

COAL CITY VILLAGE BOARD MEETING

WEDNESDAY
JULY 22, 2020
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 July 8, 2020
 July 10, 2020
4. Approval of Warrant List
5. Public Comment
6. Presentation-Nathan Fisher Eagle Scout Project

7. Ordinance 20-14 Amending One-Way Designation for a Portion of West Second Street
8. Ordinance 20-15 Vacating Public Right-of-Way Located at the end of Railroad Street, West of 5th Avenue
9. Resolution 20-25 Accepting Meadow Estates Phase 5 Public Improvements
10. Authorizing Mayor to enter into a Parking License Agreement with Bob's Advanced Auto & Tire, Inc.
11. Approval of Payment to CBBEL for Construction Oversight Engineering Of Invoices 13-14 of the South Broadway Reconstruction Project
12. Report of Mayor
13. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
18. Report of Village Administrator
19. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 22, 2020

RE: EAGLE SCOUT PROJECT FOR BIKEPATH STATIONS

Nathan Fisher, a Coal City resident, would like to complete an Eagle Scout project prior to departing for college. The process for these projects approvals have been somewhat altered due to limited meetings and capabilities to complete projects, etc.

However, Nathan is facing an age requirement in addition to planning to leave Coal City for college. He would like to propose constructing a 2 -3 "stations" for people to utilize when traveling on the bikepath between Division and McArdle Streets. This would involve constructing a bench upon which local residents may take a break along the way as well as installing garbage cans to receive trash along the path.

While this will result in some additional areas to be checked by public works, providing garbage receptacle is a preferred alternative to not providing such an improvement. The benches to be utilized will be constructed from sturdy, worthwhile bench kits approved by Coal City Public Works. The garbage cans will involve the re-installation of units that had formerly been utilized on Broadway for many years prior to their replacement. Those units with the least amount of usage will be used for this project. They are the plastic cans that were inside wire baskets.

Please be prepared for a presentation of Nathan Fisher as he presents his Eagle Scout project.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 22, 2020

RE: SECOND STREET ONE WAY DESIGNATION AMENDMENT

The Village completed a Phase One Analysis on the portion of Broadway north of Division Street. During this study, the existing traffic flow due to the presence of the Elementary School alongside the west side of N. Broadway causes severe backups on Broadway each school day. For a few years, the presence of the angled parking on the west side of N. Broadway and the current traffic patterns were analyzed to determine if there was a better means of facilitating traffic as students arrive each morning.

There are a number of capital improvements that could facilitate a better traffic flow, but would eliminate a great deal of the green space that surrounds the school or require different investments to ensure children may securely enter the school from different entrances. Such options may prove to gain school support and investment in the future, but change the "One Way" designation currently in place is one change that can be taken immediately to improve the current traffic situation.

Residents alongside this change, who are located between DeWitt and Broadway were notified of this change. One comment was received questioning if the Village should change the direction of traffic rather than requiring the School District to make an improvement to accommodate traffic on the property rather than relying upon the onstreet parking that is used each morning. However, regardless of the utilization of Elementary School facilities, it is preferred to have traffic traveling from the west to reach the south side of the school rather than the east to facilitate better traffic flow. The One Way westbound designation results in backups onto a main traveled thoroughfare.

Upon the Village's adoption of this ordinance, signage will be altered and stripes reoriented to accommodate entry from eastbound travelers, but remain along the north side of Second Street. This is to be completed prior to the 2020 School Year beginning. Attached is the ordinance and the letter that was provided to the residents.

Recommendation:

Adopt Ordinance No. ____: Amending the One Way designation on Second Street to require Eastbound Traffic instead of its current Westbound Restriction.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING THE VILLAGE CODE TO REVERSE THE ONE-WAY
DIRECTION OF A PORTION OF WEST SECOND 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 AMENDING THE VILLAGE CODE TO REVERSE THE ONE-WAY DIRECTION OF A PORTION OF WEST SECOND 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 Code (65 ILCS 5/11-80-2) authorizes the Village to regulate the use of streets and property; and

WHEREAS, Section 77-3 of the Coal City Municipal Code designates certain streets, alleys, and rights of way as only being open to one-way traffic; and

WHEREAS, West Second Street between Broadway and DeWitt is presently restricted to westbound-only travel; and

WHEREAS, the Village has received complaints regarding traffic congestion along North Broadway Street in the vicinity of the Coal City Elementary School at 300 N. Broadway at the beginning and end of school days during the academic year, which in turn causes secondary impacts for nearby residents including overreliance on alley through-traffic by area motorists seeking to avoid the Broadway congestion; and

WHEREAS, the President and Board of Trustees of the Village of Coal City hereby find and determine that public convenience and the health, safety and welfare of students, parents, residential neighbors and area motorists would be improved by amending Section 77-3 of the Village Code to reverse the one-way directional flow of West Second Street between Broadway and DeWitt from westbound to eastbound;

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. SECOND STREET REVERSAL.

Title VII ("Traffic Code"), Chapter 77 ("Traffic Schedules"), Section 77-3 ("Schedule III: One-Way Streets") of the Coal City Municipal Code shall be, and hereby is, amended as follows (additions **underlined in bold font**, deletions marked with **~~bold strikethrough~~**):

77-3 Schedule III: One-Way Streets.

