

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JANUARY 8, 2020
7:00 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
December 11, 2019 Public Hearing
December 11, 2019 Regular Meeting
4. Approval of Warrant List
5. Public Comment

6. Ordinance 20-01 Abatement Tax Levied on the \$1,900,000 GO Bond

7. Ordinance 20-02 Establishment of SSA #3

8. Letter of Intent to Secure Professional Services for the Coaler Community Center Preliminary Design

9. Approval of Upcoming Public Works Vehicle Purchases

10. Report of Mayor

11. Report of Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 D. Togliatti

12. Report of Village Clerk

13. Report of Village Attorney

14. Report of Village Engineer

15. Report of Chief of Police

16. Report of Village Administrator

17. Adjourn

MEMO

TO: President Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 8, 2020

**RE: ABATEMENT OF THE PROPERTY TAXES TO BE COLLECTED FOR
THE RAIL LEAD TRACK DEVELOPMENT BOND PAYMENTS**

Due to the taxes to be collected from Special Service Area #2 (SSA2), the Village shall possess the taxes necessary to make the total scheduled principle and interest payments for the Industrial Lead Track Construction Project located on S. Broadway south of Reed Road. Following the levying of taxes upon SSA2, it shall no longer be necessary for the County Clerk to extend bond principle and interest payments to the Village's taxpayers due to another alternative revenue being provided in the place of property taxes.

This abatement process shall be necessary for the next four years (which could be exceeded if the Village is not reimbursed by the Developer or certain TIF in the interim) following this current notice until the bonds to pay for the improvement have been fully repaid. In short, this ordinance ensures the bonds are repaid by the affected land owners who signed onto a development agreement within the Village rather than the rest of the municipal taxpayers.

Recommendation:

Adopt Ordinance No. ____: Abating the Collection of Property Taxes from the Coal City Municipal Tax Payers due to the Repayment of the \$1.9 million Industrial Revenue Bonds.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2019 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2020

ORDINANCE NO. _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2019 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois ("*Village*") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

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

WHEREAS, the President and Trustees of the Village (the "*Corporate Authorities*"), by Ordinance 13-42 adopted on the 25th day of November, 2013 (the "*Bond Ordinance*"), did provide for the issuance of \$1,900,000 General Obligation Taxable Alternate Revenue Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013, dated December 2, 2013 (the "*Bonds*") and the levy of a direct annual tax *ad valorem* tax upon all taxable property within the Village in and for each of the levy years 2017 through 2022 without limitation as to rate or amount, in amounts sufficient to pay the principal of and interest on the Bonds when due (the "*Pledged Taxes*") as specified in Section 18 of the Bond Ordinance; and

WHEREAS, on the 2nd day of December, 2013, a duly certified copy of the Bond Ordinance was filed in the offices of the Grundy and Will County Clerks; and

WHEREAS, the Bonds are subject to optional redemption in whole or in part prior to maturity at the option of the Village on any date on or after November 1, 2018, pursuant to Section 6 of the Bond Ordinance; and

WHEREAS, on November 1, 2019 (“*Optional Redemption Date*”), the Village called for redemption of the Bonds maturing in 2020 and 2021 and a portion of the Bonds maturing in 2022, by paying the Bondholder an aggregate total of Seven Hundred Ninety Thousand and no/100 Dollars (\$790,000.00) for Bonds not yet maturing (“*Optional Redemption*”); and

WHEREAS, the Optional Redemption resulted in a revised debt service schedule (“*Revised Debt Service Schedule*”) for the remaining Outstanding Bonds; and

WHEREAS, the Corporate Authorities, on November 13, 2019, adopted Ordinance Number 19-38, *AN ORDINANCE ABATING AND REPLACING THE TAX LEVY SCHEDULE FOR THE \$1,900,000 GENERAL OBLIGATION TAXABLE ALTERNATE REVENUE BONDS (RAIL EXTENSION USE REVENUES ALTERNATE REVENUE SOURCE), SERIES 2013, DATED DECEMBER 2, 2013* (“*Revised Levy Ordinance*”) in order to adjust the levy schedule to align with the post-redemption revised debt service schedule; and

WHEREAS, the Revised Levy Ordinance was duly filed with the Grundy County Clerk on _____, 2019; and

WHEREAS, the Revised Levy Ordinance was duly filed with the Will County Clerk on _____, 2019; and

WHEREAS, pursuant to the Revised Levy Ordinance, the Village of Coal City has amended Section 18 of the Bond Ordinance in order to abate the *ad valorem* taxes originally levied therein and levy a revised direct annual *ad valorem* tax upon all taxable property within the Village for levy years 2019 through 2022 in full satisfaction of the Revised Debt Service Schedule; and

WHEREAS, pursuant to the Revised Levy Ordinance, the Village has levied a direct *ad valorem* tax in the amount of \$34,807.50 on all taxable property within the Village and has filed the same with the Grundy County Clerk and the Will County Clerk; and

WHEREAS, the Village presently has on deposit \$34,807.50 in the Bond Fund derived from “*Alternate Revenues*” (as defined in the Bond Ordinance) and other lawfully available sources other than the levy of taxes provided in the Bond Ordinance and Revised Levy Ordinance (the “*Available Funds*”), which Available Funds are sufficient to timely pay debt service on the Bonds coming due in calendar 2020 and are available and are hereby directed to be used for the purpose of paying the principal and interest on the Bonds coming due on May 1, 2020 and November 1, 2020 in the aggregate amount of \$34,807.50; and

WHEREAS, the Village reasonably anticipates receiving \$31,762.00 of additional “*Alternate Revenues*” (as defined in the Bond Ordinance) during calendar year 2020 from the payment of taxes levied against property within Village of Coal City Amended Special Service Area Two, to deposit into the Bond Fund in place of the Available Funds; and

WHEREAS, in light of the foregoing, it is advisable and necessary to provide for the abatement of the tax heretofore levied for tax levy year 2019 in Section 18 of the Bond Ordinance, as amended by the Revised Levy Ordinance, in its entirety.

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

SECTION 1. RECITALS.

That 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. APPROPRIATION OF AVAILABLE FUNDS.

It shall be and is hereby found and determined that the Available Funds are available from sources other than the levy of a direct annual tax upon all taxable property within the Village and said funds shall be and hereby are appropriated in the sum of \$34,807.50 for the purpose of paying principal and interest on the Bonds up to and including November 1, 2020.

SECTION 3. DEPOSIT OF AVAILABLE FUNDS.

A. The Village Treasurer is hereby authorized and directed to deposit the Available Funds in the sum of \$34,807.50, including, as may be necessary, advances from the General Fund in anticipation of receipt the Alternate Revenues, into the "Alternate Revenues Subaccount of the Principal and Interest Account of the Bond Fund" (as defined in the Bond Ordinance) in an amount equal to the 2020 Debt Service and thereafter to pay interest only in the amount of \$17,403.75 due May 1, 2020 and interest only in the amount of \$17,403.75 due November 1, 2020 to the person in whose name that the Bonds are registered on the books of the Bond Registrar at the close of business on the 15th day prior to the aforesaid payment dates.

B. The Village hereby directs the Village Treasurer to reimburse the General Fund up to the amount of any advances made from the General Fund to the Bond Fund, if any, in the amount of the Alternate Revenues as and when received.

SECTION 4. ABATEMENT OF TAX.

