

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, AUGUST 16, 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 – August 2, 2021
  - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
  - A. Recommendation from the Business District Commission for a Building Improvement Grant for Lighthouse Automotive.
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
  - A. Resolution Authorizing Legal Services Agreement with McGrath Law Office, P.C.
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
  - A. Trustee Blunier
  - B. Trustee Hilliard
  - C. Trustee Leitch
    - 1. Third Round DCEO Grant Approvals
  - D. Trustee Menold
  - E. Trustee Newman
  - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
  - A. Closed Session for the Purpose of Discussing Collective Negotiating Matters Between the Village and its Employees or Their Representatives, per 5 ILCS 120/2(c)(2).
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XXIII. ADJOURNMENT**



**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., August 2, 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, Parrott – 5.

**PUBLIC HEARING** – None.

**PRESENTATIONS** – None

**PUBLIC COMMENT**

Michelle Peterson spoke regarding her work with the Planning Commission for Spark Academy and thanked everyone for their work as Village Board members.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – July 19, 2021
- B. Approval of Bills

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

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.  
No: None – 0.  
Absent: Newman – 1.

**VILLAGE PRESIDENT**

Mayor Kaufman presented the Village personnel cost for the July 4<sup>th</sup> celebration. Trustee Menold moved to approve the spending from the Tourism Fund and this motion was seconded by Trustee Leitch, being accepted with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.  
No: None – 0.  
Absent: Newman – 1.

Mayor Kaufman then announced that the premier of Baking Up Love will be on August 28<sup>th</sup> at 7pm at Morton Cinemas. Tickets will not be available at the door and must be purchased on the Baking Up Love website prior to arrival. Purchases will be added to a list for entry at the premier and an electronic payment receipt will be given. Each ticket for the movie is \$10.00 and tickets for the after party will be \$20, hosted by Schooners in Morton.

**VILLAGE CLERK** – None.

**VILLAGE ADMINISTRATOR**

Administrator Smick presented 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.



Administrator Smick then presented a 6-month update on sales tax, noting that the Village had received \$2,328,169.17 from January through June 2021. She noted that this number is higher than this time last year by about \$116,000.00 and projected that the next 6 months will return about \$2.5 million in sales tax revenue. The numbers are higher than previous years, in part, due to Illinois lawmakers passing an act regarding sales tax from online orders being directed to municipalities where the purchased product is shipped. Trustee Parrott asked if there were statistics showing the breakdown of taxes received from online orders and brick and mortar store orders. Administrator Smick replied that she does receive a report, but the detailed information is confidential. She is hopeful to have some information available regarding this for the next quarterly report.

**CHIEF OF POLICE** - None.

**CORPORATION COUNSEL** - None.

**DIRECTOR OF FIRE AND EMERGENCY SERVICES**

DFES Kelley presented his recommendation for acceptance of a new fire truck bid. This recommendation was for Alexis Fire Equipment, who was the lowest bidder, at \$567,900.00. The amount includes a pre-pay discount of \$10,000.00 which has been done for other equipment in the past. Trustee Leitch asked where Alexis Fire Equipment was located and DFES Kelley noted that it was Alexis, IL, between Galesburg and Monmouth. Trustee Blunier then asked if there were any local bids received and DFES Kelley stated that this was the most local company with such products and part of their appeal was the ability to service equipment in a close proximity. Trustee Menold questioned the similarity of the new equipment compared to the existing and DFES Kelley answered by saying that it was extremely similar, although all equipment of this nature is considered custom. Trustee Parrott moved to accept the recommended bid and Trustee Leitch seconded the motion; it passed with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.

No: None – 0.

Absent: Newman – 1.

**DIRECTOR OF PUBLIC WORKS** – None.

**ZONING AND CODE ENFORCEMENT OFFICER**

ZCO Marks presented a 6-month update on building permits for the Village. Overall, 340 permits were issued through June 2021, which was higher than this time last year by 52 permits. The total valuation of permits in the first 6 months of this year is higher than 2020 by roughly \$4,500,000.00.

