

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JULY 8, 2020
7:00 P.M.**

(Immediately following the Public Hearing)

**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 24, 2020 Regular Meeting
 June 26, 2020 Special Meeting (9 am)
 June 26, 2020 Special Meeting (2 pm)
4. Approval of Warrant List
5. Public Comment

6. Ordinance 20-12 Approval of Professional Service Agreement to the 4th Amendment of TIF District #1
7. Ordinance 20-13 Vacature of E/W Alley Adjacent to 70 E. Chestnut
8. Resolution 20-23 Resolution of Support and Commitment of Funding for Grant Administration
9. Resolution 20-24 Resolution Inducing 6S Development LLC to Complete a Retail Development Within and Adjacent to TIF District #1
10. Report of Mayor
11. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
12. Report of Village Clerk
13. Report of Village Attorney
14. Report of Village Engineer
15. Report of Chief of Police
16. Report of Village Administrator
 - Update on the Housing Rehab Program
17. Adjourn

Members of the public can participate in four ways:

1. Attend the meeting at the Village Hall, which will be open to the public for the Public Hearing with appropriate social distancing safeguards in place.
2. Leave a voicemail comment in advance of the meeting by calling 815-634-8608. The prerecorded comment will be played during the virtual meeting up to a maximum of 3-minutes. The deadline to submit this voice mail is 12:00 p.m. on Tuesday, July 7, 2020.
3. Send an email to pnoffsinger@coalcity-il.gov. These emailed comments will be read by the Village Clerk up to the maximum of 3 minutes. The deadline to submit this is 12:00 p.m. on Tuesday, July 7, 2020.
4. Participation in the meeting remotely via *Zoom* video conference. Citizens must indicate they intend to participate in public comments by 12:00 p.m. on Tuesday, July 7, 2020. Citizens will receive a maximum of 3 minutes for public comment at the meeting.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 8, 2020

RE: AMENDING THE VILLAGE'S TIF DISTRICT AREA

The TIF District has begun to accumulate some funds due to the Hoffman Transportation development and some smaller projects located within the TIF. However, the greatest part of increment that has been collected within the TIF is regulated by redevelopment agreements for which the developers of projects are returned incentive payments for their development within the TIF district area. Coal City has been discussing a number of projects, which exceed the limits of the TIF district and in some instances currently exceed the corporate limits of the Village itself.

At this time, it would be advantageous to add additional property within the district in order to induce developers to place their projects within Coal City. Retail projects are often met by competition from surrounding municipal locations and industrial and manufacturing opportunities often lead to competition versus similarly placed locations adjacent to major metropolitan areas throughout North America (historically competition has come from Tennessee, Iowa, and Indiana, but sometimes it can be from Canada and Mexico as well).

The village's TIF Consultant has prepared a project by which additional properties would be added to the TIF District. There is a qualification process necessitated by state statute prior to expanding the TIF district boundaries. Areas included within this amendment would extend the area to include property expected to annex over the next few months south of Reed Road on the east side of Broadway to include the Illinois Recovery Group facility, portions of the field being farmed south of CCFD Fire Station 2, a few more properties on the northeast corner of the district at Route 113 and Fifth Ave, which have proven difficult to redevelop and lastly, some properties along Carbon Hill Road to include additional school properties on the south end of Carbon Hill Road were not included in the original TIF district.

These amendments do not change the timing of the TIF district. These parcels will simply have a shorter period to participate within the district; their clock does not start over and provide a whole 23 years for these added properties.

Recommendation:

Adopt Ordinance No. 20-12: Approving the Professional Services Contract with Jacob & Klein and the Economic Development Group to complete an Amendment to the Coal City TIF District.

ORDINANCE NO. _____

VILLAGE OF COAL CITY, ILLINOIS

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT

for the

FOURTH AMENDMENT TO THE
COAL CITY TAX INCREMENT FINANCING (TIF) DISTRICT

by and between

THE VILLAGE OF COAL CITY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS,
ON THE 8TH DAY OF JULY, 2020.

ORDINANCE NO. _____

VILLAGE OF COAL CITY, ILLINOIS

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT

for the

FOURTH AMENDMENT TO THE
COAL CITY TAX INCREMENT FINANCING (TIF) DISTRICT

by and between

THE VILLAGE OF COAL CITY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS THAT:

1. The Village of Coal City, Grundy County, Illinois (the "Village"), wishes to amend an existing Tax Increment Financing District located in Coal City, Illinois pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.* (the "Act").
2. The Village wishes to engage the professional services of Jacob & Klein, Ltd. to render administrative services and legal advice and The Economic Development Group, Ltd. to render technical advice to assist the Village with completing the **FOURTH AMENDMENT TO COAL CITY TIF DISTRICT** pursuant to the Act.
3. The Professional Services Agreement with Jacob & Klein, Ltd. and The Economic Development Group, Ltd. (*Exhibit A* attached) is hereby approved.
4. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Professional Services Agreement and the Village Clerk of the Village of Coal City is hereby authorized and directed to attest such execution.
5. The Professional Services Agreement shall be effective on the date of its approval by the Village.
6. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the Village of Coal City, Grundy County, Illinois, this 8th day of July, 2020.

PRESIDENT AND BOARD OF TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
David Spesia				
David Togliatti				
Sarah Beach				
Ross Bradley				
Timothy Bradley				
Daniel Greggain				
Terry Halliday				
TOTAL				

APPROVED: _____, Date ____/____/2020
 Village President, Village of Coal City

ATTESTED BY: _____, Date: ____/____/2020
 Village Clerk, Village of Coal City

ATTACHMENTS:

EXHIBIT A. Professional Services Agreement by and between the Village of Coal City and Jacob & Klein, Ltd., and The Economic Development Group, Ltd.

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
for the
FOURTH AMENDMENT TO THE
COAL CITY TAX INCREMENT FINANCING (TIF) DISTRICT
by and between
JACOB & KLEIN, LTD. AND
THE ECONOMIC DEVELOPMENT GROUP, LTD.
and
THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS

PROFESSIONAL SERVICES AGREEMENT

for the

**FOURTH AMENDMENT TO THE
COAL CITY TAX INCREMENT FINANCING (TIF) DISTRICT**

by and between

**JACOB & KLEIN, LTD. AND
THE ECONOMIC DEVELOPMENT GROUP, LTD.**

and

THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS

JULY 8, 2020

PROFESSIONAL SERVICES AGREEMENT
for the
FOURTH AMENDMENT TO THE
COAL CITY TIF DISTRICT
by and between
JACOB & KLEIN, LTD. AND
THE ECONOMIC DEVELOPMENT GROUP, LTD.
and
THE VILLAGE OF COAL CITY, ILLINOIS

THIS AGREEMENT is entered into this 8th day of July, 2020, by and between the **VILLAGE OF COAL CITY, ILLINOIS** (“**VILLAGE**”); **JACOB & KLEIN, LTD.**, Bloomington, Illinois (“**J&K**”); and **THE ECONOMIC DEVELOPMENT GROUP, LTD.**, Bloomington, Illinois (“**EDG**”).

WHEREAS, the Village wishes to amend the existing **COAL CITY TIF DISTRICT** (the “**TIF District**”) which was established on the 10TH day of January, 2011 pursuant to the Tax Increment Allocation Redevelopment Act (the “**Act**”), 65 ILCS 5/11-74.4-1 *et seq.*; and

WHEREAS, the Village desires to engage the professional services of J&K to render legal advice and EDG to render technical advice to assist the Village in amending the ‘TIF District (‘Fourth Amendment’) to expand the redevelopment project area, as well as to add redevelopment projects and estimated redevelopment costs to the Coal City TIF District Redevelopment Plan.

