

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

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RESOLUTION  
NUMBER 15-09

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**A RESOLUTION AUTHORIZING AND RATIFYING CERTAIN TORNADO  
EMERGENCY-RELATED CONTRACTS, PERSONNEL AND INDEPENDENT  
CONTRACTOR HIRING, ACQUISITIONS OF SUPPLIES, EQUIPMENT AND OTHER  
STORM-RELATED EMERGENCY EXPENDITURES**

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TERRY HALLIDAY, Village President  
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY  
TIMOTHY BRADLEY  
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NEAL NELSON  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

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WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), is a non-home rule municipal corporation and body politic of the State of Illinois, duly created, organized and existing under the Constitution of the State of Illinois, the Illinois Municipal Code and other laws of the State of Illinois, as amended from time to time, and having the powers, objects and purposes provided thereby; and

WHEREAS, the Village suffered extensive damage as a result of an EF-3 tornado and related severe weather striking the community on June 22, 2015 (the "Storm"); and

WHEREAS, the Village President declared a state of local civil emergency for the Village, effective June 25, 2015 through 7:30 p.m. on July 13, 2015, pursuant to emergency powers granted by 65 ILCS 5/11-1-6 and Section 35-26 of the Village of Coal City Code, as amended on June 25, 2015;

WHEREAS, state law and local ordinance grant the Village President the right to exercise certain extraordinary emergency powers, including, without limitation, the authority to issue emergency executive orders and rules during the period of the declared emergency in accordance with governing law (cumulatively, the "Emergency Powers");

WHEREAS, on or about June 25, 2015, the Village President issued VILLAGE OF COAL CITY, EMERGENCY EXECUTIVE ORDER 2015-1 (the "Executive Order"), which authorized the Village Administrator to solicit, contract for and lease or acquire such services, supplies, equipment or material up to authorized per-expenditure limits as may be necessary or convenient to respond to emergency circumstances and to protect the life, health and safety of the public;

WHEREAS, the Village Administrator exercised the aforesaid delegated authority by making certain purchases of supplies and equipment, leasing certain personnel on a temporary basis, contracting with independent contractors to perform Storm-recovery related services, including but not limited to debris removal, building inspections, permit processing, and plan review, and other storm expenditures as provided more particularly herein (cumulatively, the "Storm Response Commitments") after determining that the Village's Storm Response Commitments were necessary to respond to the emergency circumstances presented by the Storm and the recovery therefrom and to protect the life, health and safety of the public;

WHEREAS, the Village has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-3-8; and

WHEREAS, the President (the "President") and Board of Trustees of the Village (collectively, the "Corporate Authorities") hereby find and determine that it is in the public interest to authorize and approve the Storm Response Commitments and to ratify the actions of the Administrator in entering into the Storm Recovery Response Commitments as set forth particularly herein.

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

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

## **SECTION 2. APPROVAL AND RATIFICATION.**

A. The Corporate Authorities hereby authorize and approve the Village's entry into a contract for services with KLF Enterprises, Inc. to provide Phase 1 disaster and debris removal services and agree to be bound by its terms and ratify, *nunc pro tunc*, all actions and requests for debris removal services made pursuant thereto by the Village Administrator up to and including the date of this Resolution, including, with specificity, any requests for services in excess of \$20,000 and, further, hereby authorize and delegate to the Village Administrator the authority to make such additional requests for emergency waste disposal services pursuant to Section 5(f) of the Waste Management Agreement in an amount not to exceed \$20,000.00 from and after the date of this Resolution through the date on which the Corporate Authorities' determine the lowest responsible bidder(s) in response to the current request for proposals for Phase 2 Disaster/Emergency Debris Removal Curbside Separated Storm Debris Removal Services ("Phase 2 Services"), as may be necessary or convenient to respond to emergency circumstances and to protect the life, health and safety of the public, where the Administrator determines that delaying such service requests for advance approval by the Village Board would be untimely or impractical or compromise the Village's ability to protect the life, health and safety of its residents; and

