

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
FEBRUARY 27, 2019
7:00 p.m.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes February 13, 2019
4. Approval of Warrant List
5. Public Comment

6. Presentation Coal City Economic Development Video
7. Presentation Coal City Police Department 2018 Summary
8. Ordinance 19-06 Amending Section 92-43 of Village Code
Leaf & Landscape Waste Burning
9. Ordinance 19-07 Variance-Signage
Coal City United Methodist Church
10. Ordinance 19-08 Conditional Use Permit and Variance
Drive thru Window
245 S. Broadway
11. Authorizing the Execution of the Amendment to The Waste Management
Contract to Provide Additional Leaf Collection Services
12. Request for Payment First & Final/Iseler Demolition, Inc.
Elevated Tank Demolition
13. Report of Mayor
14. Report of Trustees: S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
N. Nelson
15. Report of Village Clerk
16. Report of Village Attorney
17. Report of Village Engineer

18. Report of Chief of Police

19. Report of Village Administrator

20. Executive Session to discuss sale of property per 5 ILCS 120/2(c)(6),
personnel per 5 ILCS 120/2(c)(1) and approval of executive session minutes
per 5 ILCS 120/2(c)(21)

21. Adjourn

Coal City Police Department



2018 Year End Summary

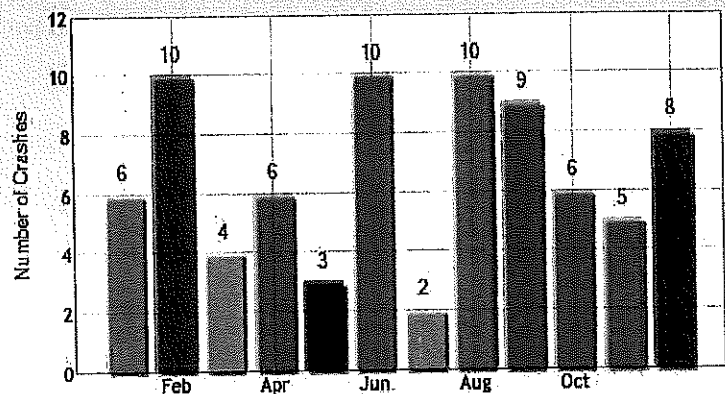
2018 Traffic Crashes

In 2018, the Coal City Police Department handled a total of 79 traffic crashes on the roadway and a total of 25 Private Property Crashes that did not require state reports. When examining the crash summary data, you can see that only 17 of these crashes involved injuries. This is only a slight increase from 2017 where the department handled 72 traffic crashes and 14 personal injury crashes on the roadway. Thursday and Friday had the most traffic crashes in 2018 with 43.02% of the total. The age and experience of the driver is also a factor in these statistics. You can see on the bottom chart that most crashes occurred with drivers between the ages of 16-24 at 35% percent of all traffic crashes.

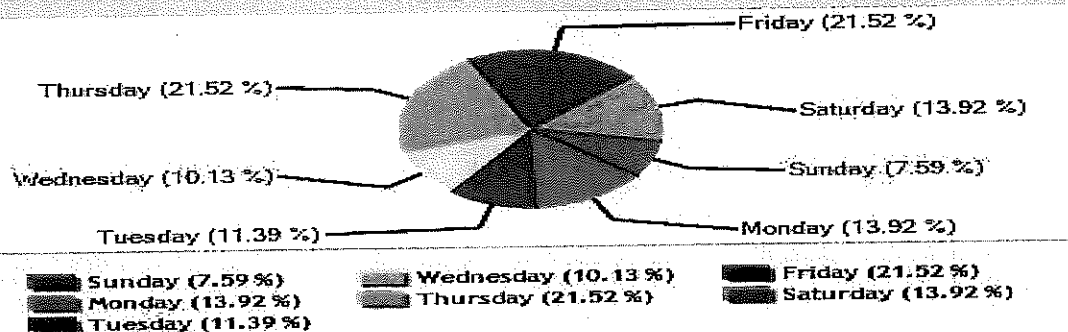
Crash Summary

Total Crashes:	79
Injury Crashes:	17
Total Injured:	21
Fatal Crashes:	0
Total Fatalities:	0
Commercial Vehicle Crashes:	1
Property Damage Crashes:	62
Private Property Crashes:	5

Reports by Month



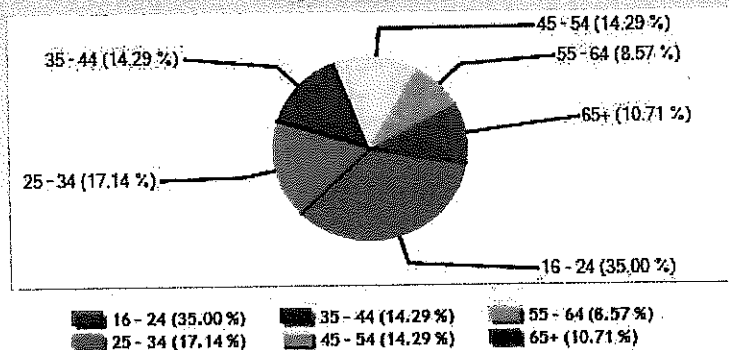
Days of Week



Crash Summary

Total Crashes:	79
Injury Crashes:	17
Total Injured:	21
Fatal Crashes:	0
Total Fatalities:	0
Commercial Vehicle Crashes:	1
Property Damage Crashes:	62
Private Property Crashes:	5

Age of Driver



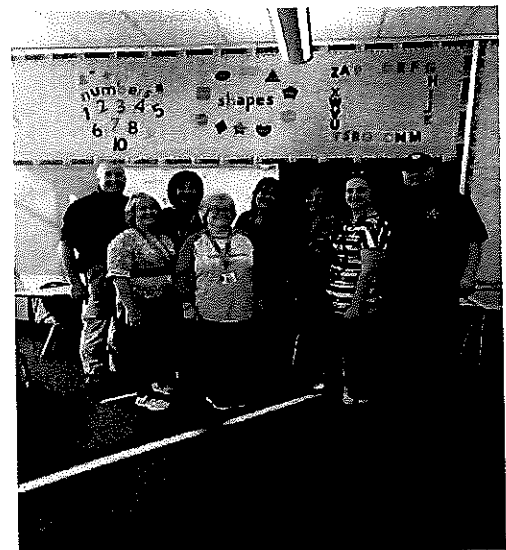
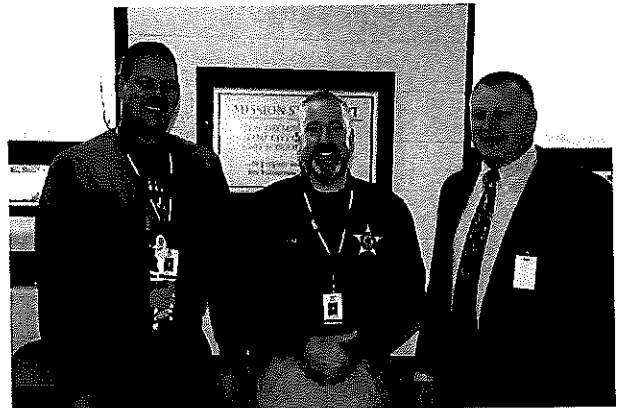
Equipment

The importance of police equipment should be evident to anyone who has ever put on a uniform. Without the right tools, you'll be unable to do the job you signed up for, namely to protect and serve the public. The Coal City Police Department is fortunate to have some of the newest and best equipment used in law enforcement. This equipment not only allows the Officer to complete his assigned tasks of serving the community but also allows them to remain safe. We are proud to be able to say that the Village of Coal City makes it a priority to have each officers properly equipped and trained with the equipment needed for almost any situation that may come up while on the job. In 2018 we purchased a new Ford Explorer and D'Orazio Ford donated a new Ford Taurus to our department. Thank You D'Orazio Ford!



Continuing to Provide Community Oriented Services

The goal of the Coal City Police Department is to create collaborative partnerships between our law enforcement agency and the individuals and organizations that we serve. Each year this department continues to provide services and looks for new ways to give back and stay connected with our community. This philosophy assists with solving crimes within our community and allows each of our officers an opportunity to know and interact with its citizens. In 2018 the Coal City Police Department added two full time School Resource Officer's – Officer Clark and Officer Imhof.



Volunteering

Volunteering can enrich your life in so many ways without that being your intention. This is what we have found by giving back to the community and donating our time. The Coal City Auxiliary Department has donated over 449 hours to the community in 2018. This contribution is noticed not only in how swiftly traffic is flowing from the school sporting events but also during severe crashes or large-scale incidents. What ever the situation may be these tireless individuals have a smile on their faces and ask nothing in return.

During 2018 we also continued the tradition of COPS CAN COOK. In 2018 we served Brats and Bloody Mary's. Thank you to all who attended this successful event.

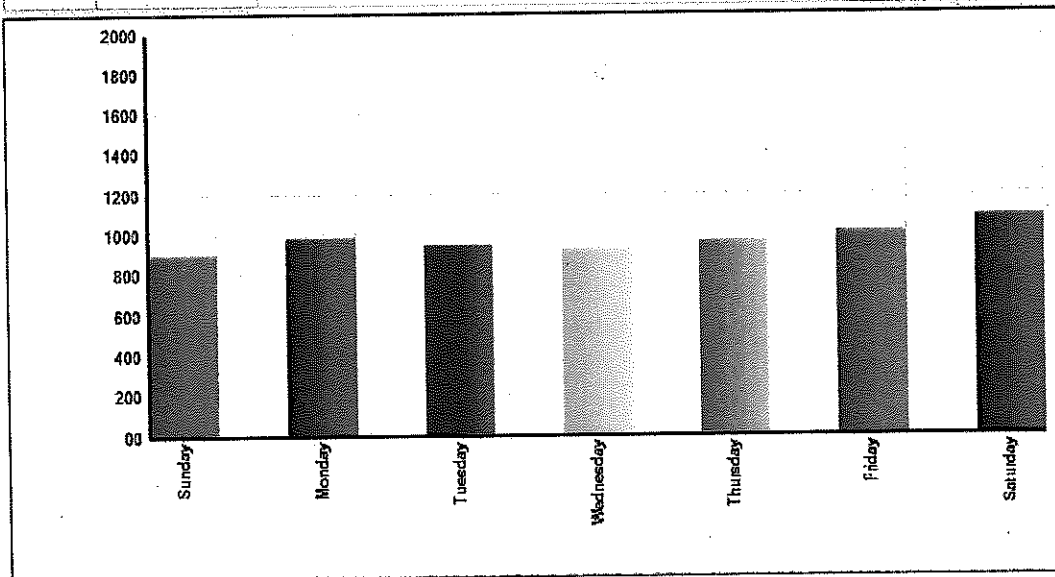
Coal City Police Department renovated the 2 older bathrooms that had many plumbing issues. This renovation consolidated the 2 bathrooms into 1 functional bathroom. This bathroom was constructed with the help of the Coal City Maintenance Department and Officer Jones who volunteered his time installing the new floors lowering the overall cost of the project



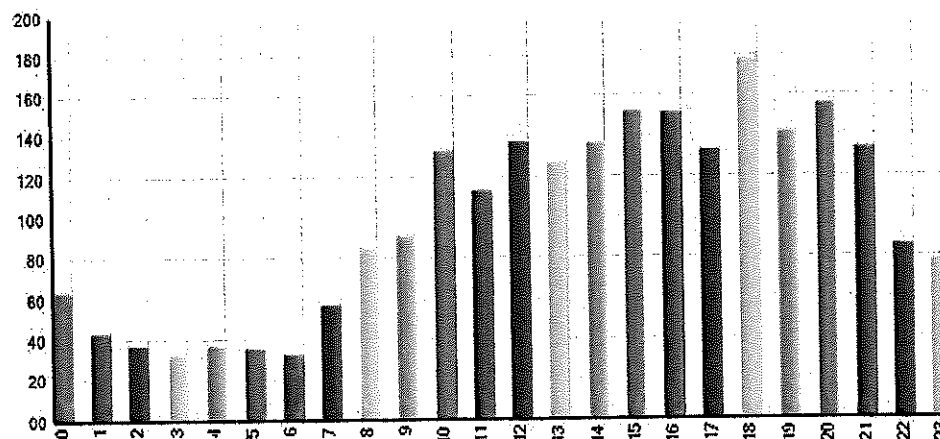
Calls For Service

It is important when looking at crime trends to have an understanding of what is happening in the community. The availability of statistics relating to frequency and time of occurrence is extremely helpful when assessing needs and models of enforcement. According to the statistics from 2018 the day of the week with the highest call volume is Saturday. The day with the lowest volume of calls is Sunday. When looking at time of day 6:00 p.m. is the busiest time of the day in contrast with 3 a.m. and 6 a.m. which show the lowest call volume.