NOW, THEREFORE, the Parties agree as follows:

- I. **Village to Engage J&K and EDG.** The Village agrees hereby to engage the services of J&K and EDG for the purposes set forth herein and J&K agrees to provide all legal advice to EDG and the Village to prepare or coordinate the preparation of Reports, the Fourth Amendment to the TIF District Redevelopment Plan, Notices and Documentation (including those reports prepared by other professionals) necessary to complete the Fourth Amendment to the TIF District Redevelopment Project Area, Plan and Projects as required pursuant to State Statutes and as outlined below in *Section 2, Scope of Professional Services*.
 - a. The Parties agree that J&K, as Attorneys, will undertake those responsibilities that require legal advice or preparation under this Agreement on behalf of the Developer and EDG. EDG is a separate corporate entity owned in whole or in part by Herbert J. Klein. Herbert J. Klein is also the principal owner of Jacob & Klein, Ltd. (J&K).
 - b. The Village is entering into this Agreement voluntarily with informed consent after the opportunity to consult with independent counsel as to the ownership of both entities by Herbert J. Klein.

- c. J&K may, in addition, be retained by the Village as its special attorney to perform other professional services outside the Scope of Services set forth herein, including representation of the Village before State agencies or the Illinois Legislature. Such representation shall be at the Attorney's then current hourly rate for similar services or as otherwise agreed. Any such representation shall be pursuant to a written agreement between the Parties.
 - i. Legal services provided by J&K with regard to financing, including the issuance of bonds involving the TIF District, if any, will be billed separately from this Agreement and subject to the terms of any agreements related to such financing or bonds.
 - ii. This Agreement does not include representation in any Court case resulting from the establishment or Amendment of the TIF District Redevelopment Plan, Area or Projects or the Annual Administration of the TIF District.
- d. The total Fees and Reimbursable Costs to be paid hereunder by the Village to J&K and EDG, when billed by each of the separate entities, will not be duplicated and will not exceed the total Fees and Reimbursable Costs provided for herein.
- e. The Parties agree that pursuant to *Section 5/11-74.4-3(q)(1)* of the Act, all Professional Fees and related Costs incurred by the Village for Amending the TIF District are TIF eligible project costs and are fully reimbursable to the Village from the real estate tax increment generated by the TIF District.
- f. The Village hereby acknowledges that J&K and EDG are not responsible for monitoring and documenting matters relating to compliance with the Illinois Prevailing Wage Act, the Illinois Procurement Code, and any other wage and/or employment laws, to the extent such are applicable to any public or private project undertaken within the TIF District Redevelopment Project Area or the Area as may be amended in the future.

II. Scope of Professional Services.

a. Amendment of the TIF District.

- i. **Services.** J&K and EDG will provide services as outlined in *Exhibit 1* to Amend the TIF District.
- ii. **Term.** This Professional Services Agreement for the Fourth Amendment to the TIF District shall commence immediately and shall continue until the

presentation of the Fourth Amendment to the TIF District Redevelopment Plan and appropriate ordinances to the Village Board for the Amendment of the District. It is anticipated that the TIF District will be amended on or before December 15, 2020, barring unexpected complications.

- iii. **Payment of Fees and Reimbursable Costs.** The total Professional Fees to be paid to J&K and EDG for the Fourth Amendment of the TIF District are **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** plus all Reimbursable Costs incurred for the Fourth Amendment of the TIF District, and are to be paid by the Village as follows:
1. J&K and EDG shall be paid a total sum of **Five Thousand and 00/100 Dollars (\$5,000.00)** upon execution of this Agreement; and
 2. J&K and EDG shall be paid an additional total sum of **Five Thousand and 00/100 Dollars (\$5,000.00)** and Costs incurred up to the date of delivery of the Fourth Amendment to the TIF Redevelopment Plan to the Village; and
 3. The balance of the Fee, **Five Thousand and 00/100 Dollars (\$5,000.00)**, and remaining Costs for the Amendment of the TIF District shall be paid when the Fourth Amendment to the TIF Redevelopment Plan and final Ordinances are presented to the Village Board for passage; and
 4. All Reimbursable Costs incurred by J&K and EDG as part of the Amendment of the TIF District shall be reimbursed to J&K and EDG by the Village, including all reasonable travel and subsistence expenses while away from Bloomington or Peru, Illinois, all photocopying, report binding, mailings, postage, and staff costs.
- iv. For purposes of this Agreement, staff costs do not include the time of Attorneys Thomas N. Jacob, Herb Klein, or Nic Nelson (J&K), or the time of Steven Kline or Gwen Crawford (EDG) while performing said Professional Services described in *Exhibit 1* subject to the following conditions:
1. All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service.
 2. All other costs which are incidental to the Amendment of the TIF District, including staff costs, photocopying and report binding,

mailings, postage, and telecommunication charges, shall be reimbursed at the current rates then charged by J&K and EDG.

- v. The Village understands and acknowledges that J&K and EDG will rely on the work of other professionals, including the Village's Engineers and Attorney, to prepare reports and documentation needed for the Amendment to the TIF District Redevelopment Plan, Projects and Reports and other necessary documents; and that J&K and EDG shall rely on their professional expertise to prepare the Amendment to the TIF District Redevelopment Plan and present material and information necessary to the Amendment of the TIF District. The Village further understands that it may directly incur additional fees and costs for the Amendment of the TIF District which result from the involvement of other (i.e., non-J&K/EDG) professionals.

- III. **Annual Administration.** The Annual Administrative Fees and Costs for the TIF District as Amended by the Fourth Amendment shall continue as set forth in the Professional Services approved on October 20, 2003 by Ordinance No. 03-15 between the Village and Jacob & Klein, Ltd. and the Economic Development Group, Ltd.
- IV. **Amendments to this Agreement.** The Parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.
- V. **Entire Agreement.** The Terms and conditions set forth in this Agreement super-cede all prior oral and written understanding and constitute the entire Agreement between the Parties with respect to the subject matter hereof.
- VI. **Binding Upon Successors in Interest.** This Agreement shall be binding upon all the Parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.
- VII. **Notices.** Notices or demands hereunder shall be in writing and shall be served (a) by personal delivery, or (b) certified mail, return receipt requested to:

The Village of Coal City
% Coal City Village Clerk
515 S. Broadway
Coal City, IL 60416
Ph: (815) 634-8608

**Jacob & Klein, Ltd. and
The Economic Development Group, Ltd.**
1701 Clearwater Avenue
Bloomington, Illinois 61704
Ph: (309) 664-7777

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such

notice shall be deemed to be three (3) business days after the date of delivery of said notice to the United States Post Office.

VIII. **Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

IX. **Choice of Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of McLean County, Illinois.

IN WITNESS WHEREOF, the Village of Coal City, J&K and EDG have executed this Professional Services Agreement on the day and year above written.

VILLAGE OF COAL CITY, an Illinois
Municipal Corporation:

JACOB & KLEIN, LTD., an Illinois
Professional Corporation:

By: _____
President

By: _____
President

Attested
by: _____
Village Clerk

**THE ECONOMIC DEVELOPMENT
GROUP, LTD.,** an Illinois Corporation:

By: _____
President

ATTACHMENTS:

EXHIBIT 1. J&K/EDG Scope of Services for Fourth Amendment to Coal City TIF District.

