

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, APRIL 1, 2024
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 – March 18, 2024
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Fiscal Year 2025 Budget
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
- XV. DIRECTOR OF PUBLIC WORKS**
 - A. Acceptance of Proposal in the Amount of \$ 943,463.00 from Core & Main for the following items as part of the install of new advanced metering infrastructure (AMI) through Sensus for both gas & water radios:
 - 1. Setup Fees/Training = \$ 33,175.00
 - 2. Year 1 Annual Fee = \$ 18,170.00
 - 3. Equipment and Software for Radio Activation = \$ 117,625.00
 - 4. Sensus Residential & Commercial Radios (install not included) = \$ 774,493.00
 - B. Resolution Authorizing Participation in a Joint Purchase Master Contract for the Purchase of Rock Salt
 - C. Resolution Appropriating Funds and Authorizing Joint Funding Agreement with IDOT for Detroit and S. Main Mill, Overlay and Shared Use Path Project
 - D. Acceptance of the following Bids for the 2024 Street Overlay Program:
 - 1. From General Funds for Mill & Overlay in the Amount of \$ 821,551.24 and Award of Contract for Same to R.A. Cullinan & Son, Inc.
 - 2. From MFT Funds for Sealcoating & Fog Coating in the Amount of \$ 85,091.93 and Award of Contract for Same to Porter Brothers.
 - 3. Acceptance of Bid for the 2024 Miscellaneous Concrete Repairs Project in the Amount of \$ 845,000.00 and Award of Contract for Same to Otto Baum Co., Inc.
 - E. AN ORDINANCE MAKING AMENDMENTS TO TITLE 10 OF THE MORTON MUNICIPAL CODE REGARDING HOTELS AND SHORT TERM VACATION RENTALS

F. AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD.

XVI. ZONING AND CODE ENFORCEMENT OFFICER

XVII. VILLAGE TRUSTEES

- A. Trustee Blunier
- B. Trustee Hilliard
- C. Trustee Leitch
- D. Trustee Menold
- E. Trustee Newman
- F. Trustee Parrott

XVIII. CLOSED SESSIONS

XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS

XXIII. ADJOURNMENT

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., March 18, 2024**

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

PUBLIC HEARING – None.

PRESENTATIONS – Mayor Kaufman introduced the Morton Junior High 8th grade girls volleyball team and asked that they join him near the podium to be recognized for earning their second state championship title in two years. Head Coach Williams, Police Chief Darche, and Clerk Evans spoke about the girls and their journey over the last 2 years before photos were taken and the team was excused from the meeting.

PUBLIC COMMENT – None.

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – March 4, 2024
- B. Approval of Bills

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

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

VILLAGE PRESIDENT – President Kaufman requested approval to appoint Bill Aupperle, Grant Barton, and Phil Zobrist to the Plan Commission for a term that will expire 4/30/29. Trustee Newman moved to approve and it was seconded by Trustee Menold before approval by the following roll call vote:

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

After the vote, President Kaufman requested approval to appoint Kurt Butterfield and Scott Kelso to the Zoning Board of Appeals for a term that will expire 4/30/29. Trustee Parrott moved to approve and it was seconded by Trustee Hilliard before approval by the following roll call vote:

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

VILLAGE CLERK – None.

VILLAGE ADMINISTRATOR – Administrator Smick presented Resolution Removing Designation of Certain Monies for Certain Purposes. There was light discussion before Trustee Newman moved to approve the Resolution. Trustee Leitch seconded the motion and it was approved by the following roll call vote:

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

Next, Administrator Smick presented Building Improvement Grant Recommendations and explained an amendment to a previously approved grant. Trustee Leitch moved to approve the grants and it was seconded by Trustee Parrott before 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 – None.

CORPORATION COUNSEL – None.

DIRECTOR OF FIRE AND EMERGENCY SERVICES – None.

DIRECTOR OF PUBLIC WORKS – DPW Loudermilk requested permission to accept bid for water distribution materials from Core & Main in the amount of \$95,917.60. Trustee Menold moved to approve and it was seconded by Trustee Newman before approval by the following vote:

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

ZONING AND CODE ENFORCEMENT OFFICER – None.

VILLAGE TRUSTEES

Trustee Blunier – None.

Trustee Hilliard – None.

Trustee Leitch moved to approve An Ordinance Making Amendments to Section 5-8-2 of the Morton Municipal Code Regarding Service Fees for Assistance with Ambulation. The motion was seconded by Trustee Parrott before significant discussion amongst the Trustees with input provided by Police Chief Darce and Justin Hale of the Fire Department. After discussion, the motion carried by the following roll call vote:

Yes: Blunier, Leitch, Parrott, Kaufman – 4.

No: Hilliard, Menold, Newman – 3.

Absent: None – 0.

Abstain: None – 0.

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 Blunier and followed by unanimous voice vote of all present board members.

PRESIDENT

ATTEST:

VILLAGE CLERK



Bid Proposal for Morton Sensus AMI Setup & Gas Indexes

VILLAGE OF MORTON
 Job Location: Morton, IL
 Bid Date: 02/28/2025
 Core & Main 3275173

Steve Porubcansky
 Mobile: 309-229-6154
 Phone: 309-444-3183
 Fax: 309-444-3644
 steve.porubcansky@coreandmain.com

Seq#	Qty	Description	Units	Price	Ext Price	
20		EQUIPMENT AND SOFTWARE				
30		RADIO ACTIVATION				
40	1	ANDROID SMART PHONE FOR METER	EA	250.00	250.00	
60		BELOW AS NEEDED:				
70	1	SENSUS COMMAND LINK 2	EA	650.00	650.00	
SUBTOTAL					900.00	
90		INFRASTRUCTURE / INSTALLATION				
100	2	M400B2 BASE STATION 200KHZ PCS	EA	30,000.00	60,000.00	
110	2	TGB M400 INSTALLATION	EA	25,000.00	50,000.00	
130		RT 98 COLLECTOR:				
140	1	R100NA COLLECTOR VERIZON PCS	EA	6,125.00	6,125.00	
150	1	R100 INSTALLATION (ESTIMATED)	EA	1,500.00	1,500.00	
INFRASTRUCTURE / INSTALL (Avg. Based On 1EA)					117,625.00	
Average price per				EA	117,625.00	
180		UNIT PRICING GOOD UNTIL NEXT				
190		SENSUS INCREASE.				
200		(TYPICALLY FALL)				
210		GAS INDEXES				
220	6111	5399255532100M 300GM SMARTPNT RESIDENTIAL	EA	118.00	721,098.00	
250	181	900GM REMOTE MOUNT SMARTPOINT COMMERCIAL	EA	295.00	53,395.00	
Sub Total					893,018.00	
Tax					0.00	
Total					893,018.00	

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Bid Proposal for Morton Sensus SaaS Fees - Delayed Water Deployment

VILLAGE OF MORTON
Job Location: Morton, IL
Bid Date: 02/28/2025
Core & Main 3373167

Core & Main
 400 North Cummings Lane
 Washington, IL 61571
Phone: 3094443183
Fax: 3094443644

Seq#	Qty	Description	Units	Price	Ext Price
SETUP FEES / TRAINING					
10					
20	1	SENSUS RNI SET UP FEE	EA	7,500.00	7,500.00
30	1	SENSUS ANALYTIC SET UP FEE 5-10K SERVICES WATER 5396383700521B	EA	4,700.00	4,700.00
40	1	SENSUS ANALYTICS INTEGRATION STANDARD BILLING & SYNC FILES PS SA STANDARD	EA	6,475.00	6,475.00
50	1	SENSUS FLEXNET CORE TRAINING WITH RNI & LOGIC	EA	9,500.00	9,500.00
60	1	C&M PROJECT MANAGEMENT FEE	EA	5,000.00	5,000.00
				SUBTOTAL	33,175.00
YEAR 1					
80					
90	1	SENSUS ANNUAL RNI SAAS FEE YR1	EA	8,535.00	8,535.00
100	1	SENSUS ANALYTIC ENHANCED YR1 ANNUAL FEE 5-10K SERVICES WTR 5396383700535B	EA	2,355.00	2,355.00
110	1	SENSUS ANALYTICS YR1 - GAS	EA	7,280.00	7,280.00
				SUBTOTAL	18,170.00
YEAR 2					
130					
140	1	SENSUS ANNUAL RNI SAAS FEE YR2	EA	8,790.00	8,790.00
150	1	SENSUS ANALYTIC ENHANCED YR2 ANNUAL FEE 5-10K SERVICES WTR 5396383700535B	EA	2,425.00	2,425.00
160	1	SENSUS ANALYTICS YR2 - GAS	EA	7,500.00	7,500.00
				SUBTOTAL	18,715.00
YEAR 3					
180					
190	1	SENSUS ANNUAL RNI SAAS FEE YR3	EA	11,660.00	11,660.00
200	1	SENSUS ANALYTIC ENHANCED YR3 ANNUAL FEE 5-10K SERVICES WTR 5396383700535B	EA	6,760.00	6,760.00
210	1	SENSUS ANALYTICS YR3 - GAS	EA	6,760.00	6,760.00
OPTIONAL PRESSURE PROFILE APP					
230					
240	1	PRESSURE PROFILE ANNUAL FEE YR 1	EA	7,000.00	7,000.00
250	1	PRESSURE PROFILE SETUP FEE W/O PLACEMENT PLAN	EA	3,800.00	3,800.00
				SUBTOTAL	35,980.00
YEAR 4					
270					
280	1	SENSUS ANNUAL RNI SAAS FEE YR4	EA	18,550.00	18,550.00
290	1	SENSUS ANALYTIC ENHANCED YR4 ANNUAL FEE 5-10K SERVICES WTR 5396383700535B	EA	6,960.00	6,960.00
300	1	SENSUS ANALYTICS YR4 - GAS	EA	6,960.00	6,960.00
OPTIONAL PRESSURE PROFILE APP					
320					
330	1	PRESSURE PROFILE ANNUAL FEE YR 2	EA	7,270.00	7,270.00
				SUBTOTAL	39,740.00



Bid Proposal for Morton Sensus SaaS Fees - Delayed Water Deployment

Bid #: 3373167

Seq#	Qty	Description	Units	Price	Ext Price
350		YEAR 5			
360	1	SENSUS ANNUAL RNI SAAS FEE YR5	EA	25,575.00	25,575.00
370	1	SENSUS ANALYTIC ENHANCED YR5 ANNUAL FEE 5-10K SERVICES WTR	EA	11,650.00	11,650.00
		5396383700535B			
380	1	SENSUS ANALYTICS YR5 - GAS	EA	11,650.00	11,650.00
400		OPTIONAL PRESSURE PROFILE APP			
410	1	PRESSURE PROFILE ANNUAL FEE YR 3	EA	7,490.00	7,490.00
				SUBTOTAL	56,365.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

VILLAGE OF MORTON

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTICIPATION IN A JOINT PURCHASE MASTER
CONTRACT FOR THE PURCHASE OF ROCK SALT

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village has identified the need to purchase rock salt for use by the Public Works Department; and

WHEREAS, the Village is eligible to participate in the joint purchasing cooperatives ("Program"), which permits local governments to purchase commodities and services according to negotiated purchasing contracts, resulting in significant savings for the Village; and

WHEREAS, the State of Illinois Central Management Services bids for the award of a joint purchasing master contract for the purchase of rock salt ("Contract") thereby meeting the Village's competitive bidding requirements; and

WHEREAS, the State of Illinois Central Management Services will identify the Salt Supplier ("Vendor"), as the lowest responsible bidder; and

WHEREAS, the Village Board has determined that participation in the joint purchasing contract available through State of Illinois Central Management Services and the purchase of Rock Salt from the Vendor in accordance with the Joint Purchase Master Agreement is in the best interest of the Village; and

WHEREAS, as a precondition of allowing the Village to participate in the Program or any future programs or contracts with the State ("State Contracts"), the State of Illinois requires that the Village designate and authorize certain officers or officials to execute State Contracts on behalf of the Village; and

WHEREAS, the designation and authorization of these officers or officials must be evidenced by a "Certificate of Authority" approved by the Village Board on a form provided by the State; and

WHEREAS, the Village Board has determined that it would be in the best interest of the Village and its residents to (i) designate and authorize the Director of Public Works to execute State Contracts that have otherwise been approved in accordance with the ordinances and procedures of the Village and the laws of the State of Illinois; and (ii) to authorize the Village Clerk to complete the Certificate of Authority attached hereto as Exhibit A to reflect this designation and authorization;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the VILLAGE OF MORTON, County of Tazewell and State of Illinois, as follows:

SECTION 1: RECITALS. The Village Board hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF PURCHASE FROM VENDOR. The Village President and Board of Trustees hereby approves the purchase of rock salt in accordance with the Contract.

SECTION 3: AUTHORIZATION TO EXECUTE PURCHASE ORDER. The Director of Public Works is hereby authorized and directed to execute, on behalf of the Village, the purchase order and any other documents needed to purchase the rock salt from the Vendor in accordance with Section 2 of this Resolution.

SECTION 4: DESIGNATION AND AUTHORIZATION. The Village Board hereby designates and authorizes the Director of Public Works to execute State Contracts that have otherwise been approved in accordance with the ordinances and procedures of the Village and the laws of the State of Illinois.

SECTION 5: CERTIFICATE OF AUTHORITY. The Village Clerk is hereby authorized and directed to complete and execute the Certificate of Authority in substantially the form attached to this Resolution as Exhibit A to reflect the designation and authorization set forth in Section 4 of this Resolution.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this 1st day of April, 2024; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2024.

President

ATTEST:

Village Clerk

Certificate of Authority by Vote

I, **Zo M. Evans**, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Village of Morton ("Governmental Unit"). I hereby certify the following is a true
(Name of Governmental Unit)

copy of a vote taken at a meeting of the Board of Directors (or equivalent governing body), duly called and held on April 1, 2024, at which a quorum of the Members were present and voting.

Voted: That Craig Loudermilk, Director of Public Works (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts, to include joint participation agreements, on behalf of Village of Morton with the State of Illinois and any of
(Name of Governmental Unit)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

Dated: _____

Attest: _____

*Zo M. Evans,
Village Clerk*

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Morton	Tazewell	20-00130-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU, TAP	4T2302	PPUATS	MO-24-01, MO-24-02

Construction

State Job Number	Project Number
C-94-022-21	E2J2(937)

State-Let Construction Locally Let Construction Construction Engineering Utilities Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
S Detroit AVE	FAU 6727	1.23 miles	From	To
			00.34	01.57

Location Termini
0.3 MI S of W Jefferson ST To Main ST

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Morton	N/A	Remove

PROJECT DESCRIPTION

Mill and overlay including constructing a shared use path and signal improvements at the intersection of Detroit and Birchwood.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ BALANCE _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Jeff Kaufman

Title of Official

Mayor/President

Signature

Date

The above signature certifies the agency's TIN number is

376002167 conducting business as a Governmental Entity.

