

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JULY 13, 2016
7 P.M.**

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes June 8, 2016
4. Approval of Warrant List
5. Public Comment
6. Proclamation Commemorating the June 22, 2015 Tornado and
Dedicating the Plaque
7. Recognition of George Gray
8. Ordinance 16-14 Variance 615 E. Campbell Drive
Michael & Alecia Foote
9. Ordinance 16-15 Lease Agreement
55 W. Maple Street

10. Authorization for Mayor to Enter into a Purchase Agreement for Lions Park Replacement
11. Authorization for Mayor to Enter into an Agreement Removing All Previous Agreements Allowing for Final Payment of \$16,800 to D Construction and Release From Any Further Warranty
12. Authorization for Mayor to Enter Into a Financial Agreement with Centru Bank for Police Department Budgetary Items:
 - Squad Cars
 - Mandatory Cameras
13. Authorization to Complete Sanitary Lagoon Rehab by Chamlin Engineering
14. Adoption of Amendments to the Personnel Manual Possession of Personal Items Within the Work Place
15. Report of Mayor
16. Report of Trustees:
 - T. Bradley
 - J. Wren
 - D. Togliatti
 - D. Greggain
 - R. Bradley
 - N. Nelson
17. Report of Village Clerk
18. Report of Village Attorney
19. Report of Village Engineer
20. Report of Chief of Police
21. Report of Village Administrator
22. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2016

RE: PLAQUE DEDICATION PROCLAMATION

The meeting intended to commemorate the passing of one year's time since Coal City and the surrounding community experienced the EF-3 Tornado of June 22, 2015 was cancelled due to the Board's consideration of a hazardous weather outlook three weeks ago. The commemoration is no longer timely, but the intent of dedicating the plaque has been captured within Mayor Halliday's Proclamation and the sentiment is captured on the face of the plaque that can be seen within Campbell Memorial Park.

For the record, each of the speeches that had been prepared for that evening are attached. Mayor Vehrs' comments focused upon what transpired and the scope of the storm expanding beyond Coal City's borders. Mayor Halliday prepared comments focused upon his admiration of the community fighting together for one common goal and challenged our elected officials to join in the recovery effort that has been the focus of so many people and participating organizations locally. The Long Term Recovery Committee's (LTRC) Chairman Ken Miller discussed the total amount of aid that went directly to those affected by the storm - \$794,287. Finally, Pastor Brad Shumaker, also of the LTRC, prepared a statement reflecting on the power of the Coal City and the power of a single moment.

**PROCLAMATION
DEDICATING A PORTION OF CAMPBELL MEMORIAL PARK IN
RECOGNITION OF
THE COMMUNITY'S RESPONSE TO THE 6-22 TORNADO**

WHEREAS, on June 22, 2015, the Village of Coal City and the surrounding community experienced an EF-3 Tornado with a 16.5 mile long path and a breadth of $\frac{3}{4}$ of a mile that delivered winds exceeding 160 miles per hour, multiple rain storms and lightning strikes along with a path of devastation affecting over 800 households; and

WHEREAS, this family-based community exuded resilience, gratitude, and pride continually throughout the initial 12-month recovery effort; and

WHEREAS, the recovery of the community was assisted by numerous agencies, volunteers, and Coalers who stepped up to help their neighbors and their village; and

WHEREAS, the Long Term Recovery Committee (LTRC) banded together with other regional and non-profit agencies to bring direct aid to the village's residents including educational programming, counseling, and monetary assistance totaling nearly \$800,000; and

WHEREAS, the immediate and mid-term recovery could not have occurred without the competent, tireless response from the community's first responders along with the mutual cooperation and collaboration of multiple departments across the entire State of Illinois; and

WHEREAS, in the wake of the tornado's path, 50,000 trees within the urban canopy fell, many of which were located within public parks and places including the parkway along South Broadway, the main thoroughfare of Coal City, and a tree upon which a plaque rests; and

WHEREAS, the tornado that produced havoc within our community, proved to each member of our community, Coal City residents are stronger than any natural disaster.

THEREFORE, I, Terry Halliday, President of the Village of Coal City, in the great state of Illinois, in recognition of what has transpired over the last year in this community and its response to natural disaster,

DO PROCLAIM a portion of Campbell Memorial Park dedicated to the recognition of the common experience of this community as it was challenged and rose to meet such challenges resulting from the 6-22 Tornado.

Mayor Terry Halliday

Welcome message – Braidwood Mayor Jim Vehrs

Thank you everyone for coming out to our commemoration ceremony this evening. The event which we look back on is unique. The amount of progress in one year's time belittles the total size of the disaster that rolled into our region at approximately 10:00 pm on Monday, June 22nd, 2015. The tornado was ¾ of a mile wide, touched down in an unincorporated area of Grundy County just outside of Carbon Hill and Coal City, rolled through the neighborhoods of Coal City crossing the path of the November, 2013 tornado just 19 months prior, crossed I-55, traveled through Braidwood before it lifted and curled to the northeast and split to sections of unincorporated Will County. Over 1,000 homes were affected, some households have recovered, but many are still dealing with the direct after effects of this disaster.

The first responders did their job. No one died during this disaster. They did their job so well, there were no injuries sustained during their response to this disaster. Hours worked by first responding and emergency staff topped thousands of man hours, but they were careful not to add any additional emergencies on top of the needs of the community to which they responded. The men and women along with us this evening are just a small part of those who responded that night. For those who have not been through this type of event, it should be known they operated in an environment in which the streets and property were flooded, there was no electricity, and wreckage and parts of buildings and many, many, many trees were everywhere. With downed electricity lines and all of the streets within the affected area impassable, first responders saw residents who did not know what to do or where to go.

It is difficult to celebrate an occurrence that caused so much devastation, which is why we have chosen to commemorate the event. This tornado packed a punch with winds that exceeded 160 miles per hour. Had the tornado been a hurricane on the nation's coast, that amount of force would be rated a Category 5 hurricane according to the National Hurricane Center.

The Fire Department led the immediate response. The magnitude of this response was quickly evident to the E-911 Dispatch Center as calls poured through the emergency

response center. The County and local emergency management staffs began communication and support efforts immediately. Police personnel secured a perimeter and worked with the public works department and our local utility suppliers to open up the roads covered in debris. Our local churches started up a recovery effort and established the means of helping residents communicating in partnership with the Grundy County VOAD and all of the area and national non-profits offering their assistance. Help for Hope opened to provide support to all, but primarily those on the southern portion of Coal City. They later hosted an event where members of the Coal City School District handed out school supplies and other resources as the school year approached.

The environment around us this evening hides the damage and destruction of that night, making it difficult to see the full scope of the progress that has been made. We commemorate what happened a year ago because it was life-changing. We are all aware that this event has changed us so we shall not be quite the same again. We have increased in strength and learned perseverance and endurance.

Mayoral Address – Terry Halliday, Coal City Mayor

Day 366: It has been 366 days since the tornado of June 22, 2015 ravaged our community. 366 days. We would start each staff command meeting for our primary emergency teams stating how many days it had been since the recovery began to benchmark our progress. We began with twice daily meetings. As time passed, we were able to reduce meetings to once each day and then finally communication only as needed. A year has passed, but there is still more to the journey for this community.

Resilience... Gratitude... A Family Community... Pride – these are words that come to mind when we reflect on how this community responded. And while the tornado was an unusual occurrence, the reaction from this community was not. We are a community that has always pulled together and supported each other when needed. But while we have been there for each other, the recovery effort is a marathon and not a sprint. Those of us who have carried the weight of recovery need to be refreshed by the next part of the relay team – the Village needs outside support because we have been sprinting through this marathon. While we are so proud of the competency our community illustrated in response to this natural disaster, that competency masked the need for contributions from others. Our comprehensive recovery effort has garnered a bill of \$6.3 million; this should not be shouldered by Coal City taxpayers alone. The freak of nature that injured our responsible community is one that requires the muscle of additional federal and state level resources.

State staff was helpful, but the State's limited resources hindered their ability to reach into a deeper pocket of resources. We must do better. This was a regional disaster that went beyond the fiscal capabilities of one group. Although the federal funding formula has denied the reimbursement for the outlay that already exists, we still rely and call upon our elected officials at the state and federal level to seek opportunities to help mitigate the financial burden of \$6.3 million the natural disaster has accumulated.

How is it the FEMA funding formula could exclude a community that displaced over 100 households within the storm's path? The formula does not account for a disaster that impacted nearly 900 homes in a community with less than 6,000 people? How is it that

a disaster generating a recovery bill of \$6.3 million (100% the total community's annual operational budget) has a formula that disqualifies us from receiving assistance? We are a self-reliant community. Before this storm even hit, we took the initiative to pass a bond improving the storm water system. This step mitigated a greater disaster from occurring. The project increased the volume of emergency storm water carried away even as rain continued to bombard the region for several days. We are not asking for our hands to be held, but for the burden to be shared.

This frustration with the federal and state level of support should not distract us from celebrating the positives, though. We were lucky to benefit from many first responders.

First responders are not just fire fighters, police, etc., but the people who stepped out of their homes, or what was left of their homes, to check on their neighbors. And those who are first responders by vocation, checked on their families and neighbors, and then reported for duty; a duty that lasted days and days despite whatever mess was waiting for them at home. These first responders rose to the challenge, prioritizing others' needs before their own.

Deputy Chief Jim Seerup was one of the first homes within Coal City to feel the brunt of the storm. Jim and his wife Kris took shelter like so many within the High School subdivision. After the storm passed, Jim called dispatch to report his neighborhood had been badly damaged by the storm and multiple structures had been toppled. With his response vehicle trapped in his garage and prior to finding his way into Station 1, Deputy Chief Seerup served the Coal City Fire Department and our residents by surveying the damage for the department within his immediate neighborhood, and ensuring the safety of those he knew well.

Further southeast in the storm's path was the home of one of the full-time employees of the Village's Public Works staff. Jodi Ritz shares a story with a majority of those who experienced tornado damage -- while his house was not destroyed, it had sustained damage that would result in him and his wife toiling with their home insurance policy for the next 10 months. Although his home was in need of repair, the call to clear the forest of trees blocking streets and alleys and risking public health and safety drew his

immediate attention. With the entire town being without electricity and trapped beneath debris and vegetation, Jody reported for duty.

And then there was the story of Jason Clark. Known by many throughout the community from his daily role of providing police protection within Coal City's schools, Jason's immediate response required a hasty exit from his residence made difficult due to a tree falling across his house. After seeing to the welfare of his pet dog, he walked up to the Police Station where he immediately began receiving calls and responding. Jason, like others within his neighborhood, leased his home, was displaced and will not return to his previous residence. Displaced by the total repairs that needed to take place, Officer Clark found a new home. Over 120 families have been scurrying to find the limited housing that remains while so much of the community is being rebuilt.

The homes of the school superintendent, the village administrator, members of public works, the police force, the fire department, village trustees, school administrators, teachers and support staff, leaders in our local churches – every component of our community involved in the recovery process was impacted personally in some manner and still continued to be there for others.

