

# COAL CITY VILLAGE BOARD MEETING

WEDNESDAY  
AUGUST 10, 2022  
7:00 P.M.

## AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes July 27, 2022
4. Approval of Warrant List
5. Public Comment
6. Ordinance 22-19 Conditional Use to allow Religious  
Institution at 965 E. Division

7. Resolution 22-10

Entering into Intergovernmental Agreement with Coal City Community Unit School District #1 providing for School Resource Officer

8. Resolution 22-11

CDBG Housing Grant

9. Report of Mayor

10. Report of Trustees

S. Beach  
T. Bradley  
D. Spesia  
D. Greggain  
R. Bradley  
D. Togliatti

11. Report of Village Clerk

12. Report of Village Attorney

13. Report of Village Engineer

14. Report of Chief of Police

15. Report of Village Administrator

16. Adjourn

**MEMO**

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

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

**MEETING**

**DATE:** August 10, 2022

**RE: GRANTING A CONDITIONAL USE TO THE VILLAGE CHRISTIAN CHURCH OCCUPANCY**

A local church, *The Village*, has been looking for space for their Sunday worship services in which religious education could be taught as well. Due to the cost of rents and ownership of available facilities, they would like to occupy the space above Fitness Premiere that was formerly Davita Medical Clinic and had been provided a conditional use at that time. Since this building is zoned C-3, a religious institution must be provided a conditional use prior to starting its occupancy. The petitioner attended the Planning & Zoning Board on two occasions to present the application and then receive any comments at the Public Hearing. At that time, none but the petitioners appeared regarding the requested conditional use.

The conditional use was unanimously recommended from the Planning & Zoning Board for adoption by the Board of Trustees. There were some questions concerning the parking due to the popularity of the first two rows of parking in front of the future area. They will be allowed access to the rear parking area for services as well, which provides additional spaces. Their utilization of the space is well within the offstreet parking requirements.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting a Conditional Use to The Village Christian Church to allow a Religious Institution within C-3 Zoned Area.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Gendell Partners Coal City LLC

Address: 3201 Old Glenview Road, Suite 300 Phone number: 847-679-6660  
Wilmette, IL. 60091

owner represented by: self  attorney \_\_\_\_\_

contract purchaser The Village Christian Church other agent \_\_\_\_\_

agents name Nate Ferguson (Lead Pastor) phone number: 815-735-6876

address: 8965 S. Bell Road, Mokena, IL. 60447

existing zoning: C3 use of surrounding properties: north C3 south C3  
east C3 west RM-1

what zoning change or variance: (specify) Conditional use for  
Religious Institution

to allow what use See above

tax number of subject property: 09-02-226-043

common address of property: 965 E. Division St, Coal City, IL. 60416

parcel dimensions: See attached lot area (sq.ft.) See attached flow plan

street frontage Route 113 It is the fully 58 ft  
49 ft

legal description See attached built out former Davita  
Space and 1800 sq.ft.  
of unfinished space.

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 applicants reference.

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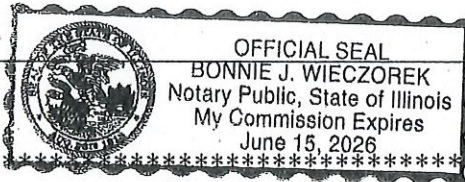
I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

The Village Christian Church, being first duly sworn, on oath  
Applicants name Marta Ferguson

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

Subscribed and sworn before me on this 14 day of July, 19 22.

Notary Public (Seal)