	Day of Week	Frequency
1	Sunday	903
2	Monday	987
3	Tuesday	952
4	Wednesday	929
5	Thursday	962
6	Friday	1011
7	Saturday	1090



Calls for Service by Hour of Day



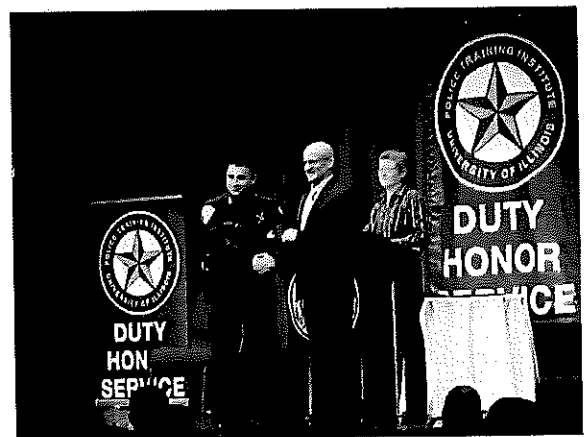
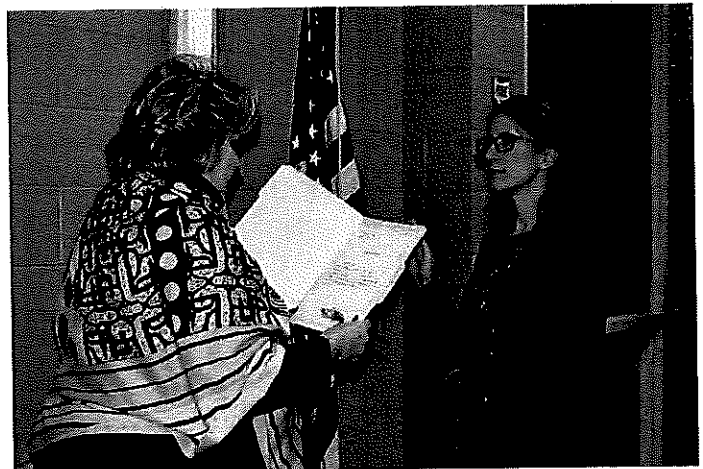
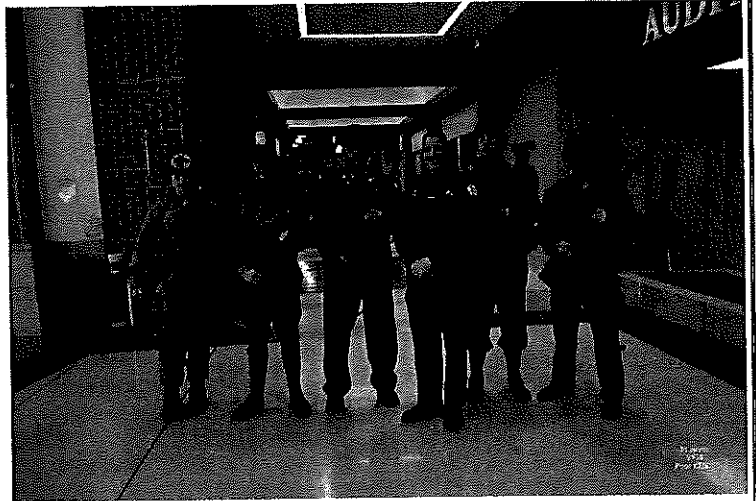
Providing Educational Opportunities for the Public while continuing to help advance Officers through Training.

The Coal City Police Department truly believes in the importance of lifelong learning. The officers within this department are always willing to learn more and to absorb knowledge as it presents itself. The wiliness to learn is not only to be informed of all the issues affecting the law enforcement profession today but to also make a contribution to the Department and Village.

In 2018 the Coal City Police Department again was asked to be part of the Veteran's Day program that took place at the Coal City High School. Officer Kevin Jones spoke at this ceremony, adding his knowledge of History to this important event.

The Police Department added a new Officer in 2018. Officer Kady Sassenger was sworn in as our newest officer in December. Kady will start her training at the Illinois State Police Academy in 2019 and her tentative graduation date is April 18th 2019. Congratulations Kady on your hard-earned accomplishment.

During the Spring of 2018 Officer Casey Roth graduated from the Police Training Institute. Officer Roth received high marks while attending this academy and was top of his class scholastically. Thank you, Officer Roth, on your determination and hard work successfully graduating from this prestigious academy.



Crime Prevention and Reduction

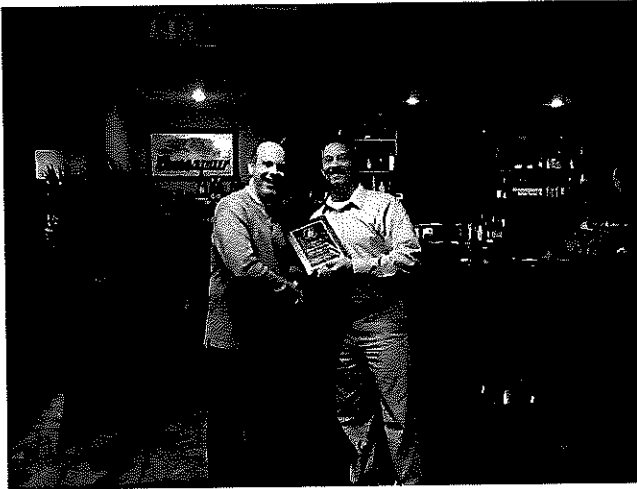
By focusing on Uniform Crime Reporting data, we are able to determine ways to reduce crime within our community. In 2018 we realized a 15 percent increase in our uniform crime statistics. This increase is found in the chart below. This information along with crime mapping data assists our department in focusing on the increases in each category allocating resources where they are most affective in 2019.

Major Comparison for Years 2009 – 2018

Index Crimes

Activity	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Calls for Service	2,440	2,669	3,190	2,616	2,875	2,595	2,833	2,436	2,501	2,393
	-1%	+9%	+19%	-18%	+11%	-10%	+9%	-14%	+4	-5%
Murder	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	2	0	0	2	2	1	1	0
Criminal Sexual Assault	1	1	1	0	0	0	0	0	0	0
Aggravated Assault / Battery	7	5	3	4	5	3	4	4	6	5
Burglary	14	25	13	19	14	9	4	6	6	3
Theft	171	149	130	111	103	69	63	66	21	33
Motor Vehicle Theft	3	0	4	1	1	0	1	0	2	1
Arson	0	1	2	0	2	1	1	0	0	0
Human Trafficking – Commercial Sex	0	0	0	0	0	0	0	0	0	0
Human Trafficking – Involuntary Servitude	0	0	0	0	0	0	0	0	0	0
Total Numbers of Index Crime	196	181	155	135	125	84	75	77	36	42
	+39%	-8%	-14.3%	-13%	-7%	-33%	-11%	+3%	-46%	+15%

Making a Difference.



To the left you see Sergeant Christopher Harseim shaking hands with the President of the Grundy County Law Enforcement Managers Association Chief Shane Casey. Sergeant Harseim has worked tirelessly in this association providing scholarships to those interested in pursuing a career in Law Enforcement. Sergeant Harseim will be the new President of the Grundy County Law Enforcement Manager's Association in 2019. Congratulations Sergeant Harseim and thank you for your contribution to this association.

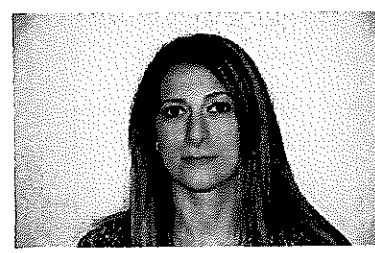
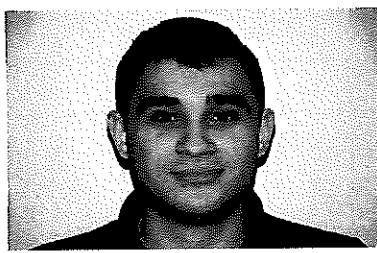
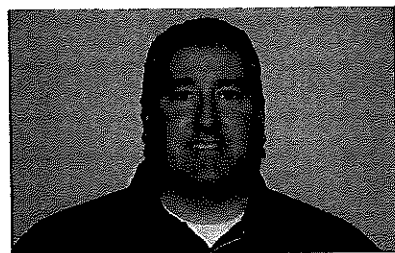
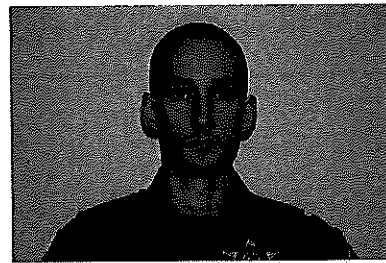
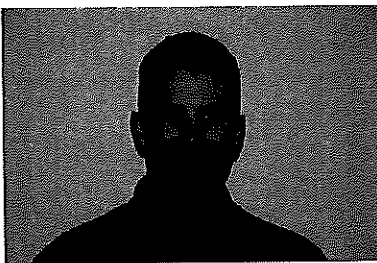
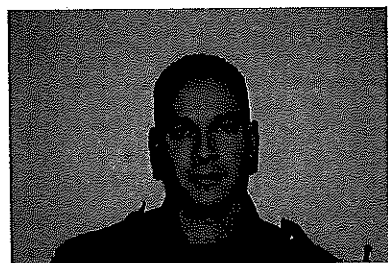
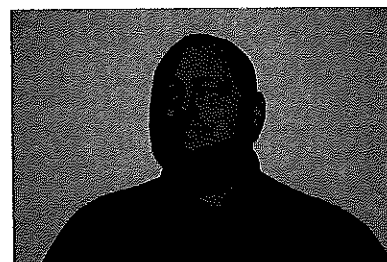
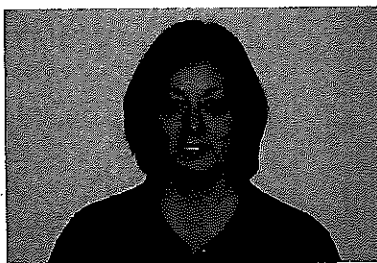
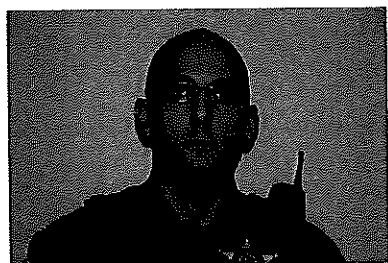
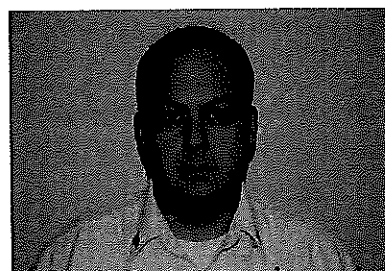
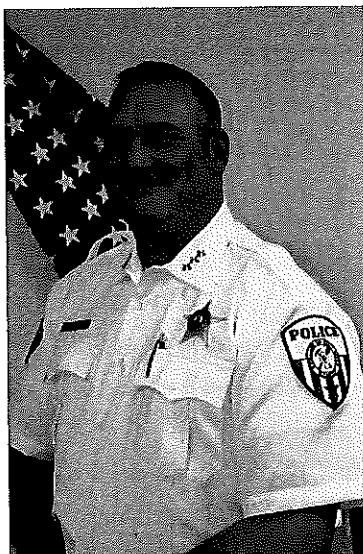
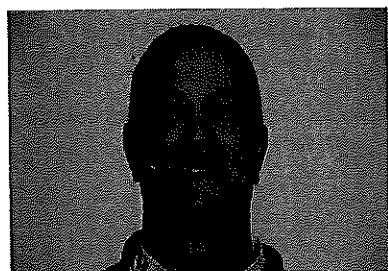


Administrative Assistant Bonnie Wiczorek was also recognized by Chief Shane Casey for being the scribe at the Grundy County Law Enforcement Managers Meetings. Thank you Bonnie, for all that you have done for the G.C.L.E.M.A.



The calling to become a Police Officer is in part inspired by the desire to make a difference within a community you are serving. The Officers and employees of the Coal City Police Department focus on making a positive difference in the lives of people every day.

