

7. Ordinance 19-18 Rezoning & Conditional Use Permit
PIN #06-35-453-002, #06-35-454-001
And #06-35-431-002

8. Ordinance 19-19 Sale of Surplus Property
160 S. Broadway

9. Resolution 19-10 Employment Agreement with Village
Administrator

10. Resolution 19-11 Authorizing Entry Into A Revised
Intergovernmental Agreement with
Coal City Community School Dist. #1
For a Sanitary Easement

11. Resolution 19-12 Authorizing Entry Into A Revised
Intergovernmental Agreement with
The Fredin Trust For a Sanitary Easement

12. Report of Wastewater Treatment Expansion Plan Study
By Don Bixby, Chamlin Engineering

13. Approval for Phase 1 Engineering-North Broadway

14. Report of Mayor

15. Report of 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 sale of property per 5 ILCS 120/2(c)(6)

22. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 12, 2019

**RE: SALE OF ADDITIONAL PARCEL TO BE INLCUED WITHIN LAND
BETWEEN THE RAILROAD TRACKS**

The Village Board previously decided at a meeting in January to declare surplus property which is located between the BNSF and UP railroad tracks at the north end of Railroad Street. Once the Board adopted this ordinance, the means to develop a legal description for this property was approved as well. Upon receiving the legal description for the property, it was discovered there is an additional parcel of land to be included within the surplus land sale in addition to that land previously authorized for sale.

This area being located between two railroad tracks and having been incorporated previously into the Village of Eileen provide to be difficult to gain a good legal description to ensure the sale of land would be clear. The Ordinance to be considered this evening would add a parcel with property identification number 06-35-435-002 to be available for sale as well. This ensures what the Village believes will be conveyed would be conveyed and no orphan parcel would remain.

Together with the rezoning, the Village will embark on the first step, which is to receive bids. After selecting someone to whom the land is conveyed, the Village can then consider abandoning the rest of eth rights of way within this area of the private developer intends upon developing additional land between the railroad tracks at the north end of Railroad Street.

Recommendation:

Adopt Ordinance No. ____: Authorizing a Parcel of land to be Offered as Surplus Property.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY
BELONGING TO THE VILLAGE OF COAL CITY**

(PIN 06-35-453-002)

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY
BELONGING TO THE VILLAGE OF COAL CITY**

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;

WHEREAS, the Village previously enacted Ordinance 19-03 on January 23, 2019 (“Ordinance 1”), declaring PINs 06-35-431-002 and 06-35-454-001 surplus real estate (the “Original Property”), authorizing the sale thereof, and ordering a survey of the property authorized for sale as surplus property;

WHEREAS, the survey revealed additional real property owned by the Village, bearing PIN 06-35-453-002 (the “Additional Property”), which the Village Board hereby finds to be surplus property no longer necessary or useful for public purposes and desires to sell the Additional Property together with the Original Property (the Additional Property and the Original Property shall be cumulatively known as the “Property”); and

WHEREAS, the Property is generally described as consisting of approximately +/- 2.5 acres of vacant and unimproved real property generally described as being located between the Union Pacific (“UP”) and Burlington Northern Santa Fe (“BNSF”) railroad tracks, north of 2nd Street and south of 4th Street, Coal City, Grundy County, Illinois, bearing PINs 06-35-453-001, 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001 and legally described in **Exhibit A**, which is attached hereto and incorporated by reference as though fully set forth herein;

WHEREAS, the Property consists of unimproved, irregularly-shaped lots located in the Village’s I-1 Industrial zoning district;

WHEREAS, the Property is the subject of a pending application by the Village to be rezoned

to the Village's C-5 Highway Commercial zoning district and, if such rezoning is approved, the Property would be subject to the regulations governing use and development within a C-5 Highway Commercial zoning district;

WHEREAS, the Property is not presently utilized by the Village or contemplated for any future public use, remains vacant, is not generating any tax revenue, and may be appropriate for certain limited commercial development;

WHEREAS, Sections 11-76-1 and 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, authorize the Village to sell surplus property in accordance with certain statutory procedures;

WHEREAS, the Corporate Authorities hereby find and determine that it is no longer necessary, appropriate, or in the best interest of the Village to retain title to the Property, and that the Property is not required for the use of, or profitable to, the Village;

WHEREAS, the Village is considering selling all or a part of the Property in accordance with Section 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-2; and

WHEREAS, the Corporate Authorities further find and determine that it is in the best interest of the Village to offer the Property for sale and seek bids for the purchase of all or a portion thereof pursuant to a notice in substantially the form attached to this Ordinance as Exhibit A and in accordance with the procedures set forth in Section 11-76-2 of the Illinois Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, 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. Authorization for Sale, Survey of Property, and Legal Notice.

- A. The Corporate Authorities having determined that the Property is no longer necessary, appropriate, required for the use of, profitable to, or in the best interest of the Village, hereby direct the sale of the Property to the bidder(s) with the highest bid or whose bid(s) are otherwise found by the Corporate Authorities to be in the best interest of the Village. A split or partial bid may be awarded for different parts of the Property if development plans presented by different bidders for distinct portions of the Property are complementary and would not interfere with one another, where the Village Board determines, in its sole discretion, that a split or partial bid award is in the best interest of the Village.
- B. The Village Clerk is hereby authorized and directed to publish notice of the Village's proposal to sell and to advertise for bids for the purchase of all or a portion of the Property in accordance with the requirements set forth in 65 ILCS 5/11-76-2 and in the form substantially similar to the Notice of Bid set forth in **Exhibit B** attached to and, by this reference, made a part of this Ordinance, once each week for three (3) consecutive weeks in the *Coal City Courant*, with the first publication date at least thirty (30) days prior to the opening of the bids.
- C. The Village President, Clerk, Administrator, and Attorney are hereby authorized and directed to draft, execute and complete any and all instruments or documents deemed necessary or convenient to effectuate the intent of this Ordinance, whether or not such other documents are attached hereto. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the seal of the Village to all such documents as are deemed necessary.

D. The officers, employees, and agents of the Village shall take all actions reasonably required or necessary to carry out and give effect to the intent of this Ordinance and otherwise to consummate the sale of the Property to the bidder, if any, whose bid is determined to be in the best interest of the Village, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein and approving the expenditure of all necessary funds to consummate the sale of the Property.

SECTION 3. Resolution of Conflicts.

All ordinances 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 Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2019, 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

LEGAL DESCRIPTION OF PROPERTY

INSERT

EXHIBIT B

NOTICE OF BID ON SURPLUS REAL PROPERTY

INSERT

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 12, 2019

**RE: REZONING & CONDITIONAL USES FOR VILLAGE PROPERTY
BETWEEN THE BNSF & UP RR TRACKS AT THE END OF RAILROAD
STREET**

The Village Board previously decided at a meeting in January to declare surplus property which is located between the BNSF and UP railroad tracks at the north end of Railroad Street. Once the Board adopted this ordinance, the means to develop a legal description for this property was approved as well. Upon receiving the legal description for the property, staff also had the Planning & Zoning Board consider the property for re-zoning to allow conditional uses of mini-warehousing along with open storage. Gaining the re-zoning of the property prior to making the land available for purchase ensures a lesser utilization of the land by future owners rather than all of the uses allowed within its existing industrial zoning; this was necessary since the Village would no longer be in control of the use of the land to be surplus.

Although more Village-owned land shall remain between the railroad tracks, making only Parcels 1-4 available for sale will ensure the Village can still maintain stormwater conveyance through the area regardless of its eventual end user and use. Coal City shall be able to maintain the ditch on the north end of the surplus property and retains the land to reach the area from Fifth Avenue.

The Planning & Zoning Board is set to hold a public hearing on Monday evening. Dependent upon the action of the Planning & Zoning Board, this matter may be considered at Wednesday night's Regular Meeting.

