

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
MARCH 6, 2019
7:00 p.m.**

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

REVISED AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes February 27, 2019
4. Approval of Warrant List
5. Public Comment
6. Ordinance 19-09 Granting an RM-2 Multi Family Residential PUD
130 E. Blackstone Street

7. Ordinance 19-10 Authorizing Mayor to enter into a Redevelopment Agreement with Bernard D’Orazio for the Redevelopment of 130 E. Blackstone Street
8. Ordinance 19-11 Amending Ordinance 14-37 Establishing The Area for the Ottawa Enterprise Zone to Remove Certain Acreage
9. Resolution 19-04 Authorize Mayor to enter into An Intergovernmental Agreement Regarding NCICG Administration of The Coaler Lift Station Replacement Project
10. Approval of South Broadway Reconstruction Project Bid
11. Approval for Purchase-Community Emergency Communication System
12. Approval of Water Tower Inspection & Cleaning Project Not to Exceed \$20,000
13. Approval of Purchase Amendment-Final Backhoe Purchase Approval
14. Report of Mayor
15. Report of Trustees S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 N. Nelson
16. Report of Village Clerk
17. Report of Village Attorney
18. Report of Village Engineer
 Presentation of Sanitary Sewer Plant Upgrade

19. Report of Chief of Police

20. Report of Village Administrator

21. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

RE: ADOPTION OF RM-2 PUD AT 130 E. BLACKSTONE STREET

Prior to the end of 2018, Bernie D'Orazio gained a recommendation to the Village Board for the construction of a 4-story multi-family building. After considering the cost of construction along with the future capability to construct additional density within the property, the petitioner amended the petition to go back to a longer approval type of plan, which is to request a PUD to gain multiple variances throughout the property to accommodate multiple structures across the property.

Upon receiving the petition, the PUD Review Committee met and provided a positive recommendation with certain requirements. The property would be rezoned from industrial to RM-2 PUD and the 18 dwelling units would consist of 14 attached dwelling units on the property and 4 apartments within the existing structure. The PUD is required to accommodate the amount of density designed, driveway square footages, anti-monotony requirements, setbacks, etc.

The petition was subject of a public hearing on February 18th at which time the recommendation of the PUD Review Committee was considered and received a unanimous positive recommendation for the Village Board. This building has been subject to quite a few reconsiderations and its current approved land use plan provides the lowest density of those considered to date.

In addition to the zoning approval for this residential development, the petitioner has requested some relief on the scheduled building permit fees; the corresponding redevelopment agreement shall be provided as a separate item for Board approval.

Recommendation:

Adopt Ordinance No. ____: Granting rezoning and the utilization of planned unit development for multifamily residential structure at 130 E. Blackstone.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING RE-ZONING AND PLANNED UNIT DEVELOPMENT
APPROVAL FOR THE CONSTRUCTION OF A 18 SINGLE FAMILY ATTACHED
DWELLING UNITS AT 130 BLACKSTONE STREET IN THE VILLAGE OF COAL
CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVID SPESIA

Village Trustees

ORDINANCE NO. _____

**AN ORDINANCE GRANTING RE-ZONING AND PLANNED UNIT DEVELOPMENT
APPROVAL FOR THE CONSTRUCTION OF A 18 SINGLE FAMILY ATTACHED
DWELLING UNITS AT 130 BLACKSTONE STREET IN THE VILLAGE OF COAL
CITY**

WHEREAS, an application to consider rezoning and allowing the construction of multi-family planned unit development (PUD) of the Village of Coal City Zoning Code (“Zoning Code”) was filed by BDR Properties, represented by Bernard D’Orazio (“applicant”) on January 2, 2019 to construct multi-family attached dwelling unit buildings in addition to the existing structure at the property commonly referred to as 130 E. Blackstone; and

WHEREAS, the property is currently zone industrial (I-1) and the applicant desires the property to be re-zoned as multi-family residential (RM-2); and

WHEREAS, Section 156.185 calls for the purpose and means of utilizing PUD projects and multiple family dwellings are a conditional use within RM-2 districts; and

WHEREAS, the requirements within Section 156-78 regarding RM-2 development provides for a density of 12 dwelling units per acre and prescribes certain setbacks and building requirements provided within *Table 4: Residential District Requirements*; and

WHEREAS, within Table 4 of Coal City’s Zoning Codes including minimum lot width, minimum corner side yard, minimum interior side yard, minimum rear yard, maximum building height and minimum lot area square footage requirements are provided; and

WHEREAS, Section 156-127 of the Village Code prescribes the number and location of parking spots for any new uses; and

WHEREAS, Section 156-161 provides the requirements for accessory structures and Section 156-162 of the Village Code sets forth the standards for such structures; and

WHEREAS, Section 150-2(B)(2) of the Village Code sets forth special provisions to the adopted building code of the Village Code to ensure minimum fire rating and sound attenuation performance qualities of the building materials; and

WHEREAS, the petitioner had formerly filed for a petition regarding the same property on multiple occasions including August 8, 2017, but decided upon replacing such petition to begin a new reconsideration process by the Village of Coal City; and

WHEREAS, immediately following the petition’s presentation at the Planning & Zoning Board’s Regular Meeting of October 15, 2018 and November 5, 2018, the applicant amended the application request from previous petition filings to attain the capability to construct four new multi-family residential structures hosting 14 new dwelling units in addition to 4 dwelling units to be built within the existing structure in addition the management office for the entire residential development; and

WHEREAS, the applicant re-noticed the requisite public hearing and again provided notice to the adjoining neighbors regarding the amended petition; and

WHEREAS, a public hearing was noticed and duly held on February 18, 2019; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on February 18, 2019 at which time it accepted the recommendation of the PUD Review Committee and conducted a public hearing that was noticed and duly held; and

WHEREAS, the Planning & Zoning Board members present unanimously approved the requested 18-unit multifamily residential development at 130 E. Blackstone Rd.; 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 re-zoning with certain 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. The Board of Trustees find as follows concerning the re-zoning of the property from Industrial (I-1) to multi-family residential (RM-2):

- A. **Compatible with Use or Environs.** This multifamily structure shall be able to accommodate families looking for rental dwelling units which are compatible with the existing neighborhood. Zoning this property multifamily residential is much more compatible as a transitional use for the adjoining residential zoning than its current industrial zoning.
- B. **Supported by Trend of Development.** The petitioner has improved other properties within the same neighborhood, which have supported the trend of accommodating rental units near the Village's downtown.
- C. **Consistent with Comprehensive Plan Objectives.** This property has been targeted for reuse and would be better suited for residential utilization than industrial; the area was included within the tax increment finance district as one that should be redeveloped for a better use than its current utilization.
- D. **Further Public Interest.** The petitioner looked for like housing when his own family members were in need of attached residential rental dwelling units. None were available in Coal City and the petitioner set out to make a new type of housing available for Coal City at a time when there is a shortage of available residential units.

Section 3. *Findings of Fact.* The Board of Trustees find as follows granting PUD Approval for this multifamily residential development:

- A. **Superior Design.** This multi-family residential construction coordinates a superior design and integrated design for the redevelopment of this currently underutilized property adjacent to other residential districts with the Village.
- B. **Meets Planned Unit Development Requirements.** The adopted conditions recommended for adoption are the entirety of what shall be allowed variances from what is required within the village Code. The Committee met and recommended a number of conditions which shall be incorporated with the considered recommendation to the Village Board.
- C. **Consistent with the Village Comprehensive Plan.** The area subject to the PUD consideration was included within the Village's long-term redevelopment plans within the adoption of the TIF District and its use allows for the expansion of existing residential district within the immediate vicinity.
- D. **Public Welfare.** The PUD shall not be detrimental to the public health, safety, morals, or general welfare.
- E. **Compatible with Environs.** This approval shall allow the neighborhood to be redeveloped in a manner consistent with the surrounding neighborhood; the re-zoning and the residential use as proposed is compatible with the surrounding residential area.
- F. **Natural Features.** The PUD shall follow the regulations within the Village code regarding preservation of existing structures and abiding by floodway and stormwater retention regulations.
- G. **Circulation.** The improvements to the private residential development has adequate circulation and the approved design shall assist with ensuring current traffic patterns continue and access is improved.
- H. **Open Spaces and Landscaping.** The development utilized open space design to the satisfaction of the committee including the Fire District, which requested additional accommodation for the utilization of its equipment.
- I. **Covenants.** The developer must not abide by nor is setting covenants onto the utilization of this property.
- J. **Public Services.** The developer is making its requisite contributions of the impact of the new residential units within the area to include Parks and School contributions following approval with the building permit review.

- K. **Phasing.** The development is phased in a manner allowing the existing structure to remain as well as accommodate current resident to be relocated after initial residential units have been developed.

Section 4. Description of the Property. The property is commonly referred to as 130 E. Blackstone Street in the Village of Coal City within an I-1 District. The updated Plats of Survey provided for this property have been attached as Attachment A.

Section 5. Public Hearing. A public hearing was advertised on January 30, 2019 in the Coal City Courant and held by the Planning and Zoning Board on February 18, 2019, at which time a majority of the Planning and Zoning Board members recommended passage of the re-zoning with PUD request to the Board of Trustees along with certain conditions due to the property being a redevelopment with existing conditions from its prior uses.

Section 6. Conditions. The petitioner's requests are granted herein contingent and subject to the following conditions as provided by the PUD Review Committee and approved by the Planning & Zoning Board:

A. *Regarding Section 156-78, Table 4 Requirements:*

There are setback requirements and minimum coverages for the buildings and non-vehicular space called forth within Section 156-78 of the Village Code. Due to the proposed development as provided on *Attachment B – Land Use Plan* inclusive of a 0" setback along the east side of the property due to provision of a driveway to accommodate emergency response equipment, the required setbacks set forth in Table 4 shall be waived inasmuch as one may construe the setbacks on any of the residential units failing to meet the minimum standards prescribed.

B. *Regarding Section 156-127, Offstreet Parking Requirements:*

Fourteen (14) of the eighteen (18) dwelling units shall possess a private one car attached garage, which shall provide 14 offstreet parking spots. These parking spots along with an offstreet parking area located adjacent to the west side of the central management structure possessing 10 more parking spots and 14 newly constructed onstreet parking spaces on the north side of Blackstone shall cumulatively provide 38 defined parking spots. These locations along with 7 more parking spots on sufficient driveways throughout the development shall provide a total of 45 new parking locations. The aforementioned parking spaces are documented on *Attachment A – PUD Preliminary Plat* and have been determined to be sufficient to meet the requirements of the code regarding any references to the total square footage per dwelling unit or minimum requisite parking spaces per dwelling unit.

