

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
MAY 22, 2019
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 May 8, 2019
4. Approval of Warrant List
5. Public Comment

6. Ordinance 19-15 Variance
 1023 S. Mazon Street
7. Resolution 19-04 Coal City Police Chief Contract Approval
8. Resolution 19-05 Enter into an Agreement for Community
 Development Block Grant (CDBG) Housing
 Rehabilitation Grant with North Central
 Illinois Council of Government (NCICG)
9. Resolution 19-06 Authorizing Village Administrator to
 Approve Electricity Contract with NIMEC
10. Authorizing Christopher Burke Engineering to Complete Engineering
 Designs for the Corners of Church Street and Park Street
11. Approval of Contract For Park Event-“Felix and Fingers”
12. Approval of Railroad Crossing Exemption Status to the ICC
13. Appointments:
 Village Engineer
 Village Attorney
14. Report of the Mayor
15. Report of the Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 D. Togliatti
16. Report of Village Clerk
17. Report of Village Attorney

18. Report of Village Engineer

19. Report of Chief of Police

20. Report of Village Administrator

21. Executive Session to discuss personnel matters per ILCS 5 120/2 (c)(1)

22. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 22, 2019

RE: DETACHED GARAGE VARIANCE – 1023 S MAZON STREET

The owner the residence at 1023 S. Mazon Street has requested a variance from the total square footage maximum for accessory structures. Due to the size of the new detached garage – a 32'x 40' garage to be constructed with access off of the alley at the rear of the existing residence, the Aicheles must receive a variance.

This matter is to be considered at the Planning & Zoning Board on Monday, June 20th. Final approval recommendation from the P&Z will be provided prior to the Board's consideration of this matter. Some neighbors inquired following the requisite notice, but none were opposed to the construction of the detached garage as proposed. Please note, the structure will be built on a lot that previously accommodated a residence. However, following the 6-22 Tornado of 2015, the home was never reconstructed and the petitioner purchased the home and consolidated the property.

Recommendation:

Approve Ordinance No. _____: Granting a Variance for the detached garage to be constructed at 1023 S. Mazon Street.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
1023 S. MAZON STREET IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN 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 _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
1023 S. MAZON STREET IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for variance from Sections 156.72 and 156.161 of the Village of Coal City Zoning Code ("Zoning Code") was filed by Brian Aichele ("applicant") on April 8, 2019 to construct a detached garage; and

WHEREAS, Section 156.161 requires adherence to the standards provided within Table 15 including a maximum height of 15 feet, maximum length in one dimension not to exceed 36 feet, maximum square footage of the accessory structure not to exceed 900 square feet along with the cumulative maximum square footage for all accessory uses not to exceed 1,100 square feet; and

WHEREAS, a public hearing was noticed and duly held on May 20, 2019; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on May 20, 2019, and considered passage of the variance request to the Board of Trustees; and

WHEREAS, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

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. Findings of Fact. The Board of Trustees find as follows concerning the Variance for 1023 S. Mazon Street:

- A. **Special Circumstances Not Found Elsewhere.** The property exceeds the limits of one lot and has additional square footage to accommodate the placement of accessory structures exceeding certain limits but not going beyond the legal lot coverage requirements.
- B. **Preserves Rights Conferred by the District.** This residential property shall have an accessory structure to be accessed from the alley like many of the other neighbors within the neighborhood and similar RS-2 district.

- C. **Necessary for Use of the Property.** The existing shed does not provide the necessary storage for the upkeep and maintenance of the property; this structure shall provide the necessary space that is needed.
- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The garage shall be finished with residential materials and fit in with the character of the neighborhood.
- E. **Minimum Variance Recommended.** Due to the total square footage of the lot, the additional variance shall allow plenty of additional developable area.

Section 3. Description of the Property. The property is located at 1023 S. Mazon Street in the Village of Coal City within an RS-2 District.

Section 4. Public Hearing. A public hearing was advertised on May 5, 2019 in the Coal City Courant and held by the Planning and Zoning Board on May 20, 2019, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variances. The variations requested in the April 8, 2019 Variance Application to the Zoning Code are granted as follows:

Variances in conjunction with Section 156.161 are hereby granted to allow the replacement of a shed with a detached garage so as to:

- a. Exceed the maximum height of the building by 13' for a total height of 28'.
- b. Exceed the total allowable square footage of a garage by 380 square feet totaling 1,280 square feet.
- c. Exceed the maximum allowable square footage for all accessory uses by 180 square feet totaling 1,280 square feet.

Section 6. Conditions. The variances granted herein are contingent and subject to the following conditions:

- A. The detached garage shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

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 _____, 2019, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 22, 2019

RE: EMPLOYMENT AGREEMENT FOR THE POLICE CHIEF

Chief Best was first appointed as the Police Chief in 2012. This was following many years of employment within the Department since 1993. Over his tenure, Tom Best has served in most of the functions throughout the department starting with patrol and serving as the School Resource Officer prior to his appointment as Sergeant in 2008. Tom is a graduate of Illinois State University, where he earned a Bachelor of Science Degree in Criminal Justice. This will be Chief Best's second contract along with appointment as Chief by Mayor Halliday.

This contract provides the terms for payment and benefits for the next four years and fixes the annual salary to be earned. The Police Chief position is exempt from the Fair Labor Standards Act. Besides compensation, the agreement sets forth agreed upon terms in case the Board should exercise its option to appoint another person within this role during the term of this contract. Compensation shall be provided in two methods annually – the first is a baseline salary along with a bonus in each of the next four years. This method of payment shall provide greater external equity for Chief Best while reducing the total pension liability to be paid in the long-term benefits supplied with his service to the Village for being a career police officer.