Bonnie J. Wiczorek  
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

2A 351

Location of hearing

Filing date

7-14-22

Village Hall

Hearing date

8-1-22

515 South Broadway

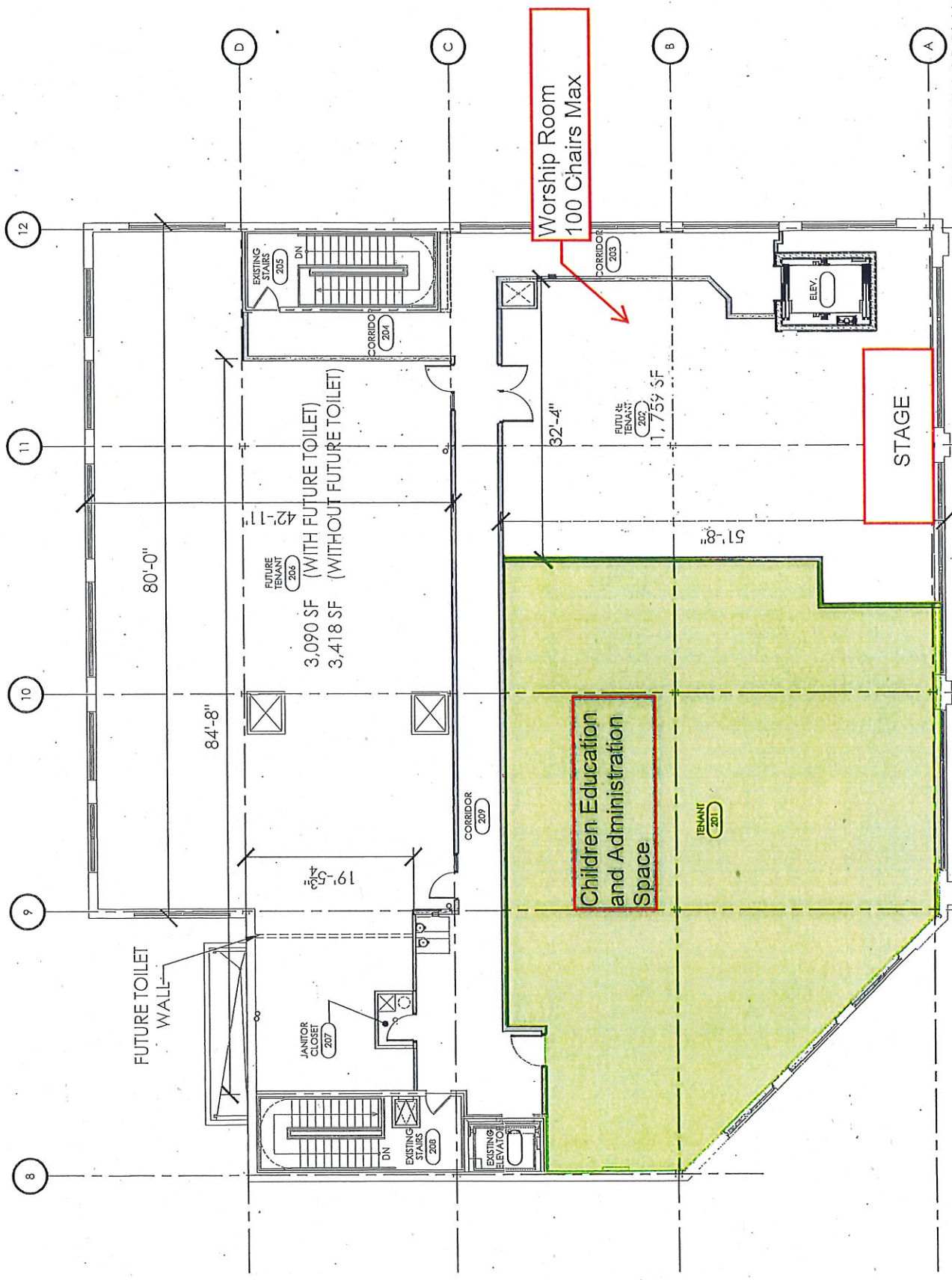
Filing fee

\$ 100.<sup>00</sup>

Coal City, Illinois

Hearing time

7pm



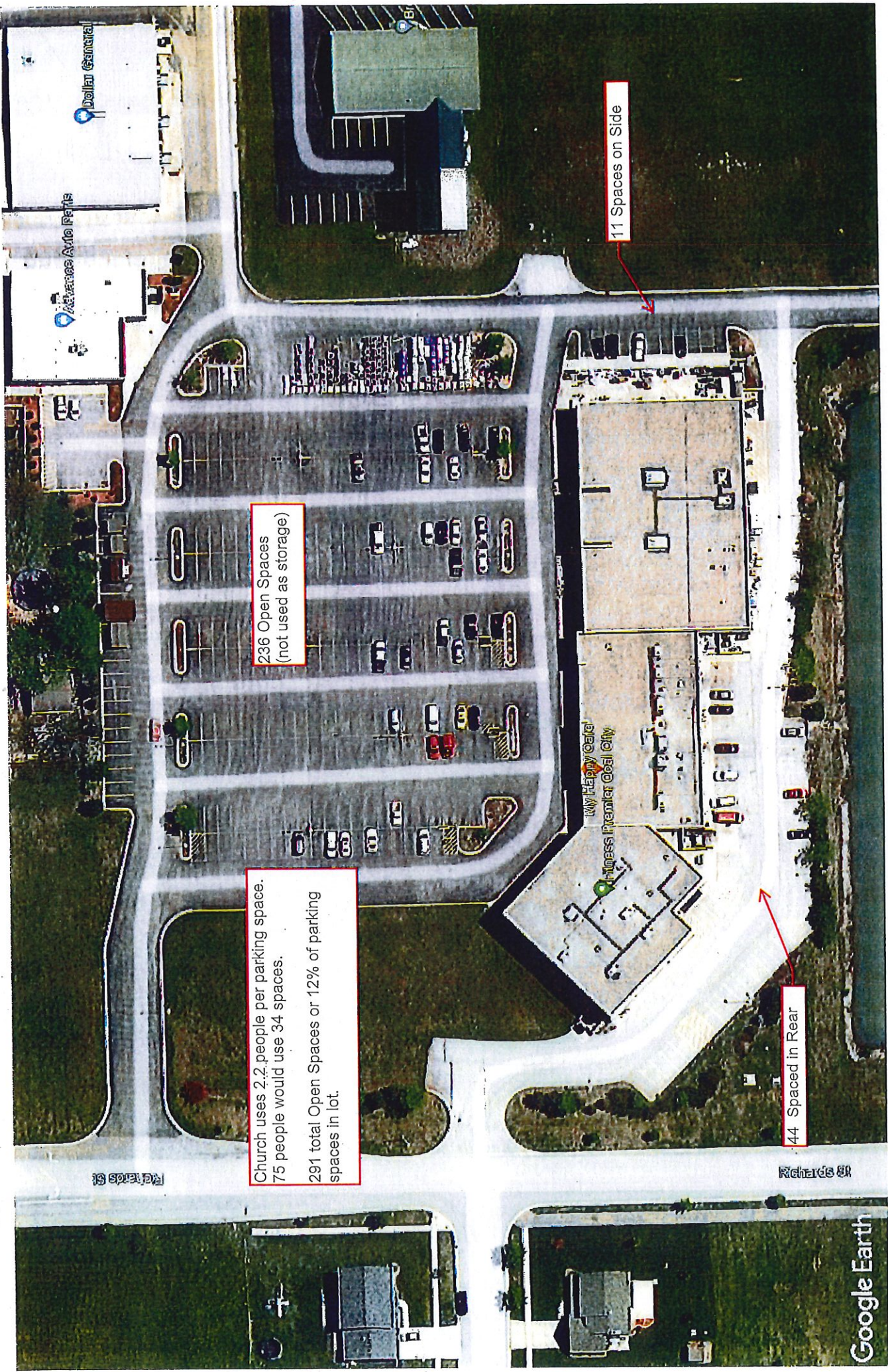
SECOND FLOOR PLAN  
 SCALE: 1/16" = 1'-0"  
 DATE: AUG 8 2014  
 SNA PROJECT # 1306.02



BUILDING B-1  
**BERTA CROSSINGS**  
 COAL CITY, IL

STEWART ■ NOSKY  
 ARCHITECTS, LTD.  
 2300 Cabot Drive, Suite 190  
 BILE, IL 62520  
 TEL: (618) 577-1655 FAX: (618) 577-1656





236 Open Spaces  
(not used as storage)

Church uses 2.2 people per parking space.  
75 people would use 34 spaces.  
291 total Open Spaces or 12% of parking  
spaces in lot.

11 Spaces on Side

44 Spaced in Rear

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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 CONDITIONAL USE TO OPERATE A RELIGIOUS  
INSTITUTION WITHIN C-3 ZONED AREA AT 965 E. DIVISION IN  
THE VILLAGE OF COAL CITY**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY 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 CONDITIONAL USE TO OPERATE A RELIGIOUS INSTITUTION WITHIN C-3 ZONED AREA AT 965 E. DIVISION IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for a conditional use according to Section 156.92 of the Village of Coal City Zoning Code. ("Zoning Code") was filed by Gendell Partners Coal City, LLC, represented by Nate Ferguson of The Village Christian Church ("applicant") on July 14, 2022 for a religious institution utilization of available retail space within a C-3 zoned property; and

**WHEREAS**, a public hearing regarding the conditional use consideration was held on August 1, 2022; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on August 1, 2022 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 concerning the Conditional Use for 965 E. Division:

- A. **Traffic.** The utilization of the property to accommodate a religious institution shall not have an adverse impact upon traffic to the surrounding neighborhood. The development in which this will be placed has been built with adequate traffic controls to accommodate this use.
- B. **Environmental Nuisance.** The performance standards required by the village code shall be maintained and the utilization of this property is consistent with other tenants within the commercial development.
- C. **Neighborhood Character.** Although this retail property shall be utilized by a religious institution, the improvements into the existing property are consistent with the buildouts completed in the past and consistent with the neighborhood character.