C. *Regarding Section 150-2(B), Fire Code/Sound Attenuation Construction Materials:*

The Building Plans to be submitted must include sprinklers within each of the

dwelling units according to industry standards. The walls are to be constructed of double 5/8" drywall sided 2"x6" framing with requisite insulation to provide the minimum sound attenuation characteristics as prescribed within the Village Code.

Adherence to such construction shall allow such materials to be allowed in lieu of masonry or autoclave aerated concrete dividing wall materials.

D. *Regarding Section 156-84, Anti-Monotony Requirements:*

In order to provide a uniform coherent development, the application of standards set forth within Section 156-84 shall not be required. Due to all of the attached multi-family units being allowed within the new subdivision on one common lot, these requirements shall not be maintained.

E. *Regarding Section 155-66, Residential Design Guidelines:*

Due to the redevelopment of this former underutilized industrial property with this cohesive managed residential improvement, the PUD approval shall allow the development incorporation of the units provided and depicted within *Attachment C – Building Elevations*. The following features are determined to meet the required guidelines and shall be included during the construction of these dwelling units: 1.) all dwelling unit exterior materials shall be brick excluding the central existing office structure; 2.) the existing central office structure shall be rehabilitated including its exterior of durable materials compliant with acceptable materials according to the residential development guidelines; 3.) roofs throughout the development shall be constructed with architectural shingles with at least a 25-year rating and a minimum 4"/12" roof pitch with fascia hangovers that exceed 12" in width; 4.) double hung, fire safe windows shall be utilized along the south elevations of the residential structures along Blackstone Street; 5.) landscaping, bearing a minimum of at least 16 trees, shall be developed according to the plan provided in *Attachment B – Land Use Plan* and 6.) concrete shall be utilized for all driveways and approaches throughout the improvement area (inclusive of on street parking spaces). Any other features provided within these guidelines inclusive of requisite minimum square footage requirements or minimum garage stalls shall not be applied due to the aforementioned improvements.

F. *Other Requirements to be provided:*

- a. A portion of Kankakee Street shall be dedicated to the Village of Coal City to ensure the existing roadway and adjacent utilities are located on Coal City right of way. The proposed dedication is provided within *Attachment D – Proposed Plat of Dedication* and shall be adopted upon submission of the approved Final Plat.
- b. In addition to the dedication of a portion of the property to the Village of Coal City, the north side of the property is immediately adjacent to an existing commercial facility. The developer shall improve the access with a concrete

interior road adjacent to the northerly structure's front yard and shall record an easement on the property allowing passage of public vehicles for the purpose of neighboring properties so as to maintain the current access to adjoining neighbors' properties.

- c. When completing the improvements at the PUD, the developer shall pour curbing along the east side of Kankakee Street from the railroad tracks southward to define the entrance of the adjacent business and the northerly residential unit.
- d. Those sidewalks shown on *Attachment A – PUD Preliminary Plat* shall be newly installed with concrete at the time of redevelopment following Village installation requirements and bear a minimum width of 5 feet.
- e. There are two existing detached dwelling units at the corner of Blackstone & Kankakee Streets that shall be demolished during the redevelopment. These two units must be demolished prior to the ninth dwelling unit being constructed within the new residential development.
- f. Lighting for the PUD development shall comply with Village Code to include, but not limited to the installation of a street light mid-block on the north side of Blackstone, wall mounted exterior lights on each exterior wall of the residential dwelling units and parking lot lighting coverage for the 10 spaces located west of the main office. These improvements shall follow Village Code regrading qualitative standards to include full cutoff housings.

Section 7. Re-zoning. A zoning amendment altering the zoning of the property from I-1 to RM-2 is hereby granted.

Section 8. PUD Approval. The construction of multi-family residential dwelling units shall be allowed within the provisions provided herein.

Section 9. 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 10. 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 11. 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: Bernie Tarazio BDR property

Address: 130 Blackstone Phone number: 791. 8113

Owner represented by: Self ☒ Attorney ☐

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: I-1 Use of surrounding properties: North I 1 South RS3

East RM2 West C-4

What zoning change or variance: (specify) 4 new buildings one story
18 total units

To allow what use Zoning from I 1 to PUD

Tax number of subject property: 09-02-157-009

Common address of property: 130 Blackstone

Parcel dimensions: 325 x 230 Lot area (sq. ft.) 62550

Street frontage 125

Legal description lots 18-30 of Block 49
and parcel 2

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.

Bernie Darazio, 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 2nd day of January, 20 19.

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. _____

FOR OFFICE USE ONLY

Case number ZA-300
Filing date 1-2-2019
Hearing date 2-18-19
Filing fee \$ -0-
Hearing time 2pm

Location of hearing
Village Hall
515 South Broadway
Coal City, Illinois

**PLANNED UNIT DEVELOPMENT MEETING
JANUARY 18, 2019**

At 2 p.m. on Friday, January 18, 2019 in the boardroom of the Village Hall, the first meeting of the Planned Unit Development (PUD) Committee was called to order by Matthew Fritz, for the proposed D'Orazio Development at 130 Blackstone Street.

In Attendance:

Coal City Planning & Zoning Board; Georgette Vota & Jill Breneman
Coal City Fire Protection District; Chief Sheldon & Deputy Chief Seerup
Coal City Police Department; Chief Tom Best
Coal City Unit School Dist. #1; Dr. Kent Bugg
Coal City Director of Public Works; Darrell Olson
Coal City Administrator; Matt Fritz

Mr. D'Orazio has presented a conceptual drawing for the development. Mr. Fritz stated that the Coal City Planning and Zoning Board had approved entrance into the PUD process on this development. A Public Hearing is scheduled for February 18, 2019. The Committee reviewed the conceptual plans and discussion of the Committee included:

- Several variances required
- Widening driveway to accommodate emergency vehicles
- Parking spot requirements
- 14 garages with driveways; 10 additional parking spots
- No set back on east side of development for additional parking & emergency vehicle maneuvering
- Rezoning of property from Industrial to either RA-1 or RM-2; based on density
- Principal structure on one lot
- On-site management contained in principal structure
- 14 two-bedroom units (new); 4 two-bedroom units in existing structure, for a total of 18 2-bedroom rental units
- Consolidation of parcels
- All concrete drives and sidewalks
- 100% brick structures
- Fire sprinkler systems installed
- All electric

mm

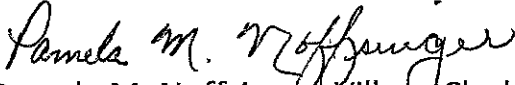
Coal City Planned Unit Development Committee Meeting

January 18, 2019

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- Preferably 55 & older rentals
- Anti-monotony clause
- Existing building update & facelift
- Landscaping, lighting; each unit will have three outside lights
- Kankakee Street rededication
- Water located within the Village's easements
- Location of fire hydrants-Kankakee Street & Blackstone Street

The next meeting is scheduled for Wednesday, January 23rd at 12:30 p.m. in the boardroom of the Village Hall. The meeting was adjourned at 2:40 p.m.


Pamela M. Noffsinger, Village Clerk

**PLANNED UNIT DEVELOPMENT MEETING
JANUARY 23, 2019**

At 12:30 p.m. on Wednesday, January 23, 2019 in the boardroom of the Village Hall, the PUD Committee meeting was called to order by Matthew Fritz. The meeting is in regards to the proposed D'Orazio Development at 130 Blackstone Street.

In attendance:

Coal City Unit School Dist. #1-Dr. Kent Bugg

Coal City Police Department-Chief Tom Best

Coal City Planning and Zoning Board; Georgette Vota, Jill Breneman & John Hawkinson

Coal City Fire Protection District; Chief Sheldon

Coal City Administrator; Matthew Fritz

Chamlin Engineering; Ryan Hansen

Coal City Building & Zoning Official; Richard "Bob" Malone

The minutes of the January 18, 2019 meeting were presented. Vota moved to approve the minutes as written, second by Bugg. All signified by saying aye. No one opposed. Motion carried.

A quick review from the last meeting was discussed. New revisions, additions and changes consisted of:

- Lighting-three poles for the parking area with exterior lighting on each unit
- Additional parking spaces from 38 to 45
- "0" setback on east side of property to provide access for emergency equipment
- Sprinkler system
- Triple 5/8" drywall
- 2" x 6" framing
- Fire hydrants-one on Blackstone & two on Kankakee
- Soundproofing/insulation
- Compliance with the Residential Design Guidelines:
 1. Dwelling units will be brick, excluding the existing central office to be rehabilitated with acceptable materials
 2. Roofs shall be constructed of architectural shingles with at least a 25-year rating and a minimum 4"/12" roof pitch & fascia hangovers that exceed 12" wide
 3. Bumpouts along the south elevations to articulate the building facades along Blackstone Street-recommend installing windows in bumpouts
 4. At least 16 trees for landscaping
 5. Concrete driveways and approaches

pmu

Coal City Planned Unit Development Meeting

January 23, 2019

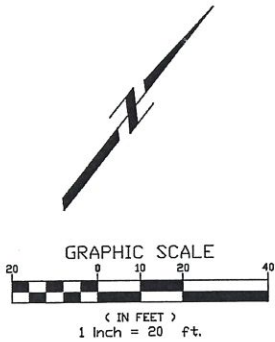
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- A portion of Kankakee Street shall be dedicated to the Village of Coal City
- Establish an easement on the north side for adjacent landowners
- Demolishing the existing two units at the corner of Blackstone & Kankakee Street
- Insure roof pitch on central office

Richard Malone moved to recommend the approval of the Planned Unit Development for the BDR Development to the Planning and Zoning Board, second by Mrs. Vota. All signified by saying aye. No one opposed. Motion carried.

With no further discussion, the meeting was adjourned at 12:45 p.m.


