

# COAL CITY VILLAGE BOARD MEETING

WEDNESDAY  
JUNE 8, 2022  
7:00 P.M.

## AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes  
Public Hearing May 25, 2022  
Regular Meeting May 25, 2022
4. Approval of Warrant List
5. Public Comment
6. Presentation - Pro Act Recognition
7. Ordinance 22-12  
Ordinance providing a variance to  
125 S. Primrose to allow a fence  
within the corner side yard.

8. Ordinance 22-13  
Ordinance Approving a Final Plat of  
Subdivision for Orly Route 113  
(O'Reilly's) Subdivision
9. Opening bids for 95 E. Oak Street
10. Authorize Mayor to enter into contract for professional services for the  
establishment of a quiet zone.
11. Public Art Review and Ad Hoc Subcommittee Assignment
12. Report of Mayor
13. Report of Trustees;  
S. Beach  
T. Bradley  
D. Spesia  
D. Greggain  
R. Bradley  
D. Togliatti
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
18. Report of Village Administrator  
Distribution of the Wight & Co.  
Building Department Facility  
Feasibility Study
19. Adjourn

Coal City Village Hall  
515 S. Broadway, Coal City, IL 60416

**MEMO**

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

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

**MEETING**

**DATE:** June 8, 2022

**RE: GRANTING A VARIANCE AT 125 S. PRIMROSE FOR THE CORNER  
SIDEYARD FENCE**

Jason Burns, the owner of the residence at the southwest corner of Richards & Primrose Streets, would like to construct a fence within the corner side yard of the property. This residence has a setback of 32' from the existing walking path on the west side of Richards adjacent to this property. The request mirrors the variance that had been granted in the past on the north side of Primrose, which would place the new fence at the edge of the walking path. A variance of 25' would allow the fence to be placed on the back side of the existing walking path.

The public hearing for this item will be held on Monday evening at the Planning & Zoning Board. The proposed ordinance has been prepared a sthough a positive recommendation for this variance shall be forthcoming. A summary of the P&Z Board's conversation will be relayed so you are aware fo their recommendation prior to the Board's consideration of this ordiance on Wednesday evening.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting a Variance to 125 S. Primrose in order to construct a fence within the corner sideyard without any setback.

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

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

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**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 125 S. PRIMROSE  
STREET IN THE VILLAGE OF COAL CITY**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City  
on \_\_\_\_\_, 2022

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 125 S. PRIMROSE STREET IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Jason Burns (“applicant”) on May 13, 2022 for the placement of a 6 feet high fence; and

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

**WHEREAS**, a public hearing was noticed and duly held on June 6, 2022; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on June 6, 2022, and considered passage of the variance request to the Board of Trustees; and

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

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

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

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

**Section 2.** Findings of Fact. The Board of Trustees find as follows concerning the Variance for 125 S. Primrose:

- A. **Special Circumstances Not Found Elsewhere.** The property is a corner lot and has a great deal of the open recreational area of the property contained within the corner side yard unlike a majority of the residential lots within the area.
- B. **Unnecessary Hardship.** Being unable to utilize such a large portion of the residential lot for recreational space would cause an unnecessary hardship since the erection of a fence according to the petition would not interfere with vehicular traffic at the adjacent intersection.

- C. **Necessary for Use of the Property.** The use of a fence within the corner side yard shall allow safe enjoyment of the corner side yard which contains the traditional rear yard recreational utilization.
- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential and vision safety within the adjacent intersection shall be maintained.
- E. **Minimum Variance Recommended.** The petitioner has requested a variance to allow for utilization of a portion of corner side yard and shall leave those portions along the primary residence.

**Section 3.** Description of the Property. The property is located at 125 S. Primrose Street in the Village of Coal City within an RM-1 District.

**Section 4.** Public Hearing. A public hearing was advertised on May 18, 2022 in the Coal City Courant and held by the Planning and Zoning Board on June 6, 2022, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

**Section 5.** Variations. The variations requested in the May 13, 2022 Variance Application to the Zoning Code are granted as follows:

- A. A variance in conjunction with Section 156.171(a)(2) is hereby granted to allow the 6-ft. high fence as described by the applicant, to be installed within the corner side yard. This shall provide a 0'-foot setback (a variance of 25 feet).

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

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

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A  
FENCE WITHIN THE CORNER SIDE YARD OF 125 S. PRIMROSE STREET IN THE VILLAGE OF  
COAL CITY**

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

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

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

**MEMO**

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

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

**MEETING**

**DATE:** June 8, 2022

**RE: ACCEPTANCE OF FINAL PLAT OF SUBDIVISION FOR O'REILLYS**

The developers of the new O'Reillys Auto Parts store at 850 E. Division have been working on getting all of the necessary steps completed in order to get the project ready for a new store's occupancy. In the case of 6S Orly's development, there were a number of parcels consolidated in order to create the entire space necessary to accommodate the new retail location. This final consolidation of parcels qualifies as a minor subdivision since all of the parcels are under one ownership and no new services were run for the new tenant (a new portion of water main was replaced, but this was replacement work, not a new extension of services).