The following streets or portions of streets are designated one-way streets in the Village:

Street	Direction	Location
Alley	Eastbound	One-half block north of Division bordered by Garfield and Irving
Alley	Eastbound	One-half block north of Division bordered by Irving and Shabbona
Alley	Eastbound	One-half block north of Division bordered by Washington and Garfield
Alley	Northbound	One-half block east of Broadway bordered by Willow Street and Village Hall
Alley	Southbound	One-half block east of Broadway bordered by Division Street and Carbon Street, terminating at the northerly boundary of 75 South Broadway
Virginia Street	Northbound	Between Gordon Avenue and Illinois Route 133
West Second	Westbound <u>Eastbound</u>	Between Broadway and DeWitt Street

SECTION 3. SIGN INSTALLATION. The Village of Coal City Director of Public Works is authorized and directed to install all one-way traffic signs on the subject portion of West Second Street that said Director, in consultation with the Chief of Police, shall deem necessary.

SECTION 4. REPEALER. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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 6. 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



VILLAGE OF COAL CITY

Terry J. Halliday
President

Pamela M. Noffsinger
Village Clerk

Ross Bradley
Tim Bradley

Village Trustees
Sarah Beach
Dave Togliatti

David Spesia
Dan Greggain

July 14, 2020

Jessica & P. Osipavicius
125 W. Second Street
Coal City, IL 60416

**RE: SECOND STREET ACCESS TO BE ALTERED SWITCHING ONE WAY
ACCESS**

Dear Mr. & Mrs. Osopavicius:

The Village of Coal City has received multiple complaints regarding the access to the Elementary School and the results of student drop off in the mornings each day prior to the start of school. There are a number of problems resulting from the current traffic pattern, which utilizes Second Street one way between Broadway & DeWitt. Lead among these problems is the backup on North Broadway as drivers wait to turn left from the northbound lane while drivers are reversing from angle parking spots at the Elementary School. Another problem reported from residents in the neighborhood is to avoid the current problem, many drivers resort to utilizing the alleys to get around this congestion.

Prior to school beginning, the Village Board has prepared an ordinance, which would switch the current "One Way" designation. This change requires traffic using the portion of Second Street in front of your house to travel one way east bound instead of the current west bound direction. This would likely result in a change of habit in your daily life accessing your home, so I wished to inform you prior to the Board's deliberation on the matter. If you have any comments concerning this plan, please feel free to call Village Hall and leave a comment or drop me an email at mfritz@coalcity-il.gov.

Thank you,

Matthew T. Fritz
Village Administrator

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 22, 2020

RE: ACCEPTANCE OF MEADOW ESTATES, PHASE 5 IMPROVEMENTS

Meadow Estates improvements have been made and the Village would like to get a maintenance bond for the Phase 5 Improvements. The developer has offered a 2-year Maintenance Bond of the improvements due to their successful completion. Due to the residential market in Coal City, Mr. Scaggs is preparing plans for Phase 6 and would like to make the credit that is tied up for the Village's Letter of Credit (LOC) available for the next phase of development.

A Bill of Sale is attached to this Resolution transferring the infrastructure to the Village of Coal City for this phase of the subdivision. The two year Maintenance Bond would go in place of the current LOC to allow for funds to be made available should the infrastructure that has been provided fail its performance standard.

Ryan Hansen has been working with the developer on allocating the correct amounts, which will complete the blanks that are currently found in the Ordinance. These will be discussed prior to the ordinance's consideration on Wednesday evening.

Recommendation:

Adopt Resolution No. _____: Accepting the Improvements for Meadow Estates, Phase 5.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE MEADOW
ESTATES SUBDIVISION, PHASE 5**

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

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

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

on _____, 2020

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE MEADOW
ESTATES SUBDIVISION, PHASE 5**

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;
and

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, including the use of land within its corporate boundaries, and to protect the public health, safety, and welfare of its citizens;
and

WHEREAS, Scaggs Development Corp. is an Illinois corporation with its principal offices at 24655 Blackhawk Drive, Channahon, Illinois 60410 (“Developer”); and

WHEREAS, Developer, as part of its construction of the development known as Meadow Estates Subdivision, has secured approval from the Village of a Preliminary Plat for Meadow Estates Subdivision (“Meadow Estates”), as originally approved by the Village on February 13, 2006 pursuant to Resolution 06-02 and as subsequently amended and approved from time to time by the Village, including, most recently, on September 11, 2019 pursuant to Resolution 19-27 (the most recent approved iteration of the Preliminary Plat for Meadow Estates Subdivision, as amended from time to time shall be known as the “Preliminary Plat”);

WHEREAS, Developer has secured approval from the Village of Meadow Estates in stages to allow for staged and incremental development of Meadow Estates, having received approval of a Final Plat of Subdivision for Meadow Estates Phase 1 (approved by the Village via Resolution 06-11, adopted on October 23, 2006; hereinafter, “Phase 1”), Final Plat of Subdivision for Meadow Estates Phase 2 (approved by the Village via Resolution 15-08, adopted on June 22, 2015;

hereinafter, "Phase 2"); Final Plat of Subdivision for Meadow Estates Phase 3 (approved by the Village via Resolution 15-16, adopted on November 23, 2015; hereinafter, "Phase 3"), Final Plat of Subdivision for Meadow Estates Phase 4 (approved by the Village via Resolution 17-09, adopted on June 28, 2017; hereinafter, "Phase 4"), and Final Plat of Subdivision for Meadow Estates Phase 5 (approved by the Village via Resolution 19-27, adopted on September 11, 2019; hereinafter, "Phase 5") and the plans submitted by Developer and approved by the Village in connection with the building permit, zoning, and subdivision approvals granted by the Village for Meadow Estates Phases 1 – 5 (cumulatively, the "Project"); and

