

# **COAL CITY VILLAGE BOARD MEETING**

**WEDNESDAY  
JULY 26, 2023  
7:00 P.M.**

## **AGENDA**

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes Regular Meeting July 11, 2023
4. Approval of Warrant List
5. Public Comment
6. Ordinance 23-17 Variance for Shed at 15 W. Walnut
7. Ordinance 23-18 Amend Annual Payment to the  
Secretary of the Board of Fire &  
Police Commissioners

8. Resolution 23-11 Approving the Employment Agreement for the Village Administrator
9. Resolution 23-12 Contributing a payment towards the improvement of a Public alley adjacent to 60 E. Chestnut
10. Authorization for Mayor Spesia to enter into an Agreement with Rodney Embling for the Rental of a Portable Stage for Fall Fest.
11. Authorize final payment to D Construction for 2022 Street Maintenance.
12. Report of Mayor
13. Report of Trustees
  - B. Mincey
  - S. Beach
  - T. Bradley
  - P. Noffsinger
  - D. Greggain
  - D. Togliatti
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
  - Upcoming Special Police Detail at Constellation's Dresden Station
18. Report of Village Administrator
19. Adjourn

Coal City Village Hall  
515 S Broadway, Coal City, Illinois 60416

## MEMO

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

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

### MEETING

**DATE:** July 26, 2023

**RE: 15 W. WALNUT SHED VARIANCE ORDINANCE**

Jerry & Jackie Siebersma, who reside at the southwest corner of Walnut & S. Broadway, possess a non-conforming shed within their back yard that was placed too close to the detached garage constructed to the west of their home. They placed this shed in its place without a permit and were informed their improvement was installed in a manner that did not comply with the village code. Upon learning they had not placed a shed in a proper location, their attorney inquired if a variance would be possible. Variances necessary to allow the shed to stay in its current location include:

- 1.) a variance from the minimum setback from a secondary structure must be at least 10', but its separation is less than ½ of 1'; and
- 2.) Total lot coverage currently exceeds the RS-3 zoning maximum of 35%; the lot coverage is currently 48%, but the shed increase total coverage to 50%.

This matter was subject to a public hearing on June 19<sup>th</sup> but continued until the July 17<sup>th</sup> meeting for additional consideration. The Zoning Board of Appeals (ZBA) desired to gain additional insight as to the safety requirements due to the location of the shed being so close to the garage as well as drainage at the property with the total lot coverage being exceeded.

Upon receiving this feedback at the last meeting, the ZBA recommended the adoption of this variance request with conditions primarily due to the hardship that existed with the lot configuration and the applicants having no other options that the current placement of this improvement. All but one member voted for this recommendation; the one who opposed its recommendation desired additional interior fire protection be put in place.

#### **Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting Variances for the Placement of a shed at 15 W. Walnut.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Jerry L. Siebersma & Jackie L. Siebersma

Address: 15 West Walnut St Phone number: 309-948-1784 (Jerry)

Owner represented by: Self ☒ Attorney 309-948-1798 (Jackie)

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

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

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

Existing zoning: \_\_\_\_\_ Use of surrounding properties: North \_\_\_\_\_ South \_\_\_\_\_

East \_\_\_\_\_ West \_\_\_\_\_

What zoning change or variance: (specify) \_\_\_\_\_

To allow what use Storage shed

Tax number of subject property: 09-03-435-007

Common address of property: 15 West Walnut St. Coal City, IL 60416

Parcel dimensions: \_\_\_\_\_ Lot area (sq. ft.) 50' x 125'

Street frontage \_\_\_\_\_

Legal description \_\_\_\_\_

lots 9 and 10 in Block 18 in the original village of Coal City.

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.

Jackie & Jerry Siebersma, 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 18 day of April, 2023.