The Men and Woman of the Coal City Police Department



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 27, 2019

RE: AMENDMENT TO THE LEAF BURNING REGULATIONS

The Village Board has been considering changes to the current code within Chapter 92 related to leaf burning. This matter is one that has drawn many opinions from residents who have been stopping by Village Hall since the Board has begun discussing the issue. Since residents have brought the issue to the Board for consideration, it was discussed at Public Health & Safety Committee Meetings in both December and February. On both occasions, the Trustees in attendance found it difficult to balance the requests of those who were concerned with public health along with those who find the practice necessary for regular maintenance of their property due to its size.

The Ordinance provided for consideration this evening was the result of these committee meetings and attempts to curb the current leaf burning practice within a majority of the Village, which allows leaves to be burned as soon as November 1st each year. In addition to the change in the Ordinance, there is a contractual change being considered that would allow leaves at the curbside to be picked up for an extended period until December 1st. Besides additional time for leaf pickup, the leaf collection totes available for a monthly fee from Waste Management would be available for a decreased fee to allow more residents to participate.

The complimentary changes within the proposed ordinance would then ban leaf burning for an additional 30 days, which is the majority of the time the current practice occurs beginning with November 1st annually. For those larger areas outside of the extended burning prohibition, burning would be extended to allow greater dissipation and dilution of the air resulting from leaf burning. These areas, which include limited large lot residential properties, would be banned between Memorial Day weekend and Labor Day weekend.

The prepared ordinance includes additional restrictions for a majority of the Village and a partnering change to the waste collection policy would promote additional leaf collection through the month of November.

Attached is the preliminary ordinance along with the handouts distributed at the December and February Public Health & Safety Committee Meetings.

Recommendation:

Adopt Ordinance No. ____: Amending the Leaf Burning Portion of the Village Code.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING SECTION 92-43 OF THE VILLAGE CODE TO AMEND
THE VILLAGE'S REGULATIONS CONCERNING THE OPEN BURNING OF LEAVES
AND OTHER LANDSCAPE WASTE**

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 92-43 OF THE VILLAGE CODE TO AMEND
THE VILLAGE'S REGULATIONS CONCERNING THE OPEN BURNING OF LEAVES
AND OTHER LANDSCAPE WASTE**

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

WHEREAS, 65 ILCS 5/11-8-4 authorizes the regulation and prevention of bonfires;

WHEREAS, 65 ILCS 5/11-20-5 authorizes the making of regulations which may be necessary or expedient for the promotion of health;

WHEREAS, the Village has received contrasting input from residents alternately supportive of tightening and relaxing restrictions on the open burning of landscape waste, respectively, based on a variety of competing concerns ranging from public health, to cost and convenience, respectively;

WHEREAS, the Public Health and Safety Committee considered the issue and has recommended that the Village tailor landscape burning regulations on the basis of zoning classification as a means of effectively balancing the competing concerns of residents located in more versus less densely populated areas of the Village;

WHEREAS, the President and Trustees of the Village of Coal City (the "Corporate Authorities") find that residents and businesses with relatively close proximity to neighbors are more likely to experience the negative environmental externalities associated with the burning of landscape waste, including respiratory problems stemming from smoke and airborne particulates, irritation of the eyes, nose and throat, and the aggravation of existing health conditions;

WHEREAS, the Corporate Authorities find that certain zoning classifications within the Village have relatively large minimum lot area requirements set forth in the adopted Zoning Code;

WHEREAS, owners and occupants of lots falling within zoning classifications requiring relatively large lot areas as identified herein have a greater need for a variety of landscape waste disposal options due to their generation of more landscape waste than owners and occupants of smaller lots;

WHEREAS, occupants of lots zoned RS-1 Low-Density Single-Family Residential, I-1 Industrial, I-2 Light Industrial, A Agricultural, and A-R Agricultural-Residential are situated a greater distance from other occupied structures than occupants of lots with smaller minimum lot size requirements, and the owners of such low-density zoning classifications are therefore less likely to cause or experience negative landscape waste burning externalities than occupants of smaller lots;

WHEREAS, the Corporate Authorities find that using zoning classification as a proxy for lot size will ease and improve administration and enforcement of the burning regulations and be more readily comprehensible for the public; and

WHEREAS, the Corporate Authorities find that regulating open burning is necessary for the promotion of health and safety and the protection of the environment and that amending said regulations as set forth herein is in the public interest and in furtherance of the health, safety and welfare.

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

SECTION 1. RECITALS.

That 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. AMENDMENT.

Section 92-43 of the Village of Coal City Code of Ordinances ("Burning of leaves and other yard waste") shall be, and hereby is, amended to read as follows (additions **underlined in bold**, deletions marked with ~~strikethrough~~):

§ 92-43. Burning of leaves and other yard waste.

- A. ~~Except as provided in Subsections B through H K, the terms and provisions of §§ 92-40 through 92-45 shall not apply to the burning of leaves in the Village.~~
- A. **Except as otherwise provided for lots within the zoning classifications specified in subsection 92-43(B), the burning of leaves, grass and brush ("Landscape Waste") is prohibited within the Village limits between April 1 and October 31 November 30 of each year. All burning of Landscape Waste must be in strict conformance with the provisions of Section 92-43 and its subparts.**
- B. **Notwithstanding the restrictions set forth in subsection 92-43(A) for the rest of the Village, the burning of Landscape Waste within Village limits for lots zoned RS-1 Low-Density Single-Family Residential, I-1 Industrial, I-2 Light Industrial, A Agricultural, and A-R Agricultural-Residential, is only prohibited between the Friday immediately preceding the last Monday in May and the Friday immediately following the first Monday in September. All burning of Landscape Waste must be in strict conformance with the provisions of Section 92-43 and its subparts.**
- C. No fires shall be lighted or kindled for the purpose of burning landscape waste between the hours of sunset and sunrise.
- D. The burning of landscape waste is prohibited when the wind is in excess of 10 miles per hour.
- E. Burning landscape waste is prohibited within 25 feet of any building, structure or property line.
- F. All open burning must be supervised by a person of not less than 18 years of age until the fire is extinguished.
- G. A fire extinguisher or garden hose or other water source shall be available at the burning site at all times until the fire is extinguished.
- H. Fires shall be completely extinguished and not allowed to smolder after substantial completion of the combustion.

- I. The burning of any rubbish, leaves, hay, grass, brush, or other materials outside the Village limits is prohibited so long as the smoke from such fire emanates into the Village limits.
- J. Nothing in this section shall be deemed to prohibit the Village, its agents or employees from burning any leaves, hay, grass, brush, or other materials in order to clean, repair or maintain drainage ditches in the Village, or to dispose of organic materials.
- K. Landscape Waste shall be burned only on the lot, as that term is defined in Section 156-3 of the Village Code, on which such Landscape Waste is generated.

SECTION 3. RESOLUTION OF CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

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

SECTION 5. EFFECTIVENESS.

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

SO ORDAINED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

4851-3842-9064, v. 1

Public Health & Safety Committee Meeting, 2/14/19

Residents spoke at a Regular Board Meeting addressing their dissatisfaction with the current leaf burning policy of the Village, which is provided within Section 92 of the Village Code and provided below:

§ 92-40 Burning material in streets restricted.

[Amended 10-22-1997 by Ord. No. 97-25]

No person shall make or kindle any fire in any of the streets, lanes, avenues, alleys, public squares, or grounds of the Village.

§ 92-41 Accumulation of waste and debris prohibited.

[Amended 11-26-1990]

No leaves, grass clippings, trees or other plant growth materials shall be deposited or piled on any streets, public easements or rights-of-way of any streets so as to cause the accumulation of such matter that may lead to the blockage of any public storm drain or outlets.

§ 92-42 (Reserved) [1]

[1]

Editor's Note: Former § 92-42, Burning of garbage prohibited, was repealed 7-27-2016 by Ord. No. 16-16.

§ 92-43 Burning of leaves and other yard waste.

[Amended 4-22-1996 by Ord. No. 96-12; 7-8-1996 by Ord. No. 96-25; 6-13-2005 by Ord. No. 05-24; 10-12-2015 by Ord. No. 15-34]

A.

Except as provided in Subsections **B** through **H**, the terms and provisions of §§ **92-40** through **92-45** shall not apply to the burning of leaves in the Village.

B.

The burning of leaves, grass and brush ("landscape waste") is prohibited within the Village limits between April 1 and October 31 of each year.

C.

No fires shall be lighted or kindled for the purpose of burning landscape waste between the hours of sunset and sunrise.

D.

The burning of landscape waste is prohibited when the wind is in excess of 10 miles per hour.

E.

Burning landscape waste is prohibited within 25 feet of any building, structure or property line.

F.

All open burning must be supervised by a person of not less than 18 years of age until the fire is extinguished.

G.

A fire extinguisher or garden hose or other water source shall be available at the burning site at all times until the fire is extinguished.

H.

Fires shall be completely extinguished and not allowed to smolder after substantial completion of the combustion.

I.

The burning of any rubbish, leaves, hay, grass, brush, or other materials outside the Village limits is prohibited so long as the smoke from such fire emanates into the Village limits.

J.

Nothing in this section shall be deemed to prohibit the Village, its agents or employees from burning any leaves, hay, grass, brush, or other materials in order to clean, repair or maintain drainage ditches in the Village, or to dispose of organic materials.

-
- The Public Health & Safety Committee held a committee meeting to discuss four different options concerning the issue of leaf burning; there was not consensus for any of the four options, i.e. change nothing, eliminate all burning, require new restrictions, or provide some type of inducement to incentivize less burning
 - However, there were some assignments to further evaluate the issue. These included three different additional pieces of information –

What has been the history of the current leaf burning policy within the Village of Coal City?

Ordinance 96-12

4/22/96

Leaf Burning is banned between 3/1 & 10/31 or each year

Ordinance 96-25

7/8/96 Grass is specifically prohibited within the leaf burning prohibition as well

Ordinance 05-24

6/13/05 The Village of Coal City is not prohibited from burning material when materials are collected due to the maintenance of public rights of way and properties

Ordinance 15-34

10/12/15 Greater limitations regarding burning are adopted within ordinance including –

- Time is further limited shortening allowed burning to begin on 4/1 instead of 3/1
- Many qualitative conditions are placed on burning including the fires cannot be during the night, cannot be during wind in excess of 10 mph, cannot be within 25' of boundary or structures, must have a person supervising older than 18, possesses an extinguisher or garden hose, and complete fires cessation must occur without re-ignition or constant smoldering

What if the Village engaged its waste hauler, Waste Management to provide additional services?

- 1.) Waste Management could add another week of collection time on the back end for bagged leaves until 12/1 of each year for another \$1,583 annually.
- 2.) The cost for providing an additional container at every home – this could be done for \$41.00 per container (please recall, the total service liability does not increase because the bags can be picked up now). This would be a one-time capital cost per household and would potentially cost about \$80,000.

What has been the history of calls regarding leaf burning complaints within the community?

The Police Department provided three years of data regarding these requests for service. Both number of calls and P-Tickets issued have been provided for 2016-2018.

<u>Year</u>	<u>Total Calls</u>	<u>P-Tickets Issued</u>
2018	9	3
2017	7	1
2016	12	1

What now?

The total volume of calls throughout the community are minimal regarding this issue. Due to the coverage and word of mouth staff has been getting a lot of input and it fails to provide a consensus as well. For every person who wants burning eliminated, there is another who wishes for the current condition to remain. Some would like more burning and find the current restricted policy to be too limited.

Coal City is currently located outside the non-attainment areas of Chicago and the collar counties, which have air quality beneath the federal standard. The federal government, which has the authority and resources to monitor air quality has deemed the area in which Coal City exists as passing the air quality standards set forth in the federal air quality regulation. Coal City does not possess the resources to regularly monitor the air quality within the community and relies upon the federal regulations when it comes to the minimum air quality standards that are required.

At this point, it seems as though additional monitoring of the annual utilization or leaf burning policy would be advisable. There does not appear to be a majority of residents who on either side of this issue and the capability to allow it remains due to Coal City's geographic location. Staff has already begun informing the necessity for those who notice neighbors who are not following the standard to call and the Police Department can assist. Additional information can be distributed throughout this upcoming year as well.

Leaf Burning Decisions

Option 1

Change Nothing

The current policy allows for limited burning within Village limits; it may only occur between 11/1 and 4/1 between the fall and spring of each year with certain prescribed conditions, e.g. a hose 1 near, may not smolder, etc.

