





**MEMO**

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

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

**MEETING**

**DATE:** November 8, 2017

**RE: VARIANCE FOR FENCE LOCATED WITHIN THE CORNER SIDE  
YARD AT 500 E. BATISTA DRIVE**

The Planning & Zoning Board considered this petition after its construction due to an error during the filing of the building permit. The home owner at the west end of the block came into Village Hall and filed for a permit immediately following the corner side yard variance approval for 610 E. Batista. This permit was provided and a fence was constructed immediately thereafter. Upon a staff member viewing the placement of the fence the permit was reviewed and it was provided without the proper Zoning Board of Appeals approval.

I spoke to the home owner – Chris Kaluzney to explain the problem and he graciously agreed upon filing the proper paperwork and variance petition after the fact of the fence having been constructed. Its placement is similar to any of the other variances provided to date within the subdivision, i.e. the corner side yard variance has been reduced from the required 25’ downward to 10.’ This matter is set for public hearing at the Planning & Zoning Board Meeting of November 6<sup>th</sup> and is expected to be fully supported without anyone appearing at the requisite public hearing on this petition.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_\_: Granting a Variance to allow for the Construction of a Fence within the Corner Side Yard.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Christopher Kaluzny

Address: 500 E. Batista Dr. Phone number: 815-325-1863

Owner represented by: Self  Attorney

Contract purchaser \_\_\_\_\_ Other agent \_\_\_\_\_

Agents name \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

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

East RS-2 West RS-2

What zoning change or variance: (specify) Install fence on corner side

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To allow what use for privacy

Tax number of subject property: 09-02-380-010

Common address of property: 500 E BATISTA DR

Parcel dimensions: 90 X 120 Lot area (sq. ft.) 10793

Street frontage 89 So 120 West

Legal description \_\_\_\_\_

Richards Crossing Sub Phase 1 LT 57

\_\_\_\_\_  
\_\_\_\_\_

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 Kaluzny, 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.

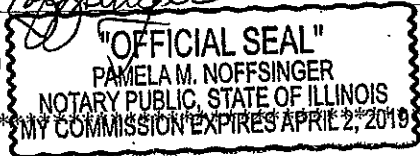
Subscribed and sworn before me on this 12 day of October, 2017.

Pamela M. Noffsinger

Chris Kopy

Notary Public (Seal)

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>ZA-289</u>	Location of hearing
Filing date	<u>10-13-17</u>	Village Hall
Hearing date	<u>11-6-17</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

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

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 289, 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:  
Noel Ramirez, 510 E Battista Dr Coal City IL 60416  
Al Esparza, 505 E. Battista Dr. Coal City IL 60416  
Diana Mason, 515 E. Battista Dr. Coal City IL 60416  
Travis Lynn, 505 E. Campbell Dr. Coal City IL 60416  
Sheena, 515 E. Campbell Dr. Coal City IL 60416
6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Chris Kuluzny  
Applicant  
Agent for applicant

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

\_\_\_\_\_  
Notary Public

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

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

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**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 500 EAST  
BATISTA DRIVE IN THE VILLAGE OF COAL CITY**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH  
JUSTIN WREN  
ROSS BRADLEY  
TIM BRADLEY  
DAN GREGGAIN  
NEAL NELSON  
Village Trustees

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on \_\_\_\_\_, 2017

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 500 EAST BATISTA DRIVE IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Christopher Kaluzny (“applicant”) on October 13, 2017 for the placement of a 6 feet high fence; and

**WHEREAS**, Section 156.171(a)(2) states, “Fences shall be permitted in the rear or interior side yard...”; and

**WHEREAS**, a public hearing was noticed and duly held on November 6, 2017; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on November 6, 2017, and considered passage of the variance request to the Board of Trustees; and

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

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

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

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

**Section 2.** Findings of Fact. The Board of Trustees find as follows:

- A. **Special Circumstances Not Found Elsewhere.** The property is a corner lot and has a great deal of the open recreational area of the property contained within the corner side yard unlike a majority of the residential lots within the area.
- B. **Unnecessary Hardship.** Being unable to utilize such a large portion of the residential lot for recreational space would cause an unnecessary hardship since the erection of a fence according to the petition would not interfere with vehicular traffic at the adjacent intersection.
- C. **Necessary for Use of the Property.** Being adjacent to Richards Street, the use of a fence within the corner side yard shall allow safe enjoyment of the corner side yard area without constant supervision of minors.



D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential and vision safety within the adjacent intersection shall be maintained.

E. **Minimum Variance Recommended.** The petitioner has requested a variance consistent with other corner side yards considered previously within other village residential subdivision, leaving 10 feet from the side yard boundary.

**Section 3.** Description of the Property. The property is located at 500 East Batista Drive in the Village of Coal City within an RS-2 District.

**Section 4.** Public Hearing. A public hearing was advertised on October 18, 2017 in the Coal City Courant and held by the Planning and Zoning Board on November 6, 2017, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

**Section 5.** Variations. The variations requested in the September 11, 2017 Variance Application to the Zoning Code are granted as follows:

A. A variance in conjunction with Section 156.171(a)(2) is hereby granted to allow the 6-ft. high fence as described by the applicant, to be installed within the corner side yard. Providing a minimum 10-foot setback (a variance of 15 feet).

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

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

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A  
FENCE WITHIN THE CORNER SIDE YARD OF 500 EAST BATISTA DRIVE IN THE VILLAGE OF  
COAL CITY**

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**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 \_\_\_\_\_, 2017, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

## MEMO

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

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

**MEETING**

**DATE:** November 8, 2017

**RE: 11/25 SMALL BUSINESS SATURDAY PARTICIPATION**

Sarah Beach, one of the Village's Trustees has been a strong supporter of the "Shop Small" Small Business Saturday Campaign designed to ensure Coal City area residents do not forget to look towards their local retailers and service providers for gift opportunities when it comes to shopping for others this upcoming holiday season. This year's effort will re-utilize the street banners that had been purchased last year to promote the day to the public.

The Grundy Chamber has continued its focus in the Coal City/Diamond area via quarterly business managers' meetings. Ms. Beach informed those in attendance of the power of Small Business Saturday. This day, which is the Saturday after Thanksgiving, has gained its place nationally, thanks in part to a promotional campaign by American Express, as a day to shop locally and plan local purchases rather than leaving town to get those "big box special holiday deals" and keep the sales tax local. This year, a Proclamation has been included for the Mayor's adoption.

Creating awareness via the Proclamation and the street banners will fulfill Coal City's commitment to the 2017 effort. The passport program, which required multiple visits among participating vendors in being revamped; this means there will be no requirement to open the Village Hall that day to take utility payments. This results in savings versus the investment in this promotion in 2016.

**Recommendation:**

Mayor Halliday Proclaim Saturday, November 25, 2017 as Small Business Saturday within the Village of Coal City.

