
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 24-02

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH JOSEPH THOMAS PHILLIPS AND JOSEPH JOHN PHILLIPS
AS CO-TRUSTEES OF THE JOSEPH THOMAS PHILLIPS REVOCABLE TRUST
DATED JULY 22, 2024, AND KAREN A. TOGLIATTI AS TRUSTEE OF THE KAREN
TOGLIATTI TRUST DATED JULY 25, 2024
CONCERNING 80 ACRES TERRITORY IN UNINCORPORATED GRUNDY
COUNTY, ILLINOIS

(09-15-300-002)

DAVID A. SPESIA, Village President
KAYLA MELVIN, Village Clerk

ROSS 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 February 24, 2026

ORDINANCE NO. 26-02

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH JOSEPH THOMAS PHILLIPS AND JOSEPH JOHN PHILLIPS AS CO-TRUSTEES OF THE JOSEPH THOMAS PHILLIPS REVOCABLE TRUST DATED JULY 22, 2024, AND KAREN A. TOGLIATTI AS TRUSTEE OF THE KAREN TOGLIATTI TRUST DATED JULY 25, 2024 CONCERNING 80 ACRES TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS

(09-15-300-002)

WHEREAS, the Village of Coal City (hereinafter, “the Village”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois;

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom;

WHEREAS, 65 ILCS 5/11-15.1-1, provides that the Village may enter into an annexation agreement with the owners of record of land in unincorporated territory, which land may be subsequently annexed to the Village in accordance with Article 7 of the Illinois Municipal Code at the time the land becomes contiguous to the Village; and

WHEREAS, the Village has received a petition for annexation from Joseph Thomas Phillips and Joseph John Phillips as Co-Trustees of the Joseph Thomas Phillips Revocable Trust Dated July 22, 2024, and Karen A. Togliatti as Trustee of the Karen Togliatti Trust Dated July 25, 2024, each as to an undivided one-half interest (cumulatively, “Owners”) of certain unimproved real property utilized for agricultural purposes located east of and adjacent to South Carbon Hill Road in unincorporated Grundy County, Illinois, P.I.N. 09-15-300-002 and legally described as:

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Fifteen (15) in Township Thirty-two (32) North, Range Eight (8) East of the Third Principal Meridian, Grundy County, Illinois.

(hereinafter, the "Property"), together with any public streets or highways adjacent to or within the said territory that have not been previously annexed to any municipality; and

WHEREAS, the Property and any contiguous rights-of-way which are included with said annexation by operation of law shall be cumulatively known as the "Territory"; and

WHEREAS, the parties to the proposed annexation agreement are desirous to establish the terms and conditions by which any annexation of the Territory would be accomplished, including without limitation, the zoning, use and development of the Territory and certain other terms and conditions as more fully provided in the Annexation Agreement appended hereto to as **Exhibit A** ("Agreement"); and

WHEREAS, it is in the best interests of the Village of Coal City, Grundy and Will Counties, Illinois, that an annexation agreement pertaining to the Territory be entered into; and,

WHEREAS, the Agreement has been negotiated between the Village and Owners concerning the terms governing the future voluntary annexation of the Territory to the Village pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.*; and,

WHEREAS, pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, the Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon on February 24, 2026, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village; and

WHEREAS, the Agreement has been submitted to Owners for review and consideration and the Owners have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owners; and

WHEREAS, the Owners and the Village are ready, willing, and able to enter into the Agreement and to perform the obligations as required hereunder; and,

WHEREAS, the Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance; and

WHEREAS, the statutory procedures provided in Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.* for the approval and execution of the Agreement have been fully complied with.

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

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

SECTION 2. Authorization.

A. Approval, Execution. The Village Board hereby approves the Agreement. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest the Agreement on behalf of the Village, and the Village Administrator is authorized to implement and enforce the Annexation Agreement's terms.

B. Recordation. The Village Clerk is authorized and directed to record, at the Owners' expense, a fully executed copy of the Agreement at the Office of the Recorder of Deeds, Grundy County, Illinois.

SECTION 3. Repealer. All ordinances 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 Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness.

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

SO ORDAINED this 24 day of February, 2026, at Coal City, Grundy and Will Counties, Illinois.

AYES: 6

ABSENT: 0

NAYS: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


David A. Spesia, President

Attest:


Kayla Melvin, Clerk

EXHIBIT A

Annexation Agreement

ATTACHED ON THE FOLLOWING PAGES

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

**JOSEPH THOMAS PHILLIPS REVOCABLE TRUST and the KAREN A. TOGLIATTI
REVOCABLE TRUST**

**ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this 24th day of Feb 2026, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and the JOSEPH THOMAS PHILLIPS REVOCABLE TRUST, dated July 22, 2024 ("Phillips Trust") and the KAREN A. TOGLIATTI REVOCABLE TRUST, dated July 25, 2024 ("Togliatti Trust"). The Village, Phillips Trust and Togliatti Trust may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

