

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JUNE 26, 2019
7:00 p.m.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes June 12, 2019
4. Approval of Warrant List
5. Public Comment
6. Ordinance 19-14 Adoption of Raffle Ordinance

7. Resolution 19-12 Authorizing Entry Into a Revised Agreement with the "Fredin Trust" For Oak Street Dedication and Improvement Agreement to Facilitate Roadway Improvements And Installation of Sanitary Sewer Facilities
8. Resolution 19-13 Updating Public Comment Policy Rules
9. Presentation Boy Scout Cabin
 By Boy Scout Association
10. Motion Directing Publication of Invitation for Alternative Proposals for the Acquisition and Development of 25 S. Broadway Street
11. Accept and Award Bid For Purchase and Transport of House on 160 S. Broadway OR Accept Proposal for Demolition of House on 160 S. Broadway
12. Motion Awarding Bid for Coaler Street Sanitary Sewer Extension Project Roadway Alternate #3 to Superior Excavating as the lowest responsible Bidder in the amount of \$121,835
13. Report of Village President
14. Report of Village Trustees: S. Beach
 T. Bradley
 D. Spesia
 D Greggain
 R. Bradley
 D. Togliatti
15. Report of Village Clerk
16. Report of Village Attorney
17. Report of Village Engineer
18. Report of Police Department by Sgt. C. Harseim
19. Adjourn



A Professional Corporation
1979 N. Mill Street, Suite 207
Naperville, IL 60563
www.ancelglink.com

Mark R. Heinle
mheinle@ancelglink.com
(P) 331.457.4415
(F) 630.596.4611

MEMORANDUM

To: Mayor Halliday and Trustees

CC:

From: Mark R. Heinle
Matt Fritz

Subject: Fredin – Oak Street Dedication

Date: June 24, 2019

Included within the Coaler Lift Station Replacement Project were a number of subsidiary projects which fell within the involved public rights of way to ensure final improvements for all of the residents adjacent to this utility project. In addition to the main project, which was the replacement of the aging Coaler Lift Station with a gravity fed sanitary collection line, the storm collection is to be improved with over land flow systems on the north side of the residences on the north side of Oak Street and the missing portion of Oak Street between DiPaolo and Ann Streets was to be completed with sanitary and storm utilities. The last included utility work was a replacement water line that was run out to the high school back during its original construction. During the bids for the Coaler Lift Station Replacement Project, bids were received for all aspects of this construction project, specifically including Alternate #3, covering the completion of a missing portion of Oak Street. While the rest of the project was awarded to low bidder Stott Contracting on March 19, 2019, the Oak Street construction portion had been tabled for future consideration as discussions with the Fredins to acquire the right-of-way continued.

In the interim, in order to keep the construction project on track, the Village Board approved an earlier version of the dedication agreement on April 10, 2019 in anticipation of receiving final sign-off from the Fredins. That version simply called for the dedication of the Oak Street right-of-way in return for three sanitary sewer service line taps provided to the Fredins' property to service anticipated future residential development, with the parties to further discuss the terms of the roadway improvement at a later date. The Fredins have indicated that the shared cost of the roadway improvements is critical to their participation and seek to memorialize that aspect of the agreement simultaneously with the street dedication.

June 24, 2019

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As such, the proposed agreement provides necessary right of way to the Village to enable the installation of utilities west of DiPaolo in return for the Village splitting the cost of improving the roadway with the Fredins. Under the proposed agreement for your consideration, the Fredins would front half of the \$121,835.00 road construction cost. The Village would award the contract to Superior Excavating as low bidder and self-fund the remaining \$60,917.50. The Village will be obligated to proceed with this portion of the project which had been tabled at the March 19 meeting when all of the other portions of this project were approved by the Village Board. Funding of the Village's portion of construction shall consist of utility capital funding due to the overall project being a major, nearly \$1 million capital improvement to the utility system. These funds are available following the Village's final close out of its IEPA Loans at the end of the FY19 budget cycle.

Upon entering into this agreement, all of the necessary right of way to construct the missing portion of Oak Street would be dedicated to the Village, allowing the installation of the sanitary sewer line within the public right-of-way and the ensuing completion of the street.

Recommendation:

- 1) Adopt Resolution: Entering into an Agreement with the Fredins for the Right of Way Dedication of Oak Street west of DiPaolo, and providing for the completion of roadway improvements through a 50/50 cost sharing agreement.
- 2) Award the bid for Coaler Street Sanitary Sewer Extension Project Roadway Alternate #3 (completion of the Oak Street roadway improvement, west of DiPaolo) to Superior Excavating as the lowest responsible bidder in the amount of \$121,835.00.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO A REVISED DEDICATION
AGREEMENT WITH JAMES A. FREDIN AND DOUGLAS J. FREDIN, FOR
PURPOSES OF IMPROVING OAK STREET AND INSTALLING PUBLIC UTILITIES
THEREIN**

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 _____, 2019

RESOLUTION NO. _____

~~A RESOLUTION AUTHORIZING ENTRY INTO A REVISED DEDICATION~~
~~AGREEMENT WITH JAMES A. FREDIN AND DOUGLAS J. FREDIN, FOR~~
~~PURPOSES OF IMPROVING OAK STREET AND INSTALLING PUBLIC UTILITIES~~
~~THEREIN~~

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

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

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

WHEREAS, JAMES A. FREDIN, a natural person residing in Illinois, and DOUGLAS J. FREDIN, a natural person living in Illinois (cumulatively, “Owner”) owns that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-183-006 and legally described on Exhibit A (the “Property”) of the *Street Dedication and Improvement Agreement* attached hereto as **Exhibit 1** (the “Revised Agreement”); and

WHEREAS, the Village Board previously approved Resolution 19-06 on April 10, 2019, authorizing entry into an earlier version of the Revised Agreement, but pursuant to additional negotiations, certain terms and conditions have been added or modified; and

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

Agreement (the "Dedicated Property"); and

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

WHEREAS, Owner desires to dedicate the Dedicated Property to the Village for public utility purposes and public street or highway purposes to provide for the continuation and improvement of Oak Street to yield a continuous public roadway for vehicular traffic; and

WHEREAS, the Village Board hereby finds and determines that uniting the improved stretches of Oak Street west and east of the Dedicated Property would enable a more direct and continuous east-west route through the Village for residents, visitors and first responders; and

WHEREAS, the Village is willing to accept the dedication of the Dedicated Property and to install Sanitary Sewer Facilities therein and improve the Dedicated Property for roadway purposes in accordance with the terms and conditions set forth in the Revised Agreement; and

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

WHEREAS, the Village Board has considered the updated terms and conditions provided in the attached Revised Agreement and find that entering into said Revised Agreement is in the best interest of the Village and the residents thereof.

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

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

SECTION 2. ENACTMENT.

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

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

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

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

SECTION 5. EFFECTIVENESS. This Resolution shall be in full force and

effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2019, at Coal City,

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED by me this _____ day of _____, 2019.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

STREET DEDICATION AND IMPROVEMENT AGREEMENT

Appended on following pages

4850-8109-0459, v. 1

**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

STREET DEDICATION AND IMPROVEMENT AGREEMENT

THIS STREET DEDICATION AND IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019 (the “**Effective Date**”), by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the “**Village**”) and JAMES A. FREDIN, a natural person residing in Illinois, and DOUGLAS J. FREDIN, a natural person living in Illinois (cumulatively, James A. Fredin and Douglas J. Fredin are known herein as “**Owner**”).

W I T N E S S E T H:

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

H. The dedication of the Dedicated Property would help to facilitate the completion of Oak Street as a continuous public roadway that would afford a more direct and continuous east-west route through the Village for residents and first responders, enable vehicular access to the Property and enhance the value of the Property.

I. The Village and Owner (collectively, the “Parties”) have negotiated the terms associated with Owner’s dedication of the Dedicated Property.

J. The Village is willing to accept such dedication and to convert and improve the dedicated property to a public right-of-way for roadway purposes in accordance with the terms set forth herein.

