

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, AUGUST 15, 2022
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 1, 2022
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
- XII. CHIEF OF POLICE**
 - A. Police Department Employee Expenses from Morton Fireworks.
- XIII. CORPORATION COUNSEL**
 - A. An Ordinance Authorizing Purchase of 213 S. Fourth Ave., Morton IL
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Acceptance of Bid for the Erie Court Watermain Extension Project in the Amount of \$1,237,506.00 and Award of Contract for Same to G.A. Rich & Sons.
 - B. An Ordinance Making Amendments to Section 8-1-0 of the Morton Municipal Code Regarding Trimming Trees and Shrubs Overhanging the Public Right-Of-Way (revised version).
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
- XVII. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Hilliard
 - C. Trustee Leitch
 - D. Trustee Menold
 - E. Trustee Newman
 - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
 - A. Closed session pursuant to 5 ILCS 120/2(c)(5) to discuss the purchase or lease of real property for the use of the Village of Morton.
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XXIII. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., August 1, 2022**

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

PUBLIC HEARING – None.

PRESENTATIONS – None.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – July 18, 2022
- B. Approval of Bills

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

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

VILLAGE PRESIDENT – President Kaufman mentioned that it was nice to have the HOI Tennis Tournament in town.

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – None.

CHIEF OF POLICE – None.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – DPW Loudermilk presented an Ordinance making amendments to Section 8-1-0 of the Morton Municipal Code regarding trimming trees and shrubs overhanging the public right-of-way. There was a significant amount of discussion regarding this topic and the Trustees felt that notice needed to be given to the property owners so they can make arrangements to trim the trees themselves if they would prefer. After discussing details and providing clear insight moving forward, Trustee Hilliard motioned to table and allow Corp. Counsel McGrath time to revise the proposed Ordinance and present at the next scheduled meeting. This motion to table was seconded by Trustee Newman and approved by the following roll call vote:

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

ZONING AND CODE ENFORCEMENT OFFICER – None.

VILLAGE TRUSTEES

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch moved to adopt an Ordinance making amendments regarding credits for electing auto-pay and e-delivery of utility bills to section 8-15-5 of the Morton Municipal Code. The Trustees discussed this proposal in-depth and ultimately had reservations regarding adoption due to potentially high cost of implementation for minimal incentive to the citizens. Trustee Newman seconded the motion, but it failed by the following roll call vote:

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

Trustee Menold – None.

Trustee Newman – None.

Trustee Parrott – None.

CLOSED SESSION – None.

CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS – None.

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

ATTEST:

PRESIDENT

VILLAGE CLERK

Village of Morton

120 NORTH MAIN STREET • P.O. BOX 28 • MORTON, ILLINOIS 61550-0028
PHONE (309) 266-5361 FAX (309) 266-5508

JEFFREY L. KAUFMAN
President

TRUSTEES:
Rod Blunier
Steve Leitch
Clinton Leman
Brad Menold
Kenneth Newman
Nate Parrott

VILLAGE CLERK:
Sam Ritthaler

12-Jul-22

To: Rod Blunier
CC: Village President & Trustees
From: Jason Miller

RE: 2022 Morton Fireworks expense

The following are employee expenses incurred by the
Police Department for the Morton Fireworks.

Auxiliary	28 Hours	542.56
Police	20 Hours	1,509.53
Police	35 Comp Hours	<u>2,515.67</u>
Sub Total	Wages	4,567.76
TOTAL Wages		<u><u>4,567.76</u></u>

Requesting approval to transfer this amount from the Tourism Tax Fund
back into the General Fund to pay for these expenses.

ORDINANCE NO. 23-05

AN ORDINANCE AUTHORIZING PURCHASE OF 213 S. FOURTH AVE., MORTON IL

WHEREAS, Equity One Investment Fund, LLC is about to take title to certain real property commonly known as 213 S. Fourth Ave., Morton, Illinois (hereinafter “Subject Property”), and

WHEREAS, the Village of Morton is in the process of effecting a demolition of the improvements on the Subject Property due to numerous Code violations related to the current condition of the property; and

WHEREAS, Equity One Investment Fund, LLC, has offered to sell its interest in the Subject Property, once it takes title thereto, in lieu of the foreclosure of the demolition lien on the terms and conditions more particularly set forth in the agreement attached hereto as exhibit A.

