opportunity, if 3 she desires, or if the board has questions for her. 4 MR. KEACH: So, Michelle, would you like to 5 respond to any of the comments, or does the board have 6 any other questions? 7 MR. AUPPERLE: I have one. 8 MR. McGRATH: I'm sorry. Back to the 9 microphone, just for our record. If he's going to 10 ask, you need to answer, and it needs to be recorded. 11 MR. AUPPERLE: He'll yell at me if I ask the 12 question before you get up there. 13 MS. PETERSON: You're fine. 14 MR. AUPPERLE: Do you foresee any future bus 15 drop-offs or shuttle drop-offs or just parents in 16 single cars? 17 MS. PETERSON: No. Yeah. No, I will not be 18 dealing with bussing. 19 MR. KEACH: I have a question for Brad, and, 20 that is, I see the present land use is B2. 21 MR. MARKS: Correct. 22 MR. KEACH: Which is actually a business 23 zoning.</p>	<p style="text-align: right;">Page 24</p> <p>1 MR. MARKS: Correct. This is a special use 2 request in the B2 district. 3 MR. DEWEESE: And it's already zoned B2. 4 MR. MARKS: Correct. 5 MR. KEACH: And is a center like this listed 6 in our code ordinance as a special use? 7 MR. MARKS: Yes. 8 MR. KEACH: An allowed special use for that, 9 but you have to go through the special use hearing. 10 MR. MARKS: Yes. It's not a permitted use, 11 it's a special use, which brings them to this point 12 where it now becomes a recommendation that gets voted 13 on by the Village Board for special use. 14 MS. KNEPP: So, Brad, the houses that are 15 located on First in that block are the ones that are 16 B2. Correct? 17 MR. MARKS: Yes. There was a -- 18 MS. KNEPP: But the houses that are located 19 on Second, I think, are -- 20 MR. MARKS: Yes. So if you're looking at 21 that zoning map that was provided, so the red or 22 pinkish color, that's all B2. So I believe -- so 23 you're speaking to the east --</p>

<p style="text-align: right;">Page 25</p> <p>1 MR. KNEPP: My printer was broken. My 2 fellow partner here lent me his. 3 MR. SMOCK: So the gray one. Right? 4 MR. MARKS: So Second Avenue is residential. 5 MS. KNEPP: Is R1? 6 MR. MARKS: Yes. 7 MS. KNEPP: Okay. Oh, look at this nice 8 color copy. Thank you. 9 MR. MARKS: But there is -- I mean, we all 10 know that there are people living in these houses on 11 First Avenue and they're not businesses, but that's an 12 existing nonconforming. So if they stop -- let's say, 13 for instance, somebody moves out of a house and it 14 becomes vacant; if it sits vacant and is not being 15 used as residential for one year, it reverts to the 16 zoning, which is B2. 17 MS. KNEPP: Right. And then they could put 18 a business in without coming to us if it doesn't 19 require a special use. 20 MR. MARKS: Yes. Correct. 21 MR. McGRATH: And that would be the case 22 even if it doesn't sit for a year. Sitting for a year 23 is what prevents it from being reoccupied as</p>	<p style="text-align: right;">Page 27</p> <p>1 20 -- 45 permitted uses in B2 without me, you know, 2 reading through them; so, for example, banks, savings 3 loan, book store, candy store, carpet rug store, etc., 4 etc.; it's general business. 5 MR. KEACH: I heard some concerns about 6 noise. Is there a noise ordinance the Village has? 7 MR. MARKS: I do believe -- I mean, that 8 would be in the police -- that would be in Title 9. 9 MR. McGRATH: There is an ordinance that 10 prohibits unreasonably loud and disturbing noises. I 11 can't fathom an activity that they would be engaging 12 in, unless they're doing, you know, air horn crafts, 13 that would fall within the scope of unreasonably loud 14 and disturbing. You know, normal daycare activities 15 wouldn't fall -- wouldn't be prohibited by that 16 ordinance. We don't have a decibel level or a 17 distance from the property line. 18 MS. KNEPP: Your evening date nights, I'm 19 assuming, because of the age of the children, aren't 20 going to be going until midnight. Right? I mean, 21 these are going to be early evening date nights. 22 MS. PETERSON: No. We've talked about going 23 six to eight or five to seven, somewhere in that</p>
<p style="text-align: right;">Page 26</p> <p>1 residential. 2 MR. MARKS: Yes. 3 MS. KNEPP: Got it. But they could turn it 4 to a business a month later. 5 MR. McGRATH: Correct. 6 MR. SMOCK: So when we think about the 7 impact -- obviously, we're making decisions based on 8 the community and neighborhood. What are some 9 examples of B2 businesses that could have gone in 10 there that could have been equally or more impactful 11 on the neighborhood? 12 MR. MARKS: Well, I mean, we have a list of 13 permitted uses in B2. So a list of permitted uses 14 would be everything that's in B1, and then it builds 15 on that from B1 and goes to B2, which is general 16 business. 17 MR. SMOCK: Can they put a restaurant there. 18 for example? 19 MR. MARKS: B2 can have a restaurant, yes. 20 MR. SMOCK: So if they wanted to put a 21 restaurant in this building, they wouldn't have to ask 22 our permission? 23 MR. MARKS: Correct. So there is a list of</p>	<p style="text-align: right;">Page 28</p> <p>1 pocket of time, just long enough to be able to go out 2 to dinner and come back. 3 Another thing with this age group is, it is 4 incredibly impossible to get coats, gloves, hats, 5 scarves, snow boots on kids of this age; so the 6 chances of us being outside when the weather is 7 below -- I don't even know -- 40, 45, 50. It just -- 8 it gets complicated taking kids outside in the 9 elements. So there will be probably a span of months 10 where we're probably not going to be outside if the 11 weather is of a certain temperature, so that is 12 another thing to consider. 13 I am planning on being completely closed the 14 entire month of August and starting preschool in 15 September, like right after Labor Day. I can 16 potentially have a few summer camp activities in my 17 classrooms or, again, that age range, as I want. 18 My -- the nice thing for me is my break-even 19 point comes with just the preschool programming. So I 20 don't want to go into this endeavor and make my 21 life -- you know, like, I'm a mom of three too, so I 22 don't want to book it so solid that I never get to 23 breathe.</p>