ZCO Marks then presented Petition 21-02 SP which was a special use request for 216 N. First Ave. to allow for a daycare center. Trustee Hilliard motioned to bring the item onto the floor for discussion and Trustee Menold seconded this motion. ZCO Marks explained that this item was given a favorable review by the Plan Commission. Trustee Parrott spoke on behalf of neighbors to this property who had expressed concern with a daycare being located here. Another, primary concern that he expressed was regarding traffic and parking. He noted that the street sees a high level of traffic and, even though there would be a lease for a close parking lot, is not sure how the parking would be handled if that lease was not renewed at some point in the near future. The option of a crosswalk at this location was also discussed by Trustee Parrott, but not seen as feasible or favorable due to it being mid-block and atypical, costly, and something that would potentially exist



longer than the planned daycare's existence. Trustee Parrott expressed his appreciation for the daycare idea and encouraged it in a better-suited location. Trustee Hilliard then noted that this proposal is mostly for a pre-school that provides education, and that he also has concerns regarding parking and traffic, agreeing with Trustee Parrott's comments. He then raised concern regarding neighbors' ability to park in front of their home if a crosswalk was constructed at this location because the Village does not allow parking during the day within 100 feet in either direction (for a total of 200 feet on both sides of the street) of a school crosswalk. Trustee Hilliard also liked the idea of the proposed daycare and pre-school, but at another location. Trustee Menold asked for clarification from Trustee Hilliard regarding the parking regulation near school crosswalks during school days, which was done, and then asked ZCO Marks if this regulation was considered at the Plan Commission meeting when this petition was given a favorable review. ZCO Marks stated that this school crosswalk parking regulation was not mentioned at the meeting because it was more of a Public Works topic. Trustee Blunier then expressed his concerns regarding children's safety with traffic at this location and also neighbors potentially not being able to park in front of their house during school days. Trustee Leitch then agreed with the parking concerns and stated that he did not feel that this location was conducive for either daycare or pre-school activity. He stated that this facility needed off-street access to the front door so that the street does not need to be used for a drop-off stopping point. The Village already directed another learning center that recently opened to construct an off-street location for drop-off and temporary parking, so Trustee Leitch expressed the same need for this location as well. He spoke of the need for permanent solutions regarding parking and traffic and not just short-term solutions, then stating that due to these concerns, he did not favor this special use permit. The special use permit was unanimously denied by the following roll call vote:

Yes: None – 0.  
No: Blunier, Hilliard, Leitch, Menold, Parrott – 5.  
Absent: Newman – 1.

The next item presented by ZCO Marks was Petition 21-03 ZA which is a request to change the zoning of 101 N. Morton Ave. from B2 to R1. A motion to approve this petition was made by Trustee Leitch and seconded by Trustee Parrott. The petition was approved by the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.  
No: None – 0.  
Absent: Newman – 1.

ZCO Marks finally presented Ordinance 22-08: An ordinance amending Title 10 of the Village Code of the Village of Morton to provide amendments regarding front yard setbacks. He explained that this ordinance clears up previous language and Corporation Counsel McGrath noted the same. A motion to accept the ordinance was made by Trustee Blunier and seconded by Trustee Hilliard. The ordinance was approved with the following roll call vote:

Yes: Blunier, Hilliard, Leitch, Menold, Parrott – 5.  
No: None – 0.  
Absent: Newman – 1.

**VILLAGE TRUSTEES**

Trustee Blunier – None.





Trustee Hilliard – None.

Trustee Leitch – None.

Trustee Menold – Gave his appreciation to ZCO Marks for his efforts in taking care of the Village flower pots early in the mornings.

Trustee Newman – None.

Trustee Parrott – None.

**CLOSED SESSIONS** - None.

**CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS** - None.

**ADJOURNMENT**

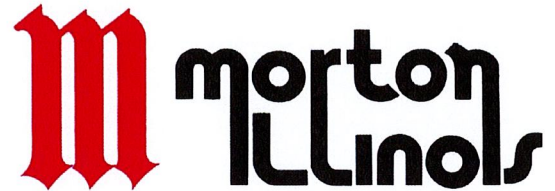
With no further business to come before the Board, Trustee Leitch moved to adjourn. Motion was seconded by Trustee Hilliard and followed by a unanimous voice vote of all present board members.

ATTEST:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VILLAGE CLERK





# Memo

**To:** President and Board of Trustees  
**From:** Business District Commission  
**Date:** August 12, 2021  
**Re:** Building Improvement Grant Recommendation

Below is the recommendation for Building Improvement Grant from the Business District Commission. The Commission and approved the following:

Applicant	Property Address	Total Project Cost	Amount Approved by BDC	Summary of Work
Lighthouse Auto	1500 W. Jefferson	\$178,550	\$10,000	Repaint exterior of building

The Commission is asking for your approval of this recommendation.

