

# **COAL CITY VILLAGE BOARD MEETING**

**WEDNESDAY  
JULY 10, 2019  
7:00 p.m.**

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

## **AGENDA**

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes                      June 26, 2019
4. Approval of Warrant List
5. Public Comment

6. Letter of Request            Tootsie Roll Drive by Knights of Columbus #1574
7. Ordinance 19-20            Proposing an Amendment to the Boundaries  
Area of Coal City SSA #2
8. Resolution 19-14            Accepting the Hope Helps Special Needs  
Sensory Playground Equipment Donation  
To Lions Park and Approving a Donation  
Agreement
9. Presentation                Minit Mart/Prairie State Gaming  
Requesting New Liquor License On  
Premises Consumption to Enable  
Video Gaming
10. Accept and Award Proposal For Demolition of House at 160 S. Broadway
11. Report of Mayor Halliday
12. Report of Trustees:                    S. Beach  
    T. Bradley  
    D. Spesia  
    D. Greggain  
    R. Bradley  
    D. Togliatti
13. Report of Village Clerk
14. Report of Village Attorney
15. Report of Village Engineer
16. Report of Chief of Police
17. Report of Village Administrator
18. Adjourn

Braidwood Knights of Columbus Council # 1574

The Knights of Columbus are holding the annual tootsie roll drive on Sept. 20, 21, and 22, 2019. We will have volunteers standing at business locations in coal city with permission. We will be standing from 9AM till 5 PM on Friday. Saturday we will stand at business locations from 9 AM till 4 PM. Sunday we will stand at business locations from 9 AM till 12 Noon. We are asking for the City Councils approval to perform this annual fund drive. The tootsie roll funds are used to help people with Intellectual Disabilities. One of the members will be at your Council meeting on Wed. July 10th. Please let me know if you need any more info.

William C Pohl  
Tootsie Roll Chairman  
Knights of Columbus # 1574

STATE OF ILLINOIS  
EXECUTIVE DEPARTMENT  
Proclamation

*WHEREAS, an intellectual disability is defined as a disorder caused by cerebral palsy, epilepsy, autism, or any other condition which results in impairment of, or lack of, normal development of intellectual capacities; and,*

*WHEREAS, intellectual disabilities originate before the age of 18, and generally continue indefinitely; and,*

*WHEREAS, approximately 1.5 percent of the United States population is afflicted with an intellectual disability; and,*

*WHEREAS, due to the early onset and debilitating nature of these disorders, many more children are affected than adults; and,*

*WHEREAS, one of the main purposes of the Knights of Columbus, a fraternal order with 1.8 million members around the world, is to support various charitable causes that seek to make our families and communities stronger; and,*

*WHEREAS, the Knights of Columbus has donated more than \$1.3 billion, and volunteered more than 640 million hours of service in the past decade; and,*

*WHEREAS, the Illinois State Council of the Knights of Columbus will hold its 49<sup>th</sup> Annual Fund Drive on September 21-23, 2018, to benefit programs that serve individuals with intellectual disabilities, distributing proceeds to more than 1,200 service organizations throughout Illinois;*

*THEREFORE, I, Bruce Rauner, Governor of the State of Illinois, do hereby proclaim September 21-23, 2018, as **HELPING CITIZENS WITH INTELLECTUAL DISABILITIES DAYS** in Illinois, in support of the worthy efforts of the Illinois State Council of the Knights of Columbus, and encourage all citizens to assist those who are affected by intellectual disabilities.*

*In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.*

*Done at the Capitol in the City of Springfield,  
this SECOND day of JULY, in  
the Year of Our Lord, two thousand and  
EIGHTEEN, and of the State of Illinois,  
two hundredth.*



*Debra White*  
SECRETARY OF STATE

*Bruce Rauner*  
GOVERNOR

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** July 10, 2019

**RE:** **AMENDMENT TO SSA#2**

The Village entered into a development agreement regarding the issuance of development bonds to construct the lead track to the Union Pacific Railroad to serve the planned rail-fed industrial park at the southwest corner of Reed Road & Broadway. This development agreement set forth many standards including the steps and process by which a special service area would be adopted along with the liability of making debt payments for the scheduled bond payments involved with the repayment of the rail improvement debt. Within the past few months, a portion of land – approximately 93 1/3 acres was conveyed, resulting in the Village of Coal City receiving a closing fee of \$6,500 per acre to be applied towards the development bond debt. The Village has scheduled within the FY20 fiscal budget the payment of the development fee proceeds for the payment due in November, 2019, which will significantly impact the existing debt schedule due to the number of bonds being retired.

The required fee has been paid requiring the Village of Coal City to amend Special Service Area #2 (SSA#2), which shall re-apportion the remaining debt payment requirements collected on an annual basis via the annual property tax payment. The timing of this conveyance results in the property tax bill having been sent with the existing pro rata share of the annual debt payment, i.e. \$431,450, being sent regardless of the Village's receipt of the agreed upon development fee. Upon adoption of the SSA#2 Amending Ordinance, the SSA will eliminate the liability of continued debt payment for the 90+ acres that has been conveyed.

The process of amending SSA#2 begins with the adoption of an ordinance informing the property owners and the public of the intent of the Village to amend SSA#2 modifying the current boundaries of the SSA (provided within the exhibit to the ordinance). Adoption of this ordinance would set the September 11<sup>th</sup> Regular Meeting as the evening at which a public hearing would be held with the intent of adopting the amended SSA, which would allow the Board to adopt an Ordinance as soon as November 13<sup>th</sup> at which time the amended SSA#2 would come into effect and recorded shortly thereafter with Grundy County in order for the SSA to be properly formed to receive a levy when property tax levies are set prior to the end of the calendar year (for collection in the summer of 2020).

**Recommendation:**

Adopt Ordinance No. 19-20: Proposing an Amendment to the Boundaries of SSA#2.

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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF AMENDED SPECIAL  
SERVICE AREA NUMBER TWO IN THE VILLAGE OF COAL CITY, GRUNDY &  
WILL COUNTIES, ILLINOIS TO REFLECT A CHANGE IN THE TERRITORY  
WITHIN SPECIAL SERVICE AREA NUMBER TWO AND PROVIDING FOR A PUBLIC  
HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

on \_\_\_\_\_, 2019

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF AMENDED SPECIAL SERVICE AREA NUMBER TWO IN THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS TO REFLECT A CHANGE IN THE TERRITORY WITHIN SPECIAL SERVICE AREA NUMBER TWO AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

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

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

**WHEREAS**, special service areas are authorized for non-home rule municipalities pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* (the “*Act*”), which provides, *inter alia*, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities; and

**WHEREAS**, the Village established the Village of Coal City Special Service Area Number Two (the “*Area*”) by adopting Ordinance No. 13-41 (the “*Establishing Ordinance*”) on November 25, 2013 and the Establishing Ordinance was recorded against the impacted properties at the Grundy County Recorder of Deeds on November 27, 2013 as Document No. 543615; and

**WHEREAS**, the Village and the then-owners of real property within the Area are parties to that certain Development Agreement By and Between the Village of Coal City and Inland Logistics Port Coal City, LLC, Reed & Broadway, LLC, and First National Bank of Ottawa, as Trustee Under Trust Agreement Dated July 26, 2013 and Known as Trust Number 2811, dated August 1, 2013 and recorded at the Grundy County Recorder of Deeds on November 13, 2013 as Document No. 543330 (the “*Agreement*”);

