

**VILLAGE OF COAL CITY, ILLINOIS**

ORDINANCE NO. 17-14

**COAL CITY TAX INCREMENT FINANCING DISTRICT**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A TAX INCREMENT FINANCING  
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

**THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS**

and

**HOFFMAN PROPERTY HOLDINGS, LLC**

**ADOPTED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES  
OF THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS  
ON THE 10<sup>TH</sup> DAY OF MAY, 2017.**

VILLAGE OF COAL CITY, ILLINOIS: ORDINANCE NO. 17-14

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The Mayor and Village Council of the Village of Coal City, Grundy County, Illinois, an Illinois municipality (the "Village"), have determined that this Redevelopment Agreement is in the best interest of the citizens of the Village of Coal City.

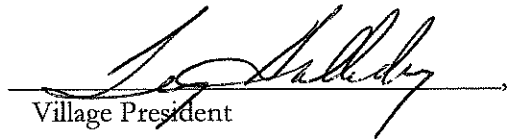
**THEREFORE**, be it ordained by the Village President and Board of Trustees of Coal City, Illinois, in the County of Grundy, as follows:

1. The TIF Redevelopment Agreement with Hoffman Property Holdings, LLC (the "Developer") attached hereto as *Exhibit A* is hereby approved.
2. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Coal City is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 10<sup>th</sup> day of May, 2017.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

*[the remainder of this page is intentionally blank]*

**PASSED APPROVED AND ADOPTED** by the Village President and Board of Trustees of the Village of Coal City this 10<sup>th</sup> day of May, 2017.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Justin Wren				
Neal Nelson				
Sarah Beach				
Ross Bradley				
Tim Bradley				
Dan Greggain				
Terry Halliday, President				

**APPROVED:** , Date 5/10/2017  
 Village President

**ATTEST:** , Date: 5/10/2017  
 Village Clerk, Village of Coal City

*Attachment:* **EXHIBIT A.** Redevelopment Agreement by and between the Village of Coal City and Hoffman Property Holdings, LLC.

**EXHIBIT A**

**TAX INCREMENT FINANCING  
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

**THE VILLAGE OF COAL CITY**

and

**HOFFMAN PROPERTY HOLDINGS, LLC**

**TAX INCREMENT FINANCING DISTRICT  
REDEVELOPMENT AGREEMENT**

by and between

**VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS**

and

**HOFFMAN PROPERTY HOLDINGS, LLC**

**COAL CITY TAX INCREMENT FINANCING DISTRICT**

**MAY 10, 2017**

**REDEVELOPMENT AGREEMENT**  
by and between  
**VILLAGE OF COAL CITY**  
and  
**HOFFMAN PROPERTY HOLDINGS, LLC**  
  
**COAL CITY TIF DISTRICT**

**THIS REDEVELOPMENT AGREEMENT** (including Exhibits) (Redevelopment Agreement and Exhibits are collectively referred to as the “Agreement”) is entered into this 10<sup>th</sup> day of May, 2017, by and between the Village of Coal City (the “Village”), an Illinois Municipal Corporation, Grundy and Will Counties, Illinois, and Hoffman Property Holdings, LLC, an Illinois Limited Liability Company (the “Developer”).

**PREAMBLE**

**WHEREAS**, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other Village revenues; and

**WHEREAS**, on January 10, 2011, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Project Area and adopted Tax Increment Financing as provided under the Act for the Coal City TIF District (the “TIF District”); and

**WHEREAS**, included in the Redevelopment Project Area is approximately 143 acres of undeveloped property owned by the Developer, located on Reed Road, Coal City, Illinois, bearing real estate tax property identification numbers 09-11-300-002 (Parcel #1) and 09-11-400-001 (Parcel #2) (collectively, the “Property”) and legally described in *Exhibit “1”* attached hereto; and

**WHEREAS**, the Developer owns said Property and has proceeded with plans to construct on the Property: (1) a rail spur extended from the Union Pacific Railroad tracks, and (2) a transloading distribution, truck terminal and warehouse facility thereon (the “Project”), and has done so based on the availability of TIF incentives defined in the Act and offered by the Village; and

**WHEREAS**, the development of the Project on the Property, together with related public and private

improvements will be developed in substantial conformance with the plans and specifications approved by the Village in Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_ (the "PUD Ordinance") collectively affixed hereto as *Exhibit "2"*; and

**WHEREAS**, it is the intent of the Village to encourage economic development which will increase the real estate tax revenue of the Village, which increased incremental tax revenues will be used, in part, to finance incentives to assist development within the TIF District; and

**WHEREAS**, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the future land uses of the Village as adopted in its Comprehensive Plan and in the PUD Ordinance; and

**WHEREAS**, the Village has determined that the Developer possesses the experience and qualifications to undertake the Project; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(j) of the Act, the Village may incur redevelopment project costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Redevelopment Project Costs as herein listed in the attached *Exhibit "3"* of this Redevelopment Agreement; and

**WHEREAS**, the Developer has determined that the Project is not economically feasible without the incentives detailed herein and has requested that incentives for the development be provided by the Village from incremental increases in real estate taxes of the Village generated from its Project and the Village has agreed to provide such incentives; and

**WHEREAS**, the Village has determined that this Project requires the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight, underutilization and deterioration and to generally enhance the economy of the Village; and

**WHEREAS**, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the public and private improvements to be incurred by the Developer in furtherance of the Project are redevelopment project costs (hereinafter "Redevelopment Project Costs") under the Act and are consistent with the Redevelopment Plan; and

**WHEREAS**, the Parties have agreed that the Village shall reimburse the Developer for a portion of its Redevelopment Project Costs as set forth below.

**WHEREAS**, in consideration of the execution of this Agreement, the Developer will develop, construct and operate the Project as set forth in *Exhibits "2" and "3"*; and

**WHEREAS**, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

## AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

### A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall design, construct, equip and maintain the Property in accordance with this Agreement and the development plans depicted and described in the PUD Ordinance and the exhibits thereto, or as the plans may be amended or supplemented from time to time and approved by the Village.
4. The Developer shall comply with the PUD Ordinance and any statute, ordinance, rule, regulation, order or determination of any governmental authority with jurisdiction over the Project or Property, including without limitation, all applicable municipal ordinances relating to Planned Unit Development, property condition, zoning, subdivision, drainage and building codes (“Applicable Law”).
5. The Developer shall complete Phase I of its Project as herein defined within 16 months from the date this Agreement is executed by a duly authorized representative of each party hereto (the “Effective Date”), subject to extension due to Force Majeure (defined below). Phase I of the Developer’s Project will be deemed complete when a rail spur located on Parcel #1 of the Property is complete and a warehouse facility with a minimum of 400,000 square feet is constructed on Parcel #1 of the Property and a certificate of occupancy is issued for such facility. In the event the Developer undertakes Phase II of its project, Phase II will be deemed complete when an additional warehouse facility of a minimum of 400,000 square feet is constructed on Parcel #1 of the Property and a certificate of occupancy issued for such facility. Phase II may be an addition added on to the warehouse building constructed in Phase I or it may be a separate building located on Parcel #1 of the Property. The Developer may undertake additional phases, and be reimbursed for the TIF Eligible Project Costs incurred in doing so in accordance with the percentages outlined in *Section C(1)(a-b)*, subject to the limitation on reimbursement of TIF Eligible Redevelopment Project Costs set forth below.
6. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