B. The Corporate Authorities hereby authorize, approve and ratify, *nunc pro tunc*, all actions and requests by the Village Administrator to Waste Management – Southwest, a Division of Waste Management of Illinois, Inc. for emergency waste disposal services pursuant to Section 5(f) of the *Village of Coal City Refuse, Recycling and Yard Waste Collection and Disposal Agreement* dated May 28, 2013 (the "Waste Management Agreement") and agree to be bound by its terms, including but not limited to the provision of additional operators, equipment, roll-off dumpsters and other related services and activities, up to and including the date of this Resolution, including, with specificity, any requests for services in excess of \$20,000 and, further, hereby authorize and delegate

to the Village Administrator the authority to make such additional requests for emergency waste disposal services pursuant to Section 5(f) of the Waste Management Agreement in an amount not to exceed \$20,000.00 from and after the date of this Resolution through the date on which the Corporate Authorities' determine the lowest responsible bidder(s) in response to the current request for proposals for Phase 2 Disaster/Emergency Debris Removal Curbside Separated Storm Debris Removal Services ("Phase 2 Services"), as may be necessary or convenient to respond to emergency circumstances and to protect the life, health and safety of the public, where the Administrator determines that delaying such service requests for advance approval by the Village Board would be untimely or impractical or compromise the Village's ability to protect the life, health and safety of its residents; and

C. The Corporate Authorities hereby authorize and approve the Village's entry into a contract for services with Homer Tree Service, Inc. for tree removal services and for the hauling and disposal of vegetative debris and agree to be bound by its terms and ratify, *nunc pro tunc*, all actions and requests for tree and vegetative debris removal services made pursuant thereto by the Village Administrator up to and including the date of this Resolution, including, with specificity, any requests for services in excess of \$20,000, and, further, hereby authorize and delegate to the Village Administrator the authority to make such additional requests for tree removal services in an amount not to exceed \$20,000.00 from and after the date of this Resolution through the date on which the Corporate Authorities' determine the lowest responsible bidder(s) in response to the current request for proposals for Phase 2 Disaster/Emergency Debris Removal Curbside Separated Storm Debris Removal Services ("Phase 2 Services"), as may be necessary or convenient to respond to emergency circumstances and to protect the life, health and safety of the public, where the Administrator determines that delaying such service requests for advance approval by the Village Board would be

untimely or impractical or compromise the Village's ability to protect the life, health and safety of its residents; and

D. The Corporate Authorities hereby authorize and approve the Village's entry into an intergovernmental agreement with the Village of Diamond for Phase 1 disaster and debris removal services and agree to be bound by its terms and ratify, *nunc pro tunc*, all actions and requests for debris removal services made pursuant thereto by the Village Administrator up to and including the date of this Resolution, including, with specificity, any requests for services in excess of \$20,000; and

E. The Corporate Authorities hereby authorize and approve the Village's entry into contracts for (i) emergency services with D Construction for Phase 1 debris hauling and disposal services in the first seventy (70) hours following the Storm and (ii) in response to the Village's award of the competitive, sealed Phase 1 debris hauling and disposal services bid to D Construction, and agree to be bound by their terms and ratify, *nunc pro tunc*, all actions and requests for debris removal services made pursuant thereto by the Village Administrator up to and including the date of this Resolution, including, with specificity, any requests for services in excess of \$20,000, and, further, hereby authorize and delegate to the Village Administrator to make such additional requests for Phase 1 debris hauling and disposal services in an amount not to exceed \$20,000.00 from and after the date of this Resolution through the date on which the Corporate Authorities' determine the lowest responsible bidder(s) in response to the current request for proposals for Phase 2 Disaster/Emergency Debris Removal Curbside Separated Storm Debris Removal Services ("Phase 2 Services"), as may be necessary or convenient to respond to emergency circumstances and to protect the life, health and safety of the public, where the Administrator determines that delaying such service requests for advance approval by the Village Board would be untimely or impractical or compromise the Village's ability to protect the life, health and safety of its residents; and

F. The Corporate Authorities hereby authorize and approve the Village's entry into that certain Employee Leasing Agreement with GovTempsUSA, LLC (the "GovTemps Agreement") and agree to be bound by its terms and ratify, *nunc pro tunc*, all actions of the Village Administrator in entering into and executing the GovTemps Agreement and requests for the provision and leasing of temporary personnel thereunder to perform certain storm-response professional services for the Village in the roles of (1) Interim Director of Tornado Response Operations and (2) Interim Building Assistant Building Department Director of Storm Recovery (cumulatively, the "Roles") at the compensation levels and otherwise in accordance with the terms and conditions of the GovTemps Agreement. The Corporate Authorities authorize the Administrator to exercise discretion in determining the ongoing need for such Roles and to continue to lease GovTempsUSA, LLC employees to fill the Roles until the earliest to occur of (i) the Administrator's determination that the Roles are no longer necessary or (ii) October 1, 2015; and