- A. The Phillips Trust and Togliatti Trust jointly own as tenants in common (the Phillips Trust and Togliatti Trust shall be cumulatively referred to herein as "**Owner**") certain unimproved real property utilized for agricultural purposes located east of and adjacent to South Carbon Hill Road in unincorporated Grundy County, Illinois, P.I.N. 09-15-300-002 and legally described in **Exhibit A** (the "**Property**").
- B. The Property consists of 80 unimproved acres used for agricultural purposes. The Property is depicted and legally described on the Plat of Annexation prepared by Kimley-Horn, dated Feb 2, 2026 and attached hereto as **Exhibit B** ("**Plat of Annexation**").
- C. The Property is contiguous to the Village's boundaries and is not located within the corporate limits of any municipality.
- D. Owner desires to annex the Property as shown in the Plat of Annexation into the Village, pursuant to the terms and conditions of this Agreement; and
- E. Owner has filed a duly executed and authorized annexation petition with the Village Clerk signed by the owners of record of all land within the Property, and by all electors residing thereon, if any.
- F. Owner has also signed and filed with the Village duly executed applications seeking rezoning as set forth hereinbelow.
- G. Owner desires to sell the Property for future industrial development consistently with uses permitted as of right or specially permitted pursuant to a planned development permit in the Village's I1 – Industrial Zoning District ("**I1 District**").
- H. Immediately upon annexation, Owner seeks to have the Property designated in the I1 District. The Parties agree that the Property is presently used for agricultural purposes and that Owner shall be permitted to continue the existing agricultural use of the Property unless and until the Property or some portion thereof is developed as

a data center or other permitted use in the I-1 District as set forth in Chapter 156, Table 9, Group Z of the Coal City Code of Ordinances, as now or hereafter amended.

- I. The Village is desirous of establishing contiguity with additional acreage under separate ownership for purposes of subsequent subdivision, industrial development and the establishment of a new tax increment finance district within the Village and, as such, the Parties have negotiated the terms of a partial property tax rebate for the Property until such time as it is sold, subdivided, or developed for non-agricultural use.
- J. Owner has represented to the Village that, without the assistance of the Village as set forth in this Agreement, annexing into the Village would not be desirable.
- K. The Village has authority pursuant to 65 ILCS 5/11-15.1-2(e-5) and 35 ILCS 200/18-165 to abate real estate property taxes as provided herein.
- L. Owner desires to annex the Property into the Village, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- M. The Owner has agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, Village approval of rezoning of the Property.
- N. The Property is not presently located within the corporate limits of any municipality but is contiguous to the Village, as provided in 65 ILCS 5/7-1-1, *et seq.*
- O. The Parties are authorized to enter into this Agreement pursuant to the provisions of 65 ILCS 5/11-15.1-1 *et seq.* and desire to enter into a binding annexation agreement governing the annexation and zoning of the Property and to provide for certain other matters related to the taxation, development and operation of the Property.
- P. The Village has agreed to have the Property annexed into the Village and to have the Property rezoned into the I1 District, in accordance with the Village Code and after a duly noticed public hearing has been conducted by the Village's Zoning Board of Appeals ("ZBA"), subject to the provisions of this Agreement.
- Q. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.

- R. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- S. The Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.
- T. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- U. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound hereby covenant and agree as follows:

SECTION 2. INCORPORATION OF RECITALS.

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "Effective Date") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twenty (20) years, commencing as of the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

A. Annexation Petition. Owner has filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Said petition is conditioned on the terms and provisions of this Agreement.

B. Adoption of Annexation Ordinance. Not later than thirty (30) calendar days after approval of this Agreement, the Village President and Board of Trustees (the "Corporate Authorities") of the Village agree to approve an ordinance in substantially the form of Exhibit C (the "Annexation Ordinance"), annexing the Property and any contiguous rights-

of-way which are included with said annexation by operation of law (cumulatively, the "Territory") to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois.

B. Effective date of Annexation. The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 5. ZONING OF THE PROPERTY.

A. Initial Zoning. The Village and Owner agree that the Property shall be zoned Low-Density, Single-Family Residential ("RS-1") initially upon annexation by operation of Section 156.048 of the Village Code concerning the zoning classification of annexed property.

B. Rezoning.

1. The Parties acknowledge and agree that (i) Owner has petitioned the Village for a zoning map amendment reclassifying the Property from RS-1 to the I1 District (the "Rezoning"), (ii) the Village's Zoning Board of Appeals ("ZBA") has conducted a duly noticed public hearing thereon and that the Village has completed all jurisdictional and procedural prerequisites necessary to render a final vote and decision upon Owner's pending Rezoning petition, and (iii) the ZBA has recommended approval of the Rezoning to the Corporate Authorities.
2. Promptly upon passage of the Annexation Ordinance, the Village shall adopt an ordinance granting the Rezoning. Except as otherwise provided herein, the development and operation of the Property shall be subject to the bulk and use provisions of the I1 District.

SECTION 6. PROPERTY TAX REBATE.

A. Rebate Contingencies. The Village will rebate a portion of property taxes paid on the Property in accordance with the schedule set forth herein only if the conditions of this Section 6 and the Agreement are met and maintained by Owner.

B. Rebate Obligation. Provided that Owner meets and maintains the following conditions and Owner is otherwise in compliance with its obligations under this Agreement, the Village agrees to abate the stated portion of Owner's real estate property taxes paid on the Property as hereafter set forth:

1. Owner continues to own fee simple title to the Property; and

2. The Property is not subdivided or otherwise developed for purposes other than the uses in existence as of the Effective Date.

C. Loss of Rebate. If the Property, or any portion thereof, is sold to a third party in an arms-length transaction, or subdivided for development purposes and not merely to facilitate a sale of the Property in portions to multiple purchasers, or otherwise becomes the subject of an approved development project, then Owner or its successor(s) in interest shall not be entitled to any tax rebate for property taxes paid for any tax year in which the disqualifying activity takes place and all subsequent years.

