

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, ILLINOIS
7:00 P.M.
MONDAY, JUNE 15, 2026
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 – June 1, 2026
 - B. Approval of Bills
- VIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA**
- IX. VILLAGE PRESIDENT**
 - A. Approval of \$15,000 for Morton Fireworks Display (\$30,000 total cost split with Park District).
- X. VILLAGE CLERK**
- XI. VILLAGE ADMINISTRATOR**
 - A. Building Improvement Grant Recommendations – 100 S. Main (The Glover-Smith Group) and 101 S. Main (Amy & Ryan Jones).
- XII. CHIEF OF POLICE**
- XIII. CORPORATION COUNSEL**
 - A. Resolution 05-27 – A Resolution Authorizing Sale of 508-512 S. First Ave, Morton Illinois to Cristol S. Klicker.
- XIV. DIRECTOR OF FIRE AND EMERGENCY SERVICES**
 - A. Waive Formal Bidding and Acceptance of Proposal from Stryker for the Purchase of Two Stryker Expedition Stair Chairs in the Amount of \$34,439.28.
- XV. DIRECTOR OF PUBLIC WORKS**
- XVI. ZONING AND CODE ENFORCEMENT OFFICER**
 - A. Ordinance 27-07 – An Ordinance Making Amendments to Chapter 6 of Title 8 of the Morton Municipal Code Regarding Unmaintained and Uncontrolled Landscape Areas and Foliage.
- XVII. VILLAGE TRUSTEES**
 - A. Trustee Blunier
 - B. Trustee Cirilli
 - C. Trustee Hilliard
 - D. Trustee Leitch
 - E. Trustee Menold
 - F. Trustee Parrott
- XVIII. CLOSED SESSIONS**
- XIX. CONSIDERATION OF MATTERS ARISING FROM CLOSED SESSIONS**
- XX. ADJOURNMENT**

**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING
7:00 P.M., JUNE 1, 2026**

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

PUBLIC HEARINGS – None

PRESENTATIONS – None

PUBLIC COMMENT – None

CONSENT AGENDA

- A. Approval of Minutes.
 - 1. Regular Meeting – May 18, 2026
- B. Approval of Bills

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

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6
No: None
Absent: None

DIRECTOR OF PUBLIC WORKS

DPW Loudermilk presented Resolution 04-27 – A Resolution Authorizing Local Match to Federal Proposal for Main Street Multi-Use Path Project. He noted this authorizes the Village to seek federal grant funds through PPUATS for a 10-foot-wide concrete path along the west side of Main Street from N. Nebraska Ave. to E. Courtland St. The Resolution commits the Village to a 20% local funding match in an amount of not less than \$160,000.00. During discussion, it was explained that the total grant request is for \$640,000. Trustee Hilliard moved to approve. Motion was seconded by Trustee Cirilli and approved with the following roll call vote:

Yes: Blunier, Cirilli, Hilliard, Leitch, Menold, Parrott – 6
No: None
Absent: None

ADJOURNMENT

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

ATTEST:

PRESIDENT

VILLAGE CLERK



Memo

To: President and Board of Trustees
From: Business District Commission
Date: June 11, 2026
Re: Building Improvement Grant Recommendation

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

Applicant	Property Address	Total Project Cost	Amount Recommended by BDC	Summary of Work
The Glover-Smith Group	100 S. Main	\$21,489	\$10,000.00	Install signs on 2 sides of building, remove existing landscaping and replace.
Amy & Ryan Jones	101 S. Main	\$42,063	\$10,000.00	Replace approx.. 300 bricks, tuckpoint, and paint exterior. Remove brick from previously bricked-in window and add new window.

The Commission is asking for your approval of this recommendation.

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

Thank you!

RESOLUTION NO. 05-27

A RESOLUTION AUTHORIZING SALE OF 508-512 S. FIRST AVE, MORTON ILLINOIS TO CRISTOL S. KLICKER

WHEREAS, the Village of Morton now owns certain property commonly known as 508-512 S. First Ave., Morton Illinois (“Subject Property”, which property is unimproved

WHEREAS, Cristol S. Klicker has offered to purchase the Subject Property from the Village of Morton under such terms as are set forth in Exhibit A attached hereto, and;

WHEREAS, the Village of Morton has determined that the proposal is in the best interest of the Village of Morton; and

WHEREAS, the proposed offer to purchase the foregoing described real estate is at a price not less than 80% of the certified appraised value pursuant to an appraisal obtained by the Village of Morton; and

WHEREAS, pursuant to 65 ILCS 5/11-76-4.1 the Village President and Village Clerk as staff of the Village of Morton are hereby directed to sell the real estate that is the subject of this Resolution as set forth within this Resolution.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Morton as follows:

