

8. Ordinance 21-37 Abatement of the Cullick Farm Taxes 2021
9. Ordinance 21-38 Adoption of Additional Park Rules
10. Ordinance 21-39 Annexation of Property
Parcels Within 805 E. Division Street
PIN #09-02-202-020 & PIN #09-02-202-021
Standard Bank Trust #16959
11. Ordinance 21-40 Annexation of Property
Parcel Within 727 E. Division Street
PIN #09-02-201-003
George McCoy
12. Ordinance 21-41 Approval of C-5 Zoning with Conditional Uses
727 E. Division Street & 805 E. Division Street
McCoy Marine
13. Resolution 21-13 Debt Payments-Outstanding Tornado Funding
Alternate Revenue Bonds 2015
14. Resolution 21-14 Agreement for NCICG to Submit and Administer
The FEMA BRIC Grant
15. Resolution 21-15 Support & Commitment of Local Funds for
FEMA BRIC Grant Application
16. Resolution 21-16 Approval-2022 Annual Meeting Calendar
17. Resolution 21-17 Release of Executive Session Minutes
18. Preliminary Ordinance Review 2021 Tax Levy
19. Approval of Engineering Service Agreement with Chamlin Engineering
For the North Broadway Bridge Replacement Project

20. Approval of Engineering Services with Knight Engineering for the Water Treatment Plant Generator Benefit /Cost Analysis
21. Approval of Purchase-Sanitary Treatment Plant Blower Room sensory equipment from Gasvoda & Assoc. for \$24,474.00
22. Report of Mayor
23. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
17. Report of Village Clerk
18. Report of Village Attorney
19. Report of Village Engineer
20. Report of Chief of Police
21. Report of Village Administrator
22. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

**RE: CONDITIONAL USE TO OPERATE A SPORTS CLINIC AT 293 S
 BROADWAY**

Tiffany Wills is the agent for the owner of this property and is looking to transform the open space into an area where she can meet students on an appointment basis to work on their swing and batting stance for baseball and softball. The entrance to this facility will be off of the alley on the east side of the building and those frequenting the location will likely utilize the existing onstreet parking along the south side of the building.

The petition was discussed previous to Monday evening's public hearing without many additional questions. Depending upon the final recommendation of the Planning & Zoning Board, this conditional use request has been prepared for adoption with the proposed ordinance.

Recommendation:

Adopt Ordinance No. _____: Granting a Conditional Use to Operate a Sports Clinic at 293 S. Broadway.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Derek Muefler
Tiffany Wills

Address: 293 S. Broadway Phone number: _____

Owner represented by: Self Attorney

Contract purchaser Tiffany Wills Other agent

Agents name [Signature] Phone number: [Signature]

Address: [Signature]

Existing zoning: C-4 Use of surrounding properties: North C-4 South C-4

East RS-3 West RS-3

What zoning change or variance: (specify) CUP

To allow what use Sports clinic

Tax number of subject property: 09-02-106-023

Common address of property: 293 S. Broadway

Parcel dimensions: _____ Lot area (sq. ft.) _____

Street frontage _____

Legal description Commercial Property

Assessors Subdivision of PT N 1/2 NW 1/4 Sec 2-32-8,
Lot 7 (EX N 6') BLK 13 Sec 2-32-8

tiffany.wills 1@yahoo.com

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 Clerk's 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.

Jiffamyle Hill, 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 29 day of October, 20 21.

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. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-340</u>	Location of hearing	
Filing date	<u>10-29-21</u>	Village Hall	
Hearing date	<u>11-15-21</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

In connection, 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 Clerk's 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.

I (we) solemnly swear, 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 _____ day of _____, 20____

Notary Public (Seal) _____

Signature of Clerk _____

If you attach additional pages, if needed, to supplement the description of the application, please note the number of pages attached.

Case number _____

Location of hearing _____

Filing date _____

Village Hall

Hearing date _____

515 South Broadway

Filing fee _____

Coal City, Illinois

Hearing time _____



106-021

106-009

106-022

106-023

151-001

151-002

151-003

151-004

106-016

106-016

W OAK ST

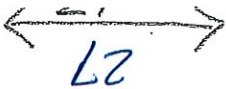
E OAK ST

Y ST

BRAGEVILLE

22

M

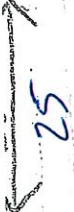


52



Service area

S



27

Service area

F

22

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A CONDITIONAL USE TO PROVIDE A SPORTS
CLINIC AT 293 S. BROADWAY IN THE VILLAGE OF COAL CITY**

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. _____

AN ORDINANCE GRANTING A CONDITIONAL USE TO PROVIDE A SPORTS CLINIC AT 293 S. BROADWAY IN THE VILLAGE OF COAL CITY

WHEREAS, an application for a conditional use according to Section 156.93 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by an agent for the owner, Tiffany Wills (“applicant”) on November 15, 2021 for the operation of a clinic within a C-4 zoned property; and

WHEREAS, a public hearing regarding the conditional use consideration was held on November 15, 2021; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on November 15, 2021 to consider passage of the conditional use request to the Board of Trustees; and

WHEREAS, Section 156.230 permits the Village Board to approve certain uses on a conditional basis 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 conditional uses.

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

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

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

- A. **Traffic**. Expected traffic flow from the Tunnel Vision sports instructional clinic is expected to be accommodated within the existing public improvements for business within this Core Area location.
- B. **Environmental Nuisance**. There shall not be any environmental nuisances that emanate from the conditional use. The utilization of the property for the proposed use shall not cause glare, noise, or odor that affects the neighboring properties.
- C. **Neighborhood Character**. The utilization of the property with this conditional use will not result in undue deleterious effect upon the neighborhood. The use of the property in this manner will likely result in higher utilization of existing onstreet parking alongside the business.

- D. **Public Services and Facilities.** The property shall not require any additional installation or greater utilization of public services to serve the proposed conditional use.
- E. **Public Safety and Health.** Granting this conditional use shall positively impact public health and safety due to the provision of an additional physical activity for the community due to this conditional use.
- F. **Other Factors.** Granting this conditional use shall allow the building owner to accommodate and additional business in space that has been underutilized.

Section 3. Description of the Property. The property is located at 293 South Broadway in the Village of Coal City within a C-4 District.

Section 4. Public Hearings. A public hearing concerning the consideration of a conditional use was advertised on November 1, 2021 in the Joliet Herald and held by the Planning and Zoning Board on November 15, 2021 at which time a majority of the Planning and Zoning Board members recommended passage of the Conditional Use to the Board of Trustees.

Section 5. Conditional Use. The conditional use requested in the November 15, 2021 Conditional Use Application is granted as follows:

- A. A conditional use in conjunction with Section 156.93 is hereby granted to allow the operation of a sports clinic within a C-4 commercially-zoned district.

Section 6. Conditions. The conditional use granted herein is contingent and subject to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of November 15, 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.

**AN ORDINANCE GRANTING A CONDITIONAL USE TO PROVIDE A SPORTS CLINIC AT 293 S.
BROADWAY IN THE VILLAGE OF COAL CITY**

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: President Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

**RE: ABATEMENT OF THE PROPERTY TAXES TO BE COLLECTED FROM
COAL CITY AREA CLUB & CULLICK PROPERTIES**

Simultaneously, along with the annexation of the Prairie Oak Estates subdivision in 2014, the Village also annexed a portion of the Cullick Farm and the Coal City Area Club. Due to the annexation agreement for both of these property owners, no taxes are to be collected upon the property. This was included within their respective agreements to enable the residential subdivision, which had been previously unincorporated, to become adjacent to the Village of Coal City and enable their sanitary service to be connected to Village utilities. In addition to providing annexation connectivity, both property owners provided an easement in which the actual sanitary utility was located.

Each of these abatement ordinances instruct Grundy County to exclude the value of each of these properties from the area upon which the annual property tax levy shall fall. This is an annual abatement ordinance to be adopted enabling these properties to forego Village taxation.

Recommendation:

1. Adopt Ordinance No. ____: Abating the 2021 Property Taxes Levied upon the Coal City Area Club.
2. Adopt Ordinance No. ____: Abating the 2021 Property Taxes Levied upon the "Cullick" Farm.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2021 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY
ANNEXED INTO THE VILLAGE OF COAL CITY**

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 ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2021 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY
ANNEXED INTO THE VILLAGE OF COAL CITY**

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

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

WHEREAS, the President and Trustees of the Village of Coal City (cumulatively, the “*Corporate Authorities*”), by Ordinance No. 13-31, entitled *An Ordinance Authorizing the Execution of a Pre-Annexation Agreement with the Coal City Area Club Concerning Certain Territory Within the Coal City Area Club*, duly adopted on September 30, 2013 (the “*Annexation Agreement Ordinance*”), authorized the execution of an annexation agreement (the “*Annexation Agreement*”) between the Village and the Coal City Area Club, an Illinois not-for-profit corporation (“*Area Club*”);

WHEREAS, pursuant to the Annexation Agreement Ordinance and authority granted by Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.*, the Village and Area Club entered into a legal and binding annexation agreement pertaining to the easternmost portion of the Area Club’s real property generally described as a 300 foot-wide strip of land running for approximately two miles along the west side of Dresden Road, legally described as follows:

PARCEL ONE

The east 300.00 feet of the South Half of the Southeast Quarter of Section 26, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

PARCEL TWO

The east 300.00 feet of the North Half together with the east 300.00 feet of the North Half of the South Half of Section 26, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

PARCEL THREE

The east 300.00 feet of the Southeast Quarter together with the east 300.00 feet of the south 60 acres of even width of the Northeast Quarter all in Section 23, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

together with any public streets or highways adjacent to or within the said territory described above (cumulatively, the "*Property*");

WHEREAS, pursuant to Section 6 of the Annexation Agreement, the Village agreed to abate on an annual basis the full Village portion of the property taxes for the Property for twenty years or until the Property is earlier subdivided, developed or otherwise used for non-recreational purposes, or until such time as the Village provides police services to the Property;

WHEREAS, 35 ILCS 200/18-184 authorizes municipalities to upon a majority vote of its governing authority, order the county clerk to abate any portion of its taxes on any property that is the subject of an annexation agreement between the municipality and the property owner;

WHEREAS, following the Village's adoption of Ordinance No. 14-33 on September 29, 2014, entitled *An Ordinance Annexing Certain Territory to the Village of Coal City, Grundy and Will Counties, Illinois* (the "*Annexation Ordinance*"), Grundy County split, for tax purposes, the annexed Property from the remainder of the Areas Club's still-unincorporated real property and

assigned the annexed Property new PINs, as follows: 06-23-400-001, 06-26-200-001, and 06-26-400-006; and

WHEREAS, in light of the foregoing and in fulfillment of the Village's annual obligation pursuant to Section 6 of the Annexation Agreement, the Corporate Authorities hereby find that it is advisable and necessary to provide for the abatement of the Village portion of property taxes heretofore levied against the Property for tax levy year 2021 in its entirety.

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

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

SECTION 2. ABATEMENT OF TAX. The Village hereby orders the Grundy County Clerk to abate one hundred percent (100%) of the Village of Coal City property taxes heretofore levied by the Village against PINs 06-23-400-001, 06-26-200-001, and 06-26-400-006 for the tax levy year 2021, payable in 2022.

SECTION 3. FILING ABATEMENT ORDINANCE WITH COUNTY CLERK. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and it shall be the duty of said Grundy County Clerk to abate said tax levied for the tax levy year 2021 in accordance with the provisions hereof.

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. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

AYES:

ABSTAIN:

NAYS:

PRESENT:

ABSENT:

Approved on this _____ day of _____, 2021.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

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

CERTIFICATION

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

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 21 - _____, *AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2019 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the 17th day of November, 2021.

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of _____, 2021.

PAMELA NOFFSINGER, VILLAGE CLERK
VILLAGE OF COAL CITY

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 2021, there was filed in my office a duly certified copy of Ordinance 21-_____ entitled:

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2021 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 17th day of November, 2021, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2021.

County Clerk of Grundy County, Illinois

(SEAL)

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2021 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY
PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY**

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 ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2021 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY
PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY**

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

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

WHEREAS, the President and Trustees of the Village of Coal City (cumulatively, the "*Corporate Authorities*"), by Ordinance No. 14-26, entitled *An Ordinance Authorizing the Execution of an Annexation Agreement with the Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750 Concerning Certain Territory in Unincorporated Grundy County, Illinois*, duly adopted on August 11, 2014 (the "*Annexation Agreement Ordinance*"), authorized the execution of an annexation agreement (the "*Annexation Agreement*") between the Village and *The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750* ("*Owner*");

WHEREAS, pursuant to the Annexation Agreement Ordinance and authority granted by Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.*, the Village and Owner entered into a legal and binding annexation agreement pertaining to a 2.07 acre, 300' x 300' portion of real property bounded on the east by Dresden Road and to the north by the Claypool Drainage District and legally described as follows:

The northeasterly 300' x 300' portion of the north half of the eastern half of northeastern section 35-33-8 bounded on the north by the Claypool Drainage District and bounded on the east by Dresden Road Right-of-Way, all located within Grundy County, Illinois.

together with any public streets or highways adjacent to or within the said territory described above (cumulatively, the "**Property**");

WHEREAS, pursuant to Section 6 of the Annexation Agreement, the Village agreed to abate on an annual basis the full Village portion of the property taxes for the Property for twenty years or until the Property is earlier subdivided, developed or otherwise used for non-agricultural purposes, or until such time as the Property is sold or transferred;

WHEREAS, 35 ILCS 200/18-184 authorizes municipalities to upon a majority vote of its governing authority, order the county clerk to abate any portion of its taxes on any property that is the subject of an annexation agreement between the municipality and the property owner;

WHEREAS, following the Village's adoption of Ordinance No. 14-27 on August 25, 2014, entitled *An Ordinance Annexing Certain Territory to the Village of Coal City, Grundy and Will Counties, Illinois (Cullick Farm Portion)* (the "**Annexation Ordinance**"), Grundy County split, for tax purposes, the annexed Property from the remainder of Owner's still-unincorporated real property and assigned the annexed Property a new PIN, as follows: 06-35-226-002; and

WHEREAS, in light of the foregoing and in fulfillment of the Village's annual obligation pursuant to Section 6 of the Annexation Agreement, the Corporate Authorities hereby find that it is advisable and necessary to provide for the abatement of the Village portion of property taxes heretofore levied against the Property for tax levy year 2021 in its entirety.

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

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

SECTION 2. ABATEMENT OF TAX. The Village hereby orders the Grundy County Clerk to abate one hundred percent (100%) of the Village of Coal City property taxes heretofore levied by the Village against PIN 06-35-226-002 for the tax levy year 2021, payable in 2022.

SECTION 3. FILING ABATEMENT ORDINANCE WITH COUNTY CLERK. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and it shall be the duty of said Grundy County Clerk to abate said tax levied for the tax levy year 2021 in accordance with the provisions hereof.

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. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2021, at Coal City,

Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

Approved on this _____ day of _____, 2021.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

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

CERTIFICATION

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

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 21-____, *AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2021 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the 17th day of November, 2021.

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of _____, 2021.

PAMELA NOFFSINGER, VILLAGE CLERK
VILLAGE OF COAL CITY

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 2021, there was filed in my office a duly certified copy of Ordinance 21-_____ entitled:

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2021 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 17th day of November, 2021, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said

County, this _____ day of _____, 2021.

County Clerk of Grundy County, Illinois

(SEAL)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

RE: ADOPTION OF ADDITIONAL PARK REGULATIONS

After review from both the Parks Board and the Village Board, the Village Attorney reviewed a new set of regulations for incorporation within the Village Code. Attached is the ordinance prepare for adoption to make those changes. Mark's firm provided a cover memo with just a couple of more ideas that have been done in other municipalities of the current list of restrictions do not prove restrictive enough to provide adequate results in the condition of the equipment and treatment of the existing facilities.

Recommendation:

Adopt Ordinance No. _____: Adopting new Regulations for the Coal City Parks.



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Amber M. Samuelson
asamuelson@ancelglink.com
(P) 312.604.9167
(F) 312.782.0943

MEMORANDUM

To: Mayor Halliday
Coal City Board of Trustees
Parks Committee
Administrator Fritz

CC:

From: Amber M. Samuelson
Mark R. Heinle

Subject: Proposed Park Regulations

Date: November 11, 2021

ISSUE: Can Coal City:

1. Ban use of profane language in public parks?
2. Temporarily ban individuals who violate park rules from using the parks for a specific period of time?
3. Designate specific hours for use of portions of the park for specific ages?