# PROCLAMATION

## PRESIDENT TERRY HALLIDAY VILLAGE OF COAL CITY

- WHEREAS: The Village of Coal City, Illinois celebrates our local small businesses and the contributions they make to our local economy and community; and
- WHEREAS: According to the United States Small business Administration, the 28.8 million small businesses in America represent 99.7 percent of all businesses with employees; and
- WHEREAS: Small businesses employ 48 percent of the private sector workforce in the United States; 91 percent of all consumers believe that supporting small independently owned retailers, restaurants and bars is important; and 76 percent of all consumers plan to patronize one or more small businesses during their holiday shopping; and
- WHEREAS: The Village of Coal City, Illinois, supports our local businesses that create jobs, boost our local economy, and preserve our neighborhoods; and
- WHEREAS: Advocacy groups and public and private organizations across the country have endorsed the Saturday after Thanksgiving as SMALL BUSINESS SATURDAY.

NOW, THEREFORE, I, TERRY HALLIDAY, PRESIDENT OF THE VILLAGE OF COAL CITY, ILLINOIS DO HEREBY PROCLAIM NOVEMBER 25, 2017 AS

### SMALL BUSINESS SATURDAY

in the Village of Coal City, Illinois, I urge the residents of our community and communities nationwide to support small businesses and merchants on Small Business Saturday and throughout the year.

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Terry Halliday, President  
Coal City, Illinois

**INTERGOVERNMENTAL AGREEMENT FOR CONSOLIDATED  
911 EMERGENCY COMMUNICATION SERVICES  
(2017)**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the undersigned Public Safety Agencies, (hereinafter referred to as “the Parties”);

WHEREAS, the Grundy County Emergency Telephone System Board (“ETSB”) was formed pursuant to the Emergency Telephone System Board Act, (*50 ILCS 750/1 et. seq.*) by the Grundy County Board by written Resolution on the 13<sup>th</sup> day of December, 1988, for the purpose of implementing and maintaining an Emergency 911 Communications System.

WHEREAS, on April 6, 2017, the Illinois State Police, Statewide 911 Administrator granted an order creating a Joint Emergency Telephone System Board between the Grundy County ETSB and the Village of Seneca ETSB;

WHEREAS, the Grundy County ETSB currently operates pursuant to the Emergency Telephone System Act (*50 ILCS 750/1 et. seq.*), and Part 725 and 728 of Title 83 of the Illinois Administrative Code, as may be amended;

WHEREAS, the Parties to this Agreement have been exploring the benefits of consolidating public safety communications within Grundy County, Illinois, in an effort to provide the residents of Grundy County with expanded, enhanced and efficient Emergency Communications Services within Grundy County, Illinois;

WHEREAS, the Public Safety Jurisdictions and residents of Grundy County will benefit in terms of life safety and efficiency of service from a Consolidated 911 Public Safety Answering Point (“PSAP”) providing Police, Fire and Emergency Medical Services (EMS) to Grundy County and the municipalities and Fire Protection Districts within Grundy County;

WHEREAS, Section 10, Article VII, of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function in any manner not prohibited to them by law or Ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (*5 ILCS 220/1 et. seq.*), authorizes municipalities to exercise jointly with any public agency of the State including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and as an exercise of the police power and authority granted by the Constitutional Laws of the State of Illinois and consideration of the mutual terms, covenants and conditions as set forth herein, it is hereby agreed and covenanted among the undersigned as follows:

**Section 1.0: PURPOSE AND INTENT:** This Intergovernmental Agreement to establish, maintain and fund the Grundy County Consolidated 911 PSAP contains the following organizational objectives:

1.1 To promote the health, safety and general welfare of the citizens of Grundy County, Illinois.

1.2 To improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing and all emergency response communications in any way affecting Public Safety Agencies of the parties to this Agreement.

1.3 To save lives by improved call processing time that reduces response times to emergency incidents.

1.4 To improve safety to emergency responders.

1.5 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance request, and for the control of coordinated dispatch for Law Enforcement, Fire and EMS services throughout Grundy County, Illinois.

1.6 To provide funding to ensure the appropriate level of service to all parties as defined by the undersigned agencies by establishing funding mechanisms and defining the budget process for the Consolidated 911 Public Safety Answering Point.

**Section 2.0: DEFINITIONS:** As used in this Agreement, the following words and phrases shall have the meaning as indicated unless the context clearly requires otherwise:

2.1 “911 Services” shall mean those services and equipment to answer 911 calls on a twenty-four (24) hour per day/seven (7) day per week basis.

2.2 “911 System” shall mean the geographical area that has been granted an order of authority by the Illinois Commerce Commission or the Statewide 911 Administrator to use “911” as the primary emergency telephone number within said jurisdiction;

2.3 “Backup PSAP” shall mean a Public Safety Answering Point that serves as an alternate to the primary PSAP (Grundy County Consolidated 911 Center) and is located at a different location than the County’s primary PSAP providing the service that will accept overflow calls and calls that are rerouted in the event that the primary PSAP is disabled.

2.4 “County” shall mean Grundy County, Illinois and those portions of Will, Livingston, LaSalle and Kendall County located within the jurisdiction of any party to this Agreement.

2.5 “Emergency Telephone System Board” or “ETSB” shall mean the Grundy County Emergency Telephone System Board created by Ordinance of the Grundy County Board dated

the 13<sup>th</sup> day of December, 1989, and by Order of the Statewide 911 Administrator on April 6, 2017, authorizing the creation of a Joint Emergency Telephone System Board between the Grundy County ETSB and the Village of Seneca ETSB, said Joint Emergency Telephone System Board operating pursuant to the Illinois Emergency Telephone System Act (50 ILCS 750/1 et seq) and Part 725 and 728 of Title 83 of the Illinois Administrative Code.

2.6 “Enhanced 911 or E-911” means an Emergency Telephone System with specific electronically controlled features such as ALI/ANI (automatic location identification/automatic number identification) or selective routing, and it uses the Master Street Address Guide, a geographic file or such other geographical data or system that may become available in the future.

2.7 “Executive Committee” or “911 Executive Committee” created pursuant to ETSB Resolution Number 2010-01 dated the 18<sup>th</sup> day of March, 2010, and which is hereby ratified, approved and authorized to exist by the parties to this Agreement as a public body for the purposes set forth herein.

2.8 “Parties” shall constitute the undersigned parties to this Agreement and such other or additional public safety entities as may become parties in the future as set forth herein.

2.9 “Personnel Costs” shall mean the costs of salaries, pension and insurance benefits of each of the staff members employed at the Grundy County Consolidated 911 Center, including State and Federal payroll taxes, Medicare, Social Security, Workers’ Compensation and such other payroll deductions as may be required from time to time.

2.10 “Public Safety Answering Point” (or “PSAP”) shall mean the initial answering location of a 911 telephone call, cellular call, radio communication or walk in request for emergency services.



2.11 “Telecommunicator” shall mean a person who is trained and employed in public safety telecommunication. The term applies to telephone operators, radio operators, data terminal operators or any combination of such functions as may be required in connection with the operation of a PSAP.

2.12 “Tier 1 Services” shall mean the initial call-taking of an emergency 911 call by landline or wireless device and the initial dispatch of the initial public safety agency having jurisdictional authority.

2.13 “Tier 2 Services” shall mean all other activities of telecommunicators outside of Tier 1 services, including but not limited to, administrative radio traffic, non-emergency phone calls, entry of LEADS (law enforcement emergency agencies data system) data and entry of CAD (computer aided dispatch) data.