Pamela M. Noffsinger, Village Clerk



SUSTAINABLE DESIGN | SUSTAINABLE LIVING

Wolf Pack
CONSULTING, LLC

Civil Engineering
Land Planning
Land Surveying
Project Management
Stormwater Management

418 South Cass Avenue, Westmont, IL 60559
Office: (630) 364-3117 • wolfpackeng.com

COLOR SITE PLAN
130 BLACKSTONE STREET
COAL CITY, ILLINOIS

PROJ. MGR.: PJW
PROJ. ENG.: KM
DRAWN BY: KM
DATE: 11-29-18
SCALE: 1"=20'

SHEET NO.
C1.0

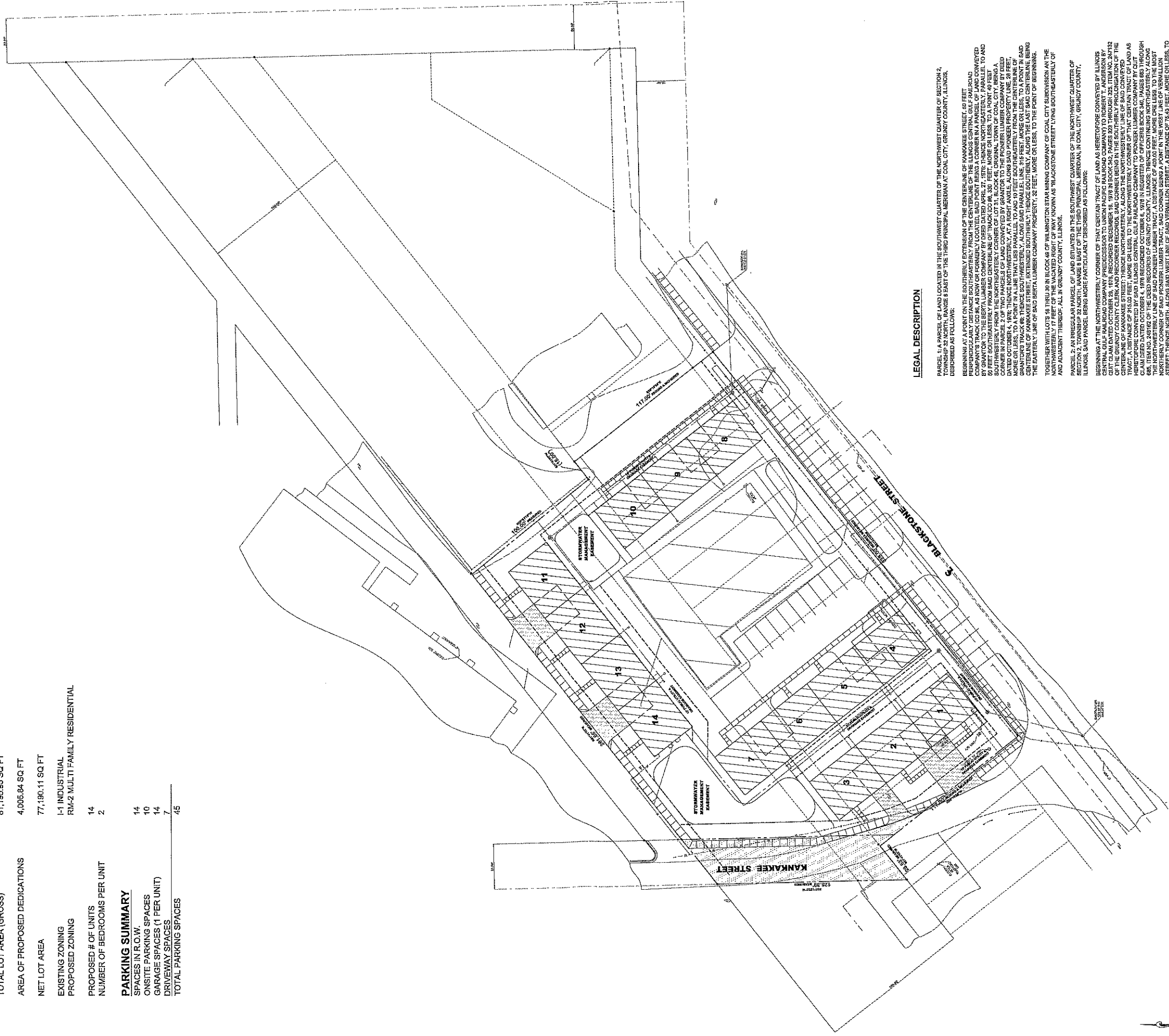
PROJ. NUMBER:

REVISIONS	
03/07/19	REVISED FOR PRELIM PUD SUBMITTAL

**WOLF PACK CONSULTING, LLC
PRELIMINARY PLAN - BLACKSTONE PUD**



<u>LAND USE SUMMARY</u>	
TOTAL LOT AREA (GROSS)	81,195.95 SQ FT
AREA OF PROPOSED DEDICATIONS	4,005.84 SQ FT
NET LOT AREA	77,190.11 SQ FT
EXISTING ZONING	I-1 INDUSTRIAL
PROPOSED ZONING	RM-2 MULTI FAMILY RESIDENTIAL
PROPOSED # OF UNITS	14
NUMBER OF BEDROOMS PER UNIT	2
<u>PARKING SUMMARY</u>	
SPACES IN R.O.W.	14
ONSITE PARKING SPACES	10
GARAGE SPACES (1 PER UNIT)	14
DRIVEWAY SPACES	7
TOTAL PARKING SPACES	45



LEGAL DESCRIPTION

PARCELS 1, 4 & 9, LAND LOCATED IN THE SOUTHERLY QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN AT COAL CITY, GRUNDY COUNTY, ILLINOIS.

BEING A POINT ON THE SOUTHERLY EXTENSION OF THE CENTERLINE OF KANKAKEE STREET, 40 FEET REFERENCED AS DISTANCE SOUTHEASTERLY, FROM THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S TRACK (C&G), AS NOW OR FORMERLY LOCATED, SAID POINT BEING A CORNER IN A PARCEL OF LAND CONVEYED TO THE SOUTHERLY QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COAL CITY, GRUNDY COUNTY, ILLINOIS, AND TO 60 FEET SOUTHEASTERLY FROM SAID CENTERLINE OF TRACK (C&G), 351 FEET, MORE OR LESS, TO A POINT, 40 FEET SOUTHEASTERLY FROM THE NORTHEASTERLY CORNER OF LOT 31, BLOCK 48, ORIGINAL TOWN OF COAL CITY, BEING A CORNER IN PARCELS 2 OF TWO PARCELS OF LAND CONVEYED BY GRANTOR TO THE PIONEER LUMBER COMPANY BY DEED RECORDED IN BOOK 2, PAGE 175 OF SAID RECORDS OF GRUNDY COUNTY, ILLINOIS, THENCE SOUTHERLY, 1/4 SECTION 2, 1/4 SECTION 3, 1/4 SECTION 4, 1/4 SECTION 5, 1/4 SECTION 6, 1/4 SECTION 7, 1/4 SECTION 8, 1/4 SECTION 9, 1/4 SECTION 10, 1/4 SECTION 11, 1/4 SECTION 12, 1/4 SECTION 13, 1/4 SECTION 14, 1/4 SECTION 15, 1/4 SECTION 16, 1/4 SECTION 17, 1/4 SECTION 18, 1/4 SECTION 19, 1/4 SECTION 20, 1/4 SECTION 21, 1/4 SECTION 22, 1/4 SECTION 23, 1/4 SECTION 24, 1/4 SECTION 25, 1/4 SECTION 26, 1/4 SECTION 27, 1/4 SECTION 28, 1/4 SECTION 29, 1/4 SECTION 30, 1/4 SECTION 31, 1/4 SECTION 32, 1/4 SECTION 33, 1/4 SECTION 34, 1/4 SECTION 35, 1/4 SECTION 36, 1/4 SECTION 37, 1/4 SECTION 38, 1/4 SECTION 39, 1/4 SECTION 40, 1/4 SECTION 41, 1/4 SECTION 42, 1/4 SECTION 43, 1/4 SECTION 44, 1/4 SECTION 45, 1/4 SECTION 46, 1/4 SECTION 47, 1/4 SECTION 48, 1/4 SECTION 49, 1/4 SECTION 50, 1/4 SECTION 51, 1/4 SECTION 52, 1/4 SECTION 53, 1/4 SECTION 54, 1/4 SECTION 55, 1/4 SECTION 56, 1/4 SECTION 57, 1/4 SECTION 58, 1/4 SECTION 59, 1/4 SECTION 60, 1/4 SECTION 61, 1/4 SECTION 62, 1/4 SECTION 63, 1/4 SECTION 64, 1/4 SECTION 65, 1/4 SECTION 66, 1/4 SECTION 67, 1/4 SECTION 68, 1/4 SECTION 69, 1/4 SECTION 70, 1/4 SECTION 71, 1/4 SECTION 72, 1/4 SECTION 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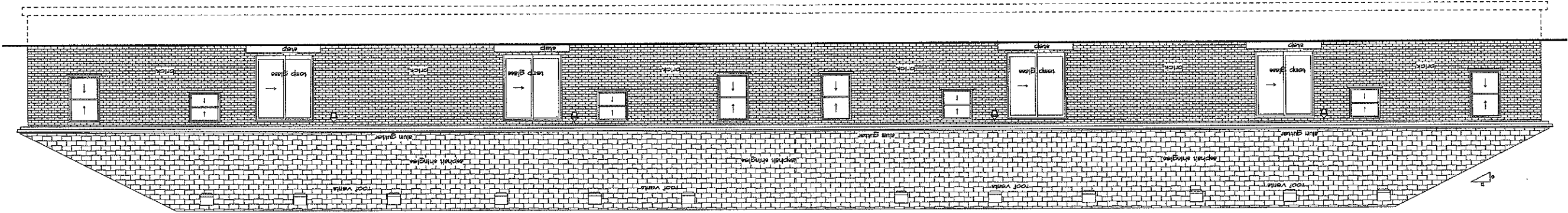
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BONUS:	1 st 257
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PROJECT: 4 Unit Apartment Building			
515 AUGUSTA STREET, OAK PARK, ILLINOIS 60302			
JOB NO: 18-2500			
DATE: 1-23-19			
REVISIONS:			
SHEET NO. A-1			

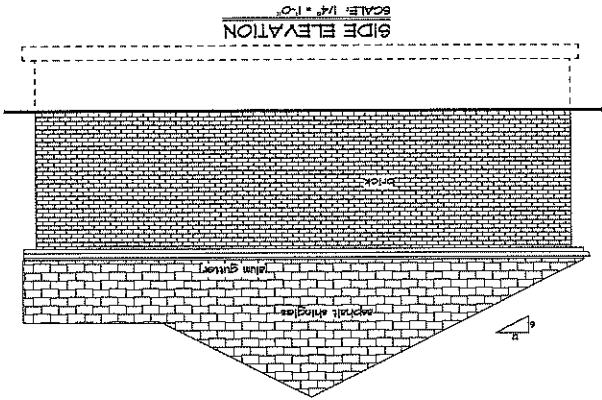
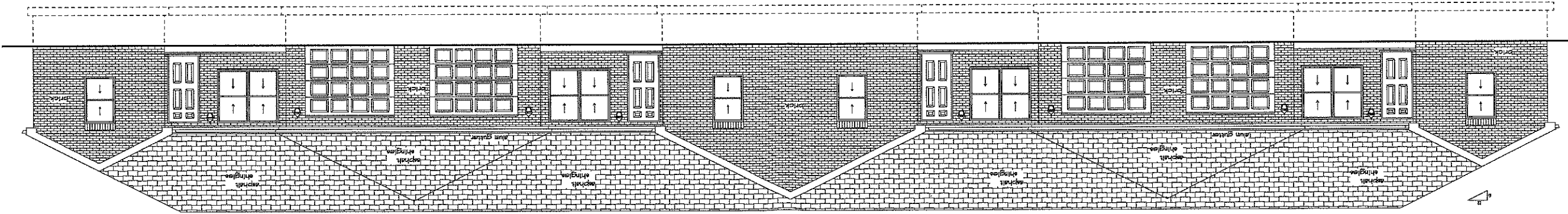
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- SHEET INDEX
- A-1 ELEVATIONS
 - A-2 FOUNDATION PLAN
 - A-3 FLOOR PLAN
 - A-4 NOTES AND DETAILS

REAR ELEVATION



FRONT ELEVATION



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

**RE: REDEVELOPMENT AGREEMENT FOR D'ORAZIO RESIDENTIAL
DEVELOPMENT AT 130 E. BLACKSTONE**

Bernie D'Orazio, who petitioned to allow the construction of an 18-unit residential development consisting of three new structure and the buildout of the existing structure on the property, would like the Village Board to consider a reduction in total building permit fees in order to make this residential development a reality. The total density was slightly reduced in order to fit in with the single story residential nature of the adjacent residential neighborhood resulting in less rent being able to be collected throughout the entire property.

