

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JUNE 14, 2023
7:00 P.M.**

AGENDA

1. Call meeting to order

2. Pledge of Allegiance

3. Approval of Minutes

May 24, 2023

4. Approval of Warrant List

5. Public Comment

6. Ordinance 23-13

Lease Agreement with IEMA
Regarding Gamma Radiation
Detection Units

- | | |
|---|--|
| 7. Ordinance 23-14 | Amending Land Use
Code, Adopting the 2021
International Residential Code,
Amending Planning & Zoning Board
Appointments and Eliminating
Portion of Code |
| 8. Ordinance 23-15 | Approval of Water/Sewer/Garbage
Rates |
| 9. Ordinance 23-16 | Surplus Police Department vehicle
2014 FORD Taurus |
| 10. Ordinance 23-17 | Variance for Shed at 75 E. Barney Way
Wayne Smith |
| 11. Resolution 23-08 | Coal City Police Chief Contract
Approval |
| 12. Board Appointments | Board of Fire and Police Commissioners
Planning & Zoning Board |
| 13. Opening of Bids for Surplus Property Outlot A, B and C in Big Timber Estates
Subdivision | |
| 14. 2023 MFT/Non-MFT Bid Award | |
| 15. Authorize Mayor Spesia to enter into a contract with Comcast for Business
Internet Service | |
| 16. Authorize Final Payment to CBBEL for South Broadway Reconstruction
Project | |

17. Report of Mayor

18. Report of Trustees:

B. Mincey
S. Beach
T. Bradley
P. Noffsinger
D. Greggain
D. Togliatti

19. Report of Village Clerk

20. Report of Village Attorney

21. Report of Village Engineer

22. Report of Chief of Police

Surplus Squad Car to ProAct

23. Report of Village Administrator

24. Executive Session

- a. Approve Executive session minutes ILCS 5 120/2 (c)(21)
- b. Discuss personnel matters per ILCS 5 120/2 (c)(1)

25. Adjourn

COAL CITY VILLAGE HALL, 515 S BROADWAY, COAL CITY, IL

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

RE: IEMA LEASE FOR RADIATION DETECTOR EQUIPMENT

Through an act of intergovernmental cooperation, the Illinois Emergency Management Agency (IEMA) provides different radiation measurement equipment within rights of way surrounding both the Braidwood and Dresden nuclear power plants. IEMA has leased space alongside Berta Road south of Spring on the west side for many years.

Due to the current lease expiring, IEMA would like Coal City to continue to accommodate this necessary equipment for the next five years. Leases allow the ground to be utilized for a payment which is provided for a cost of \$1.00 per year. As in the past, the provision of this information is for the betterment and wellbeing of Coal City area residents.

Recommendation:

Adopt Ordinance No. ____: Entering into a lease Agreement with IEMA to Accommodate their necessary safety equipment.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF COAL CITY TO LEASE CERTAIN
REAL PROPERTY TO THE ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR
THE OPERATION AND MAINTENANCE OF IEMA'S GAMMA RADIATION
DETECTION UNITS**

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DANIEL GREGGAIN
BILL MINCEY
PAMELA M. NOFFSINGER
DAVID TOGLIATTI

Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal
City on _____, 2023

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF COAL CITY TO LEASE CERTAIN
REAL PROPERTY TO THE ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR
THE OPERATION AND MAINTENANCE OF IEMA'S GAMMA RADIATION
DETECTION UNITS**

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

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

WHEREAS, the Village previously entered into a lease agreement with the Illinois Emergency Management Agency ("IEMA") to enable the IEMA to operate and maintain gamma radiation detection units upon certain real property in the Village; and

WHEREAS, the Village and IEMA mutually desire to extend the lease for a five (5) year term through June 30, 2028 in accordance with the terms and conditions set forth in the lease agreement attached hereto as Exhibit A and, by this reference, incorporated as though fully set forth herein (the "Lease"); and

WHEREAS, the Village President and Trustees (the "Corporate Authorities") hereby find and determine that the Lease, substantially in the form affixed hereto as Exhibit A, is in the best interests of the Village, and the Corporate Authorities hereby conclude that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to enter into the Lease.

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

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

SECTION 2. Enactment.

- A. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver the Lease in the form attached hereto as Exhibit A (the "Lease") and any related documents necessary to the consummation of the transactions contemplated by the Lease.
- B. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Manager, Village Attorney and Village Treasurer to execute and deliver such documents, and undertake such additional tasks as may be necessary or convenient to carry out the intent of this Ordinance and consummate the Lease.

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

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

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

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

SECTION 7. PUBLICATION.

The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SO ORDAINED this _____ day of _____, 2023, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

EXHIBIT A

Lease

Appended on following pages

4840-3655-2039, v. 1

The parties to this Lease, VILLAGE OF COAL CITY, Lessor, and the STATE OF ILLINOIS acting through the ILLINOIS EMERGENCY MANAGEMENT AGENCY, Lessee, agree to the following leases on the terms and conditions below:

1. PREMISES: The Lessor agrees to provide to the Lessee spaces for the operation and maintenance of Lessee's gamma radiation detection units. The Lessor will permit the Lessee to have access to the above for purposes of maintenance and inspection of the equipment on a 24 hour-a-day basis.

The demised premises known as BR-Q (Site Q): Coordinates of N 41.27163 and W 88.26582 in Braceville Township, Grundy County, range 11 SE ¼ section roughly 750ft South of the intersection of East Spring Rd and South Berta Rd, on the west side of South Berta Rd.

2. TERM: The term of this Lease will from the date of execution through June 30, 2028.
3. RENT: Lessee agrees to pay Lessor One Dollar (\$1.00) per year as rent, payable upon execution of this Lease.
4. TERMINATION: The Lessor may terminate this Lease at any time by giving the Lessee six month's written notice prior to termination. Lessee may terminate this Lease at any time.

Upon termination of this Lease, Lessee will remove all materials and equipment at its expense and restore each site to its original condition as far as it is reasonably possible to do so.

5. USE OF PREMISES: The Lessee agrees to use the demised premises in conformance with all applicable State, Federal and local laws, rules, regulations or ordinances.
6. MODIFICATION OF PREMISES: Lessee will make no modification of the premises or any plans or improvements without obtaining the prior consent of the Lessor.
7. NOTICE OF VIOLATION: Lessor will provide Lessee with written notice of any violation of any provision of this Lease. Lessee will have 30 days after the receipt of any such notification to correct any violation.
8. LIABILITY AND INDEMNIFICATION: To the extent allowed by the Illinois Court of Claims Act (705 ILCS 505/1), the State Finance Act (30 ILCS 105/1, et seq.), and any other applicable law of Illinois, the LESSEE agrees to indemnify LESSOR from any and all liability due to loss or damage arising out of LESSEE's use of the premises herein described.

9. ASSIGNMENT: Neither party may assign or sublet any of its interest under this Lease.
10. SEVERABILITY: The parties to this Lease mutually agree that if part of this Lease is found to be unenforceable or contrary to the statutes of the State of Illinois, the remainder of the Lease will remain in full force and effect.
11. NON-APPROPRIATION OF FUNDS: This Lease will cease immediately and without further liability, if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this Lease.
12. REAL ESTATE DISCLOSURE: Lessor shall complete the Department of Central Management Services' Real Estate Disclosure Form which is attached hereto as Exhibit "B" and incorporated herein by reference. n/a
13. CERTIFICATIONS: The undersigned acknowledges and agrees that each of the certifications and non-discrimination requirements shall be incorporated into and made a part of this Lease. If at any time Lessor is no longer in compliance, Lessor shall notify the Agency immediately.

CERTIFICATIONS: The Lessor certifies that:

- a) Lessor is not barred from being awarded a contract or subcontract under Section 10.1 or 10.3 of the Illinois Purchasing Act, see #) ILCS 505/10.1 et seq. (1996) or of Section 50-5 of the Illinois Procurement Code;
- b) Lessor has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended, see 720 ILCS 5/33E-3, 33E-4 (1996);
- c) Lessor is not in default on any educational loan as provided in Public Act 85-827, see 5 ILCS 385/1 et. Seq. (1996) (a partnership shall be considered barred if any partner is default on an education loan);
- d) Lessor is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates, see 775 ILCS 10/1 et seq. (1996);
- e) Under penalties of perjury, Lessor certifies that 36-6005836 is correct Federal Taxpayer ID Number. Lessor is doing business as:

☐ Individual

 ☒ Governmental Entity
☐ Partnership

 ☐ Owner of Sole Proprietorship
☐ Nonresident alien individual
☐ Tax-exempt hospital or extended care facility
☐ Estate or legal trust
☐ Corporation providing or billing medical and/or health care services
☐ Corporation NOT providing or billing medical and/or health care services
☐ Foreign corporation, partnership, estate or trust
☐ Other

f) Lessor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

g) The Americans with Disabilities Act (42 USC 12101, et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Lease, the undersigned Lessor certifies that services, programs and activities provided under this Lease are and will continue to be in compliance with the ADA.

14. CONTACT PERSONS AND NOTICES: Lessee's contact person for matters related to this Lease is:

Celeste Hawkins-IEEMA-217-786-6185

Lessor's contact person is:

Matt Fritz
 Village of Coal City
 515 South Broadway
 Coal City, IL 60416

Lessee and Lessor may, from time to time, designate in writing different contact persons or addresses. Unless otherwise specifically provided herein, all notices or submittals required or permitted pursuant to this Lease shall be deemed given when personally delivered or upon three (3) days after being posted by certified or registered mail, return receipt requested, postage prepaid, to the designated contact person at the designated address.

The undersigned parties mutually agree to all terms and conditions of this Lease.

