

# COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY  
JULY 28, 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  
July 14, 2021 Public Hearing  
July 14, 2021 Regular Meeting
4. Approval of Warrant List
5. Public Comment
6. Ordinance 21-23 Fence Variance Request-80 N. 4<sup>th</sup> Avenue
7. Ordinance 21-24 Extension of Lease-55 W. Maple

8. Resolution 21-11                      Employee Handbook Revision  
Whistleblower & Anti-Retaliation  
Policy
  
9. Approval to Proceed with Well #3 Repairs by Layne-Christensen
  
10. Report of the Mayor
  
11. Report of the Trustees:              S. Beach  
    September 18<sup>th</sup> Plans for  
    S. Broadway Dedication  
    T. Bradley  
    D. Spesia  
    D. Greggain  
    R. Bradley  
    D. Togliatti
  
12. Report of Village Clerk
  
13. Report of Village Attorney
  
14. Report of Village Engineer
  
15. Report of Chief of Police
  
16. Report of Village Administrator

**MEMO**

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

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

**MEETING**

**DATE:** July 28, 2021

**RE: GRANTING A VARIANCE AT 80 N. FOURTH AVE FOR A FENCE TO BE PLACED WITHIN THE CORNER SIDE YARD**

Lorraine and Rebecca Curran who reside at the residence located at the southwest corner of the intersection of Fourth Ave. & First Street would like to construct a fence to allow the entirety of this double lot to be utilized by the family. The home is located about 40' from the right of way. Following the presentation, from the last meeting, the petitioners went to Grundy County and have requested to consolidate the two parcels that makeup the residential property. This will limit the total number of variances and simply require a variance from the corner sideyard standard. Their home is 41' from the northern boundary creating a 41' corner sideyard setback. The final location for the fence that will be constructed along their northerly boundary will possess a 4' setback from the property line.

During consideration of this petition, the neighboring property owner did appear to ensure the fence to be constructed on the westerly boundary would be placed in a location that left enough room to maintain their rental units located just to the west of this property; their structure is an existing non-conforming structure without the proper setback. Once the neighbors viewed the submitted parcel survey everyone was in agreement the proposal did not pose any problems for their continued maintenance of the property. The request was unanimously recommended for adoption by the Village Board.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting a fence to be located within the corner sideyard at 80 N. Fourth Avenue.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Lorraine & Rebecca Carran

Address: 80 N. 4th Ave Phone number: 815 582 0322

Owner represented by: Self  Attorney

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

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

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

Existing zoning: RS3 Use of surrounding properties: North RM1 South RM1

East RS3 West RS2

\* What zoning change or variance: (specify) Variance to build in the front yard with a variance of 16' from North lot line

\* To allow what use To build fence to allow dog to run in back yard (live on corner lot)

Tax number of subject property: 06-35-461-002 06-35-461-003

Common address of property: 80 N. 4th Ave

Parcel dimensions: 242 x 181 Lot area (sq. ft.) 43802

Street frontage 60 ft

Legal description Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 18, Village of Eileen, Coal Branch Junction, situated in the County of Grundy in the State of 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.

REBECCA H CURRAN, 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 21 day of June, 2021.

Pamela M. Noffsinger Rebecca H Curran

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. 2

**FOR OFFICE USE ONLY**

Case number ZA-333

Location of hearing

Filing date 6-21-21

Village Hall

Hearing date 7pm

515 South Broadway

Filing fee \$ 100.00

Coal City, Illinois

Hearing time July 19, 2021

GRUNDY COUNTY CONSOLIDATION / DIVISION REQUEST

NAME & ADDRESS

PARCEL NUMBERS:

Rebecca W Curran  
Lorraine A Curran  
80 N. 4th Ave  
Coal City IL 60416

06-35-461-002  
06-35-461-003

PLEASE CONSOLIDATE OR DIVIDE (CHOOSE ONE) ABOVE PARCEL NUMBERS.

PLEASE PROVIDE A SURVEY FOR PROPERTY DIVISIONS.

BRIEF DESCRIPTION OR COMMENTS:

Pam @ village of CC needs <sup>stamped</sup> copy of the process

SIGNED:

Rebecca W Curran

DATED:

7/7/2021

PHONE:

815 582 0322

EMAIL:

BECWA62@GMAIL.COM

Nora Ramey-Kammer 7/7/21



RETURN THIS FORM TO: GRUNDY COUNTY SUPERVISOR OF ASSESSMENTS  
111 E WASHINGTON ST.  
MORRIS IL 60450

QUESTIONS CALL: 815-941-3269

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Rebecca N \* Lorraine A Curran, 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- 333, 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:  
Stephen Hoch 29647 S. Gouge Rd Manhattan IL 60442  
Daniel J Kallan 71 N. Ottawa St Joliet 60432, Kyle Ripsch 5275 E. Deerfield Morris 60438  
Steve & Diane Early 719 Trotter Dr Coal City  
Gerald Szepelak 13838 W. 4250 N. Rd Essex IL 60935
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.

