

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
MAY 27, 2020
7:00 P.M.**

(Immediately Following the Public Hearing)

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

Members of the public can participate in four ways:

1. Attend the meeting at the Village Hall, which will be open to the public for the Public Hearing with appropriate social distancing safeguards in place.
2. Leave a voicemail comment in advance of the meeting by calling 815-634-8608. The prerecorded comment will be played during the virtual meeting up to a maximum of 3-minutes. The deadline to submit this voice mail is 12:00 p.m. on Wednesday, May 27, 2020.
3. Send an email to pnoffsinger@coalcity-il.gov. These emailed comments will be read by the Village Clerk up to the maximum of 3 minutes. The deadline to submit this is 12:00 p.m. on Wednesday, May 27, 2020.
4. Participation in the meeting remotely via *Zoom* video conference. Citizens must indicate they intend to participate in public comments by 12:00 p.m. on Wednesday, May 27, 2020. Citizens will receive a maximum of 3 minutes for public comment at the meeting.

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes May 13, 2020
4. Approval of Warrant List
5. Public Comment
6. Ordinance 20-07 Permit to Allow Outdoor Dining of Certain
Businesses which Meet Village License
Requirements
7. Resolution 20-15 Supporting Down State Stabilization Partnership
With La Piazza Ristorante
8. Resolution 20-16 Supporting the Revolving Loan Program with
Mueller Custom Cabinetry
9. Resolution 20-17 Supporting the Revolving Loan Program with
Major School of Dance
10. Resolution 20-18 Easement Agreement for Storm Sewer Facilities
With Delores J. and Christi L. Anderson
11. Resolution 20-19 Easement Agreement for Storm Sewer Facilities
With Kristin R. Wills
12. Authorizing Final Payment to Chamlin Engineering for the North
Broadway Phase 1 Preliminary Engineering

13. Authorizing Annual Dispatch Fees to the Grundy County Emergency 911 Board in the amount of \$95,573.58

14. Report of the Mayor

15. Report of the Trustees:

S. Beach

T. Bradley

D. Spesia

D. Greggain

R. Bradley

D. Togliatti

16. Report of Village Clerk

17. Report of Village Attorney

18. Report of Village Engineer

19. Report of Chief of Police

20. Report of Village Administrator

21. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 27, 2020

**RE: ADOPTION OF LICENSING TO ALLOW FOR RESTAURANTS & BARS
TO OPERATE WITHIN THE VILLAGE RIGHTS OF WAY**

The State of Illinois has rolled out a 5-phase recovery effort in order to return to normal to carry out business across the State. Although Coal City is currently in Phase 2, Phase 3 is set to open up as soon as Friday, May 29th. Restaurants and bars, which were formerly set to only be able to maintain curbside pickup may now operate outdoors with full wait staff as long as they follow a list of guidelines. Primarily, these requirements include the wait staff continuing to utilize face mask protection, tables being positioned more than 6' apart to allow guests to dine al fresco without coming within 6' of other tables and no more than 6 people of the same family may congregate at a table.

In order to assist with this capability, the Village staff is set to assist the Village's restaurants and bars by opening and closing roadways on a routine basis over the next four weeks and moving around picnic tables routinely utilized for outdoor festivals to accommodate outdoor seating. There are three businesses, My Happy Cafe, Don's Beer Store, and La Piazza whom possess a portion of offstreet parking adjacent to their business that may prove beneficial to accommodate picnic tables to be provided by the public works staff. The remaining bars and restaurants may acquire a license to operate on the village rights of way (ROW) to be provided on a regular basis during this phase of restrictions.

The initial plan shall provide additional picnic tables for the businesses with their own parking areas who may then take advantage of accommodating customers during normal business hours as their lighting allows. Those locations taking advantage of the village's ROWs shall be limited to those times at which the roadways may be successfully shutdown striking the balance between the need to be open for commerce versus being available to accommodate these locations to provide space for their dine-in clientele. Thus, portions of S. Broadway and Park Street shall be closed Wednesday through Friday evenings from 5:30pm until 11:00pm. On Saturday, public works will close the same portions down at 4:00pm and keep them closed until re-opening at 8:00pm on Sunday evening.

These are the initial closure times and are subject to change as the days progress for local businesses and it is revealed how popular these spaces are utilized while they are made available from May 29th until June 27th. Businesses must enter into a "hold harmless and indemnification agreement" with the Village as well as add the Village of Coal City as an additional insured onto their respective policies. Due to the short turnaround from Governor Pritzker's announcement to

the capability of dining in this manner, not all bars and restaurants may be ready for this change, but upon adoption of a plan by the Village they shall be informed of its availability.

In addition to the requirements of the Village of Coal City, the State of Illinois has provided a guide for restaurants and bars to operate dining outside of their building (which has been attached). Should the Board approve this plan, the final hours may still be adjusted by staff as the month goes on. For instance, if feedback from restaurants is that Wednesday night simply is not profitable, it will be eliminated to remove a portion of the ROW preparation that is required of Public Works.

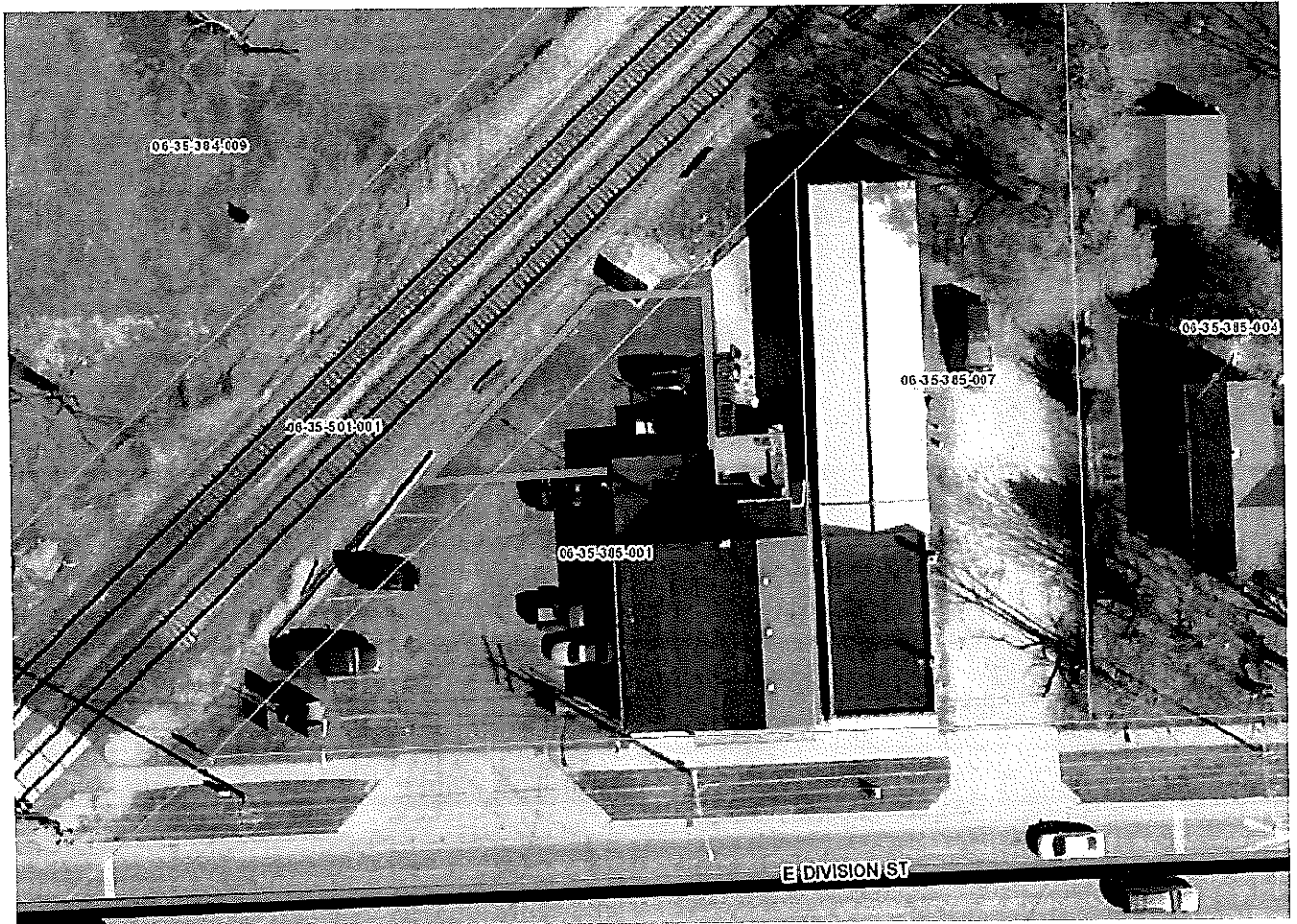
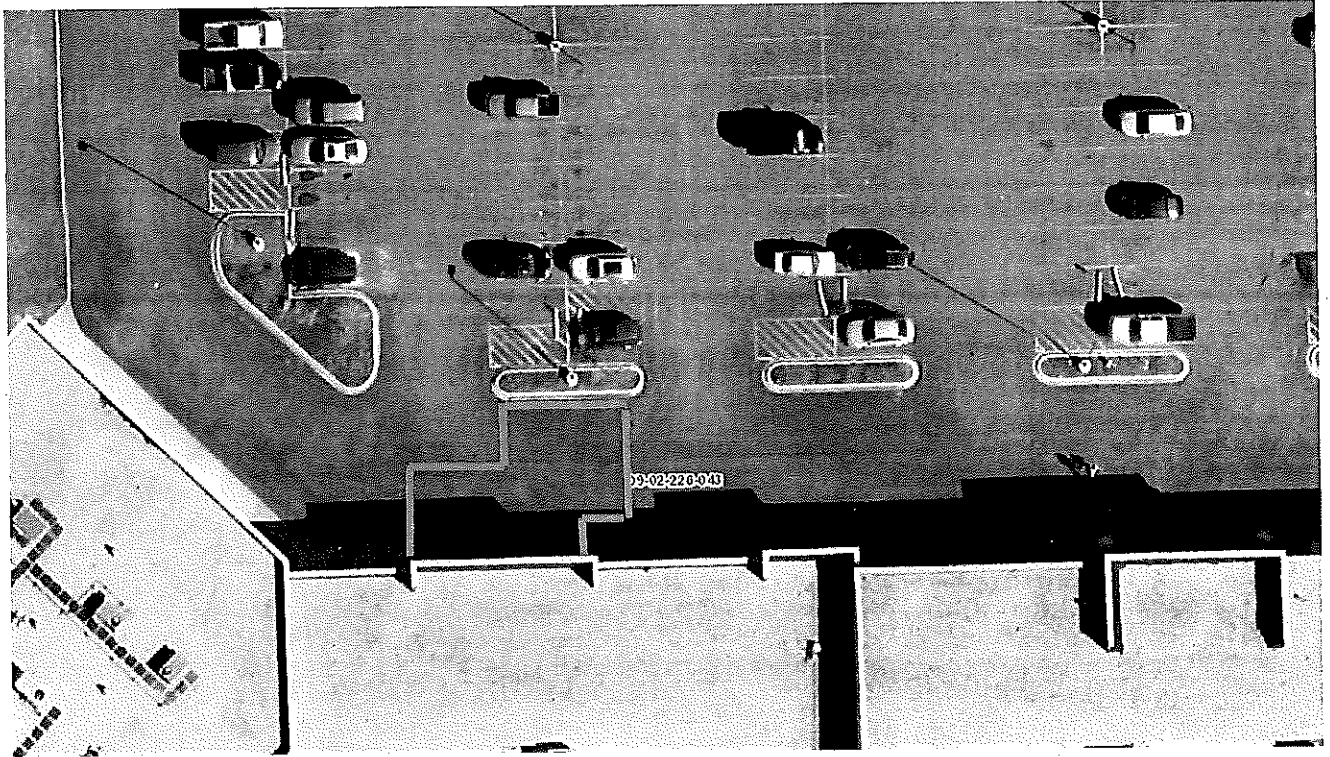
It is expected D Construction will likely provide its final course of asphalt in much these areas which will provide additional complications and require cooperation from everyone involved. Please note, businesses may utilize their own tables and chairs, but it is foreseen that picnic tables will prove to be the most viable option for most participating food and drink establishments.

