

COAL CITY
VILLAGE BOARD MEETING
Wednesday, September 25, 2024
7:00 P.M.

AGENDA

1. Call meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes
4. Approval of Warrant List
5. Public Comment
6. Ordinance #24-22 Variance for a Corner Side Yard Fence at 225 S. Primrose
7. Resolution #24-09 Agreement with the Coal City Tennis Association to Contribute \$4K/year for Transformation of the North Park Tennis Courts
8. Authorize Final Disbursement for Second Avenue Project
9. Authorize IEPA Disbursement #9 for Water Treatment Expansion

10. Authorization for DCEO Grant Related to Mega Site Preparation

11. Acceptance of the FY23 Annual Audit

12. Report of Mayor

13. Report of Trustees

- B. Mincey
- C. Lauterbur
- 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

18. Report of Village Administrator

19. Adjourn

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 25, 2024

**RE: VARIANCE AT 225 PRIMROSE FOR FENCE WITH CORNER
SIDEYARD**

Patrick and Jessica Osipavicius of 225 S. Primrose located at the northeast corner of Richards & Primrose would like to construct a fence along the bikepath that runs along Richards adjacent to their backyard. This location would require the construction of the fence within a corner side yard, which is not allowed within Section 156.171 of village code. These homeowners live adjacent to the new playground that was established on the north side of Richards and would like to enclose their corner sideyard at the same time a fence is installed across the rear yard. The portion surrounding the utilities located in the southeast corner of their yard will possess a 5' setback from the southerly boundary (along the sidewalk) and it will be returned along the sidewalk with a 2-foot setback.

No one aside from the petitioners appeared at the public hearing, which was conducted at the September 16th Meeting of the Zoning Board of Appeals; all of the members in attendance unanimously recommended their variance request in order to install the fence within the corner side yard.

Recommendation:

Adopt Ordinance No. ____: Granting a Variance for eth Installation of a Fence within the Corner Sideyard at 225 S. Primrose.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Patrick & Jessica Osipavicius

Address: 225 S. Primrose Dr. Phone number: 708-955-2278

815-302-3296

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: RM-1 Use of surrounding properties: North RM-2 South RS-3

East RM-1 West RM-1

What zoning change or variance: (specify) A Variance of 25 ft to the front yard setback and a variance to the allowable obstructions table

To allow what use A fence over 3ft tall within the front yard

Tax number of subject property: 09-02-228-001

Common address of property: 225 S Primrose

Parcel dimensions: 120 x 95 Lot area (sq. ft.) 11400

Street frontage 120 of Richards and 95 of Primrose

Legal description _____

Meadow Estates Sub, Phase 1, Amended Plat, Lot 100 Sec 2-32-8

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

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

Patrick Osipavilius, 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 15th day of August, 2024.

Linda Sula

Notary Public (Seal)



Patrick Osipavilius

Signature of Owner

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

Please note the number of pages attached. 0

FOR OFFICE USE ONLY

Case number	<u>2A-389</u>	Location of hearing
Filing date	<u>8-15-24</u>	Village Hall
Hearing date	<u>9-16-24</u>	515 South Broadway
Filing fee	<u>\$ 100</u>	Coal City, Illinois
Hearing time	<u>9-25-24</u>	