D. Rebate Schedule. The Village shall rebate the portion of the general real estate taxes assessed on the Property and disbursed to the Village (“**Village Property Tax Share**”) for the undeveloped portions of the Property (or any subdivided portion thereof) equal to the amount of such general real estate taxes assessed on the Property and disbursed to the Village that is specifically attributable to any (i) general obligation debt service by the Village plus (ii) any portion of property taxes allocated to the Village’s Parks Fund (“**Partial Tax Rebate**”) corresponding to taxes paid for any year beginning with the later of the (x) 2025 tax bill (payable in 2026) and (y) tax year of the effective date of annexation, as long as Owner meets and maintains the conditions set forth above.

SECTION 7. SANITARY/STORM SEWER/POTABLE WATER.

The Property is not now serviced by a water main or sanitary sewer, but if such service becomes available due to the extension of a watermain or sewer main adjacent to the Property in the future and Owner connects to the Village water or sanitary sewer system, the Village agrees to waive its standard tap-on fees for such connection, but sewer and water capacity user fees shall be assessed at the time of and as a condition precedent to connection in accordance with Section 51-49(A)(2).

SECTION 8. FEES, DEDICATIONS, DONATIONS AND CONTRIBUTIONS.

- A. **Negotiation and Review Fees.** In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by any applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended (“**Legal Requirements**”), the Owner shall pay to the Village, immediately after presentation of a written demand or demands for payment, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, drafting, recording, review or preparation of plats of annexation and legal notices associated with Owner’s petition for annexation, this Agreement or the annexation of the Property (“**Annexation Expenses**”). The Parties agree that Owner’s liability for Annexation Expenses shall be capped at a maximum of \$2,000.00. Payment of all fees, costs, and expenses for which demand has been made, up to the \$2,000.00

agreed-upon limit, but payment has not been received by the Village prior to execution of this Agreement, shall be made contemporaneous with, and as a condition precedent to, the execution of this Agreement by the Village.

- B. Building Permits, Water & Sewer Impact Fees. Except as may be otherwise agreed by the Parties, building permit fees shall be assessed in accordance with normal Village practice, which shall include water and sewer impact fees as set forth in Sections 51-50(A)(2) and (A)(4) of the Village Code.
- C. Wastewater and Water Treatment Fees. Except as may be otherwise agreed by the Parties, as a condition precedent to the issuance of a building permit(s) for development of the Property or any portion thereof, Owner shall pay to the Village a portion of the Infrastructure Fee set forth in the Table of Fees and Fines, as amended from time to time and set forth in Attachment 1 ("Table of Fees and Fines") to Title I ("General Provisions"), Chapter 10 ("General Provisions"), and referenced in Section 10-99.F. of the Village Code of Ordinances (as amended, the "**Fee Table**") corresponding to wastewater treatment and water treatment [cumulatively, the wastewater and water treatment fees shall be known as the "**Applicable Infrastructure Fee**"]. The acreage subject to the Applicable Infrastructure Fee shall be calculated as set forth in the Village's adopted water and sewer infrastructure development policy.
- D. Other Village Fees. Except as may be otherwise agreed by the Parties, in addition to all other costs, payments, fees, or charges, required by this Agreement, the Owner shall pay to the Village all application, inspection, impact and permit fees, all other fees, charges, and contributions pursuant to the Legal Requirements, as set forth in the Fee Table attached hereto as **Exhibit D**.

SECTION 9. EASEMENTS.

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Property for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

SECTION 10. VILLAGE SERVICES.

Except as otherwise provided herein, upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. **Village Review.** The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's annexation or review and approval of any plans for the Property or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. **Village Procedure.** The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. **Defense Expense.** The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims related to this Agreement.

SECTION 12. **DEFAULT AND REMEDIES.**

A. **Procedure for Declaring Defaults.** Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("**Default**"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "**Event of Default.**" Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default by Owner or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. **Remedies for Events of Default.** Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation or execution of this Agreement. Neither Party shall be liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal

proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

C. **No Waiver of Right to Enforce.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

SECTION 13. GENERAL PROVISIONS.

A. **Binding Effect.** The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Owner shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

B. **Time.** Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

C. **Recordation.** This Agreement shall be recorded with the Office of the Grundy County Recorder at the Village's expense, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.

D. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

E. **Assignment.** No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

F. **Entire Agreement.** This Agreement shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

G. **Amendments and Modifications.** No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

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

I. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

J. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

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

Joseph Thomas Phillips Trust
111 Happy Trails
Diamond, IL 60416

Karen A. Togliatti Trust
6180 East Whitetie Road
Coal City, IL 60416

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

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

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

K. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

L. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

M. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

N. Exhibits. Exhibits A, B and C, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

O. Authority to Execute.

1. **The Village.** The Village hereby represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

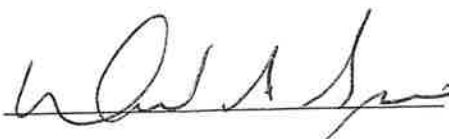
2. **Owner.** Owner hereby represents to the Village that it is the lawful owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so.

