VILLAGE OF
MT. ZION
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**VILLAGE OF MT. ZION**
Mayor and Village Board of Trustees
Agenda
**Monday, July 16, 2018**
**5:15 PM**
**Village Hall**
1400 Mt. Zion Parkway

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Public Forum** – This is a meeting of the Mayor and the Village Board and is open to the public. At this time, the public will have the opportunity to express views to the Board members. Comments will be limited to three (3) minutes.

**Consent Agenda:**

a) Agenda
b) Minutes – July 2, 2018
c) Fund Warrants – July 16, 2018
d) Treasurer's Report – June 2018

**Old Business:**

None

**New Business:**

1) Discussion and Approval of an Ordinance Approving the Special Use Permit Request to Allow a Community Integrated Living Arrangement (CILA) for Four Developmentally Disabled Adults for Certain Property Located at 1602 Powers Court Within the Village of Mt. Zion, Illinois
2) Discussion and Approval of an Ordinance Approving the Special Use Permit Request to Allow a Community Integrated Living Arrangement (CILA) for Four Developmentally Disabled Adults for Certain Property Located at 321 Rolling Green Drive Within the Village of Mt. Zion, Illinois
3) Discussion and Approval to Proceed with the Purchase of 835 Crestview Drive
4) Discussion and Approval of 2018 ITEP Grant Award – Baltimore-Harry Land Bike Path Connection
5) Discussion and Approval of an Ordinance Approving and Authorizing Entering Into and Executing a Cable Television Franchise Agreement Between the Village of Mt. Zion and Comcast of Illinois/Indiana/Ohio, LLC.
6) Administrator & Staff Items
7) Mayor & Trustee Items
8) Executive Session
   - Section 2(c)(1) – The appointment, employment, compensation, discipline, performance, or dismissal of specific employee of the public body or legal counsel for the public body
   - Section 2(c)(5) – The purchase or lease of real property for the use of the public body
   - Section 2(c)(6) – The setting of a price for sale or lease of property owned by the public body
   - Section 2(c)(11) – Litigation
9) Adjournment

1400 Mt. Zion Parkway
Mt. Zion, Illinois 62549
217-864-5424
217-864-5935 Fax
www.mtzion.com

VILLAGE BOARD OF TRUSTEES
MEETING MINUTES
July 2, 2018

Mayor Wells called the Meeting of the Mt. Zion Village Board of Trustees to order at 5:15 p.m. in the Village Hall Board Room. The following Board Members were present for roll call: Ron Johnson, Donna Scales, Wendy Kernan, and Kevin Fritzsche. Also present were Village Administrator, Julie Miller, Director of Public Works, Chad Reynolds, Chief of Police, Adam Skundberg, Director of Parks and Recreation, Tiffany Wilson, Village Treasurer, Corey McKenzie, and Village Clerk, Dawn Reynolds. Mike Mose was absent.

Pledge of Allegiance

Public Forum: Eight (8) people were present. No one wished to address the Board at this time.

Mayor Wells reported that Shane Mendenhall has resigned as Trustee for the Village of Mt. Zion. Mr. Mendenhall has moved out of the Village limits.

Consent Agenda: A motion was made by Trustee Scales to approve the Consent Agenda as presented, seconded by Trustee Johnson. A breakdown of Fund Warrants for the period ending July 2, 2018 is as follows: General Fund - $70,709.50, Convention Center - $4,021.56, Motor Fuel Tax - $630.36, TIF Fund - $$22,661.29, Water Revenue Fund - $196,072.06, and Sewer Revenue Fund - $3,470.88. A roll call vote was taken: Johnson-yea, Scales-yea, Kernan-yea, and Fritzsche-yea. Motion carried 4-yea, 0-nay, 1-absent.

Discussion and Approval of a Certified Resolution Authorizing the Approval and Execution of Documents Related to Grant of Temporary Construction Easement and Dedication of Right-of-Way for Public Roadway Purposes: Administrator Miller presented for consideration a resolution authorizing the Mayor and Clerk to execute the temporary easement and right-of-way dedication paperwork for the Broadway Reconstruction Project.

A motion was made by Trustee Fritzsche to approve the Resolution Authorizing the Approval and Execution of Documents Related to Grant of Temporary Construction Easement and Dedication of Right-of-Way for Public Roadway Purposes as presented, seconded by Trustee Kernan. A roll call vote was taken: Johnson-yea, Scales-yea, Kernan-yea, and Fritzsche-yea. Motion carried 4-yea, 0-nay, 1-absent.

Discussion and Approval of the Village of Mt. Zion Qualification Based Selection Process Policy: Administrator Miller presented for consideration a policy required by the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA) when projects are funded by specific funding sources such as MFT and other federal funding sources. Locally funded projects are not required to follow the policy if the local agency (Village) has a satisfactory relationship for services with one or more firms.

Discussion was held regarding the bike trail project grant. If the Village accepts the grant the estimated time of completion would be 2021-2023. If the Village uses local funds to complete the bike trail, it could be completed as early as 2019 to connect with the County portion of the trail. The Board asked for the item to be brought back with costs of both options.

A motion was made by Trustee Kernan to approve the Qualification Based Selection Process Policy as presented, seconded by Trustee Fritzsche. A roll call vote was taken: Johnson-yea, Scales-yea, Kernan-yea, and Fritzsche-yea. Motion carried 4-yea, 0-nay, 1-absent.

Discussion and Approval of an Ordinance Providing for the Regulation of and Application for Small Wireless Facilities: Recently, Governor Rauner signed Public Act 100-0585, the Small Wireless Facilities Deployment Act which regulates small wireless facilities in Illinois. The Act states that municipalities have 60 days, from June 1, 2018, to adopt an ordinance to regulate these facilities on public right-of-way. If an ordinance is not adopted within 60 days, the wireless companies can place these facilities on right-of-way without approval.

Administrator Miller presented for consideration an ordinance that was drafted by the Illinois Municipal League for municipalities. The ordinance establishes the permitting process and fees associated with the permits. The ordinance only addresses right-of-way that is owned by the Village of Mt. Zion. The application fee is $750.00 and a $1,000.00 fee per pole placed on Village right-of-way.

A motion was made by Trustee Johnson to approve the Ordinance providing for the Regulation of and Application for Small Wireless Facilities as presented, seconded by Trustee Scales. A roll call vote was taken: Johnson-yea, Scales-yea, Kernan-yea, and Fritzsche-yea. Motion carried 4-yea, 0-nay, 1-absent.

Discussion and Approval of an Ordinance Setting the Current Prevailing Wage Rates for the Village of Mt. Zion: Administrator Miller presented the annual Prevailing Wage Rates Ordinance required per State Law for contracted services, such as Capital Improvement Projects. After approval, a hyperlink must be posted on the Village's website and the Ordinance must be submitted to the Illinois Department of Labor.

A motion was made by Trustee Scales to adopt the Ordinance Setting Current Prevailing Wage Rates for the Village of Mt. Zion as presented, seconded by Trustee Johnson. A roll call vote was taken: Johnson-yea, Scales-yea, Kernan-yea, and Fritzsche-yea. Motion carried 4-yea, 0-nay, 1-absent.

Administrator & Staff Items:

Matt Foster, Engineer for Chastain & Associates, reported the right-of-way acquisitions for the Broadway Reconstruction project plan could be completed next month. Trustee Scales reported that a resident contacted her with questions. Foster advised Scales to instruct the resident to contact the negotiator.

Treasurer McKenzie reported that tonight is the start of the 2019 Blue Ribbon Days Fundraiser at Coz's on Monday evenings. McKenzie also invited everyone out to Blue Ribbon Days tomorrow evening at Fletcher Park.

Director Reynolds reported that sections of the sidewalk have been replaced on Westside Drive.

Discussion was held regarding updates on the micro surfacing project on Westside Drive.

Administrator Miller gave the Board a packet of IML laws recently passed. Miller reported that the doors have been boarded closed on the new water tower project for safety measures as the next phase is entered. Miller also reported that the Planning & Zoning meeting for the 2 CILA's will be Tuesday, July 10th at 5:30 p.m.

Mayor & Trustee Items:

Trustee Kernan questioned the sidewalk repair in front of McGaughey School. Public Works is in the process of removing the weeds and seeding the area.

Adjournment: A motion was made by Trustee Johnson to adjourn the July 2, 2018 Village Board meeting, seconded by Trustee Fritzsche. A voice vote was unanimous; motion carried. The meeting was adjourned at 5:53 p.m.

Respectfully submitted,

Dawn Reynolds
Village Clerk

Item: C
Date: 07/16/2018

# Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Fund Warrants

DT: July 13, 2018

Attached is a list of Fund Warrants for the period ending July 16, 2018. The total of all Fund Warrants for the period is $193,979.30. It is recommended that the Fund Warrants be approved for payment.

Proposed Motion:

Approval of the Fund Warrants for the period ending July 16, 2018

| Vendor Name | Vendor & GL Account | Description | Invoice Number | Invoice Amount |
|---|---|---|---|---|
| NELSON'S TERMITE & PEST CONTRO | 01.11.511 R & M BUILDING | MONTHLY PEST CONTROL | 189286 | 39.17 |
| MAILFINANCE | 01.11.551 POSTAGE | LEASE PAYMENT - POSTAGE | N7210895 | 54.00 |
| COMCAST | 01.11.552 TELEPHONE | TELEPHONE, INTERNET SERVICES | 4750 07/2018 | 115.43 |
| VERIZON WIRELESS | 01.11.552 TELEPHONE | HOT SPOTS/TABLET DATA | 9809709442 | 38.01 |
| GREAT AMERICA FINANCIAL SVCS. | 01.11.554 PRINTING AND PUBLICATI | TOSHIBA COPIER LEASE | 22906732 | 69.52 |
| MT. ZION PUBLICATIONS INC | 01.11.554 PRINTING AND PUBLICATI | BUSINESS DIRECTORY | 06/27/2018 | 24.00 |
| ADVANCED DISPOSAL | 01.11.561 FEES | GARBAGE SERVICE | F30002587721 | 33.00 |
| BRAY, JOEL | 01.11.561 FEES | MILEAGE | 07/16/2018 | 60.50 |
| C.O.P.S. | 01.11.561 FEES | ON-SITE PAPER SHREDDING | 90104 | 37.10 |
| CIVIC SYSTEMS, LLC | 01.11.561 FEES | SEMI-ANNUL SOFTWARE SUPPORT FEES | CVC16853 | 1,446.00 |
| STALEY CREDIT UNION | 01.11.561 FEES | WEBSITE RENEWAL | MCKEN 07/201 | 879.45 |
| STALEY CREDIT UNION | 01.11.561 FEES | GOOGLE EMAIL FEE | VOFMTZ 07/20 | 179.51 |
| TSA CONSULTING GROUP, INC. | 01.11.561 FEES | 457 ADMINISTRATION FEE | 30486 | 50.00 |
| V OF MTZ PETTY CASH FUND | 01.11.561 FEES | CHAMBER LUNCHEON | 07/16/2018 | 30.00 |
| CIVIC SYSTEMS, LLC | 01.11.563 TRAINING | CIVIC SYMPOSIUM | 07/16/2018 | 73.34 |
| STALEY CREDIT UNION | 01.11.563 TRAINING | HOTEL STAY - ILCM CONFERENCE | VOFMTZ 07/20 | 252.88 |
| AMEREN ILLINOIS | 01.11.571 UTILITIES | STREET LIGHTING | 07/16/2018 | 22.58 |
| CONSTELLATION ENERGY SVS., INC. | 01.11.571 UTILITIES | UTILITIES | 12498825901 | 143.51 |
| CONSTELLATION ENERGY SVS., INC. | 01.11.571 UTILITIES | UTILITIES | 12515012301 | 547.29 |
| SANTANNA ENERGY SERVICES | 01.11.571 UTILITIES | UTILITIES | 005669747 | 50.18 |
| INTEGRITY TECHNOLOGY SOLUTION | 01.11.653 SMALL EQUIPMENT | 2 NEW COMPUTERS | 2018-0378 | 1,098.31 |
| SPECTRUM-NICHOLS | 01.11.653 SMALL EQUIPMENT | JANITORIAL SUPPLIES | 7211532 | 174.70 |
| MCDOWALL, RITA | 01.11.911 ECONOMIC DEVELOPMEN | EDC CONSULTANT | 07/16/2018 | 225.00 |
| Total ADMINISTRATION: | | | | 5,643.48 |
| MT. ZION PUBLICATIONS INC | 01.16.554 PRINTING/PUBLICATION | REZONING PUBLIC NOTICE | 06/27/2018 | 35.20 |
| Total PLAN/ZONING DEPARTMENT: | | | | 35.20 |
| LIESEN, STEPHEN T. | 01.21.451 HEALTH/LIFE/DENTAL | EMPLOYEE MEDICAL PAYMENT | 06/25/2018 | 79.20 |
| RAY O'HERRON CO., INC. | 01.21.471 UNIFORMS | UNIFORMS | 1836088 | 984.85 |
| DOOR SPECIALTY | 01.21.511 R/M BUILDINGS | GARAGE DOOR REPAIR | 26909 | 59.95 |
| NELSON'S TERMITE & PEST CONTRO | 01.21.511 R/M BUILDINGS | MONTHLY PEST CONTROL | 189286 | 39.17 |
| CLEAN SERVICES UNLIMITED, LLC | 01.21.536 JANITORIAL SERVICES | JANITORIAL | 255 | 720.00 |
| ADVANCED DISPOSAL | 01.21.561 FEES | GARBAGE SERVICE | F30002587721 | 33.00 |
| STALEY CREDIT UNION | 01.21.562 TRAVEL | HOTEL STAY - TRAINING | SKUND 07/201 | 695.35 |
| PRYOR LEARNING SOLUTIONS | 01.21.563 TRAINING | EMOTIONAL INTELLIGENCE TRAINING | 8/29/2018 | 198.00 |
| CONSTELLATION ENERGY SVS., INC. | 01.21.571 UTILITIES | UTILITIES | 12498826301 | 44.11 |
| CONSTELLATION ENERGY SVS., INC. | 01.21.571 UTILITIES | UTILITIES | 12498827901 | 803.51 |
| CONSTELLATION ENERGY SVS., INC. | 01.21.571 UTILITIES | UTILITIES | 12498828001 | 58.94 |
| SANTANNA ENERGY SERVICES | 01.21.571 UTILITIES | UTILITIES | 005669746 | 109.26 |
| STRIGLOS OFFICE EQUIPMENT | 01.21.651 OFFICE SUPPLIES | OFFICE SUPPLIES | 166490 | 131.66 |