This area has been targeted for like development and Mr. D'Orazio has worked with the village to meet the expectation of the Planning & Zoning Board as well as the Village Board of Trustees as to its final design.

The base building permit fee was to be \$221,838 for this complex. Of this fee, \$14,508 for the School Bedroom Fee, \$6,300 for the water meters, \$31,162 for the Building Permit Review fees, as well as ½ of water & sewer tap on fees of \$38,300 (the total fee was \$76,600) remains. The Water & Sanitary Impact Fees of \$48,600 + ½ of the water & sewer tap on fee of \$38,300 + the Parks estimated subdivision fee of \$30,000 + the infrastructure fee of \$14,668 are all discounted from the original building permit since this is a major redevelopment rather than a greenfield residential subdivision. The discount leaves a one-time payment of \$90,270 to be paid instead of the \$221,838.

The Village Attorney has created an ordinance that captures this discount and allows the lesser Building permit to be charged instead of the higher amount.

Recommendation:

Adopt Ordinance No. ____: Providing a Discounted Building Permit Fee for the Residential PUD at 130 E. Blackstone Street.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

**RE: AMENDMENT TO THE OTTAWA ENTERPRISE ZONE
WITHDRAWING THE REICHOLD PORTION FROM THE EXISTING
ZONE**

Coal City participates with a number of other entities in order to apply Enterprise Zone benefits that were adopted back in 2014. Due to the utilization of the Diamond Enterprise Zone for the CPV project, it is not foreseen the portion for Reichold Chemical will any longer be necessary. This allows the Grundy County allotment to grow; Coal City already has a portion of the Enterprise Zone within the Highfield/Reed & Broadway area.

Kevin Lindeman of NCICG, who assists with the administration of the Enterprise Zone will be on hand to discuss the adoption of this amendment that is also being agreed to by all of the other governmental entities. A public hearing was held on this matter last week in Ottawa.

Recommendation:

Adopt Ordinance No. ____: Amending Ordinance 14-37 Removing Certain Acreage from the Enterprise Zone.

ORDINANCE NO. ____-2019

AN ORDINANCE AMENDING ORDINANCE NO. 14-37 ENTITLED:

“AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE CITY OF OTTAWA, ILLINOIS, SAID ENTERPRISE ZONE BEING A PORTION OF A LARGER ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE CITIES OF MARSEILLES, MORRIS, AND OTTAWA, THE VILLAGES OF CHANNAHON, COAL CITY, AND SENECA, AND THE COUNTIES OF GRUNDY AND LASALLE, ILLINOIS.”

WHEREAS, the State of Illinois has enacted the "Illinois Enterprise Zone Act" (the "Act") to alleviate distressed economic conditions in certain depressed areas; and

WHEREAS, the development, growth and expansion of the private sector requires a cooperative and continuous partnership between government and the private sector; and

WHEREAS, a disproportionate number of residents within the incorporated municipalities of Channahon, Coal City, Marseilles, Morris, Ottawa, and Seneca, as well as, adjacent areas of unincorporated Grundy County and LaSalle County for several years have suffered pervasive poverty, unemployment, and economic distress related to the prolonged national recession, shifts of industries throughout the Counties, and a variety of other economic factors negatively affecting said incorporated and unincorporated areas; and

WHEREAS, on December 8, 2014, the Board of the Village of Coal City passed Ordinance No. 14-37 entitled **“AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE CITY OF OTTAWA, ILLINOIS, SAID ENTERPRISE ZONE BEING A PORTION OF A LARGER ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS PORTIONS OF THE CITIES OF MARSEILLES, MORRIS, AND OTTAWA, THE VILLAGES OF CHANNAHON, COAL CITY, AND SENECA, AND THE COUNTIES OF GRUNDY AND LASALLE, ILLINOIS”** establishing an Enterprise Zone within the City of Ottawa, Illinois, which encompassed contiguous portions of the Cities of Marseilles, Morris, and Ottawa, the Villages of Channahon, Coal City, and Seneca, and the Counties of Grundy and LaSalle Illinois, and is known as the “Ottawa Area Enterprise Zone”; and

WHEREAS, an Intergovernmental Agreement was executed by and between the County of Grundy, Illinois, the County of LaSalle, Illinois, the Cities of Marseilles, Morris, and Ottawa, and the Villages of Channahon, Coal City, and Seneca (“Members”) on November 10, 2014 establishing the Enterprise Zone pursuant to the Act naming the Enterprise Zone the “Ottawa Area Enterprise Zone; and

WHEREAS, Section 11 of said Intergovernmental Agreement allows the parties to agree and pass and approve any boundary amendments affecting the Members of the Enterprise Zone; and

WHEREAS, the Members of the Enterprise Zone have indicated their willingness and desire to cooperate to alter the boundary of the Enterprise Zone as permitted pursuant to the Intergovernmental Agreement and Section 5.4 of the Illinois Enterprise Zone Act; and

WHEREAS, the Board of the Village of Coal City believes it is in the best interests of the citizens of the Village of Coal City to alter the boundary of Enterprise Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Modification. The area described in Exhibit A, which is attached hereto and incorporated herein by reference, and any areas subsequently certified from time to time by the State of Illinois, is the altered boundary area of the Enterprise Zone pursuant to and in accordance with the Act.

SECTION 2: Description. That the altered area described in Exhibit A attached hereto and made a part hereof as if fully set out herein, be and same is hereby designated as the Enterprise Zone pursuant to and in accordance with said Act, subject to certification by the State as provided in the Act, and shall still be known as the "Ottawa Area Enterprise Zone" (hereinafter referred to as the "Zone Area").

SECTION 3: Amended Intergovernmental Agreement. The Village President of the Village of Coal City shall have and is given authority to execute an Addendum to the Intergovernmental Agreement between the Cities of Marseilles, Morris, and Ottawa and the Villages of Channahon, Coal City, and Seneca, and the Counties of Grundy and LaSalle altering only the boundary of the Enterprise Zone according to this Ordinance.

SECTION 4: All Other Terms Applicable. All other terms and conditions in Ordinance No. 52-2014 executed on November 4, 2014 except to the extent modified by this Ordinance, are applicable.

SECTION 5: Severability. This Ordinance, and every provision thereof, shall be considered separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 6: Repeal. All Ordinances and/or Resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 7: Effective. This Ordinance shall be effective immediately upon its passage and approval, and publication, if required by law.

PASSED and APPROVED this _____ day of _____, 2019.

Terry Halliday, Village President

ATTEST:

Pamela Noffsinger, Village Clerk

ADDENDUM TO OTTAWA AREA ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT

THIS ADDENDUM is attached to and made a part of the Ottawa Area Enterprise Zone Intergovernmental Agreement dated November 10, 2014, entered into by and between the County of Grundy, Illinois, and the County of LaSalle, Illinois and the Cities of Marseilles, Morris, and Ottawa, and the Villages of Channahon, Coal City, and Seneca.

WHEREAS, the State of Illinois has enacted the "Illinois Enterprise Zone Act" (the "Act") to alleviate distressed economic conditions in certain depressed areas; and

WHEREAS, the development, growth and expansion of the private sector requires a cooperative and continuous partnership between government and the private sector; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) specifically Section 3 of said Act, 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, a disproportionate number of residents within the incorporated municipalities of Channahon, Coal City, Marseilles, Morris, Ottawa, and Seneca, as well as, adjacent areas of unincorporated Grundy County and LaSalle County for several years have suffered pervasive poverty, unemployment, and economic distress related to the prolonged national recession, shifts of industries throughout the Counties, and a variety of other economic factors negatively affecting said incorporated and unincorporated areas; and

WHEREAS, an Intergovernmental Agreement was executed by and between the County of Grundy, Illinois, the County of LaSalle, Illinois, the Cities of Marseilles, Morris, and Ottawa, and the Villages of Channahon, Coal City, and Seneca ("Members") on November 10, 2014 establishing the Enterprise Zone pursuant to the Act and naming the Enterprise Zone the "Ottawa Area Enterprise Zone; and

WHEREAS, Section 11 of said Intergovernmental Agreement allows the parties to agree and pass and approve any boundary amendments affecting the Members of the Enterprise Zone and any technical corrections; and

WHEREAS, the Members of the Enterprise Zone have indicated their willingness and desire to cooperate to alter the boundary of the Enterprise Zone as pursuant to the Intergovernmental Agreement and Section 5.4 of the Illinois Enterprise Zone Act; and

WHEREAS, the Members of the Enterprise Zone have indicated their willingness and desire to cooperate to make a technical correction in Section 11 by changing LaSalle County to Grundy County as pursuant to the Intergovernmental Agreement and Section 5.4 of the Illinois Enterprise Zone Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND IN FURTHER CONSIDERATION OF THE RECITALS HEREINABOVE SET FORTH, IT IS HEREBY AGREED BETWEEN THE PARTIES, AS FOLLOWS:

SECTION 1: Recitals. The foregoing recitals are incorporated herein by reference as the factual determinations of the governmental entities as if set forth verbatim.

SECTION 2: Description. The altered area described in Exhibit A, which is attached hereto and incorporated herein by reference, and any areas subsequently certified from time to time by the State of Illinois are hereby designated as the altered boundary of the Enterprise Zone pursuant to and in accordance with the Act, subject to certification of the State as in the Act provided, and shall still be known as the Ottawa Area Enterprise Zone (hereinafter referred to as "Zone Area").