Recommendation:

Adopt Ordinance No. ____: Rezoning a Portion of Surplus Property of the Village between the BNSF & UP RR Tracks at the North End of Railroad Street with Conditional Uses.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A REZONING OF PROPERTY OWNED BY THE
VILLAGE WITH PROPERTY IDENTIFICATION NUMBERS 06-35-453-002, 06-35-454-
001, & 06-35-431-002, WHICH IS LOCATED BETWEEN THE BNSF AND UNION
PACIFIC RAILRIAD TRACKS AT THE END FO RAILROAD STREET
FROM I-1 TO C-5 ALONG WITH CONDITIONAL USES TO ALLOW MINI-
WAREHOUSES AND OUTDOOR STORAGE 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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A REZONING OF PROPERTY OWNED BY THE VILLAGE WITH PROPERTY IDENTIFICATION NUMBERS 06-35-453-002, 06-35-454-001, & 06-35-431-002, WHICH IS LOCATED BETWEEN THE BNSF AND UNION PACIFIC RAILRIAD TRACKS AT THE END FO RAILROAD STREET FROM I-1 TO C-5 ALONG WITH CONDITIONAL USES TO ALLOW MINI-WAREHOUSES AND OUTDOOR STORAGE IN THE VILLAGE OF COAL CITY

WHEREAS, an application for rezoning according to Section 156.94 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Matt Fritz (“applicant”) on May 20, 2019 to request the rezoning of the property from I-1 to C-5; and

WHEREAS, the applicant requested a conditional use to allow, “Mini-warehouses as defined in [Section] 156-3” and “Outdoor storage associated with a permitted or conditional use in the district,” as required with Table 7 of the village’s zoning code; and

WHEREAS, a public hearing regarding consideration of the rezoning petition along with a conditional use was held on June 10, 2019; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on June 10, 2019 to consider passage of the rezoning request to the Board of Trustees; and

WHEREAS, Section 156.270 permits the Village Board to approve amendments to the zoning of property; 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 conditional uses.

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. The Board of Trustees finds as follows concerning the Zoning Amendment for Village-owned property between the UP & BNSF railroad tracks:

- A. **Compatible with Use or Zoning of Environs.** The area to be re-zoned is adjacent to residential properties and should be downzoned to accommodate land usage consistent with those allowed within C-5 zoning requirements.
- B. **Supported by Trend of Development.** The property shall accommodate businesses having large space needs, and other establishments offering goods and services that are less frequently purchased.

- C. **Consistent with Comprehensive Plan Objectives.** Zoning this portion of land commercial shall be consistent with the comprehensive plan objectives.
- D. **Further Public Interest.** The re-zoning of this property shall allow the Village to offer the land for purchase allowing the land to be placed back onto the property tax role resulting in additional resources for the regular municipal functions enjoyed by all residents.

Section 3. Findings of Fact. The Board of Trustees finds as follows concerning the Requested Conditional Uses for Village-owned property between the UP & BNSF railroad tracks:

- A. **Traffic.** The conditional use shall allow the property to be utilized in the same manner as adjacent property and shall have a less adverse impact than the prior industrial uses of the property.
- B. **Environmental Nuisance.** The conditional uses that have been considered shall not cause an environmental nuisance at the subject property.
- C. **Neighborhood Character.** Allowing the utilization of mini-warehouses and outside storage is consistent with the neighborhood character; the adjacent property currently utilizes mini-warehouses.
- D. **Public Services and Facilities.** Granting these conditional uses have minimal impact upon the property and do not require additional public services or facilities to be contribute din order for the allowed uses to function.
- E. **Public Health and Safety.** These conditional uses shall not be detrimental to the public health and safety of adjacent residents or to the community at large.
- F. **Other Factors.** This area has accommodated outside storage of spoils dating back to its utilization by the village of Eileen. The conditional uses utilize the land much the same as the adjacent property.

Section 4. Description of the Property. The property is currently owned by the Village and is located north of Railroad Street between the BNSF & Union Pacific Railroad Tracks. A legal description of the property to be re-zoned is provided within Attachment A.

Section 5. Public Hearings. A public hearing concerning the consideration of rezoning was advertised on May 22, 2019 in the Coal City Courant and held by the Planning and Zoning Board on June 10, 2019 at which time a majority of the Planning and Zoning Board members recommended passage of the applicant's request to the Board of Trustees.

Section 6. Zoning Amendment with additional Conditional Use and Variance. The applicant's request for map amendment with additional relief is granted as follows:

- A. A zoning amendment altering the zoning of the property from I-1 to C-5 is hereby granted.

- B.** The property shall be provided a conditional use to allow Mini-warehouses as defined in Section 156-3 and Outdoor storage associated with a permitted or conditional use in the district.

Section 7. Conditions. The zoning amendment with additional relief granted herein is contingent and subject to the following conditions:

- A.** The property shall be utilized in a manner consistent with the presentation of the applicant before the Planning & Zoning Board and the Board of Trustees.

Section 8. 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 9. 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 10. 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

ATTACHMENT A

PARCEL 1

ALL THAT PORTION OF LOTS 13 AND 14 IN BLOCK NINE (9) IN THE VILLAGE OF COAL BRANCH JUNCTION AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, LYING SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 2

ALL OF BLOCK SIXTEEN (16) LYING SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY IN THE VILLAGE OF EILEEN, GRUNDY COUNTY, ILLINOIS.

PARCEL 3

LOT 7 IN BLOCK 22, SITUATED IN THE VILLAGE OF EILEEN AS SHOWN BY THE PLAT THEREOF, SITUATED IN THE TOWNSHIP OF FELIX, AND RECORDED MAY 2, 1883, IN PLAT BOOK B, PAGES 18 AND 19 OF THE LAND RECORDS OF GRUNDY COUNTY, ILLINOIS.

PARCEL 4

ALL THAT PORTION OF LOTS 5 AND 6 LYING SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY IN BLOCK 22, SITUATED IN THE VILLAGE OF EILEEN AS SHOWN BY THE PLAT THEREOF, SITUATED IN THE TOWNSHIP OF FELIX, AND RECORDED MAY 2, 1883, IN PLAT BOOK B, PAGES 18 AND 19 OF THE LAND RECORDS OF GRUNDY COUNTY, ILLINOIS.

Parcel #1 06-35-453-002

Parcel #2 06-35-454-001

Parcel #3 06-35-431-002

Parcel #4 06-35-431-002

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Village of Coal City

Address: 515 S. Broadway Phone number: 815/634-8608

Owner represented by: Self _____ Attorney: Mark Neenle

Contract purchaser N/A Other agent _____

Agents name Matthew T. Fritz Phone number: 815-634-8608

Address: 515 S. Broadway

Existing zoning: I-1 Use of surrounding properties: North RM-2 South I-1

East RS-3 West RM-1

What zoning change or variance: (specify) Rezoning from I-1 to C-5 Highway Commercial and conditional use permit in C-5 zoning

To allow what use Storage garages and include outdoor storage and mini-warehouses per Table 7, Group T, Use #31 & #23

Tax number of subject property: See Attached

Common address of property: _____

Parcel dimensions: _____ Lot area (sq. ft.) _____

Street frontage _____

Legal description See 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.

Village of Coal City
By Matthew T. Fritz, 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 20 day of May, 2019.

Pamela M. Noffsinger

Notary Public (Seal)



[Signature]

Signature of Owner

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

Please note the number of pages attached. 2

FOR OFFICE USE ONLY

Case number ZA-307

Location of hearing

Filing date 5-20-19

Village Hall

Hearing date 6-10-19

515 South Broadway

Filing fee \$ N/A

Coal City, Illinois

Hearing time 7pm

PARCEL 1

ALL THAT PORTION OF LOTS 13 AND 14 IN BLOCK NINE (9) IN THE VILLAGE OF COAL BRANCH JUNCTION AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, LYING SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 2

ALL OF BLOCK SIXTEEN (16) LYING SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY IN THE VILLAGE OF EILEEN, GRUNDY COUNTY, ILLINOIS.