| Vendor Name | Vendor & GL Account | Description | Invoice Number | Invoice Amount |
|---|---|---|---|---|
| KURENT OCCUPATIONAL | 01.21.653 SMALL EQUIPMENT | LATEX GLOVES | 18-7898 | 39.57 |
| SIRCHIE | 01.21.653 SMALL EQUIPMENT | MISC. SMALL EQUIPMENT | 0354379 | 10.40 |
| MORGAN DISTRIBUTING, INC. | 01.21.655 GASOLINE AND OIL | GAS | 06/30/2018 | 1,528.40 |
| STALEY CREDIT UNION | 01.21.831 EQUIPMENT | MISC. SMALL EQUIPMENT | SKUND 07/201 | 329.86 |
| STALEY CREDIT UNION | 01.21.831 EQUIPMENT | AMMUNITION TRAY | SKUND 07/201 | 24.83 |
| STALEY CREDIT UNION | 01.21.831 EQUIPMENT | DIGITAL CAMERA | SKUND 07/201 | 429.00 |
| Total POLICE DEPARTMENT: | | | | 6,319.06 |
| CLARK, KELLY DDS | 01.41.451 HEALTH/LIFE/DENTAL | EMPLOYEE DENTAL PAYMENT | 06/26/2018 | 26.80 |
| SEBENS CONCRETE PRODUCTS | 01.41.514 R/M SYSTEM | WESTSIDE DRAINAGE | 07/02/2018 | 1,449.00 |
| SURE SHARP | 01.41.514 R/M SYSTEM | CHAIN SAW BLADES SHARPENED | 64909 | 61.00 |
| MSA PROFESSIONAL SERVICES INC. | 01.41.532 ENGINEERING | WESTSIDE ROAD PROJECT | 13015010 - 7 | 3,439.70 |
| ADVANCED DISPOSAL | 01.41.561 FEES | GARBAGE SERVICE | F30002587721 | 33.00 |
| IEPA FISCAL SERVICES #2 | 01.41.561 FEES | ANNUAL NPDES FEE | NPDES 2018 | 1,000.00 |
| AMEREN ILLINOIS | 01.41.571 UTILITIES | STREET LIGHTING | 07/16/2018 | 405.48 |
| CONSTELLATION ENERGY SVS., INC. | 01.41.571 UTILITIES | UTILITIES | 12498829201 | 289.38 |
| SANTANNA ENERGY SERVICES | 01.41.571 UTILITIES | UTILITIES | 005670202 | 116.53 |
| AMEREN ILLINOIS | 01.41.572 STREET LIGHTING | STREET LIGHTING | 07/16/2018 | 2,368.99 |
| DUST AND SON OF MACON COUNTY | 01.41.653 SMALL EQUIPMENT | NEW FLOOR JACK | 17-159600 | 387.33 |
| MORGAN DISTRIBUTING, INC. | 01.41.655 GASOLINE AND OIL | GAS | 06/30/2018 | 574.51 |
| FOREMOST TRUCK & TRAILER | 01.41.831 EQUIPMENT | SNOW PLOW - BUDGET ITEM | W27992 | 3,790.00 |
| DECATUR CONSTRUCTION SVCS., IN | 01.41.860 STREET/SIDEWALKS | BUTTON RIDGE SIDEWALK | 34096 | 405.00 |
| DECATUR CONSTRUCTION SVCS., IN | 01.41.860 STREET/SIDEWALKS | BUTTON RIDGE SIDEWALK | 34148 | 405.00 |
| DECATUR CONSTRUCTION SVCS., IN | 01.41.860 STREET/SIDEWALKS | BUTTON RIDGE SIDEWALK | 34165 | 405.00 |
| HAGERMAN & COMPANY, INC. | 01.41.860 STREET/SIDEWALKS | ROW/EASEMENT - BROADWAY PROJECT | 07/16/2018 | 987.50 |
| NOLAN PROPERTIES, LLC | 01.41.860 STREET/SIDEWALKS | ROW/EASEMENT - BROADWAY PROJECT | 07/16/2018 | 352.50 |
| R.P. LUMBER CO., INC. | 01.41.860 STREET/SIDEWALKS | CONCRETE FORMS | 1806-206154 | 134.40 |
| ST. CLAIR SERVICES OF ILL, LLC | 01.41.860 STREET/SIDEWALKS | LOAD OF BLACK DIRT | 07/11/2018 | 250.00 |
| Total STREET DEPARTMENT: | | | | 16,881.12 |
| DUNKER ELECTRIC SUPPLY | 01.51.511 R & M BUILDING | ELECTRICAL REPAIR - GOODWIN PARK | 32120-1 | 432.41 |
| NELSON'S TERMITE & PEST CONTRO | 01.51.511 R & M BUILDING | MONTHLY PEST CONTROL | 189286 | 39.17 |
| R.P. LUMBER CO., INC. | 01.51.511 R & M BUILDING | BOARDS FOR HAND RAILS | 1806-300032 | 31.68 |
| DUST AND SON OF MACON COUNTY | 01.51.512 R/M EQUIPMENT | EDGER ATTACHMENT | 17-159284 | 39.99 |
| JOHN DEERE FINANCIAL | 01.51.512 R/M EQUIPMENT | WEED EATER | 22401 6/25/201 | 311.99 |
| JOHN DEERE FINANCIAL | 01.51.512 R/M EQUIPMENT | PRUNERS | 22401 6/25/201 | 27.99 |
| MACON COUNTY CONSERVATION | 01.51.549 CONTRACTUAL SERVICES | PARK PLAY DAYS | 07/16/2018 | 100.00 |
| NEXT OF KILN | 01.51.549 CONTRACTUAL SERVICES | INSTRUCTOR | 07/16/2018 | 72.00 |
| STALEY CREDIT UNION | 01.51.549 CONTRACTUAL SERVICES | MOVIE RENTAL - MOVIE IN THE PARK | ROESSLER 07 | 378.00 |
| MAILFINANCE | 01.51.551 POSTAGE | LEASE PAYMENT - POSTAGE | N7210895 | 54.00 |
| FRONTIER | 01.51.552 TELEPHONE | TELEPHONE/INTERNET SERVICES | 9135 07/2018 | 248.97 |

| Vendor Name | Vendor & GL Account | Description | Invoice Number | Invoice Amount |
|---|---|---|---|---|
| GREAT AMERICA FINANCIAL SVCS. | 01.51.554 PRINTING AND PUBLICATI | TOSHIBA COPIER LEASE | 22906732 | 69.52 |
| ADVANCED DISPOSAL | 01.51.561 FEES | GARBAGE SERVICE | F30002587721 | 33.00 |
| CONSTELLATION ENERGY SVS., INC. | 01.51.571 UTILITIES | UTILITIES | 12498826201 | 43.89 |
| CONSTELLATION ENERGY SVS., INC. | 01.51.571 UTILITIES | UTILITIES | 12498827101 | 41.84 |
| CONSTELLATION ENERGY SVS., INC. | 01.51.571 UTILITIES | UTILITIES | 12498827301 | 89.72 |
| SANTANNA ENERGY SERVICES | 01.51.571 UTILITIES | UTILITIES | 005669748 | 95.11 |
| BROWNING, DAVE | 01.51.652 OTHER SUPPLIES | CLASS SUPPLIES | 07/16/2018 | 12.76 |
| R.P. LUMBER CO., INC. | 01.51.653 SMALL EQUIPMENT | LUMBER - POWER BOXES | 1806-238121 | 52.67 |
| Total PARKS AND RECREATION: | | | | 2,174.71 |
| CORLEY FAMILY DENTAL | 01.54.451 HEALTH/LIFE/DENTAL | EMPLOYEE DENTAL PAYMENT | 06/28/2018 | 80.80 |
| NELSON'S TERMITE & PEST CONTRO | 01.54.511 R & M BUILDING | MONTHLY PEST CONTROL | 189286 | 39.17 |
| PRO-TAP | 01.54.512 R & M EQUIPMENT | BEER LINES CLEANED | 661053 | 25.00 |
| PERFECT WINDOW CLEANERS | 01.54.536 JANITORIAL SERVICES | CARPET CLEANING | 37940 | 1,600.00 |
| AIRWALK ACTION | 01.54.549 CONTRACTUAL SERVICES | INFLATABLE - OUR TOWN EVENT | 07/16/2018 | 150.00 |
| MAILFINANCE | 01.54.551 POSTAGE | LEASE PAYMENT - POSTAGE | N7210895 | 54.00 |
| COMCAST | 01.54.552 TELEPHONE | TELEPHONE, INTERNET SERVICES | 4701 07/2018 | 214.90 |
| GREAT AMERICA FINANCIAL SVCS. | 01.54.554 PRINTING AND PUBLICATI | TOSHIBA COPIER LEASE | 22906732 | 69.52 |
| THE KNOT | 01.54.554 PRINTING AND PUBLICATI | VENUE ADVERTISING | 00693470 | 480.00 |
| ADVANCED DISPOSAL | 01.54.561 FEES | GARBAGE SERVICE | F30002587721 | 33.00 |
| STALEY CREDIT UNION | 01.54.561 FEES | EVENT STAFF SCHEDULER | VOFMTZ 07/20 | 19.00 |
| CONSTELLATION ENERGY SVS., INC. | 01.54.571 UTILITIES | UTILITIES | 12515012301 | 547.29 |
| SANTANNA ENERGY SERVICES | 01.54.571 UTILITIES | UTILITIES | 005669747 | 50.16 |
| THE BLOOM ROOM | 01.54.652 OTHER SUPPLIES | FLOWER ARRANGMENTS | 07/16/2018 | 222.00 |
| Total CONVENTION CENTER: | | | | 3,584.84 |
| MYHB, P.C. | 11.11.531 ACCOUNTING/AUDITING | FY 2017 AUDIT | 2000036555 | 9,690.00 |
| Total AUDIT: | | | | 9,690.00 |
| AMEREN ILLINOIS | 15.75.852 SYSTEM | STREET LIGHTING | 07/16/2018 | 22.57 |
| DUNN COMPANY | 15.75.852 SYSTEM | COLD PATCH | 2087 | 158.70 |
| Total MOTOR FUEL TAX: | | | | 181.27 |
| CLARK, KELLY DDS | 51.42.451 HEALTH/LIFE/DENTAL | EMPLOYEE DENTAL PAYMENT | 06/26/2018 | 53.60 |
| NELSON'S TERMITE & PEST CONTRO | 51.42.511 R/M BUILDING | MONTHLY PEST CONTROL | 189286 | 39.17 |
| HACH COMPANY | 51.42.514 R/M SYSTEM | WATER TEST EQUIPMENT | 11018265 | 116.54 |
| MSA PROFESSIONAL SERVICES INC. | 51.42.532 ENGINEERING | WATER TOWER ENGINEERING | 13015005 - 11 | 49,420.00 |
| MAILFINANCE | 51.42.551 POSTAGE | LEASE PAYMENT - POSTAGE | N7210895 | 54.00 |
| US POST OFFICE - MT. ZION | 51.42.551 POSTAGE | WATER BILLING POSTAGE | PERMIT #14 - | 1,750.00 |

