

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JANUARY 23, 2019
7:00 p.m.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Minutes-January 9, 2019
4. Warrant List Approval
5. Public Comment
6. Letter of Request

DAD's Day
Will-Grundy Counties Building & Construction
Trades Council

7. Ordinance 19-03 Authorizing the Sale of Surplus Real Property
8. Proclamation Slammers Coal City Community Day June 15, 2019
9. Authorizing Mayor to Enter Into an Agreement with IDOT for the South Broadway Reconstruction Project
10. Review of Proposes Easement for the Coaler Lift Station Replacement Project
11. Report of Mayor
12. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - a. Review of South Broadway Reconstruction Project IDOT Bids
 - D. Greggain
 - R. Bradley
 - 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 the Sale of Village Property per ILCS 5 120/2(c)(6)
19. Adjourn

January 10, 2019



MAYOR OF COAL CITY
515 S BROADWAY
COAL CITY, IL 60416

To Whom It May Concern:

The Will-Grundy Counties Building & Construction Trades Council and Kankakee/Iroquois Counties Building Trades of the AFL-CIO will once again hold its annual fundraiser for DAD's Day (DOLLARS AGAINST DIABETES), scheduled for Saturday, June 15, 2019.

This is the 33nd year the Building Trades has helped host this fund raiser to help fight diabetes. Each year's collection seems to surpass the previous year. Last year in Will and Grundy Counties and Kankakee County area, we collected over \$49,000.00. This year we would like to at least match that amount, if not surpass it.

Again, numerous Building Trade's volunteers, their families and friends will be donating their time for this worthy cause. With the help of our area businesses and our community leaders, allowing us to collect in front of their establishments and at various intersections, our Unions can help raise money for research, so one day there may be a cure for diabetes.

We are again asking for your support to work with us on Saturday, June 15, 2019. We ask your permission to use designated intersections for our collections. We will be collecting between the hours of 8:00 am and 12:00 pm. If there are any permits that need to be issued, we ask your help in obtaining them. We are also asking your permission to ask various businesses to use their storefronts for our collections.

In the past, many of our community officials have given us verbal permission over the telephone to conduct our fundraiser. We have had a slight problem with miscommunication with community officials and police departments. If we could have a letter or written statement that we have been approved, it would be greatly appreciated. *You may also email approval to sj@ibewlocal176.org or fax approval to (815) 729-2176.*

If you have any questions, please feel free to contact our office at (815)729-1240 and speak to Sharon. Thanking you in advance for your help and cooperation.

Sincerely

Scott Smith, sj

Scott Smith
Chairman, DAD's Day 2019

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY
BELONGING TO THE VILLAGE OF COAL CITY**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2019

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY
BELONGING TO THE VILLAGE OF COAL CITY**

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

WHEREAS, the Village owns approximately +/- 2.5 acres of vacant and unimproved real property generally described as being located between the Union Pacific ("UP") and Burlington Northern Santa Fe ("BNSF") railroad tracks, north of 2nd Street and south of 4th Street, Coal City, Grundy County, Illinois, bearing PINs 06-35-431-002 and 06-35-454-001 and legally described in **Exhibit A**, which is attached hereto and incorporated by reference as though fully set forth herein (the "Property");

WHEREAS, the Property consists of two unimproved, irregularly-shaped presently located in the Village's I-1 Industrial zoning district;

WHEREAS, the Property is the subject of a pending application by the Village to be rezoned to the Village's C-5 Highway Commercial zoning district and, if such rezoning is approved, the Property would be subject to the regulations governing use and development within a C-5 Highway Commercial zoning district;

WHEREAS, the Property is not presently utilized by the Village or contemplated for any future public use, remains vacant, is not generating any tax revenue, and may be appropriate for certain limited commercial development;

WHEREAS, Sections 11-76-1 and 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, authorize the Village to sell surplus property in accordance with certain statutory procedures;

WHEREAS, the Corporate Authorities hereby find and determine that it is no longer necessary, appropriate, or in the best interest of the Village to retain title to the Property, and that the Property is not required for the use of, or profitable to, the Village;

WHEREAS, the Village is considering selling all or a part of the Property in accordance with Section 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-2; and

WHEREAS, the Corporate Authorities further find and determine that it is in the best interest of the Village to offer the Property for sale and seek bids for the purchase of all or a portion thereof pursuant to a notice in substantially the form attached to this Ordinance as Exhibit A and in accordance with the procedures set forth in Section 11-76-2 of the Illinois Municipal Code.