The outpouring of support from other communities was breathtaking. One hundred and fifty dump trucks from area communities lined Coal City Road, waiting to help haul away debris. Police from neighboring communities and from communities as far away as Crown Point and St. Charles were there to protect people and property and maintain order in the midst of the storm's chaos. Then there were managers and building inspectors from other communities who stepped-in to contribute their expertise, providing structural engineering recommendations and providing additional administrative capacity. Organizations such as ILEAS and IPWMAN were there as well. Volunteers included local churches, sports teams, schools, organizations such as Americorp and Team Rubicon, and people who just wanted to make a difference. The list goes on and on.

There were blessings within this catastrophe. Because Diamond and Coal City had to come together just 19 months earlier from the first tornado, we were able to learn from

the previous disaster for when an even larger tornado hit. No one was killed and 7 individuals received minor injuries – I attribute this to how serious our citizens took the weather after seeing what it could do; after living amongst the sea of blue tarps over the houses in Diamond 19 months ago.

Natural disasters are nature's way of harshly allowing room for the new to grow. From the devastation is a chance for regrowth – stronger and better than before. Baseball dugouts have fresh new roofs. Houses have been remodeled, updated and made safer than before. The LTRC and its partner agencies worked tirelessly to help those in need. Insurance companies have told staff they cannot believe how everyone here has chosen to rebuild.

I was asked by a reporter immediately after the tornado, "Why would you live in Coal City after 2 tornadoes in 19 months?" Why? Because we are a family. A Family Community with Resilience, Gratitude, and Pride. Coal City truly is a great place to call home and I am honored to have been its Mayor and walked the path of this past year along with so many residents, and to see the progress during our first 12 months of recovery. Now is the time we retake our future.

Report of the LTRC to the Coal City Board – Ken Miller, LTRC Chair

Mayor Halliday and the Board of Trustees,

The Long Term Recovery Committee, which became known as the LTRC, was provided a lot of autonomy by the Village Board to identify and provide long term solutions to residents affected by the June 22nd Tornado. This group, whose core was the existing effort of the Grundy County COAD, was responsible for the quick action of a MARC, the Multi Agency Relief Center, that quickly provided a conduit to the larger national and international non-profit agencies who specialized in responding to disasters of the magnitude that affected our community.

The LTRC, which began on July 7th of 2015, convened its last meeting on Monday, June 20th, 2016. This group divided its labor into eight subcommittees - Finance, In-Kind/Donations, Case Management, Community Assessment, Call Center, Crisis Counseling/Spiritual Care, Construction Coordination, and Volunteer Coordination. The LTRC regularly met to develop new methods by which LTRC could facilitate assistance to those affected by the June 22nd Tornado. Many partner groups and agencies assisted the LTRC, participated in recovery programs, or were part of the disaster relief by partnering with the relevant subcommittee. I would like to name a few of those partners: - Catholic Charities, Help for Hope, Kendall/Grundy Action, Realtors Association, Red Cross, Salvation Army, Tzu Chi, United Way, We Care, and World Renew. All agencies were helpful allies- putting on programs, being case managers, learning the needs that existed throughout the community, and bringing even greater resources to strengthen out relatives and neighbors.

But, I want to be clear and discuss the money that was contributed and provided to residents affected by the storm across Coal City, Braidwood, and unincorporated areas. The Community Foundation of Grundy County collected emergency relief funds on behalf of the community. The Foundation looked to the elected officials for guidance on the distribution of these funds. They, in turn, relied upon the LTRC to determine the best means of identifying needs and distributing funds. Since the sudden devastation

made its way through our communities, the LTRC and its partner agencies have collected and distributed \$794,287 to households affected by the storm. \$209,000 of this total were distributed at or near the MARC held 5 days after the tornado event. Another \$208,000 were distributed prior to the six-month recovery point through a flat \$400 payment to registrants. The remainder was utilized for either specific programs or by the LTRC for Short Grant requests this past May.

Of the total aid distributed, approximately \$320,000, or 40% of the total, came into the Community Foundation from donors. The remaining resources flowed from partnerships forged and the collaboration of the LTRC with governmental agencies and local non-profit agencies. As I stated earlier, the LTRC did much more than funding unmet needs. There have been public information meetings and even a holiday opportunity that hosted "Santa Sam" giving gifts to our kids. The Volunteer Coordination was initially led by the Methodist Church and is sustained throughout the rest of this year from the endless effort at the New Hope Presbyterian Church. Volunteer Coordination has contributed thousands of volunteer hours to clean yards of debris, removed hazardous limbs from public spaces, and even removed the stumps left over from the removal of countless trees across the community.

The LTRC rests in the satisfaction nearly \$800,000 has been distributed throughout the community with 100% going directly to help those in need. None of these resources paid for the administration learnt to properly keep track, communicate, and cut the checks that went to so many in need. The volunteer coordination subcommittee will complete a few remaining work orders and the finance subcommittee will send the remaining proceeds to those who submitted a Short Grant request. At this time, the committee has unanimously decided upon its dissolution.

Thank you for your trust and allowing this opportunity, Mayor Halliday and Trustees

Departure Reflection – Rev. Brad Shumaker, LTRC Counseling Committee

On Monday, June 22, 2015, as I was standing in the emergency room with one of my parishioners in Champaign, I received a message from a friend that a tornado had come through Coal City, Illinois. My last Sunday as pastor in Champaign was the day before; we were to move to Coal City in just three days.

Though I was Facebook friends with several from Coal City, I only had two phone numbers. I called the first; it was Ken Miller, our lay leader. He answered the phone with a gentle calmness in his voice. He had just returned from the crawl space in their home and everything was fine.

The other number I had was our church secretary. ... I called her and the report was not as good as she stood in her bedroom and was looking up at her roof missing. By 10:30 p.m., reports were trickling in that this was serious, perhaps even more so than the tornado 19 months earlier.

As my wife and I talked that night, with our own move pending and plenty of packing waiting for us, we decided that Coal City was where I needed to be that next morning, that perhaps I could help in some way. But as I walked into the Coal City United Methodist Church, what I discovered less than 12 hours after a tornado was that I needed to make sure that I would not be in the way of what was already happening.

The church had already become a place of refuge for those without homes, a distribution center of resources for those without, a sanctuary for those who needed peace, and a volunteer center for those finding some way to help in the midst of natural disaster.

What I saw was people standing up in unity.

Every generation can speak of a defining historical moment in their time. Pearl Harbor, the JFK assassination, the Challenger Space Shuttle, 9/11. We can speak of where we were when we heard the news, and the feeling that came about as we watched. The same can be said for June 22, 2015. Maybe it didn't impact a global generation, but it certainly left its mark on the lives of those who sat in fear, on those who lost their homes, on those who lost some of their treasures, and for many who lost a little bit of themselves that day. So for good or for ill, we will remember where we were when Coal City saw its second tornado in 19 months.

It is human nature to commemorate these days as the memories are forever etched in our minds. Some try to forget, but most will never forget. Some wonder why we would focus our thoughts on a day of disaster and loss, why even have a gathering or a

plaque. But what we choose to remember today is what will leave the legacy. You see, our challenge today is to not to relive a day when we were hunkered down, but to enshrine the day when Coal City stood up.

Today is not a day to commemorate fear, it's a day to commemorate when Coal City stood up to fear. Today is not a day to remember loss, it's a day to remember when Coal City stood up to rebuild. Today is not a day to mark chaos, it's a day to mark when Coal City stood up with a plan to work with one another. Today is not a day to remind us of when we were not together, it is a day to remind of us of when Coal City stood up together in unity. Today is not a day to dig into the past, but it is a day to stand up and march forward together into the future.

Our motto has been CCStrong. Well, I just wanted to stop by today to say: We are CCStronger than ever because we stood up. While our culture gets more superficial and more divided with time, we are invited to be even more connected to something so profound that has withstood the course of history.

We tap into a love and compassion that reminds us of who we were and where we were, and then we live that same message. To be a part of a legacy is to join with others in order to be part of something bigger than ourselves.

That's what makes us stronger through these days – is that we don't stay back, but we stand up and go forth and live in community.

Memo

To: Village President and Trustees

From: George Gray for Village Administrator Fritz

cc: File

Date: July 7, 2016

Re: Variance Request for 615 E. Campbell: Michael & Alicia Foote, petitioners

On July 5, 2016, following proper public notification, the Planning and Zoning Board conducted a public hearing for variances to allow placement of a shed in a corner side yard and allow placement of a six foot privacy fence in a corner side yard. There were no remonstrators present at the public hearing.

In his initial meeting with the Planning and Zoning Board, the petitioner had indicated the location of the shed would encroach upon a ten foot drainage and utility easement on the rear lot line. However, at the public hearing, the petitioner indicated the shed would be moved off of the easement and be placed a minimum of ten feet from the rear property line. The shed will be located a minimum of ten feet from the rear property line and a minimum of eighteen feet from the Thomas Street property line. The fence will be located a minimum of ten feet from the Thomas Street property line (see attached diagram). In addition, the petitioner understands there will be no curb cut onto Thomas Street.

The Planning and Zoning Board established the following Findings of Fact:

1. Special Circumstances Not Found Elsewhere: The property is a corner lot and has a great deal of the open recreational area of the property contained within the corner side yard, unlike a majority of the residential lots within the area.
2. Unnecessary Hardship: Being unable to utilize such a large portion of the residential lot for recreational space would cause an unnecessary hardship since

the erection of a fence according to the petition would not interfere with vehicular traffic at the adjacent intersection.

3. Preserves Rights Conferred by the District: The shed shall be built and sized within the maximum allowable square footage and the exterior shall match the residential area.
4. Necessary for Use of the Property: Being adjacent to Thomas Street, the use of a fence within the corner side yard shall allow safe enjoyment of the corner side yard area without constant supervision of minors.
5. Consistency with the Local Area and Comprehensive Plan: Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential, and vision safety within the adjacent intersection shall be maintained.
6. Minimum Variance Required: The petitioner has requested a variance consistent with other corner side yards considered previously within the residential subdivision, leaving ten feet from the side yard boundary.

After due deliberation, the Planning and Zoning Board voted to forward a favorable recommendation for both the shed location and the fence location to the Village Board.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Michael & Alecia Foote

Address: 1015 E. Campbell Dr Phone number: 815-1034-0677

Owner represented by: Self Attorney N/A

Contract purchaser N/A Other agent N/A

Agents name N/A Phone number: N/A

Address: N/A

Existing zoning: RS2 Use of surrounding properties: North RS2 South RS2

East RS2 West RS2

What zoning change or variance: (specify) We would like to place a

shed in our backyard 18 FT. from the sidewalk.

Also a 6 FT. fence 10 FT. from the sidewalk.

(12 x 16 shed)

To allow what use Use of a storage shed and

privacy fence.

Tax number of subject property: 09-02-380-009

Common address of property: 1015 E. Campbell Dr.

