

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
OCTOBER 14, 2020
7:00 P.M.**

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes September 23, 2020
4. Approval of Warrant List
5. Public Comment
6. Approval of FY20 Audit

7. Ordinance 20-17 Industrial Conditional Use
235 E. Oak Street
8. Resolution 20-29 Contract for Administrative Intern Services
9. Request for Payment Payment #1 Non-MFT Annual Street and Alley Improvement Program
10. Request for Payment Payment #1 TIF Related 2020 Street and Alley Improvement Program .
11. Report of Mayor
12. Report of Trustees:
S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
D. Togliatti
13. Report of Village Clerk
14. Report of Village Attorney
15. Report of Village Engineer
16. Report of Chief of Police
17. Report of Village Administrator
18. Adjourn

This meeting will be conducted by audio or video conference without a physically present quorum of the Village of Coal City Village Board because of a disaster declaration related to COVID-19 public health concerns affecting the Village. The Mayor has determined that an in-person meeting with all participants at Village Hall, 515 S. Broadway, Coal City, Illinois is not practical or prudent because of the disaster. The Mayor, Village Trustees, Village Clerk, and Village Attorney will not be physically present at the Village Hall, if attendance is unfeasible due to the disaster. Physical public attendance at Village Hall may be limited or not feasible, so alternative arrangements for public access to participate and hear the meeting are set forth below.

Members of the public can participate in four ways:

1. Attend the meeting at the Village Hall, which will be open to the public for the meeting with appropriate social distancing safeguards in place.
2. Leave a voicemail comment in advance of the meeting by calling 815-634-8608. The prerecorded comment will be played during the virtual meeting up to a maximum of 3-minutes. The deadline to submit this voice mail is 12:00 p.m. on Tuesday, October 13, 2020.
3. Send an email to pnoffsinger@coalcity-il.gov. These emailed comments will be read by the Village Clerk up to a maximum of 3-minutes. The deadline to submit this is 12:00 p.m. on Tuesday, October 13, 2020.
4. Participation in the meeting remotely via *Zoom* video conference. Space is limited and citizens must indicate they intend to participate in this manner by notifying the Village Clerk by 12:00 p.m. on Tuesday, October 13, 2020 and indicate whether they intend to participate in public comments. Participants will receive a maximum of 3 minutes for public comment at the meeting.

The meeting will also be audio recorded and made available to the public, as provided by law.

COAL CITY VILLAGE BOARD EXECUTIVE SESSION MEETING

WEDNESDAY

OCTOBER 14, 2020

**(IMMEDIATELY FOLLOWING THE REGULAR
VILLAGE BOARD MEETING)**

AGENDA

1. Call executive session to order
2. Approval of Executive Session Minutes per ILCS 5 120/2(c)(21)
3. Adjourn

Coal City Village Hall
515 S. Broadway, Coal City, Illinois

This Executive Session meeting will be conducted without a physically present quorum of the Coal City Village Board because of a disaster declaration related to COVID-19 public health concerns affecting the Village. The Mayor has determined that an in-person meeting with all participants at Village Hall, 515 S. Broadway, Coal City, Illinois is not practical or prudent because of the disaster. The Mayor, Village Trustees, Village Clerk, and Village Attorney will not be physically present at the Village Hall, if attendance is unfeasible due to the disaster.

1. The Executive Session of the Coal City Village Board will not be open to the public.
2. Participation in the meeting remotely via *Zoom* video conference. To participate in this manner notify the Village Clerk by 12:00 p.m. on Tuesday, October 13, 2020 and indicate whether they intend to participate in the Executive Session of the Coal City Village Board.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2020

RE: FY20 AUDIT ACCEPTANCE

The Village Board annually receives an audit to be assured the finances of the Village are being expended according to the annual budget plan and the cash on hand balances against the fund reserves reported within the Village's financial system. A Finance Committee Meeting was convened to review the Audit in depth. The largest matter confronting the Board is its current cash position in light of remaining in wait for matching capital funds to offset the expenditures for the S. Broadway Reconstruction project in light of delayed general fund receipts in the current fiscal year due to property taxes having gone out later than planned.

Brian Zabel will be on hand to present the Report to the Village Board.

Recommendation:

Accept the FY20 Audit as presented.



Brian Zabel & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

1040 West Route 6 • Morris, IL 60450

Phone: (815) 941-9833

Fax: (815) 941-9835

INDEPENDENT AUDITOR'S REPORT

To the Village Mayor
and Board of Trustees
Village of Coal City, Illinois

We have audited the accompanying financial statements of governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Village of Coal City, Illinois, (the Village) as of and for the year ended April 30, 2020, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Coal City, Illinois, as of April 30, 2020, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual fund financial statements and schedules, and supplemental data, are presented for purposes of additional analysis and are not a required part of the financial statements. The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

The supplemental data section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Brian Zabel & Assoc. P.C.
BRIAN ZABEL & ASSOCIATES, P.C.
Certified Public Accountants

Morris, Illinois
August 31, 2020

Village of Coal City
Management's Discussion and Analysis
April 30, 2020

This section of the Village of Coal City's (the "Village") Financial Report (AFR) presents Management's Discussion and Analysis (MD&A) of the Village's financial activities during the fiscal year ended April 30, 2020. It is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the Village's financial activity, (3) identify any material deviation from the financial plan (the approved budget), and (5) identify fund issues or concerns. This narrative is offered as a means to allow the reader a better understanding of the accompanying financial statements.

Financial Highlights

- The assets of the Village of Coal City exceeded its liabilities at the close of the most recent fiscal year by \$45,207,829 (net position). Net position increased by \$319,288 during fiscal year 2020.
- The Village's total assets decreased by \$839,414 during the fiscal year ending April 30, 2020. Governmental net position increased \$385,025.
- As of the close of the current fiscal year, the Village of Coal City's governmental funds reported combined ending fund balances of \$2,228,934, a decrease of \$604,981 in comparison with the prior year. Approximately 29% of this total amount, \$654,917, is available for spending at the government's discretion (unrestricted, unassigned fund balance).
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$883,145 or 24% of General Fund expenditures.

Financial Statement Structure

The discussion and analysis are intended to serve as an introduction to the Village of Coal City basic financial statements. The Village of Coal City's basic financial statements are comprised of three components:

(1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The very end of the report also contains required supplementary information regarding the bonds issued by the village.

Government-Wide Financial Statements

The government-wide financial statement, found on pages 4-6, are designed to provide readers a broad perspective of the Village's finances, in a manner similar to a private-sector business. This is done by consolidating all of the Village's financial activity into one set of financial statements. The *statement of net position* (pages 4-5) presents information on all of the Village's assets and liabilities, with the difference between the two reported as *net position*. The focus of the Statement

(See independent auditor's report)

of Net Position (the "unrestricted Net Position") is designed to be similar to bottom line results for the Village and its governmental and business-type activities. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus. Over time, increases or decreases in net position might serve as a useful indicator of whether the financial position of the Village of Coal city is improving or deteriorating.

The *statement of activities* (page 6) presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave) and is focus on both the gross and net cost of various activities (including governmental and business-type), which are supported by the Village's general taxes and other resources. This is intended to summarize and simplify the user's analysis of the cost of various government services and/or subsidy to various business-type activities.

The Governmental Activities reflect the Village's basic services, including police, public works, highways and streets, culture and recreation, and general administration. Property taxes, shared state sales taxes, local telecommunications taxes, and shared state income taxes finance the majority of these activities. The Business-Type Activities reflect private sector-type operations (Water Fund); where the fee for service typically covers all or most of the cost of operation including depreciation.

Fund Financial Statements

The fund financial statements begin on page 7 and run through page 18. A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Village of Coal City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Fund Financial Statements allow the demonstration of sources and uses and/or budgeting compliance associated therewith. Traditional users of governmental financial statements will find the Fund Financial Statements presentation more familiar. The focus is now on major funds, rather than fund types. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar

(See independent auditor's report)

information presented for *governmental activities* in government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Village maintains 10 individual governmental funds; 5 major funds and 5 nonmajor funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Government Fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, Debt Service Fund, TIF Fund, SSA Fund, and Capital Improvements Fund, which are considered to be major funds. Data from the other five governmental funds are combined into a single, aggregated presentation referred to as Nonmajor Funds. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The Village adopts an annual budget for its general fund. Budgetary comparison schedules have been provided to demonstrate compliance with the budget.

The basic governmental fund financial statement can be found beginning on page 7 of this report.

Proprietary Funds. The Village of Coal City maintains three major proprietary funds. *Enterprise funds* are used to report the same functions presented in Business-type Activities in the Government-Wide Financial Statements. The Village has three major enterprise funds, the Water and Sewer Fund, the Garbage Fund, and the Sewer Infrastructure Improvement Fund.