G. The Corporate Authorities hereby authorize and approve the Village's entry into that certain employee leasing agreement with Integrity Trade Services, Inc. (the "Integrity Agreement") and agree to be bound by its terms and ratify, *nunc pro tunc*, all actions of the Village Administrator in entering into and executing the Integrity Agreement and requests for the provision and leasing of temporary personnel thereunder to perform certain storm-response administrative and clerical support-staff services for the Village ("Clerical Support Role") at the compensation level and otherwise in accordance with the terms and conditions of the Integrity Agreement. The Corporate Authorities authorize the Administrator to exercise discretion in determining the ongoing need for the Clerical Support Role and to continue to lease Integrity Trade Services, Inc. employees to fill the Clerical Support Role until the earliest to occur of (i) the Administrator's determination that the Clerical Support Role is no longer necessary or (ii) October 1, 2015; and

H. The Corporate Authorities hereby authorize and approve the Village’s entry into a contract for building inspections, permit processing, and plan review professional services with B&F Technical Code Services, Inc. (“B&F”) and agree to be bound by its terms and ratify, *nunc pro tunc*, all actions and requests for building inspections, permit processing, and plan review professional services (cumulatively, the “Building Services”) made pursuant thereto by the Village Administrator up to and including the date of this Resolution and authorize continued requests for B&F professional services in accordance with the discretion of the Administrator to determine the amount and type of such services as may be reasonably necessary until the earliest to occur of (i) the Administrator’s determination that such services are no longer necessary or (ii) the Corporate Authorities’ determination of the lowest responsible bidder(s) in response to a forthcoming RFP for such Building Services, at which point such Building Services shall be engaged as awarded and directed by the Village Board; and

I. The Corporate Authorities hereby authorize, approve and ratify, *nunc pro tunc*, the Village Administrator’s acquisition of certain equipment herein identified, for which the purchase price exceeds the \$3,000.00 ceiling on the Administrator’s delegated purchasing and contracting authority under Section 32-105(N) of the Village Code:

<u>VENDOR</u>	<u>EQUIPMENT</u>	<u>EXPENSE</u>
Patten Industries, Inc.	Angle Broom for 430IT BHL backhoe unit	\$13,975.00
Patten Industries, Inc.	72” Grapple Bucket Industrial for 257 skid loader	\$4,595.00
Patten Industries, Inc.	Thumb Assembly for 430IT BHL backhoe unit w/ Wain-Roy Coupler w/ Lock-out kit	\$3,510.00

The Corporate Authorities further agree to be bound by the terms and conditions associated with the purchases of the aforesaid equipment, and, further, hereby authorize and delegate to the Village Administrator the authority to make such additional equipment acquisitions in an amount not to

exceed \$20,000.00 per transaction from and after the date of this Resolution through the date of the next regular meeting of the Village of Coal City Board of Trustees, where the Administrator determines that delaying such acquisitions for advance approval by the Village Board would be untimely or impractical or compromise the Village's ability to protect the life, health and safety of its residents; and

J. This Resolution shall not be construed to constitute approval of any specific invoices or to authorize or direct payment of such invoices without separate, individual approval of the Village Board; and

K. The Village President, Village Clerk and Village Administrator are further authorized and directed to execute and attest any and all other documents and to take such other or further action as may be necessary to carry out and give effect to the purpose and intent of this Resolution.

**SECTION 3. RESOLUTION OF CONFLICTS.** All resolutions or ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4. SAVING CLAUSE.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately from and after its passage and approval as provided by law.

SO RESOLVED this 13 day of July, 2015, at Coal City,  
Grundy and Will Counties, Illinois.

AYES: 6

ABSENT: 0

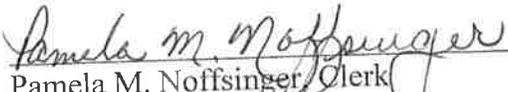
NAYS: 0

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
Terry Halliday, President

Attest:

  
Pamela M. Noffsinger, Clerk