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

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.***

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

VILLAGE OF COAL CITY:

By: 
President David A. Spesia

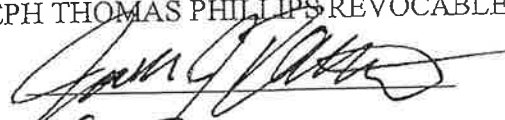
Date: 2-25-2026

ATTEST:

By: 
Kayla Melvin, Village Clerk

OWNER:

JOSEPH THOMAS PHILLIPS REVOCABLE TRUST, dated July 22, 2024

By: 
Its: Co-Trustee
Date: 1-26-26

KAREN A. TOGLIATTI REVOCABLE TRUST, dated July 25, 2024

By: 
Its: TRUSTEE
Date: 1-26-26

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

*THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION FIFTEEN (15) IN
TOWNSHIP THIRTY-TWO (32) NORTH, RANGE EIGHT (8) EAST OF THE THIRD PRINCIPAL MERIDIAN,
GRUNDY COUNTY, ILLINOIS*

EXHIBIT B

PLAT OF ANNEXATION

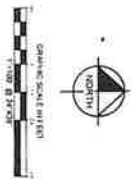
[attached on following page]

ALTA / NSPS LAND TITLE SURVEY
OF
PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 32 NORTH, RANGE 8 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS

PHILLIPS JOSEPH THOMAS
REVOCABLE REVOCABLE TRUST

LEGEND

	ACQUANT FRONT OF ART LINE
	EASTERN LINE
	INDO SUTHERLAND
	FLORIAN LINE W.F.
	FLORENTINE LINE B. SERVICE D.



No.	DATE	PRECISION DESCRIPTION
 1410 N. 10th St. Ste. 1100 Lincoln, NE 68502 Phone: 402.441.1000 Fax: 402.441.1001 Email: info@kimley-horn.com		

Kimley»Horn

COMMONWEALTH
EDISON COMPANY
09-15-400-003

EXHIBIT C

ANNEXATION ORDINANCE

[attached on following pages]

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 26-03

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL
CITY, GRUNDY AND WILL COUNTIES, ILLINOIS**

(PIN 09-15-300-002)

DAVID A. SPESIA, Village President
KAYLA MELVIN, Village Clerk

ROSS 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 February 24, 2026

ORDINANCE NUMBER 26-03

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF
COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS**

(PIN 09-15-300-002)

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

WHEREAS, a written petition requesting annexation of the below-described real property into the Village of Coal City was signed by (i) Joseph Thomas Phillips and Joseph John Phillips as Co-Trustees of the Joseph Thomas Phillips Revocable Trust Dated July 22, 2024 ("Phillips Trust"), and (ii) Karen A. Togliatti as Trustee of the Karen Togliatti Trust Dated July 25, 2024 ("Togliatti Trust") (cumulatively, the Phillips Trust and Togliatti Trust are known as the "Owners"), each as the owner of an undivided one-half interest in approximately 80 acres of unimproved real property utilized for agricultural purposes immediately east of and adjacent to South Carbon Hill Road in unincorporated Grundy County, Illinois, P.I.N. 09-15-300-002 and legally described as follows:

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Fifteen (15) in Township Thirty-two (32) North, Range Eight (8) East of the Third Principal Meridian, Grundy County, Illinois.

(hereinafter, the "Property");

WHEREAS, the Property is contiguous to and bounded by incorporated Village of Coal City to the north and east, lying immediately east of Carbon Hill Road and located in unincorporated Grundy County, Illinois;

WHEREAS, there are no electors residing within the said territory;

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Coal City;

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies, if any, required to receive such notice by the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1;

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Grundy County;

WHEREAS, the Village provides no fire protection or library services to the Property;

WHEREAS, the territory to be annexed herein is adjacent to Carbon Hill Road under the jurisdiction of Braceville Township and such officials have been notified of the potential annexation as required by law;

WHEREAS, the Village is authorized to annex the territory described herein pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and all petitions documents and other necessary legal requirements necessary to accomplish the annexation of the said territory have been executed and completed in full compliance with the terms of the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Village of Coal City that the territory be annexed thereto and that such annexation will promote the sound planning and development of the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village.

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. Annexation. The following described territory, consisting of the Property, together with any public streets or highways adjacent to or within the said territory described above that have not been previously annexed to any municipality (cumulatively, the Property and such adjacent public streets or highways shall be known as the “***Annexation Territory***”). The Annexation Territory, indicated on a plat of annexation (appended hereto as **Exhibit A** and made a part of this Ordinance as though fully set forth herein), shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice as required by law. The Village Clerk shall be, and is hereby, authorized and directed to file the same with the Grundy County Clerk. The Village Administrator shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Annexation Territory of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the Grundy County Recorder’s Office.

SECTION 5. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SIGNATURE PAGE FOLLOWS

SO ORDAINED this 24 day of February, 2026, at Coal City,
Grundy and Will Counties, Illinois.

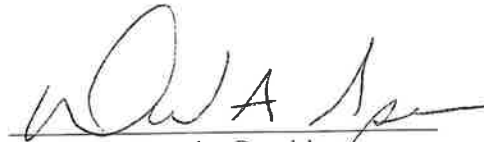
AYES: 6

ABSENT: 0

NAYS: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


David A. Spesia, President

Attest:


Kayla Melvin, Clerk

EXHIBIT A

PLAT OF ANNEXATION

[appended on following page]

ALTA / NSPS LAND TITLE SURVEY

OF
PART OF THE WEST HALF OF SECTION 15, TOWNSHIP 32 NORTH RANGE 8 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN GRUNDY COUNTY, ILLINOIS

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99th Pgs.
100th Pgs.

