

COAL CITY VILLAGE BOARD MEETING

**TUESDAY
MARCH 21, 2017
7 P.M.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes:

March 6, 2017	Budget Meeting
March 8, 2017	Budget Meeting
March 8, 2018	Board Meeting
4. Approval of Warrant List
5. Public Comment
6. Ordinance 17-06

Variance Request
655 E. Fourth Street
Grundy-Three Rivers Habitat for Humanity

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 21, 2017

RE: 655 E FOURTH STREET HABITAT FOR HUMANITY PROJECT

The new owners of the vacant lot at 655 E. Fourth Street, Habitat for Humanity, would like to gain a variance for the front yard, which faces north to allow the setback to be 21' instead of the prescribed 25' setback. This 4' variance to the front yard is necessary due to the Habitat's method of utilizing housing prints on multiple occasions to expedite buildout of the property for the new home owners, lessen the overall cost of construction as well as cost of operation and maintenance in the future. While the matter had been presented previously, the original notice did not provide the proper public hearing causing the matter to be re-noticed to adjacent neighbors once again.

The house is located next to a home that has a residence within the Village's public right of way, which results in the adjacent neighbor possessing much less setback than the 4' variance being requested. This matter is scheduled for Public Hearing at the March 20th Planning & Zoning Board Meeting. This matter was previously a matter of a public presentation awaiting final public notice and is anticipated to be recommended to the Village Board. Final Findings of Fact have been withheld awaiting their recommendation. Should the petition follow as was presented, it is expected to be a unanimous recommendation from the Planning & Zoning Board.

Recommendation:

Adopt Ordinance No. _____: Allowing a Variance form the Front Yard Setback at 655 E. Fourth street of four feet.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Grundy-Three Rivers Habitat for Humanity, Inc.

Address: 105 E. MAIN STREET Suite 2021 MORRIS, IL 60450 Phone number: 815-942-1452

Owner represented by: Self Attorney N/A

Contract purchaser N/A Other agent N/A

Agents name N/A Phone number: N/A

Address: N/A

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

East Residential West Residential

What zoning change or variance (specify) Section 156.073 of the Zoning Code requires a minimum front yard depth of 25 feet. The applicant is seeking a variation from these requirements to have a minimum front yard depth of 21 feet. (a reduction of 4 feet) The variance is the minimum variance that would make possible the reasonable use of the property.

To allow what use Building a new house/new construction

Tax number of subject property: PIN 06-35-332-014

Common address of property: 655 EASTFOURTH STREET

Parcel dimensions: 70' x 80' Lot area (sq. ft.) 5600

Street frontage _____

Legal description The WEST 70.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOTS 1, 4 AND THE NORTH HALF OF LOT 5 IN BLOCK 1, ALL IN THE VILLAGE OF SUFFERN, IN SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

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.

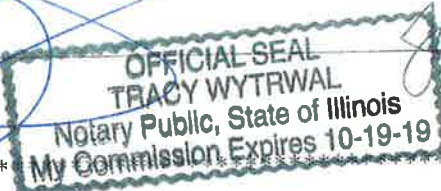
I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Julie Wilkinson, President, being first duly sworn, on oath deposes and says,
Applicant's Name Julie Wilkinson

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

Subscribed and sworn before me on this 13 day of January 2017

[Signature]
Notary Public (Seal)



Julie A. Wilkinson, President
Signature of Owner

You may attach additional pages, if needed, to support the documentation of application.
Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-277</u>	Location of hearing	
Filing date	<u>1-13-17</u>	Village Hall	
Hearing date	<u>2-20-17</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

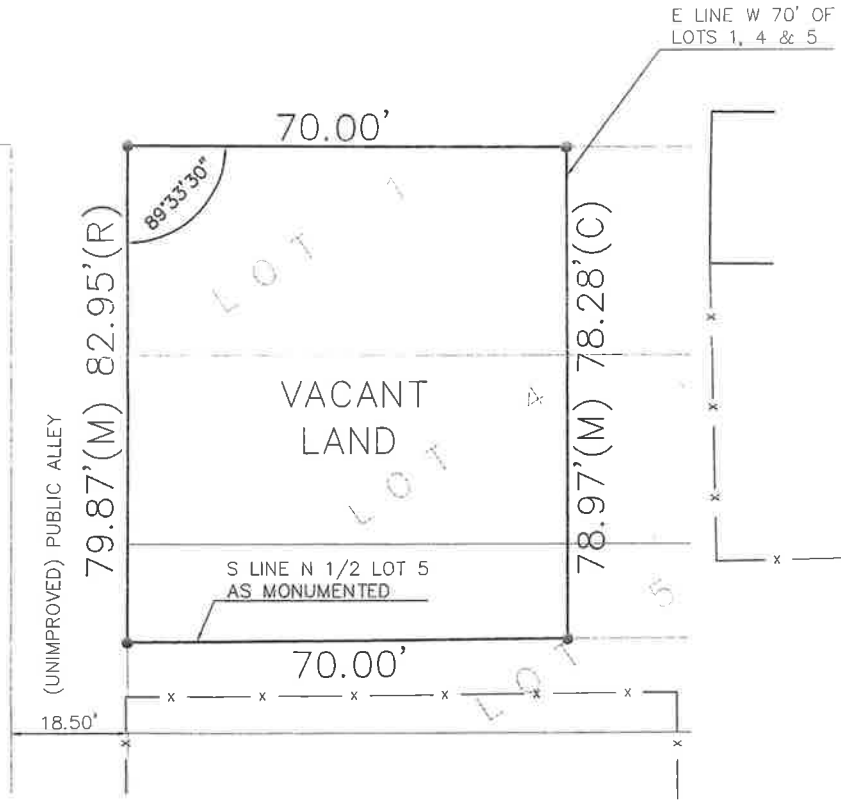


PLAT OF SURVEY
MORRISON SURVEYING CO., INC.
 2710 N IL Rt 47, Morris, Illinois 60450
 Phone (815) 942-2620 of FAX (815) 941-2620



THE WEST 70.00 FEET OF THE FOLLOWING DESCRIBED PARCEL: LOTS 1, 4 AND THE NORTH HALF OF LOT 5, IN BLOCK 1, ALL IN THE VILLAGE OF SUFFERN, IN SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

c.k.a. 655 E. Fourth Street, Coal City, Illinois.



LEGEND



ASPHALT



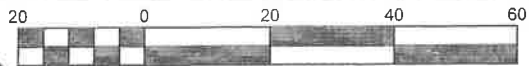
CONCRETE

- x — FENCE LINE
- FOUND IRON ROD
- (C) CALCULATED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION

State of Illinois
 County of Grundy } s.s.

We, MORRISON SURVEYING CO INC., (PDF License #184-003915) do hereby certify that we have surveyed the property described in the caption to the plat hereon drawn and that this professional service conforms to the current Illinois minimum standards for a boundary survey. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 65 degrees farenheight. Dimensions shown on buildings are to the outside of buildings. Given under my hand and seal at Morris, Illinois. Date: 01/06/17

ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 35-3735 License Expires 11/30/18



Scale 1" = 20'

Compare All Dimensions Before Building And Report Any Discrepancies At Once. For Building lines, Easements and other restrictions not shown hereon refer to your Deed, Title Policy, Zoning ordinance, ETC...

ORDERED BY: JOHN LATIMER
 SCALE: 1" = 20' ORDER NO. 4141

Responses to Table 25: Approval Criteria for Variances

Zoning Case #ZA-277

- (1) **Special Circumstances Not Found Elsewhere.** Not applicable
- (2) **Not Resulting from Application Action.** This property was purchased based on the information we had at the time that there was sufficient space to construct a home similar to other Habitat for Humanity homes built previously in the City of Morris. Those homes had been discussed at a meeting with Village President, Terry Halliday, Building and Zoning Official, Bob Malone, and Public Works Superintendent, Darrell Olson, along with Jason Helland, John Latimer and Greg Nadess from Grundy three Rivers Habitat for Humanity prior to purchasing the lot at 655 E. Fourth St., Coal City. At the time we did not have the exact dimensions and setbacks of the lot. The only drawings of the lot we had, which were provided by the village, were aerial views showing 1728 Sq. ft. of building area after accounting for front and rear yard setbacks. The home to be built has a 1232 Sq. Ft footprint of living space plus porch area. The assumption was that the home to be built would be allowed on this lot. (Copy of aerial drawing is attached)
- (3) **Unnecessary Hardship.** Habitat does not have any house plans available that would have a depth of less than 28' that would work on this lot. Nor can we shrink the necessary sq. footage to make a three bedroom home needed for the family we are building for, the Glen & Beth Hill family. Habitat's homes are simple, basic homes, with minimal frills.
- (4) **Preserves Rights Conferred by the District.** The area of the Village of Coal City that this home is being built in, is an older District with many homes similar to the Habitat home being built on this lot. There is a wide variety of smaller and larger homes with a variation of setbacks. Most of the homes in this district were built when there were no consistent zoning requirements.
- (5) **Necessary Use of the Property.** Failure to grant the variance on the front yard setback will deprive Habitat for Humanity the ability to build a house on this property for the Hill family. The type and size of home Habitat builds is equivalent to homes of other property owners in the immediate neighborhood of the lot at 655 E. Fourth St.
- (6) **Consistency with the Local Area and the Comprehensive Plan.** The home to be built on this lot is consistent with many other homes in the area and with adjacent homes to the property. We believe that granting of the variance requested would be completely consistent with The Comprehensive Plan for this area of the Village.
- (7) **Minimum Variance Recommended.** The variance requested for the front yard setback of a maximum of 21 feet from the normal 25 foot front yard setback will allow the home to be built while maintaining all of the other required setbacks which are: 30 foot rear yard setback and a minimum side yard setback of 10 percent of the lot width, which is 7 feet on each side.