The tax heretofore levied for the tax levy year 2019 in Section 18 of the Bond Ordinance, as amended by the Revised Levy Ordinance, regarding the \$1,900,000 General Obligation Taxable Alternate Revenue Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013 shall be and the same is hereby abated in its entirety as follows:

Year of Levy	Tax Levied in Bond Ordinance, As amended by Revised Levy Ordinance	Amount of Tax To Be Abated	Remainder of Tax Levied which is to Be Extended for Levy Year 2019
2019	\$34,807.50	\$34,807.50	\$0.00

SECTION 5. FILING ABATEMENT ORDINANCE WITH COUNTY CLERKS.

Forthwith upon the adoption of this Ordinance and notification from the Village Treasurer that deposits into the Bond Fund have been made as provided hereinabove, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and the County Clerk of Will County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the tax levy year 2019 in accordance with the provisions hereof.

SECTION 6. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. 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 8. EFFECTIVE DATE.

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

SO ORDAINED this _____ day of _____, 2020, at Coal City,

Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

Approved on this _____ day of _____, 2020.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

STATE OF ILLINOIS)
)
) §§.
COUNTIES OF GRUNDY AND WILL)

CERTIFICATION

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 20-__, *AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2019 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the _____ day of January, 2020.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of _____, 2020.

PAMELA NOFFSINGER,
VILLAGE CLERK
VILLAGE OF COAL CITY

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of January, 2020, there was filed in my office a duly certified copy of Ordinance _____ entitled:

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2019 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the _____ day of January, 2020, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said
County, this _____ day of _____, 2020.

County Clerk of Grundy County, Illinois

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Will, Illinois, and as such official, I do further certify that on the _____ day of January, 2020, there was filed in my office a duly certified copy of Ordinance _____ entitled:

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2019 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the _____ day of January, 2020, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said
County, this _____ day of _____, 2020.

County Clerk of Will County, Illinois

(SEAL)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 8, 2020

RE: SSA #3 FINAL ADOPTION

Back at the August 14th Regular Meeting of the Village Board, the intent to adopt Special Service Area (SSA #3) was to be sent to the affected property owner and set a public hearing prior to the October 23rd Regular Meeting. This is the first opportunity for the Village to be able to adopt the Final SSA#3 Establishment Ordinance following the required 60-day period from the public hearing that was conducted on October 23, 2019.

The Hoffman Transportation development placed multiple types of infrastructure in order to convert a green field site into the industrial warehouse the location has become. One of the improvements included replacing existing field tile responsible for conveying underwater drainage from the west side of the property (i.e. the east side of the Union Pacific RR tracks to the Claypool Drainage Ditch) with new drainage lines. The final part of completing this task is to ensure for its long-term maintenance should the private property owner fail to maintain this system within the private property. The best means of completing this task is to adopt a dormant special service area (SSA) that is recorded and allows the Village of Coal City to levy a task for a specific reason called out within the rules governing the purpose for which the SSA is recorded.

Upon adoption of this ordinance, the dormant SSA will be recorded and may be utilized for any of the improvements required above.

Recommendation:

Adopt Ordinance No. _____: Establishing Dormant SSA#3, which is a Special Service Area recorded for the purposes of levying infrastructure improvement funds should they become necessary.

MEMO

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FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 8, 2020

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THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER THREE IN
THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS FOR
BACKUP OPERATION, CARE AND MAINTENANCE SERVICES FOR PRIVATE
SURFACE AND SUBSURFACE STORMWATER SYSTEM ASSOCIATED WITH
HOFFMAN PROPERTY HOLDING, LLC'S RAIL-SERVED TRANSLOADING
FACILITY, TRUCKING AND WAREHOUSE DEVELOPMENT**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2020

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER THREE IN THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS FOR BACKUP OPERATION, CARE AND MAINTENANCE SERVICES FOR PRIVATE SURFACE AND SUBSURFACE STORMWATER SYSTEM ASSOCIATED WITH HOFFMAN PROPERTY HOLDING, LLC'S RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE DEVELOPMENT

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

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

WHEREAS, special service areas are authorized for non-home rule municipalities pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, which provides, in relevant part:

. . . municipalities which are not home rule units shall have only powers granted to them by law and the powers. . . to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services.; and

WHEREAS, "the manner provided by law" for establishing and operating special service areas is set forth in the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* (the "*Act*"), which provides, *inter alia*, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities; and

WHEREAS, the Village President and Trustees (the "*Corporate Authorities*"), with the cooperation and consent of property owner and developer Hoffman Property Holding, LLC ("*Hoffman*"), having duly proposed the establishment of Village of Coal City Special Service Area

Number Three (the “*Area*”), having held the required public hearing, and having received no petition objecting to the proposed Area, hereby establish Village of Coal City Special Service Area Number Three to provide for backup care and maintenance of a privately-owned surface and subsurface stormwater system in that staged industrial development (the “*Hoffman Development*”) located on certain real property consisting of approximately 243⁺/. total acres located between Reed and Spring Roads and between Broadway and Berta Roads in Coal City, Grundy County, Illinois, legally described in **Exhibit A** and depicted in **Exhibit B** appended hereto (the “*Property*”);

WHEREAS, the Corporate Authorities hereby find and determine that it is in the public interest to establish Village of Coal City Special Service Area Number Three (“the *Area*”) for the purposes set forth herein; and

WHEREAS, the Property is a “contiguous area” within the meaning of Section 5 of the Act, 35 ILCS 200/27-5; and

WHEREAS, the Area is compact and contiguous and is fully within the corporate limits of the Village; and

WHEREAS, if levied, the revenue from such tax shall be used solely and only for services for which the Village is authorized to levy taxes or to appropriate funds of the Village; and

WHEREAS, the Hoffman Development will be improved by the proper maintenance, care, and operation of the Hoffman Drainage System as hereinafter defined, which will ensure proper stormwater function throughout the Hoffman Development; and

WHEREAS, the Area will benefit specially from the special services to be provided by the Village, which shall consist of maintenance and repair of stormwater management facilities and infrastructure required by the Will County Stormwater Management Ordinance, as adopted and amended by the Village in Chapter 153 of the Village Code and made applicable to territory within

portions of the Village in Grundy County, and approved by the Village for the Property, including, without limitation:

- (i) maintenance and repair services pertaining to surface water detention ("*Stormwater Detention Facility*") consisting of mowing, erosion, nuisance and sedimentation control, sediment removal, structural maintenance and replacement, regrading, reseeding, replanting and removal of debris, as deemed necessary and appropriate by the Village;
- (ii) maintenance and repair services pertaining to subsurface drainage systems, including drain tile commencing at its point of connection with pre-existing drain tile located within the Union Pacific Railroad right-of-way and extending through the Property to the stormwater detention facility, together with all pipes, manholes, and other appurtenances thereto (cumulatively, the "*Hoffman Tile*"), consisting of inspecting, testing and televising the Hoffman Tile, removal of debris or obstructions, structural maintenance and replacement of the Hoffman Tile, and such other or further work of any kind or nature required to maintain sufficient flow of water within the Tile towards the discharge point for the Hoffman Tile at the Stormwater Detention Facility;
- (iii) inspecting and testing the Stormwater Detention Facility and Hoffman Tile (cumulatively, the "*Hoffman Drainage System*") and televising the Hoffman Tile as may be reasonably necessary to determine proper functioning in accordance with the approved Hoffman Drainage System design; and
- (iv) administrating and enforcing the foregoing.