Rebecca N Lorraine A Curran  
Applicant  
Agent for applicant

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

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

# PLAT OF SURVEY

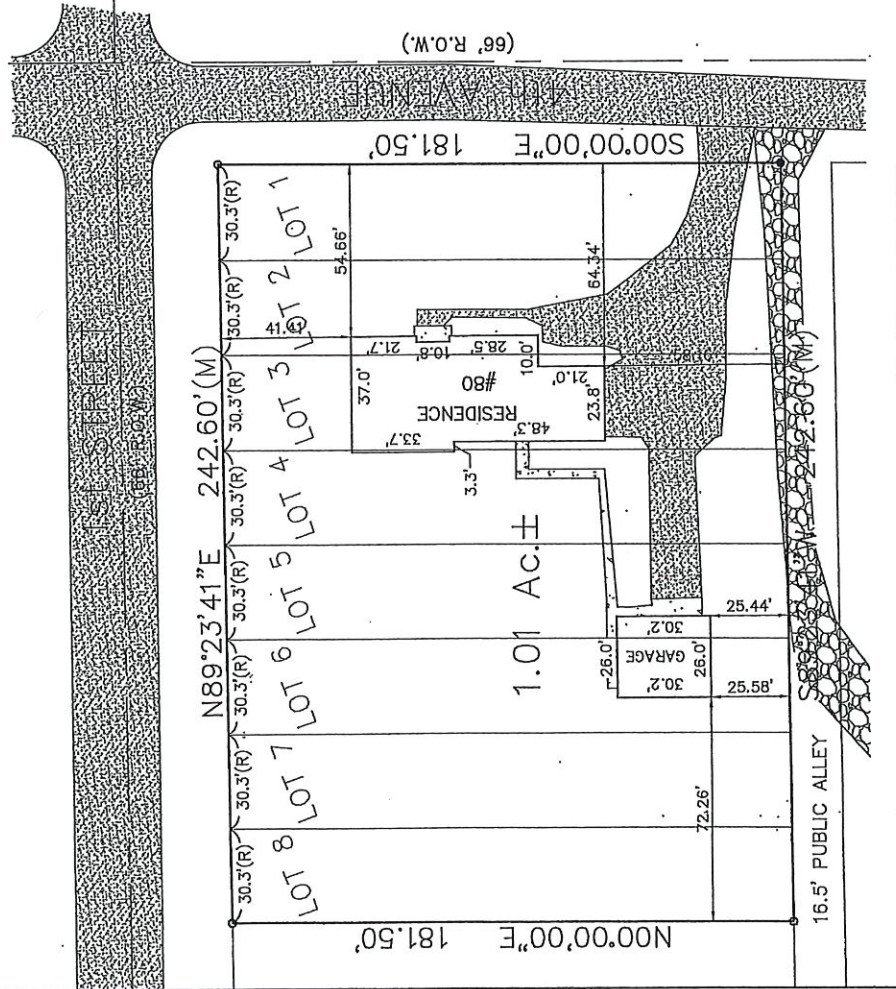
MORRISON SURVEYING CO., INC.

2710 N IL Rt 47, Morris, Illinois 60450  
 Phone (615) 942-2620 of



Lots 1, 2, 3, 4, 5, 6, 7 and 8, in Block 18, Village of Eileen, Coal Branch Junction, situated in the County of Grundy in the State of Illinois

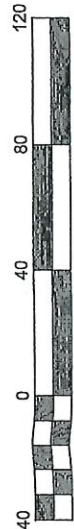
a.k.a 80 North 4th Avenue, Coal City, IL 60416



## LEGEND

- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- SET RAILROAD SPIKE
- FOUND IRON PIPE/ROD
- ASPHALT
- CONCRETE
- GRAVEL

BEARINGS BASED ON RECORDED PLAT OF SUBDIVISION



Scale 1" = 40'



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 herein in the county to the best of our ability and skill, and that the process and data used in the survey are in accordance with the minimum accuracy standards for a boundary survey. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit. Dimensions shown on buildings are to the outside of buildings. Given under my hand and seal at Morris, Illinois. Date: 06/03/21

MATTHEW MORRISON  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF ILLINOIS  
 MORRIS, ILL.