DUNS Number 082089939

UEI _____

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsu Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

Local Public Agency	Section Number	State Job Number	Project Number
Village of Morton	20-00130-00-RS	C-94-022-21	E2J2(937)
County			
Tazewell			

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$720,000.00	*				Local	\$180,000.00	BAL	\$900,000.00
Participating Construction	TAP	\$675,000.00	**				Local	\$168,750.00	BAL	\$843,750.00
Participating Construction							Local	\$200,000.00		\$200,000.00
Total		\$1,395,000.00		Total			Total	\$548,750.00		\$1,943,750.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% STU Funds NTE \$720,000.00

** 80% TAP Funds NTE \$675,000.00

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Resolution No. _____

A Resolution for:

Section Number 20-00130-00-RS

State Job Number C-94-022-21

Project Number E2J2(937)

WHEREAS, the Village of Morton, Illinois is proposing to Mill & overlay and construct a shared use path on S. Detroit Ave. from Main St. to 0.3 miles south of W. Jefferson

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Village of Morton

Section 1: The Village of Morton hereby appropriates \$548,750.00 or as much as may be needed to match the required funding to complete the proposed improvement from General Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Village of Morton is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Morton is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 4 Bureau of Local Roads and Streets.

I, Zo M. Evans Clerk in and for Village of Morton, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the Village of Morton, Illinois, and keeper of the records at its meeting on the 1st day of April, 20 24.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this 1st day of April, 20 24.

(seal)

Zo M. Evans, Village Clerk

M Patrick N. Meyer & Associates, Inc.

15109 West Bittersweet Court
Brimfield, Illinois 61517
Office/Mobile: 309-696-1935
Email: pmeyer@mtco.com

March 21, 2024

Village of Morton
Craig Loudermilk
Director of Public Works
120 North Main Street, PO Box 28
Morton, IL 61550

Re: 2024 Street Maintenance-Sealcoat

Dear Craig:

We recommend the Village receive all of the proposals and award the individual projects to the respective contractors regarding the annual Street Maintenance project.

Attached for your use is the following

- a listing of each component and the respective recommendation
- a detailed bid tabulation of each project
- a summary of the anticipated costs for the annual Street Maintenance.

If you have any questions and/or comments, please do not hesitate to contact me at (309) 696-1935.

Sincerely,

PATRICK N. MEYER & ASSOCIATES, INC.



Patrick N. Meyer, P.E., M.B.A.
Civil Engineer

Enclosure

2024
STREET MAINTENANCE

MFT

VENDOR	TASK	BIDS	RECOMMENDATION
1. PORTER BROTHERS	MFT FUNDS SEALCOATING AND FOG COATING	\$ 85,091.93	WE RECOMMEND THAT THE VILLAGE ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO PORTER BROTHERS

GENERAL

VENDOR	TASK	BIDS	RECOMMENDATION
R.A. CULLINAN & SON, 1. INC.	GENERAL FUNDS- HOT MIX ASPHALT OVERLAY	\$ 821,551.24	WE RECOMMEND THAT THE VILLAGE ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO R.A. CULLINAN & SON, INC.

Tabulation of Bids

(page 1 of 1)

County <u>TAZEWELL</u> Date <u>3/19/2024</u>					Name and Address of Bidders		RECOMMENDED BIDDER R.A. CULLINAN & SON, INC. P.O. BOX 166 TREMONT, IL 61568	
Municipality or Road District <u>MORTON</u> Time <u>10:00 A.M.</u>								
Section _____ Appropriation \$ _____								
Estimate \$ <u>600,624.00</u> Attended by <u>PATRICK MEYER-PNMAI</u> <u>MORTON-CRAIG LOUDERMILK</u>								
Proposal Guarantee _____					Approved Engineer's Estimate			
Terms _____								
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total
HMA SECTION								
	P HMA SC D N50		TON	1,429	155.00	221,495.00	155.05	264,436.45
	P LB MM IL-4.75 N50		TON	714	170.00	121,380.00	223.23	159,386.22
	P BIT MATLS PR CT		GAL	2,552	9.00	22,968.00	8.88	22,661.76
	BIT SURF REM BJ		SQ YD	356	15.00	5,340.00	59.56	21,203.36
	BIT SRF REM-AR-VD		SQ YD	17,011	6.00	102,066.00	6.12	87,096.32
STRIPING								
	MODIFIED URETHANE FOR JEFFERSON AND SIDEROADS							
	4" Y SKIP		FT	313	2.00	625.00	3.96	1,237.50
	4" Y DY		FT	360	15.00	5,400.00	7.93	2,854.80
	ARROWS		SQ FT	62	15.00	930.00	11.88	736.56
	6" W		FT	135	2.00	270.00	5.94	801.90
	8" W		FT	1,200	3.00	3,600.00	8.64	10,368.00
	12" W		FT	-	4.00	0.00		
	24" W		FT	200	6.00	1,200.00	23.78	4,752.00
	MILL 4" - 2.5" AND 1.5" LIFTS		SQ YD	1,000	50.00	50,000.00	99.83	99,830.00
	MILL 4" -, 2.5" AND 1.5" LIFTS		SQ YD	567	50.00	28,350.00	115.11	65,267.37
	MILL 4" -, 2.5" AND 1.5" LIFTS		SQ YD	740	50.00	37,000.00	109.35	80,919.00
					Total Bid		600,624.00	821,551.24
						As read	600,624.00	821,551.24
						As corrected	600,624.00	821,551.24

THIS PAGE ONLY →

**Tabulation
of Bids
(page 1 of 1)**

County <u>TAZEWELL</u> Date <u>3/19/2024</u>					Name and Address of Bidders		RECOMMENDED BIDDER		R.A. CULLINAN & SON, INC. P.O. BOX 166 TREMONT, IL 61568					
Municipality or Road District <u>MORTON</u> Time <u>10:00 A.M.</u>							Approved Engineer's Estimate				PORTER BROTHERS 1106 INDUSTRIAL PARK DR ROCK FALLS, IL 61071			
Section <u>24-00000-00-GM</u> Appropriation \$ _____											BID BOND		BID BOND	
Estimate \$ <u>100,063.70</u> Attended by <u>PATRICK MEYER-PNMAI</u>											SEALCOAT ONLY		FOG COAT ONLY	
Proposal Guarantee _____														
Terms _____														
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total				
SLCT-1	BIT A-1 SLCT-CRSP		GAL	8,706	6.00	52,236.00	4.88	42,485.28	7.40	64,424.40				
SCLT-2	SLCT AGG -TRAP RK		TON	206	100.00	20,600.00	117.00	24,102.00	138.00	28,428.00				
SCLT-3	MH/VLV/INL--UC/OP		EACH	15	110.00	1,650.00	70.00	1,050.00	0.01	0.15				
FOG-1	FOG COAT		SQ YD	15,829	1.30	20,577.70	0.85	13,454.65	1.38	21,844.02				
FOG-2	FOG CT-TR CT SPCL		LSUM	1	5,000.00	5,000.00	4,000.00	4,000.00	0.01	0.01				
THIS PAGE ONLY →					Total Bid	As read		100,063.70		85,091.93		114,696.58		
						As corrected		100,063.70		85,091.93		114,696.58		

2024
VILLAGE OF MORTON STREET MAINTENANCE

VENDOR	TASK	ESTIMATE	BIDS	ACTUAL COSTS	VILLAGE OF MORTON FUNDS	
					SEE NOTE 1	
					MFT FUNDS	OTHER FUNDS
TOTAL CONSTRUCTION	CONSTRUCTION	722,367.70	995,108.19	995,108.19	85,091.93	910,016.26
R.A. CULLINAN & SON, 1. INC.	GENERAL FUNDS-HOT MIX ASPHALT OVERLAY	600,624.00	821,551.24	ESTIMATED 821,551.24		821,551.24
2. PORTER BROTHERS	MFT FUNDS SEALCOATING AND FOG COATING	74,486.00	85,091.93	ESTIMATED 85,091.93	85,091.93	
3. PORTER BROTHERS	ADDED KANSAS FROM POLK TO JACKSON AFTER MFT WAS APPROVED SO BEING PAID WITH OTHER FUNDS		ESTIMATED 25,000.00	ESTIMATED 25,000.00		25,000.00
7% CONTINGENCY		47,257.70	63,465.02	ESTIMATED 63,465.02		63,465.02
TOTAL ENGINEERING & MATERIALS TESTING		69,761.00	92,914.00	92,914.00	9,759.00	83,155.00
PATRICK N MEYER & ASSOCIATES, INC.	ENGINEERING	68,761.00	91,914.00	ESTIMATED 91,914.00	9,759.00	82,155.00
MATERIALS TESTING	MATERIALS TESTING	1,000.00	ESTIMATED 1,000.00	ESTIMATED 1,000.00		1,000.00
GRAND TOTALS=		792,128.70	1,088,022.19	1,088,022.19	94,850.93	993,171.26
					1,088,022.19	

NOTE 1: \$ 150,000.00 VILLAGE AUTHORIZED FOR MAINTENANCE FROM MFT FUNDS.



March 26, 2024

Village President & Board of Trustees
Village of Morton
120 N. Main St.
Morton, IL 61550

Re: 2024 Miscellaneous
Concrete Repairs
Morton, Illinois

Gentlemen:

Bids were received for the above referenced project on Tuesday, March 26, 2024.

The bids received were as follows:

<u>Contractor</u>	<u>Amounts</u>
Otto Baum	\$ 845,000.00
C & G Concrete	\$1,522,569.70

After reviewing the bids, we recommend that Otto Baum be awarded the contract based on their bid of \$845,000.00. These bids were from two of the seven prime contractors that took out bid packages.

If you have any questions or need additional information, please contact our office.

Sincerely,

A handwritten signature in black ink that reads "W. Franklin Sturm II". The signature is written in a cursive style with a large, looped 'S'.

W. Franklin Sturm II, P.E.

Tabulation of Bids			Date: 3/26/2024		Page 1/2		
County: Tazewell			Time: 10:00 AM				
Municipality: Morton			Appropriation:				
Section : 2024 Miscellaneous Concrete Repairs			Attended By: WFS				
Estimate:							
Proposal Guarantee: 5%			NAME OF BIDDER				
Terms:			Stark Excavating		Otto Baum		
Item			Unit Price	Total	Unit Price	Total	
MISCELLANEOUS CONCRETE REPAIRS							
Combination Curb & Gutter Removal	Foot	1,116.2	\$31.50	\$35,160.30		\$19.00	\$21,207.80
C. C. & G., Ty. B-6.12	Foot	1,226.2	\$99.75	\$122,313.45		\$89.53	\$109,781.69
C. C. & G., Ty. B-6.24	Foot	64.0	\$173.25	\$11,088.00		\$149.88	\$9,592.32
Sidewalk Removal	Sq. Ft.	2,750.0	\$2.10	\$5,775.00		\$2.30	\$6,325.00
Curbside Sidewalk Replacement	Sq. Ft.	390.0	\$15.75	\$6,142.50		\$16.90	\$6,591.00
Sidewalk Replacement	Sq. Ft.	3,840.0	\$13.65	\$52,416.00		\$10.35	\$39,744.00
Detectable Warning Strip	Sq. Ft.	60.0	\$39.90	\$2,394.00		\$42.99	\$2,579.40
Driveway Pavement Removal	Sq. Yd.	144.5	\$31.50	\$4,551.75		\$50.96	\$7,363.72
Driveway Pavement, 6"	Sq. Yd.	263.8	\$136.50	\$36,008.70		\$118.13	\$31,162.69
Driveway Pavement, 7"	Sq. Yd.	43.1	\$143.85	\$6,199.94		\$271.79	\$11,714.15
P.C.C. Pavement, 7"	Sq. Yd.	709.8	\$157.50	\$111,793.50		\$105.23	\$74,692.25
Pavement Removal	Sq. Yd.	789.6	\$78.75	\$62,181.00		\$36.15	\$28,544.04
Paint Pavement Marking-Line 4"	Foot	1,235.0	\$1.575	\$1,945.13		\$0.69	\$852.15
Paint Pavement Marking-Letters & Symbols	Sq. Ft.	15.5	\$10.50	\$162.75		\$10.64	\$164.92
Class D Patch, 4"	Sq. Yd.	215.9	\$189.00	\$40,805.10		\$185.61	\$40,073.20
Class D Patch, Full Depth	Sq. Yd.	53.3	\$367.50	\$19,587.75		\$332.97	\$17,747.30
Class D Patch, Full Depth, Special	Sq. Yd.	51.1	\$420.00	\$21,462.00		\$327.97	\$16,759.27
			Sub-Total	\$539,986.86			\$424,894.90
MISCELLANEOUS CONC. STORM SEWER REPAIRS							
Adjust Inlets	Each	7	\$5,565.00	\$38,955.00		\$4,576.58	\$32,036.06
Adjust Manholes	Each	3	\$2,100.00	\$6,300.00		\$3,193.27	\$9,579.81
Inlet Remove & Replace	Each	12	\$8,190.00	\$98,280.00		\$6,228.59	\$74,743.08
Inlet, Ty. G-1	Each	3	\$6,300.00	\$18,900.00	NO BID	\$5,897.48	\$17,692.44
Storm Manhole, 4' Dia., Ty. 1 Fr., O.L.	Each	1	\$8,400.00	\$8,400.00		\$6,198.53	\$6,198.53
Structure Removal	Each	3	\$2,100.00	\$6,300.00		\$2,493.22	\$7,479.66
Inlet Special Remove & Replace	Each	4	\$9,450.00	\$37,800.00		\$5,898.01	\$23,592.04
Manhole Remove & Replace	Each	3	\$17,850.00	\$53,550.00		\$8,445.75	\$25,337.25
Double G-1 Inlet Apron	Each	1	\$8,400.00	\$8,400.00		\$2,566.52	\$2,566.52
Storm Sewer Removal	Foot	86	\$52.50	\$4,515.00		\$89.73	\$7,716.78
Storm Sewer to be Abandoned	Foot	35	\$262.50	\$9,187.50		\$125.38	\$4,388.30
Storm Sewer, Cl. A, Ty. 2, RCP, 12"	Foot	105	\$210.00	\$22,050.00		\$200.61	\$21,064.05
Storm Sewer, Cl. A, Ty. 2, RCP, 15"	Foot	33	\$262.50	\$8,662.50		\$251.76	\$8,308.08
Storm Sewer, PVC, 10"	Foot	8	\$105.00	\$840.00		\$343.12	\$2,744.96
Class D Patch, 4"	Sq. Yd.	126.4	\$162.75	\$20,571.60		\$194.36	\$24,567.10
Class D Patch, Full Depth	Sq. Yd.	4.7	\$315.00	\$1,480.50		\$397.72	\$1,869.28
Class D Patch, Full Depth, Special	Sq. Yd.	30.3	\$420.00	\$12,726.00		\$313.92	\$9,511.78
Sump Drain Line, PVC, SDR 26, 6"	Foot	26	\$84.00	\$2,184.00		\$149.82	\$3,895.32
Trench Backfill (Storm)	Cu. Yd.	43	\$147.00	\$6,321.00		\$124.62	\$5,358.66
			Sub-Total	\$365,423.10			\$288,649.70
Traffic Control & Protection	L. Sum	1	\$47,250.00	\$47,250.00		\$72,436.52	\$72,436.52
Mobilization	L. Sum	1	\$42,000.00	\$42,000.00		\$59,018.88	\$59,018.88
			Sub-Total	\$89,250.00			\$131,455.40
			As Read	\$994,659.96			
			As Corrected	\$0.00		\$0.00	\$845,000.00