EXHIBIT 1

J&K/EDG SCOPE OF SERVICES FOR FOURTH AMENDMENT TO COAL CITY TIF DISTRICT

The list of services to be provided to the Village by J&K and EDG which relate to the **Fourth Amendment of Coal City TIF District**, is set forth as follows:

1. Create an estimated TIF District Amendment Time Line.
2. Work with local elected officials, Village staff and engineers to define the Amended Redevelopment Project Area (TIF District Boundary).
3. Evaluate the statutory and financial feasibility of amending the TIF District.
4. Consult on any necessary Annexation Agreement(s) with the Village and Village Attorney.
5. Create an Amendment to the TIF District Redevelopment Plan. EDG will collect a variety of information from the Village and, with J&K, draft the Amendment to the TIF Redevelopment Plan. Local officials will provide historical information, access to legal descriptions, street maps/Sidwell maps, engineering opinion letters, descriptions and estimated costs of potential public and private projects, potential private development build-out rates, property tax bills, assessment data, and identification of officials' properties and other Village records as necessary to amend the TIF District.
6. Organize and conduct a Public Meeting, if applicable, the first meeting of the Joint Review Board and a Public Hearing.
7. Analyze the potential impact on taxing districts and prepare any necessary Intergovernmental Agreements, if required.
8. Assist the Village to negotiate Predevelopment and/or Redevelopment Agreements with potential Developers.
9. Prepare and send all Notices to taxing bodies, taxpayers, residents, residences within 750 feet of amended TIF District, and Interested Parties.
10. Prepare and arrange for the Village Clerk all publications required of the Village.
11. Draft and present to the Village all required Ordinances to amend the TIF District.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 8, 2020

**RE: VACATION OF PORTION OF ALLEY ADJACENT TO BOB'S
ADVANCED AUTO PROPERTIES**

Bob Davis, owner of Bob's Advanced Auto at 60 E. Chestnut, requested the village to consider additional alley vacation due to his continued buildout and business expansion. Attached is an ordinance that would vacate a portion of the east/west alley that adjacent to the north side of 70 E. Chestnut. When this alley was utilized to expand the building in the past, a portion of the alley was purchased in order to allow the building to expand. This time, the portion of vacant alley that has been requested is owned on both sides by a common owner. This allows a simpler alley vacation with half of the alley be conveyed to both the north and south side of the alley.

Please note, this will leave a small portion of alley adjacent to 70 E. Chestnut, because that residential property possesses 6' of the neighboring lot 24 within the property. Mr. Davis will likely improve the area with asphalt to assist in the garbage pickup that occurs for his business. Only this portion is being conveyed because neighbors were surveyed to determine if they were all willing to vacate the alley and some responded they wish for the alley to remain. This is also easier to ensure the auto business may continue utilizing the alley rather than vacating the entire alley eastward to Kankakee Street and placing easements over the top of privately held back yards to maintain access to neighboring properties.

This vacation is one of a few alley vacations for which the Engineer and Attorney have been assisting in order to meet some of the requests of residents over the past 6-8 months and clean up some neighborhood issues. Similar alley vacation areas are being prepared in order to get Board action to resolve some of these small issues.

Recommendation:

Adopt Ordinance No. 20-13: Vacating a Portion of the east/west alley adjacent to 70 E. Chestnut Street.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE VACATING AND CONVEYING TITLE TO PORTIONS OF A
PUBLIC ALLEY, ADJACENT TO AND NORTH OF PORTION OF PROPERTY
COMMONLY KNOWN AS 70 E. CHESTNUT STREET**

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

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

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

on _____, 2020

ORDINANCE NO. _____

**AN ORDINANCE VACATING AND CONVEYING TITLE TO PORTIONS OF A
PUBLIC ALLEY, ADJACENT TO AND NORTH OF PORTION OF PROPERTY
COMMONLY KNOWN AS 70 E. CHESTNUT STREET**

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, the Village is granted the authority and power to vacate streets and alleys or portions thereof pursuant to Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, upon a finding that the public interest will be served by such vacation;

WHEREAS, Robert L. Davis, Jr. ("North Abutting Owner") owns in fee simple Lots 5 and 6 in Block 1 in the Original Town of Coal City, Grundy County, Illinois, which forms the northeastern portion of that consolidated parcel bearing PIN 09-02-303-015 (formerly PIN 09-02-303-008) (the "North Abutting Property"); and

WHEREAS, Deborah L. Schwier ("South Abutting Owner") owns in fee simple certain real property commonly known as 70 E. Chestnut Street, Coal City, Grundy County, Illinois, bearing permanent index number 09-02-303-013 (the "South Abutting Parcel"); and

WHEREAS, the North Abutting Owner and South Abutting Owner are husband and wife; and

WHEREAS, the North Abutting Owner and South Abutting Owner have petitioned the Village, respectively, for the vacation of that portion of public alley immediately south of the North Abutting Property in order to improve access to and accommodate services associated with "Bob's Advanced Auto and Tire, Inc." located at 60 E. Chestnut Street; and

WHEREAS, the Village has identified within the corporate limits of the Village a portion of a twenty foot (20') wide public alley south of the North Abutting Property and north of the majority of the South Abutting Property, all as depicted as Parcels 1 and 2 (cumulatively, the "Portion of Alley") on the Plat of Vacation prepared by Chamlin Associates, Inc. dated May 13, 2020 attached hereto as **Exhibit 1** and, by this reference, made a part of this Ordinance as though fully set forth herein (the "Plat of Vacation"); and

WHEREAS, the Village desires to be relieved from the burden and responsibility of maintaining the Portion of Alley and after due investigation and consideration, the Village President and Trustees (the "Corporate Authorities") find and determine that such relief constitutes a public use and is in furtherance of the public interest authorizing the vacation thereof; and

WHEREAS, neighboring property owners along the east-west alley immediately east of the Portion of Alley running east to Kankakee Street have been notified of the proposed vacation of the Portion of Alley and have not raised objections thereto; and

WHEREAS, Village staff has advised that there are no existing public utilities located within the Portion of Alley; and

WHEREAS, notwithstanding the foregoing, the Village expressly reserves a perpetual public utility easement across, upon and under the Portion of Alley for the maintenance, renewal and reconstruction of any existing public utilities located within Portion of Alley and other portions of the aforesaid public alley not vacated herein;

WHEREAS, the Village has determined that there is no current or future public use for the Portion of the Alley and that the public interest will be subserved by vacating the Portion of Alley

WHEREAS, the vacation of the Portion of Alley shall be contingent upon payment for the costs associated with recording this Ordinance, the Plat of Vacation and quitclaim deeds (the "Compensation"), against the North Abutting Property and the South Abutting Parcel and, upon payment by the to the Village of the Compensation, the Village shall cause a certified copy of this Ordinance and the Exhibit hereto to be recorded with the Grundy County Recorder of Deeds, and the Village shall cause any associated quitclaim deed to be executed, sealed, recorded and delivered as may be necessary to effectuate the vacation and conveyance of the Portion of Alley to the respective property owners identified hereinabove, subject to the reservation of easements noted herein;

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

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

SECTION 2. VACATION.

A. In exchange for the Compensation identified in the Recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Village hereby approves the Plat of Vacation attached hereto as Exhibit 1 and the vacation of that certain portion of public alley located within the corporate limits of the Village and described herein as the Portion of Alley, consisting of Parcels 1 and 2 as depicted and legally described on the Plat of Vacation attached as Exhibit 1 and, by this reference, made a part of this Ordinance. It is hereby declared that the Portion of Alley is no longer required for public use and that the public interest will be served by such vacation. The Village President and Clerk are hereby, authorized and directed to execute and seal the Plat of Vacation.

B. The Village Clerk shall file a certified copy of this Ordinance and the Plat of Vacation in the Office of the Recorder of Deeds, Grundy County, Illinois, upon payment of the Compensation.

C. Village officials are hereby authorized to undertake such other and further tasks as may be necessary to effectuate the purposes of this Ordinance.

SECTION 3. CONVEYANCE OF TITLE. In exchange for the Compensation identified in the Recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, title to Parcel 1 shall pass to the Robert L. Davis as owner of the North Abutting Property and title to Parcel 2 shall pass to Deborah L. Schwier as owner of the South Abutting Parcel. If necessary or convenient to effectuate the purposes of this Ordinance and without need of further authorization, the Village Clerk and Village President are hereby authorized and directed to execute and seal quit claim deeds conveying title to the vacated portion of the alley as set forth herein.