Option 2

Eliminate All Burning

Simply disallow any leaf burning within corporate limits.

- This is the easiest standard to implement; any leaf burning = the code being broken
- Waste Management contract can accommodate this. The craft bags may be picked up between April and December.

Option 3

Require New Restrictions Differentiating Location

In addition to the current limitations on burning another one could be added requiring lesser residential densities from the source of the leaves being burned.

- This would allow low density RS-1 subdivisions such as Prairie Oak Estates or Industrial areas and Public Works the capability to burn leaves
- Must decide if the timing remains the same or if the exclusion during the spring and summer is removed

Option 4

Provide Inducements while burning allowance decreases

The policy is modified to lessen the capability to burn leaves, but the community is provided with certain incentives. These could be:

- Free bags at local retailers such as Berkots and Ace Hardware
- Renegotiation of the WM contract to include a third bin to be picked up with landscape waste
- Setting sunsets in certain portions of the current code, which expire over time

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 27, 2019

RE: APPROVAL OF LED SIGN FOR THE UNITED METHODIST CHURCH

The United Methodist Church filed a petition to replace the existing sign at their Church. All of the existing brick will be reutilized within the sign monument, but the existing changeable letter board would be replaced with an LED signage board. LED signs are not allowed under the Village Code and may only be allowed through a variance procedure. The following limitations were recommended and included as a condition of the recommendation of this sign to the Village Board –

- A. An architectural design will be utilized to achieve an improvement to the signage, which reflects the architecture of the primary structure; and
- B. Static messages will be displayed in single-color graphics. Red and Green will not be utilized for the palette of any messaging on the sign; and
- C. The sign shall have limited hours of operation. The sign may not be illuminated between 9:00pm and 7:00am each overnight period.

No one aside from the petitioners appeared and spoke regarding the requested variance. The matter was considered and recommended with the aforementioned conditions unanimously by the Planning and Zoning Board.

Recommendation:

Adopt Ordinance No. ____: Granting a Variance to Allow the Installation of an LED Sign at the Coal City United Methodist Church.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 19-____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE
RESTRICTIONS FOR ILLUMINATED SIGNAGE FOR A SIGN TO BE
CONSTRUCTED AT THE COAL CITY UNITED METHODIST CHURCH**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

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

ORDINANCE NO. 19-

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE
RESTRICTIONS FOR ILLUMINATED SIGNAGE FOR A SIGN TO BE
CONSTRUCTED AT THE COAL CITY UNITED METHODIST CHURCH**

WHEREAS, The Village of Coal City has adopted a comprehensive zoning ordinance and subdivision ordinance regulating land usage within the Village; and

WHEREAS, the aforesaid Ordinance allows the granting of relief from specific conditions and requirements to owners of property by granting of amendments and variances to certain requirements of the Ordinance; and

WHEREAS, the Coal City United Methodist Church (hereinafter "Petitioner") owns the land commonly referred to as 6805 E. McArdle Road (hereinafter "Property"); and

WHEREAS, Section 154.04 prohibits the placement of signs within a residentially zoned district; and

WHEREAS, Section 154.08 restricts the intensity and flickering of images upon signs; and

WHEREAS, Petitioner seeks a variance from Section 154.04 of the Village of Coal City Zoning Code ("Zoning Code"), to allow the placement of a sign within a residentially zoned property operating with a conditional use permit; and

WHEREAS, Petitioner seeks a variance from Section 154.08 of the Zoning Code, to allow the alteration of the existing sign in order for the petitioner to utilize LED technology; and

WHEREAS, a public hearing was noticed to take place on February 18, 2019 at which time the Coal City Zoning Board of Appeals (ZBA) unanimously recommended the Village Board approve the variances to the Zoning Code; and

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

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

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

Section 2. Findings of Fact. Regarding the need for all of the variations requested by Petitioner, the Board of Trustees find as follows:

- A. **Special Circumstances Relate to the Property Only.** The variance is necessary due to its function being essential to the services provided at this local religious institution including essential public services such as the Food Pantry, which is open to anyone within the general public.
- B. **Unnecessary Hardship.** The restrictions upon illuminated signage result in greater difficulty in providing public information to passersby of this road; communication at this location will be public information due to the nature of the petitioner rather than commercial promotion.
- C. **Preserves Rights Conferred by District.** The variance confers the ability to acquire new technology while maintaining the character of the residential district within which the Methodist Church is located.
- D. **Necessary for Use of Property.** Full utilization of the Coal City Methodist Church requires constant communication to keep the public informed of the services available at the location.
- E. **Minimum Variance Recommended.** The requested variance is the minimum necessary to use and implement this technology. Although technology exists to greatly increase its capacity, the petitioner will comply with the utilization as limited within; these requirements shall make the technology as minimally invasive as possible.

Section 3. Description of the Property. The Property is Lot 5 in the UMC Subdivision to Coal City and commonly referred to as 6805 E. McArdle in Coal City, IL 60416.

Section 4. Public Hearing. A public hearing was advertised on January 30, 2019 in the Coal City Courant and held by the Zoning Board of Appeals on February 18, 2019 where the matter was unanimously recommended for approval of the variances requested.

Section 5. Variances. The variations requested in the January 25, 2019, Variance Application to the Zoning Code, outlined herein, and recommended at the February 18, 2019, Zoning Board of Appeals meeting is hereby granted as follows:

- A. A variance from the restriction of flashing, illuminated signage with the alteration of the signage as provided in Attachment A.

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

- A. An architectural design will be utilized to achieve an improvement to the signage, which reflects the architecture of the primary structure; and
- B. Static messages will be displayed in single-color graphics. Red and Green

will not be utilized for the palate of any messaging on the sign; and

- C. The sign have limited hours of operation. The LED portion of the sign may not be illuminated between 9:00pm and 7:00am each overnight period (which shall not include the backlit title block for the church).

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

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

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

SO ORDAINED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Coal City United Methodist Church

Address: 6805 E. McArdle Road Phone number: 815-634-8670

Owner represented by: Self ☒ Attorney ☐

Contract purchaser ☐ Other agent ☐

Agents name ☐ Phone number: ☐

Address: ☐

Existing zoning: ☐ Use of surrounding properties: North Uninc. South RS-2

East Uninc. West Uninc.

What zoning change or **variance: (specify)** To provide a variance from the signage code,

Section 154-8 and replace the existing institutional information sign with a modern
LED message board.

To allow what use ☐

Tax number of subject property: 06-34-426-010

Common address of property: 6805 E. McArdle

Parcel dimensions: 504.74x801.84x172.48x140x310x ^{800.44} Lot area (sq. ft.) 360,600'

Street frontage 800'

Legal description Lot 5 in Coal City UMC Subdivision. Being a subdivision in part of the
Southeast 1/4 of section 34, Township 33 North, Range 8 East of the third principal
parcel meridian, according to the plat thereof

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.

Christopher Kent, 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 25th day of January, 2019.
OFFICIAL SEAL
CARYNE ROBILOTTA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/19/2020
Notary Public (Seal) Caryne Robilotta Signature of Owner Christopher Kent

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

Please note the number of pages attached, 1

FOR OFFICE USE ONLY

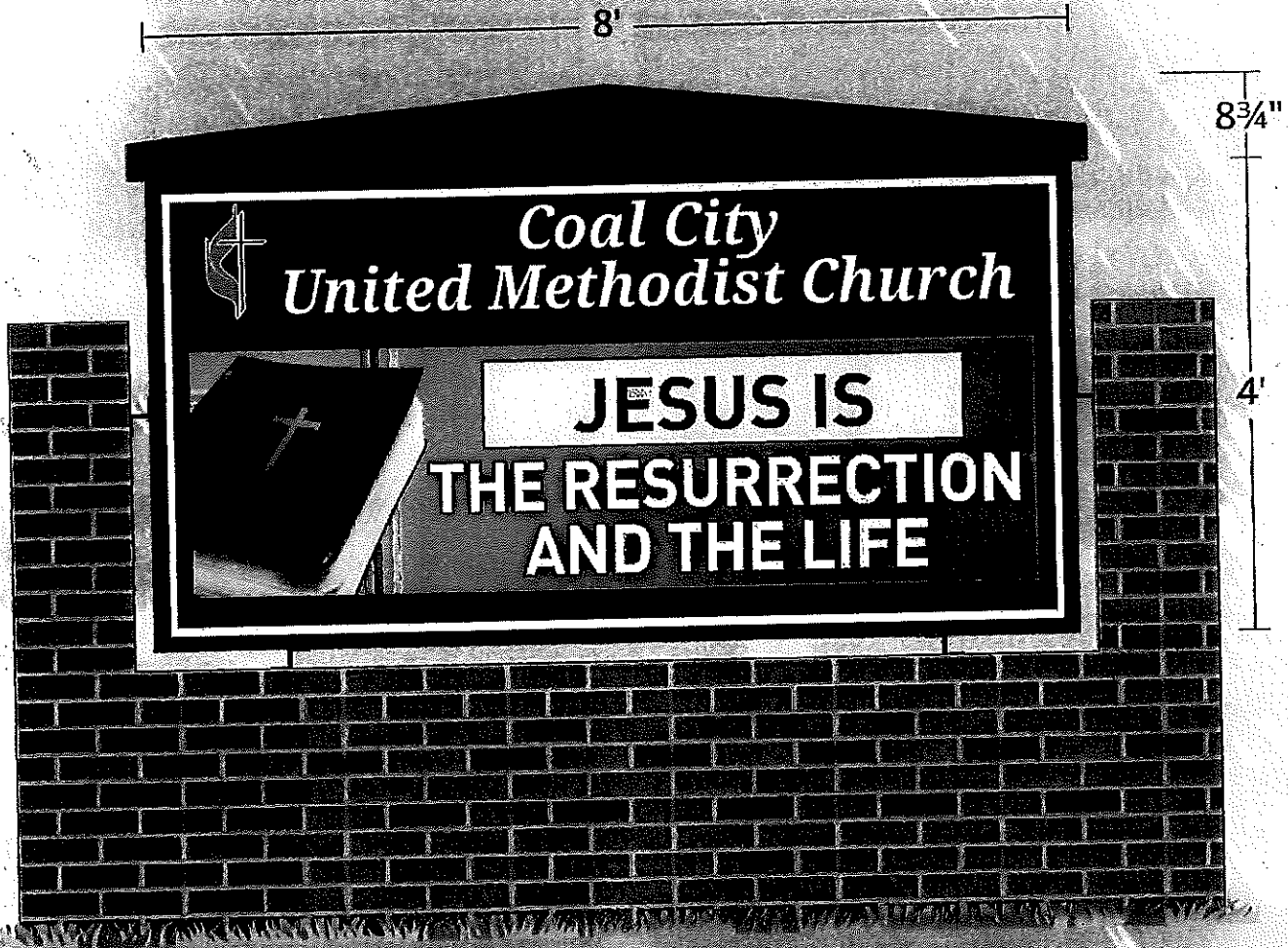
Case number	<u>ZA-303</u>	Location of hearing
Filing date	<u>Jan. 25, 2019</u>	Village Hall
Hearing date	<u>Feb. 18, 2019</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	



Endorsed Supplier for
THE UNITED METHODIST CHURCH



TEKSTAR COLOR 10mm 64x224
Cabinet Size: 4'x8'
REMOTE USB



Stewart Signs
AN EBSCO COMPANY

ORIGINAL DESIGN DO NOT DUPLICATE

PH. 1-800-237-3928 FAX 1-800-485-4280

5/8"=1' Sk: 927539-3 Cust. 1160238
1/22/2019 F/cSimpson PROPOSAL

Header Vinyl: DARK BROWN3630-59 Text Color: WHITE
Paint: DARK BROWN Draft: WHITE

GRAPHICS DISCLAIMER: This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Brickwork and masonry are not included in the proposal; Cornerstone products are an exception. Measurements shown are approximations; final product dimensions may vary. LED Images shown are simulated to replicate optimum viewing distance. Your sign was designed for an illuminated graphic. Sketches are based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance.

Approved as shown:

Sign _____

Date _____

Approved with listed changes:

Sign _____

Date _____

LED CAPABILITIES: 1 to 8 Rows, 2.8" to 25.2" characters.
This sign can display video clips, animations and static images, with access to an extensive graphics library.