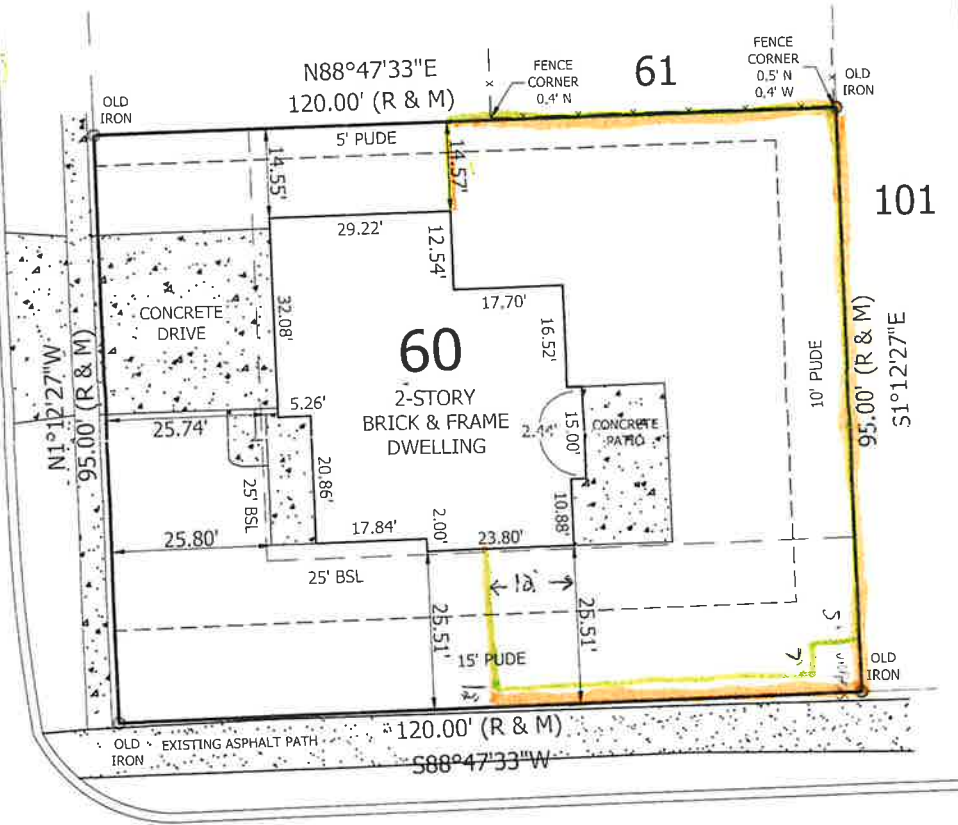
FINAL PLAT OF SURVEY

LOT 60, IN MEADOW ESTATES SUBDIVISION PHASE 1 - AMENDED PLAT, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 2008 IN PLAT CABINET H, SLIDE 198, AS DOCUMENT No. 495728, IN GRUNDY COUNTY, ILLINOIS.



(IN FEET)
1 inch = 20 ft.

PRIMROSE DRIVE



RICHARDS STREET

NOTES:

- PUDE PUBLIC UTILITY DRAINAGE EASEMENT
- BSL BUILDING SETBACK LINE
- (M) MEASURED
- (R) RECORD

STATE OF ILLINOIS)
COUNTY OF WILL)
I, MICHAEL R. ROGINA, ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT THIS FINAL PLAT OF SURVEY IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 17TH DAY OF JULY 2024

Michael R. Rogina
MICHAEL R. ROGINA
I.P.L.S. 3518
LICENSE EXPIRES 11/30/2024



COMMONLY KNOWN AS:
225 PRIMROSE DRIVE
COAL CITY, ILLINOIS 60416

P.I.N. 09-02-228-001

LOT 60, IN MEADOW ESTATES PHASE 1 AMENDED PLAT SUBDIVISION

SCALE: 1" = 20' FIELDWORK DATE: 7-14-2024 REVISED FIELDWORK DATE: DRAWN BY: CRR



ROGINA

ENGINEERS & SURVEYORS, L.L.C.
1225 Channahon Road Joliet, Illinois 815/729-0777 FAX 815/729-0782
Professional Design Firm License No. 184-006843 - Exp. 4/30/2025

SCAGGS CONSTRUCTION CO.

FILE NO: 8428.16

Plot Date: 7/15/2024 10:12 AM Layout: ore 11x17 SURVEY

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 225 PRIMROSE IN
THE VILLAGE OF COAL CITY**

DAVID SPESIA, President
ALEXIS STONE, Village Clerk

TIM BRADLEY
DAN GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2024

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 225 PRIMROSE IN THE VILLAGE OF COAL CITY

WHEREAS, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Patrick and Jessica Osipavicius (“applicant”) on August 15, 2024 for the placement of a vinyl picket fence; and

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

WHEREAS, a public hearing was noticed and duly held on September 16, 2024; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on September 16, 2024, 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 225 Primrose:

- A. **Special Circumstances Not Found Elsewhere.** The petitioner’s yard is located adjacent to a public park and a public bikepath.
- B. **Unnecessary Hardship.** The utilization of the property is hampered by the immediate adjacency of public park facilities; the capability to place a fence within the corner sideyard will allow the petitioner to fully utilize their yard.