### B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the “Coal City TIF District” which includes the Property. The Village has approved certain Redevelopment Project Costs, including the types described in *Exhibit “3”* for the Project which shall be known as the “**Hoffman Transloading Facility Project.**”



## C. INCENTIVES

In consideration for the Developer purchasing the Property and completing the Project as set forth herein, the Village agrees to extend and provide to the Developer the following incentives to assist the Project:

### 1. REIMBURSEMENT FOR TIF ELIGIBLE PROJECT COSTS

The Village shall reimburse the Developer for its TIF Eligible Redevelopment Project costs as set forth in **Exhibit "3"** and verified and approved pursuant to *Section E* below from the annual ad valorem taxes, if any, arising from the tax levies upon the Property by any and all taxing districts having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of the Property over and above the total initial equalized assessed value of the Property (based on the equalized assessed value for 2017), all as determined by the county Clerk of the County of Grundy, Illinois in accordance with Section 11-74.4-9 of the TIF Act ("Incremental Property Tax Revenues") up to a total cumulative amount not to exceed **Eight Million Five Hundred Thousand Dollars (\$8,500,000.00)** as follows:

- a. The Village shall reimburse the Developer **Ninety Percent (90%)** of the annual Incremental Property Tax Revenue generated by the project beginning with taxes received in year 2018 until the Developer has received all of its costs actually incurred for public infrastructure improvements relating to water and sewer extension for Phase I of the Project, or until the Developer has received the total cumulative amount of **\$2,100,000.00**, whichever is less.
- b. Upon the Developer receiving the amount set forth in *Section C(1)(a)* above, the Village shall then reimburse the Developer **Fifty Percent (50%)** of the annual Incremental Property Tax Revenue generated by the Project for the remainder of the Developer's Redevelopment Project Costs as set forth in **Exhibit "3"** attached hereto, not to exceed a total amount, when added to the sum reimbursed in *Section C(1)(a)* above, of **\$8,500,000.00**.
- c. These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Coal City TIF District designated as the "**Hoffman Property Holdings, LLC Special Account**" (the "Special Account"). All monies deposited into the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement. At all times during the term of this TIF District, the Village shall maintain the Special Account until such time as all funds to be allocated thereto have been collected by the Village, deposited into said Special Account and disbursed to the Developer, provided the Developer has approved and unreimbursed Redevelopment Project Costs in conformance with *Sections E(3)* and *E(4)* below.
- d. The amount of Incremental Property Tax Revenue deposited into the Special Account each year shall be reduced by a "proportionate amount" of TIF District administrative fees and costs. The "proportionate amount" shall be calculated by dividing the Incremental Property Tax Revenues generated by the Project by the Incremental Property Tax Revenues generated by the entire TIF District, and then multiplying that result by the total annual TIF District administrative fees and costs.
- e. Notwithstanding any other provision of this Agreement, in no event shall total cumulative

reimbursements paid to the Developer under this Agreement exceed \$8,500,000.00. Notwithstanding the foregoing, in the event that prior to December 31, 2022, the Developer has constructed the two (2) buildings on Parcel #1 of the Property contemplated herein as Phase I and Phase II, with a total square footage of not less than 800,000 square feet, and has completed one or more additional buildings, within any portion of Parcel #2 of the Property, with a total square footage of at least 400,000 square feet, the total cumulative reimbursement amount under this Agreement for Redevelopment Project Costs shall be increased to Sixteen Million Fifty Seven Thousand Dollars (\$16,057,000.00) and all references herein to Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) shall thereafter be Sixteen Million Fifty Seven Thousand Dollars (\$16,057,000.00).

f. The Developer commits to attaining at least 50 Full Time Equivalent Jobs at the facilities located on the Property by the 4<sup>th</sup> anniversary of the Effective Date of this Agreement. "Full-Time Equivalent Job" means a job in which an employee works for the Developer or an entity under contract to the Developer on the Property or operating a business on the Property at a rate of at least 32 hours per week (46 weeks per year). In the event the Developer fails to do so, or if the number of full time equivalent jobs falls below 50 at any point after 4 years from the Effective Date through the remaining Term of this Agreement, the Village may declare the Developer in default of this Agreement and any further reimbursement of real estate tax increment due the Developer by the Village hereunder shall cease if the Developer remains in default after any applicable notice and cure periods. The Developer shall provide an affidavit each year beginning on the 5<sup>th</sup> anniversary of the Effective Date of this Agreement attesting to the number of Full Time Equivalent Jobs maintained during the previous year.

## 2. INFRASTRUCTURE FEES

All Village Infrastructure Fees required to be paid by the Developer pursuant to any Village ordinance or resolution, including but not limited to Resolution 07-02, Resolution 09-01 and Ordinance 15-01, shall be deferred until such time as Developer has been reimbursed for the TIF Eligible Redevelopment Project Costs which have been submitted and approved pursuant to *Section E* below (subject to the limitation of \$8,500,000.00), and shall be payable only out of the Developer's share of real estate tax increment as set forth in *Section C(1)* above after payment of all of said Redevelopment Project Costs. Any such fees outstanding upon expiration of this Agreement shall be waived.

In the event the Developer is in default under the terms of this Agreement at any time during the Term of this Agreement, which default has remained uncured after any applicable cure period, any outstanding Village Infrastructure Fees still owed by the Developer shall no longer be deferred and shall become immediately due and payable to the Village after applicable notice and cure periods.

## 3. BUILDING PERMIT FEES

The Village agrees that any building permit fees required to be paid by the Developer for Phase I of its Project shall not exceed \$50,000.00. The Village further agrees that any building permit fees required to be paid by the Developer for Phase II of the Project shall not exceed \$100,000.00 for the first 400,000 square feet of the building to be constructed thereon. If the building to be constructed by the Developer in Phase II exceeds 400,000 square feet, the applicable building square footage review rate shall apply to such excess square footage.

In the event the Developer constructs a third building to be located on Parcel #2 of the Property, the applicable building permit fee shall be \$0.25 per square foot for any such building.

4. WASH FACILITY/PRIVATE WELL

The Developer shall be allowed to construct and operate a private well on Parcel #1 of the Property, provided however such well shall only be used in connection with the wash operations and landscape maintenance solely for the Phase One building. Any such well may only be used for washing out trucks and may only be used by the Developer for its Project located on the Property. The Village shall permit the wash operations to be connected or discharged into the Village's sanitary sewer system, subject to compliance with the Village's Industrial Waste Regulations set forth in Chapters 51 and 52 of the Village Code and Applicable Law. The Village retains the right to deny such permit if such well is too close to existing point wells or aquifers.

**D. LIMITATION OF INCENTIVES TO DEVELOPER**

1. The Developer shall be reimbursed by the Village for all Redevelopment Project Costs permitted by the Act (subject to a limitation of \$8,500,000.00) from the real estate tax increment revenues generated by the Project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible Redevelopment Project Costs in excess of the amount authorized by this Agreement upon mutual agreement.
2. It is not contemplated nor is the Village obligated to use any of its proportionate share of the monies for any of the Developer's Redevelopment Project Costs but, rather, the Village shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to complete Phase I of the project within sixteen (16) months of the Effective Date, subject to Force Majeure, as defined below.