Powered by
SignCommand
signcommand.com



Energy Verifier

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Christopher Kent, being first duly sworn on oath, deposes and states as follows, to wit: Coal City, United Methodist Church

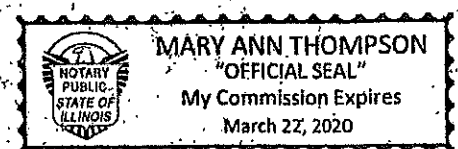
1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 303, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:
See attached

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

Christopher Kent
Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me,
this 11th day of February, 2019.

Mary Ann Thompson
Notary Public



John Kloski
440 N. Mary St.
Coal City, IL 60416

Orville & Marlene Miller
275 W. Fourth St.
Coal City, IL 60416

Dan Greggain
250 W. Fourth St.
Coal City, IL 60416

Edmund & Lois Berta
225 W. Fourth St.
Coal City, IL 60416

Ken & Colleen Miller
190 W. Fourth St.
Coal City, IL 60416

Vicki Eaton
385 N. Mary St.
Coal City, IL 60416

Orville Miller
275 W. Fourth St.
Coal City, IL 60416

Gary Unger
255 W. Fourth St.
Coal City, IL 60416

Edmund & Lois Berta
255 W. Fourth St.
Coal City, IL 60416

Robert & Gloria Zerboglio
195 W. Fourth St.
Coal City, IL 60416

Keith McLuckie
6865 E. McArdle Road
Coal City, IL 60416

Patricia Sayers
6895 E. McArdle Rd.
Coal City, IL 60416

Roberta Gubelman
120 W. Fourth St.
Coal City, IL 60416

Ruth Hollis
18092 Stratford Circle
Villa Park, CA 92861

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 27, 2019

RE: APPROVAL OF CONDITIONAL USE FOR A DRIVE THRU AT CVS

CVS has been operating the drive-thru on the north side of its retail location since it took over the pharmacy from Doc's Drugs. Although this has been the means of operation for many years, it was never officially allowed by the Village via the requisite conditional use. Recently, a zoning determination was requested for the property and the Village issued a determination the Drive-thru could be eliminated due to safety concerns at a time of the Village's choosing. Thus, representatives of the property are requesting the proper conditional use to allow the operation of a drive-thru. There were multiple layouts considered during the consideration of this requested conditional use.

The petitioner arrived at Option C which requires the Village's current sidewalk to be relocated and certain improvements along the north side of the existing building to accommodate the utilization of this area for a drive-thru. The required improvements were requested as a condition of the conditional use and resulting variance. The new design will still operate a reverse drive thru, but the elimination of additional parallel parking spot on the south side of Church Street and enforcing a defined entrance and exit to use the drive thru facilities will provide a much needed improvement. In addition, to the improvements within the right of way, a license for use of the right of way (which requires an annual payment of \$180 per year for the lifetime of the business) is required so the reverse drive thru may be eliminated if the current use of the building ceases. Aside from the conditional use related to the drive thru, the findings of fact have been prepared to include a variance regarding the stacking for vehicles utilizing the permitted use.

This matter had been discussed at multiple meetings. The original public hearing date of February 4th was extended until the last meeting of February 18th to allow all options to be considered (one of them considered adding improvements to the north side of Church Street, but the unrelated property owner chose not to participate). At the last meeting of the Planning & Zoning Board, the Conditional Use with Variance was unanimously recommended for adoption with only the petitioner in attendance to speak at the public hearing. The layout is planned for construction during the S. Broadway reconstruction and will be added to the Village's annual road construction plan should the Board approve the final prepared ordinance.

Recommendation:

Adopt Ordinance No. ____: Granting a Conditional Use along with requisite Variance for the Operation of a Drive Thru at 245 S. Broadway.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE AND CONDITIONAL USE TO
OPERATE A DRIVE-IN ESTABLISHMENT AT 245 S. BROADWAY IN THE VILLAGE
OF COAL CITY AND AUTHORIZING ENTRY INTO AN ENCROACHMENT
LICENSE AGREEMENT TO PERMIT THE USE OF A PORTION OF THE CHURCH
STREET RIGHT-OF-WAY FOR DRIVE-THROUGH PHARMACY PURPOSES**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DAN 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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIANCE AND CONDITIONAL USE TO OPERATE A DRIVE-IN ESTABLISHMENT AT 245 S. BROADWAY IN THE VILLAGE OF COAL CITY AND AUTHORIZING ENTRY INTO AN ENCROACHMENT LICENSE AGREEMENT TO PERMIT THE USE OF A PORTION OF THE CHURCH STREET RIGHT-OF-WAY FOR DRIVE-THROUGH PHARMACY PURPOSES

WHEREAS, an application for a conditional use according to Section 156.93 of the Village of Coal City Zoning Code ("Zoning Code") was filed by DRX, Ltd. represented by Peter Fleming ("applicant") on January 14, 2019 for the operation of a drive-in establishment, which is a pharmacy with drive-up facilities within a C-4 zoned property; and

WHEREAS, a public hearing regarding the conditional use consideration was held on February 4, 2019 and extended until the Board's next Meeting of February 18, 2019; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on February 18, 2019 to consider passage of the variance and conditional use request to the Board of Trustees; and

WHEREAS, Section 156.230 permits the Village Board to approve certain uses on a conditional basis 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 conditional uses, subject to and contingent upon fulfillment of the conditions herein enumerated; and

WHEREAS, applicant's proposed use requires continued and expanded use of the public Church Street right-of-way immediately adjacent to and north of the proposed use in order to operate a drive-through window, drive-through lane for private motor vehicle access, and to install striped pedestrian crosswalks, a raised island barrier, brick pavers, parking, landscaping, and signage, all as set forth more particularly in the attached "Encroachment License Agreement" affixed hereto as Attachment B; and

WHEREAS, the Village has authority to regulate the use of its streets, sidewalks and property pursuant to 65 ILCS 5/11-80-2; and

WHEREAS, the Village may encourage private development in order to enhance the local tax base, and to enter into contractual agreements for the purpose of achieving such objectives; and

WHEREAS, the Village is desirous of promoting economic development within the Village by facilitating the continued use and operation of a drive-through pharmacy in connection with the operation of a commercial convenience-and-drug store facility; and

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

WHEREAS, the Village Board hereby finds and determines that the portion of the Church Street right-of-way subject to the encroachment license agreement is not necessary or required for public use at the present time and that entering into the agreement authorized herein will not impair the public health, safety, and welfare.

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 regarding the Conditional Use to Operate a Drive-in Establishment:

- A. **Traffic.** The new drive through facility design would minimize the adverse effects the current pattern that is largely unregulated along the north side of the existing business.
- B. **Environmental Nuisance.** The new design for drive-through facilities would realign the pedestrian path and improve drainage within the Village right-of-way to properly connect the business structure with available storm water conveyance infrastructure.
- C. **Neighborhood Character.** Maintaining the utilization of this drive thru allows the property to maintain its downtown commercial location and the value of the building in which the pharmacy has operated for many years.

- D. **Public Services and Facilities.** Alteration of the existing drive thru is timely due to a large reconstruction project planned to take place over the next construction season; the changes planned to coordinate incoming and outgoing traffic flow with the adjacent street is best designed and constructed simultaneously with this large construction project.
- E. **Public Health and Safety.** The new drive thru improvements will increase the safety of patrons who interact with the facility by providing greater regulation to the entrance and exit of the drive thru as well as defining the space for pedestrians who wish to travel along the south side of Church Street.
- F. **Other Factors.** The Pharmacy has proven its capability to safely operate a drive thru facility along the north side of the building since its first year of operation, which began in 2001. The alterations to be provided shall increase the safety of the operation of this facility..

Section 3. Findings of Fact. The Board of Trustees find as follows regarding the Variance necessary for the operation of a drive-thru:

- A. **Special Circumstances Not Found Elsewhere.** The business has run utilizing a drive thru within the considered area for nearly 18 years within any issues and desires to preserve the capability to continue utilizing the same space and activity.
- B. **Not Resulting From Applicant Action.** The applicant had not built the structure or initiated utilizing the space on the north side of the building as a drive thru and wishes to simply continue using the space in the same manner prior to the petition being filed.
- C. **Preserves Rights Conferred by the District.** Drive Thrus are allowed according to the code within this district and has successfully been utilized for many years prior to submission of the petition to ensure the utilization of this space may continue.
- D. **Necessary for Use of the Property.** The clientele of the business has come to expect the utilization of a drive thru at this business. The drive thru shall accommodate approximately 3 vehicles which has served the business well in the past.
- E. **Consistency with the Local Area and Comprehensive Plan.** This property has harmoniously operated such activity in the past and shall do so within a better planned land use

Section 4. Description of the Property. The property is located at 245 South Broadway in the Village of Coal City within a C-4 District.

Section 5. Public Hearings. A public hearing concerning the consideration of a conditional use was advertised on January 16, 2019 in the Coal City Courant and held by the Planning and Zoning Board on February 4, 2019 at which time the Public Hearing was extended until February 18, 2019 at which time a majority of the Planning and Zoning Board members recommended passage of the Conditional Use and Variance to the Board of Trustees.

Section 6. Conditional Use. The conditional use requested in the January 14, 2019 Conditional Use petition is granted in conjunction with Section 156.93 is hereby granted to allow the operation of a drive-in establishment within a C-4 commercially-zoned district as set forth within the drive-thru facility design.

Section 7. Variance. A variance regarding the requirement to operate a drive-in establishment, which requires five stacking locations for vehicles utilizing the facility shall allow for a design that shall accommodate three vehicles as set forth within the drive-thru facility design.

Section 8. Conditions. The conditional use granted herein is contingent and subject to the following conditions:

- A. The facility shall be built according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearings of February 4 and February 18, 2019.
- B. The final land use plan must improve the right of way adjacent to the north side of the pharmacy in the manner prescribed in Attachment A including the signage called forth within the plan.
- C. The petitioner shall cause Novogroder _____, LLC to enter into a license agreement with the Village for the use of a portion of Village-owned Church Street property for drive-through pharmacy purposes, in substantially the form that follows substantially as the agreement set forth in Attachment B to this Ordinance.

Section 9. Authorization for Entry Into Encroachment License Agreement. The Village President is hereby authorized and directed to execute and deliver on behalf of the Village the Encroachment License Agreement and any exhibits thereto in substantially the form cumulatively attached hereto as Attachment B and the Village Clerk is hereby authorized and directed to attest to and seal said Agreement for and on behalf of the Village. The Village President, Clerk, Administrator, and Attorney are hereby authorized and directed to take such additional action and execute such documents as are reasonably necessary to effect the authority herein granted.

Section 10. 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 11. 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.

**AN ORDINANCE GRANTING A VARIANCE AND CONDITIONAL USE TO OPERATE A DRIVE-IN
ESTABLISHMENT AT 245 S. BROADWAY IN THE VILLAGE OF COAL CITY**

Section 11.12. 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:

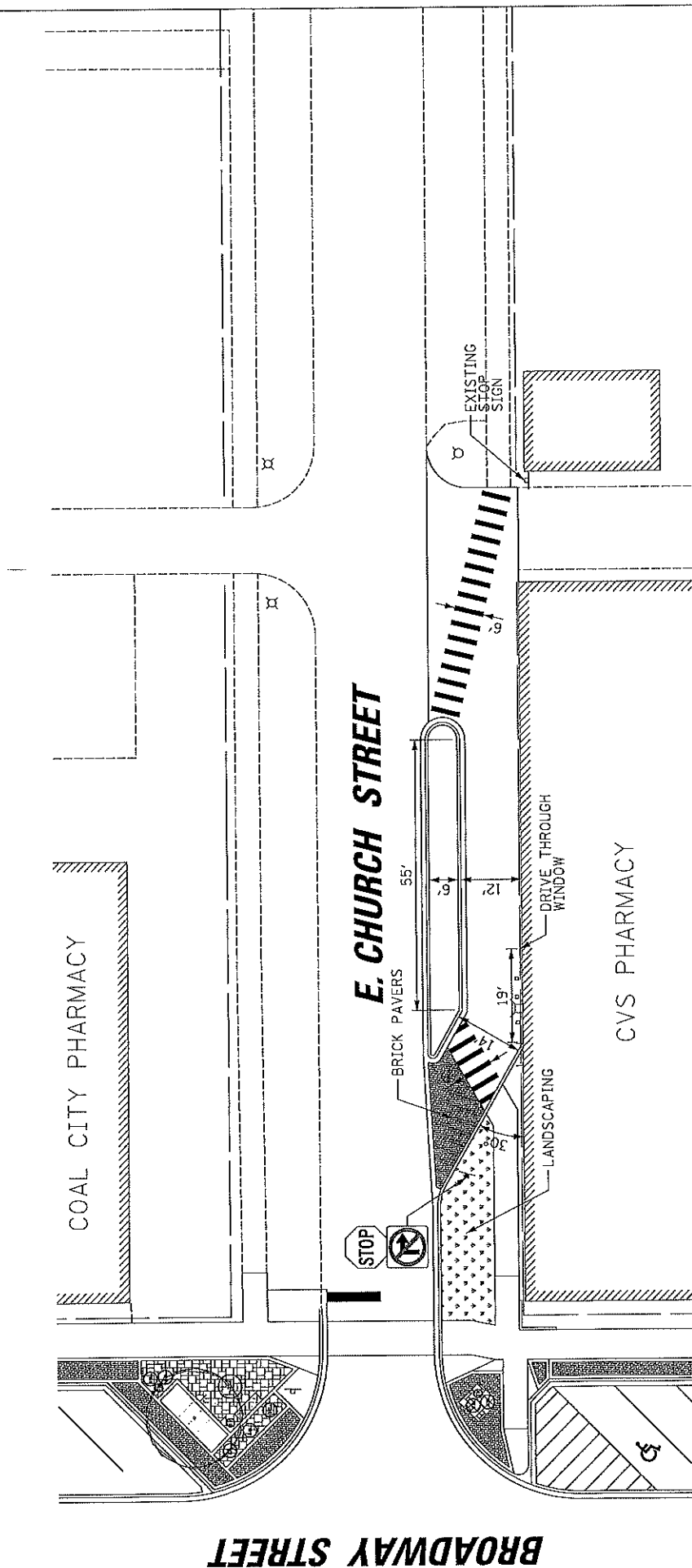
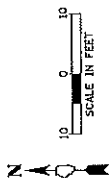
ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk



CHURCH STREET IMPROVEMENTS

***AFTER RECORDING
RETURN TO:***

Mark R. Heinle, Esq.
ANCEL, GLINK, DIAMOND,
BUSH, DICIANNI &
KRAFTHFER, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

ENCROACHMENT LICENSE AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

NOVOGRODER _____ LLC

ENCROACHMENT LICENSE AGREEMENT

This **ENCROACHMENT LICENSE AGREEMENT**, inclusive of Exhibits (cumulatively, the “**Agreement**”) is made and entered into as of the ____ day of March, 2019 by and between the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois (“**Licensor**”), and Novogroder ____ LLC, an Illinois limited liability company (“**Licensee**”) with offices located at 875 N. Michigan Avenue, Suite 3612, Chicago, IL 60611. Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Licensor is an Illinois municipal corporation located in Grundy and Will Counties, Illinois, is organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois; and

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

WHEREAS, Licensee owns and occupies the property commonly known as 245 S. Broadway Street, Coal City, Illinois, which is legally described and depicted on the survey attached hereto and by this reference incorporated herein as **Exhibit A** (hereinafter “**Licensee’s Property**”) and operates a CVS Pharmacy thereon; and

WHEREAS, Licensor owns the Church Street right-of-way immediately adjacent to and north of Licensee’s Property (hereinafter “**Licensor’s Property**”); and

WHEREAS, Licensee has requested permission to continue and place, respectively, certain encroachments and otherwise use or encroach on an approximately 18’ x 150’ portion of Licensor’s Property depicted on **Exhibit B** (hereinafter “**Encroachment Area**”) for a drive-through window, drive-through lane for private motor vehicle access to said drive-through window, striped pedestrian crosswalks for public use, a raised island barrier, brick pavers, parking, landscaping, and signage, all as depicted as “Church Street Improvements” on **Exhibit B** (such improvements and purposes shall be known as “**Licensee’s Encroachment**”); and

WHEREAS, Licensor has authority to regulate the use of its streets, sidewalks and property pursuant to 65 ILCS 5/11-80-2, and, pursuant to the laws of the State of Illinois to encourage private development in order to enhance the local tax base, and to enter into contractual agreements for the purpose of achieving such objectives; and

WHEREAS, Licensor is desirous of promoting economic development within the Village of Coal City by facilitating the continued use and operation of the below-described commercial facility; and

WHEREAS, Licensor has determined that the Encroachment Area is not necessary or required for public use at the present time, except as set forth herein and that Licensee's Encroachment into the Encroachment Area will not adversely impact the public's use of Licensor's Property or impair the public health, safety, and welfare; and

WHEREAS, Licensee and Licensor desire to consent and agree to Licensee's Encroachment, subject to the terms and conditions hereinafter provided.

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

WHEREAS, Licensee has applied to Licensor for conditional use zoning approval ("**Zoning Approval**") to improve the Encroachment Area and operate its drive-through thereupon in conformance with the plans receiving final Zoning Approval from the Village of Coal City; and

WHEREAS, the Corporate Authorities have found and determined that the Agreement is necessary and appropriate for the continued commercial operation of the Property in its current form and also in the best interest of the Village of Coal City and is in accord with valid public purposes; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village of Coal City for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Licensee; and

WHEREAS, this Agreement has been submitted to Licensee for review and consideration and the Licensee has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Licensee; and

WHEREAS, the Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement are absolute and unconditional, except where specifically provided to the contrary herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties hereby agree as follows:

1. Incorporation. The foregoing Recitals are the findings of the Parties, accurate and incorporated into this Section 1 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.

2. Effective Date. This Agreement becomes effective on the date that both Licensor and Licensee have executed this Agreement ("**Effective Date**").

3. Grant of License. To the extent of its authority, Licensor does hereby grant to Licensee, a nonexclusive and revocable license for the benefit of Licensee's Property to encroach upon and to occupy and use that portion of Licensor's Property known as the Encroachment Area

in the manner set forth herein, subject to all rights and interests of third parties, including, without limitation, any leases, use rights, easements, liens, utility facilities, or other encumbrances. Licensor makes no warranty regarding Licensee's right to use the Encroachment Area except as regards to the interest of Licensor. Except as otherwise expressly provided herein, the Licensee's Encroachment shall comply with all applicable provisions of the Village of Coal City Municipal Code, as amended, all Village of Coal City rules and regulations, as amended, and all applicable Illinois and federal laws, as amended.

4. Limitations. The license granted by this Agreement shall be limited to the use by Licensee of the Encroachment Area for the purpose of constructing, operating, maintaining, repairing, and replacing thereon Licensee's Encroachment in strict accordance with the plans, drawings, and specifications receiving Zoning Approval and any related permits (cumulatively, "**Licensee's Approved Encroachment Plans**"). Other than Licensee's Approved Encroachment Plans, Licensee may not make any alterations to the Encroachment Area or permanently affix anything to the Encroachment Area without Licensor's express written consent.

5. Term. The rights herein granted are personal to Licensee. As such, the license shall commence on the Effective Date and shall continue until the earliest to occur of: (i) a sale, transfer, lease or other disposition of Licensee's Property, (ii) a change in use of Licensee's Property or a change in the use of the drive-through window for non-pharmacy purposes; (iii) cessation of drive-through operations and/or business operations at Licensee's Property for a continuous three-month period; or (iv) Licensee's termination hereof at any time for any reason. Licensee agrees that this grant of license to encroach is revocable by Licensor at any time and is given solely as a matter of convenience and shall not otherwise entitle Licensee to any expectation or rights in the Encroachment Area or Licensor's Property.

6. Compensation. Beginning as of the Effective Date, Licensee shall pay to and upon the order of Licensor, without demand, as compensation for use of the Encroachment Area, at the office of the Licensor, compensation in the amount of \$180.00 per year, with said compensation to be due and payable on the Effective Date and, thereafter, on or before each anniversary of the Effective Date during the term of the License as prospective payment for the rights herein granted. In the event of early termination by either Party for any reason or no reason, the Parties agree that the annual payment shall not be pro-rated or otherwise refundable to Licensee.

7. Real Estate Taxes. Licensee agrees to be responsible for all real estate taxes due on the Encroachment Area, if any.

8. As-Is. Licensee accepts the Encroachment Area in its condition as of the Effective Date of this Agreement.

9. Indemnification. Licensee assumes all liability and shall defend, indemnify, hold harmless and compensate Licensor, its elected and appointed officials, officers, employees, contractors, volunteers, and agents (collectively and hereinafter, the "**Licensor Parties**") for any injury or damage to person or property, including Licensor's Property or any of the Licensor

Parties, occasioned by or arising in connection with the use or occupancy of the Encroachment Area by Licensee, or the existence, condition, or operation of Licensee's Encroachment, and Licensee further agrees to indemnify, defend and save harmless the Licensor Parties against any claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, removal and removal and remediation) which may be brought against any of the Licensor Parties arising out, relating to, involving, or based upon this Agreement, any rights or interests granted by this Agreement, Licensee's construction of improvements, occupation and use of the Encroachment Area, the condition of the Encroachment Area, or any act or omission of Licensee, Licensee's employees, agents, contractors, assigns, guests, customers, or invitees, or any independent contractor (collectively and hereinafter, the "**Licensee Parties**") acting on Licensee's behalf, and any claim or expenses incurred by Licensor in enforcing the terms and provisions of this Agreement. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Licensor Party by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Licensor Party.

10. Risk of Loss. All personal property, including fixtures, equipment or materials placed on or within the Encroachment Area by Licensee Parties, will be at the risk of Licensee only, and no Licensor Parties will be liable for any damage thereto or theft thereof.

11. Insurance. Prior to the Effective Date, Licensee shall procure and deliver evidence of such policies to the Licensor, at Licensee's cost and expense, and shall maintain in full force and effect throughout this Agreement's term, a commercial general liability insurance policy or policies in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage covering the Encroachment Area and naming the Village of Coal City, together with its officers, agents, employees, contractors, and attorneys as additional primary, non-contributory named insureds. Notwithstanding the foregoing, Licensor shall have the right to increase the amount of insurance required hereunder from time to time to reflect changing market conditions or industry standards. All such policies shall be in such form and issued by such companies as shall be acceptable to Licensor, and any insurance carried by Licensor for like risks shall be secondary and in excess of the insurance required hereby. All policies shall be written on a "per occurrence" basis. The Licensee shall procure and maintain insurance for protection from claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of real or personal property including loss of use resulting therefrom, occasioned by or arising in connection with the use or occupancy of the Encroachment Area by Licensee Parties, Licensee's construction of improvements, the existence or condition of Licensee's Encroachment, or any act or omission of Licensee Parties. Licensee's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled, reduced, or modified without thirty (30) days prior written notice (hand delivered or certified mail) to Licensor. Licensee shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Licensee to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for revocation of this Agreement, in addition to all other remedies available at law or in equity. Failure of the Licensor to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

12. Limitations on Use. Licensee's Encroachment shall be constructed, operated, and maintained in strict conformance with plans and specifications approved by Licensors. Licensee shall obtain and maintain, at Licensee's sole cost, all necessary permits, licenses, and authorizations for the construction, operation, and removal of Licensee's Encroachment in the Encroachment Area prior to conducting any such work.

13. Maintenance/Restoration. Licensee shall maintain Licensee's Encroachment in good repair and shall maintain the Encroachment Area in a clean and sightly manner, free of obstructions and debris, and in full compliance with the Village of Coal City Municipal Code. Upon demand from Licensors, Licensee shall immediately correct any defect or remove any debris, improvements, or appurtenances from the Encroachment Area which, in the sole determination of Licensors, presents an unsightly, unsafe, or noncompliant condition. Provided, however, nothing contained herein shall impose upon Licensors any duty or obligation to maintain the Encroachment Area or to effect any repairs on Licensee's Encroachment. Licensors shall have the right to enter upon the Encroachment Area and to remove or otherwise render safe Licensee's Encroachment or the Encroachment Area when, in the sole determination of the Licensors, such action is necessary to protect the public health, welfare or safety. Licensee shall remain responsible for all expenses incurred by the Licensors in effecting said repairs or removing debris, improvements, or appurtenances from the Encroachment Area as provided herein. Licensee shall, upon completion of any work within the Encroachment Area, promptly restore the Encroachment Area and any adjacent areas of Licensors's Property impacted thereby or otherwise required by Licensors to the same or better condition than that which existed prior to the beginning of any work.

14. Rights Personal to Licensee. The rights herein granted are personal to Licensee and the provisions and conditions of this License shall not bind or inure to the benefit of the successors and assigns of Licensee, and shall not run with the title of Licensee's Property. Licensee may not sell, assign, transfer, or hypothecate this Agreement or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors. No transfer or assignment by Licensee in violation of the provisions hereof shall be valid or enforceable. Notwithstanding anything herein to the contrary, Licensors hereby approves, and no prior consent shall be required in connection with the right of Licensee to assign its rights, duties and obligations under this Agreement to any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986 (a "Licensee Affiliate"), as amended.