Lessor

Lessee

VILLAGE OF COAL CITY

STATE OF ILLINOIS
ILLINOIS EMERGENCY
MANAGEMENT AGENCY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

**RE: TEXT AMENDMENT TO INCLUDE CODE UPDATE, CHANGE IN
APPOINTMENT TERM & AMENDMENT TO VEHICLES IN
RESIDENTIAL AREAS**

At the most recent Planning & Zoning Board Meeting, the Zoning Board of Appeals conducted a public hearing on the draft ordinance that has been provided. This text amendment includes three changes to the zoning code. Sections 2-4 would update the building code requirements for residential homes requiring builders to construct according to the 2021 International Residential Code instead of the current 2015 code. When adopting this updated code, the Board reviewed these changes and included modifications to ensure the newly adopted code meets that expected standards for Coal City (one of those items is ensuring the sprinkler requirement on all residential continues to NOT be a requirement).

Section 5 of the proposed ordinance would remove a conflicting portion of code that existed within the land use code regarding the storage of vehicles within residential districts. The existing language supersedes the International Property Maintenance Code (IPMC), which is already a portion of the adopted code of the village. The portion to be deleted provided an emergency clause that allowed a resident to claim an emergency condition with the vehicle so this would no longer be necessary to be enforced. Eliminating the conflicting language and allowing IPMC to prevail will allow for better enforcement of junk vehicles on property in which their storage is not permitted.

The last change in Section 6 would revise the term for appointed Planning & Zoning Members downward from 5 years to 3 terms and match the term provided to other Board Members. This would allow appointed boards to be consistent aside from the Police Pension Board which statutorily one year less.

Recommendation:

Adopt Ordinance No. ____: Amending the Village Code to adopt an updated residential building standard, amend the total years of appointees to the Planning & Zoning Board and eliminate on conflicting portion of code regarding the storage of vehicle in residential districts.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 23 - ____

**AN ORDINANCE AMENDING PORTIONS OF THE VILLAGE OF COAL CITY
CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL
CODE, AMENDING THE TENURE OF THE PLANNING & ZONING BOARD
APPOINTMENTS AND ELIMINATING A CONFLICTING PORTION OF CODE
REGARDING THE STORAGE OF VEHICLES WITHIN RESIDENTIALLY ZONED
PROPERTY**

DAVID SPESIA, President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DAN GREGGAIN
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2023

ORDINANCE NO. 23-_____

**AN ORDINANCE AMENDING PORTIONS OF THE VILLAGE OF COAL CITY
CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL
CODE, AMENDING THE TENURE OF THE PLANNING & ZONING BOARD
APPOINTMENTS AND ELIMINATING A CONFLICTING PORTION OF CODE
REGARDING THE STORAGE OF VEHICLES WITHIN RESIDENTIALLY ZONED
PROPERTY**

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

WHEREAS, the Planning and Zoning Board published and conducted a public hearing on Monday, June 5, 2023; and

WHEREAS, the Planning & Zoning Board has examined the building codes required for construction within the village requiring an upgrade incorporate the 2021 International Residential Code (IRC) with certain amendments; and

WHEREAS, completion of the standards adopted within Table R301.2 of the 2021 IRC relies upon the data made available due to the inclusion of the Ottawa, IL Station #116526, within the National Oceanic and Atmospheric Administration (NOAA) Air Freezing Index – USA Method; and

WHEREAS, an existing conflict within the code regarding the storage of vehicles within residentially zoned areas necessitated the elimination of one portion of the existing code; and

WHEREAS, in order to promote continued volunteerism, the tenure of each appointed Zoning Board of Appeals member should be shortened; and

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

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

Section 1. Recitals. The recitals listed below shall amend the existing code provisions as provided.

Section 2. Updating the Existing Residential Construction Requirements with the 2021 IRC. Section 150.1 shall be amended as indicated below replacing the existing 2015 IRC with an updated version of the IRC:

150-1 Adoption of Building Code, Residential Code, Property Maintenance Code, Plumbing Code, Electrical Code and Fire Code.

There is adopted by the Village for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, and location and maintenance of buildings and structures, including permits and penalties, the International Building Code, 2015 Edition, including Appendices A, B and C; the International Residential Code, ~~2015~~ **2021** Edition; the International Property Maintenance Code, 2015 Edition; the Illinois State Plumbing Code (77 Ill. Adm. Code 890), current edition, issued by the Illinois Department of Public Health; the National Electrical Code, 2014 Edition; the International Fire Code, 2015 Edition; and all revisions, supplements and amendments to the foregoing, subject to the additions, insertions, deletions and modifications specified in 150-2 of the Village Code.

Section 3. Incorporation of Specified Standards within the 2021 IRC. The selection of standards within Table R301.2 of the 2021 IRC determines many of the construction standards regarding the environment of Coal City and hardness of construction to be required for improvements within its residential districts and are set forth below:

Ground Snow Level	25 lbs.
Wind Design	
Speed	140 mph
Topographic Effect	No
Special Wind Region	B
Windborne Debris zone	N/A
Seismic Design Category	A

Subject Damage From	Severe
Weathering	42"
Frost Line Depth	Moderate/Heavy
Termite	
Winter Design Temperature	-4 degrees (F)
Ice Barrier Underlayment Required	Yes
Flood Hazards	N/A
Air Freezing Index	1,340
Mean Annual Temperature	51.5 degrees (F)

Section 4. Including Modifications to the 2021 IRC. Section 150-2 of the Village Code shall be as amended to include the following amendments listed below:

- E. Footings. Section R403.4 shall be deleted in its entirety. Precast concrete foundations must comply with the standards set forth in R403.1. **All exceptions listed within R507.3 shall be eliminated.**
- I. **Construction for which permits are required. Within the 2021 IRC those exceptions listed within R105.2 regarding subsections 1 regarding sheds, 2 regarding fences, and 10 regarding decks are eliminated.**
- J. **Opening Protection Requirement. The last sentence within R302.5.1 is deleted, which enables doors to be utilized without a self-closing device.**
- K. **Elimination of Certain Appendices. Construction within Coal City shall meet those standards listed within the 2021 IRC. Certain appendices to the base code enable a lesser construction standard due to the specific type of project or are regulated elsewhere by the State of Illinois. The appendices listed below shall be removed in order to maintain the construction requirements:**

<u>AI101</u>	<u>Private Sewage Disposal</u>
<u>AL101</u>	<u>Permit Fees</u>
<u>AM</u>	<u>Home Daycare</u>
<u>AQ</u>	<u>Tiny Houses</u>
<u>AR</u>	<u>Straw Clay Construction</u>
<u>AS</u>	<u>Strawbale Construction</u>
<u>AT</u>	<u>Solar Ready Provisions</u>
<u>AU</u>	<u>Cob Construction (Monolithic Adobe)</u>

Section 5. Removal of Existing Requirement regarding Vehicle Storage and Repair.

This portion of code conflicts with those requirements provided within the adopted International Property Maintenance Code, 2015 Edition. The portion of code listed below shall be removed and the remainder of code within this section shall be renumbered accordingly:

~~156-131 **Vehicle storage and repair.** No storage of any kind, nor motor vehicle repair work except for emergency services, is permitted in any open off-street parking or loading area except those provided for single-family detached or attached dwellings.~~

Section 6. Amendment to Planning & Zoning Board Appointments. The tenure for members appointed to the Zoning Board of Appeals and the Plan Commission has been established at 5 years. This shall be amended downward to 3 years as indicated below:

156-312 Planning Commission

(B) Appointments

(2) All successors to the original members shall be appointed for a term of five three years.

156-313 Zoning Board of Appeals

(B) Appointments

(2) All successors to the original members shall be appointed for a term of five three years.

Section 7. Effective Date. After its passage, the amended provisions of the Village Code, outlined herein, shall be effective and commence 10 days after this Ordinance is printed in book or pamphlet form and published by the authority of the corporate authorities.

**AN ORDINANCE AMENDING PORTIONS OF THE VILLAGE OF COAL CITY
CODE OF ORDINANCES ADOPTING THE 2021 INTERNATIONAL RESIDENTIAL CODE, AMENDING
THE TENURE OF THE PLANNING & ZONING BOARD APPOINTMENTS AND ELIMINATING A
CONFLICTING PORTION OF CODE REGARDING THE STORAGE OF VEHICLES WITHIN
RESIDENTIALLY ZONED PROPERTY**

SO ORDAINED this _____ day of _____, 2023, at
Coal City, Grundy County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

David Spesia, President

Attest:

Alexis Stone, Clerk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

RE: RATIFYING THE PREVIOUSLY ADOPTED UTILITY RATES

The Board has moved the consideration of the utility rates forward within the calendar so the annual decision is made prior to beginning the fiscal year in May. The same process was followed this past year when the upcoming year's fiscal budget was being considered along with the revenues necessary to support the expenditures. With the potential IEPA low interest loan funding being anticipated, the Board adopted a 7% increase to the rates in order to collect the revenue necessary to support the increased capital cost necessary to pay the debt connected to the water treatment plant expansion project.

As is usually done, the rates were adopted after discussing potential rate increases at the committee level and then recommending and adopting a final rate structure at the Regular Board Meeting. The new rates are adopted via motion and recorded within the minutes. That was completed as usual on March 22, 2023.

IEPA included within its paperwork that had been approved in order to gain financing to have the utility rate adopted via ordinance. This evening's ordinance has been prepared to simply ratify the rate that was previously adopted and is being charged without any changes. From this point forward, the village will prepare and consider an ordinance in the spring to consider additional utility rate changes when amending the rates.

Attached for your review is the memo from that meeting from which the board decided upon the new rate structure and the adopted minutes from that meeting as well.