**E. PAYMENT OF ELIGIBLE PROJECT COSTS**

1. Payment to the Developer for TIF Eligible Redevelopment Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (*Exhibit "4"*, "Requisition") submitted from time to time by the Developer to the Village's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the Village.
3. In order for the Developer to receive reimbursement of Redevelopment Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit a Requisition for reimbursement of such proposed eligible costs to the Village by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved

by the Village and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the Village for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Redevelopment Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disapproval will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. Within forty-five (45) business days of the approval as set forth in paragraph 6 above, and subject to the availability of funds in the Special Account, all Redevelopment Project Costs approved shall then be paid by the Village from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved Redevelopment Project Costs, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Project from the County.
8. The Parties acknowledge that the determination of Redevelopment Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Redevelopment Project Costs.
9. The Developer may submit for prior approval by the Village as Redevelopment Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

#### **F. VERIFICATION OF TAX INCREMENT**

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the Village, shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the

foregoing information.

### **G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS**

If a refund of incremental property tax revenue (including any accrued statutory interest thereon) is potentially due from the Village's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the Village may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the Village within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer.

Any funds withheld by the Village under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the Village shall pay to the Developer the principal amount due under this Agreement as recalculated. The Village shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the Village that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the Village for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the Village.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, (identified by the Village as tax year 2034 payable 2035); or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

### **H. LIMITED OBLIGATION**

The Village's obligation hereunder to pay the Developer for Redevelopment Project Costs is a limited obligation to be paid solely from the incremental property tax revenues generated by the Project. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

## **I. VILLAGE PUBLIC PROJECTS**

The Village intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The Village shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the Village in the TIF District.

## **J. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES**

There shall be no obligation by the Village to make any payments to any person other than the Developer (unless otherwise directed by the Developer pursuant to an assignment of the rights thereto made by the Developer and delivered to the Village), nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

## **K. COOPERATION OF THE PARTIES**

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy, designation or additional funding which may be available from other governmental sources as the result of the Project. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, designation, subsidy or additional funding which may be available as the result of the Project.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

## **L. DEFAULT; CURE; REMEDIES**

In the event of a default under this Agreement by any Party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Party for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

#### **M. TIME; FORCE MAJEURE**

For this Agreement, time is of the essence. The Developer agrees to complete Phase I of this Project within sixteen (16) months following the date of execution of this Agreement. Failure to do so shall be cause for the Village to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), labor shortage, civil disorder, inability to procure materials insofar as a reasonable substitute is available, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or the Village's elected or appointed officials, agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control and without the fault of the party relying thereon. Notwithstanding the foregoing, Force Majeure shall not include financial hardship or inability to borrow or pay money or delays caused in whole or in part by violations, or acts or omissions by the Developer. For each day on which a party is delayed by Force Majeure, the dates and deadlines shall be extended by one day.

#### **N. ASSIGNMENT**

The rights and obligations of the Developer under this Agreement shall be assignable by the Developer provided written notice is provided to the Village and the Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained.

#### **O. PREPAYMENTS**

Should the annual incremental tax revenue generated by the Project be sufficient to pay all Redevelopment Project Costs prior to the expiration of the term of the Agreement, the Village may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

**P. WAIVER**

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

**Q. SEVERABILITY**

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**R. NOTICES**

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

**TO Village:**

Village Clerk, Village of Coal City  
515 South Broadway  
Coal City, IL 60416  
Telephone: (815) 634-8608

**TO DEVELOPER:**

Hoffman Property Holdings, LLC  
Attn: Kevin Hoffman, Owner  
PO Box 810  
Channahon, IL 60410

With Copy to:

Jacob & Klein, Ltd.  
The Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, IL 61704  
Telephone: (309) 664-7777  
Fax: (309) 664-7878

With Copy to:

Kenneth Carlson  
Tracy, Johnson & Wilson  
2801 Black Road, Second Floor  
Joliet, IL 60435  
Telephone: (815) 723-8500

and

Mark Heinle  
Ancel, Glink, Diamond, Bush, et al.  
1979 N. Mill Street, #207  
Naperville, IL 60563

**S. SUCCESSORS IN INTEREST**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED**

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by



the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

#### **U. INDEMNIFICATION OF VILLAGE**

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <http://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. For work done on this Project, and only for work done on the Project, the Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

#### **V. ENTIRE AGREEMENT**

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.

#### **W. TITLES OF PARAGRAPHS**

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

#### **X. WARRANTY OF SIGNATORIES**

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

#### **Y. TERM OF THE AGREEMENT**

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration of the Coal City TIF District, tax year 2034 payable 2035, or upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement.

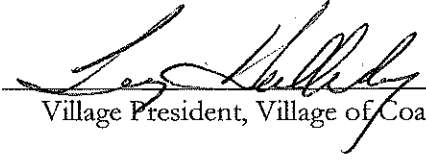
*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Coal City, Illinois.

**VILLAGE**

Coal City, Illinois, a Municipal Corporation

BY:

  
Village President, Village of Coal City


ATTEST:

  
Village Clerk, Village of Coal City

**DEVELOPER**

Hoffman Property Holdings, LLC, an Illinois Limited Liability Company

BY:

  
NAME: KEVIN HOFFMAN

TITLE:

PRESIDENT

## **EXHIBIT 1**

### **LEGAL DESCRIPTION OF THE DEVELOPER'S PROPERTY**

PARCEL ONE, with PIN 09-11-300-002, comprised of approximately 91.54 acres

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

PARCEL TWO, with PIN 09-11-400-001, comprised of approximately 40.18 acres

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL THREE, adjacent to Parcel One & Two, comprised of approximately 12 acres

THE WEST 366 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

**EXHIBIT 2**

VILLAGE'S PUD ORDINANCE NO. 17-13

**THE VILLAGE OF COAL CITY**

**GRUNDY & WILL COUNTIES, ILLINOIS**

---

ORDINANCE  
NUMBER 17 - 13

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**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT, PROVIDING FOR INDUSTRIAL REZONING, SUBDIVISION APPROVALS UPON SUBSTANTIAL CONFORMANCE WITH APPROVED PRELIMINARY PUD PLAT, AND APPROVAL OF A CONDITIONAL USE PERMIT AUTHORIZING RAIL AND ACCESSORY USES THERETO TO THE OWNER AND CONTRACT PURCHASER OF APPROXIMATELY 142 ACRES OF REAL PROPERTY LOCATED ON REED ROAD BETWEEN BROADWAY AND BERTA ROADS IN COAL CITY FOR THE DEVELOPMENT AND USE OF A RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE OPERATION**

**(HOFFMAN TRANSPORT INDUSTRIAL DEVELOPMENT)**

---

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

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
NEAL NELSON  
JUSTIN WREN  
Village Trustees

---

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

on May 10, 2017

ORDINANCE NUMBER 17 - 13

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT, PROVIDING FOR INDUSTRIAL REZONING, SUBDIVISION APPROVALS UPON SUBSTANTIAL CONFORMANCE WITH APPROVED PRELIMINARY PUD PLAT, AND APPROVAL OF A CONDITIONAL USE PERMIT AUTHORIZING RAIL AND ACCESSORY USES THERETO TO THE OWNER AND CONTRACT PURCHASER OF APPROXIMATELY 142 ACRES OF REAL PROPERTY LOCATED ON REED ROAD BETWEEN BROADWAY AND BERTA ROADS IN COAL CITY FOR THE DEVELOPMENT AND USE OF A RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE OPERATION**