Parcel dimensions: 90 FT X 120 FT. Lot area (sq. ft.) 10,800 S.F.

Street frontage 90 FT

Legal description Richards Crossing Sub Phase 1 LT

106 SE C 2-32-8

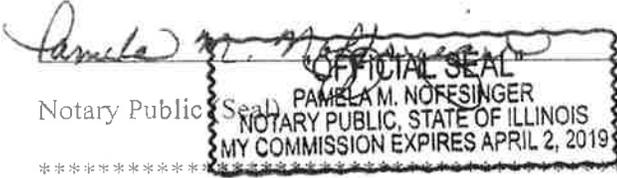
In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

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

Alecia Foote, being first duly sworn, on oath deposes and says,
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 2 day of June, 2016.



Signature of Owner Alecia Foote

You may attach additional pages, if needed, to support the documentation of application.
Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-270</u>	Location of hearing	
Filing date	<u>6-2-16</u>	Village Hall	
Hearing date	<u>7-5-16</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

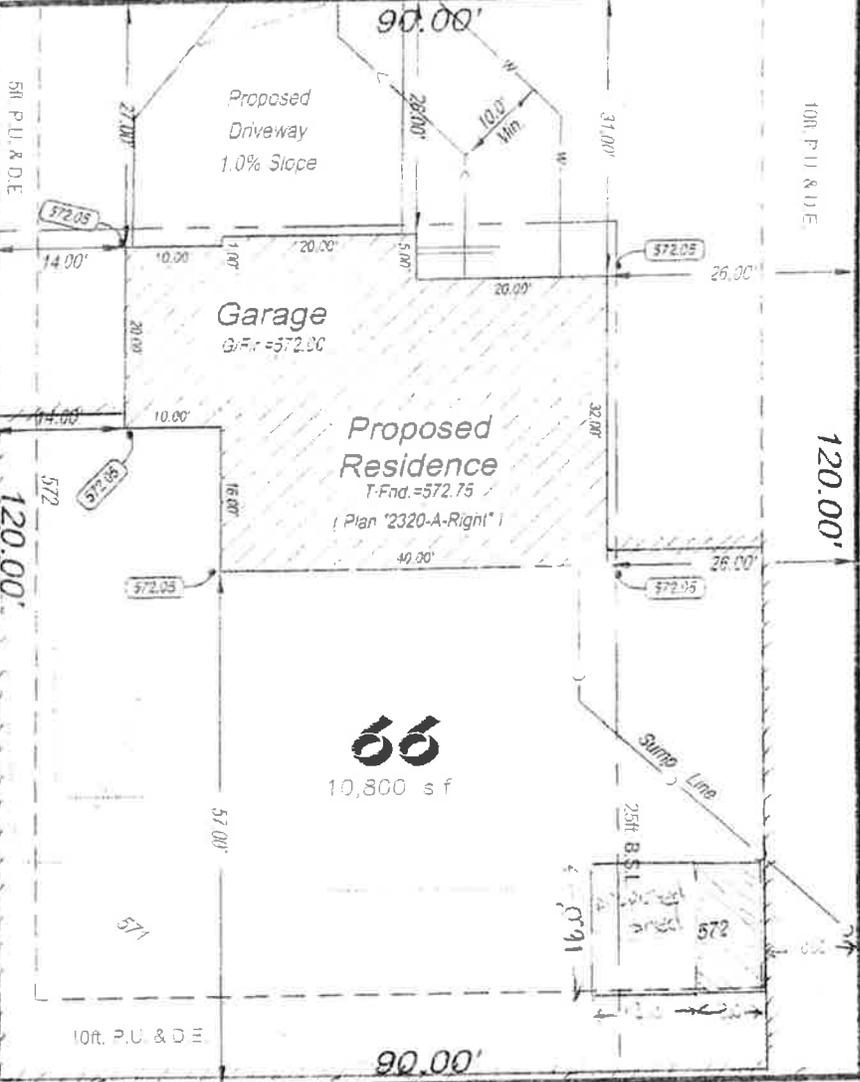
DRIVE

THOMAS



S

Proposed 4ft. Concrete Sidewalk S 89°35'59" W



66
10,800 sf

90.00'
S 89°35'59" W

S 00°24'01" E
Proposed 4ft. Concrete Sidewalk

N 00°24'01" W

/////////
 proposed to
 provide more
 space
 10' x 10'
 10' x 10'
 10' x 10'

revised 6/22/16

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Alecia Foote, being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 220, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois
2. That with respect to said Zoning Case, and pursuant to requirement, I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals, and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification
Danna Echevarria 1010 E. Batista
Eric Conley 1005 E. Campbell
James and Linda Sheldon 1000 E. Batista
6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Alecia Foote
Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me,
this _____ day of _____, 20_____.

Notary Public

Michael & Alecia Foote
615 E Campbell Dr
Coal City, IL 60416

Variance request to build 6' privacy fence and shed in rear side yard.

Fence to be set back 10' from property line and shed to be set back 18' from property line.

Review of approval criteria for variances:

- 1.) Sheds are typically placed in a rear corner of the yard. In this case, the southwest corner is significantly sloped to allow proper drainage of the lot and is therefore not a practical location for a shed.
- 2.) The applicant is requesting a variance to allow building of a fence and shed in a practical location in the rear side yard.
- 3.) Not applicable for this variance request.
- 4.) Multiple properties within Richard's Crossing currently have a privacy fence in the rear side yard 10' from the property line and one other property has a shed 10' from the property line. The current variance request is bounded by the existing structures within the subdivision.
- 5.) As discussed above, use of the rear side yard for fence and shed construction has previously been approved for other owners of property in the immediate area.
- 6.) As discussed above, the requested variance is consistent with other properties with the local area. A 6' privacy fence 10' from the property line allows a complete fencing of the rear yard for privacy and security reasons without impacting sight lines from street corners. A shed (of approved size and built of quality materials) placed in the rear side yard will ensure adequate storage on the property to allow for a clean yard and indoor storage of vehicles, yard equipment, etc.
- 7.) A 10' set back from the property line for a fence allows for reasonable use of the property inside of the fence while still allowing clear sight lines from street corners. An 18' set back from the property line for a shed keeps the shed towards the corner of the lot in a reasonable location without impacting sight lines from the street.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A FENCE AND SHED WITHIN THE CORNER SIDE YARD OF 615
CAMPBELL IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

DAVID TOGLIATTI
JUSTIN WREN
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
NEAL NELSON
Village Trustees

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE AND SHED WITHIN THE CORNER SIDE YARD OF 615 CAMPBELL IN THE VILLAGE OF COAL CITY

WHEREAS, an application for variance from Sections 156.161 and 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Michael and Alecia Foote (“applicant”) on June 2, 2016 for the placement of a 6 feet high fence along with a shed; and

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

WHEREAS, Section 156.161 states, “Accessory uses may be located in...required yards...”; and

WHEREAS, a public hearing was noticed and duly held on July 5, 2016; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on July 5, 2016, and considered passage of the variance request to the Board of Trustees; and

WHEREAS, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

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

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

Section 2. Findings of Fact. The Board of Trustees find as follows:

- A. **Special Circumstances Not Found Elsewhere.** The property is a corner lot and has a great deal of the open recreational area of the property contained within the corner side yard unlike a majority of the residential lots within the area.
- B. **Unnecessary Hardship.** Being unable to utilize such a large portion of the residential lot for recreational space would cause an unnecessary hardship since the erection of a fence according to the petition would not interfere with vehicular traffic at the adjacent intersection.
- C. **Preserves Rights Conferred by the District.** The shed shall be built and sized within the maximum allowable square footage and the exterior shall match the residential area.

- D. **Necessary for Use of the Property.** Being adjacent to Thomas Street, the use of a fence within the corner side yard shall allow safe enjoyment of the corner side yard area without constant supervision of minors.
- E. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential and vision safety within the adjacent intersection shall be maintained.
- F. **Minimum Variance Recommended.** The petitioner has requested a variance consistent with other corner side yards considered previously within the residential subdivision, leaving 10 feet from the side yard boundary.

Section 3. Description of the Property. The property is located 615 E. Campbell Drive in the Village of Coal City within an RS-2 District.

Section 4. Public Hearing. A public hearing was advertised on June 8, 2016 in the Coal City Courant and held by the Planning and Zoning Board on July 5, 2016, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variances. The variations requested in the June 2, 2016 Variance Application to the Zoning Code are granted as follows:

- A. A variance in conjunction with Section 156.171(a)(2) is hereby granted to allow the 6-ft. high fence as described by the applicant, to be installed within the corner side yard.
- B. A variance in conjunction with Section 156.161 is hereby granted to allow the placement of a shed as described by the applicant, to be installed within the corner side yard

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

- A. The fence shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.
- B. Shed shall be placed a minimum of ten feet from the rear property line, and shall not encroach upon the public utility easement.
- C. Fence located in the corner side yard shall be a minimum of ten feet from the corner side yard property line.
- D. Shed shall be a minimum of eighteen feet from the corner side yard property line.
- E. Access from Thomas Street shall not be permitted.

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

Section 8. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A
FENCE AND SHED WITHIN THE CORNER SIDE YARD OF
615 CAMPBELL IN THE VILLAGE OF COAL CITY

Section 9. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2016, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2016

RE: LEASE AGREEMENT – 55 W. MAPLE

The Building Department has been utilizing a free trailer since July of 2015 from the Orphan Grain Train, a group affiliated with Team Rubicon. Operations from the Building Department continue to be enhanced and additional staff is expected until the end of this construction season. The trailer that was provided from the Orphan Grain Train organization is to be returned after one year's time.

Jeff Halliday, who has been trying to sell his property at 55 W. Maple, has offered a temporary solution for the Village. For one year's time, the village may lease the building, i.e. the storage area and the office area (everywhere except the outside storage sheds) for \$1,075 per month plus utilities. Mark Heinle created a lease agreement to capture the terms of lease and enable the Village to begin utilizing this space after the Board's consideration of the matter beginning on July 15th.

Aside from allowing the Building Department Annex operations to move across the street, the pull-through building storage area will allow Public Works to keep its mowing equipment much closer to the central area in which it is used; this will allow the department to operate without being as dependent upon the trailers as it must be without this storage space. The additional building revenues shall be utilized to pay 75% of the lease with the Parks Fund being responsible for the remainder.

