

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
MARCH 20, 2019
7:00 p.m.**

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

REVISED AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes

Budget Meeting	March 6, 2019
Budget Meeting	March 11, 2019
Regular Meeting	March 6, 2019
4. Approval of Warrant List
5. Public Comment
6. Letter of Request-Coal City Junior Woman's Club
 - A. Flags of Patriotism
 - B. National Child Abuse Prevention Month-Pinwheel Garden

- | | |
|---|---|
| 7. Resolution 19-04 | Resolution & Easement Agreement
Arthur & Kathleen Hornsby |
| 8. Resolution 19-05 | Resolution & Easement Agreement
Coal City Unit School District #1 |
| 9. Resolution 19-06 | Resolution & Dedication of Right-of-Way
For Oak Street west of DiPaolo |
| 10. Bid Letting Approval and Award | Coaler Lift Station Project |
| 11. Preliminary Ordinance of FY2020 Budget Adoption | |
| 12. Request for Final Payment | FY2019 MFT/Non-MFT |
| 13. Adoption of Annual Zoning Map | |
| 14. Sewer Treatment Plant Update Presentation | |
| 15. Report of Mayor | |
| 16. Report of Trustees: | S. Beach
T. Bradley
D. Spesia
1. Spring Clean-Up
D. Greggain
R. Bradley
N. Nelson |
| 17. Report of Village Clerk | |
| 18. Report of Village Attorney | |
| 19. Report of Village Engineer | |
| 20. Report of Chief of Police | |
| 21. Report of Village Administrator | |
| 22. Adjourn | |



GFWC IL COAL CITY JUNIOR WOMAN'S CLUB
PO BOX 113
COAL CITY, IL 60416

March 18, 2019

Village of Coal City
515 South Broadway Street
Coal City, IL 60416

Dear Village Board Members,

This year GFWC Illinois is celebrating their 125th Anniversary and the GFWC IL Coal City Junior Woman's Club would love nothing better than to celebrate by flying 125 Flags of Patriotism!

Our request is to plant 125 American Flags in Campbell Park four times throughout this year. Please see our proposed schedule below:

Memorial Day display from May 24th -May 31st and remove the flags on May 31st.
Flag Day display from June 10th and remove on June 17th.
Fourth of July starting on July 1st and remove on July 8th.
Labor Day starting on August 26th and remove September 6th.

We would remove the flags in the evening after each ending date and we will work around any scheduled Village events in the Park. The Juniors are asking for approval so we can start our marketing campaign along with purchase the flags.

Thank you for your kind consideration.

Warm regards,

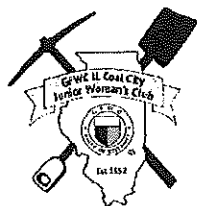
Terri Tatroe

President

GFWC IL Coal City Junior Woman's Club

Home 815-634-3635

Cell: 815-370-2311



GFWC IL COAL CITY JUNIOR WOMAN'S CLUB
PO BOX 113
COAL CITY, IL 60416

March 18, 2019

Village of Coal City
515 South Broadway Street
Coal City, IL 60416

Dear Village Board Members,

April is National Child Abuse Prevention Month and it is celebrating its 35th Anniversary. It was first designated as Child Abuse Prevention Month by President Ronald Reagan in 1983.

Over the years, April has been used to raise awareness of the problem of child abuse. Now the focus is on how we can prevent child abuse and neglect. The Prevent Child Abuse organization's own research shows that most Americans are engaged in prevention already, they just don't know it: by being mentors, advocates for children, and by donating time and money.

The GFWC IL Coal City Junior Woman's Club wants to bring awareness once again by placing blue pinwheels throughout Campbell Park on Sunday, March 31, 2019 at approximately 5:00 pm. In addition to the pinwheels, we want to wrap 125 trees/light poles on Division and Broadway Streets with blue ribbons. Both the pinwheels and the ribbons would be up throughout the end of April. We are also working with the School Administration to have the children color blue pinwheels and post them in the windows at the school. All of this is to provide Awareness of Prevent Child Abuse. The Coal City Junior Woman's Club members will remove the pinwheels and store them at the end of the project. We will remove the ribbons from the trees and streetlights as well.

Thank you for your kind consideration.

Warm regards,

Terri Tatroe
President
GFWC IL Coal City Junior Woman's Club
Home 815-634-3635
Cell: 815-370-2311

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 20, 2019

**RE: COALER LIFT STATION PROJECT BID REVIEW & EASEMENT
ATTAINMENT**

The Village is the recipient of some remaining DCEO-administered Hurricane Ike project revenues. Due to these project dollars remaining from federal dollars related to 2008 relief, the money must be expended immediately; the State of Illinois is within the last months of being able to expend its funding. The Coaler Lift Station is to be completed prior this upcoming winter. Staff has been working on the necessary components from the design and bidding of the project to the design of necessary easements and the agreements to get such easements recorded.

Project Bid

Chamlin Engineering is conducting a bid opening on Tuesday to gain bids from over 10 construction companies who have pulled the prints to bid on this project. The results of this bid will be available by Wednesday's meeting. The work will remove the Coaler Lift Station located on the west side of the intersection of Elizabeth & Coaler Streets with a deep gravity line. In order to connect the new line with the existing infrastructure, the line will run northward from the lift station, turn east within the School District property, north of W. Oak Street and then turn eastward along the north side of Oak Street east of Ann Street until it turns northward at DiPaolo until it turns eastward again within the existing easement halfway within the "Hornsby property." As soon as these bids are available, they shall be distributed. In addition to the underground infrastructure, the storm behind the residential properties on the north side of Oak Street will be drained eastward towards the large ditch at the ComEd bikepath and Oak Street's missing pavement section between DiPaolo and Ann will be completed.

Easement Attainment

There are three different agreements to be agreed upon in order to gain the proper location for Village infrastructure.

The first is re-recording the easement through the Hornsby property in which the water main and sanitary sewer will be installed. In addition, the over ground storm shall be installed at the south end of the property to allow for positive drainage for the adjacent residential neighbors to the existing farm field. Due to the timing of construction, a \$1,000 crop damage payment is provided within the agreement for these easements.

The School District shall provide an easement to allow the sanitary to be installed southward from the end of the Hornsby field down towards Oak Street. In addition to this section, the

School District shall provide an easement south of the ball fields and north of the existing residential homes in order to allow the sanitary line to be installed westward to the west side of Coaler Street.

The last portion requiring an agreement is the dedication of right of way from Jim Fredin who owns an orphan parcel west of DiPaolo along Oak Street. Everything had been developed around this area, but this parcel has remained. The agreement prepared for this section shall require the land owner to contribute ½ of the total cost of the road to be installed within this section; this obligation shall be liened against the property and be an obligation to be paid at the time the property is transferred or a permit is issued.

Any materials not provided at this time shall be distributed as they become available.

Recommendation:

- 1.) Adopt Resolution No. _____: Dedicating an Easement for the placement of utilities across the Hornsby Property according to Agreement terms.
- 2.) Adopt Resolution No. _____: Dedicating an Easement for the placement of utilities across the School District property according to Agreement terms.
- 3.) Adopt Resolution No. _____: Dedicating a right of way for the Construction of Oak Street west of DiPaolo according to Agreement terms.
- 4.) Approve the lowest responsible bidder as recommended by the Village Engineer.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH ARTHUR F. HORNSBY AND KATHLEEN A. HORNSBY, AS TRUSTEES
UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____, AND
KNOWN AS TRUST NO. _____
TO ENABLE THE INSTALLATION AND MAINTENANCE OF WATERMAIN,
SANITARY SEWER, AND STORM SEWER FACILITIES ON CERTAIN REAL
PROPERTY**

(PIN 09-03-126-002)

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

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH ARTHUR F. HORNSBY AND KATHLEEN A. HORNSBY, AS TRUSTEES
UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____, AND
KNOWN AS TRUST NO. _____
TO ENABLE THE INSTALLATION AND MAINTENANCE OF WATERMAIN,
SANITARY SEWER, AND STORM SEWER FACILITIES ON CERTAIN REAL
PROPERTY**