John Latimer
GTRHFH Board Member and Construction Manager

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, JOHN P. LATIMER, 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- 277, 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:

- ① Philip + Elaine Middleton 645 E. Fourth Street Coal City, IL 60416
- ② Ricky Taylor, JR. 24146 South Burr Road Channahon, IL 60410
- ③ John + Leslie Kloski 440 North Mary Street Coal City, IL 60416
- ④ CRAIG FRILIS 640 EAST FOURTH STREET Coal City, IL 60416
- ⑤ CLARENCE + DEB Rolando 420 North First Avenue 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.

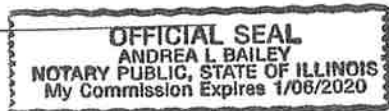
John P. Latimer

Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me, this 13th day of January, 2017.

Andrea L. Bailey

Notary Public



COAL CITY GIS

POLE







THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR FRONT
YARD SETBACK REQUIREMENTS AT 655 E. FOURTH STREET**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
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 GRANTING A VARIANCE TO THE ZONING CODE FOR FRONT YARD SETBACK REQUIREMENTS AT 655 E. FOURTH STREET

WHEREAS, an application for variances from Section 156-73 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Grundy – Three Rivers Habitat for Humanity, Inc. (“applicant”) on January 13, 2017 for changes to the front yard setback due to the placement of the new structure on the available lot; and

WHEREAS, Section 156-73 requires a minimum front yard depth of 25 feet, the applicant is seeking a variation from these requirements to have a minimum front yard setback of 21 feet (reduction of 4 feet); and

WHEREAS, a public hearing was noticed and duly held on March 20, 2017, subsequent to the public hearing, the Zoning Board of Appeals positively recommended to the Board of Trustees the petition to include a variance from the requisite front yard setback within the RS-3 zoning district; and

WHEREAS, Section 156-250 permits the Village Board to approve variations from the Zoning Code and section 156-230 provides for Conditional Uses; 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 the following regarding the petitioner’s request for a front yard variance:

A. **TO BE DETERMINED & RECOMMENDED BY THE PLAN & ZONING BOARD.**

Section 3. Description of the Property. The property is located at 655 East Fourth Street in the Village of Coal City within an RS-3 District. The legal descriptions for the properties are as follows:

West 70 feet of the following described parcel: Lot 1, 4, and all of the north half of lot 5 in Block 1, all in the village of Suffern, section 35, township 33 north, range 8 east of the principal

meridian, Grundy County, Illinois.

Section 4. Public Hearing. A public hearing was advertised on _____, 201 in the Coal City Courant and held by the Zoning Board of Appeals on March 20, 2017, at which time the Board recommended the petition for approval by the Board of Trustees.

Section 5. Variance. The variation requested in the January 13, 2017 Variance Application to Section 156-73 of the Zoning Code shall reduce the front yard setback from 25 feet to 21 feet.

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

- A. The construction of the new improvement shall be consistent with the information previously submitted and according to the presentations to the Planning & Zoning Board Meeting of March 20, 2017.

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

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

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

SO ORDAINED this _____ day of _____, 2017, 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: March 21, 2017

RE: TESTA/HEAVENS SUBDIVISION AT SW CORNER OF GORDON & DEWITT

Currently, the southwest corner of Gordon & DeWitt has three houses located on one lot of record. The owners of the homes, who are all within the same family, would like to subdivide the homes to create three separate lots assigned to each of the houses. The petitioners properly prepared plats of survey in order to get the subdivision recorded, however, the lots will not meet the minimum lot standards – Both of the DeWitt properties shall not meet the minimum lot width of 60’ and the lot on Gordon shall have less depth than the required 120.’

This matter is scheduled for Public Hearing at the March 20th Planning & Zoning Board Meeting. This matter was previously a matter of a public presentation awaiting final public notice and is anticipated to be recommended to the Village Board. Final Findings of Fact have been withheld awaiting their recommendation. Should the petition follow as was presented, it is expected to be a unanimous recommendation from the Planning & Zoning Board.

Recommendation:

Adopt Ordinance No. _____: Allowing a Variance at the subdivision to assign lots at 185 Gordon, 160 DeWitt, and 170 DeWitt.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Patricia Festa, Gerald Heavens and John Heavens

% Patricia Festa
Address: 1972 E Chilton Dr. Tempe AZ 85283 Phone number: (480) 980-5931

Owner represented by: Self _____ Attorney Charles L Schmidt

Contract purchaser _____ Other agent _____

Attorney
Agents name Charles L Schmidt Phone number: (815) 942-0701

Address: 117 W. Washington St. Morris IL 60450

Existing zoning: RS-3 Use of surrounding properties: North RS-3 South RS-3

East RS-3 West RS-3

What zoning change or variance: (specify) Applicants request a variance from the

villages 60' lot width requirement for 185 Gordon Ave, and 170 DeWitt.
Applicants also request a variance of the lot depth requirement from 120'
to 118 feet for 185 Gordon.

To allow what use Applicants' property has three homes on one parcel. Applicants'
family has owned since 1920s. Applicants want to divide property so each home is on
its own lot

Tax number of subject property: 09-03-228-006

Common address of property: 185 Gordon, 160 Dewitt and 170 Dewitt

Parcel dimensions: see attached surveys (3) Lot area (sq. ft.) _____

Street frontage _____

Legal description see attached surveys

Survey for each home after proposed division is attached.

In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Patricia Testa 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 27 day of January, 2017
[Signature] Patricia Testa
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. 3

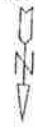
FOR OFFICE USE ONLY

Case number	<u>ZA-278</u>	Location of hearing	
Filing date	<u>2-14-17</u>	Village Hall	
Hearing date	<u>3-20-17</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

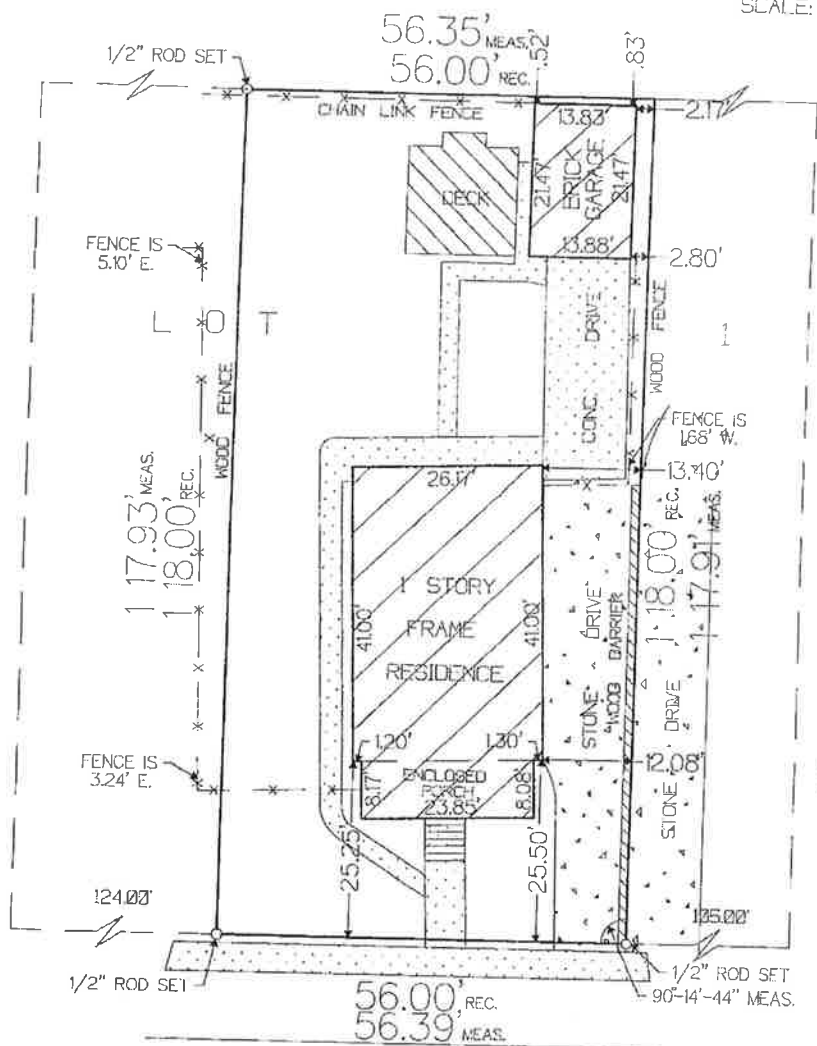
PLAT OF SURVEY

LOT 1, (EXCEPT THE EAST 124.00 FEET THEREOF, AND ALSO EXCEPT THE WEST 105.00 FEET THEREOF), IN BLOCK 7 IN BUCHANAN'S ADDITION TO COAL CITY, ILLINOIS AS SHOWN BY THE PLAT OF BUCHANAN'S ADDITION RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS ON NOVEMBER 5, 1853 IN BOOK "B" OF PLATS AT PAGE 27, ALL IN GRUNDY COUNTY, ILLINOIS.