Recommendation:

Authorize Mayor Halliday to enter into a lease for the utilization of 55 W. Maple for Village operations.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE VILLAGE TO LEASE
CERTAIN PROPERTY COMMONLY KNOWN AS
55 W. MAPLE STREET, COAL CITY, ILLINOIS**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal
City on _____, 2016

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE TO LEASE
CERTAIN PROPERTY COMMONLY KNOWN AS
55 W. MAPLE STREET, COAL CITY, ILLINOIS**

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

WHEREAS, the Village is authorized by Sections 11-61-3 and 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-61-3 and 65 ILCS 5/11-76.1-1, to lease real property for public purposes for public purposes for up to twenty (20) years; and

WHEREAS, the Village President and Trustees (the “Corporate Authorities”) hereby find and determine that a need exists to lease the building located at 55 W. Maple Street, Coal City, Illinois (the “Property”) as the same is described in the lease in order to accommodate the Village’s Building Department offices and for the storage of certain personal property, equipment and supplies, and that leasing such property serves a proper corporate and public purpose; and

WHEREAS, the owners of the Property are desirous of entering into a lease agreement with the Village providing for the Village’s use and occupancy of the Property; and

WHEREAS, the Corporate Authorities have found and determined that the Lease, substantially in the form affixed hereto as Exhibit A, is in the best interests of the Village, and the Corporate Authorities hereby conclude that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to enter into the Lease;

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

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

SECTION 2. Enactment.

A. Approval and Authorization.

1. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver the Lease Agreement in the form attached hereto as Exhibit A (the "Lease") and any related documents necessary to the consummation of the transactions contemplated by the Lease.
2. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal to the Lease and to attest the executed Lease following the Village President's signature.
3. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Manager, Village Attorney and Village Treasurer to execute and deliver such documents, and undertake such additional tasks as may be necessary or convenient to carry out the intent of this Ordinance and consummate the Lease.

SECTION 3. REPEALER. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVENESS. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SO ORDAINED this _____ day of _____, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Village Clerk

EXHIBIT A

Lease Agreement

Appended on following pages

4850-6297-0420, v. 1

LEASE AGREEMENT

LEASE AGREEMENT (the "Lease") entered into as of this 14th day of July, 2016 (the "Effective Date"), by and between **JEFFREY S. HALLIDAY** and **DONNA M. HALLIDAY**, husband and wife (hereinafter collectively referred to as the "Landlord"), and **the VILLAGE OF COAL CITY**, an Illinois municipal corporation (hereinafter referred to as the "Tenant"), who hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.0 Grant. Landlord, for and in consideration of the rents herein reserved and the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, that certain building located on the real property commonly known as 55 W. Maple Street, Coal City, Illinois 60416, exclusive of the storage units located on the south side of said building (the "Leased Premises"), which real estate is legally described on **Exhibit A**, attached hereto, and made a part hereof.

1.1 Term. The term of this Lease shall commence on July 15, 2016 (hereinafter sometimes referred to as "Commencement Date"), through July 14, 2017 (the "Term"). The parties may, by mutual written agreement, renew this Lease thereafter for successive one year renewal terms ("Renewal Term").

II. POSSESSION

2.0 Possession. Landlord shall deliver possession of the Leased Premises to Tenant on or before the Commencement Date in the condition as of the execution and delivery hereof, reasonable wear and tear excepted.

III. PURPOSE

3.0 Purpose. The Leased Premises shall be used and occupied for the purposes of Tenant's professional offices and for equipment and supply storage.

3.1 Uses Prohibited. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, special use permit, requirement or regulation applicable thereto; or in any manner which would violate any certificate of occupancy affecting the same; or which would cause structural injury to the improvements; or cause the value or usefulness of the Leased Premises, or any part thereof, to diminish; or which would constitute a public or private nuisance or waste.

3.2 Condition of Leased Premises. Landlord makes no representations or warranties, whether express or implied, about the condition of the Leased Premises or the presence of hazardous substances in, on, or under the Leased Premises.

IV. **RENT**

4.0 Rent. Beginning as of the Commencement Date, Tenant shall pay to and upon the order of Landlord, without demand, until otherwise notified in writing by Landlord, as rent for the Leased Premises, at such place or places as Landlord may designate in writing from time to time, and in default of such designation then at 150 W. First Street, Coal City, IL 60416, rental in the amount of ONE THOUSAND SEVENTY FIVE AND NO/100 DOLLARS (\$1,075.00) per month, with said rent to be due and payable on or before the fifteenth (15th) calendar day of each month.

4.1 Net Lease. It is the purpose and intent of Landlord and Tenant that the above-stated rent shall be absolutely net to the Landlord so that this Lease shall yield, net to the Landlord, the net monthly rental specified in Paragraph 4.0 and that all costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Leased Premises, which may arise or become due during or out of the term of this Lease, shall be paid or discharged by Tenant as additional rent and Tenant hereby agrees to indemnify and save Landlord harmless from and against any and all such costs, fees, interest, charges, expenses, reimbursements and obligations and any interest thereon.

4.2 Real Estate Taxes. Landlord agrees to be responsible for all real estate taxes due on the Leased Premises.

V. **INSURANCE**

5.0 Kinds and Amounts. Tenant shall procure and maintain, at its own cost and expense, a policy of commercial general liability self-insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Leased Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Leased Premises. At the commencement of the Lease Term, such insurance shall provide coverage for and shall be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Tenant's coverage shall be primary insurance as respects the Landlord. Any insurance or self-insurance maintained by the Landlord shall be excess of the Lessee's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Tenant shall be responsible, at its own expense, to provide leasehold improvements and contents insurance.

VI.
MAINTENANCE AND REPAIRS

6.0 Maintenance. Tenant shall keep and maintain the Leased Premises in a safe, secure, clean and sanitary condition, in full compliance with all regulations in force. Tenant further agrees to repair, or cause to be repaired, any and all damages to the Leased Premises caused by any act or omission of the Tenant, its agents, employees, licensees, invitees or contractors.

6.1 Alterations. Tenant shall not make any alterations or additions to the Leased Premise without the prior written consent of Landlord.

VII.
ASSIGNMENT AND SUBLETTING

7.0 Consent Required. Tenant may not, without Landlord's prior written consent, (a) assign, convey, or mortgage this Lease or any interest under it; (b) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder and Tenant shall continue to be liable as principal, and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made.

VIII.
LIENS AND ENCUMBRANCES

8.0 Encumbering Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against this leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

8.1 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work or any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, and subject to the posting of a bond in an amount acceptable to Landlord, the validity of any such lien or claimed lien; provided, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any

judgment rendered with all proper costs and charges and shall have the lien released and any judgment satisfied.

IX.
UTILITIES

9.0 **Utilities.** Tenant shall pay for all water, gas, electricity and other utilities used by Tenant during the Lease term. The parties understand and agree that said utilities shall remain in the name of Landlord. Landlord shall either remit invoices for said utilities to Tenant promptly upon receipt of same, but in no event less than fifteen (15) days prior to the date on which payment is due, or, at Landlord's election, Landlord shall pay for said utilities when due and present the invoices to Tenant for reimbursement, which shall be remitted by Tenant to Landlord within fifteen (15) days of presentment.

X.
INDEMNITY AND WAIVER

10.0 **Indemnification.** Tenant shall indemnify and hold harmless the Landlord and its insurers from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's and paralegals' fees and court costs, arising from or in any way connected with (i) the conduct or management of the Leased Premises or of any business or activity therein, or any work or thing whatsoever done, or any personal property or condition created in or about the Leased Premises during the term of this Lease; (ii) any wrongful or negligent act or omission, of Tenant, its officers, agents, employees, guests, invitees or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Leased Premises, except to the extent it is caused by the negligence of a third-party or party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Tenant shall similarly protect, indemnify, and hold and save harmless Landlord against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable attorney's and paralegals' fees and court costs, incurred by reason of Tenant's breach of any of its obligations under, or Tenant's default of, any provision of this Lease.

XI.
QUIET ENJOYMENT

11.0 **Quiet Enjoyment.** So long as no event of default shall have occurred and be continuing under this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

XII.
FIRE AND CASUALTY

12.0 Fire and Casualty. In case the Leased Premises shall be (i) rendered un-tenantable by fire, explosion or other casualty, or (ii) damaged by a casualty occurring during the last month of the Lease Term, then either Landlord or Tenant may, at its respective option, terminate this lease at the date of the damage upon written notice to the other party given within thirty (30) calendar days following the date of the casualty.

XIII.
BUILDING REMOVAL/NEW CONSTRUCTION

13.0 Landlord Approval. Tenant shall not undertake the removal of any improvements situated on the Leased Premises or comprising the Leased Premises without, in each and every instance, the prior written approval of Landlord.

XIV.
SURRENDER

14.0 Surrender. Upon the termination of this Lease whether by forfeiture, lapse of time or otherwise, or upon the termination of Tenant's right to possession of the Leased Premises, Tenant will at once surrender and deliver up the Leased Premises, to Landlord in the same condition and repair, as received, reasonable wear and tear excepted. All additions, hardware, non-Trade Fixtures and improvements, temporary or permanent, in or upon the Leased Premises placed there by Tenant shall become Landlord's property, be retained by Landlord, without compensation or allowance or credit to Tenant. If Tenant does not make such removal at said termination of this Lease, or within fifteen (15) days after such request, whichever is later, Landlord may remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, delivery and warehousing to Landlord on demand.

14.1 Holding Over. Any holding over by Tenant of the Leased Premises after the termination of this Lease shall operate and be construed to be a tenancy from month to month only, at the monthly rate of rent of \$1,075 and other charges payable hereunder for this Lease term or, at the election of Landlord expressed in a written notice to Tenant, and not otherwise, such holding over shall constitute a renewal of this Lease for one (1) year at the monthly rental rate of \$1,075 set forth in this Paragraph 13.1 and upon all of the other covenants and agreements contained in this Lease. If Tenant continues to hold over after a written demand by Landlord for possession at the termination of this Lease or after termination by either party of a month-to-month tenancy created pursuant to this Paragraph, or after termination of this Lease or of Tenant's right to possession pursuant to Paragraph 2.0 hereof, Tenant shall pay monthly rental at a rate equal to 110% of the rate of rent payable as set forth in this Paragraph 14.1 immediately

prior to the expiration or other termination of this Lease or Tenant's right to possession. Nothing contained in this Paragraph 14.1 shall be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises.

XV.
REMEDIES

15.0 Defaults. Tenant further agrees that any one or more of the following events shall be considered events of default, as such term is used herein, that is to say, if:

- (a) Tenant shall default in any monthly payments of rent or in any other payment required to be made by Tenant hereunder when due as herein provided and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant; or
- (f) Tenant shall fail to contest the validity of any lien or claimed lien or, having commenced to contest the same, shall fail to prosecute such contest with diligence, or shall fail to post the required bond, or shall fail to have the same released and satisfy any judgment rendered thereon and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or
- (g) Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

Upon the occurrence of any one or more of such events of default, Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease. Upon termination of this Lease, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Leased Premises immediately and deliver possession thereof to the Landlord. Upon the occurrence of any one or more of such events of default, Landlord may, at its election, pursue any other remedy now or hereafter available to Landlord under the laws of the State of Illinois.

15.1 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

15.2 No Waiver. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of

any such default or any acquiescence therein. No waiver or any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in, or consent to any further or succeeding breach of the same covenant.

