



8. Authorize Mayor Halliday to Enter into a Preliminary Agreement with Surf Broadband Solutions

9. Report of Mayor

10. Report of Trustees:

- S. Beach
- T. Bradley
- D. Spesia
- D. Greggain
- R. Bradley
- D. Togliatti

11. Report of Village Clerk

12. Report of Village Attorney

13. Report of Village Engineer

14. Report of Chief of Police

15. Report of Village Administrator

16. Adjourn

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

Members of the public can participate in four ways:

1. Attend the meeting at the Village Hall, which will be open to the public for the meeting with appropriate social distancing safeguards in place.
2. Leave a voicemail comment in advance of the meeting by calling 815-634-8608. The prerecorded comment will be played during the virtual meeting up to a maximum of 3-minutes. The deadline to submit this voice mail is 12:00 p.m. on Tuesday, January 12, 2021.
3. Send an email to [pnoffsinger@coalcity-il.gov](mailto:pnoffsinger@coalcity-il.gov). These emailed comments will be read by the Village Clerk up to a maximum of 3-minutes. The deadline to submit this is 12:00 p.m. on Tuesday, January 12, 2021.
4. Participation in the meeting remotely via *Zoom* video conference. Space is limited and citizens must indicate they intend to participate in this manner by notifying the Village Clerk by 12:00 p.m. on Tuesday, January 12, 2021 and indicate whether they intend to participate in public comments. Participants will receive a maximum of 3 minutes for public comment at the meeting.

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

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 27, 2021

**RE: VARIANCES FOR THE PLACEMENT OF AUTO PARTS RETAILER AT  
FORMER COAL CITY NAPA AUTO PARTS**

The Planning & Zoning Board held a public hearing to hear public comment regarding a parcel consolidation that is intended to combine 3 different parcels along with a portion of alley in the area that was formerly the Coal City NAPA Auto Parts. There was one neighboring property owner who asked a question regarding the project as well as the petitioners who spoke at the public hearing.

The variances are due to the location of the building on the lot. Since these parcels are located within the Core Area and must abide by the Core Area Commercial Design Guidelines the building should carry the width of the property (such as other buildings located on S. Broadway). In addition, there should be a 25' rear yard setback next to any adjacent residential districts. The planned garbage dumpster pad will be surrounded and comply with the design guidelines, but it is closer than what is required for the structure from the rear lot line. Lastly, even with the consolidation of two existing lots and the vacation of the village's alley, the lot width will likely be close to 178', which is less than the required 200' for this C-3 zoned area. This consideration would recognize that a non-conformity would be created and approved upon approval of the land use plan.

All of those members present for the Zoning Board of Appeals public hearing voted in favor of recommending the adoption of the variances contained within the prepared ordinance. The petitioner has been preparing to close on the property once it is assured the necessary variances have been provided and the Village provides a development agreement to provide an incentive to construct a brick structure rather than construct another metal building to replace the existing structure on the property. The portion of vacated alley will not be provide to the Board for action until the development company has acquired the properties required within the development agreement. That action will trail behind the actions contemplated for this evening's meeting.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting Variances to the Village's Zoning Code to Allow for the Development of a Retail Location at 850 E. Division.



COAL CITY ZONING APPLICATION

Will be combining 850 & 860 E Division St parcels

850: Robert & Nanette Lagrange

Owners name or beneficiary of land trust: 860: Gerald L Szepelek

Address: 850 & 860 E Division St Phone number: Owner's representative: 815-228-488

Owner represented by: Self  Attorney

Contract purchaser LS Development LLC Other agent \_\_\_\_\_

Agents name LS Development LLC Phone number: 903 271-0469

Address: 17311 Dallas Pkwy, Ste 220, Dallas, TX 75248

Existing zoning: C-3, C-3 Use of surrounding properties: North RS-2, C-3 South RS-2 & C-5

East C-3 West C-3

What zoning change or variance: (specify) Variance for the Building & Dumpster enclosure encroaching into the required rear setbacks. Variance for the width of lot not meeting the requirement.

To allow what use Building & Dumpster enclosure placement within required setback. Width of lot to be 178'

Tax number of subject property: 06-35-461-015 & 06-35-461-009

Common address of property: 850 & 860 E Division St

Parcel dimensions: 178' wide X 181' deep Lot area (sq. ft.) +/- 32,235 SF

Street frontage 178' on E Division St

Legal description 850: Village of Eileen LTS 11 & 12 BLK 18 SEC 35-33-8

860: Village of Eileen LTS 20 & 21 BLK 18 SEC 35-33-8

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.

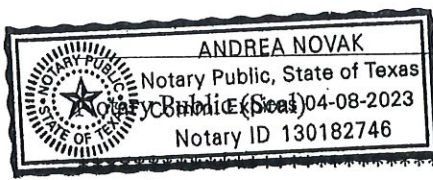
\*\*\*\*\*

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.

Jordan Amyx, being first duly sworn, on oath deposes and says,  
Applicant's Name

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

Subscribed and sworn before me on this 16 day of December, 20 20.