<p style="text-align: right;">Page 29</p> <p>1 The original date night intentions were for</p> <p>2 like, you know, your Fourth Thursdays where the town</p> <p>3 has something, or even like -- I've even thought about</p> <p>4 offering it during the Pumpkin Festival run, where, if</p> <p>5 you want to go run, drop off your kids during the</p> <p>6 two-hour window of the run that weekend and things</p> <p>7 like that where we can just help parents have</p> <p>8 opportunities to do things in our town that -- you</p> <p>9 know, it's -- it's hard to get a babysitter, and a</p> <p>10 reliable babysitter. So those are just some of our</p> <p>11 thoughts.</p> <p>12 Especially with owning a building, we looked</p> <p>13 into renting a couple properties too; with owning it,</p> <p>14 we felt like we would be able to create some</p> <p>15 opportunities that, you know, aren't out there right</p> <p>16 now.</p> <p>17 MS. KNEPP: For parking, you said you are in</p> <p>18 discussions with the church.</p> <p>19 MS. PETERSON: I have the lease agreement.</p> <p>20 MS. KNEPP: And so do they have like a</p> <p>21 number of spots they're going to let you use?</p> <p>22 MS. PETERSON: I will have the full lot with</p> <p>23 private signage that is strictly for Spark Academy at</p>	<p style="text-align: right;">Page 31</p> <p>1 MS. KNEPP: But a restaurant is not under</p> <p>2 special use?</p> <p>3 MR. MARKS: Correct.</p> <p>4 MR. KEACH: Okay. Any --</p> <p>5 MR. AUPPERLE: Michelle, you may know this.</p> <p>6 Is this the 709 bus route? Do they take this street,</p> <p>7 or do they run on Main?</p> <p>8 MR. MARKS: I do not know that.</p> <p>9 MS. PETERSON: The only reason you would</p> <p>10 have -- I think the only reason you would have a bus</p> <p>11 run down that street would be coming from one place to</p> <p>12 get to Jefferson or the high school. I don't know if</p> <p>13 they -- and like our only bussing in 709 for that</p> <p>14 street, because that's walkable distance and we have a</p> <p>15 crossing guard, would be if you had a special</p> <p>16 education student.</p> <p>17 So like I do know of a situation where there</p> <p>18 is a bus pickup, it would be down the block on First</p> <p>19 Street. There is a house on the corner, and there is</p> <p>20 some bussing there for special education students.</p> <p>21 But for a gen ed student, like a large bus would have</p> <p>22 no reason to pick up or drop off on that street.</p> <p>23 MR. AUPPERLE: Yeah. I didn't know if that</p>
<p style="text-align: right;">Page 30</p> <p>1 all times, so it will become a private lot just for my</p> <p>2 use. So they said currently nobody really parks</p> <p>3 there, except for there's some random people in the</p> <p>4 neighborhood that park there, but they said it would</p> <p>5 be -- once I sign the agreement with them that that</p> <p>6 would become a full private lot just for my use.</p> <p>7 MR. KEACH: So does a special use expire?</p> <p>8 MR. MARKS: No, it continues. It goes with</p> <p>9 the business.</p> <p>10 MR. KEACH: It goes with the property.</p> <p>11 MR. MARKS: Yeah. So, I guess, I want to</p> <p>12 touch back. I think maybe what, Craig, you were</p> <p>13 inquiring about, the permitted uses, I believe, are</p> <p>14 permitted uses -- the reason there's a list of them is</p> <p>15 they are seen as not having an impact, those types of</p> <p>16 businesses.</p> <p>17 The reason this and other ones are special</p> <p>18 use is because there a potential for some kind of</p> <p>19 impact in that area, and that's why it's a special</p> <p>20 use. So maybe in certain areas, it's not appropriate</p> <p>21 or it's more of an impact or a negative impact or a</p> <p>22 positive impact. So that's why, I believe, this falls</p> <p>23 under the special use category.</p>	<p style="text-align: right;">Page 32</p> <p>1 was a bus route, if you had parents coming in the</p> <p>2 morning and that was the bus route.</p> <p>3 MS. PETERSON: I'm hoping to avoid all --</p> <p>4 like get all schools settled, get the high school kids</p> <p>5 settled, get the elementary schools settled and have</p> <p>6 my traffic come through just so that -- because I've</p> <p>7 noticed when First Avenue is busy, it's that</p> <p>8 before-school time when parents are shuttling between</p> <p>9 the junior high and Jefferson or trying to get from</p> <p>10 Lincoln to the junior high or whatever.</p> <p>11 And it seems like in the evening hours, when</p> <p>12 I'm dropping my kids off at like Center Stage Dance</p> <p>13 and we're going from my mom's house on North Kansas</p> <p>14 and coming through, sometimes I will go down First</p> <p>15 Avenue if there's traffic backed up. And so</p> <p>16 occasionally I see, you know, traffic at that point,</p> <p>17 but nothing super heavy.</p> <p>18 I know the appraisal that I got back in the</p> <p>19 building said that it's 800 cars a day that go down</p> <p>20 First Avenue.</p> <p>21 MR. KEACH: Okay. So are there any other</p> <p>22 comments? How about -- is there any discussion you'd</p> <p>23 like to have with one another?</p>

