

# **COAL CITY VILLAGE BOARD MEETING**

**WEDNESDAY  
JULY 24, 2019  
7:00 p.m.**

(Immediately Following the Public Hearing)

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

## **AGENDA**

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes                      July 10, 2019
4. Approval of Warrant List
5. Public Comment

6. Opening of Public Bids and Bid Awarding for Public Owned Land Adjacent to Railroad Street West of the Union Pacific Railroad

7. Letter of Request                      Oktoberfest Celebration  
Assumption Catholic Church

8. Ordinance 19-21                      Truck Route Designation

9. Resolution 19-15                      CDBG Housing Rehabilitation Program

Support

10. Resolution 19-16                      CDBG Housing Rehabilitation Commitment  
Of Local Funds

11. Resolution 19-17                      Approval of the 2019-2022 Local  
Administrative Policy & Procedures Manual;  
Housing Rehabilitation Plan

12. Motion to Allow Mayor Halliday to Execute Contract with Chamlin  
& Associates to Complete the IEPA Water Infrastructure Application

13. Approval-Payment #1 to IDOT for Construction Expenses-South Broadway  
Reconstruction Project

14. Report of Village President

15. Report of Trustees:                      S. Beach  
T. Bradley  
D. Spesia  
D. Greggain  
R. Bradley  
D. Togliatti

16. Report of Village Clerk

17. Report of Village Attorney

18. Report of Village Engineer

19. Report of Chief of Police

20. Report of Village Administrator

21. Adjourn



**ASSUMPTION OF THE BLESSED VIRGIN MARY  
CATHOLIC CHURCH**

July 17, 2019

Village of Coal City  
515 S. Broadway  
Coal City, IL 60416  
RE: Oktoberfest 2019 at Assumption Catholic Church

To Whom it may concern,

Assumption Catholic Church would like to have an Oktoberfest event on Saturday, September 21. We are asking for the Coal City Village Board's approval to close off E. Church Street, Kankakee Street and E. Carbon Street between the hours of 3:00pm and 10:00pm. This would be a community wide event everyone is invited. One of our members of Assumption will be at your Board meeting on Wednesday, July 24<sup>th</sup>.

Please let me know if you need any more information.

God Bless,

Reverend Robert Noesen, Pastor

**MEMO**

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

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

**MEETING**

**DATE:** July 24, 2019

**RE: OPENING BIDS FOR SURPLUS LAND BETWEEN THE  
RAILROAD TRACKS**

The Village previously made surplus land available, which is located between the BNSF & UP railroad tracks, north of State Route 113, located just north of the end of Railroad Street. Due to the type of public offering made available, bids are to be opened at a public meeting of the public body. Any awarding of the property and consideration of the offer may happen after their public opening, but need not occur within the same meeting.

Such consideration of the bids has been included on the agenda, so the Board may open and quickly review the bids. Thereafter, the Board may determine future steps as to possibly closing upon the property with the best offer provided.

A map of the area has been provided. Parcels 1-4 are for sale; the last two parcels will be retained to ensure the Village has access to the area for drainage in the future. Dependent upon the bids to be submitted, this area is a candidate for a follow up Ordinance, which may split public rights of way in the area to allow for possible future development of the area. This property also received a recent rezoning to allow C-5 uses with a conditional use.



PARCEL 1 PORTION OF LOTS 13 AND 14 IN BLOCK 16 (O) IN THE VILLAGE OF COAL BRANCH, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 2 PORTION OF LOTS 16, 17 AND 18 IN BLOCK 16 (O) IN THE VILLAGE OF COAL BRANCH, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 3 PORTION OF LOTS 19, 20 AND 21 IN BLOCK 16 (O) IN THE VILLAGE OF COAL BRANCH, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 4 PORTION OF LOTS 22, 23 AND 24 IN BLOCK 16 (O) IN THE VILLAGE OF COAL BRANCH, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 5 PORTION OF LOTS 1, 2 AND 3 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 6 PORTION OF LOTS 4, 5 AND 6 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 7 PORTION OF LOTS 7, 8 AND 9 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

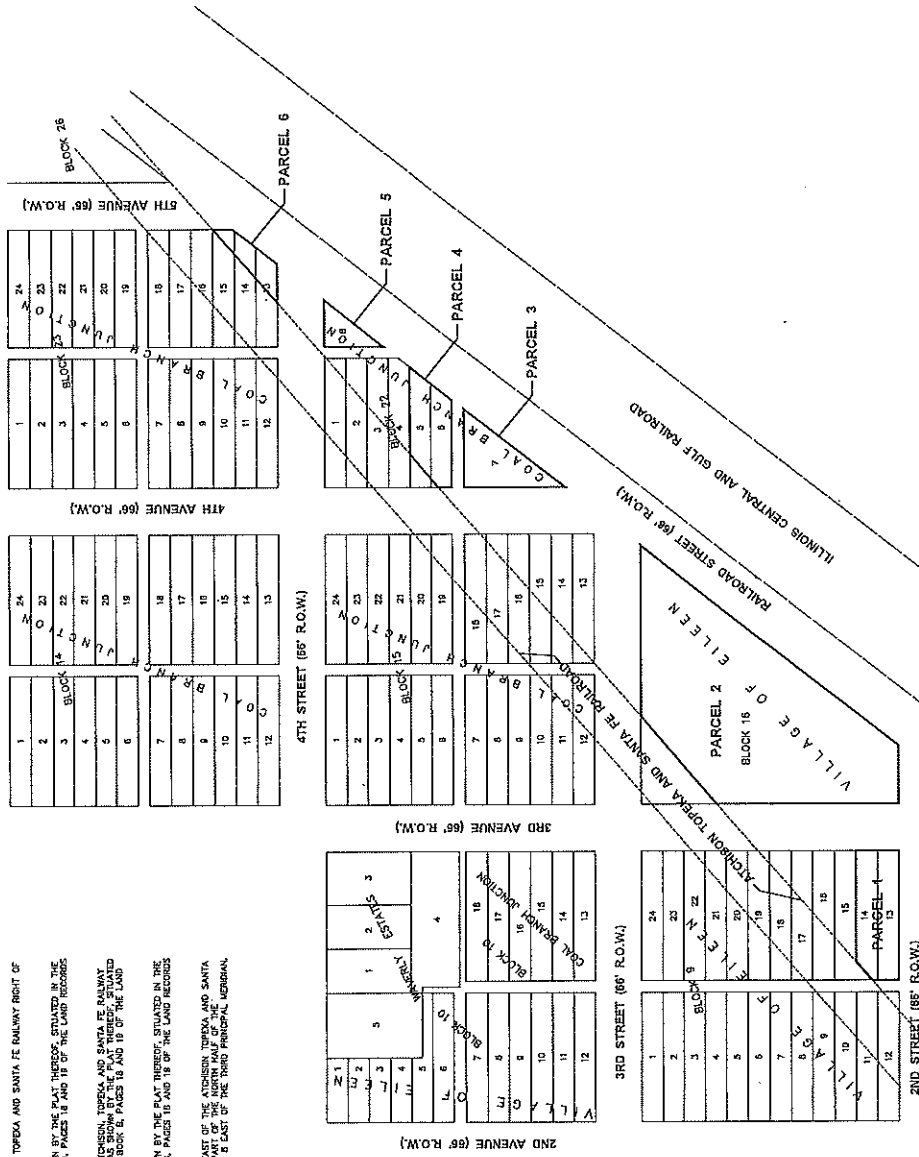
PARCEL 8 PORTION OF LOTS 10, 11 AND 12 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 9 PORTION OF LOTS 13, 14 AND 15 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 10 PORTION OF LOTS 16, 17 AND 18 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 11 PORTION OF LOTS 19, 20 AND 21 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.

PARCEL 12 PORTION OF LOTS 22, 23 AND 24 IN BLOCK 17 (N) IN THE VILLAGE OF ELEN, ILLINOIS AS SHOWN BY THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY.



NOTE: LOCATION OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD SHOWN HAS BEEN SCALED FROM RAILROAD RIGHT OF WAY PLATS

<b>CHAMLIN ASSOCIATES, INC.</b> Phone 815.842.1402 • 815.842.4677 (fax) 227 West Washington Street • Morris, Illinois 62453		MAP OF PROPERTIES VILLAGE OF COAL CITY, ILLINOIS DRAWN BY: [ ] CHECKED BY: [ ] DATE: 8/17/19	SHEET NUMBER 14413 FILE NUMBER 14413
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001773		PROPERTY MAP 14413	

Charlton and Assoc., Inc.

## MEMO

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

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

### MEETING

**DATE:** July 24, 2019

**RE: TRUCK ROUTE CREATION ORDINANCE**

The Village Board has been considering its options regarding the adoption of truck routes and proper permitting system throughout the Village of Coal City. While the Village may not restrict trucks with weight of 80,000 pounds or less from major arterials such as State Route 113 and S. Broadway, south of 113, which are controlled by other governmental entities, it does have the ability to restrict truck traffic on street's under municipal jurisdiction.

During the Board's consideration of Hoffman Transportation industrial development, the logistics traffic for which the building was constructed was to utilize Reed Road from I-55 to the new building. However, the construction of the building brought a large increase of truck traffic to Carbon Hill Road, which is the main school corridor of the community. At this time, the initial industrial logistics building is nearing substantial completion and a restriction in truck flow is necessary to safeguard additional degradation of the Village's roads and decrease the truck traffic volume that has been included within the daily traffic count of Carbon Hill Road.

The ordinance under consideration would prohibit truck traffic throughout all of Coal City except for those areas specifically provided within the ordinance. The ordinance will still allow truck traffic on Fifth Avenue and a portion of North Street to allow Coal City's existing industrial business – Chicago Aerosol, to continue to receive deliveries and complete its shipping. At the time the Board began considering the issue, Berta Road was one of the possible alternatives due to the street ultimately being re-built to accommodate truck flow from Reed Road, but the Village of Diamond requested such an option be removed because of residential properties that possess direct curb cuts onto the street. The ordinance under consideration would require any truck flow to Coal City to utilize Reed Road or State Route 113. This would disable truck traffic onto Broadway, Berta, or Carbon Hill Road after its adoption (utilization of farm equipment for installing crops and harvesting are allowed under state statute).

Due to the statutes regarding the enforcement of this ordinance, Coal City Redi-Mix would continue to be able to operate without difficulty because they are within the required distance from a State Route to continue its utilization of S. Broadway. However, D Construction, which has been located along Broadway would need to find alternative roadways to go about its daily routines of dispatching to jobs located northwest of Coal City and the routine maintenance of its fleet between its existing location (especially Lisbon). To possibly circumvent the problems caused due to a newly adopted limitation on Broadway, a permit could be issued to allow traffic on a limited basis along restricted routes.

The Village Board would need to adopt a truck permitting process (all but one municipality utilizes a third party vendor, OxCart, for this purpose) whereby, companies could request permits to operate on restricted streets. The permit could specify time and place for the truck loads to move on the restricted roadways. A contract for such a service would be considered shortly after the comprehensive truck limitations are adopted.

This matter is set for a preliminary hearing this evening to gather any additional feedback of the proposal prior its scheduled second reading on August 28<sup>th</sup>. The matter had been discussed on a few other occasions and feedback was solicited of the adjacent governmental entities.

**Recommendation:**

Set the Adoption of Ordinance No.\_\_\_\_\_: *Designating Certain Roads Capable of Accommodating Truck Traffic within the Village of Coal City* for the Regular Meeting of Wednesday, August 28, 2019.



## MEMO

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

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

**MEETING**

**DATE:** July 24, 2019

**RE: CDBG HOUSING REHABILITATION PROGRAM CONSIDERATION**

Kevin Lindeman of the North Central Illinois Council of Governments (NCICG) will be in attendance to assist with the required public hearing for additional consideration of the Community Development Block Grant (CDBG) Housing Rehabilitation Program. To review, the village had applied for this program at this time last year, but was not awarded a program by DCEO for the current calendar year. However, the survey information that is gathered to determine a community's viability to start such a program is still valid for the current calendar year. NCICG worked within the selected area to update and identify potential participating owner-occupied residences and update its application to DCEO. So far, NCICG has been selected to apply for the grant and the Village has pledged \$15,000 towards the total \$500,000 request.

A public hearing must be held at the beginning of Wednesday's meeting. Part of DCEO's consideration is the participation of residential owners within the housing rehabilitation target area. This includes any residence east of S. Broadway, south of Division (to include both the north and south sides of the street, west of the UP RR tracks, and north of Elm Street (to include both sides of Elm Street)). Following the public hearing, there will be three resolutions under consideration.

The first resolution to be considered states the Village of Coal City Board of Trustees supports the application and start of the Housing Rehabilitation Program. The second resolution commits local funds for the program if DCEO should decide upon awarding the program to the Village of Coal City. Although \$15,000 would be committed, it will most likely not be expended within the current fiscal year, since DCEO project awards are not expected prior to the first quarter of 2020. The Community Foundation of Grundy County continues to pledge \$5,000 towards this program as well. Lastly, the program rules are to be adopted. The rule book is the same as the form that was adopted for last year's application, but the dates and deadlines have been updated.

Mr. Lindeman will answer any questions regarding the application. Each of the Resolutions have been created along with the Letter to DCEO in order state the principles of the Coal City program and earn the maximum points when the applications are reviewed.

**Recommendation:**

- 1.) Adopt Resolution \_\_\_\_: Supporting the Coal City CDBG Housing Rehabilitation Program.
- 2.) Adopt Resolution \_\_\_\_: Committing Local Funds for the Coal City CDBG Housing Rehabilitation Program.
- 3.) Adopt Resolution \_\_\_\_: Approving the 2019-2022 Coal City Housing Rehabilitation Administrative Policy & Procedures Manual.

**COAL CITY VILLAGE BOARD OF TRUSTEES RESOLUTION OF SUPPORT**

Resolution No. \_\_\_\_\_

WHEREAS, the Village of Coal City, is applying to the State of Illinois for a Community Development Block Grant Program for a housing rehabilitation grant, and

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that the Village of Coal City apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2) that the Village President and Village Clerk on behalf of the Village execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Village President and Village Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

ATTEST: \_\_\_\_\_  
Pamela Noffsinger, Village Clerk

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

**RESOLUTION COMMITTING LOCAL FUNDS**

**Resolution No. \_\_\_\_\_**

WHEREAS, the Village Board of the Village of Coal City, Illinois has taken action to submit an Illinois Community Development Block Grant (CDBG) Program housing rehabilitation application,

WHEREAS, receipt of CDBG grant assistance is essential to allow the Village of Coal City to undertake the project for housing rehabilitation of an estimated 10 single family, owner/occupied homes in the project area; east of Broadway and south of Division Street (including both sides of the street) stopping on the east at N Lincoln Street and the railroad tracks. The eastern border also includes homes on both sides of S Vermillion Street south to E Elm Street (including both sides of the street) on the southern border stopping on the west at S Broadway.

WHEREAS, criteria of CDBG are such that financial participation by the grantee is recommended in conjunction with CDBG funds, and

WHEREAS, the Village of Coal City has certain monies allocated for the above-referenced project with cash on hand, as needed.

NOW, THEREFORE, BE IT RESOLVED THAT the Village of Coal City does hereby commit \$15,000 in funds from its economic development fund and \$5,000 from private donations to the Village for use in conjunction with an Illinois Community Development Block Grant Program. The private funds will come from the Community Foundation of Grundy County \$5,000 donation. Such funds to equal 3.8 % of the estimated total project cost of \$520,000 or \$20,000. These funds will be available upon award of the grant.

PASSED and APPROVED at its regular Village Board Meeting, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

**RESOLUTION APPROVING THE THE “2019-2022 LOCAL ADMINISTRATIVE POLICY AND PROCEDURES MANUAL: HOUSING REHABILITATION PLAN”**

**WHEREAS**, should the Village of Coal City, Illinois be awarded a Community Development Block Grant Program (CDBG) grant by the Illinois Department of Commerce and Economic Opportunity (DCEO) to assist an estimated ten (10) low to moderate-income single-family, owner-occupied, home owners in rehabilitating their substandard dwellings located within the confines of a previously identified multi-block project target area; east of Broadway and south of Division Street (including both sides of the street) stopping on the east at N Lincoln Street and the railroad tracts. The eastern border also includes homes on both sides of S Vermillion Street south to E Elm Street (including both sides of the street) on the southern border stopping on the west at S Broadway.