SECTION 4. RESERVATION OF UTILITY EASEMENT. Easements are hereby reserved for and granted to the Village of Coal City and to utility companies operating under franchise from the Village of Coal City, and the respective successors and assigns jointly and severally, over all of the areas marked "Public Utilities", if any, on the Plat of Vacation for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate the utility transmission and distribution systems and all necessary connections, appliances and other structures and appurtenances as may be deemed necessary by said Village and for any and all municipal purposes, over, upon, along, under and through said indicated easements, together with right of access across the Portion of Alley to do any of the above work. The right is also granted to cut down, trim

or remove any trees, shrubs or other plants that interfere with the operation of the utilities. No new permanent buildings or structures shall be placed on said easements, if any, but same may be used for gardens, shrubs, landscaping, driveways, fences and other purposes that do not interfere with the aforesaid uses and rights. Easements are further hereby reserved for and granted to the Village of Coal City and other governmental authorities having jurisdiction over the land subject to the easement, if any, for ingress, egress and the performance of any and all municipal or other governmental services. The Village further reserves the right to any necessary easement in, on, upon, under, over, through, and across the vacated Portion of Alley for the purpose of maintaining, operating, repairing, replacing or installing any Village or public utility company facility, utility, improvement, or equipment.

SECTION 5. DISCLAIMER. The Village of Coal City makes no warranties or any other representations concerning the Portion of Alley including, but not limited to, matters of title, habitability, suitability, environmental hazard, zoning or market value.

SECTION 6. REPEALER. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 8. EFFECTIVENESS. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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

Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

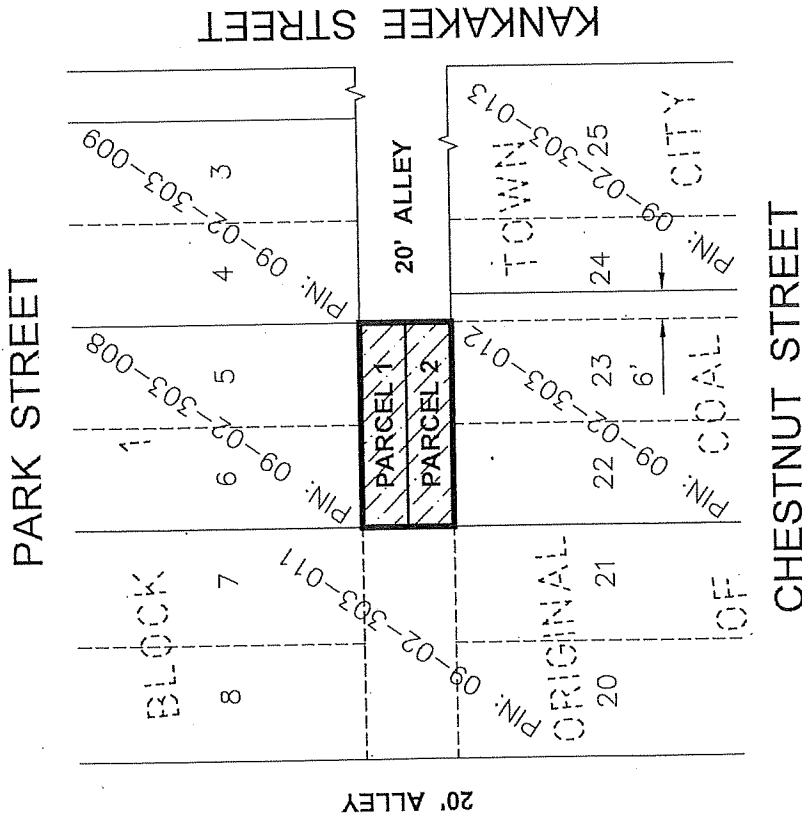
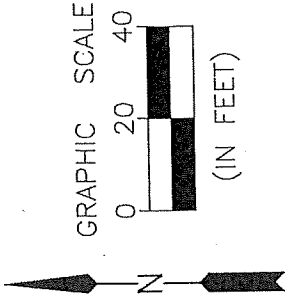
EXHIBIT 1

PLAT OF VACATION

(ATTACHED ON FOLLOWING PAGE)

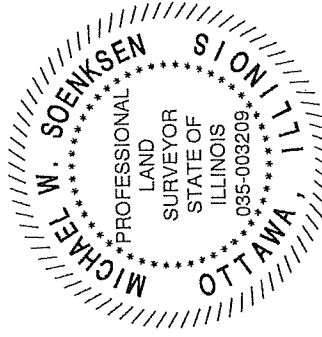
VACATION PLAT FOR

PUBLIC ALLEY BLOCK 1
ORIGINAL TOWN OF COAL CITY
GRUNDY COUNTY, ILLINOIS
 MAY, 2020



PARCEL 1
 THAT PART OF THE NORTH HALF OF THE PUBLIC ALLEY RUNNING EAST AND WEST, LYING SOUTH OF AND ADJACENT TO LOTS 5 AND 6 IN BLOCK 1 IN THE ORIGINAL TOWN OF COAL CITY, ALL SITUATED IN THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS.

PARCEL 2
 THAT PART OF THE SOUTH HALF OF THE PUBLIC ALLEY RUNNING EAST AND WEST, LYING SOUTH OF AND ADJACENT TO LOTS 5 AND 6 IN BLOCK 1 IN THE ORIGINAL TOWN OF COAL CITY, ALL SITUATED IN THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS.



expires 11-30-2020
 mikes@chamlin.com
 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184-001717

LEGEND

- AREA TO BE VACATED
- DIVISION LINE

I, MICHAEL W. SOENKSEN, HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECTION.

QUIT CLAIM DEED

MAIL TO:

Deborah L. Schwier
70 E. Chestnut Street
Coal City, IL 60416

**NAME AND ADDRESS
OF TAXPAYER:**

Deborah L. Schwier
70 E. Chestnut Street
Coal City, IL 60416

THE GRANTOR, **Village of Coal City, an Illinois municipal corporation**, of the Village of Coal City, Counties of Grundy and Will, State of Illinois, for and in consideration of TEN and NO/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, and by the authority provided in Ordinance No. 20-13, approved and adopted by the Village's corporate authorities on July 8, 2020, CONVEYS and QUIT CLAIMS to GRANTEE, **DEBORAH L. SCHWIER**, 70 E. Chestnut Street, Coal City, Illinois 60416, all interest in the following described Real Estate situated in the County of Grundy, in the State of Illinois, to wit:

THAT PART OF THE SOUTH HALF OF THE PUBLIC ALLEY RUNNING EAST AND WEST, LYING SOUTH OF AND ADJACENT TO LOTS 5 AND 6 IN BLOCK 1 IN THE ORIGINAL TOWN OF COAL CITY, ALL SITUATED IN THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Illinois To HAVE AND HOLD said premises forever, subject to general real estate taxes not yet due and payable; covenants, conditions and restrictions of record; building and easements, licenses and other encumbrances reserved to, granted to, or otherwise acquired by the GRANTOR or any public utility provider now has or might have over and upon the premises; existing subdivision, county or municipal ordinances.

DATED this ____ day of _____, 2020.

**VILLAGE OF COAL CITY,
an Illinois municipal corporation**

By:

Terry Halliday, President

ATTEST:

Pamela M. Noffsinger, Clerk

<SEAL>

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Terry Halliday**, President of the Village of Coal City, and **Pamela M. Noffsinger**, Clerk for the Village of Coal City, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of THE VILLAGE OF COAL CITY, as and for its and their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, 2020.

Commission expires _____, 20_____
NOTARY PUBLIC

Prepared By:	Grundy County, Illinois Transfer Stamps:
Mark R. Heinle Ancel Glink, P.C. 1979 N. Mill Street, Suite 207 Naperville, IL 60563	EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARAGRAPH (b), REAL ESTATE TRANSFER ACT Date: _____ _____ Signature of Grantor, Grantee or Representative

QUIT CLAIM DEED

MAIL TO:

Robert L. Davis
910 S. Illinois Street
Coal City, IL 60416

NAME AND ADDRESS
OF TAXPAYER:

Robert L. Davis
910 S. Illinois Street
Coal City, IL 60416

THE GRANTOR, **Village of Coal City, an Illinois municipal corporation**, of the Village of Coal City, Counties of Grundy and Will, State of Illinois, for and in consideration of TEN and NO/100 dollars (\$10.00) and other good and valuable consideration, in hand paid, and by the authority provided in Ordinance No. 20-13, approved and adopted by the Village's corporate authorities on July 8, 2020, CONVEYS and QUIT CLAIMS to GRANTEE, **ROBERT L. DAVIS**, 910 S. Illinois Street, Coal City, Illinois 60416, all interest in the following described Real Estate situated in the County of Grundy, in the State of Illinois, to wit:

THAT PART OF THE NORTH HALF OF THE PUBLIC ALLEY RUNNING EAST AND WEST, LYING SOUTH OF AND ADJACENT TO LOTS 5 AND 6 IN BLOCK 1 IN THE ORIGINAL TOWN OF COAL CITY, ALL SITUATED IN THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Illinois To HAVE AND HOLD said premises forever, subject to general real estate taxes not yet due and payable; covenants, conditions and restrictions of record; building and easements, licenses and other encumbrances reserved to, granted to, or otherwise acquired by the GRANTOR or any public utility provider now has or might have over and upon the premises; existing subdivision, county or municipal ordinances.

