

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
OCTOBER 25, 2023
7:00 P.M.**

AGENDA

1. Call Meeting to Order

2. Pledge of Allegiance

3. Approval of Minutes

October 11, 2023

4. Approval of Warrant List

5. Public Comment

6. Presentation – Riverside Expansion Plan

7. Ordinance 23-28

Front Yard Set back at 550 N.
3rd Avenue

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 25, 2023

RE: GRANTING A FRONT YARD SETBACK AT 550 N. 3RD AVE.

The petitioner, Terry Halliday, has an existing lot identified with PIN# 06-35-402-017. This house was included with those homes in Old Eileen that have buildable lots except for the portions of the code that cannot be met due to the zoning standards adopted since the original town and its home were constructed. Due to the existing setback at the home to the south, Mr. Halliday is requesting a variance from the front yard setback to match that of the existing house at the corner. The total variance would be 18 feet allowing for the new structure to receive a front yard setback of 7'.

This matter is set for consideration at the Planning & Zoning Board Meeting of Monday, October 23rd. At that time, it is anticipated the Board will conclude a recommendation for the Village Board in order for this ordinance to be considered. I will provide an updated recommendation at the Board Meeting providing the recommendation of the Planning & Zoning Board.

8. Authorize Mayor to enter into an Intergovernmental Agreement regarding the location of Raw Water Well #7 at Fire Station #1
9. Ordinance 23-27 TIF Contribution to Coal City Fire District
10. Ordinance 23-29 Text Amendment for Variance Criteria, Residential Requirements and Residential Design Guidelines
11. Ordinance 23-30 Amending Solicitor Requirements
12. Authorize Final Payment to D Construction for \$179,302.87 for 2023 MFT
13. Authorize Payment to D Construction for \$225,228.90 for Sanitary Modernization Project
14. Report of Mayor
15. Report of Trustees B. Mincey
S. Beach
T. Bradley
P. Noffsinger
D. Greggain
D. Togliatti
16. Report of Village Clerk
17. Report of Village Attorney
18. Report of Village Engineer
19. Report of Chief of Police
20. Report of Village Administrator
21. Adjourn

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR
MINIMUM FRONT YARD SETBACK REQUIREMENTS AT 550 N. THIRD AVE.**

DAVID A. SPESIA, President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DAN 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 GRANTING A VARIANCE TO THE ZONING CODE FOR
MINIMUM FRONT YARD SETBACK REQUIREMENTS AT 550 N. THIRD AVE.**

WHEREAS, an application for a variance from Section 156.073 of the Village of Coal City Zoning Code ("Zoning Code") was filed by property owner Terry Halliday ("applicant") on September 21, 2023 to allow a residence to be constructed upon the lot with a front yard setback less than the current requirement; and

WHEREAS, Section 156.073 requires a minimum front yard depth of 25 feet, the applicant is seeking a variation from these requirements to have a minimum front yard setback of approximately 7 feet (a reduction of 18 feet); and

WHEREAS, a public hearing was noticed and duly held on October 21, 2023; subsequent to the public hearing, the Zoning Board of Appeals positively recommended to the Board of Trustees the petition; 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:

- A. **Unnecessary Hardship**. This lot was previously approved as buildable lot by Board action on November 27, 1995; the 25' front yard setback would leave the property undevelopable due to the rear and side yard setbacks to be required as well.
- B. **Preserves Rights Conferred by the District**. The requested variance shall set the front of the home along the same line that is consistent with the minimal corner side yard that exists at the residence immediately adjacent to the south of the petitioner's property.
- C. **Necessary for Use of the Property**. This variance shall allow the lot to be developed as was provided in 1995 and for which easements have been granted to gain access to public improvements to the lot in the past as well.

D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. Allowing a single family detached home to be constructed with the minimal front yard is consistent with other houses located within the local area.

E. **Minimum Variance Recommended.** Despite the imposition of setbacks from the rear yard and the interior side yards, the only requested variance is the front yard to allow a smaller setback so a home can be constructed in the future.

Section 3. Description of the Property. The property is located on an undeveloped parcel with parcel identification number 06-35-402-017 to receive a common street address of 550 N. Third Ave. in the Village of Coal City within an RS-3 District.

Section 4. Public Hearing. A public hearing was advertised on October 4, 2023 in the Coal City Courant and held by the Zoning Board of Appeals on October 23, 2023, at which time the Board recommended the petition for approval by the Board of Trustees.

Section 5. Variance. The variation requested in the September 21, 2023 Variance Application to Section 156.073 of the Zoning Code is outlined herein as follows:

A. A variance from the requirements of Section 156.073 to reduce the front yard setback from 25 feet to 7 feet.

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

A. The new house to be constructed upon the lot shall be placed within the building envelopes presented within the material submitted and according to the presentations to the Planning & Zoning Board Meeting of October 23, 2023.

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.

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 25, 2023

RE: PLACEMENT OF THE WELL #7 RAW WELL IMPROVEMENT

The Village had previously considered an intergovernmental agreement with the Coal City Fire District (CCFD) for the colocation of the new raw water well – Well #7 at Fire Station 1. This location provides some benefits which include creating a fully resilient public safety response center due to the station being fully backed up and possessing the capability to generate water. In addition, the CCFD has allocated apportion of its existing detached garage to house the well head mechanical valves and appurtenances allowing a separate structure to no longer be necessary.

The companion ordinance to the IGA is a TIF District Ordinance that would provide an annual capital contribution to the CCFD in a proportional amount to the contribution being made to the Coal City School District each year. While these items have been considered before, they were tabled until this meeting for adoption because the CCFD had questions concerning the costly process of gaining electrical extension for its planned future addition to Fire Station 1. With the assistance of ComEd since the last Regular Meeting, these issues have been resolved and the Fire District entered into both agreements (the IGA regarding the placement of Well #7 as well as the TIF agreement attached to the TIF-related ordinance).

Recommendation:

- 1.) Authorize Mayor Spesia to enter into an intergovernmental agreement regarding the location of Well #7 at Fire Station 1.
- 2.) Adopt Ordinance No. ____: Providing Annual Capital Contributions to the Coal City Fire District via an Intergovernmental Agreement from Available Tax Increment Financing Proceeds.

**This document prepared by
and after recording should be
sent to:**

Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING MUNICIPAL WELL
EASEMENT**

THIS AGREEMENT ("**Agreement**") is made and shall be effective on the date last subscribed below ("**Effective Date**"), by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the "**Village**" or "**Grantee**") and COAL CITY FIRE PROTECTION DISTRICT, an Illinois body corporate and politic (the "**District**" or "**Grantor**").

W I T N E S S E T H:

A. The Village is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois.

B. The District is an Illinois body corporate and politic, organized and operating pursuant to the Constitution and laws of the State of Illinois.

C. Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities, and generally encourage cooperation between units of local government for the matters of mutual concern.

D. The Village has authority, pursuant to the Illinois Municipal Code, to own, operate and maintain a potable water collection, treatment, storage and distribution system, providing potable water to the residents of the Village and, in fact does so.

E. The Village has recently experienced outages, failures, and closures of various municipal water wells within its water distribution system that have compromised the ability of the Village to safely provide adequate water supplies to the public without the addition to its public water system of an additional municipal water well and related attachments, equipment and appurtenant structures of a size, material, number and depth as the Village deems necessary or desirable for its needs for the location, diversion, or other acquisition of ground water (the "**Municipal Well**").

