

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
MAY 26, 2021
7:00 P.M.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes May 12, 2021
4. Approval of Warrant List
5. Public Comment
6. Letter of Request Coal City Junior Woman's Club
"National Gun Violence Awareness Day"
7. Ordinance 21-15 Variance 555 S. Vermillion Street
Kenneth J. Kappes

2021 PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Village of Coal City to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, in Illinois has 1400 gun deaths every year, with a rate of 11 deaths per 100,000 people. Illinois has the 36th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in the Village of Coal City, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 4, 2021 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Terry Halliday of the Village of Coal City declares the first Friday in June, June 4, 2021, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Dated: _____, 2021

Authorized by: _____
Mayor, Village of Coal City, Illinois

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 26, 2021

**RE: ORDINANCE GRANTING GARAGE IMPROVEMENT AT 555 S
VERMILLION**

Kenneth Kappes, who resides on the east side of Vermillion, a few houses south of Blackstone, would like to increase the square footage of their garage located in the rear yard of the residence. Since originally considering this improvement, the Board has adopted text amendments allowing the total desired square footage, but the peak shall still exceed 15' (with a variance of 4' for a height of 19') and the petitioner desires to replace the existing exterior as well as the addition with metal exterior. The Board considered the petition and unanimously supported the approval of the required variances due to similar structures existing within the same neighborhood and the rear neighbors consisting of the Union Pacific Railroad.

Recommendation:

Adopt Ordinance No. _____: Granting a Variance to the Detached Garage Improvement at 555 S. Vermillion.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
555 S. VERMILLION IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2021

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
555 S. VERMILLION IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for variance from Sections 156.73 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Kenneth Kappes (“applicant”) on April 14, 2021 to replace the existing detached garage with a metal-sided pole barn structure; and

WHEREAS, Section 156.161 requires adherence to the standards provided within Table 15 including a maximum height of 15 feet; and

WHEREAS, a public hearing was noticed and duly held on May 17, 2021; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on May 17, 2021, 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. Findings of Fact. The Board of Trustees finds as follows concerning the Variance for 555 S. Vermillion:

- A. **Unnecessary Hardship.** The petitioner purchased a residence that does not possess adjacent residential neighbors to the rear yard in which the new detached structure shall be constructed.
- B. **Preserves Rights Conferred by the District.** This improvement will be constructed of with the type of improvement within the surrounding RS-3 District. The neighbors to the north of this residence have a similar existing structure within the rear yard as well.
- C. **Necessary for the Use of the Property.** This property has an unusual depth due to its relationship with the railroad property which bisects the Village; such construction shall allow the full utilization of the property.

D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. Allowing the garage to be constructed within the requisite setbacks is consistent with other houses located within the local area.

Section 3. Description of the Property. The property is located at 555 S. Vermillion in the Village of Coal City within an RS-3 District.

Section 4. Public Hearing. A public hearing was advertised on April 21, 2021 in the Coal City Courant and held by the Planning and Zoning Board on May 17, 2021, 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 April 14, 2021 Variance Application to the Zoning Code are granted as follows:

Variations in conjunction with Section 156.161 are hereby granted to allow the replacement of the existing detached garage with a pole barn that shall:

- a. Exceed the maximum height of the building by 3' for a total height of 18'. The roof of this detached structure shall consist of a metal roof.
- b. The structure shall be constructed as a pole barn rather than traditional wood frame construction.

Section 6. Conditions. The variations granted herein are contingent and subject to being 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.

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 _____, 2021, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Kenneth J. Kappes

Address: 555 S. Vermillion St. Phone number: (708) 528-9976

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: / Use of surrounding properties: North / South /

East / West /

What zoning change or variance: (specify) Metal siding on building.

2) Looking to go at least 19" peak so i could get 12' sidewalls (For Car Life)

To allow what use More inside storage. All my hobbies/side work takes up room. Main goal is to install Car Life inside.

Tax number of subject property: 09-02-159-006

Common address of property: _____

Parcel dimensions: 32'w X 40'L X 12' sidewall X 19' peak Lot area (sq. ft.) 1,280 sq. ft.

Street frontage No

Legal description _____

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

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

Kenneth J. Kappes, 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 8 day of April, 2021

Heather Banks
Notary Public (Seal)



Kenneth J. Kappes
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 ZA-329

Location of hearing

Filing date April 14, 2021

Village Hall

Hearing date May 17, 2021

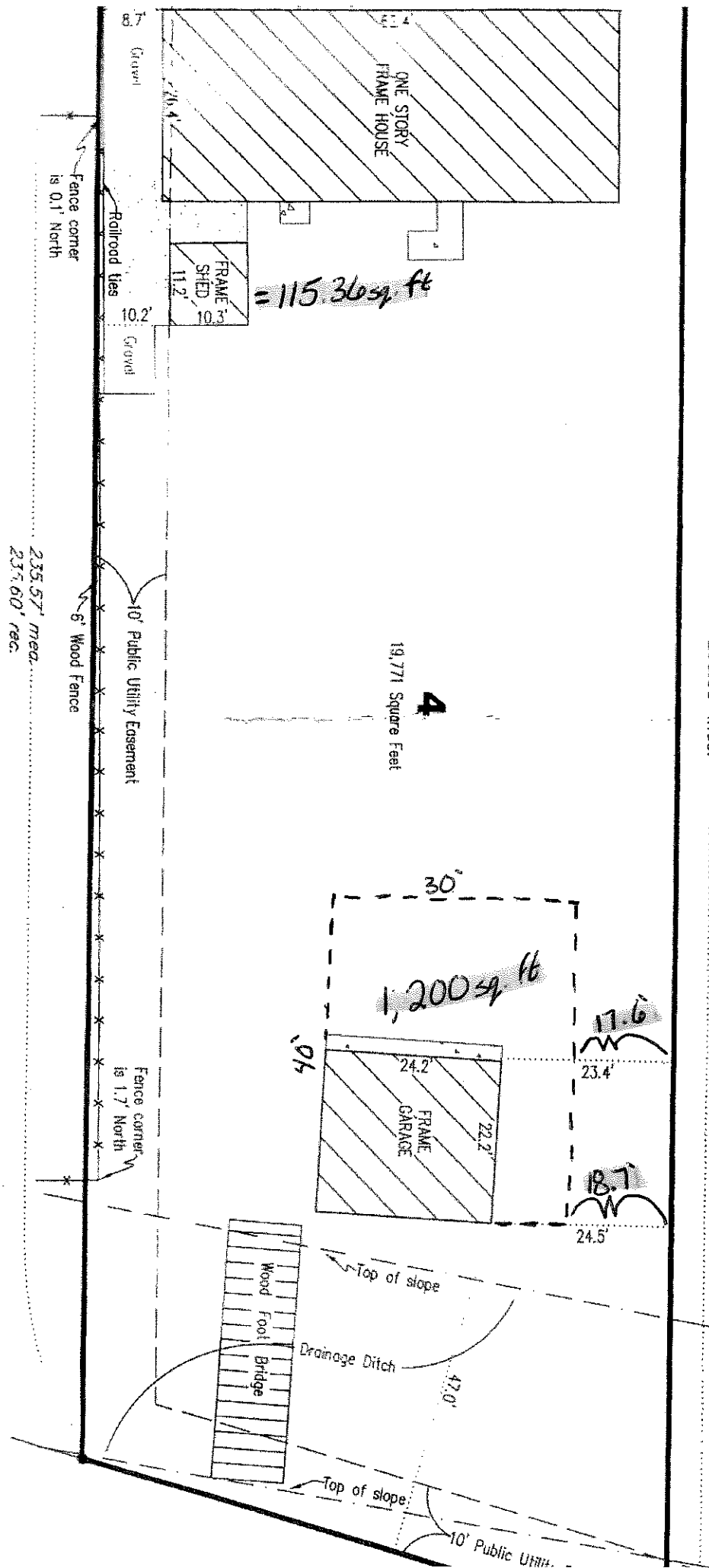
515 South Broadway

Filing fee \$ 100.00

Coal City, Illinois

Hearing time 7 pm

257.98' rec.
 258.38' meo.