**Section 3.0:** [Intentionally Omitted]

**Section 4.0: ACCESS TO GRUNDY COUNTY CONSOLIDATED 911 CENTER:**

4.1 Access to the Grundy County Consolidated 911 Center for persons other than the employees of Grundy County, specifically including Parties to this Agreement, shall only be authorized through the issuance of an electronically coded key to the facility, except that the Parties hereto understand that the space must be secured, maintained and preserved as a Secured Grundy County Consolidated 911 Center and that access to said facility shall be on a limited basis. Access shall be granted as set forth on Section 4.2.

4.2 The Parties acknowledge and agree that the Grundy County ETSB, shall have exclusive authority over the Grundy County Consolidated 911 Center and shall be solely

responsible for the authorization for issuance of access keys to said facility, specifically including the revocation of any such previously issued keys thereto.

**Section 5.0:**    **COMMUNICATION SERVICES:**    The Parties agree that the ETSB shall operate and maintain a Consolidated Public Safety Answering Point on a twenty-four (24) hour basis, three hundred sixty-five (365) days per year, seven (7) days per week. The Communication Services shall include both enhanced 911 emergency communications and administrative call-taking or other non-emergency functions. ETSB shall be allowed reasonable discretion to determine the number of telecommunicators necessary for effective communications services.

**Section 6.0:**    [Intentionally Omitted]

**Section 7.0:**    **911 COMMUNICATIONS DIRECTOR:**    The Grundy County Consolidated 911 Center dispatch operations shall be managed, operated and supervised by a 911 Communications Director, who will be a Grundy County ETSB employee. The responsibilities and authority of the 911 Communications Director shall be as set forth in the job description attached hereto as **Exhibit "B"**.

**Section 8.0:**    **FUNDING:**

8.1    [Intentionally Omitted]

8.2    [Intentionally Omitted]

8.3    **PERSONNEL AND RELATED COSTS.**    The parties have worked on a funding model, which determines the respective annual contributions of the Parties to this agreement.

Said funding model has been made available to all parties in Microsoft Excel format prior to the approval and execution of this Agreement. The Parties agree that the 911 center provides 2 types of service; Tier 1 and Tier 2 as defined herein. Tier 1 services are directly related to the initial call taking and emergency dispatching of the initial jurisdictional authority for any 911 related emergency. Tier 2 services account for all other services provided by telecommunicators. The Parties agree that historical Tier 1 activities account for 20-30% of dispatch activities, and Tier 2 accounts for 70-80% of dispatch activities. With this historical data, the Parties have built a funding model which assigns Tier 1 expenses to ETSB/Grundy County Administration, and Tier 2 activities to the Parties to this agreement in accordance with the funding model. The Parties agree that there shall be 4 areas of dispatch activities which shall be given equal weight in determining the Tier 2 contribution amount of all member agencies. Tier 2 activities are as follows: 1) volume of all radio traffic, 2) volume of non-emergency telephone contacts, 3) volume of computer aided dispatch (CAD) events resulting in an impact to center operations as determined by the Director, and 4) volume of LEADS work. A true and correct copy of the funding model for the 2017-2018 fiscal year is attached hereto as **Exhibit "A"** as an example and incorporated herein.

8.3.1 The undersigned Parties acknowledge and agree that the projected personnel costs for the Grundy County fiscal year beginning December 1, 2017 and ending November 30, 2018, is \$1,700,000. These costs shall be paid by the undersigned Parties for the Grundy County fiscal year 2017-2018, and for each year subsequent thereto pursuant to the funding model, except that ETSB/Grundy County Administration shall pay Tier 1 expenses as follows:

Fiscal Year 2017-2018	23%
Fiscal Year 2018-2019	23%

Fiscal Year 2019-2020	25%
Fiscal Year 2020-2021	25%
Beginning 12/1/2021 and thereafter	27%

8.3.2 Each of the undersigned Parties agrees to take such action as may be necessary to provide for the funding contemplated herein, specifically including the adoption of an Appropriation Ordinance, Budget Ordinance and/or Tax Levy Ordinance, if necessary.

8.3.3 Each of the undersigned Parties agrees to pay their respective contribution amount in two equal installments on or before June 1, and November 1 of each year. Payment shall be made to the Grundy County ETSB, 78 West Lowery Road, Morris, Illinois, 60450.

8.3.4 The 911 Executive Committee shall meet every second year on or before February 7<sup>th</sup> to review the projected future personnel costs. The financial projections shall be based on a 2-year look back of dispatch data consistent with the funding model. The 911 Executive Committee shall transmit its projected personnel costs along with its written recommendation to the ETSB and to each of the undersigned Parties on before March 7<sup>th</sup> of every second year beginning in 2019.

8.3.5 In determining the projected personnel costs associated with each future year, the 911 Executive Committee shall also conduct an audit of all expenses incurred during each current fiscal year. If the audit determines a funding shortfall for personnel costs, then each Party shall be responsible for its pro-rata share of such additional shortfall expenses. If the audit determines the amounts paid by the Parties exceeds the personnel costs for the current fiscal year, the excess amounts shall be retained for the following year for personnel costs only.

8.3.6 In the event a Party elects to terminate their participation in this Agreement, any excess funds will be returned to the terminating Party within thirty (30) days after the conclusion of the then fiscal year, less the actual costs and expenses incurred by the ETSB for any such termination, shall include, but not be limited to, all professional fees (including reasonable attorney's fees), administrative fees, ETSB or Grundy County employee compensation and any and all other related costs for removing a former party from the 911 System, as may be determined by the ETSB in its sole discretion. All mobile radios, computers, portable radios, pagers, licenses, software, hardware or other devices or equipment purchased by the ETSB on behalf of any terminating entity shall be returned the ETSB prior to said thirty (30) day period set forth herein. In the event any terminating entity fails or refuses to comply with the provisions hereof, the ETSB is hereby authorized, for and on behalf of the parties, to institute such actions as may be deemed necessary or appropriate, and the terminating agency shall be responsible for, and hereby agrees to satisfy in full, all administrative costs, professional fees (including reasonable attorney's fees) and any other related expenses incurred by the ETSB associated with enforcing the provisions of this Agreement. Any terminating party agrees to execute any documents that may be deemed reasonably necessary by the ETSB.

8.3.7 The ETSB may apply for grants, when or if available, for personnel costs contemplated by this Agreement. The Parties agree to cooperate in any such efforts, and to execute any documents in furtherance hereof. In the event, grant funding is awarded for personnel costs, each of the Parties shall be provided a credit based upon their respective pro-rata contribution.