- D. **Public Services and Facilities.** Granting this conditional use shall not require the implementation of additional public services or facilities to accommodate the presented religious institutional utilization of the property.
- E. **Public Safety and Health.** Granting this conditional use shall not be detrimental to the public safety and health of the immediate tenants or residents of Coal City.
- F. **Other Factors.** The approved conditional use shall provide additional population to purchase available adjacent services to include two restaurants which share parking with the religious institution within the shopping center.

**Section 3.** Description of the Property. The property is located at 965 E. Division in the Village of Coal City within a C-3 District.

**Section 4.** Public Hearings. A public hearing concerning the consideration of a conditional use was advertised on July 16, 2022 in the Joliet Herald and held by the Planning and Zoning Board on August 1, 2022 at which 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 July 14, 2022 Conditional Use petition is granted in conjunction with Section 156.92 is hereby granted to allow the establishment of a religious institution within a C-3 commercially-zoned district as set forth within the submitted petition designs.

**Section 6.** Conditions. The conditional use granted herein is contingent and subject to the religious institution space being utilized according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of August 1, 2022.

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

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

AN ORDINANCE GRANTING A CONDITIONAL USE TO OPERATE A RELIGIOUS INSTITUTION  
WITHIN C-3 ZONED AREA AT 965 E. DIVISION IN THE VILLAGE OF COAL CITY

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**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:** August 10, 2022

**RE: ADOPTION OF SCHOOL RESOURCE OFFICER  
INTERGOVERNMENTAL AGREEMENT**

The Village and Coal City School District have enjoyed different stages of joint collaboration regarding school security. Four years ago, the two entities arrived at an intergovernmental agreement (IGA) that set an established rate in year one by which the School District would pay for school resource officers (SRO) scheduled throughout the district. This became one SRO at a permanent location within the high school and then another who primarily focused upon the Middles School, but would be available to float throughout the district to the other schools as well. The initial IGA has expired and both units of government met to attempt to gain the support of a next generation contract that would take the successes of the first contract and make any changes necessary to allow both entities to participate once again.

Administration from both entities collaborated with the supervisory team at the schools and the SROs to ensure the new IGA met the duties being expected and assigned to the CCPD staff who uphold the requirements included within the IGA. Overall, the initial contract proved to be indicative of what was called for and what both entities wish to continue in the successor contract that is before the Board for consideration this evening. None of the language changed substantially surrounding the duties or assignment of personnel.

The compensation portion of the contract has changed. Within the initial contract, the costs that create overall expenditure on SRO-related staff was recited within the first contract, but a static annual fee was agreed upon of \$115,000 in the IGA's first year. Due to the 4% annual increase provision within the IGA, the cost for the school district to receive SRO personnel was just under \$130,000 annually. Had the compensation clause not been amended within this successor agreement, the school's contribution for staffing would be \$134,534 for staffing, which is not keeping pace with true costs.

Instead, Section 7, regarding compensation sets forth the need to meet annually for the purpose of reviewing the Village's adopted budget and compensation for the assigned SROs for the school. They have agreed upon paying 50% of the total cost of the two assigned SROs. For the upcoming 2022-23 school year, this will require the schools to contribute \$147,967 towards the cost of staffing SROs within the Coal City schools.

**Recommendation:**

Adopt Resolution No. \_\_\_\_: Entering into an IGA with the Coal City School District for the Provision of SRO services.

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

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

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**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT  
SCHOOL DISTRICT NO. 1 PROVIDING FOR SCHOOL RESOURCE OFFICER  
COVERAGE**

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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

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT  
SCHOOL DISTRICT NO. 1 PROVIDING FOR SCHOOL RESOURCE OFFICER  
COVERAGE**

**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**, Coal City Community Unit School District No. 1 is an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "District"); and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, the Village and the District are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

**WHEREAS**, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

**WHEREAS**, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's schools; and

**WHEREAS**, the Village is willing to provide such SROs in accordance with the terms of the intergovernmental agreement appended hereto as Exhibit 1 (the "Agreement"); and

**WHEREAS**, the President and Trustees (cumulatively, the "Corporate Authorities") hereby find that it is in the best interests of the Village to enter into the Agreement in substantially the form attached hereto as Exhibit 1; and.

