

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, AUGUST 7, 2023**  
**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 17, 2023
  - 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. Morton Fireworks Expense
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
  - A. AN ORDINANCE MAKING AMENDMENTS TO TITLE 5 OF THE MORTON MUNICIPAL CODE REGARDING IDLE PALLET STORAGE
  - B. Ambulance Purchase
  - C. A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)
  - D. RESOLUTION AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF MORTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL # 4952 (PARAMEDICS) REGARDING PARAMEDIC RESIDENCY
- XV. DIRECTOR OF PUBLIC WORKS**
  - A. A RESOLUTION AUTHORIZING LOCAL MATCH TO FEDERAL PROPOSAL
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
  - A. AN ORDINANCE MAKING AMENDMENTS TO SECTION 10-10-2 OF THE MORTON MUNICIPAL CODE REGARDING ZONING CERTIFICATES OF OCCUPANCY
  - B. Petition No. 23-04 ZA
  - C. AN ORDINANCE MAKING AMENDMENTS TO TITLE 10-10-4 OF THE MORTON MUNICIPAL CODE REGARDING RESUBMITTAL OF DENIED REQUESTS FOR ZONING RELIEF

**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**

**XX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES  
REGULAR MEETING  
7:00 P.M., July 17, 2023**

After calling the meeting to order, the Pledge of Allegiance was recited and Clerk Evans called the roll, finding the following members present: Blunier, Hilliard, Leitch, Menold, Newman, Parrott – 6.

**PUBLIC HEARING** – A public hearing was had regarding Ordinance 24-12: An Ordinance Making Appropriations for Corporate Purposes for the Fiscal Year Beginning May 1, 2023, and Ending April 30, 2024.

**PRESENTATIONS** – None.

**PUBLIC COMMENT** – None.

**CONSENT AGENDA**

- A. Approval of Minutes.
  - 1. Regular Meeting – July 5, 2023
- 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, Newman, Parrott – 6.  
No: None – 0.  
Absent: None – 0.  
Abstain: None – 0.

**VILLAGE PRESIDENT** – None.

**VILLAGE CLERK** – None.

**VILLAGE ADMINISTRATOR** – Administrator Smick presented an Ordinance making appropriations for corporate purposes for the fiscal year beginning May 1, 2023, and ending April 30, 2024. Trustee Leitch moved to approve the Ordinance and it was approved by Trustee Newman before final approval by the following roll call vote:

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

**CHIEF OF POLICE** – Chief Miller presented a Resolution authorizing hiring of 3 additional full time police officers. After light discussion, Trustee Blunier moved to approve the resolution and it was seconded by Trustee Parrott before final approval by the following roll call vote:

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

**CORPORATION COUNSEL** – None.

**DIRECTOR OF FIRE AND EMERGENCY SERVICES** – DFES Kelley presented a Resolution authorizing hiring full time day shift firefighters. There was significant discussion regarding this Resolution. Trustee Leitch moved to approve and Trustee Newman seconded before final approval by the following roll call vote:

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

**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 Newman moved to adjourn. The motion was seconded by Trustee Leitch and followed by unanimous voice vote of all present board members.

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PRESIDENT

ATTEST:

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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  
Craig Hilliard  
Steve Leitch  
Brad Menold  
Kenneth Newman  
Nate Parrott

**VILLAGE CLERK:**  
Zo Evans

31-Jul-23

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

RE: 2023 Morton Fireworks expense

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

Auxiliary	35 Hours	678.20
Police	28.25 Hours	1,871.10
Police	29.75 Comp Hours	<u>1,854.06</u>
Sub Total	Wages	4,403.36
<b>TOTAL Wages</b>		<b><u>4,403.36</u></b>

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

**VILLAGE OF MORTON**  
**ORDINANCE 24-13**

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 5 OF THE MORTON  
MUNICIPAL CODE REGARDING IDLE PALLET STORAGE**

**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:**        **ADOPTION** “CHAPTER 5-7: IDLE PALLET STORAGE” of the Morton Municipal Code is hereby *added* as follows:

ADOPTION

CHAPTER 5-7: IDLE PALLET STORAGE(*Added*)

**SECTION 2:**        **ADOPTION** “5-7-1: Purpose” of the Morton Municipal Code is hereby *added* as follows:

ADOPTION

5-7-1: Purpose(*Added*)

The purpose of this Chapter is to regulate the storage of idle wood and plastic pallets.

**SECTION 3:**        **ADOPTION** “5-7-2: Definitions” of the Morton Municipal Code is hereby *added* as follows:

ADOPTION

5-7-2: Definitions(*Added*)

- A. For the purpose of this Chapter, the following definitions apply: 1. Combustible Construction – Includes painted or unpainted wood and rigid plastic materials or any other construction type that does not meet the definition of noncombustible. 2. Noncombustible Construction – Noncombustible walls consist of masonry or panels over steel framing. Panels may be painted or galvanized steel, corrugate iron or corrugated cementitious panels supported by a steel frame. Since heat will conduct though thin steel and will buckle and open at the joints with fire exposure, then ignite combustible insulation behind it, any insulation used must be rated as also protected or noncombustible or the structure falls into the combustible construction category. 3. Plastic Pallet- All plastic pallets that have a solid, slatted, or gridded deck or base, regardless of the geometry, including plastic containers that have sides, walls, supports or tops. 4. FM Approved Plastic Pallet – Factory Mutual approved plastic pallets are plastic pallets that have been evaluated though fire testing and are certified by Factor

Mutual to meet the equivalent combustibility of a wood pallet. 5. Wood Pallet – All wood and other cellulous type materials with slatted or solid deck or base, regardless of the geometry, including containers that have a wood or cellulous material sides, walls, supports or tops. Wood pallets also include FM approved plastic pallets when clearly marked with an appropriate FM certification.

**SECTION 4:** **ADOPTION** “5-7-3: Storage Of Idle Pallets” of the Morton Municipal Code is hereby *added* as follows:

**ADOPTION**

*5-7-3: Storage Of Idle Pallets(Added)*

- A. Outdoor Storage of Idle Pallets:
  - 1. The following are the required separation distances and pile heights are required for the outdoor storage of idle pallets:

Exposed Exterior Wall Construction Type	Separation Distance from any Structure in Feet					
	Less than 50 Pallets		51 to 200 Pallets		More than 200 Pallets	
	Wood & FM Approved	Plastic	Wood & FM Approved	Plastic	Wood and FM Approved	Plastic
Combustible	15	30	40	80	90	150
Non-combustible	12	15	30	40	50	100
Separation Distance for Adjacent Piles of Pallets Stored Outdoors						
Pile Separation in Feet	15	30	40	80	90	150
Maximum Pile Height for all Pallet Types						
Measured in Feet from ground to top of pile	12	12	12	12	12	12

- 2. Mixed wood and plastic piles of idle pallets shall meet the separation requirements for plastic pallets.
  - 3. The number of pallets in any pile or pile group cannot exceed the number of pallets listed. In no case can a pile group exceed 300 pallets.
  - 4. Outside storage of idle pallets shall not be located within 10 feet of any property line.
- B. Indoor Storage of Idle Pallets
- 1. The indoor storage of idle pallets of any type in a building not protected by an automatic fire sprinkler system is prohibited, except for the minimum number of pallets needed for in-process manufacturing, but in no case shall indoor idle pallet storage exceed the following:
    - a. A single stack not exceeding four (4)' feet in height.
    - b. Minimum separate of 10 feet between a single stack of pallets, and any other single pallet stack,, combustible material, or equipment shall be maintained.

2. The indoor storage of idle pallets in a sprinklered building shall meet the requirements as outlined in NPFA 13, Standard for the Installation of Sprinkler Systems, Section 12, Protection of Idle Pallets.

**SECTION 5:**            **ADOPTION** “5-7-4: Penalty” of the Morton Municipal Code is hereby *added* as follows:

**ADOPTION**

5-7-4: Penalty(*Added*)

Any owner, occupant, or lessee of a premises who fails to comply with any provision of this Chapter shall be fined a minimum of two hundred dollars (\$200.00) and a maximum of seven hundred fifty dollars (\$750.00). A separate violation shall be deemed to have occurred for each and every day a violation exists.

**SECTION 6:**            **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 7:**            **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 8:**            **EFFECTIVE DATE** This Ordinance shall be in full force and effect ten (10) days from and after the required approval and publication according to law.



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

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Blunier	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
Trustee Newman	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____
Presiding Officer			Attest	

\_\_\_\_\_  
Jeffrey L. Kaufman, Village President,  
Village of Morton

\_\_\_\_\_  
Zo M. Evans, Village Clerk, Village of  
Morton



**Morton Fire Department**  
*Office of the Fire Chief*



DATE: August 01, 2023  
TO: Mayor Kaufman and the Village Board  
FROM: Fire Chief Joe Kelley  
RE: Ambulance bids

Bids for the purchase of a new ambulance were opened on July 24, 2023. Despite 2 bid packets being picked up, only one qualifying bid was received from Foster Coach Sales in Sterling, IL for a Horton Model 623 on a Freightliner M2 106 Classic Chassis. In reviewing the details of the proposal, the proposed unit appears to meet our specifications.

As expected, the delivery time is anticipated to be 24 to 30 months. A prepayment options was offered for a flat 3.5% for 545 days. While we have taken advantage of this option in the past, in consulting with Julie, this does not exceed what would be anticipated in interest on deposits over the same term, so I would not recommend this option.

The bid was split into 2 quotes, both of which are attached. The reason for the split was to offer us the opportunity to purchase the required ambulance cot and lift at today's prices. The price for this equipment if purchased today is \$78,112.20. Because of uncertainty in the market, the quote for a purchase of this equipment at the time of delivery is \$107,639.00. This is a cost saving option that I would recommend.