**WHEREAS**, Paragraph 15 of the Agreement requires the Village to amend the Area to exclude real property that was subject to a qualifying sale and for which the Village received \$6,500.00 per acre sold (the “*Acreage Fee*”);

**WHEREAS**, on or about March 7, 2019, approximately 122 +/- acres of real property within the Area was sold (the “*2019 Sale Property*”) and the Village received an Acreage Fee payment in the amount of Seven Hundred Ninety Three Thousand Forty Five and 50/100 Dollars (\$793,045.50) in accordance with the terms of the Agreement;

**WHEREAS**, the Village wishes to amend the Area to reflect boundary changes in the territory pursuant to and in accordance with its obligations under Paragraph 15 of the Agreement;

**WHEREAS**, the territory currently within the Area is legally described as follows, within the Village of Coal City (hereinafter, the “*Property*”):

PARCEL 1

THE NORTH 1358.70 FEET OF THE NORTHEAST QUARTER OF SECTION 15, EXCEPT THE WEST 356.50 FEET THEREOF, IN TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-15-200-004

PARCEL 2

THE EAST HALF OF SECTION 15, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN IN GRUNDY COUNTY, ILL., EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

TRACT A: THE SOUTH 560 FEET (AS MEASURED PERPENDICULARLY TO THE SOUTH LINE THEREOF) OF THE EAST HALF OF SECTION 15; TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN;

TRACT B: THE WEST 311.50 FEET (AS MEASURED PERPENDICULARLY TO THE WEST LINE THEREOF) OF THE EAST HALF OF SECTION 15 (EXCEPTING THEREFROM THE SOUTH 560 FEET THEREOF); IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN;



TRACT C: THE EAST 45 FEET OF THE WEST 356.5 FEET (AS MEASURED PERPENDICULARLY TO THE WEST LINE THEREOF) OF THE EAST HALF OF SECTION 15, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 560 FEET THEREOF) IN GRUNDY COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM:

THE NORTH 1358.70 FEET OF THE NORTHEAST QUARTER OF SECTION 15, (EXCEPT THE WEST 356.50 FEET THEREOF) IN TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

Former PINs: 09-15-200-005, 09-15-400-002

PARCEL 3

THE WEST 60 ACRES (BEING ALL THAT PART LYING WEST OF THE RIGHT-OF-WAY OF THE GULF, MOBILE & OHIO RAILROAD CO.) OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN GRUNDY COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

EXCEPTION TRACT A: THE SOUTH 560 FEET (AS MEASURED PERPENDICULARLY TO THE SOUTH LINE THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 14 LYING WEST OF THE GULF, MOBILE AND OHIO RAILROAD RIGHT-OF-WAY; TOWNSHIP 32 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

EXCEPTION TRACT B: THAT PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES 20 MINUTES 59 SECONDS WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER 300.00 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 51 SECONDS EAST 580.81 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER THAT IS 500 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, AS MEASURED ALONG SAID SOUTH LINE; THENCE NORTH 88 DEGREES 08 MINUTES 11 SECONDS EAST, ON SAID SOUTH LINE 496.17 FEET TO THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD; THENCE SOUTH 00 DEGREES 47 MINUTES 09 SECONDS EAST ON SAID RIGHT OF WAY LINE, 665.12 FEET TO THE SOUTH LINE OF THE NORTH 665.00 FEET OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 08 MINUTES 11 SECONDS

WEST, ON SAID SOUTH LINE, 509.84 FEET TO A POINT THAT IS 479.82 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, AS MEASURED ON SAID SOUTH LINE; THENCE SOUTH 01 DEGREE 20 MINUTES 56 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, 40.00 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 11 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER 21.00 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 56 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 40.00 FEET TO THE SOUTH LINE OF THE NORTH 665.00 FEET OF SAID SOUTHWEST QUARTER, THENCE SOUTH 88 DEGREES 08 MINUTES 11 SECONDS WEST ON SAID SOUTH LINE 458.82 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 20 MINUTES 56 SECONDS WEST, ON SAID WEST LINE 665.03 FEET TO THE POINT OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-14-300-007

**WHEREAS**, following the sale of the 2019 Sale Property and the payment to the Village of the Acreage Fee associated therewith, the Village is desirous to amend the Area to reflect the new boundaries as provided herein;

**WHEREAS**, the President and Trustees of the Village (the “*Corporate Authorities*”) hereby find and determine that it is in the public interest to consider the establishment of the area described herein as Amended Village of Coal City Special Service Area Number Two (the “*Amended Area*”) for the purposes set forth herein;

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

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

**WHEREAS**, the Amended Area has and will benefit specially from the special services to be provided by the Village to the Amended Area, which shall consist of:

(i) financing the construction of a rail spur from the Union Pacific Railroad's existing railway into and across the real property within the Area and Amended Area (the “*Improvement*”) to serve such territory (the “*Services*”); and

(ii) principal and interest finance charges and other costs of borrowing associated with providing the Services (“*Debt Service Expenses*”); and

(iii) otherwise unreimbursed third party administrative, legal and other expenses incurred in connection with the creation and administration of the Area, Amended Area and any amendments thereto; and

(iv) otherwise unreimbursed legal, engineering and other professional services associated with plan review related to or in any manner arising out of the Improvement within the Area or Amended Area. Cumulatively, (i) – (iv) shall be known as the “*Service Expenses*”;

**WHEREAS**, the Services and expenditure of Service Expenses have specially benefitted the Amended Area, will continue to specially benefit the Amended Area, and are unique and in addition to municipal services provided to the Village as a whole;

**WHEREAS**, the provision of the Services and outlay of Service Expenses has and will continue to enhance and promote the economic development of the Village and promote the creation of jobs and the Village has at all relevant times had the authority to appropriate and expend funds for economic development purposes as set forth in Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5;

**WHEREAS**, on November 25, 2013, the Village enacted Ordinance No. 13-42, entitled “*An Ordinance Authorizing the Issuance and Providing for the Sale of \$1,900,000 General Obligation Taxable Alternate Revenue Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013, of the Village of Coal City, Grundy and Will Counties, Illinois, for the Purpose of Paying the Costs of Acquiring and Constructing an Extension from the Union Pacific Railroad Subline Across Certain Property Located in the Village; Providing for the Levy of a Direct Annual Tax for the Payment of Principal of and Interest on the Series 2013 Bonds; Providing Procedures for the Abatement of Such Tax Based on the Availability of Alternate Revenues; and Providing for the Execution and Delivery of a Continuing Disclosure*”

*Undertaking in Connection with the Series 2013 Bonds; and Concerning Related Matters” (the “Bond Ordinance”);*

**WHEREAS**, pursuant to the Agreement and the Bond Ordinance, the Village issued and delivered \$1,900,000 General Obligation Taxable Alternate Revenue Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013 (the “**Bonds**”) in order to fund the Services and pledged “Acreage Fees” and “Rail Fees” as those terms are defined in the Agreement and Bond Ordinance and the ad valorem taxes levied and extended against the taxable properties within the Area to the payment of principal and interest coming due on the Bonds, backstopped by the general ad valorem taxes levied against all taxable property within the Village;

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

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

**SECTION 1. RECITALS.**

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. FINDINGS.** The President and Board of Trustees of the Village find and determine as follows:

a. The fee owners of that portion of the Village described in **Exhibit 1** attached hereto and by this reference made a part hereof (hereinafter the “*Amended Property*”) have each expressed an interest in the construction, acquisition and installation of a rail spur from the Union Pacific Railroad’s existing railway along, across and over such *Amended Property*; and

b. The Amended Property is coterminous with the Amended Area; and

c. Prior to the provision of the Services, the Amended Area was without the Improvement, which was and remains necessary to provide essential services to such Amended Area; and

d. It is in the public interest that the President and Board of Trustees of the Village consider the creation of the Amended Area to provide security for the reimbursement of the Village’s Service Expenses in connection with the Village’s provision of the Services and to fulfill the Village’s obligations pursuant to Paragraph 15 of the Agreement; and

e. The Amended Area is compact and contiguous and is outlined on the map attached hereto as **Exhibit 2** and by this reference made a part hereof; and

f. The proposed Amended Area has and will continue to benefit specially from the Services provided to the Amended Area. The Services are in addition to municipal services provided to the Village as a whole.