- C. **Consistent with Rights Conferred by the District.** This variance is consistent with the land use in residential districts described within the comprehensive plan.
- D. **Necessary for Use of the Property.** The provision of this petition shall allow the applicant the use of the property in a manner equivalent to the use permitted by other owners of property in the immediate area.
- E. **Minimum Variance Recommended.** The requested variance is the minimum footage required and portions were moved away from the boundary in order to accommodate public utilities located within the southeast corner.

Section 3. Description of the Property. The property is located at 225 Primrose in the Village of Coal City within an RM-1 District.

Section 4. Public Hearing. A public hearing was advertised on August 28, 2024 in the Coal City Courant and held by the Planning and Zoning Board on September 16, 2024, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variations. The variations requested in the August 15, 2024 Variance Application to the Zoning Code is granted to allow a 2' setback within the corner side yard excepting the portion to be boxed out allowing for external access to the existing public utilities located within the southeast corner of the residence for the construction of a 6' high vinyl fence to be connected to the existing fence alongside the north side of the residence.

Section 6. Conditions. The variance granted herein is contingent and subject to the following conditions its construction being consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

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

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 225 PRIMROSE IN THE VILLAGE OF COAL CITY

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 _____, 2024, 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: September 25, 2024

**RE: TENNIS COURT CONVERSION AGREEMENT WITH COAL CITY
TENNIS ASSOCIATION**

One of the projects that came from our local MAPPING effort, which has now been renamed Coaler DRIVE, is the resurfacing and reutilization of the North Park Tennis Courts, which are to become Pickle Ball courts when they are resurfaced and refinished in the upcoming weeks. The timing of the courts' resurfacing is largely a product of D Construction's asphaltting scheduled for our regular annual streets program, but changing their finish to accommodate pickle ball is being completed because the village has been discussing a plan by which a local non-profit tennis organization, run by high school tennis coach Matt Leman, would utilize the space and run programming on the newly finished courts after they have been completed.

Attached is a facility utilization agreement wherein the tennis association shall possess the capability to program the space with notice to the village. For their part, the organization will remit \$4,000 annually prior to October 1st of each year beginning with the first due date 10/1/25 and continuing through 10/1/29 until \$20,000 has been contributed. They may pay off the balance at any time and upon that amount having been received, they would submit a facility usage form just like the other organizations like CC Baseball/Softball and Soccer who utilize CC parks facilities. In addition to the capability for reserved time on the newly established pickle ball courts, the village will provide the former tennis court flooring to be removed to them, which will allow the non-profit to donate that material elsewhere.

At Fall Fest, Mr. Leman hosted some makeshift pickle ball courts near the rock wall with a great deal of success. The high school recently resurfaced its tennis courts and the North Park conversion of the former tennis courts will assist with eliminating the need for residents to attempt to re-stripe the new high school courts and provide a greater number of match surfaces – the same area that hosted 2 tennis courts will host 6 pickle ball courts at North Park.

Recommendation:

Adopt Resolution No. ____: Entering into a Pickleball Recreational Programming Agreement regarding the creation and utilization of North Park Pickleball courts.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING ENTRY INTO A PICKLEBALL RECREATIONAL
PROGRAMMING AGREEMENT WITH THE COAL CITY TENNIS ASSOCIATION
(NORTH PARK COURTS)**

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

TIMOTHY BRADLEY
DANIEL GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City on _____, 2024.