SECTION 3: Technical Correction. That a technical error occurred in the last paragraph of Section 11 of the Intergovernmental Agreement by saying LaSalle County when the intent of the parties was to say Grundy County. Therefore, the last paragraph of Section 11 is amended to read as follows:

Furthermore, with the exception of the Top Crop Wind Farm located in Grundy County, the LaSalle County members of the Zone (County of LaSalle, City of Marseilles, City of Ottawa, and Village of Seneca) hereby agree to pass and approve any boundary amendments, local incentive amendments and technical corrections affecting the Grundy County members of the Zone (County of Grundy, City of Morris, Village of Channahon, and Village of Coal City) but not exceeding the 3 square mile allocation for **Grundy County**.

SECTION 4: All other terms applicable. All other terms and condition of the Ottawa Area Enterprise Zone Intergovernmental Agreement executed on November 10, 2014, except to the extent modified by this addendum, are applicable.

SECTION 5: Execution and Counterparts. The governing bodies of the governmental entities have authorized the execution of this **ADDENDUM TO THE OTTAWA AREA ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT** by their duly designated officials, and this Agreement may be executed in several counterparts and each such document shall be deemed an original.

Pamela Noffsinger, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY)

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Village of Coal City, the County and State aforesaid, and as such Clerk I am the keeper of the records and files of the President and Village Board of the Village.

I do further certify that the attached and foregoing is a true and correct copy of the Ordinance entitled:

**AN ORDINANCE AMENDING ORDINANCE NO. 14-37 ENTITLED:
"AN ORDINANCE ESTABLISHING AN ENTERPRISE ZONE WITHIN THE
VILLAGE OF COAL CITY, ILLINOIS, SAID ENTERPRISE ZONE BEING A
PORTION OF A LARGER ENTERPRISE ZONE ENCOMPASSING CONTIGUOUS
PORTIONS OF THE CITIES OF MARSEILLES, MORRIS, AND MARSEILLES,
THE VILLAGES OF CHANNAHON, COAL CITY, AND SENECA, AND THE
COUNTIES OF GRUNDY AND LASALLE, ILLINOIS."**

as adopted by the President and Village Board of the said Village of Coal City at its regular meeting held on _____, _____, 2019 and as approved by the President of said Village on the _____ day of _____, 2019, all as it appears from the official records of said Village, in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said Village of Coal City, Illinois, this _____ day of _____, A.D., 2019.

Pamela Noffsinger, Village Clerk

(SEAL)

Dated: This _____ day of _____ 2019.

COUNTY OF GRUNDY, ILLINOIS

COUNTY OF LASALLE, ILLINOIS

BY: _____
County Board Chairman

BY: _____
County Board Chairman

CITY OF MARSEILLES, ILLINOIS

CITY OF MORRIS, ILLINOIS

BY: _____
Mayor

BY: _____
Mayor

CITY OF OTTAWA, ILLINOIS

VILLAGE OF CHANNAHON, ILLINOIS

BY: _____
Mayor

BY: _____
Village President

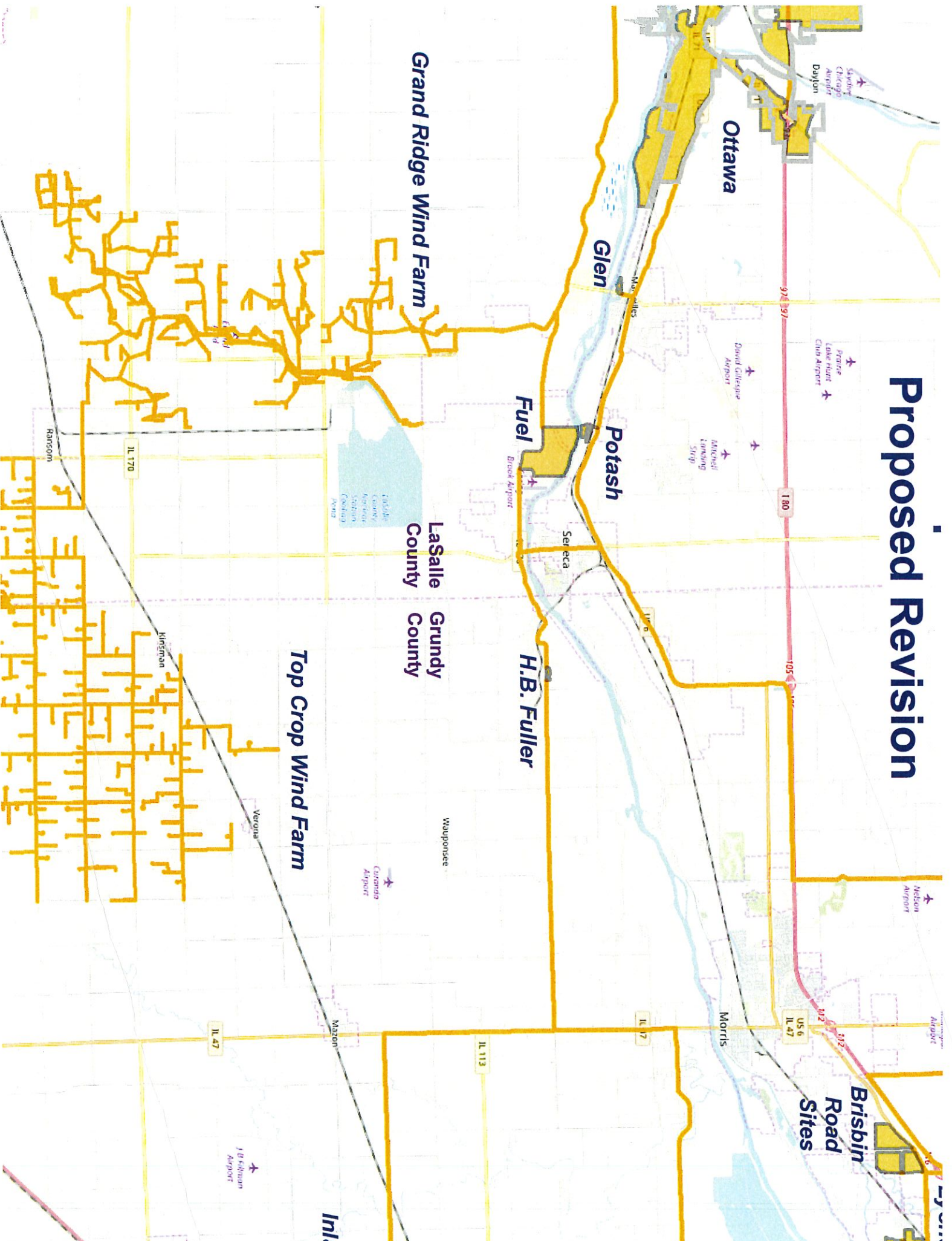
VILLAGE OF COAL CITY, ILLINOIS

VILLAGE OF SENECA, ILLINOIS

BY: _____
Village President

BY: _____
Mayor

Proposed Revision





An aerial photograph of a landscape, likely a wetland or agricultural area. A river flows from the top left towards the bottom right. The land is divided into various plots, some of which are dark, possibly indicating water or dense vegetation. A yellow line outlines a specific area in the center-right of the image. The word "Reichhold" is written in yellow text with a black outline, positioned over the outlined area.

Reichhold

**NOTICE OF HEARING ON CHANGING THE EXISTING ZONE BOUNDARIES TO DELETE TERRITORY
WITHIN GRUNDY COUNTY FROM THE OTTAWA AREA ENTERPRISE ZONE**

NOTICE IS HERBY GIVEN that a public hearing will be held on Thursday, February 28th 2019 at 3:00 pm at the City of Ottawa, 301 West Madison, Ottawa, IL. This hearing is for the purpose of considering the merit of deleting territory from the Ottawa Area Enterprise Zone. The public hearing will address the proposed amendment to the boundary of the Enterprise Zone by deletion of territory in Grundy County.

Maps of the proposed amended boundary of the Ottawa Area Enterprise Zone are available for public inspection at the Office of the City Clerk of Ottawa, Illinois, during normal business hours.

All persons desiring to appear and be heard with regard to said proposed Enterprise Zone deletion may appear and be heard at the time and place specified above.

Also, anyone desiring to express comments on the proposed Ottawa Area Enterprise Zone territory deletion without attending the public hearing may do so by submitting correspondence to the Ottawa Enterprise Zone Administrator, 301 West Madison St., Ottawa, Illinois prior to 4:30 pm February 27th

Dated at Ottawa, Illinois, this 21st day of February, A.D., 2019.

City of Ottawa

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

**RE: NCICG TO ADMINISTER CONSTRUCTION OVERSIGHT FOR
GRUNDY COUNTY DURING COALER LIFT STATION
REPLACEMENT PROJECT**

Grundy County has been assisting with the administration of certain funds, which were awarded to Coal City from available Ike Planning resources. To date, Grundy County has processed payment for S. Broadway Phase 2 Construction as CBBEL bills for its agreed upon professional fees. Grundy County was a registered Ike Planning Grant recipient, which caused the State of Illinois to place its available funding with Grundy County.

However, the grant approved for the Coaler Lift Station, approximately \$1 million involves the administration of construction, which involves much more time, energy, and complexity. Grundy County has requested the services of NCICG to provide this portion of grant administration, which will cost \$20,500. This administration fee may likely come from allotted grant funds, but the final amount cannot be determined until the project is bid and funds expended.

Since Grundy County is requesting administration services from NCICG, it is necessary to ensure Grundy County it will not incur any obligations due to its service agreement with NCICG. The attached intergovernmental agreement shall pass any cost regarding the administration of the Coal City Coaler Lift station Replacement Project of any cost should exist after utilizing available grant funds.

Recommendation:

Adopt Resolution No. ____: Entering into an Agreement with Grundy County to Allow any Liability for the NCICG Administration Agreement to Pass through to the Village of Coal City.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY AND GRUNDY COUNTY,
PROVIDING FOR REIMBURSEMENT OF GRUNDY COUNTY BY THE VILLAGE OF
COAL CITY FOR THE COUNTY'S PAYMENTS TO THE NORTH CENTRAL
ILLINOIS COUNCIL OF GOVERNMENTS FOR SERVICES RELATED TO COAL
CITY COALER LIFT STATION IKE GRANT**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
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 INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY AND GRUNDY COUNTY, PROVIDING
FOR THE REFUNDING BY THE VILLAGE OF CERTAIN PROPERTY TAXES
EXTENDED AGAINST UNINCORPORATED PROPERTY OWNED BY THE COAL
CITY AREA CLUB**

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, Grundy County 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 "County");

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;

WHEREAS, the Village and the County are units of local government;

WHEREAS, the Village and are public agencies within the meaning of Section 2 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/2 (the "Act");

WHEREAS, the Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the County is considering entering into an agreement for Administration and Coordination Services for a Community Development Block Grant-DR "IKE" Grant No. 08-355060 with the North Central Illinois Council of Governments ("NCICG") in substantially the form attached hereto as Exhibit A (the "County – NCICG Agreement") in order to facilitate the grant processing, consulting and administration related to the Coal City Coaler Lift Station Replacement Project (the "Village Project"), all as more particularly identified in the County – NCICG

Agreement;

WHEREAS, the Village is an intended third-party beneficiary of the County - NCICG Agreement and is desirous of reimbursing the County for its payments to NCICG under the County – NCICG Agreement in furtherance of the Village Project; and

WHEREAS, the Village and County have found and determined that it would be in their mutual best interests to enter into this Agreement in accordance with the terms and conditions set forth herein.

