

COAL CITY VILLAGE BOARD MEETING

WEDNESDAY
APRIL 10, 2019
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 March 20, 2019
4. Approval of Warrant List
5. Public Comment
6. Ordinance 19-12 Amending the FY2019 Budget

7. Resolution 19-06

Resolution & Dedication of Right-of-Way
For Oak Street west of DiPaolo

8. Adoption of FY20 Water/Sewer Utility Rates

9. Report of Mayor

10. Report of Trustees:

S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
N. Nelson

11. Report of Village Clerk

12. Report of Village Attorney

13. Report of Village Engineer

14. Report of Chief of Police

15. Report of Village Administrator

16. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 10, 2019

RE: AMENDMENT TO THE FY19 BUDGET

Each year, the Village Board considers a Budget Amendment Resolution in order to review its budget plan with the actual expenditures that took place within the year. This past fiscal year the Village Board reviewed utilizing existing funds to pay off debt prior to scheduled requisite payments. These policy decisions require some adjustment to the budget to allow for the expenditure capability to spend the proceeds that have been received to make such large payments.

Although there are still payments remaining on the Village's IEPA payments for water and sanitary projects, the influx of additional accounts over the lifetime of the loan has resulted in the capability to make these payments prior to the end of this fiscal year. Lastly, there was a closing within the UP served industrial park resulting in a large receipt of required development fees that will be utilized to pay down debt as well. The receipt of this large \$793,000 payment has been included and shall appear within the audit as well.

Aside from these large items, there are other smaller items that are recorded in order to provide the necessary spending capability. Each of these expenditures have been approved as public policy, but the final FY19 Budget will be amended to reflect these changes. Most of these amendments come along with offsetting revenue. Please note, although the 01-71 EMA expenditure on the Tahoe did not come along with revenue, the program has achieved a large grant in the prior year and was utilizing fund balance.

The Resolution, to be considered this evening, aligns the adopted FY19 Budget with actual expenditures.

Recommendation:

Adopt Resolution No. ____: Amending the FY19 Budget to Allow for Necessary Expenditures.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE FY19 ANNUAL BUDGET TO ALLOW
NECESSARY EXPENDITURES**

WHEREAS, certain expenditures planned by the Board of Trustees were not included within the FY19 Annual Budget, but are necessary to maintain the infrastructure and municipal services for Village residents; and

WHEREAS, sound fiscal and budgeting policies provide for a regular fund reserve increase within the operational funds of the Village each year; and

WHEREAS, Resolution 16-05 adopted a policy whereby the Village shall maintain a minimum General Fund Balance of \$1.2 million; and

WHEREAS, the Mayor and Trustees of the Village Board desire to make expenditures according to the amendment outlined below.

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:

1. 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.
2. The Village Administrator shall amend the FY19 Budget with the changes provided in Exhibit A.

SO ORDAINED this _____ day of April, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Attest:

Terry Halliday, Mayor

Pamela M. Noffsinger

EXHIBIT A

FY19 Budget			Adjustment		
Line Item	Description	Est. E-O-Y Balance	Line Item	Description	Amount
01-11-928	Misc. - Property Taxes paid to the CC Area Club	(32,242)			
01-31-533	Legal Services	(28,959)			
01-31-535	Engineering Services	(30,546)			
01-71-830	Capital Layout	(7,450)			
			01-00-326	Cable Franchise Fees	15,138
			01-00-347	Local Use Tax	18,200
			01-00-348.2	Grants	34,850
			01-00351	Fines, Court Fees	2,170
			01-00-389	Miscellaneous	59,505
15-00-652	Road Construction	(45,000)			
18-00-953	School Fee Payments	(6,302)			
			18-00-393	School Fees Collected	6,302
20-00-548	Increased Annual IGA Paym.	(7,329)			
			20-00-311	Property Taxes	7,329
35-00-850	Final Water Meter Payment	(45,000)			
41-00-720	Debt Payments	(86,450)			
			41-00-311	Property Taxes	68,315
			41-00-318	Development Acreage Fee	793,000

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 10, 2019

RE: DEDICATION OF FREDIN PROPERTY RIGHT-OF-WAY

The Village of Coal City has begun to work on the Coaler Lift Station Replacement Project. The total cost of this project exceeds the total grant funds, which required a greater amount of caution as the Board considered the total scope of the project. A portion of discussion at the last meeting centered around the requirements on the Village's behalf in order to receive a portion of land to be dedicated for the future roadway west of DiPaolo to join two portions of Oak Street.