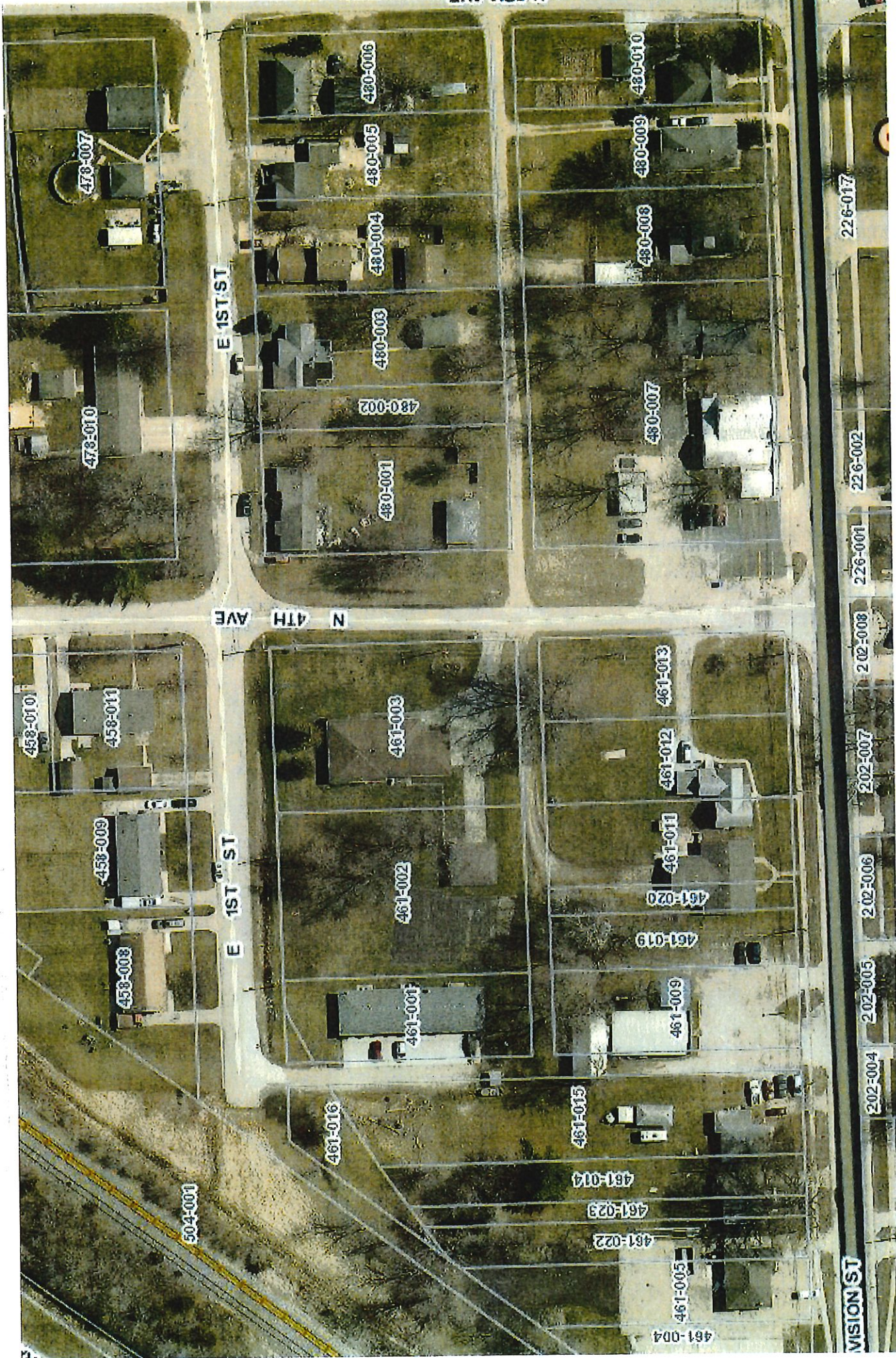
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3735 License Expires 11/30/22

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

ORDERED BY: JEFF FISHER  
 SCALE: 1" = 40' ORDER NO. 6884



# 80 N Fourth Ave Overview



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

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

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**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 80 N. FOURTH  
AVENUE IN THE VILLAGE OF COAL CITY**

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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 A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 80 N. FOURTH AVENUE IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Lorraine and Rebecca Curran (“applicant”) on June 21, 2021 for the placement of a 6 feet high fence; and

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

**WHEREAS**, a public hearing was noticed and duly held on July 19, 2021; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on July 19, 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. The Board of Trustees find as follows concerning the Variance for 80 N. Fourth Avenue:

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

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

E. **Minimum Variance Recommended.** The petitioner consolidated adjacent parcels in order to eliminate an existing non-conformity providing one consistent corner side yard an requested a variance to maintain a 4' setback from the norther property boundary to allow for proper maintenance of the Village right of way.

**Section 3.** Description of the Property. The property is located at 80 N. Fourth Avenue in the Village of Coal City within an RS-3 District.

**Section 4.** Public Hearing. A public hearing was advertised on July 7, 2021 in the Coal City Courant and held by the Planning and Zoning Board on July 19, 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.** Variiances. The variations requested in the June 21, 2021 Variance Application to the Zoning Code are granted as follows:

A. A variance in conjunction with Section 156.171(a)(2) is hereby granted to allow the 6-ft. high fence as described by the applicant, to be installed within the corner side yard. This shall provide a 4'-foot setback (a variance of 37 feet; 12 feet in addition to the 25-foot setback requirements for corner side yards).

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

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

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

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A  
FENCE WITHIN THE CORNER SIDE YARD OF 80 N. FOURTH AVENUE  
IN THE VILLAGE OF COAL CITY

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

**MEMO**

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

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

**MEETING**

**DATE:** July 28, 2021

**RE: RENEWAL OF THE 55 W. MAPLE LEASE**

Since the summer of 2016, the Village has been leasing the contractor building space at 55 W. Maple in order to gain additional storage, garage, and office space to primarily locate the Building Inspector, but also house the maintenance equipment necessary to maintain the parks areas, downtown, and village/police department facilities. As the lease expires, discussion has taken place concerning a possible purchase of the property, but adding another year's lease onto the end of the current year seems most advantageous due to current property valuations in light of market demand within Coal City.