| Vendor Name | Vendor & GL Account | Description | Invoice Number | Invoice Amount |
|---|---|---|---|---|
| COMCAST | 51.42.552 TELEPHONE | TELEPHONE, INTERNET SERVICES | 4750 07/2018 | 115.43 |
| VERIZON WIRELESS | 51.42.552 TELEPHONE | HOT SPOTS/TABLET DATA | 9809709442 | 38.01 |
| GREAT AMERICA FINANCIAL SVCS. | 51.42.554 PRINTING/PUBLICATION | TOSHIBA COPIER LEASE | 22906732 | 69.52 |
| CIVIC SYSTEMS, LLC | 51.42.561 FEES | SEMI-ANNUL SOFTWARE SUPPORT FEES | CVC16853 | 1,446.00 |
| CIVIC SYSTEMS, LLC | 51.42.563 TRAINING | CIVIC SYMPOSIUM | 07/16/2018 | 73.33 |
| CONSTELLATION ENERGY SVS., INC. | 51.42.571 UTILITIES | UTILITIES | 12515012301 | 547.29 |
| SANTANNA ENERGY SERVICES | 51.42.571 UTILITIES | UTILITIES | 005669747 | 50.18 |
| CITY OF DECATUR | 51.42.575 WATER PURCHASES | WATER PURCHASES | 40330489 | 62,771.50 |
| INTEGRITY TECHNOLOGY SOLUTION | 51.42.653 SMALL EQUIPMENT | 2 NEW COMPUTERS | 2018-0378 | 1,098.31 |
| MORGAN DISTRIBUTING, INC. | 51.42.655 GASOLINE/OIL | GAS | 06/30/2018 | 574.50 |
| WATER PRODUCTS BLOOM | 51.42.852 SYSTEM | WATER METERS - PUMP HOUSE | 0608379 | 6,949.30 |
| Total WATER: | | | | 125,166.68 |
| CLARK, KELLY DDS | 52.43.451 HEALTH/LIFE/DENTAL | EMPLOYEE DENTAL PAYMENT | 06/26/2018 | 26.80 |
| NELSON'S TERMITE & PEST CONTRO | 52.43.511 R/M BUILDINGS | MONTHLY PEST CONTROL | 189286 | 39.15 |
| TELE SCAN INC | 52.43.514 R/M SYSTEM | TELEVISED SEWER | 3397 | 650.00 |
| MAILFINANCE | 52.43.551 POSTAGE | LEASE PAYMENT - POSTAGE | N7210895 | 54.00 |
| US POST OFFICE - MT. ZION | 52.43.551 POSTAGE | WATER BILLING POSTAGE | PERMIT #14 - | 1,750.00 |
| COMCAST | 52.43.552 TELEPHONE | TELEPHONE, INTERNET SERVICES | 4750 07/2018 | 115.43 |
| VERIZON WIRELESS | 52.43.552 TELEPHONE | HOT SPOTS/TABLET DATA | 9809709442 | 38.01 |
| GREAT AMERICA FINANCIAL SVCS. | 52.43.554 PRINTING AND PUBLICATI | TOSHIBA COPIER LEASE | 22906732 | 69.52 |
| CIVIC SYSTEMS, LLC | 52.43.561 FEES | SEMI-ANNUL SOFTWARE SUPPORT FEES | CVC16853 | 1,446.00 |
| CIVIC SYSTEMS, LLC | 52.43.563 TRAINING | CIVIC SYMPOSIUM | 07/16/2018 | 73.33 |
| CONSTELLATION ENERGY SVS., INC. | 52.43.571 UTILITIES | UTILITIES | 12498829301 | 72.92 |
| CONSTELLATION ENERGY SVS., INC. | 52.43.571 UTILITIES | UTILITIES | 12515012301 | 547.29 |
| SANTANNA ENERGY SERVICES | 52.43.571 UTILITIES | UTILITIES | 005669747 | 50.18 |
| DECATUR SANITARY DISTRICT | 52.43.578 SEWER TREATMENT CHAR | SANITARY TREATMENT CHARGES | JUNE 2018 | 17,697.51 |
| INTEGRITY TECHNOLOGY SOLUTION | 52.43.653 SMALL EQUIPMENT | 2 NEW COMPUTERS | 2018-0378 | 1,098.30 |
| MORGAN DISTRIBUTING, INC. | 52.43.655 GASOLINE AND OIL | GAS | 06/30/2018 | 574.50 |
| Total SEWER: | | | | 24,302.94 |
| Grand Totals: | | | | 193,979.30 |

Item: D
Date: 7/16/2018

# Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Treasurer's Report

DT: July 12, 2018

Presented for consideration is the June 2018 Treasurer's Report. This report is a full accounting of month-to-date expenditures as required by law.

Proposed Motion:

Approval of the attached Treasurer's Report for the month ending June 2018 as presented.

**VILLAGE OF MT. ZION**
**TREASURER'S REPORT**
**FOR THE MONTH OF JUNE 2018**

| FUNDS | BEGINNING BALANCE | REVENUES | EXPENDITURES | ENDING BALANCE | NOW CHECKING | MONEY MARKET | INVESTMENTS | TOTAL |
|---|---|---|---|---|---|---|---|---|
| GENERAL | 1,099,424.05 | 155,585.10 | 197,317.84 | 1,057,691.31 | 197,818.88 | - | 859,872.43 | 1,057,691.31 |
| AUDIT | 30,722.06 | 28.82 | - | 30,750.88 | 10,692.26 | - | 20,058.62 | 30,750.88 |
| LIABILITY INS. | 35,562.17 | 27.22 | - | 35,589.39 | 16,537.08 | - | 19,052.31 | 35,589.39 |
| MFT | 241,425.77 | 12,303.28 | 346.32 | 253,382.73 | 253,382.73 | | - | 253,382.73 |
| IMRF | 85,405.23 | 36.37 | 5,927.45 | 79,514.15 | 55,115.93 | - | 24,398.22 | 79,514.15 |
| CROSSING GUARD | 20,366.53 | 22.41 | - | 20,388.94 | 4,792.76 | - | 15,596.18 | 20,388.94 |
| SOCIAL SECURITY | 74,903.56 | 102.02 | 5,330.90 | 69,674.68 | (1,348.89) | - | 71,023.57 | 69,674.68 |
| UNEMPLOYMENT COMP | 42,825.46 | 58.33 | - | 42,883.79 | 1,678.31 | - | 41,205.48 | 42,883.79 |
| TIF | 56,981.32 | 2.26 | - | 56,983.58 | 56,983.58 | - | - | 56,983.58 |
| LEASE PURCHASE | 2,134.31 | 2.93 | - | 2,137.24 | 65.07 | - | 2,072.17 | 2,137.24 |
| 2016 G.O. CAPITAL PROJECT | 475,855.30 | - | - | 475,855.30 | 475,855.30 | - | - | 475,855.30 |
| 2016 B/I REPAY FUND | 1,454.92 | - | - | 1,454.92 | 1,454.92 | - | - | 1,454.92 |
| WATER FUND | 1,499,427.84 | 328,675.44 | 446,129.08 | 1,381,974.20 | 1,047,014.03 | - | 334,960.17 | 1,381,974.20 |
| SEWER FUND | 59,261.09 | 41,580.99 | 34,646.78 | 66,195.30 | 66,121.39 | - | 73.91 | 66,195.30 |
| CONVENTION CENTER B & I | (37,917.07) | - | - | (37,917.07) | (37,917.07) | - | - | (37,917.07) |
| 2009 G.O. CAPITAL PROJECTS | 1,155.02 | - | - | 1,155.02 | 1,155.02 | - | - | 1,155.02 |
| 2009 FLETCHER.TIF PROJECTS | 1,287.00 | - | - | 1,287.00 | 1,287.00 | - | - | 1,287.00 |
| 2009 FLETCHER/TIF REPAY FUND | 168,468.61 | 16,381.79 | - | 184,850.40 | 184,850.40 | - | - | 184,850.40 |
| POLICE PENSION FUND | 1,319,713.57 | 1,207.64 | 3,627.60 | 1,317,293.61 | 29,454.69 | 1,287,838.92 | - | 1,317,293.61 |
| KICK FUND | 3,678.99 | - | - | 3,678.99 | 3,678.99 | - | - | 3,678.99 |
| DRUG FUND | 4,523.75 | - | - | 4,523.75 | 4,523.75 | - | - | 4,523.75 |
| GAMES FUND | 3,758.98 | - | - | 3,758.98 | 3,758.98 | - | - | 3,758.98 |
| POLICE DUI FUND | 9,799.78 | - | - | 9,799.78 | 9,799.78 | - | - | 9,799.78 |
| | 5,200,218.24 | 556,014.60 | 693,325.97 | 5,062,906.87 | 2,386,754.89 | 1,287,838.92 | 1,388,313.06 | 5,062,906.87 |

SPLASH PAD $ 65,288.74

**VILLAGE OF MT. ZION**
**MONTHLY BUDGET REPORT**
**FOR THE MONTH OF JUNE 2018**
**REVENUE SUMMARY**

| FUNDS | Month | Year-to-Date | Budget | Balance | % |
|---|---|---|---|---|---|
| GENERAL | 155,585.10 | 1,058,655.56 | 2,583,710.00 | 1,525,054.44 | 41% |
| AUDIT | 28.82 | 770.37 | 11,100.00 | 10,329.63 | 7% |
| LIABILITY INS. | 27.22 | 2,881.94 | 69,100.00 | 66,218.06 | 4% |
| MFT | 12,303.28 | 89,111.18 | 155,050.00 | 65,938.82 | 57% |
| IMRF | 36.37 | 40,580.61 | 61,100.00 | 20,519.39 | 66% |
| CROSSING GUARD | 22.41 | 134.81 | 550.00 | 415.19 | 25% |
| SOCIAL SECURITY | 102.02 | 2,514.18 | 44,300.00 | 41,785.82 | 6% |
| UNEMPLOYMENT COMP | 58.33 | 356.16 | 800.00 | 443.84 | 45% |
| TIF | 2.26 | 12,663.91 | 420,025.00 | 407,361.09 | 3% |
| LEASE PURCHASE | 2.93 | 520.08 | 15,390.00 | 14,869.92 | 3% |
| 2016 G.O. CAPITAL PROJECT | - | 487,693.00 | 487,693.00 | - | 0% |
| 2016 B/I REPAY FUND | - | 4,990.05 | 150,200.00 | 145,209.95 | 3% |
| WATER FUND | 328,675.44 | 2,173,841.81 | 4,579,000.00 | 2,405,158.19 | 47% |
| SEWER FUND | 41,580.99 | 244,167.79 | 504,100.00 | 259,932.21 | 48% |
| CONVENTIONC CENTER B & I | - | - | 228,000.00 | 228,000.00 | 0% |
| 2009 G.O. CAPITAL PROJECTS | - | - | - | - | 0% |
| 2009 FLETCHER.TIF PROJECTS | - | - | - | - | 0% |
| 2009 FLETCHER/TIF REPAY FUND | 16,381.79 | 93,351.13 | 296,500.00 | 203,148.87 | 31% |
| POLICE PENSION FUND | 1,207.64 | 23,766.97 | 454,000.00 | 430,233.03 | 5% |
| KICK FUND | - | - | 100.00 | 100.00 | 0% |
| DRUG FUND | - | - | 500.00 | 500.00 | 0% |
| GAMES FUND | - | 7,971.21 | 8,900.00 | 928.79 | 90% |
| POLICE DUI FUND | - | 1,129.15 | 5,000.00 | 3,870.85 | 23% |
| | 556,014.60 | 4,245,099.91 | 10,075,118.00 | 5,830,018.09 | 42% |