Proprietary fund Financial Statements (pages 14-16) provide the same type of information as the Government-Wide Financial Statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer Fund, the Garbage Fund, and the Sewer Infrastructure Improvement Fund, which are considered major funds of the Village and are presented in separate columns in the Fund Financial Statements.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resource of those funds are not available to support the Village of Coal City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 17 and 18 of this report.

Notes of the Financial Statements

The notes to the financial statements provide information essential to the full understanding of the data provided in the Government-Wide Fund financial Statements. These notes to the financial statements can be found immediately following the Basic Financial Statements section of the report beginning on page 19.

(See independent auditor's report)

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* including the general fund budgetary schedules and data concerning the Village's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found immediately following the notes to the financial statements beginning on page 49.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village of Coal City, assets exceeded liabilities by \$45,207,829 as of April 30, 2020.

By far the largest portion of the Village of Coal City's net position (99%) reflects its investment in capital assets (e.g. land, buildings, machinery, and equipment); less any related debt used to acquire those assets that is still outstanding. The Village of Coal City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Village of Coal City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

At the end of the current fiscal year, the Village of Coal City is able to report positive balances in two of the three categories of net position, both for the government as a whole, as well as for its governmental activities. Business-type activities reported positive balances in all three of the categories.

The Village's total net position increased by \$319,288 during the fiscal year. Governmental net position increased \$385,025. Business-type net position decreased \$65,737.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2020

RE: CONTINUANCE FOR INDUSTRIAL CONDITIONAL USES AT OLD PAPER MILL INDUSTRIAL BROWNFIELD SITE

John Trotter, the owner of 235 E. Oak Street aka Paper Mill Properties was provided certain limited conditional uses upon the property in 2017 in order to conduct a gravel manufacturing/concrete recycling operation on a limited basis. The Village Board's conditional use approval for the necessary conditional uses came with limitations setting up certain "seasons," which were limited time periods the conditional uses could take place. Their adoption were provided in order to allow Mr. Trotter to prepare the property for sale for future industrial tenants. To date, approximately half of the property – its southern portion has reached its intended topographical height.

In light of the utilization of the property during the past few years, Mr. Trotter would like the Village Board to consider recommending the property be utilized for the same purpose for an extended amount of time. Much like the past approval, the current Conditional Use that had been recommended for adoption contains a number of limitations in light of the extension for the crushing of material at this location.

This petition was the subject of a public hearing at the last Planning & Zoning Board Meeting. None of the adjacent neighbors who were provided the required notice came and spoke concerning the request. There was one resident of Coal City who spoke against the conditional use due to their concerns with the release of particulates in the air and the additional noise pollution that could occur in the area of the Intermediate School. The P&Z Board discussed these items and found the petitioner to have addressed such concerns and found the limited timeline for the requested operation to assist with the concerns brought forward. Mr. Trotter's petition was then recommended unanimously for adoption by the Village Board.

Recommendation:

Adopt Ordinance No. _____: Allowing for the Continuance of Certain Industrial Conditional Uses for a Limited Time at the old paper mill site, aka 235 E. Oak Street.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE CONTINUING A CONDITIONAL USE TO THE ZONING CODE
ALLOWING FOR THE HAULING, STORING, AND PROCESSING OF MATERIAL AT
235 E. OAK STREET**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
DAVIS SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2020

ORDINANCE NO. _____

**AN ORDINANCE CONTINUING A CONDITIONAL USE TO THE ZONING CODE
ALLOWING FOR THE HAULING, STORING, AND PROCESSING OF MATERIAL AT
235 E. OAK STREET**

WHEREAS, an application for conditional uses provided in Section 156-230 of the Village of Coal City Zoning Code ("Zoning Code") was filed by property owner Paper Mill Investments, LLC ("Applicant") on September 16, 2020 for the continuation of conditional uses at 235 E. Oak Street; and

WHEREAS, Section 156-112 sets forth Conditional Uses for Industrially-zoned property within Table 9 of the Village Code; and

WHEREAS, Applicant seeks approval of a conditional use permit authorizing the hauling of concrete debris to and storage of same on the subject property and crushing the concrete onsite for recycling into CA-6 road mix and coarse aggregate 3" minus (cumulatively, "Aggregate Processing") to grade the subject property and for sale; and

WHEREAS, the subject property is zoned I-1 and the proposed uses constitute conditional uses on the property pursuant to Village Code Chapter 156, Table 9, Use Group AA, No. 30 – Gravel Manufacturing, and Use Group AA, No. 40 – Outdoor storage associated with any permitted or conditional use in the district; and

WHEREAS, a public hearing was properly noticed and duly held on October 5, 2020; and

WHEREAS, subsequent to the public hearing, the Zoning Board of Appeals made certain findings of fact, set forth herein, and positively recommended to the Board of Trustees the approval of a conditional use permit allowing for the hauling, storage, and processing of material on Applicant's property, subject to compliance with certain conditions set forth herein; and

WHEREAS, Article XI of Chapter 156 and Section 156-27 permits the Village Board to approve Conditional Uses in accordance with the Village Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City have reviewed the petition, a transcript from the public hearing, the Zoning Board of Appeals' written findings of fact and recommendation, the applicable legal standards and Village Zoning Code criteria governing conditional uses, and hereby concur with said findings and recommendation of the Zoning Board of Appeals, finding and determining that it is in the best interests of the Village to grant the requested conditional use approval, subject to and contingent upon compliance with the conditions set forth in this ordinance.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Findings of Fact. Furthermore, the Board of Trustees finds the following regarding the petitioner's request for a certain conditional uses:

1. **Traffic.** The intended traffic pattern for deliveries to and from the property shall utilize an existing road constructed according to the State of Illinois requirements and shall not bring overweight loads to or from the property. The restricted hours of business for the location will ensure trucks access the property at the most highly visible times of the day.
2. **Environmental Nuisance.** The intended use of the property shall comply with the Village's Performance Standards provided within Section 156-205, which sets forth the standards concerning noise, vibration, smoke, particulate matter, toxic matter, odor, glare, heat, and radioactive material. Limits upon the hours of operation are included in the conditions to assist in abiding by the noise performance standards; a limitation upon the equipment allowed to crush the aggregate has been included to ensure compliance with the particulate matter performance standard.
3. **Neighborhood Character.** This property has been zoned industrial and is set apart from adjacent residential properties to the west by the BNSF Railroad and is bordered by a natural drainage ditch restriction to the east. The utilization of the conditional use shall not result in a deleterious effect upon the neighboring properties during the creation of aggregate to bring the property up to grade and will ultimately result in improvement upon the property as it shall be prepared for further industrial development after the conditional use had been terminated.
4. **Public Services and Facilities.** The conditional use shall not result in the need for additional public services to the property. The existing water, sanitary, and road infrastructure is adequate for the utilization of this property and the conditional use shall not generate a disproportionate demand for public services. During the placement of aggregate created upon the property, positive drainage shall be improved due to the planned shaping of storm water drainage on the west side of the property.
5. **Public Safety and Health.** The proposed conditional use shall not be detrimental to the health of employees, patrons, or general public within the vicinity due to the use of specific property for the crushing of concrete on the premises. Negative secondary effects on employees and the general public within the vicinity are mitigated by required compliance with IEPA regulations requiring the debris to be free of hazardous materials and IDOT aggregate quality specifications and mandated testing procedures limiting deleterious constituents in the processed aggregate. Further, the crushing may only occur through the use of equipment with internal water dust suppression, which produces a water-cloud mist limiting dust emissions.

6. **Other Factors.** The proposed conditional use is compatible with the industrial uses found in the adjacent area south of Division and is planned to allow for future development after the conditional use has been exhausted and the property has been prepared for further industrial development.

Section 3. Description of the Property. The property is located at 235 East Oak Street in the Village of Coal City (the "Property") within an I-1 District. The Property bears tax identification number 09-02-133-002 and is legally described as follows:

PT NW - BEG 1354.05'E & 925'S NW COR, E770.9', SW TO INT NE LN RR & C/L VERMILLION ST, N TO SE LN RR, NE TO POB SEC 2-32-8.

Section 4. Public Hearing. Following due and timely notice via an advertisement on September 16, 2020 in the *Coal City Courier*, the certified mailing of notice to abutting property owners, and the posting of a sign on the Property in accordance with Section 156-30 of the Village Code, a public hearing was held by the Zoning Board of Appeals on October 5, 2020, at which time the Board unanimously recommended the petition for approval by the Board of Trustees.

Section 5. Conditional Use. The petitioner shall be allowed to haul concrete onto the industrial property for the storage and processing of legally conforming material within State of Illinois environmental standards and filling the Property with the resulting aggregate until the topography of the Property has increased to a ground elevation of 571' above sea level.