A one year addition to the current lease has been prepared to allow the Village to review any additional alternatives concerning the functionality that is provided with this location and attempt to identify a negotiated value. In the interim, the lease is to be adjusted upwards in light of market conditions. The new monthly lease for the Village as a tenant is \$1,600 per month. This lease will expire again next year on July 31, 2022.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_\_: Authorizing an Extension of the Lease Another Year for the Utilization of 55 W. Maple.

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

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

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**AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE  
OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR THREE YEARS IN  
ACCORDANCE WITH THE TERMS OF ADDENDUM #3 TO LEASE AGREEMENT**

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

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL 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 AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR THREE YEARS IN ACCORDANCE WITH THE TERMS OF ADDENDUM #3 TO LEASE AGREEMENT**

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

**WHEREAS**, the Village is authorized by Sections 11-61-3 and 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-61-3 and 65 ILCS 5/11-76.1-1, to lease real property for public purposes for up to twenty (20) years;

**WHEREAS**, the Village previously entered into a one-year lease agreement (the "Lease") with Jeffrey S. and Donna M. Halliday (cumulatively, "Lessors") on July 13, 2016 for 55 W. Maple Street, Coal City, IL 60416 (the "Property") to accommodate the Village's Building Department offices and for the storage of certain personal property, equipment and supplies;

**WHEREAS**, the Village and Lessors have extended the term of the Lease through July 31, 2021 in accordance with the terms and conditions set forth in Addenda Nos. 1 and 2 to the Lease (cumulatively, the "Extended Lease");

**WHEREAS**, the Village and Lessors mutually desire to further extend the term of the Extended Lease for an additional year at a new rental rate in accordance with the terms and conditions set forth in *ADDENDUM #3 TO LEASE AGREEMENT BETWEEN VILLAGE OF COAL CITY AND JEFFREY S. and DONNA M. HALLIDAY FOR 55 W. MAPLE STREET, COAL CITY, ILLINOIS*, attached hereto as Exhibit A and, by this reference, incorporated as though fully set forth herein (the "Addendum #3"); and

**WHEREAS**, the Village President and Trustees (the "Corporate Authorities") hereby find and determine that Addendum #3, substantially in the form affixed hereto as Exhibit A, is in the best interests



of the Village, and the Corporate Authorities hereby conclude that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to enter into Addendum #3;

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

**SECTION 1. RECITALS.** 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. Enactment.**

A. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver Addendum #3 in the form attached hereto as Exhibit A.

B. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal to Addendum #3 and to attest the executed Addendum #3 following the Village President's signature.

C. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Manager, Village Attorney and Village Treasurer to execute and deliver such documents, and undertake such additional tasks as may be necessary or convenient to carry out the intent of this Ordinance and consummate the and the transactions contemplated by Addendum #3.

**SECTION 3. REPEALER.** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. RESOLUTION OF CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5. SAVING CLAUSE.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

**SECTION 6. EFFECTIVENESS.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 7. PUBLICATION.** The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

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

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

**EXHIBIT A**

**Lease Addendum #3**

Appended on following pages

**ADDENDUM No. 3 TO LEASE AGREEMENT  
BETWEEN VILLAGE OF COAL CITY AND JEFFREY S. and DONNA M. HALLIDAY  
FOR 55 W. MAPLE STREET, COAL CITY, ILLINOIS**

This Addendum No. 3 (“**Addendum 3**”) made and entered into this 29<sup>th</sup> day of July, 2021 (the “**Addendum 2 Effective Date**”) by and between **JEFFREY S. HALLIDAY** and **DONNA M. HALLIDAY**, as lessor (hereinafter collectively referred to as the “**Landlord**”), and the **VILLAGE OF COAL CITY**, an Illinois municipal corporation, as lessee (hereinafter referred to as the “**Tenant**”) amends the Lease Agreement for 55 W. Maple Street, Coal City, IL 60416 (the “**Leased Premises**”) dated July 14, 2016 (the “**Lease**”), and the previous two addenda thereto providing for extensions of the term and establishing new rents for the Leased Premises (“**Addendum 1**” and “**Addendum 2,**” respectively). Landlord and Tenant shall be collectively known as the “**Parties.**” Any capitalized term not defined in this Addendum 3 shall have the meaning given such term in the Lease.

**WITNESSETH:**

**WHEREAS**, the Parties are mutually desirous of modifying the Lease to further extend the term thereof for one (1) year and to establish the rental rate throughout said term as provided herein;

**WHEREAS**, the amendments set forth herein modify the Lease and where a portion of the Lease is modified by the amendments set forth herein, the terms of this Addendum 3 shall control, while any and all unaltered portions of the Lease shall remain in effect; and

**WHEREAS**, to the extent there is a conflict between the provisions of this Addendum 3 and the Lease, then the provisions of this Addendum 3 shall take precedence and prevail.