XVI.
MISCELLANEOUS

16.0 Estoppel Certificates. Tenant and Landlord shall, at any time and from time to time upon not less than ten (10) days prior written request from the other, execute, acknowledge and deliver to the other, in form reasonably satisfactory to such party and/or their mortgagee, a written statement certifying, if true, that Tenant or Landlord has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that Tenant or Landlord is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Tenant or Landlord or their mortgagee, and agreeing to give copies to any mortgagee of all notices by Tenant to Landlord, or from Landlord to Tenant. It is intended that any such statement delivered pursuant to this Paragraph 15 may be relied upon by any prospective purchaser or mortgagee of the Leased Premises and their respective successors and assigns.

16.1 Amendments Must Be In Writing. None of the covenants, terms or conditions of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party.

16.2 Notices. All notices to or demands upon Landlord or Tenant, shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

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

Jeff Halliday
150 W. First Street
Coal City, IL 60416

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

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

With a copy to:

Mark R. Heinle
Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

16.3 Short Form Lease. This Lease shall not be recorded but the parties agree, at the request of either of them, to execute a Short Form Lease for recording containing the name of the parties, the legal description and the term of this Lease.

16.4 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

16.5 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

16.6 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

16.7 Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.8 Law Applicable. This Lease shall be construed and enforced in accordance with the internal laws of the State of Illinois.

16.9 Covenants Binding on Successors. All of the covenants, agreements, conditions, and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties hereto the same as if they were in every case specifically named and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include, and apply to, wherever applicable, the heirs, executors, administrators, successors, and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation, or governmental authority other than the parties hereto, their heirs, executors, administrators, successors, and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

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

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

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

16.13 Exhibits. **Exhibit A**, attached to this Agreement, is, by this reference, incorporated in and made a part of this Agreement.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written at Coal City, Illinois.

LANDLORD:

TENANT:

By: _____
Jeffrey S. Halliday

By: _____
President Terry Halliday

By: _____
Donna M. Halliday

EXHIBIT A

Property Address: Building located at 55 W. Maple Street, Coal City, IL 60416

Permanent Tax Number: 09-03-436-001

Legal Description:

Building, except for the storage units, located on part of the following described real estate:

THOSE PORTIONS OF LOTS 1, 2, 3 AND 4, INCLUSIVE, BLOCK 24 OF THE ORIGINAL TOWN OF COAL CITY, GRUNDY COUNTY, ILLNOIS, LYING NORTH OF A LINE DRAWN PARALLEL WITH AND DISTANT 30.0 FEET NORTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY) MOST NORTHERLY MAIN TRACK CENTERLINE, AS LOW LOCATED AND CONSTRUCTED

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2016

RE: PURCHASE AGREEMENT – LIONS PARK REPLACEMENT

Lions Park received substantial damage from the 6-22 Tornado. The Berta Pavillion and the park to its east are set to be replaced with insurance settlement proceeds in order to get everything in working order once again. However, the Village formerly discussed allowing space for a new all-inclusive park being spearheaded by the Hope Helps organization. Instead of accommodating an additional park at Lions Park, the replacement for the park that was damaged shall be the new park selected and designed in consort with Hope Helps. Instead of reconstructing the former structure, the Village shall utilize its insurance proceeds and some additional tornado contributions for the construction of a playground that can be utilized by children of all abilities.

This will result in the Village expending \$60 - \$70,000 for the construction of this playground valued at nearly \$200,000. The final amount is awaiting final insurance clearance. Traditionally, the village must expend its dollars and be reimbursed (such as the case with Berta Pavilion); however, in this case, the village is attempting to utilize its reimbursement proceeds as a contribution towards the better equipment in partnership with Hope Helps.

The agreement being considered this evening, allows Hope Helps to construct the park that has been agreed upon from a vendor and then transfer ownership of the completed structure back to the Village of Coal City. Mark Heinle is working on the final draft of the agreement which will be available on Wednesday evening. The agreement is being prepared at this time in order for construction to be completed prior to Octoberfest. Britney Kaluzney shall be in attendance and will quickly review the design of the park and its attributes, including the rubber floor that shall allow children of all abilities to play side by side.

Recommendation:

Authorize Mayor Halliday to enter into an agreement whereby Hope Helps shall complete the replacement park within lions Park.

Lions Park - Option

Carle City IL June 23, 2016 COA161JC



**Better playgrounds.
Better world.®**

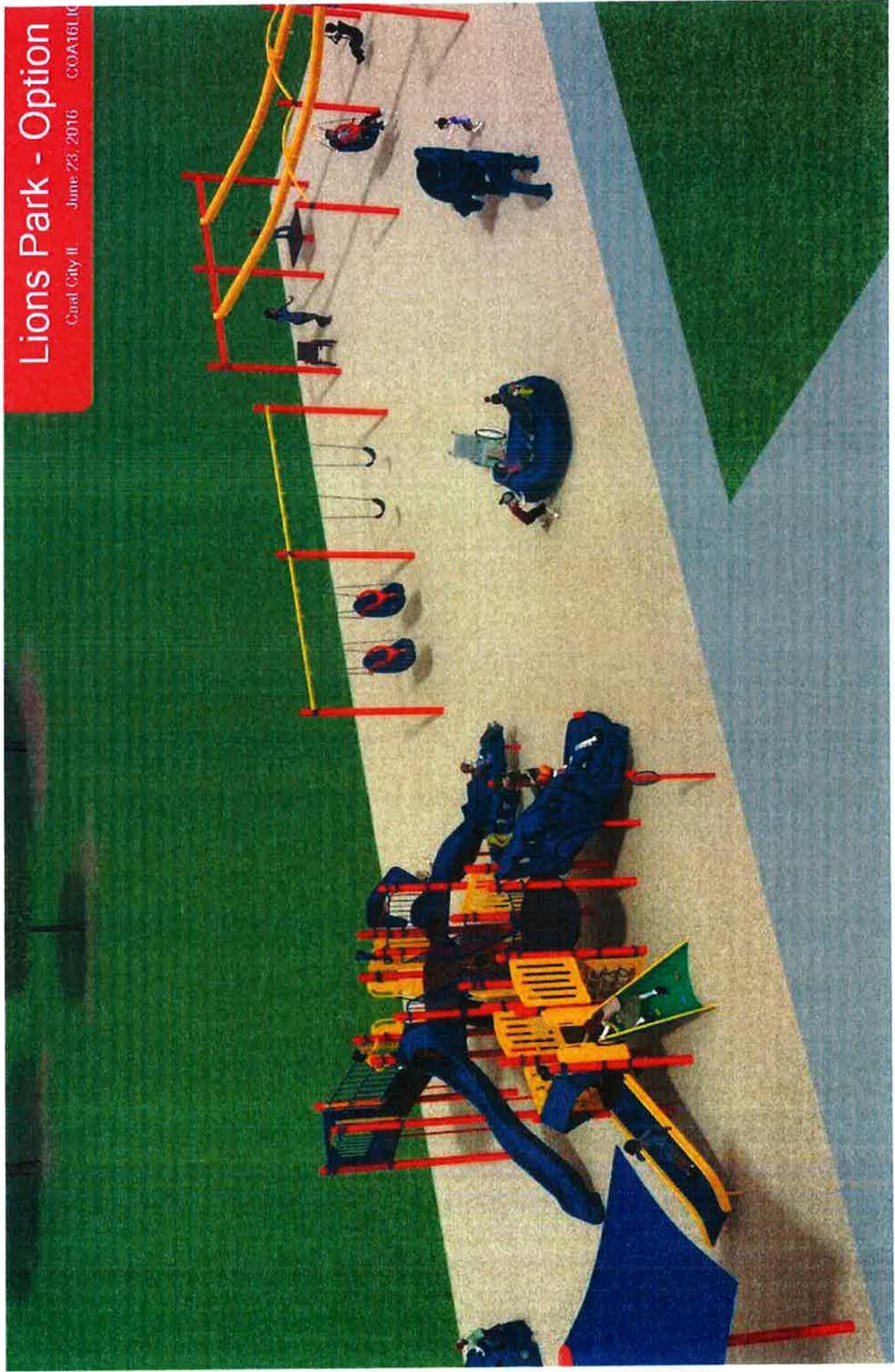
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Lions Park - Option

Carol City FL June 23, 2016 COA16LIC



**Better playgrounds.
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Proudly presented by:





Hope Helps All Inclusive Playground

This Playground Is Dedicated to Uniting the Community of all abilities and recovery of the community devastated by the EF-3 Tornado in 2015 .

Putting the Puzzle Together One Piece at a Time.

In Appreciation to Everyone whose Contribution made this Park Possible.

Special Thanks to the Following Sponsors:

- | | |
|---|-------------------------------------|
| *Sportsmen For Charity-Coal City | *George & Judith Kaluzny |
| *In Memory of Thomas P Jescheke | *Kim & Nancy Wynn |
| *Akzo Nobel | *Tuthill Coroporation |
| *Tim and Pam Dearth | *Dave & Dawn Kaluzny |
| *Hoffman Transportation | *Thomas Kaluzny |
| *Community Foundation of Grundy County | *Village of Coal City |
| *Coal City Maintenance Department | *Hope Helps Board Members |
| *Coal City Baseball Association | |

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2016

**RE: MUTUAL RELEASE AGREEMENT – OUTSTANDING D
CONSTRUCTION PROJECTS**

Mayor Halliday and I recently met with D construction regarding a few outstanding projects with D Construction. To date, the Village has received assurances from D in which final payments are being delayed until a warranty date of November 30, 2016 transpires. Rather than wait for this time to pass, D Construction has requested final payment so these jobs can be closed out. Rather than wait until the warranty period to expire, final payment shall be delivered at this time.

The agreement sets forth the specifics of the agreement. In short, the Village shall make final payments for the outstanding projects at a discounted rate of \$16,800 rather than the total outstanding amount of \$66,800 had D Construction waited until the end of its warranty period for final payment.

Recommendation:

Authorize Mayor Halliday to enter into a mutual release agreement for the final payment on outstanding payments to D Construction totaling \$16,800.

MUTUAL RELEASE AGREEMENT

This Mutual Release (hereinafter “Agreement”) is executed and agreed to this ____ day of July, 2016 (the “Effective Date”) by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois (the “Village”) and D. Construction, Inc., an Illinois corporation with its headquarters in the Village of Coal City (“Contractor”). Village and Contractor (collectively, the “Parties”) enter into this Release on behalf of themselves and any of their heirs, agents, officers, trustees, present and former employees, insurers, representatives and assigns for the purpose of releasing and discharging from liability each and all of the other Parties.