8.3.8 Additional jurisdictions may become Parties to this Intergovernmental Agreement by written Addendum, with the approval of a majority of all Parties to this

Agreement and upon the favorable recommendation by the ETSB, with terms and conditions as may be agreed upon. In the event any additional jurisdiction receives favorable approval and is allowed to become a party to this Agreement, the Executive Committee shall conduct a review of the projected personnel costs consistent with the funding model described herein, and shall determine and transmit the recommended contribution amount of any such new party to this Agreement to the ETSB as soon as reasonably possible. In the event the contribution amounts are decreased as a result of a new party to this Agreement, then all parties to this Agreement existing prior to the addition of the new party shall be entitled to a reduced annual contribution amount. Additionally, if any new Party does not bring their local wireless and wire line surcharge revenues to the ETSB, that new Party shall contribute sufficient additional revenue to the Tier 1 expenses beyond their personnel costs to cover the costs associated with their Tier 1 operations. This additional Tier 1 contribution amount shall be considered and recommended by the 911 Executive Committee and transmitted to the ETSB, who shall make the final determination whether to allow any such new Party to be dispatched by the ETSB, and if so, the additional Tier 1 contribution amounts based upon the best interests of the then existing Parties to this agreement.

8.3.9 Any additional jurisdiction wishing to become a party to this agreement shall, in addition to the other obligations contained herein, engage a reputable firm at their sole cost and expense and subject to the approval of the ETSB to conduct a radio frequency (RF) coverage study. Any such study shall be performed based on a level of service identified and agreed to by both the ETSB and the entity seeking dispatch services. Said study shall identify all hardware, software, towers, links and all other equipment, services or devices to connect to the ETSB's systems, including all initial capital costs to purchase and construct and all recurring

charges of any such equipment, if any. Each and every of such capital costs shall be the sole costs of the new Party, and the ETSB reserves the right and has the unilateral discretion to supplement any such engineering report and recommendation with such additional equipment as the ETSB may deem reasonable or necessary to reliably connect to ETSB's systems, and any such additional equipment shall be at the new Party's sole cost and expense. Such new party shall also submit a report which outlines the connections to the ETSB's system for purposes of wireless and wire line communications, and the associated costs therewith. The costs of the report and any such hardware, software or other equipment or devices including any necessary recurring connection costs shall also be paid by the new Party.

8.3.10 Any Party to this agreement that may wish to solicit a proposal from another dispatch facility other than the ETSB for Tier 2 services shall serve the ETSB chairman with written notice of their intent to seek any such proposal at least thirty (30) days prior to requesting a proposal. Notice to the ETSB Chairman shall be made by prepaid, certified first class U.S. Mail, return receipt requested at the offices of the ETSB, 78 West Lowery Road, Morris, Illinois 60450. At no time may a party to this agreement have the right to transfer its Tier 1 services or any wireless or wire line surcharge revenues to another dispatch facility.

Section 8.4 The parties acknowledge, agree and understand that this agreement shall remain binding and in full force and effect until and unless a Party notifies all other Parties in writing of its desire to negotiate any of the terms of this agreement. In order to reopen negotiations of this agreement, a favorable vote of two-thirds (2/3) of the entire membership of this agreement then holding office shall be required, whether any such Party is present for the vote or not. A vote to reopen negotiations of this agreement shall be limited in scope to the issue or issues identified by the requesting Party, and the vote to reopen shall be limited to the voting

members of the 911 Executive Committee, pursuant to the First Amended Resolution Establishing the 911 Executive Committee (or such amended Resolution from time to time).

Section 8.5 All personnel employed for the purpose of staffing the Grundy County Consolidated 911 Center shall be employees of the Grundy County ETSB and are subject to the direction and control of the ETSB. All personnel shall participate in the regular Illinois Municipal Retirement Fund (IMRF), subject to the eligibility standards.

**Section 9.0: RECORD KEEPING AND REPORTING:**

9.1 The ETSB shall maintain records pertaining to both Emergency 911 (Tier 1) and administrative dispatch activities (Tier 2) performed at the Grundy County Consolidated 911 Center. Copies of such records shall be made available to any Party to this Agreement upon request of any Party hereto, upon reasonable notice.

9.2 The ETSB agrees that all personnel costs as defined herein shall be included in the ETSB's annual audit. A copy of the ETSB's annual audit shall be made available to any Party hereto upon request, after any such audit has been approved by the ETSB.

**Section 10.0: TERM OF AGREEMENT:** Any Party may terminate this Agreement by serving written notice of its intent to terminate on all Parties hereto at least eighteen (18) months prior to the conclusion of any 3 year annual anniversary of this Agreement, beginning on December 1, 2017.

**Section 11.0: INDEMNIFICATION AND HOLD HARMLESS:** The day-to-day administration and operation of the Consolidated 911 Center and Consolidated Public Safety Answering Point shall be handled by the ETSB. The ETSB agrees to indemnify and hold the



other parties to this Agreement harmless for any cause of action, incident, claim or demand arising from the operation or performance of the 911 Center or this Agreement, except as provided herein. Each Party agrees that it will be responsible for any liability or loss that it may incur as a result of any claim, demand, cost or judgment made against that Party to the extent arising from any negligent, reckless or intentional act or omission by any of the Party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement. Said responsible party agrees to indemnify and hold the other Parties harmless against any and all claims, demands, costs or judgments made against any other Parties for the negligent, reckless or intentional act or omission of the responsible Party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement. Each Party's obligation to indemnify the other Parties hereto shall survive the termination of this Agreement.

**Section 12.0:** **LIABILITY INSURANCE:** The Parties mutually agree to purchase and provide for their respective financial responsibilities in respect to liability claims arising out this Agreement through either the purchase of an insurance policy or policies or through the provisions of a self-funded insurance program. The costs associated with the purchase of any such insurance policies or self-funded insurance programs shall be paid by each of the respective Parties hereto.

**Section 13.0:** **NOTICES:** All required notices shall be given by prepaid, certified first class U.S. mail, return receipt requested, or personal service. Notices shall be addressed to the Parties and served upon the Parties at the addresses contained on the signature page.

**Section 14.0:** **ENTIRE AGREEMENT:** The Parties acknowledge and agree that the terms of this Agreement constitutes the entire understanding and agreement of the Parties regarding the subject matter of the Agreement. All parties expressly agree that this Intergovernmental Agreement shall supersede any and all prior agreements related to the funding or personnel costs for Grundy County 911 emergency communications services. Any such prior Agreements are hereby rescinded and revoked in their entirety, and this Agreement shall hereafter govern.

**Section 15.0:** **SEVERABILITY:** If a Court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement shall continue in full force and effect as if the invalid provision or portion thereof were not part of this Agreement.

**Section 16.0:** **BINDING EFFECT:** All parties to this Agreement acknowledge and agree that the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, both which are referenced in the Recitals above, authorize public bodies to jointly exercise public functions through the provisions of an Intergovernmental Agreement, that this Agreement complies with the provisions of both the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (and Illinois case law interpreting said provisions), and is otherwise consistent with the Illinois Emergency Telephone System Act. In order to protect the interests of each party to this Agreement, the parties hereto agree that neither the County of Grundy nor the ETSB shall amend the Resolution creating the ETSB or the Executive Committee, respectfully, during the entire term of this Intergovernmental Agreement unless all members of the 911 Executive Committee unanimously agree either on roll-call vote or in writing to any such subsequent

amendment. The ETSB further agrees that during the term of this Agreement or any extensions of the term, it shall not exercise its right in Resolution Number 2010-11 dated March 11, 2010, to unilaterally remove any representative or officer from the 911 Executive Committee.