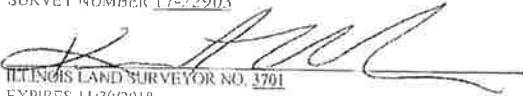
185 GORDON AVENUE
COAL CITY, IL



SCALE: 0' 10' 20'



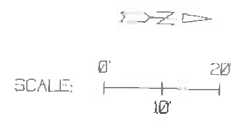
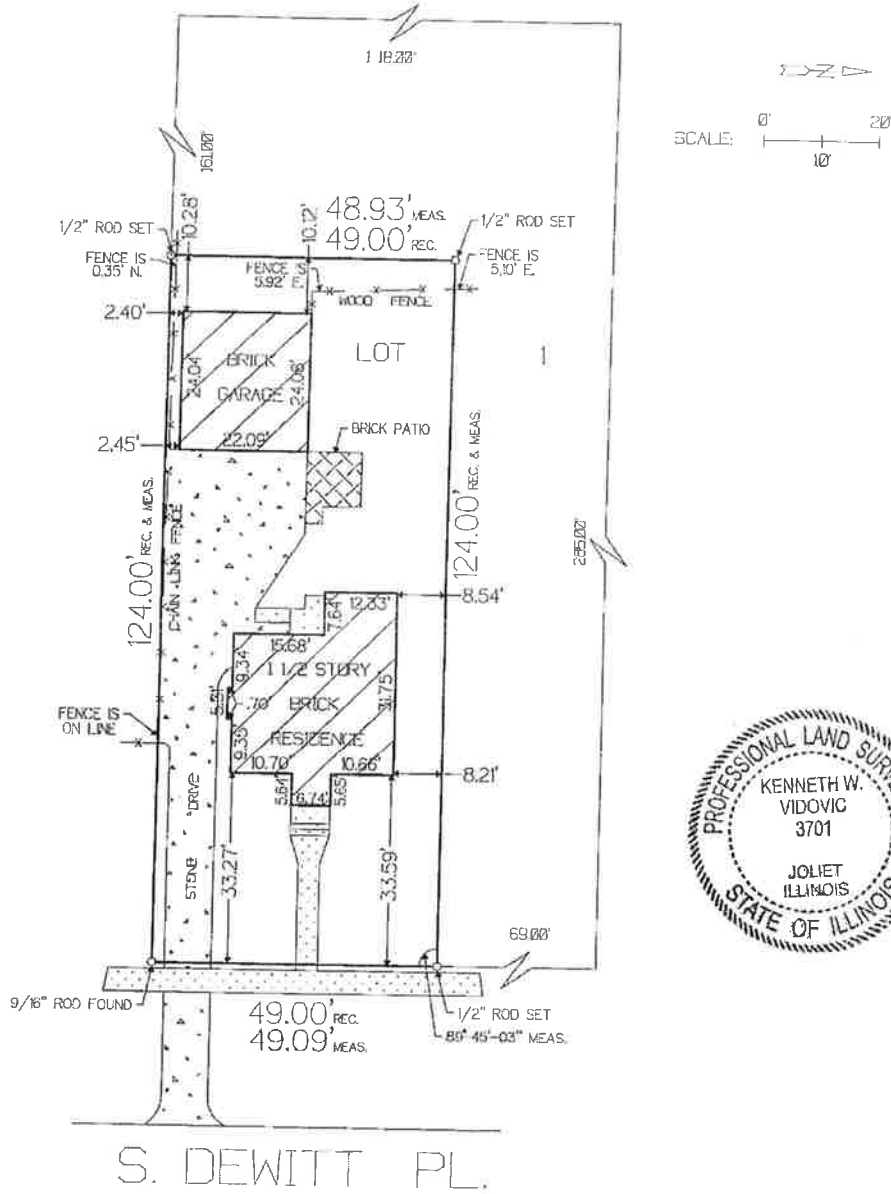
GORDON AVE.

<p>COMMUNITY SURVEY INC. 81 N. CHICAGO STREET, SUITE 207 JOLIET, IL 60432 (815) 722-9005 (815) 722-9019 - fax EMAIL: kvcommunitysurvey@aol.net DESIGN FIRM NO. 184-002899 CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.</p>	<p>WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR <u>PATTY TESTA</u> UNDER MY HAND AND SEAL ON THIS 30TH DAY OF JANUARY 2017. FIELD WORK 1/9/2017 REVISED FOR CHANGE IN LEGAL DESCRIPTION 1/16/17 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY SURVEY NUMBER 17-22903  ILLINOIS LAND SURVEYOR NO. 3701 EXPIRES 11/30/2018</p>
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PLAT OF SURVEY

THE EAST 124.00 FEET OF LOT 1, (EXCEPT THE NORTH 69.00 FEET THEREOF), IN BLOCK 7 IN BUCHANAN'S ADDITION TO COAL CITY, ILLINOIS AS SHOWN BY THE PLAT OF BUCHANAN'S ADDITION RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS ON NOVEMBER 5, 1883 IN BOOK "B" OF PLATS AT PAGE 27, ALL IN GRUNDY COUNTY, ILLINOIS.

170 DEWITT PLACE
COAL CITY, IL

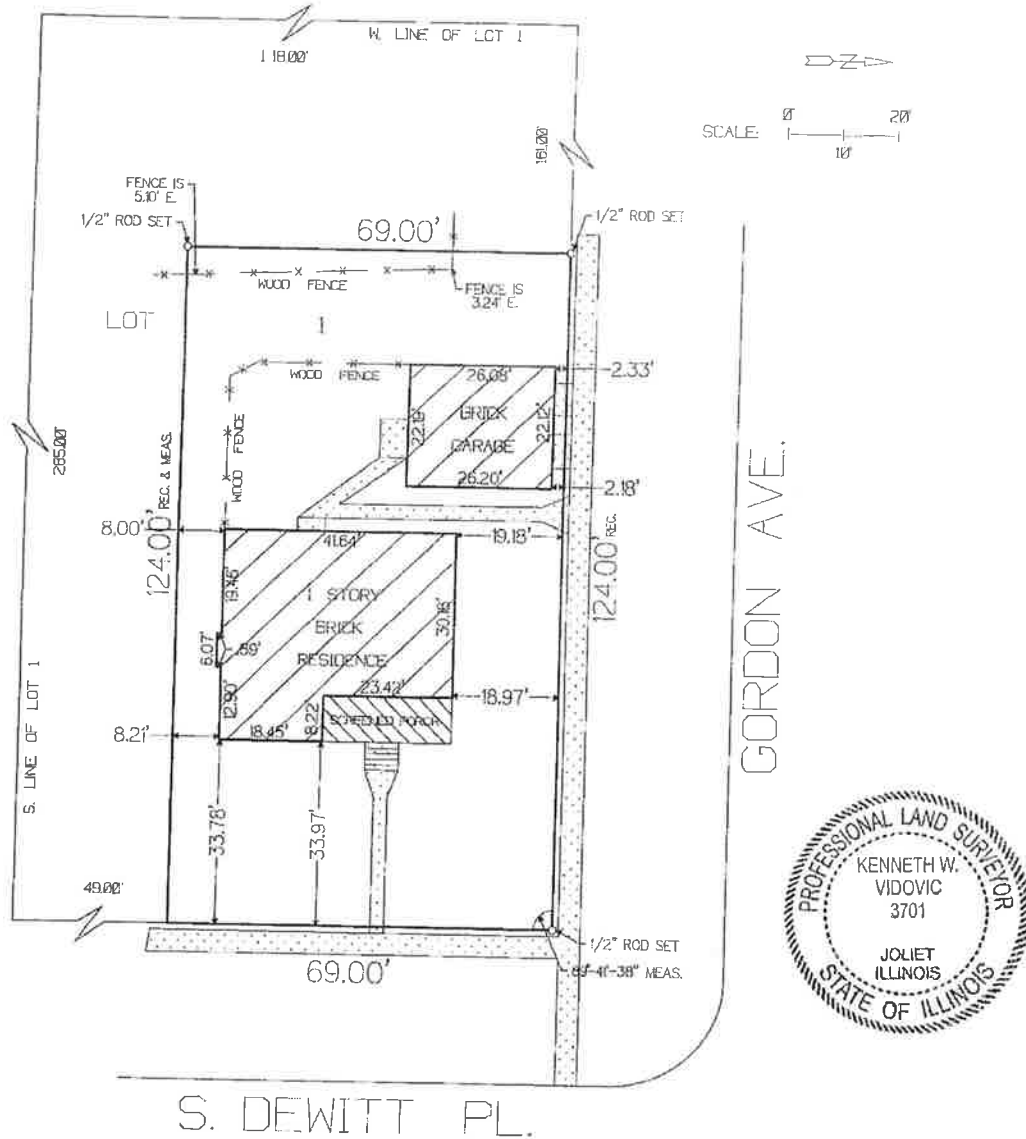


<p>COMMUNITY SURVEY INC. 81 N. CHICAGO STREET, SUITE 207 JOLIET, IL 60432</p> <p>(815) 722-9005 (815) 722-9019 - fax EMAIL: kvcommunitysurvey@att.net</p> <p>DESIGN FIRM NO. 184-002899</p> <p>CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.</p>	<p>WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR <u>PATTY TESTA</u> UNDER MY HAND AND SEAL ON THIS 10TH DAY OF JANUARY 2017. FIELD WORK 1/9/2017 REVISED FOR CHANGE IN LEGAL DESCRIPTION 1/16/17 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.</p> <p>SURVEY NUMBER <u>17-22902</u></p> <p><i>Kenneth W. Vidovic</i> ILLINOIS LAND SURVEYOR NO. 3701 EXPIRES 11/30/2018</p>
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PLAT OF SURVEY

THE NORTH 69.00 FEET OF THE EAST 124 FEET OF LOT 1 IN BLOCK 7 IN BUCHANAN'S ADDITION TO COAL CITY, ILLINOIS AS SHOWN BY THE PLAT OF BUCHANAN'S ADDITION RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS ON NOVEMBER 5, 1883 IN BOOK "B" OF PLATS AT PAGE 27, ALL IN GRUNDY COUNTY, ILLINOIS

160 DEWITT PLACE
COAL CITY, IL.



<p>COMMUNITY SURVEY INC. 81 N. CHICAGO STREET, SUITE 207 JOLIET, IL 60432</p> <p>(815) 722-9005 (815) 722-9019 - fax EMAIL: kvcommunitysurvey@att.net</p> <p>DESIGN FIRM NO. 184-002899</p> <p>CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY COMPARE POINTS BEFORE BUILDING.</p>	<p>WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR <u>PATTY TESTA</u> UNDER MY HAND AND SEAL ON THIS 10TH DAY OF JANUARY 2017 FIELD WORK 1/9/2017 REVISED FOR CHANGE IN LEGAL DESCRIPTION 1/16/17 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.</p> <p>SURVEY NUMBER <u>16-22750</u></p> <p><i>Kenneth W. Vidovic</i> ILLINOIS LAND SURVEYOR NO. <u>3701</u> EXPIRES 11/30/2018</p>
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AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Gerald Heavens, 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-278, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:

SEE ATTACHED "CERTIFICATE OF SERVICE" DATED 2/15/17

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.