Finally, the bid price for the chassis, purchased from Morton Truck Centers, and ambulance conversion is \$356,382.00. So, the total purchase price is \$434,494.20. There is no money down required with payment in full due at the time of delivery. Therefore, only the \$78,112.20 would be spent during this budget year, with the balance due on delivery.

Please let me know if you have any questions.

Joseph L. Kelley  
Director of Fire and Emergency Medical Services  
300 W. Courtland Ave. - Morton, Illinois 61550

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700  
Sterling, Illinois 61081

AF01057

PI : (815) 625-3276  
(800) 369-4215  
Fax: (815) 625-7222  
Web site: www.fostercoach.com

**QUOTATION**

TO: CITY OF MORTON FIRE DEPARTMENT  
300 W. COURTLAND  
MORTON, IL 61550

DATE: 07/12/23

ATTN: CHIEF KELLEY

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
	HORTON MODEL 623 (173") ALL-ALUMINUM MODULAR AMBULANCE WITH 72" HEADROOM PER SPECIFICATION.	\$ 251,944.00	\$ 251,944.00
	2024 FREIGHTLINER M2 106 REGULAR CAB CHASSIS PER ENCLOSED SPECIFICATION SUPPLIED BY MORTON TRUCK CENTERS.	\$ 97,675.00	\$ 97,675.00
	ADDITIONAL OPTIONS: LETTRING & STRIPING PER RK GRAPHICS	\$ 5,900.00	\$ 5,900.00
	(4) NCG STYLE DIAL TYPE FLOWMETERS	\$ 863.00	\$ 863.00
	NOTE: STRYKER EQUIPMENT IS QUOTED SEPARATELY FOR DIFFERENT PRICING OPTIONS AVAILABLE TO CITY COUNCIL.		
		\$ Total	\$ 356,382.00
	ACCEPTED BY: _____		
	TITLE: _____ Date: _____		

ESTIMATED DELIVERY: 4-30 MONTHS PENDING CHASSIS & CURRENT BACKLOG PROPOSED BY:  ANDREW FOSTER, VICE PRESIDENT

**FOSTER COACH SALES, INC.**

903 Prosperity Drive Street P.O. Box 700  
Sterling, Illinois 61081

PI : (815) 625-3276  
(800) 369-4215  
Fax: (815) 625-7222  
Web site: www.fostercoach.com

AF01301

**QUOTATION**

TO: CITY OF MORTON FIRE DEPARTMENT  
300 W. COURTLAND  
MORTON, IL 61550

DATE: 06/27/23

ATTN: CHIEF KELLEY

REFERENCE: STRYKER EQUIPMENT

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	PURCHASE STRYKER 6507 POWER PRO 2 W/ BATTERY	\$ 30,041.00	\$ 30,041.00
1	PURCHASE & INSTALL STRYKER POWER POWER LOAD SYSTEM	\$ 33,514.00	\$ 33,514.00
1	PROCARE POWER LOAD PREVENTIVE SERVICE CONTRACT	\$ 8,908.20	\$ 8,908.20
1	PROCARE POWER PRO 2 PREVENTIVE CONTRACT	\$ 5,649.00	\$ 5,649.00
<p><b>NOTE: THIS IS CURRENT STRYKER EQUIPMENT PRICING AND PAYMENT IS DUE UPON RECEIPT TO TO FOSTER COACH TO LOCKING IN PRICING LISTED ABOVE IN QUOTATION.</b></p>			
		\$ Total	\$ 78,112.20
ACCEPTED BY: _____			
TITLE: _____ Date: _____			

ESTIMATED DELIVERY:  
7 MONTHS AFTER CONFIRMED ORDER

PROPOSED BY:   
ANDREW FOSTER, VICE PRESIDENT

RESOLUTION NO. 07-24

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR  
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM  
(MABAS MASTER AGREEMENT 2022)**

**WHEREAS**, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

**WHEREAS**, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

**WHEREAS**, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining

MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

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

**WHEREAS**, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the Mayor and the Board of Trustees of the Village of Morton, Tazewell County, Illinois have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the

benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Morton, Tazewell County, Illinois as follows:

**SECTION ONE: INCORPORATION OF RECITALS** That the recitals set forth above are incorporated here by reference.

**SECTION TWO: APPROVAL OF AGREEMENT** That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

**SECTION THREE: REPEALER** All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

**SECTION FOUR: SEVERABILITY** This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

**SECTION FIVE: EFFECTIVE DATE** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**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 \_\_\_\_\_, 2023; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**ATTEST:**

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





# MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois  
233 W. Hintz Road  
Wheeling, IL 60090  
PHONE: 847-403-0500  
FAX: 847-215-1876

## PRESIDENT

Don Davids, Chief (RET)  
MABAS-Illinois  
233 W. Hintz Road  
Wheeling, IL 60090  
630-327-2661  
[davids@mabas-il.org](mailto:davids@mabas-il.org)

## 1<sup>st</sup> VICE PRESIDENT

Kevin A. Welsh Sr., Chief  
MABAS-Illinois  
233 W. Hintz Road  
Wheeling, IL 60090  
708-516-1195  
[welsh@mabas-il.org](mailto:welsh@mabas-il.org)

## 2<sup>nd</sup> VICE PRESIDENT

Dave Haywood, Chief (RET)  
MABAS-Illinois  
233 W. Hintz Road  
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708-878-5232  
[haywood@mabas-il.org](mailto:haywood@mabas-il.org)

## SECRETARY

Joseph C. Holomy, Chief (RET)  
MABAS-Illinois  
233 W. Hintz Road  
Wheeling, IL 60090  
815-405-2051  
[holomy@mabas-il.org](mailto:holomy@mabas-il.org)

## TREASURER/COMPTROLLER

Sean Maloy, Chief  
Bedford Park Fire Department  
6820 South Archer Road  
Bedford Park, IL 60501  
708-563-4510 ext 103  
[smaloy@mabas-il.org](mailto:smaloy@mabas-il.org)

## CHIEF EXECUTIVE OFFICER

Glenn Ericksen, Chief (RET)  
MABAS-Illinois  
233 W. Hintz Road  
Wheeling, IL 60090  
847-403-0506  
[ericksen@mabas-il.org](mailto:ericksen@mabas-il.org)

## ALL DIVISIONS NOTICE

At the October 19, 2022 MABAS Executive Board meeting in Peoria the new Mutual Aid Box Alarm System Master Agreement was approved by a unanimous vote. What this now means is that all MABAS member agencies must have the new Agreement approved and signed by the members authorizing board no later than 12:01 a.m. Central Standard Time on January 1, 2024.

In order to accomplish this task, each MABAS Divisional Executive Board will be provided copies of the new MABAS Master Agreement along with Resolution or Ordinance authorization forms. It will be the responsibility of each MABAS Division's Executive Board to forward these documents to each of their member agencies for approval.

Copies of the documents will be available to download on the MABAS website [www.MABAS-il.org](http://www.MABAS-il.org).

Required to be submitted,

- Signed copy of the MABAS Master Agreement
- Signed copy of the Authorizing Resolution or
- Signed copy of the Authorizing Ordinance
- The preferred method of delivery would be email to [agreements@mabas-il.org](mailto:agreements@mabas-il.org)

Documents can also be mailed using the address of;  
MABAS  
233 West Hintz Road  
Wheeling, IL 60090  
ATTN: Bernie Lyons

Remember, it is critical that MABAS Headquarters receive each set of signed documents from MABAS members **no later 12:01 CST on January 1, 2024**. Please contact your local MABAS Operations Branch Chief should you have any questions.

The MABAS Leadership Board appreciates everyone's efforts in accomplishing this important and necessary task.

Thank you.

Don Davids, MABAS President

Glenn Ericksen, MABAS CEO



# **MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT**

**As Approved by the MABAS Executive Board:  
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

**WHEREAS**, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

**WHEREAS**, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

**WHEREAS**, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

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

**WHEREAS**, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

**WHEREAS**, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

**WHEREAS**, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

**WHEREAS**, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

**WHEREAS**, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

**WHEREAS**, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

**WHEREAS**, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

**WHEREAS**, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

**WHEREAS**, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

**WHEREAS**, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

**WHEREAS**, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

**WHEREAS**, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

**WHEREAS**, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

**WHEREAS**, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

**WHEREAS**, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

**WHEREAS**, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

#### **SECTION ONE - PURPOSE**

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

## **SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS**

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
  - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
  - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
  - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
  - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
  - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
  - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.



- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit’s Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State’s Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

### **SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID**

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

#### **SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT**

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

## **SECTION FIVE – COMPENSATION FOR AID**

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. **Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties** shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. **Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority.** Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state.** Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

### **SECTION SIX - INSURANCE**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

## **SECTION SEVEN - LIABILITY**

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

## **SECTION EIGHT - CHAPTERS**

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

### **SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS**

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

### **SECTION TEN - DIVISIONS**

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

### **SECTION ELEVEN - TERM**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

### **SECTION TWELVE - MISCELLANEOUS**

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.



- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

### **SECTION THIRTEEN - AMENDMENT**

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

**SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS**

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

**SECTION FIFTEEN - APPROVAL**

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the \_\_\_\_\_, (Unit) this \_\_\_ day of \_\_\_\_\_, 202\_\_\_. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO. 08-24

**RESOLUTION AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF MORTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL # 4952 (PARAMEDICS) REGARDING PARAMEDIC RESIDENCY**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 *et seq.*, the Village of Morton is authorized to enter into collective bargaining agreements;

WHEREAS, the Board of Trustees deems it to be in the best interests of the Village to enter into a side letter agreement with the International Association of Firefighters Local # 4952 for the Paramedics bargaining unit.