C. McKeefery

Notary Public (Seal)



Signature of Owner  
Jackie & Jerry Siebersma

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

Please note the number of pages attached. 1

#### FOR OFFICE USE ONLY

Case number

2A-363

Location of hearing

Filing date

4-18-23

Village Hall

Hearing date

6-19-23

515 South Broadway

Filing fee

\$ 100

Coal City, Illinois

Hearing time

7pm

## Findings of Fact - June 19, 2023 – 15 W. Walnut – Jackie Siebersma

Shed Size 12' 3" x 8' 3"

3' from south lot line

1" from garage



1. Special Circumstances Not Found Elsewhere
  - Rear yard is abnormally small due to the setbacks imposed on corner lots
2. Not Resulting from Applicant Action
  - N/A
3. Unnecessary Hardship
  - The size and location of the lot does not provide space for a shed to follow all setbacks
4. Preserves Rights Conferred by the District
  - Other nearby properties have adequate space for sheds or have sheds already
5. Necessary for Use of the Property
  - The neighbors have room for sheds, the homeowner would like to have the same opportunity
6. Consistency with the Local Area and Comprehensive Plan
  - The shed currently meets the setback from lot lines. A variance will not affect the use of nearby properties
7. Minimum Variance Recommended

The shed is 12'x3"x 8' 3" making it a 101.06 sq. ft shed. A variance for a concrete pad is required as well as a fire setback of 10' from the garage. Current distance from garage is 1"

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

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

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**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE  
REQUIRED SETBACK BETWEEN STRUCTURES AND TOTAL LOT COVERAGE  
REQUIREMENTS AT 15 W. WALNUT STREET IN THE VILLAGE OF COAL CITY**

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DAVID SPESIA, President  
ALEXIS STONE, Village Clerk

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

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

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

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE REQUIRED SETBACK BETWEEN STRUCTURES AND TOTAL LOT COVERAGE REQUIREMENTS AT 15 W. WALNUT STREET IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from 156.73 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Jerry and Jackie Siebersma (“applicant”) on April 18, 2023 to construct a shed for storage within the side yard immediately adjacent to the detached garage on the property; and

**WHEREAS**, the standards provided within Table 15 regarding the minimum setback from other structures is 10’ and the intended setback is planned to allow no setback; and

**WHEREAS**, the standards provided within Table 4 regarding the minimum reservation for overall lot coverage shall not exceed 35% and the intended improvement shall increase this coverage from 48% upwards to 50%; and

**WHEREAS**, a public hearing was noticed and duly held on June 19, 2023 at which time the Zoning Board of Appeals continued the hearing until its next meeting of July 17, 2023; and

**WHEREAS**, the Village of Coal City Zoning Board of Appeals met on July 19, 2023, and considered passage of the variance request to the Board of Trustees; and

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

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

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

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



**Section 2.**     Findings of Fact. The Board of Trustees find as follows concerning the Variance for 15 West Walnut Street:

- A.     **Special Circumstances Not Found Elsewhere.** This residence sits at the corner southwest corner of Walnut and S. Broadway greatly restricting the total portion of uncovered lot that is available for residential amenities enjoyed by similar residences within the neighborhood.
- B.     **Unnecessary Hardship.** Storage associated with the residential utilization of the property is difficult due to the configuration of the lot causing the location of the shed being as close as possible to the detached garage within the interior side yard.
- C.     **Preserves Rights Conferred by the District.** There are many residential properties in the immediate vicinity that utilize a secondary structure for the storage of residential yard maintenance in addition to the detached garage.
- D.     **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan due to the use of the improvement to be consistent with local zoning and property utilization.
- E.     **Minimum Variance Recommended.** The placement of this shed was adjacent to the existing detached garage in order to keep the improvement the setback required from the nearby neighbor on the southerly boundary.

**Section 3.**     Description of the Property. The property is located at 15 West Walnut Street in the Village of Coal City within an RS-3 District.

**Section 4.**     Public Hearing. A public hearing was advertised on May 24, 2023 in the Coal City Courant and held by the Planning and Zoning Board on June 19, 2023, continued until the next regularly scheduled meeting of July 17, 2023 at which time a majority of the Planning and Zoning Board members approved the petitioner's Variance(s) Request.

**Section 5.**     Variances. The variances requested in the April 18, 2023 Variance Application to the Zoning Code are granted to allow the construction of additional storage immediately adjacent to the detached garage within the interior side yard further exacerbating the total lot coverage on this residential proeprty.