Recommendation:

Adopt the Employment Agreement for the position of Police Chief to cover the terms of employment beginning May 1, 2019.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
VILLAGE OF COAL CITY AND CHIEF OF POLICE TOM BEST**

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 _____, 2019

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
VILLAGE OF COAL CITY AND CHIEF OF POLICE TOM BEST**

WHEREAS, the Village of Coal City ("Village") is an Illinois 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 President is desirous of re-appointing Tom Best ("Best") to the office of Chief of Police; and

WHEREAS, the Village Board concurs with said appointment;

WHEREAS, the Corporate Authorities have considered the terms and conditions of the Employment Agreement for the position of Chief of Police of the Coal City Police Department ("Agreement") and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

WHEREAS, the Village and Best mutually desire to enter into the Agreement; and

WHEREAS, the parties shall be bound by the terms described more fully in the Agreement attached hereto as Exhibit A, and incorporated herein by reference.

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. ENACTMENT.

- A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Employment Agreement between the Village of Coal City and Tom Best, a copy of which is marked "Exhibit A," attached hereto and incorporated herein (the "Agreement") and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.
- B. The Village Clerk is further authorized and directed to retain a copy of the original, fully executed Addendum on file in her office for public inspection.
- C. Village officials and staff are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

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 _____, 2019, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2019.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT

[Attached on following pages]

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 22, 2019

**RE: ENTERING INTO GRANT ADMINISTRATION FOR HOUSING REHAB
WITH NCICG**

The Illinois Department of Commerce and Economic Opportunities (DCEO) Housing Rehabilitation Program may provide federally sponsored housing grants of up to \$50,000 of improvements for qualified homes within a specified neighborhood. The selection of the specific home that may qualify is a multiple step process for which the Village applied in 2018. Although Coal City's application was not selected in 2018, the Village may utilize its current adopted policies and survey information to re-apply in 2019 (to provide for 2020 construction). If successful, the Village and NCICG shall assist the State of Illinois with granting approximately \$500,000 within a Coal City neighborhood to home owners to rehabilitate their homes.

Due to the last application, the neighborhood shall be reduced to include the same area, i.e. east of S. Broadway and west of the UP Railroad tracks and north of Pine Street. However, the northern limit shall be reduced to Division, instead of North Street; this shall better align with DCEO guideline to pinpoint a specific neighborhood. NCICG shall charge \$5,000 for the administrative tasks involved with getting Coal City's application considered for approval.

Please note, as occurred last year, there will be multiple steps in this process. One of which, will be obligating the village to make a \$20,000 match to gain the \$500,000 approval form DCEO. The Community Foundation as already pledged \$5,000 of this amount and the requirement to replace the lead service lines at each participating household will prove the Village's contribution well spent.

Adoption of this resolution shall allow NCICG to proceed. The enclosed letter was prepared to get neighborhood residents to submit additional surveys. Those previously received last year shall be utilized and still qualify for consideration during this year's submittal.

Recommendation:

Approve Resolution No. _____: Entering into an Agreement with NCICG to Complete the DCEO Housing Rehab Program Application.

**RESOLUTION TO ENTER INTO AN AGREEMENT
FOR APPLICATION SERVICES
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING
REHABILITATION GRANT
ON BEHALF OF THE VILLAGE OF COAL CITY**

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2019 by and between the VILLAGE of COAL CITY, Illinois (hereinafter referred to as the "VILLAGE") and the North Central Illinois Council of Governments, 613 West Marquette Street, Ottawa, Illinois, (hereinafter referred to as the "COUNCIL").

WITNESSETH:

WHEREAS, the VILLAGE of COAL CITY is desirous of entering into an Agreement with the State of Illinois to provide for financial aid to the VILLAGE under Title I of the Housing and Community Development Act of 1974, as amended, for a CDBG Housing Rehabilitation project to provide housing rehabilitation to qualified residents.

WHEREAS, the VILLAGE desires to engage the COUNCIL to render certain technical advice and assistance in the preparation of an IL Community Development Block Grant (CDBG) application.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. APPLICATION PREPARATION

The COUNCIL shall perform all the necessary services provided under this AGREEMENT in connection with the Illinois Community Development Block Grant (CDBG) application preparation in a satisfactory manner, as determined by the VILLAGE. The COUNCIL does not guarantee that its application services will result in grant funding for the project. The COUNCIL, however, will make every effort to secure funding for said program in cooperation with the VILLAGE.

1. Work with the Village to acquire the appropriate income surveys for the project.
2. Assist in obtaining and evaluating available demographic and income data in order to assist the VILLAGE in obtaining said State assistance.
3. Advise the VILLAGE on strategies and activities most likely to result in favorable review by the Illinois Department of Commerce and Economic Opportunity (DCEO).
4. Advise the VILLAGE on possible avenues of financial packaging.
5. Assist the VILLAGE in obtaining cost estimates for all CDBG activities, including strategies to lower cost, wherever possible. Acquire information needed from all parties. Assemble the grant package.
6. Attend and conduct the CDBG required public hearing. Attend Village Board meetings associated with the preparation of the application and make presentations as required.
7. Prepare, duplicate, and distribute the required number of copies of the application. Attend any state required site visits, if requested.

B. COST OF SERVICES

Resubmittal application fee – \$5,000 includes the following

1. Survey to identify additional homes to increase the number of homes able to be rehabbed.
This includes cost of stamps and mailing supplies.
2. Assessments of the additional homes identified and updating of the 3 cost estimates
3. Publish legal notice for the official public hearing

The Village will be invoiced when the application is submitted.