Recommendation:

Adopt Ordinance No. ____: Ratifying the Utility Rates to be collected within the 2024 Fiscal Year.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING AND RATIFYING REVISIONS TO THE SCHEDULE
OF WATER AND SANITARY SEWER RATES
AND RELATED CHARGES
EFFECTIVE APRIL 1, 2023**

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DANIEL GREGGAIN
BILL MINCEY
PAMELA M. NOFFSINGER
DAVID TOGLIATTI

Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2023

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND RATIFYING REVISIONS TO THE SCHEDULE
OF WATER AND SANITARY SEWER RATES
AND RELATED CHARGES
EFFECTIVE APRIL 1, 2023**

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;

WHEREAS, the Village has authority, pursuant to the Illinois Municipal Code, to own, operate and maintain a potable water distribution system, providing potable water to the residents of the Village; and

WHEREAS, the Village has authority, pursuant to the Illinois Municipal Code, to own, operate and maintain a sanitary sewer system; and

WHEREAS, the Village does own, operate and maintain a sanitary sewer system and potable water system providing sanitary sewer services and potable water to the residents of the Village; and

WHEREAS, the Village is authorized to establish, revise and maintain rates and charges for water and wastewater and for the services associated therewith; and

WHEREAS, the Village has heretofore established rates and charges for its water and sewer services in accordance with the formulas set forth in Section 51-160 of the Village Code; and

WHEREAS, after careful consideration, the Village Board has determined that it is necessary, and in the best interests of the health, safety and welfare of the citizens of the Village of Coal City, to amend the Village Code to increase the water and sewer rates as provided herein.

WHEREAS, the Village Board desires to formally approve the rate changes contained herein by ordinance and to ratify all prior actions of the Village in revising water and sewer rates from time to time.

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. The President and Village Board (“Corporate Authorities”) hereby find that the foregoing recitals are a full, complete and accurate representation of the purpose and intent of this Ordinance, direct that the Ordinance be liberally construed to accomplish the purpose and intent herein described, and incorporate the recitals the same as though fully set forth herein. In the event that any provision or application of this Ordinance is found invalid or unenforceable, it is the desire of the Corporate Authorities for the court making such finding to treat the remaining provisions and alternate applications as severable from the invalidity or unenforceability and to remain in full force and effect to the maximum extent permitted by law.

SECTION 2. Revised Schedule of Rates and Charges.

The Village Code is hereby amended effective April 1, 2023 by adding those rates within Appendix A to the “Table of Fees & Fines” codified as Table 1 within Chapter 10 of the Village Code. Appendix A, as such shall be in force and effect, shall be available for public inspection at the Office of the Village Clerk.

SECTION 3. Rate Effective Date, Ratification. The water and sewer rates established herein are hereby approved and ratified, *nunc pro tunc*, and shall be in full force and effect for water bills issued by the Village of Coal City on and after April 1, 2023. All prior actions undertaken by the Village Administrator and Village Board to adopt or establish rates and charges for water and sewer service consistent with the rates and charges set forth herein are hereby approved and ratified.

SECTION 4. Resolution of Conflicts.

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

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

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

SO ORDAINED this _____ day of _____, 2023, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

APPENDIX A

Rates / Charges


<i>Water Usage</i>		<i>Water & Sewer Rate</i>	<i>Water Only</i>
0 – 5,999	gallons	\$ 14.63	\$ 9.51
6,000 – 20,999		16.30	10.60
21,000 +		15.63	10.16
Contractor Business Direct Fill Rate		\$21.19	per 1,000 gallons of water
Sanitary Modernization Project Debt Payment		\$5.00	per month/per utility account

Resolution 23-04, amending the FY23 Budget to allow necessary expenditures was presented to the Board by Mr. Fritz. He explained that five funds are impacted and need to be adjusted. He explained the affected line and the adjustments necessary to align with the FY23 Budget. R. Bradley moved to adopt Resolution 23-04 amending the FY23 Budget to allow for necessary expenditures, second by Togliatti. Roll call-Ayes; Togliatti, R. Bradley, Spesia and Beach. Nays; none. Absent; Greggain and T. Bradley. Motion carried.

Discussion was held regarding the new rates for utility billing. Mr. Fritz explained that the topic was presented at the recent water and sewer committee meeting and the recommendation for the FY24 rates is an increase of 7%, the garbage rates will remain the same and the \$5.00 per month per account surcharge will continue. Mr. Fritz explained the basis for the increase. R. Bradley moved to approve the new rates for FY24 to include an increase, beginning June 2023, the garbage rate remaining the same and the \$5.00 surcharge to continue, second by Togliatti. Roll call-Ayes; Togliatti, R. Bradley, Spesia and Beach. Nays; none. Absent; Greggain and T. Bradley. Motion carried.

Ryan Hansen presented the results of the bid letting held on March 20, 2023 for the 2nd Avenue Storm & Water Main Improvements. Mr. Hansen explained the scope of the project and the affected area. There were two bidders with the apparent lowest bidder being D Construction of Coal City, Illinois, with the bid amount of \$1,263,317.10. The engineers estimate for the project was approximately \$1.25m. Spesia moved to approve the lowest bidder, D Construction, in the amount of \$1,263,317.10 for the work involved at N. 2nd Avenue to improve utilities within the neighborhood focused primarily upon storm drainage, water main replacement along with road restoration, second by R. Bradley. Roll call-Ayes; Togliatti, R. Bradley, Spesia and Beach. Nays; none. Absent; Greggain and T. Bradley. Motion carried.

Chief Harseim announced the resignation of Officer Kasher effective April 3, 2023. It is the determination of the Fire & Police Board of Commissioners to select Officer Kashers replacement. Spesia moved to authorize Mayor Halliday to submit a letter to the Fire & Police Board of Commissioners to hire an additional full-time officer, second by Togliatti. Roll call-Ayes; Togliatti, R. Bradley, Spesia and Beach. Nays; none. Absent; Greggain and T. Bradley. Motion carried.



MEMO

TO: Mayor Halliday & the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 22, 2023

RE: FY24 UTILITY BILLING RATE INCREASE RECOMMENDATION

Each year, the Village reviews its Combined Water & Sewer Utility rate and estimates total expenses according to the formula $C = OMR + CI + DS/WS$; i.e. The total charge per gallons equals the cost for operation, maintenance and replacement plus capital improvement and debt service all divided by the total usage expected to take place in one year's time. This information is provided below. Rates over the past three years have been minimal – the onset of COVID-19 at the time rates were considered in FY21 resulted in no increase in the base utility rates. FY22 resulted in a 2.65% increase in the utility rate followed by 2.75% last year. Coal City utility customers saw the return of a \$5.00/month sanitary surcharge on each account last year, which resulted in some additional utility cost.

The past year has brought with it some large inflationary pressure while the IEPA requirements for water production require a planned treatment plant expansion. In order to collect the proceeds necessary to begin paying the IEPA debt estimated to add another \$281,000 of annual debt by the time the funding closes in FY25 a 7% increase to the base utility rate is recommended.

Below are the amounts being budgeted for expenditure in the upcoming FY24 budget –

Operations (O) = \$1,306,662

Personnel expenditures of \$728,345 and other operational costs within the proposed FY24 budget at \$578,317. This represent a 3.26% increase over the operational costs approved within last year's budget.

Maintenance (M) = \$381,000

The repair and maintenance line items included within the budgeted line items allow for the regular expenditures on infrastructure throughout the year. Items to be maintained within this year's budget include repainting of the North Water Tower.

Replacement (R) = \$99,000

Within this portion of the rate is a contribution towards patching for the road repair and the replacement of vehicles within the response fleet – this year the water main response box van is to be replaced.

Capital (CI) = \$131,335

This expense is due to the new capital allotment within the rate to begin collecting funds for the water treatment plant expansion project; in the future, this shall become debt service to make the required annual payments.

Debt Service (DS) = \$117,350

The annual payment for the South Water Tower supply, which provides approximately half of the water supply for the Coal City Fire District and the payment towards the Prairie Oaks project contribute to this cost.

Water Sold (WS) = 120,800

This is a 3.4% reduction in overall consumption. Since the total needs are spread amongst total consumption, this reduction impacts the overall rate increase. This is the first reduction since new meters had been fully installed across the community.

	<u>FY22 Rate</u>	<u>FY23 Rate</u>	<u>FY24 Rate</u>	<u>Change from last rate</u>
Operations (O)	\$1,161,169	\$1,265,451	\$1,306,662	\$41,211
Maintenance (M)	444,250	266,000	381,000	115,000
Replacement (R)	41,000	203,000	99,000	(104,000)
Capital (CI)	92,816	0	131,335	131,355
Debt Service (DS)	137,349	252,350	117,350	(135,000)
Water Sold (WS)*	125,060	125,060	120,800	(4,260)

*Number represents thousands of gallons consumed

This formula results in total charges of \$1,914,609 being collected from 120,800,000 gallons of consumption. If the Village did not have a decelerating rate structure, the flat rate cost for 1,000 gallons of water would equal \$15.85. The amount of revenues collected from the water/sewer rate represents 94% of the annual revenues for the utility; the remainder comes from other line items such as penalty fees which offset the remaining annual expense for providing this utility.

If the Board was reliant solely upon the water/sewer rate for all of the revenues to fund the Utility Fund (#51), an increase of 13.72% would be necessary. The debt service planned for the current FY24 budget shall continue to rise. Although the revenue required for the Sanitary Modernization Project has been removed from the utility rate due to the Board deciding upon a user surcharge being used to accumulate the required debt payment, the addition of a new 20-year IEPA Loan for the Water Treatment Plant Expansion Project is beginning to be included. In order to secure these funds, the Board pledged the current recommended 7.0% increase along with additional fee increases in the future. However, this project can be subsidized with available TIF revenues; dependent upon the availability of such funds and the final construction cost of the planned project, future predicted rate increases could be slightly or fully abated.

The information provided below is the statistics behind the bi-monthly bills on a month-to-month basis. This represents what took place across the last year.

These Statistics represent February of 2022 thru February of 2023

<i>Total 1,000 Gals. (bi-monthly)</i>	<i>1-5,999</i>	<i>6,000-20,999</i>	<i>21,000 +</i>
Number of Bills	6,570	7,471	430
Total Consumption	20,859	71,218	27,543
Total Cost Billed	\$286,087	\$1,023,400	\$355,268
Avg. Consumption	3	9	64
Avg. Billed	\$43.54	\$136.98	\$826.20
<u>Rates</u>			
<i>Water & Sewer</i>	\$13.67	\$15.23	\$14.61
<i>Water Only</i>	8.90	9.90	9.50

Return of the Monthly Surcharge

Within the last year, the Village of Coal City sold the Sanitary Modernization Project Alternative Bonds to secure the funding of these necessary improvements. In order to collect the necessary funding, \$5.00 per month was added to the utility accounts in order to assist with collecting the funds necessary to pay the annual debt payment related to this project. These fees shall result in a projected fund balance of \$145,475 by the end of the fiscal year. The first full year's debt payment of \$293,375 is due prior to the beginning of December which means another \$147,900 must be collected within the first two billing periods of the FY24 fiscal year; the \$5.00/month user fee will result in estimated collections of \$48,700. In order to collect the total amount, an increase in the surcharge of \$10.20 would be necessary to collect the full payment. Rather than passing this increase onto the utility payers, surplus TIF funds have been allocated to cover the planned shortfall of \$99,200.