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 INTERGOVERNMENTAL AGREEMENT PROVIDING FOR REIMBURSEMENT OF GRUNDY COUNTY BY THE VILLAGE OF COAL CITY FOR THE COUNTY’S PAYMENTS TO THE NORTH CENTRAL ILLINOIS COUNCIL OF GOVERNMENTS FOR SERVICES RELATED TO COAL CITY COALER LIFT STATION IKE GRANT (“Agreement”) in substantially the form attached hereto as Exhibit 1, 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 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:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2019.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR REIMBURSEMENT OF
GRUNDY COUNTY BY THE VILLAGE OF COAL CITY FOR THE COUNTY'S
PAYMENTS TO THE NORTH CENTRAL ILLINOIS COUNCIL OF GOVERNMENTS
FOR SERVICES RELATED TO COAL CITY COALER LIFT STATION IKE GRANT**

[Attached on following pages]

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR REIMBURSEMENT OF
GRUNDY COUNTY BY THE VILLAGE OF COAL CITY FOR THE COUNTY'S
PAYMENTS TO THE NORTH CENTRAL ILLINOIS COUNCIL OF GOVERNMENTS
FOR SERVICES RELATED TO COAL CITY COALER LIFT STATION IKE GRANT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of this ____ day of _____, 2019, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "Village"), and GRUNDY COUNTY, 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 "County") (collectively, the Village and County shall be known as the "Parties"). In consideration of the recitals and mutual covenants and agreements set forth below, the parties hereby agree as follows:

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 County 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 County is considering entering into an agreement for Administration and Coordination Services for a Community Development Block Grant-DR "IKE" Grant No. 08-355060 with the North Central Illinois Council of Governments ("NCICG") in substantially the form attached hereto as Exhibit A (the "County – NCICG Agreement") in order to facilitate the grant processing, consulting and administration related to the Coal City Coaler Lift Station Replacement Project (the "Village Project"), all as more particularly identified in the County – NCICG Agreement; and

WHEREAS, the Village is desirous of reimbursing the County for its payments to NCICG under the County – NCICG Agreement in furtherance of the Village Project; and

WHEREAS, the Village and County have found and determined that it would be in their mutual best interests to enter into this Agreement in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the Village of Coal City and Grundy County hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Effective Date. This Agreement shall become effective on the last date on which a duly authorized official from one of the Parties executes the Agreement (the "Effective Date").

3. Village Reimbursement of County. Within five (5) business days of the County tendering evidence to the Village of making a progress payment to NCICG for NCICG's work related to the Village Project as provided in the County – NCICG Agreement, the Village shall reimburse the County in full for such evidenced expenditure, provided, however, that in no event shall the sum of all such Village reimbursements exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00). The Parties acknowledge and agree that it is the mutual intention of the Parties, rather than the County, to ultimately pay for the NCICG services provided for in the County – NCICG Agreement. The Village covenants and agrees that it shall defend, indemnify, and hold harmless the County and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Village's breach of all or any portion of its reimbursement obligations hereunder. The Village's reimbursement obligations hereunder shall exist independently of the success or failure of the Village Project or the non-appropriation of the IKE grant funds or other failure to disburse grant funds by the State, and notwithstanding any delay in disbursing grant funds, or insufficiency of the grant funds to cover the Village Project costs.

4. Defaults. Failure on the part of either party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement within thirty (30) days after written notice thereof shall constitute an "Event of Default." Except as otherwise expressly provided herein, no default by either party shall be actionable or be of other consequence unless and until it shall constitute an Event of Default. In the Event of Default by either party, the non-defaulting party may exercise any right or remedy granted by the Constitution and laws of the State of Illinois as it may deem most effectual to protect its rights, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy, insofar as such may be authorized by law, including but not limited to entitlement to specific performance or damages. No remedy by the terms of this Agreement conferred upon or reserved to either party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto. Neither party shall be liable to the other for consequential damages or lost profits.

5. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable

overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered in duplicate at, the following address:

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

Notices and communications to County shall be addressed to, and delivered at, the following address:

_____[Title]
Grundy County
1320 Union Street
Morris, IL 60450

6. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

7. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

9. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

10. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

12. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

GRUNDY COUNTY

By: _____
Village President

By: _____
County Board Chairman

ATTEST

ATTEST

By: _____
Village Clerk

By: _____
County Clerk

EXHIBIT A

**ADMINISTRATION AND COORDINATION SERVICES FOR A COMMUNITY DEVELOPMENT BLOCK
GRANT-DR "IKE" GRANT NO. 08-355060 WITH THE NORTH CENTRAL ILLINOIS COUNCIL OF
GOVERNMENTS**

(inserted on following pages)

4846-8430-0937, v. 1

Resolution # _____

RESOLUTION TO ENTER INTO AN AGREEMENT
FOR ADMINISTRATION AND COORDINATION SERVICES
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)-DR "IKE"
ON BEHALF OF GRUNDY COUNTY FOR THE COAL CITY COALER LIFT STATION

This AGREEMENT, made and entered into as of this _____ of _____, 2019 by and between GRUNDY COUNTY, Illinois (hereinafter referred to as the "COUNTY") and the North Central Illinois Council of Governments, 613 W. Marquette Street, Ottawa, Illinois (hereinafter referred to as the "COUNCIL").

:WITNESSETH:

WHEREAS, GRUNDY COUNTY is desirous of entering into an Agreement with the State of Illinois to provide for financial aid to the COUNTY under Title I of the Housing and Community Development Act of 1974, as amended, for THE COAL CITY COALER LIFT STATION.

WHEREAS, the COUNTY desires to engage the COUNCIL to render certain technical advice, management, and assistance in the administration of the CDBG-DR "IKE", grant #08-355060

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

GRANT ADMINISTRATION

THE COUNCIL AGREES to perform the following duties for the COUNTY in consultation with the County Chair and County Board and their designated representatives:

1. Fulfillment of Grant Agreement Conditions/Requirements

The COUNCIL will administer the grant in accordance with the provisions of the Department of Commerce and Economic Development (DCEO) grant agreement between DCEO and the COUNTY to assure the COUNTY'S compliance responsibilities with respect to said grant. The COUNCIL will also undertake to prepare and submit all materials required by DCEO to satisfy any conditions of the grant agreement, including the Environmental Review Procedures, to secure unconditional grant agreement for the COUNTY. All other stipulations of this AGREEMENT shall be void if conditions stipulated in the COUNTY'S grant agreement with DCEO are not satisfactorily fulfilled.

2. Day-to-Day Coordination

The COUNCIL shall at all times during this AGREEMENT provide the COUNTY with day-to-day coordination of program activities and shall, as often as required, monitor, inspect, and examine the project to insure that all activities are being performed in accordance with applicable federal, state, and local requirements.

COST OF SERVICES

Administration fee of \$20,500 to be paid by the County, with payments to be made on a periodic basis as billed by the COUNCIL for the services below:

Environmental Review

Bid Documents

Wages rates

Pre-bid meeting (not mandatory, up to the engineer)

Pre- Construction meeting (mandatory)

Labor standards (interviews and payroll verification)

Close out –representing Coal City

OTHER PROVISIONS

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY CHAIR AND COUNTY BOARD OF GRUNDY COUNTY that this AGREEMENT be adopted by the Grundy County and the Chair and County Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this _____ day of _____, 2019.

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

FOR THE COUNTY:

FOR THE COUNCIL:

Chris Balkema, County Chairman

Matt Fritz, President

ATTEST:

ATTEST:

Kay Olson, County Clerk

William Simmons, Secretary

(SEAL)

(SEAL)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

RE: S. BROADWAY RECONSTRUCTION CONFIRMATION

The Village of Coal City has been continuously working on the reconstruction plan for Broadway, which will completely reconstruct the public right of way between the back of sidewalk on the west side of the street and the east side in front of businesses from Park Street on the south end northward to the south leg of the Division & Broadway intersection. This plan will soon pass from the design phase of engineering into construction and oversight. The Illinois Department of Transportation (IDOT) will oversee the payment for completed construction according to State requirements.

Although IDOT will be responsible for meeting with the awarded contractor and scheduling the work, it is appropriate to confirm the lowest responsible bidder for this project. D Construction was the only firm to respond to this bid with a project bid of \$4,631,410. Previously, the Board approved an IDOT Local Partner Agency Agreement to be provided with the approval to ensure this project may move forward. Due to some delays from BNSF regarding the easement agreements, the local action by the Village Board was delayed and tabled at the February 13 Meeting. At this point, those agreements are in place and IDOT is prepared to move ahead with its pre-construction meeting

Recommendation:

Confirm IDOT's awarding of a bid for construction of the South Broadway Project in the amount of \$4,631,410 for D Construction to complete the reconstruction project as designed.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

RE: PURCHASE OR EMERGENCY COMMUNICATION OUTREACH PROGRAM

For the past couple of years, the Village has been reviewing the possibility of utilizing a communications platform that would allow the Village to contact a subset of Village residents dependent upon the type of emergency that must be communicated. There are multiple vendors who provide this technology and all of them provide it in slightly different methods.

The vendor being recommended this evening, Code RED, provides the best means of reaching out to Coal City residents without requiring their pre-registration to be a member of the communication solution. This is very helpful for a majority of residents who may not participate in the initial urging to join the Coal City group for emergency contact information.

Instead, Code RED accesses multiple forms of databases, including emergency dispatch/communications information in order to reach the Village's residents. This type of service comes at a premium, but allows residents to receive information without ever having signed up. It is not 100% effective and can only use available information, but residents can also proactively sign up for the program. One of the best concepts for the utilization of this program is the capability to geo select houses affected by a boil order and sending them a message to let the residents know they are under a boil order. Information will go out for phone calls and voicemails as well as provide texts to cell phones.

This was reviewed in the past, but the cost always surpassed the budget available within the Police Dept. budget. However, Code RED has re-priced its services and can be utilized for a fee of \$4,000 annually. This item was reviewed at the last Public Health & Safety Committee Meeting and recommended for adoption. Its cost would be included in the upcoming FY20 budget, but would be ordered now to gain a full year's utilization of the program; this price reflects the capability to use the messaging in an unlimited basis.