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

- A.     The interior of the shed shall be clad with a fire retardant material such as 5/8" drywall along its north wall and the ceiling of the shed; and
- B.     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

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

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

**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

## MEMO

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

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

**MEETING**

**DATE:** July 26, 20223

**RE: AMENDING THE ANNUAL PAYMENT TO THE SECRETARY OF THE  
BOARD OF FIRE & POLICE COMMISSIONERS**

Recently, the Board of Trustees appointed new members to its Board of Fire & Police Commissioners including the Secretary to that board. Although the Board amended its code in 2016 to provide an annual stipend for this position – the allotted amount triggers the requirement to issue earning to the IRS for the position, which was a nuisance filing for which the past secretaries simply requested the amount being recommended within the prepared ordinance, which is \$590. Although this action was legal, the difference between the total authorized amount and the amount compensated causes an audit question as to why the total was not paid.

In line with providing a new person to the position, it its timely to simply amend this portion of the code to reflect this past practice and change the total compensation to \$590, slightly less that the previously adopted amount. This was one of the topics of discussion at a recent Finance Committee Meeting at which the pay for appointed positions was discussed.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Amending the annual compensation for the Secretary to the Board of Fire & Police Commissioners.

**AN ORDINANCE AMENDING THE VILLAGE CODE REGARDING THE  
COMPENSATION FOR THE SECRETARY OF THE BOARD OF FIRE AND  
POLICE COMMISSIONERS**

**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**, Division 2.1 of Article 10 of the Illinois Municipal Code, 65 ILCS 5/10-2.1, *et seq.*, provides that the Village shall have a board of fire and police commissioners (the "BOFPC") to make certain determinations with respect to the appointment, promotion and discipline of certain police officers within the BOFPC's jurisdiction; and

**WHEREAS**, 65 ILCS 5/10-2.1-20 authorizes the BOFPC to employ a secretary to (1) keep the minutes, (2) maintain custody of all BOFPC records, (3) keep a record of all examinations held, (4) perform all other duties the BOFPC prescribes, and (5) be custodian of the seal of the board, if any exists (cumulatively, the "Secretarial Functions"); and

**WHEREAS**, 65 ILCS 5/10-2.1-22 authorizes the corporate authorities to fix the compensation to be paid to the secretary of the BOFPC, which was previously determined to be \$600 due to the Board's adoption of Ordinance 16-07 in March of 2016; and

**WHEREAS**, previous secretaries to the BOFPC have voluntarily requested an annual payment of \$590 causing a discrepancy between the total authorized amount and the amount remitted each year, the Corporate Authorities of the Village hereby find and determine that it is in the best interest of the Village and to amend the Village Code as provided herein to amend the annual compensation for the secretary of the BOFPC;

**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. AMENDMENT.** Section 33-5 of the Village code shall be amended as set forth below:

**Section 33-5 Compensation of Secretary and members.**

The Secretary of the Board of Fire and Police Commissioners shall receive a salary of ~~\$600~~ **\$590**, payable annually. Members of the Board not acting as Secretary shall serve without compensation. The Board of Fire and Police Commissioners shall have the authority granted by law to employ a Secretary or designate one of its own members to act as Secretary.

**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.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
David Spesia, Mayor

Attest:

\_\_\_\_\_  
Alexis Stone, Village Clerk

## MEMO

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

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

**MEETING**

**DATE:** July 26, 2023

**RE: FRITZ EMPLOYMENT CONTRACT RENEWAL**

Thanks to the efforts of the employees and the support of the Village Board, I am looking to secure an employment contract that would cover my compensation retroactively to the beginning of this fiscal year, May 1, 2023, until April 30, 2027. At the end of the current contract being considered I will be in my 20<sup>th</sup> year of employment with the Village of Coal City.

Mayor Spesia requested information be provided to the Board by which a determination could be made as to total compensation for an addition four years of employment. The average of other managers throughout the State of Illinois (sample size of 143 units of local government) was much higher, but when taking smaller size municipalities the sample size drops as well as compensation for the executive position. There was still a smaller sample size of 64 communities with less EAV (equalized assessed valuation) who utilized administrators who possessed 10 years + of tenure within local government experience; within these comparable contracts, the amount to be provided over the next four years is less than this average, but represents a one-time increase of 7% that shall remain static over the next four years (an average annual increase of 1.75%).