**WHEREAS**, the aforementioned state grant resources have been applied for by the Village and related scope of rehabilitation activities must be completed within 24 months of the date of the grant awards in accordance with all applicable local, state and federal regulations; and

**WHEREAS**, the Village of Coal City’s Housing Rehabilitation Advisory Committee has worked cooperatively with the North Central Illinois Council of Governments to prepare a “2019-2022” Housing Rehabilitation Plan” for the Village of Coal City which includes specific administrative and programmatic policies and procedures which have been reviewed by the membership of the Coal City Housing Rehabilitation Advisory Committee and are now being recommended for approval by the Village of Coal City Trustees to establish written policies and procedures that will enable the Coal City Housing Rehabilitation Committee and other Village staff members to implement the program’s provisions in a equitable, efficient and timely manner as required by the state grant, if awarded.

**NOW THEREFORE BE IT RESOLVED**, by the Village of Coal City Trustees that the recommendations of the Coal City Housing Rehabilitation Advisory Committee are hereby accepted and confirmed and that the policies and procedures set forth in the aforementioned publication entitled, “2019-2022 Housing Rehabilitation Plan” for the Village of Coal City, Illinois are hereby approved for implementation.

**PASSED THIS THE 24<sup>th</sup> DAY OF JULY, 2019, A.D.**

(SEAL)

ATTEST:

APPROVED:

\_\_\_\_\_  
Pamela Noffsinger, City Clerk  
Village of Coal City, Illinois

\_\_\_\_\_  
Terry Halliday, Village President  
Village of Coal City, Illinois

Yes Votes: \_\_\_\_\_  
No Votes: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_

# **2019-2022**

## **Local Administrative Policy & Procedures Manual: Housing Rehabilitation Plan**



Provided by  
**The Village of Coal City, Illinois**

August, 2019

## Credits Page

### Village of Coal City Trustees (2019)

**Village President:** Terry Halliday  
Trustee: Tim Bradley  
Trustee: Dan Greggain  
Trustee: Sarah Beach  
Trustee: Justin Wren  
Trustee: Ross Bradley  
Trustee: Neal Nelson

### Village of Coal City Housing Rehabilitation Advisory Committee (2019)

Terry Halliday – Village President  
Tim Bradley - Trustee  
Dan Greggain – Trustee  
Matt Fritz – City Administrator  
Georgette Vota - Citizen

### Project Consultants (2019)

#### **North Central Illinois Council of Governments:**

Kevin Lindeman, Executive Director & Grant Manager  
Shug Grosenbach, Office Administrator  
Austin Taylor, Community Planner  
Dianna Tuftie, Administrative Assistant

#### **Barnett Construction:**

Richard Barnett, Housing Inspector

Village of Coal City  
209 Lincoln Street  
Coal City, Illinois 60416-1503  
Phone: (815) 634-8608 Fax: (815) 634-2487

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**RESOLUTION APPROVING THE THE “2019-2022 LOCAL ADMINISTRATIVE POLICY AND PROCEDURES MANUAL: HOUSING REHABILITATION PLAN”**

**WHEREAS**, should the Village of Coal City, Illinois be awarded a Community Development Block Grant Program (CDBG) grant by the Illinois Department of Commerce and Economic Opportunity (DCEO) to assist an estimated ten (10) low to moderate-income single-family home owners in rehabilitating their substandard dwellings located within the confines of a previously identified multi-block project target area in the east central portion of the community; and

**WHEREAS**, the aforementioned state grant resources are being applied for by the Village and related scope of rehabilitation activities must be completed within 24 months of the date of the grant awards in accordance with all applicable local, state and federal regulations; and

**WHEREAS**, the Village of Coal City’s Housing Rehabilitation Advisory Committee has worked cooperatively with the North Central Illinois Council of Governments to prepare a “2019-2022” Housing Rehabilitation Plan” for the Village of Coal City which includes specific administrative and programmatic policies and procedures which have been reviewed by the membership of the Village of Coal City Housing Rehabilitation Advisory Committee and are now being recommended for approval by the Village of Coal City Board to establish written policies and procedures that will enable the Village of Coal City Housing Rehabilitation Committee and other Village staff members to implement the program’s provisions in a equitable, efficient and timely manner as required by the state grant award.

**NOW THEREFORE BE IT RESOLVED**, by the Village of Coal City Trustees that the recommendations of the Village of Coal City Housing Rehabilitation Advisory Committee are hereby accepted and confirmed and that the policies and procedures set forth in the aforementioned publication entitled, “2019-2022 Housing Rehabilitation Plan” for the Village of Coal City, Illinois are hereby approved for implementation.

**PASSED THIS THE 24<sup>th</sup> DAY OF JULY, 2019, A.D.**

(SEAL)

ATTEST:

APPROVED:

\_\_\_\_\_  
Pamela Noffsinger, Village Clerk  
Village of Coal City, Illinois

\_\_\_\_\_  
Terry Halliday, Village President  
Village of Coal City, Illinois

Yes Votes: \_\_\_\_\_  
No Votes: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_

## Executive Summary

This is the first time the Village of Coal City, Illinois is applying for state grant aid assistance to help local elected and appointed public officials and key civic leaders work with local home owners in physically declining neighborhoods of the community to decisively address the need for structural rehabilitation of their homes. The local allocation of state grant assistance is limited exclusively to qualifying owner-occupied households which lack the financial resources to address structural problems that render the single-family residential structure as “substandard” by comparison with the Village’s minimal housing codes.

This is the first time the Village of Coal City submitted a Housing Rehabilitation Community Development Block Grant funds to rehabilitate single-family, owner-occupied, income eligible homes within the Village, this proposed funding request is not their first interaction with state funded projects. The Village of Coal City has received other grants from the different State departments over the past several decades and due to the Village’s positive experience with previously state funded projects, and the opportunity to expand this relationship to housing rehabilitation, the Village of Coal City is excited for the opportunity to project housing assistance to eligible home owners residing in their community.

Tornado

OLD

This year’s proposed state funding will be complimented by an estimated \$20,000 from the Village of Coal City to be added to the direct rehabilitation work for income eligible home owners residing within the Project Target Area that has been selected by the Village of Coal City, Illinois for rehabilitation assistance. \$5,000 of these fund is coming from the Community Foundation of Grundy County.

NEW to verify

The Village of Coal City also proposes to expend \$20,000 in non-CDBG funds on the project. These non-CDBG funds will be derived from the following sources: \$15,000 from the Village of Coal City Economic Development Fund and \$5,000 will come from private donations.

Specifically, the Village of Coal City, working in collaboration with the Village of Village of Coal City Housing Rehabilitation Advisory Committee membership, Barnett Construction and the North Central Illinois Council of Governments, proposes to utilize the state CDBG grant resources, in combination with CEFS Economic Opportunity Corporation funds, to stabilize and revitalize the multi-block declining residential neighborhood i.e., the east central project target area. Housing rehabilitation and neighborhood revitalization efforts will be supervised by the Village of Coal City Housing Rehabilitation Advisory Committee for the Village of Coal City, Illinois and must be completed within a 24 month period or less as required by the CDBG Grant Agreement.

As outlined in the Village of Coal City’s proposed PY-2019 Competitive Housing Rehabilitation Grant Application, \$500,000 in CDBG grant funds from DCEO will be used to provide direct financial assistance for essential home rehabilitation activities to an estimated ten (10) previously identified low and moderate-income households residing within the aforementioned multi-block target area to bring their substandard single-family residential structures into compliance with the Village’s minimal housing codes. This may be accomplished through the extension of five year forgivable loans to the income

eligible home owners to correct local housing code violations including deficiencies which pose an immediate and serious threat to the health and safety of the structure's economically disadvantaged occupants. Furthermore, these grant funds would be complimented with a local commitment of \$10,000 for general rehabilitation.

The Village's 24 month housing rehabilitation effort will be undertaken and administered by the grant administrator, contracted from the North Central Illinois Council of Governments and overseen by the Village of Coal City Housing Rehabilitation Advisory Committee. The Housing Rehabilitation Advisory Committee will serve in an ad-hoc advisory capacity to the Village of Coal City Trustee to market, start-up and assist in the actual intake, review and approval of individual home owner requests for housing rehabilitation financial assistance. The utilization of this unpaid, volunteer task force should minimize the need to place such matters on the Village of Coal City Trustee's busy monthly agenda.

On occasion, the Village of Coal City Housing Rehabilitation Advisory Committee may require the cooperation and support of the grant administrator, Village Administrator and Village Clerk to implement and properly intergrate and administer certain aspects of the proposed housing rehabilitation efforts with other ongoing Village programs, but only insofar as they pertain to the staff member's standard day-to-day duties. The costs for such periodic services by other municipal departments will not, in most instances, be charged as an expense to the state grant awards from DCEO.

In an attempt to minimize the related ongoing peronnel and other program-related obligations associated with the timely implementation of targeted housing rehabilitation efforts, the Village of Coal City, Illinois has elected to contract crucial programmatic responsibilities to two agencies that have long served the community; Barnett Construction as the housing inspector and the North Central Illinois Council of Governments as the grant administrator. Such an approach is viewed by the Village as the best way to quickly secure the services of trained and experienced service providers that are already familiar with the proper implementation of publicly-supported housing rehabilitation programs and help insure the completion of the full scope of work within the 24 month period allotted by the CDBG Grant Agreement.

Specifically, once a qualifying home owner residing within the aforementioned target area has made application to the Village and task force for financial assistance, the responsibility for conducting a housing inspection and write-up, and then monitoring the actual rehabilitation improvements provided by a pre-qualified private contractor, will have the responsibility of working with Barnett Construction. This subcontracted position is currently filled by Richard Barnett who has 20 plus years of related experience. As compensation for such subcontracted services, Mr. Barnett will be paid up to 9.0% of the actual housing rehabilitation expenses extended directly from the CDBG housing rehabilitation grant.

In addition, the Village of Coal City has elected to enter into a contract for General Activity Delivery Services with the North Central Illinois Council of Governments (Ottawa, Illinois). The Trustee assisted the Village of Coal City in preparing the CDBG grant application and is also the co-author of this housing rehabilitation program policy and procedural manual. The commission will assist the Village in the grant agreement acceptance, clearance of special grant conditions and environmental compliance issues attendant to the CDBG grant funding, and will also assist with periodic draw downs of grant funds and project performance hearing and close-out procedures, etc. This position is currently filled by Kevin

Lindeman who has 21 plus years of related grant management and administrative experience with the the council of governmentst commission, Shug Grosendbach with 12 years experience, Austin Taylor with three (3) years experience and Dianna Tuftie with six (6) years experience. As compensation for contracted services, the North Central Illinois Council of Governments will be paid up to 8.0% of the actual housing rehabilitation expenses (i.e., forgivable loans actually extended) directly from the CDBG housing rehabilitation grant.

Every attempt must be made to ensure that the Village's housing rehabilitation program is implemented based upon carefully considered guidelines which will accomplish the municipality's stated neighborhood stablization and revitalization objectives. In addition, it is imperative that the program be administered efficiently and equitably, but at the same time, maintain flexibility in order to respond to unforeseen challenges and opportunities as they arise throughout the 24 month program implementation period.

In conclusion, this document is intended to set forth the general policies and procedures which will guide and govern the use of CDBG grant resources by municipal staff and others involved in the program's implementation. As such, this document should not be considered a static, inflexible document that cannot be altered so as to better serve the community's well-being and the intended beneficiaries of the Village's housing rehabilitation efforts.

### **Purpose of the Program**

#### **The Project Target Area**

The Village of Coal City's primary objectives in undertaking a two-year housing rehabilitation effort focuses on its desire to first stabilize the current trend of structural decline and then revitalize through rehabilitation of owner-occupied homes within a selected multi-block declining older residential neighborhood located within the east central portion of the community. The multi-block project target area was ultimately selected on the basis of 546 of 1,286 (42.46% response rate) returned family income and housing condition surveys to local residents throughout the Village of Coal City, Illinois.

Based upon community-wide responses, the ultimate multi-block target area was chosen by the Village of Village of Coal City Housing Rehabilitation Advisory Committee members in cooperation with Village staff, from a number of potentially worthy target areas. Some of the neighborhoods not selected at this time for rehabilitation may well serve as a target area for a future housing rehabilitation effort. Attached maps depict the target area's location within the east central portion of the Village of Coal City and the location of residential structures within the multi-block neighborhood.

#### **Housing Conditions within the Target Area**

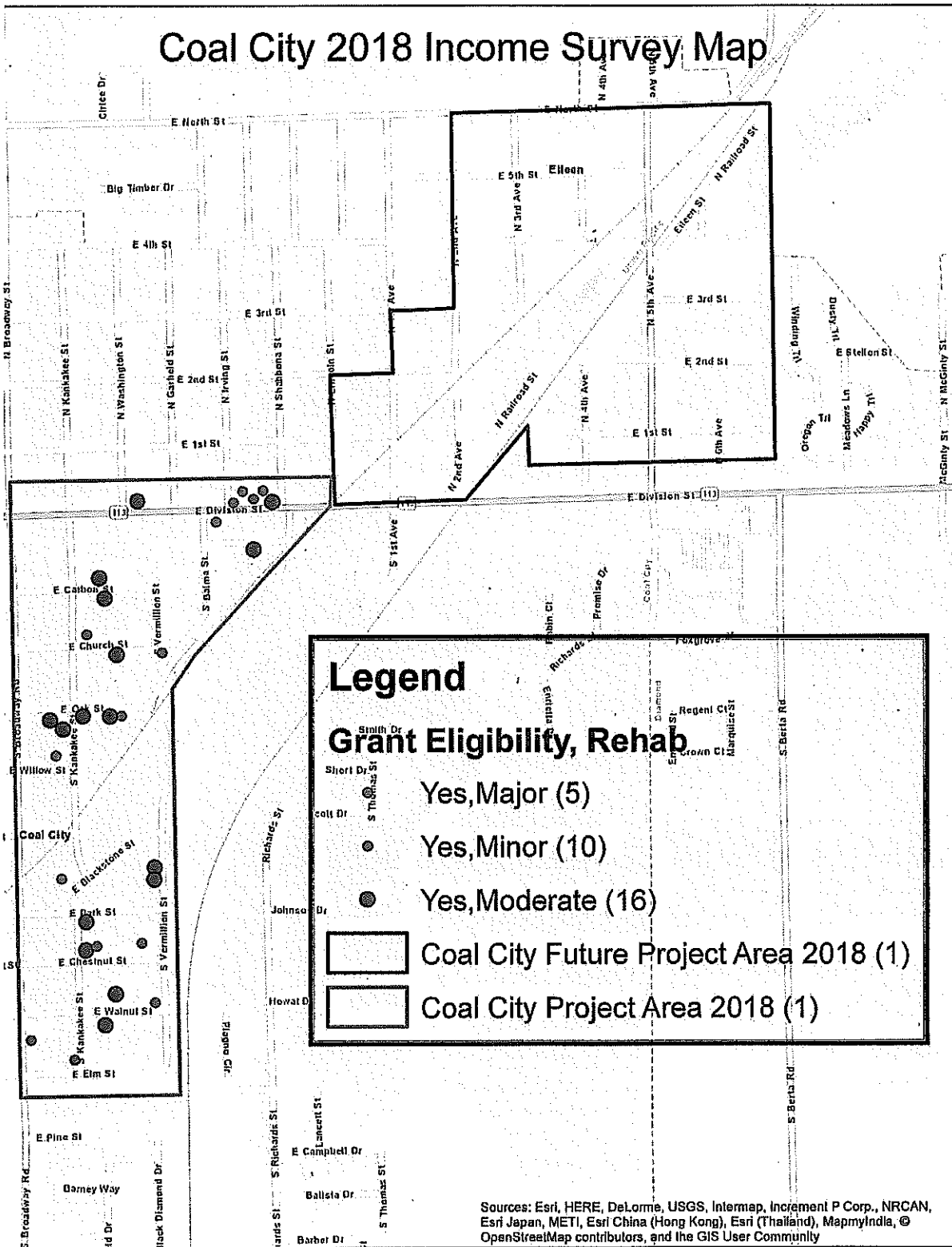
The multi-block target area contatins 125 existing residential structures. Of these, there were 32 income eligible home owners whose homes require some level of rehabilitation. Of the 31 single-family, income eligible owner-occupied residential structures, ten (10) or 32.3% were found to be in fair condition and are expected to require only minimal repairs or structural improvements and sixteen (16) or 51.6% were found to be in deteriorating condition, implying the need for multiple minor or cosmetic improvements and/or a few major repairs and structural improvements thereby constituting the need for moderate

rehabilitation. Finally, five (5) or 16.1% of the 32 resident dwellings within the chosen project target area were found to be seriously deteriorated, implying the need for major rehabilitation. However, these estimates were not all completed by individuals with professional housing inspection and design experience. Therefore, what is likely to occur upon grant approval and professional inspection is an increase in the number of portions of the homes that need to be rehabilitated to meet the minimum housing standards regulations.