**A RESOLUTION APPROVING ENTRY INTO A PICKLEBALL RECREATIONAL
PROGRAMMING AGREEMENT WITH THE COAL CITY TENNIS ASSOCIATION
(NORTH PARK COURTS)**

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

WHEREAS, the Village owns, maintains and operates the North Park Tennis Courts and intends to resurface the same for conversion into pickleball courts for community use;

WHEREAS, the Coal City Tennis Association desires to establish recreational leagues and instructional programming utilizing the pickleball courts in return for annual payments and in accordance with the terms and conditions set forth in the attached Agreement; and

WHEREAS, the Parties wish to enter into the agreement attached hereto as Exhibit 1 in order to establish a mutually beneficial shared usage agreement that will enhance community health and recreational opportunities; and

WHEREAS, the Parties have negotiated the attached agreement providing for the scheduling and programming for the pickleball courts in accordance with the agreement affixed hereto as **Exhibit 1** (the “Agreement”) and incorporated by reference as though fully set forth herein; and

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) hereby find and determine that the Agreement is in the best interests of the Village and the residents thereof;

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. APPROVAL OF AGREEMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement in substantially the form attached hereto as **Exhibit A** (the “Agreement”) and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith

are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this

Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Resolution shall be in full force and

effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2024, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

EXHIBIT 1

North Park Pickleball Courts Agreement

[attached on following pages]

**VILLAGE OF COAL CITY
PICKLEBALL RECREATIONAL PROGRAMMING AGREEMENT
(NORTH PARK COURTS)**

THIS RECREATIONAL PROGRAMMING AGREEMENT (“*Agreement*”) is made this _____ day of _____, 2024 by and between the Village of Coal City, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and Coal City Tennis Association (hereinafter referred to as the “*Programmer*”).

RECITALS

WHEREAS, Programmer is a duly registered not-for-profit corporation that provides tennis and other racquet sports instructional, organizational and programming services in furtherance of public health and community (the “*Recreational Activities*”); and

WHEREAS, Programmer desires to use certain pickleball courts owned by the Village in North Park, commonly known as the North Park Tennis Courts following the completion of the Village’s resurfacing project that will result in the conversion of the existing tennis courts to six (6) pickleball courts (collectively, the “*Courts*”) for Programmer’s recreational activities on a non-exclusive basis; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into this Agreement to enhance the recreational opportunities within the Village by allowing the Programmer to use the Courts in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Programmer agree as follows:

A. RECITALS. The above recitals are hereby incorporated into and made part of this Agreement.

B. COURT USAGE. Beginning October 1, 2024 or as soon thereafter as the resurfacing project is completed, the Village will permit Programmer to conduct the Recreational Activities on the Courts in accordance with reserved times not to exceed four (4) hours per day six (6) days per week and up to eight (8) hours per day once per week or banked for a rolling two-week period to enable a maximum of two (2) eight hour days of exclusive usage over such period. Reservations shall be established no less than two (2) weeks prior to any reserved time. Where the Parties mutually elect to establish a recurring set schedule weekly, monthly or seasonally, such schedule shall be attached hereto and supplemented or replaced from time to time as *Exhibit A*. Programmer will have no exclusive rights to use the Courts outside of the dates and times identified on Exhibit A. The Village will have the right, in its sole discretion, to close the Courts for maintenance or other public safety reasons, and Programmer will have no right to use the Courts during such time.

C. VILLAGE RESPONSIBILITIES. The Village agrees to provide the following services for the Courts:

1. The Village will maintain the Courts at its own expense.
2. The Village will provide garbage bins at the Courts and will arrange for periodic garbage pick-up.
3. The Village shall provide the existing tennis court flooring to Programmer following its removal for donation or disposal. If Programmer does not accept such surface materials within four (4) years of the Effective Date, the Village may dispose of the same at its convenience and discretion without further notice to Programmer.
4. The Village's designated non-emergency contact as for questions regarding the Courts is _____, who may be reached Monday-Friday from the hours of _____ at _____.