ANALYSIS

1. *Can Coal City ban use of profane language in public parks?*

No, or at least not without some additional threatening context. Section 97-2 as originally proposed would likely be found to be unconstitutional. As a general rule, for a person standing in a city park, simple profanity or vulgarity-not rising to the level of "fighting words" or obscenity-is constitutionally protected speech. *See, e.g., Lewis v. City of New Orleans*, 415 U.S. 130 (1974); *Gooding v. Wilson*, 405 U.S. 518 (1972). For this reason, successful laws authorizing the arrest of speakers typically include an additional element to justify a citation or arrest, namely: the speech must implicate a substantial likelihood of violence, provocation, or disruption.

Based on the above, we have revised proposed Section 97-2(1) to read as follows: "No person may use abusive, threatening, insulting, indecent, profane, obscene, or any

ANCEL GLINK

November 11, 2021

Page 2

language which creates a substantial likelihood of violence, provocation, or disruption on Village property at any time.” In other words, simply exclaiming profanity in a park should not be met with any enforcement measures, but that same utterance shouted in someone’s face, accompanied by a balled-up fist or is otherwise designed to incite violence or escalate into physical violence is actionable, even without an actual fight breaking out. Police are advised to exercise enforcement discretion based on the aggressiveness and situational context.

2. *Can Coal City issue temporary dismissals banning individuals who violate park rules from using the parks for a specific period of time?*

Yes. The 7th Circuit has determined that the right to loiter or wander a public park is not a fundamental one, meaning that this type of measure need only be justified by a lower-threshold rational basis. However, we advise that the Village give notice and offer an opportunity to be heard before imposing this penalty and impose it sparingly to limit the opportunities for legal challenge and due to the inherent challenges of enforcing temporary bans on an individual’s presence in open public areas.

3. *Can Coal City designate specific hours for use of the park for specific ages?*

Yes. In fact, a number of cities have banned anyone from entering a playground equipment area unless accompanied by a child under the age of 12. There is also the option of restricting playground equipment to anyone under a certain age, typically tied to the equipment manufacturer’s recommendations. We have not introduced such a specific limitation because it was not contained in the Park Committee’s recommendations, though we left the door open to posting signage imposing such limitations in the future to make sure that expensive equipment is limited to the use and enjoyment of appropriate users by expanding the proposed language in Section 91-1(b).

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING CHAPTER 97 OF VILLAGE CODE TO ESTABLISH
REVISED REGULATIONS GOVERNING THE USE OF AND CONDUCT WITHIN
PUBLIC PARKS WITHIN THE VILLAGE**

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 AMENDING CHAPTER 97 OF VILLAGE CODE TO ESTABLISH
REVISED REGULATIONS GOVERNING THE USE OF AND CONDUCT WITHIN
PUBLIC PARKS WITHIN THE VILLAGE**

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

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

WHEREAS, the Village owns and maintains public parks for the use and enjoyment of its residents and visitors; and

WHEREAS, the Village expends significant funds improving and maintaining the parks and facilities therein, and supervising activities within its parks in order to ensure that residents and visitors are able to peaceably enjoy the parks; and

WHEREAS, the Village may define and abate nuisances pursuant to 65 ILCS 5/11-60-2; and

WHEREAS, the Village has previously adopted Chapter 97 (“Parks and Recreation”) of the Village of Coal City Code of Ordinances (“*Village Code*”), setting forth regulations governing public parks within the Village; and

WHEREAS, the Village President and Board of Trustees (“*Corporate Authorities*”) find and determine that revisiting existing regulations and establishing new rules of conduct for the use of parks within the Village is in the best interest of the public health, safety and welfare of Village residents and visitors.

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

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

SECTION 2. REPEAL AND REPLACEMENT. Title IX (“General Regulations”), Chapter 97 (“Parks and Recreation”) of the Coal City Village Code is hereby repealed in its entirety and replaced with the following (additions **underlined in bold font**):

CHAPTER 97. PARKS AND RECREATION.

Section 97-1. PARK HOURS

A. Hours

All Village parks will close at dusk except for lighted facilities. Lights will be turned off at 10:00 p.m. or as soon thereafter as practical, and parks which contain lighted facilities will close at 10:30 p.m. For purposes of this subsection, “lighted facilities” do not include those illuminated only with security lights.

B. Special Closings; Restricted Uses

The Village Administrator, at the direction of the Mayor or the Corporate Authorities, may close Village park and recreational property or any parts thereof to the public at any time and for any interval of time, either temporarily or at regular intervals, and entirely or merely for certain uses, as deemed reasonably necessary and in the best interest of the Village. In addition, the Village Administrator, at the direction of the Mayor or the Corporate Authorities, may either permanently or temporarily erect signage restricting the use of playground or other facilities or equipment for certain ages or intended users at all times or during specified hours. Individuals found to be in violation of such closures or restrictions who have actual or constructive notice of such closures or use restrictions, shall be penalized in the manner prescribed within Section 10-99 of the Village Code.

Section 97-2. INJURY TO OR DESTRUCTION OF PARK PROPERTY

Unless authorized by Village contract or other Village authorization, no person shall in or on Village property:

- A. Destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any sod earth or growing thing including but not limited to any plant, flower, flower bed, shrub, tree, growth, or any branch, stem, fruit, or leaf thereof;
- B. Cut, break or in any way injure, deface, destroy, alter or damage any building, fence, monument, sculpture, bridge, facility, or other structure or property contained therein;
- C. Operate or drive any motor car, automobile or vehicle of any kind in or on Village park or recreational property in places other than roadways or in such a manner as to cause the same to collide with, run against, strike or cause to strike, injure, deface, or damage any park property or appurtenance of any kind;
- D. Attach any roped, sign, handbill or other things to any tree or shrub or to any protective device around any tree or shrub growing in the Village;
- E. Allow any animal to injure or deface any tree, plant, shrub, lawn or grassplot in any manner whatsoever;
- F. Fasten any bicycle, motor cycle, moped or other vehicle to or leave the same standing so as to injure any tree, shrub, lawn or grassplot;
- G. Declare, destroy, cover over or otherwise make unreadable any warning or prohibitory sign or symbol in or on Village property;
- H. Mark, carve, bend, cut, paint, deface, breakdown, destroy, damage, alter, change, sever, up-roof, excavate or otherwise remove, or attach or suspend any rope, wire, other material or contrivance to or from any Village property;
- I. Climb upon, hang from, stand or sit on, any plant, fence, structure or other Village property of any kind except such benches or other property designed or customarily used for such purposes, or recreational equipment as may be installed by the Village for such purposes;
- J. Bring any plant or portion of a plant onto Village property;
- K. Purposefully misuse or endanger any building, fence, monument, sculpture, bridge, facility, or other structure or property contained therein; or

- L. Use any abusive, threatening, insulting, indecent, profane, obscene, or any language which creates a substantial likelihood of violence, provocation or disruption on Village property at any time.

97-3 TEMPORARY DISMISSAL

- A. Violations of any of the regulations set forth in Chapter 97 or any other law, ordinance or rule that threatens the safety of the Village's park and recreational patrons, staff and/or property are declared to constitute a public nuisance. Upon a plea of guilty or determination of liability for such a violation, in addition to any other penalty, a person who violates any of the regulations set forth in Chapter 97 or any other law, ordinance or rule that threatens the safety of the Village's park and recreational patrons, staff and/or property, may be issued a "Notice of Temporary Dismissal," meaning that the person must leave Village park or recreational property immediately and may not enter into any Village park or recreational property for the length of time designated on the "Notice of Temporary Dismissal" which, depending on the seriousness of the violation, may be from one (1) to six (6) days. Any such person issued a "Notice of Temporary Dismissal" who returns to any Village park or recreational property during the dismissal period may be arrested for trespassing.
- B. Exclusion. A person found to be in violation of the regulations set forth in Chapter 97 or any other law, ordinance, or rule while on any Village park or recreational property on multiple occasions during any sixty (60) day period may be subject to abatement and an order of "exclusion," meaning that the person shall be prohibited from entering into any Village park or recreational property for a time-period ranging from one (1) week to one (1) year at the discretion of the hearing officer based on the number and severity of the violations and consideration of any mitigating factors. A person who enters any Village park or recreational property during the period of exclusion may be arrested for trespassing.
- C. Hearing. No order of temporary dismissal or exclusion shall be entered without an opportunity for hearing in the manner prescribed in S notice of dismissal shall have the right to a hearing as prescribed in Chapter 41.

97-4 PENALTY

Any person violating any clause or provision of any section of this ordinance shall be penalized in the manner prescribed within Section 10-99. Each day a violation continues shall be a separate offense.

97-5 ENFORCEMENT OF PARKS ENFORCEMENT MEASURES

Reserved.

97-6 PARENTAL RESPONSIBILITY

A. Generally. The Village hereby holds parents and legal guardians of an un-emancipated minor who resides with such parent or legal guardian liable for actual damages for the willful and malicious acts of such minor which cause injury to a person on Village property or injury to Village property, as provided in the "Illinois Parental Responsibility Act" (740 ILCS 115/1, et seq.). Each parent and legal guardian shall be jointly and severally liable. The parent or legal guardian of an un-emancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility, and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events:

- 1) An un-emancipated minor is adjudicated to be in violation of this section or has incurred non-judicial sanctions from another official agency resulting from an admission of guilt in violation of this section; and
- 2) The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service with a certificate of personal service returned from the Police Department of the Village of Coal City, following said adjudication or non-judicial sanction; and
- 3) If at any time within one-year following the receipt of the notice described in section 1(a)(2) above, the minor is adjudicated to be in violation of this section, or has incurred non-judicial sanctions from another official agency resulting from an admission of guilt of violation of this section.

SECTION 3. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

RE: ANNEXATION OF PARCELS AT 727/805 E DIVISION

The Building Department has been working with the property owners, George and JoAnn McCoy at McCoy Marine, to try and configure a comprehensive land use plan that would allow the business continue to grow and define certain utilization of the land in a manner consistent with the Village Building Codes. The property is a combination of many parcels that make up 727 & 805 E Division with a few different uses. A later ordinance straightens out all of eth land use to occur on this property, but there are portions of the property that remained unincorporated.

Contained within the property area three parcels; two of them have the same ownership while that last has different ownership. They are completely surrounded and one would not notice the parcels are unincorporated unless one was reviewing the title of each portion of land. Two annexation ordinances have been prepared.

The first ordinance will annex parcels with PIN #s 09-02-202-020 & 09-02-202-021 into the Village of Coal City. These are held in trust with the McCoys as beneficiaries. They are incorporating them in order to meet the provisions of the approved land use plan which appears in a later ordinance concerning the zoning with conditional uses for these portions of land.

The next ordinance will annex a small triangle in which the owners of the land have been utilizing to provide outside storage of boats. This is parcel # 09-02-201-003. According to the land use plan, this shall be fenced in so the outdoor storage is not as apparent.

Upon annexation, these parcels become the most restrictive zoning type – RS-1. The Planning and Zoning board considered their rezoning to C-5 so they may continue to accommodate the function that has been conducted by the business for a number of years.

Recommendation:

- 1.) Adopt Ordinance No. 21-39: Annexing Parcel #s 09-02-202-020 and 09-02-202-021 within 805 E. Division into the Village of Coal City.
- 2.) Adopt Ordinance No. 21-40: Annexing Parcel # 09-02-201-003 within 727 E. Division into the Village of Coal City.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL
CITY, GRUNDY AND WILL COUNTIES, ILLINOIS**

(0.1+/- ACRES - PINS 09-02-202-021 AND 09-02-202-020)

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 NUMBER _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF
COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS**

(0.1+/- ACRES - PINs 09-02-202-021 and 09-02-202-020)

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, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois (the “Village”), requesting that said territory be annexed to the Village of Coal City and such petition for annexation is attached hereto as **Exhibit A** and incorporated as though fully set forth herein;

WHEREAS, there are no electors residing within the said territory;

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Coal City;

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute, if any;

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Grundy County;

WHEREAS, the Village provides no fire protection or library services to the territory being considered for annexation;

WHEREAS, the territory to be annexed herein is not adjacent to any highways under the jurisdiction of any township and the Village is therefore not required to notify township officials of the potential annexation;

WHEREAS, notice of the annexation has been delivered to all entities and officials in accordance with, and as required by or pursuant to, the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the Village is authorized to annex the territory described herein pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and all petitions documents and other necessary legal requirements necessary to accomplish the annexation of the said territory have been executed and completed in full compliance with the terms of the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Village of Coal City that the territory be annexed thereto and that such annexation will promote the sound planning and development of the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village.

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. Annexation. The following described territory, consisting of approximately 0.09⁺/₁₀₀ acres, identified by PIN 09-02-202-021, and legally described as follows:

THE SOUTH 50 FEET OF THE NORTH 280 FEET OF THAT PART LYING EAST OF THE WEST 217 FEET OF A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 565 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500 FEET, THENCE EAST 300 FEET, THENCE NORTH 1500 FEET, THENCE WEST 300 FEET TO THE POINT OF BEGINNING,

SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN GRUNDY COUNTY, ILLINOIS.

shall hereinafter be known as "*Parcel 1.*"

The following described territory, consisting of approximately 0.01⁺/₁₀₀ acres, identified by PIN 09-02-202-020, and legally described as follows:

THE EAST 6.75 FEET OF THE WEST 217.00 FEET OF THE SOUTH 50 FEET OF THE NORTH 280 FEET OF A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 565 FEET EAST AND 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500.00 FEET; THENCE EAST 300.00 FEET; THENCE NORTH 1500.00 FEET; THENCE WEST 300.00 FEET TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

shall hereinafter be known as "*Parcel 2.*"

Cumulatively, Parcel 1 and Parcel 2 shall hereinafter be known as the "*Annexation Territory.*" The Annexation Territory is bounded by and contiguous to incorporated Village of Coal City to the north, south, east and west, located in unincorporated Grundy County, Illinois, as depicted and described on a plat of annexation (appended hereto as **Exhibit B** and made a part of this Ordinance as though fully set forth herein), shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavit addressing service of notices required by law (appended hereto as **Exhibit C** and made a part of this Ordinance as though fully set forth herein). The Village Clerk shall be, and is hereby, authorized and directed to file the same with the Grundy

County Clerk. The Village Administrator shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Annexation Territory of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the Grundy County Recorder's Office.

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

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, Clerk

EXHIBIT A

PETITION FOR ANNEXATION

[appended on following pages]

VILLAGE OF COAL CITY
PETITION FOR ANNEXATION

STATE OF ILLINOIS)
)
COUNTY OF WILL) SS.

BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner, STANDARD BANK & TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED _____ AND KNOWN AS TRUST NO. 16959, with offices located at 2801 W. Jefferson Street, Joliet, IL 60435 (hereinafter, "Petitioner") respectfully states the following under oath:

Commented [HM1]: No deed available online to verify ownership. Please verify exact legal name of owner on deed and insert the date of trust on the blank line.

1. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 0.09+/- acres, identified by PIN 09-02-202-021, and legally described in Exhibit A attached hereto and made a part hereof ("Parcel 1")
2. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 0.01+/- acres, identified by PIN 09-02-202-020, and legally described in Exhibit B attached hereto and made a part hereof ("Parcel 2")
3. Cumulatively, Parcel 1 and Parcel 2 shall hereinafter be known as the "Annexation Territory."
4. The Annexation Territory is located in unincorporated Grundy County, Illinois and is bounded on all sides by and contiguous to the incorporated Village of Coal City.
5. The Petitioner signing this Petition constitutes all of the legal owners of record of the Annexation Territory.
6. That _____ ("Beneficiaries") are the beneficiaries of the aforesaid trust agreement.
7. The Annexation Territory is not situated within the corporate limits of any municipality and is wholly unincorporated.
8. The Annexation Territory is contiguous to the corporate limits of the Village of Coal City.
9. There are no electors residing in the Annexation Territory.
10. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Annexation Territory.
11. The Annexation Territory is not adjacent to any highway under the jurisdiction of any township.

Commented [HM2]: I have not reviewed any trust documents – please insert all current beneficiaries of the trust.

12. All statutory notices required to annex the Annexation Territory, if any, shall be provided prior to the Village of Coal City's enactment of an ordinance annexing the Annexation Territory.

13. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

14. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

WHEREFORE, PETITIONER RESPECTFULLY REQUESTS that the Annexation Territory be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended.

Dated this _____ day of November, 2021.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, that the allegations are true and correct to the best of his/her knowledge, that he/she has been properly authorized to execute this Petition for Annexation on behalf of Petitioner:

STANDARD BANK & TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED _____ AND KNOWN AS TRUST NO. 16959,

By:

Its: _____

SUBSCRIBED AND SWORN TO
before me this _____ day of
November, 2021

Notary Public

BENEFICIARIES

SUBSCRIBED AND SWORN TO
before me this _____ day of
November, 2021

Notary Public

EXHIBIT A

ANNEXATION TERRITORY LEGAL DESCRIPTION

PARCEL 1

THE SOUTH 50 FEET OF THE NORTH 280 FEET OF THAT PART LYING EAST OF THE WEST 217 FEET OF A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 565 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500 FEET, THENCE EAST 300 FEET, THENCE NORTH 1500 FEET, THENCE WEST 300 FEET TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN GRUNDY COUNTY, ILLINOIS.

PARCEL 2

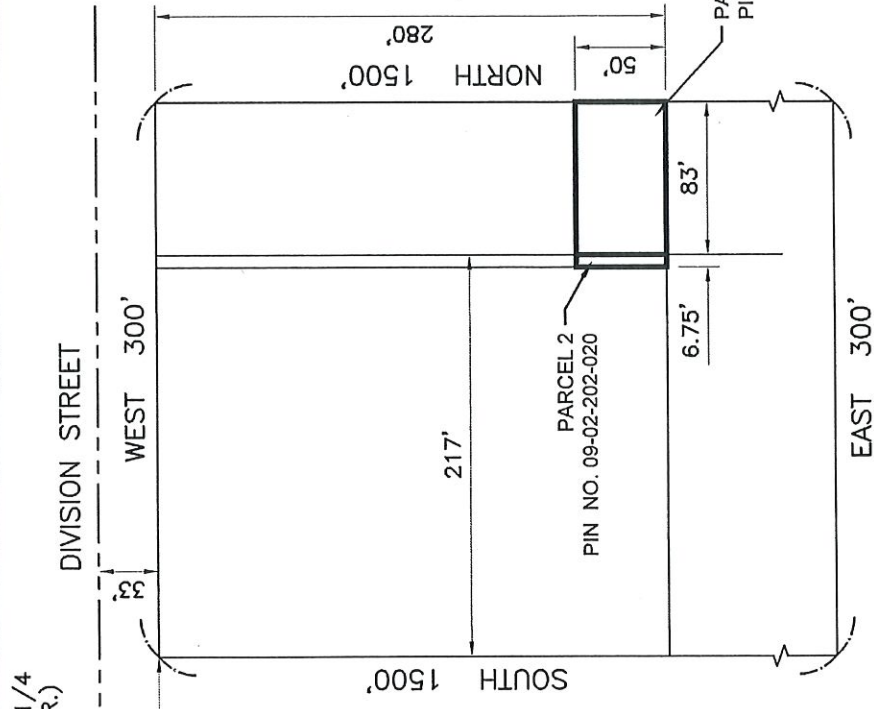
THE EAST 6.75 FEET OF THE WEST 217.00 FEET OF THE SOUTH 50 FEET OF THE NORTH 280 FEET OF A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 565 FEET EAST AND 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500.00 FEET; THENCE EAST 300.00 FEET; THENCE NORTH 1500.00 FEET; THENCE WEST 300.00 FEET TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT B

PLAT OF ANNEXATION

[appended on following page]

ANNEXATION PLAT
 FOR
PART OF THE NORTHEAST 1/4
SECTION 2, T. 32 N., R. 8 E., 3rd P.M.
GRUNDY COUNTY, ILLINOIS
 NOVEMBER, 2021



expires 11-30-2022
 mikes@chamlin.com
 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184-001717

LEGAL DESCRIPTION

PARCEL NO. 1

THE SOUTH 50 FEET OF THE NORTH 280 FEET OF THAT PART LYING EAST OF THE WEST 217 FEET OF A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 565 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500 FEET, THENCE EAST 300 FEET, THENCE NORTH 1500 FEET, THENCE WEST 300 FEET TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN GRUNDY COUNTY, ILLINOIS.

PARCEL NO. 2

THE EAST 6.75 FEET OF THE WEST 217.00 FEET OF THE SOUTH 50 FEET OF THE NORTH 280 FEET OF A TRACT OF LAND DESCRIBED FOLLOWS: COMMENCING AT A POINT 565 FEET EAST AND 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500.00 FEET; THENCE EAST 300.00 FEET; THENCE NORTH 1500.00 FEET; THENCE WEST 300.00 FEET TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

I, MICHAEL W. SOENKENSEN, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION

PERU MORRIS
 OTTAWA MENDOTA
 ILLINOIS



IL. PLS NO. 035-003209 DATE: 11-10-2021

EXHIBIT C

AFFIDAVIT OF NOTICE

[appended on following page]

**AFFIDAVIT OF VILLAGE OF COAL CITY ATTORNEY MARK HEINLE AS TO
NOTICE OF ANNEXATION PURSUANT TO 65 ILCS 5/7-1-1**

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, **Mark R. Heinle**, being duly sworn, state as follows:

1. I am an attorney for the Village of Coal City.
2. The Village of Coal City has annexed certain contiguous unincorporated territory, consisting of approximately 0.09⁺/. acres, identified by PIN 09-02-202-021, and legally described as follows:

PARCEL 1

THE SOUTH 50 FEET OF THE NORTH 280 FEET OF THAT PART LYING EAST OF THE WEST 217 FEET OF A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 565 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500 FEET, THENCE EAST 300 FEET, THENCE NORTH 1500 FEET, THENCE WEST 300 FEET TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN GRUNDY COUNTY, ILLINOIS.

("Parcel 1")

3. The Village of Coal City has annexed certain contiguous unincorporated territory, consisting of approximately 0.01⁺/. acres, identified by PIN 09-02-202-020, and legally described as follows:

PARCEL 2

THE EAST 6.75 FEET OF THE WEST 217.00 FEET OF THE SOUTH 50 FEET OF THE NORTH 280 FEET OF A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 565 FEET EAST AND 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, THENCE SOUTH 1500.00 FEET; THENCE EAST 300.00 FEET; THENCE NORTH 1500.00 FEET; THENCE WEST 300.00 FEET TO THE POINT OF BEGINNING, SAID LAND BEING SITUATED IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

(“*Parcel 2*”).

4. Parcel 1 and Parcel 2 collectively comprise the “*Annexation Territory*”.
5. The Village of Coal City does not provide fire protection services to the Annexation Territory.
6. The Village of Coal City does not provide library services to the Annexation Territory.
7. There are no highways within or adjacent to the Annexation Territory.
8. As a result of the foregoing, the Village is not required under 65 ILCS 5/7-1-1 to provide pre-annexation notice to officials from any fire protection district, library district, or township.
9. If called to testify, I will testify consistent with the above.

FURTHER AFFIANT SAYETH NOT.

State of Illinois)		_____	Signature of Affiant	_____	Date
)	SS.				
County of DuPage)					

Subscribed and sworn to (or affirmed) before me by the above-named Affiant, who is to me personally known, on this _____ day of _____, 2021.

[Notary Seal]

Signature of Notary Public

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL
CITY, GRUNDY AND WILL COUNTIES, ILLINOIS**

(111 S. 1ST AVENUE, 0.57+/- ACRES - PIN 09-02-201-003)

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 NUMBER _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF
COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS

(111 S. 1ST AVENUE, 0.57+/- ACRES - PIN 09-02-201-003)

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, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois (the “Village”), requesting that said territory be annexed to the Village of Coal City and such petition for annexation is attached hereto as **Exhibit A** and incorporated as though fully set forth herein;

WHEREAS, there are no electors residing within the said territory;

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Coal City;

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute, if any;

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Grundy County;

WHEREAS, the Village provides no fire protection or library services to the territory being considered for annexation;

WHEREAS, the territory to be annexed herein is adjacent to First Avenue, which is being annexed along with the territory, but the subject portion of First Avenue is surrounded on all sides by the incorporated Village of Coal City and is not actively maintained by the jurisdictions of Braceville Township or Maine Township and therefore no notice to such officials

is required or has been provided;

WHEREAS, notice of the annexation has been delivered to all entities and officials in accordance with, and as required by or pursuant to, the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the Village is authorized to annex the territory described herein pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and all petitions documents and other necessary legal requirements necessary to accomplish the annexation of the said territory have been executed and completed in full compliance with the terms of the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Village of Coal City that the territory be annexed thereto and that such annexation will promote the sound planning and development of the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village.

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. Annexation. The following described territory, commonly known as 111 S. 1st Avenue, Coal City, Illinois, consists of approximately 0.57⁺/. acres, is identified by PIN 09-02-201-003 and is legally described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD

PRINCIPAL MERIDIAN AT COAL CITY, GRUNDY COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED TO N. MCLUCKIE BY DEED DATED OCTOBER 9, 1950, SAID POINT BEING 150 FEET SOUTHERLY OF THE SOUTHERLY LINE OF DIVISION STREET AS MEASURED ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2; THENCE SOUTHERLY ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 250 FEET, MORE OR LESS, TO A POINT 100 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S MAIN TRACK AS MEASURED AT A RIGHT ANGLE THERETO; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 100 FEET NORTHWESTERLY OF SAID CENTERLINE OF MAIN TRACT A DISTANCE OF 320 FEET, MORE OR LESS, TO SAID N. MCLUCKIE (1950) SOUTHEASTERLY PROPERTY CORNER; THENCE WESTERLY ALONG SAID N. MCLUCKIE (1950) SOUTHERLY PROPERTY LINE A DISTANCE OF 197 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

(the "**Property**"), bounded by and contiguous to incorporated Village of Coal City to the north, south, east and west, located in unincorporated Grundy County, Illinois, together with any public streets or highways adjacent to or within the said Property described above that have not been previously annexed to any municipality shall be cumulatively known as the "**Annexation Territory**." The Annexation Territory, depicted and described on a plat of annexation (appended hereto as **Exhibit B** and made a part of this Ordinance as though fully set forth herein), shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavit addressing service of notices required by law (appended hereto as **Exhibit C** and made a part of this Ordinance as though fully set forth herein). The Village Clerk shall be, and is hereby, authorized and directed to file the same with the Grundy County Clerk. The Village Administrator shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65

ILCS 5/7-1-1, and the United States Post Office branches serving the Annexation Territory of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the Grundy County Recorder's Office; provided, however, that this Ordinance shall be of no force or effect until after the Village Board enacts an ordinance (x) rezoning the Annexation Territory to a C-5 Highway Commercial zoning district classification and (y) approving issuance of a conditional use permit authorizing "outdoor storage associated with a permitted or conditional use in the C-5 district."

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

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

EXHIBIT A

PETITION FOR ANNEXATION

[appended on following pages]

**VILLAGE OF COAL CITY
PETITION FOR ANNEXATION**

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY) SS.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner GEORGE CARL MCCOY, a natural person residing at 2270 N. Lincoln Lake Drive, Coal City, IL (hereinafter, "*Petitioner*") respectfully states the following under oath:

1. Petitioner is the sole owner of record title to that certain territory commonly known as 111 S. 1st Avenue, Coal City, Illinois, consisting of approximately 0.57⁺/₁₀₀ acres, legally described in **Exhibit A** attached hereto and made a part hereof, being identified by PIN 09-02-201-003 ("*Annexation Territory*").
2. The Annexation Territory is located in unincorporated Grundy County, Illinois and is bounded on all sides by and contiguous to the incorporated Village of Coal City.
3. The Petitioner signing this Petition constitutes all of the owners of record of the Annexation Territory.
4. The Annexation Territory is not situated within the corporate limits of any municipality and is wholly unincorporated.
5. The Annexation Territory is contiguous to the corporate limits of the Village of Coal City.
6. There are no electors residing in the Annexation Territory.
7. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Annexation Territory.
8. The Annexation Territory is surrounded on all sides by the incorporated Village of Coal City and therefore not adjacent to any highway under the jurisdiction of any township.
9. All statutory notices required to annex the Annexation Territory shall be provided prior to the Village of Coal City's enactment of an ordinance annexing the Annexation Territory.
10. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
11. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

WHEREFORE, PETITIONER RESPECTFULLY REQUESTS:

- A. That this Petition and annexation be conditioned upon the Village re-zoning the Annexation Territory to a C-5 Highway Commercial zoning district classification and approving issuance of a conditional use permit authorizing “outdoor storage associated with a permitted or conditional use in the C-5 district,” following a duly noticed public hearing concerning the same.

- B. That the Annexation Territory be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended.

Dated this _____ day of November, 2021.

The undersigned certifies that to the Village (i) that he is the legal and beneficial owner of fee simple title to the Annexation Territory, (ii) that no other person or entity has any legal, beneficial, contractual, or security interest in the Annexation Territory, (iii) that all legal actions needed to authorize the execution and delivery of this Petition have been taken, (iv) that he/she is has read the foregoing Petition for Annexation, (v) that he/she has knowledge of the allegations contained therein, (vi) that the allegations are true and correct to the best of his/her knowledge and (vii) that he/she is authorized to execute this Petition for Annexation on behalf of Petitioner.

George Carl McCoy

Date: _____

SUBSCRIBED AND SWORN TO
before me this _____ day of
November, 2021

Notary Public

EXHIBIT A

ANNEXATION TERRITORY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AT COAL CITY, GRUNDY COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED TO N. MCLUCKIE BY DEED DATED OCTOBER 9, 1950, SAID POINT BEING 150 FEET SOUTHERLY OF THE SOUTHERLY LINE OF DIVISION STREET AS MEASURED ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2; THENCE SOUTHERLY ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 250 FEET, MORE OR LESS, TO A POINT 100 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S MAIN TRACK AS MEASURED AT A RIGHT ANGLE THERETO; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 100 FEET NORTHWESTERLY OF SAID CENTERLINE OF MAIN TRACT A DISTANCE OF 320 FEET, MORE OR LESS, TO SAID N. MCLUCKIE (1950) SOUTHEASTERLY PROPERTY CORNER; THENCE WESTERLY ALONG SAID N. MCLUCKIE (1950) SOUTHERLY PROPERTY LINE A DISTANCE OF 197 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT B