F. The District is the legal owner of that certain real property commonly known as 35 South

DeWitt Place Coal City, Illinois 60416, Coal City, Grundy County, Illinois, bearing property identification number 09-02-126-004 and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Subject Parcel**").

G. The Village has determined that the ideal site of a new Municipal Well is located in, upon, over, under, and through the Subject Parcel in an area specifically depicted and described in **Exhibit B** hereto ("**Easement Premises**").

H. The Village desires to install, own, operate and maintain the Municipal Well in, to, upon, over, across, under and through the Easement Premises.

I. Grantor and Grantee (collectively, the "**Parties**") mutually desire that Grantor hereby create and grant a permanent easement in, to, upon, over, across, under and through the Easement Premises for the purposes of the Village excavating, installing, constructing, inspecting, operating, replacing, renewing, altering, repairing, cleaning, maintaining, sealing and abandoning in place the Municipal Well upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.

2. **Grant and Use of Permanent Municipal Well Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grant, declare, give and convey a permanent, non-exclusive easement (the "**Municipal Well Easement**") in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a "**Grantee**"), in, upon, over, under, through and across the Easement Premises and each portion thereof for the purposes of excavating, installing, constructing, inspecting, operating, replacing, renewing, altering, repairing, cleaning, maintaining, sealing and abandoning in place the Municipal Well as may be necessary or convenient for the collection, storage and distribution of potable water serving the Village's public water supply system, together with the right of ingress and egress across and through the Easement Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Municipal Well remain in existence and function properly. The right is also hereby granted to the Village to cut down, trim or remove any trees, shrubs or other plants on the Easement Premises as well as remove any fence or other structure thereon that interferes with the excavation, installation, maintenance or operation of the Municipal Well or with the exercise of any Village rights granted in the Easement Premises. No fences, landscaping, structures or trees shall be placed in the Easement Premises without the approval of the Village. The term of the Municipal Well Easement shall commence upon the Effective Date and continue indefinitely thereafter. Grantee agrees to give Grantor five (5) business days' notice prior to initially entering upon the Subject Property for the purpose of commencing the initial excavation, installation and construction of the Municipal Well and prompt notice any other time entry is necessary for the purposes herein described. Notwithstanding anything to the contrary in this

Agreement, Grantee's use of the Municipal Well Easement shall not interfere with Grantor's ability to timely and appropriately provide emergency fire suppression and medical services without Grantor's consent.

3. **Covenants of Grantee.** The Village shall not have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than the Municipal Well on, over, across and under the Easement Premises; (b) perform any work on the Subject Property other than within the Easement Premises; (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the Village's direction or sufferance; (d) undertake any action or work that will interfere with Grantor's ability to timely and appropriately provide emergency fire suppression and medical services without Grantor's consent. As soon as is practicable following the completion of any the Village's work within the Easement Premises, the Village shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by the Village at its sole cost and expense. The covenants provided herein by the Village shall in each instance be deemed separately given and in no case joint and several.

4. **Consideration.** For and in consideration of good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village shall ensure that the Village's franchise agreement with ComEd or any future amendments thereto shall require ComEd to install infrastructure as may be required to deliver electrical service to Grantor's fire station after it has undergone its addition and remodel in accordance with its then-prevailing rates and terms of service. Nothing herein shall be construed to require the Village of Coal City to install oversized electrical infrastructure at its own expense beyond what is reasonably necessary to service and operate the Municipal well facilities. The parties agree to cooperate with one another to facilitate ComEd's delivery of electrical service to the Fire Station or any future expansions thereof at Fire District's expense.

Grantor acknowledges that it waives any claim or demand for other payment of consideration, all other claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantor caused by the permanent Municipal Well easement and temporary construction easement herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Village which may cause damage to the rest of Grantor's property.

5. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Municipal Well and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted. However, Grantee's use of the Municipal Well Easement shall not interfere with Grantor's ability to timely and appropriately provide emergency fire suppression and medical services without Grantor's consent.

6. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will

be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and her respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

7. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds by the Village at its own expense and the District hereby authorizes the Village to so record this instrument.

8. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

9. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement, Municipal Well, or any work performed within the Easement Premises.

10. **Reservation of Rights.** Grantor reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by Grantee of the rights granted in this Agreement; provided, however, that the District shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor permit the Municipal Water Well Easement to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner has the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any other easements will be subject to this Agreement and the rights granted in this Agreement; and provided further that the Owner must obtain the Village's prior written consent to the terms, nature, and location of any other easements. The Parties acknowledge that the District is in the business of providing fire suppression and emergency medical services. Accordingly, Grantor reserves the right to use the Easement Premises to the extent that it is required for the District to timely and appropriately provide emergency fire suppression and medical services.

11. **Amendments.** This Agreement, together with Exhibits A and B hereto, contains the entire agreement between the Parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Grantor and Grantee.

12. **Assignment of Rights.** Grantor agrees that Grantee may assign its rights or delegate its duties under this Agreement, in whole or in part, without Grantor's consent.

13. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

The District: President Randy Alderson (or successor Board President)
35 S. DeWitt Place
Coal City, IL 60416

With a copy to: Fire Chief James Seerup (or successor Fire Chief)
35 S. DeWitt Place
Coal City, IL 60416

With a copy to: John Motylinski
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, IL 60563

The Village: Village Administrator
Village of Coal City
515 S. Broadway
Coal City, IL 60416

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

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

14. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

15. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the "**Defaulting Party(s)**"), the other party(s) (the "**Enforcing Party(s)**") shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation,

reasonable attorneys' fees, court costs and related costs.

16. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party's exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

17. **Condemnation.** If any or all of the Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

18. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

19. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

20. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

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

VILLAGE OF COAL CITY

COAL CITY FIRE PROTECTION
DISTRICT

By: _____
Village President David A. Spesia

By:  _____
Board President Randy Alderson


Date

Date

ATTEST

ATTEST

By: _____
Village Clerk Alexis Stone

By:  _____
Board Secretary Mitchell Bailey

State of Illinois)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David A. Spesia, personally known to me to be the Village President of the Village of Coal City, and Alexis Stone, personally known to me to be the Village Clerk for the Village of Coal City, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the Village President and Village Clerk of the Village of Coal City pursuant to authority granted to them by the Village Board of the Village of Coal City.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

State of Illinois)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Randy Alderson and Mitchell Bailey, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed this instrument as their free and voluntary acts, for purposes therein set forth.

Given under my hand and official seal this 17th day of October, 2023.