C. OTHER PROVISIONS

1. This AGREEMENT shall be terminated if the COUNCIL ceases to exist as an organization under Illinois law and other related provisions. In the event that this happens, this termination will be effective as of the COUNCIL's dissolution with the VILLAGE being duly notified in writing. This AGREEMENT may also be terminated if the VILLAGE and the COUNCIL mutually agree in writing, that the objectives of this AGREEMENT cannot be met. The VILLAGE and the COUNCIL will mutually determine, in writing, any payments which may be due in the event of termination under this AGREEMENT.
2. The VILLAGE shall hold the COUNCIL harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the COUNCIL, its officers, its employees, their associates, and their employers under this AGREEMENT.
3. This AGREEMENT constitutes the entire AGREEMENT between the parties hereto, and no changes in or additions to said AGREEMENT shall be valid unless in writing signed by the parties hereto.
4. The COUNCIL shall perform the services hereunder as an independent contractor and shall not be considered an employee or agent of the VILLAGE for any purpose.
5. This AGREEMENT is personal between the VILLAGE and the COUNCIL, and any assignment of this AGREEMENT or of any of the funds due is expressly prohibited.
6. This AGREEMENT shall be interpreted and construed according to the laws of the State of Illinois.
7. THE VILLAGE AGREES TO pledge its support and assistance to the COUNCIL on an as needed basis in the coordination of application activities on behalf of the VILLAGE.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE of COAL CITY that this AGREEMENT be adopted by the VILLAGE of COAL CITY and the Village President and Village Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this _____ day of _____, 2019.

IN WITNESS WHEREOF, the VILLAGE and the COUNCIL have executed this AGREEMENT as of the date first above written.

FOR THE VILLAGE:

FOR THE COUNCIL:

Terry Halliday, Village President

Kevin Coleman, Vice President

ATTEST:

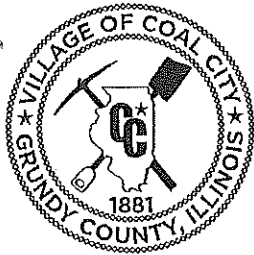
ATTEST:

Pamela Noffsinger, Village Clerk

Bill Simmons, Secretary

(SEAL)

(SEAL)



VILLAGE OF COAL CITY

Terry J. Halliday
President

Pamela M. Noffsinger
Village Clerk

Ross Bradley
Tim Bradley

Village Trustees
Sarah Beach
Neal Nelson

Justin Wren
Dan Greggain

May 16, 2019

**RE: RE-APPLICATION FOR THE
DCEO HOUSING REHABILITATION PROGRAM**

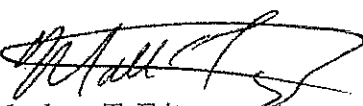
Dear Resident:

You are in receipt of this letter because the Village is utilizing a collaborative effort with the North Central Illinois Council of Governments (NCICG) in order to re-apply for the 2019 Housing Rehabilitation Program. Earlier this year, the Village's effort was passed over in favor of higher ranking proposals. However, the existing application can now be reconsidered during the State's consideration of program funding for the upcoming 2020 cycle. In order to be considered, Coal City must begin gathering additional information now.

The DCEO's (State of Illinois Department of Commerce and Economic Opportunities) Housing Rehabilitation Program may provide federally sponsored housing grants of up to \$50,000 of improvements for qualified homes within your neighborhood. The selection of the specific home that may qualify is a multiple step process for which the Village will find out if its re-application is successful sometime in the first quarter of 2020. If successful, the Village and NCICG shall assist the State of Illinois with granting approximately \$500,000 within your neighborhood to home owners to rehabilitate their homes.

Besides being located within a specific neighborhood that may apply for this program, NCICG did not have a survey from your household in order to properly evaluate the neighborhood. Regardless of your income, please submit the enclosed survey, which provides additional information so Coal City can gain additional points during its application submittal. There are different letters going to households within your neighborhood. You are getting the one for which NCICG did not receive a response when requested in 2018; others may get a similar letter or another letter informing them the Village intends to file for the program again, but the information they had previously filed is adequate. Please complete the enclosed survey and get your neighbors to do the same so Coal City may get a successful application in 2020.

Thank you,


Matthew T. Fritz
Village Administrator

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 22, 2019

RE: NIMEC TO HOST STREET LIGHT BIDS

The Village of Coal City has enjoyed a collaborative energy supply purchase with many other municipalities via the Northern Illinois Municipal Electric Collaborative (NIMEC) since 2008. Purchasing energy in a collaborative manner allows Coal City to bundle its electricity utilization with other entities to gain the best overall competitive price on a regular basis. Although NIMEC regularly bids the utility supply accounts for Coal City, it also gets a market bid for the street lights as well. In order to gain access to the accounts being bundles, there is a minimum threshold for total power utilized annually; Coal City has only two of these accounts and they are currently supplied power by Constellation Energy.

Should the Board choose to adopt the Resolution, additional street light accounts shall be considered prior to gaining market bids for the existing two accounts, which are –

Acct # 3547106019 (on Daisy) and
 0707486002 (on S. Broadway)

NIMEC gets a competitive bid by reviewing the market and attempting to gain a 24-hour rate. This means NIMEC's Director, David Hoover, watches the market prices and locks in a rate during the season's lowest bid season and prior to the market climbing back upwards. If the prices returned from market are higher than those gained by switching to ComEd –supplied energy, no supplier is retained. June is the time this historically occurs and NIMEC has requested the authority to be provided by the end of May. This Resolution shall allow the Village Administrator the authority to lock in the price for the street light accounts.