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

**Section One:** The President and the Village Clerk of the Village of Morton are hereby authorized to execute the side letter agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

**Section Two:** This Resolution shall be in full force and effect upon its passage and approval as required by law

**Section Three:** This Resolution supersedes any resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

**Section Four:** If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

**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 \_\_\_\_\_, 2023; and upon roll call the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINING: \_\_\_\_\_

**APPROVED** and **ADOPTED** by the Village President and Board of Trustees of the Village of Morton  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President

**ATTEST:**

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

**SIDE LETTER AGREEMENT**

This Side Letter Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the VILLAGE OF MORTON (the “Employer”) and the MORTON PARAMEDICS, LOCAL NO. 4952, OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (the “Union”).

**WHEREAS**, Employer and Union desire to enter into a Side Letter Agreement to reflect certain agreed upon modifications and supplemental agreements not reflected in the collective bargaining agreement; and

**WHEREAS**, the parties wish to commemorate these understandings and agreements without making extensive changes to the body of their collective bargaining agreement.

**NOW, THEREFORE, BE IT AGREED BY THE EMPLOYER AND UNION AS FOLLOWS:**

1. This Side Letter Agreement shall be appended as a part of the parties’ collective bargaining agreement and subject to the grievance procedure set forth therein.
2. Section 23.1 of the Collective Bargaining Agreement is modified to read as follows:

**Section 23.1 Residency**

All fulltime paramedic will maintain a permanent residence within a 50 mile radius of the Department Headquarters located at 300 W. Courtland in Morton. New hires will obtain a permanent residence within the 50 mile radius within one year of the date of hire.

3. The provisions of this Side Letter Agreement shall remain in effect throughout the duration of the previously negotiated collective bargaining agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

VILLAGE OF MORTON

By \_\_\_\_\_  
Jeffrey L. Kaufman, Village President

\_\_\_\_\_  
James Holocker, President

ATTEST:

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

\_\_\_\_\_  
Secretary/Treasurer

RESOLUTION NO. Ø9-24

**RESOLUTION AUTHORIZING LOCAL MATCH TO FEDERAL PROPOSAL**

**WHEREAS**, the Village of Morton is seeking funding through the Transportation Alternatives Program, which is a federally funded program of surface transportation improvements designed to support non-motorized transportation; and

**WHEREAS**, the Village of Morton desires to construct a 10' multi-use trail along the West side of Detroit Avenue; and

**WHEREAS**, USDOT requires a Resolution from the Village of Morton, Illinois to APPROVE of making the request for federal Transportation Alternatives Set Aside Program funding; and

**WHEREAS**, if funding is obtained through the Transportation Alternatives Set-Aside Program, the Village of Morton will be required to provide local funding matching funds.

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

**Section One:** The recitations found in the preamble to this resolution are hereby found to be true and correct, and are incorporated hereby by reference.

**Section Two:** The Board of Trustees does hereby authorize and approve of making a request for federal Transportation Alternative Set-Aside Program funding for the proposed multi-use trail project along Detroit Ave.,

**Section Three:** The proposed Local Funding Match shall be accepted and approved if the Transportation Alternatives Set-Aside Program funding is awarded for the Detroit Ave. multi-use trail project

**Section Four:** This Resolution shall be in full force and effect upon its passage and approval as required by law.

**Section Five:** This Resolution supersedes any resolutions or motions, or parts thereof, which are hereby repealed to the extent of any conflict.

**Section Seven:** If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

**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 \_\_\_\_\_, 2023; and upon roll call the vote was as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINING: \_\_\_\_\_

**APPROVED** and **ADOPTED** by the Village President and Board of Trustees of the Village of Morton, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
President

**ATTEST:**

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



VILLAGE OF MORTON  
ORDINANCE 24-11

AN ORDINANCE MAKING AMENDMENTS TO SECTION 10-10-2 OF THE  
MORTON MUNICIPAL CODE REGARDING ZONING CERTIFICATES OF  
OCCUPANCY

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 "10-10-2: Procedures For Zoning Administration" of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

10-10-2: Procedures For Zoning Administration

~~A.~~ A. Zoning Permit ~~Procedure~~Required:

1. A zoning permit is intended to certify that a use conducted within specified premises is in conformity with applicable provisions of this Title. The Village of Morton ZEO shall have discretion to determine whether a building has been divided into multiple units, and in making such a determination he may consider factors including whether a portion of a building has been assigned a separate suite number, unit number, or mailing address.
2. For purposes of zoning permits, "premises" shall mean an entire building, if not divided into separate units or suites. If a building has been divided into separate units or suites, each separate unit or suite shall be "premises" for the purposes of zoning permits.
3. To ensure that each new or expanded use of a structure or site, and each new structure or alteration of an existing structure complies with applicable provisions of this Title, and in order that the Village may have a record of each use of a structure or site, a zoning permit shall be required for all premises except single family or two-family dwellings within the R-1 and R-2 zoning district.
4. A zoning permit, once issued, shall remain valid until the first to occur of the following events, upon the occurrence of which the zoning permit shall automatically expire without further notice to the owner or occupant of the premises:
  - a. A change in use of an existing building
  - b. A change in use of vacant land
  - c. A change in zoning to a different zoning district
  - d. A change in the party in possession of premises
  - e. The expansion of any premises

5. No final certificate of occupancy shall be issued under Title 4 of this Code without a premises having first been awarded a zoning permit.
  6. Such zoning permit, once issued, shall be maintained in a prominent location at the premises for which it is issued.
  7. The Village of Morton shall not begin providing gas, water or sewer service for any premises until a valid zoning permit has been issued to the premises.
- Applications for zoning permits shall be filed in written form with the ZEO on forms prescribed by the ZEO indicating: For all uses, except one (1) and two (2) family residential structures on platted regular shaped lots, the applications for a zoning permit shall be accompanied by a drawing to scale showing the actual dimensions as certified by a land surveyor or civil engineer as a true copy of the lot on which the improvement or use is to be placed, accompanied by a drawing to scale of the location on such lot of the proposed building, structure or use, and accessory buildings; and location and height of any fences or landscape screening proposed to be installed. For one (1) and two (2) family structures on platted regular shaped lots, the application for a zoning permit shall be accompanied by a dimensioned sketch drawing showing the proposed building, structure or use, nearest distances to lot lines, height of buildings or portions of buildings, and location and height of fences or landscape screening proposed to be installed. (amd. Ord. 04-53, 3-7-05) The ZEO shall approve or deny the issuance of a zoning permit within seven (7) days of the date of filing for such permit. If not approved within time limit, the zoning permit shall be deemed to be denied. Legal description of the property; Name and address of applicant, owner, and contractor; Uses to be established or expanded; Other information deemed appropriate by the ZEO to clearly denote the nature and character of the intended improvement and use.

#### B. Zoning

- Certificate Of Occupancy Permit Procedure & Enforcement:
1. No building or building addition constructed after the effective date of this Title, and no land vacant on the effective date of this Title, shall be used for any purpose until a zoning certificate of occupancy has been issued by the ZEO. No change in use shall be made until such zoning certificate of occupancy shall state that the use or occupancy complies with the provisions of this Title. Every application for a zoning permit shall be deemed to be an application for an occupancy permit. No zoning certificate of occupancy for the use of a premises for which a zoning permit has been issued shall be issued until construction has been completed, a final inspection made, and the premises certified to be in compliance with the plans and specifications for which the zoning permit was issued. No zoning certificate of occupancy shall be issued to any applicant so long as that applicant is indebted to the Village for any prior fees of any type. The zoning certificate of occupancy shall be issued or denied within seven (7) days after the ZEO is notified that the building or premises is ready for occupancy. Applications for zoning permits shall be submitted to the ZEO in such form prescribed by the ZEO. An application may be submitted by the owner of the premises for which the permit is sought, or by the person or entity in possession of the premises.

2. The ZEO shall approve or deny the issuance of a zoning permit within seven (7) days of the date of filing for such permit. If not approved within the time limit, the zoning permit shall be deemed to be denied. The zoning permit may be denied by the ZEO if the premises or the use are not in compliance with any applicable provision of this Title if the applicant has failed to fully complete the application for a zoning permit or has provided materially false information in the application, or if the owner of the premises has any outstanding indebtedness to the Village of Morton related to any prior violation of this Section.
3. In the event any person uses premises in a manner not authorized by a valid and unexpired zoning permit, he or she shall be in violation of this Section.

C. Variation Procedure:

1. The Zoning Board of Appeals, after a public hearing, may determine and vary the regulations of this Title in harmony with their general purpose and intent only in the specific instances hereinafter set forth, where the Zoning Board of Appeals makes finding of fact in accordance with the standards hereinafter prescribed and further, finds that there are practical difficulties or particular hardships in the way of carrying out the strict letter of the regulations of this Title.
2. An application for a variation shall be filed in writing with the ZEO. The application shall contain such information as the Zoning Board of Appeals may, by rule, require. Notice of such public hearing shall be published at least once not more than thirty (30) days nor less than fifteen (15) days before the hearing in a newspaper of general circulation. The published notice may be supplemented by such additional form of notice as the Zoning Board of Appeals, by rule, may require.
3. The Zoning Board of Appeals shall not vary the regulations of this Title, as authorized by this Section, unless it shall first make findings of fact based upon the evidence presented to it in each specific case that:
  - a. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;
  - b. The conditions upon which a petition for a variation is based are unique to the property for which the variance is sought and are not applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the variation is not based exclusively upon a desire for financial gain;
  - d. The alleged difficulty or hardship is caused by this Title and has not been created by any persons presently having an interest in the property;
  - e. The granting of the variation will not be detrimental to the public

welfare or injurious to other property or improvements in the neighborhood in which the property is located; and

- f. The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion of the public street, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The Zoning Board of Appeals may impose such conditions and restrictions upon the premises benefited by a variation as may be necessary to comply with the standards, to reduce or minimize the effect of such variation upon other properties in the neighborhood, and to better carry out the general intent of this Title.