Tabulation of Bids		Date:	3/26/2024							Page 2/2
County: Tazewell		Time:	10:00 AM							
Municipality: Morton		Appropriation:								
Section : 2024 Miscellaneous Concrete Repairs		Attended By:	WFS							
Estimate:										
Proposal Guarantee: 5%										
NAME OF BIDDER										
		I.C.C.I.			C & G Concrete			Miller & Son		Alan & Sons Concrete
Item	Unit	Quan.	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MISCELLANEOUS CONCRETE REPAIRS										
Combination Curb & Gutter Removal	Foot	1,116.2	\$50.00	\$55,810.00						
C. C. C. & G., Ty. B-6.12	Foot	1,226.2	\$200.00	\$245,240.00						
C. C. C. & G., Ty. B-6.24	Foot	64.0	\$250.00	\$16,000.00						
Sidewalk Removal	Sq. Ft.	2,750.0	\$10.00	\$27,500.00						
Curbside Sidewalk Replacement	Sq. Ft.	390.0	\$30.00	\$11,700.00						
Sidewalk Replacement	Sq. Ft.	3,840.0	\$25.00	\$96,000.00						
Detectable Warning Strip	Sq. Ft.	60.0	\$45.00	\$2,700.00						
Driveway Pavement Removal	Sq. Yd.	144.5	\$40.00	\$5,780.00						
Driveway Pavement, 6"	Sq. Yd.	263.8	\$167.00	\$44,054.60						
Driveway Pavement, 7"	Sq. Yd.	43.1	\$170.00	\$7,327.00						
P.C.C. Pavement, 7"	Sq. Yd.	709.8	\$200.00	\$141,960.00						
Pavement Removal	Sq. Yd.	789.6	\$36.00	\$28,425.60						
Paint Pavement Marking-Line 4"	Foot	1,235.0	\$2.50	\$3,087.50						
Paint Pavement Marking-Letters & Symbols	Sq. Ft.	15.5	\$10.00	\$155.00						
Class D Patch, 4"	Sq. Yd.	215.9	\$200.00	\$43,180.00						
Class D Patch, Full Depth	Sq. Yd.	53.3	\$400.00	\$21,320.00						
Class D Patch, Full Depth, Special	Sq. Yd.	51.1	\$450.00	\$22,995.00						
				\$773,234.70						
MISCELLANEOUS CONC. STORM SEWER REPAIRS										
Adjust Inlets	Each	7	\$10,000.00	\$70,000.00						
Adjust Manholes	Each	3	\$8,000.00	\$24,000.00						
Inlet Remove & Replace	Each	12	\$12,000.00	\$144,000.00			NO BID			NO BID
Inlet, Ty. G-1	Each	3	\$12,000.00	\$36,000.00						
Storm Manhole, 4' Dia., Ty. 1 Fr., O.L.	Each	1	\$25,000.00	\$25,000.00						
Structure Removal	Each	3	\$2,500.00	\$7,500.00						
Inlet Special Remove & Replace	Each	4	\$12,000.00	\$48,000.00						
Manhole Remove & Replace	Each	3	\$25,000.00	\$75,000.00						
Double G-1 Inlet Apron	Each	1	\$27,000.00	\$27,000.00						
Storm Sewer Removal	Foot	86	\$200.00	\$17,200.00						
Storm Sewer to be Abandoned	Foot	35	\$200.00	\$7,000.00						
Storm Sewer, Cl. A, Ty. 2, RCP, 12"	Foot	105	\$250.00	\$26,250.00						
Storm Sewer, Cl. A, Ty. 2, RCP, 15"	Foot	33	\$250.00	\$8,250.00						
Storm Sewer, PVC, 10"	Foot	8	\$350.00	\$2,800.00						
Class D Patch, 4"	Sq. Yd.	126.4	\$200.00	\$25,280.00						
Class D Patch, Full Depth	Sq. Yd.	4.7	\$400.00	\$1,880.00						
Class D Patch, Full Depth, Special	Sq. Yd.	30.3	\$450.00	\$13,635.00						
Sump Drain Line, PVC, SDR 26, 6"	Foot	26	\$300.00	\$7,800.00						
Trench Backfill (Storm)	Cu. Yd.	43	\$180.00	\$7,740.00						
				\$574,335.00						
Traffic Control & Protection	L. Sum	1	\$85,000.00	\$85,000.00						
Mobilization	L. Sum	1	\$90,000.00	\$90,000.00						
				\$175,000.00						
		As Read		\$0.00						
		As Corrected		\$1,522,569.70						

VILLAGE OF MORTON
ORDINANCE 24-_____

**AN ORDINANCE MAKING AMENDMENTS TO TITLE 10 OF THE MORTON
MUNICIPAL CODE REGARDING HOTELS AND SHORT TERM VACATION
RENTALS**

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** “10-2-1: Definitions” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

10-2-1: Definitions

Wherever anywhere in this Title any of the following terms are used, they shall have the meaning indicated hereafter in this Chapter.

ACCESSORY USE, ACCESSORY AREA, ACCESSORY BUILDING: A use customarily incidental and subordinate to the principal use, principal area or principal building and located on the same lot, parcel, or tract of land with said principal use, area, or building, and an accessory use, area, or building shall be deemed to constitute occupancy of that part of the lot, parcel, or tract of land so used or upon which the accessory building is located. Private garage shall not be considered an accessory use. A ground mounted solar system shall be considered an accessory use. A swimming pool shall be considered an accessory use. (Ord. 78-31, 3-5-79; amd. Ord. 83-4, 5-16-83; amd. Ord. 91-8, 7-15-91; amd. Ord. 10-20, 10-4-10)

ALLEY: An alley is a public way not more than thirty feet (30’) wide affording secondary access to abutting property.

ANIMAL HOSPITAL: An establishment for the treatment, and necessary boarding incidental thereto, of small animals such as dogs, cats, rabbits, and birds by a veterinarian.

APARTMENT: A room or suite of rooms with complete kitchen and sanitary facilities in a structure designed to accommodate two (2) or more such units.

AUTOMOBILE WRECKING YARD: Any place where one (1) or more motor vehicles not in running condition, or parts thereof, are stored in the open and are not being restored to operation; or any land, building, or structure used for the wrecking or storing of such automobiles or the parts thereof. Any location for storage of motor vehicles awaiting repair for more than seven (7) consecutive days shall be considered an automobile wrecking yard.

BARKER: An individual, operating outside of a business's primary structure, who attempts to engage passersby through verbal, physical, or other contact in order to entice them into patronizing said business. (Ord. 07-31, 9-4-07)

BARKER SIGNS: Any temporary signs used to advertise a business or business event that are not affixed to any type of building or support structure, but are instead carried by an individual serving as a "barker" on behalf of the business entity. (Ord. 07-31, 9-4-07)

BED AND BREAKFAST ESTABLISHMENTS: An owner/operator occupied residence providing accommodations for a charge to the public with no more than five (5) guest rooms, each limited to two (2) transient adult guests per night, for rent, in operation for more than ten (10) nights in a twelve (12) month period. Bed and Breakfast establishments shall not include motels, hotels, boarding houses, or lodging houses. (Ord. 09-20, 8-3-09)

BOARDING OR LODGING HOUSE: A building other than a hotel where meals or sleeping accommodations or both are provided for compensation for three (3), but not more than ten (10), persons.

BREW PUB: An establishment where beer is brewed or manufactured with the primary distribution of beer brewed or manufactured on the premises in an adjoining restaurant where food is served.

BRICK: A molded rectangular block primarily comprised of clay and/or shale, fired with natural gas or coal at approximately two thousand degrees (2000°) to fuse the shale or clay into a durable building unit that is laid contiguously with the joints between the units filled with mortar. (Ord. 09-34, 12-21-09)

BUILDING: A building is any structure with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by space or by walls in which there are no communicating doors, windows, or openings; and which is designed or intended for the shelter, enclosure, or protection of persons, animals, or chattels.

BUILDING HEIGHT: The vertical distance measured from the sidewalk level or its equivalent established grade to the highest point of the roof. Where buildings are set back from the building setback line, the height will be measured from the average elevation of the finished lot grade. (Ord. 78-31, 3-5-79; amd. Ord. 05-20, 9-6-05)

CLINIC: An establishment, including the operation of a professional pharmacy, but excluding facilities for in-patient nursing care, where one (1) or more physicians and other medical professionals diagnose and treat human physical and/or mental ailments. (Ord. 79-39, 3-3-80)

COMMUNITY RESIDENCE: A group home or specialized residential care home serving unrelated persons with disabilities which is licensed, certified, or accredited by appropriate local, State, or national bodies. This Ordinance shall not be construed to require a license, certification, or accreditation and same shall only be required where State or Federal law requires same. Community residence does not include a residence which serves persons as any alternative to incarceration for a criminal offense, or persons whose primary reason for placement is substance or alcohol abuse, or persons whose primary reason for placement is treatment for a communicable disease. (Ord. 89-19, 2-5-90)

CONSTRUCTION SIGNS: A temporary sign, which includes those indicating construction or home improvement, or the offering of services such as lawn maintenance and landscaping, at a specific location at which they are located. (Ord. 07-31, 9-4-07)

COVERAGE: The portion of the lot area covered by the building area.

CRAFT BREWERY: An establishment where beer is manufactured in quantities not exceeding those prescribed by the Illinois Craft Brewer's License. The establishment may also include a tasting room and craft beer manufactured onsite may be offered for sale at retail for use or consumption onsite or offsite.

CURB LEVEL: The average elevation of the established curb of a street taken along the curb line between the points of intersection of the curb line and the lot lines. Where no curb has been established, the curb level shall be the average elevation of the land surface taken along the street right of way and the lot lines.

DAY CARE CENTER: An adult care facility or a child care facility receiving more than eight (8) persons for care during all or part of a day. Day care centers are not to be construed as public or private school facilities. (Ord. 78-31, 3-5-79; amd. Ord. 12-27, 3-4-13)

DISABILITY: Any person whose disability:

- A. Is attributable to mental, intellectual, or physical impairments or a combination of mental, intellectual, or physical impairments; and
- B. Is likely to continue for a significant amount of time or indefinitely; and
- C. Results in functional limitations in one (1) or more of the following areas of major life activities:
 - 1. Self care;
 - 2. Receptive or expressive language;
 - 3. Learning;
 - 4. Mobility;
 - 5. Self direction;
 - 6. Capacity for independent living;
 - 7. Economic self-sufficiency; and
- D. Reflects the person's need for a combination and sequence of special interdisciplinary or generic care, treatment, or other services which are of a life-long or extended duration. (Ord. 89-19, 2-5-90)

DUMPSTERS: A portable receptacle designed and used for accumulating debris. (Ord. 07-41, 10-1-07)

DWELLING: A building or portion thereof designed or used exclusively for residential occupancy, but not including house trailers, mobile homes, hotels, motels, boarding or lodging houses or manufactured home. The terms “dwelling” and “dwelling unit” are used interchangeably. (Ord. 78-31, 3-5-79; amd. Ord. 82-8, 8-2-82)

DWELLING, MULTIPLE-FAMILY: A building used as a residence for more than two (2) families living independently of each other and doing their own cooking therein, including apartment houses, ~~apartment hotels~~, group houses, and row houses. The term “multiple-family dwelling” and “multi-family dwelling” are used interchangeably.

DWELLING, SINGLE-FAMILY: A building used as a residence exclusively by one (1) family.

DWELLING, TWO-FAMILY: A building used as a residence exclusively by two (2) families with completely separate living facilities for each family.

ELECTRIC SOLAR SYSTEM: An electric solar system is one which produces electrical power for the structure. (Ord. 10-20, 10-4-10)

ESPORTS CAFE: A facility with computer equipment, internet service, and/or spectator accommodations the primary purposes of which may include (a) offering the rental of desk space for use of personal computers or the rental of time to use provided computer equipment that is pre-loaded with software to provide a venue for electronic games (Esports), virtual reality games, or augmented reality games; (b) hosting video game tournaments where spectator fees may be charged; and/or (c) other similar activities.

FAMILY: An individual or two (2) or more persons related by blood, marriage, or adoption, together with his or their domestic servants and a gratuitous guest maintaining common household in a dwelling unit or lodging unit.

FENCE: A man-made structure which is constructed for the purpose of or has the effect of enclosing or screening the area it is constructed upon. (Ord. 78-31, 3-5-79)

FENCE, CHAIN LINK: A fence made of loops of metal wire interconnected in a series of joined links, and which shall be at least 75% open.

FENCE, ENCLOSURE: A fence primarily for providing privacy or visual screening.

FENCE, INDUSTRIAL SECURITY: A fence provided primarily for security which shall be of chain link construction and which shall be at least seventy five percent (75%) open. (Ord. 79-43, 4-21-80)

FENCE, ORNAMENTAL: An ornamental fence is a fence, the surface area of the fence being more than seventy five percent (75%) open. Ornamental fences may not be chain link or wire construction and may not have pointed or dangerous projections.

FIREARM FIRING RANGE: An area or facility designed and operated for individuals to engage in the activity of practice shooting of archery and/or firearms for commercial purposes. (Ord. 17-03, 6-5-17)

FIREARM RESALE SHOP: A retail store that derives its principal income from buying and selling firearms with or without the sale of ammunition and/or firearm accessories. (Ord. 17-03, 6-5-17)

FLOOR AREA: The total horizontal area of living space enclosed by the exterior walls of a building measured at the outside of such exterior walls including partitions, closets, bath, and utility rooms, but not including cellars, basements, unfinished attics, garages, breezeways, porches, and patios, and other spaces not used ordinarily for living, eating, and sleeping purposes. (Ord. 78-31, 3-5-79)

GARAGE, PRIVATE: A use housing not more than four (4) motor vehicles, not more than one (1) of which may be a commercial vehicle of not more than one and one-half (1 1/2) tons capacity, and not more than one (1) of which may be a camper, for the use of the occupants of the lot on which the private garage is located. Garages shall meet required yard areas as specified in this Title. Only one (1) garage per dwelling unit shall be allowed, either attached or unattached. Attached shall mean a minimum of a common roof and foundation between the dwelling unit and garage. (Ord. 78-31, 3-5-79; amd. Ord. 80-30, 11-17-80; amd. Ord. 02-25, 1-6-03; amd. Ord. 08-25, 11-3-08)

GOVERNMENTAL UNITS, BOARDS AND OFFICIALS:

- A. The word "Village" shall mean the Village of Morton, Illinois.
- B. The words "Village Board" shall mean the President and Trustees of the Village of Morton.
- C. The words "Plan Commission" or "Planning Commission" shall mean the Village of Morton Plan Commission.
- D. The words "Zoning Enforcing Officer" shall mean the officer designated by the Board of Trustees to enforce the Village of Morton Zoning Ordinance.
- E. The words "Zoning Board of Appeals" shall mean the Zoning Board of Appeals of the Village of Morton.