K. The Parties mutually desire that Owner dedicate the Dedicated Property to the Village and that the Village improve the Dedicated Property with the Sanitary Sewer Facilities and for roadway purposes and wish to confirm their respective obligations to each other 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, Owner and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the Parties.
2. **Right-of-Way Conveyance Plat.** The Village has prepared, at its expense, a Right-of-Way Conveyance Plat (the “Plat”) appended hereto as **Exhibit B** showing the dedication of the Dedicated Property to the Village for public right-of-way. The Village shall approve this Agreement and all Exhibits appended hereto, including without limitation, the Plat, and shall sign and record this Agreement. Owner shall have no payment obligation with regards to the preparation, approval or recordation of this Plat. In addition to executing this Agreement and not objecting to the recordation thereof, Owner agrees to execute and deliver a quitclaim deed for the Dedicated Property to the Village or undertake such other and further acts as may be reasonably necessary or convenient to effectuate the purposes of this Agreement to cause the Dedicated Property to be conveyed from Owner to the Village. There shall be no encumbrances on the Dedicated Property including but not limited to special service areas, recapture fees, mortgages, liens or any other financial obligation.
3. **Village Improvements.** Within one year of the Effective Date, provided that Owner is not in breach of its obligations under this Agreement, including, without limitation, Owner’s Funding Obligation as provided in Paragraph 5, as defined hereinbelow, the Village shall, commence or cause the commencement of the construction of the roadway improvements to the Dedicated Property in substantial accordance with Village street standards and with the plans and specifications detailed in “Roadway – Alternate #3” of that certain public bid opening dated March 19, 2019 and cumulatively attached hereto as **Exhibit C** and, by this reference, incorporated as though fully set forth herein (the “**Roadway Improvement Project**”). Following commencement of the Roadway Improvement Project, the Village shall cause its contractor(s) to continue without interruption or

delay, and otherwise diligently pursue and prosecute the construction of the Roadway Improvement Project until substantial completion, subject only to Force Majeure delays beyond the reasonable control of and without the fault of the Village or its contractors. Owner agrees to execute and deliver, at no additional cost, any temporary construction easement on, over, across and through the Property as may be reasonably necessary to enable the Village to construct the Roadway Improvement Project. If the Village causes any damage to the Property during construction, the Village shall promptly repair and restore said Property at the Village's expense.

4. **Village Maintenance.** Upon the dedication of the Dedicated Property and continuing following completion of the Roadway Improvement Project, the Village shall be solely responsible for the maintenance of the Dedicated Property and any improvements constructed thereon. This maintenance includes snow removal, patching and other required maintenance, subject to budgetary constraints of the Village and the Village's sole discretion as to priority, timing and necessity of such maintenance, but in general keeping with the standards regarding maintenance of similar roadways throughout the Village.

5. **Owner's Contribution.**

- A. In consideration for the mutual respective rights and obligations hereunder, the Parties have agreed to evenly share the cost of the Roadway Improvement Project, as provided herein. The aggregate cost of the Roadway Improvement Project is ONE HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$121,835.00), as set forth in the redacted bid of Superior Excavating attached hereto as **Exhibit D** and hereafter known as the "**Dedicated Property Improvement Cost.**"
- B. On or before the date on which the Village awards a contract for the construction of the Roadway Improvement Project, Owner shall pay over to the Village SIXTY THOUSAND NINE HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$60,917.50) in immediately available funds (the "**Owner's Contribution**"), tendered to the Village in accordance with the Village's deposit or other payment obligations. The Village agrees to use Owner's Contribution exclusively towards the cost of the Roadway Improvement Project.
- C. If Owner fails to timely pay Owner's Contribution in full, the Village shall be released of any obligation to construct the Roadway Improvement Project, or in the alternative, to obtain a mandatory injunction or compelling the payment of Owner's Contribution.
- D. Until the Village is paid Owner's Contribution, this Agreement shall be a lien against the Property in the amount of the Owner's Contribution. Said lien shall be deemed perfected on the date this Agreement is recorded against the Property. The Village may enforce such lien in foreclosure proceedings as permitted by law.

6. **Sanitary Sewer Service Lines.** In consideration for the Dedicated Property, the Village

shall construct, at its own expense, three (3) ___” sanitary sewer service lines extending from the Sanitary Sewer Facilities to the Property’s post-dedication new north property line.

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

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

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

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

Owner: JAMES A. FREDIN
DOUGLAS J. FREDIN
c/o Fredin Construction Co.
P.O. Box 515
New Lenox, IL 60451

With a copy to: Diane Yohnka Jorstad
Hynds, Yohnka, Bzdill & McInerney, LLC
105 W. Main Street
Morris, IL 60450

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

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

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

SIGNATURE PAGES TO FOLLOW

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

OWNER:

JAMES A. FREDIN

DOUGLAS J. FREDIN

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES A. FREDIN, personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

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

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOUGLAS J. FREDIN, personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

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

Notary Public

THE VILLAGE:

ATTEST:

VILLAGE OF COAL CITY, an Illinois
Municipal Corporation

By: _____
Village Clerk

By: _____
Name: Terry Halliday
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

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

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

Notary Public

EXHIBIT A

"Property"

Commencing at the Southwest Corner of Lot 2 of Mar-Leen Subdivision Fifth Addition, being a subdivision located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East of the Third Principal Meridian, said point being the Point of Beginning; thence South 89 degrees 55 minutes 53 seconds West along the North Line of Mar-Leen Subdivision Third Addition for a distance of 271.32 feet to the Northwest Corner of said Third Addition; thence North 00 degrees 01 minutes 53 seconds East for a distance of 235.65 feet; thence North 89 degrees 50 minutes 44 seconds East for a distance of 271.33 feet to the Northwest Corner of Mar-Leen Subdivision Fifth Addition; thence South 00 degrees 01 minutes 53 seconds West along the West Line of said Fifth Addition for a distance of 236.42 feet to the Point of Beginning, all located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East of the Third Principal Meridian, Village of Coal City, Grundy County, Illinois.

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

EXHIBIT B

Right-of-Way Conveyance Plat

Appended on following page(s)

EXHIBIT C

Roadway Improvement Project Plans and Specifications

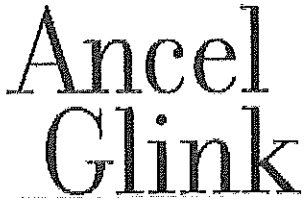
Appended on following page(s)

EXHIBIT D

Itemized Roadway Improvement Project Cost

Appended on following page(s)

4840-6037-4427, v. 1



A Professional Corporation
1979 N. Mill Street, Suite 207
Naperville, IL 60563
www.ancelglink.com

Mark R. Heinle
mheinle@ancelglink.com
(P) 331.457.4415
(F) 630.596.4611

MEMORANDUM

To: Mayor Halliday and Trustees
CC:
From: Mark R. Heinle
Subject: Public Comment Rule Amendments
Date: June 18, 2019

My colleague Dan Bolin and I completed the third of our three-part zoning training session with the Plan Commission and Zoning Board of Appeals. Over the course of three months, we presented on topics including the statutory authority and jurisdiction of the zoning advisory bodies, distinctions between public hearings and meetings, the various types of zoning relief and the standards governing each, annexation, subdivisions, building code adoption, application and enforcement, affordable housing, the Village's sign regulations, legal nonconforming uses and buildings, recreational cannabis as it relates to zoning regulations, and the Open Meetings Act and FOIA.

During the course of our preparation and presentations, we identified several areas where we recommend that the Village amend certain existing regulations or where the advisory bodies may adopt enhanced procedures to ensure consistent, efficient and orderly meetings and hearings. One such area that would benefit from an update is the Village's public comment policy, which was adopted in 2011 and has not been revised since. Particularly where the Village might reasonably anticipate an elevated level of public interest surrounding issues raised by the local handling of recreational cannabis in the near-term, we recommend the timely adoption of updated public comment rules incorporating the legal developments that have emerged in the last decade through a series of advisory and binding opinions from the Public Access Counselor of the Attorney General's Office.

The Open Meetings Act requires that people be provided an opportunity to address public officials in accordance with written rules established by the public body. The revised public comment rules respond to the following general principles that have emerged from nearly a decade of PAC and judicial interpretations of the Open Meetings Act's public comments requirements:

ANCEL GLINK

June 18, 2019

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1. Public comment must be provided at *all* meetings.

The Open Meetings Act (“OMA”) requires a public body to allow public comment at every meeting of the public body. The pre-amendment version of the Village’s public comment policy only calls for public comment at *regular* meetings of the Village Board. Public comment must be provided at all regular and special meetings of the Board, as well as all regular and special meetings of committees and advisory boards.

2. Subsidiary bodies must provide public comment at their own meetings

Public comment must be part of all meetings of subsidiary bodies, including the Plan Commission, ZBA, Health and Safety Committee, Parks Committee, Finance Committee, PUD Committee, etc.

3. A public body cannot restrict the content of public comment

In early advisory opinions, the PAC held that a public body could limit the topic of public comment to matters “germane” to the agenda, but the PAC has since changed its position on this issue, now stating that public bodies cannot restrict the content or subject matter of speakers’ public comments at meetings. As a result, restricting comments to agenda items or forbidding comments about personnel matters or other content-specific limitations should be avoided.

4. Prerequisites to public comment are generally invalid

Speakers cannot be forced to register in advance or to state their home addresses to speak during public comment. Policies restricting eligible speakers to Village residents are also invalid. Speakers cannot be forced to disclose the subject or content of their remarks prior to speaking.