**NOW**, therefore, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

The Lease is hereby amended as follows:

**1. Term**

Paragraph 1.1 of the Lease is amended to provide that the term of the Lease shall be extended for the period commencing August 1, 2021 the (“**Commencement Date**”) and expiring July 31, 2022 (the “**Termination Date**”).

**2. Compensation**

Paragraph 4.0 of the Lease is amended to read as follows:

4.0 Rent. Beginning as of the Commencement Date, Tenant shall pay to and upon the order of Landlord, without demand, until otherwise notified in writing by Landlord, as rent for the Leased Premises, at such place or places as Landlord may designate in writing from time to time, and in default of such designation then at 150 W. First Street, Coal City, IL 60416, rent in the amount of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00) as monthly rent, paid prospectively on or before the first day of the month for which it is intended to apply.

**3. Terms and Conditions:**

All other terms and conditions of the Lease not expressly modified by this Addendum 3 shall remain in effect as stated in the Lease.

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Addendum 3 to be executed on the day and year first above written at Coal City, Illinois.

**“LANDLORD”:**

By: \_\_\_\_\_  
Jeffrey S. Halliday

By: \_\_\_\_\_  
Donna M. Halliday

**“TENANT”:**

**VILLAGE OF COAL CITY,**  
an Illinois municipal corporation.

By: \_\_\_\_\_  
Terry Halliday, Village President

Attest:

\_\_\_\_\_  
Pamela Noffsinger, Village Clerk

(SEAL)

**MEMO**

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

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

**MEETING**

**DATE:** July 28, 2021

**RE: ADHERENCE WITH AMENDED PUBLIC OFFICER PROHIBITED  
ACTIVITIES ACT**

In the most recent session of the Illinois General Assembly a new requirement was adopted requiring all municipalities within the State of Illinois to name an auditing official to ensure Coal City's compliance with the *Public Officer Prohibited Activities Act*. This requires a member of staff to be named and then the information to be disseminated to the employees thereafter. The Village's Attorney has prepared this evening's resolution in line with the practices recommended for each of their clients. The Village Administrator is named as this person and a policy will be appended onto the Employee Manual to ensure employees are apprised of this new statute and requirement.

**Recommendation:**

Adopt Resolution No. \_\_\_\_: Adopting the Whistle Blower and Anti-Retaliation Policy.

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

---

RESOLUTION  
NUMBER \_\_\_\_\_

---

**A RESOLUTION ADOPTING A WHISTLEBLOWER AND ANTI-RETALIATION  
POLICY**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of  
Coal City

on \_\_\_\_\_, 2021

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING A WHISTLEBLOWER AND ANTI-RETALIATION  
POLICY**

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

**WHEREAS**, the Village has adopted an Employee Handbook (“*Handbook*”) to provide Village employees with information about working conditions, employee benefits and policies affecting their employment and the Handbook is amended from time-to-time to update various policies and incorporate provisions required by law; and

**WHEREAS**, the Illinois General Assembly recently amended the Public Officer Prohibited Activities Act requiring the Village to designate an auditing official and to establish written processes and procedures for managing complaints reporting improper governmental actions, as defined 50 ILCS 105/4.1; and

**WHEREAS**, the President and Board of Trustees of the Village of Coal City (the “*Corporate Authorities*”) desire to approve the Whistleblower Reporting and Anti-Retaliation Policy attached and made part of this Resolution as *Exhibit A*, and to incorporate it as a new Section 4-8 of the Handbook (the “*Amendment*”);

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

**SECTION 1. RECITALS.**

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.



**SECTION 2. AMENDMENT.**

A. The Village Board hereby approves and adopts the Whistleblower Reporting and Anti-Retaliation Policy (“**Policy**”) as an amendment to Chapter 4 (“Conduct of Employees”) of the Village of Coal City Employee Handbook by adding a new Section 4-8 as set forth in **Exhibit A.**

B. The Policy shall be applicable to all employees of the Village, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers, as well as members of appointed boards or commissions, whether or not paid.

C. The Village Administrator shall distribute the Handbook, as amended herein, to Village employees other than sworn police personnel and have such employees acknowledge receipt thereof.

D. The Chief of Police shall distribute the Policy to all sworn police personnel.

**SECTION 3. RIGHT TO FURTHER AMEND.**

The Handbook is not a contract with employees of the Village, and the Village Board retains the right to make changes to the Handbook from time to time, as the Village Board deems prudent and necessary.

**SECTION 4. RESOLUTION OF CONFLICTS.**

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

**SECTION 5. SAVING CLAUSE.**

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

**SECTION 6. EFFECTIVENESS.**

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

SO RESOLVED 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

**EXHIBIT A**  
Whistleblower Reporting and Anti-Retaliation Policy

(see attached)

## **Whistleblower Reporting and Anti-Retaliation Policy**

### **General Policy**

It is the policy of the Village of Coal City to act in accordance with Section 4.1 of the Public Officer Prohibited Activities Act regarding retaliation against whistleblowers, 50 ILCS 105/4.1.