**VILLAGE OF MT. ZION**
**MONTHLY BUDGET REPORT**
**FOR THE MONTH OF JUNE 2018**
**EXPENDITURE SUMMARY**

| FUNDS | Month | Year-to-Date | Budget | Balance | % |
|---|---|---|---|---|---|
| GENERAL | 197,317.84 | 1,237,424.30 | 3,148,700.00 | 1,911,275.70 | 39% |
| AUDIT | - | 10,140.00 | 29,000.00 | 18,860.00 | 35% |
| LIABILITY INS. | - | - | 80,000.00 | 80,000.00 | 0% |
| MFT | 346.32 | 25,137.68 | 326,000.00 | 300,862.32 | 8% |
| IMRF | 5,927.45 | 40,499.60 | 90,000.00 | 49,500.40 | 45% |
| CROSSING GUARD | - | 1,382.88 | 3,500.00 | 2,117.12 | 40% |
| SOCIAL SECURITY | 5,330.90 | 33,150.36 | 75,000.00 | 41,849.64 | 44% |
| UNEMPLOYMENT COMP | - | 9,990.00 | 50,000.00 | 40,010.00 | 20% |
| TIF | - | - | 464,000.00 | 464,000.00 | 0% |
| LEASE PURCHASE | - | 15,385.00 | 15,385.00 | - | 100% |
| 2016 G.O. CAPITAL PROJECT | - | 11,837.70 | 487,693.00 | 475,855.30 | 2% |
| 2016 B/I REPAY FUND | - | 19,757.71 | 150,200.00 | 130,442.29 | 13% |
| WATER FUND | 446,129.08 | 2,286,351.40 | 4,529,250.00 | 2,242,898.60 | 50% |
| SEWER FUND | 34,646.78 | 215,713.93 | 502,850.00 | 287,136.07 | 43% |
| CONVENTION CENTER B & I | - | 53,968.75 | 228,000.00 | 174,031.25 | 24% |
| 2009 G.O. CAPITAL PROJECTS | - | - | - | - | 0% |
| 2009 FLETCHER.TIF PROJECTS | - | - | - | - | 0% |
| 2009 FLETCHER/TIF REPAY FUND | - | 19,925.75 | 296,500.00 | 276,574.25 | 7% |
| POLICE PENSION FUND | 3,627.60 | 68,415.46 | 75,400.00 | 6,984.54 | 91% |
| KICK FUND | - | - | 3,000.00 | 3,000.00 | 0% |
| DRUG FUND | - | - | 4,000.00 | 4,000.00 | 0% |
| GAMES FUND | - | 8,159.00 | 10,000.00 | 1,841.00 | 82% |
| POLICE DUI FUND | - | 5,000.00 | 10,000.00 | 5,000.00 | 50% |
| | 693,325.97 | 4,062,239.52 | 10,578,478.00 | 6,516,238.48 | 38% |

| GENERAL FUND BY DEPARTMENT | | | | | |
|---|---|---|---|---|---|
| ADMINISTRATIVE | 28,063.60 | 104,427.77 | 276,700.00 | 172,272.23 | 38% |
| PLANNING & ZONING | 6,089.24 | 36,205.93 | 85,200.00 | 48,994.07 | 42% |
| POLICE | 74,231.24 | 540,710.62 | 1,121,800.00 | 581,089.38 | 48% |
| STREET | 24,561.72 | 219,782.94 | 864,150.00 | 644,367.06 | 25% |
| PARKS & RECREATION | 41,873.22 | 248,441.20 | 467,100.00 | 218,658.80 | 53% |
| CONVENTION CENTER | 22,498.82 | 87,855.84 | 333,750.00 | 245,894.16 | 26% |

Item: 1
Date: 7/16/2018

# Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Discussion and Approval of an Ordinance Approving the Special Use Permit Request to Allow a Community Integrated Living Arrangement (CILA) for Four Developmentally Disabled Adults at 1602 Powers Court

DT: July 11, 2018

The Planning Commission and Zoning Board of Appeals met on July 10, 2018. After holding the required public hearing they voted to recommend approval of the Special Use Permit requested by the Marion County Horizon Center – Heather Houser. Attached for your review is the Ordinance, P & Z Memorandum, Special Use Permit request, map, receipt, adjacent property owners list, a copy of the letter to adjacent property owners and the public notice.

I was contacted by at least one resident (Westside Drive) who is opposed to the CILA at 1602 Powers Court.

Motion:

To approve the attached Ordinance Approving the Special Use Permit Request to Allow a Community Integrated Living Arrangement (CILA) for Four Developmentally Disabled Adults at 1602 Powers Court Within the Village of Mt. Zion, Illinois.

ORDINANCE NO. 2018-

AN ORDINANCE APPROVING THE SPECIAL USE PERMIT REQUEST TO ALLOW A COMMUNITY INTEGRATED LIVING ARRANGEMENT (CILA) FOR FOUR DEVELOPMENTALLY DISABLED ADULTS FOR CERTAIN PROPERTY LOCATED AT 1602 POWERS COURT WITHIN THE VILLAGE OF MT. ZION, ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: On the 10th day of July, 2018 the Mt. Zion Planning Commission and Zoning Board of Appeals, upon due notice held a public hearing on the petition for a Special Use Permit to allow a CILA at the property legally described as follows:

L 00046 B 00 Baltimore Acres 00BK2970-905 Irreg. Mt. Zion, Illinois.

SECTION 2: The Mt. Zion Planning Commission and Zoning Board of Appeals has recommended the granting of the Special Use Permit as requested.

SECTION 3: Following a full and complete review of the evidence presented to the Mt. Zion Planning Commission and Zoning Board of Appeals and after careful consideration of the law regarding a CILA, the Mt. Zion Village Board of Trustees has approved the Special Use Permit for 1602 Powers Court. The Ordinance granting the Special Use Permit allows no more than four (4) disabled adults to reside at this property at one time.

SECTION 4: The Special Use Permit granted hereby is made subject to all other applicable requirements of the Zoning Code of Mt. Zion, Illinois and is non-transferable.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILALGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 16th DAY OF JULY, 2018.

| | | | |
|---|---|---|---|
| Johnson | _____ | Fritzsche | _____ |
| Mose | _____ | Scales | _____ |
| Kernan | _____ | | |

_____
Village Clerk

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

ITEM: 2

MEETING DATE: 7/10/2018

# PLANNING AND ZONING MEMORANDUM

**TO:** CHAIRMAN JIM MANDOLINE AND MEMBERS OF THE MT. ZION PLANNING AND ZONING COMMISSION

**FROM:** JULIE MILLER, VILLAGE ADMINISTRATOR

**RE:** SPECIAL USE PERMIT – 321 ROLLING GREEN DRIVE

**DATE:** 6/29/2018

The Marion County Horizon Center (Heather Houser) is requesting a Special Use Permit for 321 Rolling Green Drive to operate a Community Integrated Living Arrangement also known as a CILA/Group Home for DD adults. The property at 321 Rolling Green Drive is zoned VR-3 Single Family Residential and the property contains a single-family dwelling. Attached is the application, map, adjacent property owners list and letter, public notice and the filing receipt.

The property is currently zoned VR-3 Single Family Residential which does not allow for multiple unrelated families to cohabitate in one residence. A Special Use Permit is required under Village Ordinances.

Marion County Horizon Center plans to have four (4) individuals reside in the home with one (1) staff person on duty 24/7. The home will be equipped with one (1) minivan without any logos or markings. On an average day there will be no more than 2-3 vehicles at the residence at one time.

The Village of Mt. Zion currently has one CILA in operation on Wagoner Drive that was approved in 2015. The Village has not had any problems with the facility during its three years of operation.

The required public notice was published in the Mt. Zion Region News and adjacent property owners were also notified by letter. Ms. Houser has also reached out to adjacent property owners to answer questions, and address any concerns. I have received no calls, emails or written correspondence regarding the request at the time of preparing this memorandum.

Proposed Motion:

To recommend approval to the Village Board of Trustees the Special Use Permit to operate a Community Integrated Living Arrangement at 321 Rolling Green Drive as presented.

## PUBLIC NOTICE

Public Notice is hereby given of a public hearing to be held by the Mt. Zion Planning Commission and Zoning Board of Appeals on the Special Use Permit of Heather Houser. The Special Use Permit requests the use of a CILA/Group Home for DD adults in respect to property known as 1602 Powers Court, and legally described as follows:

L 0046 B 00 Baltimore Acres 00BK2970-905 IRREG.

The hearing will be convened on Tuesday, July 10, 2018, at 5:30 p.m. in the Mt. Zion Village Hall, 1400 Mt. Zion Parkway, Mt. Zion, Illinois. Persons wishing to make comments on the Special Use Permit may do so in person, in writing, or by counsel.

Dawn Reynolds
Village Clerk

VILLAGE OF
MT. ZION
Build your story here.

June 12, 2018

Dear Adjacent Property Owner:

RE: Special Use Permit – CILA/Group Home for DD Adults – Heather Houser – 1602 Powers Court

A Public Hearing for a Special Use Permit to use the property at 1602 Powers Court as a CILA/Group Home for DD Adults will be held on Tuesday, July 10, 2018. If granted the property owner may use the property as a CILA/Group Home for DD Adults.

A copy of the Public Notice is attached.

The Planning Commission & Zoning Board of Appeals will hold a Public Hearing for this request on Tuesday, July 10, 2018 at 5:30 p.m., in the Village Hall Board Room, 1400 Mt. Zion Parkway, Mt. Zion, Illinois, at which time you may express your views on the matter in person, by writing, or by counsel.

Sincerely,

DReynolds

Dawn Reynolds
Village Clerk

1400 Mt. Zion Parkway
Mt. Zion, Illinois 62549
217-864-5424
217-864-5935 Fax
www.mtzion.com

Special Use Permit – CILA/Group Home for DD Adults – Heather Houser –
1602 Powers Court

Dennis Ballinger
PO Box 1452
Decatur, IL 62525

Busey Bank Trust 4307
Swartz Properties
950 W. Pershing Road
Decatur, IL 62524

David Hinton
1608 Powers Court

Angela Neeley
1515 Westside Drive

Anthony Cefaratti
1525 Westside Drive

David McKee
1535 Westside Drive

Marion County Horizon Center

**Heather Houser**
Residential Director

Cell Phone (217) 621-0852
Fax Number (314) 301-8890
heatherhouser200@gmail.com
www.healthcaremanagementcorp.com

Village of Mt. Zion
1400 Mt. Zion Parkway
Mt. Zion IL 62549 217-864-5424

Receipt No: 1.279907 Jun 4, 2018

HEATHER HOUSER - CILA

| | |
|---|---|
| Previous Balance: | .00 |
| PERMITS - SPECIAL USE PERMIT | 300.00 |
| 01.11.331 PERMITS, BLDG,SIGN,ETC | |
| Total: | 300.00 |
| CHECK - GENERAL CHECKING | 300.00 |
| Payor: HEATHER HOUSER - CILA | |
| Total Applied: | 300.00 |
| Change Tendered: | .00 |

Duplicate Copy

06/04/2018 10:23 AM

RECEIVED JUN 04 2018

# Special Use Permit
## Village of Mt. Zion

Village of Mt. Zion 1400 Mt. Zion Parkway Mt. Zion, IL 62549 217-864-5424 Fax: 217-864-5935

**To the honorable President of the Village Board, the Board of Trustees, and the Planning and Zoning Commission of the Village of Mt. Zion, Illinois.**

**The Undersigned hereby request a Special Use Amendment to:** Operate a Community Integrated Living Arrangement (CILA) in Mt. Zion's residential zoning district.

Marion County Horizon Center asks that you grant a special use permit to serve 4-individuals with intellectual disabilities at 1602 Powers Court Mt. Zion, IL 62549. If you are unable to grant this request, we ask that you make a reasonable accommodation to Mt. Zion's rules, policies, procedures, and practices to provide these individuals with intellectual disabilities an equal opportunity to live in this residential neighborhood in accordance with the Fair Housing Act (FHA) and the American with Disabilities Act (ADA).