Andrea Novak

Signature of Owner

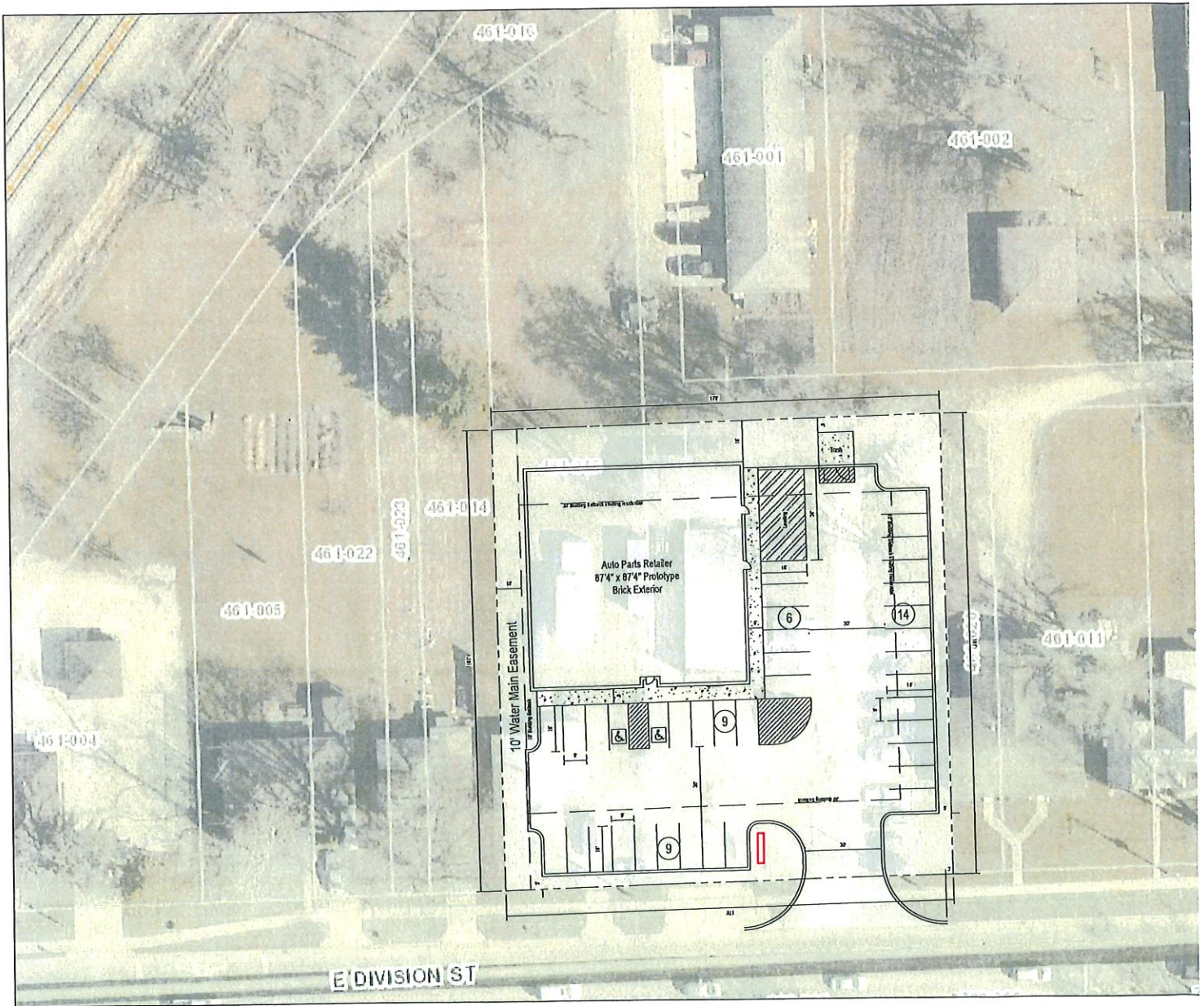
You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached. \_\_\_\_\_

**FOR OFFICE USE ONLY**

Case number	<u>2A-325</u>	Location of hearing	
Filing date	<u>12-16-20</u>	Village Hall	
Hearing date	<u>1/18/21</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7 pm</u>		





# Concept Plan

---

**THE VILLAGE OF COAL CITY**

GRUNDY & WILL COUNTIES, ILLINOIS

---

ORDINANCE  
NUMBER 21-\_\_\_\_

---

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE  
RESTRICTIONS FOR SETBACK REQUIREMENTS AND RELIEF FROM THE CORE  
AREA COMMERCIAL DESIGN GUIDELINES AT THE 850 E. DIVISION RETAIL  
(O'REILLY AUTO PARTS) REDEVELOPMENT**

---

TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH  
ROSS BRADLEY  
TIM BRADLEY  
DAN GREGGAIN  
DAVID SPESIA  
DAVID TOGLIATTI  
Village Trustees