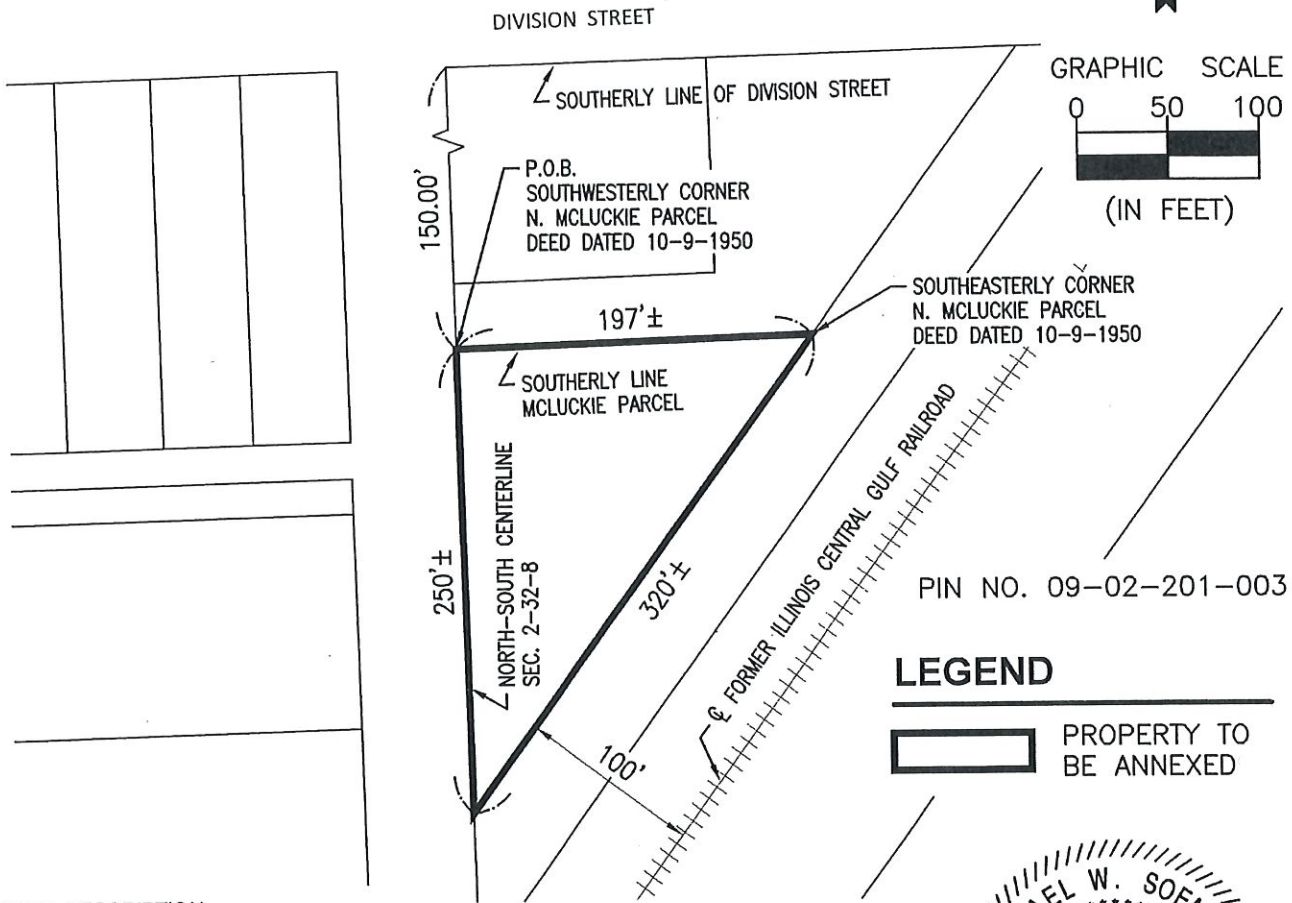
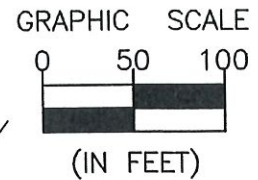
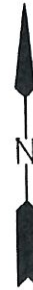
PLAT OF ANNEXATION

[appended on following page]

CHAMLIN & ASSOCIATES, INC. © 2021
Drawing Name: R:\USERS\444010.00 - McCoy Annexation - Coal City - 2021\CAD\McCoy A.dwg Last Modified: Wednesday, November 10, 2021 9:48:53 AM


ANNEXATION PLAT

FOR
PART OF THE NORTHEAST 1/4
SECTION 2, T. 32 N., R. 8 E., 3rd P.M.
GRUNDY COUNTY, ILLINOIS
NOVEMBER, 2021



PIN NO. 09-02-201-003

LEGEND

 PROPERTY TO BE ANNEXED



expires 11-30-2022
mikes@chamlin.com

PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-001717

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AT COAL CITY, GRUNDY COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED TO N. MCLUCKIE BY DEED DATED OCTOBER 9, 1950, SAID POINT BEING 150 FEET SOUTHERLY OF THE SOUTHERLY LINE OF DIVISION STREET AS MEASURED ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2; THENCE SOUTHERLY ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 250 FEET, MORE OR LESS, TO A POINT 100 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S MAIN TRACK AS MEASURED AT A RIGHT ANGLE THERETO; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 100 FEET NORTHWESTERLY OF SAID CENTERLINE OF MAIN TRACT A DISTANCE OF 320 FEET, MORE OR LESS, TO SAID N. MCLUCKIE (1950) SOUTHEASTERLY PROPERTY CORNER; THENCE WESTERLY ALONG SAID N. MCLUCKIE (1950) SOUTHERLY PROPERTY LINE A DISTANCE OF 197 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

I, MICHAEL W. SOENKSEN, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION



PERU MORRIS
OTTAWA MENDOTA
ILLINOIS

IL. PLS NO. 035-003209

DATE: 11-10-2021

EXHIBIT C

AFFIDAVIT OF NOTICE

[appended on following page]

**AFFIDAVIT OF VILLAGE OF COAL CITY ATTORNEY MARK HEINLE AS TO
NOTICE OF ANNEXATION PURSUANT TO 65 ILCS 5/7-1-1**

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, **Mark R. Heinle**, being duly sworn, state as follows:

1. I am an attorney for the Village of Coal City.
2. The Village of Coal City has annexed certain contiguous unincorporated territory, commonly known as 111 S. 1st Avenue, Coal City, Illinois, consisting of approximately 0.57⁺/-. acres, being identified by PIN 09-02-201-003 and legally described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AT COAL CITY, GRUNDY COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED TO N. MCLUCKIE BY DEED DATED OCTOBER 9, 1950, SAID POINT BEING 150 FEET SOUTHERLY OF THE SOUTHERLY LINE OF DIVISION STREET AS MEASURED ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 2; THENCE SOUTHERLY ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 250 FEET, MORE OR LESS, TO A POINT 100 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S MAIN TRACK AS MEASURED AT A RIGHT ANGLE THERETO; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 100 FEET NORTHWESTERLY OF SAID CENTERLINE OF MAIN TRACT A DISTANCE OF 320 FEET, MORE OR LESS, TO SAID N. MCLUCKIE (1950) SOUTHEASTERLY PROPERTY CORNER; THENCE WESTERLY ALONG SAID N. MCLUCKIE (1950) SOUTHERLY PROPERTY LINE A DISTANCE OF 197 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

(the "*Annexation Territory*").

3. The Village of Coal City does not provide fire protection services to the Annexation Territory.
4. The Village of Coal City does not provide library services to the Annexation Territory.
5. There are no highways within or adjacent to the Annexation Territory that are under township jurisdiction.

6. As a result of the foregoing, the Village is not required under 65 ILCS 5/7-1-1 to provide pre-annexation notice to officials from any fire protection district, library district, or township.

7. If called to testify, I will testify consistent with the above.

FURTHER AFFIANT SAYETH NOT.

		_____ Signature of Affiant	_____ Date
State of Illinois)		
)	SS.	
County of DuPage)		

Subscribed and sworn to (or affirmed) before me by the above-named Affiant, who is to me personally known, on this _____ day of _____, 2021.

[Notary Seal]

Signature of Notary Public

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

RE: LAND USE PLAN AT 727/805 E DIVISION

George and Joann McCoy, representing two properties through which a drainage ditch flows on the south side of Division, adjacent to the Shell Gas Station, would like to ensure their property may allow for the foreseen uses they would like to use on these properties. The petitioners created a comprehensive land use plan for the various uses throughout the entirety of their property. They had originally prepared the public hearing for July 6th, but at their request the Planning & Zoning Board's consideration of the conditional use and zoning recommendation was continued until its final consideration and recommendation at the August 2nd Board Meeting.

At that time, the final land use plan was provided and adopted unanimously without anyone aside from the petitioner to speak for the request. The property had quite a few parcels that create the entire utilization of the property. A portion of the property was zoned industrial, which doesn't possess the conditional uses to allow open lot boat sales and there were three parcels contained within the land use that had never been incorporated within the Village. Since they have been annexed via a previous ordinance, they are to be zoned C-5 to allow the land uses to allow this business to continue.

Future plans for another building to be constructed at the 805 E. Division portion of the property to allow additional interior building storage. Please note, through this process the owners also purchased the former "Clip" dog grooming property, which allows for a final parcel consolidation after all of the properties have been incorporated and have their proper zoning.

Recommendation:

Adopt Ordinance No. _____: Providing C-5 Zoning along with Conditional Uses to Allow for Open Lot Boat Sales and Storage at 727 & 805 E. Division.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: GEORGE AND JOANN Mcloy

Address: 1955 N LINCOLN LAKE Phone number: 815-791-3211

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: 805 E DIVISION ST + 727 E. Division St.

Existing zoning: C-5 Use of surrounding properties: North _____ South _____

East _____ West _____

What zoning change or variance: (specify) The East side requires a variance and the West side needs to be changed to C-5 with a variance

To allow what use: Boat and trailer storage (seasonal)

Tax number of subject property: 09-02-202-010 09-02-202-016

Common address of property: 805 E DIVISION ST

Parcel dimensions: _____ Lot area (sq. ft.) _____

Street frontage _____

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.

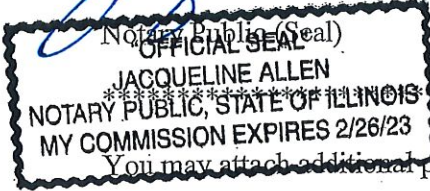
Jean McLoay, being first duly sworn, on oath deposes and says,
Applicant's Name

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

Subscribed and sworn before me on this 9th day of June, 2021.

Jacqueline Allen

Jean McLoay
Signature of Owner



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

Please note the number of pages attached. _____

FOR OFFICE USE ONLY

Case number ZA-332
Filing date 6-9-21
Hearing date 7-6-21
Filing fee \$ 300.00
Hearing time 7pm

Location of hearing
Village Hall
515 South Broadway
Coal City, Illinois

McCoy Land Use Plan, 727 & 805 E. Division



THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING CONDITIONAL USES TO ALLOW OUTDOOR
STORAGE AND OPEN LOT SALES ALONG WITH C-5 ZONING FOR ALL PARCELS
LOCATED WITHIN THE PROPERTY AT 727/805 E. DIVISION
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

ORDINANCE NO. _____

AN ORDINANCE GRANTING CONDITIONAL USES TO ALLOW OUTDOOR STORAGE AND OPEN LOT SALES ALONG WITH C-5 ZONING FOR ALL PARCELS LOCATED WITHIN THE PROPERTY AT 727/805 E. DIVISION IN THE VILLAGE OF COAL CITY

WHEREAS, an application requesting a map amendment for certain parcels within the property according to Sections 156.94 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by George and JoAnn McCoy (“applicant”) on June 9, 2021; and

WHEREAS, the applicant requested conditional uses to allow, outdoor storage of boats, and trailers (for towing personal recreational equipment [not semi-tractor trailers or commercial equipment]) and open lot sales as required with Tables 7 of the village’s zoning code; and

WHEREAS, a public hearing regarding consideration of the conditional use petition was held on July 6, 2021 and continued until August 2, 2021; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on August 2, 2021 to consider passage of the request to the Board of Trustees; and

WHEREAS, Section 156.270 permits the Village Board to approve amendments to the zoning of property; 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 conditional uses.

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 concerning the Map Amendment. The Board of Trustees finds as follows concerning the Requested map amendments for certain parcels within the property at 727/805 E. Division:

- A. **Compatible with Use or Zoning of Environs.** Parcels incorporated via an annexation ordinance were previously utilized for many years for utilization the same as their adjacent properties.
- B. **Supported by Trend of Development.** The commercial business that has been developed at this location continues to thrive and is looking to accommodate future growth.

- C. **Consistent with Comprehensive Plan Objectives.** The area to be rezoned is marked as an area to be commercial along E. Division within the Comprehensive Plan.
- D. **Furthers Public Interest.** The commercial business that is run from the property providing property tax support as well as crucial sales tax revenue for the Village each year, which further the interest of the public throughout the entire Village.

Section 3. Findings of Fact concerning the Conditional Use. The Board of Trustees finds as follows concerning the Requested conditional use for the property at 727/805 E. Division:

- A. **Traffic.** The conditional use shall allow the property to be utilized in much the same manner as adjacent property and consistent with use of the property.
- B. **Environmental Nuisance.** The conditional use that have been considered shall not cause an environmental nuisance at the subject property.
- C. **Neighborhood Character.** Allowing the utilization of outside storage is consistent with the neighborhood character; the property has historically utilized the property in this manner.
- D. **Public Services and Facilities.** Granting this conditional use shall have minimal impact upon the property and does not require additional public services or facilities to be contributed in order for the allowed uses to function.
- E. **Public Health and Safety.** These conditional uses shall not be detrimental to the public health and safety of adjacent residents or to the community at large.
- F. **Other Factors.** This area has been owned by many separate owners over many years; granting this conditional use shall define the utilization of the property for their specific role for the owners.

Section 4. Description of the Property. The property is owned by George and JoAnn McCoy and is located on both side of the Union Pacific Railroad tracks at the addresses commonly known as 727 and 805 E. Division.

Section 5. Public Hearings. A public hearing concerning the consideration of rezoning was advertised on June 16, 2021 in the Coal City Courant and held by the Planning and Zoning Board on July 6, 2021 and continued until August 2, 2021 at which time a majority of the Planning and Zoning Board members recommended passage of the applicant's request to the Board of Trustees.

Section 6. Zoning Amendment. The applicant's request concerning rezoning of certain parcels within the property shall be provided as follows:

- A. Those parcels located along the west side of the Union Pacific (UP) railroad tracks with PINs# 09-02-201-004 and 09-02-201-006 shall be rezoned from their current industrial zoning to allow all uses consistent with C-5 zoning.

- B. The parcel with PIN # 09-02-201-003, located along the west side of the UP railroad tracks, shall be rezoned from RS-1 to C-5 upon its incorporation.
- C. Those parcels located along the east side of the UP railroad tracks with PINs# 09-02-202-020 and 09-02-202-021 shall be rezoned from RS-1 to C-5 upon their incorporation.

Section 7. Conditional Uses. The applicant's request concerning conditional uses within the property are granted as follows:

- A. The previous conditional use to allow ice sales along the west side of the UP railroad tracks may continue.
- B. Outside storage of boats within a fenced in area shall be allowed on the portion of the property identified as parcel 09-02-201-003.
- C. Outside boat and storage trailer shall be accommodated along the east side of the UP railroad tracks in a segmented area called out within the attached land use plan, Exhibit A.
- D. Open lot boat sales shall be allowed along the property frontage to accommodate shoppers with access to the property from E. Division Street.

Section 8. Conditions. The conditional use granted herein is contingent and subject to the following conditions:

- A. The property shall be utilized in a manner consistent with the presentation of the applicant before the Planning & Zoning Board and the Board of Trustees.
- B. The intent of the granted conditional uses is to allow the continued success of the McCoy Marine business. A mix of boat sales and storage has been allowed, but is limited upon the land in a manner provided within Exhibit A.

Section 9. 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 10. 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.

AN ORDINANCE GRANTING CONDITIONAL USES TO ALLOW OUTDOOR STORAGE AND OPEN LOT SALES ALONG WITH C-5 ZONING FOR ALL PARCELS LOCATED WITHIN THE PROPERTY AT 727/805 E. DIVISION IN THE VILLAGE OF COAL CITY

Section 11. 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

EXHIBIT A

McCoy Land Use Plan, 727 & 805 E. Division



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

RE: NCICG GRANT TO ALLOW FOR FEMA BRIC (BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES) GRANT APPLICATION

The North Central Illinois Council of Governments (NCICG) have experience applying for and securing preventative disaster mitigation funds. The former program that was formerly administered by the Department of Commerce and Economic Opportunities (DCEO) has been moved to be regulated by the Federal Emergency Management Agency (FEMA). Coal City formerly adopted the Grundy County Multi-Jurisdictional Hazard Mitigation Plan, which contained a number of necessary improvements to assist with mitigating disaster impacts within the Village.

One of these projects included the incorporation of a generator at the water treatment plant that possesses the capability of running the treatment plant in its entirety along with Well #6 located adjacent to the water treatment plant. NCICG provided a pre-application to FEMA to determine if the generator would be a good candidate for the BRIC grant application. To date, the organization has not funded such a project, but believes it is a strong candidate for a project that would have high value and could be funded due to its inclusion within the multi-jurisdictional hazard mitigation plan.

In order to complete an application, an engineering firm must be hired to complete a specific federal software benefit/cost analysis. NCICG would work with the engineering firm to complete the grant and submit the application to FEMA in December. The project would look to have FEMA fund the total project that is estimated at \$322,245. The grant application fee to be paid to NCICG is \$2,500. The fees to be paid to Knight Engineering, which has proven expertise to provide the necessary analysis will cost \$10,300. This analysis will be available for a two year cycle if the project is denied during the current grant request cycle.

Recommendation:

- 1.) Adopt Resolution No. ____: Entering into an Agreement with NCICG to complete the FEMA/BRIC grant application.
- 2.) Approve the Engineering Agreement with Knight Engineering to Provide the Benefit Cost Analysis Study Required to Submit the FEMA/BRIC grant.