<p style="text-align: right;">Page 33</p> <p>1 MR. McGRATH: There's a lady in the back 2 raising her hand. 3 MR. KEACH: Please come to the microphone, 4 if you'd like. 5 MS. MESSER: I would just like to comment 6 that you said, you know, gloves and scarves and stuff 7 that you wouldn't be doing that, but when Chrissy and 8 I and everybody in the neighborhood would be outside, 9 it wouldn't be during that weather either, it would be 10 the summer when it would be convenient for you to take 11 the kids out to play. 12 And also what was -- most of those houses on 13 that street are residential except for the hair salon 14 on the corner by the utility office parking lot, and 15 they get very few customers in and out. They're not 16 outside screaming and carrying on. 17 The restaurant on First -- or on Main 18 Street, Kemp, it actually is a restaurant, but it's 19 quiet. Like people come and go, but they're not out 20 there, yay, you know. So that's my concern is -- 21 really the concern is the noise. Thank you. 22 MR. KEACH: Hearing no other discussion, is 23 there anybody who would propose to make a motion?</p>	<p style="text-align: right;">Page 35</p> <p>1 Peterson, husband to Michelle, and as a parent of 2 three kiddos, I understand the concern for the 3 nuisance and the noise, and I respect that as 4 neighbors in the area. I will say that you can't go 5 very far in Morton without hearing noise, from band 6 and various other things throughout the years and 7 throughout the different seasons of what Morton has to 8 offer. 9 I feel we've come to love this community and 10 the opportunities that Morton has provided to not only 11 our family but for the people and the neighbors that 12 we have. My wife mentioned it, but, you know, there 13 would be options for contingencies too. 14 We want to make sure that the neighborhood 15 would embrace this. This is not something we would 16 want to put, you know, wedges between neighbors. You 17 know, if that means nothing at night and only between 18 the hours of eight and three or something of that 19 nature, you know, we can have that conversation and 20 work with the board and the trustees to make that 21 happen. 22 But I just appreciate, you know, the 23 opportunity to even propose a business in the</p>
<p style="text-align: right;">Page 34</p> <p>1 MR. SMOCK: Before a motion is made, I just 2 want to say that I'll be abstaining from this vote 3 because of an employment relationship that I have with 4 Ms. Peterson with the school district. 5 MR. AUPPERLE: I mean, any of these houses 6 on that block, on First Street, I mean, they are in 7 the business district. Truth of the matter is, any of 8 them and, in fact, all of them, could be businesses. 9 MR. KEACH: They could be. 10 MR. AUPPERLE: At any point. Yeah. 11 MR. KEACH: They could be turned into a 12 restaurant district. 13 MR. AUPPERLE: Yeah. I mean, they could 14 house all levels of noise. I get the noise concern, 15 but any of them could do that at any point. 16 MR. PETERSON: Is there still a public 17 option or no? Can I say anything at this point? 18 MR. KEACH: We haven't closed the public 19 hearing. 20 MR. PETERSON: Do you mind? 21 MR. KEACH: Yeah, I think you can comment. 22 (Witness sworn.) 23 MR. PETERSON: So my name is Steven</p>	<p style="text-align: right;">Page 36</p> <p>1 community is something that not everybody gets the 2 opportunity to do. And so on behalf of my wife and 3 our family, I just wanted to say thank you for that. 4 MR. KEACH: So if -- what are the options 5 for having a contingency on a special use? Is there 6 -- can there be a contingency imposed. 7 MR. McGRATH: You can impose reasonable 8 conditions under the special use. Those would need to 9 be reflected in the motion. One other suggestion -- I 10 know there's been a lot of interest in speaking 11 tonight, unless anybody has a present desire to add 12 more content, I might suggest closing the public 13 hearing on this case just to avoid a continued 14 dialogue as we further discuss. 15 MR. KEACH: Okay. Does that take a motion 16 to close the hearing on this? 17 MR. McGRATH: No. That can be your action. 18 MR. KEACH: Okay. We are now closing the 19 public hearing on that petition. 20 But we can continue to talk about it, and so 21 I'm going to say something. I'm just thinking out 22 loud here and that is the possibility of the 23 petitioner coming back to a future meeting with those</p>