FROM THE NO. 3347
 REPORT OF SURVEYED
 WANDA HALL
 SAID TRACT
 APRIL, 1918.



LIQ-ND
 MADE BY MICHARD
 REC. RECORDED
 CALC. CALCULATED
 SET 5/8" REBAR UNLESS
 OTHERWISE NOTED
 FOUND 1" IRON PIPE

ANY DISCREPANCY IN MEASURED
 SHOULD BE PROMPTLY REPORTED
 OR CORRECTION.
 FOR BUILDING LINE AND OTHER RE
 TO YOUR ABSTRACT, DEED, CONTR

STEVENS SURVEYING
 Land Surveying/ Land Plann
 P.O. BOX 669
 MERRITT, ILLINOIS 60450
 TEL (815) 941-1288

LAND FOR AHD SHIP-081



Design #: 321558497710

Estimate #: 59685

Estimated price: \$16,568.06 *

*Today's estimated price, future pricing may go up or down. Tax, labor, and delivery not included.

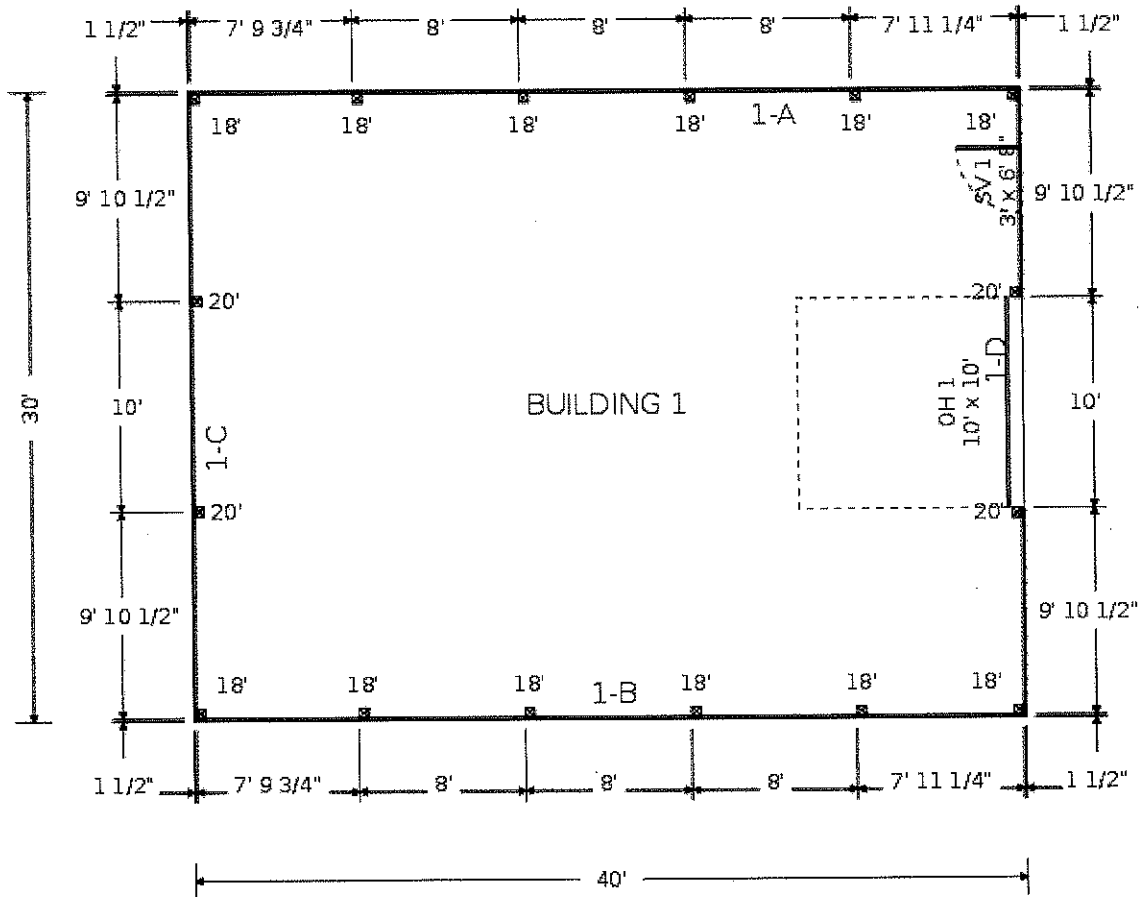
How to purchase at the store

1. Have a building materials team member enter the estimate number into System V to print SOC's.
2. Take the SOC to the register and pay.

How to recall and purchase a saved design at home

1. Go to Menards.com.
2. Log into your account.
3. Go to Saved Designs under the Welcome Login menu.
4. Select the saved design to load back into the estimator.
5. Add your building to the cart and purchase.

FLOOR PLAN





Building Information

- 1. Building Use: Code Exempt
- 2. Width: 30 ft
- 3. Length: 40 ft
- 4. Inside Clear Height: 12 ft
- 5. Floor Finish: Dirt / Gravel
- 6. Post Embedment Depth: 4 ft
- 7. Footing Pad Size: 14 in x 4 in

Wall Information

- 1. Post Type: Posts
- 2. Post Spacing: 8 ft
- 3. Girt Type: Flat
- 4. Exterior Wall Panel: Pro-Rib
- 5. Exterior Wall Color: Pinewood
- 6. Trim Color: Colonial Red
- 7. Sidewall A Eave Light: None
- 8. Sidewall B eave light: None
- 9. Wall Fastener Location: In the Flat
- 10. Eave Trim: Yes
- 11. Gradeboard Type: 2x6 Treated Gradeboard

Interior Finish

- 1. Wall Insulation Type: None
- 2. Wall Liner Type: None
- 3. Roof Condensation Control: None

Roof Information

- 1. Pitch: 4/12
- 2. Truss Spacing: 8 ft
- 3. Roof Type: Pro-Rib
- 4. Roof Color: Colonial Red
- 5. Ridge Options: Universal Ridge Cap
- 6. Roof Fastener Location: On the Rib
- 7. Endwall Overhangs: 0 ft
- 8. Sidewall Overhangs: 0 ft
- 9. Skylight Size: None
- 10. Ridge Vent Quantity: None
- 11. Ceiling Liner Type: None
- 12. Purlin Placement: On Edge
- 13. Ceiling Insulation Type: None

Accessories

- 1. Outside Closure Strip: Standard
- 2. Inside Closure Strip: Standard
- 3. Gable Vent Type: None
- 4. Cupola Size: None
- 5. Gutters: No
- 6. End Cap: No
- 7. Snow Guard: No
- 8. Mini Print: Email Only

Design #: 321558497710
Estimate #: 59685
Store: MORRIS



Post Frame Building Estimate
Date: May 11, 2021 6:26:25 PM

Doors & Windows

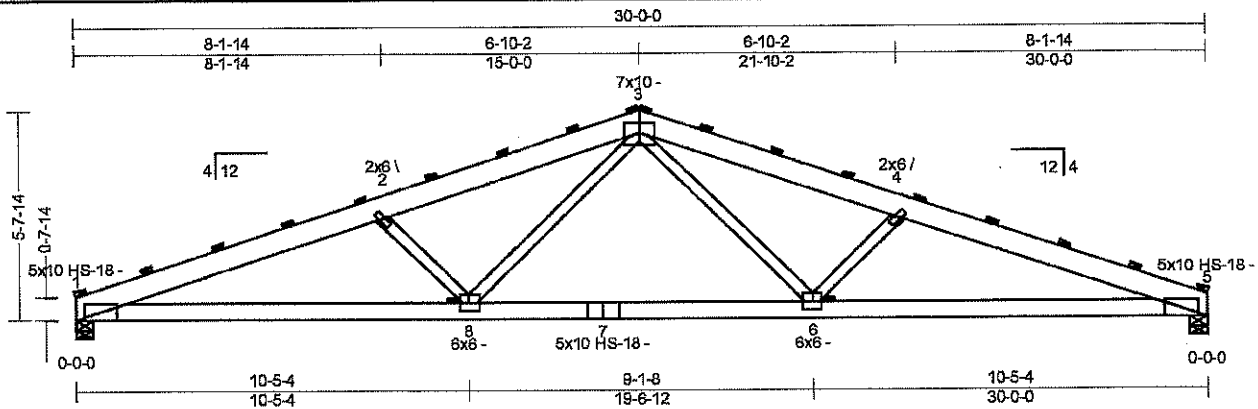
Name	Size	Wall
Window	48"x36"	1-A
Service Door	36"x80"	1-D
Overhead Door	10' x 10'	1-D

Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

Midwest Manufacturing

Truss: P3035
 JobName: PF STOCK
 Date: 02/16/17 12:22:51
 Page: 1 of 1

SPAN 30-0-0	PITCH 4/12	QTY 1	OHL 0-0-0	OHR 0-0-0	CANT L 0-0-0	CANT R 0-0-0	PLYS 1	SPACING 96 in	WGT/PLY 169 lbs
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All plates shown to be Eagle 20 unless otherwise noted.

Loading (psf)	General	CSI	Deflection	L/	(loc)	Allowed
TCLL: TABLE	Bldg Code: IBC 2015	TC: 0.67 (4-5)	Vert TL: 0.63 in	L/550	(6-7)	L/120
TCDL: 4(rake)	TPI 1-2014	BC: 0.84 (8-1)	Vert LL: 0.47 in	L/743	(6-7)	L/180
BCLL: 0	Rep Mbr Increase No	Web: 0.74 (2-8)	Horz TL: 0.21 in		5	
BCDL: 5	Lumber D.O.L.: 115%					

Reaction

JT	Brg Combo	Brg Width	Rqd Brg Width	Max React	Max Grav Uplift	Max Wind Uplift	Max Uplift	Max Horiz
1	1	5.5 in	5.98 in	4,706 lbs		-315 lbs	-315 lbs	-32 lbs
5	1	5.5 in	5.98 in	4,706 lbs		-315 lbs	-315 lbs	

Bearing enhancers may be required at the following bearings: Brg #
 See Eagle Metal 'Bearing Enhancer' detail
 for capacity of specific bearing block(s) and connectors: 5

THIS TRUSS ANALYZED FOR THE FOLLOWING LOADING CONDITIONS:

GSL (PSF)	TCLL (PSF)	TCDL (PSF)	BCDL (PSF)	TOTAL (PSF)	(MAX) O.C. Spacing	B.C. Purlin Spacing
40	24	4	5	33	9'-0"	Sheathed or Purlins at 10-0-0, Purlin design by Others.
50	30	4	5	39	8'-0"	Sheathed or Purlins at 10-0-0, Purlin design by Others.
70	40	4	5	39	6'-0"	Sheathed or Purlins at 10-0-0, Purlin design by Others.

Material

TC: SYP 2400/2.0 2 x 8
 BC: SPF 2100/1.8 2 x 6
 Web: SPF #2 2 x 4 except:
 SPF Stud 2 x 4: 2-8, 4-6

Bracing

TC: Purlins at 24" OC, Purlin design by Others.
 BC: Purlins at 120" OC, Purlin design by Others.

Loads

- This truss has been designed for the effects of balanced and unbalanced snow loads for hips/gables in accordance with ASCE7 - 10 with the following user defined input: TABLE psf ground snow load, Terrain Category C, Exposure Category Fully Exposed (Ce=0.9), Risk Category I (I=0.80), Thermal Condition Unheated (Ct=1.2), DOL=1.15. Unventilated, Unobstructed slippery surface. If the roof configuration differs from hip/gable, Building Designer shall verify snow loads.
- This truss has been designed for the effects of wind loads in accordance with ASCE7 - 10 with the following user defined input: 105 mph (Factored), Exposure C, Enclosed, Gable/Hip, Risk Category I, h = 15 ft, Not End Zone Truss, Both end webs considered. DOL=1.60
- Minimum storage attic loading has not been applied in accordance with IBC 1607.1
- In accordance with IBC 1607.1, minimum BCCL's do not apply.
- This truss is designed as an agricultural truss which for the purposes of this program is defined as a structure that represents a low hazard to people and property. See BCSE-10 for installation and temporary bracing.

Member Forces

Member	1-2	2-3	3-4	4-5	5-6	6-7	7-8
TC	0.655	-10,595 lbs	0.635	-9,185 lbs	0.635	-9,185 lbs	0.655
BC	0.839	9,696 lbs	-664 lbs	6,924 lbs	-321 lbs	0.839	9,696 lbs
Web	0.738	-2,301 lbs	0.676	2,755 lbs	0.738	-2,301 lbs	0.676

JSI

1 = 0.93, 2 = 0.88, 3 = 0.95, 4 = 0.88, 5 = 0.93, 6 = 0.91, 7 = 0.87, and 8 = 0.91

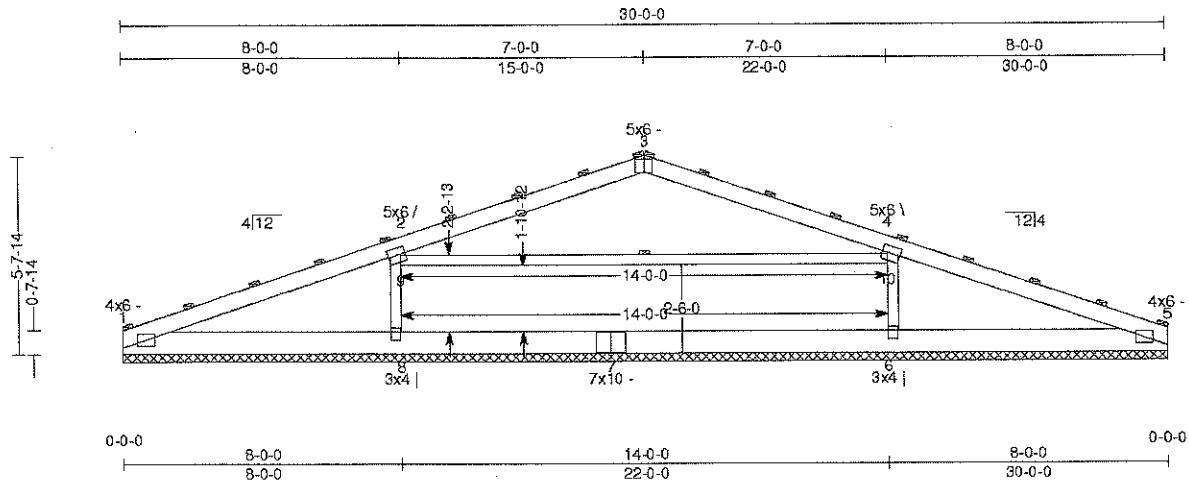
Notes

- Unless noted otherwise, do not cut or alter any truss member or plate without prior approval from a Professional Engineer.
- When this truss has been chosen for quality assurance inspection, the Double Polygon Method per TPI 1-2007/Chapter 3 shall be used.
- The fabrication tolerance for this roof truss is 0% (Ct = 1.00).
- Building Designer shall verify self weight of the truss and other dead load materials do not exceed TCDL 4 psf.
- Building Designer shall verify self weight of the truss and other dead load materials do not exceed BCCL 5 psf.
- Design assumes minimum 2x (vertical orientation, visually graded) purlins attached to the TC at purlin spacing shown with at least 2-10d nails.
- Creep has been considered in the analysis of this truss.
- The "SYP" label shown in the "Material Summary" above indicates the new SPIB design values effective June 1, 2013 were used.
- Listed wind uplift reactions based on MWFRS Only loading.