PARCEL 3

LOT 7 IN BLOCK 22, SITUATED IN THE VILLAGE OF EILEEN AS SHOWN BY THE PLAT THEREOF, SITUATED IN THE TOWNSHIP OF FELIX, AND RECORDED MAY 2, 1883, IN PLAT BOOK B, PAGES 18 AND 19 OF THE LAND RECORDS OF GRUNDY COUNTY, ILLINOIS.

PARCEL 4

ALL THAT PORTION OF LOTS 5 AND 6 LYING SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY IN BLOCK 22, SITUATED IN THE VILLAGE OF EILEEN AS SHOWN BY THE PLAT THEREOF, SITUATED IN THE TOWNSHIP OF FELIX, AND RECORDED MAY 2, 1883, IN PLAT BOOK B, PAGES 18 AND 19 OF THE LAND RECORDS OF GRUNDY COUNTY, ILLINOIS.

Parcel #1

06-35-453-002

Parcel #2

06-35-451-001

Parcel #3

06-35-431-002

Parcel #4

06-35-431-002

NOTICE

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Coal City Zoning Board of Appeals on the Zoning Ordinance on the 10 day of June, 20 19, at 7 o'clock p.m. in the office of the Board of Appeals, Coal City Village Hall, 515 South Broadway, Coal City, Illinois on the following matter:

To consider: Rezoning from E-1 to C-5 Commercial
and a conditional use permit to allow storage
garage to include outdoor storage and/or mini-
warehouses

At the following address: _____

Legal description of property: Between the UP Railroad & BNSF
Railroad, N of Railroad St, e of 2nd Ave & W of 5th Ave

Request for the above appeal was applied for by: Village of Coal City

Said Board of Appeals will be at said time and place to hear all persons in support of such matter or any objection thereof.

Persons may appear in person or by agent.

Dated this 20 day of May 20 19.

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Matthew T. Fritz, being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 307, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:
See Attached

6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Patricia Noffsinger Applicant
Matthew T. Fritz Agent for applicant

SUBSCRIBED and SWORN to before me, this _____ day of _____, 20_____.

Notary Public

Randy Alderson
390 N. Second Avenue
Coal City, IL 60416

Matt Wezner
6604 Goldharber Lane
Plainfield, IL 60586

Larry Wharrie
105 S. Broadway
Coal City, IL 60416

Jeremy Clubb
975 E. Fourth Street
Coal City, IL 60416

Michael Scribner
875 E. Third Street
Coal City, IL 60416

BNSF Railroad Company
Attn: Permit Services
4300 Amon Center Blvd.
Suite 100
Ft. Worth, TX 76155

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 12, 2019

RE: DECLARING THE STRUCTURE AT 160 S. BROADWAY AS SURPLUS

The Village purchased 160 S. Broadway in order to accommodate businesses with additional parking after the S. Broadway reconstruction has been completed. Upon closing on the property, the Village discussed moving the structure with local area non-profit organizations. After some consideration, the non-profit groups have decided the concept of moving the house to another property to be too involved and not something to which they can dedicate resources at this time. At this point, the house should be declared as surplus so the structure can be made available to anyone in the market who would like to move it.

The village still has some time prior to the development of the west side of Broadway at which time it would be convenient for the structure to be moved away to another lot. The village previously received a bid from a house moving company for \$25,200 to move the structure. This information along with requirements will be posted to the Village's bidding website upon the adoption of this ordinance. Bids for the home, which must be moved will start at \$10.

Requirements shall include the developer posting security of \$30,000 and agreement whereby the structure must be moved prior to August 8, 2019. Should the investor fail to abide by the agreement terms, the security will be used to demolish the house. In addition to this ordinance, staff shall call for bids for the demolition of the structure. If no investors bid and enter into terms with the Village, the house shall be demolished. The tentative date to end the bidding for the surplus structure is June 26th.

Recommendation:

Adopt Ordinance No. ____: Declaring the structure at 160 S. Broadway as Surplus Property.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF COAL CITY**

(Single-Family Home at 160 S. Broadway, Coal City, IL)

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF COAL CITY**

(Single-Family Home at 160 S. Broadway, Coal City, IL)

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;

WHEREAS, the Village is authorized by Section 11-76-4 of the Municipal Code, 65 ILCS 5/11-76-4, to sell or dispose of any surplus personal property in any manner approved by ordinance;

WHEREAS, the Village recently purchased certain real property located at 160 S. Broadway, Coal City, Illinois 60416, bearing permanent index number (PIN) 09-03-229-009 and legally described in **Exhibit A** to this Ordinance (the “*Real Property*”);

WHEREAS, the Village intends to use the Real Property for the staging of construction equipment and materials in connection with pending construction project and, thereafter, to improve the Real Property with a surface parking lot to accommodate off-street public parking;

WHEREAS, the Real Property is improved with a detached single-story, single-family residence (the “House”);

WHEREAS, the Village has no present or future use for the House and needs the House removed from the Real Property to facilitate the Village’s future plans for the Real Property, either via demolition or moving the House to a new location;

WHEREAS, the House was recently renovated, is in good condition and is capable of being moved to a different location and being re-occupied at a lower cost than the cost of constructing a detached single-family home of comparable value and quality;

WHEREAS, the Corporate Authorities wish to conserve public funds by refraining from

demolishing the House until the House is first offered for sale to a bidder able to transport it to a new location;

WHEREAS, in authorizing the transaction herein contemplated, the Corporate Authorities hereby distinguish between the House, as a personal property improvement on the underlying Real Property, and the Real Property itself, which constitutes real property that the Village wishes to retain for future public use;

WHEREAS, pursuant to the authority granted under Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the Corporate Authorities of the Village of Coal City have found and determined that it is no longer necessary, useful to, or in the best interest of the Village to retain ownership of the House and that the Village should therefore sell or dispose of the House as herein provided;

WHEREAS, selling the House in the manner hereinafter set forth is hereby deemed to be the most efficient use of Village resources and that conducting such a sale is in the public interest;

WHEREAS, it has been determined by the Corporate Authorities that the House shall be sold in the manner and at such terms as the Administrator deems to be in the Village's best interests, provided that (i) the sale of the House and terms are publicly posted on the Village's official website for a minimum of two (2) weeks; (ii) that the purchaser transports or provides for the transport of the House from the Real Property by a licensed and bonded contractor pursuant to the issuance of all such permits, licenses, bonds and insurance in accordance with Village requirements prior to commencement of the work; (iii) that the purchaser and his/her/its agents and contractors shall obtain and maintain, and shall deliver to Village, upon Village's request, evidence of, the following insurance coverage: general liability insurance, from an insurer reasonably acceptable to the Village, in the amount of \$1,000,000 combined single limit for personal injury and property damage per occurrence, such policy to name Village as an additional insured party, which insurance shall provide coverage against any claim for personal liability or

property damage caused by purchaser or its agents, employees or contractors in connection with work performed pursuant to the purchase of the House; (iv) that the House is removed from the Real Property and the Real Property is graded and seeded in accordance with Village specifications on or before _____, 2019 (“Removal Deadline”), (v) that the purchaser shall not damage any part of the Real Property, (vi) that the purchaser shall not permit any liens to attach to the Real Property by reason of its activities on the Real Property; (vii) that purchaser agrees to promptly repair any damage to the Real Property caused by its activities thereon; (viii) that purchaser shall indemnify, defend and hold the Village harmless from and against any and all third party claims arising out of any injury to any person or damage to the Real Property attributable to the purchaser’s moving of the House or other related activities; and (ix) that purchaser agrees to convey the House back to the Village via a bill of sale at no cost to the Village if the House or any portion thereof remains on the Real Property following the Removal Deadline; and

WHEREAS, all net proceeds of sale of the House shall be deposited into the Village’s General Fund;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, 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. Enactment.