Following the Board's discussion of the topic, the land owner, Jim Fredin, was approached regarding the details of the land dedication. The prepared agreement shall dedicate all of the necessary right of way (ROW), which shall allow the placement of sanitary in line as designed along the north side of the dedicated ROW. There is no requirement on the Village's behalf to construct the road immediately. There is an allowance for three sanitary taps to be provided at the time of construction; this improvement is an allowable line item expense under the provision of the grant project.

Approving this Resolution shall allow the Village to construct the sanitary improvement as designed without any requirement with the land owner to complete the unfinished portion of street.

Recommendation:

Adopt Resolution 19-06: Dedicating Right-of-Way for Oak Street west of DiPaolo.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO A DEDICATION AGREEMENT
WITH FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO
FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS
60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS
OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND
KNOWN AS TRUST NUMBER 221, FOR PURPOSES OF CONNECTING OAK
STREET AND INSTALLING PUBLIC UTILITIES THEREIN**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

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

on _____, 2019

RESOLUTION NO. _____

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WITH FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO
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60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS
OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND
KNOWN AS TRUST NUMBER 221, FOR PURPOSES OF CONNECTING OAK
STREET AND INSTALLING PUBLIC UTILITIES THEREIN**

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, Section 3 of the Plat Act (765 ILCS 205/3) provides that a statutory dedication of land occurs when a) a property owner files or records a plat that marks or notes the portions of the land as donated or granted to the public; and b) a public entity accepts the dedication; and

WHEREAS, FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND KNOWN AS TRUST NUMBER 221, FOR PURPOSES OF CONNECTING AND COMPLETING OAK STREET AND INSTALLING PUBLIC UTILITIES THEREIN ("Owner") owns that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-183-006 and legally described on Exhibit A (the "Property") of the *Street Dedication and Improvement Agreement* attached hereto as **Exhibit 1** (the "Agreement"); and

WHEREAS, the Village desires to install, own, operate and maintain a sanitary sewer and related attachments, equipment and appurtenant structures (the "Sanitary Sewer Facilities") in, to, upon, over, across, under and through a portion of the Property as shown and legally described on the attached "Right-of-Way Conveyance Plat" attached as Exhibit B to the Agreement (the "Dedicated Property"); and

WHEREAS, the Sanitary Sewer Facilities will benefit Village residents and the occupants of any future residential development on the Property; and

WHEREAS, Owner desires to dedicate the Dedicated Property to the Village for public utility purposes and possible public street or highway purposes in the event of eventual improvement of Oak Street to yield a continuous public roadway; and

WHEREAS, the Agreement will enable the Village to provide and enhance essential services to Village residents and the potential for improved motor vehicle circulation within the Village in the future; and

WHEREAS, the Corporate Authorities have considered the terms and conditions of the Agreement and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

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

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

SECTION 2. ENACTMENT.

A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Clerk is further authorized and directed to record the Agreement at the Grundy County Recorder of Deeds following mutual execution by all parties. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

B. The Village accepts the dedication of all of the right, title, and interest in the Dedicated Property as of the date on which the Agreement is executed by all parties thereto. At such time, the Village Clerk is authorized and directed to record the Right-of-Way Conveyance Plat at the Grundy County Recorder of Deeds.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

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

SECTION 5.

EFFECTIVENESS.

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

SO RESOLVED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2019.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

STREET DEDICATION AGREEMENT

Appended on following pages

This document prepared by
and after recording should be
sent to:

Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

**DEVELOPMENT AGREEMENT REGARDING STREET DEDICATION AND
IMPROVEMENTS**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the "**Village**") and FMB, AS TRUSTEE UNDER THE PROVISIONS OF JOLIET TRUST NO. 221, A TRUST AGREEMENT DATED _____ ("**Owner**").