**RESOLUTION TO ENTER INTO AN AGREEMENT
FOR APPLICATION SERVICES
FOR A BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) 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 Federal Emergency Management Agency (FEMA) to provide for financial aid to the VILLAGE under Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Hazard Mitigation Assistance: Building Resilient Infrastructure and Communities (BRIC) project to install a generator at the water treatment plant.

WHEREAS, the VILLAGE desires to engage the COUNCIL to render certain technical advice and assistance in the preparation of a Building Resilient Infrastructure and Communities (BRIC) 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 BRIC 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 information 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 Federal Emergency Management Agency (FEMA).
4. Assist the VILLAGE in obtaining cost estimates for all BRIC activities, including strategies to lower cost, wherever possible. Acquire information needed from all parties. Assemble the grant package.
5. Attend and conduct the BRIC required public hearing. Attend Village Board meetings associated with the preparation of the application and make presentations as required.
6. 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: \$2,500.00

The fees will be due after submission of the application.

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

Matt Fritz, President

ATTEST:

ATTEST:

Pamela Noffsinger, Village Clerk

Jennifer Scheri, Secretary

(SEAL)

(SEAL)

KNIGHT

Engineers & Architects

November 2, 2021

VIA EMAIL ONLY

Mr. Terry Halliday, Mayor
Village of Coal City
515 South Broadway
Coal City, Illinois 60416-1503

Re: Proposal for Professional Engineering Services
Benefit Cost Analysis for Natural Gas Generator

Dear Mayor Halliday:

Knight E/A, Inc. ("Knight") is pleased to submit this proposal for professional engineering services for the Village of Coal City ("Village") to complete work related to preparing a benefit-cost analysis related to the purchase and installation of a natural gas generator to power the water treatment plant during periods of loss of power. If you find this proposal to be acceptable, an executed copy of this letter, together with the General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between the Village and Knight.

Understanding

Knight understands the Village is seeking a qualified engineering firm to prepare a benefit-cost analysis using the FEMA BCA software platform. The final benefit-cost analysis will be provided to the North Central Illinois Council of Governments (NCICG) as support documentation as part of a grant application in pursuit of funding for the purchase and installation of a natural gas generator.

It is acknowledged that IEMA has indicated that obtaining funds for the subject project through the BRIC grant program is unlikely this year. However, other grant programs may provide an opportunity to use the results of the BCA to support the need for a generator. It is further acknowledged that the desire of the Village and NCICG is to prepare final documentation/grant application, including a BCA, for submittal to IEMA in early December 2021.

It is acknowledged that the Village will be responsible for obtaining all the documentation for the information which is to be included in the benefit cost analysis, including but not limited to the purchase and installation cost details. Other potentially pertinent documentation for use in the BCA has been requested by Knight in email to NCICG and the Village dated October 18, 2021. The Village acknowledges the critical nature of the time frame to provide this documentation to Knight due to the extremely short deadline to submit the information to IEMA. All work shall be provided on an hourly basis for this project.

KNIGHT

Scope of Services

Knight's work includes the development of a BCA for the project and coordination with NCICG with respect to incorporating the BCA and results thereof into a complete grant application. For the BCA related work, Knight will utilize FEMA's most recent BCA software platform and will incorporate documentation provided by the Village or their consultant(s), if deemed appropriate and acceptable by Knight, for use in developing a BCA model.

Once acceptable data has been identified by Knight, Knight proposes to input the requisite data into Version 6.0 of FEMA's BCA modeling platform to determine a benefit cost ratio for the purchase and installation of a natural gas generator to provide power to the water treatment plant during times when the power supply is interrupted.

The scope of services includes incorporating all aspects of the project to be pertinent to the modeling using the BCA FEMA software platform, including social and environmental factors. It is acknowledged that Knight represents that a specific benefit cost ratio from the use of the BCA model is not guaranteed. Furthermore, it is acknowledged that Knight represents that the use of and outcome from the BCA model does not ensure approval for any grant funds.

If during the development of the BCA model Knight determines there is insufficient or incorrect documentation, Knight will provide the Village and/or NCICG with an opinion with respect to such and ask that the Village and/or NCICG provide direction to Knight to resolve the matter. The Village and/or NCICG will be responsible for providing details with respect to any documentation or information not available to Knight needed to complete the BCA model.

While Knight has the capabilities to perform the following services, these specific services are not included in Knight's scope of services.

- Field survey of any structures or flood elevations
- Construction plans or cost estimates
- Research related to structure type, value, or existing flood elevation
- Remediation plans or cost estimates related to environmental aspects of the project
- Site inspection or evaluations of any structures

Schedule

The current schedule related to the FEMA grant processes require submittal of an application to IEMA by early December 2021. Upon receipt of this executed proposal, Knight will initiate work on the BCA and coordination with NCICG to expedite our work to the fullest practical extent to meet the early December 2021 timeframe required by IEMA.

KNIGHT

Compensation

Compensation for all professional services completed by Knight will be for actual time spent at the hourly billing rates for each classification of employee in accordance with Attachment B - Project Billing Rates. Compensation for the services for the tasks listed in the scope of services herein will be on an hourly basis for actual time spent for an estimated fee of \$10,300.

If at any time Knight identifies a significant increase in the estimated fee listed herein, Knight will contact the Village with details related to this issue and seek resolution of the matter.

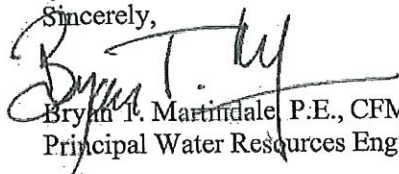
Knight will invoice the client monthly or less frequently and payment will be due within 30 days of the invoice date.

Terms and Conditions

This proposal, together with Attachment A - General Terms and Conditions, represents the entire understanding between the Village and Knight. If the terms of this agreement are found to be satisfactory, please sign this agreement in the space provided and return it to our office.

We appreciate the opportunity to present this proposal and look forward to working with the Village on this important and unique project. If you have any questions or need additional information, please feel free to contact me at your convenience. My direct number is 217-615-4773.

Sincerely,


Bryan T. Martindale, P.E., CFM
Principal Water Resources Engineer

KNIGHT E/A, INC.

VILLAGE OF COAL CITY

Kevin E. Lentz, P.E.
President

Mr. Terry Halliday
Mayor

Date

Date

Attachment A - General Terms and Conditions
Attachment B - Project Billing Rates

KNIGHT

Attachment A
General Terms and Conditions

- 1. General Conditions.** The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by Knight E/A, Inc. ("Knight") to perform for the Company to whom this letter is addressed ("Client"), all of the professional design services described in said cover letter as Scope of Services ("Services") for Client's project as defined therein ("Understanding"). Knight's offer becomes a contract on these same terms and conditions when accepted by Client. This contract supersedes all previous understandings, if any, and constitutes the entire agreement between Knight and Client relating to the Services. Pre-printed terms and conditions on Client purchase orders are not accepted regardless of when issued. Knight shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of Knight's offer.
- 2. Knight's Obligations.** Knight will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty, express or implied, is made or intended.
- 3. Client's Obligations.** Client shall provide the following: (i) all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which Knight may use and rely upon in performing services under this Agreement; (ii) arrange for access to and make all provisions for Knight to enter upon public and private property as required for Knight to perform services under this Agreement; and (iii) give prompt written notice to Knight whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Knight's services, or any defect or non-conformance in the work of any Contractor.
- 4. Consultant Services.** When Knight procures consultant services required for the Project on behalf of Client, Knight does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's independent Consultants. Knight makes no representation of, and does not assume responsibility or liability for, the work or services of Client's Independent Consultants. Knight shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Client's Independent Consultants.
- 5. Additional Services.** Changes in scope or extent of Services may be made from time to time by mutual written agreement. Any additional Services required because of such changes will be charged at Knight's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of Knight. Projects suspended for more than thirty (30) days through no fault of Knight shall be subject to a re-mobilization fee compensated as Additional Services.
- 6. Opinions of Probable Cost.** Knight's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by Knight of actual construction cost. Knight has no control over material cost, labor, methods of construction or bid procedures. Accordingly, Knight does not warrant or represent that contractor bids will not vary from the Project budget or Knight's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.
- 7. Payment.** Knight shall be entitled to payment for Services rendered on the basis of Knight's invoices submitted monthly. Invoices shall be due and payable within thirty (30) days after receipt. Past due invoices

KNIGHT

shall accrue interest at the rate of one and one-half percent (1.5%) per month. No retention shall be withheld. All accounts receivable must be current before Knight shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. Knight reserves the right to stop Services and/or withhold documents for reasons of non-payment and Knight shall not be liable for delays which may result from such stoppage.

Knight shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or Knight's customary rate, plus five percent (5%) handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of any excise, Value Added Tax (VAT) or gross receipts tax may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by Knight to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of five percent (5%) of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by Knight of monies due.

8. Documents. Any and all documents and plans (including Knight's independent professional associates and consultants) in whatever form, including electronic media (disks, tapes, telecommunication, etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all time remain the sole property of Knight. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by Knight without agreement in writing stipulating the terms and restriction of usage. Knight will not be responsible for any consequence of re-use, other use, or adaptation of such documents without Knight's express written approval.

9. Facsimile Transmissions. The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provisions thereof the fact that a facsimile transmission was used.

10. Certifications, Guarantees and Warranties. Knight shall not be required to sign any documents that would result in Knight having to certify, guarantee or warrant the existence of conditions whose existence Knight cannot ascertain. Client also agrees not to make resolution of any dispute with Knight or payment of any amount due to Knight in any way contingent upon Knight signing any such certification.

11. Insurance. Knight is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or Knight's scheduled charge. Client agrees to cause the Contractor to (i) provide Comprehensive General Liability Insurance for the Project naming Knight E/A, Inc. and Client as Additional insureds; and (ii) to defend, indemnify, and hold harmless Knight E/A, Inc. and Client from any and all losses, cost, damages, and expenses resulting from the Contractors Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify Knight of the existence of any Project-Specific Professional

KNIGHT

Liability Policy applicable to the Project which includes Knight as an Insured by name or reference so that Knight may, in a timely and effective manner coordinate its own insurance program. Should such a Project-Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to Knight a certified copy of the Policy and to cooperate with Knight in obtaining data with respect to possible claims against that Policy.

12. Indemnification. Knight agrees to the fullest extent permitted by law, to indemnify and hold Client harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by Knight, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees to the fullest extent permitted by law, to indemnify and hold Knight harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by Client, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement. In no event shall Client be entitled to obtain from Knight, its agents, representatives, officers, employees, or independent contractors, 'damages' arising from Knight's breach of this Agreement, or for its failure to perform its services in accordance with the standard of care provided for herein, in excess of fifty thousand dollars (\$50,000) or the total fee amount paid by client, whichever is less. "Damages" as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attorney's fees. No Claims shall be made more than two (2) years after substantial completion of the Project.

13. Waiver of Contract Breach. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

14. Suspension of Services. Client may, at any time, by written order to Knight require Knight to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Knight shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with the suspension.

15. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. In the event of termination, Knight shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place Knight's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of Knight, justify continuance of the work, Knight shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.

16. Asbestos/Hazardous Materials Disclaimer. Client is hereby notified that asbestos is prevalent in building constructed prior to 1978. Client agrees to defend, indemnify and hold harmless Knight from any and all asbestos, pollution, and/or hazardous waste-related claims arising against Knight relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

17. "ADA" Compliance. For Projects of new construction, Knight shall endeavor to design the Project in conformity with the Americans with Disabilities Act ("ADA") Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the "Act") and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, Knight shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is the Client's sole responsibility to determine whether to exclude a specific accommodation

KNIGHT

because the accommodation is not readily achievable or unduly burdensome. Knight shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client.

18. Compliance with Codes. Knight's design shall conform to local applicable codes in effect, and as interpreted by building official, at the time the design is prepared; however, Knight shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction.

19. Applicable Law. The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Illinois.



Knight E/A, Inc.
Village of Coal City
Professional Engineering Services
2-Nov-21
Attachment B

Project Billing Rates

Classification	Billing Rate
CEO, President, Sr. Vice President	\$ 400.00
Vice President	250.00
Director of Engineering, Architecture	233.00
Principal Engineer, Planner	228.00
Senior Engineer II, Planner II	205.00
Senior Engineer I, Planner I	190.00
Project Engineer II, Planner II	170.00
Project Engineer I, Planner I	155.00
Engineer IV, Planner IV	135.00
Engineer III, Planner III	123.00
Engineer II, Planner II, Designer III	112.00
Engineer I, Planner I, Designer II	90.00

RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS
FOR FEMA BRIC GRANT APPLICATION FOR
WATER TREATMENT PLANT GENERATOR PROJECT

WHEREAS, the Village of Coal City, Illinois is applying to the Federal Emergency Management Agency (FEMA) for Building Resilient Infrastructure and Communities (BRIC) grant funds to install a generator and ancillary components at the water treatment plant so the Village can continue to provide potable water to the community during a power outage event.

WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Illinois, and

WHEREAS, criteria of FEMA BRIC are such that financial participation by the grantee is required in conjunction with BRIC funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that the Village of Coal City apply for a grant under the terms and conditions of the State of Illinois and FEMA and shall enter into and agree to the understandings and assurances contained in said application.
- 2) that the Village of Coal City has identified this mitigation strategy in the Community Risk Assessment to; install a generator and ancillary components at the water treatment plant as identified in the 2020 Grundy County Natural Hazard Mitigation Plan. Adopted on December 9, 2020 by the Village of Coal City.
- 2) that the Village of Coal City President and Village of Coal City Clerk on behalf of the City execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Village of Coal City President and Village of Coal City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.
- 4) that Village of Coal City does hereby commit funds for use in conjunction with a FEMA BRIC Grant, such funds to equal 25% of the estimated total project cost of \$322,245 or \$80,561. The funds will come from the Village of Coal City _____ Fund.

Passed this ____ day of _____, 2021

Terry Halliday, Village President
Village of Coal City

ATTEST:

Pamela Noffsinger, Village Clerk
Village of Coal City

**Coal City Water Treatment Plant
Generator Project**

Generator - 320kW	\$ 275,000
Concrete pad	\$1,500
Electric connection	\$ 1,000
Gas connection	\$ 1,500
	\$ 279,000
Engineering - 10%	\$ 27,900
Grant Administration - 5%	\$ 15,345
Total	\$ 322,245

FEMA - Grant request	\$ 241,684
Local Share	\$ 80,561

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

A RESOLUTION ESTABLISHING THE ANNUAL CALENDAR OF REGULAR MEETINGS OF THE VILLAGE OF COAL CITY BOARD OF TRUSTEES, AND THE PLANNING COMMISSION, ZONING BOARD OF APPEALS, PARK BOARD AND BOARD OF FIRE AND POLICE COMMISSIONERS FOR CALENDAR YEAR 2022

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

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE ANNUAL CALENDAR OF REGULAR MEETINGS OF THE VILLAGE OF COAL CITY BOARD OF TRUSTEES, AND THE PLANNING COMMISSION, ZONING BOARD OF APPEALS, PARK BOARD AND BOARD OF FIRE AND POLICE COMMISSIONERS FOR CALENDAR YEAR 2022

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, Section 2.03 of the Open Meetings Act, 5 ILCS 120/2.03, requires the Village to prepare and make available a schedule of all of its regular meetings for the calendar year and list the times and places of the meetings; and

WHEREAS, in accordance with Section 2.02 of the Open Meetings Act, 5 ILCS 120/2.02, the Village must give public notice of the schedule of regular meetings at the beginning of each calendar year and state the regular dates, times and places of such meetings; and

WHEREAS, the President and Board of Trustees of the Village of Coal City (the “*Corporate Authorities*”) desire to approve the regular meeting schedules for calendar year 2022 for the Village Board, Planning Commission and Zoning Board of Appeals, Parks Committee, and Board of Fire & Police Commissioners.

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. REGULAR VILLAGE BOARD MEETING SCHEDULE FOR 2022.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2022 schedule for its regular Village Board meetings in accordance with the schedule attached hereto as **Exhibit A** and, by this reference, incorporated herein and made a part hereof. The starting time of all regular Village Board meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates, notice and agendas for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 3. REGULAR PLANNING COMMISSION AND ZONING BOARD OF APPEALS MEETING SCHEDULES FOR 2022.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2022 schedule for the Planning Commission and the Zoning Board of Appeals, all of which meet contemporaneously, in accordance with the cumulative schedule attached hereto as **Exhibit B** and, by this reference, incorporated herein and made a part hereof. The starting time of all Planning Commission, and Zoning Board of Appeals meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the

Planning Commission or Zoning Board of Appeals, notices and agendas for any such special or rescheduled regular meetings shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 4. REGULAR PARK BOARD COMMITTEE MEETING
SCHEDULES FOR 2022.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2022 schedule for the Park Board committee in accordance with the schedule attached hereto as **Exhibit C** and, by this reference, incorporated herein and made a part hereof. The starting time of all Park Board meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the Park Board, notice and an agenda for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 5. REGULAR BOARD OF FIRE & POLICE COMMISSIONERS
MEETING SCHEDULE FOR 2022.