Upon notice, contracts are reviewed and returned in order to get the NIMEC-secured rate.

Recommendation:

Adopt Resolution No. ____: Granting Authority to the Village Administrator to Enter into an Energy Supply Contract as Provided by NIMEC.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.

WHEREAS, the Village of Coal City ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, the Village of Coal City has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy for Village facilities, due to NIMEC's municipal experience and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 150 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, the amount of compensation that NIMEC receives, if the Village chooses the NIMEC electricity supplier, is included in the electricity prices supplied by NIMEC, so there will be no direct payment made to NIMEC by the Village; and,

WHEREAS the Village has been working with NIMEC since 2008, and the Village has enjoyed a good working relationship with NIMEC.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS, AS FOLLOWS:

- Section 1.** That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the Village's broker for purposes of obtaining an electricity supply for the Village's municipal needs.

Section 2. That the Village Administrator is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs.

Section 3. That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Administrator is hereby authorized to sign the contract with the most optimal bidder, with the Mayor being hereby directed to place said contract on the first available Village Board regular meeting following the execution thereof by the Mayor, for ratification by the Village Board.

Section 4. That the Village Administrator may name a designee in matters concerning the bid if it should become necessary.

Section 5: The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED this ____ day of _____ 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____th day of _____ 2019.

VILLAGE OF COAL CITY

Terry Halliday, Mayor

ATTESTED and filed in my office,
this ____th day of _____ 2019.

Pamela Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 22, 2019

RE: ENGINEERING DESIGN OF BROADWAY CROSS STREETS

During the work that shall occur on Broadway, the intersections of multiple streets shall be impacted by the new cross section. It is timely to get the new street cross sections at Park Street towards the south end of the project and Church Street (with the CVS Drive-thru) to be reconstructed simultaneously so they are completed at the same time Broadway construction is completed.

Gordon Street was contemplated for possible re-design, but any work to be completed at that intersection will likely involve re-paving rather than any re-design work. Steve Sugg of CBBEL was the design engineer who was responsible for the Broadway design; he has provided a not to exceed estimate for the final designs of Church & Park Streets.

Work for these portions of road are to be completed at the same time D Construction completes Broadway, but will require 100% local funding. This portion of roadwork was held back in case local road related work was necessary during the Broadway reconstruction. The design work for Park Street is intended to straighten out the parking required for the restaurant at the SE corner of Park & Broadway; the area is currently lacking the proper lane width for as many parking spaces are utilized on a routine basis at the corner.

Recommendation:

Authorize CBBEL to complete portions of road design for Church & Park Streets not to exceed \$13,327.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9576 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 7, 2019

Village of Coal City
515 S Broadway Street
Coal City, IL 60416

Attention: Mr. Matt Fritz, Village Administrator

Subject: Proposal for Professional Engineering Services
Church Street and Park Street
Village of Coal City, IL

Dear Mr. Fritz:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the design of roadway improvements on Church Street and Park Street within the Village of Coal City (Village). Included in this proposal is our Understanding of Assignment, Scope of Services, and Fee Estimate.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL has previously prepared plans for Broadway Street. The proposed improvements on Church Street will extend from Broadway Street to the alley approximately 200 feet east of Broadway Street. The improvements on Park Street will extend from Broadway Street to the alley approximately 150 feet east of Broadway Street. It is our understanding that the Village will contact "D" Construction (Broadway Street contractor) and request that the work on Church Street and Park Street be included with Broadway Street.

SCOPE OF SERVICES

Task 1 – Meetings and Coordination: CBBEL will develop concepts for Village review and attend one meeting with the Village to discuss the proposed improvements.

Task 2 – Topographic Survey: CBBEL will prepare a complete topographic survey of both Church Street and Park Street within the limits described above. This survey will be used as a basis to design the proposed improvements.

Task 3 – Contract Plans, Special Provisions and Estimates: CBBEL will prepare plans, special provisions and a cost estimate. The cost estimate will be based on unit prices received from "D" Construction for the Broadway Street improvements.

ESTIMATE OF FEE

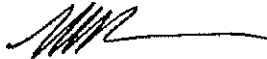
CBBEL estimates the following fees for the tasks described above.

TASK	DESCRIPTION	FEE
1	Meetings and Coordination	\$2,520
2	Topographic Survey	\$3,425
3	Contract Plans, Special Provisions and Estimates	\$7,282
	Direct Costs	\$100
	TOTAL	\$13,327

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE VILLAGE OF COAL CITY:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2019

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.



1. About This Contract

1.1 Contract Specifications

These contract Terms and Conditions apply to the Contract Specifications for:

Client: _____

Event Date: 07/27/2019 Time: 7:00 PM - 10:00 PM Location: Coal City, IL

Deposit Amount: \$ 900 Due Date: 05/21/2019 Total Price (including deposit) \$ 2750

Contracted Performer: Felix and Fingers (Company Members)

Performer will provide (if checked):

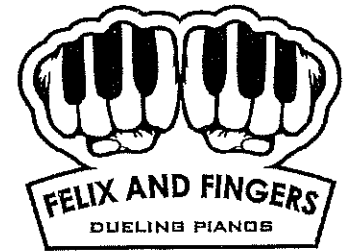
2 hour load in prior to start ☒	Minimum of two 10" or 12" speakers ☒	DJ Services ☒	Wedding Ceremony ☐
1 hour load out after end ☒	Minimum of six LED light cans or similar ☒	MC Services ☒	Cocktail Hour Music (+/- 30 mins) ☒
Contract times flexible to +/- 1 hour with 1 week notice ☒	All necessary gear, stands, cables, and hardware ☒	Projector and projector screen ☐	Dinner Music ☒
Up to three gear relocations ☒	Two Keyboards (electronic) ☒	Uplights (set of 8 cans) ☐	Evening Entertainment ☒
Two Dueling Pianists (Singers/Entertainers) ☒	Mini Piano Shells ☐	Grand Piano Shells ☐	Additional Musician(s) ☐
Solo Pianist/Entertainer ☐	One Keyboard (electronic) ☐		