IN WITNESS WHEREOF, the parties below have set their hands and seals the day and year set forth below.

Grundy County  
1320 Union Street  
Morris, IL 60450

City of Morris  
700 N. Division Street  
Morris, IL 60450

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

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

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

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

Village of Minooka  
121 E. McEvelly Road  
Minooka, IL 60447

Village of Coal City  
830 S. Broadway Street  
Coal City, IL 60416

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

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

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

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

Braceville Fire District  
102 W. Main Street  
P.O. Box 237  
Braceville, IL 60407

Coal City Fire District  
35 S. DeWitt Place  
P.O. Box 219  
Coal City, IL 60416

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

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

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

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

Gardner Volunteer Fire Dept.  
206 Depot Street  
Gardner, IL 60424

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

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

Mazon Fire District  
Depot Street  
P.O. Box 267  
Mazon, IL 60444

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

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

Morris Fire Protection and Ambulance District  
2301 Ashton Road  
Morris, IL 60450

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

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

South Wilmington Fire District  
330 Lake Street  
P.O. Box 285  
South Wilmington, IL 60474

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

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

Verona – Kinsman Fire Department  
P.O. Box 132  
Verona, IL 60479

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

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

MVK Ambulance  
604 Front Street  
P.O. Box 316  
Mazon, IL 60444

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

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

Grundy County ETSB  
111 E. Illinois Avenue  
Morris, IL 60450

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

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

Village of Mazon  
520 Depot Street  
P.O. Box 33  
Mazon, IL 60444

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

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

Grundy County Sheriff  
111 E. Washington Street  
Morris, IL 60450

Seneca Police Department  
340 N. Cash Street  
Seneca, Illinois 61630

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

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

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

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

## EXHIBIT "A"

### FUNDING MODEL

Tier 1 Financial Responsibility	23%
\$	391,000.00

Tier 2 Financial Responsibility	77%
\$	1,309,000.00

GCSO	43.70%	\$	572,012.37	
Morris PD	23.48%	\$	307,306.56	
Coal City PD	5.57%	\$	72,883.36	
Minooka PD	12.32%	\$	161,330.08	
Seneca PD	3.61%	\$	47,204.94	
Mazon PD	0.69%	\$	8,999.38	
Morris FD	6.09%	\$	79,783.09	\$ 16.65
Cola City FD	2.28%	\$	29,907.07	\$ 17.01
Gardner FD	0.66%	\$	8,687.16	\$ 14.36
Seneca FD	0.81%	\$	10,655.43	\$ 18.25
Braceville FD	0.29%	\$	3,779.31	\$ 20.54
South Wilmington FD	0.27%	\$	3,534.81	\$ 21.82
Mazon FD	0.33%	\$	4,323.87	\$ 18.56
Verona Kinsman FD	0.07%	\$	973.06	\$ 15.20
MVK Ambulance	0.18%	\$	2,373.36	\$ 12.49

**Radio Channel**

GCSO	35.8%
Jail	1.3%
Traffic	5.6%
Minooka PD	2.3%
Morris	21.7%
ISPERN	10.7%
Paging	5.6%
Fire North	7.9%
Fire South	7.6%
Seneca	1.5%
Total	100.0%

GCSO, Minooka PD, Mazon PD, and Coal City PD are responsible for approximately 45% of radio traffic. Morris PD is responsible for approximately 22% of radio traffic.

All law agencies share responsibility for ISPERN traffic.

Morris FD, Mazon FD, MVK, Verona Kinsman are responsible for 7.9% of radio traffic

Gardner FD, Coal City FD, Braceville, South Wilmington are responsible for 7.6% of radio traffic.

All fire agencies share responsibility for paging

77.4%

22.6%

## CAD EVENTS

# CAD Events W/ Self Initiated      131713

Agency	# CAD Events W/ Self Initiated	% of Law	% of Total
GCSO	56760	46%	43.09%
Morris	32027	26%	24.32%
Minooka	24194	20%	18.37%
Coal City	6851	6%	5.20%
Seneca	3602	3%	2.73%
<b>Law Total</b>	<b>123434</b>		<b>93.71%</b>
Morris	4791	55.898%	3.64%
Coal City	1758	20.511%	1.33%
Gardner	605	7.059%	0.46%
Seneca	584	6.814%	0.44%
Braceville	184	2.147%	0.14%
South Wilim.	162	1.890%	0.12%
Mazon	233	2.718%	0.18%
Verona Kins.	64	0.747%	0.05%
MVK	190	2.217%	0.14%
<b>Fire Total</b>	<b>8571</b>	<b>100.00%</b>	<b>6.51%</b>

### LAW

### FIRE



2016 Non Emergency Calls		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Agency	per agency/per line Phone #													
GCSO	942 0836	1337	1437	1725	1618	1833	1758	1755	1700	1693	1651	1561	1448	19516
	941 3150	146	140	145	177	193	175	203	153	179	164	168	104	1947
	941 3160	19	21	31	40	38	56	45	35	39	43	36	29	432
	941 3170	13	26	27	33	31	38	26	10	20	27	23	20	294
	<b>Total</b>	1515	1624	1928	1868	2095	2027	2029	1898	1931	1885	1788	1601	22189
MOPD	942 2131	1431	1358	1471	1762	1611	1446	1609	1552	1622	1782	1482	1455	16527
	942 2132	153	144	178	214	178	135	219	164	183	192	158	157	2085
	<b>Total</b>	1574	1502	1649	1976	1789	1581	1828	1712	1805	1974	1640	1612	20612
SEPD	357 8726	190	212	206	237	263	324	239	253	254	239	223	213	2853
MIPD	467 2161	322	323	330	415	432	615	517	467	363	402	326	347	4859
GFPD	634 2341	206	330	330	378	400	336	391	336	362	333	319	367	4194
	634 2121	152	131	157	173	132	173	150	132	149	152	153	135	1717
	<b>Total</b>	358	461	487	551	532	509	541	468	511	485	472	502	5911
GFPD	634 2121	103	82	85	107	103	83	95	75	103	103	90	85	1379
	634 2121	92	98	92	94	108	87	100	118	132	145	138	120	1319
GFD	237 2121	0	0	0	0	0	0	0	0	0	0	0	0	0
SFD	357 8721	17	16	13	8	15	18	7	22	11	14	7	11	159
SEMS	357 6442	18	26	31	18	49	34	31	29	25	14	22	14	311
	<b>Total</b>	4337	4525	4914	5573	5594	5856	5444	5170	5237	5417	4717	4378	60829

Leads Entry Summary	2016
Agency	Total
GCSO	1123
MOPD	233
MIPD	171
CCPD	69
SEPD	39
Total	1635

