

**COAL CITY
VILLAGE BOARD MEETING**

**WEDNESDAY
JANUARY 11, 2017
7 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
Public Hearing-December 14, 2016
Regular Meeting-December 14, 2016
Special Meeting-December 19, 2016
4. Approval of Warrant List
5. Public Comment
6. Resolution 17-01
Allow Village Administrator to enter into
Contract with NIMEC's Competitive Bid

- | | | |
|-----|--|-----------------------|
| 7. | Request for Payment | Safe Routes to School |
| | a. IDOT | \$17,326.75 |
| | b. Robinson Engineering | \$2449.13 |
| | | |
| 8. | Request for Payment | SCADATA System |
| | Elliott Electric | \$131,674.83 |
| | | |
| 9. | Façade Improvement Final Payment Clarification | |
| | Nick Bulanda | |
| | Ultimate Rides | |
| | 155 E. Division Street | |
| | | |
| 10. | Petition for Annexation | |
| | Eugene Wren | |
| | 1020 S. Broadway | |
| | | |
| 11. | Report of Mayor | |
| | | |
| 12. | Report of Trustees: | |
| | T. Bradley | D. Greggain |
| | J. Wren | R. Bradley |
| | D. Togliatti | N. Nelson |
| | | |
| 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. | Executive session to discuss personnel | |
| | | |
| 19. | Adjourn | |

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz,
Village Administrator

MEETING

DATE: January 11, 2017

RE: NIMEC PARTICIPATION FOR ELECTRICAL BID

Since 2007, the purchase of electricity has been de-regulated allowing utility users to purchase the supply of electricity competitively. Since Coal City has accounts that utilize large amounts of energy, it has been able to aggregate its accounts with others in order to achieve a lower commodity price for the purchase of energy supply. To receive the lowest unit price, Coal City has added its accounts to many other participating municipalities within the Northern Illinois Municipal Cooperative (NIMEC).

In 2011, the Village conducted its due diligence checking the commodity price provided by NIMEC. Going to the market on its own, the NIMEC bid beat the competitive bids received by Coal City. In the years following, the Village entered into a bid which locked down the rate for a 3-year time period in 2012. When that rate expired and the consortium was provided a 2-year rate. The upcoming bid shall allow Coal City to select its term for the next purchase, either 1, 2, or 3-year pricing. NIMEC anticipates receiving bids from Constellation, Dynegy, and MC Squared.

Member	Account #	Description
Village of Coal City	0129 [REDACTED]	Sewer Treatment Plant
	0906 [REDACTED]	Well #4
	2208 [REDACTED]	Well #6
	3027 [REDACTED]	Chestnut Lift Station
	3090 [REDACTED]	1 st Avenue Lift Station
	3783 [REDACTED]	Well #5
	5022 [REDACTED]	Well #3
	0444 [REDACTED]	Pr Oaks Lift Station
	0369 [REDACTED]	Pr. Oaks Well

The expiring rate is \$0.03819/kW hr. The new rate is expected to hold steady or possible decrease slightly. Currently, the FY17 Budget includes \$170,532 for utilizing electricity. To date, \$93,708 of the budgeted amount has been expended. The accounts to be aggregated with the consortium's bids are provided. The new accounts for Prairie Oak Estates utilities shall try to be added but may not meet the minimum threshold to be included. The object of the Resolution is to provide the Village Administrator with the authority to authorize NIMEC to enter into contract with the best supplier in order to get the lowest cost of electrical energy supply.

Recommendation:

Adopt Resolution No. ____: Allowing the Village Administrator to enter into contract with NIMEC's competitive bid winner for up to 3 years of electrical supply.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.

WHEREAS, the Village of Coal City ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, the Village of Coal City has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy for Village facilities, due to NIMEC's municipal experience and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 150 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, the amount of compensation that NIMEC receives, if the Village chooses the NIMEC electricity supplier, is included in the electricity prices supplied by NIMEC, so there will be no direct payment made to NIMEC by the Village; and,

WHEREAS the Village has been working with NIMEC since 2008, and the Village has enjoyed a good working relationship with NIMEC; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large or medium sized commercial accounts and would instead charge based on a floating hourly rate and the Village desires to enter the market to secure a fixed rate, up to 36 months in term.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS, AS FOLLOWS:

- Section 1.** That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the Village's broker for purposes of obtaining an electricity supply for the Village's municipal needs.
- Section 2.** That the Village Administrator is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs.
- Section 3.** That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Administrator is hereby authorized to sign the contract with the most optimal bidder, with the Mayor being hereby directed to place said contract on the first available Village Board regular meeting following the execution thereof by the Mayor, for ratification by the Village Board.
- Section 4.** That the Village Administrator may name a designee in matters concerning the bid if it should become necessary.
- Section 5:** The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED this ____ day of _____ 2017, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:
ABSTENTION:

APPROVED by me this ____th day of _____ 2017.

VILLAGE OF COAL CITY

Terry Halliday, Mayor

ATTESTED and filed in my office,
this ____th day of _____ 2017.

Pamela Noffsinger, Clerk

Resolution appointing NIMEC as the Village's broker to purchase electricity and delegation of signing authority to Village Manager to enter into NIMEC-selected energy provider

Background: In 2007, the State of Illinois deregulated its electric market. Prior to that, ComEd both generated and delivered the power to residential and commercial customers. The legislation required ComEd to transfer ownership of its nuclear reactors to its parent, Exelon. Illinois then opened up its borders for other energy generators to compete with Exelon. ComEd remains a monopoly and delivers the power to commercial and residential users, regardless of who generates the power.

The Village has been using NIMEC as its broker since 2008. NIMEC is paid by the electric supplier for originating the business. The Village does not compensate NIMEC and is not under contract with NIMEC.

NIMEC has extensive expertise in the northern Illinois power market. Also, NIMEC manages a buying collaborative, aggregating the collective power of 123 municipalities, as well as 47 library/park district/water districts. The collective volume of the buying collaborative (\$15 to \$20 million/year) allows NIMEC to negotiate rates that are lower than what an individual municipality could negotiate on their own. The Village has enjoyed a good working relationship with NIMEC since 2008.

This resolution pertains to the purchase of electricity for the village operated water pumping facilities. NIMEC also is the leading consultant in Municipal Aggregation, managing 91 programs in northern Illinois.

Resolution: Prices within the commodity markets (including electricity) are constantly fluctuating. Therefore, NIMEC's bid prices are only good for the day they are provided. As such, the board needs to delegate signing authority to the Village's Manager/Mayor/Director of Finance to accept a bid by entering into a contractual relationship with the winning power supplier.

NIMEC Bullet Points:

- 170 total members, consisting of 123 northern Illinois municipalities, plus 47 park districts, water districts and libraries.
- NIMEC member retention rate since inception: 98-99%
- NIMEC's first annual bid: 2008
- Each member receives its own pricing. No member subsidizes any other member's price.
- NIMEC offers 1, 2 and 3 year pricing. Each member can select its own term.
- Members are under no obligation to accept the bids.
- NIMEC solicits bids from Constellation (owned by Exelon), Dynegy, and MC Squared.
- Bids must be accepted by signing power agreement on the day of the bid.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 11, 2017

RE: PAYMENTS FOR SAFE ROUTES TO SCHOOL

Attached are two payments related to the Safe Routes to School Project that has lagged on and is nearly complete. This is the project for which the School District is providing ½ of the total 20% local match that is necessary to install the School Zone Warning Lights and the neighborhood sidewalks between the Coal City Elementary School and the Coal City Library.

The first payment is a request from IDOT for the 20% match for the first payment to be provided from the Village of Coal City. This payment goes to Anderson Concrete who performed the work as the general contractor for this project. Some additional grading work is to occur in the spring for some of the sidewalk are restoration and the lights are currently being programmed. Coal City's portion of payment for the first payout is \$17,326.75, i.e. 20% of the warrant total.

In addition to this work, Robinson Engineering, which completed the necessary engineering and oversight for this project would like to receive \$12,245.67 for their completed work. Of this portion, the Village shall provide \$2,449.13 while IDOT pass through federal funding at \$9,796.54.

Payments from the School District shall be made in two installments. The first one will be requested prior to April 30 (the end of FY17 fiscal year) and the second one for any contribution exceeding \$20,000 after their next fiscal year begins. Due to this evening's considered payments, CCUSD's portion is currently \$9,887.94.

Recommendation:

- 1.) Authorize a payment to IDOT for \$17,326.75 for completion of the SRTS Project.
- 2.) Authorize payment to Robinson Engineering for \$2,449.13 for completion of SRTS Project engineering.



**Illinois Department
of Transportation**

Invoice

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

INVOICE NO. 120428
RESP. CODE 9040
INVOICE DATE 01/01/2017
REVENUE CODE 6305
AUDIT NUMBER
PAYER NUMBER 25816

EXPLANATION OF CHARGES

PAY FROM THIS INVOICE

	AMOUNT
LOCATION: Various	
ADDTL INFO:	
ROUTE: Various	
SECTION: 14-00032-00-SW	
COUNTY : Grundy	
JOB NO. : C-93-041-15	
PROJECT NO.: SRTS-4009/302/000	
CONTRACT NO.: 87610	
DISTRICT: 3	

The Agreement executed 7/19/2016 between Village of Coal City, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

VILLAGE SHARE:

LU2EI01	\$86,633.75
FEDERAL SHARE @ 80% NTE \$130,800.00	(\$69,307.00)
Payment Due Date 01/15/2017	TOTAL DUE \$17,326.75

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

**MAIL TO: Illinois Department of Transportation
Room 322, Harry R. Hanley Building
2300 So. Dirksen Parkway
Springfield, IL 62764**

INQUIRIES CONTACT: Local Agency-Agreement Analyst at 217/524-6531.