A mylar was delivered and a .pdf of the mylar is hopefully to be sent via email. Until that time, a picture of the mylar was taken in order to fulfill the needed exhibit of the subdivision to be approved. This will be replaced with a much cleaner version. The original is present at village hall.

The developer cleaned up some existing issues with their work as well as allowing easements to be recorded onto this new start on the north side of Division east of the UP Railroad tracks. They can be found when viewing the new 20' setback easement alongside the west side of the north/south alley on the north side of the building. This area has always had and currently has water main running beneath the area. In addition, the east/west alley on the north side of the building was reserved in case this becomes an access point should retail development spread westward from this beginning. No changes from the plan discussed at the time the project was approved were necessary.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_\_: Approving a Final Plat of Subdivision for the Orly Route 113 Resubdivision.



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

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

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**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION  
ORLY ROUTE 113 SUBDIVISION (O'REILLYS)**

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

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

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

**AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION  
ORLY ROUTE 113 SUBDIVISION (O'REILLYS)**

**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 has entered into an Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement dated May 25, 2021 (the "*RDA*") with 6S ORLY Coal City IL LLC, ("*Owner*"), providing for the Owner's acquisition and redevelopment of certain real property within the Village in order to construct and lease a commercial facility and associated improvements for use as an O'Reilly Auto Parts Store operated by O'Reilly Automotive, Inc. or an authorized franchisee thereof, all as more particularly described in the RDA and exhibits appended thereto (the "*Project*"); and

**WHEREAS**, the Owner acquired two parcels of real property commonly known as 850 E. Division Street (PIN 06-35-461-015) (the "*West Abutting Property*") and 860 E. Division Street in Coal City, Grundy County (PIN 06-35-461-009) (the "*East Abutting Property*"), which were separated by a public alley at the time of purchase; and

**WHEREAS**, the Village vacated a portion of public alley bearing PIN 06-35-461-025 ("*Vacated Alley*") to Owner to facilitate the Project pursuant to its obligations under the RDA and Owner now owns the West Abutting Property, East Abutting Property and the Vacated Alley (collectively, the "*Property*"); and

**WHEREAS**, Owner is seeking to re-subdivide the Property and the proposed lot consolidation does not create any new street dedications or access easements, the Project does not involve any roadway construction or utility extensions and is therefore considered a "minor land division" under Section 155-23 of the Village of Coal City Municipal Code; and

**WHEREAS**, the Village provides for an expedited procedure for final subdivision plat approval in the case of minor land divisions which skips the review and approval of a preliminary plat of subdivision and simply requires the Planning Commission to review and recommend and the Village Board to ultimately grant final approval to a final plat of subdivision conforming to the requirements of the Village's subdivision regulations set forth in Chapter 155; and

**WHEREAS**, Owner submitted a final plat of subdivision concerning the Property; and

**WHEREAS**, the proposed final plat of subdivision was presented to the Planning Commission at its public meeting on June 6, 2022 following review by the Village Engineer and, at the conclusion of its meeting, the Planning Commission recommended that the Village Board approve the final plat of subdivision for the Property; and

**WHEREAS**, the President and Village Board of Trustees find and determine that it is in the best interest of the Village that the Final Plat of Subdivision be approved for the Property, subject to and contingent upon fulfillment of the conditions set forth hereinbelow.

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

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

**SECTION 2. Final Plat of Subdivision Approval.** Subject to the conditions set forth in Section 3 of this Ordinance, the Village Board of Trustees hereby approves the Final Plat of subdivision for the Property, as depicted on the Final Plat attached to this Ordinance as **Exhibit A** (the "**Final Plat**"). The President, Clerk, Treasurer, Planning Commission Chairperson and Village Engineer are authorized to sign the Final Plat as provided herein and any documents necessary to effectuate the terms and intention of this Ordinance.

**SECTION 3. Conditions.** The approval of the Final Plat is conditioned upon and limited by the following requirements, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the President and Board of Trustees, render void all permits and approvals granted pursuant to this Ordinance:

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property, except as may have already been undertaken or in progress pursuant to the issuance of permits by the Village for work requiring permits. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance unless and until all conditions of this Ordinance precedent to such work have been fulfilled, including without limitation recordation of the Final Plat and approval of final engineering plans, and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law, including any necessary zoning relief and site plan approvals for the proposed use of the Property.
- B. **Compliance with Laws.** The Village's Zoning Code, the Subdivision Code, the Building Code, and all other applicable ordinances and regulations of the Village shall continue to apply to the Property, and the development and use of the Property shall be in compliance with the RDA and all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

- C. Final Engineering Plans. Final engineering plans must be submitted for approval by the Village prior to any development on the Property.
- D. Improvements. All required public improvements under Section 155-57 of the Village Code, if any, for the Project on the Property (“*Required Improvements*”) shall be installed in accordance with the approved final engineering plans, and shall be subject to the review and approval of the Village Engineer. Before any development may occur on the Property, a completion bond must be posted to secure the construction of the Required Improvements as required by Section 155-25 of the Village’s Subdivision Code.
- E. Other Governmental Approvals. The Final Plat will not be recorded unless and until all required permits and approvals from all governmental bodies having jurisdiction over the Property that are necessary for subdivision approval have been applied for and issued.
- F. Final Plat Signatures. Owner is responsible for securing all required signatures upon the Final Plat before presenting the Final Plat for signature by Village officials.
- G. Recording Costs. Owner is responsible for the costs of recording this Ordinance and the Final Plat.