DATED this ____ day of _____, 2020.

VILLAGE OF COAL CITY,
an Illinois municipal corporation

By:

Terry Halliday, President

ATTEST:

Pamela M. Noffsinger, Clerk

<SEAL>

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Terry Halliday**, President of the Village of Coal City, and **Pamela M. Noffsinger**, Clerk for the Village of Coal City, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of THE VILLAGE OF COAL CITY, as and for its and their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, 2020.

Commission expires _____, 20_____

NOTARY PUBLIC

Prepared By:	Grundy County, Illinois Transfer Stamps:
Mark R. Heinle Ancel Glink, P.C. 1979 N. Mill Street, Suite 207 Naperville, IL 60563	EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARAGRAPH (b), REAL ESTATE TRANSFER ACT Date: _____ _____ Signature of Grantor, Grantee or Representative

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 8, 2020

RE: TIF INDUCEMENT RESOLUTION

The Village has been requested to consider an economic incentive in order to assist with the placement of a national retail franchise within Coal City. Due to its market and allowed investment for the area to possibly include a larger surrounding area, the structure to be constructed is contemplated to be a metal building. Rather than allow the retailer to go elsewhere, utilizing future tax proceeds to assist with repaying the Façade Improvement Program has been contemplated.

In order to gain the proceeds to make these payments, an inducement resolution is necessary prior to moving forward. Prior to this time, discussions have taken place, but nothing has been agreed upon. It is necessary for the Village to adopt the inducement resolution because the developer wishes to move forward, but shall not do so with some type of incentive should Coal City desire the retailer to make a large investment than simply constructing a metal building.

The Village's TIF consultant created the attached TIF Inducement Resolution to preserve the Village's capability to utilize increment in order to repay any incentives provided. Increment is to be utilized to provide necessary incentive for projects that "but not for" an economic redevelopment agreement would not occur, otherwise.

This matter will ultimately appear before the Village at future meetings and ultimately as some sort of redevelopment agreement if any incentive is to be provided. Due to property acquisition currently being underway, comment on location and final user may not be made at this time. The Resolution acknowledges 6S Development, LLC as the developer to possibly receive an incentive from Coal City in order to proceed with development. 6S is the development broker who shall finalize land acquisition, construct the future retail structure, and secure the national retailer for the location.

Recommendation:

Adopt Resolution No. 20-24: Inducing 6S Development, LLC to complete a Retail Project within Coal City to Include a Portion of Coal City TIF District #1.

**VILLAGE OF COAL CITY, ILLINOIS
PROPOSED AMENDMENT TO THE COAL CITY
TAX INCREMENT FINANCING (TIF) DISTRICT
6S DEVELOPMENT, LLC
REDEVELOPMENT PROJECT**

RESOLUTION NO. _____

INDUCEMENT RESOLUTION

WHEREAS, the Village of Coal City, Grundy County, Illinois, an Illinois Municipality (the "Village"), has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration by promoting the development of private investment in property, thereby increasing the real estate tax base of the Village and providing employment for its citizens; and

WHEREAS, Illinois statute (65 ILCS 5/8-1-2.5) allows a municipality to appropriate and expend funds for economic development purposes, including without limitation, the making of grants for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the "Act"), the Village has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, rehabilitate, market and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues ("Tax Increment") or from other Village revenues; and

WHEREAS, the Village is considering a request for tax increment financing assistance from **6S Development, LLC** (collectively, the "Developer"), who proposes to develop property located within the Village of Coal City (the "Property") for the purpose of preparing said Property for commercial development (the "Project"); and

WHEREAS, said proposed Project is to be located on the Property which the Village has been requested to add to the Coal City TIF District Redevelopment Project Area (the "Area") by amending the Area to include the Developer's Property (the "Amendment"); and

WHEREAS, based on the Developer's request and information provided to date, the Village President and Village Board of Trustees for the Village of Coal City find that the above-mentioned development cannot be developed without the assistance of Tax Increment Financing; and

WHEREAS, the Village is authorized under the Act to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plans and projects and to finance redevelopment project costs provided such project costs are eligible under the Act; and

WHEREAS, the Project proposed by **6S Development, LLC** to be undertaken within the proposed Area will:

- Complement the Village's design and implementation of both short-term and long-term municipal plans to achieve desired land use and community and economic development objectives; and

- Address blighted conditions to stimulate redevelopment to effectively eradicate and institute conservation measures that will remove and alleviate adverse conditions and encourage private investment as well as enhance the tax base of taxing districts within the Area; and
- Encourage new commercial development within the Village and generate new municipal sales tax revenues; and
- Provide the citizens of the Village with employment opportunities.

WHEREAS, redevelopment of the Property within the Area will require the Developer to incur expenditures of substantial time, effort and money and, but for the assistance of tax increment financing, the proposed Project is not financially feasible; and

WHEREAS, the Project is to be undertaken within the Area to be established by the Village to assist in financing of eligible public and private redevelopment project costs per the Act and as incurred after the date of this Resolution; and

WHEREAS, this Resolution is intended to induce **6S Development, LLC**, or their successors, assignees, or subsidiaries to proceed with the Project and to seek reimbursement from incremental real estate tax revenue or from other sources as may be agreed to between the Village and the Developer which are necessary to accomplish the goals of the proposed amended TIF District Redevelopment Plan, Area and Projects (collectively the "TIF Plan"), which may be amended by the Village; and

WHEREAS, this Resolution is also intended to serve as an "official declaration of intent" on behalf of the Village pursuant to Treas. Reg. §1.150.2; and

WHEREAS, the Village Board of Trustees has examined the proposed Area and believes that expenditures of redevelopment costs in furtherance of the TIF Plan should be allowable project costs under the proposed Amendment to the TIF Plan, provided that this Resolution is not a guarantee of the amount of project costs that will be allowable, if any, but rather is an indication of the intent and sense of the Village at this time.

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

1. That the intentions of the Village of Coal City regarding this Project as expressed in the recitals herein are hereby approved; provided however, that neither such intentions, affirmations, authorizations nor such recitals are binding upon the Village nor may the same be relied upon to any entity's or person's detriment by such entity or person in the event that the aforementioned agreements or plans are not mutually attainable.
2. That the Village Board of Trustees of the Village of Coal City is in favor of the proposed Project.
3. The Village shall proceed and use its best efforts to approve the Amendment to the Coal City Tax Increment Financing Redevelopment Plan, Project and Area to include the Developer's Property and Projects. Upon the Village's successful approval of the Amendment which will include the Developer's Property, the Village and the Developer shall use their best efforts to enter into a Redevelopment Agreement whereby the Village

will reimburse the Developer from Tax Increment generated by the Project in the amended TIF District for the Developer's TIF Eligible Project Costs incurred in connection with the Project from the date of this Resolution.

- The provisions of this Resolution shall be effective commencing with its adoption as provided by law.

PASSED, APPROVED AND ADOPTED by the Village President and Village Board of Trustees of the Village of Coal City, Grundy County, Illinois, on the 8th day of July, 2020, and deposited and filed in the Office of the Village Clerk of said Village of Coal City on that date.