BCMS004:DTGB22RX:BCMRORX
 12/12/16 18:36:59

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 CONTRACTOR INVOICE

DOT VENDOR: C04170

CONTRACT NBR: 87610
 FROM DATE: 09/26/2016
 TO DATE: 11/21/2016
 STATE JOB: C-93-041-15
 DIST/CNTY: 03 - 063

ROUTE: VARIOUS
 SECTION: 14-00032-00-SW
 PROJECT: SRTS-4009/302/000

AGREEMENT ANALYST COPY

PAYEE: ANDERSON CONCRETE COMPANY
 190 W FIRST STREET
 COAL CITY IL 60416

PERCENT COMPLETED 43.58 % NET CHANGE TO DATE 0.00 %

FAS-ID	CONTRACT AWARDED AMT	ADDITIONS	DEDUCTIONS	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
LU2EI01	198,802.60	0.00	0.00	198,802.60	86,633.75
TOTAL	198,802.60	0.00	0.00	198,802.60	86,633.75

TOTAL RETAINAGE INCLD THIS EST 0.00
 TOTAL DUE AFTER RETAINAGE 86,633.75
 TOTAL PAID INCLD THIS ESTIMATE 86,633.75
 PREVIOUS PAYMENTS TO CONTRACTOR -2,250.00
 PAYMENT TO CONTRACTOR THIS ESTIMATE =====> 84,383.75

APPROPRIATION: 011-49442-7900-1000 7721 WARRANT 1 OF 1 \$ 84,383.75 ==>
 ESTIMATE 01 TOTAL \$ 84,383.75

APPROVED BY: _____

DATE: 12/12/2016

STATE JOB: C-93-041-15
DIST/CNTY: 03-063
ESTIMATE NBR: 01

AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 87610
FAS-ID: LU2E101
CONTRACTOR: 04170

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADJ
XX006425	800.000	10.00					800.000	8000.00			
X0326899	2.000	8000.00					2.000	16000.00			
X0327301	5.000	100.00					5.000	500.00			
X0327545	1.000	2000.00					1.000	2000.00			
X2020410	350.000	35.00					350.000	12250.00	350.000	12250.00	
X7010216	1.000	2000.00					1.000	2000.00	.500	1000.00	
Z0004510	121.000	88.00					121.000	10648.00			
20101200	6.000	70.00					6.000	420.00			
20101350	6.000	80.00					6.000	480.00			
20800150	4.000	50.00					4.000	200.00			
28000510	16.000	180.00					16.000	2880.00			
35101598	2163.000	5.50					2163.000	11896.50	1868.000	10274.00	
40200900	9.000	50.00					9.000	450.00			
40201000	100.000	20.00					100.000	2000.00			
42300200	145.000	50.00					145.000	7250.00			
42400200	15777.000	4.55					15777.000	71785.35	10810.000	49185.50	
42400300	2238.000	5.50					2238.000	12309.00	1000.000	5500.00	
42400800	230.000	25.00					230.000	5750.00			
44000200	436.000	35.00					436.000	15260.00			
44000500	25.000	40.00					25.000	1000.00			
44000600	150.000	5.00					150.000	750.00	150.000	750.00	
550A0050	15.000	200.00					15.000	3000.00			
56500600	1.000	300.00					1.000	300.00			
60234200	1.000	1000.00					1.000	1000.00			
60250500	1.000	500.00					1.000	500.00			
67255500	1.000	350.00					1.000	350.00			

TOTAL AWARDED AMT 1.000 TOTAL ADDED QUANTITIES 350.00 TOTAL DEDUCTIONS TOTAL ADJUSTED TOTAL PRICE 1.000 TOTAL AMOUNT DUE 350.00

STATE JOB: C-93-041-15
DIST/CNTY: 03-063
ESTIMATE NBR: 01

AGREEMENT ANALYST COPY

CONTRACT PAYMENT ESTIMATE
LINE ITEM DETAIL REPORT

CONTRACT: 87610
FAS-ID: LUZE101
CONTRACTOR: 04170

PAY ITEM NUMBER	AWARDED QUANTITIES	UNIT PRICE	ADDED QUANTITIES	VALUE OF ADDITIONS	DEDUCTED QUANTITIES	VALUE OF DEDUCTIONS	ADJUSTED TOTAL QTY	ADJUSTED TOTAL PRICE	COMPLETED TO DATE	TOTAL AMT DUE (RECAP)	COMPLETED EXCEED ADJ
60266600	1.000	250.00					1.000	250.00			
60603800	25.000	50.00					25.000	1250.00	25.000	1250.00	
67100100	1.000	3000.00					1.000	3000.00	.900	2700.00	
72400500	1.000	800.00					1.000	800.00			
78000400	1145.000	2.00					1145.000	2290.00	993.000	1986.00	
78000600	275.000	4.25					275.000	1168.75	275.000	1168.75	
78000650	90.000	8.50					90.000	765.00	67.000	569.50	
87800100	6.000	50.00					6.000	300.00			
TOTAL AWARDED AMT		198,802.60									
		TOTAL ADDITIONS		0.00							
				TOTAL DEDUCTIONS		0.00					
							ADJUSTED TOTAL PRICE	198,802.60		TOTAL AMOUNT DUE	86,633.75



Municipal Expertise. Community Commitment.

Mr. Matt Fritz
Village Administrator
Village of Coal City
515 South Broadway
Coal City, IL 60416

December 22, 2016
Project No: 15-275.04
Invoice No: 16120346

Project 15-275.04 COC 2014 Safe Routes to School - Construction Engineering

Request for Payment No. 01
Safe Routes to School
Construction Engineering Services
Village Section No.: 14-00032-00-SW

Professional Services from June 16, 2016 to November 25, 2016

10,299.22

Consultants

MIDLAND STANDARD ENG. & TESTING , INC.

11/22/2016 MIDLAND STANDARD ENG. & Professional Services 10/01/16 1,946.45
TESTING , INC. -10/31/16

Total Consultants 1,946.45 1,946.45

Please Pay This Amount \$12,245.67



Harry L. Gilmore, Jr., PE
Direct Phone (815) 412-2711
E-mail: hgilmore@reltd.com

December 19, 2016

Project 15-275.04

Mr. Matt Fritz
Village Administrator
Village of Coal City
515 S. Broadway St
Coal City, IL 60416

**RE: Safe Routes to School
Construction Engineering Services
Village Section #14-00032-00-SW**

Dear Mr. Fritz:

Enclosed is our first invoice for the construction engineering work performed through the period ending November 25, 2016, on the referenced project. This invoice has been prepared based upon approval of the Engineering Agreement by the Illinois Department of Transportation (IDOT) effective June 16, 2016. You must pay this invoice, in full, before reimbursement may be received from the Illinois Department of Transportation. In order to receive reimbursement, you must submit to IDOT the following:

1. Three copies of IDOT Cost Plus Fixed Fee Invoice Form BDE 430;
2. Evidence of payment made to Robinson Engineering, Ltd. for 100% of their invoice (cancelled check); and
3. Cover letter (draft enclosed).

This invoice represents progressive payment request No. 01 for Federal reimbursement of funds. If you have any questions concerning this reimbursement process, please contact me at my direct line.

Very truly yours,

ROBINSON ENGINEERING, LTD.

A handwritten signature in black ink, appearing to read "Harry L. Gilmore, Jr.", written over the typed name.

Harry L. Gilmore, Jr., PE
Senior Project Manager

R:\2015-2019\2015\15-275.COC\15-275.04\invoices\15-275-04_SRTS Construction Phase IDOT Letter for Pay_Invoice 01.doc

Enclosures

SAMPLE FORMAT

(To be put on Municipal Letterhead)

Mr. Donald R. Ernat, PE
Local Roads and Streets Engineer
Illinois Department of Transportation
Division of Highways/District 3
700 East Norris Drive
Ottawa, Illinois 61350-0697

RE: Municipal Request for Reimbursement #01
Route: Safe Routes to School
Village Section: 14-00032-00-SW
Federal Project No.: SRTS-4009(302)
State Job No.: P-93-014-15

Dear Mr. Ernat:

We respectfully request that reimbursement of Federal ITEP Funds be made to the Village in the amount of \$ 9,796.54 which represents 80-percent of the total fee earned for the period ending November 25, 2016 (\$ 12,245.67) on the referenced project. This invoice represents progressive payment request No. 01 for Federal reimbursement of funds. In support of this request, enclosed for your review and processing are three copies of each of the following:

1. Cost Plus Fixed Fee Invoice for consultant services (BDE Form 430), and
2. Evidence of payment by the Village to Robinson Engineering, Ltd. for 100% of their invoice (cancelled check).