WHEREAS, Developer has constructed various public improvements associated with Phase 5 including, among others, and without limitation, sewer and water improvements, storm water, pavement, lighting, sidewalk, street improvements, erosion control and other improvements as set forth in the Bill of Sale attached hereto and incorporated herein as Exhibit A (hereafter the "Public Improvements"); and

WHEREAS, the Village Engineer has certified to the Village that the Public Improvements constructed as part of the development of Phase 5 of the Meadow Estates Subdivision are in accordance with the approved Phase 5 plans and specifications except as otherwise noted in said certification and has therefore recommended that the Village conditionally accept the Public Improvements installed as part of Meadow Estates Phase 5, all as identified more particularly in the bill of sale attached as Exhibit A to this Resolution, subject to fulfillment of the conditions set forth hereinbelow;

WHEREAS, Developer will execute a required bill of sale for the Phase 5 Public Improvements attached hereto as Exhibit A, complete punch list items to the satisfaction of the Village Engineer as detailed on that certain punch list dated _____ ("Punch List"), deliver

as-built construction drawings detailing the Public Improvements and provide lien waivers verifying satisfaction of all contractor and material payment obligations (cumulatively, the "Conditions"); and

WHEREAS, the Village finds that it is in its best interest to conditionally accept said Public Improvements and to approve the reduction of Irrevocable Standby Letter of Credit No. 6706786613555 dated January 28, 2020 issued by Busey Bank in the favor of the Village of Coal City in the amount of \$347,600.00 (the "LOC") to an amount equal to ten percent (10%) of the Village Engineer's estimated cost of the Phase 5 storm drainage, curbs, subgrade, base course, and ½ of the thickness of the wearing surface course of any street, alley or parking area upon Developer's satisfaction of each of the conditions of final acceptance of Phase 5 Public Improvements as set forth hereinabove, all in accordance with Section 155- 25(D) of the Village Code (the "Maintenance Guarantee").

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. CONDITIONAL ACCEPTANCE.

- A. That the Village hereby conditionally accepts, upon the recommendation of the Village Engineer, the Public Improvements constructed as part of the development of Phase 5 of the Meadow Estates Subdivision, and accepts all of the right, title and interest in said Public Improvements constructed as part of the development of Phase 5 of the Meadow Estates Subdivision for public use and benefit. The conditions set forth herein expressly survive the Village's conditional acceptance of the Phase 5 Public Improvements.

B. The Village's acceptance of the Public Improvements is subject to Developer's satisfaction of each of the following conditions:

- i. Delivery to the Village by Developer of as-built drawings for the Phase 5 Public Improvements;
- ii. Delivery to the Village by Developer of fully executed lien waivers for all work on the Phase 5 Public Improvements;
- iii. Developer's execution of all documents as the Village may request to transfer ownership of the Phase 5 Public Improvements to, and to evidence ownership of the Public Improvements by the Village, free and clear of all liens claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of the public improvements to, and to evidence ownership of the public improvements by the Village shall be acceptable in form and substance to the Village Attorney, in substantial accordance with the Bill of Sale attached hereto as Exhibit A; and
- iv. Developer's satisfactory completion of the items set forth in the Punch List.

C. Upon the Village Engineer's written certification of Developer's fulfillment of the conditions set forth herein, the Village Administrator and Attorney are authorized and directed to take such steps as may be necessary to authorize the reduction of the LOC to \$_____ and commence the one-year Maintenance Guarantee. Alternatively, at the Developer's election and subject to approval by the Village Administrator, the Village Administrator and Attorney are authorized and directed to release the LOC following replacement by a one-year maintenance bond in the aforesaid amount guaranteeing in a form and substance acceptable to the Village Attorney.

D. This enactment shall be deemed null and void if Developer fails to satisfy the conditions set forth hereinabove within 90 days of the date of enactment of this Resolution.

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 _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2020.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

BILL OF SALE

[Attached on following page]

4820-7212-1965, v. 2

BILL OF SALE

Seller, Scaggs Development Corp., an Illinois corporation ("Seller"), in consideration of TEN AND NO/100 (\$10.00) DOLLARS, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, warrant and set over to the Village of Coal City, an Illinois municipal corporation, in Grundy and Will Counties, Illinois ("Village"), the public improvements herein described.

The public improvements ("Property") are shown on the record drawings entitled, _____, originally dated _____, 20____, and last updated _____, 20____, prepared by _____, a copy of which is attached hereto and incorporated by reference herein.

Seller hereby represents and warrants to the Village that Seller is the absolute owner of said Property, that said Property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said Property and to make this Bill of Sale.

Seller warrants the labor and materials comprising the Property associated with Phase 4 for a period of two (2) years from the date of the Village's acceptance thereof.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale this ____ day of _____, 2020.