W I T N E S S E T H:

- A. The Village is the owner of a public right-of-way known as Oak Street.
- B. Owner is the owner of that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-183-006 and legally described on Exhibit A attached hereto and made a part hereof (the "**Property**").
- C. Oak Street dead-ends at the Property.
- D. Oak Street is improved for vehicular traffic west of the Property and most points to the east of the Property.
- E. Uniting the improved stretches of Oak Street west and east of the Property would afford a more direct and continuous east-west route through the Village for residents and first responders.
- F. Extending the improved portions of Oak Street would improve vehicular access to and the value of the Property.
- G. The Village desires to install, own, operate and maintain a potable water line and related attachments, equipment and appurtenant structures (the "**Water Facilities**") in, to, upon, over, across, under and through a portion of the Property shown on the attached Plat of Dedication attached hereto as Exhibit B (the "**Dedicated Property**"). The Water Facilities will benefit Village

residents and the occupants of any future residential development on the Property.

H. The Village and Owner (collectively, the **"Parties"**) have negotiated the terms associated with Owner's dedication of a portion of the Property to the Village as shown on the attached Plat of Dedication attached hereto as **Exhibit B** (the **"Dedicated Property"**).

I. The Village is willing to accept such dedication and to convert and improve the dedicated property to a public right-of-way for roadway purposes.

J. The Parties mutually desire that Owner dedicate the Dedicated Property to the Village and that the Village improve the Dedicated Property with the Water Facilities and for roadway purposes and wish to confirm their respective obligations to each other in this Agreement, as a condition of the Village accepting the public right-of-way dedication.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the Parties.
2. **Plat of Dedication.** The Village has prepared, at its expense, a Plat of Dedication showing the dedication of the Dedicated Property to the Village for public right-of-way. Owner shall sign the Plat of Dedication. The Village shall approve the Plat of Dedication and shall sign and record the Plat. Owner shall have no payment obligation with regards to the preparation and approval of this Plat. Owner further agrees to cause the Dedicated Property to be conveyed to the Village by quitclaim deed (in addition to the recording of the Plat of Dedication) to the extent such conveyance is deemed convenient or necessary to effectuate the purposes of this Agreement. There shall be no encumbrances on the Dedicated Property including but not limited to special service areas, recapture fees, mortgages, liens or any other financial obligation.
3. **Village Improvements.** The Village is responsible and obligated to patch and resurface the dedicated right-of-way to Village street standards. In the event that the Village causes any damage to the Property during the course of construction, the Village shall promptly repair and restore said Property at the Village's expense. The Village intends to bundle this road improvement project with other road improvement and infrastructure projects performed in the immediate area to obtain maximum cost savings for Village taxpayers, and this road improvement work is subject to budgetary constraints of the Village. Nonetheless, the Village anticipates performing this road improvement work within one (1) year from the effective date of this Agreement.
4. **Village Maintenance.** Upon the recording of the Plat of Dedication, the Village shall thereafter be solely responsible for the maintenance of the dedicated right-of-way. This maintenance includes snow removal, patching and other required maintenance. Once the dedicated right-of-way is initially improved by the Village, the Village shall continue to be solely responsible

for the maintenance thereof.

5. **Shared Cost of Improvements.**

A. In consideration for the mutual respective rights and obligations hereunder, the Parties have agreed to evenly share the cost of the initial improvement of the Dedicated Property to Village street standards. The itemized cost of such initial improvements shall be appended to this Agreement as **Exhibit C** and shall hereafter be known as the "Dedicated Property Improvement Cost." The Parties agree that the Improvement Cost shall be computed on a pro-rata per-square footage basis and shall be exclusive of the costs of installing the Water Facilities thereunder.

B. Until the Village is paid 50% of the Dedicated Property Improvement Cost (the "**Owner's Share**"), this Agreement shall be a lien against the Property in the amount of the Owner's Share. Said lien shall be deemed perfected on the date this Agreement is recorded against the Property. The Village may enforce such lien in foreclosure proceedings as permitted by law.

6. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds and each party hereto hereby authorizes the other party to so record this instrument.

7. **Indemnification and Release of Claims.** Village hereby agrees to and shall protect, defend, indemnify, and hold harmless Owner from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Village, its agents, employees and contractors, and those claiming by, through or under the Village.

8. **Insurance.** Village shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Owner from all claims that may arise out of or result from the Agreement or any work performed to improve the Dedicated Property.

9. **Amendments.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Village and Owner.

10. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Owner:

With a copy to:

Village:

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

With a copy to:

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

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

11. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

12. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys’ fees, court costs and related costs.

13. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party’s exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

14. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

15. **Severability.** If any provision of this Agreement or the application of any provision

to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

16. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

OWNER:

FMB, AS TRUSTEE UNDER THE PROVISIONS OF JOLIET TRUST NO. 221, A TRUST AGREEMENT DATED _____

Name: _____

Its: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as Trustee Under the Provisions of Joliet Trust No. 221, a Trust Agreement Dated ____ ("Trust"), personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Trustee, appeared before me this

day in person and acknowledged that they signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary acts of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2019.

Notary Public

THE VILLAGE:

ATTEST:

VILLAGE OF COAL CITY, an Illinois
Municipal Corporation

By: _____
Village Clerk

By: _____
Name: Terry Halliday
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terry Halliday, President of the VILLAGE OF COAL CITY, and Pamela Noffsigner, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2019.

Notary Public

EXHIBIT A

"Property"

INSERT LEGAL DESCRIPTION

P.I.N.: 09-03-183-006

EXHIBIT B

Dedication Plat

Appended on following page(s)

LEGEND

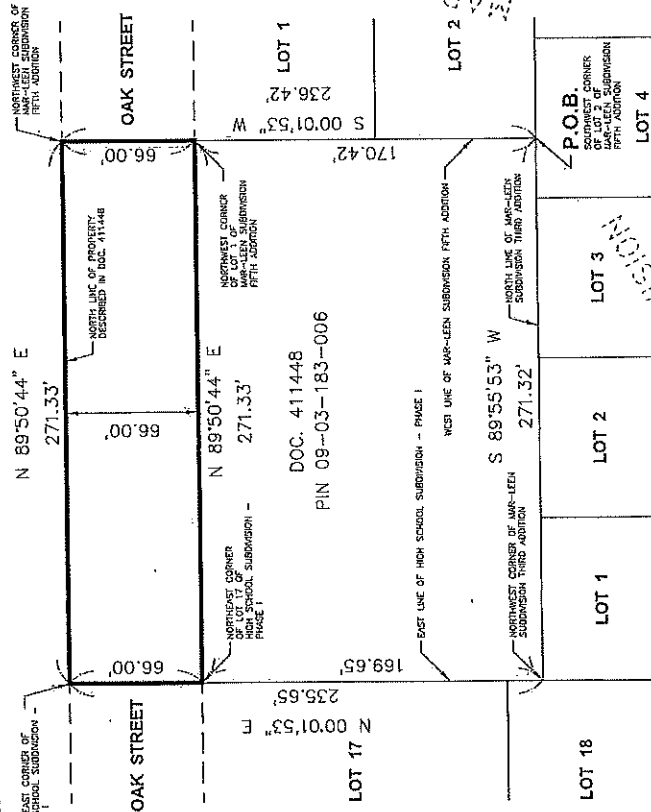
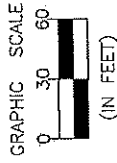
BOUNDARY OF PROPERTY
TO BE CONVEYED TO THE
VILLAGE OF COAL CITY

EXISTING RIGHT-OF-WAY LINE

P.O.B. POINT OF BEGINNING

RIGHT-OF-WAY CONVEYANCE PLAT FOR

PART OF THE NORTHWEST QUARTER OF SECTION 3,
T. 32 N., R. 8 E. OF THE 3RD P.M.
VILLAGE OF COAL CITY
MARCH, 2019



LEGAL DESCRIPTION

The North 66.00 feet of the following described property:

Commencing at the Southwest Corner of Lot 2 of Mar-Leen Subdivision Fifth Addition, being a subdivision located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East, of the Third Principal Meridian, said point being the Point of Beginning; thence South 89 degrees 55 minutes 53 seconds West along the North Line of Mar-Leen Subdivision Third Addition for a distance of 271.32 feet to the Northwest Corner of said Third Addition; thence North 00 degrees 01 minutes 53 seconds East for a distance of 235.65 feet; thence North 89 degrees 55 minutes 53 seconds East for a distance of 271.33 feet to the Northwest Corner of Mar-Leen Subdivision Fifth Addition; thence South 00 degrees 01 minutes 53 seconds West along the West Line of said Fifth Addition for a distance of 235.65 feet to the Point of Beginning, containing 1.47 acres, more or less, all located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East, of the Third Principal Meridian, Village of Coal City.

Total Right-of-Way required is 0.411 acres more or less.