Garbage Collection Fee

The Village will be entering year three with its hauler, Environmental. Although the rates will be increasing slightly above total collections, the Village Board may utilize existing fund balance to avoid an increase in the garbage collection portion of the bill for this upcoming year. Allowing it to remain will likely require an increase of \$2.00/month at this time next year due to another annual increase being added during the next year of the contract as well. Should the fee remain for residents at \$23.00/month, Fund #52 is expected to decline from its end of year FY23 balance by another \$35,000. This would be the third year in a row residents would pay the same monthly amount for their garbage services.

Resulting Utility Bill Increases

Although the recommended increase within the utilization rate is 7% the effective rate is much less upon the individual users' utilization of the system. In addition, the water/sewer usage is only a portion of the overall bill. Below is the projected utility bill increase for the average residential consumption rates of 3,000 and 9,000 gallons per 2-month billing period –

<u>Sample User</u>	<u>FY23 Overall Utility Bill</u>	<u>FY24 Overall Utility Bill</u>	<u>Overall %</u>
3,000 gallons	\$97.01	\$99.89	2.97%
9,000 gallons	185.27	194.35	4.90%

Recommendation:

Increase the utility rates for the upcoming fiscal year with the billing to be provided to residents in June as follows:

<u>Water Usage</u>	<u>Water & Sewer Rate</u>	<u>Water Only</u>
0 – 5,999	\$ 14.63	\$9.51
6,000 – 20,999	16.30	10.60
21,000 +	15.63	10.16

The Garbage Fee will remain at its current rate of \$23.00 per month, which is \$46.00 per billing.

Each Account shall be charged a \$5.00 per month surcharge to repay the sanitary modernization project currently being constructed as had been charged in the past.

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

RE: SURPLUS PD SQUAD#76 ORDINANCE

The Police Department maintains its fleet of vehicles in order to rotate the new cars for utilization and allow the oldest units that should no longer be maintained to become surplus. Prior to the village getting rid of this type of equipment, the Board must declare the property to be surplus. This ordinance will take this action.

Usually, surplus equipment will be made available on a third party governmental sales site – govdeals.com. In this case, Chief Harseim believes this surplus piece of equipment would be a worthwhile contribution to the county's ProACT effort. Once the equipment is declared surplus, staff may dispose with the property in an adequate manner. Chief Harseim has within his updates within the meeting agenda an informational item that he intends upon contributing this surplus former squad car to Grundy County to be utilized by this special response unit.

Recommendation:

Adopt Ordinance No. ____: Declaring former Squad Car #76 as surplus personal property.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 23-_____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN PERSONAL PROPERTY, THE POLICE DEPARTMENT'S 2014 FORD
TAURUS SQUAD CAR**

DAVID SPESIA, President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DAN GREGGAIN
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN PERSONAL PROPERTY, THE POLICE DEPARTMENT'S 2014 FORD
TAURUS SQUAD CAR**

WHEREAS, the corporate authorities of each municipality may make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4, grants municipalities, with a population less than 500,000, the authority to dispose of personal property it determines by a simple majority of the corporate authorities to be no longer useful and necessary; and

WHEREAS, the President and Board of Trustees of the Village of Coal City find that continued Village ownership of the PD Squad Car – Unit #76, which has outlived its useful life and is a 2014 Ford Taurus, VIN #1FAHP2L86EG105366, is no longer useful or necessary.

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

Section 1. Recitals. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Disposition of Property. That the Village Administrator for the Village of Coal City is hereby authorized to dispose of the aforementioned personal property.

ORDAINED this _____ day of _____, 2023, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

**RE: CONSIDERATION OF A VARIANCE TO THE SHED CONSTRUCTION
REQUIREMENTS AT 75 E. BARNEY WAY**

Wayne Smith, the owner at 75 Barney Way, would like to keep his existing shed placed in a non-conforming location within his rear yard. The original shed was located with some distance from the neighbors, but the shed's addition and location did not conform to the village code. Mr. Watson went to site the location and demand the new addition be removed since it did not meet code, but the petitioner requested the Board consider a variance for the shed after-the-fact to enable it to remain. This request superseded the Inspector's demand to remove the structure.

After an initial petition became invalid due to Mr. Smith missing one of the public notice requirements, the petition was renewed following an exchange with the Planning & Zoning Board during its "public comment" portion of the May 1st public meeting. At that time, some suggestions included ensuring the roof line and finish was consistent throughout the original structure and its addition, adding fireproofing due to its placement within the required setback, and securing the foundation to the ground properly.

After the adjacent neighbors had been notified, many of them spoke in opposition of granting relief from the village code in addition to two letters that were received for the file as well. The Zoning Board of Appeals (ZBA) after considerable consideration of the petitioner's request unanimously rejected the variances to allow the shed to stay or be altered 6-0.

The attached ordinance has been prepared as though the Board of Trustees would grant the petitioner's request. A motion must be made for the ordinance's consideration because the village code has a limited amount of time by which variance petitions must receive their final determination. Trustees who support and second the prepared ordinance's consideration are not required to vote in favor of its adoption. A vote of yes would allow the petitioner's request to be granted, which would go against the findings of the ZBA. A vote no against the adoption of the ordinance would require the shed addition to be removed and be consistent with the findings of the ZBA.

Recommendation:

Oppose Ordinance No. ____: Granting Variances at 75 E. Barney Way to allow a shed addition to remain within the current area of the rear yard.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Wayne Smith
Address: 75 Barney Way Phone number: 815-325-9026 (Text) (only)

Owner represented by: Self ☒ Attorney ☐

Contract purchaser ☐ Other agent ☐

Agents name ☐ Phone number: ☐

Address: ☐

Existing zoning: RS-2 Use of surrounding properties: North RS2 South RS2

East RS2 West RS2

What zoning change or variance: (specify) Variance to allow a shed closer than 3ft. to a property line and to allow shed over 100sq.ft. without a concrete pad.

To allow what use Storage

Tax number of subject property: 09-02-357-007

Common address of property: 75 Barney Way

Parcel dimensions: 130x90 Lot area (sq. ft.) about 10,500sq. ft.

Street frontage 90 ft. of Barney Way

Legal description Coalfield Estates 3rd Addition lot 45, Section 2-32-8

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

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

Wayne Smith, being first duly sworn, on oath deposes and says,
Applicant's Name

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

Subscribed and sworn before me on this 2 day of May 2023

C. McKeefery
Notary Public (Seal)



Wayne P. Smith
Signature of Owner

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

Please note the number of pages attached. _____

FOR OFFICE USE ONLY

Case number

2A-364

Location of hearing

Filing date

5-2-23

Village Hall

Hearing date

6-5-23

515 South Broadway

Filing fee

\$ N/C

Coal City, Illinois

Hearing time

7p



THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
REQUIRED SIDE YARD SETBACK, SEPARATION AND OTHER PORTIONS OF THE
ZONING CODE AT 75 E. BARNEY WAY IN THE VILLAGE OF COAL CITY**

DAVID SPESIA, President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIM BRADLEY
DAN GREGGAIN
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2023

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
REQUIRED SIDE YARD SETBACK, SEPARATION AND OTHER PORTIONS OF THE
ZONING CODE AT 75 E. BARNEY WAY IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for variance from 156.72 of the Village of Coal City Zoning Code ("Zoning Code") was filed by Wayne Smith ("applicant") on May 2, 2023 to construct an addition for storage within the side yard along the boundaries of the property; and

WHEREAS, the standards provided within Table 4 regarding the minimum side yard setback is 8' and the intended setback is planned to allow no setback, whilst the total shed footprint shall exceed 100 square feet requiring a proper foundation to be poured and the current structure does not possess adequate exterior protection; and

WHEREAS, a public hearing was noticed and duly held on June 5, 2023; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on June 5, 2023, and considered passage of the variance request to the Board of Trustees; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on June 5, 2023 to consider passage of the variances but did not favorably recommend granting the relief from the code requested within the variance petition due to a 6-0 rejection of the petitioner's request; and

WHEREAS, the failure of the petitioner to adequately prove the hardship necessary to provide a positive recommendation are recited within Exhibit A; and

WHEREAS, conditions have been included within this ordinance to minimize the total resulting variance from the Village Code; and

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

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

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

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

Section 2. Findings of Fact. Findings of Fact. The Board of Trustees find as follows concerning the Variance for 75 E. Barney:

- A. **Unnecessary Hardship.** The variance for which the petition was provided will alleviate the need for additional storage within the rear yard extending the total square footage within the existing shed for necessary storage.
- B. **Preserves Rights Conferred by the District.** The utilization of this residential property is consistent for which the yard had been utilized formerly and such storage of additional possessions is conferred upon residential properties.
- C. **Necessary for Use of the Property.** The variances to be provided are necessary for the utilization of this residential property.
- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan.

Section 3. Description of the Property. The property is located at 75 E. Barney Way in the Village of Coal City within an RS-2 District.

Section 4. Public Hearing. A public hearing was advertised on May 17, 2023 in the Coal City Courant and held by the Planning and Zoning Board on June 5, 2023, at which time a majority of the Planning and Zoning Board members denied the petitioner's Variance(s) Request.

Section 5. Variances. The variance requested in the May 2, 2023 Variance Application to the Zoning Code are granted to allow the construction of additional storage attached to the existing shed without any setback on the interior side yard.