- A. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Coal City find that the House, now owned by the Village of Coal City, is no longer necessary or useful to the Village

and that the best interests of the Village will be served by the sale of the House in accordance with the terms set forth in the recitals.

- B. The Corporate Authorities hereby authorize and direct Village of Coal City Administrator Matt Fritz, or his designee, to solicit offers for the purchase of the Property as set forth in the preamble, and thereafter, to sell or dispose of the Property in an as-is condition, without warranty, to the highest bidder. All proceeds of sale shall be deposited in the Village's General Fund.
- C. The Village President, Clerk, Administrator, and Attorney are hereby authorized and directed to draft, execute and complete any and all instruments or documents deemed necessary or convenient to effectuate the intent of this Ordinance, whether or not such other documents are attached hereto. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the seal of the Village to all such documents as are deemed necessary.
- D. The officers, employees, and agents of the Village shall take all actions reasonably required or necessary to carry out and give effect to the intent of this Ordinance and otherwise to consummate the sale of the Property to the bidder, if any, whose bid is determined to be in the best interest of the Village, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein and approving the expenditure of all necessary funds to consummate the sale of the House.

SECTION 3. RESOLUTION OF CONFLICTS.

All ordinances 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 Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SO ORDAINED this _____ day of _____, 2019, 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

THAT PART OF LOT 1, IN BLOCK 8 OF BUCHANAN'S ADDITION TO COAL CITY, ILLINOIS DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT I.E., THE NORTHEAST CORNER OF LOT 1, BLOCK 8 IN BUCHANAN'S ADDITION TO COAL CITY, RUNNING THENCE WEST 125 FEET, THENCE SOUTH 54 FEET 9 INCHES, THENCE EAST 125 FEET, THENCE NORTH 54 FEET 9 INCHES TO A POINT OF BEGINNING; (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME), IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-03-299-009-0000

Commonly known as: 160 S. Broadway, Coal City, Illinois

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
VILLAGE OF COAL CITY AND VILLAGE ADMINISTRATOR MATTHEW T. FRITZ**

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 VILLAGE ADMINISTRATOR MATTHEW T. FRITZ

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 Matthew T. Fritz (“Fritz”) to the office of Village Administrator; 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 Village Administrator (“Agreement”) and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

WHEREAS, the Village and Fritz 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 Matthew T. Fritz, 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 Agreement 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]

Employment Agreement

This Agreement, made and entered into this 12th day of June, 2019, by and between the Village of Coal City, an Illinois municipal corporation, (hereinafter "Employer") and Matthew T. Fritz, (hereinafter "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

The Village hereby employs Employee as the Village Administrator through the term of this Agreement, and Employee hereby accepts employment with the Village in this capacity, subject to all of the terms and conditions contained in this Agreement. Employee's employment pursuant to the terms and conditions contained in this Agreement shall commence on May 1, 2019, and shall continue through April 30, 2023, unless terminated earlier pursuant to the terms of this Agreement. The term of this Agreement shall begin on the date of execution by both Parties and shall end on April 30, 2023 unless terminated earlier pursuant to the terms of this Agreement.

Section 2: Duties and Authority

Employer agrees to employ the Employee as Village Administrator to perform the functions and duties specified and as referenced by the Codified Ordinances of the Employer, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Effective May 1, 2019, the Employer agrees to pay Employee an annual salary of \$120,002.00, payable in accordance with the Village's usual and customary payroll practices, less applicable withholding for taxes and other deductions required by law or court order or requested in writing by Employee. The salary increase is deemed retroactive to May 1, 2019 and the Parties agree that the retroactive increase shall be paid out in a one-time lump-sum payment of \$403.27, less applicable withholdings, which is mutually deemed the pro rata increase amount for the period of May 1, 2019 through May 31, 2019. Effective May 1, 2020, Employer agrees to pay Employee an annual salary of \$126,002.00.00. Effective May 1, 2021, Employer agrees to pay Employee an annual salary of \$132,302.00. Effective May 1, 2022, Employer agrees to pay Employee an annual salary of \$136,272.00.

The Employer agrees to pay the Employee in equal installments on a bi-weekly basis during the term of this Agreement. The position of Village Administrator will be an exempt position as defined under the Fair Labor Standards Act.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide health insurance for the Employee and his dependents equal to that which is provided to all other full-time employees of the Employer provided that the Employee makes the same premium contribution as other Employees with the same coverage.

The Employer shall also pay the amount due for term life insurance in an amount equal to twice the Employee's annual salary, including all increases during the life of this Agreement. The Employee shall have the right to choose the beneficiary on such policies.

Section 5: Vacation, Sick, and Other Leave

Each year of employment the Employee shall receive 12 days of sick leave and 20 days of vacation leave for each calendar year period of January 1 – December 31, or pro rata fraction thereof for which the term of this Agreement is in effect. At the end of each calendar year, Employee shall be entitled to roll over or receive compensation for up to 15 unused vacation days, which shall be cashed out at his rate of pay in effect on December 31 of each year.

The Employee shall be eligible for payout of accrued but unused sick leave consistent with the Coal City Employee Handbook and Ordinances in force from time to time during his employment.

Holidays, Personal Days, "Y" Days, Disability Leave, Funeral Leave, and Jury Duty shall be provided and taken in a manner consistent with the Coal City Employee Handbook.

In the event of termination, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time as of the date of termination at the rate of pay then in effect.

Section 6: Area Club Membership

The Village shall provide Employee membership to the Coal City Area Club to the extent said membership is available to the Village and Employee otherwise qualifies. Village shall pay the annual dues for said membership. Said membership is to be considered a benefit of the employment and shall at all times remain under the Village's ownership and not otherwise transferrable or terminable by Employee. Village shall not be responsible for any charges, damages, or other liability Employee may incur under the membership.

Section 7: Continuing Education

The Employer will pay for the memberships affiliated with the Village Administrator position with prior approval by the Board and based on available funds, to include,

but not limited to ICMA, ILCMA, and other associations as approved by the Board. Furthermore, it is understood the Employee will attend professional sessions in order to continue his education on matters relating to municipal government. The Employee may attend professional conferences as approved by the Village Board and based on funds available.

Section 8: Automobile Stipend

Employee shall receive a stipend of \$500 per month to compensate him for the use of a personal automobile. Employee shall not receive mileage reimbursement.

Section 9: Retirement

The Employer agrees to enroll the Employee into Illinois Municipal Retirement Fund (IMRF) and during the life of this Agreement to make all of the appropriate contributions as required to IMRF for both the Employee and the Employer. The Employee will be entitled to participate in any deferred compensation program provided by or made available through the Employer. The Employer shall contribute an amount equal to 8% of the Employee's salary to a deferred compensation investment, such as a 457 retirement account, according to the direction of the Employee.

Section 10: Terminations

For the purpose of this Agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting for any reason other than those specified in Paragraphs 3 or 4 of this Section.; OR
2. If the Employer, citizens or legislature acts to amend any provisions of the charter, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination; OR
3. If the Employer deems the Employee's performance less than satisfactory, the Board shall issue the Employee a written notice of the reasons for its dissatisfaction with his performance, the ways in which his performance must be improved, a deadline for improvement of his performance and any other information the Employer deems important to relating to the Employee regarding his performance. If the Employee does not remedy his performance in accordance with the Employer's direction to the satisfaction of the Employer within a reasonable amount of time, the Board may terminate the Employee.