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

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

SECTION 2. Authorization for Sale, Survey of Property, and Legal Notice.

- A.** The Corporate Authorities having determined that the Property is no longer necessary, appropriate, required for the use of, profitable to, or in the best interest of the Village, hereby direct the sale of the Parcel to the bidder with the highest bid or whose bid is otherwise found by the Corporate Authorities to be in the best interest of the Village.
- B.** The Village is authorized to obtain a boundary survey of the Property from a licensed Illinois land surveyor. The legal description in such survey shall be the description used in **Exhibit A**, the Notice of Bid in **Exhibit B**, and any conveyance documents.

- C. The Village Clerk is hereby authorized and directed to publish notice of the Village's proposal to sell and to advertise for bids for the purchase of all or a portion of the Property in accordance with the requirements set forth in 65 ILCS 5/11-76-2 and in the form substantially similar to the Notice of Bid set forth in **Exhibit B** attached to and, by this reference, made a part of this Ordinance, once each week for three (3) consecutive weeks in the *Coal City Courant*, with the first publication date at least thirty (30) days prior to the opening of the bids.
- D. The Village President, Clerk, Administrator, and Attorney are hereby authorized and directed to draft, execute and complete any and all instruments or documents deemed necessary or convenient to effectuate the intent of this Ordinance, whether or not such other documents are attached hereto. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the seal of the Village to all such documents as are deemed necessary.
- E. The officers, employees, and agents of the Village shall take all actions reasonably required or necessary to carry out and give effect to the intent of this Ordinance and otherwise to consummate the sale of the Property to the bidder, if any, whose bid is determined to be in the best interest of the Village, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein and approving the expenditure of all necessary funds to consummate the sale of the Property.

SECTION 3. Resolution of Conflicts.

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

SECTION 4. Saving Clause. If any section, paragraph, clause, or provision of this

Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

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

SO ORDAINED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(To be inserted following survey.)

EXHIBIT B

NOTICE OF BID ON SURPLUS REAL PROPERTY IN THE VILLAGE OF COAL CITY, ILLINOIS

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to Sections 11-76-1 and 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-1 and -2, that the Village of Coal City duly enacted Ordinance No. 18- __, entitled *AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BELONGING TO THE VILLAGE OF COAL CITY* (the “Ordinance”) at a regular meeting of the Village board of trustees on January 23, 2019. The Ordinance authorized the sale of approximately 2.5 acres of vacant and unimproved real property generally described as being located between the Union Pacific (“UP”) and Burlington Northern Santa Fe (“BNSF”) railroad tracks, north of 2nd Street and south of 4th Street, Coal City, Grundy County, Illinois, bearing PINs 06-35-431-002 and 06-35-454-001 and legally described as:

(the “Property”).

The Property consists of two vacant and unimproved, irregularly-shaped located in the Village’s I-1 Industrial zoning district, totaling approximately 2.55 acres. The Property is the subject of a pending rezoning application by the Village that would result in the Property being reclassified within the Village’s C-5 Highway Commercial zoning district. Development plans for the Property should therefore anticipate and conform to the C-5 Highway Commercial zoning district standards and which complement existing residential uses in the vicinity of the Property. The property is being sold as-is and the Village makes no representation as to the condition of the Property.

Any person may submit a written sealed bid for the purchase of all or a portion of the Property. The Village will consider bids to purchase all or a portion of the Property. There is no minimum bid. The bids should include a purchase price and a development plan for the Property

that details the proposed location and architectural elevation concepts of structures (if any), location of parking (if any), vehicular access points, proposed landscaping and design elements (if any), and an estimated project schedule.

The Village may require the purchaser to enter into a development agreement with the Village that will formalize the terms of the development of the Property in accordance with the winning bidder's plans. The development agreement may also, among other things, formalize the terms of sale, establish the method of legal title conveyance, specify the terms of the development, including any required zoning relief, a timeline for completion of the development, and will be binding on the winning bidder and his or her successors and assigns. The Corporate Authorities may accept any bid determined to be in the best interest of the Village by a vote of 3/4 of the Corporate Authorities then holding office. The Village reserves the right to reject any or all bids and to waive any technicalities in the bidding if it should be deemed in the public interest. These decisions will be final and not subject to recourse. This request for proposals does not obligate the Village to pay any costs incurred by any bidder in the submittal of a bid or in making necessary studies or designs for the preparation of that bid.