Section 6. Conditions. The variance is granted herein contingent and subject to the following conditions:

- A. The exterior of the shed shall be altered so as to allow the roof line of the existing shed to continue westward atop the shed's addition; and
- B. All exterior of the shed shall receive a consistent exterior treatment that is consistent complying with the IRC and IPMC code requirements; and
- C. All portions of the shed shall be properly anchored so as to allow the existing shed and its addition to be anchored consistently throughout its total square footage; and
- D. Proper fire rating treatment improvements shall take place within the shed ensuring proper fire rating shall be maintained within the building envelope of the addition (requiring additional fire protection along all exterior sides of the shed and its ceiling and floor without any air gaps or leakage).

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

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

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

SO ORDAINED this _____ day of _____, 2023, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

EXHIBIT A

Findings of Fact. The Zoning Board of Appeals determined the following concerning the Variances for 75 E. Barney Way:

1. **Special Circumstances Not Found Elsewhere.** The applicant provided testimony that this residential property was like a majority of the neighboring properties and did not present a special circumstance or consideration.
2. **Not Resulting From Applicant Action.** The existing shed had been added onto without permit in a manner inconsistent with the allowances for such structures within the RS-2 zoning code requirements.
3. **Unnecessary Hardship.** The applicant did not provide significant reasoning for a hardship existing necessitating the expansion of the existing shed in the manner completed previously or requested to be altered allowing the structure to stay within the same portion of the rear yard.
4. **Preserves Rights Conferred by the District.** The shed may infringe upon setbacks in a manner that has been allowed elsewhere but the shed's addition was not constructed in a manner to be within those rights within the petitioner's residential neighborhood.
5. **Necessary for Use of the Property.** Due to abundant additional square footage existing in which such an improvement could be properly constructed, the variances were not deemed necessary.
6. **Consistency with the Local Area and Comprehensive Plan.** The shed addition is not consistent with the Comprehensive Plan.
7. **Minimum Variance Recommended.** Due to the additional available square footage, other improvements were deemed much more viable for storage capacity rather than the shed addition that had been constructed without a permit.

A majority of the criteria were not met resulting in a unanimous rejection of the petitioner's variance request.

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

RE: CHIEF HARSEIM EMPLOYMENT CONTRACT ADOPTION

Mayor Spesia has been negotiating Chris Harseim's second contract for employment as Chief of Police for the Coal City Police Department. Chief Harseim continues to lead the department through a tumultuous time as the tenure of officers has greatly lessened due to many external factors such as a great deal of attrition at larger departments pulling personnel from smaller municipalities without the same revenue sources to support the same level of personal cost.

Village Attorney, Mark Heinle, has prepared the final employment agreement to the recommended Resolution in order to capture the terms of employment for Chris Harseim's next four years leading the Coal City Police Department.

Recommendation:

Adopt Resolution No. ____: Providing an Employment Agreement with Chris Harseim to Continue as Chief of Police through April 30, 2027.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
VILLAGE OF COAL CITY AND CHIEF OF POLICE CHRISTOPHER R. HARSEIM
(2023-2027)**

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DANIEL GREGGAIN
BILL MINCEY
PAMELA M. NOFFSINGER
DAVID TOGLIATTI

Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City on _____, 2023

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE
VILLAGE OF COAL CITY AND CHIEF OF POLICE CHRISTOPHER R. HARSEIM
(2023-2027)**

WHEREAS, the Village of Coal City ("Village") is an Illinois municipal corporation, organized and operating pursuant to the Constitution and 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 President is desirous of re-appointing Christopher R. Harseim ("Harseim") to the office of Chief of Police; and

WHEREAS, the Village Board concurs with said appointment;

WHEREAS, the Corporate Authorities have considered the terms and conditions of the *Employment Agreement between the Village of Coal City and Christopher R. Harseim as Chief of Police*, a copy of which is marked "**Exhibit A**," attached hereto and by this reference incorporated herein (the "Agreement") and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

WHEREAS, the Village and Harseim mutually desire to enter into the Agreement; and

WHEREAS, the parties shall be bound by the terms described more fully in the Agreement.

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. AUTHORIZATION OF ENTRY INTO EMPLOYMENT AGREEMENT.

A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Employment Agreement between the Village of Coal City and Christopher R. Harseim as Chief of Police, a copy of which is marked "Exhibit A," attached hereto and incorporated herein (the "Agreement") and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.

B. The Village Clerk is further authorized and directed to retain a copy of the original, fully executed Addendum on file in her office for public inspection.

C. Village officials and staff 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 and approval in the manner provided by law.

SO RESOLVED this _____ day of _____, 2023, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2023.

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND
CHRISTOPHER R. HARSEIM AS CHIEF OF POLICE

[Attached on following pages]

**EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF COAL CITY AND
CHRISTOPHER R. HARSEIM AS CHIEF OF POLICE**

This Employment Agreement ("Agreement") is made and entered into as of this 15th day of June, 2023 ("Effective Date"), by and between the Village of Coal City, Grundy & Will Counties, Illinois ("the Village"), and Christopher R. Harseim, ("Harseim"), Grundy County, Illinois. The Village and Harseim are hereinafter sometimes jointly referred to as the "Parties." In consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Term of Employment

1. The Village hereby employs Harseim as the Village's Chief of Police through the term of this Agreement, and Harseim hereby accepts employment with the Village in this capacity, subject to all of the terms and conditions contained in this Agreement. Harseim's employment pursuant to the terms and conditions contained in this Agreement shall commence on the date of execution by both Parties and shall end on May 12, 2027 unless terminated earlier pursuant to the terms of this Agreement.

Duties and Responsibility

2. As Chief of Police, Harseim shall perform the primary functions of management and supervision of the Police Department. Duties within this context shall be further definable by the Village President (Mayor), and the Village Board. His duties will include but not be limited to the following:
 - a. Assume duties as the active head of the Police Department, assign personnel for duty and special assignments.
 - b. Maintain charge and custody of all property pertaining to the Police Department.
 - c. Formulate rules, policies, and procedures governing the activities of the Police Department.
 - d. Develop and enforce policies, rules, procedures and work methods to be followed by members of the Police Department, and take necessary steps to ensure the provision of police operations.
 - e. Supervise the overall operations of the Police Department.
 - f. Maintain authority and accountability for all fiscal and financial operations of the Police Department. Prepare and submit the annual proposed Police Department budget to the Village Administrator.

- g. Assume responsibility for the control of Police Department expenditures and preparation of fiscal reports.
- h. Evaluate the performance of subordinate personnel.
- i. Provide for fair, equitable, and effective discipline within the Police Department in a manner consistent with existing laws and ordinances, Departmental rules and regulations, and the collective bargaining agreement then in effect.
- j. Represent the Department at public and private gatherings in a manner that establishes positive public relations.
- k. Participate in Police Department labor negotiations and union contract enforcement on request and at direction of Mayor.
- l. Enforce the Village's ordinances and performing any such duties which may be assigned to him from time to time by the Village Board.
- m. Perform and/or direct other duties as may be required including responding to calls for police service, investigating cases, and preparing reports.
- n. Set the example for other members of the Police Department by abiding by all Police Department rules and policies, and accepting all responsibilities.
- o. Prepare and effectively present written and oral informational material relating to the activities of the Police Department to the Village Board at regular Board meetings and as otherwise requested by the Mayor or Village Board.
- p. Communicate with the media as necessary.
- q. Prepare and disseminate materials (electronic or print) informing the public of activities of the police department (i.e. e-alerts, newsletter articles, press releases, etc.)
- r. Report to the Mayor and Board of Trustees and keep the Village Administrator apprised of relevant developments in the Police Department.

In exchange for the benefits contained within this contract, Harseim agrees to work a minimum of 40 hours a week for the Village. Due to work completed in excess of 40 hours of work within a week, the Mayor shall be reasonable in allowing weeks with less than 40 hours of work according to the Chief and Mayor's mutual agreement.

Compensation

3. The compensation terms shall be as follows:

- a. Retroactively effective beginning May 1, 2023, as compensation for services rendered under this Agreement, Harseim shall be entitled to receive a salary based on an annual yearly rate of One Hundred Six Thousand Five Hundred Ninety and no/100 Dollars (\$106,590.00), payable in installments in accordance with the Village's usual and customary payroll practices, less applicable withholding for taxes and other deductions required by law or court order or requested in writing by Harseim. The Parties agree that the retroactive pay increase shall be calculated by subtracting Harseim's compensation that has been or will be paid by the Village to Harseim for the period from May 1, 2023 through June 14, 2023 ("Retro Pay Period") pursuant to the terms of Harseim's previous employment agreement from the pro rata compensation covering the Retro Pay Period as provided under this Agreement ("Retro Pay Calculation"). The Parties further agree that the retroactive increase determined by the Retro Pay Calculation shall be paid out in a one-time lump-sum payment of \$1,336.80, less applicable withholdings, which is mutually deemed the pro rata increase amount for Retro Pay Period. Effective May 1, 2024, the Village agrees to pay Harseim an annual salary of \$112,000.00. Effective May 1, 2025, Village agrees to pay Harseim an annual salary of \$115,267.00. Effective May 1, 2026, Village agrees to pay Harseim an annual salary of \$116,000.00. The Village agrees to pay Harseim in equal installments (other than the one-time lump sum payment referenced hereinabove) on a bi-weekly basis during the term of this Agreement. The position of Chief of Police will be an exempt position as defined under the Fair Labor Standards Act.
- b. Harseim shall receive external equity stipends in addition to the base compensation set forth in Subparagraph 3.a. above in accordance with the following schedule:

November 1, 2023: \$5,000.00

November 1, 2024: \$3,000.00

November 1, 2025: \$2,000.00

If the Parties terminate the Agreement prior to receiving any of the stipend payments, such payments shall be nullified.

Benefits

4. a. Insurance and Pension: Harseim shall be entitled to participate in the Village-established 457 deferred compensation plan. Harseim shall continue to participate in the Coal City Police Pension Plan, medical and dental insurance plan, group life insurance plan, disability plan, or any other employee benefit plan which

is presently existing or which may be established in the future by the Village, which is generally made available to the Village's non-sworn employees. Such right to participation shall be in accordance with the terms and conditions of the particular plans in force and effect at the time and in accordance with federal and state law pertaining to the subject matter thereof.