ALL PERSONS FABRICATING, HANDLING, ERECTING OR INSTALLING ANY TRUSS BASED UPON THIS TRUSS DESIGN DRAWING ARE INSTRUCTED TO REFER TO ALL OF THE INSTRUCTIONS, LIMITATIONS AND QUALIFICATIONS SET FORTH IN THE EAGLE METAL PRODUCT'S DESIGN NOTES ISSUED WITH THIS DESIGN AND AVAILABLE FROM EAGLE UPON REQUEST. DESIGN VALID ONLY WHEN EAGLE METAL CONNECTORS ARE USED.

TrueBuild® Software v5.5.2.253
 Eagle Metal Products
 Dallas, TX 75234

SPAN 30-0-0	PITCH 4/12	QTY 1	OHL 0-0-0	OHR 0-0-0	CANT L 0-0-0	CANT R 0-0-0	PLYS 1	SPACING 48 in	WGT/PLY 144 lbs
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All plates shown to be Eagle 20 unless otherwise noted.

Loading (psf)	General	CSI Summary	Deflection	L/	(loc)	Allowed
TCLL: 30	Bldg Code: IBC 2015/	TC: 0.80 (2-3)	Vert TL: 0.03 in	L/999	(6-7)	L/240
Snow(Ps/Fg): 28/50	TPI 1-2007	BC: 0.24 (6-8)	Vert LL: 0 in	L/999	5	L/360
TCCL: 4	Rep Mbr Increase: No	Web: 0.33 (2-9)	Horz TL: 0 in			
BCCL: 0	Lumber D.O.L.: 115 %					
BCDL: 5						

Reaction Summary

Brg Combo	Brg Width	Rcd Brg Width	Max React	Max Grav Uplift	Max MWFRS Uplift	Max C&C Uplift	Max Uplift	Max Horiz
1	360 in	N/A	1,429 lbs	-	-407 lbs	-511 lbs	-511 lbs	22 lbs
1	360 in	N/A	437 lbs	-	-	-	-	-
1	360 in	N/A	1,394 lbs	-	-428 lbs	-531 lbs	-531 lbs	-22 lbs
1	360 in	N/A	247 lbs	-148 lbs	-6 lbs	-	-148 lbs	-308 lbs
1	360 in	N/A	230 lbs	-195 lbs	-16 lbs	-	-195 lbs	-317 lbs
1	360 in	N/A	1,063 lbs	-	-375 lbs	-471 lbs	-471 lbs	1,297 lbs
1	360 in	N/A	1,038 lbs	-	-390 lbs	-487 lbs	-487 lbs	-1,273 lbs

Material Summary

TC SFF #2 2x 6
BC SFF #2 2x 8
Webs SFF Stud 2x 4

Bracing Summary

TC Bracing: Furlins at 24" OC, Furlin design by Others.
BC Bracing: Sheathed or Furlins at 10-0-0, Furlin design by Others.

Loads Summary

1) This truss has been designed for the effects of balanced and unbalanced snow loads for hips/gables in accordance with ASCE7 - 10 with the following user defined input: 50 psf ground snow load, Return Category C, Exposure Category Partially Exposed (Cs = 1.0), Risk Category I (I = 0.80), Thermal Condition All Others (Ct = 1.0), DOL = 1.15. If the roof configuration differs from hip/gable, Building Designer shall verify snow loads.

2) This truss has been designed for the effects of wind loads in accordance with ASCE7 - 10 with the following user defined input: 105 mph (Factored), Exposure C, Enclosed, Gable/Hip, Risk Category I, h=H=L=20 ft, End Zone Truss, Both ends considered. DOL = 1.60

3) Minimum storage attic loading has been applied in accordance with IBC 1607.1

Member Forces Summary

Table indicates: Member ID, max CSI, max axial force, in or comp. force if different from max axial force. Only forces greater than 300 lbs are shown in this table.

TC	1-2	0.787	-1,480 lbs	2-3	0.798	-1,649 lbs	3-4	0.798	-1,649 lbs	4-5	0.787	-1,480 lbs
Web	2-9	0.333	-1,274 lbs	4-10	0.333	-1,274 lbs						
	9-8	0.325	-1,274 lbs	10-6	0.325	-1,274 lbs						

Notes:

- 1) Unless noted otherwise, do not cut or alter any truss member or plate without prior approval from a Professional Engineer.
- 2) Attic floor area has been designed as a living area with 0 psf floor live load and a 0 psf floor dead load, and the interior vertical webs and ceiling has been designed for a 0 psf dead load.
- 3) When this truss has been chosen for quality assurance inspection, the Effective Tool Count Method per TPI 1-2002/A3.4 shall be used.
- 4) Building Designer shall verify self weight of the truss and other dead load materials do not exceed TCCL 4 psf.
- 5) Building Designer shall verify self weight of the truss and other dead load materials do not exceed BCDL 5 psf.
- 6) Design assumes minimum #2 (flat orientation, visually graded) purlins attached to the top of the TC at purlin spacing shown with at least 2-10d nails.
- 7) Brace bottom chord with approved sheathing or purlins per Bracing Summary.
- 8) At least one web of this truss has been designed with a panel point in the web. All panel points on such webs shall be braced laterally perpendicular to the plane of the truss. Lateral braces shall be installed within 6" of each web panel point.
- 9) Creep has been considered in the analysis of this truss.
- 10) Indicates lateral bracing required perpendicular to the plane of the truss at either the midpoint (one shown) or third points (two shown), bracing by others. See BCCL-B3 for additional information.
- 11) Due to negative reactions in gravity load cases, special connections in the bearing surface at joints 5, 1 may need to be considered.
- 12) Listed wind uplift reactions based on MWFRS & C&C loading.
- 13) Bottom chord in the open area of this truss meets L/360 for live load and L/240 for total load deflection criteria.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 26, 2021

RE: ORDINANCES GRANTING A HEALTH CLUB UTILIZATION AT THE FORMER PAPER MILL PROPERTY, 300 S. FIRST AVE.

Brian Faletti, owner of Dynamic Fitness, would like to construct and operate a health club on the property known as the “old paper mill,” which currently possesses the address of 235 E. Oak Street. This area is currently owned industrial, which necessitated two ordinance in relation to Mr. Faletti's request. The first is the type of utilization of an industrial property, while the other concerns the conditional use of the short-term utilization of the property in line with its former most recent use, for which the Village Board had previously provided a conditional use.

As far as the use of the property, the Code is currently silent as to the operation of a Health club within industrial property. Prior to the public hearing, the Planning & Zoning Board had recommended that health club be added as a permitted use within industrial properties. This is similar to many other permitted uses such as gymnastics, tumbling gym. The first matter considered during the public hearing was a text amendment to allow health clubs within industrially-zoned areas. This was unanimously supported and recommended for adoption by the Village Board. The first ordinance has been prepared to allow this utilization.

The next ordinance to be recommended by the Planning & Zoning Board was the conditional use to ensure this large lot could maintain some of its current uses while it continues to evolve into a ready-to-build industrial area for its new owner. The petitioner provided a land use plan that simply disturbs less than ½ acre on the 9.49 acre. With this minimal disruption to the overall lot, the regular concerns regarding storm water retention and conveyance as well as interior roadway network and utility extensions must not be determined until a new phase of development. These future needs to be addressed have been clear to the petition and new owner, but due to the impact upon this large lot, these future requirements are not required from the onset. Please note, this lot has access to water and sanitary sewer utilities currently; while construction is necessary to ensure connection at the new building site, the new location must simply pay a tap on fee to connect.

Brian Faletti wishes to construct a 9,600 square foot metal building in order to start a new development at this location. This design complies with the industrial design guidelines because it is less than 12,000 square feet. No other variances are requested regarding the type and appearance of the structure. 45 total parking spaces shall be necessary, but an adjacent area of aggregate may be utilized for some of the staff in order to disturb less of the property with this first development.