1. The President and Board of Trustees of the Village of Morton find as facts the recitals hereinabove set forth.
2. The offer to purchase as set forth on Exhibit A attached hereto is hereby accepted by the President and Board of Trustees of the Village of Morton, and the signature of the Village President thereon is hereby ratified.
3. The Village President is further authorized to execute an amendment or addendum to the attached contract to extend the closing date for a reasonable period of time not to exceed 30 days.
4. Upon satisfaction of the terms of the aforesaid contract and upon the payment in the manner provided in said contract, the President is hereby authorized and directed to convey and transfer the aforesaid real estate to by a proper deed of conveyance, stating therein the aforesaid consideration, and the Village Clerk is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the Village of Morton.

5. The President and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.
6. This Resolution has been approved by a vote of at least two-thirds of the corporate authorities now holding office, and this Resolution shall be in full force and effect from and after its passage and publication.

PASSED AND APPROVED at a meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this ____ day of _____, 2026; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2026.

President

ATTEST:

Village Clerk

CONTRACT FOR THE SALE OF REAL ESTATE

Seller: Village of Morton 120 N. Main St. P. O. Box 28 Morton, IL 61550	Buyer: Cristol Klicker 344 S. Glenn Ave. Morton, IL 61550
Phone: 309-266-5631	Phone: 217-761-4942
Email:	Email: cristol@genhkids.org cristol.klicker@icloud.com
Seller's Attorney: McGrath Law Office, P.C. Patrick B. McGrath 1600 S. Fourth Ave., Suite 137 Morton, IL 61550	Buyer's Attorney:
Phone: 309-266-6211	Phone:
Fax: 309-266-6988	Fax:
Email: pmcgrath@mcgrathpc.com realestate@mcgrathpc.com	Email:

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

THIS CONTRACT is entered into between VILLAGE OF MORTON, hereinafter referred to as **SELLER**, and, CRISTOL KLICKER, hereinafter referred to as **BUYER**, who agree as follows:

1. **DEFINITIONS:** For the purposes of this Contract, capitalized terms shall have the meaning set forth in this Section, unless the context clearly requires otherwise
 - a. ***“Subject Property”*** means the real estate commonly known as **508-512 S. First Avenue and 203, 205 and 207 E. Birchwood St., Morton, IL 61550** assigned P.I.N. **06-06-20-228-006** and legally described as follows **SEC 20 T25N R3W YORDYS ADDN LOT 17 (EXC ST ROW) NE 1/4**. The exact legal description shall be furnished after title commitment is received and will be based upon title commitment.
 - b. ***“Closing Date”*** means on or before **June 12, 2026**.
 - c. ***“Escrow Agent”*** means **JBN TITLE SERVICES, INC.**

2. **PRICE AND PAYMENT:** That SELLER agrees to sell the Subject Property to BUYER, who agrees to pay **\$27,500.00** therefor in the manner following: **\$1,000.00** (down payment inclusive of earnest money) upon the execution of this Agreement to be held by the Escrow Agent in escrow until closing and the remainder as required by the agent on or before the Closing Date and on receipt of deed.

3. **FINANCING:** This Contract is not subject to BUYER obtaining financing.

4. **EVIDENCE OF TITLE:** That not less than fourteen (14) days before the Closing Date, SELLER will furnish BUYER a written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then SELLER shall have until date for delivery of deed to correct such defects. Owners' title policy, in amount of the purchase price for said premises, will be paid for by the SELLER and issued to BUYER after delivery of deed.
5. **DEED AND POSSESSION:** That SELLER will cause fee simple title to said real estate to be conveyed to BUYER, or to such party as BUYER may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to BUYER upon payment being made as herein provided, on or before the Closing Date. SELLER shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to BUYER.
6. **RISK OF LOSS:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that SELLER shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated through the date before closing, and by allowance of SELLER'S share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. All transfer taxes shall be paid by SELLER.
8. **ENCUMBRANCES:** Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. SELLER'S obligation to obtain mortgage release shall continue until release is obtained and recorded. Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.
9. **TOXIC OR HAZARDOUS WASTE:** SELLER is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Pollution Control Board or any other governmental entity with regard to toxic or hazardous waste problem with the property.
10. **INSPECTIONS:** BUYER shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear expected).
11. **SELLER'S WARRANTIES:** SELLER hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:

- a. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act.
 - b. Additional Warranties: The property that is the subject of this contract is sold "AS IS" with no warranties or guarantees of any kind. The property has been inspected by BUYER and BUYER is satisfied with its existing condition. The purchase price that has been agreed upon reflects the fact that the property has been sold "AS IS."
12. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:
- a. Both SELLER and BUYER agree to comply with the requirements of the Real Estate Settlement Procedures Act
 - b. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular
 - c. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.
 - d. The property that is to be sold through this Contract is not subject to the Residential Real Property Disclosure Report form due to the fact that the property is not residential real property within the meaning of the Residential Real Property Disclosure Act or in the alternative, is specifically excepted from a disclosure pursuant to Section 15 of said Act.
 - e. Time is of the essence of this Contract.
 - f. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
 - g. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
 - h. SELLER shall provide reasonable access to BUYER and BUYER'S representatives for purposes of inspections, if any, and appraisals.
 - i. The BUYER is not purchasing the property to be owner occupied. This information shall be used by the SELLER'S attorney to prepare the required P-TAX form.
13. **ESCROWEE:** The parties agree that Escrow Agent is hereby designated as escrowee for the purposes of any escrow created or hereafter required in connection with this Contract. escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction. In the event the Escrow Agent is an attorney for BUYER or SELLER, the parties hereto waive any conflict of interest presented.
14. **NOTICES.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney or to the party if not represented by

counsel. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

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

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

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

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

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

BUYER:

CRISTOL KLICKER

Date: _____

[The remainder of this page is intentionally left blank]

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

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

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

SELLER:

VILLAGE OF MORTON

By: _____
JEFFREY L. KAUFMAN, Village President

Date: _____

[The remainder of this page is intentionally left blank]



Morton FD Xpedition

Quote Number: 11313180

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1
Prepared For: MORTON FIRE DEPT
Attn:

Division: Medical
Rep: David Lee
Email: david.lee1@stryker.com
Phone Number: 217-414-7232

Quote Date: 05/22/2026

Expiration Date: 08/20/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MORTON FIRE DEPT	Name:	MORTON FIRE DEPT	Name:	MORTON FIRE DEPT
Account #:	20066489	Account #:	20066489	Account #:	20066489
Address:	300 W COURTLAND ST MORTON Illinois 61550-1409	Address:	300 W COURTLAND ST MORTON Illinois 61550-1409	Address:	300 W COURTLAND ST MORTON Illinois 61550-1409

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	625705550002	6257 XPEDITION HIGH CONFIG	2	\$15,862.44	\$31,724.88
2.0	650700450301	ASSEMBLY, BATTERY CHARGER	2	\$1,277.56	\$2,555.12
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	2	\$29.64	\$59.28
Equipment Total:					\$34,339.28

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$100.00
Grand Total:	\$34,439.28

Comments:

IPMG MEMBER PRICING

Prices: In effect for 30 days

Terms: Net 30 Days



Morton FD Xpedition

Quote Number: 11313180

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: MORTON FIRE DEPT

Rep:

David Lee

Attn:

Email:

david.lee1@stryker.com

Phone Number:

217-414-7232

Quote Date: 05/22/2026

Expiration Date: 08/20/2026

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

VILLAGE OF MORTON
ORDINANCE 27-07

**AN ORDINANCE MAKING AMENDMENTS TO CHAPTER 6 OF TITLE 8 OF THE
MORTON MUNICIPAL CODE REGARDING UNMAINTAINED AND
UNCONTROLLED LANDSCAPE AREAS AND FOLIAGE**

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

SECTION 1: **ADOPTION** “8-6-1: Definitions” of the Morton Municipal Code is hereby *added* as follows:

ADOPTION

8-6-1: Definitions(*Added*)

- A. Managed Natural Landscapes.** A planned, intentional, and maintained planting of native or non-native grasses, wildflowers, forbs, ferns, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plants. Managed natural landscapes do not include turf-grass lawns left unattended for the purpose of returning to a natural state. Managed natural landscapes may include plants and grasses that are in excess of eight inches (8") in height and have gone to seed but may not include any noxious weeds and must be maintained.
- B. Ornamental Plants.** Grasses, perennials, annuals, and ground covers purposely planted for aesthetic reasons.
- C. Tuff-grass.** Any of type of grass grown to form turf, such as and including, but not limited to, Kentucky bluegrass and perennial ryegrass, not including noxious weeds.
- D. Meadow Vegetation.** Grasses and flowering broadleaf plants that are native to, or adapted to, the State of Illinois, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.
- E. Rain Gardens.** A native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of stormwater, standing water, and accompanying pollutants entering streams, lakes, and rivers, usually consisting of deep-rooted vegetation adapted to periodic inundation and drought, not including noxious weeds.