- 4. The following situations, and only those situations, are permissible areas in which variations from the regulations of this Title are allowed to be granted by the Zoning Board of Appeals when in accordance with the standards established in this Section:

- a. To permit reconstruction of a building accommodating a nonconforming use, when the building was specifically designed for such use and destroyed to an extent exceeding twenty five percent (25%) of its fair market value.
- b. To permit any yard or open space requirement less than the yard or open space requirement, except a variation shall not be granted outside of the Mixed Use Overlay District to permit any yard or open space requirement of less than 12 feet on any side of a parcel abutting a public road, street, or alleyway or of less than 6 feet on any side of a parcel abutting any property other than a public road, street, or alleyway, unless such property at the time of the application for a variation contains a yard or open space less than the applicable requirement, and in that instance no variation shall be granted to permit a yard or open space requirement less than the actual yard or open space existing on the property at the time of the application for variation. (amd. Ord. 19-02, 5-7-18)
- c. To permit a reduction of the parking or loading requirements for a specific use whenever the character or use of the building or property is such as to make unnecessary the full provision of such facilities.
- d. To permit an increase by not more than twenty five percent (25%) to the distance required parking spaces are to be from the use served.
- e. To permit a variation of these regulations to secure an appropriate development of a lot where adjacent to such lot on two (2) or more sides there are structures not conforming to the regulations of the district.
- f. To permit the extension of a zoning district line in a specific instance where the rules of this Title for interpreting the zoning district line are unclear in relation to a single property.

- g. To vary the sign regulations, except height, of free-standing signs, where because of unique conditions of the property on which the sign is to be placed, the regulations contained herein would be inappropriate<sup>1</sup>. Variances for the height of a sign may only be granted in the Interstate Corridor District. Variances for the height of a sign may not be granted in any other zoning district. (Ord. 78-31, 3-5-79; amd. Ord. 01-41, 3-18-02; amd. Ord. 04-42, 12-6-04; amd. Ord. 11-30, 1-3-12; amd. Ord. 13-22, 11-4-13; amd. Ord. 15-04, 7-6-15; amd. Ord 17-27, 12-4-17)
- h. To permit more than one (1) driveway per residential lot.
- i. To permit a nonconforming building to be structurally altered or reconstructed within its bounding walls to an extent exceeding in aggregate cost twenty five percent (25%) of its fair market value including land value. (Ord. 81-28, 11-16-81)
- j. Nothing herein contained shall be construed to give or grant to the Board the power or authority to alter or change the zoning classifications of the District Map or to permit a use not otherwise permitted; such power and authority being reserved to the Board of Trustees. (Ord. 78-31, 3-5-79; Ord. 81-28, 11-16-81)
- k. To permit a variance in number, size, or location of accessory use, accessory area, accessory buildings, or structures, except solar water systems. (Ord. 81-35, 1-18-82, amd. Ord. 10-20 10-4-10)
- l. To permit a variation of the regulations pertaining to satellite antenna dishes. (Ord. 84-22, 3-4-85)
- m. To permit only the following types of variances for property located in an interstate corridor:
  - (1) Sign regulations;
  - (2) Side, rear, and front yard setbacks for lots of record (less than one acre) existing at the time of adoption of Ordinance 94-31; and
  - (3) Side, rear, and front yard setbacks for structures as described in Title 10, Chapter 4, Subsection 7(H)2. (Ord. 94-32, 5-15-95)
  - (4) Required lot size and/or minimum frontage width as set forth in Title 10, Chapter, 4, Subsection 7(H)(B).
- 5. The concurring vote of four (4) members of the Board of Appeals shall be necessary to grant a variation. (Ord. 78-31, 3-5-79)
- 6. If a variance is granted, work or construction shall commence within ninety (90) days of the granting of the variance for residential property; and shall be completed according to the guidelines outlined in Title 4, Chapter 1, Subsection 6 (Completion of Work). For all commercial and industrial properties, work or construction shall commence within one hundred eighty (180) days of the granting of the variance; and shall be completed according to the guidelines outlined in Title 4, Chapter 1, Subsection 6. Completion means

the completion of the exterior of the building(s) and/or all other improvements as specified in the building permit issued for the work or construction. Failure to comply with either time requirement shall mean automatic revocation of the variance upon the expiration of the time limit. The variance may only be reinstated upon reapplication, public hearing, and approval of the Zoning Board of Appeals. In the alternative, the Zoning Board of Appeals may reject the reapplication.

This paragraph shall be effective August 1, 1987; and all variances that have been granted prior to said date shall be subject to the provisions of same. For purposes of applying the time limit provisions, the date of August 1, 1987, shall be the commencement point for all variances granted prior to said date. (Ord. 87-8, 7-20-87; amd. Ord. 11-22, 10-3-11)

#### D. Appeals Procedure:

1. An appeal may be taken to the Zoning Board of Appeals by any person or by any officer, department, board, or bureau aggrieved by a decision of the ZEO or his authorized agent. Such an appeal shall be taken within forty five (45) days of the action complained of, by filing with the ZEO a notice of appeal specifying the grounds thereof. The ZEO shall forthwith transmit to the Zoning Board of Appeals all of the papers constituting a record upon which the action appealed from was taken.
2. An appeal shall stay all proceedings in furtherance of the action appealed unless the ZEO certifies to the Zoning Board of Appeals, after notice of the appeal has been filed, that by reason of facts stated in the appeal a stay would, in his opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed unless by a restraining order which may be granted by the Zoning Board of Appeals or by a court of record on application of the ZEO and on due cause shown. (Ord. 04-53, 3-7-05)
3. The Zoning Board of Appeals shall select a reasonable time and place for the hearing of the appeal and give notice thereof to the parties, and shall render a written decision on the appeal without unreasonable delay. The Zoning Board of Appeals may affirm or may, upon concurring vote of four (4) members, reverse, wholly or in part, or modify the order, requirement, decision, or determination that, in its opinion, ought to be done; and to that end, shall have all the powers of the officer from whom the appeal is taken. The ZEO shall maintain records of all actions of the Zoning Board of Appeals relative to appeals.

#### E. Zoning Amendment Procedure:

1. Amendments may be proposed by the Village Board of Trustees, the Plan Commission, the Zoning Board of Appeals, or any person, firm, corporation, or organization, provided that any person, firm, corporation, or organization shall have a freehold interest, a possessory interest entitled to exclusive possession, a contractual interest which may become a freehold interest, or any exclusive possessory interest (with the concurrence of the person holding the freehold interest) which is specifically enforceable in the land which is

described in the application for amendment. Any proposal shall set forth names of owners of all benefiting interests in any land trusts wherein a land trust is proposing such amendment, and there shall be provided changes in beneficial ownership from time to time through amendment process.

2. An application for an amendment shall be obtained from and filed with the ZEO. Such applications for zoning amendments shall be in a form so that the application, when complete, including required accompanying material, shall provide such information as required by the Commission for its review. Applications for amendments initiated by the Plan Commission, Board of Appeals, or Village Board of Trustees shall include a copy of the minutes of that body approving the filing of an application for zoning amendment.

Applications for zoning amendments initiated by any person, firm, corporation, or organization described above as eligible to petition for a zoning amendment, shall not be considered nor scheduled for public hearing until the zoning amendment fee has been deposited with the Village Treasurer to partially cover the cost of this procedure, and under no condition shall such sum or any part thereof be refunded for failure of said amendment to be enacted into law.<sup>2</sup>

3. Once the Zoning Ordinance amendment has been filed with the ZEO, the ZEO shall arrange proper legal notice, as required by law, and schedule the public hearing for the next regular Plan Commission meeting which fulfills the minimum public notice requirements.
4. The Plan Commission shall hold a public hearing on each application for zoning amendment at the time and place scheduled in the public notice. The hearing shall be conducted and a record of proceedings preserved in the manner as from time to time prescribed by the Commission. Where additional information is required for the Plan Commission's review, the Plan Commission, by official action, may continue the hearing to the time and place of the next Plan Commission meeting.
5. Within forty five (45) days after the close of the hearing on a proposed amendment, the Plan Commission shall make its recommendations to the Village Board. On applications for zoning amendments which would change the zoning classification of a particular property, the recommendation shall include findings of fact bearing on the decision. Such findings of fact shall relate to matters such as:
  - a. Existing uses of other property within the general area of the subject property;
  - b. Evidenced recent trends in land use development of the general area;
  - c. Any conditions which renders the property less desirable or inappropriate for the uses to which it is presently zoned; and
  - d. The zoning amendment, if granted, serves the public interest and does not solely benefit the property of the applicant alone.

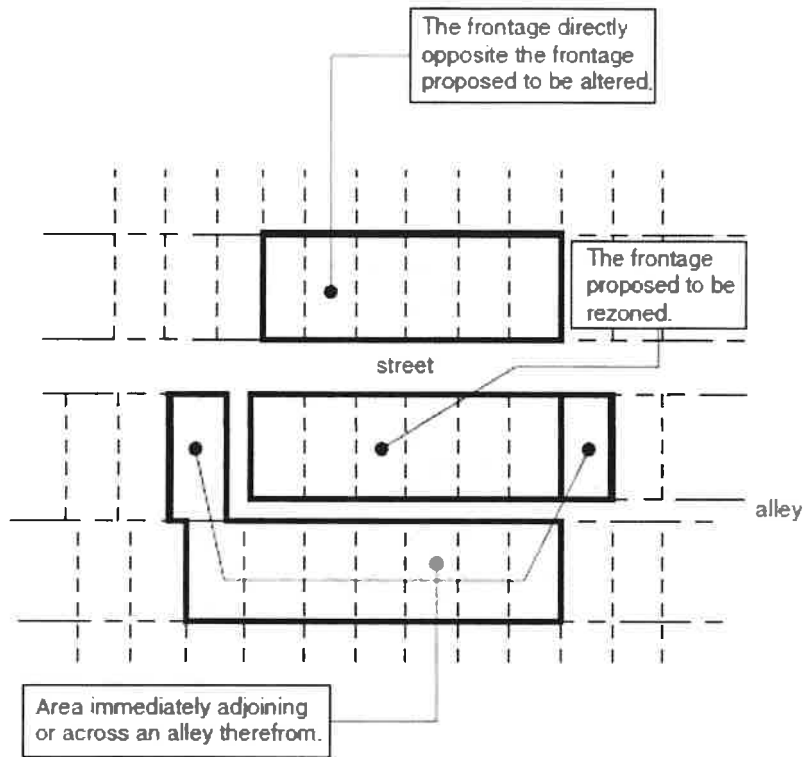
In its findings of fact and recommendation to the Village Board, the Plan

Commission may recommend approval or disapproval, or recommend the change of zoning classification of the subject property to any other more restrictive zoning classification than specified in the public notice.