HEIGHT: See "Building Height." (Ord. 78-31, 3-5-79; amd. Ord. 84-3, 6-18-84)

HOSPITAL: A building having facilities for in-patient nursing care where physicians and other medical professionals diagnose and treat human ailments. (Ord. 78-31, 3-5-79)

HOTEL: A building or structure that: (a) operates, markets itself, and is publicly acknowledged as a provider of guest accommodations, requiring at least four (4) distinct rooms available exclusively for guest use, which may include lodging, food service, apartments, suites, or other living spaces; (b) is staffed for a minimum of 16 hours daily with on-site employees who perform ancillary services necessary for the facility's operation, such as housekeeping and front desk tasks; and (c) adheres to all pertinent off-street parking, fire safety, and life safety requirements as mandated by this Code. The term "Hotel" specifically excludes (a) Bed and Breakfast establishments, and (b) Short Term Vacation Rentals. However, if the lesser of (i) fifty percent (50%) or more of the units in a Multi-Family Dwelling are used as Short Term Vacation Rentals, or (ii) four (4) or more units in a Multi-Family Dwelling are used as Short Term Vacation Rentals, then the building or structure is classified as a "Hotel."

INTERSTATE CORRIDOR: Each and every parcels of land located within the corporate limits of the Village of Morton, which is bounded on any side in any manner by any interstate right-of-way or fifty percent (50%) or more of the area of such parcel is located within five hundred (500) feet of any interstate right-of-way. (Ord. 94-31, 5-15-95; amd. Ord. 17-09, 7-5-17)

KENNEL: A structure for sheltering or keeping cats, dogs, bitches, and puppies for compensation, which either keeps or boards animals not belonging to a family dwelling on the premises, or keeps more than three (3) such animals that are more than six (6) months old.

LANDSCAPED SCREENING: A hedge of trees or shrubs suitable at maturity to visually screen one property from another. The term “landscaped buffers” and “landscape screening” are used interchangeably. See the “Plant Materials For Landscape Screening” section for appropriate plant materials and minimum sizes required. Equivalent materials of equal sizes may be substituted with approval of the Zoning Enforcing Officer. Landscaped screening, where required, must be continuously maintained. (Ord. 78-31, 3-5-79)

LANDSCAPED YARD: See “Yard, Landscaped.”

LIVESTOCK FEEDING: Any operation which stables or confines and feeds or maintains, for a total of forty-five (45) days or more in any twelve (12) month period, a combination of at least fifty (50) animal units, or its equivalency, as defined: (amd. Ord. 06-19, 7-10-06)

<u>Category</u>	<u>Animal Unit</u>
Brood cows and slaughter feeder cattle	1 animal unit
Milking dairy cows	1.4 animal units
Young dairy stock	0.6 animal units
Swine weighing over fifty-five (55) pounds	0.4 animal units
Swine weighing under fifty-five (55) pounds	0.03 animal units

Sheep, lambs, or goats	0.1 animal units
Horses	2 animal units
Laying hens or broilers (facilities with continuous overflow watering)	0.01 animal units
Laying hens or broilers (facilities with liquid manure handling system)	0.03 animal units
Ducks	0.02 animal units

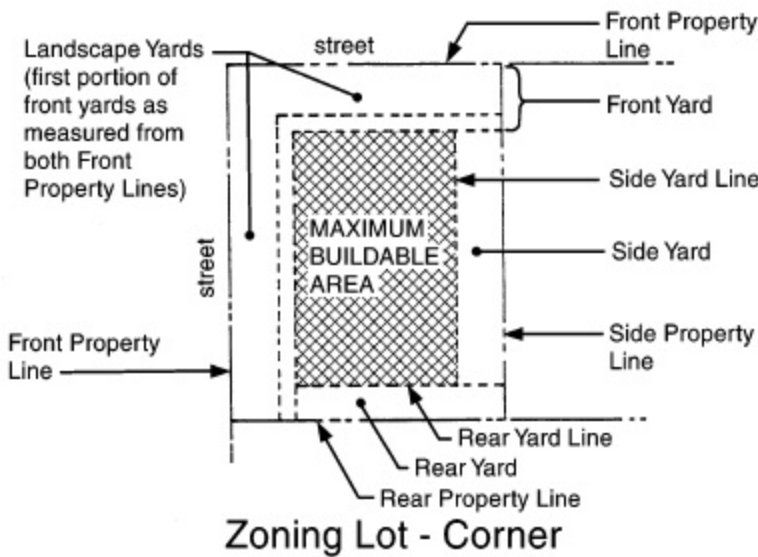
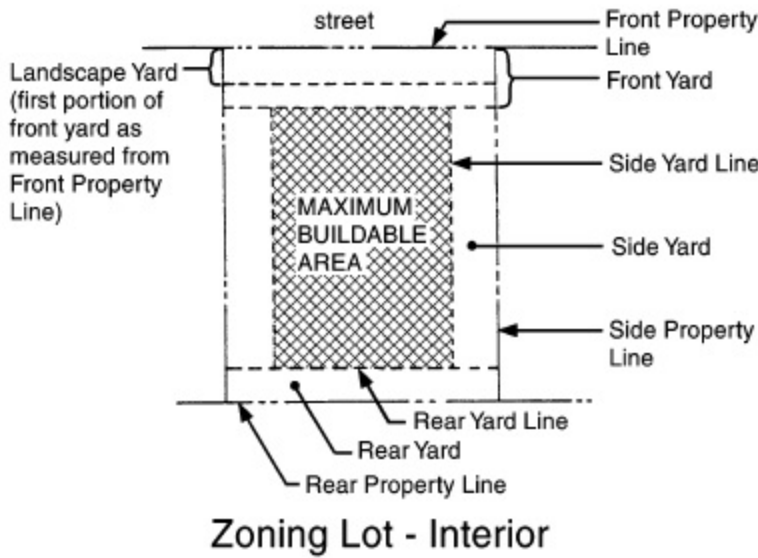
LOADING AND UNLOADING SPACE: See 10-8-7 of this Title.

LODGING HOUSE: See “Boarding House.”

LOT: A portion or parcel of land considered as a unit, devoted to a certain use or occupied by a building or a group of buildings that are united by a common interest or use and the customary accessories and open spaces belonging to the same.

LOT, CORNER: Parcel of land situated at the intersection of two (2) or more streets, or at and abutting the point or abrupt change of a single street where the interior angle is less than one hundred thirty five degrees (135°) and the radius of the street is less than one hundred feet (100’).

LOT, INTERIOR: A lot other than a corner lot and which has lots on either side.



LOT OF RECORD: A lot which is a part of a subdivision, the plat of which has been recorded in the office of the Recorder of Deeds of Tazewell County, Illinois; or a parcel of land described by metes and bounds, the deed or description of which was recorded in the office of the Recorder of Deeds prior to the adoption of this Title. Ord. 78-31, 3-5-79)

MANUFACTURED HOME: A structure, transportable in one or more sections, which, in traveling mode, is eight body feet (8') or more in width or forty body feet (40') or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes plumbing, heating, air conditioning, and electrical systems contained therein. (Ord 98-45, 3-15-99)

MASSAGE: Any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external soft tissues of the body with the hands or with aid of any mechanical, electrical apparatus or appliances or by the application of air, liquid or vapor baths of any any kind, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations used in this practice.

MASSAGE PARLOR: Any establishment that provides massages as the primary means of business. This shall include any establishment having a fixed place of business where any person, firm, association, partnership, or corporation engages in, carries on or permits to be engaged in, carried on any of the activities mentioned in the definition of massage. A Massage Parlor does not include any accredited educational facility that teaches massages therapy or masseuse techniques, nor shall it include any licensed health care facility or establishment of duly licensed doctors. Further, Massage Parlor dos not include salons or physical therapy offices which may offer massages as an incidental activity to other, dominant uses of the premises.

MOBILE HOME: Any portable or mobile vehicle or trailer coach used for residential living purposes temporarily or permanently. For the purpose of this Title, such vehicle shall be classified as a mobile home whether or not its wheels, rollers, skids, or other rolling equipment have been removed, or whether or not any addition thereto has been built on the ground. (Ord. 78-31, 3-5-79; amd. Ord. 82-8, 8-2-82; amd. Ord. 84-9, 9-17-84; amd. Ord. 00-50, 3-5-01)

MOBILE HOME PARK MOBILE HOME COURT: A tract of land meeting the standards of the Tazewell County Health authorities and by the Illinois State Department of Health:

- A. Where one (1) or more trailer coach, manufactured home or mobile home is parked, excepting trailers used exclusively for transporting property as distinguished from persons;
- B. Which is used by the public as parking space for one (1) or more trailer coach, manufactured home, or mobile home. (Ord. 78-31, 3-5-79; amd. Ord. 98-45, 3-15-99)

MODULAR HOME: A building assembly or system of building sub-assemblies, designed for habitation as a dwelling place for one (1) or more persons, including the necessary electrical, plumbing, heating, ventilating, and other service systems, which is of closed or open construction and which is made or assembled by a manufacturer, on or off the building site, for installation, or assembly and installation, on the building site, with a permanent foundation. (Ord. 78-31, 3-5-79; amd. Ord. 82-8, 82-82; amd. Ord. 98-45, 3-15-99)

MOTOR FREIGHT TERMINAL: A structure, facility, or premise for the handling of goods and materials in transit, including the parking, loading, and repairing of commercial motor vehicles. Employee sleeping accommodations shall be considered allowable by special use permit only. (Ord. 82-32, 4-4-83)

NONCONFORMING STRUCTURE: A structure lawfully existing at the time of adoption of this Zoning Ordinance which does not conform to the regulations of the district in which it is located.

NONCONFORMING USE: A use which lawfully occupied a structure or land at the time of adoption of this Zoning Ordinance which does not conform with the regulations of the district in which it is located. For the purposes of this Title, any use lawfully established on the effective date of this Zoning Ordinance which is nonconforming solely by virtue of lacking off-street parking or loading facilities as required hereafter for new uses, shall not be deemed a nonconforming use. (Ord. 78-31, 3-5-79)

NURSERY SCHOOL: A place where preschool education and instructional programs are offered for children. (Ord. 84-1, 5-21-84)

OUTDOOR RECREATIONAL FACILITIES: Facilities including but not limited to miniature golf, driving range, and related activities. (Ord. 86-21, 4-20-87)

PARKING AREA, OFF STREET: An open, hard-surfaced area of land, other than a street or public way, arranged and made available for the storage of private passenger automobiles only, of occupants of the building or buildings for which the parking area is developed and is accessory.

PARKING SPACE: An area to the dimensions and layout as contained in Chapter 8, sufficient to accommodate one (1) automobile, convenient, accessible, and usable at all times without having to move any other vehicle.

PLANNED RESIDENTIAL DEVELOPMENT: A tract of land which is developed as a residential development under single ownership or control and which may not completely conform to all of the regulations of the district regulations.

PLANT MATERIALS FOR LANDSCAPE SCREENING:

- A. Deciduous shrub means a lower story plant that generally will not attain a mature height of more than fifteen feet (15') and usually has a dense branching pattern which is close to ground level. Such plants shed their leaves in winter. Any similar plant that will not attain a mature height of more than one foot (1') will not be regarded as a shrub. Examples include honeysuckle, lilac, forsythia, rose of sharon, and sumac.
- B. Evergreen shrub means a lower story plant that generally will not attain a mature height of more than fifteen feet (15') and usually has a dense branching pattern which is close to ground level. Such plants retain their foliage throughout the year. Any similar plant that will not attain a mature height of more than one foot (1') will not be regarded as a shrub. Examples include douglas arbor-vitae, chinese juniper, swiss stone pine, and irish yew.
- C. Evergreen tree means a tree that retains its foliage throughout the year which generally develops a pyramidal shape and grows to a mature height and spread that is greater than any pyramidal shaped evergreen shrub such as upright junipers and upright arbor

vitae. Examples include spruce, pine, hemlock, and douglas fir.

- D. Intermediate tree means a deciduous plant characterized by a height and/or spread that is generally smaller than that of a shade tree under natural growing conditions. Such plants will shed their leaves and are dormant during the winter. Intermediate trees may have a single trunk or multiple trunk. Examples include bradford pear, crimson king maple, and crab apple.
- E. Shade tree means a deciduous plant which generally creates a tall and wide overhead canopy under nature growing conditions. Such plants will shed their leaves and are dormant during the winter. Shade trees will usually have a single trunk. Examples include oak, hard maple, birch, linden, and beech. (amd. Ord. 00-51, 3-19-01)

PLAY STRUCTURE:

- A. Length is less than forty percent (40%) of average yard width.
- B. Width is less than twenty-five percent (25%) of average yard width.
- C. Interior of enclosed structure may not exceed seven feet, six inches (7'6") in height.
- D. Interior of enclosed structure may not exceed sixty (60) square feet.
- E. Tallest point of structure cannot exceed fourteen feet, six inches (14'6") of the average soil height of the yard.
- F. Enclosed structure may not be insulated.
- G. Enclosed structure may not be used for storage of anything other than toys. Bikes, wagons, tricycles, or other wheeled structures are not considered toys.
- H. Only one (1) enclosed structure is allowed per play structure.
 - I. A play structure may not be placed in or on a concrete foundation; however, posts are acceptable and may be set in concrete.
 - J. Only one (1) play structure is allowed per lot. (Ord. 05-41, 2-6-06)
- K. Shall not include swing sets.

A swing set is defined as follows:

1. Structure constructed of metal, wood, or other materials with swings, a glider, and a slide.
2. Shall be exempt from the building permit process.
3. Shall meet all required setbacks for accessory structures. (Ord. 06-05, 5-1-06)

PORTABLE STORAGE UNITS: Any container, storage unit, shed-like container, or other portable structure that can be or is used for the storage of personal property. (Ord. 07-41, 10-1-07)

RESIDENTIAL TREATMENT CENTER: An establishment, including the operation of a professional pharmacy, and facilities for 24 hour in-patient care, where one or more physicians, psychologists, counselors, or other medical professionals diagnose and treat human physical and/or mental disorders. (Ord. 07-37, 10-1-07)

REST HOME OR NURSING HOME: A home for the aged, chronically ill, or incurable persons in which three (3) or more persons not of the immediate family are received, kept, or provided with food and shelter and care for compensation, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis, treatment, or care of the sick or injured. (Ord. 78-31, 3-5-79)

RETIREMENT CENTER: A building where three (3) or more persons not of the immediate family are lodged for hire and where they may be provided meals, health care, and rehabilitation activities, including physical and occupational rehabilitation services. The center may also provide adult day care and home health care services. (Ord. 84-25, 4-15-85)

RINGELMANN NUMBER: A particular designation of an area on the Ringelmann Chart that coincides most nearly with the visual density of smoke or particulate matter being observed.