As far as the conditional use, this property currently allows crushing and placement of aggregate on a seasonal basis. Ordinance 20-17 currently provides this allowance, which ceases by April 15, 2023. The current conditional use permit would allow crushing and storage of aggregate piles without any season to allow the new owner to move them as needed while working on the property. However, no new material can be brought onsite for processing. Construction of the building is to begin and the aggregate placed about the property will be utilized as a resource whenever possible for fill and construction materials. The remainder will be hauled offsite. No more piles of aggregate shall remain after December 31, 2022.

Recommendation:

- 1.) Adopt Ordinance No. ____: Adopting a Text Amendment to Allow Health Clubs as a Permitted Use within I-1 and I-2 zoned areas of the Village.
- 2.) Adopt Ordinance No. ____: Permitting Conditional use for the new owner of 300 S. First Ave. to Allow Crushing and Storage of Aggregate Materials.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 21 - ____

**AN ORDINANCE AMENDING THE VILLAGE OF COAL CITY
CODE OF ORDINANCES ALLOWING HEALTH CLUBS AS PERMITTED USE
WITHIN INDUSTRIAL ZONED AREAS**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2021

ORDINANCE NO. 21-_____

**AN ORDINANCE AMENDING THE VILLAGE OF COAL CITY
CODE OF ORDINANCES ALLOWING HEALTH CLUBS AS PERMITTED USE
WITHIN INDUSTRIAL ZONED AREAS**

WHEREAS, it is in the best interest of the residents of Coal City that the Village update the Village Code in a timely manner; and

WHEREAS, the Planning and Zoning Board published and conducted a public hearing on Monday, May 17, 2021; and

WHEREAS, the Planning & Zoning Board has determined during the consideration and review of a petition the permitted use “health club” should be included within the industrially zoned categories; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village to update the building code requirements and standards regarding the application of building permits.

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

Section 1. Recitals. The recitals listed below shall replace the existing code provisions.

Section 2. Amendment to include a Permitted Use for Areas Zoned Industrial. Table 9: Permitted and Conditional Uses in Office and Industrial Districts, which provides the conditional permitted uses for the areas with office zoning as well as industrial zoning shall be amended as follows:

- A. Within Table 9, Group Z, the following utilization of the property shall be added to the existing permitted uses alphabetically and all other uses shall be re-arranged accordingly – Health clubs, as defined in § 156-3.

- B. Within Table 9, Group BB, the following utilization of the property shall be added to the existing permitted uses alphabetically and all other uses shall be re-arranged accordingly – Health clubs, as defined in § 156-3.

Section 3. Effective Date. After its passage, the amended provisions of the Village Code, outlined herein, shall be effective and commence 10 days after this Ordinance is printed in book or pamphlet form and published by the authority of the corporate authorities.

SO ORDAINED this _____ day of _____, 2021, at
Coal City, Grundy County, Illinois.

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE TO THE ZONING CODE
ALLOWING FOR THE HAULING, STORING, AND PROCESSING OF MATERIAL AT
300 S. FIRST AVE.**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
DAVIS SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2021

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE TO THE ZONING CODE
ALLOWING FOR THE HAULING, STORING, AND PROCESSING OF MATERIAL AT
300 S. FIRST AVE.**

WHEREAS, an application for conditional uses provided in Section 156-230 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by an agent of the property owner, Brian Faletti (“Applicant”), on April 21, 2021 to operate a Health Club upon the property formerly known as 235 E. Oak Street to include the continuation of certain conditional uses during property construction; and

WHEREAS, Section 156-112 sets forth Conditional Uses for Industrially-zoned property within Table 9 of the Village Code; and

WHEREAS, Applicant seeks approval of a conditional use permit authorizing the storage of concrete and existing debris on the subject property and crushing the concrete onsite for recycling into road mix and coarse aggregate (cumulatively, “Aggregate Processing”) to grade the subject property for industrial utilization and possible subdivision; and

WHEREAS, the subject property is zoned I-1 and the proposed uses constitute conditional uses on the property pursuant to Village Code Chapter 156, Table 9, Use Group AA, No. 30 – Gravel Manufacturing, and Use Group AA, No. 40 – Outdoor storage associated with any permitted or conditional use in the district; and

WHEREAS, a public hearing was properly noticed and duly held on May 17, 2021; and

WHEREAS, subsequent to the public hearing, the Zoning Board of Appeals made certain findings of fact, set forth herein, and positively recommended to the Board of Trustees the approval of a conditional use permit allowing for the storage, and processing of material on Applicant’s property, subject to compliance with certain conditions set forth herein; and

WHEREAS, Article XI of Chapter 156 and Section 156-27 permits the Village Board to approve Conditional Uses in accordance with the Village Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City have reviewed the petition, the Zoning Board of Appeals’ written findings of fact and recommendation, the applicable legal standards and Village Zoning Code criteria governing conditional uses, and hereby concur with said findings and recommendation of the Zoning Board of Appeals, finding and determining that it is in the best interests of the Village to grant the requested conditional use approval, subject to and contingent upon compliance with the conditions set forth in this ordinance.

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. Furthermore, the Board of Trustees finds the following regarding the petitioner's request for a certain conditional uses:

1. **Traffic.** There shall be no significant impact of traffic because no additional hauling onto the property may occur; hours of operation are limited by those hours by which are contractors are regulated within the Village Code.
2. **Environmental Nuisance.** The intended use of the property shall comply with the Village's Performance Standards provided within Section 156-205, which sets forth the standards concerning noise, vibration, smoke, particulate matter, toxic matter, odor, glare, heat, and radioactive material. Limits upon the hours of operation are included in the conditions to assist in abiding by the noise performance standards; a limitation upon the equipment allowed to crush the aggregate has been included to ensure compliance with the particulate matter performance standard.
3. **Neighborhood Character.** This property has been zoned industrial and is set apart from adjacent residential properties to the west by the BNSF Railroad and is bordered by a natural drainage ditch restriction to the east. The utilization of the conditional use shall not result in a deleterious effect upon the neighboring properties during the creation of aggregate to bring the property up to grade and will ultimately result in improvement upon the property as it shall be prepared for further industrial development after the conditional use had been terminated.
4. **Public Services and Facilities.** The conditional use shall not result in the need for additional public services to the property. The existing water, sanitary, and road infrastructure is adequate for the utilization of this property and the conditional use shall not generate a disproportionate demand for public services. During the placement of aggregate created upon the property, positive drainage shall be improved due to the planned shaping of storm water drainage on the west side of the property.
5. **Public Safety and Health.** The proposed conditional use shall not be detrimental to the health of employees, patrons, or general public within the vicinity due to the use of specific property for the crushing of concrete on the premises. Negative secondary effects on employees and the general public within the vicinity are mitigated by required compliance with IEPA regulations requiring the debris to be free of hazardous materials and IDOT aggregate quality specifications and mandated testing procedures limiting deleterious constituents in the processed aggregate. Further, the crushing may only occur through the use of equipment with internal water dust suppression, which produces a water cloud mist limiting dust emissions.

6. **Other Factors.** The proposed conditional use is of a temporary nature as the property owner prepares the property for future industrial end users.

Section 3. Description of the Property. The property is located at 235 East Oak Street in the Village of Coal City (the "Property") within an I-1 District. The Property bears tax identification number 09-02-133-002 and is legally described as follows:

PT NW - BEG 1354.05'E & 925'S NW COR, E770.9', SW TO INT NE LN RR & C/L VERMILLION ST, N TO SE LN RR, NE TO POB SEC 2-32-8.

Section 4. Public Hearing. Following due and timely notice via an advertisement on April 28, 2021 in the *Coal City Courier*, the certified mailing of notice to abutting property owners, and the posting of a sign on the Property in accordance with Section 156-30 of the Village Code, a public hearing was held by the Zoning Board of Appeals on May 17, 2021, at which time the Board unanimously recommended the petition for approval by the Board of Trustees.