**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. ENACTMENT.**

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Intergovernmental Agreement Between the Village of Coal City and Coal City Community Unit School District No. 1 Providing for A School Resource Officer ("Agreement") in substantially the form attached hereto as Exhibit 1, and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**SECTION 3. RESOLUTION OF CONFLICTS.**

All enactments 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 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 5. 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 \_\_\_\_\_, 2022, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Attest:

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



**EXHIBIT 1**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF COAL CITY  
AND COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 PROVIDING FOR  
A SCHOOL RESOURCE OFFICER**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the “Village”), and COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the “District”) (collectively, the Village and District shall be known as the “Parties”). In consideration of the recitals and mutual covenants and agreements set forth below, the Parties hereby agree as follows:

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act defines the term “public agency” to mean any unit of local government as defined by the Constitution and any school district, among other public bodies (5 ILCS 220/2); and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act provides that any power or powers, privileges, or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State (5 ILCS 220/3); and

**WHEREAS**, the Village and the District are public agencies as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

**WHEREAS**, the District desires to have, on a contract basis, School Resource Officers (“SROs”) detailed to the District's schools; and

**WHEREAS**, the Village is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

**WHEREAS**, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

**WHEREAS**, the Village and the District have entered into previous Intergovernmental Agreements for said SROs; all previous said Intergovernmental Agreements are terminated; and the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs; and

**WHEREAS**, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement.

**NOW THEREFORE**, the Village and District hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Term. This Agreement shall become effective on the last date on which a duly authorized official from one of the Parties executes the Agreement (the "Effective Date"). The services under this Agreement shall commence on the first date of student attendance of the 2022-2023 school year ("Commencement Date") and shall continue in full effect until the final date of student attendance of the 2025-2026 school year ("Termination Date"), unless earlier terminated as provided herein.

3. Designation and Assignment of Police Officers. The Village shall designate and assign two (2) police officers to serve as SROs for the District on a full-time basis during the school years within the term of the Agreement in accordance with the work schedule set forth in Paragraph 5. The Chief of Police of the Village has sole discretion to provide the District with police officers to serve as SROs, provided that the police officers assigned must meet the minimum qualifications set forth in **Exhibit A**, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that SRO positions are rotating positions for a non-determinate assignment period. At any time during the term of this Agreement, the Village shall replace an SRO with another police officer if the District provides the Village with a written request setting forth the rationale for the requested replacement ("SRO Replacement Request").

4. Employment of the SROs. The SRO shall remain an employee of the Village at all times and is considered to be on special assignment to the District during the school year. The SRO shall remain under the command of the Chief of Police at all times and shall be subject to the administration, supervision, and control of the Village, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and the Village shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the Village. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the Village's worker's compensation insurance.

Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. While on the District premises, the SRO works at the direction of the Superintendent or a designee, while maintaining adherence to all personnel rules of the Village.

5. SRO Work Schedule. The Village will provide two SROs on student attendance days during the school year from 7:30 a.m. to 3:30 p.m., except as otherwise mutually agreed by the Parties or as set forth herein. The District may from time to time request that an SRO work at an extracurricular District event or activity outside of the SRO's customary hours ("Evening Time"). If an SRO works such Evening Time at the District's request, the Parties understand and agree that the District shall pay the Village overtime for such Evening Time in accordance with the provisions of Section 7(F). The Parties understand and acknowledge that the mutual intent of the Parties is that each SRO shall be assigned by the Village to the District forty (40) hours per week during the school year.

SROs shall be present every day during the school year that classes are scheduled to take place, except as the Parties may otherwise mutually agree from time to time to compensate for Evening Time and avoid overtime, and as otherwise provided herein. The SROs will be encouraged by the Parties to minimize discretionary absences on school days. In the event that one SRO is absent, on vacation, or otherwise unable to be present on a student attendance day, the Parties agree that the remaining SRO would be posted at the high school and a second on-duty Village police officer shall remain available at all times to respond promptly to a call from the District as the need arises. If both SROs are unavailable on a student attendance day, then the Chief of Police shall designate and provide one (1) substitute officer to act as the SRO for the day and a second on-duty police officer shall remain available at all times to respond promptly to a call from the District as the need arises.

On days when school is not in session, the SRO may be assigned to duty at the Police Department.

Any semi-permanent or permanent adjustment to the SRO's schedule shall be in writing and subject to the agreement of the Village and the District.