4. If the Employee engages in any activities or behavior which is considered a major infraction, the Employer may also terminate the Employees employment at any time, without an opportunity to remedy his actions or improve his behavior. Major infractions include, but are not limited to, the following examples of misconduct:
- (a) Insubordination.
 - (b) Conviction of a felony under state or federal law, or conviction of a misdemeanor involving moral turpitude or official misconduct as defined under state law.
 - (c) Engaging in any conduct constituting a breach of the public trust.
 - (d) Immoral, unlawful or improper conduct or indecency, either on or off the job, which is of such a nature that in the opinion of the Employer, it would have the effect of materially adversely affecting his ability to perform the essential functions of his position, or his relationship with fellow workers, or his reputation or good will in the community.
 - (e) Reporting to work or being on the Employer's property or in its facilities while legally intoxicated by alcoholic beverages or illegal drugs.
 - (f) Being absent from work for a period of three (3) consecutive work days (exclusion of weekends and holiday) without notifying the designated Employer representative.
 - (g) The Employee's inability, due to a medical disability, to perform the essential functions of his job for a period of more than 120 days in any fiscal year of the Employer.
 - (h) Engaging in an act of dishonesty, including without limitation falsification of official records.

In the event that the Employer determines that the Employee may be subject to termination for any of the reasons described above, with the exception of conviction of a felony or conviction of a misdemeanor involving moral turpitude or official misconduct or the Employee's death or disability, the following provisions will apply:

- i. The Employee shall be given a notice of termination which shall include a reasonably detailed description of the reasons the Employer believes sufficient cause for termination exists. The notice may include such items as the incident(s) or instance(s) of breach by the Employee of his obligations under this Agreement providing the basis for the charges, and the dates and times of incident(s) or instance(s) of breach.
- ii. The Employee may request a meeting to review the Employer's decision to terminate his employment. The Employee's request for such hearing must be in writing and must be received by the Employer within seven (7) calendar days from the date the Employee received notice of his termination. If the Employee does not request a hearing in a timely manner, the Employer's decision to terminate the Employee is final. If the Employee requests a meeting, the Employer shall give the Employee a notice including the date, time and location of the meeting. The Employee shall be given at least seven (7) calendar days' prior notice of the hearing.
- iii. During the meeting, the Employee may present oral and/or written information to counter any charges that have been made against him and/or that would support his continued employment with the Employer. The Employee may only present witnesses with the express prior written consent of a majority of the Employer Board.
- iv. Within ten (10) days after the conclusion of the meeting, the Employer shall provide the Employee with its written decision on his termination or continued employment.
- v. Prior to and following the final decision, all information pertaining to the Employee's employment status shall be held in the strictest confidence. This matter shall not be discussed by either party with anyone other than members of the Village Board, the Village's counsel and advisors, and necessary and appropriate staff, each of whom shall be charged with maintaining strict confidentiality of all information pertaining to this matter.
- vi. The Employer and the Employee may mutually agree in writing to modify any of the procedures provided for in this paragraph.
- vii. For purposes of this paragraph, the Employer's failure to renew the Employee's contract at any time shall not be considered a termination of his employment with the Employer and the provisions of this Subparagraph shall not apply.

Section 11: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 10(1) or (2). In addition to the extension of health insurance and life insurance benefits, Employee shall receive twenty (20) weeks of his then-current salary. The monetary severance shall be paid in a lump sum, less applicable withholdings, unless otherwise agreed to by the Employer and the Employee.

For a period of six (6) months following termination as defined in Section 10(1) or (2), the Employer shall pay the Employer's contribution to the cost to continue the Employee's health insurance for the employee and all dependents (if any) and the Employee's life insurance.

The Employee shall also be compensated for all accrued vacation time and other accrued but unused benefit time as allowed to other terminated employees.

Section 12: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise.

Section 13: Performance Evaluation

Employer shall annually review the performance of the Employee and shall provide feedback to the Employee as deemed necessary.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule provided that the Employee shall generally work the same hours as regular business hours for the Village and be available for Village Board and Committee meetings as required.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. The Employer encourages the Employee to participate in outside community activities and recognizes that certain outside consulting or teaching opportunities may also provide indirect benefits to the Employer and the community. The Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute

interference with or a conflict of interest with his or her responsibilities under this Agreement and with prior approval of the Employer.

Section 16: Residency

Employee agrees to maintain his residency within the Village of Coal City during the term of this Agreement.

Section 17: Indemnification

The Employer shall indemnify the Employee as required by Illinois law.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village of Coal City Code of Ordinances or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other general employees of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Village of Coal City: Mayor Terry Halliday, 515 S. Broadway, Coal City, IL 60416;

with a copy to: Mark R. Heinle, ANGEL, GLINK, P.C.
1979 Mill Street, Suite 207
Naperville, IL 60563

(2) EMPLOYEE: Matthew T. Fritz, 585 Batista, Coal City, IL 60416

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: Prior Agreements

This Agreement supersedes and rescinds any prior Employment Agreement between the parties.

Section 22: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective subject to its terms upon its execution by the Employee and approval by the Coal City Village Board and execution by its officers.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first written above.

VILLAGE OF COAL CITY

MATTHEW T. FRITZ

By: _____
Terry Halliday, Village President

Matthew T. Fritz

Attest:

Pam Noffsinger, Village Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 12, 2019

**RE: AMENDMENT TO THE SCHOOL DISTRICT SANITARY PROJECT
EASEMENT**

The School District approved the Easement Request at its last Regular Board Meeting on June 5, 2019. Prior to authorizing its Board President to enter into the intergovernmental agreement (IGA), the School Board requested two additional requirements be included. These requirements were provided, which requires the Village Board to reconsider the intergovernmental agreement due to the new terms that had been requested. In short, the School District requested the capability to tap the new sanitary line, which is being installed in case it should need to in the future; currently there are no plans to do so since the athletic fields' project have been completed. The second addition was to ensure the Village or contractor would not cut into the fiber optic private network that was installed on the property to ensure communications and control between the separate School facilities.

Mark Heinle added the text concerning these items, which is now included within the amended IGA.

Recommendation:

Adopt Resolution No. ____: Authorizing the IGA with the Coal City School District including new Amendments.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO A REVISED EASEMENT
AGREEMENT WITH COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1
TO ENABLE THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER
FACILITIES ON CERTAIN REAL PROPERTY**

(PIN 09-03-101-001)

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 AUTHORIZING ENTRY INTO A REVISED EASEMENT AGREEMENT WITH COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 TO ENABLE THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER FACILITIES ON CERTAIN REAL PROPERTY

(PIN 09-03-101-001)

WHEREAS, the Village of Coal City (hereinafter, “the Village”) is an Illinois municipal corporation organized and operated under the 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 COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 is an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the “District”); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; 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 District are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, the District owns that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-101-001 (“Property”) and legally described in

Exhibit A to the *NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT* (“Agreement”) attached hereto as Exhibit 1 and by this reference made a part hereof;

WHEREAS, the Village and District have negotiated non-exclusive permanent easement providing for the placement, construction, operation and maintenance of sanitary sewer facilities and related equipment and appurtenances (the “Sanitary Sewer Facilities”) and a temporary construction easement on the Property for the purpose of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Sanitary Sewer Facilities on the respective portions of the Property legally described and depicted in Exhibit B to the Agreement; and

WHEREAS, the Agreement will enable the Village to provide and enhance essential services to Village residents; and

WHEREAS, the Village Board previously approved Resolution 19-05 on March 20, 2019, authorizing entry into an earlier version of the Agreement, but pursuant to additional negotiations, certain terms and conditions have been added or modified; and

WHEREAS, the Village Board has considered the updated terms and conditions provided in the attached Agreement and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

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.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Clerk is further authorized and directed to record the Agreement at the Grundy County Recorder of Deeds following mutual execution by all parties. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, 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 1

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT SANITARY
SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

Appended on following pages

4844-3973-2619, v. 1

**This document prepared by
and after recording should be
sent to:**

Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT SANITARY
SEWER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the “**Village**”) and COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, an Illinois body corporate and politic (“**Grantor**”).