15. Termination. This Agreement may be terminated by either party as follows:

- a. In addition to and not in limitation of Licensors's right to terminate for failure to provide evidence of insurance as required pursuant to this Agreement, Licensors may terminate this Agreement upon thirty (30) days notice if it determines that Licensee's Encroachment is not properly maintained or operated; or the existence of this Agreement or Licensee's Encroachment including, without limitation, Licensee's operation of the same, presents a danger to the public's health, safety, or welfare; or if Licensee's Encroachment is determined by Licensors, in Licensors's sole discretion, to interfere with or potentially interfere with Licensors's use or potential use of Licensors's Property or the Encroachment Area at present or in the

future; or in the event of a sale, transfer, lease or other disposition of Licensee's Property; a change in use of Licensee's Property or a change in the use of the drive-through window for non-pharmacy purposes; cessation of drive-through operations and/or business operations at Licensee's Property for a continuous three-month period; or Licensee ceases using the Encroachment Area for Licensee's Encroachment.

- b. Licensee may terminate this Agreement upon thirty (30) days notice provided such termination shall not be effective until Licensee's Encroachment is removed and the Encroachment Area restored as provided herein.

16. Surrender. In the event of termination, Licensee will at once surrender and deliver up the Encroachment Area. Licensee shall, at its sole cost and expense, cause the removal of Licensee's Encroachment and any other additions and improvements, and shall return the Encroachment Area to substantially the same, or better, condition as of the Effective Date of this Agreement. The Parties acknowledge and understand Licensor's issuance of any permit or authorization to construct or build any improvement in the Encroachment Area shall not and does not guarantee that such improvement may remain in the future, and Licensor expressly reserves the right to remove or demand the removal of any improvement located in the Encroachment Area. In the event Licensee fails to cause such removal within thirty (30) days of notice of termination, Licensor shall have the right to enter upon the Encroachment Area and remove Licensee's Encroachment. All costs of said removal as provided herein shall be borne by Licensee and shall be paid to Licensor upon demand. The Parties further understand and agree that in the event of termination, Licensee shall additionally remove or otherwise cover its drive-up window in a manner reasonably acceptable to and approved by Licensor.

17. Temporary Relocation. Licensee, upon thirty (30) days notice from Licensor, shall temporarily move or relocate Licensee's Encroachment to permit work or other activity within the Encroachment Area or Licensor's Property. Licensee assumes all risk in the placement of Licensee's Encroachment and shall be responsible for removal or relocation of Licensee's Encroachment in the event that Licensor or any entity acting with Licensor's permission, including, without limitation, any utility, requires access to perform work within the Encroachment Area.

18. Permanent Relocation. Licensee, upon thirty (30) days notice from Licensor, shall permanently move or relocate Licensee's Encroachment to permit work or other activity within the Encroachment Area for permanent changes to the Encroachment Area or Licensor's Property as determined suitable by the Village of Coal City. Licensee assumes all risk in the placement of Licensee's Encroachment and shall be responsible for removal or relocation of Licensee's Encroachment in the event that Licensor or any entity acting with Licensor's permission, including, without limitation, any utility, requires access to perform work within the Encroachment Area.

19. Miscellaneous.

- A. This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter contemplated hereunder, and all prior or contemporaneous agreements, understandings, representations and warranties are deemed merged into this Agreement. This Agreement may only be amended or modified by a written instrument signed by both Parties to this Agreement.
- B. Licensee shall be responsible for payment of Licensor's reasonable attorneys' fees and costs associated with the preparation, administration, and enforcement of any aspect of this Agreement unless there is a finding in Licensee's favor rendered by a court of competent jurisdiction or unless the Licensor voluntarily dismisses any legal claim.
- C. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be in the Circuit Court for the Thirteenth Judicial Circuit, Grundy County, Illinois.
- D. Notice: Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid to the persons and addresses indicated below or to such addresses and persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection.

For the Licensor:

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

With a copy to:

Mark R. Heinle
Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

For the Licensee:

Novogroder _____ LLC
c/or Registered Agent
Carl Russo
875 N. Michigan Avenue, Suite 3612
Chicago, IL 60611

With a copy to:

Greg A. Bouwer
Koransky, Bouwer & Poracky, P.C.

425 Joliet Street, Suite 425
Dyer, IN 46311

- E. This Agreement shall be recorded in the Office of the Grundy County Recorder.
- F. This Agreement may be executed in any number of counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute but one (1) Agreement.
- G. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.
- H. The captions at the beginning of the paragraphs are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- I. The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
- J. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.
- K. Each Party acknowledges that its legal counsel participated in the preparation and drafting of this Agreement, and that each has been or has had the opportunity to be represented by counsel of its own choice throughout all negotiations which preceded the execution of this Agreement, and that they have executed this Agreement with the consent and upon the advice of said counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any addenda, amendments or exhibits thereto to favor any party against the other.
- L. 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.
- M. The Parties will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of any Party to exercise at any time any right granted to it will not be deemed or construed to be a waiver of that right, nor will the failure void or affect any Government's right to enforce that right or any other right.

- N. Exhibits A and B attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- O. Licensor hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary Village of Coal City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Licensor, enforceable in accordance with its terms.
- P. Licensee hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Licensee, enforceable in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR/VILLAGE OF COAL CITY

By: _____
Terry Halliday
Village President

Attest:

By: _____
Pamela Noffsinger
Village Clerk

State of Illinois)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terry Halliday, personally known to me to be the Village President of the Village of Coal City, and Pamela Noffsinger, personally known to me to be the Village Clerk for the Village of Coal City, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the Village President and Village Clerk of the Village of Coal City pursuant to authority granted to them by the Village Board of the Village of Coal City.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

LICENSEE/NOVOGRODER _____, LLC

By: _____

[Print Name]: _____

[Title]: _____

Attest:

By: _____

[Print Name]: _____

[Title]: _____

State of Illinois)
) ss
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____ and _____
appeared before me this day in person and acknowledged that they signed this instrument
in their respective capacities as the Licensee's authorized agents.

Given under my hand and official seal this _____ day of _____,
20__.

(seal)

Notary Public

EXHIBIT A

LICENSEE'S PROPERTY

(ALTA Survey attached)

EXHIBIT B

**ENCROACHMENT AREA & LICENSEE'S ENCROACHMENT
IMPROVEMENTS**

(attached)

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: DRX LTD (Doc's Drugs LTD)

Address: 245 S. Broadway Phone number: 847 501 0657

Owner represented by: Self ☒ Attorney ☐

Contract purchaser ☐ Other agent ☐

Agents name Peter Fleming Phone number: 815 941-0207

Address: 519 Franklin St - Suite 102 Morris IL 60450

Existing zoning: C-4 Downtown Commercial Use of surrounding properties: North C-4 South C-4

East RS 3 West RS 3

What zoning change or variance: (specify) Conditional Permitted
Use for Drive Thru

To allow what use _____

Tax number of subject property: 09-02-106-020

Common address of property: 245 S Broadway

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

Street frontage 176 Ft Broadway 150 ft Church

Legal description _____

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.

JEFFREY HARAN, 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 4 day of Dec, 2018.

OFFICIAL SEAL LORTQUIGLEY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 05/18/21	<u>[Signature]</u> Signature of Owner
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You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached, 1

FOR OFFICE USE ONLY

Case number ZA-302
Filing date 1-14-19
Hearing date 2-4-19
Filing fee \$ 100.00
Hearing time 7pm

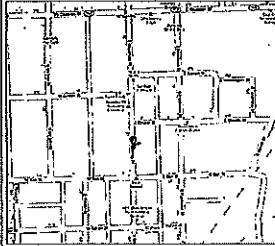
Location of hearing
Village Hall
515 South Broadway
Coal City, Illinois

ALTA/ACSM LAND TITLE SURVEY

MORRISON SURVEYING CO., INC.
600 Michael Drive, Morris, Illinois 60450-3000
Phone (815) 842-2820 FAX (815) 841-2820



LOT 1, 2 AND 3 AND THE NORTH 20 FEET OF LOT 4 IN BLOCK 13 OF ASSESSOR'S ADDITION TO THE VILLAGE OF COAL CITY, ALSO DESCRIBED AS FOLLOWS: COMMENCING 692 FEET SOUTH OF THE SOUTHEAST CORNER OF THE INTERSECTION OF BROADWAY AND DIVISION STREET IN COAL CITY, THENCE EAST 150 FEET, THENCE SOUTH 170 FEET, THENCE WEST 150 FEET, THENCE NORTH 170 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.



The undersigned, being a registered surveyor of the State of Illinois certifies to FREDERICK BANK, AS SUCCESSOR TRUSTEE TO FORTNA NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 2/6/80 AND KNOWN AS TRUST NO. 8889-80, FIRST MORTGAGE BANK, its successors and assigns, VENDOR PRICE P.C., CHICAGO TITLE INSURANCE COMPANY, and their successors and assigns, that:

1. This map or plot and the survey on which it is based were made in accordance with "Minimum Standards Detail Requirements for ALTA/ACSM Land Title Survey" jointly established and adopted by the American Land Title Association (ALTA) and the National Association of Professional Surveyors (NAPS) in 2005 and includes items 1 through 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 13, 14, 18 and 19, of which, of said 19 items, pursuant to the Accuracy Standards as adopted by ALTA and NAPS and in effect on the date of this certification, the undersigned further certifies that, in my professional opinion, as a land surveyor registered in the State of Illinois the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

2. The survey and the property description set forth herein was prepared by me, a registered land surveyor in the State of Illinois. The survey was made on the ground on March 12, 2010 by an actual transit-rod survey and correctly shows the area of the subject property, the location and type of all buildings, parking areas (including number and type of spaces), structures and other improvements situated on the subject property, the distance from the improvements to exterior property lines, and any other matters situated on the subject property line.

3. There are no visible encumbrances or rights of way of which the undersigned has been advised.

4. Except as shown on the survey, there are no visible above ground encumbrances by the improvements on the subject property upon adjoining properties.

5. The location of each easement, dedication, right of way line, license, servitude, and other matter (above or below ground) affecting the subject property and listed on the title insurance commitment dated February 16, 2010, issued by Chicago Title Insurance Company with respect to the subject property, or of which the undersigned has knowledge, has been shown on the survey, together with appropriate recording references, to the extent that such matters can be located, and, to the extent such matters cannot be located, we have made reference to such fact in the notes to the survey. The property shown on the survey is the property described in but the commitment. The location of all improvements on the subject property is in accord with minimum setback provisions and restrictions of record referenced in such title commitment or imposed by Grundy County, Illinois.

6. The subject property has access to and from a duly dedicated and accepted public street or highway and the route of and distance to such street or highway is shown on the survey together with the applicable recording information for the dedication of such street or highway.

7. The subject property does not serve and adjoin property for drainage, utilities, or ingress or egress, and, except as shown on the survey, none of the utilities serving the subject property enter the subject property from an adjoining property other than through an easement meeting Grundy County, Illinois, as the grantees. The direction of flow points and ingress and egress of all utility lines are as shown on the survey.