6. The Village Board shall not act upon a proposed amendment to this Title until it shall have received a written report and recommendation from the Plan Commission except, however, that no action by the Plan Commission within forty five (45) days of the public hearing of the matter shall be deemed to be a favorable recommendation.
7. In case of a written protest against any proposed zoning amendment signed and acknowledged by the owners of twenty percent (20%) of the frontage proposed to be altered, or by the owners of twenty percent (20%) of the frontage immediately adjoining or across an alley therefrom, or by the owners of twenty percent (20%) of the frontage directly opposite the frontage proposed to be altered, as to regulations or district, filed with the ZEO, such amendment shall not be passed except by the favorable vote of two-thirds (2/3) of the Trustees then holding office. (Ord. 04-53, 3-7-05)
8. The Village Board shall cause to be published, no later than March 31 of each year, a map<sup>3</sup> clearly showing the existing zoning uses, divisions, restrictions, regulations, and classifications for the preceding calendar year. If, in any calendar year, there are no changes in the zoning uses, divisions, restrictions, regulations, and classifications, no map need be published for such calendar year.

The Village Board may establish a fee to be charged each person desiring a copy of such map. Such fee shall be paid to the ZEO who shall account for such moneys. Such fees shall be applied to defray the cost of publishing the zoning map.





## Zoning

### Amendment Protest Areas

(20% written protest of property owners in any one of the three indicated areas requires a 2/3 vote of the Village Board for passage.)

#### F. Special Use Procedure:

1. Applications for special use may be filed by any person having a freehold interest in land or a possessory interest entitled to exclusive possession (with the concurrence of the person holding the freehold interest), or a contractual interest which may become a freehold interest, or an exclusive possessory interest which is specifically enforceable.
2. An application for a special use permit shall be obtained from and filed with the ZEO. Such application for a special use permit shall be in a form so that the application, when complete, including required accompanying material, shall provide such information as required by the Plan Commission for its review. The accompanying material shall include a written statement signed by the applicant as to how the standards for the granting of the special use permit are met. These standards shall include:
  - a. That the proposed use will not adversely affect other property developed or able to be developed to the uses already permitted;
  - b. That adequate utilities, access roads, drainage, and other necessary supporting facilities have been or are being provided;
  - c. That adequate measures have been provided to accommodate ingress and egress so as to avoid congestion, not unduly impede surrounding traffic flows, or create hazardous or unsafe conditions;
  - d. That the standards for site development, including landscaping, will

- be such as to enhance the proposed use and its setting, screen or so locate parking, loading, storage, and less attractive accessory uses away from public view, and to otherwise complement the visual appearance of the area in which the proposed project is to be located. The applicant may offer or the Plan Commission may require a site development and landscape and screening plan as part of the applicant's written statement; and
- e. That the proposed special use, if permitted, will conform to all other requirements of the district in which it is to be located or if not conforming, a listing of necessary variations which will be required subsequent to the granting of the special use permit by the Village Board.
3. Once the special use application has been filed with the ZEO, the ZEO shall arrange proper legal notice as required by law and schedule the public hearing for the next regular Plan Commission meeting which fulfills the minimum public notice requirements.
  4. The Plan Commission shall hold a public hearing on the proposed special use at the time and place scheduled in the public notice. The hearing shall be conducted and a record of the proceedings preserved in the manner as from time to time prescribed by the Commission.
  5. The Plan Commission, in its recommendation to the Village Board for the granting of a special use permit, may attach any conditions to its recommendation it feels appropriate to better meet the above standards specified for its review and recommendation relative to the granting of a special use permit.
  6. Within forty five (45) days of the close of the hearing on the proposed special use, the Plan Commission shall make its recommendation to the Village Board attaching the applicant's signed statement and any other conditions suggested by the Plan Commission. The Village Board may grant or deny the special use permit and may modify or attach any additional conditions to which the proposed special use would be subject.
  7. The granting of a special use by the Village Board shall constitute authorization for the ZEO to issue zoning permit(s) for the proposed use subject to any conditions imposed in the granting.
  8. Special uses approved by the Village Board shall be designated on the Zoning Map by a symbol. Failure of the applicant or other subsequent person, individual, firm, or corporation continuing the special use, from continually maintaining the use in a manner complying with the conditions under which the use was granted, shall constitute a zoning violation subject to the penalties of this Title.<sup>4</sup>

In the event of termination of a special use, permitted uses under the applicable zoning classification shall be the only uses allowed and for which subsequent building permits or use permits may be issued. (Ord. 78-31, 3-5-

79)

9. If a special use is not initiated within three hundred sixty five (365) days from the time it is granted, it shall be deemed to be terminated, and in such case, permitted uses under the applicable zoning classification shall be the only uses allowed and for which subsequent building permits or use permits may be issued.
  - a. This Subsection shall be effective on April 19, 1993. All special uses granted subsequent to the aforesaid date shall be subject to the aforesaid three hundred sixty five (365) day limit. All special uses granted prior to April 19, 1993, shall be initiated by July 1, 1994, and they are not eligible for any extension. If they are not initiated by July 1, 1994, they shall be deemed terminated.
  - b. If, due to extenuating circumstances, and for good cause shown, a person, firm, or corporation who was previously granted a special use (except those granted prior to April 19, 1993) has failed to commence same within the applicable time limit, then the owner of the special use may petition the Village Board for an extension of up to an additional three hundred sixty five (365) days. Said petition must be filed within the original time limit, and the Village Board may in its sole discretion elect to extend the expiration date. (Ord. 92-36, 4-19-93)

<sup>1</sup> See Chapter 9 of this Title.

<sup>2</sup> Section 10-11-7 of this Title.

<sup>3</sup> Morton Zoning Map adopted in 10-3-2 of this Title.

<sup>4</sup> Section 10-10-5 of this Chapter.

**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 \_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Blunier	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
Trustee Newman	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Jeffrey L. Kaufman, Village President,  
Village of Morton

\_\_\_\_\_  
Zo M. Evans, Village Clerk, Village  
of Morton

# PETITION FOR ZONING AMENDMENT / SPECIAL USE PERMIT

Petition Number: 23-04 ZA

Date: JUNE 28, 2023

1. Legal Description: PART OF SEC 17 T25N R3W JEFF GREEN MEMORIAL SUB LOT 2 NE 1/4 2.45 AC

Street Address: 121 WEST ASHLAND STREET / PART OF PIN 06-06-17-203-002

2. Area of subject property: \_\_\_\_\_ sq. ft. or 1.04 \_\_\_\_\_ Ac.

3. Present land use: VACANT / INDUSTRIAL

Proposed land use or special use: B-3 HIGHWAY AND SERVICER COMMERCIAL DISTRICT

Requested zoning change: from I-2 District to B-3 District

4. Surrounding zoning districts:

North R-S East B-3 South I-2 West R-S

5. Subject property is owned by:

Name: PEORIA ICE CREAM CORPORATION / MICHAEL KEPPLER

Address: 2426 CORNERSTONE COURT, PEORIA, IL 61614

MKEPPLE@KEPPLECO.COM

(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:

ZONING MAP OF SUBJECT PROPERTY AND SURROUNDING PARCELS.

9. Petitioners' Signature:

Name: VILLAGE OF MORTON / BRAD MARKS (REPRESENTATIVE)