PHILLIPS JOSEPH THOMAS
REVOCABLE REVOCABLE TRUST

09-15-300-002
PARCEL 2
S 1/2 OF THE SW 1/4 SEC 15

COMMONWEALTH
EDISON COMPANY
09-15-400-003

LEGEND

1. Surveyed boundary line
2. Unsurveyed boundary line
3. Easement boundary line
4. Right-of-way boundary line
5. Other boundary line

LINE TYPE LEGEND

1. Surveyed boundary line
2. Unsurveyed boundary line
3. Easement boundary line
4. Right-of-way boundary line
5. Other boundary line



Surveyed by
Date of Survey

Kimley»Horn

1414 N. Main St., Suite 200
Chicago, IL 60610
Tel: 312.344.1100
Fax: 312.344.1101
www.kimleyhorn.com

Project	Client	Surveyor	Stationer	Recorder	County	State
09-15-300-002	PHILLIPS JOSEPH THOMAS	EDISON COMPANY	EDISON COMPANY	EDISON COMPANY	EDISON COMPANY	EDISON COMPANY

EXHIBIT D

FEE TABLE

[attached on following pages]

GENERAL PROVISIONS

ATTACHMENT A

10 Attachment 1

Village of Coal City

Table of Fees and Fines

A	B	C																						
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee																						
35-12	Emergency Management Agency Tax	Not to exceed 0.05% or to exceed \$0.25 per capita																						
36-1	Automobile Renting Occupation Tax	1% of the gross receipts from such rentals made in the course of business																						
36-15	Automobile Renting Use Tax	1% of the rental price of the automobile																						
36-30	Municipal Retailers' Occupation Tax	1% of the gross receipts from such sales made in the course of the business																						
36-50	Municipal Service Occupation Tax	0.75% of the selling price of all tangible personal property transferred by the service person either in the form of tangible personal property or in the form of real estate as an incident to a sale of service																						
36-95	Municipal Use Tax	1% of the selling price of the tangible property, with "selling price" to have the meaning defined in ILCS Ch. 35, Act 105, § 2																						
36-111A(1)	Municipal Utility Tax - for distributing, supplying, furnishing or selling gas	5% of gross receipts																						
36-111A(2)	Municipal Utility Tax - for the privilege of using or consuming electricity	<table><thead><tr><th>Kilowatt-hours Consumed per Month</th><th>Tax (cents per KWH)</th></tr></thead><tbody><tr><td>For the first 2,000 kilowatt hours</td><td>\$0.565</td></tr><tr><td>For the next 48,000 kilowatt hours</td><td>\$0.323</td></tr><tr><td>For the next 50,000 kilowatt hours</td><td>\$0.322</td></tr><tr><td>For the next 400,000 kilowatt hours</td><td>\$0.321</td></tr><tr><td>For the next 500,000 kilowatt hours</td><td>\$0.139</td></tr><tr><td>For the next 2,000,000 kilowatt hours</td><td>\$0.120</td></tr><tr><td>For the next 2,000,000 kilowatt hours</td><td>\$0.119</td></tr><tr><td>For the next 5,000,000 kilowatt hours</td><td>\$0.118</td></tr><tr><td>For the next 10,000,000 kilowatt hours</td><td>\$0.117</td></tr><tr><td>In excess of 20,000,000 kilowatt hours</td><td>\$0.116</td></tr></tbody></table>	Kilowatt-hours Consumed per Month	Tax (cents per KWH)	For the first 2,000 kilowatt hours	\$0.565	For the next 48,000 kilowatt hours	\$0.323	For the next 50,000 kilowatt hours	\$0.322	For the next 400,000 kilowatt hours	\$0.321	For the next 500,000 kilowatt hours	\$0.139	For the next 2,000,000 kilowatt hours	\$0.120	For the next 2,000,000 kilowatt hours	\$0.119	For the next 5,000,000 kilowatt hours	\$0.118	For the next 10,000,000 kilowatt hours	\$0.117	In excess of 20,000,000 kilowatt hours	\$0.116
Kilowatt-hours Consumed per Month	Tax (cents per KWH)																							
For the first 2,000 kilowatt hours	\$0.565																							
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For the next 400,000 kilowatt hours	\$0.321																							
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For the next 10,000,000 kilowatt hours	\$0.117																							
In excess of 20,000,000 kilowatt hours	\$0.116																							