**(HOFFMAN TRANSPORT INDUSTRIAL DEVELOPMENT)**

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

**WHEREAS**, the Village President and Trustees of the Village (cumulatively, the “Corporate Authorities”) are authorized pursuant to Sections 156-27, 156-234, 156-270 and 156-189 of the Village of Coal City Code of Ordinances (“Village Code”) to act as the final decision-making body for conditional uses, zoning map amendments, and conditional uses for planned unit developments, respectively, and in that capacity, must either approve, conditionally approve subject to the fulfillment of certain conditions, or deny the requested zoning relief; and

**WHEREAS**, HOFFMAN PROPERTY HOLDINGS, LLC is an Illinois limited liability company (“Developer”) and the owner of certain real property consisting of approximately 132 total acres of undeveloped agricultural property located on Reed Road between Broadway and Berta Roads in Coal City, Grundy County, Illinois;

**WHEREAS**, the property owned by Developer consists of approximately 132 acres of undeveloped property comprised of an approximately 91.54 acre parcel bearing real estate tax property identification number 09-11-300-002 legally described as follows:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

(hereinafter, "Parcel 1"), and a second parcel bearing real estate tax property identification number 09-11-400-001, comprising approximately 40.18 acres and being legally described as follows:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

(hereinafter, "Parcel 2"); and

**WHEREAS**, Developer is under contract to acquire approximately twelve acres of additional real property immediately east of Parcel 1 and south of Parcel 2, from adjacent landowners Bernard Burla and Kris Morris, respectively, which property is presently used for agricultural and residential purposes, being improved with a detached single family residential structure and is cumulatively legally described as follows:

THE WEST 366 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

(hereinafter, "Parcel 3"). Parcels 1, 2 and 3 shall sometimes be collectively referred to herein as the "Property"; and

**WHEREAS**, the aggregate size of the Property exceeds the threshold 10,000 square foot size that triggers the required issuance of planned unit development approval as a condition precedent of being developed under Section 156-86(D) of the Village Code; and

**WHEREAS**, Developer submitted to the Village an application for consideration seeking (i) a conditional use for planned unit development and preliminary planned unit development plat approval, (ii) the rezoning of Parcel 2 from A-1 Agricultural to I-1 Industrial District, (iii) a

conditional use permit authorizing rail operations and related accessory uses on the Property, (iv) for leave to subsequently submit for Village approval and subsequent recording a preliminary and final plat of subdivision substantially conforming to the PUD Plat as approved by the Village Board creating a 26.01 acre railyard parcel along the western edge of the Property as depicted as “Lot 1” on the PUD Plat and a second parcel consisting of the remaining 131.72 acres of present-day Parcel 1 and Parcel 2 as depicted as “Lot 2”) on the PUD Plat, and (v) the approval of certain building, public improvement and operational plans for, within or serving Parcel 1 and portions of Parcel 2 (“Phase One”) pursuant to Article IX of Chapter 156 of the Village Code (the “Zoning Code”) [cumulatively, items (i) – (v) shall be known as the “Zoning Relief”]; and

**WHEREAS**, except as otherwise noted herein, Developer has reserved the development, subdivision, construction and operation on Parcel 2 for a future construction phase (“Phase Two”); and

**WHEREAS**, Developer’s ownership of Parcels 1 and 2 and status as contract purchaser of Parcel 3 confers sufficient interest in the Property under Section 156-29 of the Village Code to petition the Village for the Zoning Relief and Developer is a lawful applicant for said Zoning Relief; and

**WHEREAS**, Developer is seeking the Zoning Relief in order to design, construct, equip, maintain, develop and operate the Property in accordance with the Preliminary PUD Plat for Hoffman Transportation prepared by Spaceco Inc. dated March 20, 2017 with a revision date of April 27, 2017 (attached hereto and incorporated herein as *Exhibit A*; hereinafter, the “PUD Plat”), the landscaping plan prepared by McCallum Associates and dated April 27, 2017 (attached hereto and incorporated herein as *Exhibit B*), the photometric site plan prepared by McCallum Associates and dated April 26, 2017 (attached hereto and incorporated herein as *Exhibit C*), and the revised renderings, architectural elevations of the proposed buildings,

signage plans, and other supporting materials submitted as part of the application for zoning relief and/or presented at the “Hearing,” as hereinafter defined, by Harris Architects Inc., (cumulatively *Exhibit D*). Exhibits A – D shall hereinafter be referred to cumulatively as the “Plans”, which are generally described as follows:

- (i) A rail spur extended from the Union Pacific Railroad tracks (the “Rail Improvements”) to service the development of the “Transloading Facilities”, as hereinafter defined;
- (ii) A transloading distribution, truck terminal and warehouse facility to be operated by Hoffman Transportation or other businesses owned and controlled by Developer and consisting initially in “Phase One” of up to two industrial warehouse structures of approximately 400,150 square feet each or approximately 800,000 square feet in the aggregate (the “Buildings”) and;
- (iii) Truck terminals, loading docks, offices within the Buildings, washing facilities serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and developing the Property with accessory surface parking, lighting, signage, landscaping, stormwater drainage facilities, 30’ sanitary sewer and service line extensions thereof, watermain, private drives, public rights-of-way, and other accessory improvements related to the development of “Phase One” of the Project, as those terms are defined herein (the “Accessory Improvements”) (cumulatively, the Buildings and Accessory Improvements shall be known as the “Transloading Facilities”);
- (iv) Site grading on the Property;



- (v) Certain off-site traffic, infrastructure and utility improvements adjacent to the Property, including the extension of a 30' sanitary sewer and a watermain, and certain Reed Road improvements adjacent to the southern boundary lines of the Property; and
- (vi) Such other and further on- and off-site improvements in accordance with the Plans as approved and as shall be subsequently permitted and approved by the Village and other jurisdictional entities in the building permit process, including but not limited to the construction of curb-cuts, driveways, deceleration or turn lanes, pavement widening, traffic control signage or signals, and private internal roadways for onsite circulation within the Property and ingress/egress easement for the use and benefit of adjacent properties.

Cumulatively, items (i) – (vi) shall be known as the “Project”); and

**WHEREAS**, in order to proceed with the Project and develop and operate the Property in accordance with the Plans, Developer must satisfy the Village that the Project and Plans meet the criteria for PUD approval set forth in Section 156-27 and Table 16 of the Village Zoning Code, that Parcel 2 should be rezoned from A-1 to I-1 in accordance with the criteria set out in Table 26 of the Village Zoning Code, and that the proposed railroad and accessory uses described in the Plans satisfy the approval criteria for conditional uses provided in Table 24 of the Village Zoning Code; and

**WHEREAS**, the Village convened multiple public meetings of its Planned Unit Development Review Committee (“PUD Committee”) in accordance with Section 156-90 of the Village Code on March 13, March 27, April 17 and April 24, 2017, for purposes of reviewing the Plans and revisions thereto and recommended certain improvements and revisions thereto; and

**WHEREAS**, the Developer revised its preliminary PUD Plat in accordance with the comments and directions of the PUD Committee; and

**WHEREAS**, the PUD Committee recommended approval of the PUD Plat to the Planning and Zoning Board on April 24, 2017;

**WHEREAS**, pursuant to powers granted to it by Section 156-313 of the Village Code and in accordance with the procedures and evaluative criteria set out in Articles IX, XI and XIII of the Village Zoning Code, the Zoning Board of Appeals (“ZBA”) has jurisdiction to hear requests for planned unit developments, conditional use permits, and rezoning and act in its capacity as an advisory body to the Village Board to recommend to the Village Board whether to approve, conditionally approve, or reject the proposed preliminary planned unit development plat, conditional use, and rezoning requested herein, and the Village Board has final authority to approve, conditionally approve, deny, or remand the petition back for further consideration and proceedings; and