Section 6. Conditions. The conditional use approvals granted herein are contingent and subject to each and every of the conditions, terms and restrictions specified in this Section 6. Upon failure or refusal of Applicant to comply with the conditions, restrictions, or provisions set forth herein, the conditional use approvals shall, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees will not revoke the conditional use permit herein granted unless it first provides Petitioner with an opportunity to be heard at a regular or special meeting of the Board of Trustees. The conditional approval of the conditional use permit provisionally granted herein is premised on full compliance by Applicant with the following conditions:

- A. Hauling and/or crushing of material shall occur during regular established hours of business, which shall not extend after 5:00pm on week days - Monday through Friday, and on Saturday until 12:00pm; work shall not begin prior to 8:00am.
- B. The first crushing season shall be concluded by April 15, 2021. Thereafter, each crushing season begins on December 1st and concludes by the following April 15th. For example, the current availability to operate with the conditional uses shall close the 2020 Crushing Season. The next three seasons are listed hereafter and shall conclude at the time the property has reached the planned grade for the industrial property.

2020 Crushing Season – 12/1/20 – 4/15/2021
2021 Crushing Season – 12/1/21 – 4/15/2022
2022 Crushing Season – 12/1/22 – 4/15/2023

- C. The conditional uses of the property authorized herein, i.e. outdoor storage of unprocessed concrete debris associated with permitted and conditional uses on the property (Table 9, Group AA, No. 40), and gravel manufacturing (Table 9, Group AA, No. 30) shall cease upon the first to occur of (i) the fifth anniversary of the enactment of this Ordinance and (ii) that time at which the Property has been backfilled to an elevation of 571 feet above sea level.
- D. Recycling and/or crushing of aggregate material must abide by the performance standards set forth within Section 156-205. Crushing of material may only occur utilizing equipment containing operational internal water dust suppression technology; this equipment must produce a water cloud mist to eradicate dust emissions. The placement of the crushing/recycling machinery must occur within the bounds of the location submitted and attached as Attachment A on the far northeast portion of the industrial property.
- E. All sources of material, quantities, and post-recycling material shall be monitored and recorded per the State of Illinois Environmental specifications and shall consist of at least 97% concrete and be free of hazardous materials.
- F. No more than 25% of the aggregate material recycled onsite during the prior crushing season may leave the location for offsite deliveries from the onset of the crushing season until the beginning of the next crushing season. Any portion of aggregate otherwise allowed to leave the premises is forfeited if it is not moved in a timely manner following notice by the Village that stockpiled aggregate must be removed from the Property or spread as fill thereon.
- G. Nothing contained within this Ordinance shall usurp any state or federal guideline/requirements for filling one's property with aggregate material. Improvements to the Property including final drainage must comply with all applicable laws. The development, use, operation, and maintenance of the Property shall be in strict conformance with all applicable Village, County, State, and Federal codes, statutes, ordinances, rules, and regulations from which no relief has been granted.
- H. The Property shall be operated according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of October 5 2020.

Section 7. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 8. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

Section 9. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2020, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Paper Mill Investments, LLC - John Trotter
Sale Member Manager

Address: 6670 Mc Ardle Rd. Coal City Phone number: 815-791-0846

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: I-1 Use of surrounding properties: North I-1 South I-1

East I-1 West BNSF RR

What zoning change or variance: (specify) Extend existing temporary Conditional use for an additional 5 year period. Also request amendment in the extension ordinance, allowing the crushing season to be from October 1st through April 1st and allow 40 days crushing during this period.

To allow what use Continue existing use per ordinance 17-02 for a period of 5 years.

Tax number of subject property: 09-02-133-002

Common address of property: 300 S. First Ave; 1/4 a 235 E. Oak St

Parcel dimensions: +/- 10 acres Lot area (sq. ft.) _____

Street frontage 500' A

Legal description Attached

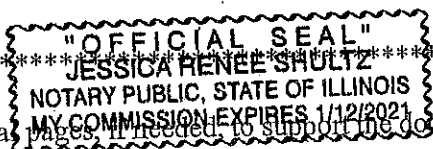
In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

John Trotter, Manager Paper Mill Investments LLC being first duly sworn, on oath deposes and says,
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 16 day of September, 2020.
Jessica Renee Shultz Signature of Owner
Notary Public (Seal)



You may attach additional pages if needed to support the documentation of application.

Please note the number of pages attached: _____

FOR OFFICE USE ONLY

| | | |
|--------------|------------------|---------------------|
| Case number | <u>ZA-319</u> | Location of hearing |
| Filing date | <u>9-16-20</u> | Village Hall |
| Hearing date | <u>10-5-20</u> | 515 South Broadway |
| Filing fee | <u>\$ 100.00</u> | Coal City, Illinois |
| Hearing time | <u>7pm</u> | |

Paper Mill Investments, LLC



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2020

RE: NIU CONTRACT FOR ADMINISTRATIVE INTERN SERVICES

Following the approval for a change in the budget to include an Administrative Intern, interviews were conducted with students undergoing graduate studies for the MPA program at Northern Illinois University. Dependent upon which student was chosen, the intern is paid either directly at the hourly approved amount or a contract is entered into with NIU whereby they employ the intern and the Village pays NIU for utilizing his services for the 20 hours of service provided each week.

Attached is the NIU contract to employ Thomas Phetmeuangmay who is currently attending NIU and is to be paid by NIU for the services he provides Coal City. Due to the Village Board's approval, this contract was entered into by Mayor Halliday, but this item has been included to ensure proper consideration of the contract.

Tom has already made a difference in the short time he has been providing his expertise for the Village. Some of you may have reviewed the scattergraph he provided regarding water quality results and he has already begun entering the data necessary for the Village to attempt to gain reimbursement for COVID-19 related expenses. Mr. Phetmeuangmay will be joining the Regular meeting on Wednesday evening to get an opportunity to introduce himself to the Board. He is in between classes and is able to join at this upcoming meeting.

Recommendation:

Ratify the endorsement of the contract with NIU in order to gain the Administrative Intern services of "Intern Tom."

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION RATIFYING, APPROVING AND AUTHORIZING ENTRY INTO AN
AGREEMENT FOR STUDENT INTERNSHIP/EXTERNSHIP WITH NORTHERN
ILLINOIS UNIVERSITY FOR A STUDENT INTERN TO PERFORM SERVICES AT
THE DIRECTION OF THE VILLAGE ADMINISTRATOR**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2020

RESOLUTION NO. _____

A RESOLUTION RATIFYING, APPROVING AND AUTHORIZING ENTRY INTO AN AGREEMENT FOR STUDENT INTERNSHIP/EXTERNSHIP WITH NORTHERN ILLINOIS UNIVERSITY FOR A STUDENT INTERN TO PERFORM SERVICES AT THE DIRECTION OF THE VILLAGE ADMINISTRATOR

WHEREAS, the Village of Coal City ("*Village*") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village and the Board of Trustees of Northern Illinois University ("*University*") are public agencies as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, the Village and University are mutually desirous of entering into the Agreement for Student Internships/Externships attached hereto as **Exhibit A** ("*Agreement*") in order to provide for a student intern from the University's graduate school of Public Administration to work as a student intern for the Village for approximately 20 hours per week

in order to further the student's professional development and to provide the Village with needed assistance in the performance of duties as may be assigned and supervised by the Village Administrator;

WHEREAS, the Village Board hereby finds and determines that it is in the best interests of the Village to enter into the Agreement;

WHEREAS, the Village has negotiated and executed the Agreement in the form attached hereto as Exhibit A;

WHEREAS, the Village Board desires to approve and ratify, *nunc pro tunc*, the execution of the Agreement attached hereto as Exhibit A; and

WHEREAS, the Village desires to authorize the Village President, Administrator and Treasurer to take the actions necessary or convenient to perform under the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. AUTHORIZATION and RATIFICATION.

The Corporate Authorities shall and do hereby authorize, approve, direct, and ratify *nunc pro tunc*, the Village President's execution and delivery of the Agreement for and on behalf of the Village and authorize the performance of such actions as may be necessary or convenient to carry out the intent of the Agreement in accordance with the terms set forth in Exhibit A.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2020, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

STUDENT INTERNSHIP/EXTERNSHIP AGREEMENT

(attached on following pages)

AGREEMENT FOR STUDENT INTERNSHIP/EXTERNSHIPS

THIS AGREEMENT FOR STUDENT INTERNSHIP/EXTERNSHIPS ("Agreement") is made by and between the Board of Trustees of Northern Illinois University, hereinafter called the "UNIVERSITY," located in DeKalb, Illinois, and Village of Coal City hereinafter called the "SPONSOR," with principal offices at 515 S. Broadway, Coal City, Illinois 60416.

WITNESSETH:

WHEREAS, the SPONSOR and the UNIVERSITY (the parties) desire to enter into an agreement pertaining to an internship/externship for student interns in accordance with this Agreement and Appendix A to this Agreement;

WHEREAS, the internship/externship is to be funded by the SPONSOR and carried out by the UNIVERSITY under the terms and conditions specified herein; and

WHEREAS, the performance of the internship/externship is of mutual interest to the SPONSOR and the UNIVERSITY, and is consistent with the instructional, scholarship and research objectives of the UNIVERSITY as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

The aforementioned RECITALS are incorporated into and made a part of this Agreement, as if fully set forth below.