**SECTION 4. Authorization.** The Village President and Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat upon 6S Orly’s presentation to the Village of the Final Plat with all other signatures.

**SECTION 5. Recordation.** The Village Administrator or designee is hereby authorized and directed to record a copy of this Ordinance and the Final Plat with the Recorder of Deeds of Grundy County, Illinois. This Ordinance and all approvals granted herein (including the approval of the Final Plat) will be null and void and of no effect if any lot created by the Final Plat is conveyed, leased, or otherwise transferred or encumbered to any person not signing the Final Plat prior to the recording of the Final Plat and this Ordinance.

**SECTION 6. Resolution of Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7. 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 8. Effectiveness.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION  
ORLY ROUTE 113 SUBDIVISION (O'RELLYS)

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SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Coal City,  
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

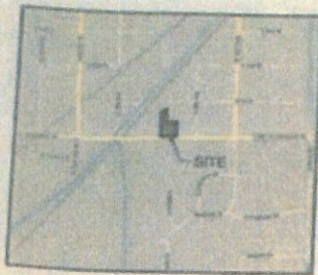
Attest:

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

**EXHIBIT A**

**Final Plat of Subdivision**

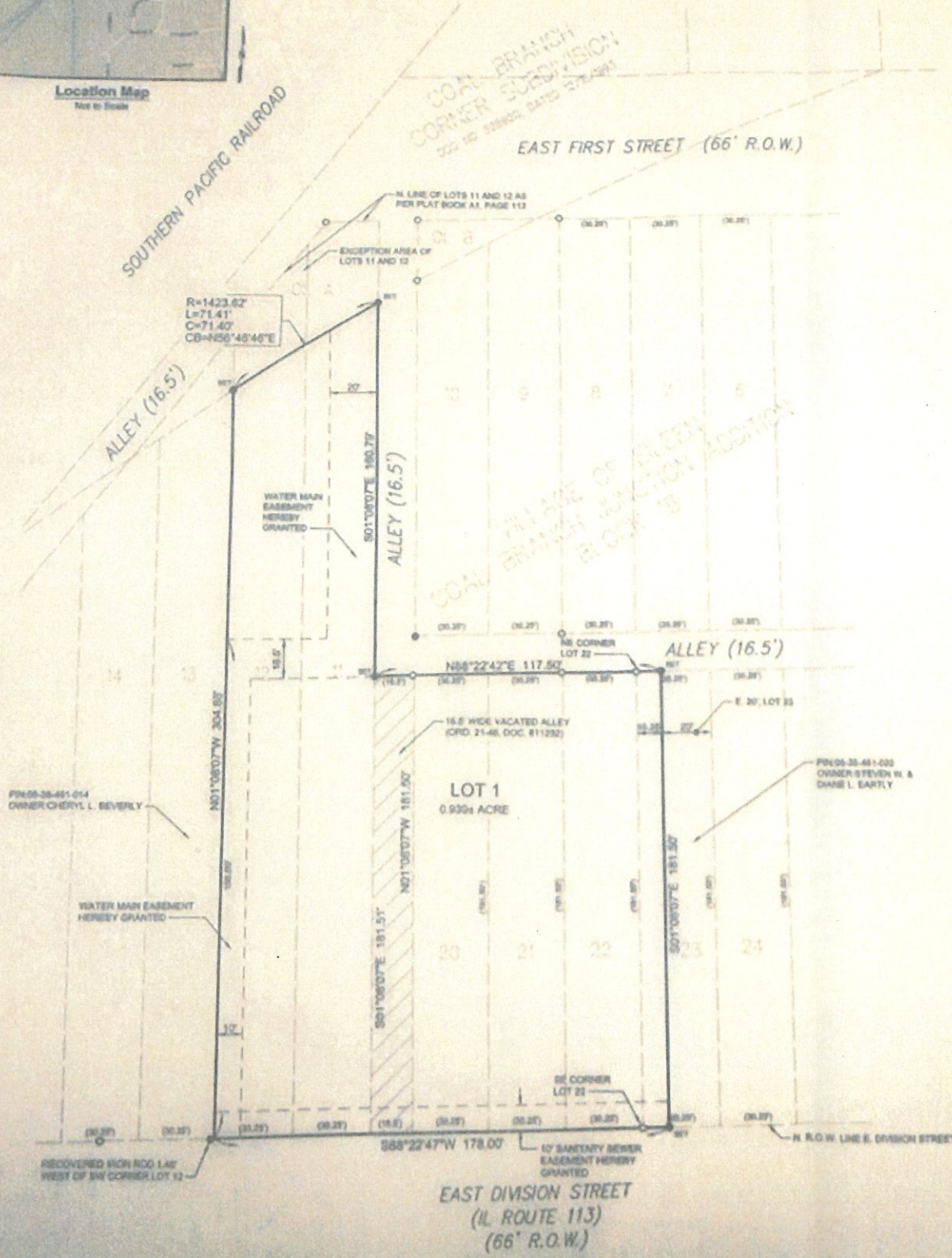
*[Appended on following page]*



Location Map  
Not to Scale

# ONLY ROUTE 113 RESUBDIVISION

OF LOTS 11, 12, 20, 21, 22 AND PART OF 23 IN BLOCK 18 IN THE VILLAGE OF EILEEN  
BEING A PART OF THE SE 1/4 OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE 3RD PRINCIPAL MERIDIAN  
VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS



### SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, PAUL E. BROWN, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-063530, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY TO BE KNOWN AS ONLY ROUTE 113 RESUBDIVISION:  
LOTS 11 AND 12 IN BLOCK 18 IN THE VILLAGE OF EILEEN (NOW IN THE VILLAGE OF COAL CITY) ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1890 AT BOOK A.1, PAGE 112, AS DOCUMENT NO. 38780 1/2 IN THE GRUNDY COUNTY RECORDER'S OFFICE, EXCEPTING THAT PORTION OF SAID LOTS 11 AND 12 LYING IN COAL BRANCH CORNER SUBDIVISION, RECORDED AS DOCUMENT NO. 28869 ON 12/18/1993 IN THE GRUNDY COUNTY RECORDER'S OFFICE, AND LOTS 20, 21, 22 AND 23 EXCEPT THE EAST 30 FEET