(seal)

Nicholas J. Doerfler
Notary Public

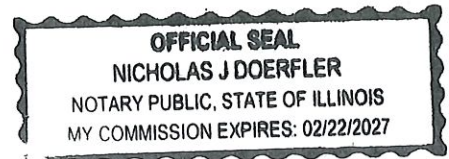


EXHIBIT A

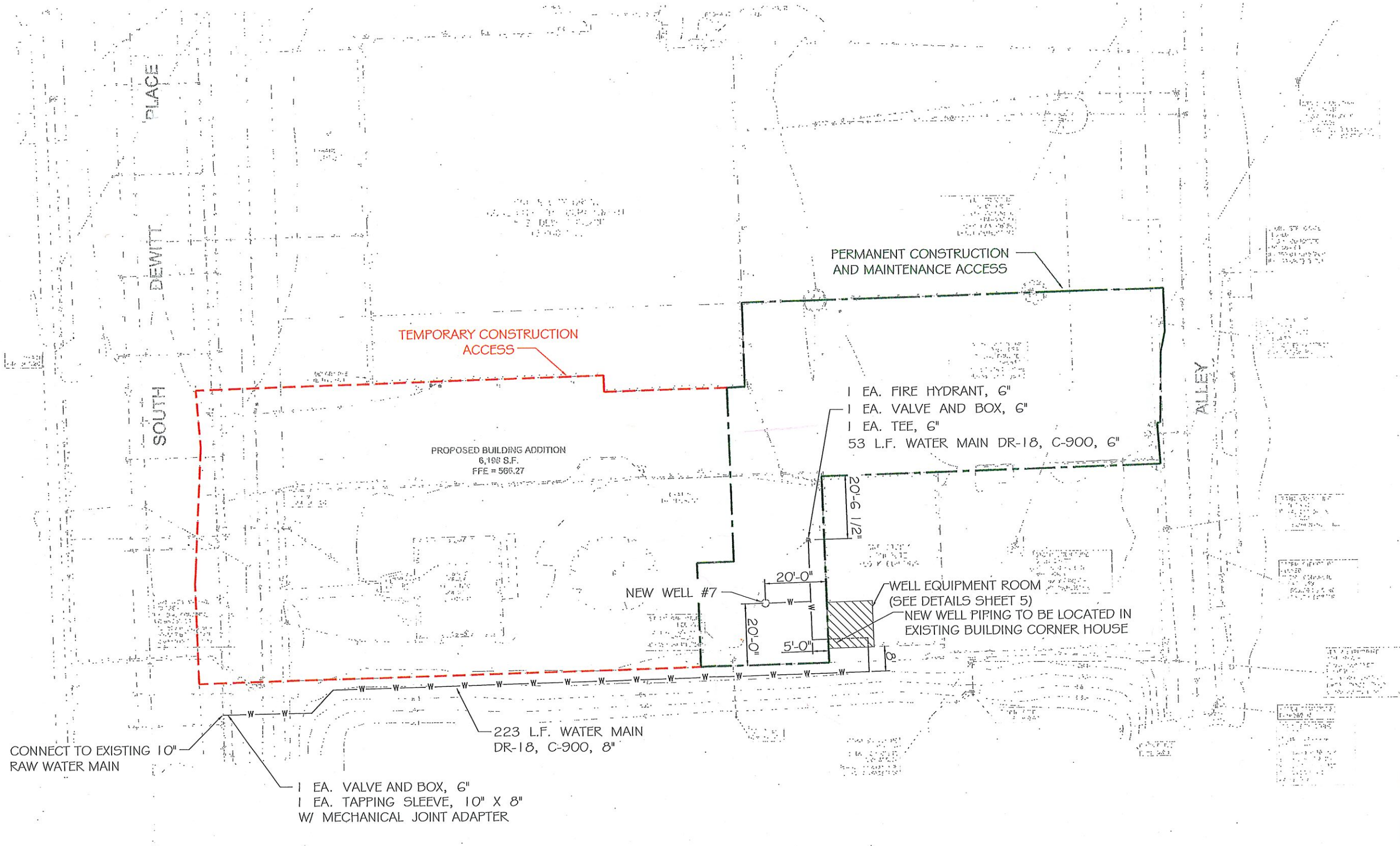
Subject Parcel Legal Description

EXHIBIT B

Easement Premises

Appended on following page, depicting and describing:

CHAMLIN & ASSOCIATES, INC. © 2022
Drawing Name: G:\Users\JJC\OneDrive\Work\Projects\2022\New Well #7\New Well #7 - SITE PLAN.dwg
Last Modified: Thursday, August 17, 2023 3:09:50 PM
Plotted On: Thursday, August 17, 2023 3:09:50 PM
by Jonellian Covert



DRAWN BY: JJC	REVISIONS				DESCRIPTION
CHECKED BY: RTB	LEVEL	BY	DATE		
DATE: 02/2023					



PERU MORRIS
OTTAWA MENDOTA
ILLINOIS

VILLAGE OF COAL CITY, ILLINOIS
NEW WELL #7
2022

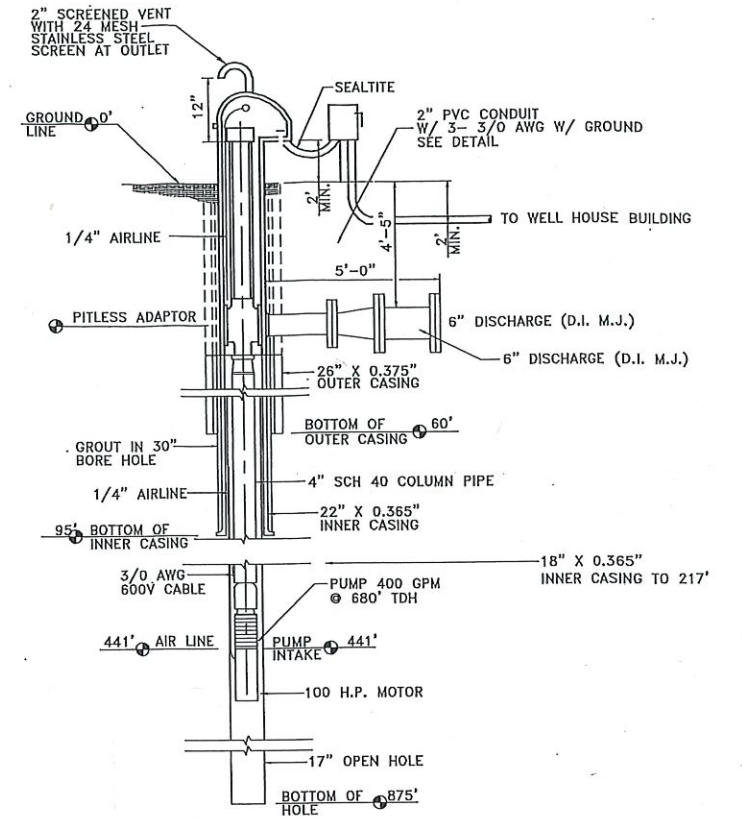
SITE PLAN

DRAFT
NOT FOR CONSTRUCTION

CURRENT AS OF: 08/15/2023	
SCALE: AS NOTED	SHEET 3
FILE NO.: 9875.02 Y-	OF 5

CHAMIN & ASSOCIATES, INC. © 2022
Drawing Name: C:\Users\N\875-02-Coal-City-WTP-Expansion-and-New-Well CAD\NEW WELL\004-NEW WELL AND ELECTRICAL DETAILS.dwg
Last Modified: Wednesday, August 16, 2023 2:22:49 PM
Plotted On: Wednesday, August 16, 2023 2:31:57 PM
by: Jonathan Covert

ELECTRICAL DETAILS HERE



WELL #7
N.T.S.

DRAWN BY: JJC	REVISIONS				DESCRIPTION
	LEVEL	BY	DATE		
CHECKED BY: RTB					
DATE: 05/2022					



PERU MORRIS
OTTAWA MENDOTA
ILLINOIS

VILLAGE OF COAL CITY, ILLINOIS
NEW WELL #7
2022

WELL AND ELECTRICAL
DETAILS

DRAFT
NOT FOR CONSTRUCTION

CURRENT AS OF: 08/15/2023	
SCALE: AS NOTED	SHEET 4
FILE NO.: 9875.02 Y-	OF 5

VILLAGE OF COAL CITY, ILLINOIS

ORDINANCE NO. 23-27

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE VILLAGE OF COAL CITY

AND

THE COAL CITY FIRE PROTECTION DISTRICT

COAL CITY TAX INCREMENT FINANCING DISTRICT

ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF COAL CITY, ILLINOIS
ON THE 11TH DAY OF OCTOBER, 2023.