Address: 120 N. MAIN ST. MORTON, IL 61550

Phone No.: 309 266-5361

Email Address: BMARKS@MORTON-IL.GOV

Signature: *Brad Marks*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

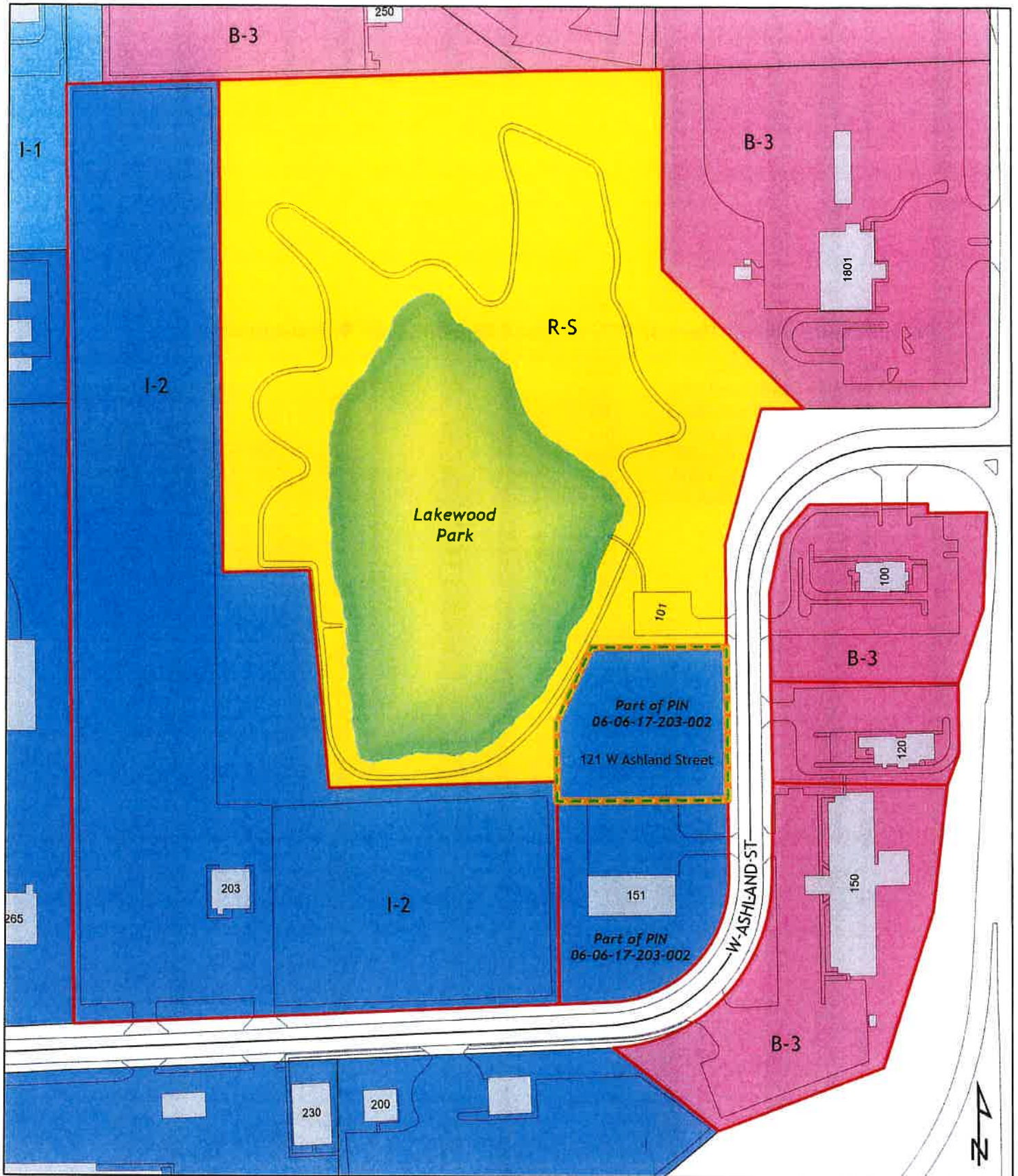
Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_




### Zoning Districts

Morton, Illinois


121 W Ashland Street

Part of PIN 06-06-17-203-002


 Building

 Parcel

 Parcel of Interest

 Parcels w/in 250' of POI

 B-3 Highway and Service Commercial District

 I-2 General Industrial District

 I-1 Restricted Industrial District

 R-S Residential Suburban District/Planned Residential Development District

**Parcels w/in 250' of Part of PIN 06-06-17-203-002 (121 W Ashland St)**

PIN	Address	Zoning
06-06-17-200-016	100 W ASHLAND ST	B-3
06-06-17-203-003	101 W ASHLAND ST	R-S
06-06-17-200-014	120 W ASHLAND ST	B-3
06-06-17-200-023	150 W ASHLAND ST	B-3
06-06-17-203-002	151 W ASHLAND ST	I-2
06-06-17-203-001	203 W ASHLAND ST	I-2



VILLAGE OF MORTON  
ORDINANCE 24-14

AN ORDINANCE MAKING AMENDMENTS TO TITLE 10-10-4 OF THE  
MORTON MUNICIPAL CODE REGARDING RESUBMITTAL OF DENIED  
REQUESTS FOR ZONING RELIEF

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 “10-10-4: Repeal Of Prior Zoning Regulations” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

10-10-4: ~~Repeal Of Prior Zoning Regulations~~ Resubmittal of Denied Request

Whenever any petition for amendment, variance, or special use or combination thereof is denied, an application involving the same property shall not be brought back before the Zoning Board of Appeals or Plan Commission again until eighteen (18) months have passed from the date of the first public hearing, unless the Petitioner shall request a substantially different amendment, variance, or special use.

~~(Rep. by Ord. 78-31, 3-5-79)~~

**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 \_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Blunier	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
Trustee Newman	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
 Jeffrey L. Kaufman, Village President,  
 Village of Morton

\_\_\_\_\_  
 Zo M. Evans, Village Clerk, Village  
 of Morton

**AGENDA**  
**PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS**  
**7:00 P.M.**  
**MONDAY, JULY 24, 2023**  
**FREEDOM HALL, 349 W. BIRCHWOOD ST., MORTON, ILLINOIS**

**I. Call to Order / Roll Call**

**II. Approval of Minutes** **Regular Meeting – June 26, 2023**

**III. Elect Vice Chairman**

**IV. Public Hearing(s):**

**Petition No. 23-04 ZA:** Subject property is located at 121 West Ashland Street. (Part of Parcel Identification Number 06-06-17-203-002). A petition has been filed requesting a zoning change from I-2 to B-3.

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 10-10-4 OF THE MORTON MUNICIPAL CODE REGARDING RESUBMITTAL OF DENIED REQUESTS FOR ZONING RELIEF**

**V. Other Business:**  
**None**

**VI. Brad Marks:**

**VII. Adjourn**

**MORTON PLAN COMMISSION  
MINUTES-JULY 24, 2023**

The Plan Commission met on Monday, July 24, 2023, at 7:00 P.M., Chairman Keach presiding. Present: Geil, Knepp, Ritterbusch, Keach, Zobrist, Aupperle, Yordy. Absent: Barton. Also, in attendance: Zoning Officer Brad Marks, Trustee Craig Hilliard and Attorney Pat McGrath.

Aupperle made a motion to approve the minutes from the June 26, 2023, meeting. Zobrist seconded the motion to approve. This was followed by a vote to approve.

**Yes-Zobrist, Keach, Knepp, Aupperle, Ritterbusch, Geil, Yordy.**  
**No-None**

Chairman Keach stated the need to elect a Vice Chairman to fill the open position left after Chad Dewese resigned from the Plan Commission. A motion to elect Bill Aupperle as the Vice Chairman was made by Keach. A second motion to elect Bill Aupperle was made by Yordy. This was followed by a vote to approve Bill Aupperle as Vice Chairman.

**Yes-Zobrist, Keach, Knepp, Aupperle, Ritterbusch, Geil, Yordy.**  
**No-None**

**Public Hearing(s):**

**Petition No. 23-04 ZA:** Subject property is located at 121 West Ashland Street. (Part of Parcel Identification Number 06-06-17-203-002). A petition has been filed requesting a zoning change from I-2 to B-3. Zoning Officer Marks, as a representative of the Village of Morton, presented the petition. ZEO Marks stated that this parcel was subdivided last month, and the rezoning of the new parcel fits in with the surrounding parcels. After discussion from the Commission (see transcripts), a motion to approve was made by Zobrist. A second motion to approve was made by Ritterbusch. This was followed by a vote to approve.

**Yes-Zobrist, Keach, Knepp, Aupperle, Ritterbusch, Geil, Yordy.**  
**No-None**

**Approved with a favorable recommendation.**

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 10-10-4 OF THE MORTON MUNICIPAL CODE REGARDING RESUBMITTAL OF DENIED REQUESTS FOR ZONING RELIEF.** Zoning Officer Marks presented the Ordinance to the Commission. ZEO Marks stated that through discussions internally that the Municipal Code did not address any timelines in which someone could reapply for zoning relief. Staff felt there is a need to create a timeline for applying for zoning relief. After discussion from the Commission (see transcripts), a motion to approve the ordinance with the timeline being changed to twelve (12) months as opposed to the presented eighteen (18) months was made by Ritterbusch. A second motion to approve as stated was made by Aupperle. This was followed by a vote to approve as stated.

**Yes-Zobrist, Keach, Aupperle, Ritterbusch, Geil, Yordy.**

No-Knepp

**Approved with a favorable recommendation.**

**Other Business:**

Nothing

**Brad Marks:**

Nothing

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

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1 PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS

2 DATE: July 24, 2023

3 TIME: 7:00 p.m.

4 PLACE: Freedom Hall  
349 West Birchwood  
5 Morton, Illinois 61550

6 COMMISSION MEMBERS PRESENT:

7 Mr. Gerald Ritterbusch  
Mr. Jeff Keach  
8 Ms. Kara Knepp  
Mr. Nate Geil  
9 Mr. Bill Aupperle  
Mr. Phil Zobrist  
10 Mr. Michael Yordy  
Mr. Pat McGrath  
11 Mr. Brad Marks  
Mr. Craig Hilliard

12

13 MR. KEACH: Let's call this meeting to  
14 order. This is the Plan Commission of the Village of  
15 Morton for Monday, July 24th, 2023. Can you call the  
16 roll.

17 MR. MARKS: Geil.

18 MR. GEIL: Present.

19 MR. MARKS: Knepp.

20 MS. KNEPP: Here.

21 MR. MARKS: Ritterbusch.

22 MR. RITTERBUSCH: Here.

23 MR. MARKS: Keach.

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1 MR. KEACH: Here.

2 MR. MARKS: Zobrist.

3 MR. ZOBRIST: Here.

4 MR. MARKS: Aupperle.

5 MR. AUPPERLE: Here.

6 MR. MARKS: Yordy.

7 MR. YORDY: Here.

8 MR. MARKS: Barton.

9 (No response)

10 MR. MARKS: Absent. We have a quorum.

11 MR. KEACH: Very good. So looking at the  
12 previous meeting's minutes. Anybody have any issues  
13 with those? Hearing none, I'd entertain a motion to  
14 approve.