OF LOT 23 IN BLOCK 18 OF COAL BRANCH JUNCTION ADDITION TO THE VILLAGE OF EILEEN (NOW IN THE VILLAGE OF COAL CITY) AND THAT PORTION OF THE 16.5-FOOT ALLEY LYING WEST OF AND ADJACENT TO THE WEST LINE OF SAID LOT 25, CONTAINING 0.9324 ACRE, MORE OR LESS AND ALL BEING LOCATED IN THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS, EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME.  
AS SHOWN BY THE PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF COAL CITY RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.  
ALSO, I DO FURTHER CERTIFY THAT PART OF THE PROPERTY SHOWN ON THIS PLAT OF SUBDIVISION IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF MAY 2022.

*Paul E. Brown*  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NUMBER 035-063530



DATE: 5-17-2022  
DAY: 17-20-22  
DESIGN: PLS RESUBDIVISION  
NO. 18-00008

### NOTES

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (1201), NAD 83, CURRENT ADJUSTMENT.
2. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED ON MARCH 22, 2021.
3. A 3/4" IRON ROD WITH YELLOW CAP LABELED "FARNWORTH GROUP" WILL BE SET AT ANY CORNER WITHOUT AN EXISTING MONUMENT. IN THE EVENT A CORNER CANNOT BE SET A WITNESS CORNER WILL BE SET.
4. AREA OF ONLY ROUTE 113 RESUBDIVISION = 0.9324 ACRE.

### OWNER'S CERTIFICATE AND SCHOOL DISTRICT CERTIFICATE

STATE OF TEXAS  
COUNTY OF Dallas  
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF RECORD OF THE LAND DESCRIBED ON THE PLAT HEREON DRAWN AND SHOWN HEREON AS SUBDIVIDED, AND HAS CALLED SAID LAND TO BE SURVEYED, SUBDIVIDED, STAKED, AND PLATTED AS SHOWN HEREON FOR THE PURPOSE OF HAVING THIS PLAT RECORDED AS PROVIDED BY LAW. THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LAND SHOWN ON THE PLAT FOR THOROUGHFARES, STREETS AND PUBLIC SERVICES, AND ALSO HEREBY RESERVES FOR AMERITECH, COMED, AND NUCOR GAS COMPANY, OR THEIR SUCCESSORS OR ASSIGNS, THE EASEMENT PROVISIONS WHICH ARE STATED ON THEIR STANDARD FORMS ATTACHED HERETO.  
AND TO CERTIFY THAT AS OWNERS OF THE PROPERTY HEREIN DESCRIBED IN THIS SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS ONLY ROUTE 113 RESUBDIVISION, TO THE BEST OF OUR KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF COAL CITY UNIT SCHOOL DISTRICT #1, AND JOLETT JR. COLLEGE SCHOOL DISTRICT, IN GRUNDY COUNTY, ILLINOIS.  
DATED THIS 17 DAY OF MAY, 2022

JAMES J. AMYX, PRESIDENT, 65 ONLY COAL CITY & L.L.C.