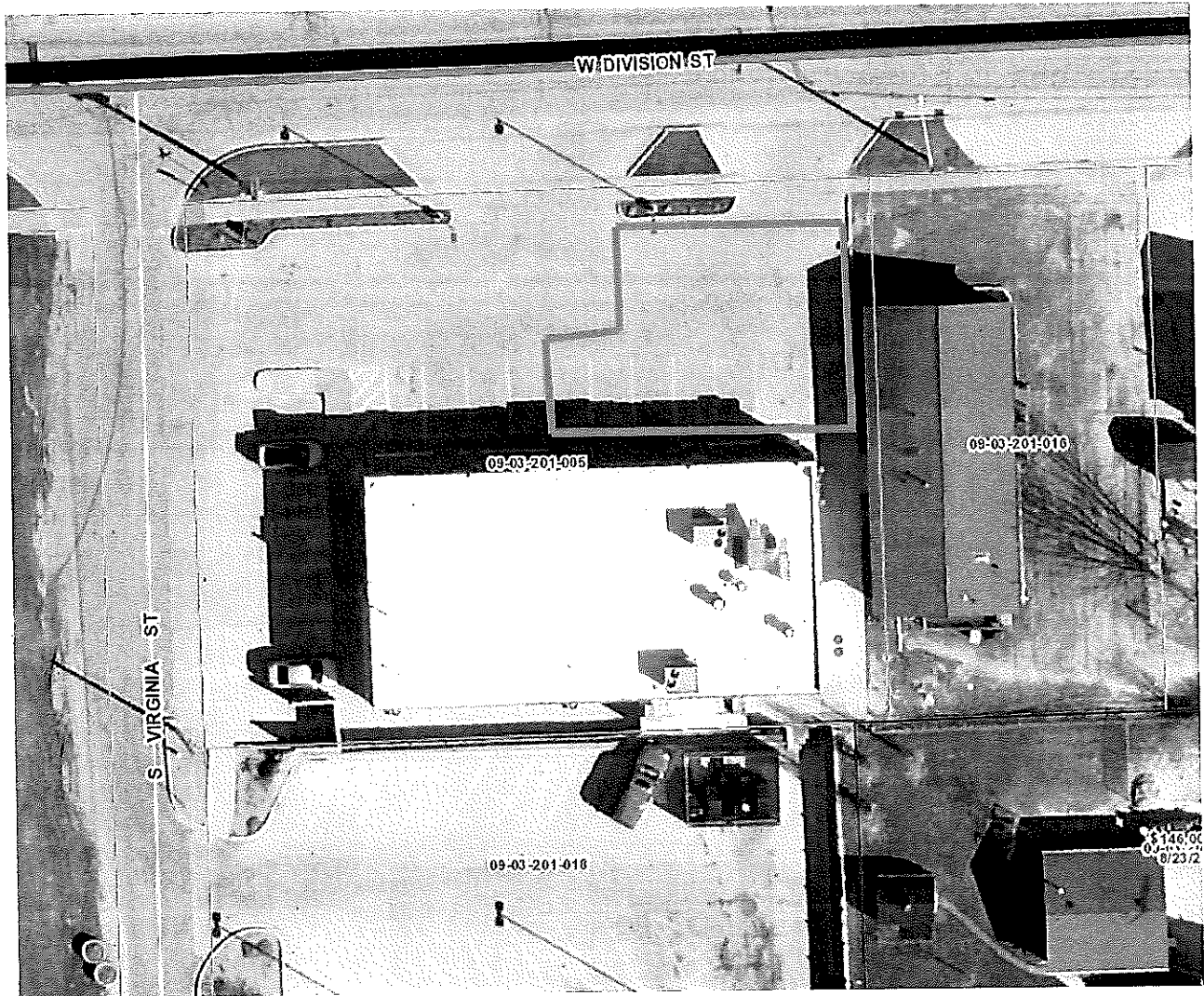
During the upcoming week, this policy will be discussed with potential participating businesses in order to provide additional feedback and recommended changes. Enclosed are the following items –

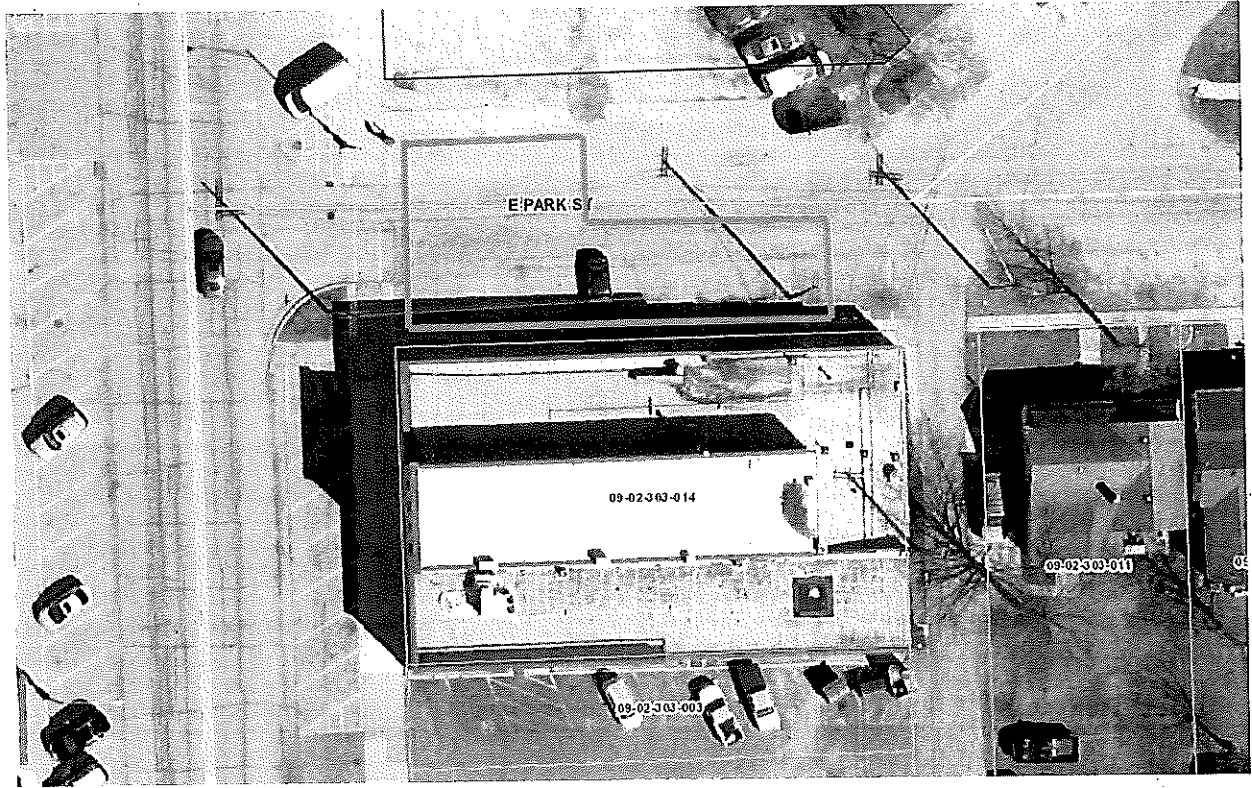
- 1.) Draft Map of ROW areas to be temporarily closed as well as potential designated offstreet outdoor dining and drinking areas.
- 2.) Illinois Guideline for Restaurants and Bars Opening for Outdoor Dining During Phase 3
- 3.) Proposed Ordinance to Support and Permit Businesses to Provide Outdoor Dining Options.