I am looking forward to the next four years of tenure – the Board has already approved a major water treatment plant expansion and we continue to work hard on necessary transportation improvements and many intergovernmental cooperative efforts to maintain or increase the quality of life for our local residents. While many strategic plan initiatives have been accomplished, the next year will likely renew this planning effort to set a new set of goals to chase and accomplish.

**Recommendation:**

Adopt Resolution No. \_\_\_\_: Entering into a Contract with the Village Administrator concerning the terms of employment until 4/30/27.

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

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

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**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE  
VILLAGE OF COAL CITY AND VILLAGE ADMINISTRATOR MATTHEW T. FRITZ**

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

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

Village Trustees

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

on \_\_\_\_\_, 2023

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

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE  
VILLAGE OF COAL CITY AND VILLAGE ADMINISTRATOR MATTHEW T. FRITZ**

**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 Matthew T. Fritz ("Fritz") to the office of Village Administrator; and

**WHEREAS**, the Village Board concurs with said appointment;

**WHEREAS**, the Corporate Authorities have considered the terms and conditions of the Employment Agreement for the position of Village Administrator ("Agreement") and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

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

**WHEREAS**, the parties shall be bound by the terms described more fully in the Agreement attached hereto as **Exhibit A**, and incorporated herein by reference.

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

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



**SECTION 2. ENACTMENT.**

- 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 Matthew T. Fritz, 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 Agreement 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, approval, and publication in the manner provided by law.

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

AYES:

ABSENT:

NAYS:

ABSTAIN:

Approved By:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
David A. Spesia, President

Attest:

\_\_\_\_\_  
Alexis Stone, Clerk

**EXHIBIT A**

**EMPLOYMENT AGREEMENT**

[Attached on following pages]

## **Employment Agreement**

This Agreement, made and entered into this 26<sup>th</sup> day of July, 2023, by and between the Village of Coal City, an Illinois municipal corporation, (hereinafter "Employer") and Matthew T. Fritz, (hereinafter "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

### **Section 1: Term**

The Village hereby employs Employee as the Village Administrator through the term of this Agreement, and Employee hereby accepts employment with the Village in this capacity, subject to all of the terms and conditions contained in this Agreement. Employee's employment pursuant to the terms and conditions contained in this Agreement shall commence on May 1, 2023, and shall continue through April 30, 2027, unless terminated earlier pursuant to the terms of this Agreement. The term of this Agreement shall begin on the date of execution by both Parties and shall end on April 30, 2023 unless terminated earlier pursuant to the terms of this Agreement.

### **Section 2: Duties and Authority**

Employer agrees to employ the Employee as Village Administrator to perform the functions and duties specified and as referenced by the Codified Ordinances of the Employer, and to perform other legally permissible and proper duties and functions.

### **Section 3: Compensation**

Effective May 1, 2023, the Employer agrees to pay Employee an annual salary of \$145,810.00, payable 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 Employee. The salary increase is deemed retroactive to May 1, 2023 and the Parties agree that the retroactive increase shall be paid out in a one-time lump-sum payment of \$2,815.36, less applicable withholdings, which is mutually deemed the pro rata increase amount for the period of May 1, 2023 through July 26, 2023.

The Employer agrees to pay the Employee in equal installments on a bi-weekly basis during the term of this Agreement. The position of Village Administrator will be an exempt position as defined under the Fair Labor Standards Act.

#### **Section 4: Health, Disability and Life Insurance Benefits**

Employer agrees to provide health insurance for the Employee and his dependents equal to that which is provided to all other full-time employees of the Employer provided that the Employee makes the same premium contribution as other Employees with the same coverage.

The Employer shall also pay the amount due for term life insurance in an amount equal to twice the Employee's annual salary, including all increases during the life of this Agreement. The Employee shall have the right to choose the beneficiary on such policies.

#### **Section 5: Vacation, Sick, and Other Leave**

Each year of employment the Employee shall receive 12 days of sick leave and 25 days of vacation leave for each calendar year period of January 1 – December 31, or pro rata fraction thereof for which the term of this Agreement is in effect. At the end of each calendar year, Employee shall be entitled to roll over or receive compensation for up to 17 unused vacation days, which shall be cashed out at his rate of pay in effect on December 31 of each year.