### NOTARY CERTIFICATE

STATE OF TEXAS  
COUNTY OF Dallas  
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JAMES J. AMYX, PRESIDENT, 65 ONLY COAL CITY & L.L.C., PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED AND AFFIRMED THAT HE OR SHE HAS SIGNED AND DELIVERED SAID INSTRUMENT AS HIS OR HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSE THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS DAY OF MAY, 2022.  
DATED THIS 17 DAY OF MAY, 2022

SEAL  
ANUPRA NOVA  
Notary Public, State of Texas  
Expires 04-08-2025  
Notary ID: 13012149

### ENGINEER'S AND OWNER'S CERTIFICATE

STATE OF ILLINOIS  
COUNTY OF Cook  
STATE OF TEXAS  
COUNTY OF Dallas  
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER HAS THE RIGHT TO USE AND THEN SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION. IT IS ALSO CERTIFIED THAT ALL IMPROVEMENTS FOR THIS SUBDIVISION HAVE BEEN DESIGNED IN COMPLIANCE WITH THE VILLAGE OF COAL CITY SUBDIVISION REGULATIONS WITH RESPECT TO DRAINAGE.



*Joseph Mayer*  
PROFESSIONAL ENGINEER #012-089777  
OWNER

VILLAGE BOARD PRES.  
STATE OF ILLINOIS  
COUNTY OF GRUNDY  
THE PRESIDENT AND  
STATE OF ILLINOIS  
OF ONLY ROUTE 113  
DAY OF \_\_\_\_\_  
ATTEST:  
VILLAGE CLERK  
COUNTY CLERK  
STATE OF ILLINOIS  
COUNTY OF GRUNDY  
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HEREBY CERTIFY  
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**MEMO**

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

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

**MEETING**

**DATE:** June 8, 2022

**RE: OPENING BIDS FOR 95 E. OAK STREET**

The Village advertised and took bids for the sale of an abandoned property at 95 E. Oak Street. Bids closed for this property on the afternoon of June 1<sup>st</sup> and only one bid was provided. Under state statute, that bid has remained sealed to be opened at the next public meeting. It will be provided to Mayor Halliday for opening at the meeting.

No action is necessary at Wednesday's meeting. The board can inspect its contents and then determine if it wishes to complete a sale of the property at the bid price provided at a future meeting.



## MEMO

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

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

### MEETING

**DATE:** June 8, 2022

**RE: QUIET ZONE ENGINEERING SERVICES APPROVAL**

Coal City has been attempting to get a quiet zone declaration in place since 2009 at which time the former Oak Street railroad crossing was taken out of service and First Avenue was extended southward to its current cul de sac configuration. The regulations surrounding the creation of a quiet zone are complicated and involves the review and participation of a host of agencies to include the Illinois Commerce Commission (ICC), Federal Railroad Authority (FRA), IDOT (Illinois Dept. of Transportation), and of course the BNSF (Burlington North Santa Fe Railroad).

Establishment of a quiet zone requires an increase in the safety index involved in such crossings in order for the crossings to be improved despite the train no longer blowing its horn at each intersection involving vehicles while traveling through town. Although Coal City has continually made improvements to these crossings, which include removing the Oak Street intersection, removing an entrance on Fifth Ave at the north side of the railroad crossing, acquiring private land alongside Lincoln Street to remove that leg of the Division railroad crossing, and placing a non-mountable median with overflow areas at S. Broadway, the crossing at Division (State Route 113) carries the average daily traffic count load requiring the implementation of safety measures to increase safety within the corridor.

Robinson Engineering had provided a comprehensive plan for the corridor at the beginning of this process and the utilization of the S. Broadway median requires the village to enable the corridor to be awarded within the short-term or such capital improvements are no longer considered to be improvements, but just existing conditions. After completing a few preliminary conversation with ICC, IDOT, and BNSF staff it appears as though the present would be the best time to pursue the quiet zone establishment for Coal City.

There are some additional railroad intersection safety funding resources available and the BNSF has characterized its past progress within the region as already having solved the easy problems; now it is time to resolve more complicated corridors such as the one in Coal City. Jeff Pintar of Robinson Engineering has had a great deal of success working with all of the authorities in order to get these zones established. We have been working with IDOT and ICC occasionally over the years to keep on reminding them of the need to complete this project, which can best be accomplished with the implementation of quad gates at Division & the BNSF. This appears to be under consideration so it is necessary to ensure whatever IDOT completes for the intersection is quiet zone compliant and Coal City has a plan to improve the rest of the corridor to allow railroad engineers to proceed through town without the regular cacophony of the horns.