### **SECTION 3. PROPOSAL.**

Pursuant to its obligations under Paragraph 15 of the Agreement, the President and Board of Trustees of the Village propose the establishment of the Amended Area to reflect the new boundaries following the conveyance of the 2019 Sale Property.

#### **SECTION 4. PUBLIC HEARING.**

A public hearing shall be held at 7:00 p.m. on the 11th day of September, 2019, at the Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416 (the "**Hearing**"), to consider the creation of Amended Special Service Area Number Two of the Village in the Amended Area for the purpose of providing the Services described in the Notice of Public Hearing affixed hereto as Exhibit 3 ("**Notice**") and incorporated as though fully set forth herein. At the Hearing, the Village will further consider levying an annual ad valorem tax against each taxable parcel of property within the Amended Area in order to retire the Bonds and pay the Service Expenses (as hereinafter defined), at a maximum annual levy in an amount not to exceed \$550,811.66 each year for a period not to exceed four (4) years. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* The maximum levy shall be determined by the formula described herein notwithstanding the tax rate resulting from the extension of such levy.

For the first one (1) year of the Amended Area, taxes shall not be levied thereunder and said Amended Area shall be "dormant," unless, until and to the extent that (A) the Village's incurred Service Expenses plus Debt Service Expenses coming due in the calendar year following the levy, less (B) the amount of loaded railcar fees distributed to and actually received by the Village from Union Pacific Railroad generated by rail cars originating from or traveling to the Area (the "**Rail Refund**"), payments received by the Village from the owners of the Property of an "**Acreage Fee**", defined as the payment of \$6,500.00 per acre of real property within the Area sold to an independent third party end-user in a bona fide, arms-length transaction, and voluntary payments from the owners of the real property within the Area (cumulatively, the "**Net Expenses**"), exceeds \$350,000.00 (the "**Village Expense Limit**"). For

the first one (1) year of the Amended Area, the taxes shall be levied only if and in the amount by which the Village's Net Expenses exceed the Village Expense Limit. Thereafter, the foregoing notwithstanding, for years two through four of the Amended Area, the Village shall annually levy an amount equal to: (A) the amount of the Net Expenses which have not previously been reimbursed in excess of the Village Expense Limit, plus (B) a pro rata annual share of the Village Expense Limit which has not previously been reimbursed over the remaining term of the Amended Area, but not more than the annual maximum tax described herein.

As such, the actual amount of the taxes to be levied in the initial year in which taxes are levied within Amended Village of Coal City Special Service Area Number Two is a function of the formula(s) set forth in this Section 4 and is consequently indeterminate at present, but shall not exceed the maximum annual tax levy as set forth herein, \$550,811.66.

#### **SECTION 5. NOTICE OF PUBLIC HEARING.**

The Notice shall be published at least once not less than fifteen (15) days prior to the Hearing in the *Coal City Courant*, a newspaper of general circulation within the Village. The Notice shall be mailed by depositing the Notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Amended Area, together with the person or persons in whose name the general taxes for the last preceding year were paid for the 2019 Sale Property. The Notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last

listed on the tax rolls prior to that year as the owner of said property. The Notice shall be in substantially the form set forth in Exhibit 3 to this Ordinance.

**SECTION 6. RESOLUTION OF CONFLICTS.**

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

**SECTION 7. SAVING CLAUSE.**

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

**SECTION 8. 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 \_\_\_\_\_, 2019, at Coal City,  
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk

**Exhibit 1**

**Legal Description, PINs and Street Location of the Area Subject to Amended Special  
Service Area Number Two**

The Village of Coal City will consider forming Amended Special Service Area Number Two, consisting of the following described real property (collectively, the "*Amended Property*"):

**PARCEL I:**

THE NORTH 1358.70 FEET OF THE NORTHEAST QUARTER OF SECTION 15, EXCEPT THE WEST 356.50 FEET THEREOF, IN TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PIN 09-15-200-004

71.23 +/- acres

**PARCEL II:**

THAT PART OF THE NORTH HALF OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 88 DEGREES 31 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1293.53 FEET; THENCE NORTH 01 DEGREE 17 MINUTES 53 SECONDS WEST, 1292.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1358.70 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 88 DEGREES 31 MINUTES 23 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 1358.70 FEET, 1292.37 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 01 DEGREE 20 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1292.94 FEET TO THE POINT OF BEGINNING.

PIN 09-15-200-006

38.36 +/- acres

**PARCEL III:**

THAT PART OF THE SOUTH HALF OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 01 DEGREE 21 MINUTES 02 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 1678.42 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 39 SECONDS WEST; 1295.05 FEET; THENCE NORTH 01 DEGREE 17 MINUTES 53 SECONDS WEST; 1677.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 88 DEGREES 31 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 1293.53 FEET TO THE POINT OF BEGINNING.

PIN 09-15-400-004

49.87 +/- acres

STREET LOCATION OF THE AMENDED PROPERTY: 159 +/- acres at the southwest corner of Reed Road and Broadway Road

**Exhibit 2**

**Map of Proposed Amended Special Service Area Number Two**

*[INSERTED ON FOLLOWING PAGE]*



**Exhibit 3**

**Notice of Public Hearing**

NOTICE OF PUBLIC HEARING  
VILLAGE OF COAL CITY  
AMENDED SPECIAL SERVICE AREA NUMBER TWO

NOTICE IS HEREBY GIVEN that on September 11, 2019 at 7:00 p.m. at the Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416, a public hearing will be held by the President and Board of Trustees of the Village of Coal City to consider forming an amended special service area to be called "Amended Village of Coal City Special Service Area Number Two," consisting of the following described property (the "Amended Property"):

**PARCEL I:**

THE NORTH 1358.70 FEET OF THE NORTHEAST QUARTER OF SECTION 15, EXCEPT THE WEST 356.50 FEET THEREOF, IN TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PIN 09-15-200-004  
71.23 +/- acres

**PARCEL II:**

THAT PART OF THE NORTH HALF OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 88 DEGREES 31 MINUTES 39 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1293.53 FEET; THENCE NORTH 01 DEGREE 17 MINUTES 53 SECONDS WEST, 1292.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1358.70 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 88 DEGREES 31 MINUTES 23 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 1358.70 FEET, 1292.37 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 01 DEGREE 20 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1292.94 FEET TO THE POINT OF BEGINNING.