W I T N E S S E T H:

- A. Grantor is the owner of that certain parcel of land commonly known as 655 W. Division Street, Coal City, Grundy County, Illinois, bearing permanent index number 09-03-101-001 and legally described on **Exhibit A** attached hereto and made a part hereof (the “**Subject Parcel**”).
- B. The Village desires to install, own, operate and maintain a sanitary sewer and related attachments, equipment and appurtenant structures (the “**Sanitary Sewer Facilities**”) in, to, upon, over, across, under and through the Subject Parcel in that specific portion of the Subject Parcel shown and labeled “15’ WIDE PERMANENT EASEMENT” on the easement plat attached hereto as **Exhibit B** and made a part hereof (the “**Permanent Sanitary Sewer Easement Premises**”).
- C. The Village’s installation of the Sanitary Sewer Facilities within the Permanent Sanitary Sewer Easement Premises requires temporary use in, to, upon, over, across, under and through that specific 33’ wide portion of the Subject Parcel adjacent to and immediately south of the Permanent Sanitary Sewer Easement Premises, generally described as being south of the fence on the Subject Parcel and north of the parcels bearing permanent index numbers 09-03-151-004 and 09-03-151-00 (the “**Temporary Construction and Maintenance Easement Premises**”) for installation and maintenance purposes.
- D. Grantor and the Village (collectively, the “**Parties**”) mutually desire that Grantor hereby create and grant a permanent easements in, to, upon, over, across, under and through the Permanent Sanitary Sewer Easement Premises, and temporary construction and maintenance easements in, to, upon, over, across, under and through the Temporary Construction and Maintenance Easement

Premises for the purposes of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Sanitary Sewer Facilities upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.
2. **Grant and Use of Permanent Sanitary Sewer Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a permanent, non-exclusive easement (the “**Sanitary Sewer Easement**”) in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a “**Grantee**”), in, upon, over, under, through and across the Permanent Sanitary Sewer Easement Premises and each portion thereof for the purposes of installing, constructing, inspecting, testing operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Sanitary Sewer Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Permanent Sanitary Sewer Easement Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Sanitary Sewer Facilities remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Permanent Sanitary Sewer Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Permanent Sanitary Sewer Easement Premises. No fences, landscaping, structures or trees shall be placed in the Permanent Sanitary Sewer Easement Premises without the approval of Grantee. The term of the Permanent Sanitary Sewer Easement shall commence upon the Effective Date and continue indefinitely thereafter.
3. **Grant and Use of Temporary Construction and Maintenance Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a temporary, non-exclusive easement (the “**Temporary Construction and Maintenance Easement**”) in, upon, over, under, through and across the Temporary Construction and Maintenance Easement Premises and each portion thereof, in favor of Grantee, for the purposes, from time to time, of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Sanitary Sewer Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Temporary Construction and Maintenance Easement Premises for persons and equipment to do any or all of the above work. The term of this Temporary Construction and Maintenance Easement shall be intermittent, but for only such time as the Grantee needs, from time to time, to install, stage, construct, inspect, test, operate, replace, renew, alter, enlarge, remove, repair, clean and maintain the Sanitary Sewer Facilities, and for each occurrence no longer than three (3) months. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs

or other plants on the Temporary Construction and Maintenance Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Temporary Construction and Maintenance Easement Premises. No fences, landscaping, structures or trees shall be placed in the Temporary Construction and Maintenance Easement Premises without the approval of Grantee. Grantee agrees to give Grantor ten (10) business days written notice prior to initially entering upon the Subject Parcel for the purpose of commencing the initial installation and construction of the Sanitary Sewer Facilities and prompt notice any other time entry is necessary for the purposes herein described.

4. **Covenants of Grantee.** Neither Grantee nor the Village shall have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than (i) the Sanitary Sewer Facilities on, over, across and under the Permanent Sanitary Sewer Easement Premises; (b) perform any work on the Subject Parcel other than within the Temporary Construction and Maintenance Easement Premises, and the Permanent Sanitary Sewer Easement Premises; or (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the Grantee's or Village's direction or sufferance. As soon as is practicable following the completion of any Grantee's work within the Permanent Sanitary Sewer Easement Premises and the Temporary Construction and Maintenance Easement Premises, such Grantee shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by Grantee at its sole cost and expense. Grantee shall be responsible for any damage to crops, trees, shrubbery, fences, improvements, and the land itself, resulting directly from the activities authorized under this Agreement, either by repairing the damage or by making a cash settlement with Grantor in lieu of repair. Prior to performing any underground construction or installation within the Sanitary Sewer Easement or Temporary Construction and Maintenance Easement, Grantee shall comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.* (the "JULIE Law"). The Parties agree that Grantee shall be liable for any and all damage to underground utility facilities, as defined in the JULIE Law, including, without limitation, fiber optic cable, (i) caused by activities authorized under this Agreement and (ii) where Grantee failed to comply with the provisions of the JULIE Law. The covenants provided herein by Grantee and the Village shall in each instance be deemed separately given and in no case joint and several.

5. **Consideration.** For and in consideration of the Village waiving its standard tap-on fees for Grantor's connection to the Village's sanitary sewer system on the Subject Parcel and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Parcel or any remaining property of the Grantor caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Village which may cause damage to the rest of Grantor's property.

6. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Sanitary Sewer Facilities and shall not obstruct or

interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted.

7. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will be recorded against the Subject Parcel, and will be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Permanent Sanitary Sewer Easement Premises and the Temporary Construction and Maintenance Easement Premises.

8. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds and each party hereto hereby authorizes the other party to so record this instrument.

9. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

10. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement or any work performed within the Permanent Sanitary Sewer Easement Premises and the Temporary Construction and Maintenance Easement Premises.

11. **Amendments.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the Parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Village and Grantee.

12. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Grantor:

Coal City Community Unit School District No. 1
550 S Carbon Hill Road
Coal City, IL 60416
ATTN: Superintendent

With a copy to:

The Village: Village of Coal City
515 S. Broadway
Coal City, IL 60416
Attention: Village Administrator

With a copy to: Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Attention: Mark Heinle

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

13. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

14. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys’ fees, court costs and related costs.

15. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party’s exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

16. **Condemnation.** If any or all of the Permanent Sanitary Sewer Easement Premises or the Temporary Construction and Maintenance Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

17. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

18. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

19. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement as of the day and year first above written.

VILLAGE OF COAL CITY

**COAL CITY COMMUNITY SCHOOL
DISTRICT NUMBER 1**

By: _____
Village President

By: _____
Board President

ATTEST

ATTEST

By: _____
Village Clerk

By: _____
Board Secretary

EXHIBIT A

“Subject Parcel”

The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) and also the West part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) lying west of a line 1,740.20 feet East of and parallel to the West line of the Northwest Quarter (NW ¼) of Section 3, Township 32 North, Range 8 East of the Third Principal Meridian, Braceville Township, Grundy County, Illinois, containing 50.000 Acres, more or less.