Recommendation:

Adopt Ordinance No. ____: Permitting Outdoor Dining for Certain Businesses Meeting Certain Requirements to Meet COVID-19 Public Health Requirements.









RESTAURANTS & BARS FOR OUTDOOR DINING GUIDELINES



Illinois
Department of Commerce
& Economic Opportunity
JB Pritzker, Governor

RESTORE ILLINOIS

A Public Health Approach To Safely Reopen Our State

PART OF PHASE 3 OF RESTORE ILLINOIS PLAN

APPLICABLE TO EACH REGION UPON TRANSITION TO PHASE III | ISSUED ON MAY 24, 2020

The Recovery Phase of the Restore Illinois public health approach to reopening the Illinois economy includes returning people to work, businesses reopening and group gatherings of 10 or fewer. We must all continue to social distance, frequently wash our hands and cover our faces to maintain progress in overcoming COVID-19.

This document is applicable to businesses that meet the following criteria:

- Full-service restaurants, limited-service restaurants, snack and nonalcoholic beverage bars, taverns, and other food services and drinking places licensed to serve food, beverages and liquor for consumption by the relevant local jurisdiction and State Liquor Control Board, if applicable, that can follow all minimum guidelines outlined in this document
- In Phase III, services for Restaurants and Bars should be limited to:
 - i. Outdoor dining and/or drinking only; and
 - ii. Parties of 6 persons or fewer.
- For the purposes of these guidelines, a dining or drinking area is considered an outdoor dining or drinking area if the area meets any of the following criteria:
 - i. Located on the rooftop of a building or within establishment with retractable roof (should remain open during hours of operation of outdoor dining and/or drinking); or
 - ii. Outdoor space connected to or located on the site of a restaurant, grocery store, health or fitness center, hotel, golf club, or other social club with a food establishment license; or
 - iii. Indoor space where 50% or more of a wall can be removed via the opening of windows, doors, or panels provided that dining tables are within 8-ft from such opening; or
 - iv. Any other outdoor dining and drinking areas authorized by local governments provided that food and drinks are prepared by licensed food or liquor establishments and that proper social distancing of 6-ft between designated customer tables and/or other seating areas is observed and parties are of 6 persons or fewer.
- For the purposes of these guidelines, businesses may be subject to additional regulations on outdoor dining by units of local government and local health departments

¹ This guidance is subject to State and local liquor control, food safety, and other applicable laws and regulations.

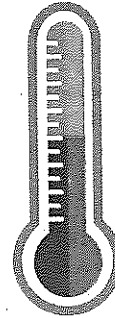


Uniform guidelines across businesses, industries and nonprofits within the State of Illinois:

GENERAL HEALTH

i. Minimum guidelines

1. Employees should wear face coverings over their nose and mouth when within 6-ft. of others (cloth masks preferred). Exceptions may be made where accommodations are appropriate – see IDHR’s guidance.
2. Arrange seating to provide a minimum of 6-ft between tables. Use of plexiglass between tables is a best practice.
3. Employer should provide hand washing capability or sanitizer to employees and customers
4. Bar and restaurant employees should wash hands for 20 seconds every 30 minutes, and:
 - a. Upon arrival to work
 - b. Prior to and during food preparation
 - c. When switching between tasks
 - d. Before donning gloves to work with food or clean equipment and utensils
 - e. After using the restroom
 - f. After handling soiled dishes and utensils
 - g. When visibly soiled
 - h. After coughing, sneezing, using a tissue, touching face,
 - i. After eating or drinking
 - j. After smoking or vaping
 - k. After handling cell phone
5. An adequate supply of soap, disinfectant, hand sanitizer, and paper towels must be available
6. Gloves should be worn by staff preparing food per pre-COVID food handling protocols, such as handling Ready to Eat (RTE) foods



HR AND TRAVEL POLICIES

i. Minimum guidelines

1. All employees should complete health and safety training related to COVID-19 when initially returning to work. Resources to design a training are posted on the DCEO Restore Illinois guidelines website
2. Employers should continue to limit all non-essential business travel
 - a. If employee must travel, employee should follow CDC considerations to protect themselves and others during trip
3. Employees should not report to, or be allowed to remain at, work if sick or symptomatic (with cough, shortness of breath or difficulty breathing, fever of 100.4 degrees or above, chills, muscle pain, headache, sore throat, new loss of taste or smell, or other CDC-identified symptoms), and sick or symptomatic employees should be encouraged to seek a COVID-19 test at a state or local government testing center, healthcare center or other testing locations



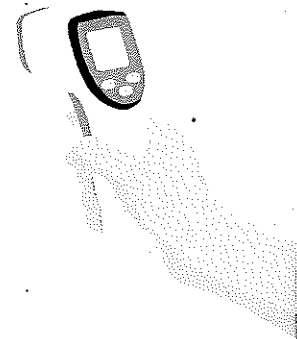
ii. Encouraged best practices

1. Provide reasonable accommodation for COVID-19-vulnerable employees, including but not limited to work from home (if feasible), reduced contact with others, use of barriers to ensure minimum distance between others whenever feasible or other accommodations that reduce chances of exposure

HEALTH MONITORING

i. Minimum guidelines

1. Employers should make temperature checks available for employees and encourage their use. Employers should post information about the symptoms of COVID-19 in order to allow employees to self-assess whether they have any symptoms and should consider going home.
2. All employers should have a wellness screening program. Resources outlining screening program best practices are posted on the DCEO Restore Illinois guidelines website
 - a. Employer should conduct in-person screening of employees upon entry into workplace and mid-shift screening to verify no presence of COVID-19 symptoms
3. If employee does contract COVID-19, they should remain isolated at home for a minimum of 10 days after symptom onset and can be released after feverless and feeling well (without fever-reducing medication) for at least 72 hours OR has 2 negative COVID-19 tests in a row, with testing done at least 24 hours apart
4. If an employee is identified as being COVID-19 positive by testing, CDC cleaning and disinfecting should be performed as soon after the confirmation of a positive test as practical
5. Where appropriate, notify employees who have been exposed
6. Any employee who has had close contact² with co-worker or any other person who is diagnosed with COVID-19 is required to quarantine for 14 days after the last/most recent contact with the infectious individual and should be encouraged to seek a COVID-19 test at a state or local government testing center, healthcare center or other testing locations. All other employees should be on alert for symptoms of fever, cough, or shortness of breath and taking temperature if symptoms develop

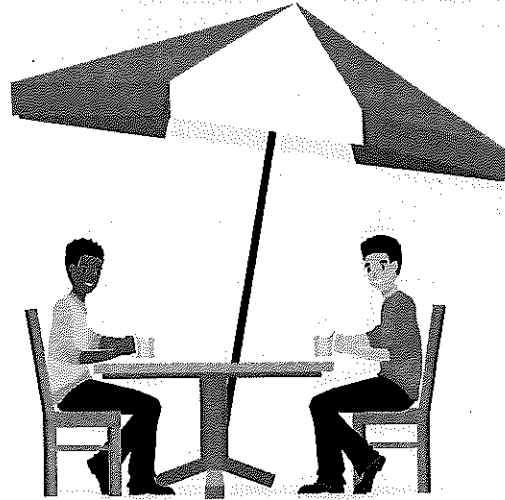


² Close contacts include household contacts, intimate contacts, or contacts within 6-ft. for 15 minutes or longer unless wearing N95 mask during period of contact.