While on-duty at the District and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform. The SRO will be armed and will also carry handcuffs and a Police Department radio.

6. SRO Duties. The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

- A. Enforce all laws and municipal ordinances to coordinate the Parties' efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;
- B. Investigate all criminal complaints involving juveniles taking place in District schools;
- C. Provide information and give presentations to students, staff, and parents in areas such as drug and alcohol prevention, online safety, cyber bullying, criminal gang activity, vandalism, theft,

personal violence, trespassing, and other civil rights and legal topics of interest to the District and within the SRO's area of expertise;

- D. Appear and testify in court proceedings and school suspension review and expulsion hearings, as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;
- E. Be proactive regarding patterns of delinquency, street gang membership and activity, and problem areas around the school to strive toward prevention, operational excellence, and efficiency;
- F. Assist school personnel with managing escalated and agitated students, parents, and others, crowd control, and vehicle traffic patterns to strive toward prevention, operational excellence, and efficiency;
- G. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans, and identify proactive solutions;
- H. Maintain and report to the District a record of reported criminal incidents and arrest activities;
- I. Serve as liaison between the District and the Police Department;
- J. Maintain a high level of visibility during arrival, lunch, passing periods, and departure as schedule permits;
- K. The Parties acknowledge that police officers are responsible for criminal law issues, not school discipline issues. Thus, absent exigent circumstances, the SRO will not enforce school policies and regulations involving student behavior and discipline, except in exigent circumstances; and
- L. Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the Village.

7. Compensation.

- A. It is the intention of the Parties that the District shall pay 50% of all expenses

associated with the Village's employment of the SROs during the term of this Agreement. These expenses include, without limitation, the following:

- i. Wages, including overtime and sick pay;
- ii. Employer contributions to FICA and Medicare
- iii. Health, vision, dental and life insurance;
- iv. Training;
- v. Uniform allowance; and
- vi. Police pension contributions.

B. 2022-2023: For the 2022-2023 school year, the District shall make a payment to the Village equal to ONE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED SIXTY SEVEN AND NO/100 DOLLARS \$147,967.00 ("First Annual Payment") in accordance with Subsection 7.D., which the Village agrees appropriately compensates the Village for providing SROs to the District under the terms of the Agreement.

C. Successor years: For each school year after the 2022-2023 school year through the end of the term of the Agreement, the Parties agree to meet prior to August 1 each year for the purpose of reviewing the Village's aggregate expenses associated with its employment of the SROs for the upcoming school year ("SRO Total Expense"). One-half of the total compensation for the assigned SRO Total Expense shall be payable by the District to the Village in accordance with Subsection 7.D.

D. Each annual payment shall be paid in a single lump-sum within thirty (30) days of receiving a written invoice from the Village for the total annual payment due for the current school year. The Village shall invoice the District on or about January 31<sup>st</sup> annually. The annual payment shall be due and owing to the Village in accordance with the terms and conditions of the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

E. Early Termination:

- i. If the Agreement terminates prior to the end of a school year but after the District has remitted payment, the Village shall reimburse the District an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days remaining in the then-current school year following effective termination of the Agreement)

- ii. If the Agreement terminates prior to the end of a school year but before the District has remitted payment, the District shall pay the Village an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days elapsed in the then-current school year prior to the effective termination of the Agreement)

- F. District further agrees to pay the overtime cost incurred by the Village whenever the District requests the SRO for Evening Time. Said overtime costs will be the responsibility of the District. An hourly overtime rate shall be listed in **Exhibit B**. The Village will bill the District on a monthly basis for all overtime costs incurred in the prior month.

8. Accommodations. The District shall provide the SRO with the equipment, accommodations, and information reasonably necessary for the SRO to accomplish his/her job, including without limitation, District computer access codes, District office phone, District view capability of camera systems, key fob for any electronic access control system, and keys for interior and exterior access.

9. Assessment and Evaluation. Each SRO position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the police officers designated by the Village as SROs, with a collaborative performance appraisal process involving District and Village officials. Interim performance assessments may be conducted as needed or required. In the event that the Village receives an SRO Replacement Request from the District, the matter will be the subject of immediate review and communication between the District and the Village. Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

10. Access to Records.

A. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District and shall be maintained at the District in accordance with all applicable state and federal laws and regulations. The Parties agree to comply with all state and federal laws governing the handling of records, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 *et seq.*), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 *et seq.*), and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the District's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any

reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

- B. Village Records. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the Village and may constitute law enforcement records and shall be maintained by the Village in accordance with all state and federal laws and regulations governing the release of these records. In accordance with law, all records generated and maintained solely by the SRO and the Village shall not constitute student records.