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

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

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

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

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton this _____ day of _____, 2022; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2022.

President

ATTEST:

Village Clerk

CONTRACT FOR THE SALE OF REAL ESTATE

Seller: EQUITY ONE INVESTMENT FUND LLC 80 MAIN ST, SUITE A SUGAR GROVE, IL 60554 312-316-4036 JMBRIDGE323@GMAIL.COM	Buyer: VILLAGE OF MORTON 120 N. MAIN ST. MORTON, IL 61550 309-266-5361 JSMICK@MORTON-IL.GOV
Seller's Attorney:	Buyer's Attorney: McGrath Law Office, P.C. 1600 S. Fourth Ave., Ste. 137 Morton, IL 61550 phone - 309-266-6211 fax - 309-266-6988 realestate@mcgrathpc.com
Listing Broker: None	Selling Broker: None

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

THIS CONTRACT is entered into between **EQUITY ONE INVESTMENT FUND LLC** hereinafter referred to as **SELLER**, and **VILLAGE OF MORTON** hereinafter referred to as **BUYER**, who agree as follows:

1. **DEFINITIONS:** For the purposes of this Contract, capitalized terms shall have the meaning set forth in this Section, unless the context clearly requires otherwise.
 - a. **"Subject Property"** means the real estate commonly known as 213 S 4TH AVE, MORTON, IL 61550 assigned P.I.N. 06-06-20-240-003 and legally described as follows:

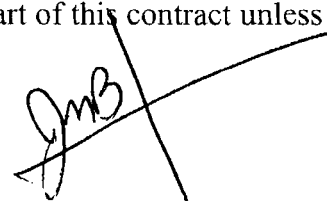
 Lot Seven (7) in Block Six (6) in JAMES M. CAMPBELL'S FIRST ADDITION to the Town, now Village of Morton, Tazewell County, Illinois.

 The exact legal description shall be furnished after title commitment is received and will be based upon title commitment.
 - b. **"Closing Date"** means **09/09/2022**.
 - c. **"Escrow Agent"** means McGrath Law Office, P.C.
2. **PRICE AND PAYMENT:** That SELLER agrees to sell the **Subject Property** to BUYER, who agrees to pay **\$15,000.00** therefor in the manner following: \$1,000.00 (down payment inclusive

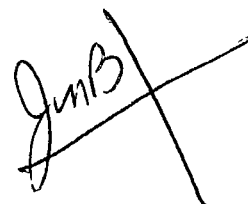
JMB

of earnest money) upon the execution of this Agreement to be held by the Escrow Agent in escrow until closing and the remainder as required by the closing agent on or before the **Closing Date** and on receipt of deed.

3. **FINANCING:** This Contract is **not** subject to BUYER obtaining financing.
4. **EVIDENCE OF TITLE:** That not less than fourteen (14) days before the **Closing Date**, BUYER shall obtain a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said **Subject Property** subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. **Owners' title policy, in amount of the purchase price for said Subject Property, will be paid for by the BUYER** and issued to BUYER after delivery of deed.
5. **DEED AND POSSESSION:** That SELLER will cause fee simple title to said real estate to be conveyed to BUYER, or to such party as BUYER may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to BUYER upon payment being made as herein provided, on or before the **Closing Date**.
6. **RISK OF LOSS:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes and transfer taxes shall be paid by BUYER.
8. **APPRAISAL:** This Contract is **not** subject to BUYER obtaining an appraisal of the **Subject Property**.
9. **WOOD DESTROYING INSECT PROVISION:** This Contract is **not** subject to BUYER obtaining an inspection or written report regarding the presence of wood destroying insects in the **Subject Property**.
10. **EQUIPMENT & INSPECTIONS:** There are no inspections contemplated in this Contract.
11. **LEAD-BASED PAINT:** The improvements on the real estate subject to this Contract were built before 1978, but BUYER has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made apart hereof by this reference.). BUYER acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by SELLER concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.
12. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:

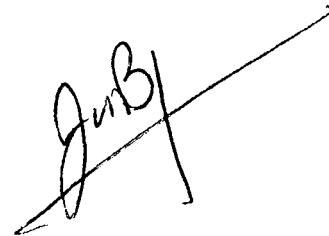


- a. SELLER hereby retracts its previous request made to the BUYER under the Illinois Freedom of Information Act ("FOIA") regarding the Subject Property.
 - b. Both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act.
 - c. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.
 - d. Time is of the essence of this Contract.
 - e. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
 - f. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
 - g. SELLER shall provide reasonable access to BUYER and BUYER'S representatives for purposes of inspections, if any, and appraisals.
13. **ESCROWEE:** The parties agree that *McGrath Law Office, P.C.* is hereby designated as escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction. In the event the *Escrow Agent* is an attorney for BUYER or SELLER, the parties hereto waive any conflict of interest presented.
14. **NOTICES:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney or to the party if not represented by counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.
15. **PREPARATION AND APPROVAL:** This Contract was prepared by McGrath Law Office, P.C., BUYER'S attorney, and approved by SELLER and/or SELLER'S attorney.
16. **SETTLEMENT:** Closing shall be held in Tazewell County or at the office of BUYER'S closing agent, unless the parties agree otherwise.
17. **SELLER'S DISCLOSURE:** This transaction is exempt from the disclosure report requirements under the Illinois Residential Real Property Disclosure Act per 765 ILCS 77/15(8). This Transaction is exempt from the disclosure report requirements under the Illinois Radon Awareness Act per 420 ILCS 46/20(8).



18. **ATTORNEY'S FEES AND EXPENSES:** Should SELLER or BUYER bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.
19. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided.
20. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction that is the subject of this Contract merge with and are superseded by this Contract. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements in connection with this Contract, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

**[The remainder of this page is intentionally left blank]
Signature page follows**



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

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

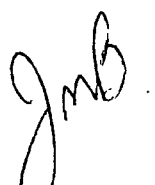
DATE SIGNED BY BUYER: _____, 20____.

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

BUYER: VILLAGE OF MORTON

BY: JEFFREY L. KAUFMAN, PRESIDENT

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

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

DATE SIGNED BY SELLER: August 11th, 2022

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

SELLER: EQUITY ONE INVESTMENT FUND LLC


BY: JOHN BRIDGE, MANAGING MEMBER

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8/8/2022

BID TABULATION
PROJECT: Village of Morton
ERIE COURT WATERMAIN EXTENSION PROJECT

DATE, TIME AND PLACE: Bids Received on or before August 8, 2022 at 10:00 am by the Village of Morton, Morton Village Hall, 120 N Main Street, Morton, Illinois 61550