Guidelines specific to outdoor dining and drinking establishments:

PHYSICAL WORKSPACE**i. Minimum guidelines**

1. Employer should display signage at entry with face covering requirements, social distancing guidelines, and cleaning protocols, in multiple languages as needed
2. Employer should configure space to allow for at least 6-ft. of distance between tables or other designated customer service areas
3. Employees should maintain social distance to the extent possible while performing services
4. Employer should close all open congregate areas (e.g., waiting areas)
5. Employers should close all self-service food areas (e.g., buffets, salad bars, coffee station)
6. Employers should eliminate table presets (e.g., table tents, menus, salt and pepper shakers, lemons, straws, shared condiments, etc.)
7. Employers should use single packet condiments, if possible, OR serve condiments in containers – such as a washable bowl or paper cup – that can be sanitized or disposed of after use (no shared condiments permitted)
8. Employers should use disposable silverware, if possible, OR use rolled silverware or silverware place in sleeves (employers should utilize gloves while rolling/placing in sleeves)
9. Employers should use disposable or touchless menus, if practical, or use menus that can be sanitized between each use
 - a. If practical, QR Digital menu or app-based ordering should be used
10. Employers should eliminate refilling customer beverages altogether and should use a new glass cleaned using proper dishwashing procedures
11. Close all self-service beverage stations
12. Water fountains in employee breakrooms, except for touchless water bottle refill stations, should be made unavailable for use (e.g. turned off, covered, area blocked)
 - a. If no touchless fountain is available, water may be served in sealed, single-use water bottles
13. Customers should handle their leftover food to be taken to-go
14. Ensure that the area for take-out customers allows for at least 6-ft of separation from seated customers
15. Customers should not be seated if inclement weather is forecasted
16. In case of inclement weather or emergency while customers are outdoor dining, food should be packaged to-go and customers encouraged to leave

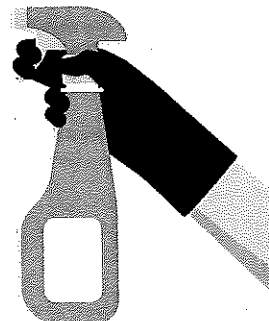
**ii. Encouraged best practices**

1. Deliver items to table on service trays to minimize hand contact
2. Display visual markers 6-ft. apart at customer queue points
3. Display signage at exits of restrooms to promote use of paper towel to open door for exit
4. Display signage to promote distancing within shared restrooms
5. Eliminate seating at bars within restaurant to the extent possible
6. If practical, install impermeable barriers (e.g., plexiglass) from street and/or sidewalk traffic
7. If practical, install impermeable barriers between tables
8. If practical, install impermeable barriers in close contact areas (e.g., host stand, cashier)
9. If practical, implement touchless transactions
10. If practical, allow one-way traffic flow in and out of restaurant to the outdoor seating area to limit any congregation
11. Where building management practices allow, increase air turnover rates in occupied spaces and increase outside make-up air to the maximum extent practical

DISINFECTING/CLEANING PROCEDURES

i. Minimum guidelines

1. Cleaning and disinfecting of premises should be conducted in compliance with CDC protocols on a routine basis
2. Clean and disinfect common areas (e.g., restrooms, cafeterias) and surfaces which are touched by multiple people (e.g., entry/exit doorknobs, stair railings) frequently; every half hour recommended for high-traffic areas
3. Sanitization of multi-use items (e.g., menus, if reuse, special cards, pens, check presenters, etc.) should be completed after each use
4. Disinfect tables and chairs between parties and again at closing time (see [EPA](#) approved list of disinfectants)
5. Discard any single-use or paper articles (e.g., paper menus) after each use



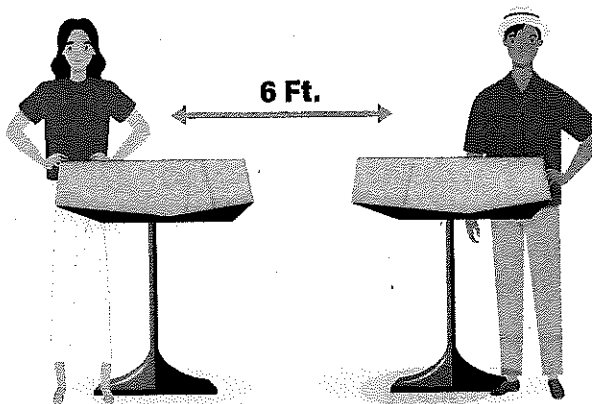
ii. Encouraged best practices

1. Provide hand sanitizer in outdoor seating area for customers. If hand sanitizer is placed in restrooms, assure handwashing is still encouraged
2. Create and implement an enhanced cleaning/sanitizing schedule for all food contact surfaces, and cleaning/disinfecting of non-food contact surfaces; if practical, have designated staff member that responsible for cleaning

STAFFING AND ATTENDANCE

i. Minimum guidelines

1. Outdoor area capacity shall be determined by arranging seating to provide a minimum of six feet between tables or other designated customer service areas.
2. Employee should social distance from customers while not performing services
3. Employer should limit the occupancy of common areas/ break rooms to allow for social distancing of 6-ft or greater by removing/decommissioning furniture or staggering break times; this guideline is not intended to diminish employees break time requirements
4. Live music is permitted but employees and performers should follow social distancing guidelines, keeping the maximum distance possible from each other and from customers. Performers should wear face coverings where possible and the use of barriers between singers and customers and employees during the performance is strongly encouraged.



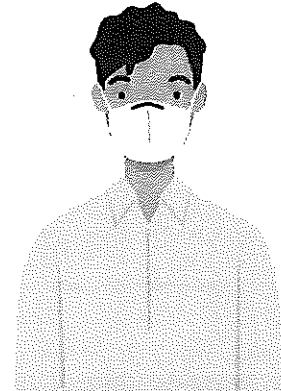
ii. Encouraged best practices

1. If practical, alter hours of operation to adequately spread out customer traffic and allow for additional cleaning time
2. Stagger shift start and end times to minimize congregation of employees during changeovers
3. If practical, group employees in clusters and schedule groups on same shifts to reduce cross-team exposure

EXTERNAL INTERACTIONS

i. Minimum guidelines

1. Before allowing external supplier or non-customer visitor (excluding third-party visitors providing carry-out services only) to enter, or while requiring them to wait in a designated area, employer should ask whether external supplier or visitor is currently exhibiting COVID-19 symptoms
 - a. If practical, employer should take external supplier or non-customer visitor temperature using thermometer (infrared / thermal cameras preferred, touchless thermometers permitted)
2. Employer should keep log of all external suppliers who enter premises
3. Suppliers and other non-customer visitors should wear face coverings over their nose and mouth when entering premises (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face-covering)



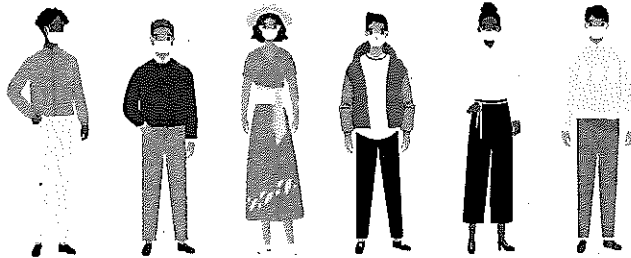
ii. Encouraged best practices

1. Limit contact between external suppliers and employees
2. Restrict suppliers from entering premises and if practical, have deliveries dropped at door

CUSTOMER BEHAVIORS

i. Minimum guidelines

3. 6-person party limit
4. Implement a reservation or call ahead model, if practical. All outdoor dining areas must be staffed to ensure social distancing will be maintained prior to guests being seated
5. Customers should wait for services off premises, either outdoors and maintaining social distance of 6-ft with use of recommended face coverings or in their vehicles. Customers should be seated immediately upon entry
6. Customers should wear face coverings over their nose and mouth while on premises, except while eating and drinking at table (exceptions can be made for people with medical conditions or disabilities that prevent them from safely wearing a face covering)



ii. Encouraged best practices

1. Before allowing entrance, employers ask whether customer is currently exhibiting COVID-19 symptoms
 - a. If practical, employer should take customer temperature using thermometer (infrared / thermal cameras preferred, touchless thermometers permitted)

**If you have questions or need additional support:
Please call our hotline at 1-800-252-2923
or e-mail us at ceo.support@illinois.gov
or return to www2.illinois.gov/business toolkit**

Additional Resources:

- FDA: [Food Safety and COVID-19](#)
- FDA: [Best Practices for Retail Food Stores, Restaurants, and Food Pick-Up/Delivery During COVID-19](#)
- FDA: [Use of Respirators, Facemasks, and Cloth Face Coverings in the Food and Agriculture Sector During Coronavirus Disease \(COVID-19\) Pandemic](#)
- FDA: [Employee Health and Personal Hygiene Handbook](#)
- CDC: [Interim Guidance for Implementing Safety Practices for Critical Infrastructure Workers Who May Have Had Exposure to a Person with Suspected or Confirmed COVID-19](#)
- CDC: [What Grocery and Food Retail Workers Need to Know about COVID-19](#)
- CDC: [COVID-19 Resources for Businesses and Employers](#)
- CDC: [Restaurants and Bars Reopening Decision Tree](#)
- CDC: [COVID-19 Printed Resources](#)
- IDPH: [COVID-19 Resources for Businesses and Organizations](#)
- IDPH: [Guidance for Maintaining Water Systems During Reduced Use and Returning Water Systems to Regular Use after Extended Periods of Reduced Use](#)
- IDPH: [Retail Food Page and Food Codes](#)
- Illinois Department of Human Services: [FAQ for Businesses Concerning Use of Face-Coverings During COVID-19](#)
- EPA: [List of EPA-registered Disinfectants](#)
- AFDO: [Planning for Reopening Food Service Establishments As COVID-19 Impacts Best Practices and Protocol](#)
- OSHA: [Guidance of Preparing Workplaces for COVID-19](#)
- National Restaurant Association: [COVID-19 Reopening Guidance: A Guide for the Restaurant Industry](#)