PIN 09-15-200-006  
38.36 +/- acres

**PARCEL III:**

THAT PART OF THE SOUTH HALF OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 01 DEGREE 21 MINUTES 02 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 1678.42 FEET; THENCE SOUTH 88 DEGREES 34 MINUTES 39 SECONDS WEST; 1295.05 FEET; THENCE NORTH 01 DEGREE 17 MINUTES 53 SECONDS WEST; 1677.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 88 DEGREES 31 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 1293.53 FEET TO THE POINT OF BEGINNING.

PIN 09-15-400-004  
49.87 +/- acres

STREET LOCATION OF THE AMENDED PROPERTY: 159 +/- acres at the southwest corner of Reed Road and Broadway Road

An accurate map of said territory is on file in the office of the Village Clerk and is available for public inspection.

The general purpose of the formation of Amended Village of Coal City Special Service Area Number Two (the "Amended Area") is (i) to satisfy the Village's obligations under Paragraph 15 of that certain Development Agreement By and Between the Village of Coal City and Inland Logistics Port Coal City, LLC, Reed & Broadway, LLC, and First National Bank of Ottawa, as Trustee Under Trust Agreement Dated July 26, 2013 and Known as Trust Number 2811, dated August 1, 2013 and recorded at the Grundy County Recorder of Deeds on November 13, 2013 as Document No. 543330 (the "Agreement") to amend Village of Coal City Special Service Area Number Two to exclude real property that was subject to a qualifying sale and for which the Village the payment of an Acreage Fee, as that term is defined in the Agreement, and

(ii) to provide for the continued repayment to the Village of its principal and interest obligations on the \$1,900,000 General Obligation Taxable Alternate Revenue Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013 (the "Bonds") issued to defray the costs of the construction of a rail spur from the Union Pacific Railroad's existing railway into and across the real property within the Amended Area.

At said hearing, the Village will further consider levying an annual ad valorem tax against each taxable parcel of property within the Amended Area as may be necessary in order to retire the Bonds and pay the "Service Expenses" (as hereinafter defined), at a maximum annual levy in an amount not to exceed \$550,811.66 each year for a period not to exceed four (4) years. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* The maximum levy shall be determined by the formula described herein notwithstanding the tax rate resulting from the extension of such levy.

For the first one (1) year of the Amended Area, taxes shall not be levied thereunder and said Amended Area shall be "dormant," unless, until and to the extent that (A) the Village's incurred Service Expenses plus Debt Service Expenses coming due in the calendar year following the levy, less (B) the amount of loaded railcar fees distributed to and actually received by the Village from Union Pacific Railroad generated by rail cars originating from or traveling to the Area (the "*Rail Refund*"), payments received by the Village from the owners of the Property of an "*Acreage Fee*", defined as the payment of \$6,500.00 per acre of real property within the Area sold to an independent third party end-user in a bona fide, arms-length transaction, and voluntary payments from the owners of the real property within the Area (cumulatively, the "*Net Expenses*"), exceeds \$350,000.00 (the "*Village Expense Limit*"). For the first one (1) year of the



Amended Area, the taxes shall be levied only if and in the amount by which the Village's Net Expenses exceed the Village Expense Limit. Thereafter, the foregoing notwithstanding, for years two through four of the Amended Area, the Village shall annually levy an amount equal to: (A) the amount of the Net Expenses which have not previously been reimbursed in excess of the Village Expense Limit, plus (B) a pro rata annual share of the Village Expense Limit which has not previously been reimbursed over the remaining term of the Amended Area, but not more than the annual maximum tax described herein.

All interested persons affected by the formation of Amended Village of Coal City Special Service Area Number Two, including all owners of real estate located within said Amended Special Service Area and the owners of real property within the original Village of Coal City Special Service Area Number Two, will be given an opportunity to be heard regarding the formation of and the boundaries of Amended Special Service Area Number Two and may object to the formation of Amended Special Service Area Number Two, and the levy of taxes affecting Amended Special Service Area Number Two. At said public hearing, any interested persons affected by said proposed Amended Special Service Area Number Two may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issued embodied in this notice. The Village President and Village Board shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within said Amended Special Service Area Number Two and by at least 51% of the owners of record of the land included within the boundaries of said Amended Special Service Area Number Two is filed with the Coal

City Village Clerk within sixty (60) days following the final adjournment of said public hearing objecting to the creation of said Amended Special Service Area Number Two, the borrowing or the levy and imposition of a tax for the provision of special services to said Amended Special Service Area Number Two, or to a proposed increase in the tax rate, no such special service area may be created, no borrowing may occur nor tax may be levied or imposed nor the rate increased.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

---

Pamela M. Noffsinger, Clerk

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** July 10, 2019

**RE: ACCEPTANCE OF THE HOPE HELPS PARK**

As many are aware, the second phase of the Hope Helps Park has been fully constructed after another community build in which the Public Works and Police staff spent time and energy contributing towards the successful build. At this time, it is appropriate to formally accept the improvements in order to ensure their long-term maintenance and insured status so they may be maintained within Village parks for many years to come.

Under consideration is a Resolution that would formally accept the improvements and memorialize the status of the improvements as belonging to the Village of Coal City bringing along with it the requirement to insure and maintain on an annual basis. This action would ensure future boards are aware of the village's need to continual maintain and replace equipment as it ages. Brittney Kaluzney of Hope Helps is planning upon being in attendance if there are any questions regarding this action, which was created by the Village Attorney to properly document the transaction.

**Recommendation:**

Adopt Resolution 19-14: Accepting the Hope Helps Phase 1 & 2 Improvements at Lions Park.

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**THE VILLAGE OF COAL CITY**  
GRUNDY & WILL COUNTIES, ILLINOIS

---

RESOLUTION  
NUMBER \_\_\_\_\_

---

**A RESOLUTION ACCEPTING THE HOPE HELPS SPECIAL NEEDS SENSORY  
PLAYGROUND EQUIPMENT DONATION TO LIONS PARK AND APPROVING A  
DONATION AGREEMENT**

---

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 ACCEPTING THE HOPE HELPS SPECIAL NEEDS SENSORY  
PLAYGROUND EQUIPMENT DONATION TO LIONS PARK AND APPROVING A  
DONATION AGREEMENT**

**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 Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village is authorized by the Illinois Municipal Code to own, operate and equip public parks for public recreational use; and

**WHEREAS**, HOPE HELPS, \_\_\_\_\_ an Illinois not-for-profit corporation headquartered in Grundy County, Illinois (“HH”) identified a lack of opportunities for special needs children and families in the area and has acquired and coordinated the installation of certain special needs sensory playground equipment within Lions Park with the permission and cooperation of the Village in order to provide a regional destination for special needs children and their families;

**WHEREAS**, the Village is grateful for the generosity and dedication of HH and is desirous of fostering an inclusive recreational environment for Village residents and physically and neurologically disabled children throughout the region; and

**WHEREAS**, the Village Board desires to accept the donation of the playground equipment and appurtenances within Lions Park as more particularly described in the Agreement which is attached hereto as Exhibit 1;

**WHEREAS**, the Village President and Village Board of Trustees (the “Corporate

Authorities”) hereby find and determine that it is advisable and in the best interests of the Village and its residents to accept said donation in accordance with the terms and conditions provided herein; and

**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. APPROVAL OF DONATION AGREEMENT.**

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Special Needs Sensory Playground Development Agreement (the “Agreement”) and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**SECTION 3. RESOLUTION OF CONFLICTS.**

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

**SECTION 4. SAVING CLAUSE.**

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

**SECTION 5. EFFECTIVENESS.**

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk

**EXHIBIT 1**

**SPECIAL NEEDS SENSORY PLAYGROUND DEVELOPMENT AGREEMENT**

Appended on following pages

4844-3973-2619, v. 1



## SPECIAL NEEDS SENSORY PLAYGROUND DONATION AGREEMENT

**THIS SPECIAL NEEDS SENSORY PLAYGROUND DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between THE VILLAGE OF COAL CITY, 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 (the “**Village**”) and HOPE HELPS, \_\_\_\_\_ an Illinois not-for-profit corporation headquartered in Grundy County, Illinois (“**HH**”). Collectively, the Village and HH shall be referred to herein as the “**Parties**”.