11. Termination. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this Agreement by mutual consent and agreement.

12. Insurance.

A. The Villages and District agree that they will each obtain and maintain, at all times during the term of the Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an "A-5" or better rating in the current edition of Best's Key Rating Guide, with contractual coverage containing agreements to defend, indemnify, and hold harmless as set forth in the section below, and in no event will such policies have less than the following coverage:

- i. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury, and property damage.
- ii. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
- iii. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.
- iv. Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for all of its employees, in strict compliance with state law, and with sole responsibility for accounting for, reporting, and paying all costs in connection therewith.

- B. Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party's self-insurance.
- C. All such policies in which either Party is a named insured shall name the other Party's members, employees, agents, and volunteers as additional insureds.
- D. The Parties shall furnish one another with certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement each year in which the Agreement is in effect.
- E. The policies shall provide that the policies will not be terminated, canceled, or materially changed without ten (10) days advance written notice to the other Party to the Agreement. Any required payment made will be reimbursed by the other Party upon demand.

13. Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, their governing Boards, members, officers, employees, agents, representatives, and volunteers, in their individual and official capacities (collectively, "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by Indemnitees arising from, incident to, connected with or growing out of any wrongful or negligent act or omission of the other Party, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "Indemnitor"), acting within the scope of their authority and related to the performance of this Agreement. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Parties and/or any of their respective officials, officers, employees, volunteers, and or/agents. Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the Party providing the indemnification shall be allowed to raise, on behalf of the other Party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and



communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered in duplicate at, the following address:

Village of Coal City Police Department  
545 S. Broadway  
Coal City, IL 60416  
ATTN: Chief of Police

With a copy to: Mark Heinle  
Ancel, Glink, Diamond, Bush, DiCianni &  
Krafthefer, P.C.  
1979 N. Mill Street, Suite 207  
Naperville, Illinois 60563  
Email: mheinle@ancelglink.com

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Coal City Community Unit School District No. 1  
550 S Carbon Hill Road  
Coal City, IL 60416  
ATTN: Superintendent

With a copy to: Whitt Law LLC  
70 S. Constitution Dr.  
Aurora, IL 60506

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois which are incorporated herein. Any suit brought to enforce the provisions of this Agreement shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

18. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

19. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

21. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

**IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.**

**VILLAGE OF COAL CITY**

**COAL CITY COMMUNITY SCHOOL  
DISTRICT NUMBER 1**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Board President

ATTEST

ATTEST

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Board Secretary

## EXHIBIT A

### Minimum SRO Qualifications

The SRO must, at a minimum, possess the following qualifications:

1. Be a sworn peace officer in good standing with the Police Department;
2. Be off probation as a police officer with the Police Department;
3. Have at least two years of active duty police experience;
4. Have strong oral, written, and interpersonal skills, including public speaking;
5. Experience in, and knowledge of, drug and gang awareness;
6. Be able to function as a strong role model for students in the District; and
7. Pass a criminal background investigation pursuant to 105 ILCS 5/10-21.9.

**EXHIBIT B**

**Overtime Rates**

The rates below reflect the current MAP collective bargaining agreement. The terms of this contract runs through April 30, 2024. As new agreement(s) are agreed upon, these rates shall be updated to reflect the current agreement.

<i>Overtime Rate per hour</i>	<i>Position</i>
\$56.33	Officer
62.30	Sergeant

**MEMO**

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

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

**MEETING**

**DATE:** August 10, 2022

**RE: NCICG HOUSING REHABILITATION GRANT APPLICATION  
APPROVAL**

Having been determined by DCEO to be unable to secure federal funding in the current year's program, the Village is attempting to re-solicit the existing area again to turnout additional survey responses in an effort to secure additional support and get the same neighborhood – those single family, owner-occupied homes, north of E. Division, east of Lincoln to the Claypool Ditch to qualify for the upcoming grant deadline.

Due to successful programs that have already completed the Housing Rehabilitation Program, it is important to try and gain every scoring point available in order to rank Coal City's application at the same level as communities with census blocks, which qualify due to possessing lower middle income neighborhoods. This, partnered with having successfully completed the last allotted program, should result in slightly higher scoring than the 2021 grant submission, which may allow Coal City to have a qualified program area for the 2023 program awardees.