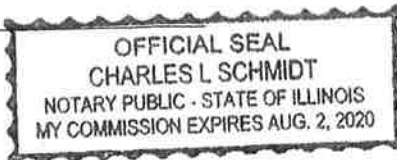
Gerald Heavens

Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me,
this 6th day of March, 2017.

Charles L. Schmidt

Notary Public



BEFORE THE COAL CITY ZONING BOARD OF APPEALS
COAL CITY, ILLINOIS

In the matter of:
Application for Variance

ZA-278

Patricia Testa, Gerald Heavens,
and John Heavens,
Petitioners.

CERTIFICATE OF SERVICE

William and Karen Wilson, 178 S. DeWitt, Coal City, IL 60416; Return receipt 7015 0640 0006 1940 3080

Gordon Bleifield, 205 W. Gordon, Coal City, IL 60416; Return receipt 7015 0640 0006 1940 3097

Jean Weisman, 145 W. Gordon, Coal City, IL 60416; Return receipt 7015 0640 0006 1940 3103

George Strahan and Mary Swartz, 140 S. DeWitt, Coal City, IL 60416; Return receipt 7015 0640 0006 1940 3110

Tami Zingre, 170 W. Gordon, Coal City, IL 60416; Mail to: 8845 Kimball Court, Newark, IL 60541 Return receipt 7105 0640 0006 1940 3158

John and Karen Broncato, 180 W. Gordon, Col City, IL 60416; mail to: 721 Daisy Place, Coal City, IL 60416 Return receipt 7015 0640 0006 1940 3165

Jean Leranger, 190 W. Gordon, Coal City, IL 60416; 7015 0640 0006 1940 3141

Under penalties as provided by Section 1-109 of the Code of Civil Procedure, the undersigned hereby certifies that a copy of the Notice of Hearing, and Coal City Zoning Application were sent by certified mail to the owners of record of affected and adjacent property owners, by certified mail, at the addresses above by enclosing the same in an envelope, postage prepaid, and by depositing said envelopes in a U.S. Post Office Mailbox in Morris, Illinois.

On the 15th day of February, 2017.



Charles L. Schmidt

Law Office of Charles L. Schmidt, Ltd.
117 West Washington Street
Morris, Illinois 60450
(815) 942-0701

BEFORE THE ZONING BOARD OF APPEALS
COAL CITY, ILLINOIS

In the matter of:
Application for Variance

ZA-278

Patricia Testa, Gerald Heavens,
and John Heavens,
Petitioners.

APPROVAL CRITERIA FOR VARIANCE

1. Special Circumstances Not Found Elsewhere

The subject property is unique in that it was purchased by the applicants' family in the 1920s and the family built three homes on the property at a time before the current setback requirements were in place. The applicants now desire to divide the property so that each home is on its own lot. The variances requested are relatively minor, and not inconsistent with lot sizes for surrounding homes.

2. Not Resulting from Application Action

Applicants inherited the property in its current configuration, and did not create the current circumstances.

3. Unnecessary Hardship

The variance sought is necessary to avoid hardship. Under current banking regulations, a buyer would not be able to obtain financing for the property as a single family residence, because there is more than one home on the lot. A sale of the homes to separate individual homeowners would also benefit the neighborhood by encouraging individual home ownership rather than tenant occupancy.

4. Preserves Rights Conferred by the District

Granting the variance would not confer a special benefit on the applicants, because the variances requested are consistent with surrounding lot sizes. Lots across the street are 50 feet wide. The lot across the street on DeWitt is 55 feet wide. The two lots immediately adjacent to the subject property are 55 feet and 35 feet wide.

5. Necessary for Use of the Property

Failure to pass the variance would deprive the applicants of the use the houses as separate single family homes, and render the property only suitable for rentals.

6. Consistency with Local Area and the Comprehensive Plan

Granting the variance would be consistent with the lot sizes of surrounding properties, and allowing three lots each with its own home is consistent with current land usage in the neighborhood.

7. Minimum Variance Recommended

Applicants were careful to separate the property in a way which minimized the required variance. There is no other way to divide the property that would reduce the amount of variance.

Patti Testa, Gerald Heavens, and John Heavens,

By:



Charles L. Schmidt
Attorney for variance applicants
117 W. Washington Street
Morris, IL 60450
(815) 942-0701

BEFORE THE ZONING BOARD OF APPEALS
COAL CITY, ILLINOIS

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Patti Testa, Gerald Heavens, and John Heavens,

By:



Charles L. Schmidt
Attorney for variance applicants
117 W. Washington Street
Morris, IL 60450
(815) 942-0701

Responses to Table 25: Approval Criteria for Variances

Zoning Case #ZA-277

- (1) **Special Circumstances Not Found Elsewhere.** Not applicable
- (2) **Not Resulting from Application Action.** This property was purchased based on the information we had at the time that there was sufficient space to construct a home similar to other Habitat for Humanity homes built previously in the City of Morris. Those homes had been discussed at a meeting with Village President, Terry Halliday, Building and Zoning Official, Bob Malone, and Public Works Superintendent, Darrell Olson, along with Jason Helland, John Latimer and Greg Nadess from Grundy three Rivers Habitat for Humanity prior to purchasing the lot at 655 E. Fourth St., Coal City. At the time we did not have the exact dimensions and setbacks of the lot. The only drawings of the lot we had, which were provided by the village, were aerial views showing 1728 Sq. ft. of building area after accounting for front and rear yard setbacks. The home to be built has a 1232 Sq. Ft footprint of living space plus porch area. The assumption was that the home to be built would be allowed on this lot. (Copy of aerial drawing is attached)
- (3) **Unnecessary Hardship.** Habitat does not have any house plans available that would have a depth of less than 28' that would work on this lot. Nor can we shrink the necessary sq. footage to make a three bedroom home needed for the family we are building for, the Glen & Beth Hill family. Habitat's homes are simple, basic homes, with minimal frills.
- (4) **Preserves Rights Conferred by the District.** The area of the Village of Coal City that this home is being built in, is an older District with many homes similar to the Habitat home being built on this lot. There is a wide variety of smaller and larger homes with a variation of setbacks. Most of the homes in this district were built when there were no consistent zoning requirements.
- (5) **Necessary Use of the Property.** Failure to grant the variance on the front yard setback will deprive Habitat for Humanity the ability to build a house on this property for the Hill family. The type and size of home Habitat builds is equivalent to homes of other property owners in the immediate neighborhood of the lot at 655 E. Fourth St.
- (6) **Consistency with the Local Area and the Comprehensive Plan.** The home to be built on this lot is consistent with many other homes in the area and with adjacent homes to the property. We believe that granting of the variance requested would be completely consistent with The Comprehensive Plan for this area of the Village.
- (7) **Minimum Variance Recommended.** The variance requested for the front yard setback of a maximum of 21 feet from the normal 25 foot front yard setback will allow the home to be built while maintaining all of the other required setbacks which are: 30 foot rear yard setback and a minimum side yard setback of 10 percent of the lot width, which is 7 feet on each side.

John Latimer
GTRHFH Board Member and Construction Manager

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE MINIMUM LOT STANDARDS
FOR THE HEAVANS/TESTA SUBDIVISION AT THE SOUTHWEST CORNER OF
GORDON AND DEWITT STREETS**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
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 GRANTING A VARIANCE TO THE MINIMUM LOT STANDARDS FOR THE HEAVANS/TESTA SUBDIVISION AT THE SOUTHWEST CORNER OF GORDON AND DEWITT STREETS

WHEREAS, an application for variances from Section 156-73 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Patricia Testa, Gerald Heavens, and John Heavens (“applicant”) on February 14, 2017 for changes to the minimum lot standards due to the subdivision of the current lot into three new lots; and

WHEREAS, Section 156-73 requires a minimum lot to be at least 80’ wide by 120’ deep and the applicant is seeking a variation from these requirements due to the existing lot containing three residential units, which were built prior to the minimum lot standards and each new lot shall not meet this standard; and

WHEREAS, the newly created lot at 185 Gordon shall possess a width of 56’ and a depth of 118’ and the newly created lot at 160 DeWitt Place shall have a width of 69’ and a depth of 124’ and the newly created lot at 170 DeWitt Place shall possess a width of 49’ and a depth of 124’; and

WHEREAS, a public hearing was noticed and duly held on March 20, 2017, subsequent to the public hearing, the Zoning Board of Appeals positively recommended to the Board of Trustees the petition to include a variance from the requisite minimum lot sizes within the RS-3 zoning district; and

WHEREAS, Section 156-250 permits the Village Board to approve variations from the Zoning Code and section 156-230 provides for Conditional Uses; 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 the following regarding the petitioner’s request for a front yard variance:

A. **TO BE DETERMINED & RECOMMENDED BY THE PLAN & ZONING BOARD.**

Section 3. Description of the Property. The properties are currently improved upon the

same lot 7 within Buchanan’s Addition to Coal City and are commonly known as 185 Gordon, 160 DeWitt place, and 170 DeWitt Place, which surveys have all been attached..

Section 4. Public Hearing. A public hearing was advertised on _____, 2017 in the Coal City Courant and held by the Zoning Board of Appeals on March 20, 2017, at which time the Board recommended the petition for approval by the Board of Trustees.