The Employee shall be eligible for payout of accrued but unused sick leave consistent with the Coal City Employee Handbook and Ordinances in force from time to time during his employment.

Holidays, Personal Days, "Y" Days, Disability Leave, Funeral Leave, and Jury Duty shall be provided and taken in a manner consistent with the Coal City Employee Handbook.

In the event of termination, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time as of the date of termination at the rate of pay then in effect.

#### **Section 6: Area Club Membership**

The Village shall provide Employee membership to the Coal City Area Club to the extent said membership is available to the Village and Employee otherwise qualifies. Village shall pay the annual dues for said membership. Said membership is to be considered a benefit of the employment and shall at all times remain under the Village's ownership and not otherwise transferrable or terminable by Employee. Village shall not be responsible for any charges, damages, or other liability Employee may incur under the membership.

#### **Section 7: Continuing Education**

The Employer will pay for the memberships affiliated with the Village Administrator position with prior approval by the Board and based on available funds, to include, but

not limited to ICMA, ILCMA, and other associations as approved by the Board. Furthermore, it is understood the Employee will attend professional sessions in order to continue his education on matters relating to municipal government. The Employee may attend professional conferences as approved by the Village Board and based on funds available.

### **Section 8: Automobile Stipend**

Employee shall receive a stipend of \$500 per month to compensate him for the use of a personal automobile. Employee shall not receive mileage reimbursement.

### **Section 9: Retirement**

The Employer agrees to enroll the Employee into Illinois Municipal Retirement Fund (IMRF) and during the life of this Agreement to make all of the appropriate contributions as required to IMRF for both the Employee and the Employer. The Employee will be entitled to participate in any deferred compensation program provided by or made available through the Employer. The Employer shall contribute an amount equal to 9% of the Employee's salary to a deferred compensation investment, such as a 457 retirement account, according to the direction of the Employee.

### **Section 10: Terminations**

For the purpose of this Agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting for any reason other than those specified in Paragraphs 3 or 4 of this Section.; OR
2. If the Employer, citizens or legislature acts to amend any provisions of the charter, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination; OR
3. If the Employer deems the Employee's performance less than satisfactory, the Board shall issue the Employee a written notice of the reasons for its dissatisfaction with his performance, the ways in which his performance must be improved, a deadline for improvement of his performance and any other information the Employer deems important to relating to the Employee regarding his performance. If the Employee does not remedy his performance in accordance with the Employer's direction to the satisfaction of the Employer within a reasonable amount of time, the Board may terminate the Employee.
4. If the Employee engages in any activities or behavior which is considered a major infraction, the Employer may also terminate the Employees

employment at any time, without an opportunity to remedy his actions or improve his behavior. Major infractions include, but are not limited to, the following examples of misconduct:

- (a) Insubordination.
- (b) Conviction of a felony under state or federal law, or conviction of a misdemeanor involving moral turpitude or official misconduct as defined under state law.
- (c) Engaging in any conduct constituting a breach of the public trust.
- (d) Immoral, unlawful or improper conduct or indecency, either on or off the job, which is of such a nature that in the opinion of the Employer, it would have the effect of materially adversely affecting his ability to perform the essential functions of his position, or his relationship with fellow workers, or his reputation or good will in the community.
- (e) Reporting to work or being on the Employer's property or in its facilities while legally intoxicated by alcoholic beverages or illegal drugs.
- (f) Being absent from work for a period of three (3) consecutive work days (exclusion of weekends and holiday) without notifying the designated Employer representative.
- (g) The Employee's inability, due to a medical disability, to perform the essential functions of his job for a period of more than 120 days in any fiscal year of the Employer.
- (h) Engaging in an act of dishonesty, including without limitation falsification of official records.