5. Public officials do not have to answer questions or respond to comments

While the public has the right to *ask* questions during public comment, the OMA does not require public officials to respond.

6. The Village can establish time limit rules for public comment

Aggregate and individual time limits on public comment are okay so long as they are reasonable and written. The Village’s proposed 3 minutes-per-speaker/30 minutes-aggregate comment period is safe. If the Village extends (or decreases) the time for speaking at a particular meeting due to extensive public interest, it must be mindful of treating all speakers at the meeting similarly, regardless of topic or stance. Where one speaker is granted additional time to speak, others should as well.

ANCEL GLINK

June 18, 2019

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7. The Village can establish and enforce rules on decorum

While the Village cannot regulate the content of speech, the Village is allowed to proscribe reasonable rules to govern meeting decorum and procedure. As such, public bodies can make and enforce decorum rules to interrupt or even (in extreme cases) remove a disruptive speaker from a meeting when the removal is “clearly necessary to permit a public body to effectively conduct its business.” While discretion should be exercised carefully, the Village can discourage repetitive comments in the interest of efficiency or prevent speakers from speaking multiple times.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION UPDATING THE VILLAGE'S PUBLIC COMMENT POLICY AND
RULES SET FORTH IN TITLE III, CHAPTER 37, ARTICLE XIII OF THE VILLAGE
OF COAL CITY CODE OF ORDINANCES**

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

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

VILLAGE TRUSTEES

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Coal City
on _____, 2019

RESOLUTION NO. _____

A RESOLUTION UPDATING THE VILLAGE'S PUBLIC COMMENT POLICY AND RULES SET FORTH IN TITLE III, CHAPTER 37, ARTICLE XIII OF THE VILLAGE OF COAL CITY CODE OF ORDINANCES

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;

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;

WHEREAS, the Village previously adopted Resolution 11-07, establishing rules and procedures for public comment at Village meetings pursuant to and in accordance with Subsection 2.06(g) of the Illinois Open Meetings Act, 5 ILCS 120/2.06(g) (the "Act");

WHEREAS, the Public Access Counselor of the Illinois Attorney General's Office (the "PAC") has issued many advisory and several opinions offering guidance on the parameters of public comment regulation;

WHEREAS, the Village President and Village Board of Trustees (the "Corporate Authorities") have a responsibility to conduct and provide for the conducting of the business of the Village in an orderly and efficient manner and desire to update the public comment rules to encourage orderly public comment for the Village Board and the Village's subsidiary and advisory boards and committees consistent with the Act and the most recent judicial decisions and Attorney General opinions; and

WHEREAS, the Corporate Authorities hereby find and determine that it is advisable and in the best interests of the Village and its residents to update its rules and procedures for public comment as set forth herein.

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. AMENDMENT.

Title III ("Administration"), Chapter 37 ("Village Policies"), Article XIII ("Public Comment Policy") of the Village of Coal City Code of Ordinances shall be, and hereby is, amended to read as follows (additions **underlined in bold**, deletions marked with ~~strikethrough~~):

§ 37-60. Findings and Authority and Application.

~~Pursuant to Public Act 96-1473, the Illinois General Assembly recently amended the Illinois Open Meetings Act (OMA), 5 ILCS 120/1 et seq., effective January 1, 2011.~~ **Pursuant to and in accordance with Section 2.06(g) of the Illinois Open Meetings Act ("OMA"), the Village Board and all subsidiary public bodies of the Village will hold a public comment period, providing** ~~The new provisions of the OMA provide that any person shall be permitted an opportunity to address public officials~~ **in accordance with the rules set forth in this Article XIII. This Article is intended to promote the orderly conduct of meetings and ensure fairness to those who wish to address the public body. The rules in this Article apply to all public bodies in the Village, including without limitation, the Village Board and all subsidiary boards, advisory boards, committees and subcommittees (cumulatively, "Public Bodies").** ~~under the rules established and recorded by the public body. The corporate authorities believe it is in the best interest of the Village to comply with the new provisions of the OMA and to adopt procedures for public comment at its meetings.~~ **Public hearings required by state statute shall be conducted in accordance with state statute and adopted rules and procedures applicable to public hearings. All persons offering testimony at a public hearing shall testify under oath. Public hearings are not part of the public comment period of a meeting and are not subject to the public comment policy, rules and procedures set forth in this Article XIII.**

§ 37-61. Public Comment Permitted.

Public comment shall be listed on each **agenda for every regularly and special** ~~Village Board meeting~~ **of all Public Bodies. Unless otherwise superseded by a more specific protocol or procedure adopted by an individual Public Body, the public comment period**

shall be near the beginning of the meeting. All and persons shall be allowed to address the Village Board Public Body as set forth in this article.

§ 37-62. Time Limitations.

- A. It shall be the policy of the Village Board that any person may address the Village Board Public Body at its regular **and special** meetings under the public comment agenda item. Public comment shall be limited to three minutes per speaker to speak on any matter pertinent to issues or matters relating to the Village of Coal City. The three-minute time limit shall apply unless the President or Chairperson of the Public Body ("Presiding Officer") may designate additional or lesser time limit for individual public comment at a meeting, subject to the approval of a majority of the Trustees or members of the Public Body ("Members") then present Village Board, by a majority vote, sets a lower or higher time limit for comment on a particular subject, which shall apply to all speakers during that public comment section. The public comment section may be closed at any time upon a motion and second of the Board of Trustees and a majority vote in favor thereof. The Presiding Officer shall recognize and allow to speak any person desiring to speak on a first-recognized, first-served basis.
- B. The total amount of time allocated for public comment at any meeting of the Public Body shall not exceed thirty (30) minutes, unless determined otherwise by the Presiding Officer. In the event that all persons desiring to speak during the public comment period are not able to do so within the time limit allowed, the Presiding Officer shall have the option (but not the obligation) of extending the time allocated for public comment, subject to the approval of a majority of the Members then present either at the point designated on the agenda, or at such later point on the agenda, as the Presiding Officer shall otherwise determine.
- C. If a person desires to speak during the public comment period about a matter that is the subject of a specific agenda item at the same meeting, the Presiding Officer may require that person to speak about the matter during the discussion of the agenda item instead of during the general public comment period. If no public comment will be allowed during the discussion of the specific agenda item, then the person will be allowed to speak about the matter during the general public comment period.

§ 37-63. Number of Speakers.

If numerous persons wish to speak on a single topic, said persons shall be recognized, but the Presiding Officer may reasonably restrict repeated comments shall be discouraged.

§ 37-64. Conduct.

- A. All questions or statements by a speaker must be directed to the Presiding Officer and the Members. All other will be ruled out-of-order by the Presiding Officer.**
- B. All comments must be civil in nature. Any person who engages in threatening, slanderous or disorderly behavior or acts designed to intimidate, threaten or harm persons or damage or destroy property when addressing the Village Board, or who interrupts other speakers, uses profanity, or speaks out of turn or otherwise disrupts the meeting of the Public Body shall be deemed out-of-order by the Presiding Officer and his or her time ceased to address the Village Board at said meeting.**
- C. Members of the audience shall refrain from applauding, cheering or making derogatory remarks during, or at the conclusion of, remarks made by any speaker, including members of the Public Body, staff, or the public.**
- D. No person shall interrupt the proceedings of a Public Body or cause any other form of disturbance or disruption.**

§ 37-65. Responses.

Members of the Public Body may, but need not, respond to public comments or questions.

§ 37-66. Written Submissions.

Any person shall have the right at any time to provide written comments to any Public Body or any other Village official by addressing those comments via mail or personal delivery to Village Hall at 515 S. Broadway Street, Coal City, Illinois 60416.

§ 37-67. Additional Rules.

The Presiding Officer and Members have authority to determine procedural matters regarding public participation not otherwise defined in this policy and not inconsistent with this policy.

§ 37-68. Enforcement.

Speakers must comply with these rules in order to encourage full, efficient and orderly public participation at meetings of Public Bodies. When a person fails to comply with these rules, the Presiding Officer may:

- a. end the person's time for addressing the Public Body;**
- b. ask the Public Body for a motion to recess the meeting to a certain time and date;**

- c. cause the removal of the person from the premises of the meeting, after consulting with the Village Attorney.

SECTION 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 5. EFFECTIVENESS. This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED by me this _____ day of _____, 2019.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

This _____ day of _____, 2019.

MEMORANDUM

To: Mayor Halliday and Trustees

CC:

From: Mark R. Heinle

Subject: 25 S. Broadway Sale Process

Date: June 21, 2019

The Village periodically discussed the sale of 25 S. Broadway (PIN 09-02-101-004) [the "Village Property"] in connection with several development concepts that have been floated for the assemblage of the Village Property with several parcels immediately north of it. There are several alternative procedures that may be followed to sell Village-owned property. In the case of the Village Property, which is located in a tax increment financing district, the simplest method is set out below.

The Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) ("**TIF Act**") grants broad authority to municipalities to encourage economic development. In pertinent part, the TIF Act allows municipalities to:

acquire by purchase, donation, lease or eminent domain; own, *convey, lease, mortgage or dispose of land and other property, real or personal*, or rights or interests therein, and grant or acquire licenses, easements, and options with respect thereto, *all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project.*

65 ILCS 5/11-74.4-4(c) (emphasis added).

The TIF Act further states that a municipality must adopt an ordinance authorizing the sale of land, and that:

no conveyance, lease, mortgage, or other disposition of land owned by a municipality . . . *shall be made without making public disclosure of the terms of the disposition and all bids and proposals* made in response to the municipality's request. The procedures for obtaining such bids and proposals *shall provide reasonable opportunity for any person to submit alternative proposals or bids.*

(*Id.*) (emphasis added).

These provisions govern the sale of land owned by the Village under TIF Act. Prior to selling a property, the Village may negotiate the terms of a redevelopment agreement with a single developer. The terms of sale – including the sale price – may be set by the Village at a lower rate than the property’s appraised or fair market value, if such a compromise is viewed as being “reasonably necessary” to achieve the TIF district’s objectives. It is not unusual for a municipality to offer a steep or total discount of the property’s sale price as a TIF incentive.

Here, the Village negotiated extensively in 2018 with a development group interested in the Village Property. Administrator Fritz indicates that the development group or closely related entities appear prepared to enter into a deal substantially conforming to the proposed redevelopment agreement. With an agreement in principle with a developer largely in place, the Village may publish a notice that: 1) informs the public that the draft agreement is available for review; and 2) invites alternate proposals to be submitted by a specific date. It is unusual for communities to receive a serious proposal in response to the notice. If the Village receives a proposal, it may be presented to the Village Board for consideration alongside the thoroughly negotiated redevelopment agreement with the preferred developer/development concept. The Village Board may then choose which proposal it prefers and adopt an ordinance approving the redevelopment agreement.

The redevelopment agreement incorporates the sale terms of the Village Property by including a purchase and sale agreement as an exhibit to the draft redevelopment agreement. After the board adopts an ordinance approving the redevelopment agreement, the Village can simply follow the provisions of the purchase and sale agreement to close the transaction.

The draft redevelopment agreement provides for numerous conditions that must be satisfied before the Village is obligated to actually sell the Village Property for development, including, notably, the acquisition of the neighboring parcels, a Village-approved development concept, evidence of adequate financing, and other similar requirements designed to ensure that the discounted sale price is in support of an actionable development plan.

Where the developer fails to perform, the Village reserves to itself several alternative recourse methods, including requiring the Village to pay the Village \$105,000 to compensate the Village for parting with the Property at below-market value or actually being forced to reconvey the Village Property back to the Village.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2019 ("Effective Date"), between the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois ("Seller"), and _____ ("Purchaser") (collectively the "Parties").

RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real property encompassing +/- 0.17 acres commonly known 25 S. Broadway, Coal City, Illinois 60416, bearing property tax identification number 09-02-101-004 and legally described in **Exhibit 1** (the "Property").

2. **Purchase Price.** The purchase price for the Property shall be fifteen thousand and no/100 dollars (\$15,000.00) ("Purchase Price"), subject to and as adjusted by any credits provided to Purchaser, including, without limitation, the earnest money described in Section 3 of this Agreement. The Purchase Price shall be paid in full by transfer of immediately available funds at Closing.

3. **Earnest Money.** Upon execution of this Agreement, Purchaser shall deposit with Chicago Title Insurance Company (the "Title Company") an earnest money (the "Earnest Money") deposit in the amount of five thousand and no/100 dollars (\$5,000.00). Purchaser shall be credited with the Earnest Money at Closing. Purchaser acknowledges that except as otherwise provided herein, the Earnest Money is nonrefundable and will be retained by Seller even if Purchaser does not complete the purchase of the Property. In the event of a default by the Seller, the Earnest Money will be returned to the Purchaser.

4. **Closing.** The Purchaser will schedule a closing of the purchase and sale (the "Closing") within thirty (30) days (the "Closing Date") of the expiration of the "Inspection Period," as that term is defined in Section 5 of this Agreement. The Closing will be at a mutually agreeable time at the offices of the Title Company or such other place and time as may be agreed upon by the Parties.

5. **Rights of Inspection; Regulatory Approvals; Title and Survey.**

(a) Upon the Effective Date and for the later of (i) thirty (30) days thereafter or (ii) or the expiration of the "Title Cure Period," as hereinafter defined (the Effective Date through the last to occur of these dates shall be known as the "Inspection Period"), Purchaser, its counsel, accountants, agents and other representatives, shall have full and

continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Property during the Inspection Period for any purpose related to this transaction, including, without limitation, inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests, and such other work as Purchaser shall consider appropriate (the "Inspections"). Upon the voluntary or involuntary termination of the Inspection Period, Purchaser shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.

(b) During the Inspection Period, Purchaser shall have the further right to make such inquiries of governmental agencies, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory and financial approvals from any local, state, or federal governmental entity or agency necessary for the development, construction, and operation of a restaurant on the real property adjacent to and immediately north of the Property, including, without limitation, securing approval of a Broadway Street curb-cut on the Property.

(c) The Purchaser's Inspections of the Property are subject to the Purchaser holding Seller and its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors, and assigns, harmless and fully indemnifying Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section 5(c) shall survive Closing.

(d) The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, whether to proceed with the purchase of the Property. In the event such conditions to Purchaser's obligations have not been satisfied within the Inspection Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all, other than Purchaser's failure to timely remit to Seller a completed application for special use approval to construct a restaurant with drive-thru services on the real property adjacent to and immediately north of the Property. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement, provided that Purchaser shall retain the Earnest Money.

(e) In the event that the Inspections uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing and the Seller will have the option, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law prior to Closing.

(f) Within two (2) days after the Effective Date, Seller will order a plat of survey of the Property, at the Seller's sole cost and expense, prepared by a licensed Illinois land surveyor and certified by the surveyor to the Purchaser and Title Company as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements ("Survey"). The Seller shall cause the Survey to be delivered to the Purchaser promptly upon receipt, but in no event later than within thirty (30) days after the Effective Date. The legal description on the Survey shall be the description used in the deed conveying the Property to Purchaser and in the Title Insurance Policy.

(g) Within two (2) days after the Effective Date, Seller will order a title commitment from the Title Company, at the Seller's sole cost and expense, to be delivered to Purchaser promptly upon receipt, but in no event later than thirty (30) days after the Effective Date. The title commitment ("Title Commitment") shall be a current ALTA Form B title commitment for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price for the Property showing fee simple title to the Property vested in the Seller, subject only to (i) covenants, conditions and restrictions of record, (ii) general real estate taxes not yet due and payable, and (iii) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Seller shall so remove, (collectively, the "Permitted Exceptions"), along with copies of all documents recorded with respect to the Property which appear on the Title Commitment. Within ten (10) days of receipt of the Title Commitment, the Purchaser will notify the Seller as to (i) any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser, and (ii) any objections the Purchaser may have to the Survey ("Purchaser Title Notice"). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become Permitted Exceptions, and **Exhibit 2** to this Agreement will be modified accordingly. At least five (5) days prior to the Closing, the Seller will deliver to Purchaser a pro forma Title Commitment. The cost of the title insurance policies to be issued pursuant to the Title Commitment shall be paid by the Seller. Should Purchaser desire any special endorsements, the cost of the same shall be paid by Purchaser.

(h) The Seller will have fifteen (15) days from the receipt of the Purchaser Title Notice ("Title Cure Period") to provide Purchaser with assurances satisfactory to Purchaser that any such objectionable matters will be removed or endorsed over, in reasonable form and substance acceptable to Purchaser, on or before Closing. If Seller is unable to satisfy Purchaser as provided during the Title Cure Period, Seller shall have the right to extend the Title Cure Period for an additional fifteen (15) days in order to cure the objection or defect or obtain affirmative coverage for any such title defect by delivering notice to Purchaser of such extension or before the expiration of the Title Cure Period (in such event, the extended Title Cure Period shall be deemed for all purposes to constitute the "Title Cure Period"). At such time, the Purchaser may further extend the period in which the Seller will cure or remove such Unpermitted Exceptions or Survey defects or accept the Title Commitment and Survey as they then are. Unpermitted Exceptions which are accepted as part of this Section 5 will become Permitted Exceptions.