**ORDINANCE NO. 21-**

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE  
RESTRICTIONS FOR SETBACK REQUIREMENTS AND RELIEF FROM THE CORE  
AREA COMMERCIAL DESIGN GUIDELINES AT THE 850 E. DIVISION RETAIL  
(O'REILLY AUTO PARTS) REDEVELOPMENT**

**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 6S Development, LLC (hereinafter "Petitioner") acted as authorized agents for the portions of land commonly referred to as 850 and 860 E. Division (hereinafter "Property"); and

**WHEREAS**, Section 156.92 provides for certain setbacks for commercial structure located adjacent to residential districts as well as a minimum lot frontage for properties located within the C-3 commercially zoned district; and

**WHEREAS**, the Core Area Commercial Design Guidelines have been incorporated within the Village Zoning Code and provide for certain building design and project land use requirements; and

**WHEREAS**, Petitioner seeks a variance from Section 156.92 of the Village of Coal City Zoning Code ("Zoning Code"), to allow rear yard setbacks adjacent to residential properties no less than 5 total feet and to vary from the total frontage requirement by approximately 12 feet in length; and

**WHEREAS**, Petitioner seeks a variance from the Core Area Commercial Design Guidelines to construct a building allowing side yards rather than stretch completely between the entire width of the property; and

**WHEREAS**, a public hearing was noticed to take place on January 18, 2021 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 Not Found Elsewhere.** This property was previously zoned C-3 commercial by the Village of Coal City despite the lots of record to be assembled failing to possess proper lot width.
- B. **Unnecessary Hardship.** Assembling as much land necessary to cater to the needs of a national franchise tenant has created a higher value redevelopment; this variance removes the unnecessary hardship that would result from buying additional land in order to comply with all required setbacks.
- C. **Preserves Rights conferred by the District.** The activity the petitioner requests, i.e. an auto parts supply retailer, is a permitted use within C-3 district in which this property is located.
- D. **Necessary for Use of the Property.** The parcel assemblage will lessen the deficiency of the total lot frontage and is necessary for the redevelopment of the lot to continue its retail utilization.
- E. **Consistency with the Local Area and Comprehensive Plan.** Allowing this non-conforming property to be utilized in this manner will allow the property to be redeveloped and utilized for a commercial purpose for which this district had been provided with appropriate zoning.
- F. **Minimum Variance Recommended.** The petitioner has submitted a land use plan that shall improve the property with a retail structure that is fully compliant in appearance according to the standards provided within the Core Area Commercial Design Guidelines.

**Section 3. Description of the Property.** The Property is a consolidation of two addresses commonly referred to as 850 E. Division and 860 E. Division along with a portion of Village alley to be vacated, which lies between parcels with parcel identification numbers (PIN#) of 06-35-461-015 and 06-35-461-009 for the entire length of the western side of PIN# 06-35-461-009 in Coal City, IL 60416.

**Section 4. Public Hearing.** A public hearing was advertised on December 30, 2020 in the Coal City Courant and held by the Zoning Board of Appeals on January 18, 2021 where the matter was unanimously recommended for approval of the variances requested.



**Section 5. Variances.** The variations requested in the December 16, 2020, Variance Application to the Zoning Code, outlined herein, and recommended at the January 18, 2021, Zoning Board of Appeals meeting is hereby granted as follows:

- A. A variance from the rear yard setback requirement shall allow for the principle structure and the garbage dumpster location to provide no less than 5 feet from the northern boundary of the property.
- B. A variance from the total lot width of the final consolidated property shall require no more than 30 feet from the required 200 feet of total width for the property resulting in a total length expected to exceed 170 feet, but less than 200 feet.
- C. A variance from the Core Area Design Guidelines, which requires building to be built across the entirety of a property due to anticipated side yards, which provide an easement for the Village's water main on the west side of the property along with offstreet parking to the east of the principle structure.

**Section 6. Conditions.** The variance granted herein is contingent and subject upon the developer producing the land proposed land use that had been provided, which shall require the acquisition of a portion of right of way from the Village of Coal City prior to applying for a Building Permit for construction of the redevelopment project.

**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.

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE  
RESTRICTIONS FOR SETBACK REQUIREMENTS AND RELIEF FROM THE CORE AREA  
COMMERCIAL DESIGN GUIDELINES AT THE 850 E. DIVISION RETAIL (O'REILLY AUTO PARTS)  
REDEVELOPMENT**

---

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at  
Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk



**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 27, 2021

**RE: REDEVELOPMENT AGREEMENT WITH 6S DEVELOPMENT**

The Village has been working with a developer in order to redevelop the properties at 850 & 860 E. Division in order to replace the former Coal City NAPA location with a new O'Reilly Auto Parts store. 6S Developers is a group that finds and builds locations that are then leased out by retail tenants such as O'Reilly Auto Parts. In 2020, the Village Board adopted a Resolution that allowed the developers to work with land owners upon parcel consolidation and staff to bring a retail development that met the demands of the Village.

While the current area consists of a residence, metal trailer building and gravel lots, the new development with the assistance of the attached redevelopment agreement will demolish the existing area and replace it with a new retail building that complies with the Core Area Design Guidelines as far as its exterior design. This improvement within this currently Commercial-zoned area is expected to generate enough increment to offset the incentive being provided to the develop 6S development within four years' time.