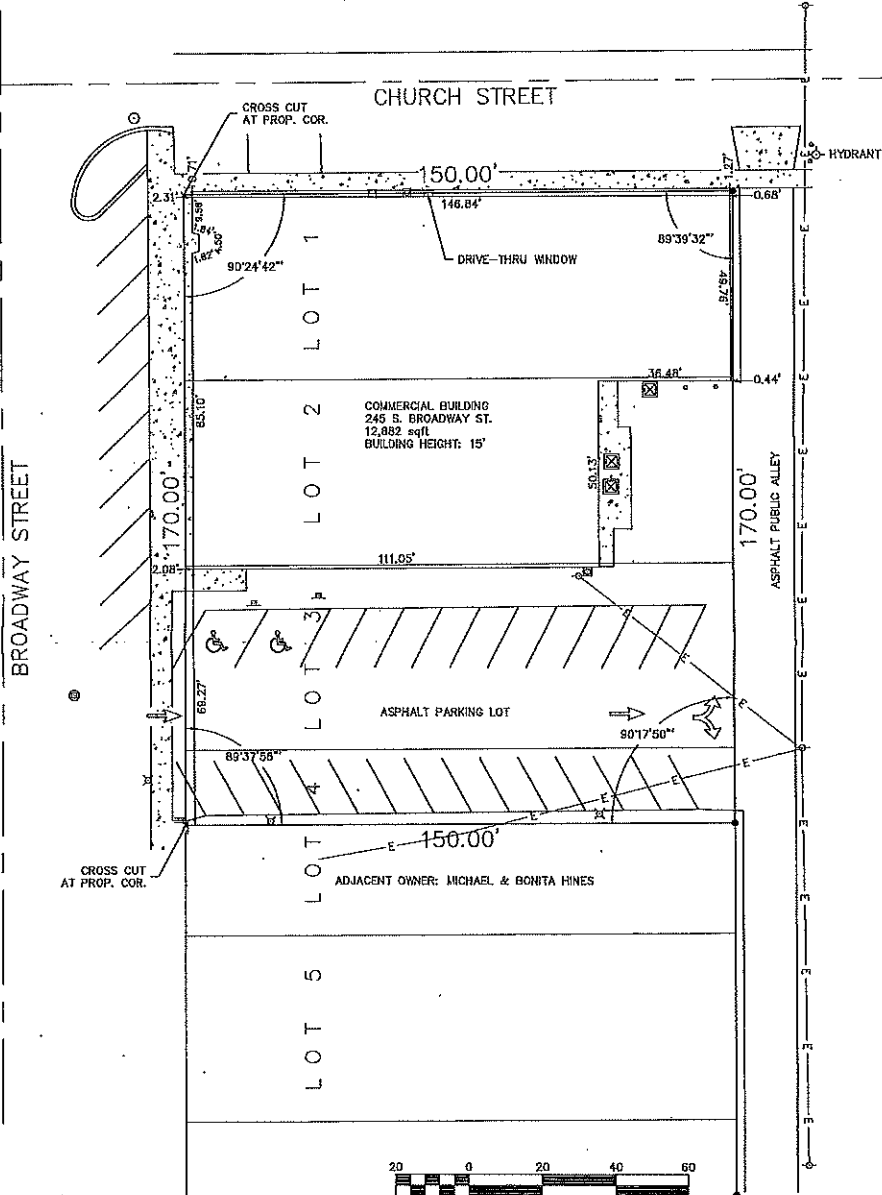
8. The record description of the subject property forms a mathematically closed figure. The property constitutes one contiguous parcel without gaps or gaps.

9. The legal description contained on the survey is the same property as insured on title commitment no. 856068041 issued by Chicago Title Insurance Company.

10. The survey correctly identifies and delineates any portion of the property that lies within an area designated as a flood hazard area, 100-Year Flood Plain or flood prone area under the Flood Disaster Protection Act of 1973 or in Zones A, AI-30, AH, AO, A99, V1-30 or V2 as designated on the Flood Insurance Rate Map, as reflected by Flood Insurance Rate Map Panel #170255B, dated 8/27/85, which such map panel covers the area in which the property is situated.

11. The parties listed above are entitled to rely on the survey and this certificate as being true and correct.

Registration No. 035-00735
Dated: 5/3/10



SURVEYOR'S NOTES:

1. PROPERTY IS ZONED C-4, AND ACCORDING TO THE COAL CITY ZONING CODE THERE ARE NO SETBACK OR HEIGHT REQUIREMENTS ON PROPERTY ZONED C-4. MAXIMUM FLOOR AREA RATIO FOR PROPERTY ZONED C-4 IS 3.0. ACCORDING TO RICHARD MALONE, BUILDING AND ZONING OFFICIAL AT THE VILLAGE HALL IN COAL CITY, THE BUILDING IS "NON-CONFORMING", BUT HAS BEEN "GRANDFATHERED IN" AND IS NOT CURRENTLY IN VIOLATION DUE TO THIS STATUS. HE CAN BE REACHED AT 815-634-8508.
2. ON-SITE PARKING CONSISTS OF 23 STANDARD PARKING STALLS AND 2 HANDICAPPED PARKING STALLS.
3. AS OF 3/12/10, THERE WAS NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, BUILDING ADDITIONS WITHIN RECENT MONTHS, ALONG WITH NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SLUMP, OR SANITARY LANDFILL.
4. PROPERTY IS 25,600 sqft, OR 0.585 ACRES.



LEGEND	
○ MANHOLE	✕ STREET LIGHT
□ GAS METER	▯ SIGN
⚡ POWER POLE	● BOLLARD
☒ AIR CONDITIONER	— OVERHEAD ELECTRIC
□ ELEC METER	— E
⊙ STORM INLET	— CONCRETE
● IRON PIPE	—



UPWAD
APPROVEMENTS LOCATED:
ORDERED BY: DOC'S DRUGS
SCALE: 1" = 20' ORDER NO. 3303

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 27, 2019

RE: AMENDMENT TO THE WASTE MANAGEMENT CONTRACT

The Waste Management Government Affairs Representative provided additional costs to provide greater flexibility for Coal City residents to process their leaf pickup in a manner slightly more convenient and extend the time service for pickup is allotted. There are two policy enhancements to the current pickup for which Coal City has been provided pricing. The legal amendatory language to the current contract shall be prepared if the Village Board would like any of the items provided.

Extension of the Current leaf pickup

Currently, the leaf pickup is available at curbside via brown craft bags until the last Tuesday in November; this period at which residents may dispose of leaves at the curbside may be extended to include one additional pickup in December for a cost of \$1,583 annually. This cost would be billed separately by Waste Management for the curbside pickup extension.

Cart Option for each resident

Currently, each resident has the capability of ordering landscaping waste cart directly from Waste Management. Such service provides a third type of refuse cart for Coal City residents, which is billed and paid directly through the waste hauler Waste Management. The billing for this optional service could be internalized within the Village's utility billing program saving additional monthly cost for Coal City residents. By assuming this service within the Village's billing practices, residents receive a break on the cost of the monthly rate changing from a \$4 per month charge downward to a \$3 per month rate. This service remains optional; only those who wish to pay for and utilize a third landscaping waste cart would order one and be billed for it each month. Right now, 172 households possess this service directly with Waste Management. Based upon the conversations with Waste Management, the Village may expect about 130-150 more units to be requested.

Taking advantage of this service allows one to dispose of the leaf and landscaping debris without attempting to get the waste stream within the smaller and less durable craft bags. The Public Health & safety Committee recommended the consideration of both of these contract enhancements in order to provide an incentive to lessen burning within residential areas in addition to the recommended zoning code changes.

January 15, 2019

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

SUBJECT: Village of Coal City
Elevated Tank Demolition
Pay Request #1 & Final

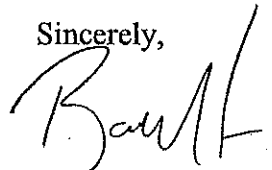
Dear Mayor Halliday:

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

Contract Amount:	\$	25,650.00
Allowance Items	\$	4,383.50
Completed Amount:	\$	30,033.50
Previous Payments:	\$	0.00
0% Retention	\$	0.00
	\$	<u>30,033.50</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$30,033.50 be made to Iseler Demolition, Inc.

Sincerely,



Ryan Hansen, P.E.

REH/hp

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DEAN A. CHALKEY, C.F.M. • DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S.
TIMOTHY R. HEJNY, P.E. • CASEY J. MCCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.



Iser Demolition, Inc.

Scott & John

Specializing in Water Tower Demolition

Kelley Phone/Fax: (989) 428-4210
Email: kphilips@iserdemolition.com
Main Office Phone: (989) 338-8986
3800 Stoddard Rd., Kinde, MI 48445

TO: Village of Coal City
515 S. Broadway
Coal City, IL 60416
ryanhansen@chamlin.com

FROM: Iser Demolition, Inc.

3800 Stoddard Rd.,
Kinde, MI 48445
989-428-4210

Please remit payment to: Iser Demolition Inc., 3800 Stoddard Rd, Kinde, MI 48445, Attn: Kelley Phillips

CONTRACTOR APPLICATION FOR PAYMENT

Project/PON# 18065 INVOICE # 18065
Subcontract # PERIOD FROM: 8/6/2018
LOCATION: TO: 8/6/2018
Bloomington, IL

Allowance Line Items

Number	Date Approved	Amount	Description	
1		\$ 2,207.50	Flagger Costs	
2		\$ 633.00	Insurance	
3		\$ 1,350.00	RR Permits	
4		\$ 193.00	Training	
5		\$ -		
Total		\$ 4,383.50		

The undersigned subcontractor certifies that to the best of his knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by firm for work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

ORIGINAL CONTRACT SUM \$ 25,650.00
Allowance Line Items \$ 4,383.50
CONTRACT SUM TO DATE \$ 30,033.50
TOTAL COMPLETED & STORED TO DATE \$ 30,033.50

RETAINAGE \$

TOTAL EARNED/LESS RETAINAGE \$ 30,033.50

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$

CURRENT PAYMENT DUE \$ 30,033.50

CONTRACTOR: Iser Demolition, Inc.

By: Kelley Phillips/Financial Director

Date: 1/1/2019

**Village of Coal City
Existing Elevated Tank Demolition (09837.00)**

March 22, 2018 at 10:00 a.m.

BID TABULATION

ENGINEER'S ESTIMATE: N/A

CONTRACTOR	TOTAL BID	BID SECURITY	QUALIFICATION STATEMENT	RESPONSIBLE BIDDER CERTIFICATION	ACKNOWLEDGE ADDENDUM 1
Alliance Concrete Sawing & Drilling East Dundee, IL	No Bid				
Allstate Tower Henderson, KY	\$55,657.00	Bid Bond	Yes	Yes	Yes
American Demolition Corp. Elgin, IL	No Bid				
D Construction Coal City, IL	\$95,000.00	Bid Bond	Yes	Yes	Yes
Deneen, Inc. Hinsdale, IL	No Bid				
Iseler Demolition, Inc. Port Hope, MI	\$25,650.00	Bid Bond	Yes	Yes	Yes
Stott Contracting LLC Morris, IL	No Bid				
T.R.B. Associates, Inc. Springfield, IL 62702	\$103,000.00	Bid Bond	Yes	Yes	Yes

Certified Payroll Report

Contractor Iseler Demolition Inc.
3800 Stoddard Rd.
Kinde, MI 48445
Tax ID 38-3005425

Project Coal City IL

Project/Contract #
Payroll Number 1
For Project on: 8/6/2018

Employee Name	ID	Work Classification	Pay Type	Hours Worked by Day							Sat	Timesheet Hours	Paid Hours	Pay Rate	Gross Pay	Job Pay	Base			Total Gross Pay	Social Security	Medicare	Federal Tax	State Tax	Total Deduct	Net Pay
				Sun	Mon	Tue	Wed	Thu	Fri								Fringe Rate	Total Fringe								
Adam F Orshoski	1898	Laborer	RT	5	6	7	8	9	10	11			8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.12	7.51	50.00	22.01	0.00	111.64	406.34
John W Phillips	2453	Laborer	OT				8.00						2.75	64.08												
		Foreman	OT				8.00						8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.11	7.51	7.00	22.01	0.00	58.63	449.35
Joseph F Gaertner III	7478	Laborer	RT				8.00						8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.11	7.51	50.00	22.01	0.00	111.63	406.35
Joshua M Storey	1842	Laborer	RT				8.00						8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.12	7.51	50.00	22.01	0.00	111.64	406.34
Philip C Fastenau	3508	Laborer	OT				2.75						2.75	64.08												
		Laborer	OT				8.00						8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.11	7.51	50.00	22.01	0.00	111.63	406.35
Terry C Miller	2946	Laborer	RT				8.00						8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.11	7.51	30.00	22.01	0.00	91.63	426.35
		Laborer	OT				2.75						2.75	64.08												
Travis J Bender	1668	Laborer	RT				8.00						8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.11	7.51	50.00	22.01	0.00	111.63	406.35
		Laborer	OT				2.75						2.75	64.08												
Zachary Jock	0742	Laborer	RT				8.00						8.00	42.72	517.98	517.98	2.70	32.74	517.98	32.12	7.51	50.00	22.01	0.00	111.84	406.34
		Laborer	OT				2.75						2.75	64.08												

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. for a utility complaint. Upon arrival police observed a brass water pipe was broke and spraying water in the backyard. Police contacted the home owner and police contacted the 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 party to be intoxicated and wanted police to remove him from the residence. Police stated they will not remove her husband and that he can only leave voluntarily. Police were able to resolve this incident when the male agreed to have a friend pick him up 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