(i) During the Inspection Period, Purchaser shall have the right to access, review, and inspect the following:

- i.* All leases related to or concerning the Property;
- ii.* All contracts related to or concerning the Property;
- iii.* All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) for the Property;
- iv.* All statements and invoices for the past year covering all utilities (electricity, gas, water, and stormwater) relating to the Property;
- v.* All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Purchaser; and
- vi.* All violation notices concerning the Property, including, without limitation, building, zoning, environmental, or health code violations.

Seller agrees to cooperate in all respects to facilitate Purchaser's inspection and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Purchaser's reasonable request.

6. Control of Property. Seller shall deliver actual possession of the Property at Closing. The Property shall, on the Closing Date, be in the same general condition as of the Effective Date of this Agreement, ordinary wear and tear and use excepted, unless agreed by the Parties. Prior to Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damages or injury to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. In the event of termination, the Seller will promptly return the Earnest Money to the Purchaser. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including but not limited to, survey costs, inspection costs, real estate taxes, legal fees, and administrative fees; and (b) all remaining proceeds, including, without limitation, the Earnest Money, shall be paid to the Purchaser on the Closing Date.

7. ***Seller Representations.*** In order to induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below.

(a) Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

(b) To the knowledge of Seller, Seller is the owner of marketable and insurable fee simple title to the Property, free and clear of all liens, claims, security interests, encumbrances, leases of every kind, except those encumbrances which will be paid off at Closing.

(c) To the best of Seller's knowledge, the Property is tax exempt. If, between the date hereof and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.

(d) There are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("Contracts") relating to the Property with respect to any agent, employee or third party, which are not terminable at the will of the Seller on not more than thirty (30) days' notice and without penalty.

(e) To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the date hereof and the date of Closing, any notice of code violations is received or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

(f) The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.

(g) All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.

Seller further covenants and agrees to Purchaser that between the date hereof and the Closing Date:

(h) Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the

Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.

(i) Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonable adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for Property of its character.

(j) Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Purchaser at Closing for all taxes, assessments, claims for labor, materials, or supplies which have been incurred prior to Closing and which if unpaid, might by law become a lien or charge upon the Property.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

8. *Purchaser Representations.* In order to induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below.

(a) this Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;

(b) there are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;

(c) Purchaser understands and acknowledges that the Agreement is expressly contingent upon the Parties' entering into a tax increment financing redevelopment agreement governing, among other things, the development and future use of the Property, including without limitation an affirmative obligation by Purchaser to construct and open a Dunkin Donuts/Baskin Robbins on the Development Property, as hereinafter defined. Purchaser understands and acknowledges that failure to enter into a mutually acceptable redevelopment agreement provides grounds for the Seller, exercising its sole discretion, to unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder.

9. **Condition of Property.** PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- i. the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the redevelopment of the Property;
- ii. the granting of any permits or approvals concerning any matters that may be addressed within any redevelopment agreement, including, without limitation agreements entered pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*); and
- iii. The habitability, merchantability, marketability, profitability or fitness of the Property for the Project.

(b) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain a independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of defects which may now or hereafter exist with respect to the Property. Section 9(b) shall survive Closing.

10. Taxes and Special Assessments. General real estate taxes, special taxes and assessments if any, (cumulatively, the "Taxes") relating to the Property are currently exempt from payment and all Taxes previously due for the Property have been paid in full. Purchaser is responsible for all Taxes for the Property that come due on or after the date of Closing, including all 2018 Taxes (payable in 2019), if any, that come due following transfer of title and loss of tax-exempt status. The terms of this section shall survive the Closing.

11. Closing Costs; Related Fees. The Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing, including all deed and money escrow charges. The state and county transfer, grantor, documentary stamp or similar taxes applicable to this transaction, are expected to be exempt since the Subject Property is being transferred by a unit of government. If any such taxes are due and owing, Purchaser shall pay the same. Purchaser shall pay the cost of recording the deed if not exempt by local or state law. Seller shall pay any other usual and customary Seller's closing costs and charges except as specified herein and Purchaser shall pay the usual and customary Purchaser's closing costs and charges in addition to the costs and charges specified herein.

12. Seller's Obligations at Closing. At or prior to the Closing Date, Seller shall:

- (a) Deliver to Purchaser a duly recordable warranty deed to the Property conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;
- (b) Deliver to Purchaser any documents in Seller's possession with regard to any survey of the Property;
- (c) Deliver to Purchaser the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;
- (d) Deliver to Chicago Title Insurance Company ("Escrow Agent") an ALTA Statement, on Escrow Agent's standard form, executed by Seller;
- (e) Deliver to Escrow Agent an affidavit stating that there is no Property manager at the Property; and
- (f) Deliver to Escrow Agent a settlement statement; and
- (g) Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the Property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

The Parties hereto shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most

recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days prior to the Closing for the Purchaser's approval.

13. *Purchaser's Obligations at Closing.* At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the full balance of the Purchase Price and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Escrow Agent an executed Letter of Direction in substantially the same form as attached to this instrument as **Exhibit 3**, an executed, recordable warranty deed to the Property conveying the Property back to Seller in substantially the form attached hereto as **Exhibit 4**, and such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

14. *Delivery of Possession of Property.* The Seller shall deliver legal fee simple title for the Property to the Purchaser at Closing. Except as otherwise provided in this Agreement, if the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and Purchaser waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

15. *Subsequent Sale by Purchaser.* Seller acknowledges that it is customary for parties to create separate corporate entities to hold real estate assets, develop property or obtain project financing. Seller anticipates that the Purchaser may transfer the Property or assign its rights under this Agreement to a separate corporate entity in which it holds an ownership or management interest, or both ("Related Development Entity"). Seller agrees to permit the assignment of Purchaser's rights and obligations under this Agreement to any Related Development Entity.

16. *Conditions to the Seller's Performance.* The following are conditions precedent ("Seller Conditions"), each of which must be satisfied fully or waived in writing by Seller before Seller is obligated to convey the Property. All conditions must be and remain satisfied (if not waived) as of the Closing. The failure of any of the conditions set forth below shall grant the Seller the right, at the Seller's sole discretion, to terminate this Agreement if:

a. The Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;

b. The Purchaser fails to or is unable to close on and acquire fee simple title the real property located at 5 and 15 S. Broadway, Coal City, Illinois, bearing property tax identification numbers 09-02-101-001 and 09-02-101-002 and legally described on **Exhibit 5** attached hereto and made a part hereof (the "Development Property") prior to the date of Closing on the Property;

c. The Purchaser fails to or is unable to obtain zoning special use, site plan, engineering, stormwater management, landscaping, architectural signage, access approvals, authorizations, licenses, and permits, including, without limitation, securing approval of a Broadway Street curb-cut on the Property, and any other governmental approvals necessary (cumulatively, "Governmental Approvals") for Purchaser's intended use, development and operation of the Development Property with an approximately _____ +/- square foot commercial structure on the Development Property with dine-in and drive-through service (the "Restaurant") and a second structure to be occupied by a commercial use permitted as of right in the host C-4 Downtown Commercial zoning district or an eligible conditional use receiving conditional use approval from the Village, generally described as _____ (the "Complimentary Commercial Use"), together with associated off-street parking spaces on the Development Property, and accessory signage and landscape improvements, entrances and exits and other improvements, as more particularly set forth in the plans appended hereto as **Exhibit 6** (cumulatively, the "Project"). Notwithstanding the foregoing, the Purchaser acknowledges that Seller has jurisdiction to approve certain zoning and other changes relative to the Development Property and the Property. Nothing herein shall constitute a waiver of Seller's municipal powers and rights under the Illinois Municipal Code or the Coal City Village Code ("Village Code");

d. The Purchaser and the Seller are unable to agree to terms on a redevelopment agreement concerning the future use and development of the Project on the Property and the Development Property;

e. The Purchaser fails to provide the Village evidence satisfactory to the Village that Developer has the financial ability to acquire the Development Property and the Property, construct and complete the Project ("Evidence of Project Financing"). Evidence of Project Financing shall include a budget for the acquisition of the Development Property and the Property and construction of the Project thereon, together with cash equity and a binding commitment from a financial institution Village in a cumulative amount not less than the project budget; or

f. Purchaser fails to provide the Village with executed written statements providing for the operation of the Restaurant and the Complimentary Commercial Use via Purchaser's commitment or that of a third-party lessee.