Please contact me if you need any additional information.

Very truly yours,

Village of Coal City

Mr. Matt Fritz
Village Administrator

xc: Robinson Engineering, Ltd.



**COST PLUS FIXED FEE
INVOICE**

Date: 12/19/16 Invoice No. 1
Work Order No. _____

To: Mr. Matt Fritz
Village Administrator
Village of Coal City
515 S. Broadway Street
Coal City, IL 60416

From: Robinson Engineering, Ltd.
Firm Address: 17000 South Park Avenue
South Holland, IL 60473

PTB / Item # _____
Route Safe Routes to School
Section 14-00032-00-SW
Phase 3

Project SRTS-4009(302)
County Grundy
Job No. C-93-041-15

Consultant's Job Number 15-275.04
--

For Professional Services performed as set forth in the Agreement dated: 06/16/16
& Supplemental Agreement(s) dated: _____

1) Invoice Period	From: <u>06/16/16</u>		To: <u>11/25/16</u>	
	This Invoice	Previously Invoiced	Earned to Date	Max allowable
2) Maximum Payable				\$14,000.00
3) Direct Salaries	\$3,225.95	\$0.00	\$3,225.95	
4) QC/QA	\$0.00	\$0.00	\$0.00	
5) Payroll & Overhead	\$5,407.98	\$0.00	\$5,407.98	
this invoice				<u>167.6400%</u>
average				<u>167.64%</u>
6) Fixed Fee = 88.5535%	\$1,402.69	\$0.00	\$1,402.69	\$1,584.00
7) Direct Costs Prime	\$262.60	\$0.00	\$262.60	
8) Services by others				
Midland	\$1,946.45	\$0.00	\$1,946.45	\$11,044.00
				\$32,630.00
9) Total invoiced for project including this invoice			<u>\$12,245.67</u>	
10) Previously Invoiced		<u>\$0.00</u>		
11) Payment Due this Invoice		<u>\$12,245.67</u>		

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

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.

Approved _____ Date: _____
IDOT Rep. _____
Accepted By: _____ Date: _____
Checked _____ Date: _____

Consultant: Robinson Engineering, Ltd.
By / Date: _____
(Name) Harry L. Gilmore, Jr., PE
(Title) Senior Project Manager

Distribution: 2 complete packages plus 2 copies of Invoice form to Liaison Engineer.



Illinois Department of Transportation

Preliminary Engineering Progress Report

PTB/Item # _____
Route Safe Routes to School
Section 14-00032-00-SW
Project No. SRTS-4009(302)
County Grundy
Job No. C-93-041-15

Date December 19, 2016

Month Ending November 25, 2016

Invoice No. 1

Work Order No. _____

Item	% Complete		% of Project	% of Project Complete	Date Due	Remarks
	Last Report	During This Period				
Phase III Engineering Services						
Management & Documentation	0.0000%	100.0000%	10.9400%	10.9400%		
Construction Observation & Doc.	0.0000%	85.0000%	67.4000%	57.2900%		
Project Control & Layout	0.0000%	100.0000%	12.7500%	12.7500%		
Correspondence	0.0000%	85.0000%	7.6400%	6.4940%		
Administration	0.0000%	85.0000%	1.2700%	1.0795%		
Total for Prime Consultant		88.5535%	100.0000%	88.5535%		
Subconsultants						
Midland Standard Testing	0.0000%	100.0000%	0.0000%	0.0000%		
Total for Subconsultants				0.0000%		
Total Project	0.0000%	88.5535%	100.0000%	88.5535%		

(For District Use Only)

On Schedule
 Behind Schedule
 Comments (Use reverse side)
 Signed _____
 (District Project Manager/Engineer)

Submitted By Harry L. Gilmore, Jr., PE *HJG*

Representing Robinson Engineering, Ltd.

For Subconsultant's Progress Report:

Approved By _____

Prime Consultant _____

Work this period : Phase 3 Engineering Services

Anticipated work next period : Phase 3 Engineering Services

Original to Regional Engineer
Copy to Consultant's File



**Illinois Department
of Transportation**

**Cost Plus Fixed Fee
Direct Cost Summary
for Period**

Firm Name Robinson Engineering, Ltd.

From: 06/16/16 To: 11/25/16

PTB/Item # _____
Route Safe Routes to School
Section 14-00032-00-SW
County Grundy
Job No. C-93-041-15

Invoice No. 1

Work Order No. _____

Item	Max Allowable Rate	Rate	Quantity	Total	Remarks
Overlime Premium (See Personnel Summary)				\$262.60	
Mileage					
Total for period				\$262.60	

IDOT Labor Distribution Report

Robinson Engineering, Ltd.

Transactions for 6/16/2015 through 11/25/2016

Employee	Date	Rate	Regular Hours	Ovt Hours	Total Hours	Reg Hours Cost	O/T Hours Cost	Total Cost	O/T Labor Cost	O/T Exp Cost
Project Number: 15-275.04 COC 2014 Safe Routes to School- PH II										
Phase Number: 50 Construction										
Task Number: 650 Project Administration/Coordination										
Labor										
1030 Senior Project Manager 1										
254	8/12/2016	46.30	.50		.50	23.15		23.15		
254	8/19/2016	46.30	1.00		1.00	46.30		46.30		
254	9/19/2016	46.30	.50		.50	23.15		23.15		
254	10/17/2016	46.30	.50		.50	23.15		23.15		
254	10/19/2016	46.30	.50		.50	23.15		23.15		
Total for Senior Project Manager 1			3.00		3.00	138.90		138.90		
1480 Project Administration										
413	9/22/2016	22.00	.25		.25	5.50		5.50		
Total for Project Administration			.25		.25	5.50		5.50		
Total for Labor			3.25		3.25	144.40		144.40		
Task Number: 185 Staking Plan										
Labor										
1290 CAD Manager										
165	10/4/2016	38.80	1.00		1.00	38.80		38.80		
165	10/5/2016	38.80	2.00		2.00	77.60		77.60		
165	10/7/2016	38.80	.50		.50	19.40		19.40		
Total for CAD Manager			3.50		3.50	135.80		135.80		
Total for Labor			3.50		3.50	135.80		135.80		
Task Number: 1020 Observe Project Construction										
Labor										
1370 Resident Engineering Representative 2										
053	10/17/2016	34.80	2.00		2.00	69.60		69.60		
053	10/18/2016	34.80	2.00		2.00	69.60		69.60		
053	10/19/2016	34.80	4.00		4.00	139.20		139.20		
053	10/20/2016	34.80	2.00		2.00	69.60		69.60		
053	10/21/2016	34.80	3.00		3.00	104.40		104.40		
053	10/24/2016	34.80	3.00		3.00	104.40		104.40		
053	10/26/2016	34.80	4.00		4.00	139.20		139.20		
053	10/27/2016	34.80	1.00		1.00	34.80		34.80		
053	10/28/2016	34.80	2.00	1.00	3.00	69.60	52.20	121.80	34.80	17.40
Total for Resident Engineering Representative 2			23.00	1.00	24.00	800.40	52.20	852.60	34.80	17.40
Total for Labor			23.00	1.00	24.00	800.40	52.20	852.60	34.80	17.40
Task Number: 1015 Document Project Construction										
Labor										
1370 Resident Engineering Representative 2										
053	11/8/2016	34.80	6.00		6.00	208.80		208.80		
053	11/9/2016	34.80	2.00		2.00	69.60		69.60		
Total for Resident Engineering Representative 2			8.00		8.00	278.40		278.40		
1390 Field Superintendent										
028	10/20/2016	40.10	1.00		1.00	40.10		40.10		

Employee	Date	Rate	Regular Hours	Ovt Hours	Total Hours	Reg Hours Cost	O/T Hours Cost	Total Cost	O/T Labor Cost	O/T Exp Cost
028	10/25/2016	40.10	.50		.50	20.05		20.05		
Total for Field Superintendent			1.50		1.50	60.15		60.15		
Total for Labor			9.50		9.50	338.55		338.55		
Task Number: 1120 Stake Construction Labor										
1390 Field Superintendent										
028	10/5/2016	40.10	1.00		1.00	40.10		40.10		
028	10/6/2016	40.10	1.00		1.00	40.10		40.10		
028	10/7/2016	40.10	2.00		2.00	80.20		80.20		
Total for Field Superintendent			4.00		4.00	160.40		160.40		
1410 Field Crew Chief										
056	10/7/2016	31.40	8.00		8.00	251.20		251.20		
Total for Field Crew Chief			8.00		8.00	251.20		251.20		
056	10/8/2016	31.40		8.00	8.00		376.80	376.80	251.20	125.60
540	10/8/2016	29.90		8.00	8.00		358.80	358.80	239.20	119.60
Total for Field Crew Chief			8.00	16.00	24.00	251.20	735.60	986.80	490.40	245.20
Total for Labor			12.00	16.00	28.00	411.60	735.60	1,147.20	490.40	245.20
Phase Number: 70 Out of Scope Services										
Task Number: 140 Prepare Exhibit Labor										
1370 Resident Engineering Representative 2										
053	9/12/2016	34.80	3.00		3.00	104.40		104.40		
Total for Resident Engineering Representative 2			3.00		3.00	104.40		104.40		
Task Number: 1030 Attend Progress Meeting Labor										
1370 Resident Engineering Representative 2										
053	10/10/2016	34.80	4.00		4.00	139.20		139.20		
Total for Resident Engineering Representative 2			4.00		4.00	139.20		139.20		
Task Number: 1015 Document Project Construction Labor										
1370 Resident Engineering Representative 2										
053	10/31/2016	34.80	2.00		2.00	69.60		69.60		
053	11/1/2016	34.80	4.00		4.00	139.20		139.20		
053	11/3/2016	34.80	4.00		4.00	139.20		139.20		
053	11/4/2016	34.80	2.00		2.00	69.60		69.60		
053	11/21/2016	34.80	2.00		2.00	69.60		69.60		
053	11/22/2016	34.80	2.00		2.00	69.60		69.60		
053	11/23/2016	34.80	2.00		2.00	69.60		69.60		
Total for Resident Engineering Representative 2			18.00		18.00	626.40		626.40		
Total for Labor			18.00		18.00	626.40		626.40		
Total for 15-275.04			76.25	17.00	93.25	2,700.75	787.80	3,488.55	525.20	262.60
Final Totals			76.25	17.00	93.25	2,700.75	787.80	3,488.55	525.20	262.60