Any success in stabilizing and revitalizing the multi-block target area will, in large part, be overseen by the Housing Rehabilitation Advisory Committee which shall guide the implementation of the aforementioned DCEO CDBG housing rehabilitation to provide direct financial assistance to qualifying, income eligible home owners residing within the target area as specified in the Village's grant application. All home owners receiving assistance under the Village's proposed housing rehabilitation assistance efforts must meet all of the Village's formally adopted eligible criteria specified in this policy and procedural manual.

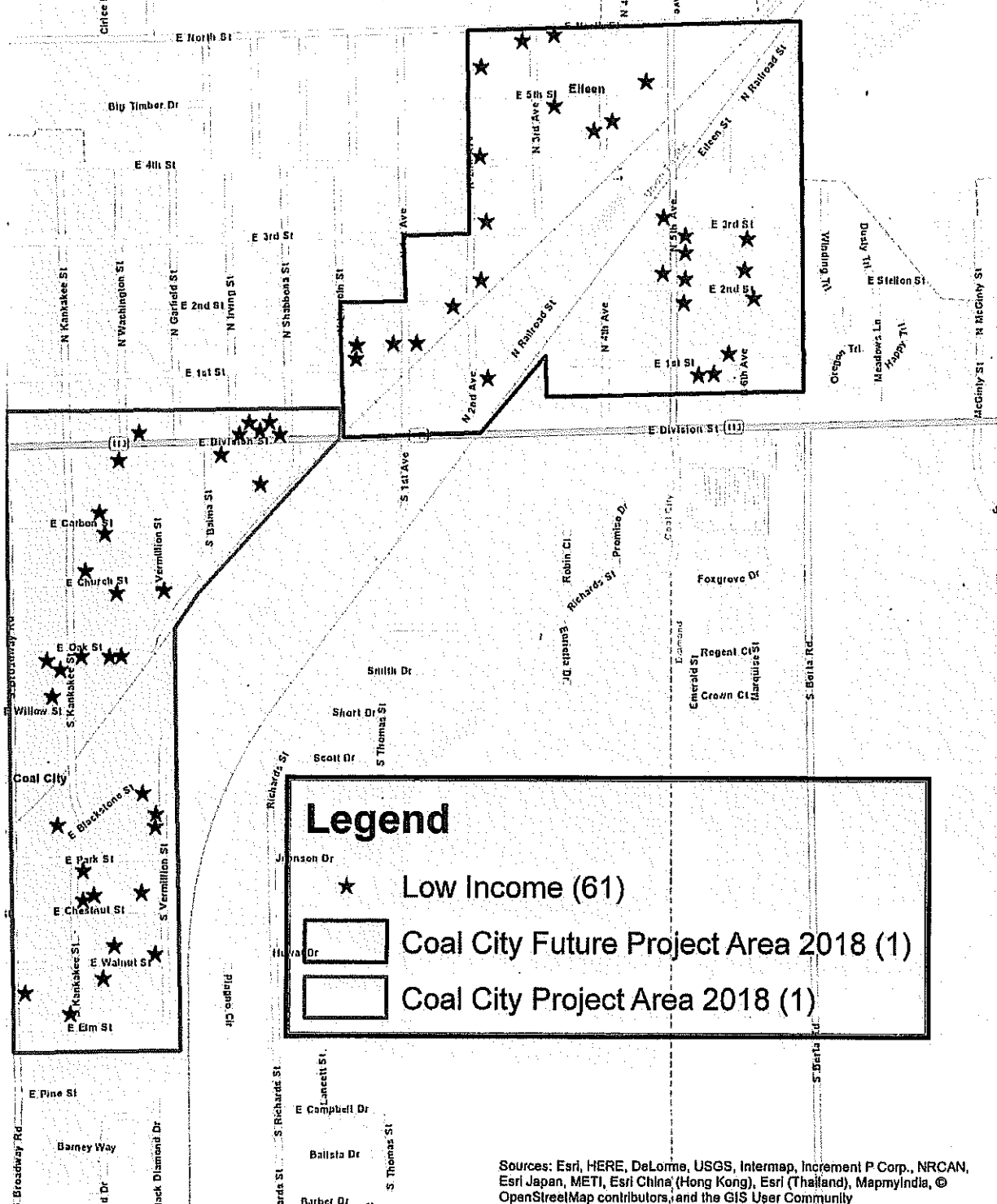


# Coal City 2018 Income Survey Map





# Coal City 2018 Income Survey Map



Sources: Esri, HERE, DeLorme, USGS, Intermap, Increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

The Village of Coal City's primary purpose for offering the aforementioned financial assistance is to provide decent, safe and sanitary housing conditions for low and moderate-income residents through the rehabilitation of their existing substandard owner-occupied single-family residential structures. In all instances, the substandard residential unit will be rehabilitated to a condition which brings the dwelling unit into compliance with the minimal housing code of the Village of Coal City. In all instances, the structural quality of the dwelling units being rehabilitated shall also be improved such that it meets or exceeds the housing quality standard of the U.S. Department of Housing and Urban Development's (HUD's) Section 8 Rental Assistance Program.

In addition, implementation of the Village of Coal City's housing rehabilitation efforts shall be operated in accordance with all applicable rules and regulations of the Village of Coal City, the State of Illinois, the Department of Commerce and Economic Opportunity (DCEO) and the U.S. Department of Housing and Urban Development (HUD).

### **Designated Authority**

The Village of Coal City Trustee hereby declares that the Village of Coal City Housing Rehabilitation Advisory Committee shall be the "designated authority" to administer the aforementioned housing rehabilitation efforts for the community. On their behalf, the contracted grant administrator shall be designated as the "approving entity" for program compliance of the Village's housing rehabilitation efforts under the general supervision of the Village of Coal City Trustee.

The Village has determined that it will not be necessary to employ the services of any additional City employees to aid the Village of Coal City Housing Rehabilitation Advisory Committee in implementing the proposed housing rehabilitation efforts. However, the Village of Coal City Trustee recognizes that on occasion, in addition to the grant administrator, the Housing Rehabilitation Advisory Committee may require the cooperation and support of the Village Administrator and Village Clerk to implement and properly integrate and administer certain aspects of the proposed housing rehabilitation efforts with other ongoing Village programs.

In addition, the Village of Coal City Trustee recognizes the wisdom of relying upon contractual agreements with other experienced public service agencies which have traditionally served the community as a means of avoiding a long-term employment obligation while accessing the experience and expertise needed for a successful program.

To this end, the Village of Coal City will enter into contractual agreement with the North Central Illinois Council of Governments (NCICG) for activity delivery and for housing inspection and construction monitoring services. NCICG has gone through an RFQ process and has selected, Barnett Construction for the housing inspection and construction monitoring services. The activity delivery and for housing inspection and construction monitoring services includes: meeting the special grant conditions imposed by DCEO, securing environmental clearance, taking applications and verifying eligibility, assisting in structuring a workable approach to program implementation, assisting in securing periodic draw downs of state grant funds, conducting the requisite project performance hearing and formally closing out the grant at the conclusion of the City's housing rehabilitation efforts.

## ***Program Eligibility Requirements***

In order to be deemed eligible to receive direct financial assistance under the Village's proposed 24 month housing rehabilitation efforts, various determinations must be satisfied relative to: (1) the dwelling unit's need for structural or other essential improvements to comply with the Village's minimal housing code; (2) the physical location of the substandard single-family residential dwelling unit within the aforementioned multi-block target area previously selected by the Village and the Housing Rehabilitation Advisory Committee; (3) the home owner(s)'s current adjusted family income relative to the most current HUD section 8 definition for defining low and moderate-income individuals within Grundy County, Illinois; and (4) the Village's conflict of interest clause. Further information regarding the eligibility requirements for the Village's proposed housing rehabilitation efforts is contained in the following paragraphs.

### **Structural Eligibility:**

In order to be deemed program eligible, the structure in question within the previously designated target area must be a permanent, single-family residential dwelling unit which currently exhibits one or more conditions which, in the opinion of program officials, constitute a violation of the Village's minimal housing codes and render the unit as being substandard. It is the Village of Coal City's intent to specifically exclude from at this time the use of housing rehabilitation assistance funds to improve multi-family residential structures and mobile homes. In all cases, the single-family unit in question shall not exhibit so many violations and substandard conditions that it cannot be rehabilitated in a economical fashion.

### **Geographic Eligibility:**

Housing rehabilitation activities shall only be under-taken within the aforementioned multi-block target area of the Village of Coal City generally located in the east central portion of the community. The specific boundaries of this multi-block target are delineated via a map appearing in the grant application and herein on pages 5-8. While the Village recognizes that other worthwhile housing rehabilitation activities could be performed outside of the target area, DCEO CDBG supported expenditures must be confined to the target area as a condition of the grant agreements.

### **Applicant Eligibility:**

Applicant eligibility will be determined by multiple standards as further discussed herein. Initially, an eligible applicant for program assistance must be an individual or family who owns and occupies the substandard single-family residential unit to be improved within the multi-block target as defined in the grant application and herein on pages 12/13. The applicant shall be considered the owner of the unit if he or she is: (1) the "owner of record" on the property records at the Grundy County Courthouse in Morris, Illinois; (2) possesses a valid deed or warranty deed which has been filed for record at the Grundy County Courthouse and which includes a reasonable right of redemption and quiet and peaceable possession of the property; and/or (3) possesses a life estate which has been (or may be) filed for record at the Grundy County Courthouse.

It is the Village of Coal City's intent to specifically exclude from the program eligibility at this time the use of housing rehabilitation assistance funds in a manner that would benefit a landlord in improving rental property even though the tenants (i.e., occupants) may in fact be low and moderate-income persons.

Since the Village's Housing Rehabilitation Assistance Program resources are intended to serve only low and moderate-income residents, such funds shall not be available to any owner occupants who have substantial financial resources available to them outside of the Village's housing rehabilitation efforts. A determination of the home owner(s)'s income eligibility shall be based upon a comparison of the most current applicable Section 8 family income standards by household size for Grundy County, Illinois in comparison with the most current combined monthly income for the household multiplied by 12 to reveal an annualized income. A further definition of what constitutes the applicants's combined family income for determining the owner's eligibility under the Village's housing rehabilitation efforts is as follows:

- the applicant home owner(s)'s gross income during the most current month, along with any earned by his or her spouse, as well as the earnings of all other adult members (18 years of age or older) of the family whether or not they contribute financially to support the household (the income earned by a dependent child or children as defined by the United States Internal Revenue Service shall be excluded); and
- any other payments received on a regular basis by the applicant home owner(s) such as social security benefits, pension payments, public aid, child support, the net interest earned on savings, income from rental property and/or withdrawals, dividends, etc. from business interests and investments, provided such income is genuinely "available" to the home owner(s).

**Conflict of Interest Clause:**

The Village of Coal City's housing rehabilitation assistance efforts will be undertaken in accordance with the provisions of the Federal Conflict of Interest Regulations contained in 24 CFR 570.489 [h] as amended from time to time. The Village of Coal City acknowledges that it is the responsibility of the CDBG grant recipient and administrative partners to become familiar with such federal regulations and undertake all reasonable and necessary measures to determine and verify when a potential conflict of interest exists.

It should be understood that, while federal regulations focus first and foremost upon the homeowners receiving the benefits of rehabilitation assistance under the CDBG-supported Village program, they also apply to any person that is an employee, agent, consultant, officer, or elected or appointed official of the State of Illinois (and particularly DCEO); the local government grantee (the Village of Coal City, Illinois); or of any designated public agencies or sub-recipients (such as Barnett Construction or the North Central Illinois Council of Governments); and/or local construction and rehabilitation contractors providing rehabilitation services that are the indirect recipient of CDBG funds made possible by the award of federal CDBG funds.

As a general rule, federal conflict of interest regulations state that no persons described in 24 CFR 570.489 (h)(3) who now exercises (or has exercised) functions or responsibilities associated with the Village of Coal City's housing rehabilitation assistance program, made possible by CDBG grant funding, or persons that are in a position to participate in a decision making process or gain inside information with regard to City sponsored activities, may obtain a financial interest in, or benefit from, such housing rehabilitation activities, or have a vested interest in any contract, subcontract or agreement for either themselves or for those with whom they have a close family or business association, during their tenure with the housing rehabilitation program and for one year thereafter.

Exceptions to the federal conflict of interest regulations can be authorized on a case-by-case basis by the Illinois Department of Commerce and Economic Opportunity (DCEO) based upon several factors. It shall be the responsibility of the grantee (the Village of Coal City, Illinois) to bring such requests (in writing) to the attention of the State of Illinois for a possible waiver of regulations and to secure a written response from DCEO before proceeding with the issuance of any CDBG assisted housing rehabilitation assistance.

The penalties for violation of the federal conflict of interest regulations may include, but are not necessarily limited to, repayment of some or all of the CDBG grant funds that were inappropriately expended on housing rehabilitation activities found to be a conflict of interest; or disbarment from future participation in the Community Development Block Grant Program (CDBG) provisions based upon activities found to be a conflict of interest.

### **Other Program Eligibility Considerations**

In accepting state grant resources under the Community Development Block Grant Program (CDBG) the Village of Coal City has agreed to abide by the following additional eligibility considerations for the operation of its Housing Rehabilitation Assistance Program.

Prior to awarding housing rehabilitation funds to support home improvements, each residential dwelling site under consideration shall be photographed and identified by address on a street map and such information shall be provided to the Illinois Historic Preservation Agency (IHPA) for review along with a brief description of the rehabilitation activities to be supported by the CDBG funds. In the event that a residential structure is determined to be of historic significance, special conditions may be imposed upon any exterior improvements to the dwelling site or structure in question.

In addition, it is the Village's contention that no portion of the multi-block target area lies within a federally identified "100 year floodplain" shown on maps for the Village of Coal City, Illinois provided by the National Flood Insurance Program. Accordingly, the Village should be in a position to assure state officials of DCEO that rehabilitation activities are not being performed on dwelling units located within a known 100 year floodplain. However, should additional hydrological data be provided by the National Flood Insurance Administration during the expected 24 month duration of the Village's proposed housing rehabilitation efforts, this situation could change, thereby requiring that the home owner(s) provide evidence that he or she has purchased flood hazard insurance for the residential structure being rehabilitated.

Finally, the Village must certify to the Department of Commerce and Economic Opportunity that it will conduct its proposed housing rehabilitation efforts in manner which complies with the Illinois State Plumbing code, National Electric code, Illinois Lead Based Paint regulations, the Illinois Lead Poisoning Prevention Act & Code, 2015 IECC and updated (Energy) and Illinois Energy code or compatible codes in absence of local building codes. Barnett Construction will be performing housing inspections under subcontract with the North Central Illinois Council of Governments. Barnett Construction will become a trained and licensed as an Illinois Lead Inspector – Lead Risk Assessor prior to conducting such activities under the City’s housing rehabilitation assistance program.

All inspection documents, work-write-ups, as well as bidding and contract specification documents must clearly delineate any lead base paint rehabilitation activities seperately from the other rehabilitation activities to be undertaken with CDBG resources and each applicant home owner selected to receive assistance under the Village of Coal City’s housing rehabilitation program must receive a copy of the lead inspection / risk assessment conclusions reached by such inspections as well as the results of any lead clearance tests conducted by the housing inspector.

### ***Receipt of Rehabilitation Applications***

Funding requests under the Village’s Housing Rehabilitation Assistance Program shall be accepted, processed and awarded on a continual, ongoing basis throughout the anticipated 24 month period associated with the program. Such action should maximize the Village’s liklihood of successfully fulfilling its’ agreed upon scope of rehabilitation activities within the 24 month period allotted by the grant agreements. Under no circumstances shall any housing rehabilitation financing be awarded without the submission, review and approval of an appropriate application as provided for by the Village of Coal City, Illinois.

### **Program Marketing / Solicitation**

To assist in the successful implementation and administration of its two-year Housing Rehabilitation Assistance Program, the grant administrator, in conjunction with the Village of Coal City Housing Rehabilitation Advisory Committee shall initiate both a general public relations effort and a much more highly targeted and straight forward front-end marketing solicitation effort.