D. PROGRAMMER OBLIGATIONS. Programmer will be responsible for the following:

1. Programmer shall annually remit a minimum of \$4,000 to the Village on or before October 1 beginning October 1, 2025 and continuing through 2029 or until \$20,000 has been paid in the aggregate, whichever occurs sooner. If Programmer shall fail to remit its annual payment, its exclusive right to program recreational activities at the Courts shall be suspended without advance written notice until such time as the balance is brought current. In such case, Programmer may access the Courts on the same terms and conditions as the general public, without any exclusive right to reserve or program the same to the exclusion of the general public.
2. Programmer will provide all necessary equipment for the Recreational Activities.
3. Programmer will restore the Courts after each use to the same condition as Programmer found the Courts, including the removal of any garbage or debris (water bottles, paper, ect.) as reasonably determined by the Village.
4. Programmer may not store any equipment at the Courts without the express written consent of the Village.
5. Programmer will be responsible for inspecting the Courts and determining whether they are safe and suitable for the Recreational Activities.
6. Programmer will be responsible for monitoring weather conditions while using the Courts, and will be responsible for determining if the Recreational

Activities should be suspended or cancelled due to inclement or dangerous weather.

7. Programmer will be responsible for any and all equipment or other personal property brought onto the Courts by Programmer or the participants in the Recreational Activities. The Village will not be responsible for any lost, damaged, or stolen property brought onto the Courts.
8. Programmer will comply with all applicable local, state, and federal laws applicable to Programmer and the Recreational Activities. Programmer will not discriminate or refuse to allow an individual to participate in the Recreational Activities on basis of race, creed, color, sex, sexual orientation, military service status, age, national origin, matriculation, disability, or any other class protected by local, state, or federal law.
9. Programmer will be responsible for the safety of all participants in the Recreational Activities, including ensuring all of Programmer's employees and volunteers are qualified and capable of supervising the Recreational Activities.
10. Programmer must include the Village of Coal City as a released party in the Programmer's waiver and release of liability for participants in the Recreational Activities. Programmer must provide the form waiver and release of liability for the Village's review and approval before Programmer uses the Courts.

E. TERM OF AGREEMENT. This Agreement shall be in effect from *(insert term start date)*, 2024 to *(insert term end date)*, 2024. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

F. INDEMNIFICATION. Programmer will, and hereby agrees to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys' fees, arising out of or related to (i) the acts and/or omissions of Programmer or Programmer's employees, agents, or volunteers, (ii) the use of the Courts by Programmer or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Courts during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Programmer will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys' fees, incurred by reason of Programmer's breach of any of its obligations under this Agreement.

G. INSURANCE. Programmer will carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$2,000,000.00. Programmer will add the Village as an additional insured party on any policy for the use of the Courts by Programmer. Programmer will provide a

certificate of insurance evidencing such coverage to the Village Clerk prior to any use of the Courts by Programmer.

H. MISCELLANEOUS.

1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
2. Programmer may not assign this Agreement without the express written consent of the Village.
3. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement
4. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any legal action commenced with respect to this Agreement shall be commenced and prosecuted only in a court of proper jurisdiction in Grundy County, Illinois.
6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, court costs, and any other collection costs.
8. This Agreement is made solely between the Parties, and is not intended, and shall not be construed, to create any rights of, or duties or obligations to, any third party.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date written above.

VILLAGE OF COAL CITY

COAL CITY TENNIS ASSOCIATION

David A. Spesia

Matthew Jon Leman

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 25, 2024

RE: PAYMENT #9 FOR THE WATER TREATMENT EXPANSION PROJECT

The IEPA has approved \$7,046,474 for total expenditure on the current water treatment expansion project (with \$1,250,000 of that total to be forgiven). In order to keep the Board apprised of payment status on the project, IEPA Loan Disbursements will be reviewed from time to time. Since the last regular board meeting, Gene Wren construction successfully tested its portion of raw water main and connected the well head with the previously installed new Well #7. There are payments for both Wren Construction and Midwest Well on this request; additionally, the total project budget has increased due to a change order that was approved by the IEPA.