It is the policy of the Village of Coal City to prohibit any official from retaliating against any employee who: (a) reports an improper governmental action, (b) cooperates in the investigation related to a report of an improper governmental action, or (c) testifies in a proceeding or prosecution of an improper governmental action. An improper governmental action is defined as follows.

“Improper governmental action” includes any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of federal, State, or unit of local government law or rule; is an abuse of authority; violates the public’s trust or expectation of his or her conduct; is of substantial and specific danger to the public’s health or safety; or is a gross waste of public funds.

“Improper governmental action” does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent the actions amounts to retaliation. Retaliation, in this context means retaliatory action that results from an employee’s protected activity of reporting improper governmental action, cooperating in the investigation, proceeding or prosecution of a reported improper governmental action.

This Policy contains the written processes and procedures for reporting improper governmental actions, and a copy of this Policy and a copy of 50 ILCS 105/4.1 will be given to every employee upon hiring. Additionally, these same documents will be furnished or made available to all employees on an annual basis.

### **Procedures for Reporting and Investigating Reports of Improper Governmental Action**

#### **A. Reporting an “Improper Governmental Action” or Retaliation.**

1. If an employee believes that he/she has witnessed an improper governmental action, as defined in the Policy above, the employee must submit a written report of the improper governmental action to the Village Administrator. The Village Administrative is designated as the Village’s “auditing official” with the duties set forth in this Policy and 50 ILCS 105/4.1.

2. If an employee believes that he/she has been retaliated against for reporting improper governmental action, or cooperating in the investigation, or procedure involving an improper governmental action, the employee must report such alleged retaliation to the Village Administrator within sixty (60) days of the retaliatory action taking place.
3. The Village Administrator may transfer the complaint to another auditing official, including the States Attorney, if he/she determines that it is appropriate.
4. If the Village Administrator is also the subject of the complaint, the Complainant may file the complaint with any States Attorney.

B. Investigation of Complaint.

1. Identity of the Complainant

- a. The Village Administrator will keep the identity of the Complainant confidential to the extent allowed by law.
- b. The Complainant may waive confidentiality in writing on a form presented to the Village Administrator.

2. The Village Administrator shall investigate the complaint promptly and thoroughly, and conclude whether or not the evidence gathered through such investigation warrants merit of a finding that either an improper governmental action, or retaliation for filing such a complaint or complying with such investigation occurred or did not occur.

3. The investigation by the Village Administrator may include:

- a. Interviews of the Complainant and witnesses;
- b. Interviews of governmental officials who may have knowledge about the complaint or may be the subject of the complaint;
- c. Inspection of documentation (in written, printed, or electronic format) relevant to the complaint;
- d. Take any other appropriate measures to ensure that the complaint has been thoroughly investigated; and
- e. Make a determination whether the complaint has merit or whether the complaint does not have merit.

C. Determination and Remedial Action If Necessary.

1. If the Village Administrator determines that the complaint has no merit, he/she can dismiss the complaint.
2. If the Village Administrator determines that the complaint has merit, he/she may take remedial action on behalf of the Complainant, including reinstatement, reimbursement for lost wages or expenses, promotion, or other remedial action that the Village Administrator deems appropriate. The Village Administrator may also make his/her investigation findings available to the Complainant's attorney if the Village Administrator finds that restitution is not sufficient.
3. Any person who engages in prohibited retaliation under 50 ILCS 105/4.1 may also be subject to fines, appropriate employment action, civil or criminal prosecution, or any combination of these actions.

**MEMO**

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

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

**MEETING**

**DATE:** July 28, 2021

**RE: RATIFY APPROVAL OF THE REPAIR FOR WELL #3**

The Village of Coal City operates a number of raw water wells in order to supply the water that is then treated and distributed from the treatment facility. One of these wells, Well #3, located on the south side of the Police Department suddenly failed to work. Layne Christensen provides immediate response labor, which is necessary in order to diagnose and ensure the Village can maintain the proper amount of water supply.

Layne pulled the pump from the bottom of the well and diagnosed the starter had failed, which is why replacement materials does not include the entire assembly. Due to the age of the pipe assembly it is necessary to repair and re-install the pipe with new epoxy-coated pipe.

At the last meeting, this item was discussed because Layne was amidst the procedure and diagnosing the problem. To date, they have completed about  $\frac{3}{4}$  of the total work, but must re-install the new pipe along with the new materials. This is expected to take place by the end of this current week. Although the Board had discussed a total expenditure of \$55,000 to be allowed, it look as though Layne's estimate of \$51,292 shall be sufficient. Please recall that Darrell Olson had looked within the immediate vicinity in case stainless could be obtained for a comparable cost; the original estimate for the alternative stainless was not of an acceptable quality.

Attached is the estimate from Layne. This work is the basis of a liability insurance claim for the Village under the machinery and boiler warranty policy. It will take some review time prior to their determination regarding the coverage. Please note, a new starter was purchased from Revere Electric to replace the starter that had failed in addition to this equipment; that purchase was provided on the warrant list for approval.

**Recommendation:**

Approve the Completion of Repair Work at Well #3 by Layne for an estimated \$51,292.