VILLAGE PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
David Spesia				
David Togliatti				
Sarah Beach				
Ross Bradley				
Timothy Bradley				
Daniel Greggain				
Terry Halliday, Village President				
TOTAL VOTES:				

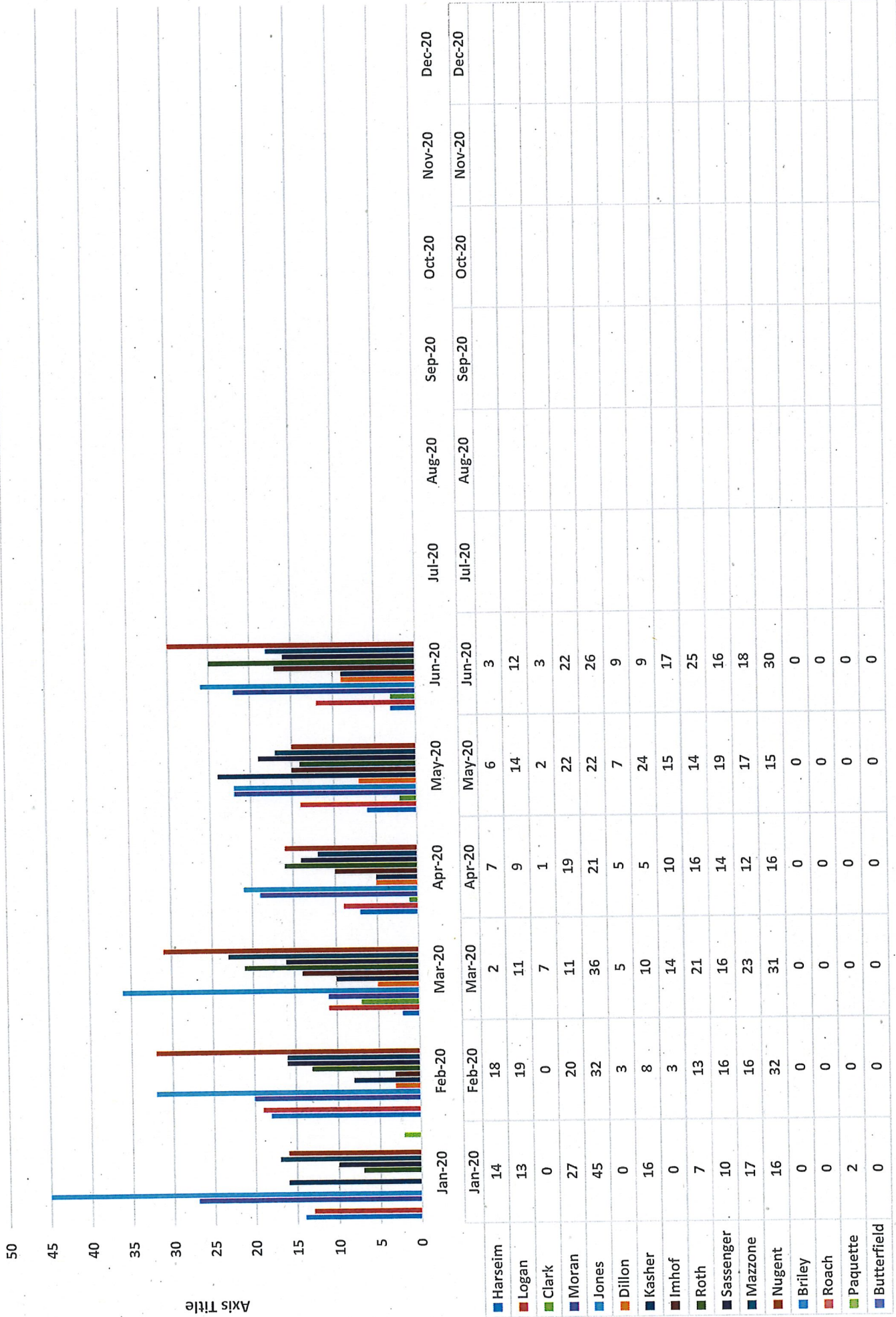
APPROVED: _____, Date ____/ ____/ 2020
 Village President, Village of Coal City