- b. Vacation Leave: Harseim shall be entitled to 25 vacation days each year throughout the term of this Agreement, pro rated for partial years, beginning on May 1, 2023 ("Commencement Date"). Except as otherwise approved by the Mayor and the Board of Trustees in writing, all vacation time must be used during the term of this Agreement and at such times and in such increments as are approved in advance by the Mayor or Village Board. Harseim shall be entitled to receive compensation for up to 10 unused vacation days at the end of each calendar year, which shall be cashed out at his rate of pay in effect on December 31 of each year. Vacation time that is not used or compensated each year as provided above shall be forfeited on December 31 of each year. In the event of Harseim's termination, either voluntarily or by the Board of Trustees, he shall be entitled to receive the amount of any unused vacation leave, to be paid in accordance with Village policies and procedures.
- c. Personal Days: Harseim shall be entitled to 4 personal days each year throughout the term of this Agreement. Personal days that are not used during the term of the Agreement shall be forfeited at the end of the contract term.
- d. Sick Leave: Except as otherwise provided herein, Harseim shall accrue and use sick leave during the term of the Agreement, and be eligible for payout of accrued but unused sick leave consistent with Village personnel policies articulated in the Coal City Employee Handbook and Ordinances, as amended from time to time. Notwithstanding the foregoing, the parties acknowledge and agree that Harseim has accumulated 1,250 hours of unused sick time prior to the Effective Date of this Agreement and that Harseim is limited to accumulating a maximum unused sick leave of 1,250 hours. The Parties further understand and agree that upon separation from his employment with the Village, Harseim shall receive a lump sum payment equal to 40% of his unused sick time at his then-current rate of pay, up to a maximum of 1,250 hours, provided that he has not been terminated for cause.
- e. Holidays: Harseim shall be entitled to holidays on those days and under the terms specified in the holiday schedule in the Village's personnel policies.
- f. Professional Development: Upon written approval of the Mayor and the Village Board or their designee, Harseim is eligible to attend professional development seminars that will enhance his current job skills consistent with Village policies. Said written approval will occur after the Mayor and Board review a written request by Harseim containing the seminar description and cost.

- g. Other Benefits: Harseim shall be allowed such other privileges, leaves and fringe benefits not specifically enumerated herein, as are extended to all other Village employees, except as otherwise modified above.
- h. Uniform Allowance: Harseim shall receive a \$1,000.00 uniform allowance upon the Effective Date of this Agreement and on May 1st of each subsequent year. Notwithstanding the foregoing, if Harseim has already received a \$1,000.00 uniform allowance during calendar 2023 pursuant to the terms of a previous contract, then the Parties acknowledge and agree that the Parties do not intend for Harseim to receive two uniform allowances during any single calendar year and therefore the first uniform allowance payable under this Agreement would be May 1, 2024. This annual uniform allowance shall be utilized for the purchase and replacement of uniforms or accessories necessary in the performance of his duties as Chief of Police for the term of this Agreement.

Village Vehicle

- 5. Harseim is considered to be on call for various emergency responses and, as such, shall be provided with a Village vehicle and gas for emergency and routine job duties, within or outside the Village of Coal City. Such vehicle may also be driven between Harseim's home and work. The provision of a Village vehicle is not a benefit, but is assigned as a necessary tool for Harseim's job responsibilities.

Outside Work/Activities

- 6. Harseim shall devote such time, skills, labor and attention to the business and affairs of the Village as is necessary to properly perform his job responsibilities and administer the business of the Village. During the term of this Agreement, Harseim shall not engage in any activities or perform services as an employee, independent contractor or consultant for his own business or the business of a third party unless approved in advance by the Board and further provided such activities or services does not conflict or otherwise interfere with his duties and obligations to the Village. The approval of this Agreement by the Board shall indicate that the Board approves Harseim's current outside private employment, but such determination shall be the subject of ongoing evaluation and is subject to change. Any expansion of Harseim's private business obligations is strictly prohibited. Harseim has a duty to promptly report to the Mayor any changes in the nature or extent of his private employment.

Residency

7. The parties acknowledge and agree that Harseim's residency within the Village of Coal City enhances his ability to perform his duties as Police Chief as well as increasing the trust and loyalty of members of the community. Therefore, as a condition to continued appointment to the position of Chief of Police, Harseim must maintain his residency within the Village of Coal City.

Employee Organizations

8. The Village encourages Harseim to participate in the activities of professional organizations to the extent such involvement will be beneficial to his performance as Chief of Police. In this regard, the Village shall pay the annual membership dues for such organizations as the Mayor or designee agrees results in such benefit to the Village. The Village reserves the right, in lieu of paying the cost of an individual membership for Harseim, to secure any such memberships in the name of and for the Village of Coal City in such organization(s).

Harseim may attend locally conducted professional organization meetings, seminars and workshops which he and the Mayor or the Mayor's designee determine will be beneficial to the Village of Coal City and to Harseim's performance in the above-listed responsibilities.

The Village shall reimburse Harseim for all reasonable expenses incurred in attending such activities. With the prior approval of the Mayor and the Village Board, Harseim may attend conferences of a professional organization whose activities are related to his job responsibilities.

The Village shall pay all reasonable costs and expenses necessary for Harseim to attend such conferences, in accordance with applicable Village ordinances from time to time in effect.

Termination of Employment by Harseim or Village

9. Harseim acknowledges that he serves as Chief of Police at the will of the Village President, with the advice and consent of the Village Board. Harseim's employment with the Village under this contract shall continue only as long as the services rendered by him are satisfactory to the Mayor and Village Board. The Board may conduct periodic reviews of Harseim's performance, which may be used to determine his continuation in his position. Should the Mayor or Village Board deem Harseim's performance less than satisfactory, the Village may terminate Harseim as Chief of Police. In addition, Harseim may be terminated from his Chief of Police position by the Village without cause.

- a. Should Harseim be terminated without cause, severance benefits shall be paid to Harseim when employment has been terminated. In addition to the extension of

health insurance and life insurance benefits, a monetary severance equal to 3 month's salary shall be paid in a lump sum, less applicable withholdings, unless otherwise agreed to by the Village and Harseim. For a period of 3 months following a termination without cause, the Village shall pay Harseim's contribution to the cost to continue health insurance coverage for himself and any dependents as well as Harseim's life insurance. Harseim shall also be compensated for all accrued vacation time and other accrued but unused benefit time as allowed to other terminated employees.

- b. Harseim may terminate his employment with the Village upon forty-five (45) calendar days' written notice. In such event, Harseim will continue to render his services and receive his normal compensation up to and including the date of termination.
- c. For purposes of this Section 9, the Village's failure to re-appoint or otherwise renew Harseim's contract at any time shall not be considered a termination of his employment with the Village and the provisions of this paragraph shall not apply.

Indemnification

- 10. The Village shall indemnify Harseim as required by Illinois law.

Assignment

- 11. The parties agree that this Agreement is personal to the Village and Harseim and cannot be assigned by either party without the prior written consent of the other.

Amendment and Waiver

- 12. This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the parties; it may not be altered or amended except by a subsequent agreement in writing signed by both parties. The Village and Harseim agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation or any other provision or obligation under this Agreement.

Severability

- 13. If any provision of this Agreement is held invalid by any court of law, such provision shall be deemed eliminated from this Agreement or shall be so modified. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

Notices and Written Consents

14. Any notice or written consent required to be given under this Agreement shall be deemed properly given if in writing and sent by personal delivery or by registered or certified mail, return receipt requested. When sent, notices of written consents shall be addressed to the Village at Village Hall and to Harseim at his last address listed in Village records. Personal delivery to the Village of any notice or written consent may be effected by personal delivery to the Village President and Administrator. Notice shall be considered communicated, and consent shall be considered given, as of the date it is actually received, in the case of personal delivery and five business days after mailing in the case of delivery by registered or certified mail.

Binding Effect

15. This Agreement shall be deemed binding on any successor members of the Board or their agents, for the purposes stated herein.

Construction

16. The headings and paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF COAL CITY

CHRISTOPHER R. HARSEIM

By:

David A. Spesia, Village President

Christopher R. Harseim

Attest:

Alexis Stone, Village Clerk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

**RE: APPOINTMENTS AND RE-APPOINTMENTS TO THE
BOARD OF FIRE & POLICE COMMISSIONERS AND THE
PLANNING & ZONING BOARD**

Upon the adoption of a text amendment ordinance this evening, the term for a Planning & Zoning Board member shall be placed at the same amount of years as the other appointed boards – 3 years. This will be consistent with the term of all of the other appointed boards aside from the Police Pension Board (2-year terms).

The Planning and Zoning Board consists of 7 members appointed from the community to review variances, subdivisions, and map amendments from Coal City residents. One of the positions within the board was open without a candidate while two of the other positions possessed members who were beyond their appointment tenure. This evening's recommendation shall allow the first-time appointee to serve the newly established 3-year term while two of the board's members shall receive a 1-year appointment in order to get all of the future re-appointments to properly align for their possible appointment at the next appointed term's conclusion.

The Board of Fire & Police Commissioners is charged with statutory duties related to the appointment and promotion of public safety officers as well as limited personnel appeal functions. Upon the election of Mayor Spesia, two of the three Commissioners provided their notice they would like to step down from their service to Coal City in this capacity. The remaining member is serving beyond his appointed term. At this point in time, Mayor Spesia has found three new members to establish a whole new board. In compliance with Mayor Spesia's appointment authority, the appointees specified below are to be considered for appointment in the manner set forth between both of these boards:

<i>Appointed Board</i>	<i>Appointee</i>	<i>Term Expiration</i>
Planning & Zong.	Richard Crotteau	June 14, 2024
Planning & Zong.	John Hawkinson	June 14, 2024
Planning & Zong.	Cody Krug	June 14, 2026
Board of F&P Commsnrs.	Stephanie Enerson	June 14, 2024
Board of F&P Commsnrs.	Jay Lusson	June 14, 2025
Board of F&P Commsnrs.	Thomas Youskevitch	June 14, 2026

Recommendation:

Confirm Mayor Spesia's Slate of Appointees to the Planning & Zoning Board and the Board of Fire & Police Commissioners as presented.