SHELTERS/TENTS: Something which has no foundation, metal frame, and which can be used to enclose an area. (Ord. 07-41, 10-1-07)

SHORT TERM VACATION RENTAL: Either a single-family dwelling or specific units within a multi-family dwelling that are rented out for a fee for periods less than 30 consecutive days. This definition includes all types of vacation rentals. The term specifically excludes: (a) units utilized for non-residential purposes, such as educational, health care, retail, restaurant, banquet spaces, event centers, or other similar uses; (b) bed and breakfast establishments, as outlined in Section 2 of the Bed and Breakfast Act; and (c) properties classified as a "Hotel" as per the definition provided in this Section.

SIGNS: Any commercial structure or device for visual communication that is used for the purpose of bringing the subject thereof to the attention of the public, but not including any flag, badge, or insignia of any government or governmental agency, of any civic, charitable, religious, patriotic, fraternal, or similar organization, or any sign indicating address.

SIGNS, ADVERTISING: A sign which directs attention to a business, commodity, service, or entertainment, not exclusively related to the premises where such sign is located or to which it is affixed.

SIGNS, BUSINESS: A sign which directs attention to a business or profession conducted or to a commodity, service, or entertainment sold or offered upon the premises on which such sign is located or to which it is affixed, or an adjoining premises in the case of a shared sign.

SIGNS, TEMPORARY: A non-permanent sign intended to be used for a short fixed period of time, including, but not limited to, political, real estate, construction, barker, and signs announcing a campaign drive or civic event. (Ord. 07-31, 9-4-07)

SOLAR WATER SYSTEM: A solar water system is one which produces domestic hot water. (Ord. 10- 20, 10-4-10)

SPECIAL USES: Any use of land or buildings described and permitted herein in accordance with the procedures of Section 10-10-2 of this Title.

STORY: That portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it. Any portion of a story exceeding fourteen feet (14') in height shall be considered as an additional story for each fourteen feet (14') or fraction thereof. Any basement or cellar with more than one-half (1/2) its height above the established curb level, or above the level of the adjoining ground where curb level has not been established, shall be considered a story for purposes of height measurements.

STORY, HALF: As related to a structure, a basement or cellar level with not more than one-half (1/2) of its height above ground level. As a measurement relating to height limitations of structures other than buildings, half-story shall be seven feet (7').

STREET: A thoroughfare within the right of way which affords the principal means of access to abutting property. A street may be designated as an avenue, a boulevard, drive, highway, lane, parkway, place, road, thoroughfare, or by other appropriate name.

STRUCTURE: Anything constructed or erected which requires location on the ground or is attached to something having location on the ground including, but not limited to, buildings, walls, swimming pools, fences, billboards, signs, stadiums, platforms, radio towers, sheds, storage bins, antenna, and surfacing for vehicle parking and any other surfacing. (Ord. 78-31, 3-5-79)

SUPPORTED LIVING FACILITY: A maximum of four (4) family units may reside in the basement, first floor, and second floor where one (1) or more of the family units requires some form of support or supervision. A family unit is an individual or a married couple, or a descendant of either. (Ord. 14-32, 12-15-14)

SUPPORTED LIVING FACILITY WITH LIMITED COMMERCIAL USE: A supported living facility in which on the first floor there may be programs, including instructional and actual training with equipment for persons with disabilities. Incidental production of and sale of items produced in conjunction with the training is permissible. (Ord. 14-32, 12-15-14)

SWIMMING POOL: Any structure, basin, chamber, or tank containing an artificial body of water for swimming or wading, which is dug into the ground or which sits on the ground (including inflatable structures), and which has a depth of two feet (2') or more at any point. Depth shall be the height of the wall. Any device with a filtration system that is used for swimming or wading, regardless of depth, shall be considered a swimming pool and shall be located in the rear yard. For purposes of this definition, lakes and borrow pits shall not be considered basins. (Ord. 96-39, 3-17-97; amd. Ord. 01-25, 10-1-01)

TASTING ROOM: A room accessory only to a craft brewery where beer manufactured onsite is available on tap.

USE: The specific purpose for which land, a structure, or premises is designed, arranged, intended, or for which it may be occupied or maintained. The term “permitted use” or its equivalent shall not be deemed to include any nonconforming use.

VARIATION: A deviation from the regulations or standards adopted by this Title which the Zoning Board is permitted to grant when strict enforcement would cause undue hardship owing to circumstances unique to the individual property, lot, structure, or premises for which the variance is sought.

WIND ENERGY CONVERSION SYSTEM: A machine that converts the kinetic energy in the wind into a usable form (commonly known as a “wind turbine” or “windmill”). (Ord. 07-04, 5-7-07)

WINERY: An establishment where wine is manufactured onsite and offered for sale at retail for use or consumption onsite or offsite. Not more than fifty thousand (50,000) gallons of wine per year may be manufactured at a specified location for such location to be considered a winery.

YARD: An open space on the same zoning lot with a building or group of buildings which is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted in this Title, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district in which the zoning lot is located.

YARD, FRONT: A yard extending across the full width of the zoning lot and lying between the front line of the lot and the nearest line of a building. Corner lots with property on two (2) intersecting streets shall provide two (2) front yards to meet the front yard requirements set forth herein. Reverse frontage or through lots having access on two (2) non-intersecting streets shall be required to provide a front yard on only one (1) street that upon which the proposed structure is to front unless both streets providing access serve as fronting streets for adjoining properties, in which case, a front yard shall be provided on both streets providing access.

YARD, REAR: A yard extending across the full width of the zoning lot and lying between the rear line of the lot and the nearest line of the principal building.

YARD, SIDE: That part of the yard lying between the nearest line of the principal building and a side lot line and extending from the required front yard (or from the front lot line, if there is no required front yard) to the required rear yard.

YARD, LANDSCAPED: The portion of the front yard a distance in depth as specified herein and right of way upon which the property fronts, or from the edge of the proposed right of way, if the fronting street or street rights of way are less than specified on the Official Map.

ZONING LOT: See “LOT.” (Ord. 78-31, 3-5-79)

SECTION 2: 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. Zoning Permit 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 as otherwise set forth herein. In the R-1 and R-2 zoning district, single family and two-family dwellings for which no special use permit has been awarded for a short term vacation rental shall be exempt from the zoning permit requirement. Short term vacation rentals in the R-1 and R-2 zoning district shall require a zoning permit. ~~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.

B. Zoning Permit Procedure & Enforcement:

1. 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 inappropriate¹. 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.²

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

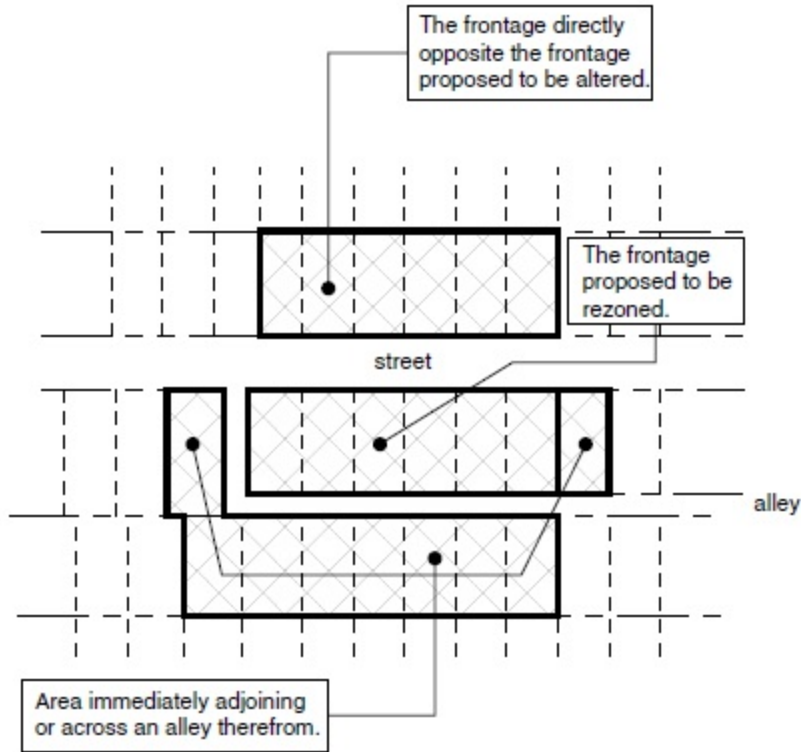
include findings of fact bearing on the decision. Such findings of fact shall relate to matters such as:

- 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 map³ 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.⁴

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)

¹ See Chapter 9 of this Title.

² Section 10-11-7 of this Title.

³ Morton Zoning Map adopted in 10-3-2 of this Title.

⁴ Section 10-10-5 of this Chapter.

SECTION 3: AMENDMENT “10-15-4: Mixed Uses/Residential” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

10-15-4: Mixed Uses/Residential

- A. Dwelling units, not including dwelling units for which a special use permit has been awarded for a short term vacation rental. ~~Residential uses~~ shall be permitted on the second floor or additional floors provided the first floor is retail or office use.
- B. ~~Residential uses~~ Dwelling units, not including dwelling units for which a special use permit has been awarded for a short term vacation rental, shall be permitted on the main floor provided sixty percent (60%) of main floor is used for retail, office or service, and residential space is a minimum of 500 square feet per unit. Street or building frontage must be devoted to the retail component with residence behind. (amd. Ord. 15-16, 2-1-16)

SECTION 4: AMENDMENT “10-5-6: R-4 Multi-Family And Planned Residential Development District” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

10-5-6: R-4 Multi-Family And Planned Residential Development District

- A. Permitted Uses:
 - 1. Any use permitted as a "permitted use" in the R-1 One-Family and Planned Residential Development District, in the R-2 Two-Family and Planned Residential Development District, and in the R-3 Three or Four-Family and Planned Residential Development District.
 - 2. Multi-family dwellings and apartments.
- B. Special Uses:
 - 1. Any use permitted as a "special use" in the R-1 One-Family and Planned Residential Development District, in the R-2 Two-Family and Planned Residential Development District, and in the R-3 Three or Four-Family and Planned Residential Development District.
 - 2. Short Term Vacation Rentals
- C. Required Lot Area and Lot Width: Except for planned residential developments which shall meet the requirements of Section 10-5-8 of this Chapter and for lots of record which shall meet the reduced requirements of Section 10-4-4 of this Title, the following lot area requirements shall apply:

1. Every interior lot multi-family dwelling and residential building hereafter erected or structurally enlarged shall provide a minimum lot width as measured at the building line of one hundred feet (100') and a minimum lot area of the greater of: a) thirteen thousand two hundred (13,200) square feet, or b) two thousand two hundred (2,200) square feet per dwelling unit.
 2. Every corner lot multi-family dwelling and residential building hereafter erected or structurally enlarged shall provide a minimum lot width as measured at the building line of one hundred twenty feet (120') and a minimum lot area of the greater of a) fifteen thousand eight hundred forty (15,840) square feet, or b) two thousand two hundred (2,200) square feet per dwelling unit.
 3. Any lots within one-half (1/2) mile of a livestock feeding operation that is in operation at the time of the platting of the lots, must be one (1) acre in size. (amd. Ord. 06-19, 7-10-06)
- D. Required Yard Area: Every building hereafter erected or structurally enlarged shall provide or maintain the following minimum yard requirements, except for lots of record which shall meet the reduced requirements of Section 10-4-4 of this Title, and except for those general exceptions to yard requirements as outlined in Section 10-4-3 of this Title:
1. Front Yard: No building shall be erected without providing or maintaining a front yard of thirty-five feet (35') unless the depth of the lot is less than one hundred thirty-five feet (135'), in which case the front yard shall be no less than twenty-five feet (25'). In the event the building is constructed in an established area on one side of the street between two (2) intersecting streets that is improved with buildings that have observed a front yard depth which is less than the thirty-five feet (35') or twenty-five feet (25') requirement, then in such established districts, the front yard depth may be the same as, but not less than, the building immediately adjacent to either side of the proposed building.
 2. Side Yard: No building shall be erected without providing or maintaining combined side yards of twenty feet (20'), and a minimum individual side yard of seven feet (7') for buildings or structures up to twenty feet (20') in height. Buildings or structures over twenty feet (20') in height up to forty-five feet (45') in height shall require a minimum individual side yard of fifteen feet (15').
 3. Rear Yard: No building shall be erected without providing or maintaining a rear yard of twenty-five feet (25').
 4. Fences: Ornamental fences, enclosure fences, and chain link fences meeting the required conditions are exempt from the specific yard requirements as noted. Except those fences specifically permitted pursuant to the terms of this section, no other fences shall be permitted within the required yard area.
 - a. Front Yard Fences:
 - (1) Front Yard Fences on Interior Residential Lots: Ornamental fences not exceeding three and one-half feet (3 1/2') in height are permitted within the front yard. Enclosure fences are not

permitted in front yards of interior lots.