COAL CITY CODE

A	B	C															
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee															
36-154A	Interest to be assessed on a late payment, underpayment, or nonpayment of a local tax	7.5% per annum, based on a year of 365 days and the number of days elapsed															
<u>37-5A</u>	<u>Infrastructure & Development Impact Fee</u>	<u>Infrastructure & Development Impact Fee is charged on a per acre basis at the time of subdivision</u> <table> <tr> <td>Wastewater Treatment</td><td>4,325.30</td><td>46%</td></tr> <tr> <td>Wastewater Collection</td><td>1,598.49</td><td>17%</td></tr> <tr> <td>Water Treatment</td><td>1,504.45</td><td>16%</td></tr> <tr> <td>Water Distribution & Storage</td><td>1,692.50</td><td>18%</td></tr> <tr> <td>Waterwater Lagoon Rehabilitation</td><td>289.09</td><td>3%</td></tr> </table>	Wastewater Treatment	4,325.30	46%	Wastewater Collection	1,598.49	17%	Water Treatment	1,504.45	16%	Water Distribution & Storage	1,692.50	18%	Waterwater Lagoon Rehabilitation	289.09	3%
Wastewater Treatment	4,325.30	46%															
Wastewater Collection	1,598.49	17%															
Water Treatment	1,504.45	16%															
Water Distribution & Storage	1,692.50	18%															
Waterwater Lagoon Rehabilitation	289.09	3%															
37-5B(1)	School facility impact fees – single-family detached dwelling units	Detached single-family dwelling units 2 bedrooms: \$681 3 bedrooms: \$1,763 4+ bedrooms: \$2,640															
37-5B(1)	School facility impact fees - attached single-family dwelling units	Attached single-family dwelling units 2 bedrooms: \$806 3 bedrooms: \$900 4+ bedrooms: \$1,569															
37-5B(1)	School facility impact fees - apartments	Apartments 1 bedroom: \$16 2 bedrooms: \$651 3+ bedrooms: \$1,846															
37-30A(2)(b)	Facade improvement interest	0 to 36 months: 0.00% 36 to 48 months: Prime + 1.00% 48 to 60 months: Prime + 1.50% 60 to 66 months: Prime + 3.50% and deferred interest 66 to 72 months: Prime + 7.00% and deferred interest 72 to 96 months: Prime + 10.00% and deferred interest															
37-30D(3)	Facade improvement base administration fee	\$250															
37-30D(3)	Facade improvement additional administration fee	Estimate of Project X Federal Reserve 6-month CD X Years in the Initial Term = Additional Administration Fee															
38-1	Simplified Municipal Telecommunications Tax	6% of the gross charges for such telecommunications purchased at retail from a retailer															
39-2B	Cable/Video service provider fee	5% of the holder's gross revenues															

GENERAL PROVISIONS

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
39-3B	PEG access support fee	1% of the holder's gross revenues or, if greater, the percentage of gross revenues that incumbent table operators pay to the Village or its designee for PEG access support in the Village
41-7G	Judicial review - preparation and certification of the records assessment	1st page: \$100 Each additional page: \$25
41-13B	Driver's license suspension filing fee	\$20
41-13D	Driver's license administrative hearing filing fee	\$20
50-10	Garbage fees	2014: \$19 2015: \$20 per month for single-family and multiple-family dwellings less than 5 units
51-91B	Public works application fee for construction of sewer lines	500 feet and under: \$25 Each additional 500 feet of sewer line or fraction thereof over the initial 500 feet: \$25
51-141A	Water connection charge for each additional dwelling unit and/or commercial unit	\$2,400
51-141A(1)	Commercial and residential water connection permit fee	\$200 for the 1st water connection and \$100 for each additional water connection Each faucet, wash basin, toilet, sink, shower, tub, or other connection through which water may pass from the water utility shall be considered a water connection.
51-141A(2)	Industrial and manufacturing water connection permit fee	Less than 25,000 square feet: \$500 25,001 to 50,000 square feet: \$750 50,001 to 75,000 square feet: \$1,000 75,001 to 100,000 square feet: \$1,500 100,001 to 150,000 square feet: \$2,000 150,001 to 200,000 square feet: \$2,500 200,001 or more: \$3,000

COAL CITY CODE

A	B	C												
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee												
51-141B	Water connection charge	\$2,400												
51-142A	Commercial and residential sewer connection permit fee	\$300 for the 1st sewer connection and \$200 for each additional sewer connection Each drain, floor drain, wash basin, toilet, sink, shower, tub, or other connection through which waste may pass into the sewer of the utility is considered a sewer connection.												
51-142A	Industrial and manufacturing sewer connection permit fee	Less than 25,000 square feet: \$500 25,001 to 50,000 square feet: \$750 50,001 to 75,000 square feet: \$1,000 75,001 to 100,000 square feet: \$1,500 100,001 to 150,000 square feet: \$2,000 150,001 to 200,000 square feet: \$2,500 200,001 or more: \$3,000												
51-142B	Connection to sanitary sewer mains and treatment plant charge	\$3,100												
51-142C	Connection to sanitary sewer mains and treatment plant charge for each dwelling unit and/or commercial unit	\$3,100												
51-143	Plumbing inspection fee	~~\$55~~ <u>\$75</u>												
51-149A(1)	Sewer and water capacity fee - residential, small businesses and schools	<table border="1"> <thead> <tr> <th>Water Usage (gallons)</th> <th>Water and Sewer Rate</th> <th>Water Only</th> </tr> </thead> <tbody> <tr> <td>0 to 5,999</td> <td>~~\$15.00~~ <u>\$15.53</u></td> <td>~~\$9.75~~ <u>\$10.10</u></td> </tr> <tr> <td>6,000 to 20,999</td> <td>~~\$16.71~~ <u>\$17.30</u></td> <td>~~\$10.86~~ <u>\$11.25</u></td> </tr> <tr> <td>21,000 and over</td> <td>~~\$16.02~~ <u>\$16.58</u></td> <td>~~\$10.42~~ <u>\$10.78</u></td> </tr> </tbody> </table>	Water Usage (gallons)	Water and Sewer Rate	Water Only	0 to 5,999	~~\$15.00~~ <u>\$15.53</u>	~~\$9.75~~ <u>\$10.10</u>	6,000 to 20,999	~~\$16.71~~ <u>\$17.30</u>	~~\$10.86~~ <u>\$11.25</u>	21,000 and over	~~\$16.02~~ <u>\$16.58</u>	~~\$10.42~~ <u>\$10.78</u>
Water Usage (gallons)	Water and Sewer Rate	Water Only												
0 to 5,999	~~\$15.00~~ <u>\$15.53</u>	~~\$9.75~~ <u>\$10.10</u>												
6,000 to 20,999	~~\$16.71~~ <u>\$17.30</u>	~~\$10.86~~ <u>\$11.25</u>												
21,000 and over	~~\$16.02~~ <u>\$16.58</u>	~~\$10.42~~ <u>\$10.78</u>												
51-149A(2)	Sewer and water capacity fee - commercial and industrial buildings	Based on quantity and nature of waste to be discharged - determined by the President and Village Board												