RECITALS

WHEREAS, the Parties entered into certain contracts and addenda thereto providing for the construction of certain capital improvements, as follows:

- i. That certain contract by and between the Village and Contractor dated July 23, 2012, commonly known as the “Elm Street Storm Sewer Improvements Project (Project No. 09-596)” [the “Elm Street Contract”];
- ii. That certain supplemental guarantee/warranty providing for an additional Warranty and Maintenance Bond from Contractor in favor of the Village in the amount of \$28,700.00 through November 30, 2016 (the “Elm Street Supplemental Warranty”). Hereinafter, the Elm Street Contract and Elm Street Supplemental Warranty shall be cumulatively known as the “Elm Street Agreement”;
- iii. That certain contract by and between the Village and Contractor dated August 26, 2014, commonly known as the “2013 Tornado Repairs Project (Project No. 14-436)” [the “2013 Repair Contract”];

- iv. That certain supplemental guarantee/warranty providing for an additional Warranty and Maintenance Bond from Contractor in favor of the Village in the amount of \$90,000.00 through November 30, 2016, relating to the 2013 Repair Contract (the “2013 Repair Project Supplemental Warranty”). Hereinafter, the 2013 Repair Contract and 2013 Repair Project Supplemental Warranty shall be cumulatively known as the “2013 Repair Agreement”;
- v. That certain contract by and between the Village and Contractor dated August 26, 2014, commonly known as the “2014 MFT & Non-MFT Project (Project No. 14-436)” [the “2014 MFT Contract”];
- vi. That certain supplemental guarantee/warranty providing for an additional Warranty and Maintenance Bond from Contractor in favor of the Village in the amount of \$63,200.00 through November 30, 2016 (the “2014 MFT Supplemental Warranty”). Hereinafter, the 2014 MFT Contract and 2014 MFT Supplemental Warranty shall be cumulatively known as the “MFT Agreement”; and

WHEREAS, the Village acknowledges substantial completion of the construction work and provision of materials related to the Elm Street Agreement, the 2013 Repair Agreement and MFT Agreement (cumulatively, the “Project Contracts”) by Contractor, except for certain portions thereof previously agreed by and amongst the Parties to be foregone in return for reduced payment from the Village and except as otherwise provided herein; and

WHEREAS, the Project Contracts made Contractor liable for negligence in the furnishing and installation of faulty materials, or faulty workmanship associated with the projects and required Contractor to post certain security in favor of the Village as a means of guaranteeing the work furnished under the Project Contracts through November 30, 2016 (the “Warranty Period”), which

WHEREAS, Contractor has performed additional hot-mix asphalt patching work and completed certain repairs and other warranty work related to the above-described projects to the satisfaction of the Village; and

WHEREAS, Contractor has not furnished the required warranty and maintenance bonds required by the Project Contracts (cumulatively, the “Security”); and

WHEREAS, as a result of Contractor’s failure to post Security as required by the Project Contracts, the Village has retained a total of \$66,800.00 presently due and owing Contractor for services rendered under the Project Contracts; and

WHEREAS, Contractor is willing to accept a reduced final payment in return for the Village foregoing Contractor’s posting of Security under the Project Contracts; and

WHEREAS, the Village and its representatives have undertaken an inspection of the work completed by Contractor pursuant to the Project Contracts and deemed the work to be acceptable and the Village therefore acknowledges and agrees that, as of the Effective Date, the Contractor has completed the work in substantial fulfillment of the Project Contracts’ specifications, and that no further repairs are required as of the Effective Date; and

WHEREAS, the Parties mutually desire to resolve and settle any outstanding obligations that are or may be owed by one party to another under the Project Contracts and fully and finally close out the above-described projects; and

WHEREAS, as a result of the foregoing, the Parties have agreed to settle any and all issues or disputes between them related to the “Project Contracts” and it is the express intention of all Parties to compromise each and all claims against any other Party, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, relating directly or indirectly to or arising out of the Project Contracts.

Therefore, in consideration of the promises, covenants, obligations and payments contained herein, the adequacy and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

Section 2. Waiver and General Release. The Village and Contractor hereby irrevocably waive, release and discharge each and all other Parties from any and all claims, damages, losses, liens, actions and lawsuits that they had or might have, including claims for attorneys' fees, costs, and litigation expenses arising from, growing out of or in any way connected with any actions or inactions of any Party up to the date of this Release, related to the Project Contracts or any obligations given rise to therein (the "Open Projects"), and all claims that were or could have been asserted as relating to the Open Projects. The Parties acknowledge and agree that this Release resolves and subsumes any and all claims based upon any conduct or omission by each or any of them arising out of, directly or indirectly, the Open Projects.

Section 3. Village Obligations. In consideration of the foregoing and the consideration recited herein, upon the mutual execution of this Agreement, the Village shall:

- A. Pay over to Contractor SIXTEEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$16,800.00) ["Final Payment"] within ten (10) business days of the Effective Date.

B. On behalf of itself and its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns, the Village does hereby fully and forever irrevocably waive, release and discharge Contractor and its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns from any further obligations under the Project Contracts, including, without limitation, any obligation to post or furnish Security or otherwise provide any guarantees or warranties regarding the suitability of the materials or workmanship of the work related to the Open Projects, and all claims, counterclaims, demands, damages, grievances, causes of action or suits that it might have or had, known or unknown, arising from, growing out of, or in any way connected, directly or indirectly, with the subject matter of this Agreement. Upon the mutual execution of this Agreement, the Village acknowledges that this Agreement resolves and subsumes any and all claims that the Village has against Contractor in any way directly or indirectly related to or arising out of the subject matter hereof. The Village fully understands that the Contractor's settlement obligations provided for in this Agreement constitute all the consideration that is ever to be given for the matters contained in this Agreement.

Section 4. Contractor Obligations. In consideration of the foregoing and the consideration recited herein, upon the mutual execution of this Agreement, Contractor shall:

A. Accept the Village's tender of Final Payment within ten (10) business days of the Effective Date as full and final satisfaction of any amounts otherwise due and owing from the Village to Contractor arising out of or in any manner relating to the Project Contracts. Contractor acknowledges and agrees that the Final Payment constitutes all

monies payable to it and serves as full and complete satisfaction of any obligation that the Village may have in relation to the Open Projects. Contractor shall execute any lien waivers or other documentation reasonably requested by the Village or its agents to demonstrate payment in full for materials and labor furnished by Contractor to the Village pursuant to the Project Contracts or otherwise related to the Open Projects.

B. On behalf of itself and its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns, Contractor does hereby fully and forever irrevocably waive, release and discharge the Village and its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns from any further obligations under the Project Contracts, including, without limitation, any obligation to pay any additional sums for work performed or materials furnished by Contractor pursuant to the Project Contracts or otherwise related to the Open Projects, and all claims, counterclaims, demands, damages, grievances, causes of action or suits that it might have or had, known or unknown, arising from, growing out of, or in any way connected, directly or indirectly, with the subject matter of this Agreement. Upon the mutual execution of this Agreement, Contractor acknowledges that this Agreement resolves and subsumes any and all claims that Contractor has against the Village in any way directly or indirectly related to or arising out of the subject matter hereof. The Village fully understands that the Contractor's settlement obligations provided for in this Agreement constitute all the consideration that is ever to be given for the matters contained in this Agreement.

Section 5. **No Admission.** It is expressly understood and agreed by and amongst the Parties that the respective obligations performed hereunder are for the purpose of resolving, subsuming, settling and compromising the Parties' claims or potential claims against one another arising, directly or indirectly, out of the Open Projects and the Project Contracts, which claims are disputed, and any other claims that may have against one another relating directly or indirectly to the subject matter hereof. It is understood and agreed that this settlement and mutual release does not constitute any admission of fault, responsibility or liability on the part of the Village or Contractor, and that all fault, responsibility or liability on the part of the Village and Contractor is expressly denied.

Section 6. **Covenant Not to Sue.** Except for breaches of this Agreement, the Parties agree that they will not institute any action or suit at law or in equity against any other Party, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of the Open Projects.

Section 7. **Default and Remedies.**

- A. **Procedure for Declaring Defaults.**** Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("Default"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party

to cure the Default within five (5) days after receiving written notice thereof shall constitute an "Event of Default." No Default shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

- B. Remedies for Events of Default.** Upon an Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.
- C. No Waiver of Right to Enforce.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

Section 8. General Provisions.

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

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

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

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

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

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

G. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be

deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

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

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

D Construction, Inc.

ATTN: _____

With a copy to:

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

Village of Coal City

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

With a copy to:

Mark R. Heinle
Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

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

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

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

L. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

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

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

VILLAGE OF COAL CITY:

By: _____
President Terry Halliday

Date: _____

ATTEST:

By: _____
Pamela Noffsinger, Village Clerk

D CONSTRUCTION, INC.

By: _____

Its: _____

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2016

**RE: PROCEEDING WITH BUDGET ITEMS –
PD CARS & EQUIPMENT and
SEWER LAGOON REHAB PLAN**

Included within this year's budget was the purchase of certain items within the Police Department and from Fund #48.

The long-awaited sanitary sewer lagoon project shall enter a new phase. Chamlin Engineering will oversee the drilling of monitoring wells to ensure the safety of the groundwater supply within the immediate area of the lagoon. By installing the necessary monitoring equipment and ensuring the area has characteristics consistent with the habitat will save many dollars prior to the next phase of restoration. Chamlin will coordinate its efforts to ensure the village will receive its necessary approvals from the US EPA, IEPA and other regulatory agencies. Joe McKenna has selected Environmental Design International, Inc. (EDI) to provide the necessary subcontractor work to complete the necessary tasks. Costs were originally budgeted at \$55,000 for all of these tasks; the approval for consideration this evening totals \$40,908.

Within the Police Department, there are two large purchases requiring financing in order to secure the items within the current fiscal budget. These two items are replacement squad cars (along with their equipment) and the replacement of the mandatory cameras mounted within the squad car units. Both of these purchases are to be made utilizing a line of credit with Centru Bank for their purchase. The Centru financing was less than the cost of available financing with the manufacturers of this equipment.

The squad cars are to be repaid with two payments – one on the current fiscal year and the remainder next year. There will be three payments for the mandatory camera recording equipment. The first shall come from an IPRF grant of \$13,000 and the remaining payments shall be made in the next two fiscal years (totaling \$39,500). These items were the subject of a committee meeting and are recommended to the Board for final purchase.

Recommendation:

- 1.) Authorize Chamlin Engineering to proceed with the Sanitary Lagoon Rehabilitation Plan.
- 2.) Authorize the Village Administrator to enter into a contract with Centru Bank for the financing of Police Department budget items – two squad cars with their equipment and mandatory cameras and recording equipment for the department.



July 6, 2016

Village of Coal City
515 S. Broadway St.
Coal City, IL 60416

Re: **Purchase 2 police vehicles with equipment**

Dear Mr. Fritz:

On behalf of Centrue Bank ("Bank") and based upon the information you submitted and represented to the Bank, I am pleased to provide the following commitment letter upon and subject to each of the following terms and conditions contained in this commitment letter (the "Commitment"). The following information outlines the general terms with which the Bank is willing to provide such credit.

Borrower: Village of Coal City

Amount: \$93,000

Purpose: Purchase 2 police vehicles with equipment

Rate: 3.1% Fixed for 3 years

Maturity: 3 Years

Repayment: Annual Principal and Interest Payments; 3 year amortization

There will be a 5% delinquency charge for payments received 10 days or more after the payment date. All interest charges will be calculated on a 360-day basis.