1. STATEMENT OF WORK

The UNIVERSITY agrees to provide one or more student interns ("Student Intern") for an internship/externship ("Int/Ext") with the SPONSOR and SPONSOR agrees to provide professional duties and supervision to enhance the overall educational experience for the Student Intern(s) during the Int/Ext, as further described in the Statement of Work ("SOW"). The SOW, when executed by the parties, shall be incorporated as Appendix A of and be made a part of this Agreement. The parties may agree to subsequent Int/Ext, in separate statements of work, which if executed by the parties, shall also be incorporated into Appendix A.

2. STUDENT INTERN

Student Intern will devote an average of 20 hours per week to the Int/Ext to perform duties as assigned and determined by the sponsor over the Period of Performance specified below. If for any reason a selected Student Intern withdraws from serving as Student Intern, or the UNIVERSITY or SPONSOR become dissatisfied with the performance of the Intern, the UNIVERSITY and the SPONSOR shall endeavor to agree upon a successor Student Intern or shall terminate this Agreement in the manner provided under this Agreement. The UNIVERSITY and the

SPONSOR agree to notify the other party in writing regarding attendance or other concerns relating to the Student Intern's performance. The SPONSOR shall designate an on-site supervisor who will be responsible for reporting and receiving reports of attendance or other performance concerns to/from the UNIVERSITY Programmatic Contact.

3. **PERIOD OF PERFORMANCE**

The term of this Agreement shall be the period from October 1, 2020 through June 30, 2021. This date may be extended under the same terms or such other terms as may be mutually agreed upon.

4. **INT/EXT COST AND PAYMENT**

Payment obligations shall be as stated in each respective Statement of Work.

5. **INSURANCE**

Both parties shall maintain during this Agreement, general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate for claims arising out of the actions of their respective employees or other participating agents. Where required by law, each party shall maintain workers' compensation insurance in amounts not less than that required by law for employees performing work in connection with this Agreement. SPONSOR's site may be self-insured.

6. **INVENTIONS AND PATENTS**

If the Int/Ext results in any new, patentable development, the parties shall negotiate disposition of such developments in good faith.

7. **CONFIDENTIAL INFORMATION**

Each party to this Agreement agrees to treat confidential or proprietary information ("Proprietary Information") received from the other with the same degree of care with which it treats its own confidential or proprietary information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:

- a. was known to the recipient prior to the disclosure hereunder;
- b. is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
- c. has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or
- d. is required to be disclosed by law.

Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the termination or expiration of this Agreement.

8. TERMINATION

This Int/Ext may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the SPONSOR, the UNIVERSITY will be reimbursed for all costs incurred and all non-cancellable commitments at the time of termination. In the event of termination by the UNIVERSITY, any unexpended or unobligated balance of funds advanced by the SPONSOR shall be refunded to the SPONSOR. The parties' payment obligations, duties of confidentiality, obligations to indemnify, defend and hold harmless and choice of law provisions shall survive any termination or expiration of the Agreement, as shall any other provision or term which ought to survive based on its context and intent.

9. USE OF THE NAME OF THE PARTIES

Neither the SPONSOR nor the UNIVERSITY shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the UNIVERSITY, such approval will be obtained from the Northern Illinois University "Division of Enrolment Management, Marketing and Communications."

10. PUBLICATION

The parties shall retain all of their respective pre-existing intellectual property rights including, without limitation, all trademarks and logos, patents, copyrights, trade secrets, and proprietary technology, owned prior to the execution of this Agreement. If an Int/Ext results in any new inventions or other intellectual property, each party agrees to disclose them to the other party the parties shall negotiate ownership and licensing rights in good faith.

During the Term of this Agreement, where applicable, the parties shall cooperate in good faith to redact pertinent information from Student Interns' thesis, dissertation or manuscript such that Student Interns will not be unreasonably delayed or prevented from completing their requirements for applicable college credit.

11. WARRANTIES

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INT/EXT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS (BUT WITHOUT PREJUDICE TO ITS OBLIGATIONS TO INDEMNIFY, DEFEND OR HOLD HARMLESS, AS STATED BELOW).

12. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

To the fullest extent permitted by Illinois law, each party (the "Indemnifying Party" for purposes of this Section) shall indemnify, defend and hold the other party (the "Indemnified Party" for purposes of this Section) harmless from and against any claims, actions demands, suits, judgments, expenses, reasonable attorneys' fees and legal costs, damages, liability or injuries, by and to the extent attributable to the Indemnifying Party, its agents' or employees': (a) negligence or intentional misconduct (b) breach of applicable laws and regulations; or (c) infringements of intellectual property rights of third parties. Notwithstanding the foregoing, UNIVERSITY will not indemnify, defend or hold SPONSOR harmless for Student Interns' quality of work, performance, competence or progress in any Int/Ext or SOW under this Agreement.

Except for the parties' obligations to indemnify, defend and hold the other party harmless under this Section, neither party shall be liable or responsible for any indirect, consequential, punitive damages; loss of profits or business, whether or not foreseeable. To the maximum extent permissible under Illinois law, UNIVERSITY will not be liable or responsible for Student Interns' quality of work, performance, competence or progress in any Int/Ext or SOW under this Agreement.

13. ASSIGNMENT

Neither party shall assign its rights under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, University hereby consents to the assignment of this agreement by Sponsor to any present or future wholly-owned affiliate of Sponsor or to any successor in interest of the entire business of Sponsor as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of Sponsor under this agreement.

14. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. This Agreement shall not limit either party's right to assert any governmental immunities or defenses in any claims against other party.

15. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

By: _____

Name: _____

Title: _____

Date: _____

**VILLAGE OF COAL CITY, IL
[SPONSOR]**

By: _____

Name: _____

Title: _____

Date: _____

EIN: _____

(If EIN unavailable, please attach W-9.)

APPENDIX A: STATEMENT OF WORK

Commented [SR1]: Please ensure that any internships are within the date ranges under Section 3, Period of Performance ("Term")

This Statement of Work ("**SOW**") is attached as Appendix A to the AGREEMENT FOR STUDENT INTERNSHIPS/EXTERNSHIPS ("Agreement") with a Term commencing on July 1, 2020 (the "**Agreement**"), between the Board of Trustees of Northern Illinois University on behalf of its College of Liberal Arts and Sciences/Department of Public Administration (hereinafter called the "**UNIVERSITY**") with principal offices at DeKalb, Illinois 60115, and Village of Coal City (hereinafter called the "**SPONSOR**") with principal office address at 515 S. Broadway, Coal City, IL 60176

1. Scope of Services by Student Interns.

Under the direction of SPONSOR, the student intern(s) assigned by the University for performance of the internship or externship are as follows: Thomas Phetmeuangmay (individually and collectively referred to hereafter as "Student Intern.") UNIVERSITY shall appoint one or more faculty advisor or intern director to mentor and guide Student Interns.

Commented [SR2]: Fill in names

The "Int/Ext" that Student Interns will undertake are described in the attached position description. Position description is attached to this document.

2. Payments

The SPONSOR agrees to reimburse the UNIVERSITY a total of \$13,905.00 for the performance of the internship/externship. Payments are to be made in accordance with the following schedule:

Commented [DB3]:
Commented [DB4R3]:
Commented [DB5R3]:

\$ 1545.00 per month for 9 months. Checks are to be made payable to Northern Illinois University and sent to the address below by the first day of each month.

Department of Public Administration
Northern Illinois University
DeKalb, IL 60115-2828

The UNIVERSITY is not obligated to expend any other funds for this internship/externship, and the SPONSOR is not obligated to pay the UNIVERSITY in excess of the above stated amount.

3. No Modification. Any modifications to this SOW, shall be subject to a separate mutually agreed SOW executed by the parties.

4. Not an Offer. This SOW shall only be binding if it is signed by authorized representatives of UNIVERSITY AND SPONSOR.

5. **Contacts.** The following individual for each of the parties shall be responsible for the daily operation of this SOW. These individuals also shall be the contact people for all communications and billing questions or issues related to the Int/Ext.

SPONSOR Contact

Name: _____
 Title: _____
 Department: _____
 Phone: _____
 Email: _____
 Fax: _____

Financial Contact:

Name: _____
 Title: _____
 Department: _____
 Phone: _____
 Email: _____
 Fax: _____

UNIVERSITY Contact

*Denise Burchard
 Assistant to the Chair
 Department of Public Administration
 NIU, DeKalb, IL 60115-2828
 Email: dburchard@niu.edu
 Tel: 815-753-0183*

Financial Contact:

*Office Manager
 Department of Public Administration
 NIU, DeKalb, IL 60115-2828
 Email: publicadm@niu.edu
 Tel: 815-753-0183*

6. Special Terms/Assumptions.

All capitalized terms which are not defined herein shall have the same meanings set forth in the Agreement. This Statement of Work is hereby agreed to by the parties as evidenced by the signatures of its authorized representatives.