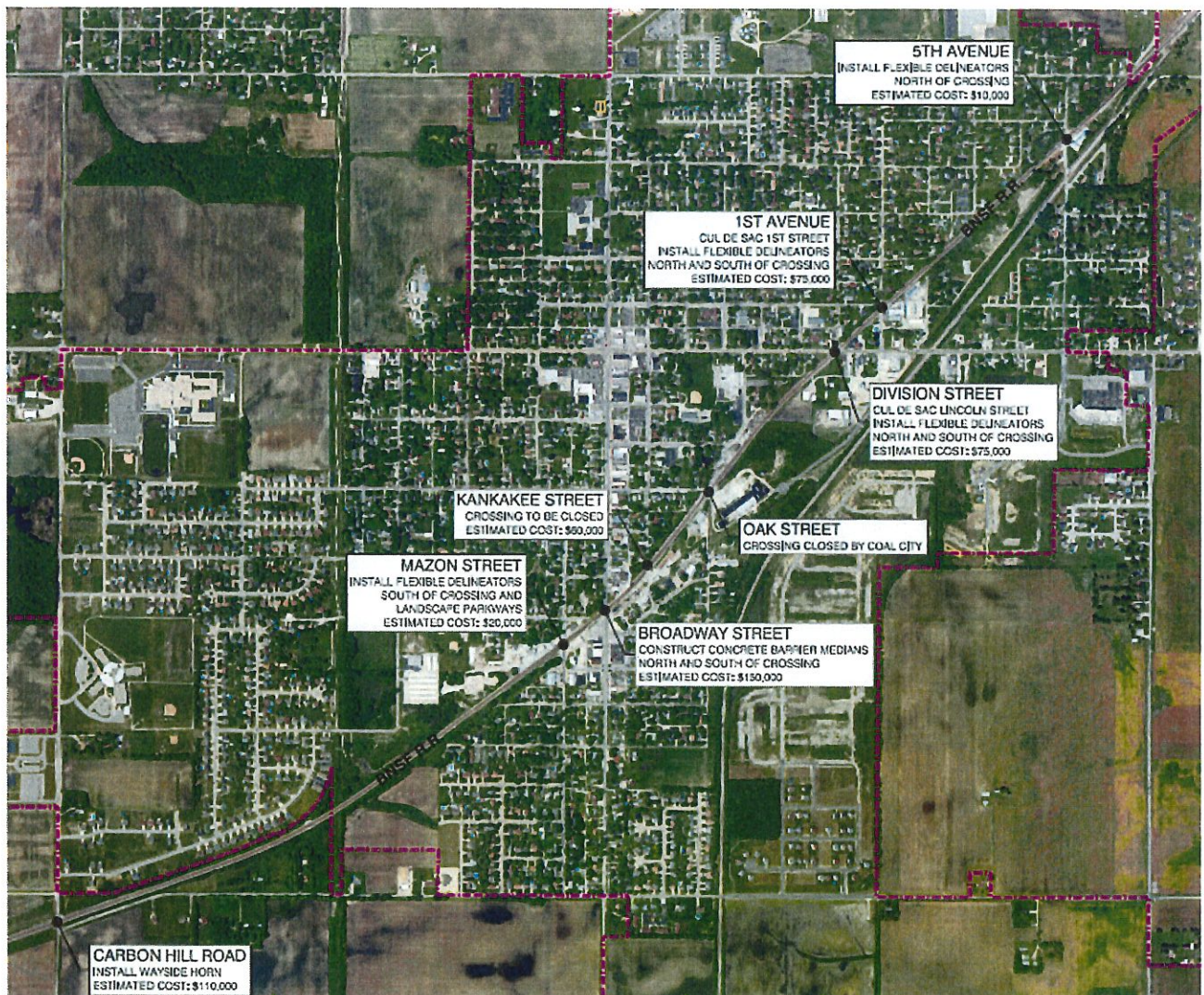
This professional fees contract is under the amount that had been budgeted for the year. Its Task III description is a bit conservative due to the final improvements for the corridor may be additional improvements aside from utilizing flexible delineators at all other crossings. This will become known as the corridor establishment study takes place in the prior two tasks.

**Recommendation:**

*Task 1*

Authorize Mayor Halliday to enter into a professional services contract for the establishment of a quiet zone on the BNSF railroad line.

## COAL CITY QUIET ZONE BNSF RAILROAD CORRIDOR





June 3, 2022

Mr. Matt Fritz  
Village Administrator  
Village of Coal City  
515 S. Broadway  
Coal City, IL 60416

**RE: Engineering Services Proposal for Quiet Zone Implementation – Coal City, IL**

Dear Mr. Fritz,

Per your request, Robinson Engineering, Ltd. is providing this proposal for professional engineering services for the implementation of a 24-hour quiet zone at the seven at-grade crossings along the BNSF corridor within the Village of Coal City; 5<sup>th</sup> Avenue, 1<sup>st</sup> Avenue, Division Street, Kankakee Street, Broadway Street, Mazon Street, and Carbon Hill Road. The quiet zone analysis also includes the Oak Street closure performed after the original diagnostic review

#### **1. PROJECT OVERVIEW**

Robinson Engineering, Ltd. (REL) previously completed the diagnostic review phase of the quiet zone process. Meeting minutes were taken at the diagnostic review held on May 20, 2010, which serve as the detailed guide by which the quiet zone will be established along with the requirements set forth by the Federal Railroad Administration (FRA) under their Use of Locomotive Horns at Highway-Rail Grade Crossings; Final Rule (hereafter referred to as Final Rule). The proposed safety measures have changed since 2010, therefore, it is recommended that a formal site meeting be held once again to discuss the newly proposed improvements at each crossing. Robinson will work with the Village to determine the safety measures needed at all crossings to establish a 24-hour quiet zone utilizing the FRA's risk-based analysis.