<p style="text-align: right;">Page 37</p> <p>1 contingencies in place or proposed so that can be part 2 of our motion. I don't know if there's a time element 3 here. 4 MR. AUPPERLE: They've got it closing on the 5 3rd of August. 6 MS. KNEPP: I also feel like we've done this 7 in previous meetings where we've gone back and forth 8 about contingencies, and then we kind of say we don't 9 want to set the precedent of having contingencies and 10 we don't want to restrain the businessowner too much. 11 So I'm kind of just hesitant to putting contingencies 12 on there. 13 I am -- I can see both sides in this 14 situation. If I were living behind this address, I 15 would probably be annoyed at the idea of children 16 screaming. I have my own that I can only tolerate for 17 so many hours, right, so I get that. 18 I also understand that that is a business 19 district, and so there are going to be certainly 20 entities that may be there that I maybe would not be 21 happy with either, right. And I feel like hopefully 22 there is some good faith there that they're going to 23 be respectful neighbors.</p>	<p style="text-align: right;">Page 39</p> <p>1 building -- right? -- north. So do they own two 2 parking lots? So the parking lot that you are 3 discussing with them would be the parking lot -- I 4 guess they're not supposed to talk anymore, right -- 5 so the parking lot is the one that's directly across 6 from -- 7 MR. KEACH: Yes. It's kind of a 8 freestanding parking lot. 9 MR. MARKS: Yes. 10 MR. McGRATH: You can ask questions of 11 people who have testified. 12 MS. KNEPP: Oh, okay. 13 MR. MARKS: Yes. It shows up -- on that 14 zoning map, there's a blank area. The little darker 15 area would be a structure; the lighter area, that's 16 the parking lot that's being referenced. 17 MR. SMOCK: I'm not an expert on crosswalks 18 by any means, but I would guess that the likelihood of 19 one being allowed in the middle of the street and not 20 at a corner, I think the Village would be reluctant to 21 grant that, but I could be wrong about that, but I'm 22 just saying. 23 MR. MARKS: Yeah, I don't want to speak to</p>
<p style="text-align: right;">Page 38</p> <p>1 And if you have an occasional evening 2 babysitting thing, like Michelle said, she doesn't 3 want it to be every night. That would be very 4 annoying to have every night. So hopefully the 5 businessowner will take it on themselves to be a 6 respectful neighbor. 7 MR. KEACH: Thank you for those comments. 8 Any other comments or a motion? 9 MR. AUPPERLE: Brad, is the Village 10 entertaining putting a crosswalk there? 11 MR. MARKS: That would be up to the Village 12 Board. I mean, I don't believe -- I don't want to 13 speak for -- 14 MR. McGRATH: Can I jump in? 15 MR. MARKS: Please. 16 MR. McGRATH: So change of use triggers site 17 plan review. One of the considerations of site plan 18 review would be traffic patterns and any requirements 19 of the site plan review, and one of those could be the 20 installation of a crosswalk. 21 MS. KNEPP: I'm confused. I was looking it 22 up on Google Earth, and the church sits -- I should 23 know this direction, is that north? -- north of the</p>	<p style="text-align: right;">Page 40</p> <p>1 that. That would be the Director of Public Works; 2 that would be more his area or his expertise. 3 MR. SMOCK: Just judging from my experience. 4 MS. KNEPP: Definitely pretty atypical, 5 right. 6 MR. SMOCK: My experience with the school 7 district, that would -- there are places we would like 8 to have them in the middle. So I'm not saying it's 9 impossible, but I'm saying I think they tend not to 10 put them in the middle and tend to go to a corner, but 11 maybe they'll make a change. 12 MR. AUPPERLE: You know, given the amount of 13 foot traffic across that area there, I mean, I've been 14 on that road before, the speed -- I mean, nobody's 15 going real slow down that road, so I would probably 16 actually welcome that crosswalk, even though it would 17 slow things down. But I would be hesitant to -- you 18 know, obviously, we don't know if they're going to do 19 that -- approve it, knowing that you're going to have 20 people hurrying or putting people in a dangerous 21 situation getting people across the road there is my 22 only concern. Obviously, we've asked plenty of 23 questions about that.</p>