**Of the Property legally described as follows:** L 0046 B 00 Baltimore Acres 00BK2970/905 IRREG.

**Commonly described as:** 1602 Powers Court Mt. Zion, IL 62549

**Proposed Use of the property if Special Use is granted/What special hardship exists that would qualify the petitioner(s) for a Special Use?**

Operationally, our plan is to serve four individuals with intellectual disabilities. All four of these individuals have been citizens of Central Illinois for many years. The home will require only one staff per 8 hour shift to meet the individual's needs and occasionally a second staff for appointments and activities. Each of our homes is equipped with 1 minivan without any logos. In total, there would be 2-3 vehicles utilized at this site with only 1-2 cars arriving and departing every 8 hours. On average, we expect 4 arrivals per day and 4 departures per day. This should be comparable to a 4 person family with two parents driving to work, a teenager driving to work/school and a young child utilizing a school bus. None of the individuals that we serve can operate vehicles so that should alleviate any traffic concerns. It is our opinion that the traffic needs will be similar to a 4 person family. The individuals that we serve prefer a slower pace, which means "comings and goings" will be limited. A minivan or 12 passenger van will be utilized to pick up the individuals each morning and will return them home each afternoon. This is equivalent to a child being picked up and returned home by a school bus. These vehicles are covered by the American with Disabilities Act. If it is determined that it isn't, we would ask for a reasonable accommodation to the rule practices, and procedures to allow for these individuals to have access to transportation. Currently, a larger number of non-disabled children have access to the school bus transit system; therefore, there should be no significant stress to the system to allow adults with disabilities the right to utilize mass transit.

Community Integrated Living Arrangements (CILAs) are 1-8 person residential homes for adults with intellectual disabilities. They are regulated by the Department of Human Services and receive a combination of federal and state funding referred to as 60D funding. Rates paid to providers are prorated based upon services provided and home capacity. Smaller homes receive higher funding per capita than larger homes. The CILAs that Marion County Horizon Center intends to provide would offer 24 hour residential care for individuals. We aid in meeting the needs of individuals and fostering the maximum level of independence for the residents. Our philosophy is that CILAs should be nearly indistinguishable from a "regular" home. Community interactions would be activities such as volunteering, attending local sporting events, dining at local restaurants, participating in local events, attending church, etc. The fundamental ideology is that these individuals should have the opportunity to experience what would be considered a normal life. For example, CILA homes should not have large handicap signs placed in front of them because this would be contrary to blending with the neighborhood.

These individuals with intellectual disabilities look forward to enjoying their new home in their community with individual bedrooms and fewer people. Furthermore, they are looking forward to being able to make meals with staff supervision in the kitchens in their new homes and decorate their rooms and their home to show their taste.

Different zoning regulations are intended to promote the development of a range of new single-family housing that are appropriate for persons having different social needs and income levels. CILAs are intended to be very stable. They are funded through the State of Illinois, Medicaid, and Social Security. Pre-admission Screening Agents (PAS) work with families, guardians, and/or individuals to determine homes that can best meet the needs of the individuals. CILA homes must be inspected by the Bureau of Accreditation, Licensure, and Certification (BALC), the Department of Human Services (DHS) and the Office of the State Fire Marshal. Furthermore, CILAs are created from existing homes or new construction. Therefore, the aesthetics of the home would remain uncompromised from conversion into a CILA. Our plan is to make some necessary updates to the house. CILAs are currently located in neighborhoods throughout Central Illinois, and our agency has been unable to find a situation where a CILA has caused the deterioration of an existing neighborhood. On the other hand, our agency does not believe that CILAs or the individuals residing in them should be pigeonholed into "developing" neighborhoods, because our agency does believe that neighborhoods could deteriorate CILAs. Some of these individuals we will be serving can be highly influenced. As a result, our agency would prefer to locate in areas that we know are safe and without potential pitfalls such as drugs and/or alcohol abuse.

Traditionally, the single family home (SFH) is symbolic of stability as well as the "American Dream" versus multi-family housing MF), which is thought of as more temporary. In the case of individuals with intellectual disabilities, many of their needs prohibit these individuals from living independently in traditional SFH's. Although CILA providers hope to aid in teaching the developmental skills necessary for independent living, in many cases total independence is

highly unlikely. For most individuals, their chosen CILA will become their home --where they may possibly reside for the rest of their lives. Furthermore, individuals in our program have been known to either be married or to get married, in which case, we, as providers, accommodate these situations with such things as a private room for the couple. The individuals have the right to decorate their home to meet their individual preferences and choose the home that they see fit. For these reasons, CILAs seem consistent with the fundamental ideologies inherent with the current zoning codes.

**Site Selection:**

We chose this site for the quiet street. It is also 800 feet away from any CILA location. As mentioned, this will provide substantial quality of life increase for the four individuals living in this neighborhood while causing no added undue burden to the Village of Mt. Zion. These individuals are intellectually disabled and would otherwise not have this option to reside in the Mt. Zion community in a 4 person setting.

**Property Values:**

CILAs do not decrease property values. Historically, our agency has put hundreds of thousands of dollars into renovating homes in the community. Furthermore, a report was prepared by Planning/Communications citing multiple Illinois and nation-wide research studies that was presented to the Governor's Planning Council on Developmental Disabilities in Illinois. The data conclusively showed that, "Group Homes do not affect the value of residential properties in the surrounding neighborhood, and group homes do not affect the stability of the surrounding neighborhood."
(http://www.planningcommunications.com/gh/illinois_impact_on_surrounding_neighborhood.pdf,n.d.)

**Consumer Requirements:**

To qualify for 60D CILA Funding, individuals must meet the following qualifications:

1. Have a developmental or intellectual disability (DD -- intellectual disability, cerebral palsy, epilepsy, autism, or any other condition which results in an impairment similar to that caused by an intellectual disability and requires services similar to those required by individuals with an intellectual disability.)
2. The disability must originate before the age of 18.
3. The disability must be expected to continue indefinitely.
4. Ultimately, the disability must cause a substantial handicap.

When families or guardians are seeking residential services, they should contact their regional pre-admission screening (PAS) agency. For Mt. Zion the PAS agency is called "Prairieland Service Coordination" Their headquarters are located in Decatur, IL. After contacting PSC, the PAS agency assigns a PAS agent to work with the consumer and/or their guardian to verify that they will qualify for placement as well as aid in coordinating residential, Vocational or developmental training options. The PAS agency then assigns the individual to a advocate who works directly with the individual in an on-going advocate capacity.

Expressed in the Department of Developmental Disabilities Rule 115, the Illinois Department of Human Services outlines specific requirements for providers in terms of licensure. The intent is for providers to offer a safe and healthy living environment in the least restrictive setting possible for those receiving supports/services. State licensure is reviewed through a site survey every three years for the CILA program. If a provider scores lower than a 92% on a BALC survey, then the inspection frequency increases to annually. Scores typically range from 80% to 96%, so scores of less than 92% are common.

Rule 115 discusses the different requirements to become a CILA as well as the necessary requirements to maintain compliance as a CILA. The statutory requirements for CILAs will likely satisfy many of the concerns related to local acceptance. For instance, one of the requirements is that the home must be clean and safe. Another requires minimum square footage for each bedroom of 75 square feet for a single bedroom and 110 square feet for a double bedroom. Also, Rule 115 limits CILAs to eight (8) residents. MCHC plans on this home being home to 4 individuals, not the allowed 8. These requirements are consistent with what would be expected for a traditional household. In cases of emergencies such as a fire, police, death or disaster, each provider is not only required to have a general policy in place outlining the organization's disaster policy, but each provider is required to have an individualized policy for residents with special needs. It is our agency's belief that the statutory requirements in Rule 115 should suffice, as numerous hours went into planning and creating Rule 115 (DHS).

**Guardian Testimony:**

"My name is Carrie Dehn and I am the mother/legal guardian of a 25 year old developmentally disabled daughter. She is currently living in a 4 bedroom home in Salem. This home is like every other home in the neighborhood. You cannot tell it is a CILA home from the outside or on the inside. The four young women that live there are enjoying living in a "normal" home as opposed to larger institutionalized settings. They have their own rooms, help plan menus, outings and do chores. They watch tv, play game, eat out and attend community events just like everyone else. My question to you is why would you not want these individuals in your neighborhoods? All of the staff are thoroughly background checked. All of the residents are as well. As far as neighbor goes, how much safer can you get? Most of the time you know nothing of the backgrounds of others. The homes are well kept. Yards are mowed. Decorated for the holidays. I am so glad that the city of Salem has given my daughter an opportunity to live and grow in their community. She is thriving and enjoying her independence in her new home. Please consider allowing this new CILA home to open. I have over 20 years experience working with these individuals (not just my daughter). My experiences over the years have taught me that most people make decisions about this population based on fears, rumors and just plain discrimination. They have the same rights as everyone else in this world, including CHOOSING where they want to live and work. Please help to change the old ways of thinking and thank you for your time and consideration, Carrie Dehn."

**History of individuals with intellectual disabilities living in the community:**

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In conclusion, I would like to thank the Council for your time in reviewing these matters. I believe that these changes will not only add value to the individuals that we serve, but also be a progressive movement for the City of Mt. Zion. It is my hope that we can move forward with this request or a reasonable accommodation to the rules, policies, procedures, and practices of the City of Mt. Zion to provide these individuals with intellectual disabilities and equal opportunity to live in this residential neighborhood in accordance with the Fair Housing Act (FHA) and the American with Disabilities Act (ADA).

| **Name and Address of all abutting land owners:** |
| --- |
| 1. Dennis Ballinder - Empty Lot directly next to the home. PO Box 1452 Decatur, IL 62525<br>2. Village of Mt. Zion - Park behind the home.<br>3. Swartz Properties 950 W. Pershing Road, Decatur, IL 62524 |

| **Name and Address of Petitioner:** Marion County Horizon Center PO Box 745 Salem, IL 62881 |
| --- |

| **Agent or Representative of Petitioner:** Heather Houser, Residential Director |
| --- |

Requirements:

1. An attached sealed map must be provided showing the dimensions of the property. **Attached**
2. The proper fee must be attached in the amount of _____$150.00. **Attached**

Heather Houser
Signature

5/31/18
Date

Thank you.

Heather Houser, Residential Director
Marion County Horizon Center
Central Illinois Region
Cell/Office: 217-621-0852
Email: heatherhouser200@gmail.com

# Macon County Parcel Viewer

May 31, 2018

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Parcels

Addresses

Street Lables

For Tax Purposes Only, Not a Legal Survey
Macon County, IL

Item: 2
Date: 7/16/2018

# Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Discussion and Approval of an Ordinance Approving the Special Use Permit Request to Allow a Community Integrated Living Arrangement (CILA) for Four Developmentally Disabled Adults at 321 Rolling Green Drive

DT: July 11, 2018

The Planning Commission and Zoning Board of Appeals met on July 10, 2018. After holding the required public hearing they voted to recommend approval of the Special Use Permit requested by the Marion County Horizon Center – Heather Houser. Attached for your review is the Ordinance, P & Z memorandum, Special Use Permit request, map, receipt, adjacent property owners, a copy of the letter to adjacent property owners, and the public notice. I have received no objections either by mail, in person or through the website/email.

Ms. Houser has been very proactive introducing the facility to the neighborhood. She has meet with several neighbors to answer questions and address the concerns of the neighbors.

Motion:

> To approve the attached Ordinance Approving the Special Use Permit Request to Allow a Community Integrated Living Arrangement (CILA) For Four Developmentally Disabled Adults at 321 Rolling Green Drive Within the Village of Mt. Zion, Illinois.

ORDINANCE NO. 2018-

AN ORDINANCE APPROVING THE SPECIAL USE PERMIT REQUEST TO ALLOW A COMMUNITY INTEGRATED LIVING ARRANGEMENT (CILA) FOR FOUR DEVELOPMENTALLY DISABLED ADULTS FOR CERTAIN PROPERTY LOCATED AT 321 ROLLING GREEN DRIVE WITHIN THE VILLAGE OF MT. ZION, ILLINOIS

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: On the 10th day of July, 2018 the Mt. Zion Planning Commission and Zoning Board of Appeals, upon due notice held a public hearing on the petition for a Special Use Permit to allow a CILA at the property legally described as follows:

L 0017 B 00 Rolling Green Estates 100X99, Macon County, Illinois.