VILLAGE OF COAL CITY, ILLINOIS: ORDINANCE NO. 23-27

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN:
THE VILLAGE OF COAL CITY
AND
THE COAL CITY FIRE PROTECTION DISTRICT

The President and Village Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), have determined that this Intergovernmental Agreement is in the best interest of the citizens of the Village of Coal City; therefore, be it ordained as follows:

SECTION ONE: The Intergovernmental Agreement with the Coal City Fire Protection District attached hereto is hereby approved.

SECTION TWO: The President is hereby authorized and directed to enter into and execute on behalf of the Village said Intergovernmental Agreement and the Village Clerk of the Village of Coal City is hereby authorized and directed to attest such execution.

SECTION THREE: The Intergovernmental Agreement shall be effective the date of its approval on the 11th day of October, 2023.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the Village of Coal City this 11th day of October, 2023 and filed in the office of the Village Clerk of said Village on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Pamela Noffsinger			
David Togliatti			
Sarah Beach			
Bill Mincey			
Dan Greggain			
Tim Bradley			
David Spesia, President			
TOTAL VOTES:			

APPROVED: _____, Date ____/____/2023
President, Village of Coal City

ATTEST: _____, Date: ____/____/2023
Village Clerk, Village of Coal City

COAL CITY TIF DISTRICT INTERGOVERNMENTAL AGREEMENT

by and between

**THE VILLAGE OF COAL CITY, ILLINOIS
and
COAL CITY FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement is entered into by and between the Village of Coal City, an Illinois Municipal Corporation, and Coal City Fire Protection District, a Fire Protection District organized pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

In consideration of their mutual promises, the Parties hereto agree as follows:

1. The Village of Coal City ("Village") is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois.
2. The Coal City Fire Protection District, ("Fire District") is a Fire Protection District organized under the Statutes of the State of Illinois.
3. The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes 2009, Ch. 5 Section 220/1 et seq. provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by Fire Protection Districts and municipalities as well as other public bodies politic.
4. The Tax Increment Allocation Redevelopment Act ("TIF Act"), Illinois Compiled Statutes, 2009, as amended, Ch. 65 Section 5/11-74.4-1 et seq. authorizes a municipality to enter into all contracts necessary or incidental to the implementation and furtherance of its redevelopment plan and project.
5. The Village has adopted a Redevelopment Plan and Projects and Redevelopment Area pursuant to the TIF Act for the Coal City TIF District ("TIF District") which is an area located in the Fire District and which will impact the growth of the Fire District's taxing base.
6. The Village has determined it wishes to reduce some of the negative impact on the real estate tax base of the Fire District caused by the creation of the TIF District.
7. The Village and Fire District ("Parties") declare this Agreement is adopted pursuant to the 1970 Illinois Constitution, Article VII, Section 10; the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, 2009, as amended, Ch. 65 Section 5/11-74.4-1 et seq. and other applicable statutes.

NOW, THEREFORE, the Parties agree to implement these policies as follows:

A. NEW RESIDENTIAL DEVELOPMENT

1. The Village does not intend to include new residential development within the TIF District and does not intend to offer TIF incentives to developers for developments that are residential in nature. These types of developments include any detached housing and/or multi-use tenant housing allowed or conditionally allowed within the Village's Zoning Code in RS-1, RS-2, RS-3, RA-1, RM-1, and RM-2 districts.
2. In the event the Village determines that residential development is in the best interest of the Village, the Village shall pay to the Fire District an amount equal to the Fire District's tax rate from the real estate tax increment generated from the new residential development, commencing the year the developer begins paying increased taxes due to an increase in the equalized assessed valuation (EAV) of the property and continuing for the life of the TIF District or as long as the property is included in the TIF District.
3. Senior housing developments and business multi-use redevelopment projects are not applicable to this section. Multi-use redevelopment projects include multiple uses within one building such as offices and a shop on the street level with apartments on the second and third stories of the building.

B. EXISTING RESIDENTIAL DEVELOPMENT

1. The Village shall pay to the Fire District an amount equal to the Fire District's annual tax rate from real estate increment generated from existing residential development within the TIF District for the life of TIF District or as long as the properties are included in the TIF District. The Fire District will only be reimbursed from existing residential development if the annual EAV of these properties exceed the TIF District's base year's EAV.

C. TAX INCREMENT

The Parties agree that the Grundy County Clerk will provide to the Parties the actual annual real estate tax increment generated within the TIF District and within the boundaries of the Fire District and report such increment to the Parties.

D. IMPACT FEE

The Village will pay the sum described in Paragraphs A and B to the Fire District from the Special Tax Allocation Fund as an impact fee to be used for capital costs, pursuant to current Section 4-3(q)(7) of the TIF Act, and the Fire District shall provide the Village with a list of the expenditures annually. In the event that capital costs exceed the amount of distribution in any given year, any unreimbursed capital costs may be carried over to a subsequent year or years.

E. REIMBURSEMENT TIMING

The Village shall pay the sum determined herein to the Fire District within sixty (60) days of the Village's receipt of the real estate tax increment generated as a preference and in the same proportions as actually received by the Village provided that the Fire District has filed annually with the Village a list of Eligible Project Costs equal to or exceeding the calculated sum to be paid to the Fire District under the terms of this Agreement.

F. GENERAL

1. The Fire District hereby waives all other provisions for calculating annual real estate tax increment reimbursement amounts as provided in the TIF Act. The reimbursement provided for in this Agreement shall be in lieu of any statutory reimbursement provided under the TIF Act.
2. This Agreement shall be binding on the Parties and their respective successors--including successors in office. Should the Fire District merge, this Agreement shall apply to the successor Fire District.
3. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
4. The obligation of the Parties hereto shall continue for the duration of the TIF District. The TIF District shall terminate upon completion of all redevelopment projects or twenty-three (23) years from the creation of the TIF district, whichever occurs first. Whether the TIF District exists for the entire twenty-three (23) years or terminates earlier, the Village will pay in the following year thereafter, the sums due to the Fire District for the prior year or years.
5. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
6. The Fire District by its execution and approval of this Agreement hereby waives forever any and all right to directly or indirectly set aside, modify or contest in any manner the establishment of the TIF District, including the Redevelopment Plan, Project and Area. Nothing contained herein is to be construed to give the Fire District any right to participate in this administration of the TIF District or Plan or Project. Further, the Fire District or its agents, employees, or officers shall not aid or assist in any manner any other party or entity seeking to challenge the TIF District.
7. The Village agrees that it will notify the Fire District of any proposed enlargement of the TIF District at least sixty (60) days prior to the adoption of ordinances changing the TIF District boundaries.
8. The Village will not otherwise amend the TIF Plan except after providing prior written notice to the Fire District and holding a public hearing as required by statute.

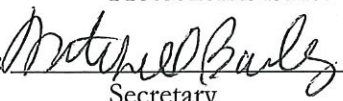
9. Real Estate Tax Increment Information:

- (a) The Administrators of the TIF Plan and Village agree to provide the Fire District with information developed to establish the initial equalized assessed valuation of the TIF District and the calculations for successive years' computation of the real estate tax increment for the TIF District as a whole and, if possible, for the Fire District alone.
 - (b) The Village agrees that its Administrators shall provide the Fire District with a copy of the TIF Annual Report when it is presented to the Village Board. Such Report shall set forth: (a) the balance in the Special Tax Allocation Fund ("Fund") at the beginning of the year; (b) all amounts deposited in the Fund by source; (c) all expenditures from the Fund by categories; and (d) the balance in the Fund at the end of the year by source.
10. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter.
11. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 2023.