17. Conditions to the Purchaser's Performance. The following are conditions precedent ("Purchaser Conditions"), each of which must be satisfied fully or waived in writing by Purchaser before Purchaser is obligated to obtain the Property. All conditions must be and remain satisfied (if not waived) as of the Closing. The failure of any of the conditions set forth below shall grant the Purchaser the right, at the Purchaser's sole discretion, to terminate this Agreement if:

a. Based upon the Governmental Approvals, Survey, soils tests, environmental assessment, utility studies, engineering, and other studies that Purchaser may perform, Purchaser has determined that the Property is not suitable for Purchaser's proposed use;

b. At the Closing, the Title Company is not unconditionally prepared to issue to Purchaser or its nominee an ALTA Owner's Policy in the full amount of the Purchase Price, insuring fee simple title to the Property to be vested in Purchaser or its nominee, subsequent to recording the Deed subject only to the Permitted Title Exceptions, together with all endorsements requested by Purchaser; or

c. The Governmental Approvals necessary to develop the Project on the Development Property are denied.

18. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

a. Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns; and

b. The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing,

except to the extent caused by the willful or intentional act of the Seller.

This Section 18 shall survive Closing.

19. Risk of Loss. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, with the consent of the Purchaser, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller repairs or restores the Property, then the Seller may, with the consent of the Purchaser, limit the amount to be expended. Whether or not Seller repairs or restores the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement and obtain a refund from the Seller of the Earnest Money, minus the cost of Title Company escrow fees. The Purchaser will provide no indemnification to the Seller otherwise required under this Agreement in the event that the Seller takes any action, whether consented to or not by the Purchaser, to repair or restore the Property.

20. Discharge. Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

21. Brokerage. Seller and Purchaser acknowledge that neither party has acted as a real estate broker or agent, in connection with the transaction contemplated herein and neither party has employed a real estate broker or agent. Therefore, no real estate commission is due.

Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses, including legal fees and costs, incurred in defending such claim, demand, or cause of action) made by a broker or sales agent or similar Party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

22. Remedies. If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, in the discretion of the non-defaulting party. In the event of termination, the Escrow Agent shall refund to the originating Party any funds paid as part of the transaction, other than the nonrefundable Earnest Money described in Section ___ of this Agreement; provided, however that the Purchaser will be refunded the Earnest Money, in the event of the Seller's default. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

23. Miscellaneous. The following general provisions govern this Agreement.

a. **No Waiver.** The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

b. **Time of Essence.** Time is of the essence of this Agreement.

c. **Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Grundy, State of Illinois.

d. **Notices.** All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

If to Seller:

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

With a copy to:

Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Facsimile: (630) 596-4611

If to Purchaser:

With a copy to:

In the event either Party delivers a notice by facsimile, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

e. Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party other than a Related Development Entity. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

f. Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

g. Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other

remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

h. Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

i. No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

SELLER:

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: _____
Terry Halliday,
Village President

Date: _____

(SEAL)

Attest:

Pamela Noffsinger,
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

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

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

Notary Public

PURCHASER:

By: _____

Name: _____

Its: _____

Date: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ [name], as _____ [title] of _____ (“Developer”), personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of such Developer, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary acts of said Developer, for the uses and purposes therein set forth.

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

Notary Public

EXHIBIT 1

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 92.50 FEET SOUTH OF THE INTERSECTION OF THE EAST LINE OF BROADWAY STREET AND THE SOUTH LINE OF DIVISION STREET, IN THE VILLAGE OF COAL CITY, ILLINOIS; THENCE EAST 150.00 FEET; THENCE SOUTH 47.50 FEET; THENCE WEST 150.00 FEET; THENCE NORTH 47.50 FEET, TO THE POINT OF BEGINNING (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME), IN THE VILLAGE OF COAL CITY, COUNTY OF GRUNDY, STATE OF ILLINOIS.

Permanent Index Number (PIN): 09-02-101-004

Address of Real Estate: 25 S. Broadway, Coal City, Grundy County, Illinois

EXHIBIT 2

PERMITTED EXCEPTIONS

1. Covenants, conditions and restrictions of record;
2. General real estate taxes not yet due and payable; and
3. Title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which Seller shall so remove.

EXHIBIT 3

ESCROW AGENT LETTER OF DIRECTION

ATTACHED ON FOLLOWING PAGES.

EXHIBIT 4

WARRANTY DEED OF RECONVEYANCE FROM DEVELOPER TO VILLAGE

ATTACHED ON FOLLOWING PAGES.

EXHIBIT 5

Parcel 1:

A PARCEL OF LAND FORTY-FIVE (45) FEET BY ONE HUNDRED FIFTY (150) FEET BEING THE NORTH ½ OF THE FOLLOWING DESCRIBED PIECE OF LAND:

COMMENCING AT A POINT WHERE THE EAST LINE OF BROADWAY STREET IN COAL CITY INTERSECTS THE SOUTH LINE OF DIVISION STREET IN COAL CITY; THENCE RUNNING EAST ALONG THE SAID SOUTH LINE OF DIVISION STREET FOR A DISTANCE OF ONE HUNDRED FIFTY (150) FEET; THENCE SOUTH FOR A DISTANCE OF NINETY (90) FEET; THENCE WEST FOR A DISTANCE OF ONE HUNDRED FIFTY (150) FEET; THENCE NORTH ALONG THE SAID EAST LINE OF BROADWAY STREET FOR A DISTANCE OF NINETY (90) FEET TO THE PLACE OF BEGINNING AND SITUATED IN THE NORWEST CORNER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF COAL CITY, COUNTY OF GRUNDY AND STATE OF ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 45.00 FEET SOUTH OF THE INTERSECTION OF THE EAST LINE OF BROADWAY STREET AND THE SOUTH LINE OF DIVISION STREET, IN THE VILLAGE OF COAL CITY, ILLINOIS; THENCE EAST 150.00 FEET; THENCE SOUTH 47.50 FEET; THENCE WEST 150.00 FEET; THENCE NORTH 47.50 FEET, TO THE POINT OF BEGINNING (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); IN THE VILLAGE OF COAL CITY, COUNTY OF GRUNDY AND STATE OF ILLINOIS.

Permanent Index Numbers (PINs): 09-02-101-001 (Parcel 1); 09-02-101-002 (Parcel 2)

Addresses of Real Estate: 5 South Broadway Street, Coal City, Grundy County, Illinois 60416 (Parcel 1)

15 South Broadway Street, Coal City, Grundy County, Illinois 60416 (Parcel 2)

EXHIBIT 6

Project Plans

Attached on Following pages.

MEMORANDUM

DATE: March 19, 2019

TO: Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

FROM: Ryan Hansen

SUBJECT: Village of Coal City
Coaler Street Sanitary Sewer Extension

Bids were received and were publicly opened and read today for the Village of Coal City - Coaler Street Sanitary Sewer Extension. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	BASE BID	ALT. #1	ALT. #2	ALT. #3	TOTAL AMOUNT
Stott Contracting	\$768,353.00	\$48,576.25	\$90,092.50	\$157,076.50	\$1,064,098.25
D Construction	\$855,180.00	\$43,950.00	\$80,225.00	\$134,642.00	\$1,113,997.00
Superior Excavating	\$871,126.00	\$36,550.00	\$78,215.00	\$121,835.00	\$1,107,726.00
Opperman Construction	\$899,895.00	\$75,925.00	\$119,325.00	\$213,268.00	\$1,308,413.00

Based on the proposal received we recommend the project Base Bid, Alternate #1, and Alternate #2 be awarded to the low, responsive, responsible bidder, Stott Contracting, LLC in the amount of \$907,021.75.

Also, we recommend the Board consider awarding Alternate #3 to the low, responsive bidder, Superior Excavating in the amount of \$121,835.00. This award would be contingent on funding availability.

Enclosure

REH/hp

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

OTTAWA OFFICE:

DEAN A. CHALKEY, C.F.M. • STEVEN J. WASILEWSKI, P.E. • MICHAEL W. SOENKSEN, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S. • TIMOTHY R. HEJNY, P.E. • CASEY J. MCCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.