If you have any questions, please reach out to Julie Smick.

Thank you!



RESOLUTION NO. 04-22

**RESOLUTION AUTHORIZING AGREEMENT FOR LEGAL SERVICES WITH  
MCGRATH LAW OFFICE, P.C.**

**WHEREAS**, Pat McGrath with McGrath Law Office, P.C. has served as corporation counsel for the Village of Morton since August 1, 2016 and

**WHEREAS**, since August 1, 2016, McGrath Law Office, P.C. has been paid a flat fee of \$8,100 per month for legal services provided to the Village of Morton; and

**WHEREAS**, McGrath Law Office, P.C. has not increased its fee to the Village of Morton over the last five years; and

**WHEREAS**, McGrath Law Office, P.C. has proposed a legal services agreement to the Village of Morton which includes certain increases to the monthly retainer paid to McGrath Law Office, P.C. by the Village of Morton.

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

1. The Agreement for Legal Services dated August 13, 2021 between McGrath Law Office, P.C. and the Village of Morton is hereby approved, in the form and substance attached hereto as Exhibit A.
2. The Village President and Village Clerk are authorized and directed to sign the aforesaid Agreement for Legal Services.

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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



MCGRATH  
LAW OFFICE  
P.C.

ATTORNEYS  
MARK MCGRATH  
PAT MCGRATH  
ASSOCIATE ATTORNEY  
GRANT SCHRICKER  
OF COUNSEL  
LES VICARY  
RETIRED  
THOMAS E. DAVIES

August 13, 2021

**AGREEMENT FOR LEGAL SERVICES**

CLIENT: Village of Morton

McGrath Law Office, P.C. agrees to provide legal services to the Village of Morton and the Village of Morton agrees to retain McGrath Law Office, P.C. to provide legal services as provided for in this agreement, made effective as of the date this instrument is signed by the Village of Morton.

1. Services Covered: Beginning on August 1, 2021 McGrath Law Office, P.C. shall provide legal services on an as needed basis for the Village of Morton in exchange for a monthly payment in accordance with the following schedule:

Effective August 1, 2021: \$9,750 per month  
Effective August 1, 2022: \$10,725 per month  
Effective August 1, 2023: \$11,368 per month  
Effective August 1, 2024: \$12,050 per month  
Effective August 1, 2025: \$12,773 per month

The monthly shall cover all legal services rendered for the Village of Morton except for legal services rendered in connection with any labor law disputes including, but not limited to, collective bargaining, mediation, arbitration or other proceedings between the Village of Morton and any labor union. Further, this flat fee payment shall not cover prosecution or defense of civil litigation on behalf of the Village of Morton. Labor law legal services or civil litigation legal services shall be provided by McGrath Law Office, P.C. to the Village of Morton on an as needed basis in exchange for the payment by the Village of Morton to McGrath Law Office, P.C. at the rate of \$185.00 an hour for attorney time spent and \$110.00 per hour of paralegal time. The aforesaid hourly rates shall increase by \$5 per hour beginning August 1, 2022 and on each August 1 thereafter through August 1, 2025. No portion of the flat monthly fee shall be refundable. Fees paid shall immediately be the property of McGrath Law Office, P.C. upon payment and shall not be held in trust. This is a general/classic retainer payment which secures representation by McGrath Law Office, P.C. on an as needed basis for the Village of Morton for the entire month in which retainer payment is made.

2. Costs: From time to time McGrath Law Office, P.C. may determine in a course of providing legal services for matters covered within the scope of this agreement that a deposit into a trust account at McGrath Law Office, P.C. may be necessary to defray costs otherwise advanced, such as court filing fees or services of process fees. In such an event McGrath Law Office, P.C.

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will invoice the Village of Morton on a separate trust account retainer invoice. The sum paid on that invoice shall be deposited into McGrath Law Office, P.C.'s trust account. Expenses incurred will be directly paid from our trust account for court costs, service fees and other client expenses and/or recording fees incurred. Those fees are not marked up by McGrath Law Office, P.C. The Village of Morton will only pay the actual costs incurred for those fees. In the event any funds deposited into the trust account of McGrath Law Office, P.C. are paid but not consumed by court costs and expenses for which the retainer payment was required, those funds shall be returned to the Village of Morton at the conclusion of that matter for which the retainer was paid.