Section 5. Variance. The variation requested in the February 14, 2017 Variance Application to Section 156-73 of the Zoning Code shall reduce the front yard setback as necessary for each newly created lot.

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

- A. The construction of the new improvement shall be consistent with the information previously submitted and according to the presentations to the Planning & Zoning Board Meeting of March 20, 2017.

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

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

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

SO ORDAINED this _____ day of _____, 2017, 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: March 21, 2017

RE: ANNUAL BUDGET ADOPTION PROPOSAL

The Village Board has been working with the village's staff leaders upon the adoption of the annual fiscal budget. A number of budget hearings over the past few weeks have been conducted; their purpose is to consider budget expenditures to be made over the next fiscal year, which runs from May 1st until April 30th. Attached are two items for the Board's consideration – they include:

- 1.) The Preliminary FY18 Budget Adoption Ordinance (with the proposed expenditures and revenues attached)
- 2.) The Proposed FY18 Budget Cover Memo (which was provided with the Proposed Budget)

The purpose of the Preliminary Ordinance is to announce a budget has been proposed and is available for review is anyone from the public is interested in obtaining a copy prior to its adoption.

Recommendation:

Read the Preliminary Ordinance and set the Ordinance for Adoption on April 12, 2017.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matt Fritz, Village Administrator

DATE: March 3, 2017

RE: **FY18 PROPOSED BUDGET**

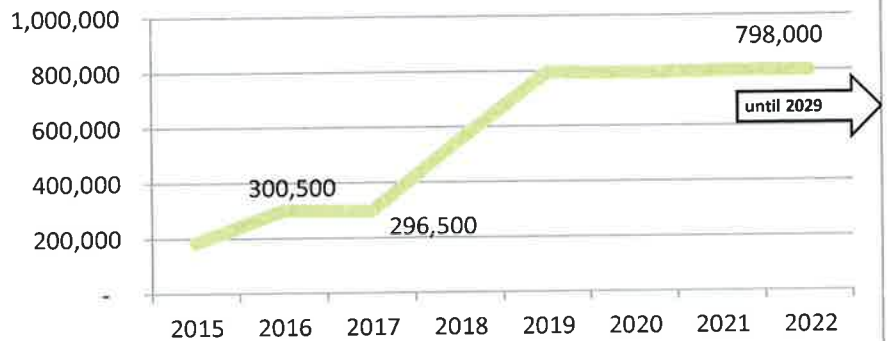
The budget as is currently constructed would result in deficit if 100% of the budgeted programmatic expenses are expended in the upcoming year. Prior to the adoption of the FY18 Budget, the Board shall meet with department heads and determine the best course of action concerning some of the programmatic needs and proposals. In addition, the Board shall consider the FY17 Budget Amendment Ordinance to ensure the General Fund shall possess \$1.2 million in reserves by year's end. While the Water/Sewer Committee previously met and considered the adoption of a 4.85% increase for the cost of water and sewer rates, the Board must adopt a final rate consideration following consideration of the FY18 Budget. The FY18 Proposed Budget is included within binders with the annual planned program expenditures; below is a summary of the major items to consider and look for as you review each of the programs across all of the funds.

FY18 Proposed Budget Discussion Items

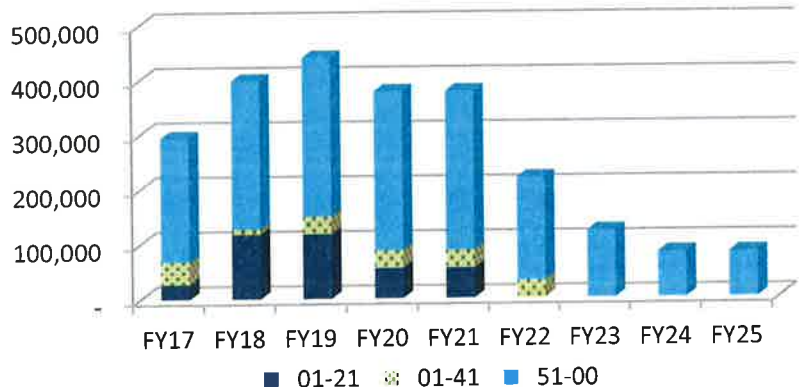
General Discussion

While the long-term cost of the 6-22 Tornado is known to be \$6.3 million, the effects of the capital expenditure are becoming apparent as the Village Board considered its annual tax levy in December of each year. To date, the levy has increased from approximately \$185,000 upwards to about \$300,000 in the current fiscal year. This amount shall climb to approximately \$800,000 within two years' time. This long-term expense, planned to be paid off by the 2029 levy year, is squeezing available capital and causing short-term debt to increase. In order to afford the operational expenditures to fund the repayment of this debt,

Tornado Project Bond Repayment Schedule



Scheduled Short-term Debt Payments



current payments are increasing as more replacement infrastructure is necessary. A large portion – 38% in FY18 is due to the water meter replacement payment which continues until FY21. The communications upgrade payment results in (which also lasts through FY21) doubles the amount that had been planned for 01-21 short-term debt contributions. Although the obligations have yet to be made, it is expected the FY19 – FY21 total short-term contribution is expected to be the total amount obligated on an annual basis for some type of vehicle repair and/or small scale project.

The income replacement expenditures that had been planned from the Tornado Project were utilized within the past two fiscal years as planned, but have been wholly removed as an additional revenue source for FY18. However, to provide adequate funding for the General Fund planned expenditures, much more of the General Fund receipts are being retained and shall not be transferred to other funds, including the annual contribution for Fund #39 – Municipal Improvements, Fund #38 – Capital Fund (both Road & Bridge Tax and the contribution of Street Light and Audit levy items). These shortened transfers result in a downturn of \$305,000.

General Fund Revenues

Largest Increases Supported by Tax Levy Support

The bad news resulting from the bonds for the tornado project and the re-actuarialization of the Police Pension is a steep increase in levied property taxes. However, both of these costs are reasons for which the Board has the authority to increase property taxes, which are not capped in either of these areas. Although it is not preferred to increase taxes at the level necessary to provide the proper revenue support, it is important for the continuation of other essential services supported by the General Fund to avoid any State Legislation that would freeze the tax levies at their current levels. As the State of Illinois looks to its “Grand Bargain” to adopt its first budget in three years, it is important to keep the ability to continue to levy for these portions of annual revenues. The Tornado Bond Repayment schedule and the Police Pension represent 43% currently; this is expected to increase to 55% by the 2019 levy.

Building Permits –The target of \$86,000 remains due to the industrial development that is still expected within the upcoming fiscal year. In addition, the Building inspector would like the Board to consider new permit requirements regarding roof repair and flatwork approvals. These were not in place at the time the community had nearly 800 homes in need of roof repair; thus, it was not the proper time to engage in this type of permitting. However, in light of the amount of work that took place over the past 18+ months, complaints are beginning to occur due to roof repair that was not completed within proper workmanship. In addition to roofs, it has not been required to request a permit for flat work, i.e. pouring concrete and/or asphalt such as driveways or patios. This has resulted in many curb cuts exceeding the maximum approach according to the Village’s code and resulted in watershed issues changing drainage for adjacent neighbors.

Police Dept. Grant for Additional Officer – Last year, the Police Department requested a grant for the addition of another officer to the force. This was not granted due to the federal program’s determination Chicago was in need of additional payroll support. The Police Department utilized a consultant for the provision of grant application, submission, and compliance; if they

should fail to secure the funding for this position in the current fiscal year, the service shall continue to apply without any further cost to the Village.

Audit of General Fund Contribution Sources – the Village has completed its audit review time with AmAudit and is able to receive additional services from another consulting firm in order to identify additional revenues that may have been overlooked from contributors since utility providers and State-regulated local government distributive fund sources. No revenues have been attributed in the FY18 budget, but future increased revenues are expected in future operational budgets. Completing this contract with multiple local municipalities could result in an increased recovery in the first three shared years with the consulting firm; this would result in 60% of the new found revenues.

Program 01-11 Administration

Village Hall Improvements to Continue – The FY17 Budget witnessed the expenditure of fund balance to provide a facelift to the flooring, walls, and windows of village hall. In FY18 improvements are planned, which include the purchase of an additional fireproof file cabinet (all ordinances and minutes must be kept in their original media) and the replacement of the executive chairs within the Meeting Room. The existing chairs shall be utilized throughout the village organization when the new chairs arrive for the Meeting Room.

Strategic Planning Effort – Having not completed this exercise since 2009, it is imperative for the Village Board, other appointed officials, and staff to look into the future and determine the best course and goals to be attained within the next 5-10 year period. This exercise would consist of meeting on multiple occasions with different participants and agreeing upon common goals that each of the boards would support as the each program expends its annual resources.

F-T Staff Continues to Become More Diversified – The upcoming budget includes further diversification of Ms. Sula's pay who has assumed the primary role of Building Department support for the Building Official. This results in saved staffing costs for both programs 01-11 and 01-31 versus having an additional staffer to complete this role.

Program 01-21 Police

Intergovernmental Activities Becoming More Sustainable – The result of the collaborative upgrade to StarCom for communications equipment between WESCOM and Grundy Consolidated Dispatch has led to better defined functions for Grundy ETSB and Grundy County funding. The acquisition of this unfunded federally mandated equipment shall result in a costly increase of the short-term debt for the Police Department (\$55,162 for the next four years). In addition, the utilization of ETSB-dedicated surcharges for Grundy equipment updates has resulted in member agencies paying for their Report Management System (tracks PD activity). However, after final consideration by all agencies, it is expected the Police Department contribution for Dispatching services will fall 15% down to \$75,000 annually.