The agreement requires the developer to provide a brick building with fully redeveloped space including offstreet parking and signage that will result in much greater property tax increment to be provided on the parcels to be consolidated into the new O'Reilly Auto Parts lease. A requirement of the redevelopment agreement is the lease from the new tenant, which will be a long-term lease far exceeding the payback period expected for the initial incentive provided to set a new standard for development within the is commercial area.

Aside from the actions this evening, the Village Board is required to vacate a portion of the alley upon which the final building will rest. This will come after the development company receives a signed development agreement and proceeds to the closing of eth adjacent properties.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Entering into a Redevelopment Agreement with 6S Development for the development of an O'Reilly Auto Parts at 850 E. Division.

---

**THE VILLAGE OF COAL CITY**  
GRUNDY & WILL COUNTIES, ILLINOIS

---

ORDINANCE  
NUMBER \_\_\_\_\_

---

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE  
ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING  
REDEVELOPMENT AGREEMENT WITH 6S ORLY COAL CITY IL LLC FOR  
THE DEVELOPMENT OF AN O'REILLY AUTO PARTS STORE**

**(860 E. DIVISION STREET)**

---

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

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

Village Trustees

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT WITH 6S ORLY COAL CITY IL LLC FOR THE DEVELOPMENT OF AN O'REILLY AUTO PARTS STORE**

**(860 E. DIVISION STREET)**

**WHEREAS**, the Village of Coal City, Grundy and Will Counties, Illinois ("Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

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

**WHEREAS**, the Village has the authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local property and sales tax bases, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

**WHEREAS**, the Village is desirous of promoting economic development within the Village by facilitating the redevelopment of an underutilized commercial property within the Village; and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including making grants to commercial enterprises that are deemed necessary or desirable; 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 is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (“Act”), to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade property in accordance with and pursuant to the Act; and

**WHEREAS**, on January 10, 2011, the Village Board, pursuant to and in accordance with the Act (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the “TIF Plan and Project”), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, “TIF Ordinances”), establishing the Coal City Redevelopment Project Area (the “TIF District”); and

**WHEREAS**, the Act (65 ILCS 5/11-74.4-4(b), (c)) authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the TIF Plan and Project; and

**WHEREAS**, 6S ORLY Coal City IL LLC (“Developer”), is under contract to purchase 860 E. Division Street, Coal City, Grundy County, IL 60416 (the “Property”), within the TIF District, and is desirous of constructing and leasing a commercial facility for the operation of an O’Reilly Auto Parts store on the Property (the “Project”); and

**WHEREAS**, the Village Board previously found that the Developer could not complete the Project on the Property without the assistance of Tax Increment Financing and agreed to



negotiate a redevelopment agreement providing public incentives to assist the Developer with eligible expenses incurred in connection with the Project; and

**WHEREAS**, the Village Board hereby finds that the Project is essential to meet the overall objectives of the TIF District, implements and advances the TIF Plan and Project, is consistent with the Comprehensive Plan, will create jobs and increase property and sales tax revenues, and provide additional local service opportunities to Village residents; and

**WHEREAS**, the Village Board hereby finds that without financial assistance from the Village, the Project would not be economically feasible because the cost of constructing the Project exceeds Developer's ability to realize a reasonable return on its investment; and

**WHEREAS**, the Village Board hereby finds that it is in the best interest of the citizens of the Village of Coal City that the Village enter into the Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement with the Developer attached hereto as Exhibit 1 ("the Agreement").

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

The Corporate Authorities hereby authorize, approve and direct the Village President to

execute and deliver the Agreement attached as Exhibit 1 and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Ordinance. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**SECTION 3. RESOLUTION OF CONFLICTS.** All 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. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Coal City, Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk

[SEAL]

**EXHIBIT 1**

REDEVELOPMENT AGREEMENT

Appended on following pages.



**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** January 27, 2021

**RE: ACCEPTING LETTER OF INTEREST FROM SURF BROADBAND SOLUTIONS**

Prior to the holidays, the Village received an "Expression of Interest" from Surf Broadband Solutions, which formalized some conversations that have been taking place with Cesare Bratta who formerly owned Cyber Broadcasting until its merger with the larger parent company Surf, which provides technology solutions across the I-80 corridor from the far west suburbs into Iowa. Surf would like to utilize Village rights of way much like Comcast and AT&T in order to provide an alternative internet fiber solution for Village residents and businesses.

The capability of reaching a franchise agreement with Surf would be advantageous because services like Comcast and AT&T provide prescribed State set rates for taxes collected upon the accounts provided service within the Village, but not for the internet services that are provided to their customers simultaneously. Comcast remits approximately \$70,000 per year while AT&T contributes a portion of the \$120,000 in telecommunications taxes provided annually. The dish entertainment companies like Dish Network and DirectTV operate wirelessly resulting in no franchise fees being remitted for the entertainment services they provide to subscribers.