Cumulatively, items (i) through (iv) shall be known as the "*Special Services*"; and

WHEREAS, the Special Services would only be performed in the event that Hoffman or any successors in interest fail to perform the proper maintenance of the Hoffman Drainage System, at which time the Village would provide the Special Services on a back-up basis and therefore the Special Services shall be provided by the Village or its designated agent only following the "*Implementation Date*", as hereinafter defined; and

WHEREAS, prior to the Implementation Date and the Village's levy of a special tax upon parcels within the Area, the Special Services shall be performed, paid for, and monitored by Hoffman at Hoffman's sole expense and in accordance with all state and local ordinances, rules; and regulations, as amended; and

WHEREAS, the Special Services are unique and in addition to municipal services provided to the Village as a whole; and

WHEREAS, the Area will benefit specially from the Special Services to be provided on a back-up basis as described herein; and

WHEREAS, it is in the best interests of the Village that the establishment of the Area, and the levy of special taxes against the Area for the Special Services to be provided be considered.

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. Authority. As set forth more fully hereinabove, the Village is authorized, pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the

provisions of the Act, to establish special service areas for the provision of special services in portions of the Village and to levy or impose a special tax and to issue bonds for the provision of such special services.

SECTION 3. Findings. The President and Board of Trustees of the Village hereby find and determine as follows:

(a) The question of establishment of the Area was considered by the President and Board of Trustees of the Village pursuant to an ordinance entitled "*AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER THREE IN THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS FOR BACKUP OPERATION, CARE AND MAINTENANCE SERVICES FOR PRIVATE SURFACE AND SUBSURFACE STORMWATER SYSTEM ASSOCIATED WITH HOFFMAN PROPERTY HOLDING, LLC'S RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE DEVELOPMENT AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH,*" being Ordinance No. 19-22, adopted on August 14, 2019. The establishment of the Area was considered at a public hearing convened and finally adjourned on October 23, 2019 at the Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416 (the "*Hearing*"). Said Hearing was held pursuant to notice duly published in the *Coal City Courant*, a newspaper of general circulation within the Village, on September 11, 2019, which was at least fifteen (15) days prior to the hearing, and also pursuant to personal notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. Said mailed notice was given by depositing said notice in the United States mail not less than ten (10) days prior to the date set for the public hearing. In the event the taxes for the last preceding year were not paid, the said notice was sent to the person last listed on the tax rolls

prior to that year as the owner of said property. A certificate of publication of notice and proof of mailing are attached to this Ordinance as **Exhibits C and D**, respectively. Said notices conform in all respects to the requirements of the Act.

(b) At the Hearing, all interested persons were given an opportunity to be heard on the creation of the Area. General discussion was heard at the public hearing regarding the Special Services proposed to be undertaken and provided within the Area. No one attending the Hearing voiced objection to the creation of the Area or the method, rate or maximum level of taxation to be levied against the Property within the Area. The public hearing was adjourned at 7:06 p.m. on October 23, 2019.

(c) Following the Hearing, a period of sixty (60) days has been provided for the filing of any petition opposing the creation of the Area pursuant to 35 ILCS 200/27-55, and that during such period of time and as of the date hereof, no such petition, protest or objection has been filed.

(d) After considering the data as presented to the President and Board of Trustees of the Village and at the public hearing, the President and Board of Trustees of the Village find and determine that it is in the best interests of the Village and of the residents and property owners of the Area that Village of Coal City Special Service Area Number Three, as hereinafter described, be established.

(e) Said Village of Coal City Special Service Area Number Three is compact and contiguous as required by the Act.

(f) Said Village of Coal City Special Service Area Number Three will benefit specially from the Special Services proposed to be provided on a back-up basis.

(g) The Special Services are unique and in addition to municipal services provided to the Village as a whole.

(h) It is in the best interests of the Village that the Area be created for the financing of the Special Services within the Area, and that a special, annual *ad valorem* tax be levied against each taxable parcel of property within the Area in order to pay for the Special Services on a backup basis in addition to all other taxes provided by law, provided that the maximum rate of such special taxes to be extended in any year for Special Services shall not exceed the rate necessary to produce a maximum aggregate special annual levy of \$100,000.

(i) This tax may be levied for an indefinite period of time.

(j) Notwithstanding the foregoing, taxes shall not be levied hereunder and said Area shall be "dormant," unless, until and to the extent that the Village Engineer, in his/her/its sole discretion, determines that the Hoffman Drainage System has been damaged or is not being properly maintained, cared for, or operated in accordance with all state and local ordinances, rules, and regulations, as amended ("*Implementation Date*"). On and after the Implementation Date, said special tax shall be levied upon all taxable real property within the Area as set forth above. The actual amount of the taxes to be levied in the initial year in which taxes are levied within the Area is indeterminate at present, but shall not exceed the maximum rate as set forth herein.

(k) It is in the public interest and in the best interests of the Area that the Area be established as provided herein.

(l) It is in the best interest of the Area that the furnishing and maintenance of the Special Services proposed on a backup basis be considered as provided herein.

SECTION 4. Establishment.

A special service area to be known and designated as "Village of Coal City Special Service Area Number Three" shall be and is hereby established with an effective date of January 8, 2020 for

a perpetual term. The Village of Coal City Special Service Area Number Three shall consist of the contiguous territory legally described and depicted, respectively in **Exhibits A and B** hereto, which description and map are by this reference incorporated herein and made a part hereof as though fully set forth herein.

SECTION 5. Purpose of Area.

Village of Coal City Special Service Area Number Three is established for a perpetual term in order to provide special municipal services to the Area in addition to services provided to the Village generally described as backup operation, care and maintenance of the Hoffman Drainage System within the Area, including, without limitation:

- (i) maintenance and repair services pertaining to surface water detention ("***Stormwater Detention Facility***") consisting of mowing, erosion, nuisance and sedimentation control, sediment removal, structural maintenance and replacement, regrading, reseeding, replanting and removal of debris, as deemed necessary and appropriate by the Village;
- (ii) maintenance and repair services pertaining to subsurface drainage systems, including drain tile commencing at its point of connection with pre-existing drain tile located within the Union Pacific Railroad right-of-way and extending through the Property to the stormwater detention facility, together with all pipes, manholes, and other appurtenances thereto (cumulatively, the "***Hoffman Tile***"), consisting of inspecting, testing and televising the Hoffman Tile, removal of debris or obstructions, structural maintenance and replacement of the Hoffman Tile, and such other or further work of any kind or nature required to maintain sufficient flow of water within the Tile

towards the discharge point for the Hoffman Tile at the Stormwater Detention Facility;

- (iii) inspecting and testing the Stormwater Detention Facility and Hoffman Tile (cumulatively, the "*Hoffman Drainage System*") and televising the Hoffman Tile as may be reasonably necessary to determine proper functioning in accordance with the approved Hoffman Drainage System design; and
- (iv) administrating and enforcing the foregoing.

Cumulatively, items (i) through (iv) shall be known as the "*Special Services*";

SECTION 6. Tax Levied.

The Village may annually levy a special *ad valorem* tax against each taxable parcel of property within the Area in an amount sufficient to produce revenues necessary to provide Special Services to the Area, provided that the maximum rate of such special taxes to be extended in any year for Special Services shall not exceed the amount necessary to produce a maximum annual levy of \$100,000. The Village may annually levy as provided hereunder on an annual basis for an indefinite period of time. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Act.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said special service area shall be "dormant," unless, until and to the extent that the Village Engineer, in his/her/its sole discretion, determines that the Hoffman Drainage System has been damaged or is not being properly maintained, cared for, or operated in accordance with all state and local ordinances, rules, and regulations, as amended ("*Implementation Date*"). On and after the Implementation Date, said special tax shall be levied upon all taxable real property within the Area as set forth above.