Grant Expense – Acquisition of Additional Staffing – Chief Best included the COPS grant for the addition of a new officer. To meet the staffing needs of the community and continue to transition the department to younger officers, receiving 75% funding of additional officer over a three-year period would augment the transfer of knowledge from the existing senior officers. Chief Best anticipates retirements within this time period and would like to take advantage of this program in order to pay for new hires during this initial time period. Eventual staffing will depend upon development over the next 4-5 years, however, Chief would like to have the current number of officer boosted by two after getting through this transition period (of 4-6 years).

Server Technology Costs Increase – The Police Department has increased its camera/surveillance technology greatly within the past 3-5 years. However, it is necessary to have greater recall and shall allow the storage of video for 50 days' time. This upgrade will cost approximately \$20,000 and has been included within the FY18 Budget.

Part-time Assistance for PD Administration – the Police Department requires multiple administrative support functions that are currently supported by one individual with many years of experience. Utilizing another part-time employee shall allow for the necessary experience to transfer to another individual and shall allow someone to fill in for Ms. Wieczorek when she is utilizing her acquired benefit time. Utilizing an additional part-time administrative staffer shall increase personnel by \$5,000 this upcoming year.

Program 01-41 Street & Alley Maintenance

New Sewer/Vac Operator Maintainer Added – the replacement of this approximately \$450,000 investment which assists primarily with sanitary and storm water issues provides the opportunity to provide a new level of system maintenance that has not been provided previously. An additional full-time employee has been included within this budget (and is split with Fund #51) who will complete regular step cleaning and shall be responsible for the operation of this expensive investment.

Replacement Equipment Contributions – The Sewer/Vactor Truck shall be funded with five annual payments in addition to the money that has been saved to date. This results in an additional contribution being budgeted in FY18 and then five annual payments being planned for FY19 through FY23. Program 01-41 shall contribute 45% while the Utility Fund contributes 55% towards its repayment. The new unit shall more aptly provide hydroexcavating support and shall be able to service the Eastside Lift Station, which requires servicing of a lift station that is approximately 40 feet deep. In addition to this piece of equipment, both funds shall also split the purchase of a backhoe; this was budgeted for last year, but moved to FY18 last year. This purchase is planned to be financed with two contributions; the roller could not be purchased in FY17 and can be purchased if the aggregate equipment purchase of these two items does not exceed \$120,000, i.e. \$30,000 per annum in each program.

Utility Fund Revenues

The Water/Sewer Committee has discussed the imposition of a 4.85% increase to the current rates in order to gather an additional \$49,000 to assist with the increased budget to support repair and replacement of necessary equipment. The anticipated revenue for FY18 is \$1,600,141.

Program 51-00

Water/Sewer Operations

New Personnel – The village has transitioned an existing PW employee into the role formerly held by Mr. Unger within the Water/Sewer unit. This results in some personnel savings, but necessitates the regular payment of fees to a sanitary operator until Mr. Valiente achieves his necessary certification for Coal City's system. To date, the Village's annual contractual service with TEST Consulting shall include the approval of the necessary paperwork in addition to the annual necessary testing that takes place.

Electricity Pricing Saves Some Expenses – The warm winter weather is currently driving the pricing in the market for electrical and gas energy on a weekly basis. Coal City cooperates within a consortium, NIMEC, to purchase its electrical power to support its utilities. A 10% reduction has been included within the operational budget reflecting the anticipated savings.

Ongoing Utility Capital Expenses – The water/sewer utility shall support the regular equipment replacement of the sewer/vactor truck as well as the backhoe. However, two recent projects (Blackstone & Maple Water Mains) are planned to be consolidated with the cost of the demolition of the water tower at Village Hall (estimated at \$125,000) in order to maintain the existing project improvement annual cost of approximately \$65,000. Acquiring funding to pay for this cost until FY22 allows the demolition to proceed within the current fiscal year.

Fund #38 Capital Improvement Plan

Broadway Reconstruction Plan – During FY18, the village must move forward with Phase 2 of the Broadway Reconstruction Plan. The selection of an engineer has been stalled attempting to utilize available DCEO/Ike funding to contribute to the entire \$350,000 cost of Phase Two Design. The WCGL updated its matching requirements allowing the village to receive \$4.25 million in federal funds if its local match is boosted from \$400,000 to \$850,000 for the reconstruction of Broadway (including quiet zone improvements at BNSF & Broadway). This project will lead to a full reconstruction, rejuvenation, and increased investment within the Core Area. Funds shall be maximized in order to provide funding for the adjacent alleys as well.

Streets Replacement and Construction – Multiple projects with different means of funding are expected within the upcoming construction season. A large impact shall be made with a mill & overlay project that shall take place on S. Broadway from the BNSF Crossing to Spring Road. Meanwhile, two developer-led efforts are expected on Richards Road. This includes the Terraco improvement to the intersection of Richard/5th Ave & Division and D Construction's completion of the culvert installation that shall connect the Richards Crossing subdivision with Meadow Estates and its connected retail center. Although local funding has dropped due to decreased local road and bridge funding from Braceville Township, the Village's annual Street & Alley Project is planned to improve \$150,000 with MFT and non-MFT sources of funding.

Fund #71

Parks Fund

North Park Pavilion Replacement – the design of the Berta Pavilion in Lions Park shall be utilized to replace the North Park Pavilion this upcoming construction season. Again, demolition shall be provided by the PW Maintenance Staff as well as the purchase of materials. Bids will be requested of contractors to complete the construction of this structure. The current shape of the existing structure necessitates replacement at this time.

Water Fountain Replacement – the Village owns and attempts to operate water outside water fountains at multiple locations – North Park, Lions Park, Campbell Memorial Park, and on S. Broadway in front of the old pump house just south of PD. Only one of these fountains partially work at this time; these are budgeted for replacement in the upcoming budget.

Engineering Phase 2 Design of Hunters Run – the IDNR and IPRA are interested in a joint project to restore the former mine site at Hunters Run. This portion of land, which was added to the Village's holdings has received a Phase One analysis which necessitated some means of restoration of the surface in order to allow public use of the grounds. Contemplated within the last analysis, additional fill and grading is necessary to place a cap over the restored area and have it mitigate its past uses. Additionally, the village has been approached by an investor to invest as a partner to restore portions of this property and prepare the area to be the south bike trailhead for the adjacent bike path beneath the ComEd transmission lines.

Fund #78

Economic Development Fund

ILPCC, LLC Debt Update

The Village has provided the debt payments for the development bond that completed the Union Pacific spur that feeds into this manifest freight industrial park located at the southwest corner of Reed & Broadway. Debt payments for FY18 are budgeted for the next payment of \$86,405. This will extend total village payments for this project to \$423,875. The development agreement governing this project requires the owners of the park to begin paying when the amount required to support its development exceeds \$350,000. If the current share of debt contribution continues, the funding ceiling is expected to be surpassed in 2017, which allows the village to pass on the cost for funding future debt payments via an SSA on the land that shall be collected in the summer of 2018.

Façade Improvement Program

\$100,000 continues to be budgeted within Fund #78 to provide the incentive for local businesses to invest within their buildings. To date, Spivey's, the Bass Building (former theater), Fisher Auto Parts Building, Ultimate Rides, and Cyber Broadcasting have been completed utilizing existing village fund balance. Spivey's and Fisher Auto Parts have fully paid back their loans prior to receiving any additional finance charges.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 17 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2017/2018**

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

ROSS BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVE TOGLIATTI
JUSTIN WREN
TIM BRADLEY
Village Trustees

ORDINANCE NO. 17 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2017/2018**

WHEREAS, the Village of Coal City (“Village”) is a non-home rule municipality operating under the Illinois Municipal Code; and

WHEREAS, in the Village it is the responsibility of the Budget Officer to complete an annual budget, in lieu of an annual appropriation ordinance, which the Village Board is required to adopt before the Fiscal Year to which it applies begins and which fiscal years of the Village begin May 1st of each calendar year; and

WHEREAS, the purpose of the adoption of a budget is to replace the annual appropriation ordinance with a budget which more truly reflects anticipated receipts and disbursements of the Village; and

WHEREAS, the budget is required to contain an estimates of revenue available to the Village for the forthcoming Fiscal Year to which the budget is drafted, together with recommendations for expenditures of the Village and all of its departments, commissions and boards; and, the budget is required to contain actual or estimated revenues and expenditures for the preceding two (2) Fiscal Years of the Village and shall show the specific fund from which each anticipated expenditure shall be made; and

WHEREAS, pursuant to the terms and provisions of 65 ILCS 5/8-2-9.1, et seq., and the Village Code, the Annual Budget for the Village for Fiscal Year 2016/2017 has been duly presented for approval and adoption; and

WHEREAS, said Budget is hereby found to be in good order and in form for adoption;
and

WHEREAS, said Budget was made publicly available for inspection and copying not less than ten days prior to the date of approval; and

WHEREAS, notice of a public hearing on the proposed Budget was published in the Coal City Courant, a newspaper of general circulation within the Village, on April 5, 2017, which was at least one week prior to the date of said public hearing; and

WHEREAS, a public hearing was held on the Budget pursuant to statute on April 12, 2017, and all of those members of the public desiring to speak were given the opportunity; and

WHEREAS, adoption of said Budget is in the best interests of the Village of Coal City.

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: The above-stated recitals are incorporated by this reference.

Section 2: The Annual Budget for fiscal year 2017/2018 which is attached hereto as Exhibit "A" is hereby adopted and approved.

Section 3: Within thirty (30) days after the Village enacts its ordinance to adopt its budget, it is required to file a certified copy of the ordinance and the budget with the County Clerks of Grundy and Will Counties, Illinois, same to be accompanied by an estimate of the revenues the Village anticipates receiving during the forthcoming Fiscal Year of the Village, identifying the sources of revenue, with the revenue estimate to be certified by the Village's chief financial office.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval.