(2) Front Yard Fences on Corner Lots: Ornamental fences not exceeding three and one-half feet (3 1/2') in height are permitted in either front yard. An enclosure fence not exceeding six feet (6') in height is permitted in that front yard which the building does not face, providing such front yard enclosure fence is set back from the property line one-half (1/2) the required front yard distance for that district or ten feet (10'), whichever is greater. It is further required that fences respect obstruction to visibility requirements of 10-4-3(I).

b. Side and Rear Yard Fences: Ornamental fences and enclosure fences not exceeding six feet (6') in height are permitted in the side and rear yards. Chain link fences not exceeding four feet (4') in height are permitted in the side and rear yards. (amd. Ord. 08-30, 12-1-08)

5. Parking Lot Light Poles: Parking lot light poles may extend an additional three feet (3') into the required landscaped yard setback

- E. Building Height: No building or structure hereafter erected or structurally enlarged shall exceed two and one-half (2 1/2) stories or thirty-five feet (35') in height, except for those general exceptions to height limitations as outlined in Section 10-4-3 of this Title. Buildings exceeding thirty-five feet (35') in height may be permitted as a special use subject to public hearing and other special permit procedure requirements as outlined in Chapter 10 of this Title. (Ord. 03-44, 03-15-04)
- F. Minimum Square Footage for Single-Family Residences: Any building used as a single-family residence shall contain on the ground floor eight hundred (800) square feet of livable floor space.
- G. Fences: Chain link fences not exceeding four feet (4') in height shall be permitted in the R-4 District in areas outside of the required yard area. Ornamental fences and enclosure fences not exceeding six feet (6') in height shall be permitted in the R-4 District in areas outside of the required yard area. It shall be unlawful for any person to erect, construct, maintain or permit a fence that is constructed of materials that are not specifically manufactured as fencing materials, such as rope, string, galvanized sheet metal, plywood, corrugated metal, or the like. It shall be unlawful for any person to erect, construct, maintain, or permit a fence that is constructed of materials that are intended for agricultural usage or for retaining livestock, such as barbed wire, chicken wire, hog wire, wire fabric, or other similar welded or woven wire fabrics. It shall further be unlawful for any person to construct a fence with slats of any material (including but not limited to metal, fiberglass or bamboo) threaded through a chain link fence. A direct path unobstructed from fencing shall be maintained between the street and the gas meter and water meter electronic reading device.
- H. Parking Regulations: It shall be lawful in this zoning district to park recreational vehicles, campers, boat trailers and/or trailers on a driveway. In addition, it shall be lawful to park a trailer which is not an enclosed trailer in the rear yard on an all-weather, durable and dustless surface, such as an asphalt, interlocking concrete paver, brick or cement pavement surface. No recreational vehicle, camper, boat or trailer shall

be parked in such a manner so as to obstruct, in whole or in part, a sidewalk, alley or street. It shall be unlawful for any person, firm or corporation to park any semitrailer, pole trailer, tow truck, tractor, or truck tractor on any lot in this zoning district. It shall be unlawful to any person to reside, even temporarily, in any recreational vehicle, camper, or trailer in this zoning district. It shall be unlawful to park any recreational vehicle, camper, boat trailer, or trailer in any manner not expressly permitted by this section.

I. Satellite Dishes: A satellite dish, which is defined as a device used for the reception of communications or other signals from orbiting satellites, is permitted subject to the following conditions:

1. Dishes mounted on the ground level shall not exceed a height of twelve feet (12')
2. Dishes mounted on the rooftop or chimney of a structure shall not be greater than two feet (2') in diameter, and the highest point of the dish shall not exceed thirty five feet (35') measured from the top to the curb level
3. The dish shall not contain any lettering other than that placed on same identifying the manufacturer and shall not otherwise be used for the display of messages
4. Ground-mounted dishes shall be reasonably concealed from the view at ground level of adjacent properties on all sides, except to the side which the dish is directed to receive the signal. ON that side the view shall be obscured to the extent possible without interfering with the reception of the signal. Fencing or landscape screening shall be used for such purpose subject to the general requirements for same as provide don other sections of this Code. Any landscape screening that is used must be plated within six (6) months of the date of the installation of the dish and must be continuously maintained. Any landscape screening that is used must be non-deciduous and must be of a minimum height of four feet (4') when planted.
5. A ground-mounted dish shall be considered an accessory use.
6. A satellite dish may be used only if it is permanently affixed to the ground, rooftop, or chimney of a structure. Satellite antenna dishes may not be located or affixed to any moveable object, including but not limited to motor vehicles, trailers or other moveable objects. The use of a satellite antenna dish on a temporary basis is expressly prohibited.

J. Swimming pools: Swimming pools shall be permitted, subject to the following

1. Each swimming pool shall conform to the requirements of an accessory use
2. Surrounding each swimming pool, whether the pool be inground or above ground, there shall be erected an enclosure fence which shall be at least five feet (5') in height. A wall of at least five feet (5') in height is sufficient for one (01) or more sides of the enclosure. A screened-in patio area completely enclosing a pool shall be considered an appropriate enclosure. All existing swimming pools that have an enclosure fence of at least four feet (4') in height and/or walls of a least four feet (4') in height may remain in existence, and no modifications are needed to same. In such cases, such fences or walls may be

repaired or maintained, but they shall not be replaced or moved from their present location.

3. The gates of the required fence shall be self-closing and have self-latching latches placed at least four feet (4') above the ground. The fence shall be so constructed as to not allow a five inch (5") diameter sphere to pass through the fence
 4. No pool shall be filled with water of a depth of two feet (2') or more until the enclosure required by this Section has been provided.
 5. Swimming pools and their required enclosures shall be maintained in a reasonable state of repair and condition. Water shall not be allowed to become stagnant.
- K. Landscaped Buffers or Screening Required: Newly established multi-family uses adjacent to or backing on single-family uses shall provide and continuously maintain on that property line a dense hedge, tree row, or other similar landscape device suitable to visually screen the differing types of adjacent uses from one another.
- L. Accessory Uses or Buildings: Accessory uses and accessory buildings or structures shall be permitted subject to the following
1. They shall be located within the required rear yard.
 2. They shall maintain a side and rear setback of six feet (6') for all lots except corner lots. For corner lots the accessory building or structure shall maintain a setback of twenty feet (20') for any side which abuts a street and six feet (6') for all other sides.
 3. They shall not be established within the territory of an existing Village of Morton easement or other utility easement
 4. There shall not be a limit on the permitted number of accessory structures per lot, except that no two (2) uses shall be identical. For purposes of this limitation, a gazebo shall not be considered an accessory building.
 5. The height of any accessory building or structure shall not exceed thirteen feet (13') or the height of the primary structure, whichever is less.
 6. The following area limitations shall apply to individual accessory structures
 - a. The area of any accessory building shall not exceed 1.6% of the lot area to a maximum of four hundred eighty (480) square feet.
 - b. The area of any ground mount solar system shall not exceed 1.6% of the lot area to a maximum of four hundred eighty (480) square feet. The area of a ground mount solar system shall be calculated by determining the total lot area covered by solar panels when the solar panels are in the position which results in the greatest lot coverage.
 - c. There shall be non limit on the size of any other individual accessory structure, subject however to the limitation on the total lot coverage set forth in this section for all accessory structures.
 7. Any side(s) of an accessory building visible from a public or private street shall be screened as follows: at the time of construction (or if weather requires, no later than six(6) months after construction) two rows of evergreens shall be planted which shall be of a variety which, at maturity, shall grow together when planted ten feet (10') on center, and shall be at least five feet (5') in

height when planted, and which rows shall be staggered or offset so as to maximize screening of the accessory structure. If the rear yard is completely enclosed by a privacy fence six feet (6') in height, then the landscape screening requirement shall be waived. After landscape screening is installed, it shall be maintained at all times.

8. The total area of all accessory structures uses permitted hereunder shall not exceed sixty percent (60%) of the actual rear yard.
9. A garage may replace an existing garage and shall be allowed in areas in which a reduced landscaped yard is allowed subject to the following:
 - a. The garage shall not exceed twenty-four and one-half feet (24 1/2') in width or length
 - b. The new garage cannot be any closer to the rear or side lot line than the existing garage and in no event shall its wall be closer than two feet (2') or its eaves closer than one foot (1') from the side property line.
 - c. Notwithstanding the other provisions of this Chapter, a driveway for a garage which meets the requirements of this subparagraph may be located as close to the side property line as is allowed the garage
10. A play structure shall require a building permit, and shall be a permissible accessory structure subject to the provisions of this Section.

SECTION 5: AMENDMENT “10-6-3: B-2 General Business District” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

10-6-3: B-2 General Business District

A. Permitted Uses:

1. All uses permitted as a “permitted use” in the B-1 Professional Office District.
2. Banks, savings and loans, and other financial institutions.
3. Book and stationery stores.
4. Camera and photographic supply stores.
5. Candy and ice cream stores, including stores where commodities are produced on premises for sale exclusively on the premises.
6. Carpet and rug stores.
7. China and glassware stores.
8. Department stores.
9. Drugstores.
10. Dry cleaning and laundry pick-up stations.

11. Dry goods stores.
12. Electric and household appliance stores, including radio and television sales and repair.
13. Furniture stores, including upholstery when conducted as part of the retail operation and secondary to the principal use.
14. Garden supply stores.
15. Gift shops.
16. Haberdashery.
17. Hardware stores.
18. Hobby shops for retail of items to be assembled or used away from the premises.
19. Hotels
20. Interior decorating shops, including upholstery and making of draperies, slip covers, and other similar articles, when conducted as part of the retail operations and secondary to the principal use.
21. Jewelry stores, including watch repair.
22. Laboratories, medical, and dental research and testing.
23. Laundromats and dry cleaning machines with not more than three (3) employees.
24. Leather goods and luggage stores.
25. Libraries and reading rooms.
26. Liquor, beer, and wine outlets.
27. Musical instruments, sales and repair facilities.
28. Office supply stores.
29. Paint and wallpaper stores.
30. Pet stores, but not including outdoor kennels or runways.
31. Photography studios, including the developing of film and pictures when conducted as part of the retail business on the premises.
32. Post offices.
33. Public meeting halls.
34. Restaurants, tea rooms, and taverns (but not drive-in or drive-through restaurants where food is provided to customers in cars).
35. Sales and display rooms.
36. Shoe stores and shoe repair.
37. Sporting goods store.
38. Supermarkets and retail food stores.
39. Tailor or dressmaking shops.
40. Telegraph, telephone, or utility offices.
41. Temporary outdoor demonstrations and exhibitions of merchandise primarily for outdoor use.
42. Theaters (not drive-ins).
43. Toy shops.
44. Variety shops. (Ord. 78-31, 3-5-79)
45. Printing and publishing having not more than fifteen (15) employees other

- than office and maintenance employees. (Ord. 84-2, 6-18-84)
46. Bed and Breakfast Establishments. (amd Ord. 09-20, 8-3-09)
 47. Esports cafes.
- B. Special Uses: The following uses are permitted subject to the public hearing and other special permit procedure requirements as outlined in Chapter 10 of this Title:
1. Any use permitted as a special use in the B-1 Professional Office District.
 2. Automobile service stations and public garages, including new and used car sales rooms.
 3. Bus depots and cab stands.
 4. Drive-in or drive-through restaurants where food is provided to customers in cars.
 5. Frozen food stores, including locker rental in conjunction therewith.
 6. Funeral homes, mortuaries, and crematories.
 7. Radio and television broadcasting studios and transmitting towers.
 8. Restricted production and repair, limited to the following: art, needlework, clothing, custom manufacturing, and alterations for retail only, jewelry from precious metals, watches, dentures, and optical lenses.
 9. Service, cleaning, or repair shops for personal, household, or garden equipment.
 10. Veterinarian or animal hospital without outdoor kennels or runways.
 11. Food processing and retail sales.
 12. Retail sale of automobile supplies and auto parts. (amd. Ord. 01-28, 11-5-01)
 13. Restaurants, taverns, and similar establishments serving alcoholic liquors with an outdoor eating, drinking, or seating area. (amd. Ord. 08-44, 4-20-09)
 14. Car Washes. (amd. Ord. 13-31, 3-3-14)
 15. Firearm resale shop. (amd. Ord. 17-03, 6-5-17)
 16. Firearm firing range. (amd. Ord. 17-03, 6-5-17) Special Uses: The following uses are permitted subject to the public hearing and other special permit procedure requirements as outlined in Chapter 10 of this Title:
 17. Brew pub.
 18. Craft brewery.
 19. Winery.
 20. Massage Parlor
- C. Required Yard Area: Every building hereafter erected or structurally enlarged shall provide the following yard requirements, except for lots of record which shall meet reduced requirements of Section 10-4-4, and except for those general exceptions to yard requirements as outlined in Section 10-4-3:
1. Front Yard: The front yard shall be equal to the building height but in no case less than twenty five feet (25) unless the exception set forth in Section 10-4-3 {G} applies, and in the instance such exception applies the required front yard shall be equal to the building height but in no case less than eighteen feet nine inches {18'9"}).
 2. Side Yard: The side yard shall be a minimum of ten feet (10') for buildings of two and one-half (2 1/2) stories or less, unless an existing adjoining property

provides no side yard, in which case the property need provide no side yard. Ten foot (10') side yard is minimum required side yard for buildings of two and one-half (2 1/2) stories or less where buildings are separated. For unattached building of more than two and one-half (2 1/2) stories, the side yard shall be increased five feet (5') for each story or portion of story above two and one-half (2 1/2) stories.

3. Rear Yard: The rear yard shall be not less than eight feet (8').
 4. Fences: Ornamental and enclosure fences meeting the required conditions are exempt from the specific yard requirements as noted.
 - a. Ornamental fences not exceeding six feet (6') in height are permitted within the front yard. Enclosure fences are not permitted in front yards.
 - b. Ornamental and enclosure fences not exceeding six feet (6') in height are permitted in the side and rear yards. (amd. Ord. 08-30, 12-1-08)
 5. Pavement: Access walks, drives and parking areas not encroaching on the landscaped front yard shall be no closer than 10 feet (10') to the side property line and eight feet (8') to the rear property line. Landscape screening shall be required whenever pavement is closer than the building setback line.
 6. Parking Lot Light Poles: Parking lot light poles may extend an additional three feet (3') into the required landscaped yard setback., All outdoor lighting in any business or industrial district shall be installed so that lighting throw does not fall beyond any property line.
 7. Noise-Emitting Mechanical Equipment. On properties adjacent to residential districts, mechanical equipment emitting noise such as air-conditioning compressors and similar equipment emitting noise such as air-conditioning compressors and similar equipment may be located in side or rear yards but in no case any closer than twelve feet (12') to the side yard property line of the adjacent property, and in all instances so installed and directed to be of minimum annoyance to the adjacent property. Back-up generators may be located in side or rear yards but in no case closer than six feet (6') to the side yard property line of the adjacent property.
- D. Building Height: No building shall be erected or enlarged to exceed a height of two and one-half (2 1/2) stories or thirty five feet (35'), except for those general exceptions to height limitations listed in Section 10-4-3. Buildings of up to five (5) stories or seventy feet (70') in height may be permitted as a special use subject to the public hearing and other special permit requirements as outlined in Chapter 10 of this Title.
- E. Required Off-Street Parking And Loading: Required off-street parking and loading shall be provided as outlined in Chapter 8 of this Title. (Ord. 78-31, 3-5-79). All drives,, parking and loading areas shall be hard surfaced with bituminous concrete or concrete.
- F. Required Construction Area And Composition: A building which is erected or enlarged shall conform to the following:

1. It shall rest upon footing or foundation. This shall not be construed to prohibit pole buildings or post frame buildings if set in concrete.
 2. It shall have sanitary facilities which comply with all other requirements of the Morton Municipal Code. This provision shall not apply to those buildings used exclusively for storage or warehousing.
- G. Interstate Corridor: In the event the property is located within an interstate corridor, then the required lot size, required yard area, and driveways and parking areas, shall be as set forth in Title 10, Chapter 4, Subsections 7(B) and (C). The provisions of Title 10, Chapter 4, Subsection 7(G) shall also apply. (Ord. 94-31, 5-15-95)
- H. Landscaped Buffers or Screening Required: Newly established business uses adjacent to or backing on property zoned in the residential districts shall provide and continuously maintain on that property line a dense hedge, tree row, or other similar landscape device suitable to visually screen the differing types of adjacent uses from one another.