SECTION 2: The Mt. Zion Planning Commission and Zoning Board of Appeals has recommended the granting of the Special Use Permit as requested.

SECTION 3: Following a full and complete review of the evidence presented to the Mt. Zion Planning Commission and Zoning Board of Appeals and after careful consideration of the law regarding a CILA, the Mt. Zion Village Board of Trustees has approved the Special Use Permit for 321 Rolling Green Drive. The Ordinance granting this Special Use Permit allows no more than four disabled adults to reside at this property at one time.

SECTION 4: The Special Use Permit granted hereby is made subject to all other applicable requirements of the Zoning Code of Mt. Zion, Illinois and is non-transferable.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILALGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 16th DAY OF JULY, 2018.

| | | | |
|---|---|---|---|
| Johnson | _____ | Fritzsche | _____ |
| Mose | _____ | Scales | _____ |
| Kernan | _____ | | |

_____
Village Clerk

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

ITEM: 1

MEETING DATE: 7/10/2018

# PLANNING AND ZONING MEMORANDUM

**TO:** CHAIRMAN JIM MANDOLINE AND MEMBERS OF THE MT. ZION PLANNING AND ZONING COMMISSION

**FROM:** JULIE MILLER, VILLAGE ADMINISTRATOR

**RE:** SPECIAL USE PERMIT – 1602 POWERS COURT

**DATE:** 6/29/2018

The Marion County Horizon Center (Heather Houser) is requesting a Special Use Permit for 1602 Powers Court to operate a Community Integrated Living Arrangement also known as a CILA/Group Home for DD adults. The property at 1602 Powers Court is zoned PUD Planned Unit Development and the property contains a single-family dwelling. Attached is the application, map, adjacent property owners list and letter, public notice and the filing receipt.

The property is currently zoned PUD Planned Unit Development and does allow for multiple unrelated families to cohabitate in one building such as an apartment building. The Planned Unit Development requires the developer to develop an area (usually containing multiple uses) exactly as it is depicted on the recorded plat. In this case, this particular lot called for a single family residence. A Special Use Permit is required under Village Ordinances. There is an apartment building located adjacent to this property.

Marion County Horizon Center plans to have four (4) individuals reside in the home with one (1) staff person on duty 24/7. The home will be equipped with one (1) minivan without any logos or markings. On an average day there will be no more than 2-3 vehicles at the residence at one time.

The Village of Mt. Zion currently has one CILA in operation on Wagoner Drive that was approved in 2015. The Village has not had any problems with the facility during its three years of operation.

The required public notice was published in the Mt. Zion Region News and adjacent property owners were also notified by letter. Ms. Houser has also reached out to adjacent property owners to answer questions, and address any concerns. I have received no calls, emails or written correspondence regarding the request at the time of preparing this memorandum.

Proposed Motion:

To recommend approval to the Village Board of Trustees the Special Use Permit to operate a Community Integrated Living Arrangement at 1602 Powers Court as presented.

RECEIVED JUN 04 2018

# Special Use Permit
## Village of Mt. Zion

Village of Mt. Zion 1400 Mt. Zion Parkway Mt. Zion, IL 62549 217-864-5424 Fax: 217-864-5935

**To the honorable President of the Village Board, the Board of Trustees, and the Planning and Zoning Commission of the Village of Mt. Zion, Illinois.**

**The Undersigned hereby request a Special Use Amendment to:** Operate a Community Integrated Living Arrangement (CILA) in Mt. Zion's residential zoning district.

Marion County Horizon Center asks that you grant a special use permit to serve 4-individuals with intellectual disabilities at 321 Rolling Green Drive Mt. Zion, IL 62549. If you are unable to grant this request, we ask that you make a reasonable accommodation to Mt. Zion's rules, policies, procedures, and practices to provide these individuals with intellectual disabilities an equal opportunity to live in this residential neighborhood in accordance with the Fair Housing Act (FHA) and the American with Disabilities Act (ADA).

**Of the Property legally described as follows:** L 0017 B 00 Rolling Green Estates 100X99 in Macon County IL.

**Commonly described as:** 321 Rolling Green Drive Mt. Zion, IL 62549

**Proposed Use of the property if Special Use is granted/What special hardship exists that would qualify the petitioner(s) for a Special Use?**

Operationally, our plan is to serve four individuals with intellectual disabilities. All four of these individuals have been citizens of Central Illinois for many years. The home will require only one staff per 8 hour shift to meet the individual's needs and occasionally a second staff for appointments and activities. Each of our homes is equipped with 1 minivan without any logos. In total, there would be 2-3 vehicles utilized at this site with only 1-2 cars arriving and departing every 8 hours. On average, we expect 4 arrivals per day and 4 departures per day. This should be comparable to a 4 person family with two parents driving to work, a teenager driving to work/school and a young child utilizing a school bus. None of the individuals that we serve can operate vehicles so that should alleviate any traffic concerns. It is our opinion that the traffic needs will be similar to a 4 person family. The individuals that we serve prefer a slower pace, which means "comings and goings" will be limited. A minivan or 12 passenger van will be utilized to pick up the individuals each morning and will return them home each afternoon. This is equivalent to a child being picked up and returned home by a school bus. These vehicles are covered by the American with Disabilities Act. If it is determined that it isn't, we would ask for a reasonable accommodation to the rule practices, and procedures to allow for these individuals to have access to transportation. Currently, a larger number of non-disabled children have access to the school bus transit system; therefore, there should be no significant stress to the system to allow adults with disabilities the right to utilize mass transit.

Community Integrated Living Arrangements (CILAs) are 1-8 person residential homes for adults with intellectual disabilities. They are regulated by the Department of Human Services and receive a combination of federal and state funding referred to as 60D funding. Rates paid to providers are prorated based upon services provided and home capacity. Smaller homes receive higher funding per capita than larger homes. The CILAs that Marion County Horizon Center intends to provide would offer 24 hour residential care for the individuals. We aid in meeting the needs of individuals and fostering the maximum level of independence for the residents. Our philosophy is that CILAs should be nearly indistinguishable from a "regular" home. Community interactions would be activities such as volunteering, attending local sporting events, dining at local restaurants, participating in local events, grocery shopping, attending church, etc. The fundamental ideology is that these individuals should have the opportunity to experience what would be considered a normal life. For example, CILA homes should not have large handicap signs placed in front of them because this would be contrary to blending with the neighborhood.

These individuals with intellectual disabilities look forward to enjoying their new home in their community with individual bedrooms and fewer people. Furthermore, they are looking forward to being able to make meals with staff supervision in the kitchens in their new homes and decorate their rooms and their home to show their taste.

Different zoning regulations are intended to promote the development of a range of new single-family housing that are appropriate for persons having different social needs and income levels. CILAs are intended to be very stable. They are funded through the State of Illinois, Medicaid, and Social Security. Pre-admission Screening Agents (PAS) work with families, guardians, and/or individuals to determine homes that can best meet the needs of the individuals. CILA homes must be inspected by the Bureau of Accreditation, Licensure, and Certification (BALC), the Department of Human Services (DHS) and the Office of the State Fire Marshal. Furthermore, CILAs are created from existing homes or new construction. Therefore, the aesthetics of the home would remain uncompromised from conversion into a CILA. Our plan is to make some necessary updates to the house. CILAs are currently located in neighborhoods throughout Central Illinois, and our agency has been unable to find a situation where a CILA has caused the deterioration of an existing neighborhood. On the other hand, our agency does not believe that CILAs or the individuals residing in them should be pigeonholed into "developing" neighborhoods, because our agency does believe that neighborhoods could deteriorate CILAs. Some of these individuals we will be serving can be highly influenced. As a result, our agency would prefer to locate in areas that we know are safe and without potential pitfalls such as drugs and/or alcohol abuse.

Traditionally, the single family home (SFH) is symbolic of stability as well as the "American Dream" versus multi-family housing MF), which is thought of as more temporary. In the case of individuals with intellectual disabilities, many of their needs prohibit these individuals from living independently in traditional SFH's. Although CILA providers hope to aid in teaching

the developmental skills necessary for independent living, in many cases total independence is highly unlikely. For most individuals, their chosen CILA will become their home --where they may possibly reside for the rest of their lives. Furthermore, individuals in our program have been known to either be married or to get married, in which case, we, as providers, accommodate these situations with such things as a private room for the couple. The individuals have the right to decorate their home to meet their individual preferences and choose the home that they see fit. For these reasons, CILAs seem consistent with the fundamental ideologies inherent with the current zoning codes.

**Site Selection:**

We chose this site for the quiet street. It is also 800 feet away from any CILA location. As mentioned, this will provide substantial quality of life increase for the four individuals living in this neighborhood while causing no added undue burden to the Village of Mt. Zion. These individuals are intellectually disabled and would otherwise not have this option to reside in the Mt. Zion community in a 4 person setting.

**Property Values:**

CILAs do not decrease property values. Historically, our agency has put hundreds of thousands of dollars into renovating homes in the community. Furthermore, a report was prepared by Planning/Communications citing multiple Illinois and nation-wide research studies that was presented to the Governor's Planning Council on Developmental Disabilities in Illinois. The data conclusively showed that, "Group Homes do not affect the value of residential properties in the surrounding neighborhood, and group homes do not affect the stability of the surrounding neighborhood."
(http://www.planningcommunications.com/gh/illinois_impact_on_surrounding_neighborhood.pdf,n.d.)

**Consumer Requirements:**

To qualify for 60D CILA Funding, individuals must meet the following qualifications:

1. Have a developmental or intellectual disability (DD -- intellectual disability, cerebral palsy, epilepsy, autism, or any other condition which results in an impairment similar to that caused by an intellectual disability and requires services similar to those required by individuals with an intellectual disability.)
2. The disability must originate before the age of 18.
3. The disability must be expected to continue indefinitely.
4. Ultimately, the disability must cause a substantial handicap.

When families or guardians are seeking residential services, they should contact their regional pre-admission screening (PAS) agency. For Mt. Zion the PAS agency is called "Prairieland Service Coordination" Their headquarters are located in Decatur, IL. After contacting PSC, the PAS agency assigns a PAS agent to work with the consumer and/or their guardian to verify that they will qualify for placement as well as aid in coordinating residential,

vocational or developmental training options. The PAS agency then assigns the individual to a advocate who works directly with the individual in an on-going advocate capacity.

Expressed in the Department of Developmental Disabilities Rule 115, the Illinois Department of Human Services outlines specific requirements for providers in terms of licensure. The intent is for providers to offer a safe and healthy living environment in the least restrictive setting possible for those receiving supports/services. State licensure is reviewed through a site survey every three years for the CILA program. If a provider scores lower than a 92% on a BALC survey, then the inspection frequency increases to annually. Scores typically range from 80% to 96%, so scores of less than 92% are common.

Rule 115 discusses the different requirements to become a CILA as well as the necessary requirements to maintain compliance as a CILA. The statutory requirements for CILAs will likely satisfy many of the concerns related to local acceptance. For instance, one of the requirements is that the home must be clean and safe. Another requires minimum square footage for each bedroom of 75 square feet for a single bedroom and 110 square feet for a double bedroom. Also, Rule 115 limits CILAs to eight (8) residents. MCHC plans on this home being home to 4 individuals, not the allowed 8. These requirements are consistent with what would be expected for a traditional household. In cases of emergencies such as a fire, police, death or disaster, each provider is not only required to have a general policy in place outlining the organization's disaster policy, but each provider is required to have an individualized policy for residents with special needs. It is our agency's belief that the statutory requirements in Rule 115 should suffice, as numerous hours went into planning and creating Rule 115 (DHS).

**Guardian Testimony:**

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A great example of CILAs confronting zoning law took place in Lincoln, Illinois. Charleston Transitional Facilities sued the City of Lincoln under the Fair Housing Act for restricting use of CILA's in R1 Zoning. Shortly thereafter, CILA's were added as permitted use. Covenants that restrict people with disabilities are also illegal, which is demonstrated in the court case: Preferred Properties, Inc. versus Indian Rivers Estates. Finally, the Americans with Disabilities Act (ADA) also prohibits a public entity from discriminating against people with disabilities, which includes residential options.