<p style="text-align: right;">Page 41</p> <p>1 MS. KNEPP: The speed limit, is it 25 on 2 that street? Do you know? 3 MR. MARKS: Well, I know in the village, if 4 it's not posted, it's 30. 5 MS. KNEPP: I know if I'm driving down 6 Jefferson, right at First, it changes to 25. So on 7 Jefferson between First and Main is 25, but I don't 8 know -- you're coming to a light in the center of 9 town, but I don't know what it is. 10 MR. KEACH: Is there a motion? 11 MR. AUPPERLE: I'll make a motion to approve 12 Petition No. 21-02 SP as stated. 13 MS. KNEPP: I'll second. 14 MR. KEACH: And a second. 15 MR. MARKS: Keach. 16 MR. KEACH: Yes. 17 MR. MARKS: Knepp. 18 MS. KNEPP: Yes. 19 MR. MARKS: Aupperle. 20 MR. AUPPERLE: Yes. 21 MR. MARKS: Ritterbusch. 22 MR. RITTERBUSCH: Yes. 23 MR. MARKS: Smock.</p>	<p style="text-align: right;">Page 43</p> <p>1 plan is to improve the yard, landscaping, the 2 exterior, and then, of course, we're going to probably 3 gut the whole inside too. 4 MR. KEACH: Okay. So is this a case where 5 it's a B2 that was vacated and now it automatically 6 cannot be a residence anymore and now the petitioner 7 is asking for an R1 so they can live in it? 8 MR. MARKS: Correct. Yes. 9 MR. KEACH: Okay. 10 MR. SMOCK: Could you repeat the address 11 again? 12 MS. STROHL: It's 101 North Main Avenue, 13 right behind Miller Paint. 14 MR. KEACH: You mean Morton Avenue, don't 15 you? 16 MS. STROHL: Morton Avenue. What am I 17 saying? 18 MR. KEACH: You said Main. 19 MS. STROHL: I'm sorry. North Morton 20 Avenue, 101. 21 MR. SMOCK: Gotcha. And this is surrounded 22 by business zoning. Do we have any situations where 23 we have residential that's surrounded by B zoning?</p>
<p style="text-align: right;">Page 42</p> <p>1 MR. SMOCK: Abstain. 2 MR. MARKS: DeWeese. 3 MR. DEWEESE: Yes. 4 MR. MARKS: Approved. 5 MR. KEACH: Okay. Moving on to Petition 6 No. 21-03 ZA. We open up the public hearing for this. 7 Subject property is located at 101 North Morton 8 Avenue. A petition has been filed by Krista Strohl. 9 The petitioner is requesting a zoning change from B2 10 to R1. Is the petitioner here tonight? Okay, would 11 you like to make a some comments for us? 12 MS. STROHL: Sure. 13 (Witness sworn.) 14 MS. STROHL: All right. Hi. I'm Krista 15 Strohl. I live in Tremont, and I am purchasing this 16 property over at 101 Main Street for my daughter 17 eventually. She's almost out of high school, so then 18 she'll be needing a job. And she's planning on going 19 to hair school, and it would be the perfect property 20 for her to live in the front half of it and do hair in 21 the back half, which was at one point a hair salon 22 before. 23 It needs just a lot of renovation, but our</p>	<p style="text-align: right;">Page 44</p> <p>1 MR. MARKS: Actually, our previous case has 2 some similar -- I mean, there is some residential to 3 the north of that business if you look back on that 4 zoning map at the corner of Monroe and First. I mean, 5 yes, it is. It does exist, if that's the question. 6 MR. SMOCK: We always look at residential as 7 lowering the impact, not raising the impact on the 8 area. Is that accurate? Or maybe that's a 9 philosophy. I don't know. 10 MR. MARKS: Correct. I just think it's 11 probably a matter of what's best for that area as far 12 as the zoning, what's the impact for the surrounding 13 lots as well in the neighborhood. 14 MS. STROHL: I have heard from the business 15 that's right in front of it, which is Miller Paint, 16 and they've written a letter saying that they're 17 excited to have the house restored back to the 18 condition that it used to be in, and I believe it was 19 residential and had the hair salon in the back too. 20 So they're looking forward to it. 21 MR. KEACH: So I saw something in the notes 22 about having it surveyed because it looks like there's 23 a garage hanging over the property line or something</p>