(PIN 09-03-126-002)

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

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

WHEREAS, the Arthur F. Hornsby and Kathleen A. Hornsby, as Trustees under the provisions of A Trust Agreement Dated _____, and known as Trust No. (cumulatively, "Owner") own that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-126-002 ("Property") and legally described in Exhibit 1 to the *NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS* ("Agreement") attached hereto and by this reference made a part hereof;

WHEREAS, the Village and Owner have negotiated non-exclusive permanent easements providing for the placement, construction, operation and maintenance of a potable water line and storm sewer facilities on the Owner's real property as legally described and depicted in the exhibits to the Agreement, the right to replace an existing sanitary sewer within an existing easement on the Property, all as more particularly set forth in the Agreement (the aforesaid improvements shall be known as the "Water Facilities," "Sanitary Sewer Facilities," and "Storm

Sewer Facilities,” respectively), and temporary easements on the Property for the purpose of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Water Facilities, Sanitary Sewer Facilities, and Storm Sewer Facilities; and

WHEREAS, the Agreement will enable the Village to provide and enhance essential services to Village residents; and

WHEREAS, the Village Board has considered the terms and conditions provided in the attached Agreement and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

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

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

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature as may be required. The Village Clerk is further authorized and directed to record the Agreement at the Grundy County Recorder of Deeds following mutual execution by all parties. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of

this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2019.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT
EASEMENTS AND
TEMPORARY CONSTRUCTION EASEMENTS**

Appended on following page(s)

**This document prepared by
and after recording should be
sent to:**

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

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT
EASEMENTS AND
TEMPORARY CONSTRUCTION EASEMENTS**

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2019, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the “**Village**”) and the Owner, ARTHUR F. HORNSBY AND KATHLEEN A. HORNSBY, AS TRUSTEES UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____, AND KNOWN AS TRUST NO. _____ (“**Grantor**”).

W I T N E S S E T H:

A. Grantor is the owner of that certain parcel of land located in Grundy County, Illinois, legally described on **Exhibit A** attached hereto and made a part hereof (the “**Subject Parcel**”).

B. The Village desires to install, own, operate and maintain a potable water line and related attachments, equipment and appurtenant structures (the “**Water Facilities**”) in, to, upon, over, across, under and through the Subject Parcel in that specific portion of the Subject Parcel shown and labeled “20’ WIDE PERMANENT EASEMENT FOR WATER MAIN” on the easement plat attached hereto as **Exhibit B** and made a part hereof (the “**Permanent Watermain Easement Premises**”).

C. The Village additionally desires to replace, own, operate and maintain a sanitary sewer and related attachments, equipment and appurtenant structures (the “**Sanitary Sewer Facilities**”) in, to, upon, over, across, under and through that specific portion of the Subject Parcel already encumbered by a utility easement granted to the County Board of School Trustees of Grundy County, Illinois, for the use and benefit of Coal City Community Unit School District Number 1 (“**School District**”) via quitclaim deed recorded at the Grundy County Recorder of Deeds on February 16, 1970 as Instrument No. 216969 (the “**School District Sewer Easement**”). The School District Sewer Easement is shown and labeled as “EXISTING 20’ WIDE UTILITY EASEMENT” on the easement plat attached hereto as **Exhibit B** (the “**School District Sewer Easement Premises**”).

D. The Village’s installation of the Water Facilities within the Permanent Watermain Easement

Premises and the Sanitary Sewer Facilities within the School District Sewer Easement requires temporary use in, to, upon, over, across, under and through that specific portion of the Subject Parcel shown and labeled as "75' TEMPORARY EASEMENT FOR CONSTRUCTION" on the easement plat attached hereto as Exhibit B (the "**Temporary Utility Construction and Maintenance Easement Premises**") for installation and maintenance purposes.

E. The Village desires to install, own, operate and maintain a storm sewer main and related attachments, equipment and appurtenant structures (the "**Storm Sewer Facilities**") in, to, upon, over, across, under and through the Subject Parcel in that specific portion of the Subject Parcel shown and labeled as " " on the easement plat attached hereto as Exhibit C and made a part hereof (the "**Permanent Storm Sewer Easement Premises**").

F. The Village's installation of the Storm Sewer Facilities within the Permanent Storm Sewer Easement Premises requires temporary use in, to, upon, over, across, under and through that specific portion of the Subject Parcel shown and labeled as " " on the easement plat attached hereto as Exhibit C (the "**Temporary Storm Sewer Construction and Maintenance Easement Premises**") for installation and maintenance purposes.

G. Grantor and the Village (collectively, the "**Parties**") mutually desire that Grantor hereby create and grant permanent easements in, to, upon, over, across, under and through the Permanent Watermain Easement Premises and the Permanent Storm Sewer Easement Premises, and temporary construction and maintenance easements in, to, upon, over, across, under and through the Temporary Utility Construction and Maintenance Easement Premises and the Temporary Storm Sewer Construction and Maintenance Easement Premises for the purposes of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Water Facilities, the Sanitary Sewer Facilities, and the Storm Sewer Facilities upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.
2. **Grant and Use of Permanent Watermain Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a permanent, non-exclusive easement (the "**Permanent Watermain Easement**") in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a "**Grantee**"), in, upon, over, under, through and across the Permanent Watermain Easement Premises and each portion thereof for the purposes of installing, constructing, inspecting, testing operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Water Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Permanent Watermain Easement

Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Water Facilities remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Permanent Watermain Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Permanent Watermain Easement Premises. No fences, landscaping, structures or trees shall be placed in the Permanent Watermain Easement Premises without the approval of Grantee. The term of the Permanent Watermain Easement shall commence upon the Effective Date and continue indefinitely thereafter.

3. **Grant and Use of Temporary Utility Construction and Maintenance Easement.**

Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a temporary, non-exclusive easement (the “**Temporary Utility Construction and Maintenance Easement**”) in, upon, over, under, through and across the Temporary Utility Construction and Maintenance Easement Premises and each portion thereof, in favor of Grantee, for the purposes, from time to time, of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Water Facilities and the Sanitary Sewer Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Temporary Utility Construction and Maintenance Easement Premises for persons and equipment to do any or all of the above work. The term of this Temporary Utility Construction and Maintenance Easement shall be intermittent, but for only such time as the Grantee needs, from time to time, to install, stage, construct, inspect, test, operate, replace, renew, alter, enlarge, remove, repair, clean and maintain the Water Facilities and the Sanitary Sewer Facilities, and for each occurrence no longer than three (3) months. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Temporary Utility Construction and Maintenance Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Temporary Utility Construction and Maintenance Easement Premises. No fences, landscaping, structures or trees shall be placed in the Temporary Utility Construction and Maintenance Easement Premises without the approval of Grantee. Grantee agrees to give Grantor ten (10) business days written notice prior to initially entering upon the Subject Property for the purpose of commencing the initial installation and construction of the Water Facilities and the Sanitary Sewer Facilities and prompt notice any other time entry is necessary for the purposes herein described.

4. **Grant and Use of Permanent Storm Sewer Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a permanent, non-exclusive easement (the “**Permanent Storm Sewer Easement**”) in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a “**Grantee**”), in, upon, over, under, through and across the Permanent Storm Sewer Easement Premises and each portion thereof for the purposes of installing, constructing, inspecting, testing operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Water Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Permanent Storm Sewer Easement Premises for persons and equipment to do any or all of the above work in accordance with

standard Village practices and having the Water Facilities remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Permanent Storm Sewer Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Permanent Storm Sewer Easement Premises. No fences, landscaping, structures or trees shall be placed in the Permanent Storm Sewer Easement Premises without the approval of Grantee. The term of the Permanent Storm Sewer Easement shall commence upon the Effective Date and continue indefinitely thereafter.