In the event that the Employer determines that the Employee may be subject to termination for any of the reasons described above, with the exception of conviction of a felony or conviction of a misdemeanor involving moral turpitude or official misconduct or the Employee's death or disability, the following provisions will apply:

- i. The Employee shall be given a notice of termination which shall include a reasonably detailed description of the reasons the Employer believes sufficient cause for termination exists. The notice may include such items as the incident(s) or instance(s) of breach by the Employee of his obligations under this Agreement providing the basis for the charges, and the dates and times of incident(s) or instance(s) of breach.
- ii. The Employee may request a meeting to review the Employer's decision to terminate his employment. The Employee's request for such hearing must be in writing and must be received by the Employer within seven (7) calendar days from the date the Employee received notice of his termination. If the Employee does not request a hearing in a timely manner, the Employer's decision to terminate the Employee is final. If the Employee requests a meeting, the Employer shall give the Employee a notice including the date, time and location of the meeting. The Employee shall be given at least seven (7) calendar days' prior notice of the hearing.
- iii. During the meeting, the Employee may present oral and/or written information to counter any charges that have been made against him and/or that would support his continued employment with the Employer. The Employee may only present witnesses with the express prior written consent of a majority of the Employer Board.
- iv. Within ten (10) days after the conclusion of the meeting, the Employer shall provide the Employee with its written decision on his termination or continued employment.
- v. Prior to and following the final decision, all information pertaining to the Employee's employment status shall be held in the strictest confidence. This matter shall not be discussed by either party with anyone other than members of the Village Board, the Village's counsel and advisors, and necessary and appropriate staff, each of whom shall be charged with maintaining strict confidentiality of all information pertaining to this matter.
- vi. The Employer and the Employee may mutually agree in writing to modify any of the procedures provided for in this paragraph.
- vii. For purposes of this paragraph, the Employer's failure to renew the Employee's contract at any time shall not be considered a termination of his employment with the Employer and the provisions of this Subparagraph shall not apply.



## **Section 11: Severance**

Severance shall be paid to the Employee when employment is terminated as defined in Section 10(1) or (2). In addition to the extension of health insurance and life insurance benefits, Employee shall receive twenty (20) weeks of his then-current salary. The monetary severance shall be paid in a lump sum, less applicable withholdings, unless otherwise agreed to by the Employer and the Employee.

For a period of six (6) months following termination as defined in Section 10(1) or (2), the Employer shall pay the Employer's contribution to the cost to continue the Employee's health insurance for the employee and all dependents (if any) and the Employee's life insurance.

The Employee shall also be compensated for all accrued vacation time and other accrued but unused benefit time as allowed to other terminated employees.

## **Section 12: Resignation**

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise. During the notice period prior to Employee's separation from employment, Employee shall continue to perform the duties of Employee's position and devote all of the necessary time, attention and energy to do so, and shall remain bound by the terms of this Agreement, including without limitation, an obligation to comply with Section 14.

## **Section 13: Performance Evaluation**

Employer shall annually review the performance of the Employee and shall provide feedback to the Employee as deemed necessary.

## **Section 14: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule provided that the Employee shall generally work the same hours as regular business hours for the Village and be available for Village Board and Committee meetings as required.

## **Section 15: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. The Employer encourages the Employee to participate in outside community activities and recognizes that certain outside consulting or teaching

opportunities may also provide indirect benefits to the Employer and the community. The Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his or her responsibilities under this Agreement and with prior approval of the Employer.

#### **Section 16: Residency**

Employee agrees to maintain his residency within the Village of Coal City during the term of this Agreement.

#### **Section 17: Indemnification**

The Employer shall indemnify the Employee as required by Illinois law.

#### **Section 18: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### **Section 19: Other Terms and Conditions of Employment**

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village of Coal City Code of Ordinances or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other general employees of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

#### **Section 20: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Village of Coal City: President David A. Spesia, 515 S. Broadway, Coal City, IL 60416;

with a copy to: Mark R. Heinle, Ancel Glink, P.C.  
1979 Mill Street, Suite 207  
Naperville, IL 60563

(2) EMPLOYEE: Matthew T. Fritz, 585 Batista, Coal City, IL 60416

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 21: Prior Agreements**

This Agreement supersedes and rescinds any prior Employment Agreement between the parties.

### **Section 22: General Provisions**

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective subject to its terms upon its execution by the Employee and approval by the Coal City Village Board and execution by its officers.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;***

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be entered into as of the date first written above.