SECTION 7. Recording and Filing.

The Village Clerk is authorized and directed to promptly record a certified copy of this Ordinance with the Grundy County Recorder of Deeds and file the same with the Grundy County Clerk.

SECTION 8. Resolution of Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. 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 10. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2020, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

Exhibit A

Legal Description and PINs of Real Property Within Special Service Area Number Three

PARCEL 1:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-300-002

Common Address: 7300 E. Reed Road, Coal City, IL 60416

PARCEL 2:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-001

PARCEL 3:

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-008

Common Address: 7520 E. Reed Road, Coal City, IL 60416

PARCEL 4:

THE WEST 366 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, EXCEPT THE WEST 300 FEET OF THE SOUTH 726 FEET THEREOF.

PIN: 09-11-400-011

Common Address: E. Reed Road, Coal City, IL 60416

PARCEL 5:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND RIGHT TO MINE AND REMOVE THE SAME), IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-003

Common Address: 1535 S. Berta Road, Coal City, IL 60416

PARCEL 6:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO, ALTON RAILWAY COMPANY, IN GRUNDY COUNTY, ILLINOIS; EXCEPT THE NORTH 245.00 FEET OF THE WEST 45.00 FEET OF THE EAST 101.50 FEET THEREOF.

PIN: 09-11-100-016

Common Address: Spring Road, Coal City, IL 60416

Exhibit B

Map of Special Service Area Number Three

[SEE ATTACHED]

Exhibit C

Certificate of Publication of Notice of Public Hearing

[See Attached]

" CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS) Ss.
County of Grundy,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the Coal City Courant

Coal City Courant is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Coal City, township of Braceville, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of: **Village of Coal City to host public hearing to consider forming special service area number three**

a true copy of which is attached, was published 1 times in Coal City Courant, namely one time per week for one successive weeks. The first publication of the notice was made in the newspaper, dated and published on September 11, 2019, and the last publication of the notice was made in the newspaper dated and published on September 11, 2019. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Coal City Courant has signed this certificate by **Eric D Fisher**, its publisher, at Coal City, Illinois, on September 11, 2019.

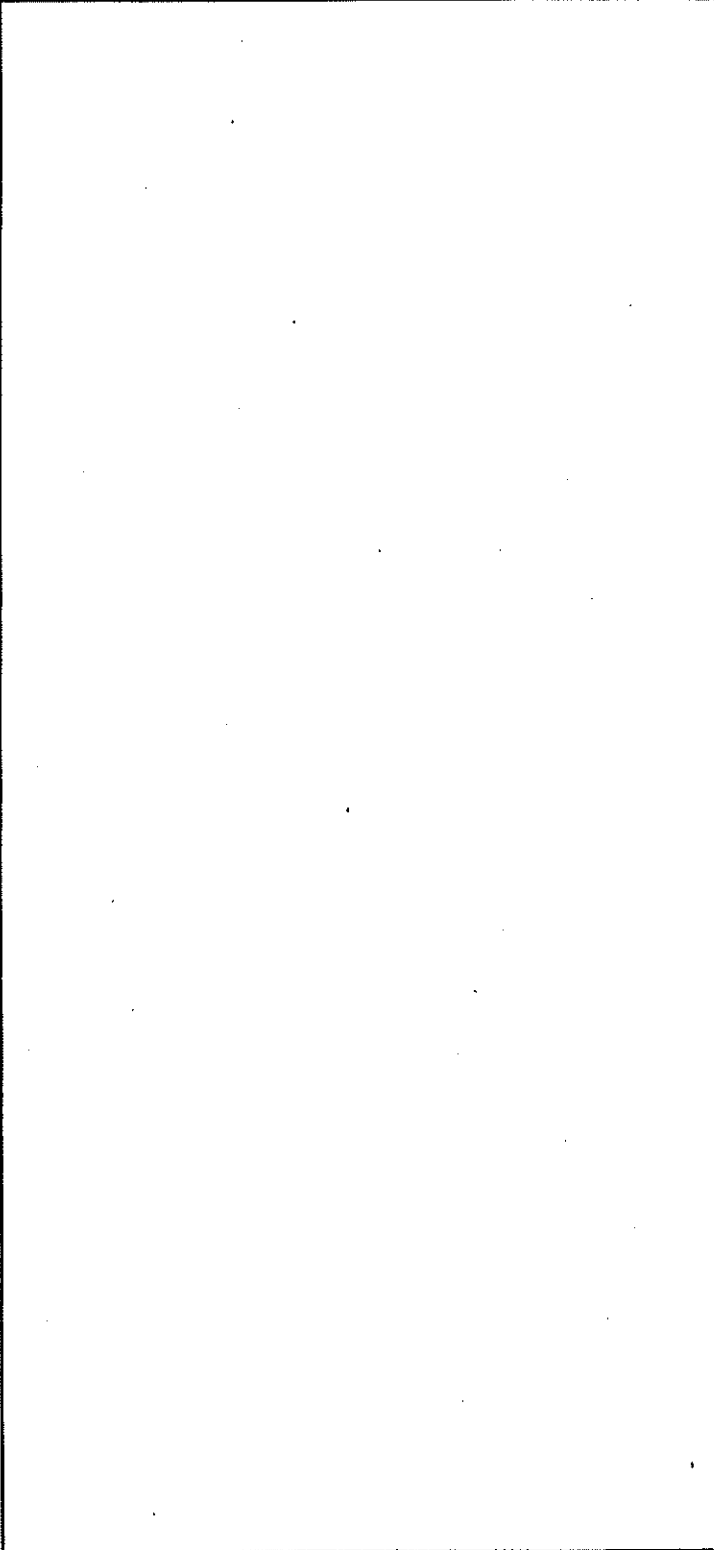
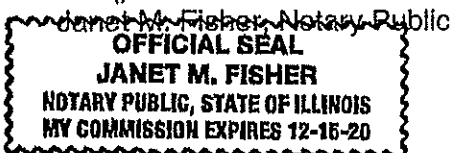
Free Press Newspapers

By Eric D. Fisher Publisher
Eric D. Fisher

Printer's Fee \$ 237.60

Given under my hand on September 11, 2019

Janet M. Fisher



U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
COMMERCIAL USE

Postage	\$3.50
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.30

Sent to *Hoffman Property Holding LLC*
 Street, Apt. No. or PO Box No. *1001, 2019*
 City, State, ZIP+4® *Channahon, IL 60410*

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
COMMERCIAL USE

Postage	\$3.50
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.30

Sent to *Hoffman Property Holding LLC*
 Street, Apt. No. or PO Box No. *1001, 2019*
 City, State, ZIP+4® *Channahon, IL 60410*

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Hoffman Property Holding LLC
1001, 2019
P.O. Box 810
Channahon, IL 60410

9590 9402 4763 8344 8316 92
 7010 1060 0001 4432 4388

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
 B. Received by (Printed Name) *Patsy C. B. Box*
 C. Date of Delivery *08/29/2019*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Priority Mail Express®
 Adult Signature
 Registered Mail™
 Registered Mail Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Return Receipt for Merchandise
 Collect on Delivery Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery
 Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Hoffman Property Holding LLC
1001, 2019
P.O. Box 810
Channahon, IL 60410