BID LETTING: VILLAGE OF COAL CITY
 COALER STREET SANITARY SEWER EXTENSION
 10:00AM, Tuesday, March 19, 2019

Bidder & Address	Bid Security	Acknowledge Addenda	TOTAL BASE BID	TOTAL ALTERNATE #1	TOTAL ALTERNATE #2	TOTAL ALTERNATE #3
Brandt Excavating, Inc. 385 E. Hoover Street Morris, IL 60450	No Bid					
D Construction, Inc. 1488 South Broadway Coal City, IL 60416	Bid Bond	Yes	\$855,180.00	\$43,950.00	\$80,225.00	\$134,642.00
Gene Wren Construction, LLC PO Box 164 Coal City, IL 60416	No Bid					
Opperman Construction Co. 16535 N. 1650 East Road Pontiac, IL 61764	Bid Bond	Yes	\$899,895.00	\$75,925.00	\$119,325.00	\$213,268.00
Superior Excavating 424 San Carlos Road Minooka, IL 60447	Bid Bond	Yes	\$871,126.00	\$36,550.00	\$78,215.00	\$121,835.00
Len Cox & Sons Excavating 1203 Theodore Street Chrest Hill, IL 60403	No Bid					
Steve Spiess Construction, Inc. 10284 Vans Drive Frankfort, IL 60423	No Bid					
Conley Excavating 1555 Gramercy Pl. Morris, Illinois, 60450	No Bid					
P.T. Ferro Construction CO. 700 Rowell Ave Joliet, Illinois, 60433	No Bid					
Stott Contracting LLC 6630 Ashton Road Morris, Illinois, 60450	Bid Bond	Yes	\$768,353.00	\$48,576.25	\$90,092.50	\$157,076.50
Austin Tyler Construction, Inc 23343 S. Ridge Road Elwood, Illinois, 60421	No Bid					
Perfomance Construction and Engine 217 W. John Street Plano, Illinois, 60545	No Bid					
Scanlon Excavating & Concrete, Inc 630 S 7000W Rd Kankakee, Illinois, 60901	No Bid					

BID LETTING:
 VILLAGE OF COAL CITY
 COALER STREET SANITARY SEWER EXTENSION
 10:00AM, Tuesday, March 19, 2019

BIDDER & ADDRESS		D Construction, Inc. 1488 South Broadway Coal City, IL 60416		Opperman Construction Co. 16535 N. 1650 East Road Pontiac, IL 61764		Superior Excavating 424 San Carlos Road Morris, Illinois, 60450		Stott Contracting LLC 6630 Ashton Road Morris, Illinois, 60450	
ACKNOWLEDGE ADDENDA		Bid Bond Yes		Bid Bond Yes		Bid Bond Yes		Bid Bond Yes	
NO.	QTY	UNIT	ITEM	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	800	S.F.	Sidewalk Removal	\$2.50	\$2,000.00	\$2.00	\$1,600.00	\$2.50	\$2,000.00
2	1	L.SUM	Lift Station Demolition	\$14,000.00	\$14,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
3	800	S.F.	PCC Sidewalk, 5 inch	\$9.50	\$7,600.00	\$12.00	\$9,600.00	\$11.50	\$9,200.00
4	30	S.Y.	Driveway Removal And Replacement PCC, 7"	\$80.00	\$2,400.00	\$140.00	\$4,200.00	\$87.00	\$2,610.00
5	68	S.Y.	Driveway Removal And Replacement Agg. Surf. Cse, 6"	\$15.00	\$1,020.00	\$30.00	\$2,040.00	\$17.00	\$1,156.00
6	1	EA.	Temporarily Remove Fire Hydrant And Reinstallation	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
7	11	EA.	Sanitary Manhole Ty. A, 5' Dia Ty. 1 Fr. & C. Lid	\$6,000.00	\$66,000.00	\$5,000.00	\$55,000.00	\$7,821.50	\$86,036.50
8	3	EA.	Sanitary Manhole Ty. A, 5' Dia Ty. 1 Fr. & C. Lid	\$9,000.00	\$27,000.00	\$6,200.00	\$18,600.00	\$9,131.50	\$27,394.50
9	2	EA.	Sanitary Manhole Ty. A, 4' Dia Ty. 1 Fr. & C. Lid	XX	XX	XX	XX	XX	XX
10	77	L.F.	8" PVC SDR-26 Sanitary Sewer	\$150.00	\$11,550.00	\$90.00	\$6,930.00	\$110.00	\$8,470.00
11	3450	L.F.	21" PVC SDR-26 Sanitary Sewer	\$158.00	\$545,100.00	\$130.00	\$448,500.00	\$124.90	\$430,905.00
12	2	EA.	8" PVC SDR-26 Sanitary Sewer Water Tight Plug	\$200.00	\$400.00	\$2,400.00	\$2,400.00	\$500.00	\$250.00
13	1	EA.	21" PVC SDR-26 Sanitary Sewer Water Tight Plug	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$900.00	\$900.00
14	6	EA.	Sanitary Service Connection	\$10,500.00	\$63,000.00	\$7,500.00	\$45,000.00	\$6,600.00	\$39,600.00
15	1100	C.Y.	Trench Backfill	\$44.00	\$48,400.00	\$50.00	\$55,000.00	\$50.00	\$55,000.00
16	100	L.F.	Silt Fence	\$3.00	\$300.00	\$5.00	\$500.00	\$6.00	\$600.00
17	300	S.Y.	Parkway Restoration, Sodding	\$12.00	\$3,600.00	\$50.00	\$15,000.00	\$14.00	\$4,200.00
18	1500	S.Y.	Parkway Restoration, Seeding	\$4.00	\$6,000.00	\$5.00	\$7,500.00	\$10.00	\$15,000.00
19	100	S.Y.	Class D Patch, 6"	\$55.00	\$5,500.00	\$90.00	\$9,000.00	\$65.00	\$6,500.00
20	3500	S.Y.	Topsoil Excavation And Placement, 18"	\$5.00	\$17,500.00	\$25.00	\$87,500.00	\$15.00	\$52,500.00
21	50	S.Y.	Aggregate Bike Path Repair, 6"	\$40.00	\$2,000.00	\$35.00	\$1,750.00	\$49.00	\$2,450.00
22	50	L.F.	Exploration Trench	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00
23	100	L.F.	Miscellaneous Tile Repair	\$25.00	\$2,500.00	\$50.00	\$5,000.00	\$30.00	\$3,000.00
24	30	IN. DIA.	Tree Removal, Over 15"	\$32.00	\$960.00	\$190.00	\$5,700.00	\$48.00	\$1,440.00
25	50	L.F.	Combination Concrete Curb And Gutter M.3-18	\$40.00	\$2,000.00	\$50.00	\$2,500.00	\$40.00	\$2,000.00
26	50	L.F.	Comb. Curb Gutter Removal	\$10.00	\$500.00	\$5.00	\$250.00	\$10.00	\$500.00
27	9	EA.	Inlet And Pipe Protection	\$200.00	\$1,800.00	\$175.00	\$1,575.00	\$165.00	\$1,485.00
28	1	L.SUM	Bypass Pumping	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00
TOTAL - BASE BID					\$855,180.00		\$899,895.00		\$871,126.00
									\$768,353.00

BID LETTING:
 VILLAGE OF COAL CITY
 COALER STREET SANITARY SEWER EXTENSION
 10:00AM, Tuesday, March 19, 2019

BIDDER	NO.	QTY	UNIT	ITEM	D Construction, Inc.		Opperman Construction Co.		Superior Excavating		Stott Contracting LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
STORM SEWER - ALTERNATE #1												
1	4	EACH		Inlets, Type A, Type 1 Frame, Open Lid	\$1,500.00	\$6,000.00	\$1,600.00	\$6,400.00	\$1,250.00	\$5,000.00	\$1,930.00	\$7,720.00
2	1	EACH		Precast Reinforced Concrete Flared End Sections 12"	\$700.00	\$700.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00	\$1,020.00	\$1,020.00
3	200	FOOT		Storm Sewers, Class B, Type 2 10"	\$45.00	\$9,000.00	\$90.00	\$18,000.00	\$40.00	\$8,000.00	\$56.00	\$11,200.00
4	545	FOOT		Storm Sewers, Class B, Type 2 12"	\$50.00	\$27,250.00	\$90.00	\$49,050.00	\$40.00	\$21,800.00	\$50.25	\$27,386.25
5	5	EACH		Inlet And Pipe Protection	\$200.00	\$1,000.00	\$175.00	\$875.00	\$150.00	\$750.00	\$250.00	\$1,250.00
TOTAL STORM SEWER - ALTERNATE #1						\$43,950.00		\$75,925.00		\$96,550.00		\$48,576.25

BIDDER	NO.	QTY	UNIT	ITEM	D Construction, Inc.		Opperman Construction Co.		Superior Excavating		Stott Contracting LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
WATERMAIN - ALTERNATE #2												
1	20	L.F.		DR-18, C-900 PVC Water Main, 6"	\$80.00	\$1,600.00	\$85.00	\$1,700.00	\$42.00	\$840.00	\$50.00	\$1,000.00
2	1100	L.F.		DR-18, C-900 PVC Water Main, 8"	\$54.00	\$59,400.00	\$75.00	\$82,500.00	\$45.00	\$49,500.00	\$59.35	\$65,285.00
3	845	S.Y.		Topsoil Excavation And Placement, 18"	\$5.00	\$4,225.00	\$25.00	\$21,125.00	\$15.00	\$12,675.00	\$9.10	\$7,689.50
4	2	EA.		Fire Hydrant	\$5,000.00	\$10,000.00	\$4,500.00	\$9,000.00	\$4,500.00	\$9,000.00	\$4,559.00	\$9,118.00
5	2	EA.		Cut in Connection	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$3,100.00	\$6,200.00	\$3,500.00	\$7,000.00
TOTAL WATERMAIN - ALTERNATE #2						\$80,225.00		\$119,325.00		\$78,215.00		\$90,092.50