COAL CITY FIRE PROTECTION
DISTRICT, an Illinois Fire Protection
District

By: 
President, Fire
Protection District

Attest: 
Secretary

VILLAGE OF COAL CITY,
an Illinois Municipal Corporation

By: _____
Village President

Attest: _____
Village Clerk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 25, 2023

**RE: ADOPTING TEXT AMENDMENTS TO SIMPLIFY VARIANCE
CONSIDERATIONS AND STREAMLINE THE RESIDENTIAL DESIGN
GUIDELINES WITH THE RESIDENTIAL DESIGN REQUIREMENTS**

The Planning & Zoning Board has been working on quite a few text amendments over the past few meetings. Due to these amendments taking place within the land use portions of the code, they are required to undergo a public hearing at the Planning & Zoning Board prior to their consideration by the Board of Trustees. The amendments, which have been included within the draft ordinance have been assembled for a public hearing on Monday evening so they can be adopted as soon as the next Regular Board Meeting of the Village Board. For many months, upcoming issues are highlighted for the board for future consideration. Having received variance criteria consideration from petitioners, an effort to simplify these considerations had become a priority. In addition to these amendments, the residential design guidelines had been adopted in 2006 but not altered since their adoption. Due to the requirements within these standards and the existence of Table 4: Residential Design Requirements, there were quite a few inconsistencies between the two sets of requirements; the amendments within the ordinance should clarify these inconsistencies.

Variance Criteria

When variances are to be considered by the Zoning Board of Appeals, Table 25 provides certain criteria to be considered prior to the recommendation of granting the requested variance. These criteria are provided each time an applicant requests a variance, but the current language within the Table results in responses from the applicants that are useless as far as the board's determination. This results in the findings of fact often differing from the rationale presented by the petitioner for which they requested a variance. The changes, included within Exhibit C to the ordinance would simplify the criteria, reducing the total from 7 downward to 5 and come along with a new form to be completed when petitioners received packet #1 during their variance request process.

Table 4 Amendments

Dependent upon the zoning classification, the village code provides different tables concerning the minimum setbacks and height of new construction. The residential design requirements within Table 4 differentiated between dwelling units dependent upon the total number of bedrooms within some zoning classes and was irrelevant in others. In addition, the side yard setbacks allowed for a 10% of the total width exception that has simply been reduced to an 8' setback requirement. Now, the table has been updated with minimum square footage

requirements being dependent upon residential zoning classification across all categories. These standards are cross referenced within the newly provided Residential Design Guidelines within the Density discussion so they work alongside each other.

Residential Design Guidelines

Although the industrial and commercial design guidelines have been amended on multiple occasions since their adoption, the residential design guidelines have remained unchanged since their adoption. The largest change is these guidelines reflect Table 4 within Chapter 156 and are required for all residential dwelling units. The existing language provided for new annexations, PUDs and subdivision and often spoke of townhomes and apartments, but did not refer to the village's zoning classifications. This has been updated to apply to all newly constructed homes with greater submission standards for larger developments for 20 dwelling units or more.

After consideration of the draft ordinances occurs on Monday, I will provide an update of the Planning & Zoning Board's recommendation prior to the Regular Meeting time.

DRAFT

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 INCLUDING THE VARIANCE CONSIDERATION CRITERIA
(TABLE 25), RESIDENTIAL DESIGN GUIDELINES AND REQUIREMENTS WITHIN
TABLE 4**

DAVID A. SPESIA, President
ALEXIS STONE, Village Clerk

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

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING PORTIONS OF THE VILLAGE OF COAL CITY
CODE OF ORDINANCES INCLUDING THE VARIANCE CONSIDERATION CRITERIA
(TABLE 25), RESIDENTIAL DESIGN GUIDELINES AND REQUIREMENTS WITHIN
TABLE 4

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, October 23, 2023; and

WHEREAS, the Planning & Zoning Board has determined during its consideration of the criteria required to grant variance to the village code; and

WHEREAS, inconsistencies existing within the Residential Design Requirements connected within Table 4 and the Residential Design Guidelines required for new construction within the village; 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 replace the existing code provisions.

Section 2. Amendment to the Incorporation of All Design Guidelines within the Village Code. The text provided within section 156.53 of the village code shall be amended with those portions struckthrough to be removed, those portions underlined to be added to the existing text, and altered as instructed below:

156.53 Commercial and Industrial Design Guidelines for newly constructed building and amenities.

A. Residential Design Guidelines

1. Pursuant to state statute, the Village has the authority to establish architectural design standards and to designate a board or commission to implement the review of these architectural design standards. Pursuant to this section, the Village authorizes the establishment of residential design guidelines to govern the development or redevelopment of residential property within the Village. All property owners or developers who engage in development or redevelopment of residential property within the Village must comply with the residential design guidelines and follow the design review process established by ordinance, as amended from time to time. Residential design guidelines shall be included in any annexation, development, and other related agreements made with the Village, where applicable.
2. Adoption of residential design guidelines. The Village of Coal City hereby adopts the residential design guidelines for development or redevelopment of residential property within the Village. The residential design guidelines are attached to Ordinance 23 - as Exhibit A, incorporated by reference, and are substantially in the form considered at the public hearings held by the Zoning Board of Appeals on October 23, 2023.

Section 3. Amended Residential Design Guidelines to be adopted. The current Residential Design Guidelines, adopted August 14, 2006 via Resolution 06-06 shall be removed in their entirety and replaced with the Residential Design Guidelines attached hereto within Exhibit A.

Section 4. Amended Table 4: Residential Design Requirements to be adopted. The current Table 4: Residential Design Requirements required within Chapter 156 of the village code shall be removed in their entirety and replaced with Table 4: Residential Design Requirements attached hereto within Exhibit B.

Section 5. Amended Table 25: Approval Criteria for Variances. The current Table 25: Approval Criteria for Variances required within Chapter 156 of the village code shall be removed in their entirety and replaced with Table 25: Approval Criteria for Variances attached hereto within Exhibit C.

Section 6. 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.

SO ORDAINED this _____ day of _____, 2023, at
Coal City, Grundy County, 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: October 25, 2023

RE: AMENDMENT TO THE SOLICITORS REVIEW PROCESS

The Village of Coal City requires any business that wishes to solicit at residents' homes throughout the village to apply for and receive a permit prior to gaining the capability to sell their product to village residents. Each time a solicitor applies for a permit, the Coal City police Department puts in a request within the LEADS system, which provides a full criminal background for specific individuals who will be conducting sales within our community.

Although this provides the necessary result, the State of Illinois would like the LEADS system prioritized for higher needs functions. Bonnie Wieczorek of the Police Department inquired with other departments how they have been ensuring they gain full backgrounds prior to providing permits for such requests. There is a method by which solicitors can get fingerprinted and gain a full background prior to applying for a solicitor's permit from the village. Bonnie has provided a letter with instructions and the means of completing their application, which has been attached.

A small amendment to the existing language will ensure Chief Harseim can utilize this practice and still have the capability of fingerprinting locally should something not look quite right when the solicitors returns with their background check provided by another agency. The proposed ordinance would amend a portion of Chapter 115 regarding the regulations of solicitors. Please note, this change in policy will result in interested applicants having an additional \$65 fee in order to secure the necessary information.