ATTEST: _____, Date: ____/ ____/ 2020
 Village Clerk, Village of Coal City

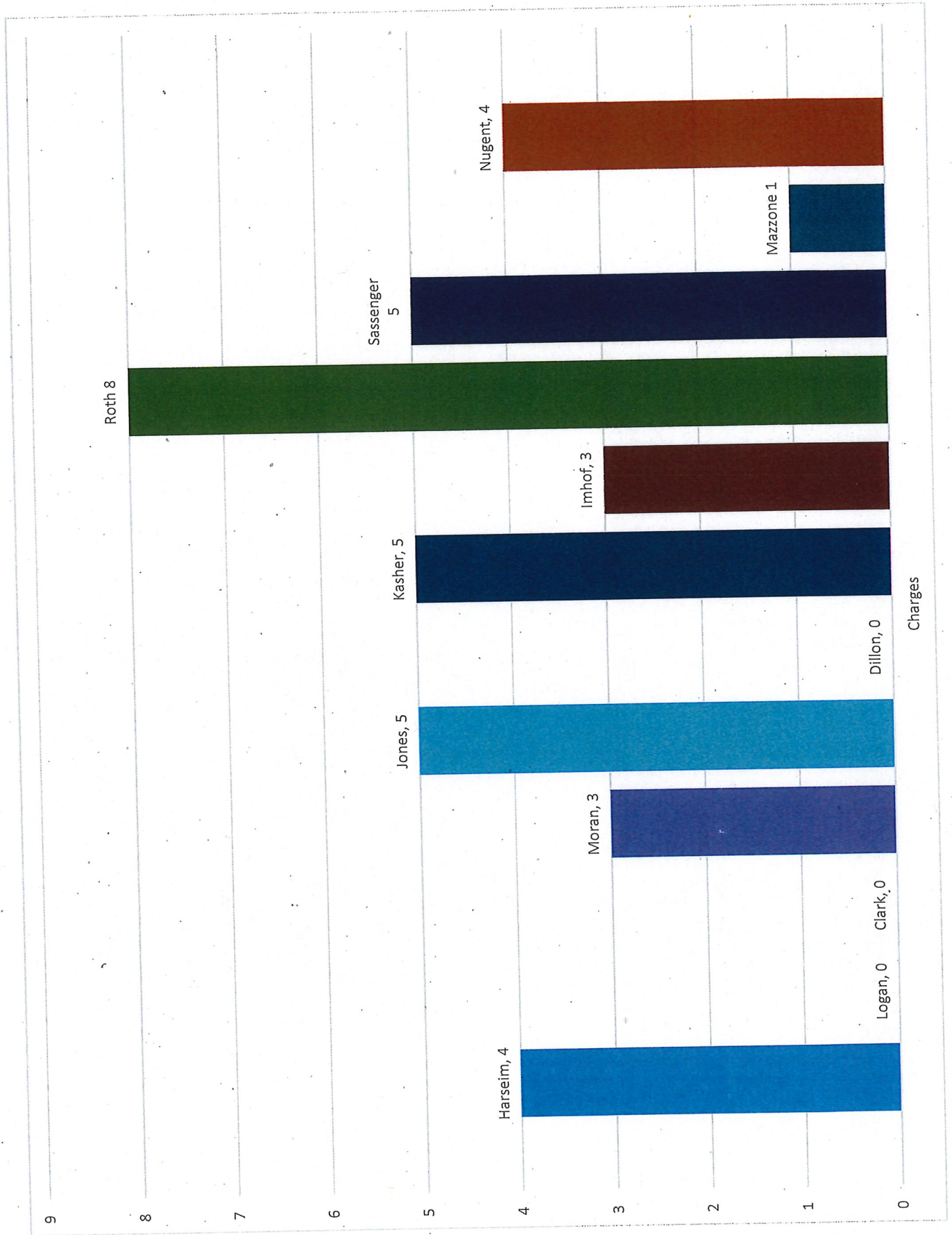


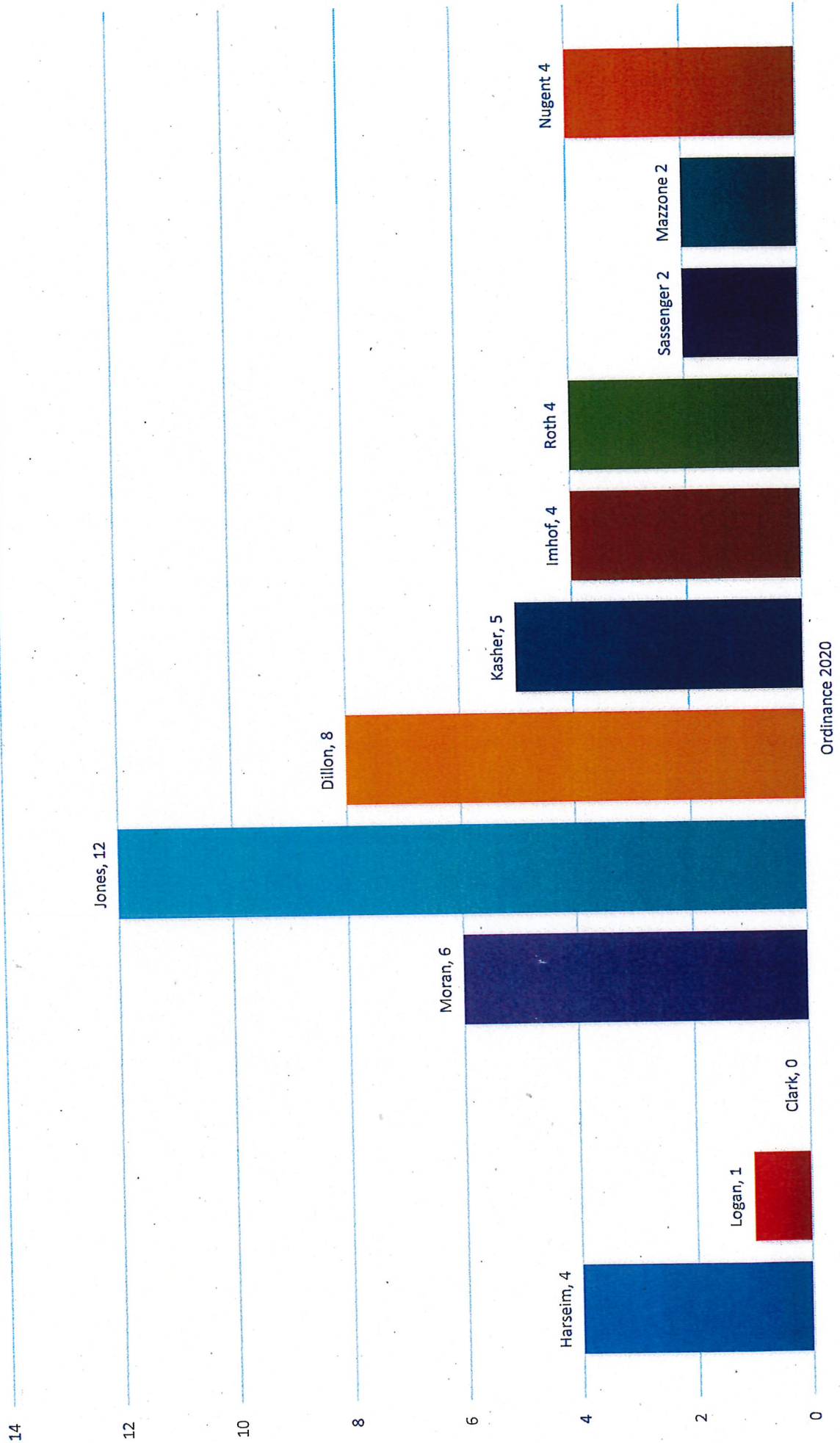
Calls For Service

January 1 2020 – Dec 31 2020



2020 Criminal Charges



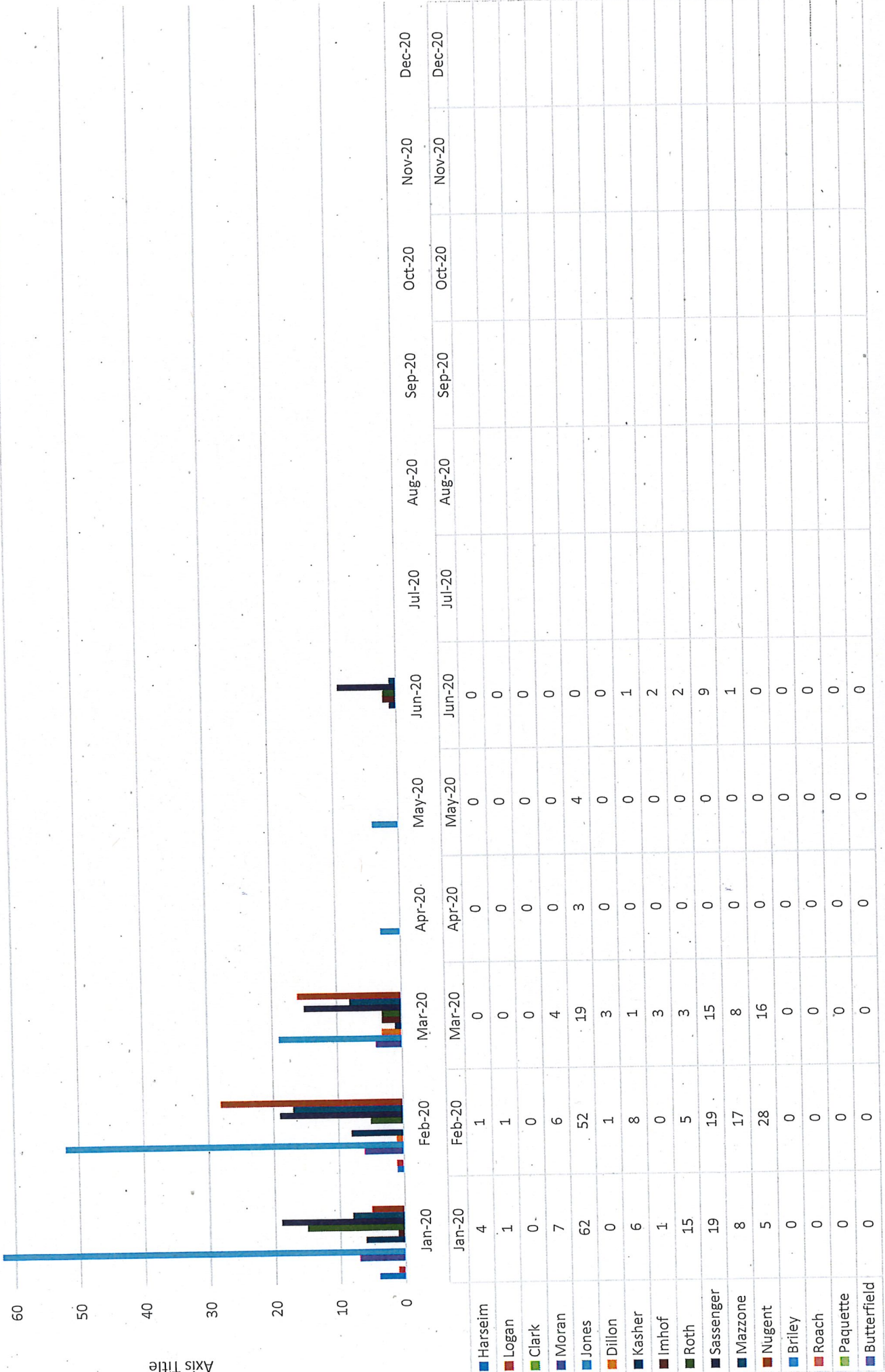