SURVEYOR'S CERTIFICATE

I, Scott M. Spoyer, Illinois Professional Land Surveyor, do hereby certify that I have surveyed the lands herein shown and that the above plat is a true and correct representation of said survey and conforms to the Illinois Plat Act, Section 1(b)(6).

Dated at Peru, Illinois this 18th day of March, 2019.

By: Scott M. Spoyer
Illinois Professional Land Surveyor No. 035-003645
Chamlin & Associates, Inc.
Expiration date: Nov. 30, 2020

PROFESSIONAL DESIGN FIRM
LICENSE NO. 035-003645
www.chamlin.com



FIRST MIDWEST TRUST COMPANY,
NATIONAL ASSOCIATION, SUCCESSOR
IN INTEREST TO FIRST MIDWEST BANK / ILLINOIS,
NATIONAL ASSOCIATION, OF 121 N. CHICAGO STREET,
JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR
SUCCESSORS AS TRUSTEE UNDER THE
PROVISIONS OF A TRUST AGREEMENT DATED
THE 10TH DAY OF DECEMBER 1974 KNOWN AS
TRUST NUMBER 221

TOTAL HOLDING	=	1.47 AC.	[63,994 SQ. FT.] ±
TOTAL R.O.W. REQUIRED	=	0.411 AC.	[17,908 SQ. FT.] ±
AREA IN EXISTING R.O.W.	=	0 AC.	[0 SQ. FT.] ±
NET AREA REQ'D	=	0.411 AC.	[17,908 SQ. FT.] ±
REMAINDER	=	1.06 AC.	[46,086 SQ. FT.] ±

HIGH SCHOOL SUBDIVISION
PHASE 1
DOC. 336073

MAR-LEEN SUBDIVISION
FIFTH ADDITION
DOC. 320463

MAR-LEEN SUBDIVISION
THIRD ADDITION
DOC. 286691

MEMO

DRAFT

TO: Mayor Halliday & the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 10, 2019

RE: FY20 UTILITY BILLING RATE INCREASE RECOMMENDATION

Each year, the Village reviews its Combined Water & Sewer Utility rate and estimates total expenses according to the formula $C = OMR + CI + DS/WS$; i.e. The total charge per gallons equals the cost for operation, maintenance and replacement plus capital improvement and debt service all divided by the total usage expected to take place in one year's time. This information is provided below.

Despite the recommendation of a rate increase to follow, **all residential bills will be decreased due to the elimination of two surcharges on the bi-monthly billings.** Due to the payment of two existing IEPA loans, the Village shall no longer collect \$22.42 in charges each billing resulting in over \$130 of savings per residence. Taking into account the additional revenues from items such as meter sales and late fees, the utility should adopt at least a 5% increase in rates for the current year; in order to charge an amount equal to its regular annual cost, the utility would need to increase total sales 9.5%.

As of this past year, the Village has fully implemented a plan whereby all of the water meters within the Village have been replaced resulting in more accurate flow of the water being distributed and lessening the amount of water loss within the utility system (this is the amount of water that is distributed but not billed). This adjustment is the greatest factor in reducing utility rates due to the annual costs being divided amongst additional user fee revenues being collected.

Operations (O) = \$985,653

Personnel expenditures of \$569,556 and other operational costs within the proposed FY19 budget at \$416,097.

Maintenance (M) = \$284,000

The repair and maintenance line items included within the budgeted line items allow for the regular expenditures on infrastructure throughout the year. Items to be purchased within this year's budget include a winch attachment for maintaining the pumps throughout the system, a sludge transfer pump, and the replacement of a section of water main providing service for the business district south of the railroad tracks.

Replacement (R) = \$45,000

Budgeting an amount of asphalt patching has been included to restore the ground around the infrastructure replacement items that occur on an annual basis.

Capital (CI) = \$10,000

This item is the capital expense necessary to finance utility needs over multiple fiscal years. The amount set aside within this year's budget is significantly lower due to the amount of ongoing debt service payments for items that have been purchased in past years.

Debt Service (DS) = \$342,222

Those items that have been purchased over multiple years and have annual payments are set aside within this item.

Water Sold (WS) = 125,060

This amount shows an increase in the rate of utilization versus the total usage in years prior to last year's rate. This rate reflects the increased usage being registered due to the water meter replacement program; greater usage allows the rate to increase a lesser overall amount.