Type of Event: Music Entertainment being provided for a Outdoor Event/Festival

Additional Terms:

1.2 Parties and Definitions

This contract constitutes an agreement between M.J. Productions (musical entertainment provider), hereinafter referred to as "MJP", and the authorized purchaser of MJP musical services, here in after referred to as "Client." Felix and Fingers Dueling Pianos, or "F&F" is a d.b.a. of MJP, and the entities shall be considered one in the same.



1.3 Services

By signing this contract and paying MJP the deposit amount indicated in the Contract Specifications, Client engages MJP to provide Client with entertainment services as specified in the Contract Specifications.

1.4 Contract basis

This contract is binding on both parties, and supersedes all prior written and/or oral representations, understandings, and contracts. This contract cannot be altered or changed unless agreed to in writing by both parties. If any portion(s) of this contract is found to be invalid, the remainder shall not be affected.

1.5 Service Changes, Rescheduling, Venue Changes

If Client requests changes in services, event date or schedule, and/or change of venue after Client has submitted this signed contract with deposit payment, MJP will attempt to accommodate the requested changes. However, any change is subject to the availability of MJP performers, MJP policies, and MJP capabilities. MJP reserves the right to reject such requests. Client may be in breach of contract by committing to any change that alters the specifications, terms, and/or conditions of this contract without written agreement with MJP.

1.6 Transfer

This contract may not be transferred to any other entertainment provider other than MJP or any other entertainment purchaser other than the assigned Client.

1.7 Terms

After this contract has been signed by both parties and Client has paid deposit amount indicated in the Contract Specifications, this contract is in force until the end of the contracted event, and until all payable amounts have been received in full by MJP.

1.8 Breach Policy

Notwithstanding the fact that Client has breached any part of this contract, MJP will be paid in full.

2. Payments

2.1 Advance Deposit

An advance deposit of the amount designated in the Contract Specifications (1.1) is required to reserve MJP for Client's event.

This contract between MJP and the Client shall not become effective until it is signed and the initial amount due has been paid. At the time the contract takes effect, MJP shall reserve the date and time agreed upon, and not make any other conflicting reservations or accept any other clients for said date and time (beyond the player limitations of the company). For this reason, in the event that the Client cancels the contract for any reason, all monies paid shall be retained by MJP in order to offset its loss of business.

At the time of the event, MJP will apply the deposit amount toward the event's full contract price. Prior to this time, the deposit serves as consideration for MJP reserving the date and performer(s).

Deposit refunds are subject to the terms in this document's Cancellation section. Payments must be made according to the Payment Methods indicated below.

Deposit Due Date: If MJP does not receive the required deposit amount by the deposit due date, Client releases MJP from any obligations to hold the date, and this contract is null and void unless MJP extends the deposit due date in writing.

Deposit Returns: If MJP receives Client's deposit payment after the deposit due date, and MJP has notified Client previously that MJP will not contract with Client, MJP will refund to Client any deposit payment received.

Deposit Transfer: If the event is postponed and rescheduled for a date within 12 months of the original contract event date, MJP may transfer and apply any advance deposit amount(s) received from Client to the rescheduled event contract.

2.2 Balance Due

The balance due is the amount remaining from the full contract price after Client has paid MJP an advance deposit. This balance due must be paid in full to MJP any time before the performance, and is subject to the late payment charges indicated in this document if circumstances necessitate a fee. Payments can only be accepted by Michael Potts or Jessica Potts, and cannot be paid to the players directly.

2.3 Payment Methods

MJP accepts all payments of: Cash, Check, Credit Card (3.5% surcharge), and Bank Transfer. Checks can be made out/sent to:

MJ Productions Inc
6012 Highland Ln
Lakewood IL 60014



2.4 Overtime Charges

MJP performances beyond the duration indicated in the Contract Specifications, are subject to the specified overtime charge. Overtime is billed in 30-minute increments and must be verbally approved by the Client. Overtime charges are due upon completion of MJP's performance obligations and must be paid to the performer/band leader at the event venue, unless Client has made previous arrangements in writing with MJP. Overtime is charged at \$75 per 30 minutes per musician. Overtime charges are only calculated for extra performance time. Tear down or load out time does not constitute any extra charges.

If Client incurs any additional fees from the venue due to MJP performance or load out time, Client will be fully responsible for those charges and will indemnify MJP of any related claims.

2.5 Late Payment Charges

Any past due charges outstanding to MJP will accrue late fees of 2% of the payable amount(s) per month or any part thereof following the due date. Client will also be responsible for any costs, fees, or expenses born by MJP in the recovery of the outstanding charges, including legal fees, court costs, collection costs, travel costs, telephone costs, or any other applicable expenses.

2.6 Returned Checks

MJP will assess Client a \$25 fee for any check returned unpaid due to insufficient funds. MJP also reserves the right to rescind this contract or restrict allowable payment methods if a deposit check is returned unpaid.

3. Event Cancellation

By signing this contract and paying the deposit amount to MJP, Client understands that MJP will reserve the musicians and performers for the event, and turn away inquiries from other prospective Clients for that date. Client also understands that MJP's ability to rebook a cancelled date becomes progressively more difficult the closer the cancellation date is to the event date.