SECTION 2: **AMENDMENT** “8-6-4: Growth Prohibited” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-6-~~45~~: Growth Prohibited

SECTION 3: AMENDMENT “8-6-6: Abatement; Lien” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-6-~~67~~: Abatement; Lien

SECTION 4: AMENDMENT “8-6-7: Payment And Release” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-6-~~78~~: Payment And Release

SECTION 5: AMENDMENT “8-6-8: Penalty For Violation” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-6-~~89~~: Penalty For Violation

SECTION 6: AMENDMENT “CHAPTER 8-6 WEEDS” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

CHAPTER 8-6 WEEDS; VEGETATION MANAGEMENT

SECTION 7: AMENDMENT “8-6-1: Weeds Declared A Nuisance” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-6-~~12~~: ~~Weeds Declared A Nuisance~~ Nuisance Vegetation

The Village of Morton hereby finds and declares that the following vegetation conditions constitute public nuisances, and are unlawful within the Village of Morton:

- A. Any weeds or noxious vegetation, including but not limited to jimson, burdock, ragweed, thistle, cocklebur, or other weeds of a like kind, found growing in any lot or tract of land in the Village
- B. Any grass, weeds, or other vegetation maintained or permitted to grow in violation of the heigh limitations set forth in this Chapter
- C. Any landscaped area, including turf-grass lawns, meadow vegetation, managed natural landscapes, rain gardens, or ornamental plantings, that is left unattended, unmanaged, or unmaintained in violation of the maintenance standards set forth in this Chapter; and
- D. Any prohibited plant species, including barberry bushes and mulberry trees, as regulated herein.

SECTION 8: AMENDMENT “8-6-2: Height” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-6-~~23~~: Height

It shall be unlawful to permit any weeds, grass, or plants other than trees, bushes, flowers, vegetables, or other ornamental plants to grow to a height exceeding eight inches (8”) anywhere in the Village; and any such plants or weeds exceeding such height are declared to be a nuisance. (1944 Code, Sec. 394; amd. Ord. 96-40, 4-7-97) Vegetation that is not actively maintained in compliance with the landscape maintenance standards set forth in this Chapter shall not be deemed ornamental plants for purposes of this Section.

SECTION 9: AMENDMENT “8-6-3: Barberry Bushes” of the Morton Municipal Code is hereby *amended* as follows:

AMENDMENT

8-6-~~34~~: ~~Barberry Bushes~~ Landscape Maintenance Standard

~~It shall be a nuisance and unlawful to plant or permit the growth of the bush of the tall, common, or European Barberry, further known as Berberis vulgaris or its horticultural varieties, within the Village. (1944 Code, Sec. 395; amd. Ord. 96-40, 4-7-97)~~

- A. The provisions of this Section apply to all landscaped areas within the Village, including but not limited to turf-grass lawns, meadow vegetation, managed natural landscapes, rain gardens, and ornamental plantings, regardless of how such vegetation is characterized by the property owner.
- B. All landscaped areas shall be actively maintained and shall not be left unattended, unmanaged, or unmaintained so as to grow in an uncontrolled manner.
- C. All landscape material shall be maintained in a healthy condition. Any plant material, including shrubs, trees, and groundcovers, that has died, is in decline, or is supporting less than fifty percent (50%) healthy leafy growth shall be removed or replaced.
- D. Landscaped areas shall not encroach onto any adjoining public or private property, or onto any public sidewalk, street, or alley.
- E. Any landscaped area that fails to comply with the standards of this Section shall be deemed weeds or nuisance vegetation for purposes of this Chapter and shall be subject to enforcement, abatement, lien, and penalty provisions as provided herein.

SECTION 10: **AMENDMENT** “8-6-5: Authority To Abate” of the Morton Municipal Code is hereby *amended* as follows:

A M E N D M E N T

8-6-~~5~~:6 Authority To Abate

In the event any property is in violation of this Chapter the Village may, at its discretion, cut any weeds, grass, or plants, other than trees, bushes, flowers, vegetables, or other ornamental plants and assess the cost to the owner of the property and file a lien against the property as provided in this Chapter. Vegetation that is deemed a nuisance pursuant to Sections 8-6-1 or 8-6-3 shall not be considered ornamental plants for the purpose of this Section. (Ord. 90-1, 6-4-90; amd. Ord. 96-40, 4-7-97)

SECTION 11: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 12: **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 13: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from TEN DAYS 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 Cirilli	_____	_____	_____	_____
Trustee Hilliard	_____	_____	_____	_____
Trustee Leitch	_____	_____	_____	_____
Trustee Menold	_____	_____	_____	_____
Trustee Parrott	_____	_____	_____	_____
President Kaufman	_____	_____	_____	_____

Presiding Officer

Attest

Jeffrey L. Kaufman, Village President,
Village of Morton

Sam Ritthaler, Village Clerk, Village
of Morton