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

RE: OPENING SURPLUS PROPERTY BIDS FOR BIG TIMBER OUTLOTS

The Village advertised the availability of outlots that become the possession of the Village along Big Timber due to the default of the subdivision's developer. These outlots include a large parcel at the end of the existing roadway and two smaller parcel located east of the established retention pond for the subdivision.

Following the prescribed method of making this land available for sale, the lots were advertised within the local paper across three weeks' time; that advertisement is attached. In addition, the bids that were received by the required date, Thursday June 8th, must be opened at the public meeting.

This will be the only action to occur at the June 14th Meeting. The bid will be opened and reviewed. The Board will then be able to consider future actions depending upon the information and bids received. Prior to the required submittal time, only one bid was received.

EXHIBIT A

NOTICE OF BID ON SURPLUS REAL PROPERTY IN THE VILLAGE OF COAL CITY, ILLINOIS

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to Sections 11-76-1 and 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-1 and -2, that the Village of Coal City duly enacted Ordinance No. 23- 08, entitled *AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BELONGING TO THE VILLAGE OF COAL CITY* (Big Timber Parcels: Outlot A - 06-35-301-069; Outlot B - 06-35-301-032; Outlot C - 06-35-301-058) [the "Ordinance"] at a regular meeting of the Village Board of Trustees on April 12, 2023. The Ordinance authorized the sale of multiple vacant and unimproved parcels of real property in the Big Timber Estates subdivision, as follows:

- (1) Property commonly known as Outlot "C" of the Big Timber Estates subdivision, bearing permanent index number (P.I.N.) 06-35-301-058, and legally described as follows:
OUTLOT C IN BIG TIMBER ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COAL CITY, IN GRUNDY COUNTY, ILLINOIS.
("Lot C");
- (2) Property commonly known as a public park known as Outlot "A" in Big Timber Estates subdivision, bearing permanent index number (P.I.N.) 06-35-301-069, and legally described as follows:
OUTLOT A IN BIG TIMBER ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED DECEMBER 16, 2003, AS DOCUMENT NO. 427943, AND CERTIFICATE OF CORRECTION RECORDED JANUARY 6, 2005, AS DCOUMENT NO. 443516, IN GRUNDY COUNTY, ILLINOIS.
("Lot A");
- (3) Property situated off of East Big Timber Drive in Big Timber Estates subdivision, bearing permanent index number (P.I.N.) 06-35-301-032, and legally described as follows:
THAT PART OF THE WEST 696.30 FEET OF THE SOUTH 65 FEET OF THE NORTH 610 FEET OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES BETWEEN THE EASTERLY AND WESTERLY LINES OF LOT 3 AS EXTENDED NORTHERLY IN MURPHY'S SUBDIVISION, A PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED SEPTEMBER 15, 1965 IN PLAT BOOK D, PAGE 60, IN GRUNDY COUNTY, ILLINOIS, SITUATED IN THE COUNTY OF GRUNDY AND STATE OF ILLINOIS.
("Lot B");

Lots A, B and C are each located in the Village's RS2 zoning district. The Village favors single-family detached residential development on Lot A and desires to sell Lot B and Lot C together for development of one, single-family house on or across Lots B and C. The single-family home development(s) should complement existing residential uses in the vicinity of the properties. The properties are being sold as-is and the Village makes no representation as to the condition of the properties or suitability for any particular development plan. The successful bidder for Lot A, if any, should propose development of a cul-de-sac servicing Big Timber Drive and dedication thereof to the Village and/or grant of a permanent easement allowing the Village to maintain the cul de sac and the public to access it.

Any person may submit a written sealed bid for Lot A and/or Lot B and Lot C together. Lot B and C must be bid together for a single, unified development. There is no minimum bid(s). The bids should include a purchase price and a development plan for the subject property that details the proposed structure(s) or other improvements, if any, to be constructed and an estimated project schedule. The Village will consider development proposals consistent with the Village's Zoning Ordinance, Comprehensive Plan, and the terms of this Notice. The terms of this Notice shall govern in the event of conflict or inconsistency. The Village has the right to accept or reject all or any portion of a bid in any combination and expressly reserves the right to sell Lot A to one purchaser and Lots B and C to another, or to reject all or any bid and withdraw either or all of the properties from being offered for sale.

The Village will negotiate purchase and sale agreement(s) with the selected bidder(s) which would formalize the terms of sale, establish the method of legal title conveyance, detail any required zoning relief, and provide a timeline for completion of the development. The Corporate Authorities may accept any bid(s) or portions thereof determined to be in the best interest of the Village by a vote of 3/4 of the Corporate Authorities then holding office. The Village reserves the right to reject any or all bids and to waive any technicalities in the bidding if it should be deemed in the public interest. These decisions will be final and not subject to recourse. This request for proposals does not obligate the Village to pay any costs incurred by any bidder in the submittal of a bid or in making necessary studies or designs for the preparation of that bid.

Sealed bids for the all or any of the properties shall be marked "**SEALED PROPERTY BID**" and be sent to Administrator Matt Fritz, Coal City Village Hall, 515 S. Broadway Street, Coal City, IL 60416. Said bids must be received on or before June 8, 2023 at 5:00 p.m. The bids shall be opened and considered in accordance with 65 ILCS 5/11-76-2 at the regular meeting of the Village of Coal City Board of Trustees on June 14, 2023, commencing at 7:00 p.m. at the Village Hall, 515 S. Broadway Street, Coal City, IL 60416. For further information regarding the Property, interested persons may contact Village Administrator Matt Fritz at 815-634-8608 during regular business hours.

Respectfully submitted,

Pam Noffsinger
Village Clerk

(Publish once each week for 3 consecutive weeks. First publication at least 30 days before bid opening.)

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

RE: MFT/NON-MFT 2023 STREET WORK

The Village received bids regarding the annual street and alley project for 2023. This work is paid from various funds to maximize the total work being done within the village during this annual project. The lowest and only bids to this year's street work project came from D Construction. These bids were slightly less than the engineer's estimate for the projects for which a Street & Alley Committee Meeting was conducted on Monday morning in light of the bid costs versus the total amount of funding allotted for these projects.

Previously, the Board approved a bid for crack sealant application (\$14,600) to Denler, Inc. The cost of this project can be funded with available MFT funds allowing for more projects to be completed from non-MFT sources. This reduction in the total amount of capital and TIF funding sources shall allow the village to increase its total non-MFT budgeting of projects upwards by \$35,000 allowing one additional block of Kankakee between Walnut and Elm to be paved as well as 5th Ave., north of the BNSF railroad tracks northward to North Street.

The bids should be approved at their submitted costs, but the final payment amounts can be expected to be near their budgeted estimates due to more work being completed. The largest reason for the savings in bid costs was due to the cost of asphalt falling 20% below previously provided tonnage rates.

Recommendation:

- a.) Award the bid for the 2023 MFT roadwork projects to D Construction at an estimated cost of \$185,325.37.
- b.) Award the bid for the 2023 non-MFT roadwork project to D Construction at an estimated cost of \$238,962.23.

**VILLAGE OF COAL CITY
2023 MFT**

Project No. 66454.01

10:00AM, Tuesday, June 6, 2023

BID TABULATION

Bidder & Address	Total Bid	Bid Security	Comments
D Construction Inc. 1488 South Broadway Coal City, IL 60450	\$185,325.37	Bid Bond	
Gallagher Asphalt Corp. 18100 South Indiana Ave. Thornton, IL 60476		No Bid	
PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433		No Bid	

**VILLAGE OF COAL CITY
2023 STREET MAINTENANCE**

Project No. 66454.00

10:15AM, Tuesday, June 6, 2023

BID TABULATION

Bidder & Address	Total Bid	Bid Security	Comments
D Construction Inc. 1488 South Broadway Coal City, IL 60450	\$238,962.22	Bid Bond	
Gallagher Asphalt Corp. 18100 South Indiana Ave. Thornton, IL 60476		No Bid	
PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433		No bid	

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

RE: CONTRACT FOR BUSINESS INTERNET SERVICE

Coal City utilizes Comcast business for the reliable internet that is necessary to maintain connectivity and reliable service between all of its separate properties. Over time, the need for additional bandwidth has increased. Comcast provided a number of quotes to provide guaranteed, reliable service. The longer term locks in longer term lower rates.

The new contract would provide 200 Mb speed over the next five years. All departments are served by this single access point and contract for the village, which allows the monthly fee to be split amongst different funds. The contract was not included within the agenda packet, but will be made available in time for the Board Meeting. Staff had been negotiating between different speeds and term. Comcast was contacted to provide a contract once the Board authorizes Mayor Spesia to enter into this contract.

Recommendation:

Authorize Mayor Spesia to Enter into a contract with Comcast for the provision of internet service over the next 5 years.