5. **Grant and Use of Temporary Utility Construction and Maintenance Easement.**

Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a temporary, non-exclusive easement (the "**Temporary Storm Sewer Construction and Maintenance Easement**") in, upon, over, under, through and across the Temporary Storm Sewer Construction and Maintenance Easement Premises and each portion thereof, in favor of Grantee, for the purposes, from time to time, of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Storm Sewer Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Temporary Storm Sewer Construction and Maintenance Easement Premises for persons and equipment to do any or all of the above work. The term of this Temporary Storm Sewer Construction and Maintenance Easement shall be intermittent, but for only such time as the Grantee needs, from time to time, to install, stage, construct, inspect, test, operate, replace, renew, alter, enlarge, remove, repair, clean and maintain the Storm Sewer Facilities, and for each occurrence no longer than three (3) months. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Temporary Storm Sewer Construction and Maintenance Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Temporary Storm Sewer Construction and Maintenance Easement Premises. No fences, landscaping, structures or trees shall be placed in the Temporary Storm Sewer Construction and Maintenance Easement Premises without the approval of Grantee. Grantee agrees to give Grantor ten (10) business days written notice prior to initially entering upon the Subject Property for the purpose of commencing the initial installation and construction of the Storm Sewer Facilities and prompt notice any other time entry is necessary for the purposes herein described.

6. **Covenants of Grantee.** Neither Grantee nor the Village shall have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than (i) the Water Facilities on, over, across and under the Permanent Watermain Easement Premises, (ii) the Sanitary Facilities on, over, across and under the School District Sewer Easement Premises, (iii) the Storm Sewer Facilities on, over, across and under the Permanent Storm Sewer Easement Premises; (b) perform any work on the Subject Property other than within the Temporary Utility Construction and Maintenance Easement Premises, the Temporary Storm Sewer Construction and Maintenance Easement Premises, the Permanent Watermain Easement Premises, the School District Sewer Easement Premises, and the Permanent Storm Sewer Easement Premises; or (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the

Grantee's or Village's direction or sufferance. As soon as is practicable following the completion of any Grantee's work within the Permanent Watermain Easement Premises, the School District Sewer Easement Premises, and the Permanent Storm Sewer Easement Premises, Temporary Utility Construction and Maintenance Easement Premises, or Temporary Storm Sewer Construction and Maintenance Easement Premises, such Grantee shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by Grantee at its sole cost and expense. The covenants provided herein by Grantee and the Village shall in each instance be deemed separately given and in no case joint and several.

7. **Consideration.** For and in consideration of One Thousand and No/100 Dollars (\$1,000.00) and the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantor caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Village which may cause damage to the rest of Grantor's property.

8. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Water Facilities, the Sanitary Sewer Facilities, or the Storm Sewer Facilities, and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted.

9. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Permanent Watermain Easement Premises, the School District Sewer Easement Premises, the Permanent Storm Sewer Easement Premises, the Temporary Utility Construction and Maintenance Easement Premises, and the Temporary Storm Sewer Construction and Maintenance Easement Premises.

10. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds and each party hereto hereby authorizes the other party to so record this instrument.

11. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

12. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement or any work performed within the Permanent Watermain Easement Premises, the School District Sewer Easement Premises, the Permanent Storm Sewer Easement Premises, the Temporary Utility Construction and Maintenance Easement Premises, and the Temporary Storm Sewer Construction and Maintenance Easement Premises.

13. **Amendments.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Village and Grantee.

14. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Grantor:

With a copy to:

The Village:

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

With a copy to:

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Attention: Mark Heinle

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

15. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

16. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to

obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys' fees, court costs and related costs.

17. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party's exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

18. **Condemnation.** If any or all of the Permanent Watermain Easement Premises, the School District Sewer Easement Premises, the Permanent Storm Sewer Easement Premises, the Temporary Utility Construction and Maintenance Easement Premises, or the Temporary Storm Sewer Construction and Maintenance Easement Premises shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

19. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

20. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

21. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

GRANTOR:

ARTHUR F. HORNSBY AND KATHLEEN A. HORNSBY, AS TRUSTEES UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED _____, AND KNOWN AS TRUST NO. _____

Name: _____

Its: _____

Name: _____

Its: _____

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 ARTHUR F. HORNSBY, as Trustee of a Trust Agreement Dated ____ and Known as Trust No. _____ ("Trust") and KATHLEEN A. HORNSBY, as Trustee of the aforesaid Trust, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trustees, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary acts of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2019.

Notary Public

THE VILLAGE:

ATTEST:

VILLAGE OF COAL CITY, an Illinois
Municipal Corporation

By: _____
Village Clerk

By: _____
Name: Terry Halliday
Title: President

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, President of the VILLAGE OF COAL CITY, and Pamela Noffsigner, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2019.

Notary Public

EXHIBIT A

“Subject Parcel”

INSERT LEGAL DESCRIPTION

P.I.N.: 09-03-126-002

PERMANENT EASEMENT

LEGAL DESCRIPTION

A 20-foot wide permanent easement being part of the Northwest Quarter of Section 3, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, the centerline of which is described as follows:

Commencing at the Northwest Corner of Lot 1 in Meadowview Subdivision according to the Plat thereof recorded as Document No. 318612 in the Office of the Grundy County Recorder; thence on an assumed bearing of North 01° 15' 10" West on the East Line of Di Paolo Drive dedicated right-of-way to the Village of Coal City as per Book 426, Page 219 in the Office of the Grundy County Recorder, 472.62 feet to the Point of Beginning of said centerline; thence North 88° 20' 54" East on said centerline, 847.25 feet to the Point of Terminus on the East Line of the Northwest Quarter of Section 3, also being the West Line of property quit claimed from Commonwealth Edison to the Village of Coal City per Quit Claim Deed recorded in Book 337, Page 2 in the Office of the Grundy County Recorder; the sidelines of said easement shall be prolonged or shortened so as to begin at the East Line of said Di Paolo Drive and end at East Line of the Northwest Quarter of said Section 3.

ALSO

A temporary construction easement as shown on the Page 1 of this Easement Plat.

EXHIBIT B

Easement Plat

Appended on following two (2) pages, depicting and describing:

Permanent Watermain Easement Premises

Temporary Utility Construction and Maintenance Easement Premises

and depicting:

School District Sewer Easement Premises

EXHIBIT C

Easement Plat

Appended on following two (2) pages, depicting and describing:

Permanent Storm Sewer Easement Premises

Temporary Storm Sewer Construction and Maintenance Easement Premises

PERMANENT EASEMENT

LEGAL DESCRIPTION

A 20-foot wide permanent easement being part of the Northwest Quarter of Section 3, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, described as follows:

A 20-foot wide strip lying North of and adjacent to the North Line of Meadowview Subdivision according to the Plat thereof recorded as Document No. 318612 in the Office of the Grundy County Recorder; the West limit of said easement shall be the East Line of Di Paolo Drive dedicated right-of-way to the Village of Coal City as per Book 426, Page 219 in the Office of the Grundy County Recorder and the East limit shall be the East Line of the Northwest Quarter of said Section 3.

ALSO

A temporary construction easement as shown on the Page 1 of this Easement Plat.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1
TO ENABLE THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER
FACILITIES ON CERTAIN REAL PROPERTY**

(PIN 09-03-101-001)

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1
TO ENABLE THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER
FACILITIES ON CERTAIN REAL PROPERTY**

(PIN 09-03-101-001)

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

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

WHEREAS, the COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 is an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the “District”); and

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

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village and the District are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, the District owns that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-101-001 (“Property”) and legally described in

Exhibit 1 to the *NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT* (“Agreement”) attached hereto and by this reference made a part hereof;

WHEREAS, the Village and District have negotiated non-exclusive permanent easements providing for the placement, construction, operation and maintenance of sanitary sewer facilities and related equipment and appurtenances (the “Sanitary Sewer Facilities”) on the District’s real property as legally described and depicted in the exhibits to the Agreement and a temporary easement on the Property for the purpose of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Sanitary Sewer Facilities; and

WHEREAS, the Agreement will enable the Village to provide and enhance essential services to Village residents; and

WHEREAS, the Village Board has considered the terms and conditions provided in the attached Agreement and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

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

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

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal

thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Clerk is further authorized and directed to record the Agreement at the Grundy County Recorder of Deeds following mutual execution by all parties. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

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

SECTION 5. EFFECTIVENESS.