Traffic Stops

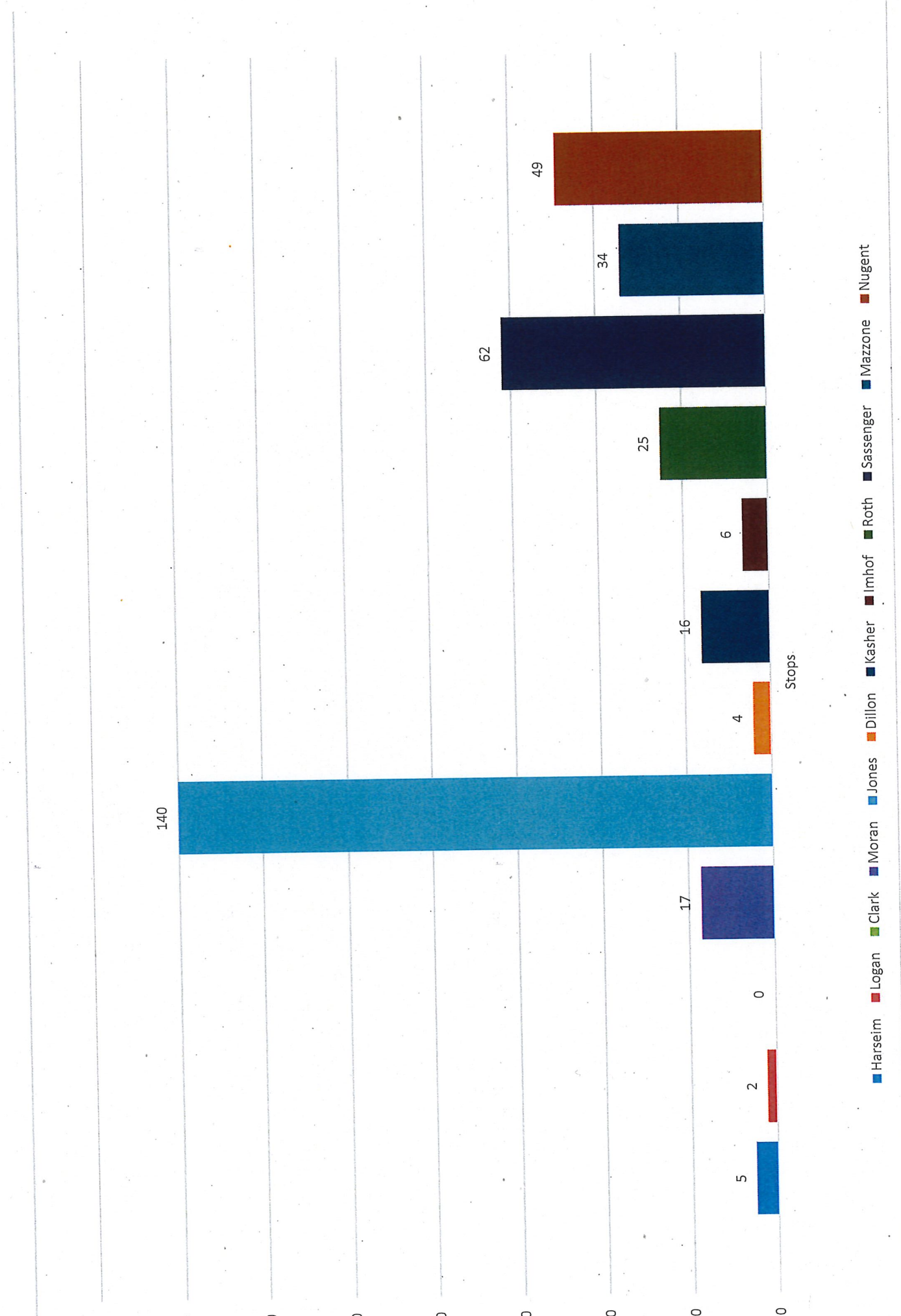
January 1 2020 – Dec 31 2020

70



AXIS TITLE

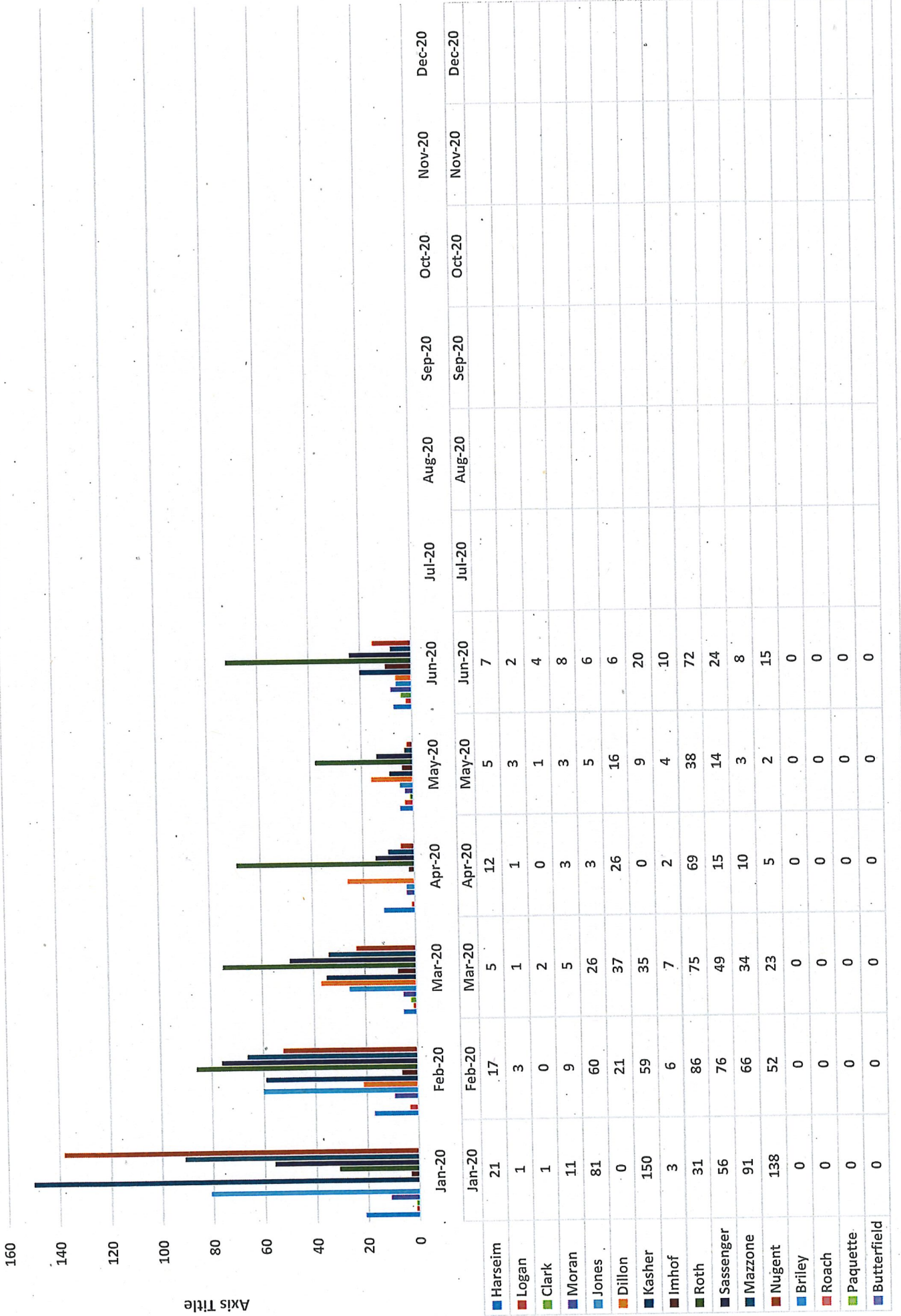
Yearly Traffic Stops





Self-Initiated Activity

January 1 2020 – Dec 31 2020





Total Officer Activity

January 1 2020 – Dec 31 2020