% of Total

69%

14%

10%

4%

2%

	GCSO	MOPD	MIPD	CCPD	SEPD	MZPD	UNOED	CCPD	GBPD	SEPD	BRAGE	SMIL	MZED	WFE
Radio Volume	25.20%	20.70%	11.94%	5.17%	4.00%	0.25%	12.63%	4.64%	1.60%	1.54%	0.45%	0.43%	0.60%	0.17%
ISPERN/IFERN	1.00%	1.00%	1.00%	1.00%	1.00%		1.00%	1.00%	0.50%	0.50%	0.50%	0.50%	0.50%	0.05%
CAD Events	43.09%	24.32%	18.37%	5.20%	2.73%	0.50%	3.64%	1.35%	0.46%	0.44%	0.14%	0.12%	0.18%	0.05%
Phones	36.50%	33.89%	7.99%	6.90%	4.69%	1.00%	7.11%	2.17%	0.10%	0.77%	0.03%	0.03%	0.03%	0.03%
LEADS	69.00%	14.00%	10.00%	4.00%	2.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Blended Responsibility %	43.70%	23.48%	12.32%	5.57%	3.61%	0.69%	6.09%	2.23%	0.66%	0.63%	0.29%	0.27%	0.53%	0.07%

Blended Responsibility \$\$\$

Total Budget 100% 1700000

## **EXHIBIT "B"**

### **911 COMMUNICATIONS DIRECTOR JOB DESCRIPTION**

1. The 911 Communications Director shall be the administrative head of the dispatch operations Grundy County Consolidated 911 Center and shall be responsible for handling administration and personnel matters, subject to ETSB oversight and approval.

2. The Grundy County 911 Communications Director shall be responsible for drafting, amending, implementing and following operational policies and protocols as may be approved by the ETSB upon the recommendation of the Director or 911 Executive Committee.

3. The 911 Communications Director shall prepare a proposed budget for review and consideration by the 911 Executive Committee and transmit the same to the Grundy County ETSB for the Grundy County Consolidated 911 Center no later than July 1<sup>st</sup> of each year for the following fiscal year beginning December 1.

4. The 911 Communications Director shall be responsible for managing the dispatch operations of the Grundy County Consolidated 911 Center within the approved annual budget.

5. The 911 Communications Director shall be responsible for all activities of the Grundy County Consolidated 911 Center including but not limited to oversight of all call-taking, dispatching, records retention, recording, staffing, training, security and such further responsibilities as may be required by the Grundy County ETSB.

6. The 911 Communications Director shall establish and monitor performance standards for all employees at the Grundy County Consolidated 911 Center. The Director shall

actively and continually consider and evaluate all means and opportunities toward the enhancement of the operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.

7. The 911 Communications Director shall be responsible for attending meetings of the Grundy County ETSB, Grundy County Executive Committee and/or such other public bodies as may be required by the ETSB.

8. The Grundy County 911 Director shall develop appropriate long-range plans, including strategic capital improvements, staffing, technology, training and other matters. A comprehensive long-range plan shall be developed and updated and shall be presented to the Grundy County ETSB on an annual basis at a date and time determined by the ETSB.

**MEMO**

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

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

**MEETING**

**DATE:** November 8, 2017

**RE: TAX LEVY FOR COAL CITY SSA#2**

The Village Board adopted Ordinance 13-41, which established a Special Service Area (SSA) to include the properties, which make up the industrial park to accommodate manifest freight from the Union Pacific south of Reed Road and primarily west of Broadway. This SSA was created as an extra layer of precaution to ensure any debt related to the public support for infrastructure related to the construction of lead track from the UP into the industrial park would be paid by the land owners receiving the benefit of the improvement. The amount of this initial levy is to be set at \$68,315.16 due to the bond debt scheduled to be paid for the repayment of the debt associated with the construction of the aforementioned portion of rail.

This amount shall be levied against the participating owners and shall be collected in 2018 along with the rest of the property taxes collected by Grundy County. This is the maximum amount the Village may collect due to a formula set forth with the land owners, which requires their contribution towards the ongoing debt payments once the level of total debt associated with this project exceeds \$350,000. This is due to occur with the debt payment to be made prior to November 1, 2018.

The Village provided notice to the property owners should they wish to voluntarily wish to pay the amount to be levied and avoid the ordinance's SSA's apportionment and collection efforts on behalf of Grundy County. If at least \$68,315.16 is received prior to November 15, 2017, the requisite SSA tax levy ordinance will be abandoned. Otherwise, this levy has been prepared prior to its anticipated adoption date of December 13<sup>th</sup>. This levy will require a Truth in Taxation Hearing due to the SSA receiving a levy exceeding 105% of that amount levied the prior year.

**Recommendation:**

Read the Preliminary Ordinance and set the Ordinance for Adoption on December 13, 2017.

---

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

---

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

---

**AN ORDINANCE FOR THE 2017 LEVY AND ASSESSMENT OF TAXES IN AND FOR  
THE VILLAGE OF COAL CITY SPECIAL SERVICE AREA NUMBER TWO OF THE  
VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, STATE OF ILLINOIS**

---

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

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
NEAL NELSON  
JUSTIN WREN  
Village Trustees

---

Published in pamphlet form by authority of the President and Board of Trustees of the Village of  
Coal City  
on \_\_\_\_\_, 2017

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

**AN ORDINANCE FOR THE 2017 LEVY AND ASSESSMENT OF TAXES IN AND FOR THE VILLAGE OF COAL CITY SPECIAL SERVICE AREA NUMBER TWO OF THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, STATE OF ILLINOIS**

**WHEREAS**, the Village of Coal City (hereinafter, “the Village”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

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

**WHEREAS**, the Village is authorized, pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, to establish special service areas for the provision of special services in portions of the Village and to levy or impose a special tax and to issue bonds for the provision of such special services; and

**WHEREAS**, Village of Coal City Special Service Area Number Two (“SSA No. 2”) was established by the Village of Coal City pursuant to Ordinance No. 13-41, entitled, “An Ordinance Establishing Village of Coal City Special Service Area Number Two,” adopted by the Village Board of Trustees on November 25, 2013 (the “SSA Establishing Ordinance”); and

**WHEREAS**, SSA No. 2 consists of the territory described in the SSA Establishing Ordinance, as amended from time to time; and

**WHEREAS**, the SSA Establishing Ordinance establishes the special services that may be funded through sums levied and collected within SSA No. 2 and further establishes the amounts and manner in which said sums may be levied; and

**WHEREAS**, the Village is now authorized to levy taxes for payment of expenditures on special services for SSA No. 2 in accordance with the terms of the SSA Establishing Ordinance; and



**WHEREAS**, the Village President and Board of Trustees (the “Corporate Authorities”) hereby find and determine that in order to meet expenses and liabilities of SSA No. 2, and consistent with the formulas, requirements and restrictions set forth in the SSA Establishing Ordinance, there is to be collected SIXTY EIGHT THOUSAND THREE HUNDRED FIFTEEN AND 16/100<sup>th</sup> DOLLARS (\$68,315.16) from the current year levy of special taxes on all real property subject to taxation within the limits of SSA No. 2; and

**WHEREAS**, the Corporate Authorities have further determined that the aforesaid levy of special taxes in SSA No. 2 is consistent with the terms of SSA No. 2, in the public interest, protects the public health, welfare, and safety, and in accord with all applicable laws; and

**WHEREAS**, the 2017 special service area tax levy is greater than 105% of the amount extended for special service area purposes with SSA No. 2 for the preceding levy year, and the Village has complied with the notice and hearing requirements satisfying the Open Meetings Act required by the applicable provisions of the Special Service Area Tax Law (35 ILCS 200/27-32); and

**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. LEVY.**

That there be and is hereby levied and assessed upon all real property subject to taxation within the limits of Village of Coal City Special Service Area Number Two SSA No. 2 as

assessed and equalized for the year 2017, the sum of SIXTY EIGHT THOUSAND THREE HUNDRED FIFTEEN AND 16/100<sup>th</sup> DOLLARS (\$68,315.16). The Permanent Index Numbers of said properties are identified in **Exhibit A** attached hereto and are incorporated into and made part of this Ordinance, it being recognized that the taxes levied under this Ordinance shall be assessed on an *ad valorem* basis.