<p style="text-align: right;">Page 45</p> <p>1 like that.</p> <p>2 MS. STROHL: Yeah. They built the garage</p> <p>3 over the property line. So we had it resurveyed, and</p> <p>4 I think they added like 15 feet to the back yard</p> <p>5 portion.</p> <p>6 MR. KEACH: So your property will actually</p> <p>7 be -- your buildings will actually fit on your</p> <p>8 property after this transaction. Okay. Any other</p> <p>9 questions for the petitioner?</p> <p>10 MS. KNEPP: So some communities, don't they</p> <p>11 just allow you to have a resident in a B2?</p> <p>12 MR. McGRATH: There are overall two theories</p> <p>13 of zoning; one where -- and it spills a little bit on</p> <p>14 what Craig asked -- but one in which higher order uses</p> <p>15 are allowed in lower order districts, and the highest</p> <p>16 order use is residential and then commercial and then</p> <p>17 industrial. So some communities -- not Morton and</p> <p>18 usually smaller communities -- but some communities</p> <p>19 allow you to have residential in commercial.</p> <p>20 MS. KNEPP: Right. So some communities,</p> <p>21 this wouldn't come across, they would be allowed to do</p> <p>22 that. And this is not in our mixed-use overlay?</p> <p>23 MR. MARKS: Correct. This is not mixed use.</p>	<p style="text-align: right;">Page 47</p> <p>1 MR. KEACH: Okay. Further discussion or a</p> <p>2 motion?</p> <p>3 MR. SMOCK: I move to approve.</p> <p>4 MR. KEACH: We have a motion. Second.</p> <p>5 MR. DEWEESE: I'll second.</p> <p>6 MR. KEACH: And a second.</p> <p>7 MR. MARKS: Knepp.</p> <p>8 MS. KNEPP: Yes.</p> <p>9 MR. MARKS: Ritterbusch.</p> <p>10 MR. RITTERBUSCH: Yes.</p> <p>11 MR. MARKS: Smock.</p> <p>12 MR. SMOCK: Yes.</p> <p>13 MR. MARKS: Aupperle.</p> <p>14 MR. AUPPERLE: No.</p> <p>15 MR. MARKS: DeWeese.</p> <p>16 MR. DEWEESE: Yes.</p> <p>17 MR. MARKS: Keach.</p> <p>18 MR. KEACH: Yes.</p> <p>19 MR. MARKS: Approved.</p> <p>20 MR. KEACH: Okay. So, finally, we have a</p> <p>21 hearing on an ordinance amending Title 10, Chapter 4,</p> <p>22 of the village code of the Village of Morton to</p> <p>23 provide amendments regarding front yard setbacks.</p>
<p style="text-align: right;">Page 46</p> <p>1 MR. KEACH: It's not in the mixed-use</p> <p>2 overlay?</p> <p>3 MR. MARKS: No, not in this area. I will</p> <p>4 say, the property to the north that has been used as</p> <p>5 residential, it is now vacant, so that was an existing</p> <p>6 nonconforming along with the property that Krista is</p> <p>7 speaking of. And then to the north is Libby's and</p> <p>8 then south is Miller Paint and then the plaza to the</p> <p>9 far west.</p> <p>10 MR. KEACH: Okay. Thank you.</p> <p>11 MS. STROHL: You're welcome. Thank you.</p> <p>12 MR. KEACH: Is there anybody from the public</p> <p>13 who would like to make a comment about this petition?</p> <p>14 Seeing none.</p> <p>15 MR. SMOCK: I have a question, like other</p> <p>16 petitions, were adjacent property owners notified of</p> <p>17 this hearing?</p> <p>18 MR. MARKS: Yes. A letter was sent to every</p> <p>19 property owner within 250 feet.</p> <p>20 MR. SMOCK: And there were no protests?</p> <p>21 MR. MARKS: I did not receive anything from</p> <p>22 anyone.</p> <p>23 MR. SMOCK: Okay. Thank you.</p>	<p style="text-align: right;">Page 48</p> <p>1 Would you like to give us some background on that,</p> <p>2 Brad?</p> <p>3 MR. MARKS: Yes. So in your packet, you</p> <p>4 have the ordinance, and you have a map that should</p> <p>5 look like this. So what we're doing is we're just</p> <p>6 replacing a map that was currently in the ordinance,</p> <p>7 and we're replacing it with this.</p> <p>8 The geographic area does not change, we just</p> <p>9 believe this gives it a little more clarity, and it's</p> <p>10 easier to read; it's easier for anybody to just look</p> <p>11 at it and know if they're in the reduced front yard</p> <p>12 area. The reduced front yard area has always existed,</p> <p>13 that's not changing, but the verbiage is adding actual</p> <p>14 numbers in there.</p> <p>15 So, for example, if you have a 25 yard front</p> <p>16 setback and you fall within this geographic area, you</p> <p>17 would have a reduced of 18 foot 9 inches and so on and</p> <p>18 so on based on whatever zoning district you're in,</p> <p>19 whether it's residential, business, industrial.</p> <p>20 So I believe what we're doing here is just</p> <p>21 making it a little easier to interpret for anybody</p> <p>22 that wants to --</p> <p>23 MR. KEACH: So these setbacks that are in</p>