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE APPROVING
A TEMPORARY OUTDOOR DINING AND DRINKING PERMIT PROGRAM DURING
PHASE 3 OF RESTORE ILLINOIS PLAN**

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 APPROVING
A TEMPORARY OUTDOOR DINING AND DRINKING PERMIT PROGRAM DURING
PHASE 3 OF RESTORE ILLINOIS PLAN**

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, with limited exceptions, the Village is authorized to generally regulate the sale of all beverages and food for human consumption (65 ILCS 5/11-20-2); and

WHEREAS, the Village may regulate the use of streets and other municipal property (65 ILCS 5/11-80-2); and

WHEREAS, the Village is authorized to license retail sales of alcoholic liquor (235 ILCS 5/4-1, 4-2); and

WHEREAS, the Village is authorized to authorize the use of its public rights of way and to permit outdoor service and consumption of alcohol; and

WHEREAS, on March 9, April 2, and April 30, 2020, Governor JB Pritzker declared all counties in the State of Illinois to be a disaster area; and

WHEREAS, on March 11, 2020 the World Health Organization characterized the COVID-19 outbreak as a pandemic; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency concerning the novel COVID-19 pandemic; and

WHEREAS, beginning March 16, 2020 at 9 p.m., Governor JB Pritzker suspended on-premises consumption of food or alcohol at restaurants in the State of Illinois (Exec. Order Nos. 2020-07 and 2020-33); and

WHEREAS, on May 5, 2020, Governor JB Pritzker announced “Restore Illinois: A Public Health Approach to Safely Reopen Our State”; and

WHEREAS, on May 20, 2020, Governor JB Pritzker announced that outdoor dining at bars and restaurants would be authorized to permit outdoor dining consistent with forthcoming state guidance under Phase 3 of the Restore Illinois plan, expected to begin on May 29, 2020; and

WHEREAS, on May 20, 2020 Governor Pritzker encouraged local governments to help restaurants and bars to expand outdoor seating; and

WHEREAS, the COVID-19 pandemic and the necessary public health response has created an economic challenge to local businesses including bars and restaurants; and

WHEREAS, the Village desires to temporarily authorize outdoor dining at bars and restaurants consistent with state guidelines and terms of this Ordinance to provide economic relief while protecting the health and safety of its residents; and

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. 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. TEMPORARY OUTDOOR DINING POLICY.

A. **Temporary Outdoor Dining Policy.** The Village Administrator, or his designee, in consultation with the Village President, Chief of Police, and Village Attorney, is hereby authorized and directed to develop, administer, and enforce a temporary outdoor dining policy and associated, rules, requirements, protocols, fees, agreements, and procedures (collectively, "*Temporary Outdoor Dining Policy*") consistent with this Ordinance authorizing a restaurant or bar to submit a plan to use outdoor space for food and/or beverage service, including all amenities, barriers, tables, spacing, and such other requirements deemed necessary by the Village Administrator, in his sole discretion. The Village President is authorized to execute on the Village's behalf all documents necessary to implement, administer and enforce the Temporary Outdoor Dining Policy.

B. **Conditions on Approval.** Any approval granted by the Village under this Ordinance shall be subject, at a minimum, to the following conditions:

- i. Temporary outdoor dining areas must comply with the Temporary Outdoor Dining Policy;
- ii. Temporary outdoor dining areas must comply with all plans and protocols approved by the Village governing the operation and maintenance of the temporary outdoor dining area;
- iii. Temporary outdoor dining areas must comply with all laws, rules, and regulations governing the operation and maintenance of the temporary outdoor dining area, including, without limitation, Governor JB Pritzker's Executive Orders and state guidance;
- iv. Temporary outdoor dining areas serving or allowing for the consumption of alcohol must obtain written approval from the local liquor control commissioner to extend the licensed premises to the approved temporary outdoor dining area;

v. Temporary outdoor dining areas serving or allowing for the consumption of alcohol must comply with all directives and orders issued by the local liquor control commissioner and state liquor control authorities;

vi. Temporary outdoor dining areas must comply with all protocols and guidelines issued by the Illinois Department of Public Health, the Centers for Disease Control, and other official health authorities;

vii. Applicants seeking approval of a temporary outdoor dining area must submit a signed unconditional use and consent agreement, hold harmless agreement, and/or any other agreement deemed reasonably necessary by the Village Administrator, in his sole discretion, in a form approved by the Village Attorney substantially conforming to Exhibit A and Exhibit B; and

viii. Applicants shall comply with any additional conditions imposed by the Village Administrator or Local Liquor Control Commissioner on the approval of any outdoor dining permit issued pursuant to the Temporary Outdoor Dining Policy or approval of expanded temporary authorizations under a liquor license, and all such conditions imposed shall be an exercise of their sole official discretion.

SECTION 3. USE OF RIGHT OF WAY OR OTHER PUBLIC PROPERTY FOR

OUTDOOR SEATING. Any restaurant or bar that desires to use the right of way or other public property for outdoor dining as part of its outdoor dining permit must first request approval from the Village President and execute the hold harmless agreement attached to this Ordinance as Exhibit B. Use of the right of way or other public property for outdoor seating will be limited to 90 minutes (per customer). The Village Administrator has the authority and discretion to determine

which portions of the right of way may be used for outdoor seating and may impose conditions on the approval.

SECTION 4. USE OF PARKING LOTS FOR OUTDOOR SEATING. Any restaurant or bar that desires to use a parking lot for outdoor seating must request approval as part of its outdoor dining permit. No use will be allowed to block access or fire lanes. The request to use the parking lot for outdoor seating will be reviewed by the Village Administrator, who has the authority to approve the request, and impose any conditions on the approval.

SECTION 5. LIQUOR COMMISSIONER AUTHORITY. The local liquor control commissioner may extend a licensed premises to include an approved outdoor dining area in writing to the applicant, on terms and conditions deemed reasonable to the local liquor control commissioner. When the local liquor commissioner so elects, the Village waives any prohibitions on the consumption and service of alcoholic liquor on any street, sidewalk, or other public way within the Village as to those portions of the right of way within an approved temporary outdoor dining area pursuant to this Ordinance.

SECTION 6. APPROVAL, TERM, AND CONFLICT RESOLUTION. Notwithstanding any contrary provision of a Village code, ordinance, rule, regulation, or policy concerning minimum parking spaces, use of the public right-of-way, outdoor alcohol consumption, or other provision influencing the viability of temporary outdoor dining as authorized by the Temporary Outdoor Dining Policy, as amended (collectively, the "*Rules*"), permits for temporary outdoor dining areas may be approved for restaurants and bars consistent with the terms of this Ordinance and the Temporary Outdoor Dining Policy, as amended, for the period of time beginning on the date the Illinois' Northeast Region enters Phase 3, as defined in the Restore Illinois Plan, and concluding when the State of Illinois authorizes indoor on-premises consumption

of food and beverages at restaurants with the Village of Coal City or upon the Village Board rescinding this Ordinance, whichever occurs first. Conflicts between the Rules and the Temporary Outdoor Dining Policy shall be resolved in favor of the Temporary Outdoor Dining Policy.

SECTION 7. AMENDMENT. RESOLUTION OF CONFLICTS. All

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

SECTION 8. 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 9. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon 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.

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A
Unconditional Agreement and Consent

TO: The Village of Coal City, Illinois ("*Village*")

WHEREAS, _____ ("*Applicant*") sought approval of a temporary outdoor dining area ("*Temporary Use*") located at _____, Coal City, Illinois ("*Property*");

WHEREAS, the permit dated _____, 2020, grants approval of such Temporary Use, subject to certain conditions ("*Permit*"); and

WHEREAS, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Permit.

NOW THEREFORE, the Applicant does hereby agree and covenant as follows:

1. the Applicant hereby unconditionally agrees to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Permit;
2. the Applicant acknowledges and agrees that the Village will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the Permit by the Applicant, and that the Village's approval of any such request does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time;
3. the Applicant acknowledges and has considered the possibility of penalties provided for noncompliance with Permit conditions, and agrees not to challenge any such penalties on the grounds of any procedural infirmity or any denial of any procedural right;
4. the Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's approval of the Permit, including all conditions of approval, (b) the procedures followed in connection with the approval of the Permit, and (c) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent;
5. the Applicant does hereby, agree to pay all expenses incurred by the Village in defending itself with regard to any and all claims mentioned in this Unconditional Agreement and Consent. These expenses will include all out of pocket expenses, such as attorneys' and experts' fees, and will also include the reasonable value of any services rendered by any employee of the Village.

EXHIBIT B

Hold Harmless Agreement

Whereas, the _____ ("Applicant") desires to use the Village of Coal City's ("Village") property located at _____ ("Premises") for a temporary outdoor dining area ("Temporary Use").

Whereas, the Village agrees to allow the Applicant to use the Premises for the Temporary Use in consideration of the Applicant agreeing to assume all risk and liability pertaining to the Temporary Use.

Now therefore, the Applicant agrees as follows:

To the fullest extent permitted by law, the Applicant hereby indemnifies, defends, and holds harmless the Village and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Temporary Use or connected with an act or omission of the Applicant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Applicant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Temporary Use, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Without limiting the Applicant's indemnification of the Village as provided above, the Applicant shall provide and maintain at its own expense for the Temporary Use the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Temporary Use. All such insurance of the Applicant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Clerk prior to commencement of the Temporary Use. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$1,000,000 limit. The Village, its officials, employees, agents and volunteers shall be named as an additional insured on

a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

b. Liquor Liability: \$1,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Temporary Use shall provide Liquor Liability insurance in the same amount with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its official, employees, agents and volunteers except with respect to the sole negligence of the Village.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Applicant.