**SECTION 3. AUTHORITY.**

The tax levied by this Ordinance is pursuant to Article VII of the Constitution of the State of Illinois, the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, and the SSA Establishing Ordinance.

**SECTION 4. FILING.**

That the Village Clerk of the Village of Coal City is hereby directed to make and file with the County Clerk of the County of Grundy on or before the last Tuesday in December, a duly certified copy of this adopted ordinance as required by law and said County Clerk shall be directed to extend the special taxes pursuant to law.

**SECTION 5. REPEALER.**

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

**SECTION 6. 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 7. 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 \_\_\_\_\_, 2017, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

**EXHIBIT A**

**PERMANENT INDEX NUMBERS OF TAXABLE REAL PROPERTY WITHIN  
VILLAGE OF COAL CITY SPECIAL SERVICE AREA NUMBER TWO**

09-15-200-004

09-15-200-005

09-15-400-002

09-14-300-007

STATE OF ILLINOIS )  
 ) SS.  
COUNTIES OF GRUNDY AND WILL )

**CERTIFICATE OF COMPLIANCE WITH SPECIAL SERVICE AREA TAX LAW  
NOTICE AND HEARING REQUIREMENTS AND THE TRUTH IN TAXATION ACT**

I, the undersigned presiding officer of the Village of Coal City, Grundy and Will Counties, Illinois, DO HEREBY CERTIFY that the special service area tax levy adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, complies in all respects with the notice and hearing requirements set forth in Section 32 of the Special Service Area Tax Law (35 ILCS 200/27-32) and the Truth in Taxation Act for levying a special service area tax levy for Village of Coal City Special Service Area Number Two in an amount greater than 105% of the amount of special service area taxes extended for special service area purposes Village of Coal City Special Service Area Number Two for the preceding levy year.

SIGNATURE, Presiding Officer: \_\_\_\_\_

TITLE, Presiding Officer: \_\_\_\_\_

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

STATE OF ILLINOIS )  
 ) SS.  
COUNTIES OF GRUNDY AND WILL )

**CERTIFICATION**

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 17-\_\_, *AN ORDINANCE FOR THE 2017 LEVY AND ASSESSMENT OF TAXES IN AND FOR THE VILLAGE OF COAL CITY SPECIAL SERVICE AREA NUMBER TWO OF THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the \_\_\_\_ day of December, 2017.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PAMELA NOFFSINGER,  
VILLAGE CLERK  
VILLAGE OF COAL CITY

[SEAL]

**NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR  
THE VILLAGE OF COAL CITY, SPECIAL SERVICE AREA NUMBER TWO**

I. A public hearing to approve a proposed property tax levy increase for Village of Coal City Special Service Area Number Two for 2017 will be held on \_\_\_\_\_, 2017 at 7:00pm at the Village Hall, 515 S. Broadway in Coal City, IL.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ms. Pamela Noffsinger, Village Clerk at 515 S. Broadway, Coal City, IL 60416 or 815-634-8608 or [pnoffsinger@coalcity-il.com](mailto:pnoffsinger@coalcity-il.com).

II. The property taxes extended for Village of Coal City Special Service Area Number Two for 2016 were \$0.

The proposed property taxes to be levied for Village of Coal City Special Service Area Number Two for 2017 are \$68,315.16. This represents an approximately 68,315,500% increase over the previous year.

Note: This notice must be no less than 1/8 page in size, and the smallest type used shall be 12 point and must be enclosed in a black border no less than 1/4 inch wide.

Coal City Police Department  
Weekly Summary of Activities  
Thursday 10-12-17 – Wednesday 10-18-17

During this period, there were 46 calls for service, 17 verbal warnings and 0 assist Grundy County Sheriff's Dept.

**Significant Incidents**

10-13-17 at 4:12 PM, police responded to the Lions Park for a fight involving two male juveniles. The complainant stated he was punched in the mouth and the offender left the area on foot. Police were able to make contact with the male who showed the officers threatening text messages sent by the complainant. Police explained to his mother that the complainant instigated the confrontation and all parties agreed to let the incident go.

10-17-17 at 8:36 AM, Police responded to a Circle Dr. apartment in reference to stolen Halloween decorations. The complainant stated two decorations were removed from the common area of the apartment building. Police canvassed the area but was unable to locate the decorations or a witness.

**Arrest Incidents**

Speeding	4
Criminal Trespass to Residence	1
Criminal Damage to Property	1
Graduate Driver License	1
Possession of Tobacco by a Minor	3
Failure to Yield	1
Suspended D.L	1
Expired Registration	2
Theft – Felony	1



Coal City Police Department  
Weekly Summary of Activities  
Thursday 10-19-17 – Wednesday 10-25-17

During this period, there were 46 calls for service, 21 verbal warnings and 0 assist Grundy County Sheriff's Dept.

**Significant Incidents**

10-21-17 at 11:50 AM, police responded to a W. Chestnut St. for a stolen vehicle report. The complainant stated he had a modified jeep Cherokee parked next to his business. He went onto explain the rear axle locks up when turning the vehicle making it very difficult to drive. Police are continuing to investigate this incident and are reviewing security cameras for two nearby businesses.

10-23 at 1:46 AM, SRO Clark responded to the High School for a past tense fight. The offender received an administrative school punishment and was released into his stepfather's custody.

**Arrest Incidents**

Aggravated Battery	1
Resisting a P.O.	1
D.U.I.	2
Improper Lane Usage	1
Operating an Uninsured Motor Vehicle	3
Revoked D.L.	1
Violation of O.P.	1
Speeding	1
Expired Registration	1
Failure to Reduce Speed to Avoid an Accident	1
Unlawful Use of a Weapon	1
Illegal Transportation of Alcohol	1

Coal City Police Department  
Weekly Summary of Activities  
Thursday 10-26-17 – Wednesday 11-01-17

During this period, there were 46 calls for service, 21 verbal warnings and 0 assist Grundy County Sheriff's Dept.

**Significant Incidents**

10-26-17 at 7:48 PM, police responded to a S. Virginia St. residence for a remove subject call. The complainant stated she wanted her son's girlfriend removed. Police advised since the person is living at the residence we could not remove the subject, Police offered the resident civil options.

10-30-17 at 11:28 PM, police responded to a Coalfield Dr. residence for a past tense residential burglary. The complainant stated they were woke up by their dog barking. Police observed no forced entry and the side entry door was ajar. Several items including a cell phone, Apple watch and USC were among items taken. Police are continuing to investigate this incident.