Sealed bids for the Property shall be marked "**SEALED PROPERTY BID**" and be sent to Administrator Matt Fritz, Coal City Village Hall, 515 S. Broadway Street, Coal City, IL 60416. Said bids must be received on or before March 13, 2019 at 5:00 p.m. The bids shall be opened and considered in accordance with 65 ILCS 5/11-76-2 at the regular meeting of the Village of Coal City Board of Trustees on March 13, 2019, commencing at 7:00 p.m. at the Village Hall, 515 S. Broadway Street, Coal City, IL 60416. For further information regarding the Property, interested persons may contact Village Administrator Matt Fritz at 815-634-8608 during regular business hours.

Respectfully submitted,

Pam Noffsinger
Village Clerk

Publication Dates: _____, 2019

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 23, 2019

RE: SLAMMERS COMMUNITY NIGHT FOR 2019

Joliet's baseball team, the Slammers offered a Community Night to the Village of Coal City. If a night is selected at this time of the year, most of the preferable dates are still available. To create a true Community Night, the Park Board is recommending the adoption of Saturday June 15th. This Saturday evening will allow the normal Saturday festivities including running the bases and fireworks. In addition, the Slammers will have Star Wars night that evening as well.

The Park Board is adding this to the regular agenda by slightly subsidizing the cost of Coal City organizations gaining access to Slammer tickets for this Community Night. The Village would purchase a minimum of 300 tickets for the evening, all owing Coal City community organizations to purchase them at a reduced cost to ensure all of et tickets would be utilized and reimburse a portion of the cost to the Village.

Selecting a date at this time also allows the Park Board and the community to take advantage of different opportunities throughout the evening including the 50/50 and presentation of colors and the national anthem, etc.

PROCLAMATION

WHEREAS, the Slammers play in the Frontier League with other Illinois professional baseball teams including the Southern Illinois Miners, Gateway Grizzlies, Rockford Aviators, Schaumburg Boomers, Normal CornBelters, and Windy City ThunderBolts; and

WHEREAS, the Slammers have successfully hosted a community night since 2012 for the combined benefit of local community organizations selling hundreds of tickets and providing entertainment for many community residents; and

WHEREAS, the Slammers have approached the Village of Coal City to be able to offer Community Night to an increased number of individuals and businesses throughout the community; and

WHEREAS, Mayor Halliday desires to provide a common community experience with residents throughout the entire community.

THEREFORE, I, Terry Halliday, President of the Village of Coal City, in the great state of Illinois, in recognition of the entertainment being offered and opportunity to join others throughout the community in a common experience,

DO HEREBY PROCLAIM THE FOLLOWING DAY:

Saturday, June 15, 2019

as **SLAMMERS COMMUNITY NIGHT** in the Village of Coal City, Illinois.

Mayor Terry Halliday

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 23, 2019

RE: IDOT LPA AGREEMENT

IDOT has a local partner agency (LPA) agreement that ensures local agencies are aware of the total liability accrued for the cost of projects in which the State of Illinois utilizes IDOT to coordinate the payment of federal funds for local projects. The last estimate for the project that was submitted to IDOT had the total construction estimate at \$5,570,000 along with total allotted funds for Phase 3 engineering at \$499,000 along with a small amount of \$1,000 for right of way acquisitions should it be necessary. The IDOT-prepared LPA shows a project which expends 100% of the WCGL-managed transportation improvement plan of \$4,418,890 being spent on this total projected project.

IDOT is in need of this form being signed in order to have everything in order at the time of bid award for the project that was recently accepted. At this point, it is known the Phase 3 Engineering will be less than the amount in the estimate as well as the cost of construction. For instance, the Phase 3 Engineering was approved not to exceed \$414,813 and the project came in last week at an IDOT bid at \$4,631,410. This will result in a revised estimate after the acceptance of the bid of at least \$640,865 from the estimate provided within the LPA Agreement.

This IDOT form continues to be amended as the project bids are confirmed and at the project's completion to account for any change orders that take place throughout the project. The Village's 20% match has been accounted for within the budget projects for construction within the next two years.

Recommendation:

Authorize Mayor Halliday to enter into a Local Partner Agency Agreement with IDOT for the S. Broadway Reconstruction Project.