These facts are provided to expedite the bureaucratic process and demonstrate that many great minds have already delved into the legal aspect of CILA's. We would prefer to focus on the operational side of opening and meeting the needs of the individuals that we serve. Nonetheless, our agency will pursue this as far as we must. I have included copies of the recent court case that took place in Anna, IL; Herrin, IL; and the Department of Justice's interpretation of group homes.

In conclusion, I would like to thank the Council for your time in reviewing these matters. I believe that these changes will not only add value to the individuals that we serve, but also be a progressive movement for the City of Mt. Zion. It is my hope that we can move forward with this request or a reasonable accommodation to the rules, policies, procedures, and practices of the City of Mt. Zion to provide these individuals with intellectual disabilities and equal opportunity to live in this residential neighborhood in accordance with the Fair Housing Act (FHA) and the American with Disabilities Act (ADA).

| **Name and Address of all abutting land owners:** |
| --- |
| 1. Larry and Judith Austin - 331 Rolling Green, Mt. Zion, IL 62549<br>2. James and Rosalie Sommer - 311 Rolling Green, Mt. Zion, IL 62549<br>3. Daniel and Lynn Wulsch - 400 Kirk Drive, Mt. Zion, IL 62549<br>4. James and Claudia Schwerdtfeger 410 Kirk Drive, PO Box 194 Mt. Zion, IL 62549 |

**Name and Address of Petitioner:** Marion County Horizon Center PO Box 745 Salem, IL 62881

**Agent or Representative of Petitioner:** Heather Houser, Residential Director and David Armbrust, Owner/Vice President

Requirements:

1. An attached sealed map must be provided showing the dimensions of the property. - **Attached**
2. The proper fee must be attached in the amount of _____$150.00 **-Paid**

Heather Houser, Director
Signature

5/31/18
Date

Thank you.

Heather Houser

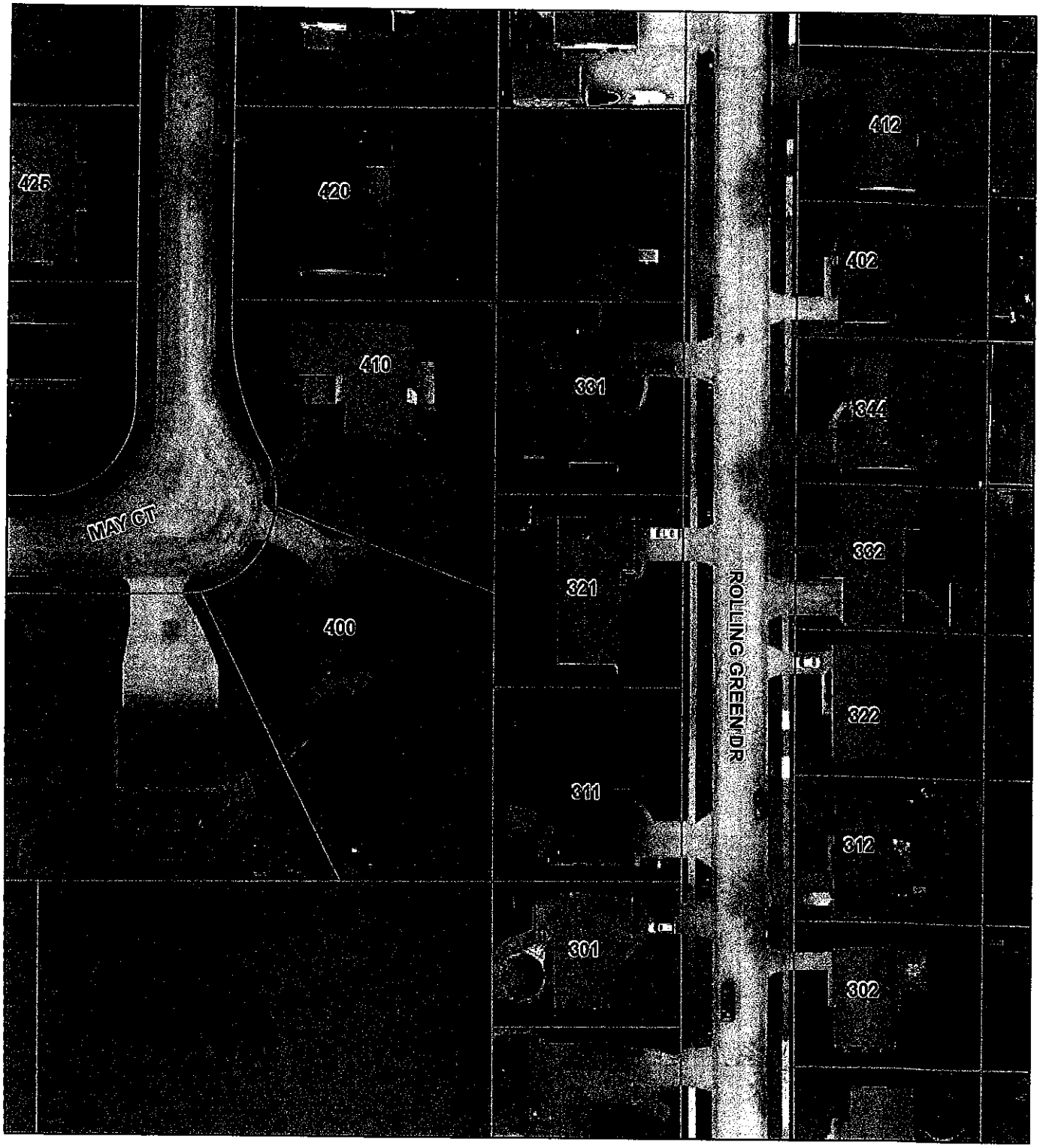
Heather Houser, Residential Director
Marion County Horizon Center
Central Illinois Region
Cell/Office: 217-621-0852
Email: heatherhouser200@gmail.com

Marion County Horizon Center

Heather Houser
Residential Director

Cell Phone (217) 621-0852
Fax Number (314) 301-8890
heatherhouser200@gmail.com
www.healthcaremanagementcorp.com

# Macon County Parcel Viewer




May 31, 2018

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Parcels

Addresses

Street Lables

For Tax Purposes Only, Not a Legal Survey
Macon County, IL

Village of Mt. Zion
1400 Mt. Zion Parkway
Mt. Zion IL 62549 217-864-5424

Receipt No: 1.279907 Jun 4, 2018

HEATHER HOUSER - CILA

| | |
|---|---|
| Previous Balance: | .00 |
| PERMITS - SPECIAL USE PERMIT | 300.00 |
| 01.11.331 PERMITS, BLDG,SIGN,ETC | |
| Total: | 300.00 |
| CHECK - GENERAL CHECKING | 300.00 |
| Payor: HEATHER HOUSER - CILA | |
| Total Applied: | 300.00 |
| Change Tendered: | .00 |

Duplicate Copy

06/04/2018 10:23 AM

Special Use Permit – CILA/Group Home for DD Adults – Heather Houser –
321 Rolling Green Drive

James Sommer
311 Rolling Green Drive

Larry/Judy Austin
331 Rolling Green Drive

Keith Fabrique
344 Rolling Green Drive

Ira Jacoby
332 Rolling Green Drive

Robert Struzzi
322 Rolling Green Drive

Daniel Wulsch
400 Kirk Drive

Jim Schwerdtfeger
410 Kirk Drive

VILLAGE OF
MT. ZION
Build your story here.

June 12, 2018

Dear Adjacent Property Owner:

RE: Special Use Permit – CILA/Group Home for DD Adults – Heather Houser – 321 Rolling Green Drive

A Public Hearing for a Special Use Permit to use the property at 321 Rolling Green Drive as a CILA/Group Home for DD Adults will be held on Tuesday, July 10, 2018. If granted the property owner may use the property as a CILA/Group Home for DD Adults.

A copy of the Public Notice is attached.

The Planning Commission & Zoning Board of Appeals will hold a Public Hearing for this request on Tuesday, July 10, 2018 at 5:30 p.m., in the Village Hall Board Room, 1400 Mt. Zion Parkway, Mt. Zion, Illinois, at which time you may express your views on the matter in person, by writing, or by counsel.

Sincerely,

D Reynolds

Dawn Reynolds
Village Clerk

1400 Mt. Zion Parkway
Mt. Zion, Illinois 62549
217-864-5424
217-864-5935 Fax
www.mtzion.com

## PUBLIC NOTICE

Public Notice is hereby given of a public hearing to be held by the Mt. Zion Planning Commission and Zoning Board of Appeals on the Special Use Permit of Heather Houser. The Special Use Permit requests the use of a CILA/Group Home for DD adults in respect to property known as 321 Rolling Green Drive, and legally described as follows:

L 0017 B 00 Rolling Green Estates 100X99 in Macon County IL.

The hearing will be convened on Tuesday, July 10, 2018, at 5:30 p.m. in the Mt. Zion Village Hall, 1400 Mt. Zion Parkway, Mt. Zion, Illinois. Persons wishing to make comments on the Special Use Permit may do so in person, in writing, or by counsel.

Dawn Reynolds
Village Clerk

Item: 3
Date: 7/16/2018

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Discussion and Approval to Proceed with the Purchase of 835 Crestview Drive

DT: June 29, 2018

The abandoned property at 835 Crestview Drive is currently being maintained by the Village. The Public Works Department, after obtaining a court order, demolished the property and a lien of $26,482.37 was placed on the property. After consulting with the Village Attorney, staff is recommending that the Village pursue the purchase of the property. The estimated cost to obtain the property for the Village is $750.00 plus a $50.00 recording fee. According to, Steve Schrimpf, Macon County Delinquent Tax Agent, the Village can enter into a contract for purchase on or after August 3, 2018.

It is staff's opinion that the delinquent tax balance and lien amount make the property undesirable for a private purchaser. Once the Village obtains the property, the lien can be released and the Village Board can pursue selling the lot for private development.

Proposed Motion:

To authorize the Mayor and Village Clerk to execute all necessary documents to purchase the property located at 835 Crestview Drive.

Item: 4
Date: 7/16/2018

# Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Discussion and Approval of 2018 ITEP Grant Award – Baltimore-Harry Land Bike Path Connection

DT: July 2, 2018

As previously discussed, the Village needs to decide whether to accept the ITEP Grant of $20,280.00 for Phase I Design Engineering for the above referenced project. By accepting the grant, the Village is required to select the engineering firm following its newly adopted QBS Selection Policy. The QBS process will more than likely push the construction phase to 2021 or 2023 contingent that a second ITEP grant was awarded for future phases of the project.

Matt Foster, Chastain and Associates, has supplied an estimate for the project to be completed by Public Works for comparison. The estimate also breaks the project into two phases: 1) The Glenwood north to Harry Land Road and 2) Baltimore Avenue west to Sundance Drive.

Formal action is only necessary if it is decided to decline the ITEP grant. Staff is seeking direction to move the project forward either through the ITEP grant or utilizing local resources for the entire project including engineering.