ITEM NO.	DESCRIPTION	UNIT	ENGINEER'S OPC			Walker Excavating Co., Inc. 3222 W Farmington Rd Peoria, IL 61604			G.A. Rich & Sons, Inc. 204 S Perry St P.O. Box 50 Deer Creek, IL 61733		
			BID QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	16" DIAMETER DIP WATERMAIN, BFM 2 (NO DUCTILE IRON PIPE)	L.F.	2770	\$60.00	\$166,200.00	\$99.77	\$276,362.90	\$82.00	\$227,140.00		
2	16" DIAMETER DIP WATERMAIN, BFM 4 (NO DUCTILE IRON PIPE)	L.F.	96	\$150.00	\$14,400.00	\$100.29	\$9,627.84	\$277.00	\$26,592.00		
3	16" DAIMETER DIP WATERMAIN IN 30" STEEL CASING, JACK AND BORE (NO DUCTILE IRON PIPE)	L.F.	330	\$880.00	\$290,400.00	\$1,200.00	\$396,000.00	\$1,195.00	\$394,350.00		
4	MATERIAL ALLOWANCE - 16" DIAMETER CLASS 62 DIP WITH RESTRAINING GASKET (FIELD LOK, FASTITE, SURE STOP, OR EQUAL)	L.F.	2020	\$95.00	\$191,900.00	\$95.00	\$191,900.00	\$95.00	\$191,900.00		
5	MATERIAL ALLOWANCE - 16" DIAMETER CLASS 62 DIP WITH RESTRAINING GASKET (FIELD LOK, FASTITE, SURE STOP, OR EQUAL)	L.F.	1200	\$120.00	\$144,000.00	\$120.00	\$144,000.00	\$120.00	\$144,000.00		
6	16" DIP WATERMAIN FITTINGS	L.F.	3869	\$10.00	\$38,690.00	\$21.75	\$84,150.75	\$15.00	\$58,035.00		
7	CONNECTION TO EXISTING WATERMAIN	EACH	3	\$2,500.00	\$7,500.00	\$5,539.93	\$16,619.79	\$3,565.00	\$10,695.00		
8	16" BUTTERFLY VALVE AND BOX	EACH	4	\$7,000.00	\$28,000.00	\$10,557.00	\$42,228.00	\$10,113.00	\$40,452.00		
9	FIRE HYDRANT ASSEMBLY	EACH	4	\$7,500.00	\$30,000.00	\$8,770.36	\$35,081.44	\$7,945.00	\$31,780.00		
10	TREE REMOVAL (ALL SIZES)	L.F.	5	\$500.00	\$2,500.00	\$1,380.00	\$6,900.00	\$2,533.00	\$12,665.00		
11	LANDSCAPE REMOVAL AND REPLACEMENT	L.S.	1	\$2,500.00	\$2,500.00	\$1,725.00	\$1,725.00	\$2,772.00	\$2,772.00		
12	7" CONCRETE DRIVEWAY PREVEMENT REMOVAL AND REPLACEMENT	L.S.	300	\$70.00	\$21,000.00	\$174.80	\$52,440.00	\$193.00	\$57,900.00		
13	TRAFFIC CONTROL AND PROTECTION	L.F.	1	\$5,000.00	\$5,000.00	\$1,725.00	\$1,725.00	\$1,000.00	\$1,000.00		
14	TURF SURFACE RESTORATION (FERTILIZING AND SEEDING)	L.F.	1036	\$10.00	\$10,360.00	\$8.36	\$8,660.96	\$12.00	\$12,432.00		
15	CULTIVATED FIELD SURFACE RESTORATION	S.Y.	1746	\$10.00	\$17,460.00	\$21.13	\$36,892.98	\$2.00	\$3,492.00		
16	EROSION AND SEDIMENT CONTROL	TON	1	\$5,000.00	\$5,000.00	\$2,812.90	\$2,812.90	\$12,696.00	\$12,696.00		
17	FIELD TILE - RESTORATION	L.F.	5	\$1,500.00	\$7,500.00	\$823.11	\$4,115.55	\$1,921.00	\$9,605.00		
TOTAL BASE BID AMOUNT					\$982,410.00	\$1,311,243.11	\$1,237,506.00				

I, SCOTT L. DESPLINTER, CERTIFY THIS BID TABULATION TO BE A TRUE AND ACCURATE SUMMARY OF THE BIDS RECEIVED FOR THIS PROJECT.



SCOTT L. DESPLINTER, P.E.
 PROJECT ENGINEER
 8/8/2022

VILLAGE OF MORTON
ORDINANCE 23-23

AN ORDINANCE MAKING AMENDMENTS TO SECTION 8-1-10 OF THE
MORTON MUNICIPAL CODE REGARDING TRIMMING TREES AND SHRUBS
OVERHANGING THE PUBLIC RIGHT-OF-WAY

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Morton, in the State of Illinois, as follows:

SECTION 1: AMENDMENT "8-1-10: Trees; Shrubbery" of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-1-10: Trees; Shrubbery