15 MR. AUPPERLE: I make a motion we approve  
16 the minutes as presented.

17 MR. ZOBRIST: Second.

18 MR. KEACH: And a second. All in favor.

19 ALL IN UNISON: Aye.

20 MR. KEACH: All opposed.

21 (No response)

22 MR. KEACH: Okay. Item 3 on the agenda,  
23 elect a vice chairman. So the person who was the vice

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1 chairman has removed themselves from the board, and so  
2 we need to elect a new vice chairman. The duties of  
3 the vice chairman are basically just to fill in for  
4 the chairman if the chairman cannot make the meeting,  
5 pretty easy gig.

6 So is there anybody who wants the job? I  
7 said before Bill Aupperle entered the room that I  
8 would not be adjourning this meeting until we have  
9 one. I want to make sure he heard that too.

10 MR. AUPPERLE: Thank you.

11 MR. KEACH: Speaking of Bill.

12 MR. AUPPERLE: You know, I will accept that  
13 role. I'm a little worried about your vacation  
14 schedule. I've seen the tan. You're that same color  
15 in December.

16 MR. KEACH: Don't worry.

17 MR. AUPPERLE: Okay. I'll be calling you a  
18 lot more, but, yeah, if you need somebody, I'll step  
19 up here.

20 MR. KEACH: Okay. So I move that we have  
21 Bill Aupperle as our vice chairman. Do we have a  
22 second?

23 MR. YORDY: Second.

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1 MR. KEACH: A second. And how do we do  
2 this? Do we do it with a roll?

3 MR. MARKS: Pat, can we do a voice roll?

4 MR. McGRATH: We can do a voice roll.

5 MR. KEACH: Okay. All in favor say aye.

6 ALL IN UNISON: Aye.

7 MR. KEACH: All opposed.

8 (No response)

9 MS. KNEPP: Thank you, Bill.

10 MR. YORDY: Congratulations, Bill.

11 MR. AUPPERLE: I'll get here earlier next  
12 time.

13 MR. KEACH: So tonight we have a public  
14 hearing, two public -- one public hearing with two  
15 items on it, and we will have Mr. McGrath read  
16 something to us about public hearings.

17 MR. McGRATH: Thank you. Public hearings  
18 are being held tonight pursuant to published notice.  
19 Any person wishing to make a comment to the planning  
20 commission regarding these matters will be afforded  
21 the opportunity to do so and will give their testimony  
22 under oath or affirmation.

23 At the conclusion of the public hearing, the

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1 Planning Commission will make its recommendation. The  
 2 Planning Commission makes recommendations only. The  
 3 Village Board is responsible for taking final action  
 4 on these matters.  
 5 MR. KEACH: Okay. Very good. So the first  
 6 one on the agenda is Petition No. 23-04 ZA: Subject  
 7 property is located at 121 West Ashland Street. A  
 8 petition has been filed requesting a zoning change  
 9 from I-2 to B-3. Is there anybody here who would  
 10 speak to that today from the petitioner?  
 11 MR. MARKS: I will speak to that for the  
 12 Village of Morton.  
 13 MR. KEACH: Very good. Go right ahead,  
 14 Mr. Marks.  
 15 MR. MARKS: So if you recall, last month I  
 16 brought to the planning commission the preliminary and  
 17 final plat that parceled this off from the southern  
 18 part. So at this point in time, the Village of Morton  
 19 is proposing to rezone this to B-3 to make the north  
 20 parcel -- you should have received this map -- the  
 21 north parcel addressed as 121 West Ashland to be B-3,  
 22 which we believe would exist nicely to all the B-3  
 23 that is to the east and kind of south, and now this

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1 parcel is just a little over one acre. It's a nice  
 2 size for a B-3 parcel.  
 3 MR. KEACH: Okay. So the only piece that's  
 4 being considered for that is the part on our map with  
 5 the dashed -- is the parcel of interest. It says  
 6 parcel of interest there.  
 7 MR. MARKS: Yes, the yellow and green dashed  
 8 line.  
 9 MR. KEACH: All right. Very good.  
 10 MR. MARKS: That's part of the  
 11 resubdivision.  
 12 MS. KNEPP: And most likely the entrance and  
 13 exit out of that would be directly across from the --  
 14 MR. MARKS: Well, typically we would always  
 15 try to always line up with something across the  
 16 street, yes.  
 17 MR. KEACH: But we're not approving any kind  
 18 of a site plan this evening.  
 19 MR. MARKS: No. It's just to rezone this  
 20 parcel.  
 21 MR. KEACH: Okay. So the other parcels  
 22 right adjacent to that that are blue, or I-2, would  
 23 still be I-2?

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1 MR. MARKS: Yes.  
 2 MR. KEACH: Okay. Any other questions for  
 3 Mark -- Brad, I mean -- Brad Marks? Okay. Anybody  
 4 from the public who would like to speak to this  
 5 petition? Seeing none, let's -- any discussion that  
 6 we need to have amongst ourselves here on the plan  
 7 commission? Hearing none --  
 8 MR. ZOBRIST: I'll make a motion to approve  
 9 the zoning change to B-3.  
 10 MR. RITTERBUSCH: I'll second the motion.  
 11 MR. KEACH: Okay. We have a first and a  
 12 second. Roll call.  
 13 MR. MARKS: Knepp.  
 14 MS. KNEPP: Yes.  
 15 MR. MARKS: Geil.  
 16 MR. GEIL: Yes.  
 17 MR. MARKS: Ritterbusch.  
 18 MR. RITTERBUSCH: Yes.  
 19 MR. MARKS: Aupperle.  
 20 MR. AUPPERLE: Yes.  
 21 MR. MARKS: Zobrist.  
 22 MR. ZOBRIST: Yes.  
 23 MR. MARKS: Yordy.

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1 MR. YORDY: Yes.  
 2 MR. MARKS: Keach.  
 3 MR. KEACH: Yes.  
 4 MR. MARKS: Approved.  
 5 MR. KEACH: Okay. Second item on the public  
 6 hearing is an ordinance making amendments to Title  
 7 10-10-4 of the Morton Municipal Code regarding  
 8 resubmittal of denied requests for zoning relief.  
 9 And so we have a quick two-page document in  
 10 our Morton packet here. Brad, would you like to give  
 11 us an explanation of the purpose of this?  
 12 MR. MARKS: Yes. I think during --  
 13 MR. KEACH: Pretty self-explanatory.  
 14 MR. MARKS: I'm sorry?  
 15 MR. KEACH: Pretty self-explanatory.  
 16 MR. MARKS: Yeah. During some of our review  
 17 in our zoning ordinances, we had questions about, for  
 18 example, if a special use or zoning amendment came to  
 19 the planning commission. Let's say the recommendation  
 20 was to deny and then it was denied at the village  
 21 board level, really our code allowed for somebody to  
 22 come back even the following month with the exact same  
 23 request.

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1 We felt like at that point in time it  
 2 probably should be a little longer than that to  
 3 allow -- I don't think we want the situation of repeat  
 4 requests that could possibly be every month, so this  
 5 defines that or helps stop that.  
 6 Pat, do you have anything you'd like to add  
 7 to that?  
 8 MR. McGRATH: This type of revision is  
 9 common in most zoning ordinances. We're kind of an  
 10 outlier for not having some restrictions on how quick  
 11 you can come back and resubmit. In discussions  
 12 internally, we felt like 18 months was a fair time  
 13 period. Others have lesser time periods. Every  
 14 community is a little different there, but this is a  
 15 very common provision designed to avoid you guys being  
 16 burdened with repeat requests from the same people  
 17 without any change in circumstances.  
 18 MR. KEACH: Okay.  
 19 MS. KNEPP: So if I understand what you're  
 20 saying, other towns have this provision; although,  
 21 this is a little longer than the others. Do the  
 22 others usually have 12 months or 6 months?  
 23 MR. McGRATH: Tazewell County, for example,

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1 is six months. That's the one I looked at in drafting  
 2 this. I can't -- I didn't survey around every place.  
 3 MS. KNEPP: And have we had a problem with  
 4 this before? I don't recall having multiple instances  
 5 coming up before -- in front of the board.  
 6 MR. McGRATH: So one case, which came back  
 7 several times, I think, before it was ultimately  
 8 decided was the -- the Apostolic Christian CILA on  
 9 Jackson where they came for approval to -- and that  
 10 might have been a variance case -- but they came  
 11 multiple times to get approval to have the driveway go  
 12 out onto the side street, which might be Minnesota  
 13 there.  
 14 MS. KNEPP: Yep. Yep. I know what you're  
 15 talking about. Yep.  
 16 MR. McGRATH: So that case was several --  
 17 was a repeat request of essentially the same nature  
 18 that came back a couple times. And a couple other  
 19 cases that, I think, have come back twice; once was a  
 20 variance on a shed size -- I'm just going off my own  
 21 memory. The village was a petitioner requesting a  
 22 variance because a shed got built based on a permit  
 23 that was too large that got denied and then that came

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1 back a month or two later.  
 2 MS. KNEPP: So it says substantially  
 3 different amendment, variance, or special use. So I'm  
 4 just trying to think like with the shed size, right.  
 5 I mean, I can see a homeowner coming in and wanting a  
 6 shed, and then you're explaining why that size is  
 7 inappropriate, and they would want to come back with a  
 8 different one. So what is substantially different?  
 9 MR. McGRATH: Well, the reality is, in  
 10 drafting something like this, because it covers such a  
 11 broad range of requested relief, you can't itemize in  
 12 exact detail every what is or is not similar enough to  
 13 the prior request. So much discretion is placed on  
 14 your zoning enforcement officer, on Brad, to make a  
 15 determination of whether a matter is substantially  
 16 different.  
 17 You know, presumably, if I'm asking for  
 18 different use, for example, I came with a special use  
 19 to allow X and I change my plans and I want to do Y,  
 20 that would be a clear example on -- if I came and  
 21 asked for a request to do a shed bigger than what's  
 22 allowed and I was told no, and then I came back and  
 23 wanted, you know, a variance to have a bigger driveway