9590 9402 4763 8344 8317 08
 7010 1060 0002 4289 8288

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
 B. Received by (Printed Name) *[Signature]*
 C. Date of Delivery *08/29/2019*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Priority Mail Express®
 Adult Signature
 Registered Mail™
 Registered Mail Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Return Receipt for Merchandise
 Collect on Delivery Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery
 Mail Restricted Delivery (over \$500)

Domestic Return Receipt

U.S. Postal Service™
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COFFEE CAPITAL USE

Postage \$3.50 0416 05
 Certified Fee \$6.80
 Return Receipt Fee (Endorsement Required) \$0.00
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$10.30

Sent to *Coal City, IL Investments, LLC* 08/29/2019
 Street, Apt. No. or PO Box No. *90 Kent T. Sanders*
 City, State, ZIP+4 *Coal City, IL 60416*

U.S. Postal Service™
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COFFEE CAPITAL USE

Postage \$3.50 0416 05
 Certified Fee \$6.80
 Return Receipt Fee (Endorsement Required) \$0.00
 Restricted Delivery Fee (Endorsement Required) \$0.00
 Total Postage & Fees \$10.30

Sent to *Kevin Hoffmann* 08/29/2019
 Street, Apt. No. or PO Box No. *2606 2 Sw Frontages Rd*
 City, State, ZIP+4 *Channahon, IL 60410*

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Coal City, IL Investments, LLC
90 Kent T. Sanders
148 S. Broadway
Coal City, IL 60416

9590 9402 4763 8344 8316 54

2. Article Number (transfer from service label)
 7010 1060 0001 4432 4432

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
Anna Lang Addressee

B. Received by (Printed Name) Date of Delivery
Anna Lang *8/30/19*

C. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Priority Mail Express®
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

4. Return Receipt for Merchandise Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Kevin Hoffmann
2606 2 Sw Frontages Rd.
Channahon, IL 60410

9590 9402 4763 8344 8316 78

2. Article Number (transfer from service label)
 7010 1060 0001 4432 4435

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
Kevin Hoffmann Addressee

B. Received by (Printed Name) Date of Delivery
Kevin Hoffmann *8/30/19*

C. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Priority Mail Express®
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

4. Return Receipt for Merchandise Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
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CHARMADON HOLDING CAPITAL USE

Postage \$3.50 0416 05
Certified Fee \$2.80
Return Receipt Fee \$0.00
Restricted Delivery Fee \$0.00
Total Postage & Fees \$6.30
Postmark Here 08/29/2019

Sent to
Hoffman Property Holding, LLC
Street No. P.O. Box 810
City, State, ZIP+4
Channahon, IL 60410

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Hoffman Property Holding, LLC
P.O. Box 810
Channahon, IL 60410

7011 0470 0002 4289 8281

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- Signature
- Received by (Printed Name)
- C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type:
 Adult Signature Restricted Delivery
 Registered Mail™
 Certified Mail®
 Certified Mail Restricted Delivery™
 Return Receipt for Merchandise
 Collect on Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery
 Registered Mail Express®
 Registered Mail™
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

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JOHN F. SCHWAB CAPITAL USE

Postage \$3.50 0416 05
Certified Fee \$2.80
Return Receipt Fee \$0.00
Restricted Delivery Fee \$0.00
Total Postage & Fees \$6.30
Postmark Here 08/29/2019

Sent to
Kenneth A. Carlson
Street, Apt. No. Johnson & Wilson
or PO Box No. 2001 Black Rd, 2nd floor
City, State, ZIP+4
Joliet, IL 60435

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Kenneth A. Carlson
Apt. No. Johnson & Wilson
2001 Black Rd, 2nd floor
Joliet, IL 60435

7010 1060 0001 4432 4401

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- Signature
- Received by (Printed Name)
- C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type:
 Adult Signature Restricted Delivery
 Registered Mail™
 Certified Mail®
 Certified Mail Restricted Delivery™
 Return Receipt for Merchandise
 Collect on Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery
 Registered Mail Express®
 Registered Mail™
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

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(Domestic Mail Only; No Insurance Coverage Provided)

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CODIFIED MAIL USE

Postage \$0.00 0416 05

Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$2.80

Sent to *Coal City RE Investments LLC*
 Street, Apt. No., or PO Box No. *90 Lombard H. Sanders*
1488 S. Broadway
Coal City, IL 60416
 PS Form 3811, July 2015 PSN 7650-02-000-9065

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Coal City RE Investments LLC
90 Lombard H. Sanders
1488 S. Broadway
Coal City, IL 60416

9590 9402 4763 8344 8317 15

7010 1060 0001 4432 4418

PS Form 3811, July 2015 PSN 7650-02-000-9065

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X *Yunslang* Addressee
 B. Received by (Printed Name) *Yunslang* C. Date of Delivery *8/30/19*
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery
 Mail
 Mail Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt
 (over \$500)

U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

CODIFIED MAIL USE

Postage \$0.00 0416 05

Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$2.80

Sent to *Coal City RE Investments LLC*
 Street, Apt. No., or PO Box No. *90 Lombard H. Sanders*
1488 S. Broadway
Coal City, IL 60416
 PS Form 3811, July 2015 PSN 7650-02-000-9065

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Coal City RE Investments LLC
90 Lombard H. Sanders
1488 S. Broadway
Coal City, IL 60416

9590 9402 4763 8344 8316 85

7010 1060 0001 4432 4425

PS Form 3811, July 2015 PSN 7650-02-000-9065

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X *Yunslang* Addressee
 B. Received by (Printed Name) *Yunslang* C. Date of Delivery *8/30/19*
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery
 Mail
 Mail Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt
 (over \$500)

U.S. Postal Service™
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Postage \$0.00 0416 05

Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$2.80

Sent to *Coal City RE Investments LLC*
 Street, Apt. No., or PO Box No. *90 Lombard H. Sanders*
1488 S. Broadway
Coal City, IL 60416
 PS Form 3811, July 2015 PSN 7650-02-000-9065

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Coal City RE Investments LLC
90 Lombard H. Sanders
1488 S. Broadway
Coal City, IL 60416

9590 9402 4763 8344 8317 15

7010 1060 0001 4432 4418

PS Form 3811, July 2015 PSN 7650-02-000-9065

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X *Yunslang* Addressee
 B. Received by (Printed Name) *Yunslang* C. Date of Delivery *8/30/19*
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery
 Mail
 Mail Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt
 (over \$500)

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

CODIFIED MAIL USE

Postage \$0.00 0416 05

Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$2.80

Sent to *Coal City RE Investments LLC*
 Street, Apt. No., or PO Box No. *90 Lombard H. Sanders*
1488 S. Broadway
Coal City, IL 60416
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1. Article Addressed to:
Coal City RE Investments LLC
90 Lombard H. Sanders
1488 S. Broadway
Coal City, IL 60416

9590 9402 4763 8344 8316 85

7010 1060 0001 4432 4425

PS Form 3811, July 2015 PSN 7650-02-000-9065

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X *Yunslang* Addressee
 B. Received by (Printed Name) *Yunslang* C. Date of Delivery *8/30/19*
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery
 Mail
 Mail Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt
 (over \$500)