A. The Corporate Authorities shall and do hereby authorize and approve the calendar year 2022 schedule for the Board of Fire & Police Commissioners (“BOFPC”) in accordance with the schedule attached hereto as **Exhibit D** and, by this reference, incorporated herein and made a part hereof. The starting time of all BOFPC meetings shall be 7:00 p.m. prevailing local time. The meetings shall be conducted in the Village Board meeting room at the Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416.

B. In the event of a cancellation or rescheduling of any regular meeting dates of the

Park Board, notice and an agenda for any such special or rescheduled regular meeting shall be publicly noticed and distributed to media in accordance with the Open Meetings Act.

SECTION 6. OTHER COMMITTEE MEETINGS.

All meetings of the Finance, Water & Sewer, Street & Alley, and Public Health & Safety Committees shall be conducted on an irregular basis as special meetings as and when the need to convene arises. Such meetings shall be publicly noticed and distributed to media in accordance with the requirements of the Open Meetings Act.

SECTION 7. RESOLUTION OF CONFLICTS.

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

SECTION 8. 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 9. 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

VILLAGE OF COAL CITY MEETING AGENDA **2022**

VILLAGE BOARD

Second & Fourth Wednesdays of the Month

7:00 p.m.

Coal City Village Hall, 515 S. Broadway, Coal City, Illinois

January 12 & 26

February 9 & 23

March 9 & 23

April 13 & 27

May 11 & 25

June 8 & 22

July 13 & 27

August 10 & 24

September 14 & 28

October 12 & 26

November 9 & 23

December 14 & 28

EXHIBIT B

PLANNING & ZONING BOARD, PLANNING COMMISSION AND ZONING BOARD OF APPEALS

Combined Regular Meeting

First & Third Mondays of the Month

7:00 p.m.

Coal City Village Hall, 515 S. Broadway, Coal City, Illinois

January 3 & 17

February 7 & 21

March 7 & 21

April 4 & 18

May 2 & 16

June 6 & 20

July (Tues.) 5 & 18

August 1 & 15

September 6 (Tuesday) & 19

October 3 & 17

November 7 & 21

December 5 & 19

EXHIBIT C

PARK BOARD

Third Tuesday of the Month

7:00 p.m.

Coal City Village Hall, 515 S. Broadway, Coal City, Illinois

January-18th

February-15th

March-15th

April-19th

May 17th

June-21st

July-19th

August-16th

September-20th

October-18th

November-15th

December-20th

EXHIBIT D

**FIRE AND POLICE BOARD OF COMMISSIONERS
(First Tuesday of Each Fiscal Quarterly)**

7:00 p.m.

Coal City Village Hall, 515 S. Broadway, Coal City, Illinois

February 1st

May 3rd

August 2nd

November 1st

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION NUMBER 21-__

**A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION
MINUTES, AUTHORIZING THE RELEASE AND CONTINUED RETENTION,
RESPECTIVELY, OF CERTAIN EXECUTIVE SESSION MINUTES AND
AUTHORIZING THE DESTRUCTION OF VERBATIM RECORDINGS OF CERTAIN
VILLAGE BOARD EXECUTIVE SESSIONS**

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

RESOLUTION NO. 21-__

A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION MINUTES, AUTHORIZING THE RELEASE AND CONTINUED RETENTION, RESPECTIVELY, OF CERTAIN EXECUTIVE SESSION MINUTES AND AUTHORIZING THE DESTRUCTION OF VERBATIM RECORDINGS OF CERTAIN VILLAGE BOARD EXECUTIVE SESSIONS

WHEREAS, the Village of Coal City (“Village”) is a non-home rule municipality;

WHEREAS, the Corporate Authorities of the Village have met from time to time in executive session for purposes authorized by, and in conformity with, the Illinois Open Meetings Act, 5 ILCS 120/1.01, *et seq.*;

WHEREAS, the Village Clerk has kept written minutes and verbatim audio recordings of all such executive sessions in accordance with the Open Meetings Act;

WHEREAS, the Corporate Authorities have recently met in closed session for its semi-annual review and approval of executive session minutes as to content and by this enactment hereby approve the content of such minutes;

WHEREAS, pursuant to 5 ILCS 120/2.06, the Corporate Authorities have met in closed session to review previously-unreleased executive session minutes and determine whether a need for confidentiality still exists with respect to such minutes; and

WHEREAS, the Corporate Authorities have found and determined that the minutes of the closed session meetings listed in **Exhibit A**, attached hereto, made a part hereof and fully integrated herein, no longer require confidential treatment because such confidentiality is no longer necessary to protect the public interest or the privacy of any individuals, and should therefore be released to the public; and

WHEREAS, the Corporate Authorities have found and determined that a need for confidentiality still exists in order to protect the public interest or the privacy of individuals with

respect to the executive session minutes from all other closed session meetings that are not listed in **Exhibit A** as being approved for release, and such other executive session minutes shall remain confidential, subject to further review and determination as to their appropriateness for release at a future date; and

WHEREAS, as to the verbatim audio recordings of the closed session portion of the meetings set forth in Section 4 of this Resolution, at least eighteen (18) months have passed since the completion of those executive session minutes, the minutes of such closed sessions have been approved as to content, and the Village Board hereby finds and determines that destruction of the verbatim audio recordings of the identified closed sessions set forth in Section 4 is advisable and in accordance with the requirements of the Open Meetings Act and hereby approve and direct such destruction in accordance with Section 2.06(c) of the Act.

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. APPROVAL AS TO CONTENT.

The written minutes of all Village Board executive session meetings taking place on or prior to June 14, 2021 are hereby approved as to content.

SECTION 3. DETERMINATION OF CONFIDENTIALITY AND DIRECTION TO RELEASE AND WITHHOLD, RESPECTIVELY, EXECUTIVE SESSION MINUTES.

A. The Village Clerk is hereby authorized and directed to make the minutes from those executive session meetings set forth in **Exhibit A** available for public inspection and copying in accordance with the standing procedures of the Clerk's Office and the governing regulations of the Illinois Open Meetings Act.

B. The Village Clerk is hereby authorized and directed to maintain the minutes from all other executive session meetings for which release has not yet been approved in a confidential matter in order to protect the public interest and the privacy of individuals.

SECTION 4. DESTRUCTION OF CERTAIN VERBATIM AUDIO RECORDINGS.

The Village Clerk is hereby authorized and directed to destroy forthwith all verbatim audio recordings of closed session meetings of the Village Board which took place on or prior to May 13, 2020.

SECTION 5. RESOLUTION OF CONFLICTS.

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

SECTION 6. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this 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 7. EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage and approval as 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

Executive Session Minutes Approved for Release

June 28, 2018

June 12, 2019

August 28, 2019

October 14, 2020

June 9, 2021

June 14, 2021

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

RE: N. BROADWAY BRIDGE ENGINEERING AGREEMENT

The Village of Coal City has been receiving one-time payments of additional MFT payments from the State's ReBUILD Illinois Infrastructure bill to be spent on qualifying projects as soon as the calendar year of 2022. In preparation of this project the N. Broadway Bridge replacement project was selected to receive the attention of these funds. This bridge has been statistically scoring low causing weight limits to be placed upon the bridge that crosses the Claypool Ditch just north of the Public Works Maintenance Garage.

There are about \$360,000 to be received for this project and the attached engineering agreement will allow Chamlin to continue and get a bid packet together. This agreement will provide the authority to proceed with phase one and two of the engineering.

Recommendation:

Authorize Chamlin Engineering to Proceed with Engineering for the Replacement of the N. Broadway Bridge.



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

111377.00

221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
moris@chamlin.com

June 10, 2020

Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: 032-4661 (N Broadway over Claypool Drain Ditch) Bridge Deck Replacement
Proposal for Professional Engineering Services

Dear Mayor Halliday:

At your request, Chamlin & Associates, Inc (Chamlin) is pleased to provide this proposal for professional engineering services related to the preparation of design plans, bidding assistance, and construction observation for the subject project. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the proposed improvement to include the removal and replacement of the bridge deck for structure number 032-4661, North Broadway St over Claypool Drainage Ditch. The existing superstructure consists of precast concrete channel beams with integral deck and has a load restriction due to current structural condition. It is our understanding that superstructure replacement can be constructed while the roadway is closed and that no staged construction is necessary. It is also our understanding that the proposed funding source will include Motor Fuel Tax monies. Chamlin proposes the following scope of services.

PROJECT 1 SCOPE OF SERVICES

Task 1 – Preliminary and Final Engineering: Chamlin will prepare plans and specifications for the proposed superstructure replacement. The following sub-tasks will be performed:

- Perform field topo survey for the preparation of plans and hydraulic study.
- Perform stream hydraulic study.
- Prepare IDOT Preliminary Bridge design and Hydraulic Report.
- Prepare plans and specifications for the superstructure replacement and necessary approach roadway work.
- Prepare Engineer's Estimate of Cost

Specifications which will govern the work will be prepared. The specifications will be in accordance with the Highway Departments Standard specifications, Illinois Department of Transportation's Standard Specifications Latest edition), and any project specific special provisions necessary to construct the project to the satisfaction of the Village of Coal City.

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

www.chamlin.com

Ottawa Office

218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com

June 10, 2020
Coal City – North Broadway St Bridge – Superstructure Reconstruction
Page 2

Task 2 - Bidding Assistance: Chamlin will advertise for bidding on our website, distribute plans and specifications electronically to all bidders, and attend a bid opening at Coal City Village Hall. Chamlin will review and tabulate all the bids and make a recommendation of award.

ESTIMATE OF FEE PROJECT 1

We have determined the following costs for each of the tasks described in this proposal.

TASK	DESCRIPTION	COST
1	Survey, Hydraulic Study, Plans, Specifications, and Estimate	\$25,500.00
2	Bidding Assistance	\$2,000.00
	TOTAL	\$27,500.00

Material Testing shall be paid directly by the Village of Coal City to the subcontractor performing the work upon receipt of invoice form the subcontractor. These direct costs are not included in this proposal. The estimated cost of this work is \$5,000.00.

PROJECT 2 SCOPE OF SERVICES

If the Village chooses to additionally construct a pedestrian bridge adjacent to the subject roadway structure, Chamlin will prepare civil and structural design plans. This work will include foundation design based upon an abbreviated Structure Geotechnical Report (SGR by subcontractor), specifying a pre-engineered pre-fabricated pedestrian superstructure, and necessary approach work. This project will have to be submitted to the IDOT bridge office and will include a Type, Size & Location submittal as well as final plan submittal.

ESTIMATE OF FEE PROJECT 2

We have determined the following costs for each of the tasks described in this proposal.

TASK	DESCRIPTION	COST
1	Survey, Hydraulic Study, Plans, Specifications, and Estimate	\$22,000.00
	TOTAL	\$22,000.00

Structure Geotechnical Report required for the design shall be paid directly by the Village of Coal City to the subcontractor performing the work upon receipt of invoice form the subcontractor. These direct costs are not included in this proposal. The estimated cost of this work is \$15,000.00.



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

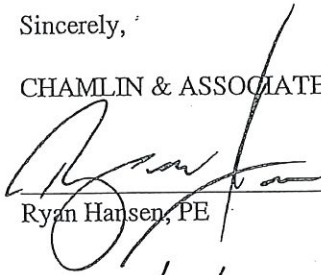
221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com

June 10, 2020
Coal City – North Broadway St Bridge – Superstructure Reconstruction
Page 3

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed.
Please indicate if you would like to proceed with the pedestrian structure as well. Please feel free to contact
us anytime.

Sincerely,

CHAMLIN & ASSOCIATES, INC.



Ryan Hansen, PE

6/10/2020

Date

Accepted By:

Date



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency: County: Section Number: Job Number:

Project Number: Contact Name: Phone Number: Email:

SECTION PROVISIONS

Local Street/Road Name: Key Route: Length: Structure Number:

Location Termini:

Project Description:

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name: Contact Name: Phone Number: Email:

Address: City: State: Zip Code:

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum \$28,000.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED.

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Chamlin & Associates, Inc.	36-2593961	\$27,500.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	\$27,500.00
	Total for all work	\$27,500.00
Add Subconsultant:		

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Name of Local Public Agency

The Village of Coal City

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Title

Coal City

Village

Clerk

Mayor

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Chamlin & Associates, Inc.

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency

County

Section Number

Coal City

Grundy

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement:
 - A. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - B. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates.
 - C. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

Local Public Agency

County

Section Number

Coal City

Grundy

**EXHIBIT B
PROJECT SCHEDULE**

Local Public Agency

County

Section Number

Coal City

Grundy

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Table with 5 columns: Item, Allowable, Quantity, Contract Rate, Total. Rows include various cost categories like Lodging, Vehicle Mileage, Air Fare, etc., with checkboxes for selection.

Local Public Agency	County	Section Number
Coal City	Grundy	

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 17, 2021

RE: SANITARY TREATMENT DISSOLVED OXYGEN SENSOR SYSTEM

As the village awaits its upcoming sanitary treatment plant modernization project completion, there is an immediate step that can be taken to remove some of the cost for some sensory equipment that would be advantageous to purchase prior to equipment cost increases and bringing this technology to the plant now without the markup that comes with being included within a larger project.

John Huddleston and Tyler Valiente have the ability to install four dissolved oxygen probes - one into each of the digesters, to provide wireless reporting back to the main control panel regarding the total level of oxygen within the treated water. Currently, this information will only provide another characteristic of the water quality, which they currently cannot determine for certain; they are only treating the results. However, upon the blowers within the treatment building being upgraded to variable speed motors, this information will allow the equipment to reduce 1/3 to 1/2 of the total energy supplied to create oxygen (blow bubbles into the treated water) by creating more efficiency with the amount of power necessary to power up the blowers.

This cost was not anticipated within the regular operating budget, but is one that will create savings should the project move forward at this time. If the Board desires, this expense can be included within the financing for the final sanitary improvement project in order to provide additional revenue to the operating budget. That expense can be positioned as expenses at year end take shape. This will provide additional expenditure in line item 51-00-513 for the FY22 fiscal year.

Recommendation:

Approve the purchase of a Dissolved Oxygen Sensor System from Gasvoda & Associates at a cost of \$24,474.



GASVODA & ASSOCIATES, INC.
"Helping people use water efficiently"

1530 Huntington Drive
Calumet City, IL 60409
Phone 708-891-4400
Fax 708-891-5786
PROPOSAL

TO: Village of Coal City
Coal City, IL

DATE: August 30, 2021

PROJECT: YSI DO Probes

ATTN: Tyler Valiente

E-MAIL: tvaliente@coalcity-il.gov

The seller hereby offers the following equipment subject to all terms & conditions noted on this contract:

We are pleased to offer the following proposal for your review and consideration on the above-named project. Kindly review our offer in its entirety and let us know of any further questions or requirements.

- ONE (1) System 2020 3G - 20 Channel Terminal/Controller with MIQ/MC3 Controller with Ethernet interface (Modbus TCP, Ethernet/IP, PROFINET), MIQ/PS wide range power supply, 5 available IQ Sensor Net Connections.
- FOUR (4) SSH/IQ, IQ SensorNet plastic sun shield. Mounts directly to Vario stands or to rail.
- TWO (2) MR/SD 170, Rail mounting kit for SD/M 170, SD/K 170 and SSH/IQ sun shields.
- ONE (1) Radio modules for wireless communication, includes Primary and Secondary radio modules with integrated power supply and 3 IQ SensorNet connection in each module.
- THREE (3) Secondary Radio module for communicating to an existing Primary module, includes integrated power supply and 3 IQ SensorNet connections.
- THREE (3) MIQ/C6, Analog output module, IQ SensorNet. 6 analog outputs and 2 IQ SensorNet connections.
- FOUR (4) FDO 700 IQ, FDO optical dissolved oxygen IQ SensorNet probe, factory calibrated.
- TWO (2) SMK, Quick Release Stainless Steel Handrail Mounting Bracket for IQ Sensors. Includes rail bracket, 1 1/2-inch sensor adaptor and end cap.
- FOUR (4) SACIQ-15.0, IQ Sensor Connection cable, 49.2 ft.
- LOT Startup services completed by a certified GAI service technician after installation is completed.