$$\begin{array}{r}
 + 525.20 \\
 \hline
 3225.95
 \end{array}$$

$$\begin{array}{r}
 - 262.60 \\
 \hline
 3225.95
 \end{array}$$

262.60
 DIR COST

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 11, 2017

RE: PAYMENT #3 FOR ELLIOTT ELECTRIC FOR SCADATA

Attached is a recommendation from the Project Coordinator on the SCADATA improvements at the utility plant. An additional payment of \$131,674.83 is being recommended at this time in order to provide Elliott Electric with payment for services provided. This payment will leave the retainer of \$31,769.27 remaining to be paid.

The work at the Plant has been nearly all completed. Our Water/Sewer Operators are utilizing the technology and is evident in the new digital interfaces that are in place at the Water Plant, which can also be utilized via digital technology remotely. The upcoming budgeting session may provide an opportune time to get a quick recap of the work that has been completed over the last few years to revitalize the existing treatment and monitoring process.

Recommendation:

Authorize a payment to Elliott Electric for \$131,674.83 for completion of work on the SCADATA system at the Utility Plant.



3017 FIFTH STREET • P.O. BOX 424 • PERU, IL 61354
(815) 223-3344 • FAX (815) 223-3348
engineering@chamlin.com

ENGINEERS • SURVEYORS • PLANNERS

December 14, 2016

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

ATTENTION: Terry Halliday

SUBJECT: SCADA Improvements
Pay Application No. 3

Dear Terry:

Please find enclosed Pay Application No. 3 from Elliott Electric. We have reviewed the pay application and recommend payment in the amount of \$131,674.83 to Elliott Electric.

If you have any questions, please feel free to contact me.

Sincerely,

CHAMLIN & ASSOCIATES, INC.

Michael W. Perry, P.E.

MWP:jat

cc: Pamela M. Noffsinger, Village Clerk
Elliott Electric
File No. 09794.00

Enclosure

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • ROGER J. CHAMLIN, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DEAN A. CHALKEY, C.F.M. • DON W. BIXBY, P.E. • ADAM J. OSSOLA, P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • MICHAEL W. PERRY, P.E. • MICHAEL E. FARRELL, P.L.S.
TIMOTHY R. HEJNY, P.E. • RYAN E. HANSEN, P.E.

FROM CONTRACTOR: VIA ENGINEER:
 Elliott Electric

PERIOD TO: 11/29/2016
 PROJECT NO: 9794.00

Distribution to:

OWNER
ENGINEER
CONTRACTOR

CONTRACT FOR: CONTRACT DATE: 8/30/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 163,600.00
2. Net change by Change Orders \$ 76,350.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 239,950.00
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703) \$ 231,311.92
5. RETAINAGE:
 - a. 10 % of Completed Work \$ 23,131.19 (Column F + G on G703)
 - b. % of Stored Material \$ Included in above (Column H on G703)
 Total Retainage (Lines 5a + 5b or Total in Column L of G703) \$ 23,131.19
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 208,180.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 76,505.90
8. CURRENT PAYMENT DUE \$ 131,674.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 31,769.27

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 131,674.83

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Engineer: Matt Wipke Date: 12-1-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$76,350.00	
Total approved this Month	\$76,350.00	\$0.00
TOTALS		
NET CHANGES by Change Order	\$76,350.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar

Use Column L on Contracts where variable retainage for line items may apply.

APPLICATION NO 3

APPLICATION DATE: 12/1/2016

PERIOD TO: 11/29/2016

ENGINEER'S PROJECT NO 9794.00

A ITEM NO	B DESCRIPTION OF WORK	C UNIT VALUE	D UNIT	E PLAN QUANTITY	F COMPLETED QUANTITIES FROM PREVIOUS APPLICATION (F + G)	G COMPLETED QUANTITIES THIS PERIOD	H MATERIALS STORED (\$)		I TOTAL COMPLETED AND STORED TO DATE (\$) (F+G+H)	J % COMPLETE (I ÷ C×E)	K BALANCE TO FINISH (C×E - I)	L RETAINAGE (IF VARIABLE RATE)
							SEE ATTACHED BREAKDOWN					
1	SCADA Improvements	\$163,600.00	L.S.	1.00	0.56	0.39	\$0.00	\$0.00	\$154,961.92	94.72%	\$8,638.08	\$15,496.19
	Change Order 1	\$76,350.00	L.S.	1.00		1.00	\$0.00	\$0.00	\$76,350.00	100.00%	\$0.00	\$7,635.00
	GRAND TOTALS						\$0.00	\$0.00	\$231,311.92	96%	\$8,638.08	\$23,131.19

ELLIOTT ELECTRIC, INC.
1600 SOUTH BROADWAY
P. O. BOX 245
COAL CITY, IL 60416
Phone: (815) 634-1600
Fax: (815) 634-1603

INVOICE

INVOICE NO
20094

SOLD TO CHAMLIN & ASSOCIATES
PO BOX 768
MORRIS, IL 60450

SHIP TO VILLAGE OF COAL CITY
SCADA IMPROVEMENTS
\$163,600 + 76350

ACCOUNT NO	PO NUMBER	TERMS	INVOICE DATE	PAGE
CHAMLIN		Net 30	11/29/2016	1

OUR JOB 16-272
VILLAGE OF COAL CITY -SCADA IMPORVEMENTS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	PARTIAL BILLING	139,455.00	139,455.00

TOTAL AMOUNT 139,455.00

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 11, 2017

RE: FAÇADE IMPROVEMENT FINAL PAYMENT CLARIFICATION

Nick Bulanda of Ultimate Rides has been proceeding with the approved Façade Renovation at his business located at 155 E. Division. To date, \$69,972 has been reimbursed for façade improvements at his business. The remaining amount of \$4,028 is currently being withheld due one of the items listed under Exhibit B to the Façade Improvement Program, which states there is to be a fence installed around the perimeter of the alley. To date, the fence has not been installed, but the gate on the east side of the building blocking the alley has been constructed. This means the elevation of the façade that had been presented and approved has been complied with, but there is an improvement that remains.

The business owner has spent well beyond the amount that has been lent under the façade renovation incentive and a fence on the adjacent lot to the east is currently in place. Please determine whether the final payment may take place despite the fence only appearing on the façade side of the building.

Work Performed	Cost
Excavate preparation and install 48" footing wall (90 linear feet)	8,800
Rebuild all front load bearing walls and preparation for store front windows (with materials)	8,500
Front walls - 800 sq ft store front windows with double glass door entry (30.00 per sq foot installed)	26,500
Side wall - store front window and single door Installation (30.00 per sq foot installed)	3,600
Commerical siding and awning facade installation	6,000
Insulation	1,000
Install 5/8" fire rated drywall, tape and paint	3,200
Roof Repair for new walls	1,500
Installation of 3 glass commerical garage doors (3,500 per door)	10,500
Fence around alley perimeter (120 linear feet)	3,200
2 dumpster rentals (material clean up, alley clean up)	1,200
Total	74000

Lighting, electric, signage, and ground work will be done at my expense.

All work stated above has been complete per Façade Improvement Agreement between the Village of Coal City and Nicholas Bulanda for property at 155 E Division St.