<p style="text-align: right;">Page 49</p> <p>1 this ordinance have always been in the ordinance.</p> <p>2 MR. MARKS: Yes, just not spelled out</p> <p>3 clearly.</p> <p>4 MR. KEACH: Okay.</p> <p>5 MR. McGRATH: And building on that the --</p> <p>6 there was a slight discrepancy between the -- between</p> <p>7 the language of the code and what had been long-term</p> <p>8 prevailing practice. The language of the code allowed</p> <p>9 reduction to 10 feet, but it had always been</p> <p>10 interpreted as a 25 percent reduction, not a reduction</p> <p>11 to 10 feet in any district.</p> <p>12 The other issue was that the substantive</p> <p>13 provision was in 10-4-3, and it modified</p> <p>14 district-specific regulations. So what we've been</p> <p>15 trying to do overall -- we've had a couple other cases</p> <p>16 like this -- if you want to know what the standards</p> <p>17 are in a residential district, you shouldn't have to</p> <p>18 read 10-5-3 for the R1 standards and then go back to</p> <p>19 10-4-3, subparagraph G for the modifiers.</p> <p>20 So we've been putting district-specific</p> <p>21 regulations in the section for that district to</p> <p>22 improve clarity because, if you read 10-5-3 and didn't</p> <p>23 know to look in 10-4-3, you would arrive at the wrong</p>	<p style="text-align: right;">Page 51</p> <p>1 than --</p> <p>2 MR. MARKS: Well, at 150, you would have had</p> <p>3 a 35-foot setback.</p> <p>4 MR. DEWEESE: But then it was accepted down</p> <p>5 to --</p> <p>6 MR. MARKS: Which would go down to 26.9.</p> <p>7 MR. DEWEESE: Which is -- yeah, 26.9. So,</p> <p>8 yeah, I'd have to -- right now, my house and all my</p> <p>9 neighbors are about 19 foot off the property line. So</p> <p>10 if anything happened to our houses, we'd all have to</p> <p>11 move back, or is there a process in place where we</p> <p>12 would get an exception?</p> <p>13 MR. McGRATH: There's an existing exception</p> <p>14 when essentially you're on the side of the street and</p> <p>15 your neighbors -- there's a different setback observed</p> <p>16 on your side of the street. A house on the middle of</p> <p>17 the block burns down, the house to the left, house to</p> <p>18 the right has a 15-foot setback, you can go to that</p> <p>19 same setback as what is observed by the neighbors.</p> <p>20 MS. KNEPP: Hopefully they don't all burn</p> <p>21 down at the same time.</p> <p>22 MR. DEWEESE: Right. Right. Yeah, like a</p> <p>23 tornado or something. It's just funny, this map, that</p>
<p style="text-align: right;">Page 50</p> <p>1 standard on what your setback is if you own property</p> <p>2 in this district.</p> <p>3 MR. DEWEESE: So I did notice on Washington</p> <p>4 Street, the southwest side down almost -- well, that's</p> <p>5 not colored red. And so you're telling me this is</p> <p>6 actually already existing, so my question is probably</p> <p>7 not relevant. But that side of the street, they have</p> <p>8 houses -- I mean, those are old homes too right up on</p> <p>9 the street. So I'm just curious about the methodology</p> <p>10 on it, but if it's been existing, I guess it doesn't</p> <p>11 matter.</p> <p>12 MR. MARKS: Yeah. To be clear, that map has</p> <p>13 not changed. This map is the same geographic area</p> <p>14 that Roger used for 26 years that he was here and was</p> <p>15 here before he started, so, you know, how they derived</p> <p>16 on this, I don't know. I don't know if any of us</p> <p>17 could go back and find that out.</p> <p>18 MR. DEWEESE: So my next question is, and</p> <p>19 this is -- just tell me if I'm right. So I live right</p> <p>20 there on Washington Street, and my house is up on the</p> <p>21 property, like all my neighbors, 18 feet, but we've</p> <p>22 got 150-foot lots. So if our house burnt down, we'd</p> <p>23 be require to rebuild back at 25 foot back rather</p>	<p style="text-align: right;">Page 52</p> <p>1 area across the street, houses are like ten foot off</p> <p>2 the -- I mean, they're really close to the property</p> <p>3 line, but it's not in the accepted reduced front yard</p> <p>4 map. So, anyway, I'm wasting everybody's time.</p> <p>5 MR. KEACH: Any other discussion to be had</p> <p>6 at this table? Is there anybody from the public who</p> <p>7 would like to make a comment? Hearing none, I'll</p> <p>8 close the public hearing and ask for a motion.</p> <p>9 MR. RITTERBUSCH: I'll make a motion that we</p> <p>10 accept the changes to Chapter 4.</p> <p>11 MR. AUPPERLE: Second.</p> <p>12 MR. KEACH: And a second.</p> <p>13 MR. MARKS: Keach.</p> <p>14 MR. KEACH: Yes.</p> <p>15 MR. MARKS: Ritterbusch.</p> <p>16 MR. RITTERBUSCH: Yes.</p> <p>17 MR. MARKS: Smock.</p> <p>18 MR. SMOCK: Yes.</p> <p>19 MR. MARKS: DeWeese.</p> <p>20 MR. DEWEESE: Yes.</p> <p>21 MR. MARKS: Aupperle.</p> <p>22 MR. AUPPERLE: Yes.</p> <p>23 MR. MARKS: Knepp.</p>