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2019.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT SANITARY
SEWER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

Appended on following pages

**This document prepared by
and after recording should be
sent to:**

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

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING PERMANENT SANITARY
SEWER EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the “**Village**”) and COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, an Illinois body corporate and politic (“**Grantor**”).

W I T N E S S E T H:

A. Grantor is the owner of that certain parcel of land located in Grundy County, Illinois, legally described on **Exhibit A** attached hereto and made a part hereof (the “**Subject Parcel**”).

B. The Village desires to install, own, operate and maintain a sanitary sewer and related attachments, equipment and appurtenant structures (the “**Sanitary Sewer Facilities**”) in, to, upon, over, across, under and through the Subject Parcel in that specific portion of the Subject Parcel shown and labeled “15’ WIDE PERMANENT EASEMENT” on the easement plat attached hereto as **Exhibit B** and made a part hereof (the “**Permanent Sanitary Sewer Easement Premises**”).

C. The Village’s installation of the Sanitary Sewer Facilities within the Permanent Sanitary Sewer Easement Premises requires temporary use in, to, upon, over, across, under and through that specific 33’ wide portion of the Subject Parcel adjacent to and immediately south of the Permanent Sanitary Sewer Easement Premises, generally described as being south of the fence on the Subject Property and north of the parcels bearing permanent index numbers 09-03-151-004 and 09-03-151-00 (the “**Temporary Construction and Maintenance Easement Premises**”) for installation and maintenance purposes.

D. Grantor and the Village (collectively, the “**Parties**”) mutually desire that Grantor hereby create and grant a permanent easements in, to, upon, over, across, under and through the Permanent Sanitary Sewer Easement Premises, and temporary construction and maintenance easements in, to, upon, over, across, under and through the Temporary Construction and Maintenance Easement Premises for the purposes of installing, constructing, inspecting, operating, replacing, renewing,

altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Sanitary Sewer Facilities upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.

2. **Grant and Use of Permanent Sanitary Sewer Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a permanent, non-exclusive easement (the “**Sanitary Sewer Easement**”) in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a “**Grantee**”), in, upon, over, under, through and across the Permanent Sanitary Sewer Easement Premises and each portion thereof for the purposes of installing, constructing, inspecting, testing operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Sanitary Sewer Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Permanent Sanitary Sewer Easement Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Sanitary Sewer Facilities remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Permanent Sanitary Sewer Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Permanent Sanitary Sewer Easement Premises. No fences, landscaping, structures or trees shall be placed in the Permanent Sanitary Sewer Easement Premises without the approval of Grantee. The term of the Permanent Sanitary Sewer Easement shall commence upon the Effective Date and continue indefinitely thereafter.

3. **Grant and Use of Temporary Construction and Maintenance Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grants, declares, gives and conveys a temporary, non-exclusive easement (the “**Temporary Construction and Maintenance Easement**”) in, upon, over, under, through and across the Temporary Construction and Maintenance Easement Premises and each portion thereof, in favor of Grantee, for the purposes, from time to time, of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Sanitary Sewer Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Temporary Construction and Maintenance Easement Premises for persons and equipment to do any or all of the above work. The term of this Temporary Construction and Maintenance Easement shall be intermittent, but for only such time as the Grantee needs, from time to time, to install, stage, construct, inspect, test, operate, replace, renew, alter, enlarge, remove, repair, clean and maintain the Sanitary Sewer Facilities, and for each occurrence no longer than three (3) months. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Temporary Construction and Maintenance Easement Premises as well as

remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Temporary Construction and Maintenance Easement Premises. No fences, landscaping, structures or trees shall be placed in the Temporary Construction and Maintenance Easement Premises without the approval of Grantee. Grantee agrees to give Grantor ten (10) business days written notice prior to initially entering upon the Subject Property for the purpose of commencing the initial installation and construction of the Sanitary Sewer Facilities and prompt notice any other time entry is necessary for the purposes herein described.

4. **Covenants of Grantee.** Neither Grantee nor the Village shall have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than (i) the Sanitary Sewer Facilities on, over, across and under the Permanent Sanitary Sewer Easement Premises; (b) perform any work on the Subject Property other than within the Temporary Construction and Maintenance Easement Premises, and the Permanent Sanitary Sewer Easement Premises; or (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the Grantee's or Village's direction or sufferance. As soon as is practicable following the completion of any Grantee's work within the Permanent Sanitary Sewer Easement Premises and the Temporary Construction and Maintenance Easement Premises, such Grantee shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by Grantee at its sole cost and expense. The covenants provided herein by Grantee and the Village shall in each instance be deemed separately given and in no case joint and several.

5. **Consideration.** For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantor caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Village which may cause damage to the rest of Grantor's property.

6. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Sanitary Sewer Facilities and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted.

7. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Permanent Sanitary Sewer Easement Premises and the Temporary Construction and Maintenance Easement Premises.

8. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds and each party hereto hereby authorizes the other party to so record this instrument.

9. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

10. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement or any work performed within the Permanent Sanitary Sewer Easement Premises and the Temporary Construction and Maintenance Easement Premises.

11. **Amendments.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the Parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Village and Grantee.

12. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Grantor: Coal City Community Unit School District No. 1
550 S Carbon Hill Road
Coal City, IL 60416
ATTN: Superintendant

With a copy to: _____

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

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

Addressees and addresses may be changed by the parties by notice given in accordance with the

provisions hereof.

13. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

14. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys’ fees, court costs and related costs.

15. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party’s exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

16. **Condemnation.** If any or all of the Permanent Sanitary Sewer Easement Premises or the Temporary Construction and Maintenance Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

17. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

18. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

19. **Headings/Exhibits.** The Article headings in this Agreement are for convenience

only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

**COAL CITY COMMUNITY SCHOOL
DISTRICT NUMBER 1**

By: _____
Village President

By: _____
Board President

ATTEST

ATTEST

By: _____
Village Clerk

By: _____
Board Secretary

EXHIBIT A

“Subject Parcel”

INSERT LEGAL DESCRIPTION

P.I.N.: 09-03-101-001

PERMANENT EASEMENT

LEGAL DESCRIPTION

A 15-foot wide permanent easement being part of the Northwest Quarter of Section 3, Township 32 North, Range 8 East of the Third Principal Meridian, Grundy County, Illinois, the centerline of which is described as follows:

Commencing at the Northwest Corner of Lot 9 in High School Subdivision, Phase 2 according to the Plat thereof recorded as Document No. 352494 in the Office of the Grundy County Recorder; thence on an assumed bearing of South 88° 41' 19" West on the North Line of the Southwest Quarter of the Northwest Quarter of Section 3, also being the North Right-of-Way Line of Oak Street, 49.44 feet to the Point of Beginning of said centerline; thence North 57° 01' 45" East on said centerline, 47.72 feet; thence North 88° 35' 32" East on said centerline, 315.88 feet; thence South 18° 16' 59" East on said centerline, 26.73 feet to the Point of Terminus on the North Line of the Southwest Quarter of the Northwest Quarter of Section 3, also being the North Right-of-Way Line of Oak Street; the sidelines of said easement shall be prolonged or shortened as to begin and end at the North Line of the Southwest Quarter of the Northwest Quarter of said Section 3, also being the North Right-of-Way Line of Oak Street.