Recommendation:

Adopt Ordinance No. ____: Amending Provisions within the Solicitors' Regulations to Allow for Background Checks to be Conducted by Outside Agencies.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING CHAPTER 115: SOLICITOR REGULATIONS,
PROVIDING FOR THE CAPABILITY OF EXTERNAL BACKGROUND AGENCIES TO
PROVIDE SOLICITOR BACKGROUND CHECKS
IN THE VILLAGE OF COAL CITY**

DAVID A. SPESIA, President
, Village Clerk

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

**AN ORDINANCE AMENDING CHAPTER 115: SOLICITOR REGULATIONS,
PROVIDING FOR THE CAPABILITY OF EXTERNAL BACKGROUND AGENCIES TO
PROVIDE SOLICITOR BACKGROUND CHECKS
IN THE VILLAGE OF COAL CITY**

WHEREAS, the Village of Coal City (hereinafter, the "Village"), an Illinois municipal corporation; and

WHEREAS, Section 115-4 of The Village of Coal City Code sets forth the terms by which Solicitors may apply for proper review of backgrounds prior to approaching Coal City residents' properties; and

WHEREAS, the State of Illinois performs regular audits upon the background analysis conducted by the background due to its capability to check criminal backgrounds on the State's LEADS system and identified the Village must find a different means of gaining and/or verifying background checks for potential solicitors; and

WHEREAS, the Corporate Authorities believe it is in the best interest of the Village to adopt amendments to the village code regarding the regulation of solicitors.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, 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. Amendments. Section 115.4(C) of the village code shall be amended with those portions struckthrough to be removed, those portions underlined to be added to the existing text, and altered as instructed below:

Section 115.4(C): The Chief of Police may require the applicant to attain a fully investigated background check along with fingerprinting at specified agencies within the State of Illinois, which may impose their own fees related to the work to prepare results to be submitted to the Village of Coal City. The Chief of Police may also determine if the applicant must ~~to submit to~~ additional fingerprinting conducted by the Coal City Police Department.

Section 3. 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 4. 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 5. Effectiveness. After its passage, the amendment to Chapter 115, 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 CHAPTER 115: SOLICITOR REGULATIONS, PROVIDING FOR THE
CAPABILITY OF EXTERNAL BACKGROUND AGENCIES TO PROVIDE SOLICITOR BACKGROUND
CHECKS IN THE VILLAGE OF COAL CITY**

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk



COAL CITY POLICE DEPARTMENT

545 S. Broadway St. • Coal City, Illinois 60416 • TEL: 815-634-2341/8533 • FAX: 815-634-4383

Christopher R. Harseim, *Chief of Police*

Coal City Police Department

Fingerprinting Services Fee

All solicitors will pay a \$50.00 (non-refundable) per person fee at the time the solicitor's application is completed.

- We recommend that you bring your own finger print card. If you don't have your own fingerprint card see the miscellaneous information listed below on how to obtain a finger print card.

Miscellaneous Information:

- Price: The Coal City Police Department has an account set up with Accurate Biometrics, Live scan fingerprinting & Identity Services. At the time of the fingerprinting there is a fee paid to Accurate Biometrics \$65.00 for the services, which includes charges for processing through the agency.
- Terms of Payment: Customer will pay at the time of fingerprinting using a major credit or debit card, customer check, or other certified funds. Further information and locations within the state of Illinois regarding Accurate Biometrics can be seen on their website at <https://accuratebiometrics.com>
- Other background forms and fingerprint cards available from the Illinois State Police (815) 740-5160 or by going on the Illinois State Police website www.isp.state.il.us.

;

RESULTS BY REGION FOR REGION 2

[DETAILS](#)

Arlington Heights

The Officenter - The parking lot north of E3 Diagnostics south of the bowling alley.

3409 N. Kennicott Avenue

Suite C

Arlington Heights, Illinois 60004

No appointments required for this location

Date	Hours
10/20/2023	9:00 AM-5:00 PM
10/21/2023	9:00 AM-1:00 PM
10/23/2023	9:00 AM-5:00 PM
10/24/2023	9:00 AM-5:00 PM
10/25/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-5:00 PM
10/30/2023	9:00 AM-5:00 PM
10/31/2023	9:00 AM-5:00 PM
11/01/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-5:00 PM

[Need Help?](#)

11/04/2023	9:00 AM-1:00 PM
11/06/2023	9:00 AM-5:00 PM
11/07/2023	9:00 AM-5:00 PM
11/08/2023	9:00 AM-5:00 PM

DETAILS

Chicago - Loop

Metropolitan Building
134 N. La Salle St.
Suite 2060
Chicago, Illinois 60602

No appointments required for this location

Date	Hours
10/19/2023	8:00 AM-5:00 PM
10/20/2023	8:00 AM-5:00 PM
10/23/2023	8:00 AM-5:00 PM
10/24/2023	8:00 AM-5:00 PM
10/25/2023	8:00 AM-5:00 PM
10/26/2023	8:00 AM-5:00 PM
10/27/2023	8:00 AM-5:00 PM
10/30/2023	8:00 AM-5:00 PM
10/31/2023	8:00 AM-5:00 PM

11/01/2023	8:00 AM-5:00 PM
11/02/2023	8:00 AM-5:00 PM
11/03/2023	8:00 AM-5:00 PM
11/06/2023	8:00 AM-5:00 PM
11/07/2023	8:00 AM-5:00 PM
11/08/2023	8:00 AM-5:00 PM
11/09/2023	8:00 AM-5:00 PM

DETAILS

Chicago - North

Veteran's Square

4843 N. Milwaukee Ave.

Chicago, Illinois 60630

No appointments required for this location

Date	Hours
10/19/2023	9:00 AM-5:00 PM
10/20/2023	9:00 AM-5:00 PM
10/21/2023	9:00 AM-2:00 PM
10/23/2023	9:00 AM-5:00 PM
10/24/2023	9:00 AM-5:00 PM
10/25/2023	9:00 AM-5:00 PM

10/26/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-5:00 PM
10/28/2023	9:00 AM-2:00 PM
10/30/2023	9:00 AM-5:00 PM
10/31/2023	9:00 AM-5:00 PM
11/01/2023	9:00 AM-5:00 PM
11/02/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-5:00 PM
11/04/2023	9:00 AM-2:00 PM
11/06/2023	9:00 AM-5:00 PM
11/07/2023	9:00 AM-5:00 PM
11/08/2023	9:00 AM-5:00 PM
11/09/2023	9:00 AM-5:00 PM

DETAILS

Chicago - South

Enter from Garfield/55th Street. Grand Boulevard Shopping Plaza in the Harold Washington Professional Building next door to Metro PCS

5401 S Wentworth Avenue

Chicago, Illinois 60609

No appointments required for this location

Date

Hours

10/19/2023	9:00 AM-5:00 PM
10/20/2023	9:00 AM-5:00 PM
10/23/2023	9:00 AM-5:00 PM
10/24/2023	9:00 AM-5:00 PM
10/25/2023	9:00 AM-5:00 PM
10/26/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-5:00 PM
10/30/2023	9:00 AM-5:00 PM
10/31/2023	9:00 AM-5:00 PM
11/01/2023	9:00 AM-5:00 PM
11/02/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-5:00 PM
11/06/2023	9:00 AM-5:00 PM
11/07/2023	9:00 AM-5:00 PM
11/08/2023	9:00 AM-5:00 PM
11/09/2023	9:00 AM-5:00 PM

[DETAILS](#)**Elgin**

Valley Creek Square
2295 Valley Creek Drive

Suite B

Elgin, Illinois 60123

No appointments required for this location

Date	Hours
10/19/2023	9:00 AM-5:00 PM
10/26/2023	9:00 AM-5:00 PM
10/31/2023	9:00 AM-1:00 PM
11/02/2023	9:00 AM-5:00 PM
11/09/2023	9:00 AM-5:00 PM

DETAILS

Hazel Crest

17504 East Carriageway Drive

Suite C

Park in lot adjacent to 175th St.