3.1 Notice

Client must give notice in writing (email or certified mail) to MJP for any event cancellation. In the case of changes made on the day of event, please call Michael Potts at 815 245 3623, and/or your scheduled performer.

3.2 Cancellation

If Client opts to cancel the event due to any reason outside MJP control (including low ticket sales or attendance), MJP will refund Client any payments made/assess charges according to the following schedule:

REFUND SCHEDULE

Cancellation (Not rescheduling); Number of Days' Notice of Cancellation; Refund to Client

More than 180 days before event date

MJP refunds all amounts paid to date minus a \$300 service fee.

61-180 days before event date

- MJP will make a reasonable effort to rebook the date with third party. If MJP is able to rebook the date (with a comparable booking) prior to the event date, MJP will refund all amounts paid to date minus a \$300 service fee.

- If MJP is not able to rebook the date prior to the event date, MJP retains 100% of the deposit amount.

- MJP will also refund in full any other payments Client has made toward the full contract price above and beyond the deposit amount. No other fees would be owed by Client

31-60 days before event date

- MJP retains 100% of the deposit amount.

- MJP will also refund in full any other payments Client has made toward the full contract price above and beyond the deposit amount.

0-30 days before event date

- MJP retains 100% of the deposit amount PLUS the lowest option between:

- a. \$1500 cancellation fee plus reimbursement for any travel arrangements that cannot be refunded (flights, hotels, rental cars).

- b. The outstanding balance owed plus reimbursement for any travel arrangements that cannot be refunded (flights, hotels, rental cars).

- MJP will refund any other payments Client has made that are in excess of the deposit and cancellation fees.

All refunds shall be paid and all assessments shall be due within 10 business days of the scheduled event date.

Exceptions to the above Refund Schedule MJP will refund to Client all amounts paid over and above the deposit in the following circumstances:

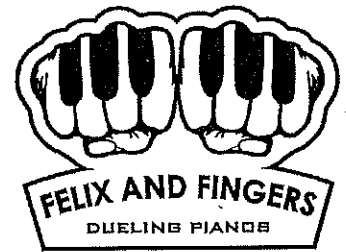
- Client cancels event due to verifiable death of an immediate family member (Weddings and Private (non corporate/fundraising) Events only)

- Event cannot proceed due to a catastrophic event such as war, fire, riots, hurricane, tornado, substantial rain/flood, or acts of God beyond the control of Client and/or MJP; MJP agrees to contact Client in advance of event should such circumstance be anticipated.

- If no deposit is due prior to event date, then a cancellation fee of \$100 will apply if cancelled outside of 7 days of event (full contracted price will apply if within the 7 days).

3.3 Weather related cancellations

If a forecasted weather condition that may endanger guests, the following terms and conditions will apply:



- a. MJP shall contact Client within 12 hours of the event to confirm whether any weather conditions that may endanger guests have resulted in the cancellation of the event.
 - (i) If Client advises MJP that it will be cancelling the event, the Client's deposit shall be held by MJP and Client shall have the right to apply that deposit to a new booking within 9 months of the originally scheduled event (subject to F&F availability). If the Client fails to schedule a new booking within 9 months of the originally scheduled event the Client shall forfeit the deposit and no other funds shall be due to MJP.
 - (ii) If Client advises MJP that the event will not be cancelled and MJP cancels due to the fact that travel conditions are prohibitive MJP will attempt to locate comparable entertainment options for the Client, and if located and approved by the Client in writing, MJP will renegotiate terms for the replacement act at its own expense. If no replacement act is found or deemed suitable by the Client, MJP shall refund all monies paid by Client under this contract.
 - (iii) If Client advises MJP that the event will not be cancelled and MJP attempts to travel after securing a verbal Client approval to begin travel, MJP will make every reasonable effort to arrive at the venue on time, including an increased travel time up to three times the usual anticipated travel time. (Ex. a venue 3 hours away would be given 9 hours of travel time allowance). If MJP is unsuccessful at arriving after these best efforts, the full contract price will still be due.

3.4 Booking Guarantee

Client has the option to void contract after execution, without penalty, monetary or otherwise, and recoup the full deposit and additional payments, if all of the below conditions are met:

- a. Client offers 24 hour notice to MJP about intentions to attend an event.
- b. Client attends the intended (per 3.4a) public Felix and Fingers Dueling Pianos performance
- c. Client speaks directly with and introduces him or herself to at least one of the performing dueling pianists.
- d. Cancellation request is submitted in writing (email is acceptable) within 2 months of Client signing the contract.

For more details, please visit <https://www.felixandfingers.com/blog/news/felix-and-fingers-dueling-pianos-booking-guarantee/>

4. Event Termination or Interruption

4.1 Venue/Facility Conditions

If upon arrival or at any time during the event, the venue's physical and/or electrical conditions do not adequately support MJP's performance requirements, or the space is not available for the required load-in and setup time through no fault of MJP and its performer(s) and personnel, MJP is not responsible for any delays or interruptions of its performance services. While MJP will make every effort to resolve such situations, Client will still be responsible for the full contract price contained herein. MJP requires a stage size of 12' wide x 8' deep for the keyboards or mini shells, or 16' wide x 10' deep for full sized grand piano shells. MJP electrical needs can be covered with a single, correctly functioning, 20 amp circuit.