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 from and after the required approval and publication according to law.

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

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

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Zo M. Evans, Village Clerk, Village
of Morton

VILLAGE OF MORTON
ORDINANCE 24-_____

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the Village of Morton, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village of Morton may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village of Morton desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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: Use of groundwater as a potable water supply is prohibited.

Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use as a potable water supply, groundwater from all depths within the property areas shown on Figure 1, attached hereto and incorporated herein by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly applies to the Village of Morton.

SECTION 2: Penalties

Any person violating any provision of this ordinance shall be subject to a fine of up to \$500.00 for each violation.

SECTION 3: Definitions

“Person” is any individual, partnership, co-partnership firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 4: Repealer Clause All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed. parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION 5: Severability Clause If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION 6: Effective date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Ayes:

Nays:

Absent:

Abstain:

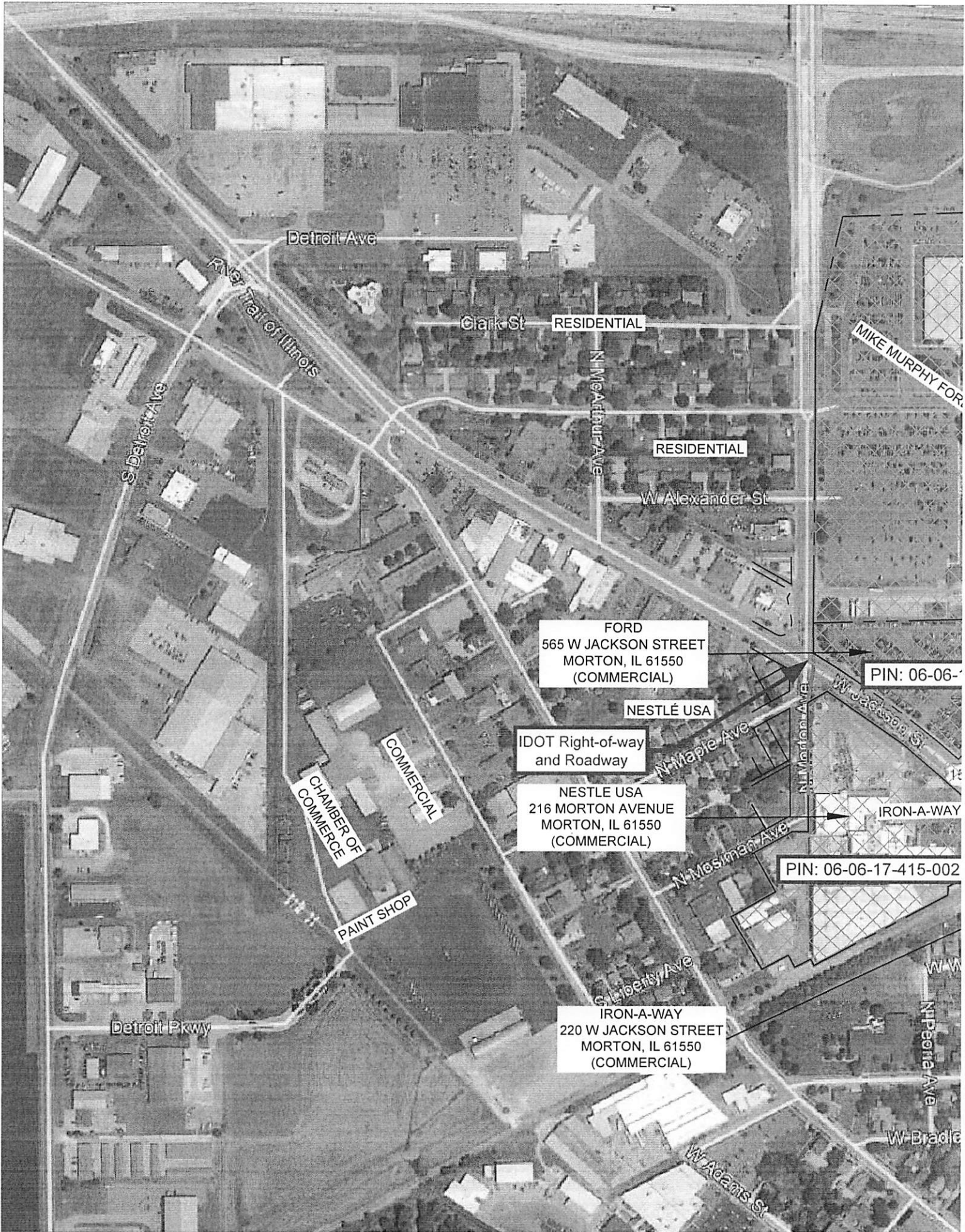
PASSED AND ADOPTED BY THE VILLAGE OF MORTON PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS THIS ____ of _____, 2024.

Presiding Officer

Jeffrey L. Kaufman, Village President

ATTEST:

Zo M. Evans, Village Clerk



Detroit Ave

River Trail of Illinois

Clark St RESIDENTIAL

N Dearborn Ave

RESIDENTIAL

W Alexander St

FORD
565 W JACKSON STREET
MORTON, IL 61550
(COMMERCIAL)

PIN: 06-06-

NESTLÉ USA

IDOT Right-of-way
and Roadway

NESTLE USA
216 MORTON AVENUE
MORTON, IL 61550
(COMMERCIAL)

IRON-A-WAY

PIN: 06-06-17-415-002

CHAMBER OF
COMMERCE

COMMERCIAL

PAINT SHOP

N Maple Ave

N Madison Ave

S Liberty Ave

IRON-A-WAY
220 W JACKSON STREET
MORTON, IL 61550
(COMMERCIAL)

Detroit Pkwy

W Adams St

Nipponia Ave

W Bradley

MIKE MURPHY FOR

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1 PLAN COMMISSION OF THE VILLAGE OF MORTON, ILLINOIS

2 DATE: March 25, 2024

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
8 Mr. Jeff Keach
9 Ms. Kara Knepp
10 Mr. Phil Zobrist
11 Mr. Grant Barton
12 Mr. Pat McGrath
13 Mr. Craig Loudermilk
14 Mr. Craig Hilliard
15 Mr. John Cirilli
16 Mr. Justin Hale

17 MR. KEACH: I'll call this meeting of the
18 Plan Commission of the Village of Morton to order,
19 Monday, March 25th, 2024. Can we have a roll call,
20 please.

21 MR. LOUDERMILK: Yes. Aupperle.

22 (No response.)

23 MR. LOUDERMILK: Absent. Barton.

MR. BARTON: Here.

MR. LOUDERMILK: Cirilli.

MR. CIRILLI: Here.

MR. LOUDERMILK: Geil.

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(No response.)

MR. LOUDERMILK: Keach.

MR. KEACH: Here.

MR. LOUDERMILK: Knepp.

MS. KNEPP: Here.

MR. LOUDERMILK: Ritterbusch.

MR. RITTERBUSCH: Here.

MR. LOUDERMILK: Yordy.

(No response.)

MR. LOUDERMILK: Zobrist.

MR. ZOBRIST: Here.

MR. LOUDERMILK: We have a quorum.

MR. KEACH: All right. I would like to
welcome John Cirilli to our board, the plan
commission. This is his first meeting, so welcome,
John.

We have to approve the minutes from the
previous meeting. Anybody have any comments or
motions to approve?

MS. KNEPP: I'll make a motion to approve.

MR. BARTON: I'll second it.

MR. KEACH: We have a motion and a second.

All in favor say aye.

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ALL IN UNISON: Aye.

MR. KEACH: So, tonight, we just have one
item on the agenda. It's a public hearing, and we
typically have our counsel read what a public hearing
is all about, so we're going to do that right now.

MR. McGRATH: Thank you. A public hearing
is being held tonight pursuant to published notice.
Any person wishing to address the plan commission
regarding this matter will be afforded the opportunity
to do so. They'll give their testimony under oath or
affirmation administered by our court reporter.

At the conclusion of the public hearing,
Planning Commission will make a recommendation;
Planning Commission makes recommendations only. The
Village Board is responsible for taking final action
on these matters.

MR. KEACH: Thank you, Mr. McGrath. So the
item on the public hearing docket this evening is an
ordinance making amendments to Title 10 of the Morton
Municipal Code regarding hotels and short-term
vacation rentals. And so we probably should have a --
this is being proposed by the village, so either Craig
or Mr. McGrath will --

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MR. McGRATH: I can speak to that on the
village's behalf, and Craig can supplement with
anything else he has to offer.

This is a long ordinance in terms of the
number of pages here. Really what the ordinance seeks
to do is modernize our zoning code and provide
provisions applicable to sort-term vacation rentals
like Airbnbs or Vrbos. It also cleans up a couple
dated concepts from our current code.

So our current code defines multiple-family
dwellings to include a phrase called "apartment
hotels," which we've proposed to stricken. Instead,
we're defining a definition of hotels specifically and
scheduling hotels as a use in the business district.

What we're also doing by this ordinance is
defining a short-term rental and scheduling that on
the list of the uses as well. That's scheduled on the
list of uses in the proposed ordinance to be an R-4
use, so it would be -- I got to get my notes in front
of me here -- it would be an available use in the R-4
district as a special use.

So before any new short-term vacation rental
is established after this ordinance becomes effective,

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1 if it is adopted, there would have to be a hearing
 2 before they're awarded a special use permit.
 3 In addition, we have current provisions in
 4 our code that require the issuance of a zoning permit.
 5 It's been a relatively new initiative. It's been
 6 intended to help the Village document current uses,
 7 make sure the uses are in conformity with the zoning
 8 code.
 9 It also provides an opportunity for most
 10 uses, other than single-family residential uses, for
 11 there to be a life safety inspection. And so the
 12 ordinance, as drafted, would require a life safety
 13 inspection for a short-term vacation rental, even
 14 located -- even those that are already existing within
 15 the R-1 and R-2 zoning district, so that's important
 16 from a life safety standpoint.
 17 And Justin Hale is here on behalf of the
 18 fire department. He can provide anything more he
 19 feels appropriate to talk about the life safety side.
 20 So that's really the ordinance in a
 21 nutshell. We worked together, administrative staff
 22 and myself, to best define hotel and establish a
 23 distinction between a hotel and short-term rental.

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1 MR. KEACH: Okay. Is there anybody from the
 2 public who would like to speak to this issue tonight
 3 to the plan commission? Okay, sir.
 4 MR. SEIBERT: I'd like to say a few words.
 5 MR. KEACH: Okay. You may approach our --
 6 (Witness sworn.)
 7 MR. KEACH: So if you can please state your
 8 name and address before you speak, that would be
 9 great.
 10 MR. SEIBERT: My name is Shawn Seibert. I
 11 actually reside -- I have property in Morton, but I
 12 reside in Washington at 148 Camelin Drive. I own
 13 property on Main Street. I have some not only
 14 traditional rental property, but I also have some
 15 Airbnb or short-term rentals, Vrbo, oftentimes they're
 16 called.
 17 So my wife and I have been operating these
 18 short-term rentals for about three years now. So I
 19 thought -- I just happened to stumble across the
 20 announcement today, and I thought I would swing by and
 21 at least this evening provide some -- answer
 22 questions. I know it's kind of a topic that some of
 23 us don't know much about.

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1 I've been doing rentals since 2017 in the
 2 City of Morton, so I have traditional rentals, so I
 3 kind of understand the difference between the two, the
 4 challenges, at least between traditional rentals and
 5 the short-term rentals. I also have commercial
 6 property in Washington, so I kind of have an idea of
 7 some of the differences and how to approach this
 8 concept.
 9 So I don't have necessarily any prepared
 10 message, but I certainly am willing to answer
 11 questions. And I have also contacts in Peoria, Peoria
 12 Heights, East Peoria, so I kind of have an idea of
 13 what other communities have done in terms of kind of
 14 rules and some regulations and some registration, and
 15 so I might have a few ideas that might help. I don't
 16 know how much discussion has gone on before. I just
 17 became aware of this today, so I'm more than happy to
 18 answer those questions if anybody has any specific
 19 questions.
 20 I will say that when it comes to Airbnb --
 21 I'll use Airbnb, I guess, as the synonym for
 22 short-term rentals, but I use both, Vrbo as well. I
 23 have the two locations here close to Downtown Morton,

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1 and my experience has been actually a pretty positive
 2 experience. I've learned a lot from doing short-term
 3 rentals.
 4 I'm a physician by trade, and so I work at
 5 Illinois Cancer Care. So this is kind of a side issue
 6 that I've been involved in so I've learned a lot about
 7 at least the rental end of it, but I do all the work
 8 myself between answering calls, guests coming in, I
 9 manage everything on an app. And so it's easy to do
 10 for a couple of different rental properties, but I
 11 think more than that it can be challenging.
 12 So basically Airbnb has a very strict policy
 13 in terms of people coming in in terms of you can see
 14 if they have a background, if they have -- if they
 15 have rented before, and so I think that oftentimes the
 16 individual, since this is your home that you have and
 17 this is your property that you have, you really --
 18 just like a traditional rental, you don't want someone
 19 damaging your property.
 20 It's the same concept. It's really no
 21 different. The only difference is you actually get to
 22 kind of screen the person a little bit better, and you
 23 get to look at the background to see if they've had

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1 any complaints or anything. You don't have to choose
 2 -- you can say, no, I'm not interested in the
 3 short-term rental, so you do have some flexibility
 4 there.
 5 If -- you know, most times it's a
 6 self-regulated community, where individuals, if they
 7 have a good track record, they want to keep a good
 8 track record, and so they want to keep their ratings
 9 high. They want to keep their ratings high, and, as a
 10 renter or an owner, I want to keep my "superhost"
 11 status.
 12 So that just means that I have a -- you
 13 know, it's very hard to get that "superhost" status
 14 where you actually -- you have nice things available
 15 to them. You have silverware, pots, you know, things
 16 you need if you're coming for a wedding or family
 17 vacation or something like that, so I've tried to
 18 accommodate that.
 19 And so at the same time, you have the risks,
 20 you know, that you're letting the person -- it's much
 21 like renting a property. If you don't do a good
 22 background check, you can get into trouble. I think
 23 they do a pretty good job. If there's any complaints

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1 of any activity, parties, drug activity, any
 2 complaints whatsoever, one complaint gets you kicked
 3 off the app.
 4 So they really do a pretty good job of
 5 regulating that, in my opinion. You know, oftentimes
 6 I've found that traditional rentals can be even more
 7 challenging because, if someone's causing problems,
 8 you can't necessarily have them vacate the premises
 9 unless go through the court issues and stuff like
 10 that.
 11 So I found that it's -- it works pretty well
 12 if you're an engaged member and you're actually
 13 participating. So I guess with that, I guess I don't
 14 have any other comments, but if there's any specifics
 15 or anything, I mean, I can kind of go through. I
 16 don't want to keep going on here, but if there are
 17 specifics that are pertinent, I know what the other
 18 communities have done, so I can open it up if anybody
 19 has any questions.
 20 MR. KEACH: Does anybody have a question for
 21 our --
 22 MS. KNEPP: Yeah. Would you say the demand
 23 is pretty consistent in Morton, or is there more

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1 demand than Airbnbs can handle in this town?
 2 MR. SEIBERT: Well, I think if you're a
 3 capitalist and you're actually wanting to let the
 4 market kind of dictate, I think there's a limited
 5 supply in Morton. I don't think -- this isn't, you
 6 know, Fort Myers, Florida. There's only so many
 7 people that come to Morton.
 8 An example, I have people visiting their
 9 mother in nursing homes; people coming back for the
 10 disc golf tournament, which has now gotten to be quite
 11 popular in Morton in the summer, so I get a lot of
 12 guests for that, which helps the community. I have
 13 family members just coming and visiting. So mainly
 14 the individuals that I meet are families coming here
 15 to come back. They live in Colorado; they've moved
 16 away; they come back; they're visiting family for a
 17 week.
 18 Summertime, a little bit more disc golf,
 19 stuff like that, but I found that as we gain more --
 20 and I think when I first started maybe three years
 21 ago, there were maybe three places in town. There
 22 weren't that many. I seemed a little busier. So,
 23 now, it seems a little bit slower.