EXHIBIT B

Easement Plat

Appended on following two (2) pages, depicting and describing:

Permanent Sanitary Sewer Easement Premises

4837-2538-9963, v. 1

LEGEND

- EXISTING RIGHT-OF-WAY LINE
- PERMANENT EASEMENT LINE
- CENTERLINE

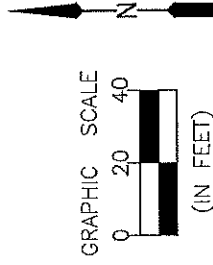
EASEMENT PLAT

FOR
**PART OF THE NORTHWEST QUARTER OF SECTION 3
T. 32 N., R. 8 E. OF THE 3rd P.M.
BRACEVILLE TOWNSHIP, GRUNDY COUNTY, ILLINOIS**
FEBRUARY, 2019

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

P.O.T. POINT OF TERMINUS



15' WIDE PERMANENT EASEMENT

N 88°35'32" E
315.88'

S 18°16'59" E
26.73'

N 57°01'45" E
47.72'

NORTH LINE OF THE
S.W. 1/4 OF THE
SECTION 3
AND THE NORTH
RIGHT-OF-WAY LINE
OF OAK STREET

P.O.B.
CENTERLINE 15' WIDE
PERMANENT EASEMENT

P.O.C.
N.W. CORNER
OF LOT 9

LOT 9

LOT 12

LOT 11

OAK ST.

COALER DRIVE

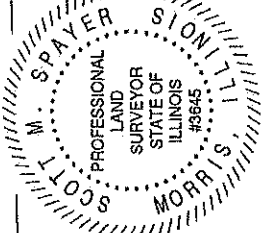
ANN ST.

P.O.T.
CENTERLINE 15' WIDE
PERMANENT EASEMENT

SCHOOL SUBDIVISION
PHASE 2
DOC. 352494

SCHOOL SUBDIVISION
PHASE 1
DOC. 336073

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



I, SCOTT M. SPAYER, HEREBY CERTIFY THAT THIS
DOCUMENT WAS PREPARED UNDER MY DIRECTION
Scott M. Spayer
DATE 3/19/19

ILL. PLS NO. 035-003645

DRAWN BY: LAG	DATE: 02/18/2019
CHECKED BY: SMS	SCALE: AS NOTED
CAD: 000-EASE-SCHOOL.DWG	FILE NO.: 5797.00Y-3

CHAMLIN
ASSOCIATES, INC.

PERU OTTAWA MORRIS
ILLINOIS

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO A DEDICATION AGREEMENT
WITH FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO
FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS
60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS
OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND
KNOWN AS TRUST NUMBER 221, FOR PURPOSES OF CONNECTING AND
COMPLETING OAK STREET AND INSTALLING PUBLIC UTILITIES THEREIN**

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ENTRY INTO A DEDICATION AGREEMENT WITH FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND KNOWN AS TRUST NUMBER 221, FOR PURPOSES OF CONNECTING AND COMPLETING OAK STREET AND INSTALLING PUBLIC UTILITIES THEREIN

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

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

WHEREAS, Section 3 of the Plat Act (765 ILCS 205/3) provides that a statutory dedication of land occurs when a) a property owner files or records a plat that marks or notes the portions of the land as donated or granted to the public; and b) a public entity accepts the dedication; and

WHEREAS, FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND KNOWN AS TRUST NUMBER 221, FOR PURPOSES OF CONNECTING AND COMPLETING OAK STREET AND INSTALLING PUBLIC UTILITIES THEREIN (“Owner”) owns that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-183-006 and legally described on Exhibit A (the “Property”) of the *Street Dedication and Improvement Agreement* attached hereto as **Exhibit 1** (the “Agreement”); and

WHEREAS, Owner desires to dedicate a portion of the Property (the “Dedicated Property”) for public street or highway purposes and for public utility purposes, as shown and legally described on the “Right-of-Way Conveyance Plat” attached as Exhibit B to the Agreement; and

WHEREAS, the Village desires to approve the Right-of-Way Conveyance Plat (the “Plat”) and accept dedication of the Dedicated Property for public street or highway purposes and for public utility purposes; and

WHEREAS, the Village and Owner have negotiated the Agreement, setting forth the respective obligations of the parties with respect to the dedication, improvement and allocation of the costs of improving the Dedicated Property; and

WHEREAS, the Agreement will enable the Village to provide and enhance essential services to Village residents and provide improved motor vehicle circulation within the Village; and

WHEREAS, the Corporate Authorities have considered the terms and conditions of the Agreement and find that entering into said Agreement is in the best interest of the Village and the residents thereof;

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

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

SECTION 2. ENACTMENT.

A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Clerk is further authorized and directed to record the Agreement at the Grundy County Recorder of Deeds following mutual execution by all parties. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

B. The Village accepts the dedication of all of the right, title, and interest in the Dedicated Property for public street or highway purposes and for public utility purposes as of the date on which the Agreement is executed by all parties thereto. At such time, the Village Clerk is authorized and directed to record the Plat at the Grundy County Recorder of Deeds.

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

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

SECTION 5.

EFFECTIVENESS.

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2019.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

STREET DEDICATION AND IMPROVEMENT AGREEMENT

Appended on following pages

**This document prepared by
and after recording should be
sent to:**

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

STREET DEDICATION AND IMPROVEMENT AGREEMENT

THIS STREET DEDICATION AND IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the “**Village**”) and FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND KNOWN AS TRUST NUMBER 221 (“**Owner**”).

W I T N E S S E T H:

- A. The Village is the owner of a public right-of-way known as Oak Street.
- B. Owner is the owner of that certain parcel of land located in Grundy County, Illinois, bearing permanent index number 09-03-183-006 and legally described on **Exhibit A** attached hereto and made a part hereof (the “**Property**”).
- C. Oak Street dead-ends at the Property.
- D. Oak Street is improved for vehicular traffic west of the Property and most points to the east of the Property.
- E. Uniting the improved stretches of Oak Street west and east of the Property would afford a more direct and continuous east-west route through the Village for residents and first responders.
- F. Extending the improved portions of Oak Street would improve vehicular access to and the value of the Property.
- G. The Village desires to install, own, operate and maintain a potable water line and related attachments, equipment and appurtenant structures (the “**Water Facilities**”) in, to, upon, over, across, under and through a portion of the Property shown and legally described on the attached

Right-of-Way Conveyance Plat attached hereto as **Exhibit B** (the “**Dedicated Property**”). The Water Facilities will benefit Village residents and the occupants of any future residential development on the Property.

H. The Village and Owner (collectively, the “**Parties**”) have negotiated the terms associated with Owner’s dedication of the Dedicated Property.

I. The Village is willing to accept such dedication and to convert and improve the dedicated property to a public right-of-way for roadway purposes.

J. The Parties mutually desire that Owner dedicate the Dedicated Property to the Village and that the Village improve the Dedicated Property with the Water Facilities and for roadway purposes and wish to confirm their respective obligations to each other in this Agreement, as a condition of the Village accepting the public right-of-way dedication.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the Parties.

2. **Right-of-Way Conveyance Plat.** The Village has prepared, at its expense, a Right-of-Way Conveyance Plat (the “**Plat**”) showing the dedication of the Dedicated Property to the Village for public right-of-way. Owner shall sign the Plat. The Village shall approve the Plat and shall sign and record the Plat. Owner shall have no payment obligation with regards to the preparation and approval of this Plat. Owner further agrees to cause the Dedicated Property to be conveyed to the Village by quitclaim deed (in addition to the recording of the Plat) or such other means as may be necessary or convenient to effectuate the purposes of this Agreement. There shall be no encumbrances on the Dedicated Property including but not limited to special service areas, recapture fees, mortgages, liens or any other financial obligation.

3. **Village Improvements.** The Village is responsible and obligated to patch and resurface the dedicated right-of-way to Village street standards. In the event that the Village causes any damage to the Property during the course of construction, the Village shall promptly repair and restore said Property at the Village’s expense. The Village intends to bundle this road improvement project with other road improvement and infrastructure projects performed in the immediate area to obtain maximum cost savings for Village taxpayers, and this road improvement work is subject to budgetary constraints of the Village. Nonetheless, the Village anticipates performing this road improvement work within one (1) year from the effective date of this Agreement.

4. **Village Maintenance.** Upon the recording of the Plat, the Village shall thereafter be solely responsible for the maintenance of the dedicated right-of-way. This maintenance includes snow removal, patching and other required maintenance. Once the dedicated

right-of-way is initially improved by the Village, the Village shall continue to be solely responsible for the maintenance thereof.