Total Investment...\$ 24,474.00

Qualifications Clarifications and/or Exceptions

Our proposal does not include any equipment, materials or services not specifically detailed above.

Our proposal does not include any applicable taxes.

Our proposal does not include installation.

**Subject to and in accordance with the Terms & Conditions listed in this proposal with no exceptions, or alternative pricing will apply.*

This proposal and the attached terms and conditions cannot be modified in any way except by expressed written approval of Gasvoda & Associates, Inc.

TERMS:	NOTICE, NEW TERMS AND CONDITIONS APPLY. SEE ATTACHED SHEET FOR DETAILS.
FREIGHT:	<u> X </u> F.O.B. factory, allowed to jobsite. <u> </u> Prepay and add to invoice
START-UP:	<u> LOT </u> day(s) start up is included. Additional start up, if required, will be billed at our standard rate.
TAXES:	ALL applicable taxes must be added.
SUBMITTAL DATA:	<u> 4 to 6 </u> weeks after receipt of order
DELIVERY:	<u> 2 to 4 </u> weeks after approval and authorization to proceed.
DURATION:	This proposal is valid for 30 days after which we reserve the right to review or withdraw.

GASVODA & ASSOCIATES, INC.

ACCEPTED:

(Authorized signature)

BY:

Hunter Hardesty

Title: _____

Date: _____

AUTHORIZATION TO PROCEED:

Authorization to proceed with placing the proposed equipment on order must be acknowledged by the return of this document properly executed where required. Such acknowledgment will be considered as your acceptance of this proposal understanding the terms & conditions stated above and at the end of this proposal. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements.

Please be sure to fill in the required "Ship To" information below and return it at the time of placing your order. Failure to do so will result in shipment of the equipment to the Buyers address.

BILL TO:	_____	SHIP TO:	_____
	_____		_____
	_____		_____
	_____		_____

CONTACT PERSON: _____

PHONE: _____

PURCHASE ORDER NUMBER: _____

SPECIAL MARKINGS: _____

TAXABLE: _____

TAX ID#: _____

GASVODA & ASSOCIATES INC. TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
 - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
 - B) 10% of remaining net order total due at time of release to production with no retainage allowed.
 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

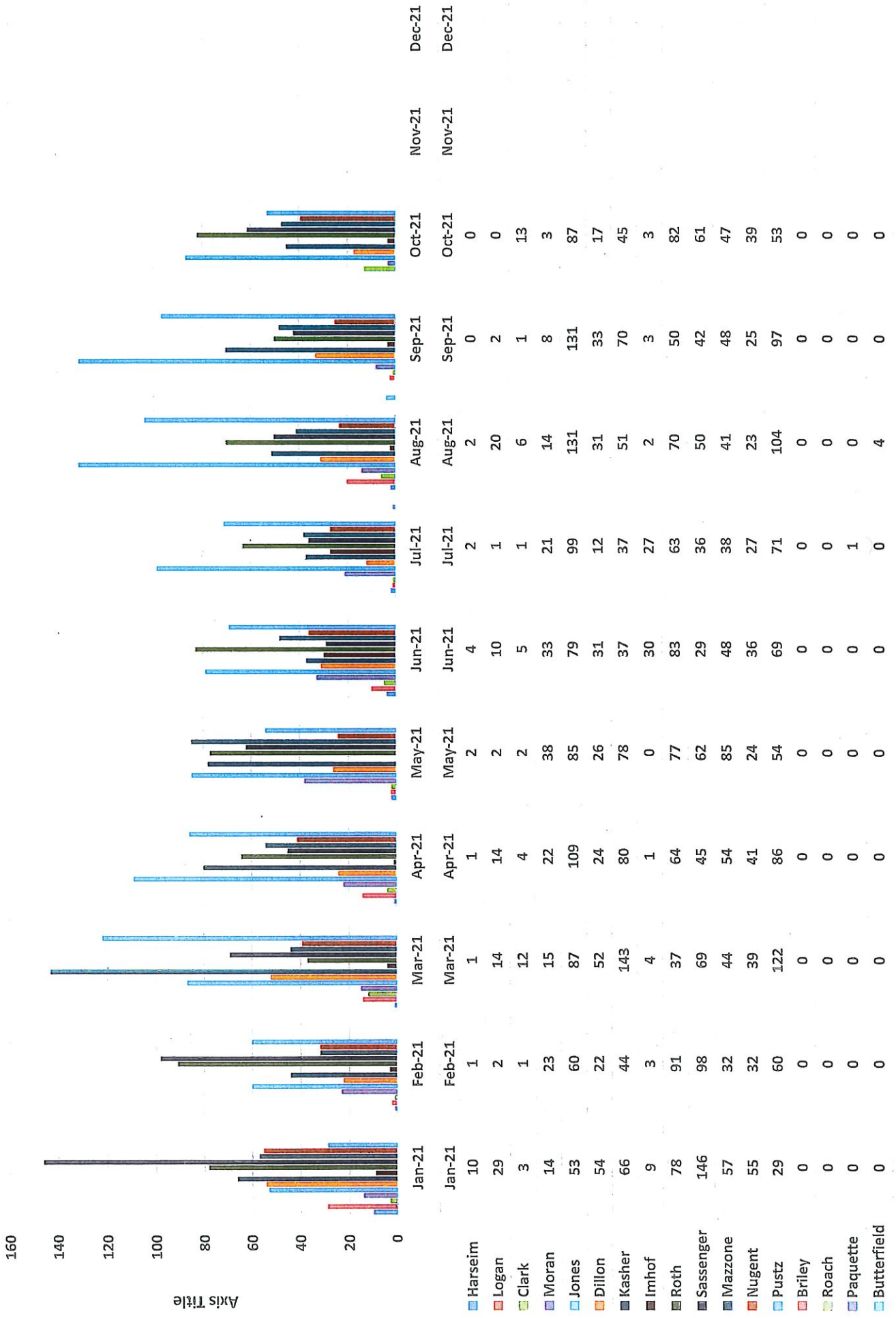
1. General
Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty
Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller
Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period
Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation
Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes
Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage
If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals
Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance
We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up
NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.



Total Officer Activity

January 1 2021 – Dec 31 2021



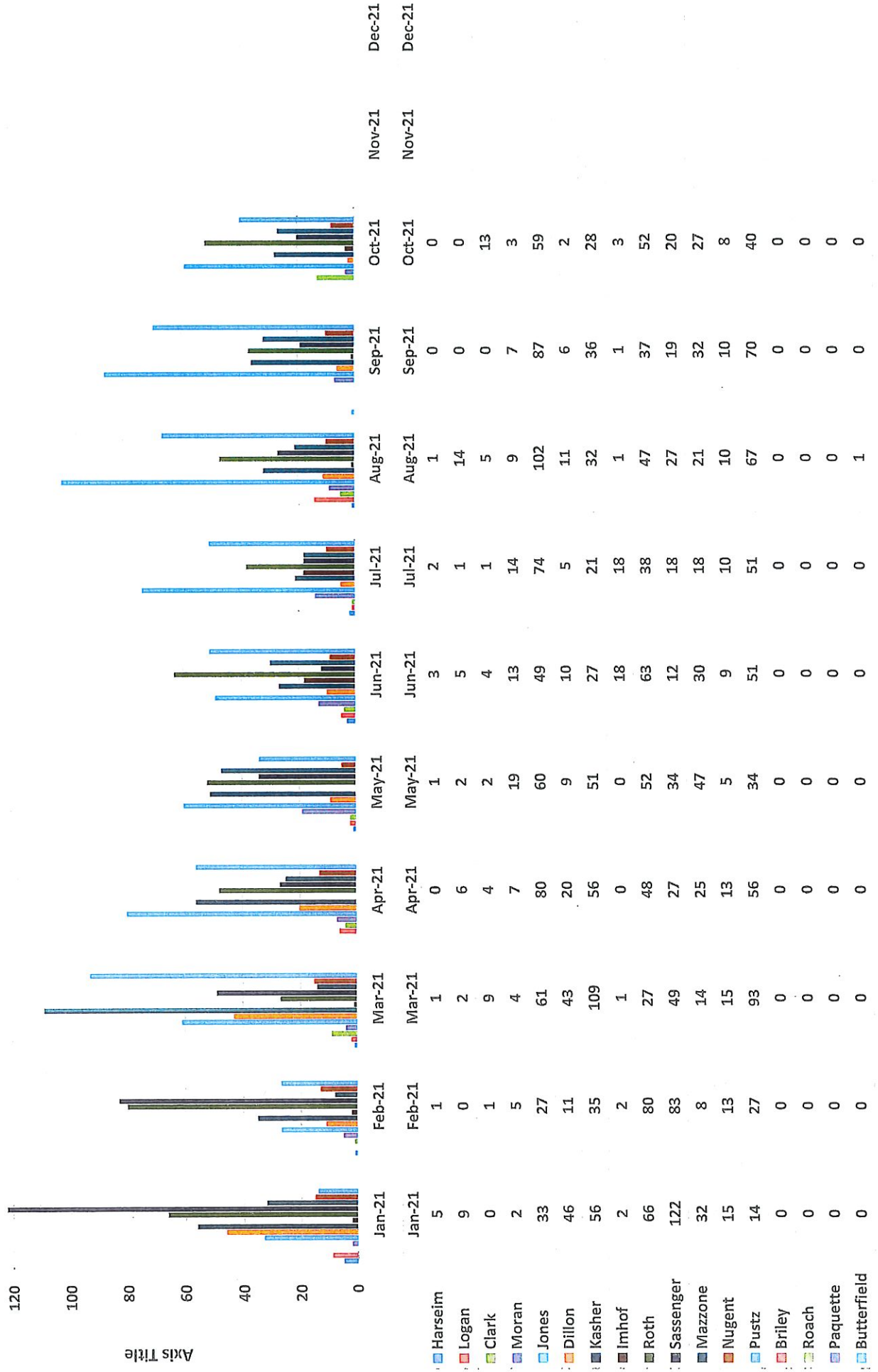
	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield Totals
Jan-21	10	29	3	14	53	54	66	9	78	146	57	55	29	0	0	0	603
Feb-21	1	2	1	23	60	22	44	3	91	98	32	32	60	0	0	0	469
Mar-21	1	14	12	15	87	52	143	4	37	69	44	39	122	0	0	0	639
Apr-21	1	14	4	22	109	24	80	1	64	45	54	41	86	0	0	0	545
May-21	2	2	2	38	85	26	78	0	77	62	85	24	54	0	0	0	535
Jun-21	4	10	5	33	79	31	37	30	83	29	48	36	69	0	0	0	494
Jul-21	2	1	1	21	99	12	37	27	63	36	38	27	71	0	0	1	436
Aug-21	2	20	6	14	131	31	51	2	70	50	41	23	104	0	0	0	549
Sep-21	0	2	1	8	131	33	70	3	50	42	48	25	97	0	0	0	510
Oct-21	0	0	0	13	87	17	45	3	82	61	47	39	53	0	0	0	450
Nov-21																	0
Dec-21																	0
Totals:	23	94	48	191	921	302	651	82	695	638	494	341	745	0	0	1	5230



Self-Initiated Activity

January 1 2021 – Dec 31 2021

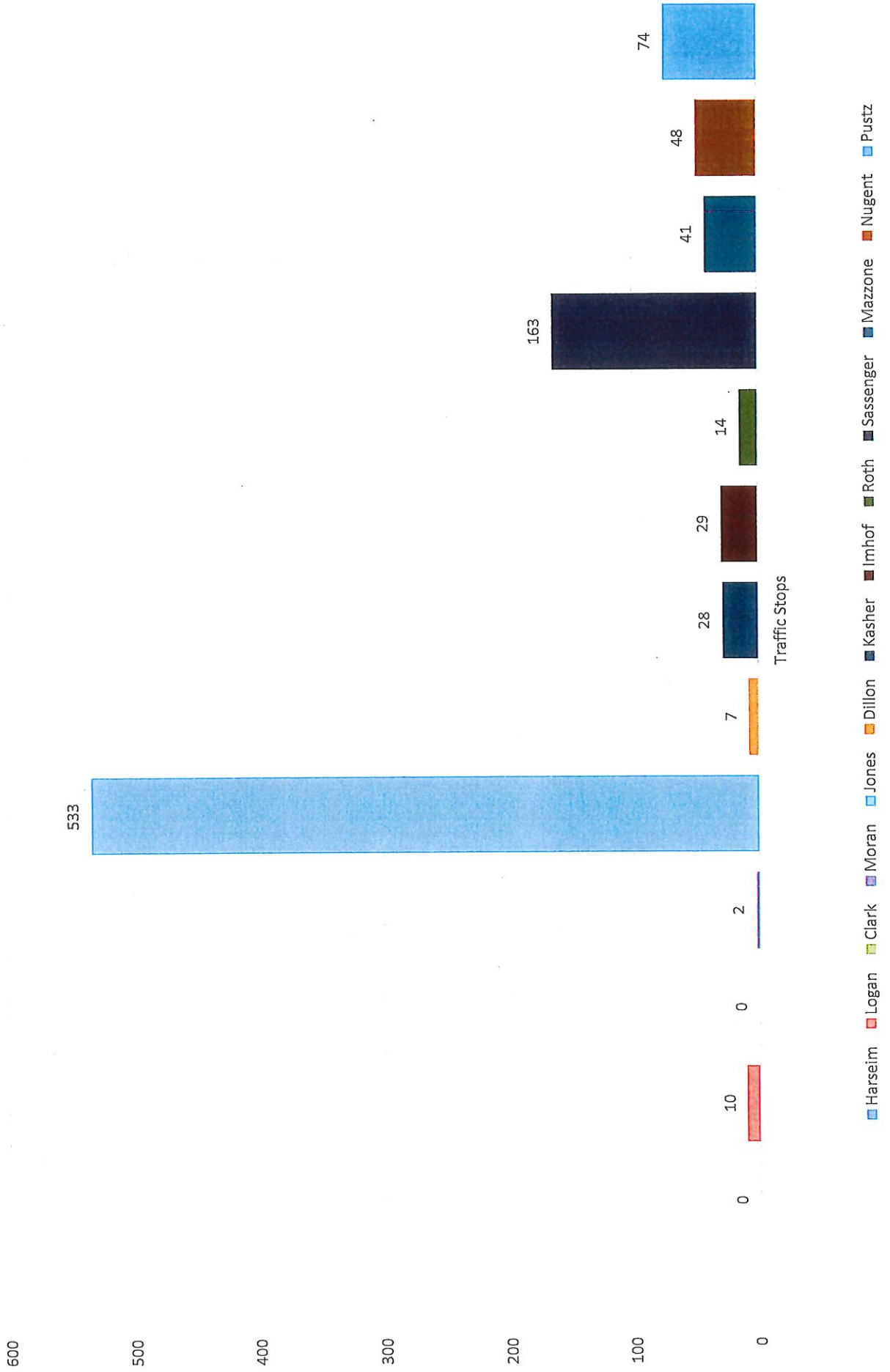
140



Totals
81
78
98
124
93
74
103
106
106
86
0
0
949

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield
Jan-21	0	5	0	0	21	1	0	0	0	33	6	8	7	0	0	0	0
Feb-21	0	0	0	0	21	0	0	0	1	26	2	7	21	0	0	0	0
Mar-21	0	0	0	0	53	0	3	1	4	19	6	9	3	0	0	0	0
Apr-21	0	3	0	0	72	1	3	0	3	13	7	7	15	0	0	0	0
May-21	0	0	0	1	52	1	2	0	1	29	2	3	2	0	0	0	0
Jun-21	0	0	0	0	42	2	1	14	1	5	3	3	3	0	0	0	0
Jul-21	0	0	0	1	64	0	3	14	0	12	2	0	7	0	0	0	0
Aug-21	0	2	0	0	84	0	1	0	1	9	4	1	4	0	0	0	0
Sep-21	0	0	0	0	72	1	6	0	1	11	4	5	6	0	0	0	0
Oct-21	0	0	0	0	52	1	9	0	2	6	5	5	6	0	0	0	0
Nov-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec-21	0	10	0	2	533	7	28	29	14	163	41	48	74	0	0	0	0
Totals:	0	10	0	2	533	7	28	29	14	163	41	48	74	0	0	0	0