### RECITALS

**WHEREAS**, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

**WHEREAS**, the Village is authorized by the Illinois Municipal Code to own, operate and equip public parks for public recreational use; and

**WHEREAS**, the Village owns and manages the real estate commonly known as Lions Park (the “**Park**”) and certain improvements and recreational facilities located therein; and

**WHEREAS**, HH identified a lack of opportunities for special needs children and families in the area and has acquired and coordinated the installation of certain special needs sensory playground equipment, inclusive of slides, climbers, tunnels, sensory components, and other free-standing recreational equipment, pulverized rubber “floor,” and any and all associated equipment, structures, or other personal property comprising the facilities commonly known as “Hope Helps Special Needs Sensory Playground” located within the Park and depicted in *Exhibit A* (collectively, the “**Property**”); and

**WHEREAS**, there is a \_\_\_\_\_ [size, informal description] area of land within the Park that is owned and managed by the Village, as depicted in the attached *Exhibit B* and made a part hereof (“**Designated Donation Area**”); and

**WHEREAS**, HH and the Village are mutually desirous of working cooperatively to bring and maintain a special needs sensory playground to the Designated Donation Area for the use of the public in order to promote recreational and developmental activities for all Village residents and visitors, expressly inclusive of opportunities for physically and neurologically disabled children; and

**WHEREAS**, the Village has cooperated with HH by contributing public funds towards the purchase of some of the Property, authorizing installation of the Property in the Designated Donation Area and by providing certain donated labor and equipment to assist with the construction of the Property in the Park; and

**WHEREAS**, HH desires to donate the installed Property in the Designated Donation Area of the Park to the Village free of charge in consideration of the Village's care and stewardship of the Property and in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the Property has and will continue to provide a much-needed public recreational area catering to the physical and recreational needs of the general public and the special needs of physically and neurologically disabled persons; and

**WHEREAS**, the donation of the Property to the Village will enhance the use and enjoyment of the Park by the residents of the Village and visitors from throughout the region; and

**WHEREAS**, the Village President and Village Board of Trustees (the "Corporate Authorities") hereby find and determine that it is advisable and in the best interests of the Village and its residents to accept said donation in accordance with the terms and conditions provided herein; and

**WHEREAS**, the Agreement has been submitted to the Corporate Authorities of the Village for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village; and

**WHEREAS**, the Agreement has been submitted to the officers of HH for review and consideration and the undersigned officer(s) of HH have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon HH; and

**WHEREAS**, the Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement are absolute and unconditional, except where specifically provided to the contrary herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties hereby agree as follows:

1. **Incorporation.** The foregoing Recitals are made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. **Donation.** HH agrees to donate the Property to the Village free of charge following its installation on the Village Property. The Property is donated in "As-Is" condition and HH disclaims--and Village accepts the disclaimer--of all representations and warranties concerning quality, fitness, merchantability or suitability for any purpose whatsoever. In consideration of HH's donation of the Property to the Village, the Village will indicate in signage that the Property was donated by HH. The Village understands that any use of the other party's name or logo is prohibited without prior written approval from HH. HH hereby represents and warrants to the Village that HH is the absolute owner of said Property, that said Property is free and clear of all liens, charges and encumbrances, and that HH has full right, power and authority to gift

said Property and to enter into this Agreement. HH hereby assigns any and all warranty rights in and to the Property, or any portion thereof, to the Village, and the Village hereby consents to and accepts such assignment.

3. **Acceptance.** The Village agrees to accept the donation of the Property in the Designated Donation Area of the Park. In so doing, the Village acknowledges that (i) it has inspected the Property to its full and complete satisfaction, (ii) it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Property other than those that are specifically included herein. The Village acknowledges the present state and condition of the Property and agrees to accept the Property, notwithstanding any known or unknown deficiencies or defects of or with respect to the Property and agrees not to assert any claim or attempt to rescind the transfer of the Property to the Village based on the state or condition of the Property. The Village hereby assumes and agrees to undertake all maintenance and insurance of the Property.

4. **Use and Enjoyment.** The Village hereby grants to HH a non-exclusive revocable license to use and enjoy the Designated Donation Area for recreational purposes together with the general public during hours that the Park is open for public use. The license granted under the terms of this Agreement is a bare license and is not a lease. Neither HH nor any member of the public has a property interest in the Designated Donation Area of the Park or any other Village property, including the Property following the donation hereof. The Village shall have and retain all rights to the use and occupation of the Designated Donation Area of the Park.

5. **Maintenance.** The Village agrees to maintain the Property for public recreational use at its sole expense and in its sole discretion, subject to budgetary constraints and in accordance with the maintenance standards and a schedule to be determined by the Village.

6. **Mutual Assistance.** The Village and HH agree to cooperate with one another in upholding the intent and purposes of this Agreement.

7. **Disclaimer of Relationship.** The of HH to the Village is that of independent charitable contributor. Neither party to this Agreement shall be or become the agent of the other party for any purpose. This does not create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or HH. Nothing herein contained nor any act of the Village or HH shall be deemed or construed to give HH any property interest in or control over the Designated Donation Area or the Park.

8. **General Provisions.**

A. **Governing Law.** This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Grundy County, Illinois. This Agreement is made pursuant to and in accordance with the

provisions of the Constitution of the State of Illinois, other applicable provisions of the Illinois compiled statutes, and all applicable Village ordinances, resolutions, rules and regulations.

- B. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or HH.
- C. **No Personal Liability of Officials of the Village.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of the Corporate Authorities, any official, officer, partner, member, manager, director, agent, employee, or attorney of the Village, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance or non-performance of this Agreement, or any failure in connection therewith.
- D. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- E. **Entire Agreement.** This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the transaction contemplated hereunder, and all prior or contemporaneous agreements, understandings, representations and warranties are deemed merged into this Agreement.
- F. **Captions.** The captions at the beginning of the paragraphs are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- G. **Further Actions.** The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
- H. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement.

As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

- I. **Exhibits.** Exhibits A and B attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.
- K. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.
- L. **Copies.** A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

9. **Authority to Execute.**

- A. The Village hereby warrants and represents to HH that it has full constitutional and lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions, and that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.
- B. HH hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken. Accordingly, this Agreement constitutes the legal, valid and binding obligation of HH, enforceable in accordance with its terms.

\*\*\*\*\*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

\*\*\*\*\*

IN WITNESS WHEREOF, Village and HH have caused this Agreement to be executed in their respective names and Village has caused its seal to be affixed thereto, and attested as of the Effective Date.