**Arrest Incidents**

No Safety Sticker	1
Operating a Hand Held Device while Driving	4
Operating a Hand Held Device while Driving in a School Zone	1
Expired Registration	4
Speeding	7
Operating an Uninsured Motor Vehicle	4

**Total Calls**

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	109	119	105	50									383
Butterfield							8						8
Clark	5	39	17	22	23	17	12	7	31	18			191
Dillon	48	41	66	53	65	21	53	84	74	69			574
Ehrman	31	34	36	50	38	143	58						390
Harseim	90	85	79	73	65	17	47	82	54	46			638
Imhof	143	151	136	152	106	32	132	127	115	129			1223
Jones	124	110	121	124	83	67	98	117	93	111			1048
Kasher	97	83	138	102	95	31	78	151	111	129			1015
Logan	1	0						45	78	73			197
Moran	87	88	140	148	87	49	111	79	45	82			916
Paquette					3		2						5
Roach													
Shugart					4	78	63	41	53	35			274
<b>Total</b>	<b>735</b>	<b>750</b>	<b>838</b>	<b>774</b>	<b>569</b>	<b>455</b>	<b>662</b>	<b>733</b>	<b>654</b>	<b>692</b>			<b>6862</b>

**Calls Requiring a Report**

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	23	23	22	13									81
Butterfield							7						7
Clark	3	7	12	10	15	17	7	5	18	10			104
Dillon	44	16	32	21	37	21	15	36	27	15			264
Ehrman	19	19	18	29	21	13	34						153
Harseim	38	32	34	41	42	17	25	52	35	25			341
Imhof	76	44	64	63	52	32	61	60	71	59			582
Jones	54	44	64	50	43	67	39	59	49	51			520
Kasher	23	17	25	26	34	31	28	47	40	30			301
Logan	1	0						20	44	38			103
Moran	40	18	30	34	30	49	41	24	17	28			311
Paquette					1		2						3
Roach													
Shugart					2	48	34	30	20	21			155
<b>Total</b>	<b>321</b>	<b>220</b>	<b>301</b>	<b>287</b>	<b>277</b>	<b>295</b>	<b>293</b>	<b>333</b>	<b>321</b>	<b>277</b>			<b>2925</b>

**2016 Dispatched Calls**

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	18	21	13	10									62
Butterfield							4						4
Clark	1	3	4	6	15	10	3		8	5			55
Dillon	20	16	31	21	27	21	18	28	19	14			215
Ehrman	20	19	16	28	22	14	31						150
Harseim	26	12	25	28	31	13	16	22	23	17			213
Imhof	44	42	54	75	43	25	33	50	51	45			462
Jones	34	29	19	29	34	51	33	43	32	46			350
Kasher	20	10	20	21	22	15	11	28	33	21			201
Logan	1	0						14	30	30			75
Moran	19	10	17	26	22	20	27	20	12	12			185
Paquette					1		1						2
Roach													
Shugart					3	34	27	13	8	11			96
<b>Total</b>	<b>203</b>	<b>162</b>	<b>199</b>	<b>244</b>	<b>220</b>	<b>203</b>	<b>204</b>	<b>218</b>	<b>216</b>	<b>201</b>			<b>2070</b>

**Traffic Citations**

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	2	2	1										5
Butterfield			2										2
Clark									1				1
Dillon	1				1			3		1			6
Ehrman			2										2
Harseim	3	3			1			2	1				10
Imhof	43	18	13	12	15	12	24	18	16	21			192
Jones	21	22	16	25	13	33	16	31	22	26			225
Kasher		4		2	2	2		1	4	7			22
Logan									4	5			9
Moran	6	2	1	2	9	20	13		3	11			67
Paquette													
Roach													
Shugart													
<b>Total</b>	<b>76</b>	<b>51</b>	<b>35</b>	<b>41</b>	<b>41</b>	<b>67</b>	<b>53</b>	<b>55</b>	<b>51</b>	<b>71</b>			<b>541</b>

**Criminal Charges**

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde													
Butterfield													
Clark									2				2
Dillon	1					1		2	1	2			7
Ehrman													
Harseim	3	2			1		3						9
Imhof	6	1	4	2	1	2	6	1	4	4			31
Jones	3		2	2	1	1	1	1	1	2			14
Kasher			1		4	2		4	1	6			18
Logan										4			4
Moran	3		2	3		2	1	1		1			13
Paquette													
Roach													
Shugart							3						3
<b>Total</b>	<b>16</b>	<b>4</b>	<b>8</b>	<b>7</b>	<b>7</b>	<b>8</b>	<b>14</b>	<b>9</b>	<b>9</b>	<b>19</b>			<b>101</b>

**Traffic Crashes**

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	2												2
Butterfield													
Clark						1							1
Dillon	2	1	2	2	1	1		1					10
Ehrman			1		1		1						3
Harseim					3			1	2				6
Imhof	5	3	1	2	2		2	4		2			21
Jones	1	2	1	3	1	1	5	1	5		8		27
Kasher				1		1			2	2			6
Logan									2				5
Moran	1	1	1	1	1								5
Paquette													
Roach													
Shugart													
<b>Total</b>	<b>11</b>	<b>7</b>	<b>6</b>	<b>9</b>	<b>9</b>	<b>8</b>	<b>4</b>	<b>11</b>	<b>6</b>	<b>15</b>			<b>86</b>



**Verbal Warnings**

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	2	5	7	1									15
Butterfield													
Clark						3		1					4
Dillon	5	4	4	2	4	4	7	9	6	7			52
Ehrman	2	5	2	2	2	3	5						21
Harseim	10	6	5	2	2	9	2	3	2	4			45
Imhof	26	36	27	25	12	6	27	21	20	20			220
Jones	45	33	35	23	25	47	33	24	18	27			310
Kasher	4	10	5	3	2	4	2	11	3	5			49
Logan								12	10	14			36
Moran	3			2		5	4	4	1	3			22
Paquette													
Roach													
Shugart						1					1		3
<b>Total</b>	<b>97</b>	<b>99</b>	<b>85</b>	<b>60</b>	<b>47</b>	<b>82</b>	<b>80</b>	<b>86</b>	<b>60</b>	<b>81</b>			<b>777</b>

D.U.I.

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde													
Butterfield													
Clark													
Dillon													
Ehrman													
Harseim													
Imhof			1			1				1			3
Jones													
Kasher							1		1	1			3
Logan										1			1
Moran													
Paquette													
Roach													
Shugart													
<b>Total</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>3</b>			<b>7</b>

P-Tickets

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde													
Butterfield													
Clark													
Dillon				1									1
Ehrman													
Harseim				1	1	2	1						5
Imhof	5	1	2	2		1		2	2	1	3		17
Jones	5	4	1		2	1	1	2	2	1			17
Kasher			2		1	2	3	1			1		10
Logan								3			2		5
Moran					1	1		1					4
Paquette													
Roach													
Shugart													
<b>Total</b>	<b>10</b>	<b>6</b>	<b>5</b>	<b>4</b>	<b>5</b>	<b>7</b>	<b>5</b>	<b>9</b>	<b>2</b>	<b>6</b>			<b>59</b>