Agreed this _____ day of _____, 2020.

(Name of Applicant)

Signature of Authorized Person

Title

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 27, 2020

**RE: ADOPTION OF SUPPORT RESOLUTIONS FOR THE COAL CITY
REVOLVING LOAN PROGRAM**

The Coal City Village Board of Trustees has been continually attempting to identify different means of assisting small businesses which call Coal City home during the COVID-19 pandemic. One of the first reactions was to provide Gift Certificates within the utility bills that would drive purchasing at local member stores and restaurants. This distribution placed over \$60,000 within the local economy. In addition, the Downstate Stabilization Grant has led to a partnership with four different businesses within the Coal City community who can meet these stringent federal guidelines in order to bring Community Development Block Grant (CDBG) dollars back to its local businesses in the form of grants.

At the last Regular Board Meeting, the Village adopted another opportunity for local businesses who have not had success qualifying elsewhere or simply requiring additional support. The Village has been utilizing a facade improvement program, which provides an incentive by which businesses can access interest free funding to improve their businesses and allow them to comply with the adopted design guidelines. The funding available to this program was re-assigned in order to allow \$50,000 in funding to be provided to Coal City registered businesses. Notice was provided to qualified registered businesses and two businesses applied for these funds.

A promissory note and personal guaranty is prepared in order to assure that these funds are to be repaid within 36-60 months' time (a timeline similar to the facade improvement program). Prior to being provided with these funds, the participating business must receive a Resolution of Support from the Village Board. Such resolutions have been prepared for each of the registered businesses - Mueller Cabinetry, which is a startup who recently located due to a variance on Mazon just south of the railroad tracks. The other registered business requesting this support is Major School of Dance, which was recently acquired by new ownership disqualifying them for much of the other federal and state financial assistance.

Both Mueller and Major had registered as Coal City businesses, which is required on an annual basis. Each qualifies to receive \$2,000 interest free for up to 36 months. These businesses also qualify for the rotating characteristic of these funds - should they repay the money, but it turns out they need greater liquidity over the next 5 years, they may request funding again and receive it interest free. This is done to provide an incentive that business owners pay back the money sooner, when possible, rather than holding onto it for the maximum amount the funds may be utilized.

Recommendation:

- 1.) Adopt Ordinance No. ____: Supporting Mueller Cabinetry with a \$2,000 interest free revolving loan to assist with the current emergency recovery.
- 2.) Adopt Ordinance No. ____: Supporting Major School of Dance with a \$2,000 interest free loan to assist with the current emergency recovery.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 27, 2020

**RE: STORM EASEMENT TO PROVIDE RESIDENTIAL CONNECTION FOR
ADJACENT HOMES ON S. SHABBONA**

Staff has been discussing with residents located on south side of Division, east of Baima and the Intermediate High School the best means of improving drainage for the area. A few years ago following some storms which accumulated a lot of water, public works discovered that it was possible to collect storm water within some of the rear yards and provide this collected flow into existing infrastructure which is located on the north side of the affected lots. This can be somewhat complicated because the Village requires an easement to be recorded prior to providing this public improvement so it can be maintained over time.

The low point within the block is located on the west side of the property at 405 E. Division. Following the last round of storms, residents on the block demanded that something be done with all of the excess water in the area. This has been a problem for years – this low point receives excess water from the neighbors, alley sheet flow that begins its journey from Baima as well as overflow that overtops the parking lot structure on the south side of the alley as well.

Darrell has been working closely with the residents of this block to find the best path to drain the lowest areas and provide the storm water conveyance enjoyed by a majority of Coal City residents. The easement would record a permanent 15' easement shared by both Delores Anderson at 395 E. Division and Kristen Wills of 405 E. Division who shall accommodate construction of the improvement, which will provide a drainage pipe along the west side of the garage and residence at 405 E. Division. This will provide a new means of drainage that is only accommodated by a series of pumps placed out during large storms.

Recommendation:

- 1.) Adopt Resolution No. ____: Placing an Easement on the easterly 8' of the property commonly referred to as 395 E. Division.
- 2.) Adopt Resolution No. ____: Placing an Easement on the westerly 7' of the property commonly referred to as 405 E. Division.



N



PLAT OF SURVEY

MORRISON SURVEYING CO., INC.
3710 N. L. RE 47, Morris, Illinois 60450
Phone (815) 942-2620 of FAX (815) 941-2620



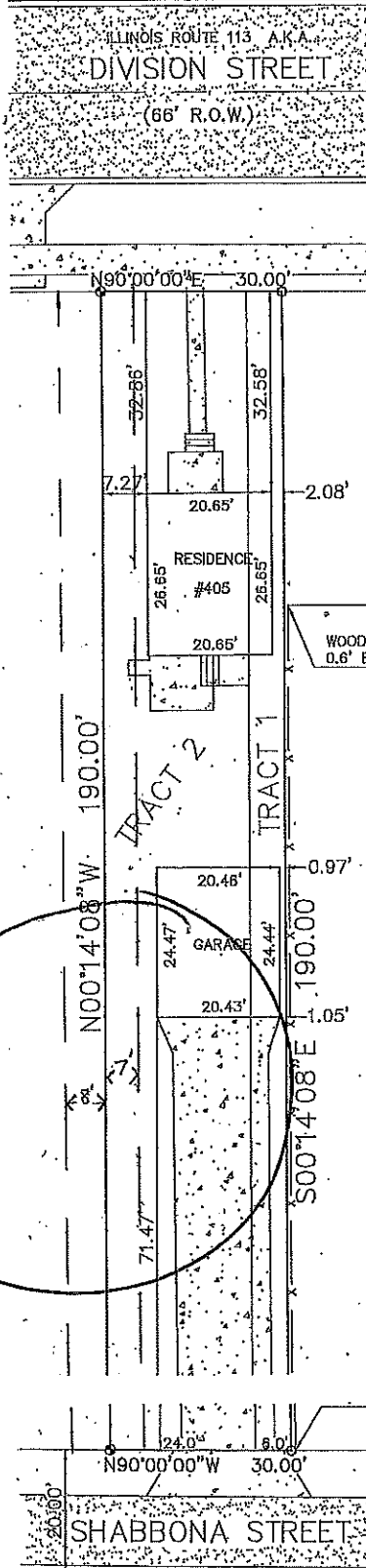
BEARINGS BASED ON
SOUTH LINE OF DIVISION ST.
HELD AT N00°00'00"E

TRACT 1: A PIECE OF GROUND
6 FEET WIDE AND 190 FEET
DEEP COMMENCING AT A POINT
1491 EAST OF THE SOUTHEAST
CORNER OF THE INTERSECTION
OF BROADWAY AND DIVISION
STREETS, IN COAL CITY, ILLINOIS;
THENCE SOUTH 190 FEET,
THENCE EAST 6 FEET, THENCE
NORTH 190 FEET AND THENCE
WEST 6 FEET TO THE POINT OF
BEGINNING, BEING A PART OF
THE NORTH HALF OF THE
NORTHWEST QUARTER OF
SECTION 2, TOWNSHIP 32 NORTH,
RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN GRUNDY
COUNTY, ILLINOIS.

TRACT 2: A PIECE OF GROUND
24 FEET EAST AND WEST BY 190
FEET NORTH AND SOUTH
BOUNDED AS FOLLOWS:
COMMENCING AT A POINT 33
FEET SOUTH AND 192 FEET EAST
OF THE NORTHWEST CORNER OF
THE NORTHWEST QUARTER OF
SECTION 2, THENCE SOUTH 190
FEET, THENCE EAST 24 FEET,
THENCE NORTH 190 FEET
THENCE WEST 24 FEET TO THE
PLACE OF BEGINNING, IN SECTION
2, TOWNSHIP 32 NORTH, RANGE
8 EAST OF THE THIRD PRINCIPAL
MERIDIAN; IN GRUNDY COUNTY,
ILLINOIS.

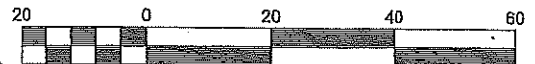
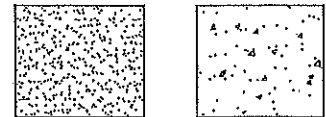
d.k.a. 405 E. Division Street,
Coal City, Illinois

Area surveyed: 5,700 sqft



LEGEND

- SET IRON ROD
- FOUND IRON ROD
- X — FENCE LINE



Scale 1" = 20'

Compare All Dimensions Before Building And Report Any Discrepancies
At Once. For Building lines, Easements and other restrictions not shown
hereon refer to your Deed, Title Policy, Zoning ordinance, ETC...