**VILLAGE OF COAL CITY**

**MATTHEW T. FRITZ**

By: \_\_\_\_\_  
David A. Spesia, Village President

\_\_\_\_\_  
Matthew T. Fritz

Attest:  
\_\_\_\_\_  
Alexis Stone, Village Clerk

## **MEMO**

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

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

**MEETING**

**DATE:** July 26, 2023

**RE: PORTABLE STAGE AGREEMENT**

Since the attached agreement is a contract for services, this purchase has been included on the agenda for approval. The agreement will provide a portable stage during the Fall Fest improvement, which is a slight improvement from the flatbed trucks that have been used in past years. The total cost will be \$1,200 and will allow the stage to be used on both Friday and/or Saturday for entertainment.

**Recommendation:**

Authorize the Mayor to enter into a Portable Stage Agreement with its owner, Rodney Emling.

## **PORTABLE STAGE RENTAL AGREEMENT**

**THIS AGREEMENT**, by and between Rodney Emling (Owner) and

The Village of Coal City (Renter) entered into this 17 day of July, 2023 for the rental of (1)

[ 16x24 ] portable stage(s) for the Rental Period of 9/15, 2023 through 9/16, 2023.

### **RENTAL PRICE**

The stage(s) rental price is \$ 1200.00 for the duration of the Rental Period.

### **DEPOSIT**

To guarantee the availability of the portable stage for the Rental Period, a deposit of twenty-five (25%) percent totaling \$ 300.00 is due upon the return of the signed contract. The remaining balance of \$ 900.00 is due at time of delivery. Please make checks payable to **Rodney Emling**.

### **CANCELATION POLICY**

If the portable stage rental is canceled over 90 days in advance of the Rental Period, a full refund of the deposit will be issued. Cancellation in 90 days or less from the rental period will result in a complete forfeiture of the deposit.

### **DELIVERY**

The portable stage(s) will be delivered to the agreed upon address by Rodney Emling or an authorized representative on a date and time agreed upon in advance of the Rental Period.

The scheduling contact for the Renter will be called on the Monday prior to the Rental Period to schedule the set-up and take down of the portable stage.

### **INSURANCE**

Rodney Emling requires, and the parties agree, that the Renter will maintain insurance for the stage(s) for the duration of the rental period and proof of insurance is required to be presented at the time of delivery.

#### **DAMAGE**

Should any damage occur to the stage as a result of negligence on the part of the Renter, the Renter's staff, or any attendees of the event occurring during the rental period, the Renter is responsible for the cost of repairs. Any damage to a portable stage(s) parked on the street, where that street has been or is open to vehicular traffic during the time the portable stage is set-up, is the responsibility of the Renter.

The Renter will not be responsible for damages due to Acts of God. If an Act of God damages the stage(s), Rodney Emling or his authorized representative should be immediately notified.

#### **DISCLAIMER**

There is no written or implied warranty or guarantee that the portable stage is indestructible. It is possible that damage may occur to the portable stage, including but not limited to, at times of high winds, rain storms, or other types of severe weather.

#### **JURISDICTION**

The parties further agree that any action at law or equity arising from or concerning this Agreement shall be brought in the Circuit Court of Kankakee County.

#### **SPECIAL PROVISIONS**

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*Please complete this page and return the signed Portable Stage Rental Agreement along with a check made payable to Rodney Emling for the deposit to the address listed below.*

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this Portable Stage Rental Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Organization Telephone Number

\_\_\_\_\_  
Scheduling Contact Name

\_\_\_\_\_  
Scheduling Contact Telephone Number

\_\_\_\_\_  
Rental Period

\_\_\_\_\_  
Signature

Rodney Emling

Rodney Emling

P.O. 64

Address

Bonfield, Illinois 60913

815-935-1441

Telephone





Chamlin & Associates  
ENGINEERS • SURVEYORS • PLANNERS

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

July 20, 2023

Mayor David Spesia  
Village of Coal City  
515 South Broadway  
Coal City, IL 60416

SUBJECT: Village of Coal City  
2022 Street Maintenance  
Pay Request #2 & Final

Dear Mayor David Spesia:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	477,946.99
Completed Amount:	\$	409,214.02
Previous Payments:	\$	316,399.80
0% Retention	\$	-
	\$	<u>92,814.22</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$92,814.22 be made to D Construction, Inc.