**WHEREAS**, the Planning and Zoning Board conducted a properly noticed public hearing to consider Developer’s petition for Zoning Relief on April 17, 2017 and April 24, 2017, in accordance with the Village Zoning Code and the Illinois Open Meetings Act (the “Hearing”); and

**WHEREAS**, at the Hearing, the ZBA made certain factual findings and conclusions pertaining to the requested Zoning Relief and issued a unanimous recommendation that the Village Board approve the Zoning Relief contingent upon the fulfillment of several conditions, and the ZBA submitted its findings, conclusions and recommendations to the Corporate Authorities for review via its *Report of Findings of Fact and Recommendation to the Village Board of Trustees for Conditional Preliminary Planned Unit Development and Zoning Map Amendment Approvals* (the “Findings and Recommendation”), a true and correct copy of which

is attached hereto and incorporated herein as *Exhibit E*; and

**WHEREAS**, the Corporate Authorities have reviewed Petitioner's application for Zoning Relief, the Plans, including all original and revised renderings, site plans, architectural elevations of proposed buildings, a landscaping plan, a photometric plan, and other supporting materials submitted as part of the application for Zoning Relief and/or presented at the Hearing, the Findings and Recommendation, and the legal standards and criteria by which the requested Zoning Relief is to be evaluated as set forth in the Zoning Code and in accordance with applicable laws; and

**WHEREAS**, the Corporate Authorities, after due and careful consideration, have concluded that the development, use and operation of the Property in substantial conformance with the Plans will promote and further the sound planning and development of the Village, increase the taxable value of property within the Village, create job opportunities for Village and area residents, spur additional economic development in the region and minimize negative externalities for neighboring property owners and the surrounding area, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village; and

**WHEREAS**, the Corporate Authorities conclude that the Zoning Relief and the proposed development of the Project in accordance with the Plans will be beneficial to the Village, will not be detrimental to the Village's Comprehensive Plan or the spirit and intent of the Zoning Code, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village;

**WHEREAS**, the Corporate Authorities concur with the factual findings and legal conclusions set forth in the Findings and Recommendation and substantially agree with the recommendations made by the ZBA with respect to the approval and issuance of the Zoning Relief, subject to and contingent upon the conditions set forth in this Ordinance, and further find

and determine that Developer has demonstrated satisfaction of the evaluative criteria for preliminary planned unit development plat approval, the rezoning of Parcel 2 from A-1 Agricultural to I-1 Industrial District, and a conditional use permit authorizing rail operations and related accessory uses on the Property as described in the Plans, as set forth in the Zoning Code and identified in the Findings and Recommendations adopted by reference as though fully set forth herein;

**NOW, THEREFORE,** be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

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

**SECTION 2. Enactment.**

**A. Incorporation of ZBA Findings and Recommendation.** The Findings and Recommendation and the findings and conclusions set forth therein are hereby adopted by reference to the same effect as if fully recited herein at length. All references in the Findings and Recommendation are made the references of the President and Board of Trustees of the Village of Coal City.

**B. Incorporation of Exhibits.** Exhibits A through E attached to this Ordinance are, by this reference, incorporated in, and made a part of this Ordinance.

**C. Rezoning.** Parcel 2 is hereby rezoned from the A-1 Agriculture District to the I-1 Industrial Zoning District. The Corporate Authorities hereby direct the Zoning Administrator to cause the official zoning map of the Village to be so amended.

**D. Approval of Rail Operations as Conditional Use.** Railroad rights of way and trackage and the associated accessory uses of the Property set forth in the Plans, including without limitation truck terminals, loading docks, offices, washing facilities serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and accessory surface parking, lighting, signage, landscaping, are approved as conditionally permitted uses of the Property and may be constructed, improved and operated in accordance with the Plans.

**E. Planned Unit Development Conditional Approval.** Subject to and contingent upon fulfillment of the conditions set forth hereinbelow, the Corporate Authorities shall and do hereby approve a conditional use for a planned unit development and the Preliminary Plat for the Property appended hereto. Upon satisfaction of the conditions set forth herein, the Village President is authorized and directed to execute and the Village Clerk is authorized and directed to affix the Village seal as may be necessary to evidence the Village's approval of the Preliminary PUD Plat in order to enable the recording of the same at the Grundy County Recorder of Deeds. The approvals set forth herein are expressly subject to and contingent upon each and every term, condition, and restriction herein specified. Upon failure or refusal of full compliance by Developer and any operators on the Property with the conditions, restrictions, or provisions of this Ordinance, the PUD approvals rendered herein will, at the sole discretion of the Corporate Authorities by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village will not revoke the conditional use for a planned unit development approval unless it first provides Developer with an opportunity to be heard at a regular or special meeting of the Village Board. The conditional approval of the planned development permit is premised on full compliance by Developer, and any other operators or tenants and any successor owners, landlords, lessees, operators, and assigns with the following conditions:

1. That the Property be improved, developed and operated in full accordance with the Plans appended hereto, subject to any approved minor modifications thereof as may be subsequently permitted by the Village or major revisions approved following notice and public hearings required to amend the approvals granted by this Ordinance. It is understood and agreed that the Plans are preliminary and that minor changes, revisions, refinements and other non-substantial deviations of a technical nature are likely to occur and that such technical, minor changes may be approved by Village staff following internal or third-party review without additional action by the ZBA or the Corporate Authorities of the Village. Changes that are not of a technical nature and which involve a significant deviation from the plans approved herein by the Village, as determined by the Village in the exercise of its sole discretion, shall be referred back to the ZBA for recommendation and the Village Board for final approval;
2. That Developer shall adjust the lighting, signage and landscaping presented in the Plans, including after initial installation and issuance of a certificate of occupancy, as may be reasonably required by the Village, to ensure that the light and noise sources are properly screened and so as to minimize glare and sound pollution spilling onto adjacent properties in an unreasonable manner;
3. That Developer and end users shall, prior to commencing build-out, occupancy or operations on the Property, obtain all necessary permits, certificates, consents, authorizations and approvals of any kind or nature as may be required by local, state or federal laws or regulations from all

governmental bodies with jurisdiction over the Project or any element thereof, in order to construct, complete, use and occupy the Project as proposed;

4. That the Project shall comply with all building, fire and related technical code requirements, with compliance to be determined by the relevant authorities with jurisdiction thereover, and any third-party technical consultants retained by the Village for the purpose of reviewing any permit applications for conformity to technical code requirements;
5. That the Developer conform to the Village's industrial performance standards in effect at the time of adoption of the Zoning Relief Ordinance, set forth in Article X ("Performance Standards") and Tables 18 – 23 of the Village Zoning Code, which standards limit the emission of sound, smoke, vibrations, particulate matter, toxic matter, the storage and handling of detonable materials and flammable liquids and gases;
6. That Developer enter into and execute a redevelopment agreement with the Village governing the respective rights and responsibilities of Developer and the Village with respect to the Project within thirty (30) days of the adoption of this Ordinance. If such redevelopment agreement is not executed within said timeframe and the Property not developed in accordance therewith, then this Ordinance shall be null and void and of no further effect without any further action by the Village;
7. That the approval of the preliminary PUD Plat shall be effective for 365 days from the date of enactment of this Ordinance, during which time (i) a final PUD Plat shall be submitted by Developer in substantial conformity

with the PUD Plat herein approved, (ii) a building permit shall be obtained for the construction of one or more Buildings, and (iii) construction shall commence. Once commenced, construction shall proceed diligently and continue in good faith until completion. Failure to comply with the provisions of this paragraph within the time periods provided for may result in a revocation of all or part of the PUD approval by the Village and the issuance of an immediate stop work order for any work in progress. In the event of such a revocation, no additional work shall be undertaken without first being authorized by the Village Board through a new conditional use for a planned unit development approval;