Section 5: In the event any portion of this Ordinance is found and determined to be invalid, the invalid portion shall be stricken herefrom and the remainder shall be in full force and effect.

SO ORDAINED this _____ day of April, 2017, at Coal City, Grundy County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

Exhibit A
Village of Coal City
FY18 Proposed Budget

Program No.	Name	FY18 Budgeted Expenditures		FY17 Budgeted Expenditures		FY16 Actual Expenditures	FY15 Actual Expenditure
		Personnel	Operations	Personnel	Operations		
<u>Operational Programs</u>							
01-11	Administration	\$165,903	\$503,809	\$163,727	\$817,658	\$1,826,652	\$961,062
01-21	Police Department	1,811,118	467,641	1,566,777	383,831	1,754,196	1,535,594
01-31	Community Development	119,315	25,317	100,678	14,077	110,719	93,996
01-41	Maintenance	360,719	335,943	352,043	347,859	653,872	667,220
01-71	Emergency Operations		13,300	0	15,603	10,988	16,748
16-00	IMRF/Social Security		231,388		235,904	228,754	206,388
	General Fund & Levy Funded Subtotal	\$2,457,055	\$1,577,398	\$2,183,225	\$1,814,932	\$4,585,180	\$3,481,008
51-00	Water & Sewer	\$591,689	\$1,090,251	\$584,760	\$1,028,033	\$1,596,892	\$1,257,005
52-00	Garbage Collection	4,864	479,380	5,058	469,553	452,294	451,745
71-00	Parks	33,291	85,025	21,217	144,100	53,145	60,141
		\$3,086,899	\$3,232,054	\$2,794,259	\$3,456,618	\$6,687,512	\$5,249,898
<u>Capital Projects</u>							
15-00	Motor Fuel Tax		\$130,000		\$300,000	\$54,956	\$595,289
35-00	Bond Projects		338,468		465,525	30	0
38-00	Capital Improvements		4,361,449		3,308,350	1,115,277	1,550,224
39-00	Municipal Facilities		-		180,000	0	0
48-00	Infrastructure Expansion		206,450		841,450	93,707	118,745
78-00	Economic Development		127,405		-	419,842	1,259,482
			\$5,163,772		\$5,095,325	\$1,683,812	\$3,523,739
<u>Discretionary Spending</u>							
18-00	School Sites		\$12,000		\$15,000	\$17,156	\$18,715
20-00	TIF Fund	41,979	24,844	37,694	24,550	32,385	60,383
32-00	Water Impact		5,000		5,000	-	0
33-00	Sanitary Sewer Impact		5,000		5,000	0	0
		\$41,979	\$46,844	\$37,694	\$49,550	\$49,541	\$79,099
<u>Obligations</u>							
02-00	Building Fees Depreciation		\$70,000		\$70,000	68,425	\$10,000
34-00	Storm Water Re-Fi Bonds Paymt		358,591		184,906	564,763	565,063
36-00	Water Infrastructure Improvement		66,772		66,773	100,158	33,386
37-00	Sanitary Sewer Infr. Improvement		290,392		290,392	290,392	290,392
46-00	Water Depreciation		6,168		5,993	5,822	5,657
47-00	Sewer Plant Depreciation		26,063		25,322	24,602	23,903
			\$817,985		\$643,385	\$1,054,161	\$928,400
TOTAL - All Programs		\$3,128,878	\$9,260,655	\$2,831,953	\$9,244,878	\$9,475,026	\$9,781,136

Village of Coal City
FY18 Purpose Budget

Revenues by Fund Summary

Fund No.	Fund Name	FY18 Budget Revenues	FY17 Budget Revenues	FY16 Actual Revenues	FY15 Actual Revenues
01	General	\$3,544,685	\$3,586,427	\$5,275,966	\$2,816,039
16	IMRF/Social Security	269,883	237,307	230,679	214,644
51	Water & Sewer	1,600,141	1,618,141	1,553,181	1,369,519
52	Garbage	479,725	480,690	478,933	483,793
71	Parks	88,161	78,699	57,669	89,578
	Operating Funds Subtotal	5,982,595	\$6,001,264	\$7,596,427	\$4,973,573
15	Motor Fuel Tax	\$147,745	\$150,025	\$149,010	\$605,365
32	Water Impact	10,050	8,050	12,128	5,723
33	San. Sewer Impact	20,100	13,100	18,114	9,911
38	Capital Improvement	4,371,948	3,767,598	381,177	1,262,957
39	Municipal Facilities	10,010	130,100	197	130,284
48	Infrastructure Expansion	2,000	152,000	104,354	39,479
78	Economic Development	96,550	476,550	193,730	140,252
	Capital Funds Subtotal	\$4,658,403	\$4,697,423	\$858,711	\$2,193,970
18	School Sites	\$15,015	\$10,015	\$15,201	\$12,802
44	Water Bond Reserve	100	100	60	103
45	Sewer Bond Reserve	250	250	261	447
46	Water Depreciation	50	50	27	55
47	Sewer Plant Depreciation	150	150	139	278
	Required Funds	\$15,565	\$10,565	\$15,688	\$13,685
02	Building Fees Depreciation	\$70,050	\$86,025	\$134,481	\$16,628
34	Storm Water Ref. Bond Repayment	357,791.00	185,405	612,328	557,527
35	Bond Fund	3,000.00	1,000	3,418,061	2,321
36	Water Infrastructure Improvmt.	53,178.00	52,993	54,348	54,780
37	Sanitary Sewer Infrastructure Imprvmt.	311,163.00	312,934	316,743	0
	Debt Obligation Funds	\$795,182	\$638,357	\$4,535,961	\$631,256
20	TIF	\$80,000	\$50,000	\$49,713	\$41,906
	TOTAL - All Funds	\$11,531,746	\$11,397,610	\$13,056,500	\$7,854,390



Music License for Local Governmental Entities

1. DEFINITIONS

- (a) **LICENSEE** shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (b) **Premises** means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned and/or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (c) **Recorded Music** means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (1) compact disc, audio record or audio tape players (but not including "jukeboxes"); (2) videotape, videodisc or DVD players; (3) music performed as an accompaniment to karaoke; (4) the reception and communication at the premises of radio or television transmissions which originate outside the Premises, and which are not exempt under the Copyright Law; or (5) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (d) **Live Entertainment** means music that is performed at the Premises by musicians, singers and/or other performers.
- (e) **BMI Repertoire** means all copyrighted musical compositions written and/or published by BMI affiliates or members of BMI-affiliated foreign performing rights societies, including compositions written or published during the Term of this Agreement and of which BMI has the right to license non-dramatic public performances.
- (f) **Events and Functions** means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in Paragraph 2 (d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of, or sponsored or promoted by, LICENSEE on the Premises.
- (g) **Special Events** means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" (as defined in Schedule B) of such Special Event exceeds \$25,000.

2. BMI GRANT

- (a) BMI grants and LICENSEE accepts a non-exclusive license to perform, present or cause the live and/or recorded public performance on the "Premises" and at "Events" and "Functions", and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "BMI Repertoire". The performances licensed under this Agreement may be by means of "Live Entertainment" or "Recorded Music".
- (b) This license does not authorize (1) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in BMI's Repertoire to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (2) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this Paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the BMI Repertoire to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.
- (c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following: (1) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (2) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (3) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation; and (4) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in the Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances: (1) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE's Premises, and is not open to the general public; (2) by or at colleges and universities; (3) at any professional sports events or game played on the Premises; (4) at any permanently situated theme or amusement park owned or operated by LICENSEE; (5) by any symphony or community orchestra; and (6) by means of a coin operated jukebox.

3. REVIEW OF STATEMENTS AND / OR ACCOUNTINGS

- (a) BMI shall have the right to require such reasonable data necessary in order to ascertain the Annual License Fee.
- (b) BMI shall have the right, by its authorized representatives, at any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify the statements made hereunder. BMI shall consider all data and information coming to its attention as a result of any such examination of books and records as completely confidential.
- (c) BMI shall have the right to adjust LICENSEE's Annual License Fee based upon the most recently available revised population figures provided by the U. S. Census Department.

4. LATE PAYMENT AND SERVICE CHARGES

BMI may impose a late payment charge of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date payment is due on any payment that is received by BMI more than thirty (30) days after the due date. BMI may impose a \$25.00 service charge for each unpaid check, draft or other means of payment LICENSEE submits to BMI.

5. BMI COMMITMENT TO CUSTOMER / INDEMNITY

So long as LICENSEE is not in default or breach of this Agreement, BMI agrees to indemnify, save harmless, and defend LICENSEE and its officers, and employees, from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any musical works which is licensed under this Agreement at the time of performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

6. BREACH OR DEFAULT / WAIVER

Upon any breach or default of the terms and conditions contained herein, BMI shall have the right to cancel this Agreement if such breach or default continues for thirty (30) days after LICENSEE's receipt of written notice thereof. The right to cancel granted to BMI shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement with the terms of this Paragraph.

7. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel the Agreement along with the simultaneous cancellation of the Agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

8. ASSIGNMENT

This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this Agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

9. ARBITRATION

All disputes of any kind, nature, or description arising in connection with the terms and conditions of this Agreement, except for matters within the jurisdiction of the BMI Rate Court, shall be submitted to the American Arbitration Association in the City, County, and State of New York, for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so

appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon a third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but not need be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

10. NOTICES

Any notice under this Agreement will be in writing and deemed given upon mailing when sent by ordinary first-class U.S. mail to the party intended, at its mailing address stated, or any other address which either party may designate. Any such notice sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any such notice sent to LICENSEE shall be to the attention of the person signing the Agreement on LICENSEE's behalf or such person as LICENSEE may advise BMI in writing.