State of Illinois } s.s.
County of Grundy }

We, MORRISON SURVEYING CO INC., (PDF License #184-003916) do hereby certify
that we have surveyed the property described in the caption to the plat hereon
drawn and that this professional service conforms to the current Illinois minimum
standards for a boundary survey. All dimensions are in feet and decimal parts
of a foot and are correct at a temperature of 68 degrees Fahrenheit.
Dimensions shown on buildings are to the outside of buildings.
Given under my hand and
seal at Morris, Illinois. Date: 7/5/17

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3735 License Expires 11/30/18



ORDERED BY: ROBERT J RUSSO LAW OFFICE

SCALE: 1" = 20' ORDER NO. 4439

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH DELORES J. AND CHRISTI L. ANDERSON TO ENABLE THE
INSTALLATION AND MAINTENANCE OF STORM SEWER FACILITIES ON
CERTAIN REAL PROPERTY**

(PIN 09-02-126-003)

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH DELORES J. AND CHRISTI L. ANDERSON TO ENABLE THE
INSTALLATION AND MAINTENANCE OF STORM SEWER FACILITIES ON
CERTAIN REAL PROPERTY**

(PIN 09-02-126-003)

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, Delores J. Anderson and Christi L. Anderson (cumulatively, "Owners") own that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-02-126-003 ("Property") and legally described in Exhibit A to the *NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT STORM SEWER* ("Agreement") attached hereto and by this reference made a part hereof;

WHEREAS, the Village and Owners have negotiated non-exclusive permanent easements providing for the installation, placement, construction, operation and maintenance of storm sewer facilities on the Owners' real property as legally described and depicted in the exhibit to the Agreement, all as more particularly set forth in the Agreement (the aforesaid improvements shall be known as the "Storm Sewer Facilities"); and

WHEREAS, the Agreement will enable the Village to improve surface drainage on Owners' property and the surrounding area; and

WHEREAS, the Village Board has considered the terms and conditions provided in the attached 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.

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, Engineer 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.

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 _____, 2020, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2020.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT STORM
SEWER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

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

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING STORM SEWER
EASEMENT**

THIS AGREEMENT ("Agreement") is made and shall be effective on the date last subscribed below ("**Effective Date**"), by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the "**Village**") and DELORES J. and CHRISTI L. ANDERSON (cumulatively, "**Grantors**").

WITNESSETH:

- A. Grantors are the legal owner of that certain real property commonly known as 395 E. Division Street, Coal City, Grundy County, Illinois, bearing property identification number 09-02-126-003 and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Subject Parcel**").
- B. The Village desires to install, own, operate and maintain a storm sewer and related attachments, equipment and appurtenant structures of a size, material and number as the Village deems necessary or desirable for its needs (the "**Storm Sewer Facilities**") in, to, upon, over, across, under and through the Subject Parcel in that specific easternmost 8' portion of the Subject Parcel depicted in **Exhibit B** and made a part hereof (the "**Storm Sewer Easement Premises**").
- C. Grantors and the Village (collectively, the "**Parties**") mutually desire that Grantors hereby create and grant a permanent easement in, to, upon, over, across, under and through the Storm Sewer Easement Premises for the purposes of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Storm Sewer Facilities upon the terms, provisions and conditions set forth in this Agreement.

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, Grantors 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. **Grant and Use of Permanent Storm Sewer Easement.** Grantors, on behalf of themselves

and all future owners of the Subject Parcel and each portion thereof, hereby grant, declare, give and convey a storm sewer right-of-way and permanent, non-exclusive easement (the "**Storm Sewer Easement**") in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a "**Grantee**"), in, upon, over, under, through and across the Storm Sewer Easement Premises and each portion thereof for the purposes of installing, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Storm Sewer Facilities for the transportation of excess rain and ground water as may be necessary or convenient together with the right of ingress and egress across and through the Storm Sewer Easement Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Storm Sewer Facilities remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Storm Sewer Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Storm Sewer Easement Premises. No fences, landscaping, structures or trees shall be placed in the Storm Sewer Easement Premises without the approval of Grantee. The term of the Storm Sewer Easement shall commence upon the Effective Date and continue indefinitely thereafter. Grantee agrees to give Grantors five (5) business days' notice prior to initially entering upon the Subject Property for the purpose of commencing the initial installation and construction of the Storm Sewer Facilities and prompt notice any other time entry is necessary for the purposes herein described.

3. **Covenants of Grantee.** Neither Grantee nor the Village shall have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than (i) the Storm Sewer Facilities on, over, across and under the Storm Sewer Easement Premises; (b) perform any work on the Subject Property other than within the Storm Sewer Easement Premises; or (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the Grantee's or Village's direction or sufferance. As soon as is practicable following the completion of any Grantee's work within the Storm Sewer Easement Premises, such Grantee shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by Grantee at its sole cost and expense. The covenants provided herein by Grantee and the Village shall in each instance be deemed separately given and in no case joint and several.

4. **Consideration.** For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantors caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Village which may cause damage to the rest of Grantor's property.

5. **Non-Disturbance.** Grantors covenants and agrees that the Grantors shall not in any manner disturb, damage, destroy, injure or obstruct the Storm Sewer Facilities and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted.

6. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Storm Sewer Easement Premises. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

7. **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.

8. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantors 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 Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

9. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantors from all claims that may arise out of or result from the Agreement or any work performed within the Storm Sewer Easement Premises.

10. **Reservation of Rights.** Grantor reserves the right to use the Storm Sewer Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by Grantee of the rights granted in this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Storm Sewer Easement Premises, nor permit the Storm Sewer Easement to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner has the right to grant other non-exclusive easements over, along, upon, or across the Storm Sewer Easement Premises; provided, however, that any other easements will be subject to this Agreement and the rights granted in this Agreement; and provided further that the Owner must obtain the Village's prior written consent to the terms, nature, and location of any other easements.

11. **Amendments.** This Agreement, together with Exhibits A and B 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 Grantee.

12. **Assignment of Rights.** Owner agrees that Grantee may assign its rights or delegate its

duties under this Agreement, in whole or in part, without Owner's consent.

13. **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:

Grantors: Delores J. and Christi L. Anderson
395 E. Division Street
Coal City, IL 60416

With a copy to: _____

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

With a copy to: Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

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

14. **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.

15. **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.

16. **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.

17. **Condemnation.** If any or all of the Storm Sewer Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantors shall make a conveyance of such real estate under threat thereof, Grantors shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

18. **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.

19. **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.

20. **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.

21. **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 caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

OWNERS

By: _____
Village President

By: _____
Delores J. Anderson

Date

Date

ATTEST

Christi L. Anderson

By: _____
Village Clerk

Date

State of Illinois)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terry Halliday, personally known to me to be the Village President of the Village of Coal City, and Pamela Noffsinger, personally known to me to be the Village Clerk for the Village of Coal City, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the Village President and Village Clerk of the Village of Coal City pursuant to authority granted to them by the Village Board of the Village of Coal City.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

State of Illinois)
) ss
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Delores J. Anderson and Christi L. Anderson, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed this instrument as their free and voluntary act, for purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

EXHIBIT A

"Subject Parcel"

INSERT LEGAL DESCRIPTION

EXHIBIT B

Storm Sewer Easement Premises

Appended on following page, depicting and describing:

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH KRISTIN R. WILLS TO ENABLE THE INSTALLATION AND MAINTENANCE
OF STORM SEWER FACILITIES ON CERTAIN REAL PROPERTY**

(PIN 09-02-126-004)

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH KRISTIN R. WILLS TO ENABLE THE INSTALLATION AND MAINTENANCE
OF STORM SEWER FACILITIES ON CERTAIN REAL PROPERTY**

(PIN 09-02-126-004)

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, Kristin R. Wills ("Owner") owns that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-02-126-004 ("Property") and legally described in Exhibit A to the *NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT STORM SEWER EASEMENT* ("Agreement") attached hereto and by this reference made a part hereof;

WHEREAS, the Village and Owner have negotiated non-exclusive permanent easements providing for the placement, construction, operation and maintenance of storm sewer facilities on the Owners' real property as legally described and depicted in the exhibit to the Agreement, all as more particularly set forth in the Agreement (the aforesaid improvements shall be known as the "Storm Sewer Facilities"); and

WHEREAS, the Agreement will enable the Village to improve surface drainage on Owner's property and the surrounding area; and

WHEREAS, the Village Board has considered the terms and conditions provided in the attached 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.

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, Engineer 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.

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 _____, 2020, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2020.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT STORM
SEWER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

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

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING STORM SEWER
EASEMENT**

THIS AGREEMENT ("Agreement") is made and shall be effective on the date last subscribed below ("**Effective Date**"), by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the "**Village**") and KRISTIN R. WILLS ("**Grantor**").

W I T N E S S E T H:

A. Grantor is the legal owner of that certain real property commonly known as 405 E. Division Street, Coal City, Grundy County, Illinois, bearing property identification number 09-02-126-004 and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Subject Parcel**").

B. The Village desires to install, own, operate and maintain a storm sewer and related attachments, equipment and appurtenant structures of a size, material and number as the Village deems necessary or desirable for its needs (the "**Storm Sewer Facilities**") in, to, upon, over, across, under and through the Subject Parcel in that specific westernmost 7' portion of the Subject Parcel depicted in **Exhibit B** and made a part hereof (the "**Storm Sewer Easement Premises**").

C. Grantor and the Village (collectively, the "**Parties**") mutually desire that Grantor hereby create and grant a permanent easement in, to, upon, over, across, under and through the Storm Sewer Easement Premises for the purposes of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Storm Sewer Facilities upon the terms, provisions and conditions set forth in this Agreement.