8. That Developer shall submit evidence of drainage approvals as may be required by the Claypool Drainage District, if any;
9. That Developer:
  - a. acquires Parcel 3 prior to commencing the construction of any building for the Project; or
  - b. revises the Plans to provide for an eight foot (8') concrete sound barrier wall running north-south along the eastern edge of the Property along the shared boundary of Parcels 1 and 2 with Parcel 3 and erect the same following Village approval of the proposed wall; and
  - c. improves and dedicates to the Village an improved public right-of-way in accordance with the standards set forth in the Village Code and its subdivision regulations governing public improvements providing for the first 285' linear feet of the vehicular access entrance to the Property off of Reed Road;



10. That Developer develop a 66' wide private road within to be improved by Developer in accordance with Village design standards in stages as may be necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations. Such private road shall be located in a location to be determined and subject to Village approval along or near the eastern boundary of the Property situated so as to afford continuous north-south ingress and egress from the southern to the northern boundary of the Property. The 66' wide road shall be located along and within a 66' public ingress and egress easement that shall be dedicated and/or deeded to the Village as a public right-of-way for the use and benefit of the general public without charge to the Village promptly following notice by the Village to the Developer of the approval by the Village of the subdivision, planned unit development permit or development of parcels adjacent to the Property to the north or northeast. The private roadway and 66' permanent ingress/egress easement depicted on the PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of constructing roadways as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required in order to construct, improve or maintain the right-of-way;

11. That Developer submit and record preliminary and final plats of subdivision in substantial conformance with the PUD Plat as a condition precedent of subdividing the Property into lot demarcations other than Parcel 1, Parcel 2 and Parcel 3 as configured at the time of the enactment of the Zoning Relief Ordinance;
12. That Developer's use of a private well as a source for water for the proposed wash operations be expressly contingent upon providing the Village evidence of Illinois Environmental Protection Agency and other applicable federal, state or local agency approvals of the content of the runoff as the same become available or as requested by the Village from time to time, that Developer ensure the Village or its third-party agents continuing and regular access, at all times during the construction and operation upon reasonable notice, for the purpose of monitoring, sampling and testing the contaminants or pollutants in the resulting runoff resulting from the wash operations, and the opportunity to review and audit Developer's books and records as they relate to the testing and sampling of environmental conditions on site. Developer agrees as a condition of the approvals herein granted that it shall immediately cease any run-off inducing activities on the Property related to the washing operations upon notice from the Village or other jurisdictional body of evidence of elevated levels of contaminants present in such runoff.
13. That Developer apply to have Parcel 3 rezoned from A-1 to I-1 promptly upon closing on the acquisition of same, which application shall be

promptly and reasonably considered by the Village upon the payment of any applicable fees by Developer and in accordance with the Village's procedures, zoning regulations and criteria;

**E. Agricultural Use.** Developer may continue the agricultural use of those portions of the Property in Phase 2 in a manner similar to that which is currently being conducted. Such use is hereby deemed a legal nonconforming use which may be continued in accordance with the terms and conditions of the Zoning Code, as amended from time to time.

**F. Binding on Successors and Assigns.** The terms and conditions of this Ordinance shall be binding upon Petitioner, its successors, affiliates, and assigns.

**G. No Authorization of Work.** This Ordinance does not authorize the commencement of any work or other site development activities on the Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced upon the Property until all conditions precedent set forth in this Ordinance for such work to proceed have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable laws.

**SECTION 4. Effective Date.** This Ordinance shall be in full force and effect on and after its passage, approval, and publication in pamphlet form in the manner provided by law.

**SECTION 5. Repealer.** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6. Saving Clause.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SO ORDAINED this 10 day of May, 2017, at Coal City, Grundy and Will Counties, Illinois.


AYES: 6

ABSENT: 0

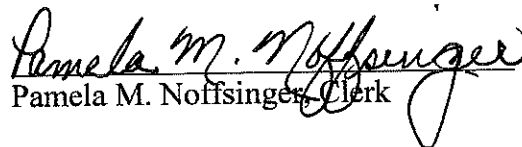
NAYS: 0

ABSTAIN: 0

**VILLAGE OF COAL CITY**

  
Terry Halliday, President

Attest:

  
Pamela M. Noffsinger, Clerk

**EXHIBIT A**

**Preliminary Planned Unit Development Plat**

ATTACHED ON FOLLOWING PAGES.



**EXHIBIT B**

**Landscaping Plan**

ATTACHED ON FOLLOWING PAGES.