#### **2. SCOPE OF SERVICES**

REL proposes to assist the Village of Coal City with the establishment of a 24-hour quiet zone per FRA regulations. Per discussions with Village staff, it is our understanding that the Village of Coal City will pursue the establishment of a quiet zone per Section 222.39(b) of the FRA's Final Rule, public authority application to the FRA for a new quiet zone. Preliminary calculations performed show that the Village can reduce the Quiet Zone Risk Index (QZRI) below the Risk Index with Horns (RIWH) through a combination of installation of flexible delineators, concrete barrier medians, crossing closures and 4-quadrant gates.

REL shall perform the following tasks needed to assist the Village with the establishment of a 24-hour quiet zone.

#### **TASK I**

- Site meeting with Village staff to review potential improvements at each at-grade crossing.
- Perform risk-based analysis to verify proposed safety improvements meet the FRA requirements for establishing a 24-hour quiet zone. Best available traffic count information will be utilized for this task. REL is not proposing to take traffic counts as part of this proposal. Coordination with a third-party vendor to generate updated traffic counts can be performed as needed.
- Perform a new Diagnostic Review with regulatory agencies, railroad operators and Village staff to review proposed safety improvements at each at-grade crossing.

**TASK II**

- Prepare Notice of Intent to all regulatory agencies, those operating on or responsible for railroad safety and those maintaining the roadway crossings of the BNSF Corridor in the Village of Coal City (60-day comment period to follow).
- Prepare a Risk Reduction application for Alternate Safety Measures (ASMs) that provide risk benefit but do not meet the FRA requirements of a Supplemental Safety Measure (SSM). The response from the FRA may take up to 10 months from the date of the submittal.

**TASK III**

- Coordinate the purchase of flexible delineators manufactured by Qwick Kurb through Cloverleaf Corporation, the Illinois state supplier of this equipment at the state purchase price along with the purchase of the required signs for the quiet zone. The Village may choose to purchase materials from an alternate supply source if desired.
- Coordinate with public works on the installation of the flexible delineators and signs with Village forces, including marking limits of delineators and locations of sign installation. REL does not propose to prepare detailed drawings, bid documents, bid specifications nor solicit proposals for a contractor to install the required signage or flexible delineators. Please note that the Village may need to supply BNSF with proof that the Village insurance meets the latest insurance requirements of the railroad to work within the railroad right-of-way.
- Prepare Notice of Establishment to same recipients of the Notice of Intent and include an updated FRA inventory form for each crossing within the proposed quiet zone per FRA regulations.

It shall be understood that establishing a quiet zone under Section 222.39(b), Public Authority Application to FRA will require a periodic review of the quiet zone and update of FRA data every 2.5 – 3 years.

**3. PAYMENT TERMS**

REL proposes to perform the engineering service in the above Scope of Services on a **Time and Materials Basis not to Exceed for each Task below. Acceptance of each individual task can be made by providing a signature next to each Task below.**

<b>TASK I</b>	<b>T&amp;M NTE</b>	<b>\$7,000</b>	_____
<b>TASK II</b>	<b>T&amp;M NTE</b>	<b>\$4,000</b>	_____
<b>TASK III</b>	<b>T&amp;M NTE</b>	<b>\$7,000</b>	_____

Please indicate your acceptance of the scope of work and associated cost by executing this proposal below and initialing the attached Standard Terms and Conditions which are attached and considered part of this proposal.

Should it be determined that the engineering services will be needed beyond the scope of this contract, a separate engineering proposal can be prepared. Please note that the following items are specifically excluded from this proposal: traffic counts, right-of-way research/determination, pavement cores/soil borings, design of any railroad related upgrades, preparation of bid or proposal documents, any fees to BNSF or IDOT associated with the permit process or flaggers during delineator installation and material purchase costs.

We thank you for the opportunity to submit this information for your consideration. Please feel free to call me at 708-210-5682, for any questions you may have regarding this proposal or if any additional information is needed.

Respectfully yours,

**ROBINSON ENGINEERING, LTD.**



Jeffrey C. Pintar, PE  
Director of Municipal Services

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2022

**Village of Coal City**

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

Title: \_\_\_\_\_

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein with the following modifications:

GOVERNING LAW, JURISDICTION & VENUE

Revised such that the exclusive venue for any action on the agreement shall be the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois in lieu of Cook County.