“VILLAGE”:

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

By: \_\_\_\_\_  
Terry Halliday,  
Village President

(SEAL)

Attest:

\_\_\_\_\_  
Pamela Noffsinger,  
Village Clerk

“HH”:

**HOPE HELPS, \_\_\_\_\_**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

HOPE HELPS SPECIAL NEEDS SENSORY PLAYGROUND

Equipment List

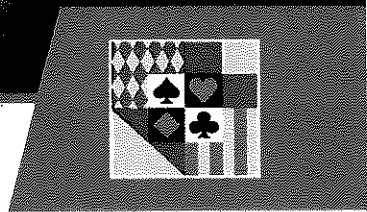
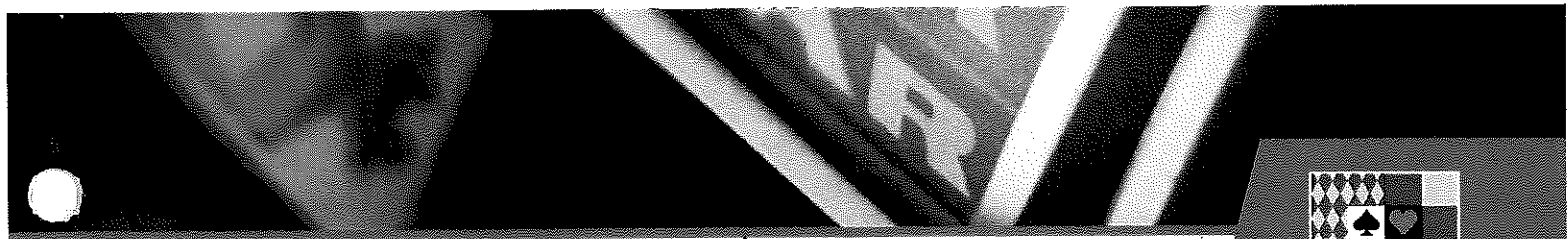
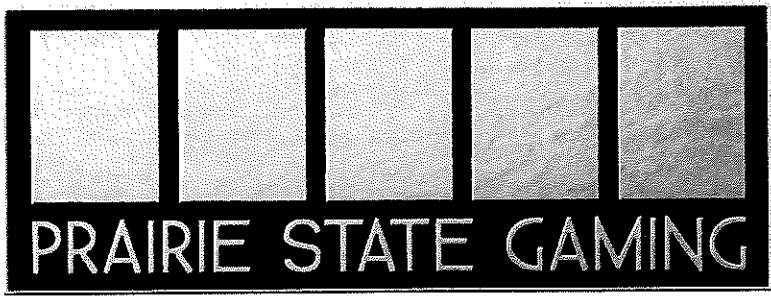
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**EXHIBIT B**

LIONS PARK DESIGNATED DONATION AREA

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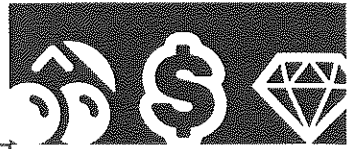
**EG**  
Group

**MINITMART**

EG GROUP - MINIT MART GAMING

A PRESENTATION FOR THE COAL CITY, IL VILLAGE COUNCIL





## OBJECTIVE

To obtain an on-premise consumption liquor license with the intent of operating video gaming terminals at Minit Mart in Coal City, IL located at 20 E. Division Street.

## MISSION

We embrace a committed mission to grow with the Village of Coal City. We intend to bring positive growth to Coal City through the following practices:

- Steadfast attention to detail and firm Quality of Control practices.
- Increasing tax revenue by capturing new, out-of-town revenue sources.
- Unwavering commitment to the sound business practices that define EG Group.
- Enhanced employment and business opportunities by reinvesting our additional revenue stream into training, new hires and ongoing maintenance projects and property enhancement.

GOAL CITY & MINIT MART  
PROSPERING TOGETHER





## ABOUT US

EG Group is the world's leading fuel station and convenience retailer. We have grown our robust portfolio of establishments by embracing the culture and community of each and every city in which we do business. Our vision is to engage and work with leading retail brand partners in order to deliver a 'world class' fuel, convenience store, food and drink offer that exceeds consumer expectations

With 15,000 employees in 24 states, we are committed to supporting local communities with a view to empowering individuals to grow, contribute and succeed.

EG Group has made a significant commitment to delivering a modern consumer retail offering that exceeds expectations and creates a true 'one stop' retail destination to satisfy multiple consumer missions.

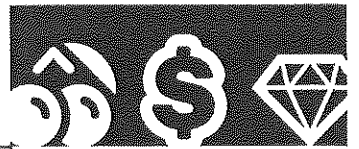
EG Group partners with premium brands across our product and service offering and seeks out upstanding communities that allow us to thrive together.

For our Coal City, IL endeavor, we believe we have selected a great community to grow with and have partnered with Illinois' most reputable Terminal Operator for our video gaming service offering, Prairie State Gaming.

We appreciate the opportunity to do business together.

WHO WE ARE





OUR PLAN

## OVERVIEW

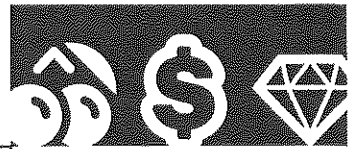
We plan to capture out-of-town video gaming revenue by offering first in class customer service, the best private gaming experience available to those passing through Coal City and offer an alternative option for those that prefer to avoid the tavern environment.

## THE COMPETITION

The majority of the product portfolio within a 5-mile radius of Coal City are bars and taverns. Minit Mart will offer a gaming experience that caters to those stopping for gas or visiting the convenience store. With an absence of gaming choices in surrounding municipalities, we are confident that Minit Mart will provide a private gaming alternative to those passing through Coal City and to individuals in Coal City's surrounding municipalities.

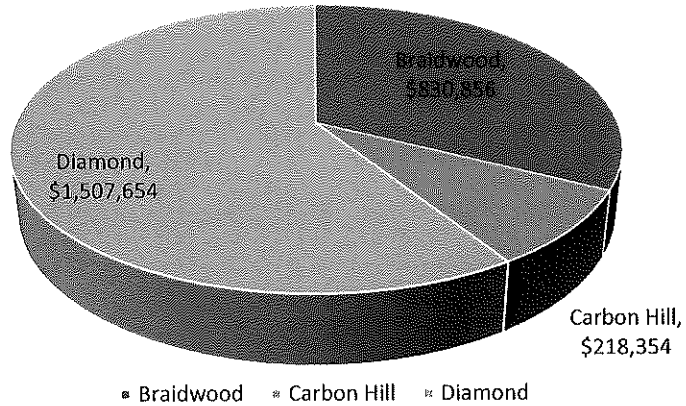
- Braidwood – 5 Gaming Establishments
  - 1 – Fuel Station
- Carbon Hill – 2 Gaming Establishments
  - 0 – Fuel Station / Truck Stops
- Diamond – 5 Gaming Establishments
  - 1 Truck Stop

We plan to offer a private gaming experience to those passing through Coal City and market to surrounding municipalities such as Braidwood, Carbon Hill and Diamond.



## BREAKDOWN OF OPPORTUNITY

Annual Revenue Opportunity for Coal City & EG Group

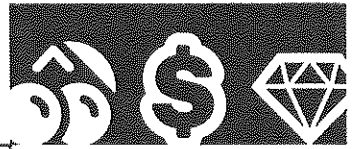


## THE PLAN & THE APPROACH

With over \$2.5m in annual gaming revenue generated in neighboring communities that do not target individuals that prefer to avoid the tavern environment, and establishments that do not offer the daily convenience of a C-store and gas products, we believe we can capture a substantial portion of the market which will then be reinvested in Coal City.