Shortly after the official receipt of a grant award letter and grant agreements from DCEO, the grant administrator, the Housing Rehabilitation Advisory Committee, in concert with the Village President, shall issue a general press release advising all interested citizens (including possible future applicant home owners) that the Village will be receiving state funding to carry out housing rehabilitation assistance within the multi-block project target area.

Based upon the August-September 2018 door-to-door family income surveys of the households within the multi-block targeted area, the grant administrator, in conjunction with the Village of Coal City Housing Rehabilitation Advisory Committee, proposes to send each family (regardless of income eligibility) a personalized letter announcing an information meeting once DCEO grant approval has been announced and all applicable environmental and special grant conditions have been cleared by the Village.

Additionally, information regarding DCEO grant approval and an overview of the program benefits available to income eligible, residential home owners residing in substandard single-family structures within the target area will also appear in the principle local newspaper of general circulation (Coal City Curant) as well as other local publications commonly read by residents of the target area. Similar informative efforts will also be mounted by Village officials with the local radio stations. Attempts will be made to schedule question and answer sessions that would feature the Village President, Terry Halliday, and Kevin Lindeman, the Grant Administrator, and serving as the program coordinator, as well as perhaps one or more members of the Village of Coal City Housing Rehabilitation Advisory Committee.

At the informational meeting, a comprehensive presentation of the proposed rehabilitation assistance program will be provided by the grant administrator and Village officials, as well as members of the Housing Rehabilitation Advisory Committee. Following the presentation, formal applications for housing rehabilitation assistance will be openly solicited – particularly from income eligible home owners whose combined income is only 30% and/or 50% of the median household income for Grundy County, Illinois with preferential consideration given to home owners whose dwelling units are determined to represent a potential serious threat to the health and safety of its occupants and therefore require major or at least moderate rehabilitation improvements. Individual appointments for follow-up program counseling and hands-on technical assistance by the grant administrator, Village staff and possibly members of the Village of Coal City Housing Rehabilitation Advisory Committee will also be scheduled.

To this end, the administrator will mail program informational information and applications for assistance to all households in the target area, with a scheduled time when he will personally be available at the Village of Coal City Hall (daytime and evenings) for application intake and question answering. Then on the first of the month, subsequent application intake and question sessions will be scheduled at City Hall for three months. Meanwhile, unresponsive households will be called to inform those households of the potential benefit. As the project progresses, bi-monthly intake/question sessions will be scheduled.

The official application forms for requesting housing rehabilitation assistance will be available during business hours, and after hours by meeting with the grant administrator at several scheduled times, until all proposed Illinois' 2018 CDBG and city funds are formally allocated. Copies of the application may be obtained in person at scheduled times (without cost) or mailed by the grant administrator to the home owner upon request. In addition, for those income eligible households that request information, other sample program approval documents such as Authorization Statements, Notice to Proceed forms and the Rehabilitation Contract itself which extends a forgivable loan (with conditions) for rehabilitation assistance will also be made available by the grant administrator.

Public relations and marketing efforts will place the utmost importance upon securing the participation of each of the estimated ten (10) eligible home owners (along with any other families or structures that are subsequently deemed to be eligible) and will be initiated immediately following the Village's formal acceptance / signing of the CDBG funding agreement and clearance of all related special conditions associated with state funding.

## **Technical Assistance**

The grant administrator and Barnett Construction and possibly other staff, shall also provide general information about the program and its capabilities, limitations, expectations and requirements as well as provide counseling and (where necessary) direct hands-on assistance to income eligible applicant / home owners in properly completing a housing rehabilitation assistance application. Such personalized assistance shall be provided without charge to the low to moderate-income home owners.

Furthermore, the grant administrator shall establish and maintain a suitable filing system for each applicant and project which segregates applicant eligibility data from project related data (i.e., housing inspection, work write-up, bidding procedures, contractor data, etc.). As previously noted, applications for housing rehabilitation assistance will be accepted following the Village's formal acceptance / signing of the CDBG funding agreements and clearance of all related special conditions associated with such state funding.

All applications for housing rehabilitation assistance which document the structural, geographic and applicant home owner's program eligibility will be certified in writing by the grant administrator in concert with the membership of the Village of Coal City Housing Rehabilitation Advisory Committee, if available and all relevant project information will be promptly forwarded to Barnett Construction, who shall perform a thorough on-site, physical housing inspection and work write-up of the rehabilitation improvements (and related cost estimates) needed to bring the substandard structure into full compliance with applicable minimal housing codes, etc.

Summaries of such information will also be provided by the grant administrator at the North Central Illinois Council of Governments to facilitate timely progress reporting and period draw down of grant funds, etc.

## **Application Approval Procedures**

The approval of rehabilitation applications are functions which will principally involve pre-screening, verification and documentation efforts performed by the grant administrator and the subsequent review and concurrence functions performed by the membership of the Housing Rehabilitation Advisory Committee. This ad-hoc task force shall be comprised of five representatives.

Given that the Village of Coal City's housing rehabilitation efforts have been specifically defined in its successful CDBG grant application, there should be little need to rank requests for housing rehabilitation assistance on a competitive basis. Sufficient funding has been requested and awarded to execute the full scope of work agreed upon. Therefore, all application review, verification and approval actions shall be conducted on a first come, first served ongoing basis until all DCEO funds are depleted.

However, in an attempt to accommodate state and federal suggested guidelines for prioritizing assistance such that it intentionally benefits applicant home owners with the greatest needs, the following ranking system will be deployed by the Village:





**Priority Ranking Criteria:**

**HUD-Mandated Priorities for Housing Rehabilitation Assistance**

Family Income Status:

30% or less of Grundy County Median	30 points
31%-50% of Grundy County Median	20 points
51%-80% of Grundy County Median	5 points

Presence of Elderly Person in Household:

2 points for each Elderly Person	2 points each
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Presence of Disabled Person in Household:

2 points for each Disabled Person	2 points each
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Presence of Minority Person in Household:

2 points for each Minority Person	2 points each
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**Possible Additional Local Priorities for Housing Rehabilitation Assistance**

<u>Pays 35% or more of income on housing</u>	15 points
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<u>Pays 25% or more of income on housing</u>	10 points
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<u>Very Low Income Household</u>	20 points
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Structural Condition of Home:

Requires Major Rehabilitation for Compliance	20 points
Requires Moderate Rehabilitation for Compliance	15 points
Requires Minimal Rehabilitation for Compliance	5 points

Presence of Large Family (5+Persons):

1 point for each person in family	1 point each
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Presence of Female-Headed Household:

5 points for such a household	5 points
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Deduction if Household is a "Mobile Home"

- 5 points for such a situation	- 5 points
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**Total Ranking for Rehabilitation Assistance:** \_\_\_\_\_

## **Overall Program Administration**

The grant administrator shall function as principal administrative agent for the program under the supervision of the Village of Coal City Trustee. Mr. Lindeman, the grant administrator, shall also serve as the primary staff liason with the Village Trustee-appointed Village of Coal City Housing Rehabilitation Advisory Committee. As such, he shall advise committee members of meeting arrangements and provide on-going educational efforts designed to ensure that the committee members are fully aware of the program's objectives, accomplishments and constraints.

Under the supervision of the Village of Coal City Housing Rehabilitation Advisory Committee, the administrator shall verify the reported combined household income levels for comparison with the most current Section 8 income eligibility criteria for Grundy County, Illinois. This may involve direct communication with one or more of the applicant home owner(s)'s sources of income. In addition, the grant administrator and Village staff shall certify as to the geographic eligibility of the substandard residential dwelling to be rehabilitated and may elect to conduct a title search (if deemed necessary) to confirm ownership of the real estate.

Assuming that the applicant home owner(s) is deemed to be "program eligible", Mr. Lindeman shall then instruct Barnett Construction to perform an on-site physical inspection of the substandard residential structure and premises as delineated in latter portions of this manual. The findings of the inspection visit shall be included in a written work write-up identifying only those priority rehabilitation activities which are necessary to bring the structure into compliance with the Village's and other applicable housing codes.

Such information shall be presented by Mr. Lindeman to the membership of the Village of Coal City Housing Rehabilitation Advisory Committee for their review and possible concurrence. During such meetings, Mr. Lindeman and Barnett Construction may be required to provide other relatd assistance to the task force membership for the clarification of housing rehabilitation applications submitted for review and confirmation.

## **Village of Coal City Housing Rehabilitation Advisory Committee**

The volunteer ad-hoc membership of the Village of Coal City Housing Rehabilitation Advisory Committee has been appointed by the Village President and confirmed by the Village of Coal City Trustee. The committee consists of five voting members whose primary function shall be to equitably interpret and consider and confirm for implementation, housing rehabilitation applications in accordance with the Village's established policies and procedures stipulated in this manual.

The membership of the Village of Coal City Housing Rehabilitation Advisory Committee shall be expected to remain impartial in their judgements concerning the task force's review and final concurrence with applications submitted to them by the grant administrator, Kevin Lindeman.

In order to ensure that the committee's membership has sufficient latitude to act as a safeguard against potential program abuses, they will be privileged to confidential information which must not be divulged outside the committee meetings. Utilizing such authorities, the five-member Village of Coal City Housing

Rehabilitation Advisory Committee shall fully review, interpret and pass judgement as to the appropriateness of the housing rehabilitation application offered by the applicant.

Furthermore, since the membership of the Housing Rehabilitation Advisory Committee will, over a period of time, become intimately knowledgeable regarding the strengths and weaknesses of the policies and procedures employed by the Village in implementing its housing rehabilitation efforts, they may elect to suggest specific changes designed to improve the program's overall utility and performance. Ultimately, the authority to enact such changes will be vested solely in the Village of Coal City Trustee.

The term of membership on the Village of Coal City Housing Rehabilitation Advisory Committee shall at a minimum be commensurate with the duration of the Village's recently funded Housing Rehabilitation Assistance Program (approximately 2 years). However, the task force may continue beyond the termination of the present funding to assist in the selection of additional target areas for future neighborhood stabilization and revitalization efforts. Replacements on the volunteer task force may be necessary to incorporate representatives from new target areas, etc. and shall be appointed by the Village President with the consent of the Village of Coal City Trustee

The Village of Coal City Housing Rehabilitation Advisory Committee shall have the latitude to select from among its members, a chairman to assist in conducting its meetings and responsibilities. The membership of the Housing Rehabilitation Advisory Committee shall be asked to serve without compensation.

### **Rehabilitation Assistance Funding Amounts**

Since the Village of Coal City's CDBG grant agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO) contains both an indication of formally approved grant amounts and expectations as to the number of substandard owner-occupied, single-family residential structures to be rehabilitated, the Village of Coal City Housing Rehabilitation Advisory Committee has found it necessary to establish a ceiling on the amount of funding that will be deployed to any one eligible home owner. The establishment of maximum rehabilitation contract amounts is also consistent with the prudent use of public funds in ensuring that only those dwellings which can be economically rehabilitated are selected for improvements.

Based upon an actual exterior survey of housing conditions within the multi-block target area combined with the results of detailed family income surveys, the aforementioned CDBG housing rehabilitation application indicated that 32 of the 70 structures deemed to be in fair or substandard condition were occupied by low-to-moderate income families. Accordingly, when the \$495,253 that is available is allocated among an estimated ten of the 32 income eligible home owners, an average rehabilitation cost of \$42,018 is revealed. Utilizing an average investment of \$42,018 per unit, ten of the 32 previously identified income eligible, fair and substandard structures can be rehabilitated which is consistent with the Village's rehabilitation objectives for the two year grant award period.

Naturally, the structures found to be in fair condition will likely require less investment while some of the substandard units will require more than the average. When an applicant has satisfied all program

eligibility requirements (as previously delineated) and his or her application has been process by the grant administrator and reviewed and confirmed by the Housing Rehabilitation Advisory Committee, he or she will be entitled to receive financial assistance under the Village's housing rehabilitation program in an amount necessary to bring these substandard properties into full compliance with the Village's housing codes.

However, under no circumstances shall a single recipient home owner(s) receive more than \$50,000 in financial assistance from the Village's housing rehabilitation assistance program. The aforementioned \$50,000 ceiling per recipient shall apply to all types and sources of DCEO financing offered through the Village's housing rehabilitation assistance program.

In the event \$50,000 is insufficient to fully bring the property into compliance with the Village's and other applicable housing codes, rehabilitation assistance will not be approved unless other public or private resources are firmly committed and have been escrowed in the Village's Housing Rehabilitation Escrow Account at the time of the award of Rehabilitation Contract. Additional funds could include, but would not be limited to, Village leverage resources, owner equity, conventional home loans from participating local lending institutions, weatherization assistance from a community action agency and/or housing rehabilitation loan funds from the U.S. Farmers Home Administration, etc.

#### **Leveraging of Other Rehabilitation Resources**

In order to maximize the level of benefits received by income eligible, single family home owners and achieve its neighborhood stabilization and revitalization objectives for the multi-block targeted area, the Village shall encourage the leveraging of other available housing rehabilitation resources to compliment funds awarded through its own housing rehabilitation assistance program.

Local leveraged resources could come from either the locally committed \$10,000, local sector sources for additional rehabilitation work which are intended to assist economically distressed home owners in financing essential home improvements. Accordingly, the most logical sources for additional private sector leveraging consists of: (1) owner equity investments made by middle to upper income home owners within the multi-block target area; and/or (2) conventional home loans from the area's lending institutions which have previously indicated a pending interest in cooperating with the Village in fulfilling its housing rehabilitation assistance program objectives.

By comparison, examples of other public sector housing rehabilitation resources could include: (1) the complimentary use of local direct rehabilitation funding.; and/or (2) possibly, the complimentary use of low interest, fixed rate loan funds available through the Rural Development division of the USDA to certain income eligible home owners. Regardless of the ultimate source of leveraged funds, such resources will provide the Village with the additional flexibility of serving a greater number of recipient home owners and addressing substandard housing conditions which require more than \$50,000 to fully correct – thereby meeting the Village's housing codes.

## ***Description of Program Elements***

As required by the Village's CDBG grant agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO), state grant funds are to be used by the Village of Coal City to establish and support the Village of Coal City's housing rehabilitation assistance program. Those funds shall only be used to effectuate those repairs and or replacements by pre-qualified rehabilitation contractors that are necessary to correct actual or incipient violations of the Village's housing code or other applicable code and standards. To this end, the Village has proposed one principal type of rehabilitation assistance, forgivable loans. The following paragraphs further describe the provisions of this type of housing rehabilitation assistance.

### **Forgivable Loans**

Program eligible program applicants shall be eligible to receive forgivable loans in an average amount of up to \$42,018 or the actual cost for implementing essential rehabilitation improvements not to exceed \$50,000. In exchange for financial assistance from the Village, the home owner(s) shall agree to remain in the improved dwelling unit for a period of a least five years (60 months).

If the recipient home owner(s) remains in the home for the full five (5) year period (i.e. 60 months), the principal amount associated with the forgivable housing rehabilitation loan will be fully eradicated and forgiven. One-sixtieth (1/60) of the principal amount of the loan shall be forgiven for each full month that the unit home owner(s) continues to reside within the rehabilitated dwelling unit.

During the five year period immediately following the Village's approval and issuance of a forgivable loan under its housing rehabilitation assistance program no payments shall be due from the property owner as long as the property is the legal residence of the recipient and occupied by the recipient household. However, if the rehabilitated residential property is transferred by sale to another individual or the recipient family ceases to occupy the property as his or her legal residence, appropriate repayment of the Village's unsatisfied balance on its forgivable loan shall be considered immediately due and payable.

### **Applicant / Project Files and Reports**

The Village of Coal City, through their grant administrator Kevin Lindeman, shall maintain accurate individual project case files and records for each recipient's home owner(s) making application and/or receiving assistance under the Village of Coal City's housing rehabilitation assistance program and related components. Applicant files shall include: individual project case files, administrative files, contractor files, environmental clearance files, financial files, leveraged funds files along with specific documentation and any other pertinent files.

At a minimum, each applicant's project case file shall further be segregated into two major components which include: (1) applicant eligibility files; and (2) rehabilitation project files. A further description of each file is provided in the following paragraphs.

### **Applicant/Project Eligibility File**

This file shall contain a recipient home owner(s)'s formal application for rehabilitation assistance by the Village, through their grant administrator Austin Taylor under the provision of its housing rehabilitation assistance program. In addition, this file is also expected to contain other sensitive financial information and the documentation deemed necessary to verify the household's combined family annualized income and home ownership and security interest information relative to the single-family substandard dwelling unit in question to be rehabilitated somewhere within the confines of the project target area.