Loan Fee: \$250

Prepayment: None

LTV: 100% LTV

Collateral: Blanket Security Agreement on all business assets of the Village of Coal City. Specific lien on the titles of the vehicles to be purchased; Cash secured (\$93,000) by deposit account #1001065751.



II. OTHER REQUIREMENTS

The Bank's obligation to make the Loan shall be subject to the following conditions precedent, all of which must be met prior to closing:

Acceptance of Commitment:

The Borrower shall accept this Commitment on or before the close of business on August 31, 2016.

Loan Costs:

Borrower shall pay any and all recording and/or mortgage charges, fees and/or taxes, title insurance charges and premiums, appraisal fees and fees and reasonable expenses of all third party expenses of the Bank, incidental to this Commitment and the transactions contemplated hereby, whether or not Closing occurs and regardless if any funds are actually advanced on behalf of the Borrower, assuming Bank is in compliance with all aspects of this agreement. Such reimbursement shall occur at the earlier of Closing or upon Demand by the Bank.

Loan Requirements & Conditions:

Copies of purchase order for cameras
Deposit account hold of \$93,000 to secure loan

Loan Documentation

& Closing of Loan: Costs of any documentation, recording, title, appraisal, disbursement agent, etc. will be the responsibility of the Borrower.

Financial Reporting:

Annual Report due Annually

III. MISCELLANEOUS

Documentation:

The Bank reserves the right to request additional information to complete the documentation process.

General:

Upon closing, the Borrower is solvent and free from bankruptcy, Reorganization and judgments.



- Merger:** Borrower acknowledges and agrees that all prior representations and agreements between the parties are merged into this Commitment and this Commitment can only be changed by an instrument in writing signed by the parties hereto.
- Governing Law:** This Commitment is governed by the laws of the State of Illinois and embodies the entire agreement and understanding between Borrower and the Bank and supersedes all prior agreements, Conversations and understandings relating to the subject matter Hereof.
- Intent of Commitment:** **This letter is intended as an outline only and does not purport to summarize all of the conditions, covenants, representation, warranties and other provisions, which would be contained in definitive legal documentation for the Loan.**
- Expiration:** This Commitment shall automatically expire upon the occurrence of any of the following:
- 1) Any change in the financial condition of Borrower or guarantor subsequent to the date hereof (or, if earlier, the date(s) of relevant financial statements previously submitted to the Bank), which in the judgment of the Bank is adverse.
 - 2) Any statement or representation made to the Bank in connection with the Loan shall prove untrue in any material respect or if any event of default as defined by the Bank has occurred.
 - 3) Any material change in the condition of the Collateral, which in the judgment of the Bank is Adverse.
 - 4) August 31, 2016



ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENT WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Mr. Fritz, thank you once again for the opportunity for Centrue Bank to assist in your financial needs. If the above terms and conditions are agreeable to you, please indicate your acceptance and approval by signing a copy of this Commitment and returning the same to the Bank. If a copy of the signed Commitment isn't received by August 31, 2016, this Commitment will be considered null and void. The undertakings made by the Bank in the Commitment cannot be accepted conditionally and any such conditional acceptance will terminate absolutely the undertakings made herein. Should you have any questions, please do not hesitate to call me at 815-937-2852.

Sincerely,

A handwritten signature in black ink, appearing to read "JM", written over a horizontal line.

John Mendoza
Senior Relationship Manager
815-937-2852

Signature page to follow



By its acceptance of this Commitment, Borrower agrees to accept and close the Loan in accordance with the terms of this Commitment.

BORROWER

Village of Coal City
Matt Fritz

Date: _____, 2016



July 6, 2016

Village of Coal City
515 S. Broadway St.
Coal City, IL 60416

Re: **Purchase Cameras for the police cars**

Dear Mr. Fritz:

On behalf of Centrue Bank ("Bank") and based upon the information you submitted and represented to the Bank, I am pleased to provide the following commitment letter upon and subject to each of the following terms and conditions contained in this commitment letter (the "Commitment"). The following information outlines the general terms with which the Bank is willing to provide such credit.

Borrower: Village of Coal City

Amount: \$26,500

Purpose: Purchase camera equipment

Rate: 3.1% Fixed for 2 years

Maturity: 2 Years

Repayment: Annual Principal and Interest Payments; 2 year amortization

There will be a 5% delinquency charge for payments received 10 days or more after the payment date. All interest charges will be calculated on a 360-day basis.

Loan Fee: \$250

Prepayment: None

LTV: 67% LTV

Collateral: Blanket Security Agreement on all business assets of the Village of Coal City. Specific lien on the titles of the vehicles to be purchased; Cash secured (\$26,500) by deposit account #1001065751.



II. OTHER REQUIREMENTS

The Bank's obligation to make the Loan shall be subject to the following conditions precedent, all of which must be met prior to closing:

Acceptance of Commitment:

The Borrower shall accept this Commitment on or before the close of business on August 31, 2016.

Loan Costs:

Borrower shall pay any and all recording and/or mortgage charges, fees and/or taxes, title insurance charges and premiums, appraisal fees and fees and reasonable expenses of all third party expenses of the Bank, incidental to this Commitment and the transactions contemplated hereby, whether or not Closing occurs and regardless if any funds are actually advanced on behalf of the Borrower, assuming Bank is in compliance with all aspects of this agreement. Such reimbursement shall occur at the earlier of Closing or upon Demand by the Bank.

Loan Requirements & Conditions:

Copies of purchase order for cameras
Deposit account hold of \$26,500 to secure loan

Loan Documentation

& Closing of Loan: Costs of any documentation, recording, title, appraisal, disbursement agent, etc. will be the responsibility of the Borrower.

Financial Reporting:

Annual Report due Annually

III. MISCELLANEOUS

Documentation: The Bank reserves the right to request additional information to complete the documentation process.

General: Upon closing, the Borrower is solvent and free from bankruptcy, Reorganization and judgments.



Merger: Borrower acknowledges and agrees that all prior representations and agreements between the parties are merged into this Commitment and this Commitment can only be changed by an instrument in writing signed by the parties hereto.

Governing Law: This Commitment is governed by the laws of the State of Illinois and embodies the entire agreement and understanding between Borrower and the Bank and supersedes all prior agreements, Conversations and understandings relating to the subject matter Hereof.

Intent of Commitment: **This letter is intended as an outline only and does not purport to summarize all of the conditions, covenants, representation, warranties and other provisions, which would be contained in definitive legal documentation for the Loan.**

Expiration: This Commitment shall automatically expire upon the occurrence of any of the following:

- 1) Any change in the financial condition of Borrower or guarantor subsequent to the date hereof (or, if earlier, the date(s) of relevant financial statements previously submitted to the Bank), which in the judgment of the Bank is adverse.
- 2) Any statement or representation made to the Bank in connection with the Loan shall prove untrue in any material respect or if any event of default as defined by the Bank has occurred.
- 3) Any material change in the condition of the Collateral, which in the judgment of the Bank is Adverse.
- 4) August 31, 2016



ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENT WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Mr. Fritz, thank you once again for the opportunity for Centrue Bank to assist in your financial needs. If the above terms and conditions are agreeable to you, please indicate your acceptance and approval by signing a copy of this Commitment and returning the same to the Bank. If a copy of the signed Commitment isn't received by August 31, 2016, this Commitment will be considered null and void. The undertakings made by the Bank in the Commitment cannot be accepted conditionally and any such conditional acceptance will terminate absolutely the undertakings made herein. Should you have any questions, please do not hesitate to call me at 815-937-2852.

Sincerely,

A handwritten signature in black ink that reads "John Mendoza".

John Mendoza
Senior Relationship Manager
815-937-2852

Signature page to follow



By its acceptance of this Commitment, Borrower agrees to accept and close the Loan in accordance with the terms of this Commitment.

BORROWER

Village of Coal City
Matt Fritz

Date: _____, 2016

Pam Noffsinger

From: Joe McKenna <joemckenna@chamlin.com>
Sent: Thursday, July 07, 2016 2:28 PM
To: Matt Fritz
Cc: Kristi Wickiser; Pam Noffsinger
Subject: Wastewater Lagoon Closure
Attachments: PROPOSAL FOR GROUNDWATER CERTIFICATION SERVICES_06142016.pdf

Matt,

Attached please find a proposal from Environmental Design International, Inc. (EDI) to complete groundwater certification services required by IEPA and USEPA for the lagoon closure over the next three years. The cost of these services are on a time and material bases and estimated not-to-exceed amount of \$25,908.

Costs associated with Chamlin & Associates efforts with coordination between USEPA, IEPA, EDI, and the Village of Coal City along with oversite of services provided by EDI and annual report submittals to EPA over the next three years are anticipated to be billed on a time and material bases and estimated not-to-exceed an amount of \$15,000.

Please let us know if these budgets meet with the Village's approval and we can have EDI begin the initial groundwater certification.

Thanks,

Joe

Joseph W. McKenna, P.E.
Chamlin & Associates, Inc.
Engineers • Surveyors • Planners
221 W. Washington Street
Morris, Illinois 60450
P: 815.942.1402 F: 815.942.1471



Confidentiality Note: This e-mail and any attachments to it are intended only for the named recipients and may contain legally privileged and/or confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail or its attachments and immediately delete from your computer.



Environmental Design International inc.

June 14, 2016

Mr. Joe McKenna, PE
Chamlin & Associates, Inc.
221 West Washington Street
Morris, Illinois 50450

**Subject: Proposal for Groundwater Certification Services
Coal City Wastewater Lagoon Closure
830 North Broadway Street
Coal City, Illinois 60416**

Dear Mr. McKenna:

Environmental Design International inc. (EDI) is pleased to provide you (the client) with this proposal to complete the groundwater certification services necessary to close the Coal City wastewater lagoon at 830 North Broadway Street in Coal City, Illinois 60416 (the site) through the United States Environmental Protection Agency (USEPA) and the Illinois Environmental Protection Agency (IEPA) according to the request for proposal provided by the client to EDI.

Project Understanding

Based on our June 7, 2016 phone call and email, EDI understands that Coal City is no longer using the wastewater lagoon at the site. EDI further understands that the client is in the process of closing the Coal City wastewater lagoon through the USEPA and IEPA and would like EDI to provide this proposal to complete the groundwater certification services.

Scope of Work

Upon notice to proceed, EDI will complete the following services:

Task 1 – Initial Groundwater Certification

EDI will complete the initial groundwater sampling which will include the installation, gauging and sampling of four 20 feet deep groundwater monitoring wells for laboratory analysis for nitrates/nitrites and fecal coliform. EDI will prepare a groundwater certification engineering report for submittal to the USEPA and the IEPA.

Each monitoring well will be constructed of a two inch PVC slotted screen and riser pipe. Each monitoring well screen will be backfilled with filter sand and each riser pipe will be backfilled with a bentonite seal to just below the ground surface. Flush mounts and locking well caps will be installed to complete each well.