Coal City Fiber Renewal 200MB 5 Year Option

COMCAST BUSINESS

	Current	
	Quantity	MRC
515 S Broadway St		
Ethernet Dedicated Internet	50mb/50mb	\$ 678.97
Total:		\$ 678.97

515 S Broadway St		
Ethernet Network Service	10mb/10mb	\$ 257.01
Total:		\$ 257.01

830 N Broadway Rd		
Ethernet Network Service	10mb/10mb	\$ 257.01
Total:		\$ 257.01

820 N Broadway Rd		
Ethernet Network Service	10mb/10mb	\$ 257.01
Total:		\$ 257.01

Total:		\$ 1,450.00
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	Proposed Option	
	Quantity	MRC
515 S Broadway St		
Ethernet Dedicated Internet	200mb/200mb	\$ 800.00
Total:		\$ 800.00

515 S Broadway St		
Ethernet Network Service	50mb/50mb	\$ 300.00
Total:		\$ 300.00

830 N Broadway Rd		
Ethernet Network Service	30mb/30mb	\$ 270.00
Total:		\$ 270.00

820 N Broadway Rd		
Ethernet Network Service	30mb/30mb	\$ 270.00
Total:		\$ 270.00

Total:		\$ 1,640.00
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Monthly Increase:	\$ 190.00
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MSA ID#:

SO ID#:

Account Name: Coal City

CUSTOMER INFORMATION (continued)

Primary Contact: Kristi Wickiser

Billing Account Name: Coal City

INVOICE ADDRESS

Title:

Billing Name

Address 1: 515 S. Broadway

Address 1: 515 S. Broadway

(3rd Party Accounts)

Address 2:

Address 2:

Billing Contact: Kristi Wickiser

City: Coal City

City: Coal City

Title: Office Manager

State: IL

State: IL

Phone: (815) 634-8608

Zip Code: 60416

Zip: 60416

Cell:

Tax Exempt: Yes

Phone: (815) 634-8608

Fax:

* If Yes, please provide and attach all applicable tax exemption certificates

Cell:

Email: kwickiser@coalcity-il.com

Fax:

Email: kwickiser@coalcity-il.com

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$1,450.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$1,450.00
Change Monthly Recurring Charges:	\$190.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$190.00
Total Monthly Recurring Charges:	\$1,640.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$1,640.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of Initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Andrew Potocki
Name:	Name:	Sales Rep E-Mail:	andrew_potocki@comcast.com
Title:	Title:	Region:	Chicago
Date:	Date:	Division:	Central

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name: Coal City

Date: 6/14/2023

MSA ID#:

SO ID#:

Short Description of Service:

Customer is renewing their EDI and ENS service. Upgrading them to 200MB EDI and 50MB ENS main point with 30MB at each site

Service Term: 60 MONTHS

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Add	EDI - Network Interface - Gig E	Port	Village Hall / 515 S Broadway St	-	Interstate	1	\$0.00	\$0.00
002	Renew	Add	EDI - Bandwidth	200 Mbps	Village Hall / 515 S Broadway St	-	Interstate	1	\$800.00	\$0.00
003	-	-	-	-	-	-	-	-	\$0.00	\$0.00
004	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Village Hall / 515 S Broadway St	-	Interstate	1	\$46.39	\$0.00
005	Renew	Add	ENS - Basic Network Bandwidth	50 Mbps	Village Hall / 515 S Broadway St	-	Interstate	1	\$253.61	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Water Treatment Plant / 820 N Bro	-	Interstate	1	\$49.39	\$0.00
008	Renew	Add	ENS - Basic Network Bandwidth	30 Mbps	Water Treatment Plant / 820 N Bro	-	Interstate	1	\$220.61	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Sewage Treatment Plant / 830 N B	-	Interstate	1	\$49.39	\$0.00
011	Renew	Add	ENS - Basic Network Bandwidth	30 Mbps	Sewage Treatment Plant / 830 N B	-	Interstate	1	\$220.61	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	Renew	Remove	EDI - Network Interface - 10 / 100	Port	Village Hall / 515 S Broadway St	-	Interstate	1	\$0.00	\$0.00
014	Renew	Remove	EDI - Bandwidth	50 Mbps	Village Hall / 515 S Broadway St	-	Interstate	1	(\$678.97)	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Village Hall / 515 S Broadway St	-	Interstate	1	(\$57.54)	\$0.00
017	Renew	Remove	ENS - Basic Network Bandwidth	10 Mbps	Village Hall / 515 S Broadway St	-	Interstate	1	(\$199.47)	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Water Treatment Plant / 820 N Bro	-	Interstate	1	(\$57.54)	\$0.00
020	Renew	Remove	ENS - Basic Network Bandwidth	10 Mbps	Water Treatment Plant / 820 N Bro	-	Interstate	1	(\$199.47)	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Sewage Treatment Plant / 830 N B	-	Interstate	1	(\$57.54)	\$0.00
023	Renew	Remove	ENS - Basic Network Bandwidth	10 Mbps	Sewage Treatment Plant / 830 N B	-	Interstate	1	(\$199.47)	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$190.00

\$0.00

Coal City

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[illegible]

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 14, 2023

**RE: ENGINEERING PAYMENTS TO CBBEL FOR S. BROADWAY
RECONSTRUCTION – FINAL INVOICE #23 & PROJECT
COMPLETION**

The last time the Village Board approved a payment for CBBEL engineering was December 8, 2021. At that time, all but the final invoices were paid leaving a final invoice at the time of IDOT's final billing submission. Between the contractor – D Construction and IDOT, the final billings for construction have taken place with final quantities having been agreed upon.

This means the S. Broadway Reconstruction project can finally be paid in its entirety. Recently, a final improvement and quantities billing was submitted by IDOT for the final \$281,208.85. Of this portion, the village will be billed by IDOT 20% of the total - \$56,241.77 after it finishes paying the vendor. This payment will occur automatically according to the previously adopted local government agreement.

The engineering works in the reverse. Coal City pays 100% of the cost up front and then bills IDOT their 80% of the cost of the construction engineering. This will result in the total final invoice being paid by Coal City at \$27,618.23, but IDOT will then be billed \$22,094.59 of that total.

This process has been utilized for payments all along the way of this project (at least through 2021 when the last payments had been configured prior to the finals).

Previous Pays, Invoices 1-22	\$588,751.79	.8667
Invoice #23	<u>27,618.23</u>	<u>.0852</u>
	\$588,751.79	.9519

State Reimbursement Portion -	22,094.59
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Recommendation:

Approve Invoice #23, the Final Invoice for the S. Broadway Reconstruction Project for CBBEL totaling \$27,618.23. In addition, recognized IDOT's final billing for construction in the amount of \$56,241.77 is to be paid upon its receipt as well.

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date 01/18/23 Invoice No. 23

To
Village of Coal City
 Attention To
Matthew Fritz, Village Administrator
 Address
515 S. Broadway Street
 City State Zip Code
Coal City IL 60416

From
Christopher B. Burke Engineering, Ltd.
 Address
ABA#071925389, Account# 2919814225
 City State Zip Code
Wheaton Bank and Trust IL

Local Public Agency County Section Number State Job No. Project No.
Village of Coal City Grundy 14-00030-00-WR C-93-047-19 Q14M(212)

For Professional Service performed as set forth in Agreement dated: 12/03/18 Consultant's Job No. 18-0462.0001A Overhead Rate 126.53
 & Supplemental Agreement(s) dated: 6/11/2020 FHWA Authorization Date 12/03/18

1) Invoice Period From: 04/25/21 To: 03/07/22

2) Maximum Payable

3) Direct Salaries

4) QC/QA

5) Payroll & Overhead

this invoice 126.5300%

average 129.2086%

6.) Fixed Fee= 8.5200%

7) Direct Costs Prime

8) Services by others

Material Service Testing, Inc.

9) Total Invoiced for project including this invoice

10) Previously Invoiced

11) Payment Due this invoice

This Invoice	Previously Invoiced	Earned to Date	Max Allowable
			\$616,583.33
\$9,362.49	\$214,228.83	\$223,591.32	\$214,606.00
	\$0.00	\$0.00	\$0.00
\$11,846.36	\$277,052.87	\$288,899.23	\$277,897.76
\$6,344.38	\$68,120.19	\$74,464.57	\$74,464.57
\$65.00	\$19,695.00	\$19,760.00	\$19,955.00
\$0.00	\$9,654.90	\$9,654.90	\$29,660.00
		\$616,370.02	
	\$588,751.79		
\$27,618.23			

I have reviewed the Invoice and found it agrees with the executed Engineering Agreement for this project. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. Signature & Date

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant

Christopher B., Burke Engineering, Ltd.

By Signature & Date

W. Daniel Crosson 1/18/2023

Name

W/ Daniel Crosson, PE

Title

Vice President, Head, Construction Engineering Dept



**Illinois Department
of Transportation**

**Local Public Agency
Cost Plus Fixed Fee Invoice**

Local Public Agency	County	Section Number	State Job No.	Project No.
Village of Coal City	Grundy	14-00030-00-WR	C-93-047-19	Q14M(212)
Invoice Date	Firm Name	From	To	Invoice No.
01/18/23	Christopher B. Burke Engineering, Ltd.	04/25/21	03/07/22	23

Engineering Progress Report

Item	Last Report	Percent Complete During this Period	Percent Complete Percent of Project	Percent of Project Complete	Date Due	Remarks
1. PreConstruction Services	100.0000%	0.0000%	1.2814%	1.2814%		
2. Shop Drawing Review	100.0000%	0.0000%	2.0918%	2.0918%		
3. Const. Observation	89.9000%	10.1000%	74.9628%	74.9628%		
4. Const. Documentation	100.0000%	0.0000%	12.8135%	12.8135%		
5. Material QA Testing	0.0000%	0.0000%	0.0000%	0.0000%		See Subconsultant
6. Project Close-out	96.5000%	3.5000%	3.2034%	3.2034%		
7. Record Drawings	0.0000%	100.0000%	0.8367%	0.8367%		
				0.0000%		
				0.0000%		
				0.0000%		
Total for Prime Consultant	86.6696%	8.5200%	95.1896%	95.1896%		
Subconsultants						
Material Service Testing, Inc.	100.0000%		4.8104%	4.8104%		
				0.0000%		
				0.0000%		
				0.0000%		
				0.0000%		
Total for Subconsultants	4.8104%	0.0000%	4.8104	4.8104		
Total Project	91.4800%	8.5200%	100.0000%	100.0000%		

(For Local Public Agency Use Only)

- ☐ On Schedule
☐ Behind Schedule

Comments

Project Manager/Engineer Signature & Date

Submitted By

W. Daniel Crosson, PE

Representing

Christopher B. Burke Engineering, Ltd.

For Subconsultant's Progress Report:

Approved By

Prime Consultant

Work this period

Project closeout and IDOT material approval.

Anticipated work next period

None. Complete.