GENERAL PROVISIONS

A Code Section	B Fee, License, Charge, Dedicated Land and/or Bond Description	C Fee		
		Water Usage (gallons) 0 to 5,999 6,000 to 20,999 21,000 and over	Sewer Only ~~\$5.25~~ <u>\$5.43</u> ~~\$5.85~~ <u>\$6.05</u> ~~\$5.60~~ <u>\$5.80</u>	Water Only ~~\$9.75~~ <u>\$10.10</u> ~~\$10.86~~ <u>\$11.25</u> ~~\$10.42~~ <u>\$10.78</u>
51-149A(3)	Sewer and water capacity fee - use of only water or sewer			
51-160E	Nonresident water and/or wastewater surcharge	\$50/month		
51-165	Water resumption fee	~~\$20~~ <u>\$40</u>		
51-165	Water resumption fee outside of normal business hours	~~\$50~~ <u>\$80</u>		
51-169A(1)	NSF check service fee	~~\$15~~ <u>\$30</u>		
	Contractor business direct fill rate	~~\$21.70~~ <u>\$22.80</u> per 1,000 gallons of water		
	Sanitary modernization project debt payment	\$5 per month/per utility account		
71-122C	Special event permit fee	\$5		
71-123	Special event special Village services fee	Special Village services that exceed \$10,000 shall require the applicant to reimburse the Village for the actual costs of the special Village services		
80-4	Towing administration fee	\$100 plus all towing, impound and storage fees		
80-11	Vehicle impound and seizure administration fee	\$200 plus all towing, impound and storage fees		
80-12E	Vehicle impound and seizure of a stolen vehicle	All towing, impound and storage fees may apply		
80-13A(1)(a)	Release of seized or impounded vehicle administration fee	\$200 plus all towing, impound and storage fees		
90-5	Release of abandoned impounded vehicles	Actual expenses for impounding		
95-104F	Utility application fee	\$200		

COAL CITY CODE

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
96-24A	Nuisance weed abatement by Village	\$200 per hour for the 1st hour or fraction thereof, and \$150 per hour for each additional hour or fraction thereof
98-3	Special assessment for costs of abating a code violation	Determined by the Village Administrator
110-3C	Commercial establishment registration late fee	\$10/month
111-4	Advertising license fee	\$200
112-11	Liquor licenses	Class A: \$600/year
		Class A-1: \$600/year
		Class B: \$600/year
		Class C: \$400/year
		Class D: \$50/event, not to exceed \$200 per year
		Class F: \$50/event
112-13A	Liquor Licenses - Nonrefundable filing fee, except for Class D and F	\$200
113-2	Amusement license fee	3% of gross receipts derived from the sale of admission tickets to exhibitions or \$25/day
113-27A(1)	Amusement center license fee	Each pool table: \$50/year
113-27A(1)	Amusement center license fee	Each juke box: \$25/year
113-27A(1)	Amusement center license fee	Each other amusement device: \$15/year
113-27C	Amusement center license transfer fee	\$10 each pool table, juke box, or other amusement devices
113-50B	Billiard hall license	\$50/year plus \$25/year per table over 2 tables
113-50C	Bowling alley license	\$150/year
113-91	Circus license	3% of gross receipts derived from the sale of admission tickets to exhibitions or \$25/day
113-92	Circus sideshows and concessions license	3% of gross receipts derived from the sale of admission tickets to exhibitions or \$25/day
113-112B	Motion pictures and theatricals license	\$100/year

GENERAL PROVISIONS

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
113-113	Motion pictures and theatricals in an unlicensed premises	3% of gross receipts derived from the sale of admission tickets to exhibitions or \$25/day
113-130B	Mechanical and/or digital reproduction of music license	\$50/year
113-130C	Instrumental or vocal music license	\$50/year
113-131A	Mechanical and/or digital reproduction of music license	\$50/year
113-131B	Instrumental or vocal music license	\$50/year
114-6B	Carpentry contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Concrete contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Drywall/plaster contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Electrical contractor's registration and bond (See § 114-7 for insurance requirements.)	~~\$100~~ \$25 /year registration fee Bond, Subcontractor: \$10,000
114-6B	Excavation contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Fence contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Floor covering contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000

COAL CITY CODE

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
114-6B	General contractor's registration and bond (See § 114-7 for insurance requirements.)	\$200/year registration fee Bond: \$20,000
114-6B	Glazing contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	HVAC contractor's registration and bond (See § 114-7 for insurance requirements.)	~~\$100~~ <u>\$25</u> /year registration fee Bond, Subcontractor: \$10,000
114-6B	Insulation contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Landscaping contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Masonry contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Paving contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Plumbing contractor's registration and bond (See § 114-7 for insurance requirements.)	~~\$100/year registration fee~~ Bond, Subcontractor: ~~\$10,000-~~ <u>per state statute</u>
114-6B	Roofing contractor's registration and bond (See § 114-7 for insurance requirements.)	~~\$100~~ <u>\$25</u> /year registration fee Bond, Subcontractor: \$10,000