Signature _____

Date _____

Village of Coal City
 Façade Improvement Agreement
 Nick - Sufrace Ride
 Agreement Date 08/10/2016

Date	Borrowed	Payment	Balance	Ck#	Notes
9/8/2016	5,000.00		5,000.00		Nick for first draw - Receive various reciep
10/27/2016	23,366.93		28,366.93	20158068	J&A Ground& Nick for menards receipts
10/27/2016	5,000.00		33,366.93	20158069	All Glass and Shower inv#21157
11/16/2016	12,200.00		45,566.93	20158472	Wunderlich Doors, Inc Inv#194885
12/7/2016	8,405.07		53,972.00	20158949	Instll doors & siding
12/22/2016	16,000.00		69,972.00	20159369	Installation of Windows

** Balance can not exceed 74,000.00

** First Payment due 60 months after the date of the agreement. First Due Date 8/10/2021

*** 74000.00 * 15% = 11,100.00 retainage until all work is complete

Remaining Balance Available \$ 4,028.00

See: 1. Grant,
County County,
Clark & Recorder, Illinois
Document #: 564039
Total Fees: \$52.00
Recorder #: 124397
Recorder's Office: \$0.00
Author: [Signature]

Date Recorded: 8/22/2016 2:45:28 PM

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Mark R. Heinle
Ansel Glink Diamond Bush
DiCiami & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This Space for Recorder's Use Only

FAÇADE IMPROVEMENTS GRANT AGREEMENT

THIS FAÇADE IMPROVEMENTS GRANT AGREEMENT ("**Agreement**") is made and entered into as of the 10 day of August, 2016, and is by and between the **VILLAGE OF COAL CITY**, an Illinois municipal corporation ("**Village**"), and **NICHOLAS J. BULANDA**, a natural person residing at 125 S. Broadway Street, Coal City, Illinois ("**Owner**"). The Village and Owner may each be referred to as a "**Party**" and collectively referred to as "**Parties**"

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's corporate authority, the parties agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Chapter 37.30 of the Coal City Municipal Code, the Coal City Board of Trustees is authorized to, among other things, recommend the payment of grants to business property owners for improvements to their building facades ("**Façade Program**")

B. The Owner holds legal title to the property commonly known as 155 E. Division Street, Coal City, Illinois ("**Property**"), and legally described in **Exhibit A** to this Agreement, and has applied for a Façade Program grant and requested approval of certain improvements for the existing building on the Property, which improvements are more particularly described in the cost estimate provided by Nicholas J. Bulanda, attached as **Exhibit B** to this Agreement. In addition to this estimate, the improvements are depicted in an elevation ("**Façade Plans**"), attached as **Exhibit C** to this Agreement

C. The Village of Coal City Board of Trustees Planning Commission conducted a public meeting on August 1, 2016 and reviewed Owner's Application for Façade Improvement

("Application"), determined that the Façade Plans conform to applicable design standards, and recommended approval of the Façade Plans

D. On August 10, 2016, the Village of Coal City Board of Trustees conducted a public meeting to consider the Owner's Façade Plans and the Application for a Façade Improvement Grant, and approved a grant award to Owner in the amount of SEVENTY FOUR THOUSAND AND NO/100 DOLLARS (\$74,000.00) in accordance with the terms and conditions set forth herein

E. The Village desires to provide a grant to the Owner for certain costs related to the improvements pursuant to the Façade Program and subject to the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and pursuant to the Village's municipal authority, the parties do hereby agree as follows

1. RECITALS.

The foregoing recitals are incorporated into, and made a part of, this Agreement as substantive provisions thereof

2. FAÇADE IMPROVEMENT GRANT.

Pursuant to the Façade Program and subject to the conditions in this Agreement, the Village agrees to provide to the Owner a grant for an amount not to exceed SEVENTY FOUR THOUSAND AND NO/100 DOLLARS (\$74,000.00) towards the costs of the Façade Improvements ("**Façade Improvement Grant**") and this Agreement's related administration. The total Façade Improvement Grant is capital provided without any interest payment as long as it is repaid within 36 months from the execution of this Agreement

3. COSTS INCURRED DUE TO UNTIMELY PAYMENT.

This Façade Improvement grant shall provide interest-free money for a maximum of 36 months after the date of this Agreement. Thereafter, interest shall be computed on the basis of a 360-day year of twelve 30-day months. All interest accrued shall be deferred for the first 60 months. Following the conclusion of 36-month initial interest-free period, the Façade Improvement Grant is subject to interest, accrual and must be repaid with additional interest according to the standards set forth below.

Principle Repayment Period	Interest Rate
0 - 36 months	0.00%
36 - 48 months	prime + 1.0%
48 - 60 months	prime + 1.5%
60 - 66 months	prime + 3.50% & deferred interest
66 - 84 months	prime + 7.00% & deferred interest
84 - 96 months	prime +10.00% & deferred interest

Interest is deferred during the first 60-month period and shall not be payable to the Village if all outstanding principal and any applicable interest thereon is repaid in full prior to expiration of the initial 60-month period. After the expiration of this 60-month period, interest shall be charged on the outstanding principal and unpaid deferred accrued interest and shall continue to be accrued

on a monthly basis. The interest deferred during the initial 60-month period shall be charged at the effective rate at the time the interest is added. Notwithstanding any of the foregoing, the Façade Improvement Loan may be prepaid in whole or in part without penalty at any time, at the option of Owner.

4. TIMELY REPAYMENT AND COMPLETION INCENTIVE.

Having previously paid the Village of Coal City a total administrative fee of \$1,138, if the Owner completes the project within the guidelines of the attached Façade Plans and repays the Façade Improvement Grant prior to the expiration of the initial 60-month period, the Owner shall receive a \$250 incentive for the successful completion of the terms set forth in this Agreement.

5. REMEDIES IN EVENT OF FAILURE OF TIMELY REPAYMENT OR OTHER DEFAULT.

- A. The following shall be considered an "Event of Default" under this Agreement.
 - a. Owner fails to complete the Eligible Cost items; or
 - b. Any representation or warranty made by Owner in this Agreement is inaccurate or incomplete in any material and adverse respect as of the date made; or
 - c. Owner conveys the Property to a third party with any outstanding balance on the loan unpaid either prior to or at closing; or
 - d. Owner abandons the Property prior to completion of the Eligible Cost items, meaning that no substantial work is performed in connection with the Eligible Cost items for a period of six (6) consecutive months or diligent progress is otherwise not made towards substantial completion of the Eligible Cost items; or
 - e. Owner fails to repay the Façade Improvement Grant in full, inclusive of any interest accrued thereon, within 96 months as set forth in Section 3. Any portion of principal and/or interest remaining unpaid after 96 months' time shall be considered as a default on the initial grant of principal; or
 - f. Owner commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy or insolvency, or (ii) any creditor or governmental agency commences foreclosure or forfeiture proceedings concerning the Property, or (iii) Owner fails to pay any property taxes in full when due; or
 - g. Owner deviates from the approved and permitted Façade Plans or any Village-approved changes thereto; or
 - h. Owner uses any portion of the Façade Improvement Grant for unapproved expenditures or to satisfy any other debt or obligation of Owner.

h. Owner uses any portion of the Façade Improvement Grant for unapproved expenditures, or to satisfy any other debt or obligation of Owner.

B. Upon the occurrence of an Event of Default, the Village may, at its sole option, declare the Façade Improvement Grant, inclusive of all outstanding Principal and any outstanding Interest accrued thereon, to be immediately due and payable without demand upon or presentation to Owner, which is expressly waived hereby. The Village may exercise any other rights and remedies available to it in law or in equity. No delay or omission on the part of the Village in exercising any right hereunder, shall operate as a waiver of such right. Owner shall pay on demand all costs of collection and attorney's fees incurred or paid by the Village in enforcing the terms of this Agreement.

C. Owner irrevocably authorizes any attorney of any court of competent jurisdiction to appear for Owner at any time after payment is due, whether by demand, acceleration or otherwise, and confess judgment without process, in favor of the Village, against Owner for such amount as may be unpaid or otherwise due hereunder, together with costs of such proceedings and attorneys' fees. Owner hereby waives and releases any and all claims or causes of action which Owner might have against any attorney acting under the terms of the authority which Owner has granted herein arising out of or connected with the confession of any judgment hereunder. Owner acknowledges that the purpose of this loan is for a commercial use and not a consumer transaction as defined by 735 ILCS 5/2-1.301(c).

D. No Certificate of Occupancy. The Parties hereto agree that the Village shall not issue a final certificate of occupancy for the Property if Owner has committed an Event of Default under this Agreement. Thereafter, the Village shall not issue a final certificate of occupancy for the Property until (i) any such Event of Default is cured and (ii) all outstanding Principal and Interest having accrued thereon are paid in full.

E. **Foreclose on Lien.** This Agreement shall constitute a lien on the Property in favor of the Village in the amount of the Façade Improvement Grant along with any applicable interest computed as set forth herein. Said lien shall be deemed perfected on the date this Agreement is recorded against the Property. In an Event of Default, the Village may enforce such lien in foreclosure proceedings as permitted by law.

6. VILLAGE PAYMENT OF ELIGIBLE COSTS.

Façade improvement program grants shall be administered by a bank located within Grundy or Will County via a Construction Drawdown Account. Prior to receiving disbursement(s), Owner or contractor must submit to an inspection by the bank, subject to review by Village staff, of all eligible costs as that term is defined in Section 37-30(A)(3) of the Village Code ("**Eligible Costs**") and must provide proof of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers, and contractor and subcontractor sworn statements shall provide evidence of work being completed utilizing labor at prevailing wages for Coal City.