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

VILLAGE OF COAL CITY, IL
[SPONSOR]

Commented [SR6]: Deans are authorized to sign on behalf of the Board of Trustees for Internship agreements.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____
 EIN: _____
 (If EIN unavailable, please attach W-9.)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2020

RE: 2020 STREET & ALLEY PAVING PROGRAM

The Village approved D Construction to complete this year's street & alley program utilizing previously approved unit pricing since they were providing a great deal of construction related to paving on the S. Broadway construction project. The projects completed with non-MFT funding split into two categories – those projects completed next to or in conjunction with the S. Broadway corridor for which TIF funding shall be utilized and IDOT matching is not possible and the regular patching and improvements throughout the remainder of the Village for which non-MFT capital dollars are expended to pay for such planned improvements.

Ryan Hansen has prepared the first pay recommendation for this work on the attached recommendations. Please review and approve the first payments for D Construction related to the non-MFT annual street and alley work for 2020.

Recommendation:

- 1.) Approve Payment #1 for the non-MFT Annual Street and Alley Improvement program totaling \$142,203.02.
- 2.) Approve Payment #1 for the TIF-related 2020 Street & Alley Improvements program totaling \$58,379.34.



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com

October 9, 2020

Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
2020 Street Maintenance
Pay Request #1

Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village Standards and contract requirements.

| | | |
|---------------------------|----|-------------------|
| Original Contract Amount: | \$ | 227,100.54 |
| Completed Amount: | \$ | 149,687.39 |
| Previous Payments: | \$ | - |
| 5% Retention | \$ | 7,484.37 |
| | \$ | <u>142,203.02</u> |

Chamlin & Associates at this time recommends a payment in the amount of \$142,203.02 be made to D Construction, Inc.

Sincerely,

Ryan Hansen

Ryan E. Hansen

Enclosure

REH/hp

Project # 66336.00



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com

October 9, 2020

Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
2020 Street Maintenance
TIF PORTION
Pay Request #1

Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village Standards and contract requirements.

| | | |
|---------------------------|----|------------------|
| Original Contract Amount: | \$ | 227,100.54 |
| Completed Amount: | \$ | 61,451.94 |
| Previous Payments: | \$ | - |
| 5% Retention | \$ | 3,072.60 |
| | \$ | <u>58,379.34</u> |

Chamlin & Associates at this time recommends a payment in the amount of \$58,379.34 be made to D Construction, Inc.

Sincerely,

Ryan Hansen

Ryan E. Hansen

Enclosure

REH/hp

Project # 66336.00

Peru Office
4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

www.chamlin.com

Ottawa Office
218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 Date October 9, 2020
 Payable to: D Construction, Inc.
1488 South Broadway
Coal City, IL 60416

Client Village of Coal City
515 South Broadway, Coal City, IL 60416
 Project Village of Coal City
2020 Street Maintenance
TIF PORTION

| NO. | ITEMS | UNIT | AWARD | | COMPLETED | | |
|-------|---------------------------------------|------|---------|---------------|-----------|------------|--------------|
| | | | QTY. | AMOUNT | QTY. | UNIT PRICE | TOTAL |
| 1 | HMA Patching | s.y. | 653.33 | \$ 23,519.88 | 157.72 | 36.00 | \$ 5,677.92 |
| 2 | HMA Surf Removal 1 1/2" (Cold Mill) | s.y. | 10693.3 | \$ 37,426.66 | 4,666.50 | 3.50 | \$ 16,332.75 |
| 3 | Bituminous Materials (Prime Coat) | lb. | 11900.1 | \$ 119.00 | 1,965.20 | 0.01 | \$ 19.65 |
| 4 | Leveling Binder (Machine Method), N50 | ton | 887 | \$ 52,333.00 | | 59.00 | |
| 5 | HMA Surface Course, Mix "D", N50 | ton | 1694 | \$ 106,722.00 | 625.74 | 63.00 | \$ 39,421.62 |
| 6 | Aggregate Shoulders | s.y. | 216 | \$ 6,480.00 | | 30.00 | |
| 7 | Manholes to be Adjusted | each | 1 | \$ 500.00 | | 500.00 | |
| TOTAL | | | | \$ 227,100.54 | | | \$ 61,451.94 |

By Ryan Hansen
 Dated October 9, 2020

Total Value of Completed Work \$ 61,451.94
 Deduct 5% To Be Retained \$ 3,072.60
 Balance on Completed Work \$ 58,379.34
 Prev. Pay. Made to Contractor \$ -
 Net Amt. Due - This Estimate \$ 58,379.34