4.2 Premature Event Termination

If Client's event is discontinued or cancelled after it has already begun, but prior to its scheduled end, due to any circumstance (whether voluntarily, by Client direction, or due to weather, accident, act of God, insufficient guest participation, civil disobedience, citation, order of any public authority) that is not the direct result of MJP's failure, inability, or unwillingness to deliver the services agreed to in this contract, such termination shall be deemed premature event termination. In such case, all payments received to date will be non-refundable and non-recoverable, and any remaining balances will be due and payable in full.

In the event MJP's performance is delayed or terminated early due to MJP's sole failure or inability to deliver the services, Client shall receive a refund at a prorated rate of the full contract price. MJP is considered to be "performing" if any type of music service or event coordinating service is being provided, including DJed music, Emcee responsibilities, and background music. This clause does not apply to any delays caused by weather, venue conditions, guest activity, or anything else not in MJP control.

4.3 Event Interruption or Delayed Start

If event is interrupted or start time is delayed during the contracted time period for any reasons not the direct result of MJP's failure, inability, or unwillingness to deliver the services agreed to in this contract, MJP is not responsible to make up the lost time, and is only obligated to perform its contracted services up to the contracted event end time.

5. Performance Provisions

5.1 Song Selections

MJP will make every effort to accommodate Client's specific song requests and general song style directions. However, MJP is only obligated to perform songs that are critical to the event (e.g. scheduled wedding ceremony music, bride/groom first dance, special pre-arranged commemorative songs), and that, prior to the event, MJP has agreed to perform. MJP must provide ample notice to Client if MJP is unable to perform any such critical song, and will work with Client to identify a suitable replacement if possible. MJP requires at least two weeks notice per requested song in order to perform at MJP standards. MJP will incorporate non-critical song

requests requested by Client prior to the event subject to the performer's discretion. Song requests made during the event should be communicated directly to the performer/band leader, and are subject to the performer's discretion.



5.2 MJP Personnel

MJP officially secures players 11 months prior to the event date, and should this contract be executed inside of that time, MJP will supply musicians as listed (if applicable). MJP might recommend player replacements based on changing interpersonal dynamics, but Client reserves the right to accept or decline recommended changes. Should MJP need to replace players, due to illness, injury, terminated employment, personal/private/familial conflicts, acts of God, or any other reason that could prohibit a player from performing and/or compromise the quality of the service provided it shall present Client with potential player substitutions in writing or verbally, to the client. MJP shall give Client the option to use these performers or cancel this Contract and receive a full refund of monies paid under this Contract to date. To uphold MJP performance standards, substitute players will be selected from preexisting "company performers", as listed on the Felix and Fingers website (www.felixandfingers.com) at the time of the conflict. If no website players are available, MJP will use third parties with Client approval.

5.3 Guest Musicians

Client must get approval from MJP prior to event for guest musicians and/or singers to "sit in" with the band. Any guest requesting to perform with MJP and/or use MJP musical instruments and/or equipment must have the approval of MJP.

5.4 Venue/Facilities

- 5.4. a. MJP requires certain physical conditions to provide adequate performance space and electrical supplies to support its sound system and musical instruments. These conditions vary depending on the event's unique specifications.
- 5.4. b. MJP requires certain pre- and post-event time durations to load in, set up, tear down, and load out its personnel and equipment. The performance area must be accessible to the vehicles owned by MJP performers.
- 5.4. c. MJP works directly with the venue prior to the event to verify adequate performance conditions and timing. MJP will notify Client prior to the event if there are any potential problems with the facility, and will attempt to resolve the situation with Client and venue. (See item 4.1, Venue/Facility Conditions)
- 5.4. d. MJP requests that the musicians and all equipment be sheltered at all times (e.g. tent(s) for outdoor venues). Should this request not be fulfilled by the Client, MJP reserves the right to end the performance upon any threat of heavy wind, rain, sleet, snow, hail, extreme sunlight, heat, etc. that endangers the musicians or their equipment. Should such a cancellation occur the day of the event, contract balance must still be paid in full by Client.
- 5.4. e MJP reserves the right to reject sloped stages or unsafe performance environments and will not set up or perform till a satisfactory stage (as determined by MJP) is available. MJP will be paid in full regardless of their performance or lack thereof due to an insufficient stage. Any questions pertaining to the condition/dimensions of the stage should be directed to MJP Owner, Michael Potts.

5.5 Musician Meals

MJP requires a meal for any musician or sound engineer who is working on site for more than 4 hours, including set up and tear down. A meal includes unlimited drinks (non-alcoholic), and choice of any reasonably priced entrée(s) or buffet selections served by the Client/venue. In order to prevent food borne illness, "Vendor meals" are not acceptable meal choices. Performers reserve the right to deny food that they deem unfit, which will need to be replaced by a guest meal or something comparable quality. If no meal exists and musicians need to order a meal from a third party, Client will be responsible for reimbursement of reasonable meal costs.

6. Liability

In order to prevent liability from accidental injury or damage to MJP equipment and musical instruments, MJP reserves the right to deny any guest access to the performance area during equipment load-in, setup, performance, tear-down, and loadout. Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these liability provisions. Client agrees that it shall be liable for behavior of guests and agrees to maintain conditions that will not inhibit the MJP performance nor cause loss, injury or damage to MJP personnel, equipment, and musical instruments, and shall indemnify and hold MJP and its staff and musicians harmless from any and all claims to the extent such is caused by Client's negligence or willful misconduct.