<i>Category</i>	<i>Vendor</i>	<i>Amount</i>	<i>Total Allotted</i>	<i>% disbursed</i>
Design Engineerg.	C City Reimb. Chamlin	\$308,020 20,000	\$328,020	100 %
Construction Enginrg.	Chamlin	\$87,375	\$382,690	23
Project Construction	Midwest Well	667,288	788,363	85
	Wren Constr.	174,556	182,691	96
	D Constr.	<u>1,597,368</u>	<u>5,339,710</u>	30
		\$2,854,607	\$7,046,474	41 %
Total of Previous Disbursements		<u>\$2,565,807</u>		
Disbursement #9 Payment		\$287,798		

Recommendation:

Authorize the next payment of \$173,556 to Gene Wren Construction and \$114,243 to Midwest Well Service with IEPA construction proceeds for completion of 41% of the total water treatment expansion project.



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Water Revolving Loan Fund Request for Loan Disbursement

Loan Recipient: Village of Coal City
Service Dates for this Request: From: 7/31/2024
To: 9/13/2024

Loan #: L17-3512
Request #: 9
Date: 9/16/2024

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

Please complete, print, sign, scan, and email to EPA.LoanMgmt@illinois.gov

	Eligible Budget (per loan agreement +/- IEPA approved change orders)	Total Cumulative Costs Incurred to Date	Total Cumulative Eligible Costs Incurred to Date
Legal/Administrative	\$25,000.00		
Design Engineering	\$328,020.00	\$346,924.00	\$328,020.00
Construction Engineering	\$382,690.00	\$87,374.50	\$87,374.50
Construction (before retainage) - List each contractor separately			
Midwest Well Service Inc.	\$788,363.00	\$702,407.70	\$702,407.70
Gene Wren Construction, LLC	\$182,690.52	\$182,690.52	\$182,690.52
D Construction	\$5,339,710.00	\$1,774,852.90	\$1,774,852.90
Other: _____			
TOTAL COSTS TO DATE		\$3,094,249.62	\$3,075,345.62
Less Retainage - List each contractor separately			
Midwest Well Service Inc.		\$35,120.39	\$35,120.39
Gene Wren Construction, LLC		\$9,134.53	\$9,134.53
D Construction		\$177,485.29	\$177,485.29
Less Paid with Other Funding Sources			
Less Total Interest Earned on Invested Funds			
Less Total Disbursements to Date			\$2,565,807.77
Less Rounding adjustment for bonds (if necessary)			
NET DISBURSEMENT REQUESTED			\$287,797.64

FOR AGENCY USE ONLY

Prepared by: _____
Approved by: _____

Date: _____
Date: _____

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 25, 2024

**RE: ENTERING INTO A GRANT APPLICATION WITH GEDC FOR
PRELIMINARY PLANNING GRANT**

The Village of Coal City has engaged in a few opportunities in order to allow the competitiveness of the Coal City industrial park site located south of Reed Road and west of S. Broadway in order to gain additional investment. Currently, Coal City's is one of the few megasites (those locations with more than 100 acres) throughout the State of Illinois that is being highlighted with the potential to host industrial users wishing to possess access to local rail, and easy access to the utilities and power.

The Grundy Economic Development Council (GEDC) has been invited to apply for an available planning grant from the Department of Commerce and Economic Opportunities (DCEO) to complete a few more tasks to assist with the initial entitlement that can be completed in order to better inform potential locators of the advantages at this site and the capability to communicate the site is ready and available for development. GEDC will write the grant on behalf of the landowners and Coal City. With Coal City being the applicant, only a 20% match will be required. The maximum planning grant of \$150,000 is the one for which GEDC will write the grant. The concept would be to complete this step prior to looking at any capital project construction.

Attached is communication from GEDC to the landowners group explaining how this project works. At this point, a pledge of 20% match, i.e. \$30,000 is necessary to complete the application and submit it to DCEO. This expense can be paid from existing economic development proceeds. Please note, this application will provide preliminary planning results for the next section to be annexed located on the west side of Carbon Hill Rd.

Recommendation:

Authorize Mayor Spesia to sign onto a Letter of Support to be included within the Grant Application pledging 20% match for the grant application.