P.I.N.: 09-03-101-001

EXHIBIT B

Easement Plat

Appended on following two (2) pages, depicting and describing:

Permanent Sanitary Sewer Easement Premises

4837-2538-9963, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 12, 2019

RE: VARIANCE FOR SHED LOCATION AT 740 S. BROADWAY

Roseanne Matteson of 740 S. Broadway has filed a petition due to her desire to move an existing shed to a location on the north side of her property that will leave 1.6' between the north edge of the residential property and the adjacent neighbor on the north side. Due to the close proximity of the two structures this shed will be built with construction materials to meet the minimum fire safety requirements. There is currently an 8' x 8' shed located within the property to be replaced with a new 10' x 8' shed, which will receive a gable roof with clay tile to match the primary structure. The required setback from the adjacent property according to Table 15 is 7.5' (which is 10% of the lot width).

The Planning & Zoning Board held a public hearing to consider the petition and no one aside from the petitioners appeared to speak on the subject. Everyone in attendance unanimously recommended the petition for approval.

Recommendation:

Adopt Ordinance No. ____: Granting a variance to the Village Code to allow a shed to be placed within the required setback within an interior side yard at 740 S. Broadway.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A SHED WITHIN THE INTERIOR SIDE YARD OF
740 S. BROADWAY 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 _____, 2019

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A SHED WITHIN THE INTERIOR SIDE YARD OF
740 S. BROADWAY IN THE VILLAGE OF COAL CITY

WHEREAS, an application for variance from Table 15 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Roseanne Matteson (“applicant”) on April 17, 2019 to move the placement of their shed within the interior side yard; and

WHEREAS, the standards provided within Table 15 regarding the placement of the shed requires a minimum of 10% of the frontage of the lot for its setback, which is 7.5’ and the intended setback is planned to be 1.6’; and

WHEREAS, a public hearing was noticed and duly held on June 3, 2019; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on June 3, 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 740 S. Broadway:

- A. **Special Circumstances Not Found Elsewhere.** This property is located within the Core Area and neighbors a commercially used property, which can utilize 100% of its property for the primary structure; residential setbacks do not prevail throughout the adjacent neighborhood.
- B. **Preserves Rights Conferred by the District.** This residential property is located within C-4 zoning, which would allow the primary structures without any setbacks.
- 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 new shed 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 usable yard recreational area.

Section 3. Description of the Property. The property is located at 740 S. Broadway in the Village of Coal City within a C-4 District.

Section 4. Public Hearing. A public hearing was advertised on May 15, 2019 in the Coal City Courant and held by the Planning and Zoning Board on June 3, 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. Variations. The variance requested in the April 17, 2019 Variance Application to the Zoning Code are granted as follows:

A variance in conjunction with Table 15 of the Zoning Code is hereby granted to allow the placement of a shed within the interior side yard so as to provide a setback of 1.6 feet rather than the prescribed 7.5 feet of setback from the adjoining property.

Section 6. Conditions. The variance is granted herein contingent and subject to the following conditions:

- A. The shed shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees including the north side of the shed to be constructed of cement board to maintain a proper fire rating and a roof with clay tile to match the primary structure.

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

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Roseanne Matteson

Address: 740 S. Broadway Phone number: 634-4310

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: RS3 Use of surrounding properties: North RS3 South RS3

East RS3 West RS3

What zoning change or variance: (specify) To Allow A shed to be built 1 1/2 Feet off North Lot line; Adjacent to Jim Krull Absolute Automotive business.

To allow what use No change from current use

Tax number of subject property: 09-03-432-006

Common address of property: 740 S. Broadway

Parcel dimensions: 75 X 125 Lot area (sq. ft.) 9375

Street frontage 75 Ft.

Legal description Lots 13, 14 and 15, in Block 19, Original Town of Coal City

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.

Roseanne Matteson, 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 17 day of April, 20 19.

Roseanne Matteson

Notary Public (Seal) Samela M. Hoffmeyer



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

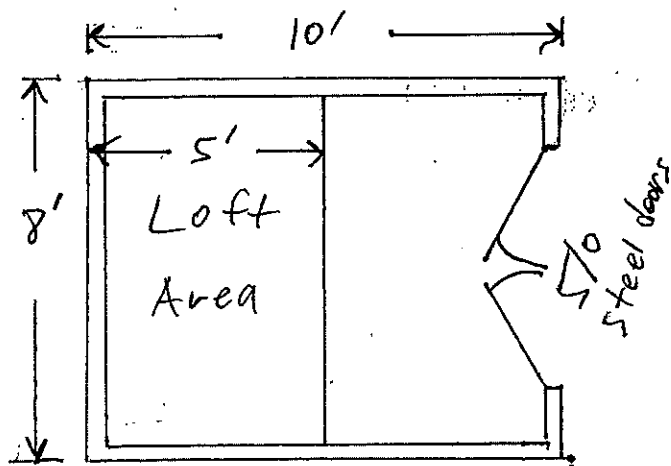
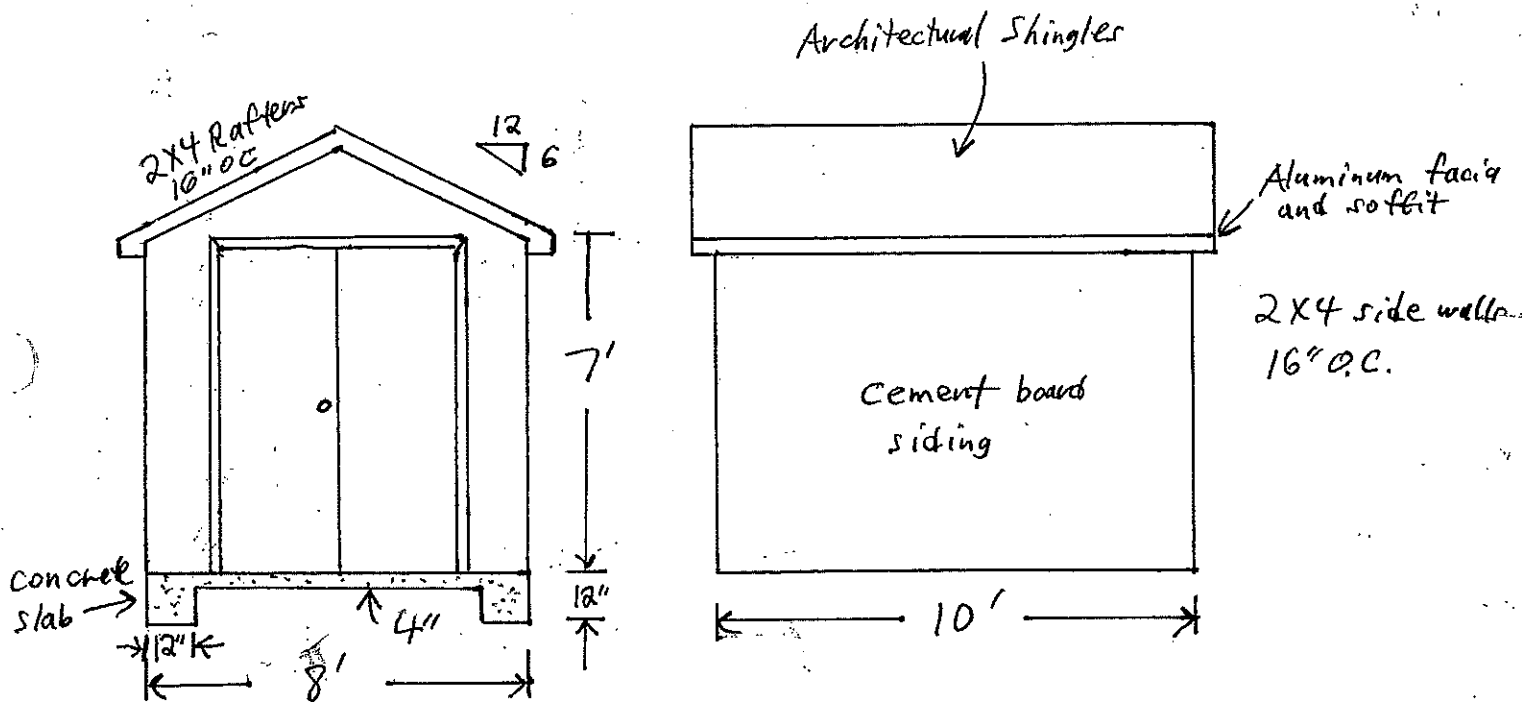
Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-306</u>	Location of hearing	
Filing date	<u>4-17-19</u>	Village Hall	
Hearing date	<u>4-3-19</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