11. MISCELLANEOUS

The fact that any provisions are found by a court of competent jurisdiction to be void or unenforceable will not affect the validity or enforceability of any other provisions. This Agreement constitutes the entire understanding between the parties and cannot be waived or added to or modified orally and no waiver, addition and modification shall be valid unless in writing and signed by both parties.

12. FEES

- (a) In consideration of the license granted herein, LICENSEE agrees to pay BMI a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule on Page 3. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" means the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fee due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under the Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county, or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other government entities.

2017 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A					
Check Population Range (✓)	LICENSEE's Population			Base License Fee	Enter Fee Based Upon Population
<input type="checkbox"/>	1	-	50,000	\$342	
<input type="checkbox"/>	50,001	-	75,000	\$680	
<input type="checkbox"/>	75,001	-	100,000	\$818	
<input type="checkbox"/>	100,001	-	125,000	\$1,090	
<input type="checkbox"/>	125,001	-	150,000	\$1,364	
<input type="checkbox"/>	150,001	-	200,000	\$1,772	
<input type="checkbox"/>	200,001	-	250,000	\$2,180	
<input type="checkbox"/>	250,001	-	300,000	\$2,591	
<input type="checkbox"/>	300,001	-	350,000	\$2,999	
<input type="checkbox"/>	350,001	-	400,000	\$3,410	
<input type="checkbox"/>	400,001	-	450,000	\$3,817	
<input type="checkbox"/>	450,001	-	500,000	\$4,227	
<input type="checkbox"/>	500,001	-	plus	\$5,180 plus \$500 for every 100,000 population increment or portion thereof above 500,000 up to a maximum annual fee of \$68,151	
	If 500,001 or more, enter population _____				
				SCHEDULE A FEE	\$

SCHEDULE B	
Special Events Fee	
(to be reported 90 days after each event*, see Par. 13(d))	
The rate for Special Events shall be 1% of Gross Revenue.	
<ul style="list-style-type: none"> ▪ "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Events exceeds \$25,000. ▪ "Gross Revenue" means all monies received by LICENSEE or on LICENSEE's behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from the sponsors or other payments received by LICENSEE for each Special Event. 	
SCHEDULE B FEE	<i>BMI will provide a report form to report your events*</i>

SCHEDULE C	
State Municipal and/or County Leagues or State Associations of Attorneys	
(to be completed if you are a State Municipal and/or County Leagues or State Associations of Attorneys)	
The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues, or state associations of municipal and/or county attorneys shall be \$342.00 . No Special Events fee applies to LICENSEES qualifying under this schedule.	
SCHEDULE C FEE	\$

13. REPORTING

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and
 - (ii) a report containing the information set forth in Paragraph 13 (d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety (90) days after the conclusion of each Special Event, LICENSEE shall submit to BMI payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event (as defined above);
 - (iv) the license fee due for each Special Event.

- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under a BMI License Agreement, LICENSEE shall indicate the name, address, phone number and BMI account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by BMI, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.
- (f) LICENSEE agrees to furnish to BMI, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all enclosures to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

14. RATE ADJUSTMENTS / LICENSE FEE FOR YEAR 2017 AND THEREAFTER

For each calendar year commencing 2018, all dollar figures set forth in Schedules A, B and C (except the \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest dollar. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by BMI.

15. TERM OF AGREEMENT

This Agreement shall be for an initial Term of one (1) year, commencing _____, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one (1) year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the Agreement shall terminate on the last day of the Term in which notice is given.

AGREEMENT

AGREEMENT, made at New York, N.Y. on (Date will be entered by BMI upon execution) _____ between BROADCAST MUSIC, INC., a State of New York corporation with its principal offices at 7 World Trade Center, 250 Greenwich Street, New York, N.Y. 10007-0030 (hereinafter "BMI") and the legal or trade name described below and referred to thereafter as "LICENSEE" (the "Agreement"). This Agreement includes all of the terms and conditions set forth herein.

LEGAL NAME	LICENSED PREMISES		
<i>(Name of Corporation, Partnership, or Individual Owner)</i>	(All locations are licensed by LICENSEE)		
TRADE NAME	<i>(Street Address)</i>		
<i>(Doing business under the name of)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
PLEASE CHECK APPROPRIATE BOX	<i>(Telephone Number)</i>	<i>(Fax Number)</i>	
<input type="checkbox"/> Individual Ownership	<i>(Contact Name)</i>	<i>(Title)</i>	
<input type="checkbox"/> LLC <input type="checkbox"/> Corporation	<i>(Email Address)</i>	<i>(Web Address)</i>	
<input type="checkbox"/> LLP <input type="checkbox"/> Partnership	MAILING ADDRESS		
<input type="checkbox"/> Other	(if different from Licensed Premises)		
Federal Tax ID No. _____	<i>(Street Address)</i>		
GOVERNMENT ENTITIES	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
(if applicable, please check one)	<i>(Telephone Number)</i>	<i>(Fax Number)</i>	
<input type="checkbox"/> Federal <input type="checkbox"/> State	<i>(Contact Name)</i>	<i>(Title)</i>	
<input type="checkbox"/> Local	<i>(Email Address- if different from above)</i>		
TO BE COMPLETED BY LICENSEE			
By signing this Agreement you represent that you have the authority to bind LICENSEE and that you have read, understood and agree to all of the terms and conditions herein.			
(SIGN HERE – PLEASE INCLUDE PAYMENT)			
Signature _____			
Print Name / Title _____			
Signatory Email Address* _____			
<i>(if different from above)</i>			
*In order to receive a copy of your executed Agreement, please provide the email address of the Signatory			
PLEASE RETURN THIS ENTIRE SIGNED LICENSE AGREEMENT TO:			
BMI, 10 MUSIC SQUARE E., NASHVILLE, TN 37203			
FOR ADMINISTRATIVE USE ONLY			LGE
TO BE COMPLETED BY BMI			LI-2016/DEC
BROADCAST MUSIC INC.			EFFECTIVE:
FOR BMI USE ONLY			January 2017
ACCOUNT NO.	COID		

* BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.



PERFORMANCE AGREEMENT between "Village of Coal City, Illinois" and "Windy City Dueling Pianos" for service on July 29, 2017, page 1

PURCHASER: Village of Coal City, IL, Georgette Vota, 515 S. Broadway, Coal City, IL 60416; ph. 815-341-1411

PROVIDER: Windy City Dueling Pianos, 625 North Ave., Naperville, IL 60540, ph. 507-279-0686

EVENT: July 29, 2017; Campbell Park Gazebo across from Village Hall in Coal City, IL; performance begins at 7:30pm

BASE PRICE: \$2,000.00

DEPOSIT: \$1,000.00

REMAINING BALANCE: \$1,000.00

TERMS AND CONDITIONS

The undersigned (herein "PURCHASER") hereby hires Windy City Dueling Pianos (herein "PROVIDER") hereby acknowledge that the following terms and conditions, referring to the DEFINITIONS listed immediately above, shall constitute the agreement between the parties hereto:

Services provided: PROVIDER agrees to perform up to two (2) hours of dueling pianos entertainment between 7:30pm-10:00pm. PROVIDER will supply dueling piano performers and all required dueling pianos equipment, including instruments and lighting, and PROVIDER will use sound equipment provided by other source hired by PURCHASER.

CANCELLATION POLICY:

1. This EVENT is "rain or shine" unless otherwise stipulated. The PURCHASER is responsible to provide an alternate indoor location in the event of inclement weather. The client agrees to pay the full amount contracted once the PROVIDER has arrived at the EVENT location, even if the PROVIDER cannot perform due to inclement weather.
2. Cancellation of the engagement by the PURCHASER for any reason shall forfeit the deposit. Cancellation of the engagement by the PURCHASER within 30 days of the EVENT shall require payment of the full BASE PRICE to the PROVIDER. A PURCHASER canceling their engagement by telephone agrees to also verify that cancellation in writing (via dated mail, email or FAX). For this EVENT, since it is an outdoor performance, a backup reschedule date will be planned for Sunday July 30, 2017 and the performance time, location and BASE PRICE will be the same as listed in the DEFINITIONS above, and both the PURCHASE and PROVIDER must confirm the reschedule via email within 48 hours of the EVENT.
3. If the PROVIDER or the PURCHASER must cancel the engagement due to an Act of God, Force Majeure, riot, strike, epidemic, or by the order of any public authority, this contract shall become null and void, all DEPOSIT and balance payments shall be refunded, and both parties shall have no further legal recourse against each other.

Initials: CC , _____

PERFORMANCE AGREEMENT between "Village of Coal City, Illinois" and "Windy City Dueling Pianos" for service on July 29, 2017, page 2

PAYMENT POLICY:

- 1) All payments are payable to provider by cash or check made out to "Windy City Dueling Pianos".
- 2) PURCHASER agrees to send the DEPOSIT to PROVIDER at address above upon the execution of this agreement.
- 3) The final REMAINING BALANCE is due to PROVIDER at the EVENT prior to services provided.

OTHER TERMS:

- 1) PURCHASER agrees to ensure the EVENT venue provides a safe and suitable performance area and provides a grounded electrical source for the PROVIDER's use. PURCHASER will also arrange with the venue any stage and/or dance area the PURCHASER would like – PROVIDER suggests the dance area be adjacent to where PROVIDER will perform.
- 2) PURCHASER agrees to arrange with the EVENT venue that PROVIDER can begin setting up for the performance by three (3) hours before the start time of the EVENT.
- 3) PURCHASER agrees to provide dinner to each of the performers.
- 4) PURCHASER agrees to submit the executed contract to PROVIDER electronically via email, or by mail accompanied with the deposit.
- 5) Neither the PURCHASER or the PROVIDER may modify this agreement without written approval by both PURCHASER and PROVIDER.

SIGNATURES:

Provider: Charles Cruce

Date: 1/24/2017

Charles Cruce, Windy City Dueling Pianos, owner

Purchaser: _____

Date: _____