REVENUE ANALYSIS



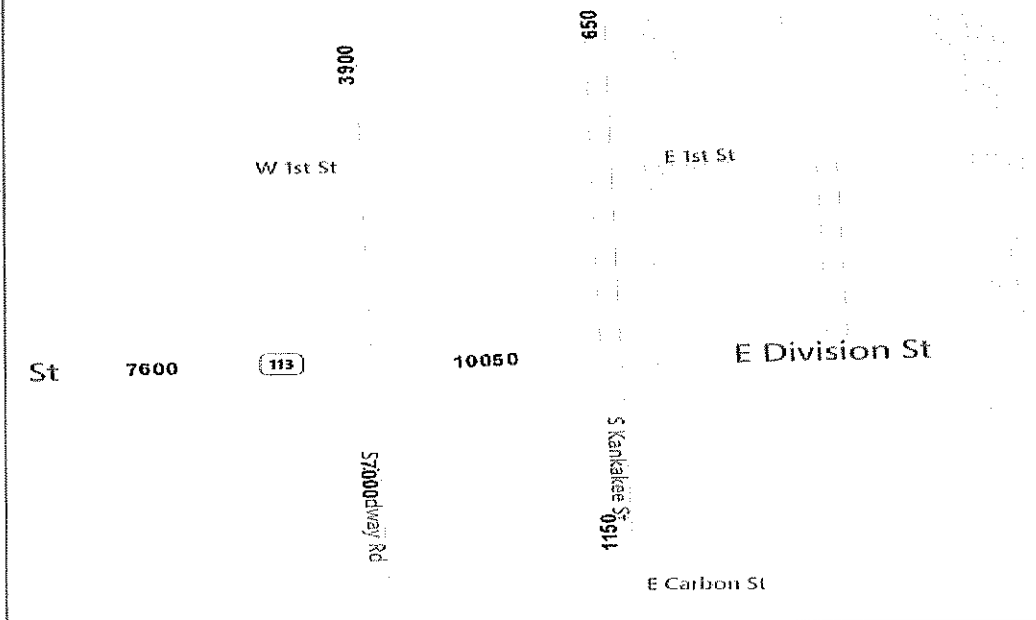
## MARKET OPPORTUNITY

- Total Market \$2,556,864
- Target Patrons Per Day
  - Division Street
    - 10,050
  - Broadway Road
    - 7,000

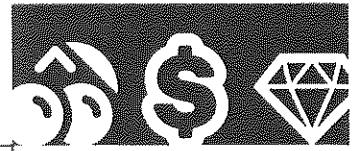
## TARGETED GROWTH

With a market opportunity over \$2.5m and 10,050 vehicles passing by Minit Mart via Division Street per day, we are confident we will capture a share of the market and deliver additional patronage to all businesses in the Village of Coal City. Our targeted approach at out-of-town revenue allows for Coal City to benefit from new business and new opportunities.

## Illinois Traffic Counts



OUR PLAN



## **RESPONSIBLE LIQUOR POLICY**

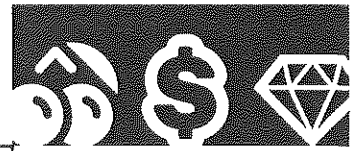
Our mission to grow and prosper with Coal City starts with responsible on-premise consumption procedures and constant attention to quality control.

### **On-Premise Consumption Procedures**

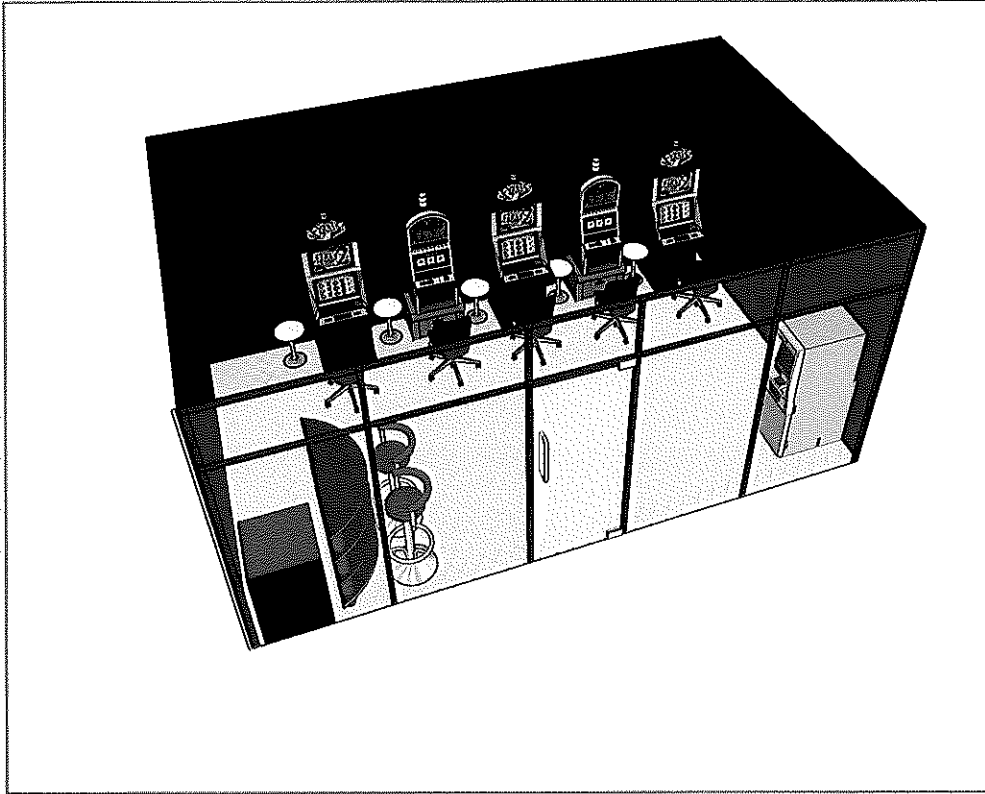
1. Consumption of beverages from the retail cooler will be prohibited.
2. A controlled and secure retail cooler will be dedicated for on-site consumption.
3. Guest may only purchase beer or wine for on-site consumption from designated singles cans kept in a locked mini fridge inside the secured gaming room.
4. Guests may consume beer or wine ONLY in the gaming area.
5. All on-premise consumption attendants must have a current BASSET certificate
6. Clear signage and rules will be posted.
7. Monitoring: Game room camera will provide additional layer of monitoring game room and consumption area.

**\*\*\*Standard Operating Procedures and training may be amended in the interest of maintaining quality of control, best business practices and compliance with local and state regulations.**

**OUR PLAN**



## Proposed Gaming Area



**Alcohol will only be served and consumed  
inside the gaming room.**

CONCEPTUAL DESIGN





**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** July 10, 2019

**RE: WORK TO DEMOLISH 160 S. BROADWAY**

At the last Board Meeting the timing to acquire and move the residence at 160 S. Broadway via the Village's public bidding worksite expired leaving the need to demolish the existing structure. While bids are not required for this type of work due to its total price for contract work, Village staff contacted interested bidders and acquired multiple bids for the demolition of the structures.

Upon inspection, it may be possible for asbestos removal to be required. This test is a simple short turnaround that was left to the bidding contractor to manage in order to keep the responsibility with the contractor to properly file and complete the process. This portion of the bid, along with the requirement to restore the property in a manner so as to prepare the lot for an eventual parking lot to accommodate additional offstreet parking, resulted in Darrell Olson contacting the bidders, sharing additional information as to the requirements and allowing the bidders to submit a new price, inclusive of asbestos removal and proper restoration, i.e. CA-6 equivalent solid base material (like had been completed within the lot on the north side of the Post Office).