Jeff Stollhans  
P.O. Box 489  
618 Dixie Highway  
Beecher, IL 60401  
708.946.2244  
graniteconstruction.com

July 12, 2021

Village of Coal City  
515 S Broadway  
Coal City, IL 60416

Attention: Darrell Olson

SUBJECT: PHASE 2 INSPECTION FOR YOUR WELL NO. 3

Dear Darrell:

Layne Christensen Company is providing the following updated inspection outline and cost proposal to repair and reinstall the Village of Coal City well No. 3 submersible pumping equipment.

Layne removed the pumping equipment and found that the submersible motor was dead shorted. Additional pipe inspection, surface plate inspection, cable and pump inspections determined the carbon steel epoxy coated pipe, one surge control valve and the surface plate pipe nipple need to be replaced. The cable was high potential tested and determined ok for reuse. The stainless steel Grundfos pump is also ok for reuse.

As shown in the photo inspection report, the male end pipe threads and pipe couplings are eroded and need to be replaced. The column surge control valve also failed, and a new valve needs to be provided and installed. It is recommended to replace the pipe, couplings and surge control valve and sandblast and epoxy coat new pipes. This existing pipe has been in service 10 plus years and met typical life expectancy. The following will get the system back in service.

**Materials needed**

|   |             |
|---|-------------|
| One New 8" Franklin 50HP 3/60/460 motor-In Stock                                | \$7,489.00  |
| 168 feet of 6" T&C Line Pipe Epoxy Coated I.D. & O.D. @ \$85/Ft                 | \$14,280.00 |
| One 6" surge Control Valve  | \$1,026.00  |
| Surface plate rebuild, includes new pipe nipple                                 | \$2,498.00  |
| Miscellaneous field supplies, including pipe dope, splicers, tape, banding, etc | \$ 525.00   |

**Field and shop Labor**

|  |             |
|--|-------------|
| 3-man crew and pump service rig, loading, mobilize to site, set up, perform site specific safety audit, remove pumping equipment from well, 14 hours ST @ \$595/Hr | \$8,330.00  |
| 2-man crew separate pumping equipment, load and deliver to Aurora for inspections.   |             |
| 6 hrs @ \$427/Hr   | \$2,562.00  |
| Cable High Potential Testing   | \$1,150.00  |
| Sandblast equipment and 2 men 4 hrs @ \$383/Hr   | \$1,532.00  |
| Estimated labor to reinstall and test the system 20 hrs @ \$595/Hr   | \$11,900.00 |

Estimated total to complete the services **\$51,292.00**

All field labor will fall under the Illinois Department of Labor Prevailing Wage Act. Certified payroll reports will be provided to the Village after the project is completed.



It is our intent to provide quality service in a safe, efficient, and professional manner, to your complete satisfaction. Should you have any questions, please do not hesitate to contact me directly. We truly value your business.

We appreciate you signing and returning our Work Order form, allowing us to proceed with these repairs. We would ask that you return this outline to us with your authorization signature, either by email or fax. This fulfills our responsibility to our auditors to obtain approvals for all proposed work. If you have any questions, please contact me directly.,

Sincerely,

LAYNE CHRISTENSEN COMPANY

**Jeff Stollhans P.G.**  
Senior Account Manager

Authorization \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

Date \_\_\_\_\_

## Fall Fest

Saturday, September 18th 4-10pm

### Car Show 4-7pm:

Close Broadway at 2pm and start setting up the cars at 2:30/3pm.

Cars will set up from Church or Oak Street south to the tracks.

Entry fee is a donation to the food pantry.

Cars will be judged and prizes for the winner gift certificates from auto supply shops.

We will set up speakers to play music from our phones during the event.

### State of Coal City Address 4:30pm:

Terry will speak out front of Campbell Park and all pictures will face north.

### Megan Bugg 5k 6pm:

The 5k starts at Babe's and heads south to Cardinal Transport and back. We are not a part of the event, we are working the events in tandem with each other. That committee should have their own list of things they need the Village to provide.

### Cadillac Groove 6-10pm:

The band will play in the parking lot at Bob's Advanced Auto. Someone mentioned that Bob also has a large event tent that we may be able to use for the band. We are going to set them back in the parking lot closer to Bob's Building. We are considering risers or a stage for them, but don't really think it's necessary.

### Food trucks and beer tent :

We will have Picture Me Smokin' and we are working on getting others as well. They will be placed throughout the event based on how long they are staying and what kind of food they are selling. We are NOT selling alcohol or food at this event. We are encouraging people to support the bars, restaurants, and food trucks.

- Broadway will be closed from Church or Oak Street south to Walnut Street from 2-11pm (event is from 4-10pm).
- Broadway is to be closed off and available for open carry. We need to know what PD needs from us to be ok with that. Signs?
- We will need extra garbage cans, picnic tables, benches, and possibly some tents set up throughout the event space for public use.
- We estimate we'll need 6 porta johns (2 north of the tracks and 4 at the south end)



**Illinois  
Department of Commerce  
& Economic Opportunity**

JB Pritzker, Governor

**RECEIVED**

JUL 23 2021

July 21, 2021

COAL CITY VILLAGE  
515 S BROADWAY ST  
COAL CITY, IL 60416

**VILLAGE OF COAL CITY**

As part of the American Rescue Plan Act (ARPA), Coal City Village is eligible to receive \$735,322.23 from the Coronavirus Local Fiscal Recovery Fund allotment for non-entitlement units of local government (NEUs).