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Coal City	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 14-00030-00-WR	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-047-18	QI4M(212)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Broadway Street Route FAS 0288 Length 0.64 mi
Termini IL 113 to Walnut St

Current Jurisdiction LPA TIP Number 12-09-0089 Existing Structure No n/a

Project Description

Project consists of the reconstruction of the roadway and includes removal of the existing pavement, curb and gutter, and sidewalk, construction of full depth HMA pavement, PCC sidewalk, PCC curb and gutter, brick pavers, removal and replacement of roadway lighting, storm sewer, striping, landscaping and all incidental work necessary to complete the project.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	4,418,890	(*)	()	1,151,110	(BAL)	5,570,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	1,000	(*)	()	499,000	(BAL)	500,000
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 4,419,890			\$ 1,650,110		\$ 6,070,000

*80% STU funds not to exceed \$4,419,890

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

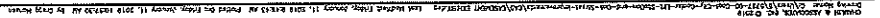
DATE: January 23, 2019

**RE: EASEMENT AGREEMENT FOR THE COALER LIFT STATION
REPLACEMENT PROJECT**

Chamlin Engineering has been working within the State of Illinois requirements to design a path to allow the Coaler Lift Station to be replaced with the extension of a sanitary gravity line that conveys its waste stream into the Westside Interceptor Sanitary Line that was installed during the Village's Stormwater Improvement Projects. NCICG has assisted the Village with completion of the Phase One Environmental Investigation to allow this project to get to bid as soon as possible. Besides NCICG, Grundy County continues to administer these Project Ike funds.

Staff has been working with the School District and the private property owners who shall need to dedicate easements to allow this project to come to its completion. Attached are the easements to be prepared with the available funding. While Grundy County and NCICG still await some final documentation from DCEO it looks as though the completion of Oak Street between Ann & DiPaolo Streets may become a reality.

Following review by the Village Board of these easements, the documents will be prepared to allow the permission form owners to be recorded.
Reconstruction Project.



Coal City Police Department
Weekly Summary of Activities
Thursday 01-03-18 – Wednesday 01-09-19

During this period, there were 38 calls for service, 05 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

01-04-19 at 3:33 AM, police responded to the police department for a public complaint report from a Gardner. The complainant stated she recently moved from Coal City and an item she had ordered was mistakenly delivered to her old address. The complaint advised she need a police report to receive a refund.

01-06-19 at 3:47 AM, while on route patrol police observed graffiti sprayed on the roadway. Police photographed the graffiti and it was reported the following day to the maintenance department.

01-07-29 at 5:27 PM, police responded to a W. Daisy Pl. residence for a past tense domestic disturbance call. The complaint stated her brother arrived at her residence intoxicated and threatened her but left the residence when she stated she was calling police. Police canvassed the area but was not able to locate the offender. The complaint stated her brother was off of his medications and she wanted the incident documented.

Arrest Incidents

Juvenile Warrant	1
Expired Registration	2
Speeding	6
Operating an Uninsured Motor Vehicle	1
Operating a Motorcycle on 1 wheel	1

Coal City Police Department
Weekly Summary of Activities
Thursday 01-10-18 – Wednesday 01-16-19

During this period, there were 38 calls for service, 15 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

01-11-19 at 2:23 PM, police responded to a S. Virginia St. for a domestic disturbance call. The complainant stated his roommate is intoxicated and got into a verbal argument when he took her bottle of alcohol away. Police were able to resolve this incident when the male gathered items and left the residence.

01-14-19 at 9:30 AM, SRO Imhof was conducting a canine search of the high school when the canine alerted to a locker of a 17 year old male. The locker was opened and the male advised there were several items inside. An electronic cigarette and pods as well as a half of a pill which he did not have a prescription for. A juvenile petition for possession of a controlled substance was signed, the juvenile was released into his mother's custody with a school discipline.

01-15-19 at 9:05 PM, police responded to a S. Mazon St. for a past tense domestic disturbance call that occurred at a Vermillion St. apartment. The complaint stated it was only verbal but her husband was becoming very aggressive and threatening and breaking items in the apartment. The complainant advised officers her husband has multiple firearms and was threatening to her himself. Police were able to make contact with the subject and he was transported to the hospital for an evaluation. Coal City police took possession of the firearms and ammo for safe keeping.

Arrest Incidents

Obstructed Windshield	1
Speeding	5
Driving too fast for conditions	1
Expired Registration	2