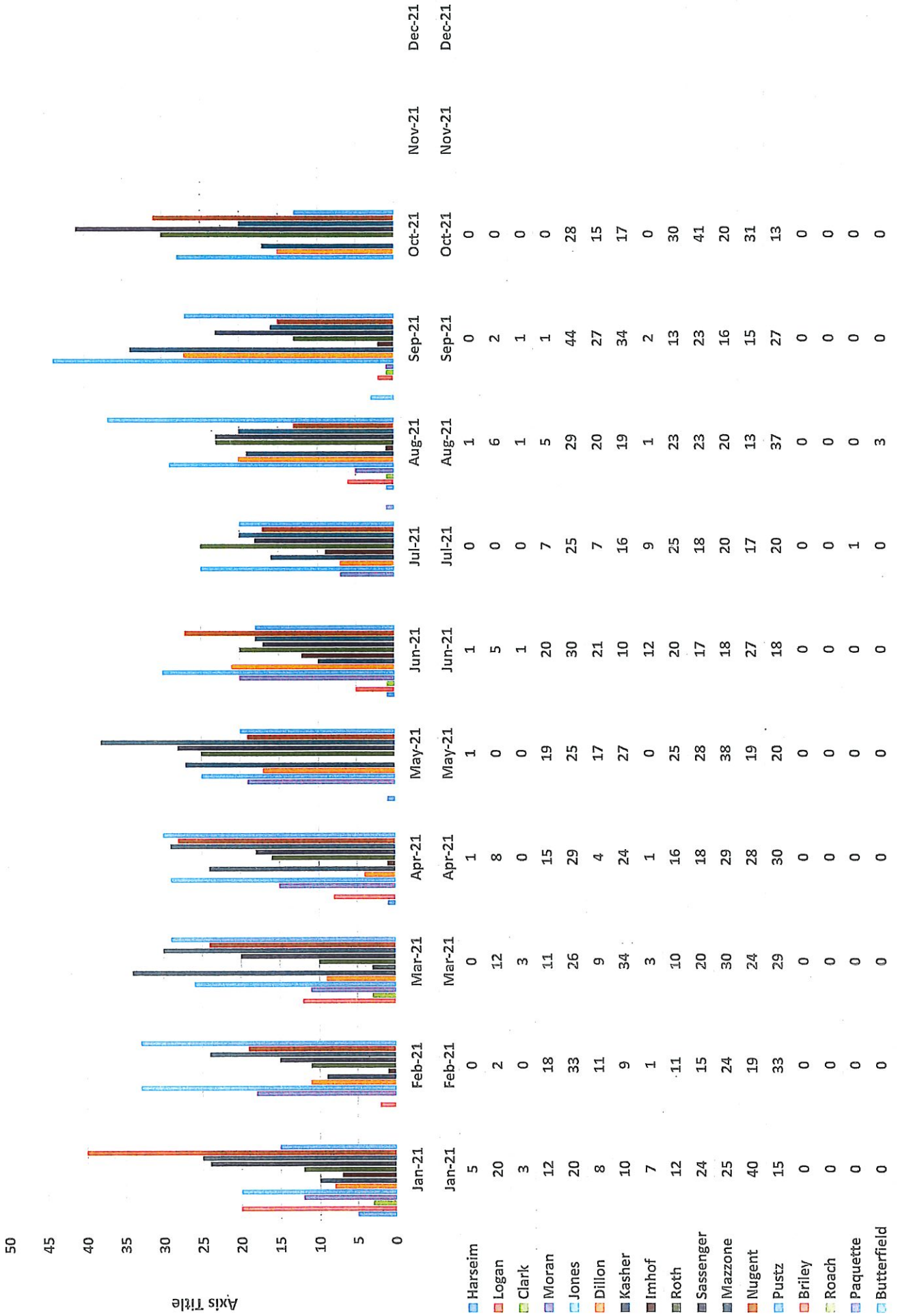
2021 Yearly Traffic Stops





Calls For Service

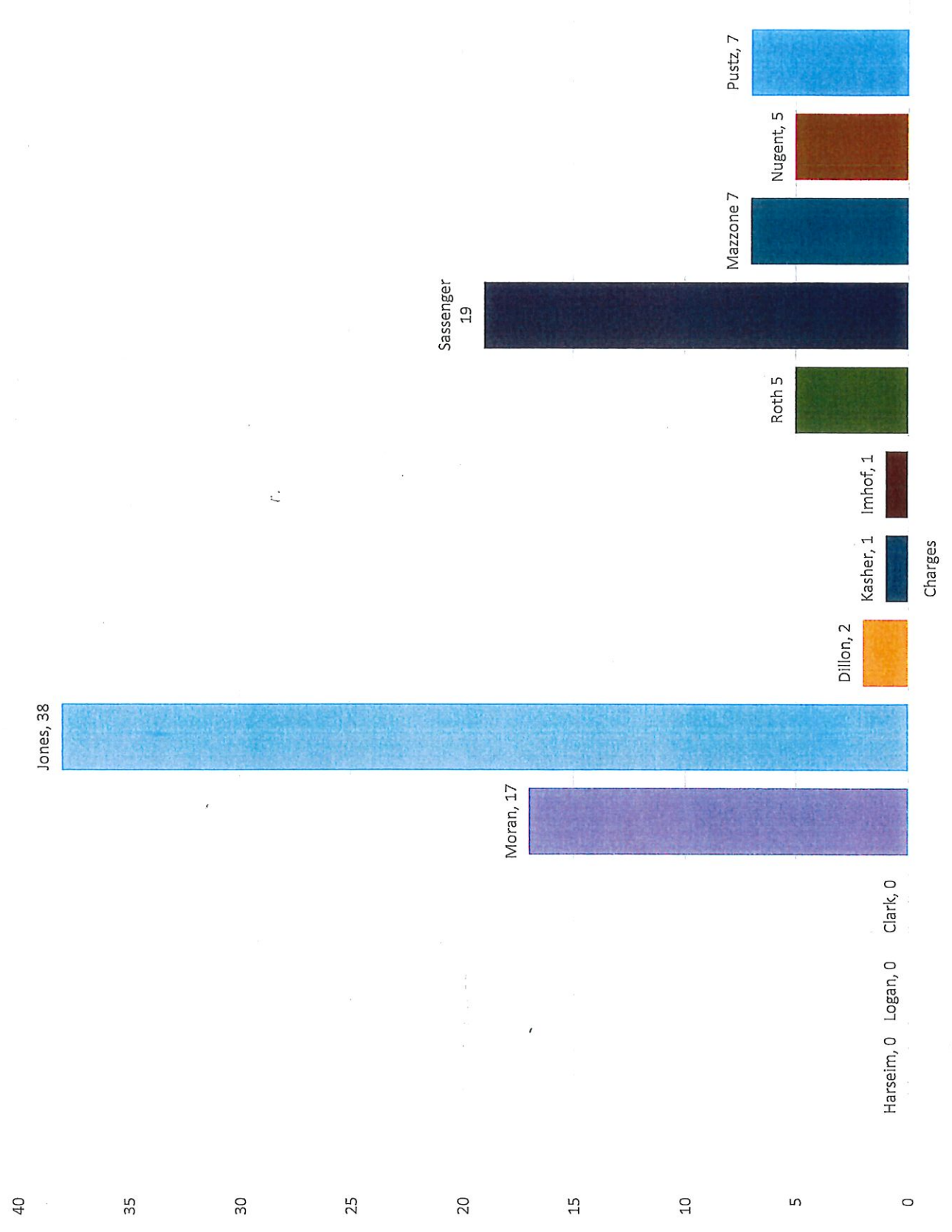
January 1 2021 – Dec 31 2021



Total
 4
 7
 2
 18
 16
 12
 12
 8
 6
 17
 0
 0
 102

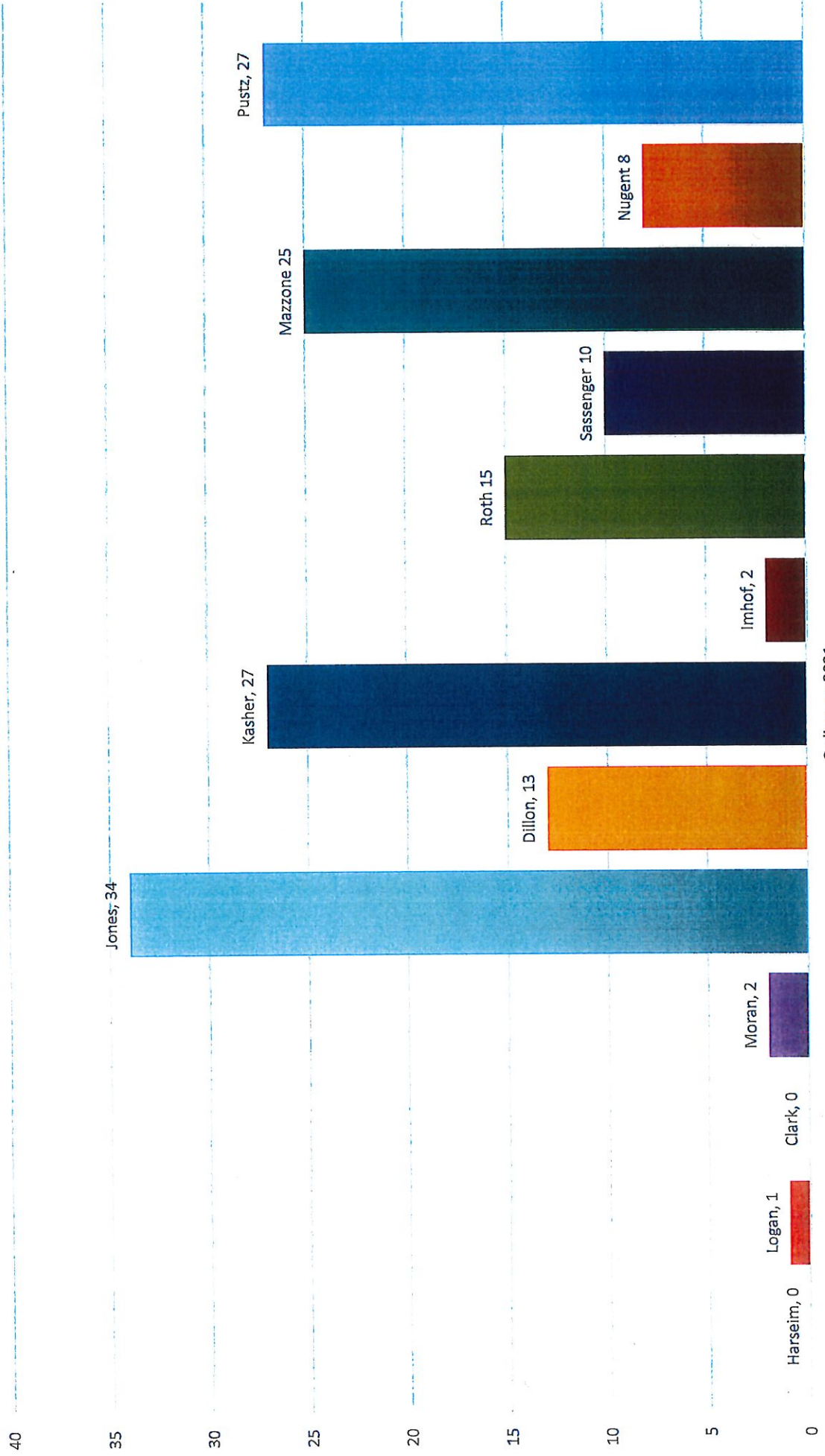
	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield
Jan-21	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0
Feb-21	0	0	0	1	0	1	0	0	1	1	2	0	1	0	0	0	0
Mar-21	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0
Apr-21	0	0	0	5	9	0	0	0	1	0	0	0	3	0	0	0	0
May-21	0	0	0	0	7	0	0	0	0	6	2	1	0	0	0	0	0
Jun-21	0	0	0	4	2	1	0	1	1	1	1	0	1	0	0	0	0
Jul-21	0	0	0	7	3	0	0	0	2	0	0	0	0	0	0	0	0
Aug-21	0	0	0	0	5	0	0	0	0	0	1	1	1	0	0	0	0
Sep-21	0	0	0	0	5	0	0	0	0	0	1	0	0	0	0	0	0
Oct-21	0	0	0	0	7	0	1	0	0	7	0	1	1	0	0	0	0
Nov-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec-21	0	0	0	0	0	2	1	1	5	19	7	5	7	0	0	0	0
Totals:	0	0	0	17	38	2	1	1	5	19	7	5	7	0	0	0	0

2021 Criminal Charges



	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	0	0	0	0	7	1	1	0	2	0	1	3	7	0	0	0	0	22
Feb-21	0	0	0	0	1	0	0	0	0	1	1	1	1	0	0	0	0	5
Mar-21	0	0	0	1	4	0	6	0	1	2	3	0	5	0	0	0	0	22
Apr-21	0	1	0	1	2	0	5	0	2	0	1	2	6	0	0	0	0	20
May-21	0	0	0	0	2	0	4	0	1	1	6	0	3	0	0	0	0	17
Jun-21	0	0	0	0	1	2	3	1	2	1	3	1	1	0	0	0	0	15
Jul-21	0	0	0	0	4	2	4	0	3	2	2	1	2	0	0	0	0	20
Aug-21	0	0	0	0	5	2	1	0	2	1	3	0	1	0	0	0	0	15
Sep-21	0	0	0	0	8	3	2	1	1	2	2	0	1	0	0	0	0	20
Oct-21	0	0	0	0	0	3	1	0	1	0	3	0	0	0	0	0	0	8
Nov-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dec-21	0	1	0	2	34	13	27	2	15	10	25	8	27	0	0	0	0	164
Totals:	0	1	0	2	34	13	27	2	15	10	25	8	27	0	0	0	0	164

Yearly Ordinance Violations



Ordinance 2021

2021 CALLS REQUIRING A REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK	3	1	3	2	0	4		3	1	13			30
DILLON	17	14	16	10	21	25	3	18	22	12			158
HARSEIM	11	1	1	1	2	2							18
IMHOF	7	2	7	3	31	27	13	2	3	3			98
JONES	10	0 - FTO	47	52	31	34	36	47	42	19			318
KASHER	26	15	8 - FTO	24	40	26	15	16	29	17			208
LOGAN	30	2	19	13	0	8		6	1				79
MAZZONE	36	30	51	51	58	23	24	18	13	18			322
MORAN	14	18	24	17	21	24	7	3	4	3			135
NUGENT	39	29	28	35	27	26	14	11	8	18			235
PUSTZ	9	43	40	41	14	24	18	30	21	16			256
ROTH	12	19	29	37	41	31	13	7	10	18			217
SASSENGER	33	18	18	16	28	20	33	17	22	26			231
BRILEY													
BUTTERFIELD								2		2			4
PAQUETTE													
ROACH													
TOTAL	247	192	283	302	314	274	176	180	176	165			2309

2021 D.U.I.'S

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													0
DILLON													0
HARSEIM													0
IMHOF													
JONES				1									1
KASHER													
LOGAN													
MAZZONE								1					1
MORAN													
NUGENT					1								1
PUSTZ				1						1			2
ROTH													
SASSENGER										1			1
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
TOTAL	0	0	0	2	1	0	0	1	0	2			6

2021 ACCIDENT REPORTS

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
DILLON						1	1	2	3	1			8
HARSEIM													
IMHOF			1					1	1	2			5
JONES	1		5			4		2	1	1			14
KASHER		1	1	1					1				4
LOGAN													
MAZZONE	2	2	1	2		1		1					9
MORAN	1		1	1	1		2						6
NUGENT		2			2	1	1		1	2			9
PUSTZ	2	5	1		1		2	2					13
ROTH	1			1					1	1			4
SASSENGER	1		1			1		4	2	7			16
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
TOTAL	8	10	11	5	4	8	6	12	10	14			88

Mary, Board & Fellow
Employees,

Thank you very much
for the beautiful floral
arrangement in honor
of our mom.

She was our inspiration.

Pam, Joanne
& Families



What we will remember
when we look back,
are the times when kindness
made a difference in our lives.

Thank you for caring.

The Family of
Lucille Quayle