5. **Shared Cost of Improvements.**

- A. In consideration for the mutual respective rights and obligations hereunder, the Parties have agreed to evenly share the cost of the initial improvement of the Dedicated Property to Village street standards. The itemized cost of such initial improvements shall be appended to this Agreement as **Exhibit C** and shall hereafter be known as the “**Dedicated Property Improvement Cost.**” The Parties agree that the Dedicated Property Improvement Cost shall be computed on a pro-rata per-square footage basis and shall be exclusive of the costs of installing the Water Facilities thereunder.
- B. Until the Village is paid 50% of the Dedicated Property Improvement Cost (the “**Owner’s Share**”), this Agreement shall be a lien against the Property in the amount of the Owner’s Share. Said lien shall be deemed perfected on the date this Agreement is recorded against the Property. The Village may enforce such lien in foreclosure proceedings as permitted by law.

6. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds and each party hereto hereby authorizes the other party to so record this instrument.

7. **Indemnification and Release of Claims.** Village hereby agrees to and shall protect, defend, indemnify, and hold harmless Owner from and against any and all claims, damages, costs and expenses (including reasonable attorneys’ fees), that may be sustained due to the negligent activities, operations or use by Village, its agents, employees and contractors, and those claiming by, through or under the Village.

8. **Insurance.** Village shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Owner from all claims that may arise out of or result from the Agreement or any work performed to improve the Dedicated Property.

9. **Amendments.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Village and Owner.

10. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Owner:

FIRST MIDWEST TRUST COMPANY, N.A.,
SUCCESSOR IN INTEREST TO FIRST MIDWEST BANK,
N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS
60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE
UNDER THE PROVISIONS OF A TRUST AGREEMENT
DATED THE 10TH DAY OF DECEMBER, 1974 AND
KNOWN AS TRUST NUMBER 221

With a copy to:

Village:

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

With a copy to:

Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Attention: Mark Heinle

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

11. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

12. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys’ fees, court costs and related costs.

13. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a

waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party's exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

14. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

15. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

16. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

OWNER:

FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND KNOWN AS TRUST NUMBER 221

Name: _____

Its: _____

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 _____ [name], as _____ [title] of FIRST MIDWEST TRUST COMPANY, N.A., SUCCESSOR IN INTEREST TO FIRST MIDWEST BANK, N.A., OF 121 N. CHICAGO STREET, JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 10TH DAY OF DECEMBER, 1974 AND KNOWN AS TRUST NUMBER 221

("Trustee"), personally known to me to be the same person whose names is subscribed to the foregoing instrument on behalf of such Trustee, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his or her own free and voluntary act and as the free and voluntary acts of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2019.

Notary Public

THE VILLAGE:

ATTEST:

VILLAGE OF COAL CITY, an Illinois
Municipal Corporation

By: _____
Village Clerk

By: _____
Name: Terry Halliday
Title: President

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, President of the VILLAGE OF COAL CITY, and Pamela Noffsigner, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2019.

Notary Public

EXHIBIT A

"Property"

Commencing at the Southwest Corner of Lot 2 of Mar-Leen Subdivision Fifth Addition, being a subdivision located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East, of the Third Principal Meridian, said point being the Point of Beginning; thence South 89 degrees 55 minutes 53 seconds West along the North Line of Mar-Leen Subdivision Third Addition for a distance of 271.32 feet to the Northwest Corner of said Third Addition; thence North 00 degrees 01 minutes 53 seconds East for a distance of 235.65 feet; thence North 89 degrees 50 minutes 44 seconds East for a distance of 271.33 feet to the Northwest Corner of Mar-Leen Subdivision Fifth Addition; thence South 00 degrees 01 minutes 53 seconds West along the West Line of said Fifth Addition for a distance of 236.42 feet to the Point of Beginning, containing 1.47 acres, more or less, all located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East, of the Third Principal Meridian, Village of Coal City.

P.I.N.: 09-03-183-006

EXHIBIT B

Right-of-Way Conveyance Plat

Appended on following page(s)

LEGEND

- BOUNDARY OF PROPERTY TO BE CONVEYED TO THE VILLAGE OF COAL CITY
- EXISTING RIGHT-OF-WAY LINE
- POINT OF BEGINNING

P.O.B.

NORTHWEST CORNER OF MAR-LEEN SUBDIVISION FIFTH ADDITION

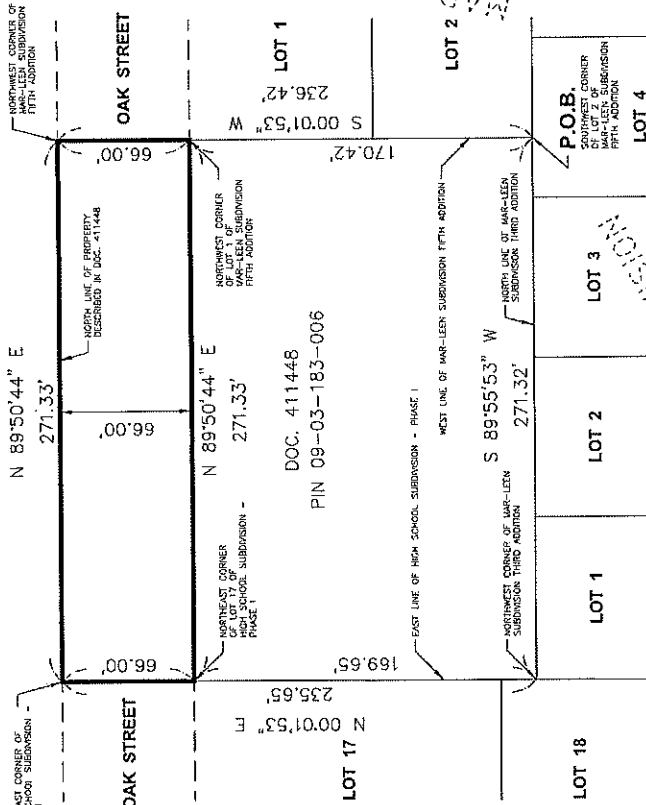
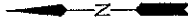
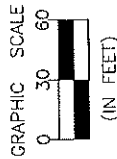
RIGHT - OF - WAY CONVEYANCE PLAT

FOR

PART OF THE NORTHWEST QUARTER OF SECTION 3,
T. 32 N., R. 8 E. OF THE 3RD P.M.

VILLAGE OF COAL CITY

MARCH, 2019



LEGAL DESCRIPTION

The North 66.00 feet of the following described property:

Commencing at the Southwest Corner of Lot 2 of Mar-Leen Subdivision Fifth Addition, being a subdivision located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East, of the Third Principal Meridian, said point being the Point of Beginning; thence South 89 degrees 55 minutes 53 seconds West along the North Line of Mar-Leen Subdivision Third Addition for a distance of 271.32 feet to the Northwest Corner of said Third Addition; thence North 00 degrees 01 minutes 53 seconds East for a distance of 235.65 feet; thence North 89 degrees 50 minutes 44 seconds East for a distance of 271.33 feet to the Northwest Corner of Mar-Leen Subdivision Fifth Addition; thence South 00 degrees 01 minutes 53 seconds West along the West Line of said Fifth Addition for a distance of 236.42 feet to the Point of Beginning, containing 1.47 acres, more or less, all located in the Northwest Quarter of Section 3, Township 32 North, Range 8 East, of the Third Principal Meridian, Village of Coal City.

Total Right-of-Way required is 0.411 acres more or less.

SURVEYOR'S CERTIFICATE

I, Scott M. Spayer, Illinois Professional Land Surveyor, do hereby certify that I have surveyed the lands herein shown and that the above plat is a true and correct representation of said survey and conforms to the Illinois Plat Act, Section 1(b)(6).