SCAGGS DEVELOPMENT CORP.,

By: _____
(Type or Print Name Here)

Its: _____

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 22, 2020

RE: PARKING SPOT LICENSE FOR BOB'S ADVANCED AUTO & TIRE

The Village of Coal City has become the owner of the irregularly shaped parking lot at the southwest corner of the BNSF Railroad Crossing and Broadway. Due to the success of Bob's Auto & Tire, its owner, Bob Davis, would like to secure regular offstreet parking within this lot to ensure the area may continue to accommodate a number of employees who park within the lot freeing up additional space for eth parking lot located on the east side of Broadway south of the Fisher Auto/El Patron building.

The attached license would allow a minimum of four parking spaces for the regular offstreet parking needs designated by Bob Davis. This has been and will likely continue to be for Fisher Auto employees who have parked in the lot for many years. This license is revocable and may be taken away should the Village wish to no longer accommodate the regular parking of autos within this space. This agreement was based upon the solution finally reached through the zoning process with CVS whereby available village right of way was utilized to allow the drive thru to encroach upon publicly owned space.

There is a license fee of \$180 per year that is required to be remitted as a condition of this agreement. This lot is planned to be sealcoated and re-stripped at the point Public Works gets an opportunity to do so within the next few weeks.

Recommendation:

Authorize Mayor Halliday to enter into a Parking License Agreement with Bob's Advance Auto & Tire, Inc. for the utilization of a portion of the Public Parking lot at 600 S. Broadway.

***AFTER RECORDING
RETURN TO:***

Mark R. Heinle, Esq.
ANCEL GLINK, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

NON-EXCLUSIVE, REVOCABLE PARKING LICENSE AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

BOB'S ADVANCED AUTO & TIRE, INC.

NON-EXCLUSIVE, REVOCABLE PARKING LICENSE AGREEMENT

This **NON-EXCLUSIVE, REVOCABLE PARKING LICENSE AGREEMENT**, inclusive of Exhibits A – C (cumulatively, the “**Agreement**”) is made and entered into as of the 22nd day of July, 2020 by and between the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois (“**Licensor**”), and Bob’s Advanced Auto & Tire, Inc., an Illinois corporation (“**Licensee**”) located at 60 E. Chestnut. Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, Licensor is an Illinois municipal corporation located in Grundy and Will Counties, Illinois, is organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois; and

WHEREAS, Licensor 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, Licensee owns the real property legally described in Exhibit A and commonly known as the Bob’s Advanced Auto & Tire, Coal City, Illinois (hereinafter “**Licensee’s Property**”) and operates an auto repair store thereon (the “**Business**”); and

WHEREAS, Licensee’s Property is generally located adjacent to a parking lot owned by Licensor located at 600 S. Broadway on certain real property owned by Licensor, legally described and depicted in Exhibit B (the “**Parking Lot**”); and

WHEREAS, the Parking Lot is presently used for the purpose of providing free, off-street parking for Village residents and employees and patrons of businesses along Broadway Street in the vicinity of the Parking Lot; and

WHEREAS, Licensee is seeking a reliable and convenient source of off-street parking for its employees and patrons during Licensee’s regular business hours; and

WHEREAS, Licensor is desirous of supporting local businesses by providing convenient parking opportunities for people patronizing local shopping and services; and

WHEREAS, Licensee has requested permission to utilize a minimum of four parking spaces within the Parking Lot improved with ample offstreet parking space(s) as depicted on Exhibit C (the “**Premises**”) for the parking of employees’ and customers’ vehicles during Licensee’s business hours; and

WHEREAS, Licensor is desirous of promoting economic development within the Village of Coal City by facilitating the continued use and operation of the Business; and

WHEREAS, Licensor has determined that the Premises is not necessary or required for public use at the present time, except as set forth herein and that the rights granted herein will not adversely impact the public's use of the Parking Lot or impair the public health, safety, and welfare; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to set forth the Parties' rights and obligations concerning the Premises; and

WHEREAS, Licensor 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, this Agreement has been submitted to the Corporate Authorities of the Village of Coal City 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 Licensee; and

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

WHEREAS, the Parties have determined that it is in their respective best interests, as well as the best interests of the residents and individuals served by the Parties, for Licensee to license the Premises from Licensor upon the terms and conditions hereinafter set forth; 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 the findings of the Parties, accurate and incorporated into this Section 1 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
- 2. Effective Date.** This Agreement becomes effective on the date that both Licensor and Licensee have executed this Agreement ("**Effective Date**").
- 3. Grant of License.** To the extent of its authority, Licensor does hereby grant to Licensee, a nonexclusive and revocable license to the Premises together with the right of access thereto, in, on, upon, over, and across the Parking Lot for the purpose of allowing Licensee and Licensee's employees, agents, officers, tenants, visitors, guests and invitees (cumulatively, "**Authorized Parkers**") to park vehicles on the Premises (the "**Parking Privileges**") for the benefit of the Business during the regular business hours of the Business and up to thirty (30) minutes prior to the opening of the Business and up to thirty (30) minutes following the close of the Business ("**Parking Privilege Hours**"). The Parties mutually agree that the Premises shall

hereinafter be held, used, occupied and maintained subject to the terms and conditions set forth herein, which terms and conditions, taken together, shall constitute this License for use of the Premises. Except as otherwise expressly provided herein, the Premises shall comply with all applicable provisions of the Village of Coal City Municipal Code, as amended, all Village of Coal City rules and regulations, as amended, and all applicable Illinois and federal laws, as amended. No possessory, leasehold, ownership or other property right or interest, except as specifically given herein, is conveyed to or acquired by the Licensee and the Licensor and Licensee specifically disclaim any such acquisition or conveyance.