Recommendation:

Authorize the purchase of Code RED Communications in the amount of \$4,000 to Establish Emergency Calling Services for Coal City Residents.



EMERGENCY AND CRITICAL COMMUNICATIONS

OnSolve provides the industry's most proven and easy-to-use notification services capable of reaching hundreds of thousands of citizens in minutes. The company has been in the critical communications business for nearly two decades, developing and implementing the technology that has delivered more than a billion messages across North America.

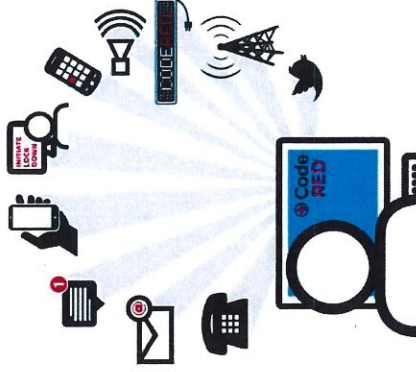
The OnSolve web-based product suite features four hosted solutions for municipalities:

- **CodeRED®** for community and staff notifications
- **CodeRED Weather Warning®** for automated severe weather alerts
- **CodeRED for IPAWS** providing integrated access to the nation's alerting system
- **MyDailyCall™** for checking on at risk individuals

CodeRED



The CodeRED solution was designed specifically for government and public safety officials to record, send and track personalized voice, email, text and social media messages to citizens, as well as staff. OnSolve employs a proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system in operation since 1998.



Solution Overview

Presented to Coal City, IL

Presented by:
Brian Choyka
Senior Regional Manager

Brian.choyka@onsolve.com
Office 866 939 0911
Mobile 610 823 8846
780 W. Granada Blvd.
Ormond Beach, FL 32174
onsolve.com



780 West Granada Blvd | Ormond Beach, FL 32174

866 939 0911

onsolve.com



CodeRED Mobile Alert app



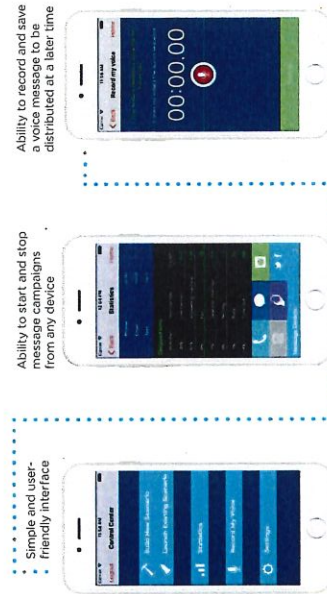
This latest innovation in the public safety arena answers the question asked by many Emergency Managers nationwide – "How do we communicate with people in our jurisdiction who do not reside here?"

The answer is by using a location-based method to deliver CodeRED initiated messages. The CodeRED Mobile Alert app is geo-aware and sends push notifications to a subscriber's device when alerts are issued for their current geographical location. This advanced technology enables local officials which utilize CodeRED to reach those individuals passing through their jurisdiction and helps to also protect citizens traveling outside their local coverage area.

MOBILE LAUNCHING CAPABILITIES

The world has become increasingly mobile and therefore, OnSolve has developed tools to meet the specific needs of our clients. This includes the ability to create and send notifications on the go, from any location at any time via a mobile device.

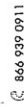
The CodeRED Launcher app, which can be used on any Android, iOS or Windows device, allows users to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad hoc notifications across all modes of dissemination. The app also provides users with a detailed view of statistics in order to analyze each notification sent.



The CodeRED Launcher app empowers users to launch notifications immediately from the field



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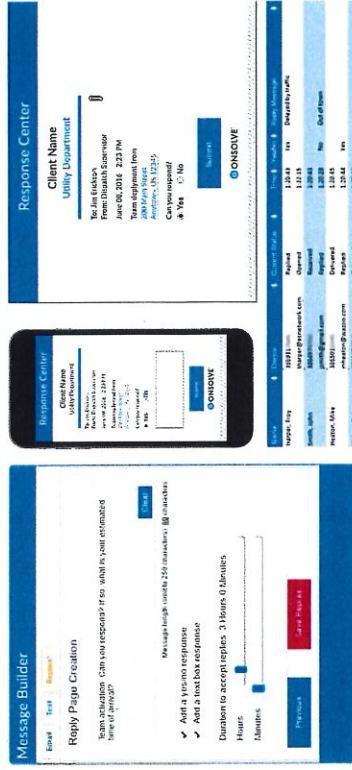


TWO-WAY MESSAGING CAPABILITIES

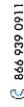
Two-way messaging allows system users to collect real-time responses from your message recipients; helping you make better informed decisions, fulfill open shifts, track resources, enable two-way dialogue, and more.

When a two-way enabled message is sent, recipients receive a custom URL directing them to a responsive web form displaying their available responses. System users can then:

- View and track all responses via detailed analytics
- Establish a pre-determined expiration time for required responses
- Attach documents, pictures or files containing additional information
- Enable simple yes/no survey responses or text fields



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Simple implementation

The CodeRED system is operational immediately and can be ready for use today. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by OnSolve and are instantly available to enable users to easily target residents and businesses by specified area.



Ease of use

The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, the feature rich interface was built with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.



Training and refresher courses are regularly provided via live web-based seminars to ensure your staff is always comfortable with the system and confident in their ability to launch a notification.



Live client support

Available 24/7/365, the OnSolve Client Support Team is staffed by knowledgeable individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds, to stay on top of developing situations; when appropriate, they will also reach out to clients to provide suggestions and support for system use.



Technology

CodeRED's robust platform is built upon a sophisticated infrastructure which includes multiple built-in redundancies to support thousands of jobs running simultaneously.

Proprietary trademarked technology is used to ensure messages are delivered in their entirety regardless if the call is picked up by a person, or by an answering device. If a call is missed, message recipients may simply dial the system back via the toll-free number displayed on their caller ID to hear the last message delivered to their phone. This Universal ANI® feature is not only convenient for the recipients of notifications; but, it also relieves inbound call congestion on your personnel and often overworked emergency lines.

Furthermore, OnSolve manages its entire network in-house, maintaining control over dialing systems and not relying on any third-party or shared lines to place calls. This dedicated network ensures client jobs initiate immediately and do not have to be queued or competed by available phone lines with other dialing priorities. Most importantly, by eliminating any dependence on third-party Service Level Agreements (SLAs), an entire layer of potential failure is removed.

Speed

The OnSolve infrastructure maintains a massive system capacity that is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match the local telephone infrastructure, resulting in more connected calls, less network congestion, and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when ensuring communications are delivered as quickly as possible, is what matters most.

Mapping

Mapping is available for use when messages need to be geographically targeted. The web-based mapping interface, written by OnSolve, is both intuitive and easy-to-use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. OnSolve hosts all components of the mapping interface, relying on no third-party providers.



OnSolve includes local mapping with your CodeRED license and has the ability to provide custom maps using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no requirement for client communities to purchase GIS software and there is also no need for you to utilize internal resources to host, maintain, or update maps.



Calling data

Each client accesses a database which is populated by multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by the OnSolve custom multi-layer geo-coding service.

Communities using CodeRED typically provide data from their local utilities as well as their 911 data. OnSolve geo-codes all client supplied data as a standard part of the database building process.

And finally, the most accurate layer is created by entries to the Community Notification Enrollment (CNE) page. OnSolve provides a custom Web page for each community, allowing residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements, to further populate the database. All information added to the CNE is instantly available for use within CodeRED.

Validata®

The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid, are removed to create a cleaner, more efficient calling list.

Internal use

The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. OnSolve developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs, and official comment direction. With a few clicks of the mouse, multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify the information was delivered rapidly and accurately.



Affordability

OnSolve has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease, and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data, and database clean-up are all included.

The OnSolve pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently, CodeRED is used every day by clients from coast to coast across the U.S. and in Canada. To find out why the CodeRED high-speed notification solution has been selected as the preferred platform for critical communications by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED upon request, so you may hear directly from them regarding the advantages of the system.



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COST PROPOSAL (PRICING VALID FOR 90 DAYS FROM 2/20/19)

Keep staff and residents safe and informed with the CodeRED system. Quickly notify staff of time critical information, emergencies and day-to-day operations updates. Send targeted emergency and community notifications to mobile subscribers located in specific geographic areas within your jurisdiction. (based on population of 5,200)

A one (1) year CodeRED license includes 24/7/365 uninterrupted system access and the following:

- CodeRED system set-up and initial training
- Unlimited CodeRED Mobile Alert App notifications
- Unlimited SMS text, email and social media messaging
- Initial residential and business calling database provided by OnSolve
- Integration and geo-coding of client supplied data (911 data, utility data, etc)
- Managed Data Services provided by OnSolve
- Validata Processing
- OnSolve standard ESRI mapping
- Custom geo-coding using client supplied center-line data
- Unlimited user accounts and pass codes with role-based permission settings
- Unlimited Contact Groups and Tags for internal staff notification
- Unlimited pre-created scenarios and pre-created messages
- Unlimited use of the CodeRED Launcher mobile application
- Complimentary monthly refresher trainings via webinar
- Design and hosting of custom web-page for community enrollment
- 24/7/365 technical support

\$2,500 = Annual Cost

Includes 7,000 annual system voice minutes

Alternate Annual Pricing Options:

\$3,000 = All items listed above plus unlimited calling for emergencies and 10,000 annual minutes for general calling

\$4,000 = All items listed above plus unlimited calling for emergencies and general

OnSolve is also offering a no-cost period from the date the contract is signed to April 30, 2019. The annual contract will begin on May 1, 2019 to match the fiscal year.



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MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

**RE: APPROVE MAINTENANCE OF THE WATER TOWERS INSPECTION
AND CLEANING**

The Village of Coal City has a rotating schedule of inspection and cleaning services with Central Tank Coatings, Inc. to inspect and clean the water towers of the Village. This was scheduled for last year, but the service was put off until this spring due to the weather. At this time, Public Works is recommending both the North & South Water Towers get their inspections and cleanings in order to maximize the visit of this service provider.

Both services can be completed on both towers for an amount, not to exceed \$20,000 (South Water Tower is slightly more because it is larger in size). It is the intent of PW to get this completed prior to the expiration of the current fiscal year in order to get the services paid with current FY19 funds.

Recommendation:

Authorize the inspection and cleaning of the North & South Water Towers by Central Tank Coatings, Inc. for an amount not to exceed \$20,000.