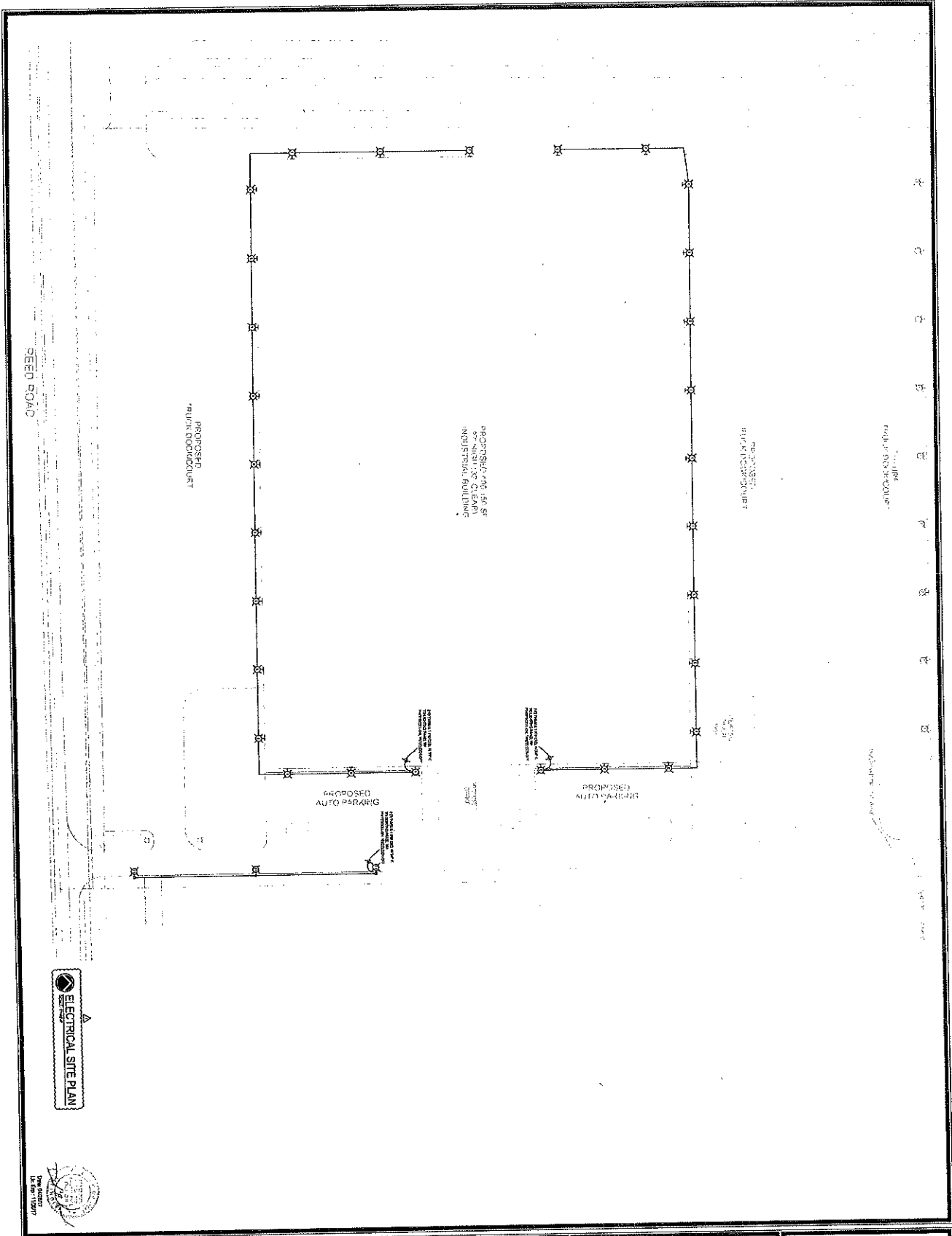




**EXHIBIT C**

**Photometric Plan**

ATTACHED ON FOLLOWING PAGES.



**ELECTRICAL SITE PLAN**



SHEET NO <b>E1</b>	PROJECT NO DRAWN BY CHECKED BY DATE	72241 12/11/2011	PROPOSED 400,160 S.F. OFFICE/WAREHOUSE BUILDING AT: <b>HOFFMAN TRANSPORTATION</b> COAL CITY, ILLINOIS	 <b>HARRIS ARCHITECTS INC.</b> 1000 S. MAIN ST. SUITE 200 COAL CITY, IL 62523	 <b>KORNACKER &amp; ASSOCIATES INC.</b> 1000 S. MAIN ST. SUITE 200 COAL CITY, IL 62523
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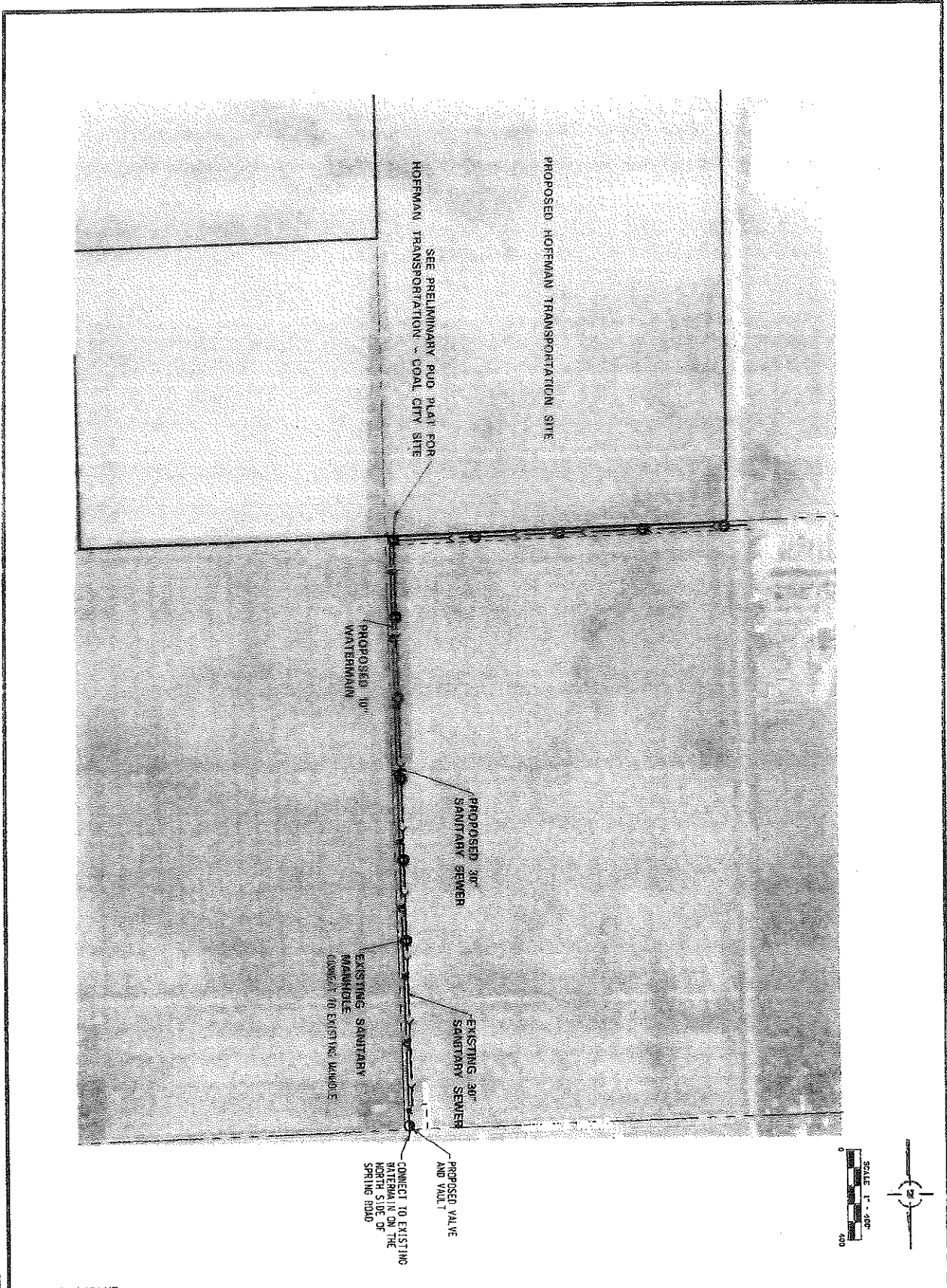




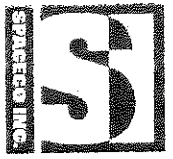
**EXHIBIT D**

**Development Plans**

ATTACHED ON FOLLOWING PAGES.