There were two bidders who still wished to submit a full bid that took into account demolition with proper asbestos removal and would restore the lot with subsurface grading and road base.

The bids were received from –

J.K. Trotter Enterprises, Inc.	\$19,200
D Construction	48,950

In light of these bids, the lowest responsive bidder is J.K. Trotter Enterprises. He awaits the Board's approval to begin filing for proper removal and getting the demolition process begun.

**Recommendation:**

Award the work to proceed with demolition of the property at 160 S. Broadway to J.K. Trotter Enterprises, Inc. for the price not to exceed \$19,200.



1383 Bungalow Road  
Morris, IL 60450  
Office (815)-941-0759  
Fax: (815) 941-1805

July 9, 2019

Village of Coal City  
160 Broadway  
Coal City, IL

RE: Troutman Demolition Proposal

We are pleased to present the following proposal for Demolition at the above work site.

- 1. Demolition of Home at above work site **\$9,950.00**  
 All concrete slabs, footings, walls and sidewalks to be removed and hauled away.  
 Cap sewer line and disconnect waterline from b-box  
 All Debris to be disposed of in legal landfill  
 Escalation costs (ie labor, landfills) may be incurred should the project not begin  
 within 30 days of proposal date
  
- All salvage to become property of Troutman Excavating after structures are released for Demo
  
- 2. Legally dispose of all Asbestos and copies of documentation for permits and Asbestos removal **\$13,500.00**
  
- 3. Dig and remove 18 inches of material 65' x 128.' Haul away 28 semi loads of fill **\$ 7,000.00**
  
- 4. Haul in 1 - 3 inch of stone, 380 ton of stone and grade out **\$ 9,325.00**
  
- 5. Roll and compact stone **\$ 1,500.00**

**EXCLUSIONS:**

- 1. All required permits
- 2. Removal beyond property limits
- 3. Dust/Weather protection
- 4. Fencing, tree protection, erosion control,
- 5. Black dirt, seeding
- 6. No cost or application is included for IDOT for curb and approach permits
- 7. All utility disconnections and digging around utilities
- 8. Owner to provide plat of survey for permit process
- 9. All layout and engineering
- 10. All work to be performed in one move
- 11. Not responsible for broken sidewalks or concrete driveways

**TOTAL: \$41,275.00**



July 9, 2019

Village of Coal City  
160 Broadway  
Coal City, IL

Troutman Proposal

Page 2

**UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE, Troutman Excavating, Inc. RESERVES THE RIGHT TO ADD A ONE AND ONE HALF PERCENT (1.5%) INTEREST RATE FOR EVERY 30 DAYS THAT PAYMENT IS DELAYED.**

***All Prices Valid for 30 Days.***

Terms & Conditions Accepted

***Troutman Excavating***

Signature \_\_\_\_\_  
Owner or Authorized Agent

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Gratefully,

**Troutman Excavating**

**Steve Troutman**

Steve Troutman  
Vice President

J.K. TROTTER ENTERPRISES INC

6670 MCARDLE RD.  
Coal City, IL 60416

# Estimate

Date	Estimate #
6/21/2019	174

Name / Address
VILLAGE OF COAL CITY 515 S. Broadway Coal City, IL 60416

			Project
Description	Qty	Cost	Total
<p>Demolition and removal of house on South west corner of Broadway and Gordon street. House and garage will be demolished and hauled to the landfill. Sewer and water lines will be capped. Foundation will be removed and hauled to concrete recycling facility. The yard will then be excavated and crushed rock brought in. The rock will be laid approximately 1' deep and compacted.(800 ton) 6" will be left for final grading. EPA permit included.</p> <p>All asbestos will be removed and a clean bill of health given before demolition starts. Large tree in front to be removed by others.</p> <p>Union company, insured and bonded</p>		19,200.00	19,200.00
Estimate is good for 30 days		<b>Total</b>	\$19,200.00

Customer Signature \_\_\_\_\_



**"D" Construction, Inc.**

General Contractor

1488 South Broadway • Coal City, IL 60416  
Office (815) 634-2555 • FAX (815) 634-8748

Village of Coal City  
515 S. Broadway  
Coal City, IL 60416

D Construction, Inc. proposes to supply material and labor to demolish the house and garage at 160 S. Broadway, Coal City, IL.

Our scope of work includes:

- EPA permit.
- Asbestos abatement and disposal.
- Disconnect sewer and water.
- Remove and legally dispose of the house and garage.
- Excavate property to 20" below grade.
- Install 12" of CA-6 aggregate.

Our price for this work is \$48,950.00.

If you have any questions, please feel free to call us at (815) 634-2555.

Everett Leasure

Coal City Police Department  
Weekly Summary of Activities  
Thursday 06-13-19 – Wednesday 06-19-19

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

**Significant Incidents**

06-13-19 at 10:48PM, police responded to a W. Oak St. residence for a domestic disturbance between two brothers. Both brothers stated they were involved in a verbal altercation, which later became physical. Neither brother showed any signs of injury and neither wished to sign complaints.

06-19-19 at 11:36 AM, A Wilmington resident reported her wedding ring valued at over \$6,000, was taken from her boyfriend's E. 1<sup>st</sup> St. residence approximately three weeks ago. The complaint stated she never reported it until she received a text stating a friend who was at the party had pawned the ring in Chicago. The complainant told police she called the pawnshop but was advised no information would be provided without a police report. This incident was forwarded to investigation.

**Arrest Incidents**

Violating an O.P.	1
Operating a hand held device while driving in a construction zone	1
Expired Registration	1
Speeding	5
Seatbelt Violation	1

Coal City Police Department  
Weekly Summary of Activities  
Thursday 06-20-19 – Wednesday 06-26-19

During this period, there were 57 calls for service, 26 verbal warnings and 1 assist Grundy County Sheriff's Dept.

**Significant Incidents**

06-20-19 at 7:52 AM, police responded to a N. 5<sup>th</sup> Ave. for a theft of an ATV. The complainant stated he last seen the ATV on the previous evening. Police observed tracks in the grass and must have loaded it on a trailer. Police canvassed the area and spoke with neighbors regarding this incident. No VIN was available so police could not enter it into LEADS.

06-23-19 at 11:53 PM, Police responded to a S. Mazon St. residence for a criminal damage to property report. The complainant advised when she returned home she found someone had kicked out all the spindles on the right side of her porch rail. The complainant was able to provide police with the name of a possible suspect.

06-26-19 at 11:02 PM, police responded to the police department for a criminal trespass to motor vehicle report. The complainant stated her vehicle was parked at her work place on S. Broadway St. and after work, she observed her driver's side window was partially down and crooked. The only items removed was 20 USC and a ½ bottle of an unknown brand of ibuprofen.

**Arrest Incidents**

Warrant	3
Suspended D.L.	1
Operating an Uninsured Motor Vehicle	1
No Registration	1
Speeding	2
Expired Registration	1















2019 D.U.I.

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
DILLON													
HARSEIM													
IMHOF	1												1
JONES													
KASHER													
LOGAN													
MAZZONE						1							1
MORAN													
ROTH													
SASSENGER													
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
TOTAL	1	0	0	0	0	1							2