Section 5. Conditional Use. The petitioner shall be allowed to store and process currently situated legally conforming material within State of Illinois environmental standards and continue to fill the Property with the resulting aggregate until the topography of the Property has increased to a ground elevation of 571' above sea level.

Section 6. Conditions. The conditional use approvals granted herein are contingent and subject to each and every of the conditions, terms and restrictions specified in this Section 6. Upon failure or refusal of Applicant to comply with the conditions, restrictions, or provisions set forth herein, the conditional use approvals shall, at the sole discretion of the Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Board of Trustees will not revoke the conditional use permit herein granted unless it first provides Petitioner with an opportunity to be heard at a regular or special meeting of the Board of Trustees. The conditional approval of the conditional use permit provisionally granted herein is premised on full compliance by Applicant with the following conditions:

- A. Crushing of material shall occur during regular established hours of business, which shall not extend after 5:00pm on week days - Monday through Friday, and on Saturday until 12:00pm; work shall not begin prior to 8:00am.
- B. The conditional uses of the property authorized herein, i.e. outdoor storage of unprocessed concrete debris associated with permitted and conditional uses on the property (Table 9, Group AA, No. 40), and gravel manufacturing (Table 9, Group AA, No. 30) shall cease prior to December 31, 2022.
- C. Recycling and/or crushing of aggregate material must abide by the performance standards set forth within Section 156-205. Crushing of material may only occur utilizing equipment containing operational internal water dust suppression technology; this equipment must produce a water cloud mist to eradicate dust

emissions. The placement of the crushing/recycling machinery must occur within the bounds of the location submitted and attached as Attachment A on the far northeast portion of the industrial property.

- D. All sources of material, quantities, and post-recycling material shall be monitored and recorded per the State of Illinois Environmental specifications and shall consist of at least 97% concrete and be free of hazardous materials.
- E. Any portion of aggregate otherwise allowed to leave the premises is forfeited if it is not moved in a timely manner following notice by the Village that stockpiled aggregate must be removed from the Property or spread as fill thereon.
- F. Nothing contained within this Ordinance shall usurp any state or federal guideline/requirements for filling one's property with aggregate material. Improvements to the Property including final drainage must comply with all applicable laws. The development, use, operation, and maintenance of the Property shall be in strict conformance with all applicable Village, County, State, and Federal codes, statutes, ordinances, rules, and regulations from which no relief has been granted.
- G. The Property shall be operated according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of May 17, 2021.

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 _____, 2021, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: BC Falletti LLC

Address: 235 E Oak Street Phone number: 815-274 1530

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

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

East I-1 West B5-3

What zoning change or variance: (specify) A Conditional use to allow the operation of a Private Gym to be constructed utilizing a metal Building per the Elevations provided

To allow what use The Establishment of a recreational Facility

Tax number of subject property: 09-02-133-002

Common address of property: 235 East Oak Street

Parcel dimensions: 788x1520x 325x55x30x 650 Lot area (sq. ft.) 436,500

Street frontage 700'

Legal description _____

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

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

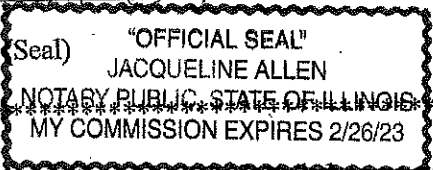
Brian Feltner, being first duly sworn, on oath deposes and says,
Applicant's Name

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

Subscribed and sworn before me on this 21st day of April, 2021.

Jacqueline Allen
Notary Public (Seal)

Brian Feltner
Signature of Owner



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

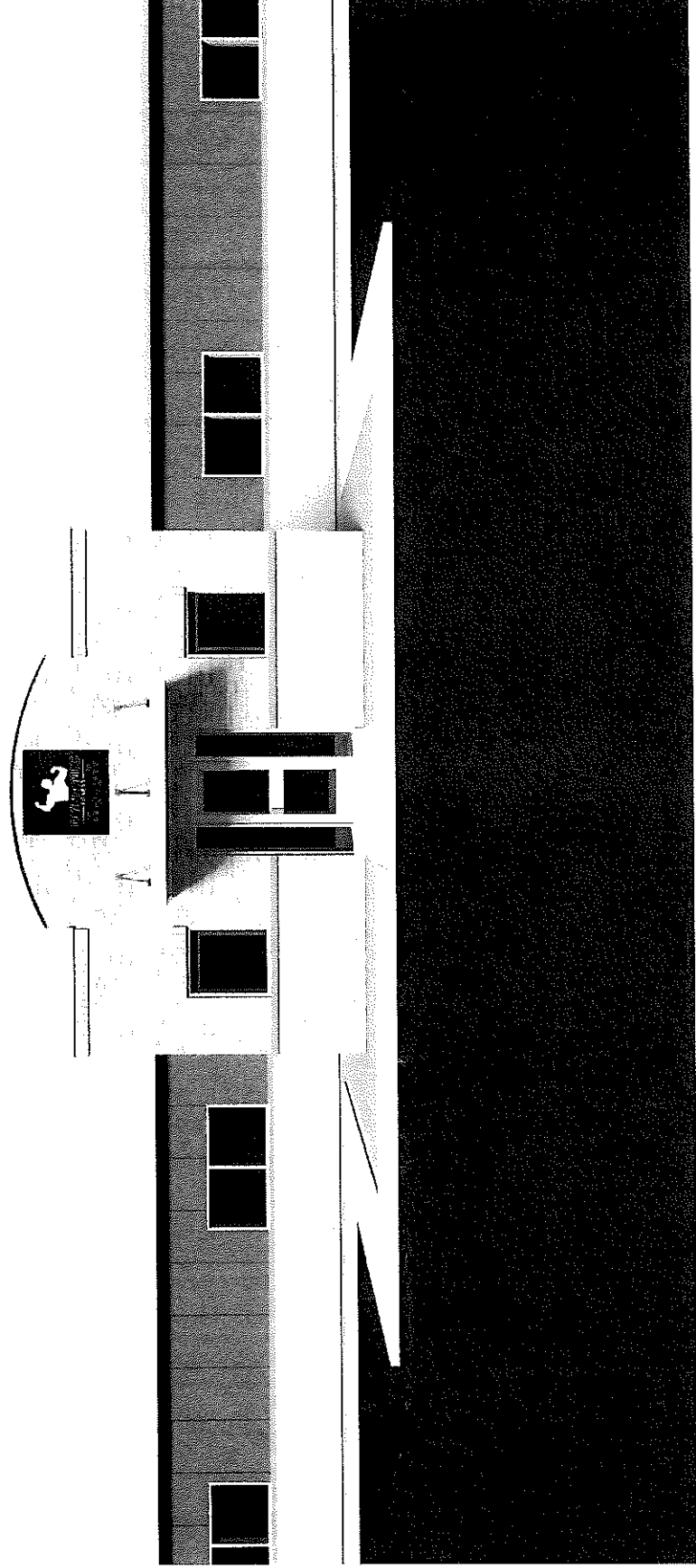
Please note the number of pages attached. 2

FOR OFFICE USE ONLY

Case number	<u>ZA-330</u>	Location of hearing	
Filing date	<u>April 21, 2021</u>	Village Hall	
Hearing date	<u>May 17, 2021</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

235 E. Oak Street

Dynamic Fitness Elevation



Property Tax# 09-02-133-002

Case# ZA-330

In line with the review of the Planning & Zoning Board's comments of May 3rd, I would like to amend the April 21st petition regarding the ability to construct a new building to house Dynamic Fitness at the property commonly known as 235 E. Oak Street. There are two items for which the public hearing should address in order to allow the planned use. A text amendment with the Village Code to allow Health Clubs within Group Z of Table 9 as a permitted use within industrially zoned properties.