CENTRAL TANK COATINGS, INC

"General Water Tower Maintenance"

Kelly Koehn, Owner 22528 Canoe Rd. Elgin, Iowa 52141

AGREEMENT

THIS AGREEMENT made this **11th day of SEPTEMBER, 2018** by CENTRAL TANK COATINGS, INC. of Elgin, Iowa, hereinafter called the CONTRACTOR, hereby agrees to power wash using 3500 psi to remove all mold and dirt off the **300,000 GALLON ELEVATED WATER TANK**,

For the **VILLAGE OF COAL CITY, IL**
Hereinafter called the OWNER, for the consideration of

SIX THOUSAND DOLLARS

(\$6,000.00) which shall become due and payable upon completion of the work.

Contractor shall provide relief valves during inspection.

Contractor shall carry workman's compensation, public liability, property damage and unemployment insurance during the operation.

Owner shall be responsible for the expenses of effectively insulation and/or de-energizing and grounding all electrical power circuits located within ten (10) foot proximity of the water storage structure.

It is understood that this agreement does not in any way obligate the OWNER to do any further work or incur and other expenses without their written approval.

CENTRAL TANK COATINGS, INC. has negotiated this agreement

Dated this _____ day of _____ 2018

By: _____
OWNER

Name of Owner's Representative Title

CENTRAL TANK COATINGS, INC. accepts and executes this agreement at Elgin, Iowa on this _____ day of _____, 2018

By: _____

Name of Contractor's Representative Title

CENTRAL TANK COATINGS, INC

"General Water Tower Maintenance"

Kelly Koehn, Owner 22528 Canoe Rd. Elgin, Iowa 52141

CONTRACT

THIS AGREEMENT made this 11th day of SEPTEMBER 2018 by and between Central Tank Coatings, Inc. of Elgin, Iowa hereinafter called the CONTRACTOR, and VILLAGE OF COAL CITY, IL hereinafter called the

OWNER. WITNESSETH- IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Contractor hereby agrees to furnish labor, insurance, material, and use of equipment to perform the following work:

Contractor hereby agrees to clean out all mud and debris, by Water-Jet and thoroughly inspect the inside of the water storage tank, including the hatch door and all vents and screens.

Contractor shall provide relief valves during inspection.

After inspection is completed, interior wet surfaces to be disinfected according to the OWNER.

The contract also includes a written report and pictures.

2019- \$1,400.00-- CLEAN AND INSPECT INTERIOR AND MINOR TOUCH UPS TO INTERIOR 300,000G
2019- \$2,000.00-- CLEAN AND INSPECT INTERIOR AND MINOR TOUCH UPS TO INTERIOR 500,000G
2021- \$1,400.00-- CLEAN AND INSPECT INTERIOR AND MINOR TOUCH UPS TO INTERIOR 300,000G

If for some reason, these services are not performed for one or any of these years, OWNER will not be liable for payment.

If for some reason, these services are not performed for one or any of these years, the contract will be extended for one year.

Lead Base Paint Disclaimer: In the event that lead paint is on the water tank or tower, any additional means of lead containment or disposal costs will born upon the Owner. Contractor agrees to carry workmen's compensation, public liability, property damage and unemployment insurance and to pay all social security tax due on its employees engaged in performing this contract. Contractor is an independent contractor hereunder and neither it nor its employees engaged in performing this contract shall at any time during the performance hereof become employees of the Owner. Owner agrees to clear and make accessible to CONTRACTOR the working area and when requested by Contractor's foreman, to furnish police protection in keeping the area clear of spectators, pedestrians, motor vehicles or trespassers while the work is in progress. CONTRACTOR is authorized and shall have the right to erect barricades around the working area and to keep everyone away from the working site except those persons authorized by OWNER. During any exterior painting, OWNER shall remove any vehicles in the area which might receive paint damage. Owner shall provide effective protection for the employees of the CONTRACTOR against all power circuits about or near or within the proximity of the structure to be maintained hereunder. OWNER shall effectively insulate and/or de-energize and ground all electrical power circuits located within a ten (10) foot proximity of the structure to be maintained hereunder and shall be obligated for the expense thereof. OWNER shall contact Power Company or responsible party to shut off power or move power lines so that CONTRACTOR may perform necessary work without danger to employees or disruption of service. OWNER shall furnish at its cost at the working site for the use of CONTRACTOR all electricity and water required by CONTRACTOR to enable it to perform this contract. OWNER agrees that CONTRACTOR shall, as soon as possible, proceed to carry out the provisions of this contract. Upon CONTRACTOR completing the work hereinabove specified, it shall notify the OWNER of that fact and on the same date that notice of completion is received by OWNER, the work shall be inspected and accepted or rejected. OWNER shall notify CONTRACTOR'S home office at Elgin, Iowa, by certified mail, document carrier or facsimile letter and if no objections are received by CONTRACTOR from OWNER within forty eight (48) hours after date of completing the work, then it is mutually agreed by both parties that the work was accepted and approved by OWNER.

Upon OWNER accepting the work of CONTRACTOR to be performed hereunder, OWNER agrees to pay CONTRACTOR

the sum of AS STATED ABOVE

(\$0.00) AS PAYMENT IN FULL FOR ALL THE ABOVE SPECIFIED LABOR AND MATERIALS.

If, in the progress of the work hereinabove specified, OWNER directs additional work to be done by CONTRACTOR, the additional work shall be paid for in addition to the hereinabove stated contract price at the same time that the contract price is paid. All sums due under this contract shall bear interest at the rate of eight (8) percent per annum at the expiration of thirty (30) days from and after the date on which CONTRACTOR'S work is completed. If OWNER is a public body or public agency, it represents that this contract has been approved by and is being entered into at the direction and in behalf of the political body. This contract shall not be binding upon CONTRACTOR until accepted and signed by and officer of CONTRACTOR at the home office in rural Elgin, Clayton County, and State of Iowa. No changes, alterations, assurances or indentures of any kind shall be made on the contract when returned to the home office of CONTRACTOR except the date of acceptance and CONTRACTOR'S signature. This agreement embodies the entire contract between the parties and no oral agreements, representations or warranties heretofore or hereafter made shall be binding unless reduced to writing, signed by the parties and attached hereto.

WITNESS OUR HANDS on the date aforesaid.

CENTRAL TANK COATINGS, INC.
Has negotiated this contract

Central Tank Coatings, Inc. accepts and executes
this contract at Elgin, Iowa on this _____ day of _____ 2018

By: _____

By: _____

Name of Owner's Representative TITLE

Name of Contractors Representative TITLE

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 6, 2019

**RE: AMENDED PRICE APPROVAL FOR THIS YEAR'S BACKHOE
PURCHASE**

Approximately one year ago, the Village Board approved the purchase of a new backhoe, consistent with what was provided for within the budget. It has taken quite a while to get receipt of this new piece of equipment and sell the former backhoe. At the time, the backhoe was to be purchased for a price not to exceed \$130,000; this occurred. However, Darrell's estimate of the value the Village would recoup for its existing backhoe was estimated a bit high.

Due to the estimate, the recorded Minutes essentially provided the authority to expend \$104,650 on this transaction (providing a resale value of the Village's existing unit at \$25,350). The new unit was less than \$130,000 – it was \$129,650. However, the resale of the existing unit came in at \$20,600, which exceeded the trade-in being offered of \$17,000. This slightly lesser resale of the existing unit made the ultimate transaction cost \$109,050 (it would have been higher had Darrell just recommended taking the trade-in by \$3,600). This final transaction amount of \$109,050 is \$4,400 higher than authorized. To date, the backhoe dealer has been paid the maximum amount authorized, which is \$104,650. They would like full payment to close out this transaction.

Recommendation:

Authorize an additional \$4,400 for the new backhoe acquisition allowing the vendor, Patten, to get its last payment in the same amount.

Coal City Police Department
Weekly Summary of Activities
Thursday 02-07-19 – Wednesday 02-13-19

During this period, there were 42 calls for service, 31 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

02-09-19 at 8:52 AM, police were dispatched to an Ann St. residence for a utility complaint. Upon arrival police observed a brass water pipe broken and spraying water. Police contacted the owner of the residence and contacted the village's maintenance department to shut off the water.

02-13-19 at 7:37 PM, police responded to a W. Elm St. residence for a domestic disturbance call. Police observed the female to be intoxicated and wanted her husband removed from the residence. Police stated they would not remove the male from the residence he can only leave voluntarily. The male decided to leave the residence for the evening.

Arrest Incidents

Cruel Treatment of Animals	1
Speeding	6
Parking w/ 15 ft. Hydrant	1
Expired Registration	1
Operating a Hand Held Device while Driving	1
Disobeying a Traffic Control Device	1
Warrant	1
Public Intoxication	1

Coal City Police Department
Weekly Summary of Activities
Thursday 02-14-19 – Wednesday 02-20-19

During this period, there were 41 calls for service, 09 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

02-17-19 at 4:58 PM, police responded to an E. Division apartment for a disturbance between neighbors. The complainant stated she was on the porch speaking with her teenage son when the neighbor came out of her residence and was calling her a bad mother and other expletives. Police did observe the neighbor to be intoxicated but was able to resolve this incident when both parties agreed to stay in their own residences.

02-18-19 at 9:18 PM, a Coal City officer was approached and asked the officer for assistance retrieving two cell phones. The complainant stated she let her boyfriend's adult daughter borrow the cell phones for a few days but she is unwilling to give them back. Police was able to resolve this incident when the female gave the officer the cell phones and charge cord.

Arrest Incidents

Failure to Reduce Speed to avoid an Accident	1
Disobeying a Traffic Control Device	4
Speeding	2
Operating an Uninsured Motor Vehicle	2
Driving too Fast for Conditions	1
Failure to notify of an Accident	1
Improper Parking on Roadway	1
Expired Registration	3
No Valid D.L.	1
Warrant	2
Suspended D.L.	1
Domestic Battery	1

Coal City Police Department
Weekly Summary of Activities
Thursday 02-21-19 – Wednesday 02-27-19

During this period, there were 39 calls for service, 15 verbal warnings and 2 assist Grundy County Sheriff's Dept.

Significant Incidents

02-23-19 at 9:43 AM, police responded to a S. Broadway St. bank for an attempted fraud complaint. The branch manager stated a subject came into the bank and presented a check but appeared very nervous. She did observe several abnormalities about the check, while checking the male subject left the bank and ran across the street to a parked vehicle. She was unable to provide police with any vehicle information and police are continuing to investigate this incident.

02-26-19 at 8:58 AM, police responded to a N. 2nd Ave. apartment for a domestic disturbance call. Both subjects involved refused to give officers any identification but eventually did provide a driver's license. Both parties stated everything was fine and police cleared.

Arrest Incidents

Operating a Hand Held Device while Driving	1
Expired Registration	3
Operating an Uninsured Motor Vehicle	1
Disobeying a Stop Sign	1
Disobeying a Traffic Control Device	1
Warrant	1
Speeding	1