3. Term. The rights granted herein are personal to the Licensee. As such, the license shall commence on the Effective Date and shall continue until the earliest to occur of: (i) a sale, transfer, lease or other disposition of Licensee's Property, (ii) cessation of occupancy at Licensee's Property for a continuous six-month period; (iii) Licensee's failure to obtain or maintain insurance coverage naming the Village of Coal City as an additional insured as provided hereinafter, (iv) Licensee's failure to maintain the Premises as provided herein in Licensor's sole discretion; (v) Licensee's failure to timely remit compensation in full when due; (vi) Licensor's determination that the existence of this Agreement or Licensee's rights to the Premises presents a danger to the public's health, safety, or welfare; (vii) Licensor's determination that the Premises interferes with or potentially interferes with Licensor's use or potential use of the Parking Lot at present or in the future; or (viii) Licensor's termination hereof at any time for any reason. Licensee agrees that this grant of license to encroach is revocable by Licensor at any time upon 30 days written notice and is given solely as a matter of convenience and shall not otherwise entitle Licensee to any expectation or rights in the Premises, Parking Lot or other real property owned by Licensor.

5. Compensation. Beginning as of the Effective Date, Licensee shall pay to and upon the order of Licensor, without demand, as compensation for use of the Premises, at the office of the Licensor, compensation in the amount of \$180 per year, with said compensation to be due and payable on the Effective Date and, thereafter, on or before each anniversary of the Effective Date during the term of the License as prospective payment for the rights herein granted. In the event of early termination by either Party for any reason or no reason, the Parties agree that the annual payment shall not be pro-rated or otherwise refundable to Licensee.

6. Real Estate Taxes. Licensee agrees to be responsible for all real estate taxes due on the Premises, if any.

7. As-Is. Licensee accepts the Premises in its condition as of the Effective Date of this Agreement.

8. Indemnification. Licensee assumes all liability and shall defend, indemnify, hold harmless and compensate Licensor, its elected and appointed officials, officers, employees, contractors, volunteers, and agents (collectively and hereinafter, the "**Licensor Parties**") for any injury or damage to person or property, including without limitation the Premises or Parking Area or any of the Licensor Parties, occasioned by or arising in connection with the use or occupancy of the Premises by Licensee, or the existence, condition, or operation of the Premises, and Licensee further agrees to indemnify, defend and save harmless the Licensor Parties against any claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands,

judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, removal and removal and remediation) which may be brought against any of the Licensor Parties arising out, relating to, involving, or based upon this Agreement, any rights or interests granted by this Agreement, Licensee's construction of improvements, occupation and use of the Premises, the condition of the Premises, or any act or omission of Licensee, Licensee's employees, agents, contractors, assigns, guests, customers, or invitees, the Authorized Parkers, or any independent contractor (collectively and hereinafter, the "**Licensee Parties**") acting on Licensee's behalf, and any claim or expenses incurred by Licensor in enforcing the terms and provisions of this Agreement. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Licensor Party by any entity, relating to any matter covered by this Agreement for which Licensee has an obligation to assume liability for and/or save and hold harmless any Licensor Party.

9. Risk of Loss. All personal property, including fixtures, equipment or materials placed on or within the Premises by Licensee Parties, will be at the risk of Licensee only, and no Licensor Parties will be liable for any damage thereto or theft thereof.

10. Insurance. Prior to the Effective Date, Licensee shall procure and deliver evidence of such policies to the Licensor, at Licensee's cost and expense, and shall maintain in full force and effect throughout this Agreement's term, a commercial general liability insurance policy or policies in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage covering the Premises and naming the Village of Coal City, together with its officers, agents, employees, contractors, and attorneys as additional primary, non-contributory named insureds. Notwithstanding the foregoing, Licensor shall have the right to increase the amount of insurance required hereunder from time to time to reflect changing market conditions or industry standards. All such policies shall be in such form and issued by such companies as shall be acceptable to Licensor, and any insurance carried by Licensor for like risks shall be secondary and in excess of the insurance required hereby. All policies shall be written on a "per occurrence" basis. The Licensee shall procure and maintain insurance for protection from claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of real or personal property including loss of use resulting therefrom, occasioned by or arising in connection with the use or occupancy of the Premises by Licensee Parties, Licensee's construction of improvements, the existence or condition of the Premises, or any act or omission of Licensee Parties. Licensee's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled, reduced, or modified without thirty (30) days prior written notice (hand delivered or certified mail) to Licensor. Licensee shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Licensee to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for revocation of this Agreement, in addition to all other remedies available at law or in equity. Failure of the Licensor to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