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

**CONTRACT** – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

**STANDARD OF CARE** - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

**RELIANCE** – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

**CHANGES IN SCOPE** –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

**DELAYS** – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

**SUSPENSION & TERMINATION** – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party 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.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

**OPINION OF PROBABLE COSTS** - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

**REUSE OF PROJECT DELIVERABLES** - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

**RIGHT OF ENTRY** – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

**ENVIROMENTAL CONDITIONS OF SITE** - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

**RELATIONSHIP WITH CONTRACTORS** – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

**LIMITATION OF LIABILITY** – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

**INSURANCE** – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

**MUTUAL WAIVER** – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**GOVERNING LAW, JURISDICTION & VENUE** – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

**NON-ENFORCEMENT** – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ASSIGNMENT** – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**SURVIVAL** – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

**THIRD PARTIES** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

**SEVERABILITY** - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

**STATUTE OF LIMITATIONS** – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

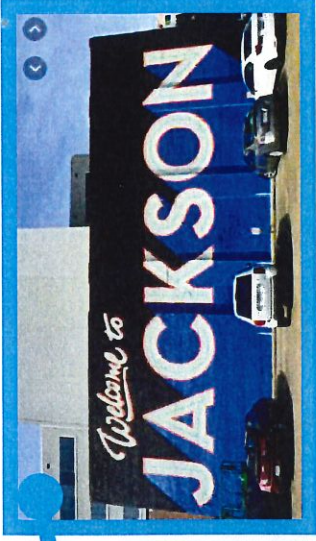
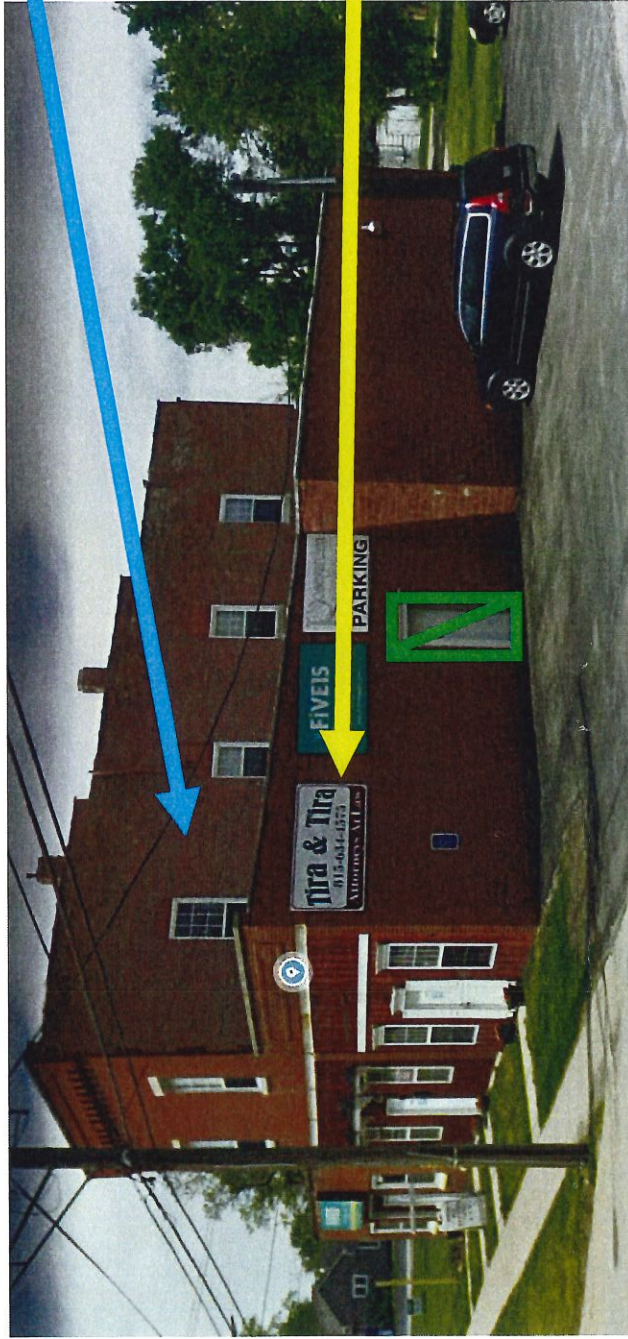
**CONFLICTS** - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

of the retail building is in need of feedback in order to get his artist started with the project. My hope would be these projects could be discussed and settled over a one or two month period.

**Recommendation:**

Appoint Trustees to an ad hoc subcommittee to provide public art recommendations as needed.

**EAST ELEVATION**



- 1) Paint full exterior white or grey
- 2) "Welcome to Coal City, A Place to Call Home" wall mural (BLUE)
- 3) Verizon wall, grey paint with illuminated channel lettering retail signage (YELLOW)
- 4) Close side entrance (GREEN)
- 5) New parking lot with new asphalt (RED)



WEST ELEVATION



- 1) Paint full exterior white or grey
- 2) Demo house and cap utilities (RED)
- 3) Replace 4 windows (BLUE)
- 4) Artistic "Coal City" wall mural (YELLOW)