# VILLAGE OF MT.ZION
## BALTIMORE AVENUE-HARRY LAND ROAD BIKE PATH
## PROJECT COST COMPARISONS

| DESCRIPTION | UNIT | UNIT COST | QUANTITY | TOTAL PRICE | ITEP FUNDED FEDERAL SHARE | ITEP FUNDED LOCAL MATCH | LOCAL FUNDED (MATERIAL COSTS ONLY) FULL PROJECT | LOCAL FUNDED (MATERIAL COSTS ONLY) PARTIAL PROJECT |
|---|---|---|---|---|---|---|---|---|
| **CLEARING AND REMOVAL ITEMS:** | | | | | | | | |
| STUMP REMOVAL | EACH | $ 50.00 | 40 | $ 2,000.00 | $ 1,600.00 | $ 400.00 | - | $ - |
| EARTH EXCAVATION | CU YD | $ 37.00 | 800 | $ 29,600.00 | $ 23,680.00 | $ 5,920.00 | - | $ - |
| COMBINATION CURB & GUTTER REMOVAL | FOOT | $ 20.00 | 40 | $ 800.00 | $ 640.00 | $ 160.00 | - | $ - |
| SIDEWALK REMOVAL | SQ FT | $ 5.00 | 400 | $ 2,000.00 | $ 1,600.00 | $ 400.00 | - | $ - |
| **EROSION CONTROL SYSTEMS:** | | | | | | | | |
| SEEDING CLASS 1 SPECIAL | ACRE | $ 5,500.00 | 1 | $ 5,500.00 | $ 4,400.00 | $ 1,100.00 | $ 2,200.00 | $ 750.00 |
| MULCH METHOD 1 | ACRE | $ 2,000.00 | 1 | $ 2,000.00 | $ 1,600.00 | $ 400.00 | $ 800.00 | $ 250.00 |
| PERIMETER EROSION BARRIER | FOOT | $ 4.00 | 3500 | $ 14,000.00 | $ 11,200.00 | $ 2,800.00 | $ 5,600.00 | $ 1,800.00 |
| INLET & PIPE PROTECTION | EACH | $ 250.00 | 6 | $ 1,500.00 | $ 1,200.00 | $ 300.00 | $ 600.00 | $ 200.00 |
| INLET FILTERS | EACH | $ 300.00 | 10 | $ 3,000.00 | $ 2,400.00 | $ 600.00 | $ 1,200.00 | $ - |
| **SUBBASE, BASE, SURFACE & SHOULDERS:** | | | | | | | | |
| PORTLAND CEMENT CONCRETE SIDEWALK, 5" | SQ FT | $ 8.00 | 17500 | $ 140,000.00 | $ 112,000.00 | $ 28,000.00 | $ 56,000.00 | $ 19,600.00 |
| **TEMPORARY TRAFFIC CONTROL:** | | | | | | | | |
| TRAFFIC CONTROL & PROTECTION SPECIAL | L SUM | $ 10,000.00 | 1 | $ 10,000.00 | $ 8,000.00 | $ 2,000.00 | - | $ - |
| **INCIDENTAL ITEMS:** | | | | | | | | |
| DETECTABLE WARNINGS | SQ FT | $ 45.00 | 70 | $ 3,150.00 | $ 2,520.00 | $ 630.00 | $ 1,260.00 | $ 1,260.00 |
| COMB. CONCRETE CURB & GUTTER, TYPE B-6.24 | FOOT | $ 60.00 | 40 | $ 2,400.00 | $ 1,920.00 | $ 480.00 | $ 960.00 | $ 960.00 |
| PAINT PAVEMENT MARKING, 4" | FOOT | $ 3.00 | 700 | $ 2,100.00 | $ 1,680.00 | $ 420.00 | - | $ - |
| TRAFFIC CONTROL BOLLARDS | EACH | $ 500.00 | 3 | $ 1,500.00 | $ 1,200.00 | $ 300.00 | $ 600.00 | $ 200.00 |
| MANHOLE ADJUSTMENT | EACH | $ 500.00 | 5 | $ 2,500.00 | $ 2,000.00 | $ 500.00 | $ 1,000.00 | $ - |
| INLET ADJUSTMENT | EACH | $ 500.00 | 2 | $ 1,000.00 | $ 800.00 | $ 200.00 | $ 400.00 | $ - |
| WATER VALVE ADJUSTMENT | EACH | $ 350.00 | 1 | $ 350.00 | $ 280.00 | $ 70.00 | $ 140.00 | $ - |
| MOBILIZATION | L SUM | $ 7,000.00 | 1 | $ 7,000.00 | $ 5,600.00 | $ 1,400.00 | - | $ - |
| **TOTAL ESTIMATED CONSTRUCTION COSTS:** | | | | **$ 230,400.00** | **$ 184,320.00** | **$ 46,080.00** | **$ 70,760.00** | **$ 25,020.00** |
| **PHASE I DESIGN ENGINEERING:** | | | | $ 25,350.00 | $ 20,280.00 | $ 5,070.00 | $ - | $ - |
| **PHASE I ENVIRONMENTAL DOCUMENTATION:** | | | | $ 5,000.00 | $ - | $ 5,000.00 | $ - | $ - |
| **ROW NEGOTIATION SERVICES:** | | | | $ 21,000.00 | $ - | $ 21,000.00 | $ 10,500.00 | $ 1,500.00 |
| **PHASE II DESIGN ENGINEERING:** | | | | $ 9,200.00 | $ 7,360.00 | $ 1,840.00 | $ 15,000.00 | $ 8,000.00 |
| **CONSTRUCTION ENGINEERING & STAKING:** | | | | $ 34,550.00 | $ 27,640.00 | $ 6,910.00 | $ 15,000.00 | $ 8,000.00 |
| **TOTAL ESTIMATED ENGINEERING COSTS:** | | | | **$ 95,100.00** | **$ 55,280.00** | **$ 39,820.00** | **$ 40,500.00** | **$ 17,500.00** |
| **PROPOSED RIGHT OF WAY ACQUISITION:** | | | | $ - | $ - | $ - | $ - | $ - |
| **PROPOSED PERMANENT EASEMENT ACQUISITION:** | | | | $ 15,000.00 | $ - | $ 15,000.00 | $ 15,000.00 | $ 1,500.00 |
| **PROPOSED TEMPORARY EASEMENT ACQUISITIONS:** | | | | $ 1,000.00 | $ - | $ 1,000.00 | $ - | $ - |
| **TOTAL ESTIMATED PROPERTY ACQUISITION COSTS:** | | | | **$ 16,000.00** | **$ -** | **$ 16,000.00** | **$ 15,000.00** | **$ 1,500.00** |
| **TOTAL ESTIMATED UTILITY RELOCATION COSTS:** | | | | **$ 20,000.00** | **$ 16,000.00** | **$ 4,000.00** | **$ 20,000.00** | **$ -** |
| **TOTAL ESTIMATED PROJECT COSTS:** | | | | **$ 361,500.00** | **$ 255,600.00** | **$ 105,900.00** | **$ 146,260.00** | **$ 44,020.00** |

# BALTIMORE AVE. - HARRY LAND RD. BIKE PATH

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

Item: 5
Date: 7/16/2018

# Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Discussion and Approval of an Ordinance Approving and Authorizing Entering Into and Executing a Cable Television Franchise Agreement between the Village of Mt. Zion and Comcast

DT: July 3, 2018

The Village of Mt. Zion currently has a Franchise Agreement with Comcast for television services that expires in 2019. The attached Franchise Agreement has the same term of ten (10) years.

Village Attorney, Ed Flynn, has reviewed the attached agreement. I recommend approval as presented.

Motion:

To approve the attached Ordinance Approving and Authorizing Entering Into and Executing a Cable Franchise Agreement Between the Village of Mt. Zion and Comcast of Illinois/Indiana/Ohio, LLC. as presented.

ORDINANCE 2018-

**AN ORDINANCE APPROVING AND AUTHORIZING ENTERING INTO AND EXECUTING A CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF MT. ZION AND COMCAST OF ILLINOIS/INDIANA/OHIO, LLC.**

**WHEREAS,** the Village of Mt. Zion ("Village") is an Illinois non-home rule unit of local government pursuant to Section 7 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

**WHEREAS**, the Village desires to renew its cable franchise agreement with Comcast.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** That certain Franchise Agreement by and between the Village of Mt. Zion and Comcast of Illinois/Indiana/Ohio, LLC, a copy of which is attached hereto, is hereby approved.

**SECTION 2:** The President is authorized and directed to execute said Franchise Agreement on behalf of the Village, and the proper officers of the Village are directed to carry out the Franchise Agreement by its terms.

**SECTION3:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS ON THE 16TH DAY OF JULY, 2018.

| | | | |
|---|---|---|---|
| Johnson | _____ | Fritzsche | _____ |
| Mose | _____ | Scales | _____ |
| Kernan | _____ | | |

_____
Village Clerk

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

COPY

**CABLE TELEVISION FRANCHISE AGREEMENT**
**BY AND BETWEEN**
**VILLAGE OF MT. ZION**
**And**
**COMCAST OF ILLINOIS/INDIANA/OHIO, LLC.**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Mt. Zion, Illinois (hereinafter, the "Village") and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, "Grantee") this____ day of _____, _____ (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers

within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois/Indiana/Ohio, LLC.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental

authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001),* and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public Way" shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Village" means the Village of Mt. Zion, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Ordinance No. [redacted] approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in

accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair and maintenance work on the Cable System.

## SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of the Municipal Code of the Village of Mt. Zion as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the

Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in

excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

| | | |
|---|---|---|
| Children | General Entertainment | Family Oriented |
| Ethnic/Minority | Sports | Weather |
| Educational | Arts, Culture and Performing Arts | News & Information |

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the

Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.,*. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

**SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a

Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

## SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

## SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with

respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

**SECTION 8: Enforcement of Franchise**

8.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

8.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

8.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the

Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 9.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

8.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 8, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law and, pursuant to Section 3.1 of this Franchise Agreement and the Village of Mt. Zion Municipal Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

## SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

| To the Village: | To the Grantee: |
| --- | --- |
| Village of Mt. Zion<br>1400 Mt. Zion Parkway<br>Mt. Zion, IL. 62549<br>ATTN: Mayor | Comcast<br>1500 McConnor Parkway<br>Schaumburg, IL.60173<br>ATTN: Director of Government Affairs |

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any

other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Macon County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Central District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

| **For the Village of Mt. Zion:** | **For Comcast of Illinois/Indiana/Ohio, LLC.:** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: John Crowley |
| Title: _____ | Title: Regional Senior Vice President |
| Date: _____ | Date: _____ |

Mt. Zion Police Department
Adam J. Skundberg, Chief of Police
410 West Main Street
P.O. Box 49
Mt. Zion, IL 62549

**JUNE 2018**
**MONTHLY HIGHLIGHTS**

- During a dispute a Mt. Zion man held his mother at gunpoint forced her to give him her cell phone. A short time later the suspect observed his mother and father leaving his mother's residence in a vehicle. The suspect followed and attempted to force them from the road by ramming their vehicle. After calling 911 the suspect's parents were advised to drive to the Decatur Police Department. The suspect continued to follow and fired at least one gunshot at their vehicle. The suspect crashed his vehicle in pursuit of his parents and was later arrested by the Decatur Police Department. Decatur Police arrested the suspect for numerous felonies including attempted murder, and attempted carjacking. MZPD Officers executed a search warrant at the suspect's residence and recovered numerous firearms. After a separate investigation MZPD Officers filed additional charges with the State's Attorney's Office including armed robbery and aggravated battery.

- A MZPD Officer conducted a traffic stop in the area of Harry Land Rd and Baltimore Ave. While speaking with the driver the Officer smelled a strong odor of cannabis. During a search of the vehicle the Officer uncovered a grocery bag containing over 66 grams of suspected cannabis, several plastic baggies, a pill bottle containing a schedule II controlled substance, a baggie containing dried "mushrooms", scales, and a small amount of cash. The driver was arrested for possession of cannabis with intend to deliver and possession of a controlled substance.

- The MZPD is investigating a residential burglary that occurred in the East Drive area. The investigation is ongoing and an arrest is anticipated. The MZPD is also investigating numerous burglaries to garages and sheds on the west side. That investigation is also ongoing.

**TRAINING**

- Officer Higgins completed 40 hours of training with National Association of School Resource Officers. At the end of summer, he will be formally assigned to be the MZPDs SRO. Officer Higgins also completed 16 hours of sexual assault training and is now certified by the Illinois Law Enforcement Training and Standards Board to investigate a report of Criminal Sexual Assault or related offense.

| | | |
|---|---|---|
| - | CRIMINAL ARRESTS | 14 |
| - | TRAFFIC CITATIONS | 20 |
| - | TRAFFIC CRASHES | 5 |
| - | ORDINANCE VIOLATIONS | 2 |

Phone: (217) 864-4012 Fax: (217) 864-4130

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

# ENGINEER'S REPORT

**Village of Mt. Zion Meeting on July 16, 2018**

Submitted by Mary E. Cave, P.E.

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## Project 6652 – Broadway Street Reconstruction

As of the date of this meeting, 50% of the easement and right-of-way acquisition has been acquired.

## Project 6845.18 – 2018 MFT Programs

A preconstruction meeting was held on June 21 for the joint project with the City of Decatur, Macon County, and other Macon County municipalities. The Contract plans to start on the overall project around August 1st. The timing for Mt. Zion work is yet to be deteremined. I will notify the Village when it is known.

## Baltimore-Harryland Bike Path

Discussions have been held with Village Staff to determine the appropriate course of action in proceeding with the project.


5 North Country Club Road | Decatur, IL 62521
P: 217.422.8544 | F: 217.422.0398 | www.chastainengineers.com