7. Miscellaneous

7.1 Publicity

MJP agrees that Client may use MJP's name (including Felix and Fingers name), pictures, photographs, links to recordings, and other likenesses in connection with advertising and publicizing the engagement to Client's employees. MJP reserves the right to revoke publicity allowances should Client use media in a way that reflects poorly on MJP or the Felix and Fingers brand (at the discretion of MJP)

7.2 Recordings and photographs

MJP agrees that Client and Client's guests may take photographs and video tape portions of the performance for: (1) personal use by the Client's guests (e.g., posts to social media) and (2) internal use by the Client.

7.3 Independent Contractor

MJP, its officers, agents and employees (if applicable), in the performance of this Contract shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the Client.



7.4 Recurring Engagements

If Client engages MJP for future bookings, and said bookings do not receive a specific contract detailing terms beyond email communications, this (or the most recent) agreement shall govern all terms left unlisted in subsequent email/written communications, including, but not limited to, cancellation policies. This especially applies to public venues that utilize MJP services for recurring bookings.

I hereby agree to all terms and conditions contained in this document:

Client:

Signature

MJP:

Signature

Date:

Date:

Client Contact Information:

Email:

Cell Number:

Client Home/Business Address:

Venue Address:

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 22, 2019

RE: EXEMPT STATUS SUPPORT LETTER

IDOT has been attending Quiet Zone consideration meetings at different times throughout the past ten years as Coal City has been making it proper improvements and filings to eventually gain Federal Railroad Authority (FRA) approval for a quiet zone corridor to be created through Coal City. During this process there were three crossing determined to qualify for "Exempt Status." This determination allows signs to be posted at the railroad crossing and/or the railroad warning crossbucks removed in order to formally notify passersby the crossing is no longer active.

This determination would greatly lessen the delays in traffic on Division Street for the trucks and buses that are required to stop and check at each and every crossing regardless of activity. The BNSF has been disconnect from the UP near Pequot curve for some time, but this disconnection was further exacerbated by recent signal improvements made by the BNSF indicating the UP would remain inactive. Thanks to the recent de-rail switch that has been added to the UP rail line south of Spring Road, the Spring Road may petition for exempt status at this time as well.

Waiting for and joining IDOT in their request for the gaining this status for these crossing will result in savings for the Village of time money and energy. The ICC shall determine all Coal City crossings simultaneously via the IDOT consolidated petition. Although IDOT is placing the petition and has requested Coal City's support the remaining process may still take 12 -18 months for final consideration.

May 22, 2019

Steven P. Klein
Railroad & Utilities Technician
Illinois Department of Transportation – District 3
700 E. Norris Drive
Ottawa, IL 61350

RE: EXEMPT STATUS REQUEST FOR 3 CROSSINGS IN COAL CITY

Dear Mr. Klein:

On multiple occasions IDOT along with representative of the ICC have reviewed the crossings within Coal City for possible improvements and changes. While the community continues to work in concert with all of the entities involved in proper administration of the rail crossings, the subject of exempt status for multiple crossings has been considered.

Please accept this correspondence as support for the petition to receive *Exempt Status* for three Union Pacific Railroad Crossings located within the Village of Coal City. On behalf of Mayor Halliday and the Village Board of Trustees, please gain *Exempt Status* for the UP Crossings located at Fifth Avenue, Division Street (State Route 113), and Spring Road.

Best of luck gaining approval through the requisite petition review and approval process. Please do not hesitate to call upon the Village of Coal City if our testimony can aid in acquiring this status at each of the crossings.

Sincerely,

Matthew T. Fritz
Village Administrator

cc: Mayor Halliday
Board of Trustees

Coal City Police Department
Weekly Summary of Activities
Thursday 05-02-19 – Wednesday 05-08-19

During this period, there were 43 calls for service, 08 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-02-19 at 8:25 AM, police responded to the police department for a walk in complaint. An E. 3rd St. resident advised police that his 12 year old son was struck by a vehicle while riding his bike to school. Police were advised the male was taken to the ER by another family member. The complainant stated he spoke with the male driver who provided his name. Police were able to identify the driver and spoke with him by telephone, who stated his vehicle never moved and the child actually struck the front of his vehicle. After speaking with the juvenile it was determined he had no injuries and this report are intended for informational purposes only.

05-06-19 at 2:33 AM, police responded to an E. 1st St. for a disturbance call. The complainant stated two men at his residence were friends of his girlfriend. The complainant stated he wanted them removed because he felt they were there to steal his things. Both males stated they had no idea why h the complainant was upset with him. Police determined all the subjects were intoxicated and it was only a verbal argument. Police were able to resolve this incident when the men agreed to leave the residence.

Arrest Incidents

Expired Registration	1
Failure to Reduce Speed to avoid an Accident	1
Disobeying a Stop Sign	2
No Valid D.L.	2
Speeding	3
Warrant	1
Revoked D.L.	1
Fleeing to Elude Police	1
Possession of Drug Paraphernalia	1

Coal City Police Department
Weekly Summary of Activities
Thursday 05-09-19 – Wednesday 05-15-19

During this period, there were 43 calls for service, 08 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-12-19 at 6:52 PM, police responded back to a Trotter Dr. residence for an ongoing argument between a couple who are divorcing. The complainant stated they had issues regarding personal property. Police advised one of the parties should leave for the evening, the female gathered items and left the residence.

05-15-19 at 10:03 AM, police responded to an E. 2nd St. residence for a neighbor dispute. The complainant stated her neighbor approached her boyfriend in their backyard regarding leaves and yard waste being dumped on his property. After speaking with village officials it was determined the property was owned by the railroad.

Arrest Incidents

Speeding	7
Revoked D.L.	1
Disobeying a Traffic Control Device	1
Operating an Uninsured Motor Vehicle	1
Expired Registration	1
Failure to Reduce Speed to avoid an Accident	1