	<u>FY18 Rate</u>	<u>FY19 Rate</u>	<u>FY20 Rate</u>	<u>Change from last rate</u>
Operations (O)	\$1,059,671	\$1,016,906	\$985,653	(\$31,253)
Maintenance (M)	105,600	156,700	284,000	127,300
Replacement (R)	5,000	5,000	45,000	40,000
Capital (CI)	271,202	290,034	10,000	(280,034)
Debt Service (DS)	195,278	195,278	342,222	146,944
Water Sold (WS)*	120,406	125,060	125,060	-

*Number represents thousands of gallons consumed

This formula results in total charges of \$1,600,343 being collected from 125,060,000 gallons of consumption. If the Village did not have a decelerating rate structure, the flat rate cost for 1,000 gallons of water would equal \$12.80. The amount of revenues collected from the water/sewer rate represents 90% of the annual revenues for the utility; the remainder comes from other line items such as penalty fees which offset the remaining annual expense for providing this utility.

If the Board was reliant solely upon the water/sewer rate for all of the revenues to fund the Utility Fund (#51), an increase of 9.5% would be necessary. In order to increase the necessary revenues for the utility, \$76,210 is needed; this increase equals a rate increase of 5.0%.

Garbage Collection Fee

The Village will enter its seventh year of a long-term contract with Waste Management for the provision of garbage collection services. Last year, the Village increased its Garbage Collection rate by \$1.00 per month. Despite this upcoming year's rate will increase of \$0.46 per household per month the current fund balance within Fund #52 shall allow the Village to wait another year prior to adding any additional revenues for the garbage collection fees. The current contractual rate provided by Waste Management is \$20.40 per month, which increases to \$20.86 in October.

Recommendation:

Increase the utility rates for the upcoming fiscal year with the billing to be provided to residents in April as follows:

<i>Water Usage</i>	<i>Water & Sewer Rate</i>	<i>Water Only</i>
0 – 5,999	\$ 11.91	\$7.75
6,000 – 20,999	13.28	8.63
21,000 – 40,999	12.75	8.29
41,000 +	12.08	7.85

The Garbage Fee shall remain unchanged at \$21.00 per month or \$42.00 per billing.

Base Rate Increase

5.0%

FY20 Updated Rate							
Usages -		Minimum	Savgs.		Average	Savgs.	
						Maximum	
Rate A	11.34	1,000			3,000	5,000	
	Water/Sewer	11.34	11.91		34.02	56.70	59.54
	Garbage	42.00	42.00		42.00	42.00	42.00
	Surcharge	22.42			22.42	22.42	
		75.76			98.44	121.12	
		W/increased rate	53.91	28.8%		77.72	21.0%
							101.54 16.2%
Rate B	12.65	6,000			9,000	13,000	
	Water/Sewer	69.35	72.82		107.30	157.90	160.74
	Garbage	42.00	42.00		42.00	42.00	42.00
	Surcharge	22.42			22.42	22.42	
		133.77			171.72	222.32	
		W/increased rate	114.82	14.2%		152.14	11.4%
							202.74 8.8%
Rate C	12.14	21,000			26,000	32,000	
	Water/Sewer	258.59	266.46		319.29	392.13	406.68
	Garbage	42.00	42.00		42.00	42.00	42.00
	Surcharge	22.42			22.42	22.42	
		323.01			383.71	456.55	
		W/increased rate	308.46	4.5%		372.19	3.0%
							448.68 1.7%
Rate D	11.50	166,000			166,000		
	Water/Sewer	1,938.25			1,938.25	2,030.10	
	Garbage	-			-		
	Surcharge	22.42			22.42		
		1,960.67			1,960.67		
		W/increased rate				2,030.10	3.5%

Base Rate Increase

9.0%

FY20 Updated Rate						
Usages -	Minimum	Savgs.		Average	Savgs.	Maximum
Rate A	11.34	1,000		3,000		5,000
Water/Sewer		11.34	12.36	34.02	37.08	56.70
Garbage		42.00	42.00	42.00	42.00	42.00
Surcharge		22.42		22.42		22.42
		75.76		98.44		121.12
		W/increased rate		54.36	28.2%	79.08
Rate B	12.65				19.7%	103.80
		6,000		9,000		13,000
Water/Sewer		69.35	75.59	107.30	112.40	157.90
Garbage		42.00	42.00	42.00	42.00	42.00
Surcharge		22.42		22.42		22.42
		133.77		171.72		222.32
		W/increased rate		117.59	12.1%	154.40
Rate C	12.14				10.1%	205.00
		21,000		26,000		32,000
Water/Sewer		258.59	272.76	319.29	338.92	392.13
Garbage		42.00	42.00	42.00	42.00	42.00
Surcharge		22.42		22.42		22.42
		323.01		383.71		456.55
		W/increased rate		314.76	2.6%	380.92
Rate D	11.50				0.7%	460.31
				166,000		
Water/Sewer				1,938.25	2,103.58	
Garbage				-		
Surcharge				22.42		
				1,960.67		
		W/increased rate				2,103.58
					-7.3%	