Dated at Perry, Illinois this 18th day of March, 2019

BY: *Scott M. Spayer*
Scott M. Spayer
Illinois Professional Land Surveyor No. 035-003645
Chamlin & Associates, Inc.
Expiration date: Nov. 30, 2020



PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-001717
scott@chamlin.com

FIRST MIDWEST TRUST COMPANY,
NATIONAL ASSOCIATION, SUCCESSOR
IN INTEREST TO FIRST MIDWEST BANK / ILLINOIS,
NATIONAL ASSOCIATION, OF 121 N. CHICAGO STREET,
JOLIET, ILLINOIS 60431, ITS SUCCESSOR OR
SUCCESSORS AS TRUSTEE UNDER THE
PROVISIONS OF A TRUST AGREEMENT DATED
THE 10TH DAY OF DECEMBER 1974 KNOWN AS
TRUST NUMBER 221

TOTAL HOLDING	=	1.47 AC.	[63,994 SQ. FT.]	#
TOTAL R.O.W. REQUIRED	=	0.411 AC.	[17,908 SQ. FT.]	±
AREA IN EXISTING R.O.W.	=	0 AC.	[0 SQ. FT.]	±
NET AREA REQ'D	=	0.411 AC.	[17,908 SQ. FT.]	±
REMAINDER	=	1.06 AC.	[46,086 SQ. FT.]	±

PHASE 1
HIGH SCHOOL SUBDIVISION
DOC. 336073

THIRD ADDITION
MAR-LEEN SUBDIVISION
DOC. 28691

FIFTH ADDITION
MAR-LEEN SUBDIVISION
DOC. 320463

EXHIBIT C

Improvement Cost

Appended on following page(s)

4852-9667-6236, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 20, 2019

RE: ADOPTION OF FY20 BUDGET

The Village Board adopts its annual budget each year prior to the end of the current year's fiscal year, which is April 30th. The Board has been conducting budget Hearings and meeting with Department Head to determine the expenses and revenues that should be included within the upcoming year.

A preliminary adopting ordinance has been prepared and a proposed budget shall be available for public inspection at the front counter at Village Hall. Attached is the Preliminary Ordinance as to what can be found in the upcoming FY20 Budget. A budget hearing should be conducted on April 24, 2019 prior to considering its final adoption.

Recommendation:

Set the FY20 Annual Budget Hearing for the evening of April 24, 2019 and consideration of the Annual Budget for the same evening.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 19 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2019/2020**

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

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

ORDINANCE NO. 19 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2019/2020**

WHEREAS, the Village of Coal City ("Village") is a non-home rule municipality operating under the Illinois Municipal Code; and

WHEREAS, in the Village it is the responsibility of the Budget Officer to complete an annual budget, in lieu of an annual appropriation ordinance, which the Village Board is required to adopt before the Fiscal Year to which it applies begins and which fiscal years of the Village begin May 1st of each calendar year; and

WHEREAS, the purpose of the adoption of a budget is to replace the annual appropriation ordinance with a budget which more truly reflects anticipated receipts and disbursements of the Village; and

WHEREAS, the budget is required to contain an estimate of revenue available to the Village for the forthcoming Fiscal Year to which the budget is drafted, together with recommendations for expenditures of the Village and all of its departments, commissions and boards; and, the budget is required to contain actual or estimated revenues and expenditures for the preceding two (2) Fiscal Years of the Village and shall show the specific fund from which each anticipated expenditure shall be made; and

WHEREAS, pursuant to the terms and provisions of 65 ILCS 5/8-2-9.1, et seq., and the Village Code, the Annual Budget for the Village for Fiscal Year 2019/2020 has been duly presented for approval and adoption; and

WHEREAS, said Budget is hereby found to be in good order and in form for adoption;
and

WHEREAS, said Budget was made publicly available for inspection and copying not less than ten days prior to the date of approval; and

WHEREAS, notice of a public hearing on the proposed Budget was published in the Coal City Courant, a newspaper of general circulation within the Village, on April 10, 2019, which was at least one week prior to the date of said public hearing; and

WHEREAS, a public hearing was held on the Budget pursuant to statute on April 24, 2019, and all of those members of the public desiring to speak were given the opportunity; and

WHEREAS, adoption of said Budget is in the best interests of the Village of Coal City.

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

Section 1: The above-stated recitals are incorporated by this reference.

Section 2: The Annual Budget for fiscal year 2019/2020 which is attached hereto as Exhibit "A" is hereby adopted and approved.

Section 3: Within thirty (30) days after the Village enacts its ordinance to adopt its budget, it is required to file a certified copy of the ordinance and the budget with the County Clerks of Grundy and Will Counties, Illinois, same to be accompanied by an estimate of the revenues the Village anticipates receiving during the forthcoming Fiscal Year of the Village, identifying the sources of revenue, with the revenue estimate to be certified by the Village's chief financial office.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval.

Section 5: In the event any portion of this Ordinance is found and determined to be invalid, the invalid portion shall be stricken herefrom and the remainder shall be in full force and effect.

SO ORDAINED this _____ day of April, 2019, at Coal City, Grundy County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

Exhibit A
Village of Coal City
FY20 Proposed Budget

Program No.	Name	FY20 Budgeted Expenditures		FY19 Budgeted Expenditures		FY18 Actual Expenditures		FY17 Actual Expenditures	
		Personnel	Operations	Personnel	Operations	Personnel	Operations	Personnel	Operations
<u>Operational Programs</u>									
01-11	Administration	176,889	982,960	170,198	569,020	695,537	907,287	695,537	907,287
01-21	Police Department	1,982,943	313,337	1,773,388	407,146	2,053,489	1,785,073	2,053,489	1,785,073
01-31	Community Development	171,073	63,675	114,665	68,740	189,005	132,739	189,005	132,739
01-41	Maintenance	355,772	365,144	387,653	317,677	698,727	673,576	698,727	673,576
01-71	Emergency Operations	19,859	12,219	29,022	12,219	29,022	12,589	29,022	12,589
16-00	IMRF/Social Security	255,650	241,811	249,856	241,811	249,856	188,907	249,856	188,907
	General Fund & Levy Funded Subtotal	\$2,686,677	\$2,000,625	\$2,445,904	\$1,616,613	\$3,915,635	\$3,700,171	\$3,915,635	\$3,700,171
51-00	Water & Sewer	569,556	1,112,317	579,771	1,162,646	1,599,308	15,982	1,599,308	15,982
52-00	Garbage Collection	8,004	498,450	8,360	490,546	463,100	463,100	463,100	463,100
71-00	Parks	43,469	150,970	45,852	148,450	165,317	165,317	165,317	165,317
		\$3,307,707	\$3,762,363	\$3,079,887	\$3,418,255	\$5,514,943	\$4,344,570	\$5,514,943	\$4,344,570
<u>Capital Projects</u>									
15-00	Motor Fuel Tax		150,000		95,000		300,000		300,000
35-00	Bond Projects		534,358		150,818		422,777		422,777
38-00	Capital Improvements		5,468,253		1,586,295		162,188		162,188
39-00	Municipal Facilities		17,079		0		180,000		180,000
48-00	Infrastructure Expansion		0		68,134		443,539		443,539
78-00	Economic Development		469,450		127,450		221,566		221,566
		\$0	\$6,639,140	\$0	\$2,027,697	\$1,995,725	\$1,730,070	\$1,995,725	\$1,730,070
<u>Discretionary Spending</u>									
18-00	School Sites		17,000		12,000		21,648		21,648
20-00	TIF Fund	45,952	530,494	42,346	33,300	91,138	36,016	91,138	36,016
32-00	Water Impact		45,000		5,000		0		0
33-00	Sanitary Sewer Impact		45,000		45,000		0		0
		\$45,952	\$637,494	\$42,346	\$95,300	\$115,295	\$57,664	\$115,295	\$57,664
<u>Obligations</u>									
02-00	Building Fees Depreciation		20,000		70,000		86,125		86,125
34-00	Storm Water Re-Fi Bonds Paymt		483,591		354,757		185,754		185,754
36-00	Water Infrastructure Improvement		0		66,772		66,772		66,772
37-00	Sanitary Sewer Infr. Improvement		0		390,392		290,392		290,392
46-00	Water Depreciation		0		6,349		5,593		5,593
47-00	Sewer Plant Depreciation		0		26,826		25,322		25,322
		\$0	\$503,591	\$0	\$915,096	\$817,834	\$659,958	\$817,834	\$659,958
TOTAL - All Programs		\$3,353,659	\$11,542,588	\$3,122,233	\$6,456,348	\$8,443,797	\$6,792,262	\$8,443,797	\$6,792,262