11. Maintenance/Restoration. No building or structures may be temporarily or permanently erected upon the Premises. Licensee shall utilize the Premises for parking purposes only and shall be obligated to keep the Premises in good condition and repair at all times and shall keep property in the vicinity of the Premises in good condition. Licensee shall have the duty and responsibility

to maintain the Premises in a safe condition free from hazards, nuisances and waste and shall maintain the Premises in a clean and sightly manner, free of obstructions and debris, and in full compliance with the Village of Coal City Municipal Code during the Authorized Parking Hours. Licensee may snow plow or otherwise maintain the Premises at Licensee's discretion to facilitate parking purposes during the Authorized Parking Hours, taking care not to create any unsafe conditions from the unnatural accumulation of snow. Upon demand from Licensor, Licensee shall immediately correct any defect or remove any debris, improvements, or appurtenances from the Premises which, in the sole determination of Licensor, presents an unsightly, unsafe, or noncompliant condition. Provided, however, nothing contained herein shall impose upon Licensor any duty or obligation to maintain the Premises or to effect any repairs on the Premises. Licensor shall have the right to enter upon the Premises and to remove or otherwise render safe the Premises or the Premises when, in the sole determination of the Licensor, such action is necessary to protect the public health, welfare or safety. Licensee shall remain responsible for all expenses incurred by the Licensor in effecting said repairs or removing debris, improvements, or appurtenances from the Premises as provided herein. Licensee shall, upon completion of any work within the Premises, promptly restore the Premises, Parking Lot and any adjacent areas of Licensor's Property impacted thereby or otherwise required by Licensor to the same or better condition than that which existed prior to the beginning of any work. Upon termination of the Licensing Agreement, Licensee shall restore the Premises to its pre-Agreement condition. Other than Village-approved signage as provided hereinabove, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises without Licensor's express written consent.

12. Rights Personal to Licensee. The rights herein granted are personal to Licensee and the provisions and conditions of this License shall not bind or inure to the benefit of the successors and assigns of Licensee, and shall not run with the title of Licensee's Property. Licensee may not sell, assign, transfer, or hypothecate this Agreement or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor. No transfer or assignment by Licensee in violation of the provisions hereof shall be valid or enforceable.

13. Termination. This Agreement may be terminated by either party as follows:

- a. In addition to and not in limitation of Licensor's right to terminate for the reasons set forth in Paragraph 4, Licensor may terminate this Agreement upon thirty (30) days notice for any reason or no reason.
- b. Licensee may terminate this Agreement upon thirty (30) days notice provided such termination shall not be effective until any improvements, including signage are removed and the Premises is restored as provided herein.

14. Surrender. In the event of termination, Licensee will at once surrender and deliver up the Premises. Licensee shall, at its sole cost and expense, cause the removal of any signs installed by Licensee and any other additions and improvements, and shall return the Premises to substantially the same, or better, condition as of the Effective Date of this Agreement. The Parties acknowledge and understand Licensor's issuance of any permit or authorization to construct or build any improvement in the Premises shall not and does not guarantee that such improvement

may remain in the future, and Licensor expressly reserves the right to remove or demand the removal of any improvement located in the Premises. In the event Licensee fails to cause such removal within thirty (30) days of notice of termination, Licensor shall have the right to enter upon the Premises and remove any improvements. All costs of said removal as provided herein shall be borne by Licensee and shall be paid to Licensor upon demand. The Parties further understand and agree that in the event of termination, Licensee shall additionally remove or otherwise cover its drive-up window in a manner reasonably acceptable to and approved by Licensor.

15. Temporary Relocation. Licensee, upon thirty (30) days notice from Licensor, shall temporarily cease use of the Premises in the event that Licensor or any entity acting with Licensor's permission, including, without limitation, any utility, requires access to perform work within the Premises.

16. Permanent Relocation. Licensee, upon thirty (30) days notice from Licensor, shall permanently cease use of the Premises to permit work or other activity within the Premises for permanent changes to the Premises, the Parking Lot, or Licensor's Property as determined suitable by the Village of Coal City.

17. Miscellaneous.

- A. This Agreement embodies and constitutes the entire agreement and understanding between the Parties with respect to the subject matter contemplated hereunder, and all prior or contemporaneous agreements, understandings, representations and warranties are deemed merged into this Agreement. This Agreement may only be amended or modified by a written instrument signed by both Parties to this Agreement.
- B. Licensee shall be responsible for payment of Licensor's reasonable attorneys' fees and costs associated with the preparation, administration, and enforcement of any aspect of this Agreement unless there is a finding in Licensee's favor rendered by a court of competent jurisdiction or unless the Licensor voluntarily dismisses any legal claim.
- C. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be in the Circuit Court for the Thirteenth Judicial Circuit, Grundy County, Illinois.
- D. Notice: Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid to the persons and addresses indicated below or to such addresses and persons as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection.

For the Licensor:

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

With a copy to:

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

For the Licensee:

Bob Davis
Bob's Advanced Auto & Tire
60 E. Chestnut
Coal City, IL 60416

- E. This Agreement shall be recorded in the Office of the Grundy County Recorder.
- F. This Agreement may be executed in any number of counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute but one (1) Agreement.
- G. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.
- H. 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.
- I. 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.
- J. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.
- K. Each Party acknowledges that its legal counsel participated in the preparation and drafting of this Agreement, and that each has been or has had the opportunity to be represented by counsel of its own choice throughout all negotiations which preceded the execution of this Agreement, and that they have executed this Agreement with the consent and upon the advice of said counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting

party shall not apply to the interpretation of this Agreement or any addenda, amendments or exhibits thereto to favor any party against the other.