Save the Date
Saturday, May 18th at
1:00 PM

Fallen, But Not Forgotten

Coal City Public Library District
85 N. Garfield St.
Coal City, IL 60416
(815) 634-4552
www.ccpld.org

Colonel Ward Nickish will discuss the search and recovery of POW/MIAs from Southeast Asia, Korea, and World War II. Learn about the scientific processes used to identify the recovered remains and return them to the service member's family. This event takes place at the Coal City Performing Arts Center (Coal City High School Auditorium), 655 W. Division Street, Coal City, IL 60416.



So: Jerry, Matt, Pam & Kristi, &
everyone at Village Hall.

We would like to thank-you
so very much for your kind words
& prayers during our grief.

Thank you also for the
beautiful arrangement.

Your words & presence
during this difficult time are
deeply appreciated as we feel
the loss of our beautiful son Jacob.

Sincerely,
Mike, Jen & Jacob's
entire family.

The family of
Jacob "Jake" R. Perry
thanks you for your
kind expression of
sympathy

Coal City Police Department
Weekly Summary of Activities
Thursday 03-14-19 – Wednesday 03-20-19

During this period, there were 50 calls for service, 18 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

03-18-19 at 4:52 AM, police responded to an E. Division St. gas station with a report someone tried to pass a counterfeit bill. The attendant stated a male black entered the station and gathered a few items for purchase. When the attendant advised him the \$100.00 bill was counterfeit he grabbed the bill from her hand and left the store. A surveillance video was obtained of the incident.

03-20-19 at 1:53 PM, police responded to the police department and spoke with a Gilman IL. Resident regarding retrieving some personal items. The complainant stated she wanted police to escort her to the residence to retrieve a Direct TV and internet boxes since the bill was in her name and she wanted to cancel the service. Police were able to resolve this incident when the resident returned the items.

Arrest Incidents

Disobeying a Traffic Control Device	1
Speeding	4
Failure to Yield	1
Possession of Cannabis <10 grs.	1
Speeding – School Zone	1
Disobeying a Stop Sign	1
Possession Cannabis >30-100 grs.	1
Possession Drug Paraphernalia	1
Operating a Hand Held Device while Driving	1
Expired Registration	1
Warrant	1

Coal City Police Department
Weekly Summary of Activities
Thursday 03-21-19 – Wednesday 03-27-19

During this period, there were 41 calls for service, 14 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

03-23-19 at 1:08 PM, police responded to a N. Irving St. for a neighbor complaint. The complainant stated his neighbor came over and stated his son was placing dog waste on his property. The complainant also said he has had his property surveyed and knows it is his property. Police advised both parties to speak with Bob Malone the village's building inspector regarding property lines.

03-26-19 at 12:43 PM, police responded to a Daisy Pl. apartment for a domestic disturbance call. The complainant stated her adult son was in the process of moving out of the apartment when he started throwing things around and kicking the screen door. The offender left the apartment before police arrived but police were able to make contact with him and escorted him to retrieve the rest of his personal belongings.

Arrest Incidents

Speeding	2
Operating a Hand Held Device while Driving	4
Speeding – School Zone	1
Failure to Yield	1
Expired Registration	2
No Valid Registration	1
Operating an Uninsured Motor Vehicle	1
Tinted Front Windshield	1

2019 TOTAL CALLS

[illegible]

2019 DISPATCHED CALLS

[illegible]

2019 CALL REQUIRING A REPORT

[illegible]

2019 CRIMINAL CHARGES

[illegible]

2019 TRAFFIC CITATIONS

[illegible]

2019 TRAFFIC CRASHES

[illegible]

2019 D.U.I.

[illegible]

2019 VERBAL WARNINGS

[illegible]

2019 P-TICKETS

[illegible]