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

CODIFIED MAIL USE

Postage \$0.00 0416 05

Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$2.80

Sent to *Coal City RE Investments LLC*
 Street, Apt. No., or PO Box No. *90 Lombard H. Sanders*
1488 S. Broadway
Coal City, IL 60416
 PS Form 3811, July 2015 PSN 7650-02-000-9065

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1. Article Addressed to:
Coal City RE Investments LLC
90 Lombard H. Sanders
1488 S. Broadway
Coal City, IL 60416

9590 9402 4763 8344 8316 85

7010 1060 0001 4432 4425

PS Form 3811, July 2015 PSN 7650-02-000-9065

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X *Yunslang* Addressee
 B. Received by (Printed Name) *Yunslang* C. Date of Delivery *8/30/19*
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery
 Mail
 Mail Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt
 (over \$500)

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only) (No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

CHARGE TO POSTAL USE

Postage \$3.50 0416 05

Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$0.55

Postmark Place

08/29/2019

By: *Steve Gukera*

To: *Registered Agent Sidney M. Levine*

Street, Apt. No.: *111 E. Wacker Dr., Suite 2620*

City, State, ZIP+4: *Chicago, IL 60601*

USPS Form 3825, October 2007

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Lord City Investments LLC
90 Registered Agent Sidney M. Levine
111 E. Wacker Drive, Suite 2620
Chicago, IL 60601

2. Barcode
 9590 9402 4763 8344 8316 47

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

4. Return Receipt for Merchandise
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

5. Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Steve Gukera Agent
 Addressed

B. Received by (Printed Name)
STEVEN ZUCKERMAN C. Date of Delivery
09-03-19

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: Yes No

7010 1060 0001 4432 4449

PS Form 3811, July 2015 PSN 7530-02-000-9053

STATE OF ILLINOIS)
) SS.
COUNTIES OF GRUNDY AND WILL)

CERTIFICATION

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 20-__, *AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER THREE IN THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS FOR BACKUP OPERATION, CARE AND MAINTENANCE SERVICES FOR PRIVATE SURFACE AND SUBSURFACE STORMWATER SYSTEM ASSOCIATED WITH HOFFMAN PROPERTY HOLDING, LLC'S RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE DEVELOPMENT* [hereinafter, the "*Ordinance*"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the ____ day of _____, 2020.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of _____, 2020.

PAMELA NOFFSINGER,
VILLAGE CLERK
VILLAGE OF COAL CITY

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

COUNTY CLERK FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 2020, there was filed in my office a duly certified copy of Ordinance 20-__ entitled:

AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER THREE IN THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS FOR BACKUP OPERATION, CARE AND MAINTENANCE SERVICES FOR PRIVATE SURFACE AND SUBSURFACE STORMWATER SYSTEM ASSOCIATED WITH HOFFMAN PROPERTY HOLDING, LLC'S RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE DEVELOPMENT

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 8th day of January, 20120, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2020.

County Clerk of Grundy County, Illinois

(SEAL)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 8, 2020

**RE: LETTER OF INTENT TO SECURE PROFESSIONAL SERVICES FOR
THE COALER COMMUNITY CENTER PRELIMINARY DESIGN**

Over the next year, a group of residents who are gathering support to bring a referendum to residents within the coterminous borders of the Coal City Fire, Library, and School Districts, would like to gain support from the community to start a new Park District, which would facilitate the means of financing the construction of a Coaler Community Center. The Committee has already held a series of focus group meetings spanning the local athletic clubs, non-athletic activity clubs, and senior populations and has determined it necessary to continue forward and provide additional for the public in order to properly inform residents of what would come with their selection of the formation of this new governmental entity.

In order to inform the public of the scale of such an investment, it has been determined it is necessary to provide preliminary designs for a Coaler Community Center, which would display the function and form of a newly proposed facility. From the survey and focus group inputs, the inability to come to one dedicated center, regardless of weather, is the main issue to be resolved with a new district. Gaining a preliminary design on this center would allow the committee to properly communicate with Coal City residents what the impact of building such a facility would be. The Synergy Construction Group possesses multiple disciplines in order to provide the professional services required to bring a project from a dream to a reality.

Synergy has the capability to bring in an architectural firm as a subcontractor (Kahler, Slater in this case) to discuss the potential function of the facility and then evaluate the effects of different designs on final costs dependent upon the functions to be hosted within the facility and its design components. Aside from possessing firms who have previously built community centers, Synergy has capital funding which would allow the group to potentially construct a new center at the behest of a newly seated district board immediately as opposed to waiting for tax receipts to be collected by 2022 at the earliest. This will be a decision for another group of leaders, but utilizing this firm provides this potential to expedite the construction process.

Currently, the committee has already gained \$10,000 in pledges for the professional services to be provided by Synergy. The total amount to be paid from this LOI is \$20,000 to guide the committee in its preliminary planning. It may never be necessary to pay this potential liability; should a park district referendum be successful and the newly seated board continue to move forward with the project utilizing Synergy Construction Group, the preliminary costs contained within this LOI will be rolled into the larger project budget. In addition to gaining this pledged

support, the committee has setup an account at the Community Foundation of Grundy County for the receipt of these funds.

While the Foundation is willing to hold the monies for this community effort, it is not within the organization's purview to enter into the terms of this LOI for a specific purposed. The purpose of this committee meets the goals of the Village's strategic plan and is in line with the output from some of the School District's public meetings. At this point, Synergy is in need of assurance that they shall receive a payment, not to exceed \$20,000 if the project never moves forward from the current contemplation stage.

The work product from Synergy shall allow the committee to engage the public with exhibits and inform them what functions would be made available with a newly designed facility. Additionally, it is recognized there is only so much work that can be completed prior to the new district's creation. Aiding in ensuring the residents are properly informed and gaining one step advances those goals set out by the Village Board.

Finally, the Park Fund has available funding for this type of programming. A contribution of \$5,000 towards the project will assist with leveraging other dollars to ensure the remainder is collected and set aside to assist the committee with its efforts. Attached are additional materials including a summary of the Coal City Community Center Committee and the LOI created by Synergy.

Recommendation:

Authorize the Village Administrator to enter on behalf of the Village into a Letter of Intent with Synergy to provide Coaler Community Center Preliminary Design Services and contribute \$5,000 towards the payment of said professional services.

Coaler Community Center Summary

There has been some historical and recent efforts regarding the creation of a park district that has led to a group of residents who live within the Coal City Fire District (CCFD) coming together to attempt and bring forward a plan for the construction of a Coaler Community Center. In order to fund the current concept, a new governmental entity possessing taxing authority upon land that would be coterminous with the CCFD would be required and requested from the voting public in the upcoming April of 2021 election. The different iterations that have been attempted in order to get this same result (different alternatives) is discussed below, but the current status of the committee's efforts follow next.

Due to the Village of Coal City Strategic Plan initiative of creating a community center to house indoor parks and recreational activities and the final recommendation of the School District's LLT subcommittee, a group of residents have been meeting to plan the best means of presenting a community concept to the electorate who shall be provided the option to start a park district in 2021. There is a core group of residents who have continually met and made decisions in order to build a 2021 campaign for the construction of a new center in order to fully inform voters of the impact of saying yes to the new district, its impact upon the cost of property taxes, and the services to be provided. These persons are located throughout the potential district, including residents of Carbon Hill, Coal City, Diamond, Goose Lake, and other unincorporated areas. Aside from their geographic diversity, the group is diverse in its demography and represent a full range of services to potentially be provided by the new district ranging from infancy to senior programming needs including programs ranging from STEM classes to athletics.