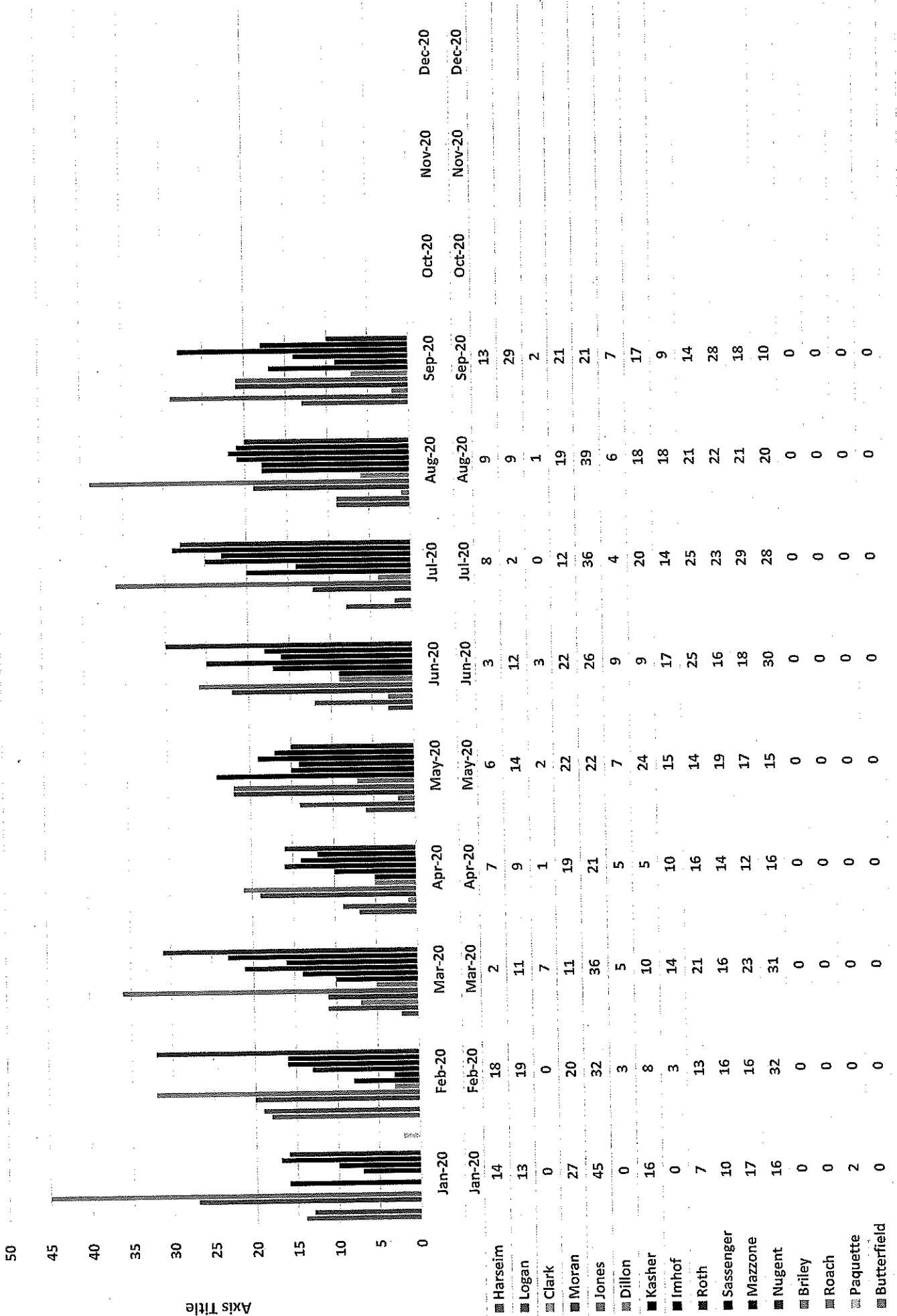
Morris, Ottawa,
 Peru
 Illinois

Chamlin & Associates
 Project # 66336.00



Calls For Service

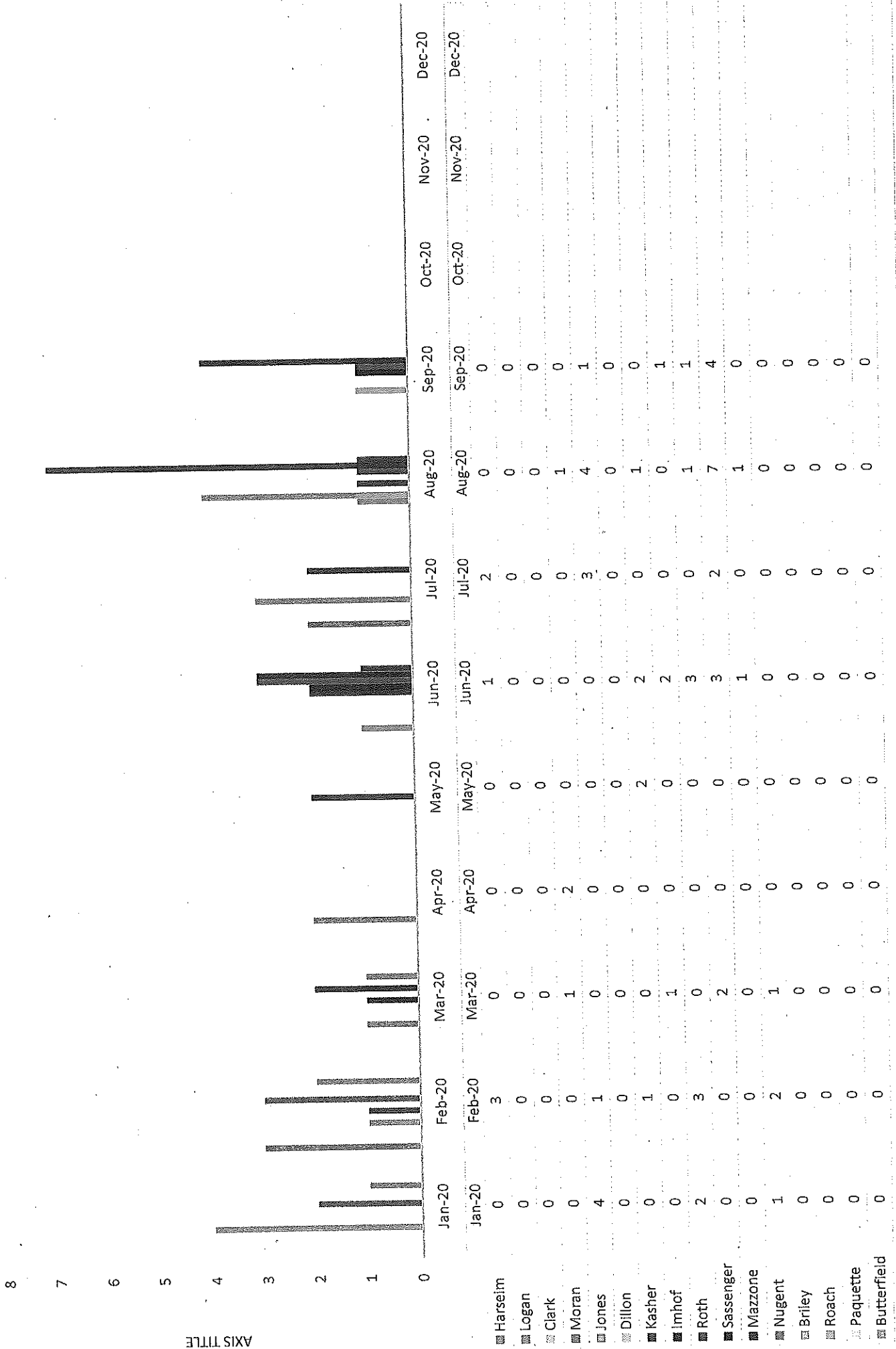
January 1 2020 – Dec 31 2020





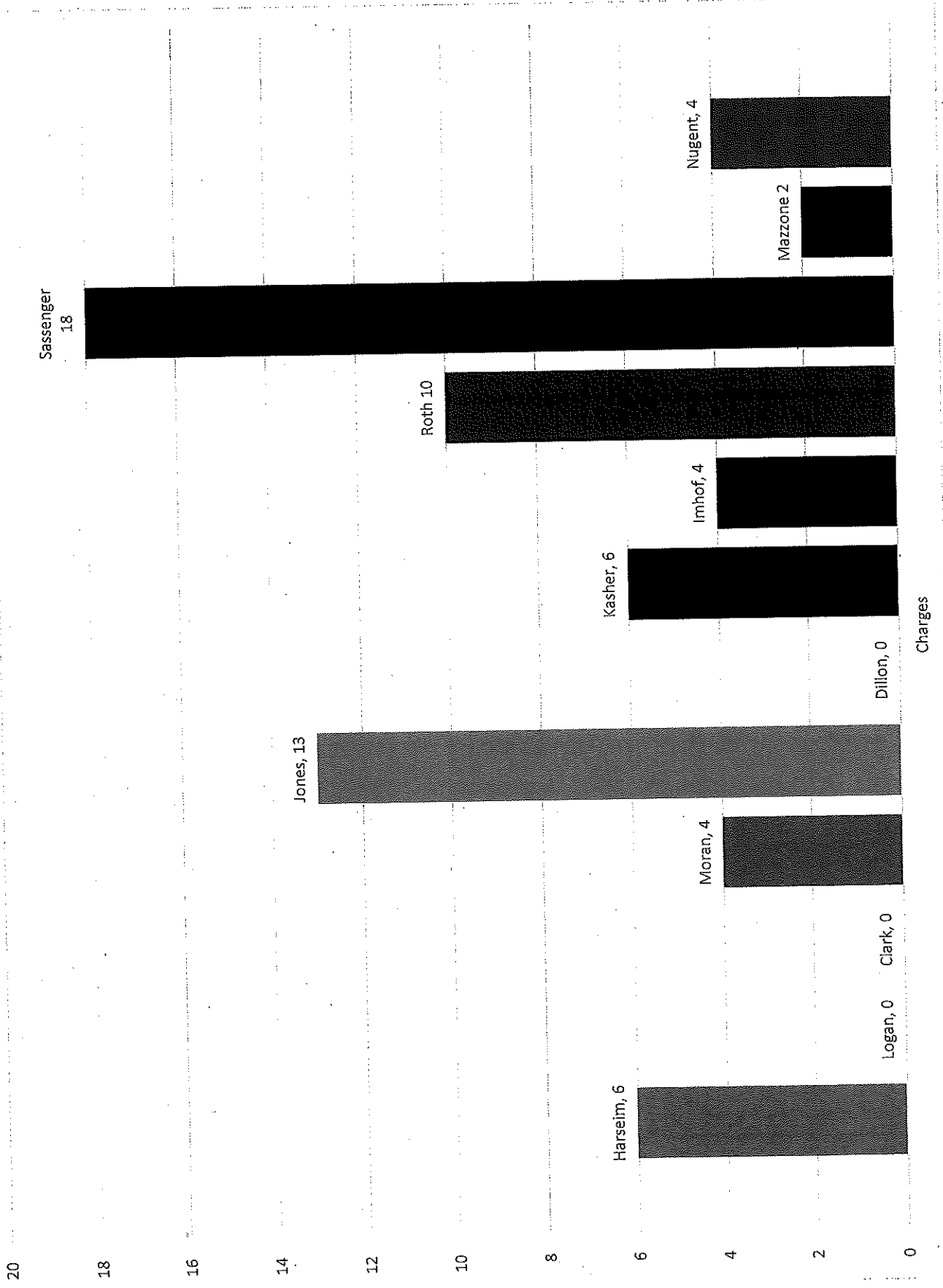
Criminal Charges

January 1 2020 – Dec 31 2020



AXIS TITLE

2020 Criminal Charges





Ordinance Violations

January 1 2020 – Dec 31 2020

| | Jan-20 | Feb-20 | Mar-20 | Apr-20 | May-20 | Jun-20 | Jul-20 | Aug-20 | Sep-20 | Oct-20 | Nov-20 | Dec-20 |
|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| ■ Harseim | 1 | 2 | 0 | 1 | 0 | 0 | 1 | 2 | 1 | | | |
| ■ Logan | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | | | |
| ■ Clark | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| ■ Moran | 1 | 0 | 1 | 2 | 2 | 0 | 1 | 1 | 0 | | | |
| ■ Jones | 7 | 1 | 2 | 1 | 1 | 0 | 4 | 2 | 1 | | | |
| ■ Dillon | 0 | 2 | 2 | 2 | 1 | 1 | 0 | 3 | 1 | | | |
| ■ Kasher | 0 | 0 | 0 | 0 | 2 | 3 | 7 | 2 | 3 | | | |
| ■ Imhof | 0 | 0 | 0 | 1 | 2 | 1 | 2 | 0 | 0 | | | |
| ■ Roth | 0 | 2 | 2 | 0 | 0 | 0 | 3 | 1 | 0 | | | |
| ■ Sassenger | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 4 | | | |
| ■ Mazzone | 1 | 0 | 0 | 1 | 0 | 0 | 5 | 4 | 3 | | | |
| ■ Nugent | 0 | 1 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | | | |
| ■ Briley | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| ■ Roach | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| ■ Paquette | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| ■ Butterfield | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |

20 Jones, 19

18 Kashner, 17

16

Mazzone 14

14 Dillon, 12

10

Imhof, 6

Roth 8

Sassenger 6

Nugent 4

Harseim, 8

Moran, 8

Logan, 3

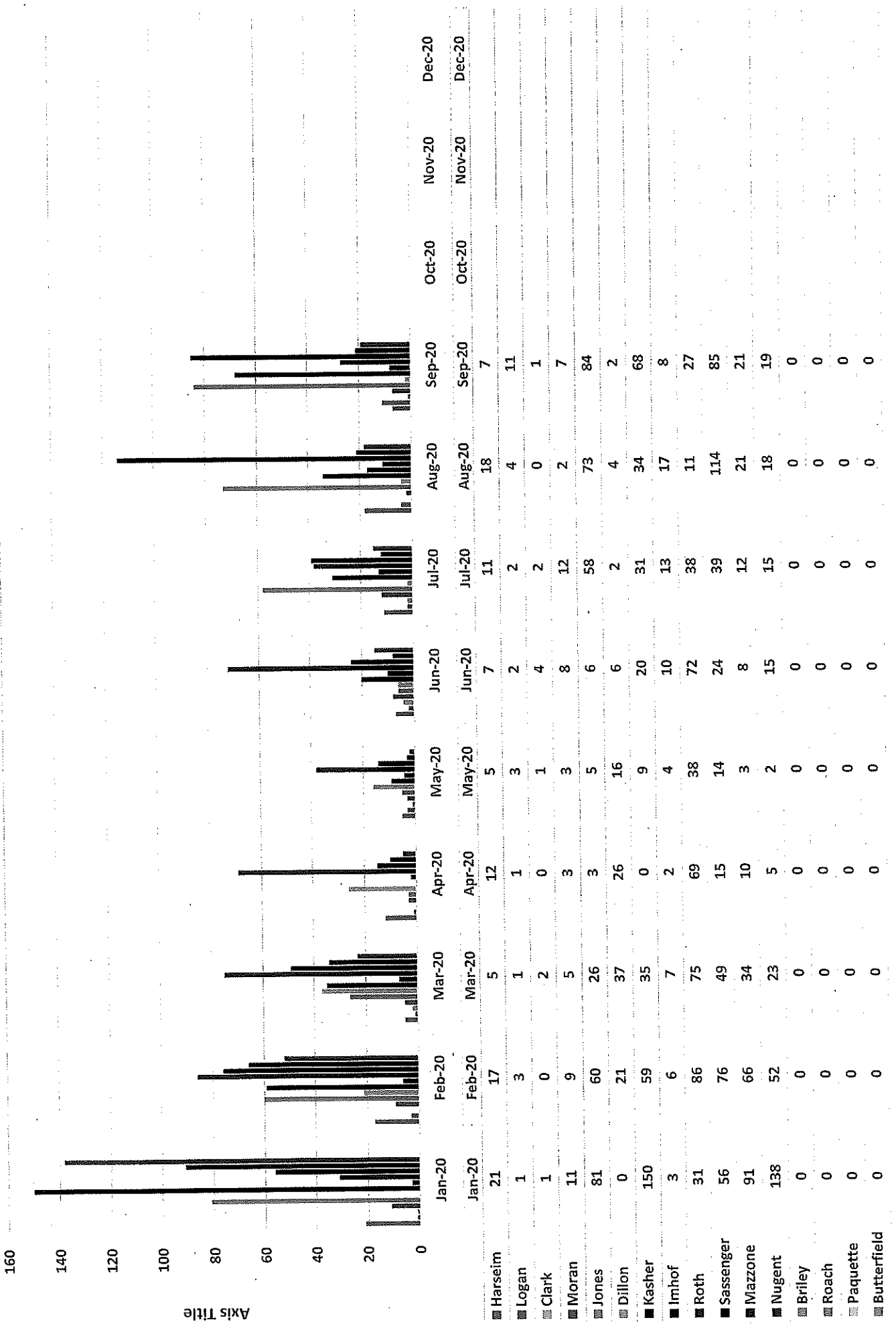
Clark, 0

Ordinance 2020



Self-Initiated Activity

January 1 2020 – Dec 31 2020



Traffic Citations

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------------|-----------|-----------|-----------|----------|----------|-----------|-----------|-----------|-----------|----------|----------|----------|------------|
| Harseim | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Logan | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Clark | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Moran | 6 | 6 | 2 | 8 | 0 | 2 | 8 | 0 | 1 | 0 | 0 | 0 | 33 |
| Jones | 43 | 14 | 1 | 0 | 0 | 2 | 12 | 32 | 29 | 0 | 0 | 0 | 133 |
| Dillon | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Kasher | 0 | 1 | 0 | 0 | 0 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 6 |
| Imhof | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Roth | 2 | 1 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 6 |
| Sassenger | 3 | 3 | 10 | 0 | 0 | 3 | 4 | 17 | 18 | 0 | 0 | 0 | 58 |
| Mazzone | 2 | 3 | 3 | 0 | 0 | 2 | 1 | 3 | 3 | 0 | 0 | 0 | 17 |
| Nugent | 4 | 15 | 5 | 1 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 28 |
| Briley | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Roach | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Paquette | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Butterfield | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 63 | 44 | 21 | 9 | 1 | 15 | 27 | 53 | 52 | 0 | 0 | 0 | 285 |

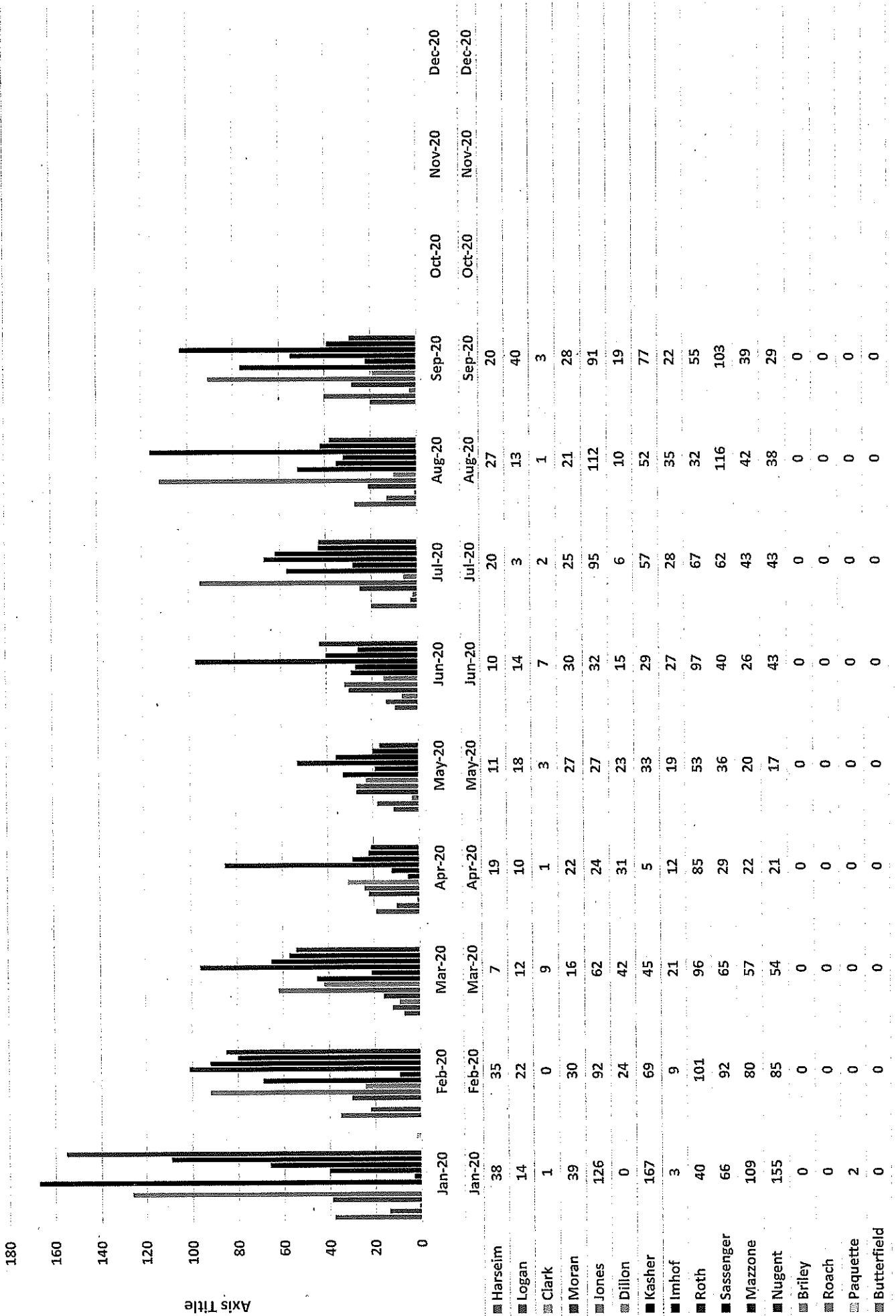
Ordinance Citations

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| Harseim | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Logan | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Clark | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Moran | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| Jones | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 3 |
| Dillon | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Kasher | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Imhof | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Roth | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sassenger | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| Mazzone | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 4 |
| Nugent | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Briley | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Roach | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Paquette | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Butterfield | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 6 | 1 | 3 | 0 | 1 | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 17 |