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1 or gazebo or something different, that would be  
 2 distinguishable. If I had -- without anything in  
 3 front of me, I'm doing my best on my feet without  
 4 looking at exact language to say here's --  
 5 MR. KEACH: Would it be safe to say that if  
 6 it came again before us two months in a row, staff has  
 7 already determined that it is substantially different  
 8 enough?  
 9 MR. McGRATH: Correct.  
 10 MR. KEACH: We're not going to be deciding  
 11 on this board if it's substantially different enough,  
 12 I guess. In a way we might be when we vote again.  
 13 MR. HILLIARD: Commissioner Knepp, one of  
 14 the things that really brought this to the forefront  
 15 was recently we had this happen. If you remember the  
 16 battery storage facility, we got contacted from them  
 17 within a couple of weeks after being denied, and so we  
 18 know that our staff themselves had put a great deal of  
 19 work in this, plus having come to the commission and  
 20 then to the village board as well.  
 21 And so we looked at that and we said, whoa,  
 22 man, this is right after being told no, and, you know,  
 23 they're wanting to come right back and go after it



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1 again. And we started -- we didn't commit to them one  
 2 way or the other, but that's when we started looking  
 3 at our ordinances and do we have anything that allows  
 4 or disallows that from happening, and that's really  
 5 what triggered it.  
 6 MS. KNEPP: Right. Well, and the battery  
 7 storage, if I remember correctly, it was a pretty even  
 8 vote, and there were multiple members unavailable to  
 9 vote on that day, right. So I could see from the  
 10 petitioner's point that they might think, maybe if I  
 11 had the full board and maybe if I clarified a few  
 12 things, there would be a different result potentially.  
 13 MR. AUPPERLE: Yeah. I'll be honest, my  
 14 opinion, I think it's a little long, 18 months, as  
 15 we're trying to be probusiness here on that side of  
 16 things. If it was denied or if there was request that  
 17 was denied and we were able to come -- the village was  
 18 able to come to an agreement with a petitioner but  
 19 there was still a hardship where they needed a  
 20 variance within a certain period of time, 3 or 6  
 21 months; 18 months is a long time between there, for  
 22 me.  
 23 I think there's a lot of things that can

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1 happen there that there could be an agreement that  
 2 could be gotten to, so I don't know. I don't know.  
 3 Like I said, Pat, I didn't know what the other  
 4 municipalities have. It just, at first glance, seemed  
 5 a little extreme for me.  
 6 MR. YORDY: You said Tazewell County is six  
 7 months?  
 8 MR. McGRATH: Correct.  
 9 MR. YORDY: That would seem more realistic  
 10 to me, the 6 months, just looking at this at first  
 11 glance, 6 months in lieu of 18. I don't know what --  
 12 I think that's where you were getting at.  
 13 MR. AUPPERLE: Yeah.  
 14 MR. YORDY: A shorter time frame; I think I  
 15 would agree with that comment.  
 16 MR. KEACH: Okay. Anybody else?  
 17 MS. KNEPP: I would agree. I don't really  
 18 like restricting property owners to that extreme, if  
 19 they're willing to -- and, again, it puts it very  
 20 subjectively in what is drastically different or  
 21 whatever, but I feel like just allow them to come back  
 22 and --  
 23 MR. AUPPERLE: I think you've got the right

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1 idea by having it two-tired. You know, you don't want  
 2 anybody to come back with the exact same petition, but  
 3 if they make a change that you were asking them to  
 4 make and then they got to wait 18 months --  
 5 MR. MARKS: Well, I would say that would  
 6 fall under substantially different. In other words,  
 7 if a petition -- my thought is, if a petition came  
 8 through today -- like, let's use this one, for  
 9 example, the one we just went through -- and it was  
 10 given a representation to deny it, and then it was  
 11 denied, and, if nothing changed, let's say nothing  
 12 changed in this scenario, at what pint -- what would  
 13 be the reason the vote would change? That's my  
 14 question. What would be the reason? If nothing is  
 15 changed with this case, what would be the reason?  
 16 What does the time frame matter as far as why we --  
 17 why would your vote change -- I would ask the  
 18 commission that -- if nothing has changed with the  
 19 case?  
 20 MS. KNEPP: Yeah, and I agree. In most  
 21 cases, it wouldn't. The battery storage one, we were  
 22 a very slim board at that moment, so that one I could  
 23 say you might think it might just change because of

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1 the people that were unavailable that month, but  
 2 that's a very rare situation.  
 3 MR. YORDY: Brad, would you see a problem if  
 4 the 18 got moved down to -- call it a 12-month or a  
 5 6-month period? Does that present --  
 6 MR. MARKS: I mean, personally, the way I  
 7 see it, I feel like if it's been denied, I feel like  
 8 there should be a change of something.  
 9 MR. YORDY: Right.  
 10 MR. MARKS: That's how I feel because it's  
 11 already been denied as it stands, so, to me, something  
 12 needs to change with it.  
 13 MR. KEACH: And if they change it, they can  
 14 come back in the next month.  
 15 MR. MARKS: Yes, they can come back the very  
 16 next month, if something changes, but to bring the  
 17 exact same request -- and I don't -- this isn't really  
 18 a determination, but I've done the math. It costs  
 19 around \$1,000 to have this meeting tonight, and the  
 20 petition cost is \$175, so that's \$825 to the taxpayers  
 21 and the Village of Morton to conduct this meeting.  
 22 That's how it's subsidized, so I think it's fair to  
 23 taxpayers as well that we don't allow something that

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1 has clearly been denied and nothing's changed.  
 2 MR. AUPPERLE: So is that denial, is that at  
 3 our level or at the board level?  
 4 MR. MARKS: It would be at the village board  
 5 level, yes.  
 6 MR. AUPPERLE: Okay.  
 7 MR. KEACH: I suppose if somebody wanted to  
 8 make a motion with changing the time period, we could  
 9 entertain that as a board. Does that satisfy you,  
 10 Bill, you know, kind of for clarification? If they're  
 11 going to come back with the exact same thing, they  
 12 would have to wait 18 months, but if they'd make a  
 13 change, they could come the next month.  
 14 MR. AUPPERLE: Right. You know, I hear what  
 15 Brad's saying. If that's the case, why are they  
 16 allowed to bring it back at all if it's been denied if  
 17 it's the exact same.  
 18 MR. KEACH: Oh, if it's even 18 months  
 19 later?  
 20 MR. AUPPERLE: Yeah. I guess that's -- I  
 21 don't know, the arrival of the 18 months -- because  
 22 you are correct, if it's been denied before, there's  
 23 been no substantial change, you know.

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1 MR. ZOBRIST: You'd have a potential of a  
 2 new board potentially. I mean, personnel could  
 3 change.  
 4 MR. YORDY: How does the board feel about 12  
 5 months?  
 6 MR. RITTERBUSCH: I could go along with 12  
 7 months.  
 8 MR. ZOBRIST: I could too.  
 9 MR. YORDY: 18 just seems -- it just  
 10 seems --  
 11 MR. GEIL: It seems like it stretches it out  
 12 quite a bit.  
 13 MR. YORDY: Yeah.  
 14 MR. GEIL: And it's from -- it's not from  
 15 the decision, correct, it's from the first date of  
 16 public hearing. So it would be from this public  
 17 hearing, our public hearing, not the village.  
 18 MR. McGRATH: Correct. So, yeah,  
 19 that's your measuring date. The measuring takes 12  
 20 months from the public hearing.  
 21 MR. KEACH: Okay. Do we have -- first I'll  
 22 ask formally, is there anybody from the audience who  
 23 would like to weigh in on this? Seeing none, I think

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1 we've had a good discussion on the board. Is there  
 2 anybody who would care to make a motion on this  
 3 proposed change?  
 4 MR. RITTERBUSCH: I'll make a motion that we  
 5 accept this with the change from 18 to 12 months.  
 6 MR. AUPPERLE: Second.  
 7 MR. KEACH: And a second. Let's have a roll  
 8 call.  
 9 MR. MARKS: Keach.  
 10 MR. KEACH: Yes.  
 11 MR. MARKS: Ritterbusch.  
 12 MR. RITTERBUSCH: Yes.  
 13 MR. MARKS: Geil.  
 14 MR. GEIL: Yes.  
 15 MR. MARKS: Zobrist.  
 16 MR. ZOBRIST: Yes.  
 17 MR. MARKS: Yordy.  
 18 MR. YORDY: Yes.  
 19 MR. MARKS: Aupperle.  
 20 MR. AUPPERLE: Yes.  
 21 MR. MARKS: Knepp.  
 22 MS. KNEPP: No.  
 23 MR. MARKS: Approved.

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1 MR. KEACH: Okay. This ends the public  
 2 hearing. Is there any other business this evening?  
 3 MR. MARKS: I have none.  
 4 MR. KEACH: Okay. Then motion to adjourn.  
 5 MS. KNEPP: I'll make a motion adjourn.  
 6 MR. KEACH: Motion.  
 7 MR. GEIL: Second.  
 8 MR. KEACH: And a second. All in favor.  
 9 ALL IN UNISON: Aye.  
 10 MR. KEACH: All opposed.  
 11 (No response)  
 12 MR. KEACH: Thank you.  
 13 (Meeting adjourned at 7:22 p.m.)  
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1 CERTIFIED SHORTHAND REPORTER'S CERTIFICATE

2

3 I, Leigh C. Thompson, 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 26th day of July, A.D. 2023.

12

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14

*Leigh Thompson*

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CSR, RPR,

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