The committee has started a new website at <http://coalercommunitycenter.com/> informing the public of its efforts and highlighting the steering committee members. In order to bring this to the public for a vote, a plan has been designed that includes bringing the referendum to voters in April of 2021, which will require petitions to be entered to the Grundy County Clerk many months prior to the election. An actual facility, the Coaler Community Center, will be a newly constructed physical structure to be the focus of the campaign, enabling voters to envision what is contemplated with the future taxing authority. Lastly, an extensive outreach plan is being embarked upon to gain public input and trust. A series of focus group meetings have previously occurred in order to gain the types of facility utilization necessary to meet the needs of the district's residents.

At this point, the Coaler Community Center Committee is engaging the services of a professional built-to-suit firm possessing the capability to design, oversee, and fund the construction of such a facility. The Community Foundation of Grundy County, which is a non-profit organization, is holding donations from private donors in order to pay for an agreed upon not-to-exceed fee in order to pay for the professional services that shall provide qualified numbers regarding the cost of construction and its potential impact upon the property taxes to be collected by residents within the District. The Village of Coal City formerly had been provided plans for a potential center during previous discussions of such space, but such a plan did not

undergo any scrutiny from the public since it had no means of funding. A new design is necessary to collect the input from the residents regarding their identified necessities. Professional engagement is necessary to realistically construct the potential facility and ensure it provides what is needed, but does so in a manner that is affordable within the levy limits of a new district.

As the process continues, a potential facility will be reviewed by many of the same persons who participated within the focus groups previously in order to draft and re-draft the potential improvement. ***The mission of the committee is to fully inform the electorate and increase transparency as reliable information becomes available and ensure such information is readily available.*** Currently, the committee is working with a \$16 million facility and is aware it's impact upon households will be \$50 per \$100,000 of valuation per year. Due to the current valuation that is assessed within the potential district, a payment of \$1 per household is matched by \$2 from the power production facility.

Public support continues to grow as surveys have been made available as a means to gain information and allow the public to participate in the process. Currently, the website features a survey that allows the user to submit a survey and encourages residents to pass it along to others. The work of the committee continues in order to meet its mission and increase awareness of an identified need for such a space.

Alternative Funding Models

Previous to the conclusion and recommendation of the School's LLT Committee and the Coal City Strategic Plan initiative, a park district has been contemplated by members of the community. On the last two prior occasions of the past 12 years, the effort has not led to the establishment of a new district. One of the efforts came at a time when the committee of citizens contemplating such a formation felt it was not the time to ask the residents due to the economic recession that had just befallen the community; on the next occasion the ballot initiative failed to gain the support of the public on election day. The current effort is attempting to conceive the future facility and undergo sufficient design costing in order to have plenty of information regarding the design of future facilities and their cost.

In addition to previous park district initiatives, the Village of Coal City had been attempting to engage public/private partnerships in order to have such a facility constructed without the creation of another governmental entity. These concepts included partnering with lease agents and different participants in order to raise the funds necessary to ensure debt to construct the facility could be paid. These partnerships ranged from partnering with the school district to multiple healthcare and non-profit agencies via complicated intergovernmental and redevelopment agreements. At the conclusion of each concept, it became more apparent that a new governmental entity designed to shoulder the burden for this debt is simply the best means of ensuring the success and long-term operation of such a facility.



Synergy
CONSTRUCTION GROUP
General Contracting | Design-Build | Development

2037 West Carroll Street | Chicago, IL | 60612
Office: 312 243 3700 | Fax: 312 243 3701 | www.syn-grp.com

Letter of Intent (LOI)

December 19, 2019

To: Matt Fritz
Village of Coal City
515 S. Broadway
Coal City, IL 60416

Re: Coaler Community Center
Letter of Intent

Dear Matt,

This letter will constitute an intent ("LOI") between The Village of Coal City ("Developer/ Owner") and Synergy Construction Group, LLC, ("SCG"), for the new construction of the building located at 755 S. Carbon, Coal City, IL (hereinafter, the "Project"). Specifically, Owner is interested in retaining SCG for Pre-Construction and General Contracting Services for the construction of the Project. The purpose of this LOI is to demonstrate the parties' commitment to the Project to allow SCG to proceed with preconstruction services. The following outlines the terms and conditions regarding the Project. Should this LOI be acceptable, please sign and return a copy to my attention. When appropriate, we will prepare a proposal inclusive of the final scope, cost and schedule projection so an AIA contract can be drafted and executed.

Terms & Conditions

Developer/ Owner:	Village of Coal City
Architect:	Kahler Slater
Property:	755 S. Carbon Hill Road Coal City, IL 60416
Anticipated Contract:	\$16,000,000 initial budget based on Coal City Budget dated referencing a new community center approximately 80,000 GSF of new construction. The Conceptual budget is to include SCG's general conditions for 52 week construction duration, but <u>excluding</u> permit costs, bonds, and consultant costs such as Structural, MEP Engineering & Architectural design fees. If the current scope of work is revised, the budget shall be revised accordingly. The anticipated contract amount is \$16,000,000 will be established once project documents are 75% complete. SCG has not budgeted the project at this time.



Preconstruction Fee:

Initial Programming	\$5,000
Concept Design	\$15,000
Schematic Design	NIC
Design Development	NIC
Construction Documents	NIC
Synergy Construction Group	\$20,000
Total	\$20,00

Retainer: \$5,000 will be paid upon execution of the LOI and balance paid based on monthly invoicing.

Initial Budget: Provided by owner as Target Goal

Budget Exclusions: TBD

Pre Construction Services: SCG's scope of work during the pre-construction phase of the Project to include but not limited to the following:

- Work with design team to facilitate effective design and provide (3) rounds of pricing in coordination with the design team consultants.
 - Pricing round 1 at Conceptual Budgeting (complete). Pricing round 2 at 75% complete Project Documents (to be used to establish contract amount).
 - Pricing round 3 when permit set complete.
 - A minimum of (3) independent bids per major trade during pricing round 2.
- Review and provide value engineering solutions for evaluation by the Developer throughout each round, limited to 3 items per round.
- Develop and maintain critical path schedule for managing the design, zoning, consultants and permit.
- Attend preconstruction calls/ meetings and coordinate agenda/ minutes on a biweekly basis.

Change Orders: Approved change orders will be marked up at 8% for general conditions, 1.8% insurance and 4% for fee.

Contract: Owner and SCG agree to use their good faith and reasonable efforts to consummate a fully executed AIA 104 agreement within (30) days of 75% complete project documents or date required to keep pace with overall project schedule, whichever is earlier.



Synergy
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General Contracting | Design-Build | Development

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Office: 312 243 3700 | Fax: 312 243 3701 | www.syn-grp.com

Construction Schedule: See attached.

Disclaimer:

The foregoing represents an outline of certain principal terms and conditions to be incorporated into a formal written agreement. The parties shall not be contractually bound unless and until they execute a formal construction agreement, which must be in form and content satisfactory to each party and its counsel in their sole discretion. Either Owner or SCG may, each in its sole discretion, terminate this Letter of Intent and the negotiations at any time upon written notice to the other. Any expenses incurred by SCG upon termination of this LOI will be reimbursed by Owner within 10 calendar days.

Please confirm that the above is consistent with your intentions by signing and returning the enclosed copy of this Letter.