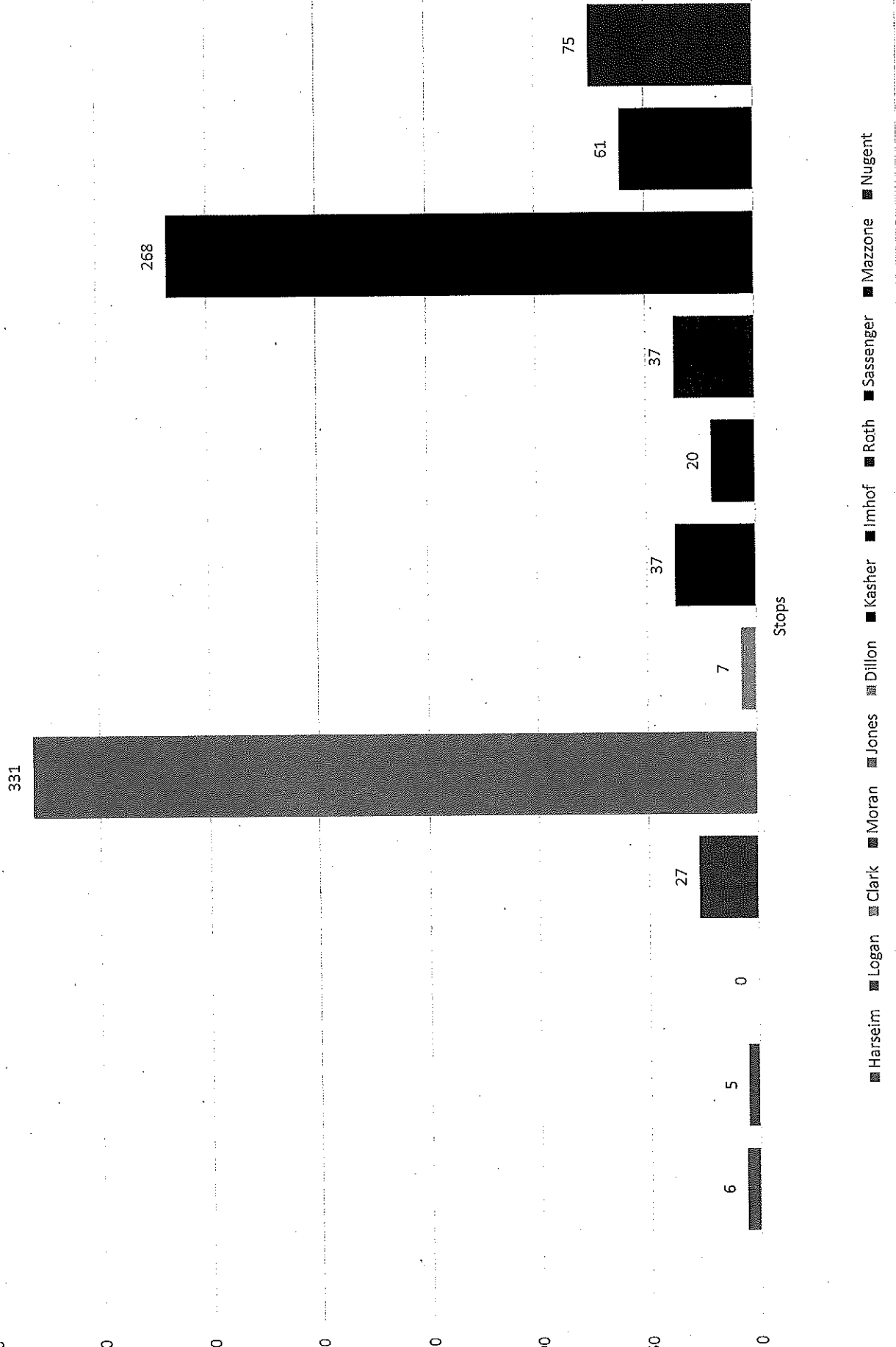


Total Officer Activity

January 1 2020 – Dec 31 2020



Yearly Traffic Stops



2020 CALLS REQUIRING A REPORT

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------|------|------|-------------|
| CLARK | 3 | 1 | 14 | 4 | 8 | 11 | 1 | 7 | 7 | | | | 56 |
| DILLON | | 6 | 3 | 3 | 12 | 18 | 17 | 12 | 10 | | | | 81 |
| HARSEIM | 3 | 27 | 6 | 10 | 14 | 6 | 20 | 12 | 17 | | | | 115 |
| IMHOF | 1 | 4 | 3 | 13 | 18 | 21 | 18 | 27 | 19 | | | | 124 |
| JONES | 24 | 20 | 0 | 10 | 18 | 21 | 19 | 66 | 41 | | | | 219 |
| KASHER | 3 | 19 | 13 | 3 | 31 | 18 | 24 | 31 | 28 | | | | 170 |
| LOGAN | 14 | 13 | 7 | 8 | 13 | 21 | 3 | 11 | 32 | | | | 122 |
| MAZZONE | 12 | 17 | 19 | 12 | 31 | 34 | 29 | 42 | 28 | | | | 224 |
| MORAN | 35 | 27 | 16 | 18 | 25 | 30 | 23 | 24 | 19 | | | | 217 |
| NUGENT | 21 | 44 | 19 | 24 | 17 | 30 | 30 | 27 | 10 | | | | 222 |
| ROTH | 25 | 24 | 21 | 6 | 19 | 29 | 20 | 31 | 22 | | | | 197 |
| SASSENGER | 14 | 18 | 11 | 5 | 15 | 15 | 16 | 9 | 49 | | | | 152 |
| BRILEY | | | | | | | | | | | | | |
| BUTTERFIELD | | | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| SHUGART | | | | | | | | | | | | | |
| TOTAL | 155 | 220 | 132 | 116 | 221 | 254 | 220 | 299 | 282 | | | | 1899 |

2020 ACCIDENT REPORTS

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|-------------|------|------|-------|-------|-----|------|------|------|-------|------|------|------|--------|
| CLARK | | | | | | | | | | | | | |
| DILLON | | 1 | | | | 1 | | | | | | | 2 |
| HARSEIM | | | | | | | | | | | | | |
| IMHOF | | 1 | | | 2 | 1 | 1 | 4 | | | | | 9 |
| JONES | 7 | 1 | 1 | | 1 | 2 | | 1 | | | | | 13 |
| KASHER | | | | | | | 1 | | | | | | 1 |
| LOGAN | 2 | 1 | | | 1 | | | | 1 | | | | 5 |
| MAZZONE | 1 | | 1 | | | 2 | | 1 | 2 | | | | 7 |
| MORAN | 1 | 3 | | 4 | 1 | 2 | | | 2 | | | | 13 |
| NUGENT | | 3 | 2 | 1 | 1 | 1 | 3 | | | | | | 11 |
| ROTH | | | 1 | | | | 1 | | | | | | 2 |
| SASSENGER | | | 1 | | | | | | 2 | | | | 3 |
| BRILEY | | | | | | | | | | | | | |
| BUTTERFIELD | | | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| SHUGART | | | | | | | | | | | | | |
| TOTAL | 11 | 10 | 6 | 5 | 6 | 9 | 6 | 6 | 7 | | | | 66 |

2020 D.U.I.'S

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|-------------|------|------|-------|-------|-----|------|------|------|-------|------|------|------|--------|
| CLARK | | | | | | | | | | | | | |
| DILLON | | | | | | | | | | | | | |
| HARSEIM | | | | | | 1 | | | | | | | 1 |
| IMHOF | | | | | | | | | | | | | |
| JONES | | | | | | 1 | | | | | | | 1 |
| KASHER | | | | | | | | | | | | | |
| LOGAN | | | | | | | | | | | | | |
| MAZZONE | | | | | | | | | | | | | |
| MORAN | | | | 1 | | | | | | | | | 1 |
| NUGENT | | | | | | | | | | | | | |
| ROTH | | | | | | 1 | | | | | | | 1 |
| SASSENGER | | | 1 | | | | | | | | | | 1 |
| BRILEY | | | | | | | | | | | | | |
| BUTTERFIELD | | | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| SHUGART | | | | | | | | | | | | | |
| TOTAL | 0 | 0 | 1 | 1 | 0 | 3 | 0 | 0 | 0 | 0 | | | 5 |