In order to protect the right-to-privacy of the applicant home owner(s), the information in this file shall be made available only to essential Village personnel, members of the Village of Coal City Housing Rehabilitation Advisory Committee and representatives of the Illinois Department of Commerce and Economic Opportunity (DCEO) or the Illinois Housing Development Authority. Access to such information shall be provided only for the purpose of verifying the applicant household's program eligibility. Disclosure of such information for any other purpose shall be considered a violation of the need for strict confidentiality regarding such information and shall not be tolerated.

### **Rehabilitation Project File**

This project file shall contain more non-sensitive data regarding the applicant household, the location of the substandard dwelling unit within the target area and a copy of the work write-up prepared under contract with Barnett Construction for the Village of Coal City Housing Rehabilitation Advisory Committee as a result of a physical on-site inspection of the premises in question. In addition, this file shall further contain the Committee's documentation that the project has been undertaken in accordance with the program's stated criteria and all applicable state and federal regulations, evidence of project review and confirmation by the Village of Coal City Housing Rehabilitation Advisory Committee and any other details regarding project selection for funding, (if applicable) etc.

Assuming that the project has been selected for funding, this file would also contain notes from a post-award conference with Barnett Construction, contractor selection information for bidding purposes, documentation of the local bid-letting procedures, a copy of the subsequent state required Rehabilitation Contract between the Village and home owner, notice to proceed order and subsequent monitoring reports leading to the final payment and close-out of the rehabilitation project.

**Note:** \*see the conclusion of this report for a copy of the Rehabilitation Contract.

Should any additional leveraged funds be involved in supporting rehabilitation efforts, documentation of such funds will also be maintained in this file. The Village of Coal City shall provide evidence that any leveraged funds were escrowed into the local checking account (i.e., the Rehabilitation Escrow Account) established for deposit of CDBG funds prior to executing the aforementioned state mandated Rehabilitation Contract and Notice to Proceed to the rehabilitation contractor selected.

The information contained in this file is not considered sensitive data which must be held in confidentiality to protect the right-of-privacy of the recipient home owner(s). Accordingly, such data will be made available for review at the Village Collector's office during normal working hours. Individuals requesting access to these files should advise the Village Collector in advance.

## ***Fiscal Management & Administration***

### **Fiscal Management of Rehabilitation Funds**

As a condition of its CDBG grant agreement with the Illinois Department of Commerce and Economic Opportunity (DCEO), the Village of Coal City certifies that the community's financial system is adequate for handling all transactions and accounting for the approved housing rehabilitation activities funded through the CDBG Program.

### **Rehabilitation Escrow Account**

All CDBG grant funds received by the Village of Coal City for subsequent use under its housing rehabilitation assistance program shall be placed in a local account established by the Village and known as the Rehabilitation Escrow Account. The account will be established at a local lending institution which is covered by FDIC or FSLIC insurance for up to \$100,000 in deposits. All draws upon the Rehabilitation Escrow Account shall be by check.

In instances where expenditures are made on the Village's Rehabilitation Escrow Account to cover the costs associated with previously approved rehabilitation activities performed by a pre-qualified contractor, the check shall be made payable to the rehabilitation contractor(s) that actually performed such work. To trigger such payment, the local contractor shall prepare and submit to the Village of Coal City Village Clerk; an appropriate written statement requesting payment for actual rehabilitation services rendered under the program; and lien waivers from all applicable authorized subcontractors and material suppliers, etc. Under no circumstances shall a rehabilitation contractor be allowed to secure partial payments from the Village's Rehabilitation Escrow Account prior to the completion of the full range of rehabilitation activities being supported by CDBG payments.

The state-mandated Rehabilitation Contract does not provide for contingency funds and therefore any addendums or modifications to the original scope of work to be performed must be documented in writing and provide specific detail as to the additions or deletions from the original scope of work to be performed with CDBG or Trust Fund resources. Prior to implementing any such addendums or modifications to the original scope of work to be performed, they must be approved in writing by: the applicant home owner(s); the Village of Coal City Housing Rehabilitation Advisory Committee; and Barnett Construction which will be performing housing inspections under contract with the Village of Coal City.

DCEO CDBG resources deposited in the Village's Rehabilitation Escrow Account shall serve as a statutory bond for the rehabilitation contractor selected to perform such services and final rehabilitation payments shall not be disbursed prior to the completion of all rehabilitation activities and a final inspection to the premises by Barnett Construction, the recipient single-family home owner(s) acceptance of the completed work and the release of all mechanic's liens from subcontractors and material suppliers, etc.



## **Housing Inspection / Work Write-Up**

Upon receipt of a formal application for rehabilitation assistance from an income eligible home owner(s) residing within the multi-block targeted residential area, Barnett Construction shall, upon the request of the grant administrator, conduct a physical inspection of the residential premises, the findings of which shall be contained in a work write-up report. During the said inspection of the premises, the residential structure and surrounding grounds will be examined to determine their physical condition and livability along with the identification of any violations of the Village's or other applicable housing codes which would be eligible for correction with funds provided through the Village's housing rehabilitation assistance program.

Specifically, during the on-site inspection visit Barnett Construction shall:

- inspect the fair to substandard single-family residential structure to be rehabilitated from the basement to the roof (inside and out), and the surrounding grounds to determine all major and minor defects existing at the time of the on-site physical inspectoin visit;
- evaluate the structure's major systems (i.e. plumbing, electrical, and heating/ventilation system, etc.) to determine their present and future soundness and function;
- identify and describe rehabilitation activities and other improvements which are necessary to bring the dwelling unit into compliance with the Village's and other applicable housing codes (including the Illinois State Plumbing Code, National Electric Code, HUD Lead Base Paint Regulations, Illinois Energy codes or compatible property maintenance codes, 2017 IECC, the Illinois Lead Poisoning Prevention Act & Code, and include such information in a detailed work write-up report, including a description of the materials to be used;
- prepare a detailed and specific list of work activities and materials specifications to be used as a basis for subsequently accepting competitive bids from pre-qualified area rehabilitation contractors, pending review, concurrence and selection of the project by the grant administrator, the Village of Coal City Collector and membership of the Village of Coal City Housing Rehabilitation Advisory Committee;
- prepare an accurate estimate of the probable cost required to support the highest priority rehabilitation activities in order to determine whether or not additional leveraged funds will be essential to bring the structure into total compliance with the Village's codes and evaluate competitive bids received from rehabilitation contractors on the Village's pre-qualified contractor list; and
- provide the report to be placed in the rehabilitation project file and shared in summary form with the membership of the Village of Coal City Housing Rehabilitation Advisory Committee. Barring the possibility of the need for change orders to address a violation not readily apparent at the time of the on-site physical inspection, the work write-up report shall serve as the basis for the final

scope of work to be contained in a future Rehabilitation Contract by and between the recipient home owner(s) and the rehabilitation contractor ultimately selected.

### **Project Bidding Procedures**

After the Village of Coal City Housing Rehabilitation Advisory Committee has had an opportunity to review and concur with the housing rehabilitation application materials provided by the grant administrator, the latter shall advise in writing all applicant home owners of the outcome of the task force meeting. The grant administrator will contact those applicant home owners selected to receive financial assistance to schedule a conference during which they will be informed of the amount of rehabilitation assistance to be provided and appraised of the specific work write-up specifications which define all elements of the housing rehabilitation activities to be financially supported.

The applicant home owner (or their designated representative) shall approve the work write-up specifications by signing the work write-up form and the grant administrator will notify all rehabilitation contractors on the pre-qualified general and subcontractors list to offer them an opportunity to bid on such improvements. Pre-qualified general and subcontractors will only be excluded for participation by the Village of Coal City Housing Rehabilitation Advisory Committee based upon specific written policies that have been provided to both the recipient homeowner and contractors under specific circumstances (e.g., the Village's belief that the general or subcontractor lacks the staff and/or equipment necessary to complete such improvements in a timely manner consistent with the Rehabilitation Assistance Program's contractual timelines, etc.)

Finally, the recipient home owner(s) shall be informed about all contract stipulations governing the use of DCEO CDBG funds. The home owner (or his or her designated representative) must acknowledge and agree in writing to such stipulations of housing rehabilitation funds. The grant administrator shall make every reasonable attempt to explain such stipulations fully to the applicant home owner(s).

In addition to the specific stipulations previously identified which are directly associated with forgivable loans, the following general stipulations will be identified and explained to the home owner(s): (1) the recipient shall notify the Coal City Village Clerk's office of any change in the intended use of the rehabilitated dwelling unit; (2) the recipient home owner(s) shall notify the grant administrator of any change in occupancy of the rehabilitated structure; (3) the recipient home owner(s) shall provide evidence of sufficient fire and property coverage insurance in an amount equal to or greater than the estimated fair market value of the structure after rehabilitation; and (4) the recipient home owner(s) shall notify the Coal City Village Clerk of any legal change in ownership of the rehabilitated dwelling unit.

### **Contractor Qualifications**

In order to promote an effective Housing Rehabilitation Assistance Program which results in maximum benefits to both individual recipients and the multi-block targeted area, the Village of Coal City shall only award CDBG supported rehabilitation contracts to reputable, credit-worthy and properly insured contractors. Consideration will be given to the potential contractor's integrity, previous performance level and compliance with public policy (where applicable) and available financial and technical resources, etc.

To this end, the Village of Coal City shall establish and maintain a pre-qualified contractors list from which all housing rehabilitation contracts will be awarded.

In order to document their credit-worthiness, quality of work and insurability, the contractors will be asked to provide the Village with: (1) a credit reference from a financial institution with which the contractor has funds on deposit or from who the contractor has received a loan; (2) a credit reference from at least two suppliers from whom the contractor has recently purchased supplies, materials, and/or equipment; (3) a list of two or more prior clients for whom the contractor has performed residential construction rehabilitation work; and (4) documentation of adequate insurance coverage including at a minimum liability insurance of \$1,000,000 for all three categories.

The inclusion of a contracting firm on the Village's pre-qualified contractors list is not necessarily a permanent acknowledgement by the Village for the life of its housing rehabilitation assistance program. Instead, such recognition is based upon the rehabilitation contractor's historical and current performance. As a result, temporary or even permanent suspension from the pre-qualified contractors list may be initiated by the Village of Coal City President for due cause such as financial insolvency or failure to pay subcontractors or material suppliers the amounts rightfully due to them.

In addition, poor quality of workmanship and/or the rehabilitation contractor's failure to strictly adhere to the specifications of the work write-up and/or Rehabilitation Contract (or as amended by the issuance of a signed change order) shall also constitute cause for suspension. Finally, failure to reply in a reasonable fashion to complaints by the home owner or the grant administrator and/or maintain the required insurance coverage levels shall result in suspension of the contractor from the pre-qualified contractors list.

### **Competitive Bidding Requirements**

As required by 24 CFR Part 85.36 which also constitutes DCEO's requirements for competitive bidding for all CDBG supported housing rehabilitation grant awards, the Village of Coal City, with assistance from the grant administrator, shall maintain a contract administration system which ensures that the selected local rehabilitation contractors perform in accordance with the terms, conditions and specifications of their Rehabilitation Agreement and related purchase orders, etc. The Village of Coal City and all rehabilitation contractors selected to provide housing rehabilitation improvements supported by DCEO CDBG fund resources shall maintain procurement records sufficient to document: the method of procurement utilized; selection of contractor type; the contractor selection or rejection process employed and the basis for the successful contractor's bid. In addition, all inspection services must also be properly procured.

The grant administrator will conduct all transactions concerning the solicitation of housing rehabilitation services and the selection of local rehabilitation contractors in a manner which fosters full and open competition consistent with federal regulations and DCEO's policies requiring competitive bidding. All procurement of rehabilitation services shall be solicited by an advertisement for sealed bids. Such sealed bids will be opened at a predetermined time, date and location and a firm fixed price (lump sum or unit price) contract shall normally be awarded to the responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest price. The Village of Coal City shall

make a concerted attempt to invite all local rehabilitation contractors to gain recognition by the Village for inclusion on its pre-qualified list of contractors list as a means of fostering enough qualified sources to maintain a competitive bidding environment.

The Village of Coal City shall attempt to avoid locally imposed contractor qualification requirements which might restrict local participation and competitive bidding for future housing rehabilitation contracts. Restrictive factors might include: requiring unreasonable or unnecessary experience and excessive bonding criteria; permitting non-competitive pricing practices between firms or affiliated companies; permitting apparent detrimental conflicts of interests by bidders; and requiring arbitrary action as part of the procurement process.

### **Minority Contractor Participation Goal**

According to the 2010 Census of Population, 2.35% of the residents of the Village of Coal City were classified as minority individuals. The Village's CDBG grant application further notes that 4.2% of the households within the aforementioned multi-block project target area are minority individuals. Despite this finding, the Village of Coal City is establishing a numerical goal for minority business enterprise participation under its housing rehabilitation assistance program.

Specifically, the Village of Coal City's minority participation goal shall be established at 11.4% of the total funds expended by the Village for: (1) rehabilitation contracts financially supported through forgivable loans. However, in order to protect the best interest of both the recipient home owner(s) and the Village, no aspect of the Village's establishment of a minority participation goal shall be construed to impart preferential treatment or status to a minority rehabilitation contractor who fails to meet the eligibility criteria for inclusion on the Village's pre-qualified contractors list.

### **Contracting for Rehabilitation Work**

Pending successful application, eligibility review, ranking, committee concurrence and subsequent contractor selections/bid-letting procedures, the Village of Coal City Housing Rehabilitation Advisory Committee (in concert with the recipient home owner) shall award a Rehabilitation Contract to a bidding contractor from the Village of Coal City's pre-qualified contractors list. Each written bid received by the Village of Coal City Housing Rehabilitation Advisory Committee shall be compared to the reasonable estimate of probable cost prepared for the specific structure by the procured Housing Inspector.

All bids may be rejected if each written bid amount is a least fifteen percent (15%) higher than the aforementioned reasonable estimate of probably cost. After bids have been accepted and opened, the procured Housing Inspector may be authorized by the Village of Coal City Housing Rehabilitation Committee to reduce the scope of rehabilitation improvements to be undertaken to bring the price of such contractor rehabilitation services into closer compliance with the estimate of probable cost.

Such reductions shall be uniformly applied to the original scope of rehabilitation work to be performed by each bidder and then the final contract awarded to the lowest qualified, responsible and responsive bidder.

The grant administrator shall provide assistance to each recipient home owner in preparing and then executing a written Rehabilitation Contract in a format provided by DCEO. The Rehabilitation Contract document shall represent an agreement by and between the rehabilitation contractor and the recipient home owner(s). The state provided Rehabilitation Contract shall consist of a single document signed by the rehabilitation contractor identified and selected through the competitive bid-letting procedures and accepted by the recipient home owner(s). No other form of agreement shall be considered acceptable.

The aforesaid Rehabilitation Contract shall only be executed following the Village's approval of the recipient's housing rehabilitation assistance application and the form and content of the Rehabilitation Contract. The Rehabilitation Contract shall contain an exact copy of the contractor's bid proposal including the general conditions, as well as the specifications for the rehabilitation work to be performed.

To assist recipient home owners in quickly developing an acceptable Rehabilitation Contract format, the Coal City shall develop and offer as a guide a sample Rehabilitation Contract prepared by the grant administrator and reviewed by the Village attorney (if applicable) for Coal City, Illinois. All Rehabilitation Contracts shall be executed in triplicate and distributed as follows: (1) the original shall be provided to the successful rehabilitation contractor; (2) the first copy shall be provided to the recipient home owner; and (3) the final copy shall be retained by the Coal City Village Clerk, grant administrator, or designated individual, as part of the project's Rehabilitation Project File.

Formal execution of the Rehabilitation Contract (along with a pre-construction conference) shall take place at the Village of Coal City Hall or another location acceptable to all interested parties. The meeting will be supervised by the grant administrator and appropriate Village official.

After contractual agreements have been executed by the recipient home owner and rehabilitation contractor (and found to be acceptable by the grant administrator) the home owner will issue a Notice to Proceed order signed by the successful contractor and recipient home owner. Only then can the rehabilitation contractor formally initiate construction related activities and improvements.