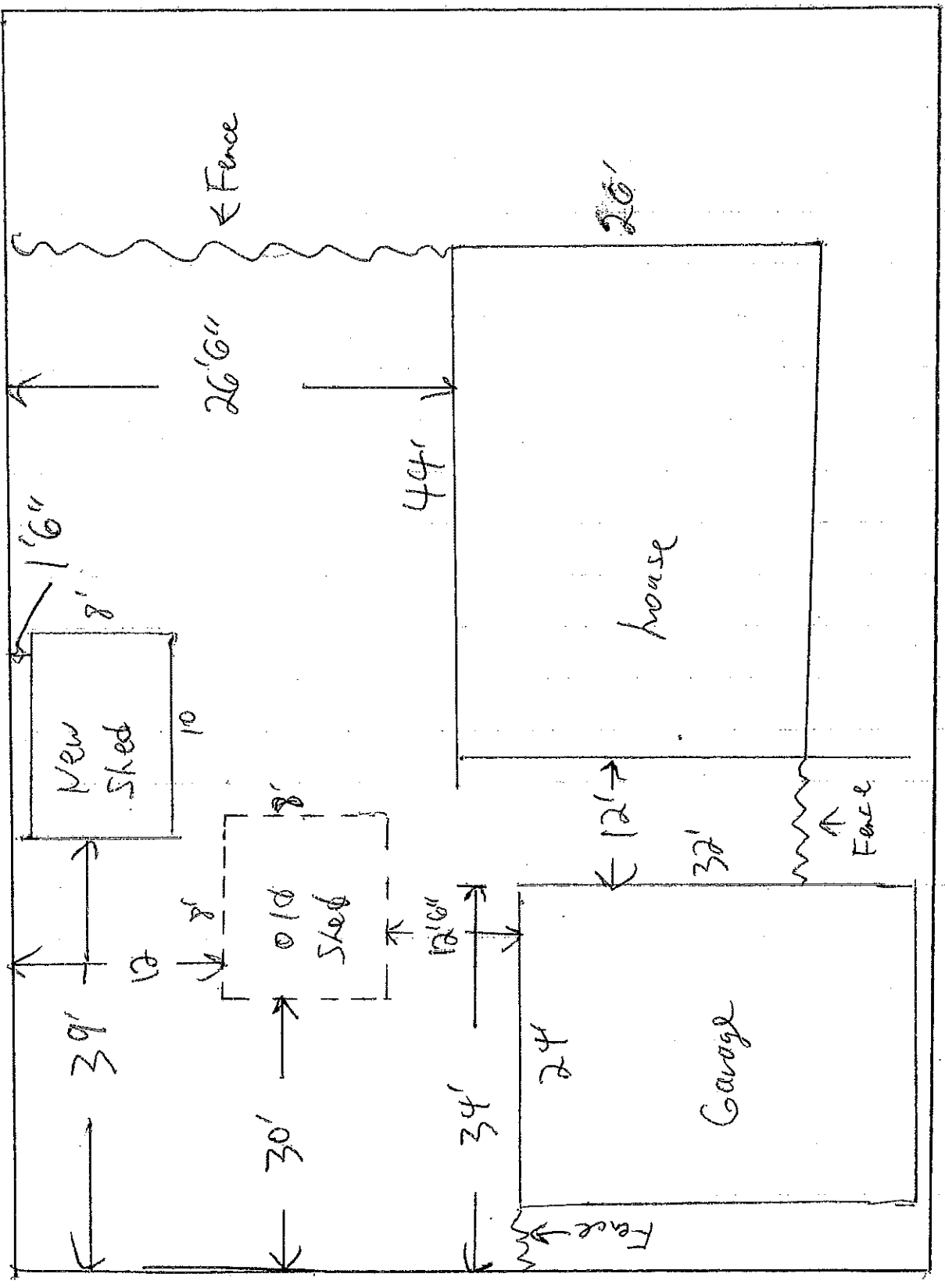
740 S. Broadway

Scale $\frac{1}{4}'' = 1\text{ft.}$



North
5/29

7/2



AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Roseanne Matteson, being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 306, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.

5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:

Absolute Automotive Service, Attn. Jim Krull, 700 S. Broadway, Coal City, IL 60416
Babe's Tap, Attn. Marvin Perino, 755 S. Broadway St., Coal City, IL 60416
Ferrari Auto & Tax Service, Attn. Becky Ferrari, 760 S. Broadway St., Coal City, IL 60416
Spivey Saloon, Attn: Dennis & Diane Siebersma, 745 S. Broadway St. Coal City, IL 60416
Tony & Brandy Bendele, 60 W. Walnut St, Coal City, Ill. 60416

6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Roseanne Matteson
Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me,
this _____ day of _____, 20_____.

Notary Public

Coal City Police Department
Weekly Summary of Activities
Thursday 05-16-19 – Wednesday 05-22-19

During this period, there were 55 calls for service, 33 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-16-19 at 1:28 PM, SRO Imhof responded to a fight at the high school between two males. The 17 year – old was transported to the police department and waited for his mother to arrive. A juvenile referral for battery was forwarded to juvenile probation. The male was released into his mother's custody

05-19-19 at 4:44 PM, police responded to an E. 2nd St. residence for a verbal domestic disturbance call. The complainant advised the other party had left the residence before police arrived. While speaking with the complainant the male came back to the residence to drop off the keys. The male agreed to leave the residence for the remainder of the evening.

05-22-19 at 9:03 PM, police responded to a W. Daisy Pl. residence for a domestic disturbance call. The complainant stated he wanted to speak with his ex-wife during their custody exchange about medical and school issues, however his ex-wife refused to speak with him. Police advised the couple to exchange custody at the police department to avoid any future problems.

Arrest Incidents

Speeding in School Zone	1
Speeding	4
Warrant	1
Parking handicapped Space	1
Expired Registration	1
Disobeying a Traffic Control Device	1
Operating a Hand Held Device while Driving	1
Tinted Front Windows	1

Coal City Police Department
Weekly Summary of Activities
Thursday 05-23-19 – Wednesday 05-29-19

During this period, there were 55 calls for service, 33 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-25 19 at 8:10 AM, police responded to an E. 1st St. residence for a public complaint. The complainant stated several items were removed including several camping items. He was able to provide police with the name of his soon to be ex-wife and stated she was the only person to know where the extra key was. The complainant just wanted this incident documented for his next court date.

05-29-19 at 3:18 PM, police responded to the library for a juvenile problem between 2 10 year olds. The complainant stated the male attacked him with a stick. The juveniles were able to provide police with the name of the offender. Police relocated to a N. Lincoln St. residence to speak with the juvenile. His parents explained their son has developing disabilities and struggles socially. Police passed on this information to the victim's parents.

Arrest Incidents

Operating an Uninsured Motor Vehicle	2
Failure to Reduce Speed to avoid an Accident	1
Expired Registration	3
Speeding	2
Illegal Burning – Refuse	1
Dog at Large	1
Operating a Hand Held Device while Driving	1
Disobeying a Traffic Control Device	2
Warrant	1
Seatbelt Violation	1
Operating a Hand Held Device while Driving – Construction Zone	1

2019 D.U.I.

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