The U.S. Department of the Treasury (Treasury) has tasked states with the distribution of these funds. To facilitate distribution, the Department of Commerce & Economic Opportunity and the Governor's Office of Management and Budget created a submission portal to collect the information required by the Treasury. This portal (available at [Illinois.gov/DCEO/NEU](https://illinois.gov/DCEO/NEU)) will open on July 22, 2021.

You will be asked to provide specific information and documentation in the portal in order to request an allocation. Please see the enclosed document, titled "Non-entitlement Unit of Local Government Checklist for Requesting Initial Payment" for details. Additional information and guidance provided by the Treasury is also available on the Treasury's website: [treasury.gov/neu](https://treasury.gov/neu).

All units of local government who complete the portal submission with the required elements will receive funding from the program. Payment will come in two tranches: the first payment will come approximately 30 days after portal opening and the second payment approximately 12 months after that date, subject to distribution by the Treasury.

Please note, the allocation for Coal City Village of \$735,322.23 is a preliminary value. Per ARPA requirements, if this allocation exceeds 75 percent of your local government's most recent total annual budget in effect as of January 27, 2020, your local government's allocation will be reduced to that 75 percent value. For example, an entity with an allocation of \$2,000,000 and a most recent annual budget of \$1,000,000 would have their allocation reduced to \$750,000.

Allocation amounts can also be larger than the preliminary value if other eligible NEUs do not complete a portal submission. Allocations for non-responsive NEUs will be redistributed to responsive NEUs in a subsequent allocation.

If your unit of local government wishes to not claim your allocation, you may log into the portal and transfer your allocation to the State of Illinois. The State plans to invest federal State and Local Fiscal Recovery Funds into communities all over the state by investing in a broad range of public projects and services.

To learn more about NEU funding and to take the initial steps to claim your allocation or to transfer your allocation to the State, please visit: [Illinois.gov/DCEO/NEU](https://illinois.gov/DCEO/NEU).

*Sincerely,*

**The Illinois NEU Team**  
[Illinois.gov/DCEO/NEU](https://illinois.gov/DCEO/NEU)  
[ILARPA@crowe.com](mailto:ILARPA@crowe.com)  
217-862-2730

CORONAVIRUS LOCAL FISCAL RECOVERY FUND:  
NONENTITLEMENT UNIT OF LOCAL GOVERNMENT CHECKLIST FOR REQUESTING INITIAL PAYMENT

U.S. DEPARTMENT OF THE TREASURY

The American Rescue Plan Act of 2021 (ARPA) appropriates \$19.53 billion to States for distribution to tens of thousands of nonentitlement units of local government (NEUs), which are local governments typically serving a population under 50,000. The ARPA directs the Department of the Treasury (Treasury) to make payments to each State for distribution to NEUs within the State. Treasury has published additional guidance around the distribution process to NEUs.

Once payment from Treasury has been received, states will have 30 days to disburse payments to NEUs unless an extension is requested. States will issue further instructions on how NEUs can request their first distribution from the state. As this allocation and distribution process moves forward, NEUs with questions about the payment process should consult their state government.

### Preparing to Request Funding

There are a few steps you can take now to prepare to request funding from your state, including:

- ✓ Obtain or confirm your local government's valid DUNS number
- ✓ Gather your local government's payment information:
  - Local government name, Entity's Taxpayer Identification Number, DUNS number, and address
  - Authorized representative name, title, and email
  - Contact person name, title, phone, and email
  - Financial institution information (e.g., routing and account number, financial institution name and contact information)
- ✓ Confirm your local government's top-line budget total (defined as your local government's total annual operating budget, including the general fund and other funds, in effect as of January 27, 2020)
- ✓ Review award terms and conditions agreement (as provided by Treasury to be signed)
- ✓ Review assurances of compliance with Title VI of the Civil Rights Act of 1964 (as provided by Treasury to be signed)

### Requesting Funding

Please follow your state's instructions on how to request funding through the state. Please have the above information ready. An authorized representative should also be ready to sign documents, including:

- ✓ Award terms and conditions agreement
- ✓ Assurances of compliance with Title VI of the Civil Rights Act of 1964

### After Requesting Funding

After submitting your request for funding to your state, please retain the documents and information above for your first report. Additional reporting instructions should be forthcoming. If your local government is not registered in SAM.gov, please do so as soon as possible after receiving the award.

You will be asked for the following information in your first report to Treasury, among others:

- ✓ NEU Recipient Number (a unique identification code for each NEU assigned by the state to the NEU as part of the request for funding)
- ✓ Copy of signed award terms and conditions agreement
- ✓ Copy of signed assurances of compliance with Title VI of the Civil Rights Act of 1964
- ✓ Copy of actual budget documents validating the top-line budget total provided to the state as part of the request for funding