The other consideration is concerning the continued outdoor storage of piles of construction debris related to the previous utilization of this industrial property. They shall be processed and eliminated over time according to the plan submitted to the Village, but must be conditionally permitted until the plan is completed. Projected completion date 12/31/2022.



Brian Faletti
BC Faletti, LLC

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 26, 2021

RE: OBLIGATION TO PROVIDE PAYMENT TO NCICG FOR SUPPORT SERVICES DUE TO FILING FOR ADDITIONAL CDBG HOUSING REHABILITATION PROGRAM

North Central Illinois Council of Governments (NCICG) utilizes resolution to obligate municipalities to pay for services related to their services for applying and securing available grants and programs. Currently, NCICG is set to apply for a second Housing Rehabilitation Program Area, which includes a portion of Coal City that was eliminated the last time the Department of Commerce and Economic Opportunity (DCEO) approved a program area.

Although the top fee that could result from NCICG's actions is a maximum of \$6,000, the set portion of the fee is \$2,000 for grant application. The remainder depends upon the number and severity of the households that respond to the current survey opportunity. IN order to receive consideration, a portion of the Housing rehabilitation Area must be inspected via "sidewalk inspections" to be categorized as minor, moderate, or major repairs. This involves the time of a trained inspector to determine the categories to provide the data necessary to apply for the program. Should more moderate homes respond to the survey, the time of this Inspector will increase and more homes will qualify. The opposite is major home repairs, which result in less total inspections.

Recommendation:

Adopt Resolution No. _____: Entering into an Agreement with NCICG for Housing Rehabilitation Program Application Services.

Resolution # _____

**RESOLUTION TO ENTER INTO AN AGREEMENT
FOR APPLICATION SERVICES
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING
REHABILITATION GRANT
ON BEHALF OF THE VILLAGE OF COAL CITY**

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2021 by and between the VILLAGE of COAL CITY, Illinois (hereinafter referred to as the "VILLAGE") and the North Central Illinois Council of Governments, 613 West Marquette Street, Ottawa, Illinois, (hereinafter referred to as the "COUNCIL").

WITNESSETH:

WHEREAS, the VILLAGE of COAL CITY is desirous of entering into an Agreement with the State of Illinois to provide for financial aid to the VILLAGE under Title I of the Housing and Community Development Act of 1974, as amended, for a CDBG Housing Rehabilitation project to provide housing rehabilitation to qualified residents.

WHEREAS, the VILLAGE desires to engage the COUNCIL to render certain technical advice and assistance in the preparation of an IL Community Development Block Grant (CDBG) application.

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

A. APPLICATION PREPARATION

The COUNCIL shall perform all the necessary services provided under this AGREEMENT in connection with the Illinois Community Development Block Grant (CDBG) application preparation in a satisfactory manner, as determined by the VILLAGE. The COUNCIL does not guarantee that its application services will result in grant funding for the project. The COUNCIL, however, will make every effort to secure funding for said program in cooperation with the VILLAGE.

1. Work with the Village to acquire the appropriate income surveys for the project.
2. Assist in obtaining and evaluating available demographic and income data in order to assist the VILLAGE in obtaining said State assistance.
3. Advise the VILLAGE on strategies and activities most likely to result in favorable review by the Illinois Department of Commerce and Economic Opportunity (DCEO).
4. Advise the VILLAGE on possible avenues of financial packaging.
5. Assist the VILLAGE in obtaining cost estimates for all CDBG activities, including strategies to lower cost, wherever possible. Acquire information needed from all parties. Assemble the grant package.
6. Attend and conduct the CDBG required public hearing. Attend Village Board meetings associated with the preparation of the application and make presentations as required.
7. Prepare, duplicate, and distribute the required number of copies of the application. Attend any state required site visits, if requested.

B. COST OF SERVICES

Application fee – Approximately \$6,000 (approximate cost) includes the following

1. Application, including survey tally and mapping.
2. House Assessments and cost estimates
3. Postage/envelopes for mailing surveys to residents
4. Publish legal notice for the official public hearing

The Village will be invoiced when the application is submitted.

C. OTHER PROVISIONS

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE of COAL CITY that this AGREEMENT be adopted by the VILLAGE of COAL CITY and the Village President and Village Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this _____ day of _____, 2021.

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

FOR THE VILLAGE:

FOR THE COUNCIL:

Terry Halliday, Village President

Kevin Coleman, Vice President

ATTEST:

ATTEST:

Pamela Noffsinger, Village Clerk

Jennifer Scheri, Secretary

(SEAL)

(SEAL)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 26, 2021

RE: EXTENSION OF INTERNSHIP CONTRACT WITH NIU

The Village entered into an initial contract for intern services, but the current Intern, Thomas Phetmeuangmay has another school year ahead of him. This contract would continue his services with the Village through the end of his time earning his Masters in Public Administration. This contract would provide his services at the same rate of \$1,545 per month. This contractual payment is provided to Northern Illinois University, which provides benefits for Mr. Phetmeuangmay.

This opportunity has been advantageous for the Village allowing projects requiring a great deal of paperwork to be filed to be finished through his leadership and not requiring as much attention of the rest of staff. To date, Thomas' tasks have been focused upon many of the results of COVID. Besides securing the CUREs funding for the Village, Thomas is currently working on a FEMA application to possibly apply for specific funds related to the village's COVID response.

Recommendation:

Authorize Mayor Halliday to Enter into a Contract with NIU to secure Intern Services.

AGREEMENT FOR STUDENT INTERNSHIP/EXTERNSHIPS

THIS AGREEMENT FOR STUDENT INTERNSHIP/EXTERNSHIPS (“Agreement”) is made by and between the Board of Trustees of Northern Illinois University, hereinafter called the “UNIVERSITY,” located in DeKalb, Illinois, and Village of Coal City hereinafter called the “SPONSOR,” with principal offices at 515 S. Broadway, Coal City, Illinois 60416.

WITNESSETH:

WHEREAS, the SPONSOR and the UNIVERSITY (the parties) desire to enter into an agreement pertaining to an internship/externship for student interns in accordance with this Agreement and Appendix A to this Agreement;

WHEREAS, the internship/externship is to be funded by the SPONSOR and carried out by the UNIVERSITY under the terms and conditions specified herein; and

WHEREAS, the performance of the internship/externship is of mutual interest to the SPONSOR and the UNIVERSITY, and is consistent with the instructional, scholarship and research objectives of the UNIVERSITY as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

The aforementioned RECITALS are incorporated into and made a part of this Agreement, as if fully set forth below.

1. STATEMENT OF WORK

The UNIVERSITY agrees to provide one or more student interns, selected by SPONSOR as provided in Paragraph 2 (“Student Intern”) for an internship/externship (“Int/Ext”) with the SPONSOR and SPONSOR agrees to provide professional duties and supervision to enhance the overall educational experience for the Student Intern(s) during the Int/Ext, as further described in the Statement of Work (“SOW”). The SOW, when executed by the parties, shall be incorporated as Appendix A of and be made a part of this Agreement. The parties may agree to subsequent Int/Ext, in separate statements of work, which if executed by the parties, shall also be incorporated into Appendix A.

2. STUDENT INTERN

Student Intern will devote an average of _____20_____ hours per week to the Int/Ext to perform duties as assigned and determined by the sponsor over the Period of Performance specified below. If for any reason a selected Student Intern withdraws from serving as Student Intern, or the UNIVERSITY or SPONSOR become dissatisfied with the performance of the Intern, the UNIVERSITY and the SPONSOR shall endeavor to agree upon a successor Student Intern or shall

terminate this Agreement in the manner provided under this Agreement. The UNIVERSITY and the SPONSOR agree to notify the other party in writing regarding attendance or other concerns relating to the Student Intern's performance. The SPONSOR shall designate an on-site supervisor who will be responsible for reporting and receiving reports of attendance or other performance concerns to/from the UNIVERSITY Programmatic Contact.