As a follow up to our discussion last week, I'd like to partner with the Village of Coal City and your land investor group to apply for a grant recently released by the Illinois Department of Commerce and Economic Opportunity (DCEO), Illinois Regional Site Readiness Program. The purpose of the grant is to assist regions in getting their developable land more site ready for industrial development to compete and ultimately win new investment and create jobs in Grundy County. The basics of the grant are detailed below.

Two Types of Grants and Funding (applicant cannot apply to both)

Planning – Grants are available from \$25,000 to \$150,000 to conduct all levels of planning and environmental studies detailed below:

Environmental studies

- o Phase I Environmental Site Assessment
- o Phase II Environmental Site Assessment
- o Wetland delineation
- o Archeological surveys
- o Historical properties studies/surveys
- o Floodplain, soils, threatened and endangered species analysis
- o Topographic survey
- o Preliminary geotechnical study

Capital Ready – Grants are available from \$250,000 to \$3 million for bondable projects like water, sewer and roads.

Match Required

20% match required if unit of government or economic development organization is the applicant

50% match required if landowner is the applicant

Timing

Preliminary Grant Review on October 4, 2024 (preferred but not required)

Grants are due on October 21, 2024.

What We Need From You The landowners need to provide a MOU with the Village of Coal City (or something similar) confirming the land is available for sale or lease for industrial development.

We propose an application for the planning grant for the entirety of Section 16 in Maine Township. Although the capital ready grant is larger, none of the planning studies are complete, which causes a valid concern about our ability to be competitive for the capital ready grant. The Village of Coal City would likely be the applicant and the GEDC would assist in the grant preparation.

Please let me know if you are interested in moving forward with this grant and providing an MOU regarding industrial development of the property. The sooner we have some direction, the more time we'd have to submit to prepare a quality application. If you have any questions or comments, please don't hesitate to contact me.

Best regards,
Nancy

Nancy E. Norton
President & CEO

815-942-0163 Office
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MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 25, 2024

RE: ADOPTION OF THE FY23 AUDIT

The Village of Coal City has undergone an extensive auditing process as its long-term auditor was no longer servicing clients requiring the audit for financial practices and transactions concerning the year from May 1, 2022 until April 30, 2023 to be undertaken by a new firm, Sikich. Due to their new review of the village's practices, procedures, and accounts, extensive testing of transactions and policies was conducted including the reconstruction of a capital asset inventory dating back to 2008 at the time a General Accounting Standards Board (GASB) requirement came into place by which all infrastructure was to be tracked and provided a value in order to depreciate the existing assets on an annual basis.

The auditors got off to a late start due to the unexpected change in firms (this abrupt change was causing many governmental entities similar delays due to a lack of competitive and competent firms to provide this service). After their onsite work, the establishment of the capital assets inventory was produced and reviewed during the first two quarters of 2024. Tuesday evening, the Finance Committee is to review the proposed audit, which shall be filed after its adoption. Much time, work, and effort was taken to make report all of the funds on a modified accrual basis versus the cash basis analysis that occurred on all but the enterprise funds in the past.

Overall, net position has increased, but more importantly fund balance increases were recorded within the general, TIF, and water & sewer funds. Meanwhile, the village's legal debt margin has increased from \$5.168 million upwards to \$6.729 million due to increases in assessed valuation and paying off existing debt. Pension funding for IMRF remains near fully funded at 97.34% and the Police Pension amount funded percentage continues to increase upwards past half to 50.42%. Treasurer Leanne Vota is planning upon presenting the audit at the meeting following the work at the subcommittee to review this document.

Every year requires much time spent finding the transactions to be tested, explaining the policies as it pertains to the audit review and working with the auditor on their findings and conclusions; this year had many more challenges than usual as the Village's Finance Manager, Kristi Wickiser, worked with Sikich on the historical audit findings and providing current practices to arrive at the final audit. Following the adoption of the FY23 Audit, Sikich is scheduled to conduct the FY24 audit in the first quarter of 2025 due to the village switching over to a new software in November/December of this year. It is anticipated the second year, having already established necessary records and inventories, will move much more quickly.

Recommendation:

Adopt the FY23 Audit for the fiscal year ending April 30, 2023.