Surf is primarily a fiber internet company that can provide access for residents to reach their entertainment solutions independently from the pay per view services of providers like Netflix and Amazon Prime. However, since they are primarily a fiber company, they provide square service to each customer, i.e. the same band width up from the subscriber as delivered to the subscriber. This type of service is necessary for businesses who require the capability of sending out a lot of data and is something that is very costly with the current options available in the market place.

In response to this request, a meeting was held with Surf. Much like conversations during the cable franchise renewal, the concept of providing a Coaler entertainment schedule was discussed. Subjects aside from the main focus of allowing Surf to utilize Village rights of way were discussed to cover the array of other subjects for which the Village is desirous this franchise agreement may solve. They include the buildout of a basic merchant network that would provide a competitive advantage for businesses to locate within Coal City on Broadway, the provision of public wifi within the downtown area, dedicated public fiber network between public places such as municipal structures such as raw well pumps and water treatment facilities, and dedicated 5G bandwidth to carry the data of alternative service providers who are guaranteed access to public poles according to Illinois statutes.

With the acceptance of this letter, the Village will embark upon negotiating a franchise agreement that would provide these services while allowing Surf to buildout its network within the existing rights of way. Please consider if you would like to assist in the negotiation of the first franchise agreement that would be brought back to the Village Board for approval in the future.

**Recommendation:**

Authorize Mayor Halliday to sign onto the Expression of Interest to Continue Working Towards a Franchise Agreement setting forth the terms by which Surf would be allowed to Utilize Village Rights of Way to provide fiber service to Coal City residents.



**Surf | Broadband  
Solutions**

Connect Further, Faster.

## Expression of Interest

Please accept this letter as a confirmation of the Expression of Interest made by and between the Village of Coal City and Surf Broadband Solutions, or its assignee (referred to herein as "SBS").

1. **Purpose.** The purpose of this Expression of Interest (the "Agreement") is to establish general guidelines whereby the Village of Coal City and SBS will investigate cooperating in the development of broadband infrastructure and other related communications services for the benefit of the Village of Coal City and its residents.
2. **Term.** This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for not longer than one year. This Agreement may be extended by the written agreement of the parties, or terminated, without cause by either party upon thirty (30) days written notice, which notice may be delivered electronically or by certified mail to the address listed below.
3. **Development of Broadband Network.** The Village of Coal City seeks to develop broadband infrastructure for the benefit of residents and businesses within the Village. SBS is in the business of developing and operating broadband infrastructure and related systems for the purpose of providing high-speed Internet services to its customers. The Village of Coal City desires to cooperate with SBS in developing such infrastructure to be operated in its sole discretion by SBS within the [city/village]. Development of the broadband facilities will be at the sole cost of SBS.
4. **Cooperation of Municipality.** Cooperation includes, but is not limited to, issuing necessary building permits to SBS, notification of construction projects within the public way that would provide access for SBS to construct pathways for broadband infrastructure and participating in joint marketing programs to promote services offered by SBS.



5. **General Provisions.**

**A. Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

**B. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

If the foregoing accurately sets forth our understanding, please indicate your agreement by signing this letter and returning it to us.

Sincerely yours,



Cesare P. Bratta  
Sr. Vice President

The undersigned do hereby accept and agree to the terms of this letter.