3. PERIOD OF PERFORMANCE

The term of this Agreement shall be the period from July 1, 2021 through May 15, 2022. This date may be extended under the same terms or such other terms as may be mutually agreed upon.

4. INT/EXT COST AND PAYMENT

Payment obligations shall be as stated in each respective Statement of Work.

5. INSURANCE

Both parties shall maintain during this Agreement, general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate for claims arising out of the actions of their respective employees or other participating agents. Where required by law, each party shall maintain workers' compensation insurance in amounts not less than that required by law for employees performing work in connection with this Agreement. SPONSOR's site may be self-insured.

6. INVENTIONS AND PATENTS

If the Int/Ext results in any new, patentable development, the parties shall negotiate disposition of such developments in good faith.

7. CONFIDENTIAL INFORMATION

Each party to this Agreement agrees to treat confidential or proprietary information ("Proprietary Information") received from the other with the same degree of care with which it treats its own confidential or proprietary information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:

- a. was known to the recipient prior to the disclosure hereunder;
- b. is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
- c. has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or
- d. is required to be disclosed by law.

Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the termination or expiration of this Agreement.

8. TERMINATION

This Int/Ext may be terminated by either party for convenience and without cause upon thirty (30) days' written notice. In the event of termination by the SPONSOR for other than cause, the UNIVERSITY will be reimbursed for all costs incurred and all non-cancellable commitments at the time of termination. In the event of termination by the UNIVERSITY, any unexpended or unobligated balance of funds advanced by the SPONSOR shall be refunded to the SPONSOR. This Int/Ext may be terminated by either party for cause upon written notice of breach to the other of breach and the failure of the breaching party to cure said breach to the reasonable satisfaction of the other within three (3) days of receiving notice. In the event of termination for cause, SPONSOR shall be responsible for payment to UNIVERSITY for services performed prior to termination, together with reimbursable expenses then due. The parties' payment obligations, duties of confidentiality, obligations to indemnify, defend and hold harmless and choice of law provisions shall survive any termination or expiration of the Agreement, as shall any other provision or term which ought to survive based on its context and intent.

9. USE OF THE NAME OF THE PARTIES

Neither the SPONSOR nor the UNIVERSITY shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the UNIVERSITY, such approval will be obtained from the Northern Illinois University "Division of Enrolment Management, Marketing and Communications."

10. PUBLICATION

The parties shall retain all of their respective pre-existing intellectual property rights including, without limitation, all trademarks and logos, patents, copyrights, trade secrets, and proprietary technology, owned prior to the execution of this Agreement. If an Int/Ext results in any new inventions or other intellectual property, each party agrees to disclose them to the other party the parties shall negotiate ownership and licensing rights in good faith.

During the Term of this Agreement, where applicable, the parties shall cooperate in good faith to redact pertinent information from Student Interns' thesis, dissertation or manuscript such that Student Interns will not be unreasonably delayed or prevented from completing their requirements for applicable college credit.

11. WARRANTIES

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT,

INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INT/EXT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS (BUT WITHOUT PREJUDICE TO ITS OBLIGATIONS TO INDEMNIFY, DEFEND OR HOLD HARMLESS, AS STATED BELOW).

12. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

To the fullest extent permitted by Illinois law, each party (the "Indemnifying Party" for purposes of this Section) shall indemnify, defend and hold the other party (the "Indemnified Party" for purposes of this Section) harmless from and against any claims, actions demands, suits, judgments, expenses, reasonable attorneys' fees and legal costs, damages, liability or injuries, by and to the extent attributable to the Indemnifying Party, its agents' or employees': (a) negligence or intentional misconduct (b) breach of applicable laws and regulations; or (c) infringements of intellectual property rights of third parties. Notwithstanding the foregoing, UNIVERSITY will not indemnify, defend or hold SPONSOR harmless for Student Interns' quality of work, performance, competence or progress in any Int/Ext or SOW under this Agreement.

Except for the parties' obligations to indemnify, defend and hold the other party harmless under this Section, neither party shall be liable or responsible for any indirect, consequential, punitive damages, loss of profits or business, whether or not foreseeable. To the maximum extent permissible under Illinois law, UNIVERSITY will not be liable or responsible for Student Interns' quality of work, performance, competence or progress in any Int/Ext or SOW under this Agreement.

13. ASSIGNMENT

Neither party shall assign its rights under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, University hereby consents to the assignment of this agreement by Sponsor to any present or future wholly-owned affiliate of Sponsor or to any successor in interest of the entire business of Sponsor as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of Sponsor under this agreement.

14. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. This Agreement shall not limit either party's right to assert any governmental immunities or defenses in any claims against other party.

15. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

By: _____

Name: _____

Title: _____

Date: _____

**VILLAGE OF COAL CITY, IL
[SPONSOR]**

By: _____

Name: _____

Title: _____

Date: _____

EIN: _____

(If EIN unavailable, please attach W-9.)

APPENDIX A: STATEMENT OF WORK

This Statement of Work ("**SOW**") is attached as Appendix A to the AGREEMENT FOR STUDENT INTERNSHIPS/EXTERNSHIPS ("Agreement") with a Term commencing on July 1, 2021 (the "**Agreement**"), between the Board of Trustees of Northern Illinois University on behalf of its College of Liberal Arts and Sciences/Department of Public Administration (hereinafter called the "**UNIVERSITY**") with principal offices at DeKalb, Illinois 60115, and Village of Coal City (hereinafter called the "**SPONSOR**") with principal office address at 515 S. Broadway, Coal City, IL 60176

1. Scope of Services by Student Interns.

Under the direction of SPONSOR, the student intern(s) assigned by the University for performance of the internship or externship are as follows: Thomas Phetmeuangmay (individually and collectively referred to hereafter as "**Student Intern.**") UNIVERSITY shall appoint one or more faculty advisor or intern director to mentor and guide Student Interns.

The "Int/Ext" that Student Interns will undertake are described in the attached position description. **Position description is attached to this document.**

2. Payments

The SPONSOR agrees to reimburse the UNIVERSITY a total of \$16,222.50 for the performance of the internship/externship. Payments are to be made in accordance with the following schedule:

\$ 1545.00 per month for 10.5 months. Checks are to be made payable to Northern Illinois University and sent to the address below by the first day of each month.

Commercial Accounts Receivable/Division of Administration and Finance
Swen Parson 210
DeKalb, IL 60115
accountsreceivable@niu.edu

The UNIVERSITY is not obligated to expend any other funds for this internship/externship, and the SPONSOR is not obligated to pay the UNIVERSITY in excess of the above stated amount.

3. **No Modification.** Any modifications to this SOW, shall be subject to a separate mutually agreed SOW executed by the parties.

4. **Not an Offer.** This SOW shall only be binding if it is signed by authorized representatives of UNIVERSITY AND SPONSOR.

5. **Contacts.** The following individual for each of the parties shall be responsible for the daily operation of this SOW. These individuals also shall be the contact people for all communications and billing questions or issues related to the Int/Ext.

SPONSOR Contact

Name: _____
Title: _____
Department: _____
Phone: _____
Email: _____
Fax: _____

Financial Contact:

Name: _____
Title: _____
Department: _____
Phone: _____
Email: _____
Fax: _____

UNIVERSITY Contact

Denise Burchard
Assistant to the Chair
Department of Public Administration
NIU, DeKalb, IL 60115-2828
Email: dburchard@niu.edu
Tel: 815-753-0183

Financial Contact:

Catherine Watson
Accountant I
Commercial Accounts Receivable
Swen Parson 210, DeKalb, IL 60115
Email: cewatson@niu.edu
Tel: 815-753-0773

6. **Special Terms/Assumptions.**

All capitalized terms which are not defined herein shall have the same meanings set forth in the Agreement. This Statement of Work is hereby agreed to by the parties as evidenced by the signatures of its authorized representatives.

**BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY**

**VILLAGE OF COAL CITY, IL
[SPONSOR]**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EIN: _____
(If EIN unavailable, please attach W-9.)