BIDDER	NO.	QTY	UNIT	ITEM	D Construction, Inc.		Opperman Construction Co.		Superior Excavating		Stott Contracting LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ROADWAY - ALTERNATE #3												
1	850	L.F.		Combination Concrete Curb & Gutter M.3-18	\$25.00	\$21,250.00	\$35.00	\$29,750.00	\$26.00	\$22,100.00	\$28.00	\$23,800.00
2	1666	TON		Aggregate Sub-Grade Improvement	\$25.00	\$41,650.00	\$38.00	\$63,308.00	\$15.00	\$24,990.00	\$26.50	\$44,149.00
3	1666	S.Y.		Geotechnical Roadway Fabric	\$2.00	\$3,332.00	\$4.00	\$6,664.00	\$2.50	\$4,165.00	\$4.00	\$6,664.00
4	320	TON		HMA Binder Course (3 1/2")	\$82.00	\$26,240.00	\$125.00	\$40,000.00	\$90.00	\$28,800.00	\$82.00	\$26,240.00
5	150	TON		HMA Surface Course (1 1/2")	\$86.00	\$12,900.00	\$125.00	\$18,750.00	\$95.00	\$14,250.00	\$86.00	\$12,900.00
6	610	C.Y.		Earth Excavation	\$25.00	\$15,250.00	\$45.00	\$27,450.00	\$14.00	\$8,540.00	\$23.75	\$14,487.50
7	182	S.Y.		Pavement Removal, Full Depth	\$10.00	\$1,820.00	\$23.00	\$4,186.00	\$5.00	\$910.00	\$38.00	\$6,916.00
8	8	L.F.		Combination Concrete Curb & Gutter Removal	\$25.00	\$200.00	\$20.00	\$160.00	\$10.00	\$80.00	\$15.00	\$120.00
9	200	C.Y.		Removal & Disposal Of Unsuitables	\$20.00	\$4,000.00	\$50.00	\$10,000.00	\$40.00	\$8,000.00	\$62.00	\$12,400.00
10	200	C.Y.		Porous Granular Embankment	\$40.00	\$8,000.00	\$65.00	\$13,000.00	\$50.00	\$10,000.00	\$47.00	\$9,400.00
TOTAL ROADWAY - ALTERNATE #3						\$134,642.00		\$213,288.00		\$121,895.00		\$157,076.50

MEMORANDUM

DATE: March 19, 2019

TO: Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

FROM: Ryan Hansen

SUBJECT: Village of Coal City
Coaler Street Sanitary Sewer Extension

Bids were received and were publicly opened and read today for the Village of Coal City - Coaler Street Sanitary Sewer Extension. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	BASE BID	ALT. #1	ALT. #2	ALT. #3	TOTAL AMOUNT
Stott Contracting	\$768,353.00	\$48,576.25	\$90,092.50	\$157,076.50	\$1,064,098.25
D Construction	\$855,180.00	\$43,950.00	\$80,225.00	\$134,642.00	\$1,113,997.00
Superior Excavating	\$871,126.00	\$36,550.00	\$78,215.00	\$121,835.00	\$1,107,726.00
Opperman Construction	\$899,895.00	\$75,925.00	\$119,325.00	\$213,268.00	\$1,308,413.00

Based on the proposal received we recommend the project Base Bid, Alternate #1, and Alternate #2 be awarded to the low, responsive, responsible bidder, Stott Contracting, LLC in the amount of \$907,021.75.

Also, we recommend the Board consider awarding Alternate #3 to the low, responsive bidder, Superior Excavating in the amount of \$121,835.00. This award would be contingent on funding availability.

Enclosure

REH/hp

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

OTTAWA OFFICE:

DEAN A. CHALKEY, C.F.M. • STEVEN J. WASILEWSKI, P.E. • MICHAEL W. SOENKSEN, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S. • TIMOTHY R. HEJNY, P.E. • CASEY J. MCCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.

BID LETTING: VILLAGE OF COAL CITY
 COALER STREET SANITARY SEWER EXTENSION
 10:00AM, Tuesday, March 19, 2019

Bidder & Address	Bid Security	Acknowledge Addenda	TOTAL BASE BID	TOTAL ALTERNATE #1	TOTAL ALTERNATE #2	TOTAL ALTERNATE #3
Brandt Excavating, Inc. 385 E. Hoover Street Morris, IL 60450	No Bid					
D Construction, Inc. 1488 South Broadway Coal City, IL 60416	Bid Bond	Yes	\$855,180.00	\$43,950.00	\$80,225.00	\$134,642.00
Gene Wren Construction, LLC PO Box 164 Coal City, IL 60416	No Bid					
Opperman Construction Co. 16535 N. 1650 East Road Pontiac, IL 61764	Bid Bond	Yes	\$899,895.00	\$75,925.00	\$119,325.00	\$213,268.00
Superior Excavating 424 San Carlos Road Minooka, IL 60447	Bid Bond	Yes	\$871,126.00	\$36,550.00	\$78,215.00	\$121,835.00
Len Cox & Sons Excavating 1203 Theodore Street Chrest Hill, IL 60403	No Bid					
Steve Sless Construction, Inc. 10284 Vans Drive Frankfort, IL 60423	No Bid					
Conley Excavating 1555 Gramercy Pl. Morris, Illinois, 60450	No Bid					
P.T. Ferro Construction CO. 700 Rowell Ave Joliet, Illinois, 60433	No Bid					
Stott Contracting LLC 6630 Ashton Road Morris, Illinois, 60450	Bid Bond	Yes	\$768,353.00	\$48,576.25	\$90,092.50	\$157,076.50
Austin Tyler Construction , Inc 23343 S. Ridge Road Elwood, Illinois, 60421	No Bid					
Performance Construction and Engine 217 W. John Street Plano, Illinois, 60545	No Bid					
Scanlon Excavating & Concrete, Inc 630 S 7000W Rd Kankakee, Illinois, 60901	No Bid					

Coal City Police Department
Weekly Summary of Activities
Thursday 05-30-19 – Wednesday 06-05-19

During this period, there were 55 calls for service, 33 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-30-19 at 7:20 PM, Police responded to a Short Dr. residence for a juvenile problem. The complainant stated his 13 year-old daughter had become irate when asked to clean her room. Both parents had to physically restrain the female until police arrived. While speaking with the female she stated she wanted to go to her biological mother's residence for the evening. All parties agreed this would be for the best interest. Police stood by until her mother arrived.

06-04-19 at 5:48 PM, police were dispatched to an E. Chestnut St. residence for a domestic disturbance between two adult sisters. The argument started with items taken from a vehicle and escalated. One of the offenders left the residence prior to police arrival. Several hours later she returned to the residence and spoke with police. A copy of this report was sent to the State's Attorney's office for his review of possible charges.

06-05-19 at 12:53 PM, police responded to a S. Illinois St. residence for a 17 year old who was out of control. The complainant stated while trying to retrieve a cell phone from her son they were involved in a struggle over the phone. The complainant wished to have EMT's transport her son to the hospital for an evaluation.

Arrest Incidents

Operating a Hand Held Device while Driving	1
Speeding	7
Operating an Uninsured Motor Vehicle	2
Seatbelt Violation	1
Operating a Hand Held Device while Driving – Construction Zone	1

Coal City Police Department
Weekly Summary of Activities

Thursday 06-06-19 – Wednesday 06-12-19

During this period, there were 42 calls for service, 28 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

06-06-19 at 9:47 AM, police responded to a W. Maple St. residence for a possible theft and vandalism report. The complainant stated He had rented his home to a female for approximately two years and upon completion of the lease, he decided to move back into the house. The complainant found the residence in shambles and found the stove was missing and the refrigerator was replaced with an older model. Pol advised this is a civil matter but a report will be completed for insurance purposes.

06-11-19 at 5:52 PM, police responded to a S. Mary St. residence for an argument between three adults. The complainant stated he wanted to leave the residence with his young child but was involved in an argument about him owing another male money. Police were able to resolve this incident and the male left the residence.

06-12-19 at 12:27 PM, police were dispatched to the 700 block of S. Broadway St. where a woman reported found a young male wandering by S. Broadway St. Police canvased the area speaking with residence and knocking on doors, were able to locate the boy's mother. The Gordon St. resident stated she was upstairs with her infant and did not realize the boy had left the residence.

Arrest Incidents

Expired Registration	2
Speeding	4
Revoked D.L.	1
Disobeying a Traffic Control Device	2
Violating an Order of Protection	1
No Valid D.L.	1
Suspended D.L.	1