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1 MS. KNEPP: Yes.
2 MR. MARKS: Approved.
3 MR. KEACH: We have now closed the public
4 hearing portion of our meeting. Is there any other
5 business? Brad, do you have anything?
6 MR. MARKS: I have nothing tonight.
7 MR. KEACH: Okay. Then let's find a motion
8 to adjourn.
9 MS. KNEPP: I'll make a motion to adjourn.
10 MR. AUPPERLE: Second.
11 MR. KEACH: And a second.
12 MR. MARKS: All in favor say aye.
13 IN UNISON: Aye.
14 (Hearing concluded at 8:00 p.m.)
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1 CERTIFIED SHORTHAND REPORTER'S CERTIFICATE.
2
3 I, Leigh C. Stephens, CSR, RPR, a Certified
4 Shorthand Reporter in and for the State of Illinois,
5 and the Certified Shorthand Reporter who reported the
6 proceedings had on said day in this cause, do hereby
7 certify that the foregoing transcript of proceedings
8 is a true and complete transcript of proceedings had
9 on said day in this cause.
10 IN TESTIMONY WHEREOF, I have hereunto set my
11 hand this 30th day of July, A.D. 2021.
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Leigh C. Stephens

CSR, RPR,
(License #084-004885)

MORTON PLAN COMMISSION
MINUTES-JULY 26, 2021

The Plan Commission met on Monday, July 26, 2021, at 7:00 P.M., Chairman Keach presiding. Present: Knepp, Smock, Ritterbusch, Keach, Aupperle, and Deweese. Absent: Geil, Zobrist, and Yordy. Also, in attendance: Zoning Officer Brad Marks and Attorney Pat McGrath.

Ritterbusch made a motion to approve the minutes from the June 28, 2021, meeting. Aupperle seconded the motion to approve. The June 28, 2021, minutes were unanimously approved by a voice vote.

Public Hearing(s):

Petition No. 21-02 SP: Subject property is located at 216 North First Avenue. A petition has been filed by Michelle Peterson. Mrs. Peterson is requesting a special use at this property to permit a Day Care Center. Mrs. Peterson presented the request for the special use. There were comments from the public and discussion from the Plan Commission members (see transcripts). A motion to approve was made by Aupperle. A second motion to approve was made by Knepp. This was followed by a vote to approve.

Yes-Keach, Knepp, Aupperle, Ritterbusch, Deweese.

No-None

Abstain-Smock

APPROVED

Petition No. 21-03 ZA: Subject property is located at 101 North Morton Ave. A petition has been filed by Krista Strohl. The petitioner is requesting a zoning change from B-2 to R-1. Krista Strohl presented the request for the zoning change. There were no comments from the public. After discussion from the Plan Commission members (see transcripts), a motion to approve was made by Smock. A second motion to approve was made by Deweese. This was followed by a vote to approve.

Yes-Knepp, Ritterbusch, Smock, Deweese, and Keach

No-Aupperle

APPROVED

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 OF THE VILLAGE CODE OF THE VILLAGE OF MORTON TO PROVIDE AMENDMENTS REGARDING FRONT YARD SETBACKS. ZEO Marks presented the ordinance revision to the Plan Commission members. There was discussion from the Plan Commission members, Attorney McGrath and ZEO Marks (see transcripts). There were no comments from the public. A motion to approve was made by Ritterbusch. A second motion to approve was made by Aupperle. This was followed by a vote to approve.

Yes-Keach, Ritterbusch, Smock, Deweese, Aupperle, and Knepp
No-None

APPROVED

Other Business:

None

Brad Marks:

None

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