- A. No person, firm, corporation, or other legal entity, other than the Village, shall plant any tree or bush in any right-of-way, street, or other public place in the Village, including those portions of streets and roadways not used for traffic purposes and lying between the adjacent property line and the curb line.
- B. Any tree or shrub which overhangs any right-of-way, street, sidewalk, or other public place in the Village in such a way as to impede or interfere with pedestrians or traffic, or which obstructs visibility of traffic or traffic signs or signals, or obstructs street lights shall be trimmed by the owner of the abutting premises on which such tree or shrub grows, so that the obstruction shall cease. The DPW may trim any such tree or shrub to the right-of-way line if it extends to less than sixteen feet (16') above the pavement or driving surface, or obstructs visibility of traffic or traffic signs or signals, or is less than seven feet (7') above the sidewalk, and is less than or equal to two inches (2") in diameter at the right-of-way line. The DPW may trim any other tree or shrub which overhangs the right-of-way, street, or sidewalk following not less than seven days advance notice, which may be provided via the Village's Code Red system. Notice shall be sufficient if it advises residents that the Village shall be conducting tree and shrub trimming activities during a specified period of time, and further advises residents that trees or shrubs which overhang the right-of-way may be trimmed by the Village. ~~Otherwise the owner of the premises on which such tree or shrub grows shall be notified and given fourteen (14) days to eliminate the obstruction. If not eliminated within said fourteen (14) days, the DPW may trim or remove any such tree or shrub to the right-of-way line so that the obstruction, danger, or interference to pedestrians, traffic passage, or visibility is eliminated. (amd. Ord. 00-19, 8-7-00; amd. Ord. 05-11, 8-15-05)~~
- C. Any tree or limb of a tree which appears likely to fall on or across any public way shall be removed by the owner of the premises on which such tree grows.

- D. It shall be unlawful to attach any sign or advertising notice, or any wire or rope, to any tree or shrub in any public street, parkway, or other public place, without the permission of the Board of Trustees. Any person or entity who maintains poles and wires in any street, alley, or other public place shall, in the absence of provision in the franchise concerning the subject, keep such wires and poles free from and away from any trees or shrubs in such places so far as may be possible, and shall keep all such trees or shrubs near such wires and poles properly trimmed, subject to the supervision of the DPW, so that no injury will be done either to the poles and wires or to the trees or shrubs by their contact. (Ord. 96-22, 10-7-96; amd. Ord. 98-47, 4-5-99)
- E. In the event the DPW or his designee or assignee trims any tree or shrub in accordance with the provisions of this Section, the costs thereof shall be recoverable from the owner and the Village may place a lien on the land until payment is made. Within sixty (60) days after the cost and expense is incurred, the Village or the party performing the service by authority of the Village, in his or its name, may file a Notice of Lien in the Office of the Recorder of Deeds in Tazewell County, Illinois. Notice of the person to whom was sent the tax bill for the general taxes on the property for the preceding year shall be sent by certified mail or personally served on the person. The Notice shall consist of a sworn statement setting out (a) a description of the real estate sufficient for identification thereof; (b) the amount of money representing a cost and expense incurred or payable for the service; and (c) the date or dates when such cost and expense was incurred by the Village.
- F. Upon payment of the cost and expense by the owner, or of persons interested in such property, after a Notice of Lien has been filed, the Lien shall be released by the Village or person whose name the Lien has been filed and the release may be filed of record in the office of the Recorder of Deeds, Tazewell County, Illinois; provided, however, no Lien shall be released until the total cost and expense including the actual cost, filing fees and other costs of administration and interest are satisfied by payment in full.
- G. In addition to the abatement and lien procedures provided for in this Chapter, any person violating any of the provisions of this Section shall be subject to a minimum fine of \$100.00. The maximum fine is \$750.00. Each and every day a violation occurs shall be deemed a separate offense. (Ord. 17-15, 8-7-17)

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES _____.

	AYE	NAY	ABSENT	ABSTAIN
Trustee Blunier	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
Trustee Newman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Zo M. Evans, Village Clerk Village of
Morton