Very Truly Yours,
Michael Pinelli
Michael Pinelli
Partner

Accepted:

The above terms and conditions are acknowledged and accepted by _____

on this ____ day of _____, 2019.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 8, 2019

RE: APPROVAL OF UPCOMING PW PURCHASES

Included within the FY20 budgeting process was the purchase of a new F250 Pickup Truck. The State of Illinois provides a joint purchase price for this vehicle, which has been provided. Darrell Olson shopped for local comparative prices in case the same vehicle could be secured locally, but the State bid provides the best purchasing value for the Village this year. The discussion surrounding this purchase allotted for \$15,000 of the purchase to be funded from the 01-41 Streets & Maintenance Program with the remainder to come from the Water/Sewer Fund balance. The latter portion was not amended within the budget, but shall be included within the year's end Resolution matching actual expenditures and revenues to those planned for the current fiscal year.

This vehicle will replace a 2008 F-250 and will come with the necessary features to include a V-plow receiving hitch, safety lights, and the super cab. The last option is becoming necessary due to the amount of specialized equipment that should be kept with the driver's cab rather than bouncing around within the bed of the truck. Since this is a replacement vehicle, the former vehicle will be available as surplus after the new vehicle's arrival.

Another discussion that occurs annually is the long-term capital improvement plan of the Village. Included within this plan is a replacement dump truck for the 1995 Dump Truck. This purchase is slated for the next fiscal year, FY21. However, the lead time for receiving a dump truck is extraordinary and it is necessary to order the equipment now in order to meet its obligation to operate in the winter of 2020/21. This equipment replacement is budgeted at \$160,000, but the State Contract price available at this time is \$152,438; \$75,072 of this cost is for the chassis, while the remainder is for all of the necessary equipment including a stainless steel box, plow, spreader, and liquid application tank. Upon approval from the Village Board, this item will be included within the upcoming FY21 Budget.

Recommendation:

Approve the purchase of two replacement vehicles within the PW Fleet, a Ford F-250 for \$39,673 & an International Dump Truck for \$152,438.



Rush Truck Center, Springfield

3441 Gatlin Dr
 Springfield, IL 62707
 (217) 523-5631

rushtruckcenters.com

Retail Sales Order

SALES ORDER		Date 11/19/2019	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		VILLAGE OF COAL CITY Customer's Name 515 SOUTH BROADWAY COAL CITY IL 60416	
Make International Series HV507	Year 2021 Body Type REFERENCED BELOW	Street COAL CITY State IL Zip 60416 (815) 634-8608	Federal Tax ID # Business Phone Fax
Color ORANGE #0311 Trim STANDARD	Serial # Stock # To be delivered on or about	Federal Tax ID # Business Phone Fax	Purchaser's Name Street City State Zip
STATE CONTRACT # 19416CMS BOSS4-B-2573 WAS USED TO PRICE THE FOLLOWING EQUIPMENT	TRUCK CHASSIS SPECIFICATIONS AS LISTED IN SALES PROPOSAL # 15101 DATED INCLUDES 11/19/2019	Federal Tax ID # Business Phone Fax David Mueller By Salesman	Truck Will be Titled in Grundy County.
BODY & MOUNTED EQUIPMENT AS LISTED IN MONROE TRUCK EQUIP. QUOTE # 4BD0003661 DATED 11/4/2019 Includes 2 of 3 Options For Stainless Steel Lines & Back-Up Camera	Sales Price 152,116.00 Factory Paid F.E.T. 0.00 F.E.T. Tire Credit 0.00 Total Factory Paid F.E.T. 0.00 Optional Extended Warranties 0.00 Sub-Total 152,116.00	LIENHOLDER INFORMATION Date of Lien Lien Holder	
Dealer Paid F.E.T. * 0.00 Local Taxes 0.00 License, Transfer, Title, Registration Fee 158.00 Documentary Fee 164.00 Total Cash Delivered Price 152,438.00 Total Down Payment 0.00 Unpaid Cash Balance Due on Delivery 152,438.00	Draft Through Manufacturer Rebate Total Used Vehicle Allowance * 0.00 Less Total Balance Owed 0.00 Total Net Allowance on Used Vehicle(s) 0.00 Deposit or Credit Balance 0.00 Cash with Order 0.00 *See Trade-in details on page 4	Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW. The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.	Customer's Signature Date David Mueller 11-20-2019 OFFER RECEIVED BY: SALES REPRESENTATIVE Date		
*SUBJECT TO ADJUSTMENT -- FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER	OFFER ACCEPTED BY: AUTHORIZED REPRESENTATIVE Date		
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			



rushtruckcenters.com

Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

Retail Sales Order

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$75,072.00

ABOVE FIGURE IS FOR A CHASSIS' ONLY (no body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-B-2573

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL SURCHARGES

Approved by Seller:

Accepted by Purchaser:

SALES REPRESENTATIVE 11-19-2019

VILLAGE OF COAL CITY

Official Title and Date

Firm or Business Name

David Mueller

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

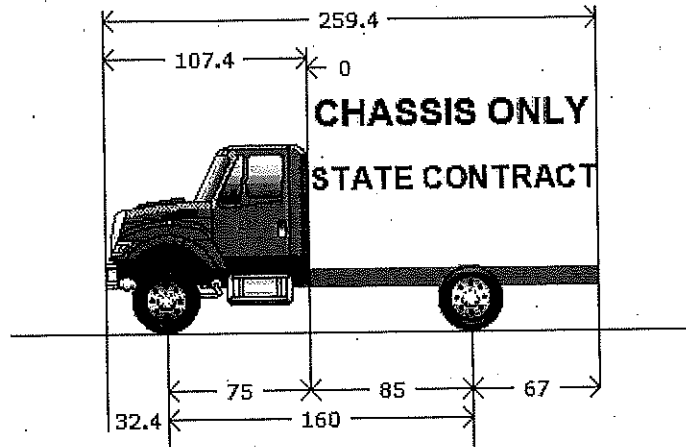
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Prepared For:
Coal City, Village Of
Darrell Olson
515 S Broadway St.
Coal City, IL 60416-1503
(815)634 - 8608
Reference ID: STATE CONTRACT

Presented By:
RUSH TRK CTR OF N IL
David R Mueller
4655 S CENTRAL AVE.
CHICAGO IL 606381547
708-496-7500



Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 37000. Calc. GVWR: 43000
DIMENSION:	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 67.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

Description

Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 67.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake

BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn

SLACK ADJUSTERS, FRONT {Haldex} Automatic

SLACK ADJUSTERS, REAR {Haldex} Automatic

BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DUST SHIELDS, FRONT BRAKE for Air Brakes

DUST SHIELDS, REAR BRAKE for Air Brakes

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2

AFTERTREATMENT COVER Steel, Black

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

Description

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab

RADIO AM/FM/CD/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

JUMP START STUD Remote Mounted

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed

RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

Description

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 24" Back of Cab

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Heated, Bright Heads, Black Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

ARM REST, RIGHT, DRIVER SEAT

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

Description

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

WINDSHIELD WIPER BLADES Snow Type

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims; Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

Cab schematic 100WK

Location 1: 0311, Omaha Orange (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

MUNICIPAL LICENSE PLATE & NEW TITLE FEE

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$75,072.00

ABOVE FIGURE IS FOR A CHASSIS' ONLY (no body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-B-2573

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL SURCHARGES

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

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The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.