For the Village of Coal City

By: \_\_\_\_\_

Its: \_\_\_\_\_

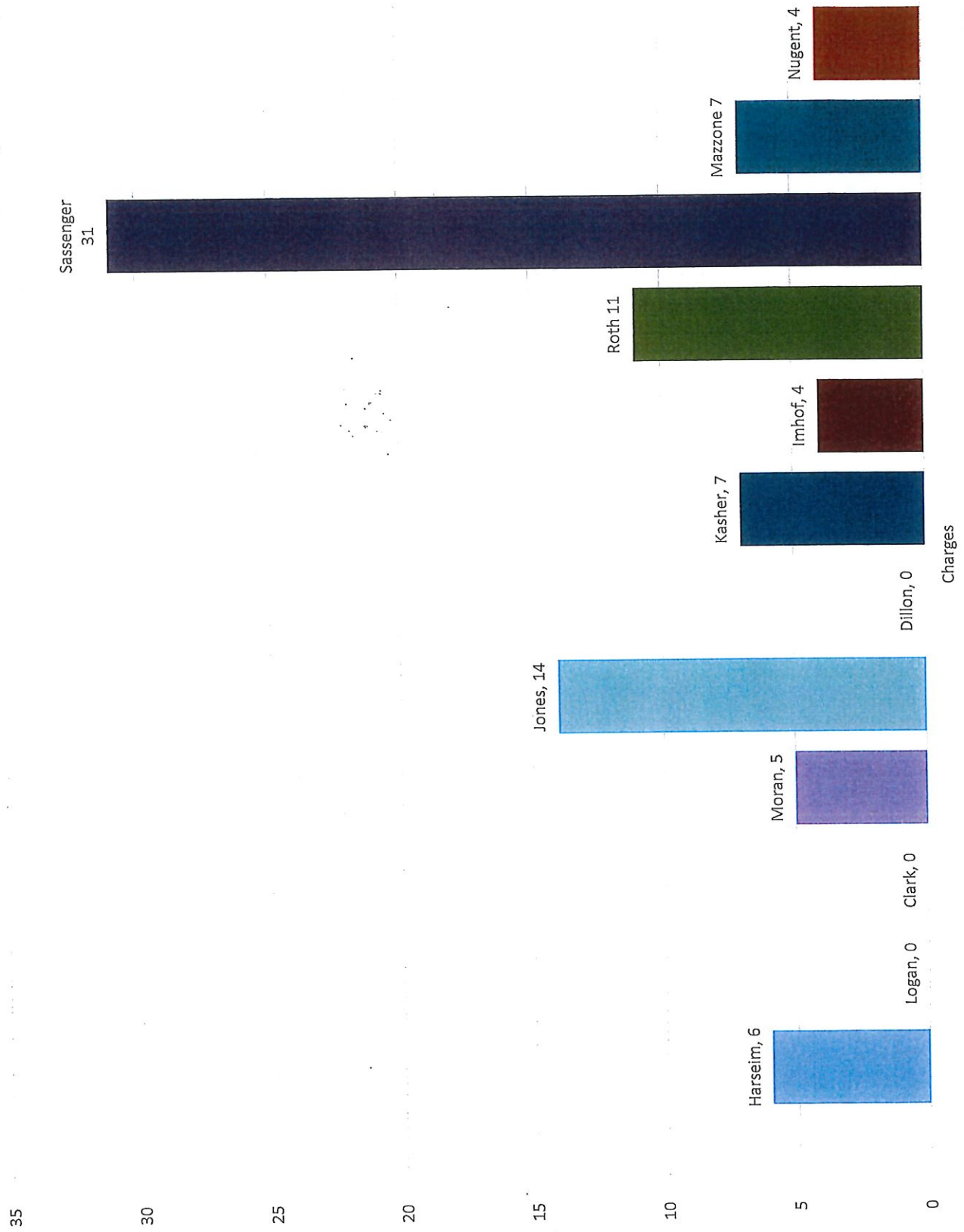
Date: \_\_\_\_\_





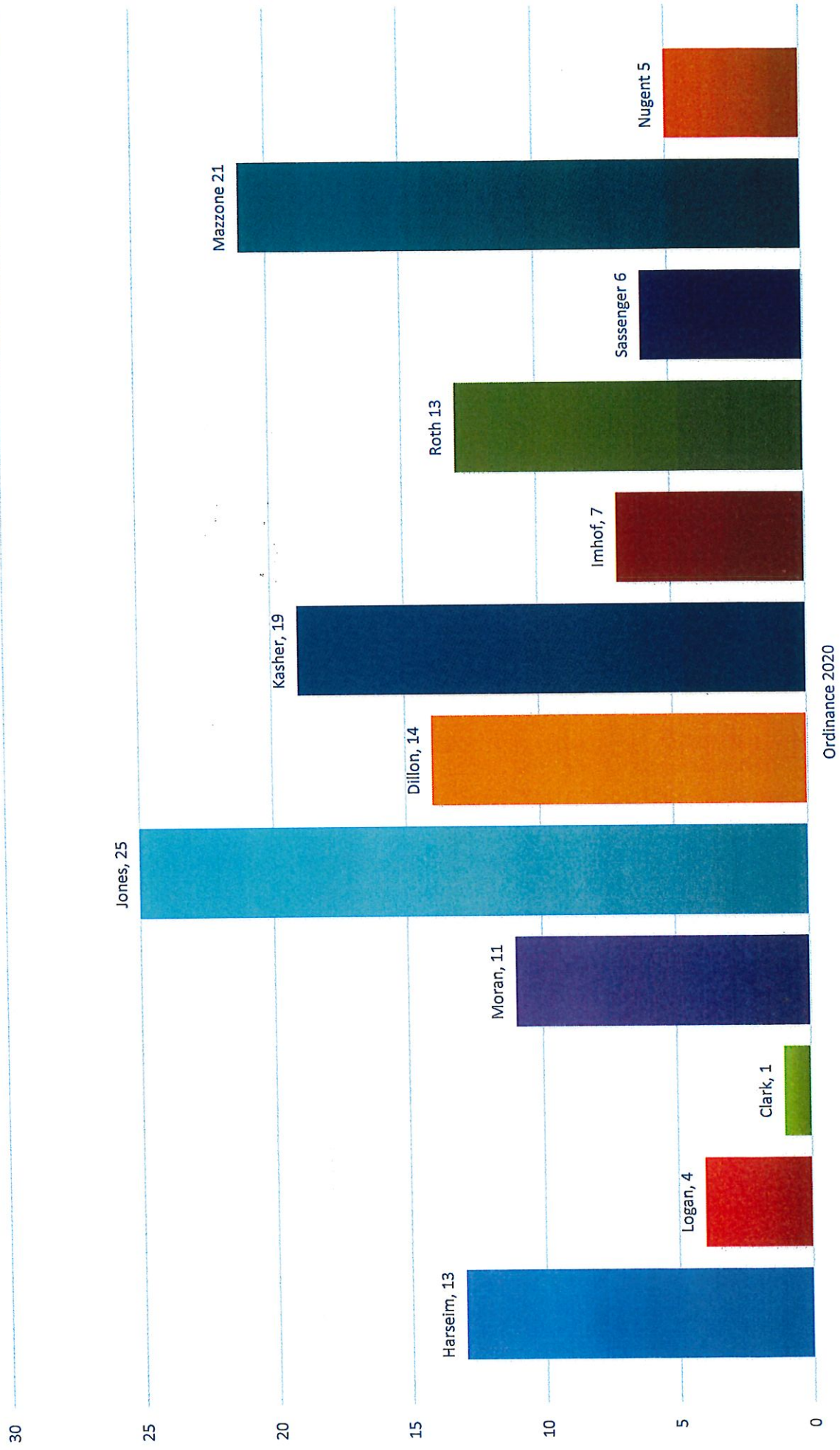


# 2020 Criminal Charges















<u>Traffic Citations</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Harseim	1	0	0	0	0	0	0	0	0	0	0	0	1
Logan	1	1	0	0	0	0	0	0	0	0	0	0	2
Clark	0	0	0	0	0	0	0	0	0	0	0	0	0
Moran	6	6	2	8	0	2	8	0	1	6	0	0	39
Jones	43	14	1	0	0	2	12	32	29	31	15	0	179
Dillon	0	0	0	0	0	0	0	0	0	0	0	0	0
Kasher	0	1	0	0	0	4	0	1	0	2	0	1	9
Imhof	1	0	0	0	0	0	0	0	0	0	0	0	1
Roth	2	1	0	0	0	2	1	0	0	0	2	0	8
Sassenger	3	3	10	0	0	3	4	17	18	16	3	5	82
Mazzone	2	3	3	0	0	2	1	3	3	2	4	2	25
Nugent	4	15	5	1	1	0	1	0	1	0	1	0	29
Briley	0	0	0	0	0	0	0	0	0	0	0	0	0
Roach	0	0	0	0	0	0	0	0	0	0	0	0	0
Paquette	0	0	0	0	0	0	0	0	0	0	0	0	0
Butterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>63</b>	<b>44</b>	<b>21</b>	<b>9</b>	<b>1</b>	<b>15</b>	<b>27</b>	<b>53</b>	<b>52</b>	<b>57</b>	<b>25</b>	<b>8</b>	<b>375</b>