Prior to each sampling event, the four wells will be properly developed by removing at least three well volumes of groundwater from each well. The developed well water will be placed into the waste water lagoon where it will permeate beneath the surface back into the aquifer from which it was removed.

The laboratory samples will be collected using disposable sampling equipment/materials and disposable sample gloves. New sampling equipment and gloves will be used at each well location to eliminate the chance of cross-contamination. The water samples collected from each well will be placed into sterile laboratory supplied sample containers. After sample collection the samples will be placed on ice in a cooler for transportation to the laboratory for analysis under proper chain of custody. EDI will subcontract with an IEPA-accredited laboratory for sample analysis.

After Coal City receives closure from the USEPA and the IEPA, EDI will properly abandon the four wells.

Task 2 – Year One Annual Sampling

EDI will complete year one bi-annual groundwater sampling which will include bi-annual gauging and sampling of the groundwater monitoring wells for laboratory analysis for nitrate/nitrites and fecal coliform. EDI will prepare a groundwater annual sampling/engineering report for submittal to the USEPA and the IEPA.

Task 3 – Year Two Annual Sampling

EDI will complete year two bi-annual groundwater sampling which will include bi-annual gauging and sampling of the groundwater monitoring wells for laboratory analysis for nitrate/nitrites and fecal coliform. EDI will prepare a groundwater annual sampling/engineering report for submittal to the USEPA and the IEPA.

Task 4 – Year Three Annual Sampling

EDI will complete year three bi-annual groundwater sampling which will include bi-annual gauging and sampling of the groundwater monitoring wells for laboratory analysis for nitrate/nitrites and fecal coliform. EDI will prepare a groundwater annual sampling/engineering report for submittal to the USEPA and the IEPA. Based on the laboratory results provided in this report, EDI will request USEPA and IEPA closure of the wastewater lagoon.

Salient Assumptions

The site will be defined and access granted to EDI by the client. EDI assumes that all areas of the site will be available for completion of the work described above. EDI assumes that the area planned for well installation around the wastewater lagoon is accessible by truck-mounted drilling equipment.

Potential difficulties include restricted access issues and inclement weather conditions. The potential difficulties are not exhaustive, and it is impossible to anticipate every difficulty that may be encountered. To address these issues, EDI will work with the client to secure access to all portions of the site for the work detailed above.

EDI assumes that the USEPA and IEPA review times will be completed within 60 days each report submission.

EDI will work with the client to provide a quality work product, which requires a high level of professional judgment as well as reliable information.

Additional/Changed Services

If during the course of EDI's work, it becomes necessary for the client to alter the project work in any way whatsoever, EDI shall notify the client whether such alteration constitutes a departure from the agreed scope of work. The compensation and time for completion shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between the client and EDI prior to the performance of any changed or additional work by EDI. EDI will not provide additional services for the project unless authorized in writing by the client.

Responsibilities of the Client

- The client shall provide full information regarding its requirements for the project.
- The client shall designate a representative authorized to act on its behalf with respect to the project. All communication and authorization shall be by or through such a representative.
- The client shall examine documents submitted by EDI and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of EDI's services.
- The client shall furnish all required information as expeditiously as necessary for the orderly progress of EDI's services.
- The client shall provide EDI all existing data pertinent to the project, including reports, mapping and other project related information.
- The services, information, and reports stated above shall be furnished at the client's expense and EDI shall be entitled to rely upon the accuracy and completeness thereof.
- The client shall provide access to enter upon private and public lands as required for the performance of the services of EDI.

Compensation and Payment

For the scope of work detailed above, EDI shall be compensated a time and materials not-to-exceed amount as detailed on the attached Estimate Worksheet – Environmental Services. The payment balance for EDI's services shall be made monthly based on work in progress. Balance unpaid at due date will be assessed a service charge of 1.5% per month on the unpaid portion. The client shall be liable for legal and all other costs EDI may incur to collect fees.

Additional services not included in this scope of work shall be approved by the client and will be billed at time-and-material rates as detailed in the attached Estimate Worksheet – Environmental Services.

Qualifications

The work described above will be completed by trained environmental scientists or geologists under the direction of a Professional Geologist or Professional Engineer licensed in the State of Illinois.

Liability

The client agrees to limit EDI's liability to the client and to all contractors and subcontractors covered by this agreement, due to EDI's negligence, errors or omissions, such that the total aggregate liability of EDI to those named shall not exceed the compensation paid to EDI for the work. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification

EDI assumes no responsibility for the discharge of, or exposure to, any hazardous, toxic, infectious materials, or other harmful substances and assumes no responsibility for its existence or removal. The client shall be responsible for removal and other services.

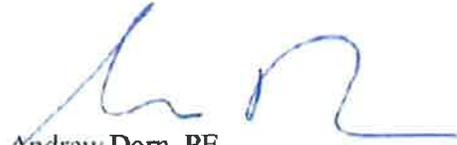
The client shall indemnify and hold harmless EDI from and against all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses may arise from any such discharge or exposure of hazardous, toxic or infectious materials or caused by any negligent act, error or omission of the client or any person or organization for which the client is legally liable. Upon completion of all services, obligations, and duties provided for in this agreement, or in the event of termination of this agreement for any reason, the terms and conditions of this paragraph shall survive.

Closing

We hope this proposal meets with your approval. This proposal is valid for 30 days. We appreciate this opportunity and look forward to working with you. Please feel free to call me at (312) 345-8683 for any assistance. Thank you.

Respectfully,

Environmental Design International inc.



Andrew Dorn, PE
Senior Project Manager



Scott Dileto, CHMM, LEED Green Associate
Vice President, Environmental

ESTIMATE WORKSHEET - ENVIRONMENTAL SERVICES

PROJECT: Coal City Lagoon Closure
LOCATION: 830 N. Broadway
Coal City, Illinois 60416

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
INITIAL GROUNDWATER CERTIFICATION SERVICES			
I. DRILLING COSTS			
1. Drill rig for continuous sampling for well installation	1 Day	@ \$3,000	= \$3,000
2. Monitoring well installation (4 2-inch diameter wells)	80 Feet	@ \$25	= \$2,000
Subtotal for Drilling:			\$5,000
II. ANALYTICAL COSTS			
1. Nitrates/Nitrites - water	4 Tests	@ \$100	= \$400
2. Fecal coliform - water	4 Tests	@ \$100	= \$400
Subtotal for Analytical Costs:			\$800
III. ENGINEERING SERVICES			
1. Site Sampling during drilling by Professional Geologist (Includes travel time, 1 day on-site, site preparation & JULIE, stake out borings in advance of site work)	16 Hours	@ \$85	= \$1,360
2. Professional Geologist for well development, ground-water sampling and elevation survey	10 Hours	@ \$85	= \$850
3. Professional Geologist to prepare engineering report	24 Hours	@ \$126	= \$3,024
Subtotal for Engineering Services:			\$5,234
IV. EQUIPMENT & MATERIAL COSTS			
1. Environmental support vehicle	2 Days	@ \$100	= \$200
2. Groundwater sampling equipment and supplies	4 Wells	@ \$25	= \$100
3. Water level indicator	2 Days	@ \$25	= \$50
4. Elevation survey equipment	1 Day	@ \$250	= \$250
Subtotal for Equipment:			\$600

INITIAL GROUNDWATER CERTIFICATION SERVICES TOTAL COST ESTIMATE: \$11,634

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
YEAR ONE ANNUAL SAMPLING			
I. ANALYTICAL COSTS			
1. Nitrates/Nitrites - water	8 Tests	@ \$100	= \$800
2. Fecal coliform - water	8 Tests	@ \$100	= \$800
			Subtotal for Analytical Costs: \$1,600
III. ENGINEERING SERVICES			
1. Professional Geologist for well development, ground-water sampling and elevation survey	20 Hours	@ \$85	= \$1,700
2. Professional Geologist to prepare engineering report	8 Hours	@ \$126	= \$1,008
			Subtotal for Engineering Services: \$2,708
IV. EQUIPMENT & MATERIAL COSTS			
1. Environmental support vehicle	2 Days	@ \$100	= \$200
2. Groundwater sampling equipment and supplies	8 Wells	@ \$25	= \$200
3. Water level indicator	2 Days	@ \$25	= \$50
			Subtotal for Equipment: \$450

YEAR ONE ANNUAL SAMPLING TOTAL COST ESTIMATE: \$4,758

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
YEAR TWO ANNUAL SAMPLING			
I. ANALYTICAL COSTS			
1. Nitrates/Nitrites - water	8 Tests	@ \$100	= \$800
2. Fecal coliform - water	8 Tests	@ \$100	= \$800
			Subtotal for Analytical Costs: \$1,600
III. ENGINEERING SERVICES			
1. Professional Geologist for well development, ground-water sampling and elevation survey	20 Hours	@ \$85	= \$1,700
2. Professional Geologist to prepare engineering report	8 Hours	@ \$126	= \$1,008
			Subtotal for Engineering Services: \$2,708
IV. EQUIPMENT & MATERIAL COSTS			
1. Environmental support vehicle	2 Days	@ \$100	= \$200
2. Groundwater sampling equipment and supplies	8 Wells	@ \$25	= \$200
3. Water level indicator	2 Days	@ \$25	= \$50
			Subtotal for Equipment: \$450

YEAR TWO ANNUAL SAMPLING TOTAL COST ESTIMATE: \$4,758

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
YEAR THREE ANNUAL SAMPLING			
I. ANALYTICAL COSTS			
1. Nitrates/Nitrites - water	8 Tests	@ \$100	= \$800
2. Fecal coliform - water	8 Tests	@ \$100	= \$800
	Subtotal for Analytical Costs: \$1,600		
III. ENGINEERING SERVICES			
1. Professional Geologist for well development, ground-water sampling and elevation survey	20 Hours	@ \$85	= \$1,700
2. Professional Geologist to prepare engineering report	8 Hours	@ \$126	= \$1,008
	Subtotal for Engineering Services: \$2,708		
IV. EQUIPMENT & MATERIAL COSTS			
1. Environmental support vehicle	2 Days	@ \$100	= \$200
2. Groundwater sampling equipment and supplies	8 Wells	@ \$25	= \$200
3. Water level indicator	2 Days	@ \$25	= \$50
	Subtotal for Equipment: \$450		

YEAR THREE ANNUAL SAMPLING TOTAL COST ESTIMATE: \$4,758

PROJECT TOTAL COST ESTIMATE: \$25,908

Memo

To: Village President and Trustees

From: George Gray for Administrator Fritz

cc: file

Date: July 7, 2016

Re: Amendment to Personnel Manual regarding possession of personal items within the work place

A sample of proposed language to incorporate into the Personnel Manual is as follows:

"For their own convenience, employees may bring personal property to the Village workplace. However, the Village of Coal City does not assume and specifically disclaims responsibility for any personal property located on its premises, or which accompanies or is carried, worn, or otherwise used by employees during the course of their work for the Village of Coal City. Employees who choose to bring personal property with them to work do so at their own discretion, and at their own risk."