Sincerely,

Ryan E. Hansen

Enclosure

REH/hp

Project # 66421.01

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

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

Mendota Office  
903 Main Street • Mendota, IL 61342  
Phone 815.539.8137 • Fax 815.224.8575  
mendota@chamlin.com

# ENGINEER'S PAYMENT ESTIMATE

Estimate No. 2 & Final Date July 20, 2023  
 Payable to: D Construction, Inc.  
1488 South Broadway  
Coal City, IL 60416

Client Village of Coal City  
515 South Broadway, Coal City, IL 60416  
 Project Village of Coal City  
2022 Street Maintenance

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
	General Fund						
1	HMA Patching 6"	s.y.	64.1	\$ 3,846.00	0	60.00	\$ -
2	HMA Surf Remov (Cold Mill)	s.y.	6410	\$ 25,640.00	6177	4.00	\$ 24,708.00
3	Prime Coat (SS-1)	lb.	2884.5	\$ 28.85	2884	0.01	\$ 28.84
4	HMA Leveling Binder	ton	279	\$ 28,458.00	311.5	102.00	\$ 31,773.00
5	HMA Surface Course	ton	538.5	\$ 54,927.00	533.9	102.00	\$ 54,457.80
6	Aggregate Shoulders	ton	142.3	\$ 5,692.00	0	40.00	\$ -
7	Curb & Gutter Rem. & Repl.	lf	4767	\$ 190,680.00	1622	40.00	\$ 64,880.00
8	PCC Driveway Rem. & Repl.	s.y.	0	\$ -	18	70.00	\$ 1,260.00
9	PCC Sidewalk Rem. & Repl.	s.f.	0	\$ -	99	15.00	\$ 1,485.00
10	Detectable Warnings	s.f.	0	\$ -	18	45.00	\$ 810.00
	SUBTOTAL						\$ 179,402.64
	TIF Fund						
1	HMA Patching 6"	s.y.	59.9	\$ 3,594.00	0	60.00	\$ -
2	HMA Surf Remov (Cold Mill)	s.y.	5905	\$ 23,620.00	5904	4.00	\$ 23,616.00
3	Prime Coat (SS-1)	lb.	4014.5	\$ 40.15	2658	0.01	\$ 26.58
4	HMA Leveling Binder	ton	492	\$ 50,184.00	467.4	102.00	\$ 47,674.80
5	HMA Surface Course	ton	749.5	\$ 76,449.00	712.1	102.00	\$ 72,634.20
6	Aggregate Shoulders	ton	369.7	\$ 14,788.00	42.1	40.00	\$ 1,684.00
	SUBTOTAL						\$ 145,635.58
	Sanitary Bonds						
1	HMA Patching 6"	s.y.			0	60.00	\$ -
2	HMA Surf Remov (Cold Mill)	s.y.			3246	4.00	\$ 12,984.00
3	Prime Coat (SS-1)	lb.			0	0.01	\$ -
4	HMA Leveling Binder	ton			314.9	102.00	\$ 32,119.80
5	HMA Surface Course	ton			373	102.00	\$ 38,046.00
6	Aggregate Shoulders	ton			31.8	40.00	\$ 1,272.00
7	Curb & Gutter Rem. & Repl.	lf			102	40.00	\$ 4,080.00
8	Pavement Bump Deduction	l. sum			1	(4,326.00)	\$ (4,326.00)
	SUBTOTAL						\$ 84,175.80
TOTAL				\$ 477,946.99			\$ 409,214.02

By [Signature]  
 Dated July 20, 2023



Peru, Morris, Ottawa, Mendota  
 Illinois

Total Value of Completed Work	\$	409,214.02
Deduct <u>0%</u> To Be Retained	\$	-
Balance on Completed Work	\$	409,214.02
Prev. Pay. Made to Contractor	\$	316,399.80
Net Amt. Due - This Estimate	\$	<u>92,814.22</u>