While it is not the Village's intent to enumerate each detail of an acceptable rehabilitation contract in this manual, at a minimum the contractual documents shall contain:

- (1) the names and addresses of both the recipient home owner and the successful rehabilitation contractor;
- (2) the street address of the substandard residential structure to be rehabilitated;
- (3) the specific scope of rehabilitation work to be performed in order to bring the unit into compliance with the Village's and/or other applicable housing codes;

- (4) the maximum amount of funds authorized by the contract to be provided from the Village's Rehabilitation Escrow Account;
- (5) provisions delineating a specific period after the issuance of a Notice to Proceed order within which rehabilitation work must commence and related provisions defining the total duration within which the contractor must satisfactorily complete the full scope of rehabilitation activities;
- (6) provisions for liquidated damages in the event the rehabilitation contractor does not proceed with construction activities in a timely fashion along with procedures for negating and reassigning or (re-bidding) such rehabilitation activities to an alternate pre-qualified rehabilitation contractor;
- (7) provisions identifying the procedures for the Village's issuance of interim or partial payments to the rehabilitation contractor predicated on his or her level of performance;
- (8) provisions requiring the pro-rated expenditure of funds for all projects where leveraged housing rehabilitation resources are involved;
- (9) restrictions against the rehabilitation contractor assigning such work to another rehabilitation firm without the expressed written consent of both the recipient home owner and the Village;
- (10) provisions indicating that all housing rehabilitation activities shall be performed in accordance with the Village's housing code whether or not specifically covered specifications and drawings;
- (11) provisions that the rehabilitation contractor shall keep the construction premise reasonably clean and orderly during the course of work and remove all debris upon the completion of such rehabilitation activities;
- (12) provisions requiring the rehabilitation contractor to procure and maintain the Village's pre-established minimum liability insurance levels during the duration of the rehabilitation contract;
- (13) provisions that all change orders to the original bid specifications require the written approval of the recipient home owner and the grant administrator prior to commencement of additional construction activities; and
- (14) provisions noting that the home owner will permit the rehabilitation contractor to use (at no cost) existing utilities such as light, heat, power, and water normal and necessary to carry out the agreed upon scope of rehabilitation activities.

In fulfillment of the contractual obligations to the Village of Coal City, the procured Housing Inspector shall make periodic monitoring inspections at the site where rehabilitation activities are being carried out. Under normal circumstances, inspections will be conducted at least once or twice per week in order to ensure that the rehabilitation activities are being constructed in accordance with the work write-up and Rehabilitation Contract. The grant administrator shall act as a mediator in any disputes between the recipient home owner(s) and the rehabilitation contractor.

#### **Final Inspection of Rehabilitation Activities**

Upon joint notification by the recipient home owner, the rehabilitation contractor, the procured Housing Inspector, as well as the grant administrator, shall make a final inspection of the rehabilitated premises to ensure that all scheduled rehabilitation activities have been satisfactorily completed. Upon a satisfactory final inspection by the aforementioned individuals, the recipient home owner will be asked to sign a Certification fo Project Completion document for the rehabilitation activites which have been performed under Village's housing rehabilitation assistance program. See the certification form near the conclusion of this document.

Prior to the issuance of a final payment from the Village's Rehabilitation Escrow Account, the rehabilitation contractor shall provide the grant administrator, with a General Contractor's Affidavit and copies of releases of liens signed by any and all subcontractors and suppliers involved in the rehabilitation activities. Upon the recipient home owner's certification that all agreed upon rehabilitation activities have been satisfactorily completed and the receipt of all releases of liens from subcontractors and suppliers, the grant administrator shall authorize release of the balance of payments covered under the Rehabilitation Contract to the rehabilitation contractor.





Appendix

**HOUSING REHABILITATION ASSISTANCE PROGRAM  
2019 FAMILY INCOME GUIDELINES (GRUNDY COUNTY, ILLINOIS)**

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<b>2019 Family Income Ceilings</b>			
<u>Size of Household</u>	<u>Low-Mod Income</u> (80%)	<u>Low Income</u> (50%)	<u>Very Low Income</u> (30%)
1 Person	\$ 47,800	\$ 29,900	\$ 17,950
2 Persons	\$ 54,600	\$ 34,150	\$ 20,500
3 Persons	\$ 61,450	\$ 38,400	\$ 23,050
4 Persons	\$ 68,250	\$ 42,650	\$ 25,750
5 Persons	\$ 73,750	\$ 46,100	\$ 30,170
6 Persons	\$ 79,200	\$ 49,500	\$ 34,590
7 Persons	\$ 84,650	\$ 52,900	\$ 39,010
8 or More	\$ 90,100	\$ 56,300	\$ 43,430
	(20 Points)	(25 Points)	(35 Points)

**Note:**

Family income ceilings for defining low-to-moderate income, low-income and very-low income households and therefore, possible eligibility for participation in the Village of Coal City Housing rehabilitation assistance program, are based upon HUD's eligibility guidelines for its Section 8 program. In accordance with HUD / DCEO requirements, the total household income must be calculated and verified by including the earned income of all persons over the age of 18 residing within the dwelling unit to be rehabilitated.

To calculate the family's combined annual income for comparison with the low-to-moderate income thresholds cited above, the total monthly income of all persons over the age of 18 residing within the dwelling unit to be rehabilitated shall be multiplied by 12. Only in the instance of self-employed individuals shall the prior year's federal income tax returns be utilized for determining their annual income and in such instances, the person's / household's total income before expenses as reported on their federal tax return shall be considered to be their annual income.

Any additional questions regarding inclusions or exclusions for determining an applicant homeowner's annual income (and possible eligibility for housing rehabilitation assistance from the Village of Coal City) shall be resolved in accordance with the most current guidance provided in the CDBG Grants Management Handbook.

**AGREEMENT FOR HOUSING REHABILITATION  
UNDER THE VILLAGE OF COAL CITY'S  
HOUSING REHABILITATION ASSISTANCE PROGRAM**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR" and \_\_\_\_\_, herinafter referred to as the "OWNER".

**WITNESSETH THAT:**

**WHEREAS**, the OWNER desires to engage to the CONTRACTOR to perform the work and provide the materials, tools, and machinery to rehabilitate, renovate, repair or improve the property commly known as \_\_\_\_\_, for the sum of \$\_\_\_\_\_. Work Specifications, and Working Drawings attached hereto as Exhibit "A" and expressly incorporated herein by reference and made a part hereof, and;

**NOW THEREFORE**, the parties do mutually agree as follows:

I. **SCOPE OF SERVICES.** The CONTRACTOR shall perform the work diligently and in a good, workmanlike manner, and furnish all the materials specified to make the improvements described herein for the aforesaid property. Materials used and installed must be new and of the best quality.

II. **DOCUMENTS.** The contract shall include the following documents marked as Exhibits and made a part hereof:

- Exhibit A, Instruction to Bidders dated \_\_\_\_\_
- Exhibit B, Work Write-Up dated \_\_\_\_\_
- Exhibit C, Bid Proposal dated \_\_\_\_\_
- Exhibit D, Notice to Proceed dated \_\_\_\_\_
- Exhibit E, Notification Lead-Based Paint Poisoning

III. **TIME FOR PERFORMANCE.** The CONTRACTOR shall, within 10 calendar days from the date of the Notice to Proceed, begin actual performance hereunder and all work to be performed by the CONTRACTOR shall be completed in accordance with the General Conditions, List of Work, applicable Work Drawings and Specifications within forty-five (45) working days thereafter. Notwithstanding the aforesaid, the CONTRACTOR is excused from the performance time requirement if, during the progress of work, delay is authorized in writing by the OWNER, delay is caused by an act of neglect of the OWNER or any employee of the OWNER, or by a separate CONTRACTOR employed by the OWNER, or by authorized changes in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualites, or any causes completely beyond the CONTRACTOR's control, and time of completion shall be extended for such reasonable times as the OWNER may decide.

In the event that the CONTRACTOR does not complete the work within the period designated, the CONTRACTOR shall pay to the OWNER the sum of \$25.00 as liquidated damages for each and every day of the delay until the contract work is completed. Delays caused by strikes, acts of the OWNER, or unforeseen and unusual conditions not

contemplated by the Parties hereto will be considered grounds for a commensurate extension of time.

IV. **PROPOSAL.** The CONTRACTOR's Bid and Proposal shall be accepted by the OWNER within thirty (30) days from the deadline date for return of the Proposal, but it is expressly understood that the CONTRACTOR shall not commence work until he has received a written Proceed Order properly signed by the OWNER.

V. **SUBCONTRACTING.** The CONTRACTOR shall not be required to employ any Subcontractor against whom he has a reasonable objection. The CONTRACTOR agrees that he/she is as fully responsible to the OWNER for the acts and omissions of his/her Subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of him/herself or persons directly employed by him/her. Nothing contained in the Agreement documents shall create any contractual relation between any Subcontractor and the OWNER. The CONTRACTOR shall not subcontract any part of the work under this Contract or permit his/her subcontracted work to be further subcontracted without the prior written approval of the OWNER. The CONTRACTOR shall submit to the OWNER along with his/her Bid and Proposal, a complete list of proposed Subcontractors and possible alternatives.

VI. **INSURANCE.** The CONTRACTOR shall maintain such insurance as will protect him/her from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of, and during operations under, this Contract, where such operations be by him/herself or by any subcontractor or anyone directly or indirectly employed by either of them. The CONTRACTOR shall maintain general liability insurance issued by an insurance company licensed to do business within the State of Illinois, indicating the CONTRACTOR as the insured and naming the OWNER as an additional insured for the duration of the contract in at least the following amounts:

- A. \$1,000,000 bodily injury to any person;
- B. \$1,000,000 bodily injury for any one occurrence; and
- C. \$1,000,000 property damage for any one occurrence

and the CONTRACTOR shall maintain Worker's Compensation insurance in at least the amount required by State statute. Certificates of insurance indicating coverage as required under this Contract shall be submitted to the OWNER prior to the execution of the Contract.

VII. **CHANGES.** It is agreed by the Parties hereto that all changes mutually agreed upon shall be in writing and signed by the Parties to the Contract. Any agreements not signed as heretofore indicated shall be considered null and void.

VIII. **WAIVER OF LIENS.** The law requires that the CONTRACTOR shall submit a sworn statement of the persons furnishing materials and labor before any payments are required to be made to the CONTRACTOR. The CONTRACTOR shall submit to the OWNER a Contractor's Affidavit and a waiver of all mechanics, laborers, subcontractors and material suppliers' liens prior to final payment of the contract price.

IX. **COMPENSATION.** The OWNER agrees to compensate the CONTRACTOR, an amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the home

rehabilitation services and materials to be provided herein. Said compensation shall normally be provided via the Village in no more than three interim progress payments and in all cases will be justified by the prorated total agreed upon scope of work to be undertaken.

- X. **METHOD OF PAYMENT.** OWNER shall make initial payments to the CONTRACTOR for the services and materials to be provided for the improvements to the aforementioned property upon receipt of request for payment by the CONTRACTOR. The total contract price shall be paid to the CONTRACTOR in one or more progress payments, based upon the value of the work completed. Twenty percent (20%) of each payment to the CONTRACTOR shall be retained by the OWNER until thirty (30) days after the issuance date of the Certificate of Final Inspection. Any request for payment must be accompanied by applicable affidavits, waivers of lien, or claims for liens by subcontractors, laborers, or material representatives shall be permitted to examine and inspect all subcontractors, materials, equipment, payrolls and conditions of employment pertaining to the work, including all relevant dates and records.
- XI. **WORKMANSHIP.** The work provided hereunder by the CONTRACTOR shall be executed as directed by the List of Work and Specifications in the most sound, workmanlike and substantial manner; and all materials used in the rehabilitation, renovation, repair, and improvements shall be new unless otherwise expressly set forth in the Specifications.
- XII. **DEFECTS AFTER COMPLETION** . The CONTRACTOR shall guarantee the work performance for a period of twelve (12) months from the date of final acceptance of all work required by the Contract unless otherwise specified in the work write-up. Furthermore, the CONTRACTOR shall furnish the OWNER, with all manufacturer's and suppliers written guarantees and warranties covering materials and equipment furnished under the Contract. Any defects that appear within a twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon direction of the OWNER, be corrected and made good by the CONTRACTOR at his/her expense.
- XIII. **PERMITS AND LICENSES.** All permits and licenses necessary for the completion and execution of the work shall be secured and paid for by the CONTRACTOR. All work shall be performed in conformance with applicable local codes and requirements whether or not covered by the Plans and Specifications for the work
- XIV. **LIABILITY AND INDEMNIFICATION.** The CONTRACTOR shall defend, indemnify, and hold harmless the OWNER and its officers and employees from liability and claim for damage because of bodily injury, death, property damage, sickness, disease or loss and expense, including attorney fees and court costs, arising from CONTRACTOR's operations under this Contract or the operations of any Subcontractor employed.
- XV. **DEFAULT.** In case of default by the CONTRACTOR, the OWNER may procure the articles or services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. However, the OWNER shall have the duty to mitigate any such damages by obtaining the low reasonable cost for such articles or service.
- XVI. **CLEAN-UP OF PROPERTY.** The CONTRACTOR shall keep the premises clean and orderly during the course of work and shall remove all debris at the completion of work.

Unless otherwise noted, materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR.

XVII. **PROTECTION OF VEGETATION.** The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs, flowers, bushes, and grass; not adjacent to the site of the work, which are not to be removed, and which do not reasonably interfere with the work.

XVIII. **TERMINATION.** In case the CONTRACTOR fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the CONTRACTOR, then, in any case, upon fifteen (15) days' written notice to the CONTRACTOR, the OWNER shall have the right to serve a notice of intent to declare default upon the CONTRACTOR giving the CONTRACTOR fifteen (15) days to correct the noncompliance or defect. Said notice shall contain the reason or reasons for the OWNER's intent to declare the CONTRACTOR in default. Unless the CONTRACTOR shall rectify the defect or noncompliance within fifteen (15) days after service of said notice, or shall make an agreement to do so with the OWNER within fifteen (15) days after service of said notice, the OWNER may, by a second written notice, declare the CONTRACTOR to be in default and thereby terminate his right to proceed under the Contract. In the event the CONTRACTOR is thus declared to be in default, the OWNER will proceed to have the work completed, shall apply any money due to the CONTRACTOR under the Contract to the cost of having the work completed, and the CONTRACTOR shall be liable for any damages of the OWNER occurring as a result of the default.

XIX. **NOTICE.** Notices to be given by the OWNER and to the CONTRACTOR shall be considered given for the purpose of this Agreement if mailed by regular mail to the CONTRACTOR at:

(CONTRACTOR's Name)  
(CONTRACTOR's Street Address)  
(CONTRACTOR's City, State and Zip Code)

XX. **CONTROL & SUPERVISION.** In connection with this Contract, it is specifically agreed and understood by the parties that the operation, control, and supervision of the construction shall be bourn entirely by the CONTRACTOR, and the OWNER shall have no right to control and direct any employee of any Subcontractor while working on the premises.

XXI. **ENTIRE AGREEMENT.** It is understood and agreed by all Parties hereto that the provisions of this Contract constitute the entire agreement, and that no oral representations by either party or their agents are binding upon either party to this Contract. Any change, omission, or addition to this Contract must be made in writing and signed by all Parties herto before it is binding upon any of the Parties hereto.

XXII. **HEIRS, EXECUTORS & ASSIGNS.** All agreements herein contained shall be binding on the heirs, executors, administrators, and assigns of the Parties hereto.