7. PERFORMANCE OF ELIGIBLE COST ITEMS.

- by the Village within this Agreement shall be performed in a good and workmanlike manner in strict accordance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations
- A. Compliance with Approved Plans.** The Owner agrees that any items approved in connection with the Eligible Cost items,
- B. Applicable Standards.** The Owner will perform the following obligations in connection with the Eligible Cost items,
- i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes,
 - ii. Take all reasonable action to assure completion of the approved Eligible Cost items within a reasonable time period and within the term of this Agreement;
 - iii. Allow inspection of the work constituting the approved Eligible Cost items by authorized employees and agents of the Village to assure compliance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations;
 - iv. Maintain and allow access to the financial records that pertain to the approved Eligible Cost items by authorized employees and agents of the Village and any other agency involved with administration of the Façade Improvement Grant; and
 - v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks, and partial and final waivers of liens for at least three years following completion of the Eligible Cost items or such longer time as applicable regulations of the Façade Improvement Grant may require.
 - vi. To the extent that the Prevailing Wage Act, 820 ILCS 13010.01 et. seq., applies, Owner and all contractors and subcontractors shall comply with the Act concerning payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on work constituting an Eligible Cost under this Agreement. Owner agrees for itself and for all contractors and subcontractors that prior to making any payments to laborers, workers or mechanics or to any contractor or subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/dol/rates.htm> Owner agrees to indemnify the Village for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. Owner shall insert into or require to be inserted into each contract with its contractors and subcontractors a written stipulation to the effect that, to the extent that the Prevailing Wage Act applies, each contractor and subcontractor shall comply with the Act.

8. TERM.

This Agreement shall terminate upon the first to occur of: (i) Owner's repayment in full of the façade improvement grant and any applicable interest or (ii) the date 10 years from the date first written above. Should eight (8) years pass and the façade improvement grant remain unpaid, the Village may exercise its lien rights as provided within section 5(B) of this agreement

9. GENERAL PROVISIONS.

- A. Recordation.** This Agreement shall be recorded with the Office of the Grundy County Recorder at Owner's expense, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement;
- B. No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder
- C. Assignment.** No part of this Agreement may be assigned by either of the parties hereto without prior written consent of the other party
- D. Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties whether written or oral, are merged herein and shall be of no force and effect
- E. Amendments and Modifications.** No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures
- F. Rights Cumulative.** 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 such rights, remedies and benefits allowed by law
- G. Non-Waiver.** The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights
- I. Notice.** All notice required or permitted to be given under this Agreement shall be in writing and shall be (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
- Notices and communications to the Owner shall be addressed to, and delivered at, the following address

Nicholas J. Bulanda
125 S. Broadway Street
Coal City, Illinois 60416

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

With a copy to:

Mark R. Heimle
Ancel Glink Diamond Bush DiCianni & Kratthofer, P.C
1979 N Mill Street, Suite 207
Naperville, IL 60563

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois

K. Severability. If any provision of this Agreement is construed or held to be void, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation

L. 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

M. Incorporation of Exhibits. Exhibits A through C, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

N. Authority to Execute.

1. **The Village.** The Village hereby represents the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities
2. **The Owner.** The Owner hereby represents to the Village that he is the owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above

VILLAGE OF COAL CITY:

By: 
Mayor Terry Halliday

ATTEST:

By: 
Village Clerk Pamela Noflinger

NICHOLAS J. BULANDA

By: _____

Dated: 8 18 16

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT NICHOLAS J. BULANDA [OWNER]**, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of August, 2016.

Pamela M. Noffsinger
Signature of Notary



My Commission expires April 2, 2019

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT TERRY HALLIDAY and PAMELA NOFFSINGER**, the President and Village Clerk respectively of the **VILLAGE OF COAL CITY**, an Illinois municipal corporation are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of July, 2016.

[Signature]
Signature of Notary



My Commission expires May 7, 2018

EXHIBIT A

Property Legal Description

A PIECE OF GROUND DESCRIBED AS COMMENCING AT A POINT 380 FEET OF THE SOUTHEAST CORNER OF THE INTERSECTION OF BROADWAY AND DIVISION STREETS IN COAL CITY; THENCE SOUTH 150 FEET, THENCE EAST 75 FEET, THENCE NORTH 150 FEET, THENCE WEST 75 FEET TO THE PLACE OF BEGINNING; LOCATED IN SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN GRUNDY COUNTY, ILLINOIS (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE SAME).

Commonly known as: 155 E. Division Street, Coal City, Illinois 60416

P.I.N.: 09-02-102-001

EXHIBIT B

Façade Improvement Cost Estimate

(Inserted on Following Pages)

EXHIBIT C

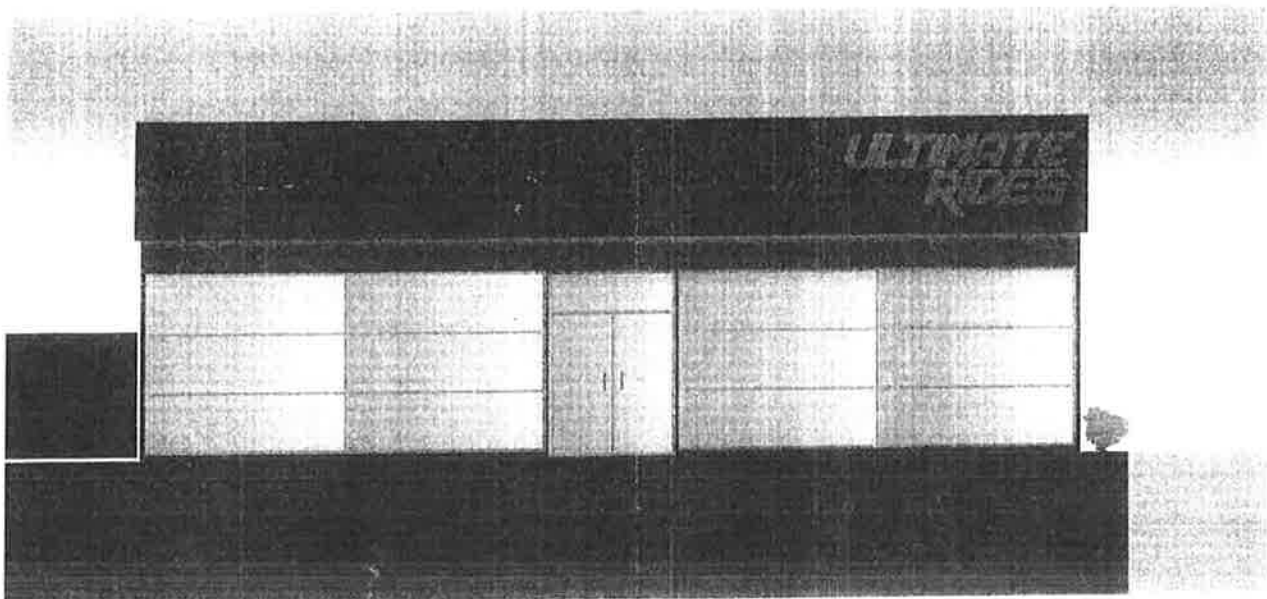
Facade Improvement Plans
(Inserted on Following Pages)

Work Performed	Cost
Excavate preparation and install 18" footing wall (50 linear feet)	8,500
Remove all front facade existing walls and preparation for stone front windows with materials	4,500
Front walls - 600 sq ft stone front windows with double glass door entry (30.00 per sq foot installed)	26,500
Side wall - stone front windows and single door installation (30.00 per sq foot installed)	3,500
Carport structural cleanup and exterior facade installation	6,000
Insulation	1,000
Install 6" x 8" fire rated dry wall, tape and joint	3,700
Roof Repairs on new walls	1,500
Installation of 3, class commercial garage doors (3,500 per door)	10,500
Finish interior alley plaster (120 linear feet)	3,200
2 dumpster rentals (includes clean up alley, clean up)	1,200

Total

74000

Lighting, electric, signage and other work will be done at my expense



PETITION FOR ANNEXATION

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY) ss.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners, Eugene and Irene Wren (the "Petitioners") respectfully state under oath:

- 1. Petitioners are the sole owners of the following legally described land (the "Tract") comprising approximately 2.18 acres, commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, is bounded by the incorporated Village of Coal City to the north, east and south, being specifically bounded by Spring Road to the north and Broadway Road to the west, all situated in Grundy County, Illinois and being legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE
NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION
11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST
FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST
FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE
WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST
ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE
POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP
32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
COUNTY OF GRUNDY, STATE OF ILLINOIS.

- 2. The Tract is not situated within the corporate limits of any municipality and is wholly unincorporated.
- 3. The Tract is contiguous to the corporate limits of the Village of Coal City.
- 4. There are no electors residing in the Tract.
- 5. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Tract.

6. All statutory notices required to annex the Tract have been provided.

7. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

8. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

Petitioners respectfully request:

A. That this Petition and annexation be conditioned upon the Village and the Petitioners entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation of the Tract.

B. That the above-described Tract be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended and in accordance with the terms of the Annexation Agreement.

Dated this _____ day of _____, 2017.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Tract, and that the allegations are true and correct to the best of his/her knowledge:

By:

By:

EUGENE WREN

IRENE WREN

SUBSCRIBED AND SWORN TO
before me this _____ day of
_____, 2017.