Hazel Crest, Illinois 60429

No appointments required for this location

Date	Hours
10/19/2023	9:00 AM-5:00 PM
10/20/2023	9:00 AM-1:00 PM
10/23/2023	9:00 AM-5:00 PM
10/24/2023	9:00 AM-5:00 PM
10/26/2023	9:00 AM-5:00 PM

10/27/2023	9:00 AM-1:00 PM
10/30/2023	9:00 AM-5:00 PM
10/31/2023	9:00 AM-5:00 PM
11/02/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-1:00 PM
11/06/2023	9:00 AM-5:00 PM
11/07/2023	9:00 AM-5:00 PM
11/09/2023	9:00 AM-5:00 PM

DETAILS

Itasca

Hamilton Lakes Business Park
500 Park Blvd.
Suite 1245
Itasca, Illinois 60143

No appointments required for this location

Date	Hours
10/19/2023	8:00 AM-4:00 PM
10/20/2023	8:00 AM-4:00 PM
10/23/2023	8:00 AM-4:00 PM
10/24/2023	8:00 AM-4:00 PM
10/25/2023	8:00 AM-4:00 PM

10/26/2023	8:00 AM-4:00 PM
10/27/2023	8:00 AM-4:00 PM
10/30/2023	8:00 AM-4:00 PM
10/31/2023	8:00 AM-4:00 PM
11/01/2023	8:00 AM-4:00 PM
11/02/2023	8:00 AM-4:00 PM
11/03/2023	8:00 AM-4:00 PM
11/06/2023	8:00 AM-4:00 PM
11/07/2023	8:00 AM-4:00 PM
11/08/2023	8:00 AM-4:00 PM
11/09/2023	8:00 AM-4:00 PM

DETAILS

Joliet

Enter through covered balcony directly next to the parking lot.

2000 Glenwood Avenue

Suite 106

Joliet, Illinois 60435

No appointments required for this location

Date	Hours
10/20/2023	9:00 AM-1:00 PM
10/23/2023	9:00 AM-5:00 PM

10/25/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-1:00 PM
10/30/2023	9:00 AM-5:00 PM
11/01/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-1:00 PM
11/06/2023	9:00 AM-5:00 PM
11/08/2023	9:00 AM-5:00 PM

DETAILS

Naperville

Naperville Office Court - We are in the last suite by the north door. Please refrain from knocking on or entering other suites.

1805 Mill Street

Suite D

Naperville, Illinois 60563

No appointments required for this location

Date	Hours
10/20/2023	9:00 AM-5:00 PM
10/23/2023	9:00 AM-5:00 PM
10/24/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-5:00 PM
10/28/2023	9:00 AM-1:00 PM
10/30/2023	9:00 AM-5:00 PM

10/31/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-5:00 PM
11/06/2023	9:00 AM-5:00 PM
11/07/2023	9:00 AM-5:00 PM

DETAILS

Oak Brook
Oak Brook Office Pavilion
Between First Republic Bank of Chicago and Room & Board
2603 W. 22nd Street
Suite 19
Oak Brook, Illinois 60523
No appointments required for this location

Date	Hours
10/19/2023	10:30 AM-5:00 PM
10/20/2023	9:00 AM-5:00 PM
10/24/2023	9:00 AM-5:00 PM
10/25/2023	9:00 AM-5:00 PM
10/26/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-5:00 PM
10/31/2023	9:00 AM-5:00 PM
11/01/2023	9:00 AM-5:00 PM
11/02/2023	9:00 AM-5:00 PM

11/03/2023	9:00 AM-5:00 PM
11/07/2023	9:00 AM-5:00 PM
11/08/2023	9:00 AM-5:00 PM
11/09/2023	9:00 AM-5:00 PM

DETAILS

Oak Lawn

8833 Ridgeland Ave

State Road Plaza Shopping Center

Next to Beverly's Dog Grooming Salon

Oak Lawn, Illinois 60453

No appointments required for this location

Date	Hours
10/19/2023	9:00 AM-5:00 PM
10/20/2023	9:00 AM-5:00 PM
10/21/2023	9:00 AM-1:00 PM
10/23/2023	9:00 AM-5:00 PM
10/24/2023	9:00 AM-5:00 PM
10/25/2023	9:00 AM-5:00 PM
10/26/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-5:00 PM
10/28/2023	9:00 AM-1:00 PM

10/30/2023	9:00 AM-5:00 PM
10/31/2023	9:00 AM-5:00 PM
11/01/2023	9:00 AM-5:00 PM
11/02/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-5:00 PM
11/04/2023	9:00 AM-1:00 PM
11/06/2023	9:00 AM-5:00 PM
11/07/2023	9:00 AM-5:00 PM
11/08/2023	9:00 AM-5:00 PM
11/09/2023	9:00 AM-5:00 PM

[DETAILS](#)

Peru

Illinois Valley YMCA
 Check in at front desk
 300 Walnut Drive
 Peru, Illinois 61354

No appointments required for this location

Date	Hours
10/25/2023	9:00 AM-1:00 PM
11/01/2023	9:00 AM-1:00 PM
11/08/2023	9:00 AM-1:00 PM

DETAILS

Skokie

In the Old Orchard Office Complex
5225 Old Orchard Road
Suite 38
Skokie, Illinois 60077

No appointments required for this location

Date	Hours
10/19/2023	9:00 AM-5:00 PM
10/20/2023	9:00 AM-1:00 PM
10/24/2023	9:00 AM-5:00 PM
10/25/2023	9:00 AM-5:00 PM
10/26/2023	9:00 AM-5:00 PM
10/27/2023	9:00 AM-1:00 PM
10/31/2023	9:00 AM-5:00 PM
11/01/2023	9:00 AM-5:00 PM
11/02/2023	9:00 AM-5:00 PM
11/03/2023	9:00 AM-1:00 PM
11/07/2023	9:00 AM-5:00 PM
11/08/2023	9:00 AM-5:00 PM
11/09/2023	9:00 AM-5:00 PM

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 25, 2023

RE: 2023 MFT STREETWORK FINAL PAYMENT

The Planning & Zoning Board has been working on quite a few text amendments over the past few meetings. Due to these amendments taking place within the land use portions of the code, they are required to undergo a public hearing at the Planning & Zoning Board prior to their consideration by the Board of Trustees. The amendments, which have been included within the draft ordinance have been assembled for a public hearing on Monday evening so they can be adopted as soon as the next Regular Board Meeting of the Village Board. For many months, upcoming issues are highlighted for the board for future consideration. Having received variance criteria consideration from petitioners, an effort to simplify these considerations had become a priority. In addition to these amendments, the residential design guidelines had been adopted in 2006 but not altered since their adoption. Due to the requirements within these standards and the existence of Table 4: Residential Design Requirements, there were quite a few inconsistencies between the two sets of requirements; the amendments within the ordinance should clarify these inconsistencies.