XXIII. **ASSIGNMENT.** The CONTRACTOR shall not assign the Contract without prior written consent of the OWNER.

**THE CONTRACTOR SHALL ALSO COMPLY WITH THE FOLLOWING:**

- A. **Copeland "Anti-Kickback" (Title 40 U.S.C. Section 276c).** As supplemented in Department of Labor regulations (29 CFR, Part 3), this Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled.
- B. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.
- C. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds available under this title.
- D. **Executive Order 11246.** If the sum to be charged for the work is more than \$10,000, the Contractor further agrees as follows:
  - 1. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1986, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 2. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
  - 3. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor or Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 4. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of Secretary of Labor, or as otherwise provided by law.
  - 5. The Contractor will include the provisions of paragraph (A) through (G) attached as Exhibit B in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will take

such action with respect to any subcontract or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event that the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. If the Contract is for a structure that will contain eight (8) or more dwelling units after rehabilitation, the Contractor and subcontractors will be required to abide by the Federal Labor Standards provisions as set forth in Form HUD-3200, Federal Labor Standards provisions as modified by Form H-3200A, Addendum to Federal Labor Standards Provision.
- E. **Lead-Based Paint Poisoning Prevention Act.** Section 401(b) of this Act prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.
- F. **Interest of Certain Federal and Other Officials.**
- a. No member or delegate to the Congress of the United States or official of the State of Illinois shall be admitted to any share or part of this Contract or to any benefit to arise from same.
  - b. In accordance with 24 CFR 570.489 (h) of the Federal Register, no member of the \_\_\_\_\_ and no other public officer, employee, or relative of the \_\_\_\_\_ who exercises any functions or responsibilities in connection with the administration of the Community Development Assistance Program shall have any interest, direct or indirect, in this Contract.
- G. **Compliance with Air and Water Acts.** The Contractor shall not operate a facility in the performance of this Contract which is listed in the *List of Violating Facilities* issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

**THIS CONTRACT AND ALL TERMS AND CONDITIONS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.**

**CONTRACTOR:**

**OWNER(S):**

\_\_\_\_\_  
Rehabilitation Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

BY:

---

Name and Title

---

Address

---

City

State

Zip





**EXHIBIT "A"**

**INSTRUCTION TO BIDDERS**

(Date of Invitation to Bid)

REHABILITATION WORK ON RESIDENCE OF:

**(Name of Applicant Home Owner[s])  
(Street Address within Target Area)  
(City, State and Zip Code)**

1. Attached hereto is an Invitation for Bid No. \_\_\_\_\_ consisting of \_\_\_\_\_ pages. All items contained in the Instruction to Bidders are applicable to this invitation for Bids, unless otherwise noted on the bid form.
2. The bids will be received until \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, and opened on the same day at \_\_\_\_\_. A pre-construction conference will be held with the successful bidder before the beginning of work.
3. The grantee, functioning in the capacity of technical advisor to the Property Owner, is assisting the Property Owner in obtaining bids, executing necessary contract documents, and inspecting the rehabilitation work as it is accomplished.
4. One copy of the Proposal (Exhibit C) is to be completed, sealed and returned to the address designated by the grantee, prior to the exact time set for opening of the Bids. Bids received after the designated time will be returned unopened and will not be considered.
5. No bids may be withdrawn for at least thirty (30) days after the scheduled closing time for receipt of Bids.
6. **IMPORTANT.** The following information must appear on the lower left hand corner of the envelope in which the Bid Forms are sealed:

Invitation for Bid No. \_\_\_\_\_

Date of Bid Opening, \_\_\_\_\_

Example:

---

Contractor's Return Address  
City, State, Zip code

IFB No. \_\_\_\_\_

Date of Bid Opening, \_\_\_\_\_

7. If any requirement of the Invitation for Bids is questionable, or appears to be contradictory in nature, clarification should be requested in writing from the grantee at least ten (10) days prior to the date set for Opening of the Bids.

8. Bidders should visit the site and take such steps as may be reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The bidders are invited to meet with the owner or representative at the site at \_\_\_\_\_ on \_\_\_\_\_. Other arrangements may be made for site visits by contacting (*the grantee*) at (\_\_\_\_\_) (NO COLLECT CALLS ACCEPTED) between 8:00 a.m. and 5:00 p.m. weekdays.
9. The contract will be awarded to the lowest bidder from among qualified contractors conforming to the solicitation, unless the homeowner demands that a certain contractor undertake the work.
10. Before a Bid is considered for award, the Bidder may be requested by the grantee to submit a statement regarding his/her previous experience in performing comparable work, his/her business and technical organization and his/her financial resources. Bid, performance and payment bonds will not be required for this contract. However, the grantee reserves the right to require a performance and payment bond if the Director determines the financial and technical data available to be insufficient to adequately determine the responsibility of the low bidder.
11. All alternate item bids should be placed on a separate bid sheet provided within the bid packet. The alternate bids should not be included within the total bid sum.

**EXHIBIT "D"**

**NOTICE TO PROCEED**

Date: \_\_\_\_\_

RE: **NOTICE TO PROCEED**, at

\_\_\_\_\_  
(Address)

Reference is made to our contract dated \_\_\_\_\_ for rehabilitation of property within the Target Area located at \_\_\_\_\_ in the Village of Coal City, Grundy County, Illinois.

Pursuant to the provisions of the Construction Contract, you are hereby given Notice to Proceed with the work within ten (10) calendar days of the date of this notice. This notice establishes that the work be completed within \_\_\_\_\_ days of the date of this notice.

Please acknowledge receipt of this Notice to Proceed as provided below and return the original signed copy to the grantee.

Sincerely,

\_\_\_\_\_  
OWNERS

This acknowledges that the above notice was received, which establishes the completion date as \_\_\_\_\_.

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **EXHIBIT "E"**

### **Notice of Lead Base Paint Hazards**

The grantee shall provide the U.S. Environmental Protection Agency (*EPA*) – U.S. Department of Housing and Urban Development (*HUD*) pamphlet "Protect Your Family from Lead in Your Home" (*EPA747-K-99-001, April 1999*) to each household applying for assistance. Copies of the pamphlet may be obtained through the National Lead Information Clearinghouse by calling 1-800-424-LEAD (5323).

The Grantee shall maintain a written receipt of the applicant's acceptance and understanding of the pamphlet in the individual application case file.

**CERTIFICATION OF PROJECT COMPLETION**

**Name of Applicant / Home Owner(s):**

Street Address within Target Area:  
City, State and Zip code: Coal City, Illinois 62881  
Telephone Number: ( ) \_\_\_\_ - \_\_\_\_\_

**Name of Rehabilitation Contractor:**

Street Address within Target Area:  
City, State and Zip code:  
Telephone Number: ( ) \_\_\_\_ - \_\_\_\_\_

As the applicant home owner(s), I / we do hereby certify to the project's completion for the specific scope of work conducted by the rehabilitation contractor and subcontractors (*if any*) for the satisfactory rehabilitation of my residence located at the address cited above within the Target Area in Coal City, Illinois. I understand that the rehabilitation contractor shall guarantee the work performed for a period of twelve (12) months from the date of this acceptance, unless otherwise specified in the work write-up document dated, \_\_\_\_\_, 20 .

**Applicant / Home Owner(s) Approval:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date

---

**PROJECT COMPLETION STATEMENT**

As of the date of this certification, the terms and conditions of the Rehabilitation Agreement between the applicant home owners and rehabilitation contractor have been met or exceeded. This statement constitutes a formal completion and fulfillment of the aforementioned Rehabilitation Agreement.

\_\_\_\_\_  
Project Specialist  
  
\_\_\_\_\_  
Date

**GENERAL CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS, COUNTY OF GRUNDY

**To whom it may concern:**

The undersigned, first being duly sworn, deposes and says that he/she is (*proprietor, partner, officer, etc.*) of the (*Name of Rehabilitation Firm*), which served as the rehabilitation contractor employed by to provide a specified scope of housing rehabilitation services on a single-family personal residence located at \_\_\_\_\_ and owned by (*Name of Applicant / Home Owner[s]*) within the Project Target Area in the Village of Coal City, Grundy County, Illinois.

I further state that the total amount of the Rehabilitation Agreement is \$ \_\_\_\_\_ on which he has received a total payment of \$ \_\_\_\_\_ as depicted in the following statement which includes: names and addresses of all parties that have furnished or have been contracted with by affiant to furnish materials or labor for certain home rehabilitation improvements and the amounts furnished by contractor for, paid or due and to become due each; and that the items depicted include all labor and material required to complete the said rehabilitation in accordance with plans and specifications.

<b>Names &amp; Addresses</b>	<b>What For</b>	<b>Contract Price</b>	<b>Paid Amount</b>	<b>This Payment</b>	<b>Balance Due</b>
	<b>Total Labor &amp; Materials to Complete</b>				

All material (*except as listed in the chart above*) has been or will be furnished from my (our) own stock and has been paid for in full.

The undersigned states that there are no other contracts for said rehabilitation work outstanding, and that there is nothing due or to become due to any person for materials, labor or other work of any kind performed or to be performed upon or in connection with said rehabilitation work other than that stated in the chart above. All waivers are true, correct and genuine and delivered unconditionally and there is no claim either legal or equitable to defeat the validity of such waivers.

\_\_\_\_\_  
 Sign Only: Name of the individual who is the affiant making this affidavit. This affidavit will be accepted only when signed by the proprietor, partner or an appropriate officer of the corporation.

Subscribed and sworn before me on this the \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_, AD

(Notary Seal)

\_\_\_\_\_  
 (Name – Notary Public)

**Note:** This Affidavit Must be Notarized!

**REHABILITATION PROGRAM  
APPLICATION FORMS**

**NOTICE OF CONFIDENTIALITY**

The information on the following pages is for the Village of Coal City's confidential use in determining program eligibility for housing rehabilitation assistance under the Village's recently awarded grants under the Community Development Block Grant Program and Illinois Affordable Housing Trust Fund. No other organization or agency is entitled to review the information disclosed without specific authorization from the Village of Coal City.

PLEASE COMPLETE FORM IN ITS ENTIRETY

**PART I: DATA ON HOUSE**

A. **Owner Information** Phone #: Home ( ) \_\_\_\_\_ Work ( ) \_\_\_\_\_

7. Owner's Name \_\_\_\_\_

8. Owner's Address \_\_\_\_\_

9. City, Zip \_\_\_\_\_

10. Length of Time at Current Address: \_\_\_\_\_ Years \_\_\_\_\_ Months

11. Age(s) of Owner (s) \_\_\_\_\_ Disabled: Yes \_\_\_\_\_ No \_\_\_\_\_

12. Tax Parcel Number of Property: \_\_\_\_\_

**B. Existing Debt on Property**

1. Mortgage Type: (Circle Correct Letter)

a. Conventional   b. USDA Rural Development   c. VA   d. Contract

e. Other (Describe) \_\_\_\_\_

2. Mortgage/Seller's Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

3. First Mortgage Date \_\_\_\_\_ Interest Rate \_\_\_\_\_

Mortgage Amount \_\_\_\_\_ Term in Years \_\_\_\_\_

Balance Due \_\_\_\_\_ Monthly Payment \_\_\_\_\_

Existing Liens – Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_



**C. Insurance on Property**

(Copy of certificate may be attached in lieu of the following information).

1. Insurance Company \_\_\_\_\_
2. Agent's Name \_\_\_\_\_
3. Agent's Address \_\_\_\_\_  
(Street) (City) (State) (Zip)
4. Type of Insurance \_\_\_\_\_
5. Value of Insurance \_\_\_\_\_

**PART II. APPLICANT HOME OWNER INCOME INFORMATION**

**A. Employment and Financial Record**

**Employment (Spouse)**

- |                               |          |
|-------------------------------|----------|
| 1. Employer _____             | 1. _____ |
| 2. Address _____              | 2. _____ |
| 3. City, State, Zip _____     | 3. _____ |
| 4. No. of Yrs. Employed _____ | 4. _____ |
| 5. Gross Monthly Income _____ | 5. _____ |

**B. Other Income**

**Other Income (Spouse)**

- |                                       |                             |
|---------------------------------------|-----------------------------|
| 1. Social Sec. Benefits _____ Monthly | 1. _____ Monthly            |
| 2. Soc. Sec. Number _____             | 2. _____                    |
| 3. Soc. Sec. Office Address _____     | 3. Soc. Sec. Office Address |
| _____                                 | _____                       |
| _____                                 | _____                       |
| 4. VA Benefits _____ Monthly          | 4. _____ Monthly            |
| 5. VA Account No. _____               | 5. _____                    |

6. VA Office Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. VA Office Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Pension \_\_\_\_\_ Monthly

7. \_\_\_\_\_ Monthly

8. Pension No. \_\_\_\_\_

8. \_\_\_\_\_

9. Name & Address of Pension Office

9. Name & Address of Pension Office

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Additional Monthly Income**

**Additional Monthly Income (Spouse)**

1. Annuities \_\_\_\_\_

1. \_\_\_\_\_

2. Bonds/Securities \_\_\_\_\_

2. \_\_\_\_\_

Bank Name and Address

Bank Name and Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Interest Income \_\_\_\_\_

3. \_\_\_\_\_

Account, Source and Address

Account, Source and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. ADC Amount \_\_\_\_\_ Source \_\_\_\_\_

5. Alimony Amount \_\_\_\_\_ Source \_\_\_\_\_

6. Child Support \_\_\_\_\_ Source \_\_\_\_\_ Case # \_\_\_\_\_

7. Rental Income \_\_\_\_\_

8. Other Income (describe) \_\_\_\_\_

\_\_\_\_\_

**PART III. MONTHLY HOUSING EXPENSES**

**A. Mortgage, Utilities and Insurance**

1. Monthly Mortgage Payment \_\_\_\_\_

2. Annual Insurance Premium \_\_\_\_\_

3. Average Electric Bill \_\_\_\_\_ Average Gas Bill \_\_\_\_\_

Account No. \_\_\_\_\_ Account No. \_\_\_\_\_

Company Name and Address

Company Name and Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART IV. HOUSEHOLD SIZE**

A. Total Number of Persons in Household \_\_\_\_\_

B. Number of Minors (under age 18) in Household \_\_\_\_\_

**CERTIFICATION BY APPLICANT**

1. The Applicant(s) certify that all the information in this application and all information in support of this application are true and complete to the best of the Applicant's knowledge.
2. The Applicant(s) certify that they reside at the address given in Part A of this application and have no other residence at which they reside for any period of time.
3. The undersigned authorizes release of information concerning his/her present and past financial and employment records for the purpose of determining eligibility for benefits under the Community Development Assistance Program.
4. The undersigned authorizes the grantee to inspect the Applicant's house to determine health and safety hazards for the required rehabilitation.
5. PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001 provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000, or imprisoned not more than five years, or both."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Home Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Home Owner Signature

**HOUSING REHABILITATION APPLICATION  
FINANCIAL CHECKLIST**

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_

**PRECONSTRUCTION**

Verify Financial Information?	_____ Yes	_____ No
Employment	Requested _____	Received _____
Employment – Spouse	Requested _____	Received _____
Pension	Requested _____	Received _____
Pension – Spouse	Requested _____	Received _____
Social Security	Requested _____	Received _____
Social Sec. - Spouse	Requested _____	Received _____
Veterans Benefits	Requested _____	Received _____
Public Aid	Requested _____	Received _____
Other Income	Requested _____	Received _____
Interest Income	Requested _____	Received _____
Insurance	Requested _____	Received _____
Mortgage	Requested _____	Received _____
Gas	Requested _____	Received _____
Electric	Requested _____	Received _____
Determine Eligibility?	_____ Yes	_____ No

## GRANT APPLICATION WORKSHEET

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ AGE(S): \_\_\_\_\_  
 NUMBER IN HOUSEHOLD: \_\_\_\_\_ OWNER: \_\_\_\_\_ RENTER \_\_\_\_\_

<u>Family/Household</u>	<u>80% of Median</u>	<u>INCOME LIMIT 50% Of Median</u>	<u>30% of Median</u>
1	47,800	29,900	17,950
2	54,600	34,150	20,500
3	61,450	38,400	23,050
4	68,250	42,650	25,750
5	73,750	46,100	30,170
6	79,200	49,500	34,590
7	84,650	52,900	39,010
8	90,100	56,300	43,430

Low & Moderate Income Status Confirmed	5 Points	
Low Income Status Confirmed	20 Points	
Very Low Income Status Confirmed	30 Points	
One Elderly Resident Present in Home	2 Points	
More Than One Elderly Resident Present	2 Points each	
One Disabled Resident Present in Home	2 Points	
More Than One Disabled Resident Present	2 Points each	
Minority Resident Present in Home	2 Points each	
TOTAL POINTS		
APPLICANT ELIGIBLE		
APPLICANT NON-ELIGIBLE		

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_



This **2019-2021 Housing Rehabilitation Plan** for the East Central Target Area was jointly prepared under contract by the North Central Illinois Council of Governments with the Village of Coal City Housing Rehabilitation Advisory Committee for the **Village of Coal City, Illinois**. NCICG gratefully acknowledges the input and assistance provided by elected and appointed officials of the Village of Coal City, Illinois and the Village of Coal City Housing Rehabilitation Advisory Committee.

## MEMO

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

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

**MEETING**

**DATE:** July 24, 2019

**RE: WATER TREATMENT FACILITY ANALYSIS & IEPA APPLICATION**

The Village recently completed an analysis of the Sanitary Treatment Plant. This analysis revealed some necessary capital expenditures, but cleared the way for additional analysis of the Water Treatment Facility. Due to the capacities that are available on the sanitary treatment side of the utility, it is timely to look to the water treatment facility and conduct similar analysis. However, the Village would like the end result of this program analysis to result in an application to the IEPA for infrastructure improvements.