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, Grantor 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. **Grant and Use of Permanent Storm Sewer Easement.** Grantor, on behalf of herself

and all future owners of the Subject Parcel and each portion thereof, hereby grant, declare, give and convey a storm sewer right-of-way and permanent, non-exclusive easement (the "**Storm Sewer Easement**") in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a "**Grantee**"), in, upon, over, under, through and across the Storm Sewer Easement Premises and each portion thereof for the purposes of installing, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Storm Sewer Facilities for the transportation of excess rain and ground water as may be necessary or convenient together with the right of ingress and egress across and through the Storm Sewer Easement Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Storm Sewer Facilities remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Storm Sewer Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Storm Sewer Easement Premises. No fences, landscaping, structures or trees shall be placed in the Storm Sewer Easement Premises without the approval of Grantee. The term of the Storm Sewer Easement shall commence upon the Effective Date and continue indefinitely thereafter. Grantee agrees to give Grantor five (5) business days' notice prior to initially entering upon the Subject Property for the purpose of commencing the initial installation and construction of the Storm Sewer Facilities and prompt notice any other time entry is necessary for the purposes herein described.

3. **Covenants of Grantee.** Neither Grantee nor the Village shall have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than (i) the Storm Sewer Facilities on, over, across and under the Storm Sewer Easement Premises; (b) perform any work on the Subject Property other than within the Storm Sewer Easement Premises; or (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the Grantee's or Village's direction or sufferance. As soon as is practicable following the completion of any Grantee's work within the Storm Sewer Easement Premises, such Grantee shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by Grantee at its sole cost and expense. The covenants provided herein by Grantee and the Village shall in each instance be deemed separately given and in no case joint and several.

4. **Consideration.** For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantor caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Village which may cause damage to the rest of Grantor's property.

5. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Storm Sewer Facilities and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and

granted pursuant to the permanent and temporary construction easements herein granted.

6. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and her respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Storm Sewer Easement Premises. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

7. **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.

8. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor 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 Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

9. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement or any work performed within the Storm Sewer Easement Premises.

10. **Reservation of Rights.** Grantor reserves the right to use the Storm Sewer Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by Grantee of the rights granted in this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Storm Sewer Easement Premises, nor permit the Storm Sewer Easement to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner has the right to grant other non-exclusive easements over, along, upon, or across the Storm Sewer Easement Premises; provided, however, that any other easements will be subject to this Agreement and the rights granted in this Agreement; and provided further that the Owner must obtain the Village's prior written consent to the terms, nature, and location of any other easements.

11. **Amendments.** This Agreement, together with Exhibits A and B 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 Grantee.

12. **Assignment of Rights.** Owner agrees that Grantee may assign its rights or delegate its duties under this Agreement, in whole or in part, without Owner's consent.

13. **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:

Grantor: Kristin R. Wills
405 E. Division Street
Coal City, IL 60416

With a copy to: _____

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

With a copy to: Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

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

14. **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.

15. **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.

16. **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.

17. **Condemnation.** If any or all of the Storm Sewer Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

18. **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.

19. **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.

20. **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.

21. **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 caused her respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

OWNER

By: _____

By: _____

Village President

Kristin R. Wills

Date

Date

ATTEST

By: _____

Village Clerk

State of Illinois)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terry Halliday, personally known to me to be the Village President of the Village of Coal City, and Pamela Noffsinger, personally known to me to be the Village Clerk for the Village of Coal City, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the Village President and Village Clerk of the Village of Coal City pursuant to authority granted to them by the Village Board of the Village of Coal City.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

State of Illinois)
) ss
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Kristin R. Wills personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed this instrument as her free and voluntary act, for purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

EXHIBIT A

"Subject Parcel"

TRACT 1: A PIECE OF GROUND 6 FEET WIDE AND 190 FEET DEEP COMMENCING AT A POINT 1491 EAST OF THE SOUTHEAST CORNER OF THE INTERSECTION OF BROADWAY AND DIVISION STREETS, IN COAL CITY, ILLINOIS; THENCE SOUTH 190 FEET, THENCE EAST 6 FEET, THENCE NORTH 190 FEET AND THENCE WEST 6 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

TRACT 2: A PIECE OF GROUND 24 FEET EAST AND WEST BY 190 FEET NORTH AND SOUTH BOUNDED AS FOLLOWS: COMMENCING AT A POINT 33 FEET SOUTH AND 192 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, THENCE SOUTH 190 FEET, THENCE EAST 24 FEET, THENCE NORTH 190 FEET THENCE WEST 24 FEET TO THE PLACE OF BEGINNING, IN SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT B

Storm Sewer Easement Premises

Appended on following page, depicting and describing:

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 27, 2020

RE: FINAL PAYMENT FOR CHAMLIN PHASE ONE ENGINEERING OF N. BROADWAY & FUNDING UPDATE

Chamlin completed the Phase One Engineering Report for the Village in the first quarter of 2020 allowing Coal City to compete for regional transportation improvement plan dollars. The Village Board had adopted a Resolution setting aside funding from Motor Fuel Tax proceeds to complete this work. Having completed the necessary work, Chamlin would like to be paid prior to the Village proceeding with the utilization of additional MFT funds in the rest of the upcoming fiscal year.

Currently, Coal City's N. Broadway project is tracking well with other regional projects. At this time, it looks as though it is likely to be recommended for adoption in the regional plan to allow the Phase Two Engineering to be completed with 80% federal match in calendar year 2024. While this appears to be far enough out to accommodate saving the Village's 20% match, should other projects fail to meet their timeline, Coal City's project could move up sooner, allowing it to be funded in any of the active plan years. Earlier completion of Phase Two would allow Coal City to push its project for construction when additional projects are requested in the first quarter of 2022 or 2024.

Recommendation:

Approve final payment for Chamlin Engineering Phase One Engineering of N. Broadway Reconstruction Project totaling \$50,050.



INVOICE

Please Remit Payment to:
 Chamlin & Associates, Inc.
 221 W. Washington Street
 Morris, IL 60450

BILL TO

Village of Coal City
 515 South Broadway
 Coal City, IL 60416

INVOICE #	DATE
3020204	3/16/2020
PROJECT #	TERMS
66314.00	Net 30 Days
North Broadway Improvement - Phase 1	

Professional Services Thru March 1, 2020

Engineering services related to the Phase 1 preliminary engineering for the North Broadway roadway improvement project per proposal dated June 11, 2019.

	Total Per Task	% Complete	Amount
Phase 1.1 Tasks			
TASK 1 Data Collection	\$5,000.00	100%	5,000.00
TASK 2 Environmental Coordination	\$25,000.00	75%	18,750.00
TASK 3 Topographic and Land Survey	\$38,000.00	100%	38,000.00
TASK 7.1 Stakeholder Coordination and Public Involvement	\$1,000.00	100%	1,000.00
Phase 1.2 Tasks			
TASK 4 Roadway Drainage Analysis	\$18,500.00	50%	9,250.00
TASK 5 Roadway Geometrics	\$70,000.00	90%	63,000.00
TASK 6 Project Development Report	\$12,000.00	90%	10,800.00
TASK 7.2 Stakeholder Coordination and Public Involvement	\$3,500.00	0%	-
			Total
			145,800.00
			Previously Billed
			(95,750.00)
			Final Total
			\$50,050.00

RECEIVED
 MAR 23 2020
 VILLAGE OF COAL CITY

Thank you for your business!

Past due charges are subject to 18% interest per annum.

3017 Fifth Street
 Peru, IL 61354
 (815) 223-3344

218 W. Lafayette Street
 Ottawa, IL 61350
 (815) 434-7225

221 W. Washington Street
 Morris, IL 60450
 (815) 942-1402

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 27, 2020

RE: GRUNDY CONSOLIDATED DISPATCHING ANNUAL INVOICING

In line with the efforts to bring large expenses to the Village Board prior to their payment, the annual Grundy County Consolidated Dispatching has been received with its first installment due for payment. This annual fee, which is currently \$95,573.58 for the current fiscal year is paid by June and then again prior to November 1st of each year. The formula by which agency fees is determined is holding to be a fair determinant of contributions to be required of each agency.

Since the inception of the intergovernmental agreement regulating participating agencies, Coal City's total portion of the budget has increased, but the increase in apportionment is directly related to the total number of calls increasing across the community. The number of calls increasing in Coal City is relative to all other public safety agencies who participate within the agreement. This occurred at a time the total apportionment of the budget increase for fire agencies because one of the factors is the total amount of time each agency utilizes the available bandwidth.

Overall, this cost is remaining stable and its determination since incorporation of an agreed upon formula in 2017 has greatly assisted in regulating this annual expense.

Recommendation:

Approve the expenditure of \$95,573.58 to pay the invoice for Grundy Consolidated Dispatching Fees.

**GRUNDY COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD**

111 E. Illinois Ave. **9-1-1** Morris, Illinois 60450
(815) 942-6645

May 6, 2020

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

Please accept this letter as an invoice for your annual agency contribution for dispatching fees. As stated in the Intergovernmental Agreement, section 8.3.3 signed by your agency, half of your agencies total contribution is due on or before June 1, 2020 with the remainder due November 1, 2020.

2020 Contribution Amount:

\$95,573.58

\$ 47,786.79 01-21-571

Remit to:
Grundy County E.T.S.B.
78 W. Lowery Rd.
Morris, IL 60450

Sincerely,

Brent Dite
Chairman

BD/jrp