SUBSCRIBED AND SWORN TO
before me this _____ day of
_____, 2017.

Notary Public

Notary Public

***AFTER RECORDING
RETURN TO:***

Mark Heinle
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
mheinle@ancelglink.com

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

EUGENE AND IRENE WREN

**ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 2017, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and Eugene and Irene Wren (cumulatively, "Owner"), title holders of record of the "Property", as hereinafter defined. The Village and Owner may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

- A. Owner is the owner of record of certain real property and improvements located at 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, and is legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF
SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE
SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE
SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A
POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11;
THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A
DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF
GRUNDY, STATE OF ILLINOIS.
(the "Property").

- B. The Property consists of approximately 2.18 acres, is presently improved with a single-family home and detached garage (?), and is depicted on the Plat of Annexation attached hereto as **Exhibit A**.

- C. The Property is not at this time within the corporate limits of any municipality and is wholly unincorporated.
- D. There are no electors residing within the Property. (?)
- E. The Property is contiguous to the corporate limits of the Village of Coal City.
- F. Owner desires to annex the Property into the Village pursuant to the terms and conditions hereafter set forth, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- G. The Owner has filed a voluntary annexation petition and annexation plat, which annexation petition states that there are no electors residing within the Property.
- H. The Owner and Applicant have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, the use and development of the Property, utility services, subdivision and other related matters, pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, and upon the terms and conditions contained in this Agreement.
- I. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.
- J. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- K. The Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.
- L. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- M. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound, hereby covenant and agree as follows:

SECTION 2. INCORPORATION OF RECITALS.

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "Effective Date") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twenty (20) years from the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

A. Annexation Petition. Owner has filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Said petition is conditioned on the terms and provisions of this Agreement. A copy of the Petition is attached hereto as **Exhibit B**. Owner has also filed a Plat of Annexation and paid all fees and deposits required for such annexation. (?)

B. Adoption of Annexation Ordinance. Not later than thirty (30) calendar days after approval of this Agreement, the Village President and Board of Trustees (the "Corporate Authorities") of the Village agree to approve an ordinance in substantially the form of **Exhibit C** (the "Annexation Ordinance"), annexing the Property and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the "Territory") to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois at Owner's expense.

C. Effective date of Annexation. The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 5. ZONING OF THE PROPERTY.

The Village and Owner agree that the Property shall be zoned Low-Density, Single-Family Residential ("RS-1") initially upon annexation by operation of Section 156.048 of the Village Code concerning the zoning classification of annexed property.

SECTION 6. DEVELOPMENT OF THE PROPERTY.

A. No Authorization of Work. Owner acknowledges that no development of the Property shall be permitted and no work shall be commenced on the Property until the Owner or subsequent owner or developer of the Property has applied for and obtained any and all zoning relief, building permits, or other development approvals which may be required by the Village or other jurisdictional bodies, which approval shall be subject to, and processed in accordance with standards and procedures contained in Village ordinances in effect at the time approval is requested. Except as herein provided, the development and use of the Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

B. Driveway Apron. The Village, at its sole cost and expense, shall design and construct a paved driveway apron for ingress to the Property from Spring Road (the "Driveway Apron"), which Driveway Apron shall be constructed in substantial accordance with the drawings and specifications attached hereto as **Exhibit D** (the "Driveway Apron Plans"). In the event "Substantial Completion" (as hereafter defined) of the Driveway Apron is not achieved by November 1, 2018, upon receipt of notice of default from Owner, the Village shall cause contractors to begin, resume or otherwise complete the Driveway Apron without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Driveway Apron to "Substantial Completion," which shall mean the completion of the Driveway Apron in compliance with the Driveway Plans such that it is capable of being used for its intended purposes by Owner.

SECTION 7. SUBDIVISION OF THE PROPERTY.

The Parties understand and agree that Owner may in the future subdivide the Property east-to-west into two approximately equal-size parcels in such a manner that does not involve new access easements or street dedications, roadway construction, or extensions of Village utilities to serve the proposed resubdivided lots. In such event, the Village agrees that such act shall be deemed a "minor land division" or "minor subdivision" pursuant to Section 155-23 of the Village Code and, as such, may be approved by the Village following submittal of a final plat of subdivision without previous submission of a preliminary plat of subdivision.

Possibly exempt from Plat Act subdivision requirements under 765 ILCS 205/1(b)(8) for sale of parcel following division into two parts of a parcel that existed on 7/17/59 without any new streets or access easements?

SECTION 8. SANITARY/STORM SEWER/POTABLE WATER.

- A. The Property is presently serviced by the Village's sanitary sewer and waterworks system. Upon annexation, the Property shall pay be exempt from any non-resident surcharge for said services now or hereafter imposed by the Village. The Property

shall be subject only to Village residential water and wastewater rates and service charges.

- B. If Owner desires to make a second connection to the Village water or sanitary sewer system on the Property in the future to service a second single-family residence located thereon following the future subdivision of the Property, the Village agrees to waive its standard tap-on fees for such connection.

SECTION 8. EASEMENTS.

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Property for the purposes of enforcing Applicable Laws, making repairs, installing and servicing utilities, and providing public and emergency services.

SECTION 9. VILLAGE SERVICES.

Upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

SECTION 10. IMPACT FEES.

Insofar as the number of residential dwellings on the Property shall not exceed a maximum of two (2), the Village shall not require Owner to pay any fees, donate any money, dedicate any land or make any other contributions to the Village or any other unit of local government in connection with or as a result of the subdivision or development of the Property. Provided, however, the Parties understand and agree that if the Property is subdivided into more than two parcels or the number of residential dwellings thereon shall exceed two (2), then the Property shall be subject to the Village's Water and Sewer Infrastructure Fee, School Facilities Impact Fee, and/or cash contributions in lieu of the dedication of land for school or park purposes, all in accordance with Village ordinances and resolutions as may be in effect at the time of such further subdivision.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of such plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property; and (iii) the development, construction, maintenance, or use of any portion of the Property.

D. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims related to this Agreement.

SECTION 12. DEFAULT AND REMEDIES.

A. Procedure for Declaring Defaults. Except as otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("Default"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "Event of Default." Except as otherwise provided in this Agreement, no Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. Except as otherwise provided, no Default shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. Neither Party shall be liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction

thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

C. No Waiver of Right to Enforce. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not, absent other facts and circumstances, constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

SECTION 13. GENERAL PROVISIONS.

A. Binding Effect. The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Owner shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

B. Time. Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

C. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Owner shall be responsible for the recordation costs.

D. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

E. Assignment. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

F. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect.

G. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

H. Rights Cumulative. 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 such rights, remedies and benefits allowed by law.

I. Non-Waiver. The failure of a Party to exercise their rights hereunder at any time shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Party's right to enforce such rights of any other rights.

J. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (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.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Eugene and Irene Wren
1020 S. Broadway
Coal City, IL 60416

With a copy to: Larry Wharrie
The Wharrie Law Firm
105 S. Broadway Street
Coal City, IL 60416

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

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

With a copy to: Mark R. Heinle
Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

K. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

L. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the

remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

M. 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.

N. Exhibits. Exhibits A through D, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

O. Authority to Execute.

1. **The Village.** The Village hereby represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. **Owner.** Owner hereby represents to the Village that it they are the lawful owners of the Property and are therefore the only entities that may encumber the Property with this Agreement.

P. Procedural Compliance. The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

Q. 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.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

VILLAGE OF COAL CITY:

By: _____

President Terry Halliday

Date: _____

ATTEST:

Pamela Noffsinger, Village Clerk

OWNER:

By: _____

Eugene Wren

Date: _____

By: _____

Irene Wren

Date: _____

EXHIBIT A

PLAT OF ANNEXATION

[attached on following page]

EXHIBIT B

ANNEXATION PETITION

[attached on following pages]

EXHIBIT C

ANNEXATION ORDINANCE

[attached on following pages]

EXHIBIT D

DRIVEWAY APRON PLANS

[attached on following pages]

4816-0133-7408, v. 1

Coal City Police Department
Weekly Summary of Activities
Thursday 12-01-16 – Wednesday 12-07-16

During this period, there were 49 calls for service, 20 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

12-02-16 at 2:22 PM, Police were dispatched to a W. Gordon Ave. residence for a residential burglary report. The complainant stated 3 different gaming consoles and controllers along with 13 USC and a red duffle bag was removed from the residence. The resident explained the back door did not secure properly and she noticed the back gate was ajar and no one at the residence ever uses the gate. They were able to provide police with the name of a possible suspect who was at the residence earlier. Police are continuing to investigate this incident.

12-05-16 PM, Police were dispatched to a W. Daily Pl. for a juvenile problem. The complainant was at the resident to pick up her 16-year-old son and he wouldn't leave with her and requested the officer to speak with him. Police were able to resolve this incident after having a good conversation with them.