- L. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- M. The Parties will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of any Party to exercise at any time any right granted to it will not be deemed or construed to be a waiver of that right, nor will the failure void or affect any Government's right to enforce that right or any other right.
- N. Exhibits A through C 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.
- O. Licensor hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary Village of Coal City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Licensor, enforceable in accordance with its terms.
- P. Licensee hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Licensee, enforceable in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR/VILLAGE OF COAL CITY

By: _____
Terry Halliday
Village President

Attest:

By: _____
Pamela Noffsinger
Village Clerk

State of Illinois)
) ss
County of Grundy)

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

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

(seal)

Notary Public

LICENSEE/BOB'S ADVANCED AUTO & TIRE, INC.

By: _____
Bob Davis, Owner

Attest:

By: _____
[Print Name]: _____
[Title]: _____

State of Illinois)
) ss
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____ and _____
appeared before me this day in person and acknowledged that they signed this instrument
in their respective capacities as the Licensee's authorized agents.

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

(seal)

Notary Public

EXHIBIT A

LICENSEE'S PROPERTY

EXHIBIT B

PARKING LOT

(attached)

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND 100 FEET WIDE, BEING 50 FEET IN WIDTH ON EACH SIDE OF THE CENTERLINE OF CHICAGO AND ILLINOIS RIVER RAILROAD (ABANDONED PIQUET BRANCH OF THE UNION PACIFIC RAILROAD COMPANY) AS WAS LAID OUT ON THE PLAT OF COAL CITY RECORDED APRIL 8, 1875 IN PLAT BOOK "A-1" PAGES 98 AND 99 AS DOCUMENT NUMBER 23544, SAID CENTER LINE EXTENDING SOUTHWESTERLY FROM THE CENTER LINE OF BROADWAY STREET TO THE CENTERLINE OF MAZON STREET, SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BROADWAY STREET AND PARK STREET, BEING THE NORTHEAST CORNER OF BLOCK 1 IN SAID PLAT OF COAL CITY; THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 1 (EXTENDED WEST) A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED, SAID POINT OF BEGINNING BEING ON THE WEST LINE OF SAID BROADWAY STREET; THENCE SOUTH ALONG SAID WEST LINE OF BROADWAY STREET A DISTANCE OF 3.37 FEET TO THE NORTH LINE OF THE SOUTH 17 FEET OF LOT 6 IN BLOCK 24 IN SAID PLAT OF COAL CITY; THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 17 FEET OF LOT 6 A DISTANCE OF 61.5 FEET TO ITS' INTERSECTION WITH THE NORTHWESTERLY LINE OF A VACATED 12 FOOT ALLEY, VACATED IN DOCUMENT NUMBER 406335, RECORDED AUGUST 28, 2002; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID 12 FOOT ALLEY, A DISTANCE OF 77.92 FEET TO ITS' INTERSECTION WITH THE EAST LINE, EXTENDED NORTH, OF A 20 FOOT ALLEY LYING WEST OF AND ADJACENT TO LOTS 9 THROUGH 16 IN SAID BLOCK 24 IN SAID PLAT OF COAL CITY; THENCE NORTH ON SAID EAST LINE OF ALLEY, EXTENDED, A DISTANCE OF 122.7 FEET TO A LINE 50 FEET NORTHERLY OF THE CENTER LINE OF THE CHICAGO AND ILLINOIS RIVER RAILROAD, AFORESAID; THENCE ALONG SAID LINE 50 FEET NORTHERLY OF SAID CENTERLINE A DISTANCE OF 214.7 FEET TO THE EAST LINE OF SECTION 3, AFORESAID; THENCE SOUTH ON SAID EAST LINE OF SECTION 3, AFORESAID, A DISTANCE OF 122.7 FEET TO A LINE 50 FEET SOUTHERLY OF THE CENTER LINE OF THE CHICAGO AND ILLINOIS RIVER RAILROAD, AFORESAID, THENCE SOUTHWESTERLY ALONG SAID LINE A DISTANCE OF 61.35 FEET TO ITS' INTERSECTION WITH THE WEST LINE OF BROADWAY STREET, AFORESAID; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 40.35 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 3, TOWNSHIP 32

NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY OF THE BNSF RAILROAD, LYING NORTH OF A LINE 50 NORTHERLY OF THE CENTERLINE OF THE PREVIOUS CENTER LINE OF THE CHICAGO AND ILLINOIS RIVER RAILROAD (ABANDONED PIQUET BRANCH OF THE UNION PACIFIC RAILROAD COMPANY); ALSO LYING EAST OF THE EAST LINE OF A 20 FEET ALLEY (EXTENDED NORTH) AS LAID OUT ON THE PLAT OF COAL CITY RECORDED APRIL 8, 1875 IN PLAT BOOK "A-1" PAGES 98 AND 99 AS DOCUMENT NUMBER 23544, AND LYING WEST OF THE EAST LINE OF SECTION 3, AFORESAID, IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT C

PREMISES

(attached)



40ft

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 22, 2020

**RE: ENGINEERING PAYMENTS TO CBBEL FOR S. BROADWAY
RECONSTRUCTION – INVOICES 13-14**

To date, the Village has paid for portions of the Phase 3 services provided by CBBEL for construction oversight on what has occurred on South Broadway. Illinois has slowly begun to reimburse the Village's payments with its first remittance reflecting invoices provided to the State prior to 2020 (for the completion of Phase 2 Engineering). This evening's payment of the final portion of back invoices clears up the remaining invoices the Village possesses for services rendered. Following this payment, remaining payments will be resulting from work that takes place after June 1st.