Since this is the second application for the same area, NCICG charges a bit less to file this grant application. The Resolution has the costs for this service split into two billings - \$500 for the survey to be complete in addition to \$3,000 for the grant application. Based upon the Board's previous determination, the surveys were prepared and have begun being received within the proposed program area in order to meet the program application requirements.

Coal City is in need of 34 homes within the program area to qualify as low to moderate income residences in order to establish the program area; this results in a 3:1 survey ratio for the number of homes submitting responsive surveys versus the 10 programmed homes to be rehabilitated. This step is qualification for federal funds. Should Coal City be a successful grant applicant, NCICG will inform our residents when it is time to apply for the available funds after the grant begins in 2023. The selection of qualifying rehabilitation homes will happen at that time. Just because a qualified survey is received; it does not mean that household is selected for rehabilitation funds. That occurs in the future after the Program Area has been determined by DCEO (Illinois Department of Commerce and Economic Opportunities).

**Recommendation:**

Adopt Resolution No. \_\_\_\_: Approving NCICG to Complete a Housing Rehabilitation Program Grant Application for the Old Eileen Area.

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

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the VILLAGE of COAL CITY, Illinois (hereinafter referred to as the "VILLAGE") and the North Central Illinois Council of Governments, 613 West Marquette Street, Ottawa, Illinois, (hereinafter referred to as the "COUNCIL").

**WITNESSETH:**

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

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

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

**A. APPLICATION PREPARATION**

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

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

**B. COST OF SERVICES**

Application fee – Survey- \$500.00 due after submission of the application  
Application-\$3,000 due after submission of the application  
Additional cost incurred to be billed after completion of application:

- a. Cost of stamps and envelopes for survey mailings
- b. Cost of inspection of homes and detailed cost estimates for application information

**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 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 COUNCIL OF THE VILLAGE of COAL CITY that this AGREEMENT be adopted by the VILLAGE of COAL CITY and the President and VILLAGE Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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  
(SEAL)

\_\_\_\_\_  
Jennifer Scheri, Secretary  
(SEAL)



GRUNDY COUNTY CHAMBER OF COMMERCE  
PRESENTS

# BIRDIES, BOGEYS & BREWS GOLF

## OUTING

Presented By:  
Constellation.



FRIDAY | SEPTEMBER 9 | 11AM - 3PM

Registration Fee Single/Foursome: \$110/ \$460 Heritage Bluffs  
Public Golf Course for golf, and then off to Iron & Glass in Minooka,  
for drinks, lunch and raffles!

For more information email Events Director Amanda Hiller at  
amanda@grundychamber.com

## Promote your business around the course!

**Sold Out** ~~Market Sponsor \$350~~

Drink Cart Sponsor \$300

**Sold Out** ~~Meal Sponsor \$200~~

Presented By:  
Constellation



In Partnership With



- (logo on 2 sanitation stations)
- Registration Sponsor \$250
- Hospitality Cart Sponsor \$175
- Snack Sponsor \$100
- Golf Cart Sponsors \$75
- Mulligan Sponsor \$50

### Hole Sponsorships:

**Exclusive Hole Sponsor (only 3 left)** - sign at designated hole and ability to sit on the hole and distribute materials or novelty items pertaining to your business-\$350

**Hole Sponsor** - signage at designated hole-\$125

**Golf Includes:** Golf & Cart (9-hole), Goodie Bag, Raffles, Snacks, Drink Ticket, Lunch & (1) complimentary beer at Iron & Glass

### Register Now!



Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Please charge my credit card:

Name on Card: \_\_\_\_\_  
Card Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_

Return completed form with payment to:

Grundy County Chamber  
999 Liberty St. Morris, IL 60450

- Sponsorships:**
- Lunch Sponsor \_\_\_\_\_
  - Drink Sponsor \_\_\_\_\_
  - Hand Sanitizer \_\_\_\_\_
  - Registration Sponsor \_\_\_\_\_
  - Mulligan Sponsor \_\_\_\_\_
  - Hospitality Sponsor \_\_\_\_\_
  - Snack Sponsor \_\_\_\_\_
  - Golf Cart Sponsor \_\_\_\_\_
  - Hole Sponsor \_\_\_\_\_
  - Exclusive Hole Sponsor \_\_\_\_\_

### Golfing:

Single Golfer (1) drink ticket at course: (1) Iron & Glass beer  
\$110

Foursome (1) Mulligan, (1) raffle ticket, (2) drink tickets, (1) Iron & Glass & beer for each golfer: \$460

Total \$ \_\_\_\_\_