Arrest Summary

Speeding	6
Passed School Bus	1
No Valid D.L.	2
Over Weight on Registration	1
Operating an Uninsured Motor Vehicle	2
Failure to Yield	1
Aggravated Assault	1
Resisting a P.O.	1
Warrant	1
Possession of Cannabis	1
Possession of Drug Paraphernalia	1

Coal City Police Department
Weekly Summary of Activities
Thursday 12-08-16 – Wednesday 12-14-16

During this period, there were 38 calls for service, 23 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

12-11-16 at 12:01 PM, police responded to an E. 1st St. for a remove subject call. The complainant stated he wanted his ex-wife removed from the residence because she was banging on the garage & front door of the residence. The ex-wife eventually complied with police and left the residence. A short time later the complainant called police back after observing a small dent on the bottom of his garage door. A neighbor advised he observed the ex-wife kicked the door several times. Police advised the complainant to show the damage to the landlord and see if he wanted to sign a complaint.

12-12-16 at 1:00 PM, SRO Clark responded to the Coal City High School for a fight that had just occurred between two males. A juvenile petition was signed against the offender and he was released to his parents.

12-14-16 at 3:48 PM, police responded to a W. Daisy Pl. residence for a criminal damage to property report. The complainant stated he left the residence for 15-20 minutes and upon returning he found the glass backboard of his basketball hoop was shattered. It appeared an unknown object was thrown at the hoop causing the glass to shatter. No suspect information is available.

Arrest Summary

Operating an Uninsured Motor Vehicle	3
Speeding	1
Disobeying a Traffic Control Device	1
D.U.I.	1
Improper Lane Usage	1
Seatbelt Violation	1
Suspended D.L.	1
Driving without Headlights	1
Driving on the wrong side of the Road	1

Coal City Police Department
Weekly Summary of Activities
Thursday 12-15-16 – Wednesday 12-21-16

During this period, there were 48 calls for service, 13 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

12-15-16 at 1:58 AM, police responded to a N. Lincoln St. for a domestic disturbance call. The complainant stated the male subject at the residence pushed her and would not let her leave the residence. Police stood by as the female gathered her belongings and left with a family member.

12-19-16 at 10:51 AM, police responded to a W. Daisy Pl. residence for a custody exchange. The complainant stated he went to his ex-wife's residence to pick up their child for a visitation and his ex would not allow the visitation. Police were able to resolve this incident when arrangements were made to pick up the child.

Arrest Summary

Revoked D.L.	1
Operating an Uninsured Motor Vehicle	1
Expired Registration	1
Possession Drug Paraphernalia	1
Possession of Cannabis	1
Speeding	1

Coal City Police Department
Weekly Summary of Activities
Thursday 12-22-16 – Wednesday 12-28-16

During this period, there were 40 calls for service, 10 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

12-22-16 at 12:50 AM, police responded to a Coal City business for a disturbance call. The complainant stated 2 male subjects were asked to leave the bar due to their behavior. While leaving a verbal altercation started with some pushing. No injuries were reported and no complainants were signed.

12-27-16 at 2:11 AM, police responded to a S. Broadway St. apartment for a fight. The complainant stated his neighbor was being loud and banging on the wall theta joins their apartments. The other party started banging on the walls back telling the other party to be quiet. While outside having a cigarette was when the fight occurred. Neither party wished to sign a complaint.

Arrest Summary

Warrant	1
Expired Registration	2
Criminal Trespass to Real Property	1

2016 Total Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	103	88	84	66	82	65	50	47	51	55	68	96	855
Butterfield				2									2
Clark	1	4	19	4	11	15			29	21	18	13	135
Dillon	39	48	41	41	38	41	37	53	51	57	22	45	513
Ehrman	22	25	13	25	42	24	35	27	29	14	38	22	316
Harseim	56	84	72	49	54	33	53	53	43	38	66	83	684
Imhof	161	190	167	124	110	120	102	81	103	95	30	121	1404
Jones	106	126	42	118	125	67	142	128	132	125	115	91	1317
Kasher	62	87	69	71	83	47	83	71	69	34	68	81	825
Logan	68	28	42	29	62	26	44	43	16	46	38	20	462
Moran	157	117	128	93	101	40	79	38	30	30	93	58	964
Paquette			4	2					2				8
Roach										7			7
Total	775	797	681	624	708	478	625	541	555	522	556	630	7492

Calls Requiring a Report

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	10	9	26	17	36	65	25	23	19	25	18	27	300
Butterfield				1									1
Clark		2	10	3	7	15		15	8	7	11	6	84
Dillon	21	28	28	24	27	41	25	34	33	33	10	24	328
Ehrman	13	19	8	21	20	24	23	20	20	7	16	13	204
Harseim	19	42	45	31	33	33	27	24	27	19	47	83	430
Imhof	31	34	30	41	52	120	37	41	35	33	8	36	498
Jones	46	47	15	51	56	67	68	44	48	64	58	41	605
Kasher	27	25	27	24	36	47	25	25	24	12	30	29	331
Logan	33	17	33	14	31	26	24	20	9	28	27	14	276
Moran	30	18	35	41	46	40	21	21	8	20	38	22	340
Paquette			3			1			2				6
Roach										2			2
Total	230	241	260	268	344	479	275	267	233	250	263	295	3405

2016 Dispatched Calls

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	3	11	20	14	23	25	14	23	18	24	14	27	216
Butterfield				1									1
Clark	1	1	11	1	2	4		9	8	3	6	7	53
Dillon	23	30	25	21	23	25	25	39	29	30	12	23	305
Ehrman	11	16	7	13	26	18	22	20	21	9	16	18	197
Harseim	17	31	30	13	22	9	21	16	20	15	30	28	252
Imhof	26	30	23	39	42	37	39	26	34	37	4	29	366
Jones	23	35	19	46	32	21	40	35	35	40	44	28	398
Kasher	18	19	18	20	25	16	14	21	21	9	22	21	224
Logan	26	18	29	14	30	11	21	17	9	21	20	13	229
Moran	25	5	15	10	25	7	16	19	12	14	26	14	188
Paquette			2						2				4
Roach										3			3
Total	173	196	199	192	250	173	212	225	209	205	194	208	2436

Criminal Charges

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde						1	2				1		4
Butterfield													
Clark		1				1		12			3		17
Dillon						2	1		1		1		5
Ehrman											1	1	2
Harseim		2	7	2			9	1	1		1	4	27
Imhof	2	2	4	6	9		3		4	4			38
Jones	3			1	8	1	5			1	3		22
Kasher	2	3	5		1	1	1	5		2	1		21
Logan					1	5			1		2		9
Moran	1	3	3		3	1	5	2	1	1	2	1	23
Paquette													
Roach													
Total	8	11	19	10	26	7	26	20	7	9	15	10	168

Traffic Citations

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	1					2					4		7
Butterfield													
Clark				1									1
Dillon	1		2	1	2	2		1		3	3		15
Ehrman	1	3	1		1			3			1		13
Harseim	1	4	4	1	3		6	1	2	1	2		29
Imhof	19	13	8	23	12	7	8	11	17	11	5		141
Jones	25	27	9	24	30	22	29	15	19	27	28		265
Kasher	1	4	6	2			2	6		4	1		28
Logan	7		4	1		3	2	1		3	2		23
Moran	11	2	11	4	7	1	9		1	3	6		60
Paquette													
Roach													
Total	67	53	45	57	55	37	56	38	39	52	52	31	582

Traffic Crashes

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde			1			1			1		2	1	6
Butterfield													
Clark													
Dillon	3	3	1	2	3	2		4	1	2		1	22
Ehrman		2			1		1	3		1			9
Harseim			1		2		1	1			1	2	8
Imhof	1			1	1	2				2		1	8
Jones		2	1	5	3	3	5	1	4	1	1	3	29
Kasher	1			1				1	1		1		7
Logan		2	2	1	1		1			2	2	1	12
Moran	1		3				2				2		8
Paquette													
Roach													
Total	6	9	10	10	11	8	10	10	7	8	9	11	109

D.U.I.

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde													
Butterfield													
Clark													
Dillon													
Ehrman												1	1
Harseim													
Imhof	1	1	1	2	1				2	1			9
Jones													
Kasher			1				1						2
Logan													
Moran													
Paquette													
Roach													
Total	1	1	2	2	1	0	1	0	2	1	0	1	12

Verbal Warnings

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde	5	2		3	1	3	1	3	1	3	7	2	31
Butterfield				1									1
Clark		1	1		1				2				5
Dillon	10	3	2	4	2	1	1	5	4	3	4	2	41
Ehrman	4	1	2	1	4	1	1		1		12		27
Harseim	14	8	6	9	1	2	7	1		2	2	7	59
Imhof	37	23	19	27	15	30	17	15	21	13	4	19	240
Jones	43	45	18	31	37	47	47	44	36	35	28	26	437
Kasher	6	4	7	5	8	4	21	6	8	3	6	7	85
Logan	24	4		7	9	4	4	2		8	5		67
Moran	5	4	2	2	4	2	7	3	1	6	2	1	39
Paquette													
Roach													
Total	148	95	57	90	82	94	106	79	74	73	70	64	1032

P-Tickets

	Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Briley													
Budde						1							1
Butterfield													
Clark													
Dillon				1									1
Ehrman													
Harseim													
Imhof	1			2	2	2	2	3	3	2	2	1	4
Jones			1							1			2
Kasher			3				1				1		5
Logan					1								1
Moran				1	5								6
Paquette													
Roach													
Total	1	3	1	4	8	1	3	3	3	3	4	4	38