At this time, the Village should process an additional payment for Invoices 13-14 of the Phase 3 engineering. These payments for engineering services are made by the Village and then reimbursed 80% by IDOT (\$71,747.68) after payment is made to CBBEL. As mentioned, the State of Illinois has not paid any of the invoices related to previous construction oversight engineering payments. These invoices, which represents services provided through May 30, 2020 breaks down as provided below:

	Amount	%Completed (@ end of invoice period)
Previous Pays	\$371,370.15	.5532 (this completion percentage has been adjusted to reflect modified LPA)
Invoice #13	\$63,677.86	.0415
Invoice #14	<u>38,034.71</u>	.1350
	\$101,712.57	.7297
Total Liability of State of IL portion -		\$378,466.18

Following the Board's approval of this payment, the State of Illinois shall receive an invoice for its 80% contribution according to the terms of the Local Partner Agency Agreement. Due to the current cash position of the Village, this payment will come from the TIF Fund.

Recommendation:

Approve payment for construction oversight services for Invoices 13-14 of \$101,712.57.

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date Invoice No.

To
 Village of Coal City
 Attention To
 Matthew Fritz, Village Administrator
 Address
 515 S. Broadway Street
 City State Zip Code
 Coal City IL 60416

From
 Christopher Burke Engineering, Ltd.
 Address
 Dept. 20-8051, P.O. Box 5998
 City State Zip Code
 Carol Stream IL 60197-5998

Local Public Agency County Section Number State Job No. Project No.
 Village of Coal City Grundy 14-00030-00-WR C-93-047-19 QI4M(212)

For Professional Service performed as set forth in Agreement dated: Consultant's Job No. Overhead Rate
 & Supplemental Agreement(s) dated: 18-0462.0001A 129.05
 FHWA Authorization Date

1) Invoice Period From: To:

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable				\$616,583.33
3) Direct Salaries	\$25,303.40	\$136,950.18	\$162,253.58	\$214,606.00
4) QC/QA		\$0.00	\$0.00	\$0.00
5) Payroll & Overhead				
this invoice 129.0500%	\$32,654.04	\$177,324.78	\$209,978.82	\$277,897.76
average 129.4140%				
6.) Fixed Fee= 4.1469%	\$3,087.92	\$41,195.19	\$44,283.11	\$74,464.57
7) Direct Costs Prime	\$2,632.50	\$12,480.00	\$15,112.50	\$19,955.00
8) Services by others				
Material Service Testing, Inc.	\$0.00	\$3,420.00	\$3,420.00	\$29,660.00
9) Total invoiced for project including this invoice			\$435,048.01	
10) Previously Invoiced		\$371,370.15		
11) Payment Due this invoice	\$63,677.86			

I have reviewed the invoice and found it agrees with the executed Engineering Agreement for this project. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. Date

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant
 Christopher B. Burke Engineering, Ltd.
 By Date
 Name
 W. Daniel Crosson, PE
 Title
 Vice President, Head, Construction Engineering Dept

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date: 06/16/20 Invoice No.: 14

To
 Village of Coal City
 Attention To
 Matthew Fritz, Village Administrator
 Address
 515 S. Broadway Street
 City State Zip Code
 Coal City IL 60416

From
 Christopher Burke Engineering, Ltd.
 Address
 Dept. 20-8051, P.O. Box 5998
 City State Zip Code
 Carol Stream IL 60197-5998

Local Public Agency: Village of Coal City County: Grundy Section Number: 14-00030-00-WR State Job No.: C-93-047-19 Project No.: QI4M(212)

For Professional Service performed as set forth in Agreement dated: 12/03/18
 & Supplemental Agreement(s) dated:

Consultant's Job No: 18-0462.0001A Overhead Rate: 129.05
 FHWA Authorization Date: 12/03/18

1) Invoice Period From: 04/26/20 To: 05/30/20

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
2) Maximum Payable				\$616,583.33
3) Direct Salaries	\$11,665.35	\$162,253.58	\$173,918.93	\$214,606.00
4) QC/QA		\$0.00	\$0.00	\$0.00
5) Payroll & Overhead				
this invoice 129.0500%	\$15,054.13	\$209,978.82	\$225,032.95	\$277,897.76
average 129.3896%				
6.) Fixed Fee= 13.4933%	\$10,047.73	\$44,283.11	\$54,330.84	\$74,464.57
7) Direct Costs Prime	\$1,267.50	\$15,112.50	\$16,380.00	\$19,955.00
8) Services by others				
Material Service Testing, Inc.	\$0.00	\$3,420.00	\$3,420.00	\$29,660.00
9) Total invoiced for project including this invoice			\$473,082.72	
10) Previously Invoiced		\$435,048.01		
11) Payment Due this invoice	\$38,034.71			

I have reviewed the invoice and found it agrees with the executed Engineering Agreement for this project. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. _____ Date _____

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant
 Christopher B. Burke Engineering, Ltd.
 By: *W. Daniel Crosson* Date: 6/16/2020
 Name: W. Daniel Crosson, PE
 Title: Vice President, Head, Construction Engineering Dept