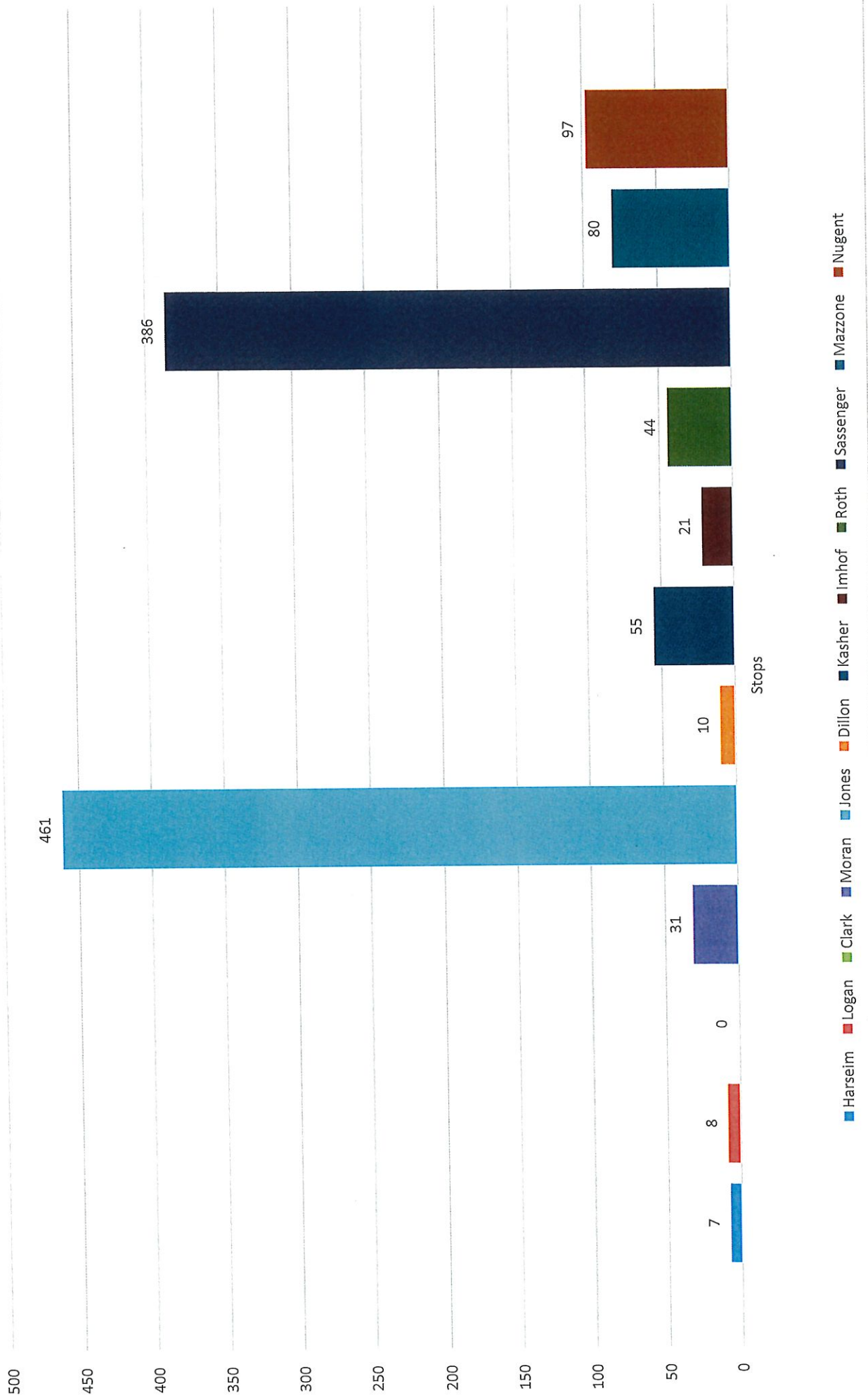
<u>Ordinance Citations</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Harseim	0	1	0	0	0	0	0	0	0	0	0	0	2
Logan	0	0	0	0	0	0	0	0	0	0	0	0	0
Clark	0	0	0	0	0	0	0	0	0	0	0	0	0
Moran	0	0	1	0	0	0	1	0	0	0	0	0	2
Jones	2	0	0	0	0	0	0	1	0	2	0	0	5
Dillon	0	0	0	0	0	0	0	0	0	0	0	0	0
Kasher	0	0	0	0	0	0	0	1	0	0	0	0	1
Imhof	0	0	0	0	0	0	0	0	0	0	0	0	0
Roth	0	0	0	0	0	0	0	0	0	0	0	0	0
Sassenger	2	0	2	0	0	0	0	0	0	0	0	0	4
Mazzone	1	0	0	0	0	0	1	2	0	0	0	0	4
Nugent	1	0	0	0	0	0	0	0	0	0	0	0	1
Briley	0	0	0	0	0	0	0	0	0	0	0	0	0
Roach	0	0	0	0	0	0	0	0	0	0	0	0	0
Paquette	0	0	0	0	0	0	0	0	0	0	0	0	0
Butterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>6</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>19</b>







# Yearly Traffic Stops



2020 D.U.I.'S

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
DILLON													
HARSEIM						1							1
IMHOF													
JONES						1							1
KASHER													
LOGAN													
MAZZONE													1
MORAN				1									
NUGENT											1		2
ROTH						1						1	2
SASSENGER			1										
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART										0	1		7
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>		<b>7</b>

**2020 CALLS REQUIRING A REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK	3	1	14	4	8	11	1	7	7	8	2	2	68
DILLON		6	3	3	12	18	17	12	10	20	0	11	112
HARSEIM	3	27	6	10	14	6	20	12	17	13	18	26	172
IMHOF	1	4	3	13	18	21	18	27	19	4	1	0	129
JONES	24	20	0	10	18	21	19	66	41	38	43	15	315
KASHER	3	19	13	3	31	18	24	31	28	29	21	15	235
LOGAN	14	13	7	8	13	21	3	11	32	22	14	10	168
MAZZONE	12	17	19	12	31	34	29	42	28	47	40	40	351
MORAN	35	27	16	18	25	30	23	24	19	28	26	32	303
NUGENT	21	44	19	24	17	30	30	27	10	39	20	22	303
ROTH	25	24	21	6	19	29	20	31	22	15	25	26	263
SASSENGER	14	18	11	5	15	15	16	9	49	33	15	29	229
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
<b>TOTAL</b>	<b>155</b>	<b>220</b>	<b>132</b>	<b>116</b>	<b>221</b>	<b>254</b>	<b>220</b>	<b>299</b>	<b>282</b>	<b>296</b>	<b>225</b>	<b>228</b>	<b>2648</b>



## 2020 ACCIDENT REPORTS

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK						1							2
DILLON		1									1		1
HARSEIM										1			10
IMHOF		1			2	1	1	4		1			17
JONES	7	1	1		1	2		1		1	2	1	2
KASHER							1						5
LOGAN	2	1			1				1				5
MAZZONE	1		1			2		1	2	1	3	1	12
MORAN	1	3		4	1	2			2	1	1		15
NUGENT		3	2	1	1	1	3				1	1	13
ROTH			1				1				1		3
SASSENGER			1						2				3
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
<b>TOTAL</b>	<b>11</b>	<b>10</b>	<b>6</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>6</b>	<b>6</b>	<b>7</b>	<b>4</b>	<b>9</b>	<b>4</b>	<b>83</b>