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1 Eventually, as the market saturates, I think
 2 you'll probably -- and I think we're close to that. I
 3 think we're probably not going to see that much more
 4 growth because there's not the business there.
 5 So I think there's only so many people
 6 coming to Morton. Yeah, you're going to get the
 7 Pumpkin Festival, but there's only so many days that
 8 you can operate.
 9 So that's a good question. I wondered that.
 10 When I first started it, I had no idea, but I do think
 11 it provides a service for those people wanting to come
 12 to Morton, and they spend money. They go over to the
 13 coffee shop on Main Street -- what is it? -- 430
 14 Scones, I think, or something like that. They go down
 15 the street or they go to Dollar General, and they go
 16 to the restaurants. So I do know they spend some
 17 money in town.
 18 MR. KEACH: Okay. Thank you. Is there
 19 anyone else who would like to speak this evening?
 20 Okay. I see none, so based on that, we'll close the
 21 public input, public hearing part of this, and we'll
 22 just discuss it as a board.
 23 So you gave a great summary there,

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1 Mr. McGrath, and just in a nutshell, it sounds like
 2 the Morton ordinance would do short-term vacation
 3 apartments in R-4.
 4 MR. McGRATH: As a special use.
 5 MR. KEACH: As a special use. And from this
 6 point forward, from the point of that ordinance being
 7 passed, that would be the only way you could have a
 8 short-term vacation rental.
 9 MR. McGRATH: Yeah. There's probably
 10 between 20 and 30 properties now that would become
 11 lawful nonconforming uses, so those uses could
 12 continue under the same regulations. Lawful
 13 nonconforming uses, they would have to go through life
 14 safety inspections per the amendments to the
 15 ordinance, but, otherwise, those uses would be allowed
 16 to continue under that existing regulation; but, past
 17 that, no new short-term vacation rentals could be
 18 established outside of R-4 as a special use.
 19 MR. KEACH: So this does not take anything
 20 away from anybody who's currently doing it right now
 21 unless they can't meet the safety regulations.
 22 MR. McGRATH: Correct. They would be
 23 permitted to continue to operate.

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1 MR. LOUDERMILK: In R-4, if I could add,
 2 that would only allow, per dwelling, the lesser of 50
 3 percent of the units, or four, the way it's written.
 4 And I think that's kind of that definition between
 5 hotels versus apartments, and I know Justin has dealt
 6 with that too to where -- I mean, I don't want to
 7 speak for you, but the different occupant types.
 8 MR. HALE: If we started doing 100 percent
 9 of an apartment building, you're looking more at a
 10 hotel, which would be needing to meet stricter
 11 requirements from a life safety code, so we want to
 12 try to make sure we're not crossing a line there.
 13 MS. KNEPP: Okay. So talking about the life
 14 safety aspect, so if I look at an Airbnb in Nashville,
 15 sometimes they have a lot of bunk rooms or a lot of
 16 rooms where they allow for higher density than, say,
 17 probably the normal resident in Morton would have. If
 18 you were to look at an Airbnb, not in an apartment
 19 setting but in a residential setting, would there
 20 be -- would that impact that somehow?
 21 MR. HALE: Basically, we would look for
 22 smoke detectors, carbon monoxide detectors, having a
 23 fire extinguisher, and basically the means of egress,

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1 making sure you can get out, that you're not
 2 somewhere --
 3 MS. KNEPP: You're not making a closet a
 4 bedroom.
 5 MR. HALE: Tucked in a basement somewhere
 6 where you shouldn't be.
 7 MR. LOUDERMILK: Or if a you're a hotel and
 8 you have it all, then probably sprinkler.
 9 MS. KNEPP: Sprinkler, right.
 10 MR. HALE: Fire alarms.
 11 MR. KEACH: So I had a question. Our guest
 12 was talking about the apps that you can -- that he
 13 uses, Vrbo and Airbnb, but one of the things that
 14 maybe this ordinance wouldn't protect Morton from is
 15 people who don't use the app -- don't use an app, you
 16 know, because, you know, there's -- you don't
 17 necessarily have to use an app to have a short-term
 18 vacation rental. Right? So the vetting of the
 19 residents may not be quite as easy. It might be --
 20 nobody is going to get bumped off the app if they're
 21 not using an app.
 22 MR. LOUDERMILK: I don't know if it was
 23 mentioned by you, Pat. A short term would be 30 days

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1 or less. Basically 31 days, you're free to rent your
 2 home to whoever.
 3 MS. KNEPP: Right. So we don't have any
 4 regulations currently for longer-term rentals?
 5 MR. LOUDERMILK: Now, to be clear, we have
 6 had some issues, but in R-1, that is single family, so
 7 that's where we've had some to where, you know, you're
 8 renting a part of your house. Correct, Pat? So just
 9 to be clear, that's single family, and then our code
 10 defines what a single family is, so you can't have a
 11 room in your house and rent that out either.
 12 MR. McGRATH: Correct. The 30 days
 13 coincides with the hotel/motel tax, which is collected
 14 by statutes; that's collected on stays of 30 days or
 15 less. So this parallels with other regulations the
 16 village has in place to distinguish between a
 17 short-term stay and a non-short-term stay at that
 18 30-day mark, but we don't have a comprehensive local,
 19 you know, rental control that addresses land or tenant
 20 issues for longer-term rentals.
 21 MR. ZOBRIST: Is there any kind of
 22 oversight or control to how many people show up to be
 23 in one of these? I mean, is there an occupancy total

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1 that goes along? In the existing ones, there's
 2 probably no type of oversight in that type of thing.
 3 MR. McGRATH: We have code provisions that
 4 deal with maximum occupation, and without drilling
 5 into them, I can't tell you exactly what they are, but
 6 I know in international codes, which we've adopted,
 7 there's provisions that limit how many people you can
 8 have in a residence. We had a prior code enforcement
 9 violation, I recall, where there was a roofing
 10 contractor who had all of his, you know, 15 to 20
 11 people in a 3-bedroom house, and those issues came up
 12 in that case.
 13 So there is some regulation. The difficulty
 14 when you have transit occupancy is the -- in all
 15 probability, the speed at which the Village could
 16 intervene is much lower -- our window to intervene
 17 would be after the people have gone, frankly, but we
 18 do have some regulation to that effect.
 19 MS. KNEPP: I do think when I've stayed at
 20 Airbnbs in the past, there's an occupancy limit on the
 21 listing, right, and usually there's cameras that are
 22 making sure that you're adhering by those rules. Now,
 23 I don't know who decides what that occupancy is on the

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1 listing, most likely the owner of the house or
 2 whatever.
 3 I don't know. I mean, I like to stay at
 4 Airbnbs when I go places. I like somebody coming into
 5 Morton and being able to stay at an Airbnb. I don't
 6 really see Morton as a place that they're throwing
 7 these giant parties that would be burdensome to the
 8 neighborhood or the community. I look at the downtown
 9 area or the mixed-use area as an opportunity there to
 10 bring in people to go to businesses in the area, so I
 11 don't know that I like the code the way it is written.
 12 I do feel like there's opportunity to have some
 13 oversight and some regulations put in place, but I
 14 think going to R-4 only is maybe too restrictive.
 15 MR. LOUDERMILK: I think as staff, and
 16 internally, as we looked at it, I'll be honest, I was
 17 conflicted like you, Kara. And I'll just be honest,
 18 you know, we got to be consistent too. So if we allow
 19 it, it's looking at my own house and all your houses,
 20 and, really, where do we stand with that too, so, you
 21 know, whether you want it in R-1 and R-2.
 22 I am a village engineer. I deal with
 23 parking a lot, which most people hate. I've dealt

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1 with it in front of this board, but I think parking is
 2 a concern, I think, of all of us.
 3 When this is written, when you look at R-1
 4 and R-2, you know, you allow it on one side of a
 5 duplex with a shared drive and the other owner of the
 6 duplex doesn't have a say in that, and, you know, we
 7 talk about occupants, but people come, you know, for a
 8 family reunion, whatever; where do people park, what
 9 happens on weekends, stuff like that.
 10 I think that's some of the background is,
 11 you know, when this was developed is looking at a lot
 12 of those things. When it all shook out, we didn't see
 13 the positive in -- I mean, I understand -- I think we
 14 all understand the Vrbo's when we go places to stay in
 15 them, but I just wanted to point out some of those
 16 things that we really looked at.
 17 And with Justin being here tonight,
 18 especially in the R-4, being, you know -- what we've
 19 proposed here too is that everything would be a
 20 special use also. So it also comes in front of you
 21 and the board, and we could go through some of those
 22 things, but, I mean, Justin intends to go in every one
 23 of them, even in R-4, to make sure they meet the code,

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1 which is a challenging thing, not just in R-4 these
 2 days. Meeting the most recent codes is not easy.
 3 We're fortunate to have Justin alongside us as we go
 4 forward.
 5 MR. KEACH: I'm surprised there are that
 6 many of them in Morton already. Did you say 30?
 7 MR. McGRATH: I have a spreadsheet that is
 8 current within the last few months, but I would say
 9 we're between 20 and 30.
 10 MR. KEACH: And how are they regulated right
 11 now? They're not?
 12 MR. LOUDERMILK: And that's why we're here
 13 tonight. We have to do something.
 14 MR. KEACH: I think it's good to have
 15 something in place.
 16 MR. ZOBRIST: I'm not opposed to the R-4 so
 17 much as that I think I would have to come down on the
 18 side of a single-family residence, R-1 or R-2. When
 19 you bought your home, you made an investment. You're
 20 raising your family, and all at once you find out five
 21 years into your residential stay in this neighborhood
 22 that the house next to you has become a Vrbo
 23 short-term rental.

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1 I don't see that as being fair to the people
 2 that have made a commitment to a neighborhood
 3 understanding that they didn't have that and probably
 4 didn't even realize it could be that. So I'm going to
 5 probably lean to protecting those people with that
 6 investment ahead of the situation, so I'm probably
 7 okay with an R-4.
 8 MS. KNEPP: So what about the mixed use for
 9 downtown? So you take --
 10 MR. ZOBRIST: I like that.
 11 MS. KNEPP: That area, I feel like, it isn't
 12 as residential. It's a busier area in general.
 13 MR. KEACH: But that's not included in this
 14 ordinance, is it?
 15 MR. McGRATH: This ordinance as drafted
 16 would not permit short-term rentals in the mixed use
 17 district.
 18 MR. LOUDERMILK: Essentially we have one
 19 mixed-use property in town per the mixed-use overlay,
 20 which would go through you guys too. Just to make
 21 sure we're clarifying what mixed use means, Jefferson
 22 is the only mixed use in town right now, and I think
 23 the only one that's really had interest or applied in

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1 my time here.
 2 MR. KEACH: What about the one across the
 3 street? Isn't that a mixed use building?
 4 MR. LOUDERMILK: Across the street?
 5 MR. KEACH: Yeah. It's above Pete's.
 6 MR. LOUDERMILK: I don't think that went
 7 through the mixed use.
 8 MR. KEACH: Oh, it didn't? Okay.
 9 MR. LOUDERMILK: I don't believe so.
 10 MR. KEACH: I think it would be a -- this is
 11 my opinion: I think it would be good to get an
 12 ordinance on the books. We can always examine it and
 13 change it to be more lenient if we see -- I mean,
 14 we've got a sample of -- how many did you say?
 15 MR. McGRATH: Between 20 and 30. I pulled
 16 up my notes, and this list as of -- it's a couple
 17 months old. 23.
 18 MR. KEACH: So we have a track -- we'll have
 19 a track record of how it goes -- you know what I mean?
 20 -- and the kinds of things that we need to regulate,
 21 you know, for lack of a better word, if we do get more
 22 lenient that can go into R-3 or R-2 or whatever.
 23 MR. LOUDERMILK: And mixed use would have to

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1 go through you guys anyway, and special uses could be
 2 addressed at that time, what those people were
 3 interested in.
 4 MR. KEACH: And those special uses actually
 5 send notifications to people who are neighbors so that
 6 they can come and weigh in on it, which is good. Any
 7 other questions for the Village? If not, I would
 8 welcome a motion on anyone's part.
 9 MR. RITTERBUSCH: I'll make a motion that we
 10 adopt the changes as presented to us in this revision.
 11 MR. ZOBRIST: I'll second.
 12 MR. KEACH: We have a motion and a second.
 13 Roll call.
 14 MR. LOUDERMILK: Zobrist.
 15 MR. ZOBRIST: Yes.
 16 MR. LOUDERMILK: Ritterbusch.
 17 MR. RITTERBUSCH: Yes.
 18 MR. LOUDERMILK: Knepp.
 19 MS. KNEPP: Yes.
 20 MR. LOUDERMILK: Keach.
 21 MR. KEACH: Yes.
 22 MR. LOUDERMILK: Cirilli.
 23 MR. CIRILLI: Yes.

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1 MR. LOUDERMILK: Barton.
 2 MR. BARTON: Yes.
 3 MR. LOUDERMILK: Motion passes.
 4 MR. KEACH: Okay. And that's the end of our
 5 regular agenda. Is there any other business we need
 6 to talk about, Mr. Loudermilk?
 7 MR. LOUDERMILK: I have nothing to add
 8 tonight.
 9 MR. KEACH: Okay. Well, I'd look for a
 10 motion to adjourn then.
 11 MS. KNEPP: I'll make a motion --
 12 MR. BARTON: Go ahead.
 13 MS. KNEPP: I'll make a motion to adjourn.
 14 MR. BARTON: Second.
 15 MR. KEACH: And a second. All in favor say
 16 aye.
 17 ALL IN UNISON: Aye.
 18 (Meeting adjourned at 7:29 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 28th day of March, A.D. 2024.

12

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