GENERAL PROVISIONS

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
114-6B	Satellite/Antenna contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	~~Sewer contractor's registration and bond (See § 114-7 for insurance requirements.)~~	~~\$100/year registration fee Bond, Subcontractor: \$10,000~~
114-6B	Siding and gutter contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Sign contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Steel erection contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Swimming pool/hot tub contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Tree service contractor's registration and bond (See § 114-7 for insurance requirements.)	~~\$100/year registration fee~~ Bond, Subcontractor: \$10,000
114-6B	Waterproofing contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Window contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	Wrecking contractor's registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000
114-6B	All other contractors' registration and bond (See § 114-7 for insurance requirements.)	\$100/year registration fee Bond, Subcontractor: \$10,000

COAL CITY CODE

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
115-4B	Solicitor's application fee (nonrefundable)	\$50
116-3A	Taxicab license	\$175/year plus \$25 for each vehicle to be used as a taxicab in the operation of the business
117-1C	Retail sales of tobacco products license	\$25/year
118-3C	Itinerant restaurants	\$300/year
118-4B	Mobile vendors	\$300/year
135-5A	Video gaming terminal	\$25-\$250/year per terminal
135-6D	Raffle license application fee	\$5
150-4B	Demolition permit	\$100
150-4C	Building permits, rate per square foot of building square footage	0 to 50,000: \$0.34
		50,001 to 350,000: \$0.50
		350,001 to 500,00: \$0.40
		Over 500,001: \$0.75
150-4D	Basement building permit	\$2.50 per 100 square feet
150-4E	Fence building permit	\$0.34 per linear foot
150-4F	Building inspection	\$55 per inspection
		\$25 per reinspection
		Each additional reinspection will be \$100
150-4G(1)	Fence, decks, sheds and similar projects	\$25 administration fee
150-4G(2)	Room additions and similar projects	\$50 administration fee
150-4G(3)	Residential/Commercial building and similar projects	\$100 administration fee

GENERAL PROVISIONS

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
152-3A	School cash contributions in lieu of site donation	Fair market value per developed acre at the time
154-2	Sign permit	\$100
155-25B	Completion bond for land improvements	110% of Village Engineer's estimated costs
155-76A(2)	Parkland requirement	10 acres of park or recreational land per 1,000 ultimate population of development
155-78B	Park cash contribution in lieu if site donation	Fair market value per developed acre at the time
156-27C	Conditional uses	Filing fee: \$100
156-27C	Planned unit development preliminary plans	Filing fee: \$100
156-27C	Planned unit development final plans	Filing fee: \$100
156-27C	Variances	Filing fee: \$100
156-27C	Zoning amendments	Filing fee: \$200
156-27C	Conditional uses, planned unit development preliminary plans, planned unit development final plans, variances, zoning amendments	Retained personnel fee - plan review Commercial: Construction value up to \$3,000,000: \$300 Construction value \$3,000,001 to \$6,000,000: construction value x 0.0005 Construction value over \$6,000,001: construction value x 0.0004 Residential: \$250
156-27C	Conditional uses, planned unit development preliminary plans, planned unit development final plans, variances, zoning amendments	Deposit based on the size of the project
156-28D	Conditional uses	Filing fee: \$100
156-28D	planned unit development preliminary plans	Filing fee: \$100

COAL CITY CODE

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
156-28D	Planned unit development final plans	Filing fee: \$100
156-28D	Variances	Filing fee: \$100
156-28D	Zoning amendments	Filing fee: \$200
156-28D	Conditional uses, planned unit development preliminary plans, planned unit development final plans, variances, zoning amendments	Retained personnel fee - plan review Commercial: Construction value up to \$3,000,000: \$300 Construction value \$3,000,001 to \$6,000,000: construction value x 0.0005 Construction value over \$6,000,001: constructions value x 0.0004 Residential: \$250
156-28D	Conditional uses, planned unit development preliminary plans, planned unit development final plans, variances, zoning amendments	Deposit based on size of project
156-191B	Final plat filing fee	As required by the county and state
156-191C(2)	Amendments to approved planned unit development final plan	Filing fee: \$100 Zoning amendment filing fee: \$200
157-1	Recoverable cost if over \$500, copy and other reproduction services, legal notice publications, Village staff time, Village Attorney time and services, Village Engineer time and services, other professional and technical consultant time and services, document preparation, negotiation, and review, document recording and filing, mailing, messenger or other expedited document delivery services, court reporter	Cost as incurred over \$500

GENERAL PROVISIONS

A	B	C
Code Section	Fee, License, Charge, Dedicated Land and/or Bond Description	Fee
157-4	Security deposit	Determined by Village Administrator based on size of project
157-4	Conditional uses	
157-4	Planned unit development preliminary plans	
157-4	Planned unit development final plans	Filing fee: \$100
157-4	Variances	Filing fee: \$100
157-4	Zoning amendments	Filing fee: \$200
157-4	Conditional uses, temporary uses, planned unit development preliminary plans, planned unit development final plans, variances, sign permits, zoning amendments, approval of RB Residential - business design plan	Retained personnel fee - plan review Commercial: Construction value up to \$3,000,000: \$300 Construction value \$3,000,001 to \$6,000,000: construction value x 0.0005 Construction value over \$6,000,001: constructions value x 0.0004 Residential: \$250
157-4	Conditional uses, temporary uses, planned unit development preliminary plans, planned unit development final plans, variances, sign permits, zoning amendments, approval of RB Residential - business design plan	Deposit based on size of project
157-5	Interest on failure to pay	18% per annum