3. Court Costs and Expenses: The Village of Morton shall be required to pay all costs, fees or other charges actually paid or incurred by McGrath Law Office, P.C. in the course of its representation of the Village of Morton. Typical costs include service process fees, court costs and filing fees, recording fees, appraisals and other expenses incurred by McGrath Law Office, P.C. in matters covered within the scope of representation. McGrath Law Office, P.C. does not charge for mileage on trips of 100 miles or less roundtrip from Morton, long distance calls, postage or photocopies. The only exception to this normal rule is when an unusual amount of postage or photocopies is required in connection with our representation of a particular matter. For any trips longer than 100 miles roundtrip, mileage will be charged at the standard IRS mileage rates then in effect.

4. Revision to Terms of this Letter of Engagement: McGrath Law Office, P.C. may, from time to time, revise its billing rates and practices. In the event of any material change in the financial terms of this agreement McGrath Law Office, P.C. shall make a written request to the Village of Morton for approval of those changes in financial terms. Upon Board approval this contract shall be amended effective on the date of Board approval to the rate set forth in the notice provided by McGrath Law Office, P.C. to the Village of Morton.

5. Outside Counsel: McGrath Law Office, P.C. may, from time to time, confront a conflict of interest for McGrath Law Office, P.C.'s representation the Village of Morton in a given matter. No conflicts of interest of any substantial size or scope are presently known to McGrath Law Office, P.C. However, the probability of some conflict occurring is not insubstantial. In the event of a conflict of interest which precludes McGrath Law Office P.C.'s representation of the Village of Morton in a given matter, McGrath Law Office, P.C. shall notify the Village that it is precluded from representing the Village in that matter. McGrath Law Office, P.C. shall work with the Village of Morton to identify special counsel to represent the Village in that matter. No reduction in the monthly payment due to McGrath Law Office, P.C. shall be required by reason of such conflict of interest.

6. General Duties of Client: The legal advice McGrath Law Office, P.C. provides to the Village of Morton will be based upon the information that is furnished to McGrath Law Office, P.C. and based upon Illinois law. Advice that is provided could change in the future if the law or circumstances changed. It is critical that McGrath Law Office, P.C. be furnished at all times all relevant information concerning issues that are presented to it for advice. The Village of Morton undertakes the obligation to furnish all information to McGrath Law Office, P.C. concerning any matter for which the Village requests legal advice. We will provide legal advice to the Village in response to inquiries that we receive from you.



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7. Firm Files: Files of this firm, including lawyer work product pertaining to any legal work undertaken for the Village will be retained by McGrath Law Office, P.C. All such documents retained by McGrath Law Office, P.C. may be transferred to the person responsible for administering the records and retention program. For various reasons including minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or materials retained by us within a reasonable time after the termination of this engagement. The Village of Morton shall be provided copies of documents during the course of representation. If the Village of Morton desires to receive its original files of McGrath Law Office, P.C. may charge a fee to copy the documents with request furnished by the Village at the then prevailing copy charges including the cost of those copies and an hourly charge of staff members to make those copies.

8. Termination of Engagement: Either the Village of Morton or McGrath Law Office, P.C. may terminate this agreement upon 30 days written notice provided to the other party under this agreement. Any action to terminate this agreement by the Village of Morton must be valid under Illinois law and must be made in a manner consistent with that provided by Illinois law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal.

Village of Morton

McGrath Law Office, P.C.

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_  
Patrick B. McGrath

ATTEST:

BY: \_\_\_\_\_  
Village Clerk



Village of Morton  
Business Sustainability Grant - Round #3

Business Name	Eligible Expenses	Grants		Amount Recommended
		Received Round 1 & 2	Eligible Expenses	
Fortman Barber Shop	\$ 824.10	\$ -	\$ 824.10	\$ 824.10
Schooner's	\$ 23,965.79	\$ 13,578.81	\$ 10,386.98	\$ 10,386.98
				11,211.08

Total Grant Awarded by State	\$ 324,113.00
Total Grants Paid out round #1	(100,841.98)
Total Grant Dollars for Round #2	(118,636.16)
Grants Approved - Round 3	<u>(11,211.08)</u>
Balance of Grant Funds Not Expended	\$ 93,423.78