Chamlin has submitted a proposal that shall help staff determine the best means of investing within the water treatment infrastructure to continue to modernize the utility and build additional capacity. This study will review the facility equipment and its process as to the raw water wells, which provide supply to the treatment facility as well. Having knowledge that program improvements can be processed within the current sanitary treatment facility, it is expected this study will end with a recommended IEPA Loan proposal for infrastructure improvements of at \$2 million in improvements.

The proposal is to allow Chamlin staff to review the facility with staff and make a recommendation for infrastructure improvements. Such a study is required by the IEPA to receive review for its principle forgiveness consideration. The study will be provided for an estimated \$30,000; this item was included within the current year's budget plan for expenditure.

**Recommendation:**

Authorize Mayor Halliday to enter into a contract with Chamlin Engineering for the Review of the Coal City Water Treatment Facility for an estimated \$30,000.



## AGREEMENT FOR ENGINEERING SERVICES

### VILLAGE OF COAL CITY WATER TREATMENT PLANT IEPA LOAN PROJECT PLAN SUBMITTAL

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Village of Coal City, hereinafter referred to as the OWNER, and Chamlin & Associates, Inc., hereinafter referred to as the ENGINEER:

The Village of Coal City wishes to submit an application for an IEPA loan to make improvements to the water treatment plant and requests Chamlin & Associates, Inc. to prepare and submit a Project Plan, as defined by the IEPA.

The following tasks will be performed in order to provide for the necessary elements required by the State's "Drinking Water Project Planning Submittal Checklist."

- Provide a description of the Village's background, customer base, etc.
- Provide detailed description of the existing water production, treatment, storage, and distribution systems.
- Provide explanation of need for project.
- Provide discussion of compliance history for the facilities.
- Explain basis of design for proposed project.
- Provide an evaluation and inventory of environmental impacts of the proposed project.
- Provide drawings indicating the location and preliminary drawings of the proposed project.
- Provide a preliminary estimate of the project total costs with a detailed account of item costs.
- Obtain from IEPA and include a current understanding of loan terms, interest, period, and annual costs.
- Provide a description of any "green" elements in the proposed project.
- Provide a proposed schedule for implementation.
- Obtain from the Village and include in the submittal the following:
  - An up to date Pro Forma including the proposed project.
  - Detailed description of residential rate structure, consumption, proposed rate changes, and an example of monthly residential billing.
  - A signed "Existing User Charge and O, M, and R Certification."
  - A signed "IEPA Loan Applicant Environmental Checklist" form.
  - Name and address of preferred local newspaper.
- Compile and submit the entire package to the appropriate section of the IEPA.

It is understood that the improvements desired include the addition of softener units and the building expansions required, along with improvements to the brine storage system, and the various resulting changes in piping, pumping, electric service, controls, etc.

The ENGINEER agrees to perform the professional engineering services described above in accordance with the provisions of this Agreement.

## **SECTION A - GENERAL PROVISIONS**

### **1. General**

- a. This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- b. The ENGINEER will attend conferences and/or public hearings with the OWNER or other interested parties as applicable and provide assistance in connection with such undertakings as may be reasonably necessary to accomplish the Tasks.

### **2. Responsibilities of the ENGINEER**

- a. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER's duties under this Agreement. The ENGINEER, shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the drawings, reports, and other services.
- b. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER's control.
- c. The ENGINEER hereby agrees to save, indemnify and hold harmless the OWNER from any and all claims, demands, causes of action or the like arising from any act, omission or otherwise by said ENGINEER under this Agreement.

- d. The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for services directly provided by the ENGINEER.

### **3. Responsibilities of the OWNER**

- a. The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.
- b. The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

### **4. Changes**

- a. The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.
- b. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.
- c. Both the OWNER and the ENGINEER acknowledge the novelty of BNR technology especially as applied to an existing facility such as the Morris CWWTP, and thereupon recognize the contracted work may involve significantly more or less effort than presumed by this agreement. The parties agree to pursue this work in a good faith relationship and to make such changes as necessary and as mutually agreed to arrive at a satisfactory and useful conclusion.

### **5. Termination of Contract**

- a. This Agreement may be terminated in whole or in part by writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

- b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within ten (10) days, copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party in Agreement to complete the work under this Agreement.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

## 6. Payment

- a. The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER.

- b. Payments for ENGINEERING SERVICES (Section B of this Agreement) are due and payable monthly upon submission of a detailed statement of charges.
- c. No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the ENGINEER under this Agreement. The ENGINEER shall prepare the estimates of work performed and shall supplement them with such supporting data as the OWNER may require.
- d. Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

**7. Audit and Access to Records**

- a. The ENGINEER shall maintain books, records, documents and other evidence consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, NY 10019; June 1, 1987). The OWNER or any of its duly authorized representatives and shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

**8. Subcontracts**

- a. Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.
- b. The ENGINEER may not subcontract services in excess of thirty (30) percent of the contract price to subcontractors or consultants without the OWNER's prior written approval.

**9. Covenant Against Contingent Fees**

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

## 10. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to his Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the OWNER is located.

### SECTION B - ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described on pages 1 and 2 of this AGREEMENT, unless otherwise mutually agreed to in writing by both parties.
2. Engineering services provided in Section B will take effect upon execution of this agreement.

### SECTION C - ADDITIONAL ENGINEERING SERVICES

Compensation for additional services beyond the scope of services described in Section B shall be in accordance with the ENGINEER's fee schedule current at the time such services are rendered. The fee schedule as of the date of this Agreement is included as Attachment I.

The engineering services provided by this Agreement will conclude with the submittal of the Project Plan. Further assistance and involvement with the loan approval process shall be subject to a separate agreement, unless agreed by both parties to continue under this agreement, subject to the Engineer's current fee schedule, as of the time when the work is provided.

If the scope of the improvement expands beyond that indicated in the task list of Pages 1 and 2, the Not-To-Exceed price of this Agreement may be negotiated to a higher amount as agreed by the Engineer and Owner.

**SECTION D - SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate on the respective dates indicated below:

Executed by the OWNER:

**VILLAGE OF COAL CITY**

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

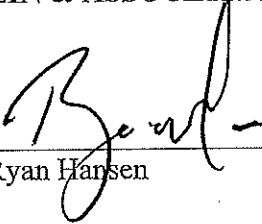
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

(SEAL)

**CHAMLIN & ASSOCIATES, INC.**

BY:

  
\_\_\_\_\_  
Ryan Hansen

## ATTACHMENT I

### COMPENSATION FOR SECTION B - ENGINEERING SERVICES

1. Compensation for ENGINEERING SERVICES as described in Section B shall be on a Time and Material basis for services described in Section B as follows:

**NOT TO EXCEED: \$30,000**

2. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.
3. Compensation for additional engineering services, as described in Section C, is not included in the not-to-exceed engineering fees outlined herein.



## ATTACHMENT II - FEE SCHEDULES

### 1. SCHEDULE OF HOURLY RATES

The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the OWNER, the ENGINEER may subcontract part of the services provided under this Agreement. If the ENGINEER subcontracts part of this work, the OWNER will pay the actual cost to the ENGINEER. "Cost to the ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work.

#### 2019-2020 RATE SCHEDULE

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal	144.00	Inspector	96.00
Structural Engineer	144.00	Rodman	50.00
Project Engineer	132.00	Admin. Support Staff	40.00
Professional Land Surveyor Engineer	110.00		
Sr. Project Manager	129.00	Vehicle & Standard Survey Equipment	8.00
Project Manager	110.00	Vehicle & Total Station	18.00
Instrument Operator	80.00	Robotic Total Station & Vehicle	28.00
Engineer in Training (EIT)	102.00	GPS & Vehicle	38.00
Designer	96.00	Inspection Vehicle	6.00
Chief Engineering Aide	110.00	Mileage	0.50
Sr. Engineering Aide	86.00	Computer & Plotter	16.00
Engineering Aide	80.00	UTV Rental	300.00
Draftsman	74.00	Drone Usage Fee	100.00
Sr. Party Chief	98.00	Drone Roof Survey (+ Usage Fee)	150.00
Party Chief	86.00	Drone Ground Control (+ Usage Fee)	150.00

The hourly rates itemized above shall be effective the date the parties, upon entering an agreement, have affixed their signatures and shall remain in effect until March 29, 2020. In the event that services of the engineer extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.

**MEMO**

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

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

**MEETING**

**DATE:** July 24, 2019

**RE: PAYMENT #1 FOR THE BROADWAY RECONSTRUCTION PROJECT**

The Village entered into a Local Partner Agency Agreement with IDOT whereby Coal City is responsible for contributing 20% of the total cost of the project incurred for S. Broadway Reconstruction. IDOT has paid the contractor – D Construction, \$495,039 resulting in the Village's 20% match of \$99,007.80 being due to IDOT. This expenditure was budgeted within the current year and shall expend TIF revenues in order to make this payment.

To date, the prior payments for this project were made from a DCEO Ike Planning Grant administered by Grundy County, which provided \$340,000 of funding for the Phase Two Engineering portion of this project. This grant allowed 100% of the allocated funds to be utilized for engineering bills without local match.

**Recommendation:**

Authorize Payment #1 for S. Broadway Reconstruction to IDOT to reimburse construction proceeds paid out to D Construction.



**Illinois Department  
of Transportation**

Invoice

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

INVOICE NO. 122944  
RESP. CODE 9040  
INVOICE DATE 07/01/2019  
REVENUE CODE 6305  
AUDIT NUMBER  
PAYER NUMBER 25816

**EXPLANATION OF CHARGES**

**PAY FROM THIS INVOICE**

	AMOUNT
LOCATION: Broadway Street <i>Construction</i>	
LOCAL SECTION:	
ROUTE: FAS 288	
SECTION: 14-00030-00-WR	
COUNTY: Grundy	
JOB NO.: C-93-047-19	
PROJECT NO.: Q14M-212	
CONTRACT NO.: 87710	
DISTRICT: 3	

The Agreement executed 5/7/2019 between Village of Coal City, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

VILLAGE SHARE:

Z231U01	\$495,039.00
Less Federal share @ 80% NTE \$4,418,890	(\$396,031.20)
Payment Due Date 07/15/2019	<b>TOTAL DUE</b> \$99,007.80

**PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS**

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

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

BCMS004:DTGB22RX:BCMRORX  
06/13/19 18:32:45

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
CONTRACTOR INVOICE

DOT VENDOR: C13200

CONTRACT NBR: 87710  
FROM DATE: 03/21/2019  
TO DATE: 06/10/2019  
STATE JOB: C-93-047-19  
DIST/CNTY: 03 - 063

ROUTE: FAS 288  
SECTION: 14-00030-00-WR  
PROJECT: QI4M-212 / /

AGREEMENT ANALYST COPY

PAYEE: D CONSTRUCTION INC  
1488 S BROADWAY  
COAL CITY IL 60416

PERCENT COMPLETED 10.69 % NET CHANGE TO DATE 0.00 %

FAS-ID	CONTRACT AWARDED AMT	ADDITIONS	DEDUCTIONS	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
Z231U01	4609,959.95	0.00	0.00	4609,959.95	495,039.00
07COU01	21,450.00	0.00	0.00	21,450.00	0.00
TOTAL	4631,409.95	0.00	0.00	4631,409.95	495,039.00

TOTAL RETAINAGE INCLD THIS EST	0.00
TOTAL DUE AFTER RETAINAGE	495,039.00
TOTAL PAID INCLD THIS ESTIMATE	495,039.00
PREVIOUS PAYMENTS TO CONTRACTOR	-112,500.00
PAYMENT TO CONTRACTOR THIS ESTIMATE	382,539.00

APPROPRIATION: 011-49442-7900-1000 7721 WARRANT 1 OF 1 \$ 382,539.00 ==>

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ESTIMATE 01 TOTAL \$ 382,539.00

APPROVED BY: \_\_\_\_\_

DATE: 06/13/2019

Coal City Police Department  
Weekly Summary of Activities  
Thursday 06-27-19 – Wednesday 07-03-19

During this period, there were 54 calls for service, 22 verbal warnings and 1 assist Grundy County Sheriff's Dept.

**Significant Incidents**

06-27-19 at 4:59 PM, police responded to an E. North St. residence for a theft from a motor vehicle report. The complainant stated when he left work on the previous evening he placed a Stihl saw in the back of his work truck. When arriving to work this morning he realized it was no longer in the back of his truck. He was able to provide police with a model number and it was entered into LEADS as stolen.

07-03-19 at 4:21 PM, police responded to a N. 5<sup>th</sup> Ave. residence for an ongoing dispute over property lines. Police spoke to one of the parties who had the property surveyed and was determined the alley was never vacated and was the property of the Village of Coal City.

**Arrest Incidents**

Speeding	9
Parking on the Sidewalk	1
D.U.I.	1
Improper Parking on Roadway	1
Illegal Transportation of Alcohol	1
Burglary to a Motor Vehicle	1
Expired Registration	3
Seatbelt Violation	1
Operating an Uninsured Motor Vehicle	1
Disobeying a Stop Sign	1

Coal City Police Department  
Weekly Summary of Activities  
Thursday 07-04-19 – Wednesday 07-10-19

During this period, there were 41 calls for service, 23 verbal warnings and 0 assist Grundy County Sheriff's Dept.

**Significant Incidents**

07-07-19 at 7:54 PM, police responded to an E. 2<sup>nd</sup> St residence for a report of two stolen firearms. The complainant stated while at a party on the previous evening he mentioned to some friends that he was selling some firearms. He brought two male to his residence to look at the guns and one person purchased two firearms and ammo. While taking the items to his friend's vehicle is when he thinks the other male may have taken two firearms. The complainant was able to provide police with a model number so the firearms can be entered into LEADS as stolen.

07-09-19 at 4:27 PM, police responded to the police department for a missing male juvenile report. The Braceville resident reported he was following his 16-year-old son in a different vehicle from the Area Club when he observed his son swerving and at one point almost going into a ditch. The father motioned for his son to pull over and confronted him about his driving, after exchanging words the juvenile left on foot. After several hours of not being able to locate him the father filed a missing person's report. Police was later dispatched to a Coal City business to meet with the juvenile and his mother. After speaking with all parties it was determined, the male could return home with his mother, police took the juvenile out of LEADS as a runaway.

**Arrest Incidents**

Failure to reduce speed to avoid an accident	1
Expired Registration	1
Speeding	5
Disobeying a Traffic Control Device	1
Operating a hand held device while driving	1

Coal City Police Department  
Weekly Summary of Activities  
Thursday 07-11-19 – Wednesday 07-17-19

During this period, there were 42 calls for service, 12 verbal warnings and 0 assist Grundy County Sheriff's Dept.

**Significant Incidents**

07-12-19 at 10:18 PM, police responded to a W. Daisy Pl. apartment for a juvenile problem. The complainant stated her 15-yr. old son was being violent and not taking his medication. The complainant added her son and she were in an argument when he got in her face and punched a hole in his bedroom door. Police were able to resolve this incident when both parties agreed they would not be confrontational with each other.

07-11-19 at 8:15 PM, police were dispatched to a S. Mary St. apartment for a past tense burglary. The complainant stated she left her residence for approximately 2 hours and when she returned, she found her locked door was forced open. She reported an older model stereo, a cell phone, a computer tower, a Samsung TV and 4 gaming systems were removed from the apartment. Police spoke with a witness who observed two black male carrying a television into the next apartment complex. Police are continuing to investigate this incident.

**Arrest Incidents**

Warrant	1
Speeding	3
Suspended D.L.	1
Operating a hand held device while driving	2
Criminal damage to property	1

Love Outreach Center Presents its Fourth  
**WALK FOR LOVE**  
HUMAN TRAFFICKING AWARENESS AND FUNDRAISER

At the Walk for Love, we will be bringing awareness of human trafficking to the community while raising funds. All proceeds will help fund awareness, safe houses, and free training for police, communities, & schools.

**Our Goal is to Raise**  
**\$5,000**

**Saturday, July 27th, 2019 at 11:00am**

We will be starting our walk in front of ReMax Realtors at 101 E. Waverly Street in Morris, IL and walking Route 47 to finish up in front of the Morris Courthouse at 111 E. Washington Street. We will have a presentation after the walk.

**Take Part in the Walk for Love and Make a Donation Toward our Goal!**

**Make a Donation Today!**  
Checks Payable To: Love Outreach  
PO Box 623  
Morris, IL 60450

**For More Information:**  
Pastor Esther Holiday  
815-651-8564  
loveoutreachtc@yahoo.com

This walk has been approved by the mayor, and county board.

PLEASE fill out the donation information below and mail to: Love Outreach, PO Box 623, Morris, IL 60450

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

**Donation:**

\$ \_\_\_\_\_