Variance Criteria

When variances are to be considered by the Zoning Board of Appeals, Table 25 provides certain criteria to be considered prior to the recommendation of granting the requested variance. These criteria are provided each time an applicant requests a variance, but the current language within the Table results in responses from the applicants that are useless as far as the board's determination. This results in the findings of fact often differing from the rationale presented by the petitioner for which they requested a variance. The changes, included within Exhibit C to the ordinance would simplify the criteria, reducing the total from 7 downward to 5 and come along with a new form to be completed when petitioners received packet #1 during their variance request process.

Table 4 Amendments

Dependent upon the zoning classification, the village code provides different tables concerning the minimum setbacks and height of new construction. The residential design requirements within Table 4 differentiated between dwelling units dependent upon the total number of bedrooms within some zoning classes and was irrelevant in others. In addition, the side yard setbacks allowed for a 10% of the total width exception that has simply been reduced to an 8' setback requirement. Now, the table has been updated with minimum square footage requirements being dependent upon residential zoning classification across all categories. These

standards are cross referenced within the newly provided Residential Design Guidelines within the Density discussion so they work alongside each other.

Residential Design Guidelines

Although the industrial and commercial design guidelines have been amended on multiple occasions since their adoption, the residential design guidelines have remained unchanged since their adoption. The largest change is these guidelines reflect Table 4 within Chapter 156 and are required for all residential dwelling units. The existing language provided for new annexations, PUDs and subdivision and often spoke of townhomes and apartments, but did not refer to the village's zoning classifications. This has been updated to apply to all newly constructed homes with greater submission standards for larger developments for 20 dwelling units or more.

After consideration of the draft ordinances occurs on Monday, I will provide an update of the Planning & Zoning Board's recommendation prior to the Regular Meeting time.



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

October 17, 2023

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

SUBJECT: Village of Coal City
2023 MFT
Pay Request #1 & Final

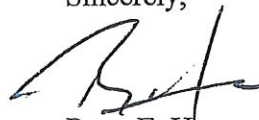
Dear Mayor David Spesia:

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:	\$	185,325.37
Completed Amount:	\$	179,302.87
Previous Payments:	\$	-
0% Retention	\$	-
	\$	<u>179,302.87</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$179,302.87 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/am

Project # 66454.01

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. 1 & Final Date October 17, 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

2023 MFT

[illegible]

By

Dated October 17, 2023



Peru, Morris, Ottawa, Mendota
Illinois

Chamlin & Associates

Project # 66454.01

Total Value of Completed Work	\$	179,302.87
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Deduct	0% To Be Retained	\$	-
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Balance on Completed Work	\$	179,302.87
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Prev. Pay. Made to Contractor	\$	-
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Net Amt. Due - This Estimate	\$	179,302.87
------------------------------	----	------------

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 25, 2023

RE: SANITARY MODERNIZATION PROJECT COMPLETION

The Village had previously borrowed funds to complete the Sanitary Modernization Project. Attached is a recommendation from Chamlin for the final payment to the contractor D Construction for completion of this project. Bond revenues remain from which this final payment shall be funded. This project increased the total volume of sanitary flow that can be treated each day and improved upon many of the mechanical processes with new controls and higher efficiency units within the process. Despite the increased amount of flow that can be treated, the total electricity bill for running the equipment at the facility is expected to decrease.

The portion for which Chamlin managed and is recommending payment is the construction work completed by D Construction, i.e. \$1,814,241. There were other purchases made directly from vendors to save on overhead rates and installed utilizing the hours of Public Works employees. To date, \$2,063,670.90 of the bond funds have been utilized. This last payment of \$225,228.90 represent the final outstanding contract cost remaining for work completed at the sanitary treatment plant.

Recommendation:

Authorize the Final Payment of \$225,228.90 to D Construction related to the Sanitary Modernization Project.



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

October 18, 2023

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

SUBJECT: Village of Coal City
WWTP Improvements 2021
Pay Request #5 & Final

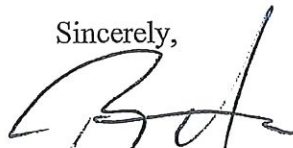
Dear Mayor David Spesia:

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:	\$	1,800,000.00
Change Orders	\$	14,241.00
Completed Amount:	\$	1,814,241.00
Previous Payments:	\$	1,589,012.10
0% Retention	\$	-
	\$	<u>225,228.90</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$225,228.90 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

Project # 5843.01

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO Owner: Village of Coal City
515 S Broadway St
Coal City, IL 60416

PROJECT: Coal City WWTP

Address: 830 N Broadway St
Coal City, IL

4

Distribution to:

☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM CONTRACTOR:

D Construction
1488 S Broadway St
Coal City, IL 60416

VIA Engineer:

Chamlin & Associates
4152 Progress Blvd
Peru, IL 61354

PERIOD TO: 8/31/2023

D PROJECT NO: 22-00024

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

1. ORIGINAL CONTRACT SUM \$ 1,800,000.00
2. Net change by Change Orders \$ 14,241.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,814,241.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,814,241.00
5. RETAINAGE:
 - a. 0 % of Completed Work \$ 0.00
 - b. 0 % of Stored Material \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,814,241.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,589,012.10
8. CURRENT PAYMENT DUE \$ 225,228.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 14,241.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:  Date: 10/19/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$14,241.00	\$0.00
TOTALS	\$14,241.00	\$0.00
NET CHANGES by Change Order	\$14,241.00	

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 9/27/2023
PERIOD TO: 8/31/2023
PROJECT NO: 22-00024

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Mobilization & Layout	\$ 141,950.00	\$ 141,950.00	\$ -			\$ 141,950.00	100.00%	\$ -
2	Earthwork Activities	\$ 64,450.00	\$ 55,350.00	\$ 9,100.00	\$ -		\$ 64,450.00	100%	\$ -
3	Concrete & Reinforcement	\$ 144,000.00	\$ 135,000.00	\$ 9,000.00	\$ -		\$ 144,000.00	100%	\$ -
4	Misc Metals	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -		\$ 35,000.00	100%	\$ -
5	Plumbing (Building & Underground)	\$ 118,600.00	\$ 116,100.00	\$ 2,500.00	\$ -		\$ 118,600.00	100%	\$ -
6	CMU Building Costs	\$ 162,000.00	\$ 145,000.00	\$ 17,000.00	\$ -		\$ 162,000.00	100%	\$ -
7	HVAC	\$ 200,000.00	\$ 178,163.10	\$ 21,836.90	\$ -		\$ 200,000.00	100%	\$ -
8	Electrical	\$ 175,000.00	\$ 160,000.00	\$ 15,000.00	\$ -		\$ 175,000.00	100%	\$ -
9	Specialties & Equipment	\$ 735,000.00	\$ 696,082.00	\$ 38,918.00	\$ -		\$ 735,000.00	100%	\$ -
10	Landscaping	\$ 9,000.00	\$ -	\$ 9,000.00			\$ 9,000.00	100%	\$ -
11	Start-Up & Punchlist	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00			\$ 15,000.00	100%	\$ -
12	CHANGE ORDERS (IF APPLICABLE):	\$ 14,241.00	\$ 14,241.00	\$ -			\$ 14,241.00	100%	\$ -
	GRAND TOTALS	\$ 1,814,241.00	\$ 1,686,886.10	\$ 127,354.90	\$ -		\$ 1,814,241.00	100%	\$ -

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