Village of Coal City
FY20 Proposed Budget

Revenues by Fund Summary

Fund No.	Fund Name	FY20 Budget Revenues	FY19 Budget Revenues	FY19 Actual Revenues	FY18 Actuals Revenues	FY17 Actuals Revenues
01	General	\$4,262,020	\$3,629,230	\$2,909,432	\$3,622,736	\$3,436,351
16	IMRF/Social Security	296,345	279,320	277,493	269,446	236,579
51	Water & Sewer	1,690,638	1,605,689	1,083,882	1,564,875	1,593,498
52	Garbage	506,720	502,700	368,184	522,713	507,235
71	Parks	101,325	92,347	89,295	163,615	123,534
	Operating Funds Subtotal	\$6,857,048	\$6,109,286	\$4,728,286	\$6,143,385	\$5,897,198
15	Motor Fuel Tax	\$150,500	\$150,500	\$103,176	\$170,991	\$148,421
32	Water Impact	10,050	10,050	12,455	7,238	29,550
33	San. Sewer Impact	13,100	13,100	21,165	9,775	28,562
38	Capital Improvement	5,441,569	1,516,594	443,471	1,484,996	562,773
39	Municipal Facilities	100	10,100	10,069	10,069	117,002
48	Infrastructure Expansion	2,000	2,000	6,317	483	117,861
78	Economic Development	441,650	126,650	92,777	96,859	233,606
	Capital Funds Subtotal	\$6,058,969	\$1,828,994	\$689,429	\$1,780,410	\$1,237,775
18	School Sites	\$12,015	\$12,015	\$16,547	\$10,593	\$33,982
44	Water Bond Reserve	100	100	35	91.13	62
45	Sewer Bond Reserve	50	250	151	362.54	268
46	Water Depreciation	20	20	7	21.63	21
47	Sewer Plant Depreciation	50	150	42	130.1	115
	Required Funds	\$12,235	\$12,535	\$16,781	\$11,198	\$34,448
02	Building Fees Depreciation	\$50,050	\$70,050	\$17,117	\$50,632	\$44,313
34	Storm Water Ref. Bond Repayment	435,600	432,800	331,480	357,045	61,926
35	Bond Fund	3,000	3,000	1,036	4,993	61,926
36	Water Infrastructure Improvmt.	15	53,364	39,931	55,834	52,179
37	Sanitary Sewer Infrastructure Imprvmt.	100	284,826	227,492	325,160	303,003
	Debt Obligation Funds	\$488,765	\$844,040	\$617,055	\$793,664	\$523,348
20	TIF	\$445,000	\$150,000	\$167,741	\$167,741	\$86,834
	TOTAL - All Funds	\$13,862,017	\$8,944,855	\$6,219,291	\$8,896,398	\$7,779,603

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 20, 2019

RE: FINAL PAYMENT FOR 2018 MFT/NON-MFT ROADS PROJECT

Previously, the Village Board had made all of its payments for this project aside from the last 10% retention. At this time, Ryan Hansen is recommending the last portion to be paid. This final amount - \$23,465.75 closes out this project and shall be paid form the capital fund.

Recommendation:

Close out the 2018 MFT/Non-MFT Road Construction Program via the payment of the retention amount of \$23,465.75 to D Construction.

February 28, 2019

Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
2018 MFT Maintenance
Pay Request #2

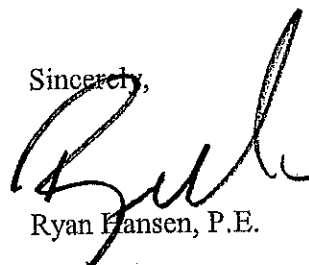
Dear Mayor Halliday:

Chamlin & Associates, Inc. has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village standards and contract requirements.

Contract Amount:	\$	177,501.83
Completed Amount:	\$	234,657.51
Previous Payments:	\$	211,191.76
0% Retention	\$	0.00
	\$	<u>23,465.75</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$23,465.75 be made to D Construction, Inc.

Sincerely,



Ryan Hansen, P.E.

REH/hp

PERU OFFICE:

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

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S.
TIMOTHY R. HEJNY, P.E. • CASEY J. McCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.



BLR 13231 (Rev. 01/06)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 20, 2019

RE: ANNUAL ADOPTION OF ZONING MAP

The Planning & Zoning Board reviewed the Village of Coal City Zoning District Map at its last meeting of March 18, 2019. The Board recommends the adoption of the prepared map as this year's update to the Village's Zoning Map. Changes to the map, due to the actions of the Village Board over the past year are minimal; they include the rezoning of industrial property that has become multi-family at Blackstone as well as some parcel related to the expansion of commercial adjacent to Bob's Advanced Auto.

According to Section 156-46 of the Village Code, this Map must be considered and adopted on an annual basis. Following Planning & Zoning Board recommendation, expected Monday evening, a link to the map will be made available.

Recommendation:

Adopt the 2019 Village of Coal City Zoning District Map as presented.

Coal City Police Department
Weekly Summary of Activities
Thursday 02-28-19 – Wednesday 03-06-19

During this period, there were 39 calls for service, 15 verbal warnings and 2 assist Grundy County Sheriff's Dept.

Significant Incidents

02-28-19 at 10:09 PM, police responded to a S. Mazon St. residence for a domestic disturbance call. The complainant stated he and his girlfriend had gotten into a physical altercation in Braidwood and returned home. After returning they started to argue again and the female asked him to leave the residence. Due to his level of intoxication police provided him with a ride to an area motel.

03-05-19 at 9:05 AM, SRO Imhof was approached by a student who has been receiving threatening text messages. The two male's juveniles had a common friend but when the female no longer wanted to be friends with the offender he started harassing him. Police were able to make contact with the offender and advise him not to make contact with the complainant.

03-06-19 at 7:32 PM, police received an anonymous complaint of a pit bull from an E. 3rd St. residence was running loose in the neighborhood. Police canvassed the area but were unable to locate the dog.

Arrest Incidents

Disobeying a Traffic Control Device	3
Speeding	1
Operating a Hand Held Device while Driving	3
Operating an Uninsured Motor Vehicle	1

Coal City Police Department
Weekly Summary of Activities
Thursday 03-07-19 – Wednesday 03-13-19

During this period, there were 39 calls for service, 15 verbal warnings and 2 assist Grundy County Sheriff's Dept.

Significant Incidents

03-09-19 at 12:41 PM, police responded to an E. Division St. apartment for a theft complaint. The complainant stated she had a window air conditioner sitting outside of her apartment door and she noticed it was missing. She went on to say she had spoken with her neighbors and believed that none of them had taken it. Due to the proximity of the garbage cans police believed a scrapper may have taken it thinking it was scrap.

03-11-19 at 6:46 PM, police responded to the 800 block of E. 1st St. for a residential burglary report. The complainant stated he left his residence at approximately 10:30 am and returning 20 minutes prior to calling police. An Xbox 1 and a Dell laptop computer were items missing from the unlocked residence. Police were able to enter the items into L.E.A.D.S. and are continuing to investigate this incident.

Arrest Incidents

Failure to Reduce Speed to avoid an Accident	1
Resisting/ Obstructing a P.O.	1
Operating a Hand Held Device while Driving	1
Disobeying a Stop Sign	1
Speeding	1

2019 TOTAL CALLS

[illegible]

2019 CALL REQUIRING A REPORT

[illegible]

2019 DISPATCHED CALLS

[illegible]

2019 CRIMINAL CHARGES

[illegible]

2019 TRAFFIC CITATIONS

[illegible]

2019 TRAFFIC CRASHES

[illegible]

2019 D.U.I.

[illegible]

2019 P-TICKETS

[illegible]

2019 VERBAL WARNINGS

[illegible]