REVISED 4/21/17



**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

224 1/2 North Liber Street  
 Morris, Illinois 60450  
 Phone (815) 941-0260 Fax (815) 941-0263

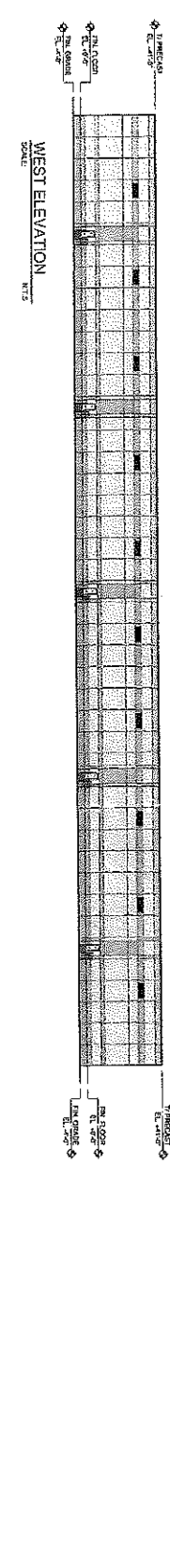
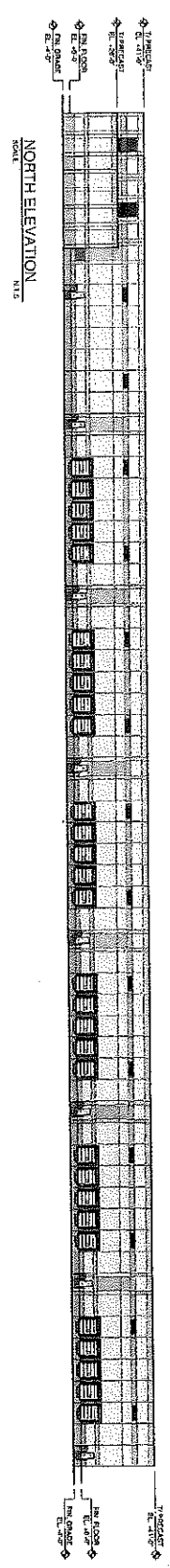
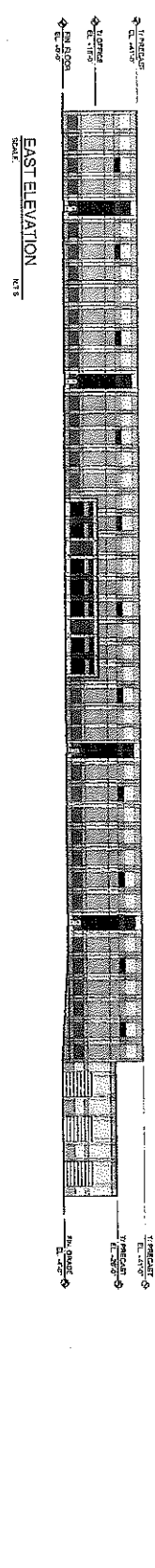
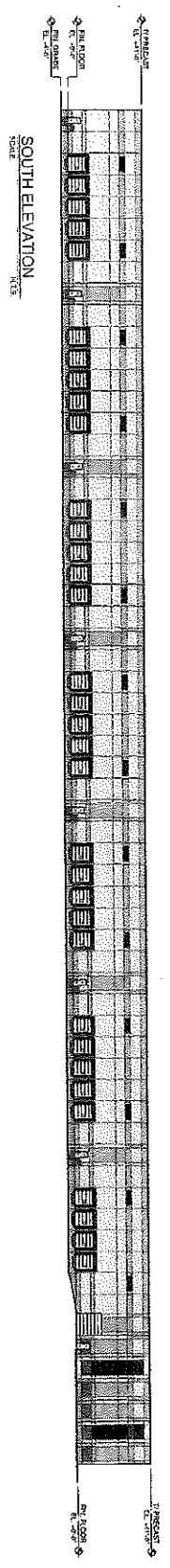
**EXHIBIT B**  
**SANITARY SEWER & WATERMAIN**

**HOFFMAN TRANSPORTATION**  
**COAL CITY, ILLINOIS**

DATE: 4/3/17

FILENAME: 9585\_ExhibitB

JOB NO: 9585-M



**EXHIBIT E**

**PLANNING AND ZONING BOARD FINDINGS OF FACT  
REGARDING HEARING ZA-279**

ATTACHED ON FOLLOWING PAGES.



**VILLAGE OF COAL CITY, COUNTIES OF GRUNDY AND WILL, ILLINOIS  
PLANNING AND ZONING COMMITTEE**

In Re the Matter of: )  
Hoffman Transportation Development's )  
Application for Preliminary Planned Unit )      **Hearing No. ZA-279**  
Development and Zoning Map Text Amendment )  
Approval – +/- 143 Acres Along Reed Road )  
Between Broadway and Berta Roads )

**REPORT OF FINDINGS OF FACT AND RECOMMENDATION**  
**TO THE VILLAGE BOARD OF TRUSTEES**  
**FOR CONDITIONAL PRELIMINARY PLANNED UNIT DEVELOPMENT AND**  
**ZONING MAP AMENDMENT APPROVALS**

**I. BACKGROUND**

**A. PETITIONER AND PROPERTY**

HOFFMAN PROPERTY HOLDINGS, LLC, an Illinois limited liability company (“Developer”) is the owner of certain real property consisting of approximately 132 total acres of undeveloped agricultural property located on Reed Road between Broadway and Berta Roads in Coal City, Grundy County, Illinois. The real estate under Developer’s existing ownership and control consists of a parcel bearing real estate tax property identification number 09-11-300-002 (“Parcel 1”) and comprising approximately 91.54 acres and being legally described as follows:

PARCEL 1:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

and that certain parcel bearing real estate tax property identification number 09-11-400-001 (“Parcel 2”), comprising approximately 40.18 acres and being legally described as follows:

PARCEL 2:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

In addition to Parcel 1 and Parcel 2, Developer is under contract to acquire an approximately twelve acre portion of certain additional real property owned, respectively, by adjacent property owners Bernie Burla and Kris Morris, which real property is improved with a detached single family residential structure, and is located immediately south of Parcel 2, as depicted and legally described in *Exhibit E* (“Parcel 3”). Parcels 1, 2 and 3 shall hereinafter be cumulatively known as the “Property.”

Appearing and testifying on behalf of the Developer before the Village's PUD Committee and at the Zoning Board of Appeals ("ZBA") public hearing for Developer were President Kevin Hoffman, attorney Ken Carlson of Tracy, Johnson & Wilson, and civil engineer Jason Wiesbrock of Spaceco Inc.

As owner and contract purchaser, respectively, of the Property, Developer has standing and is authorized by Section 156-29 the Village Zoning Code to apply for the zoning relief herein requested.

## **B. DEVELOPMENT PLANS**

Developer is seeking approval and issuance of a preliminary planned unit development permit ("PUD") in order to allow Applicant to design, construct, equip, maintain, develop and operate the Property in accordance with the Preliminary PUD Plat for Hoffman Transportation prepared by Spaceco Inc. dated March 20, 2017 with a revision date of April 27, 2017 (attached hereto and incorporated herein as *Exhibit A*; hereinafter, the "PUD Plat"), the landscaping plan prepared by McCallum Associates and dated April 27, 2017 (attached hereto and incorporated herein as *Exhibit B*), the photometric site plan prepared by McCallum Associates and dated April 26, 2017 (attached hereto and incorporated herein as *Exhibit C*), and the revised renderings, architectural elevations of the proposed buildings, signage plans, and other supporting materials submitted as part of the application for zoning relief and/or presented at the Hearing by Harris Architects Inc., as hereinafter defined (cumulatively *Exhibit D*, hereinafter, the "Plans"), generally described as follows:

- (i) A rail spur extended from the Union Pacific Railroad tracks (the "Rail Improvements") to service the development of the "Transloading Facilities", as hereinafter defined;
- (ii) A transloading distribution, truck terminal and warehouse facility to be operated by Hoffman Transportation or other businesses owned and controlled by Developer and consisting initially in "Phase One" of up to two industrial warehouse structures of approximately 400,150 square feet each or approximately 800,000 square feet in the aggregate (the "Buildings") and;
- (iii) Truck terminals, loading docks, offices within the Buildings, washing facilities serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and developing the Property with accessory surface parking, lighting, signage, landscaping, stormwater drainage facilities, 30' sanitary sewer and service line extensions thereof, watermain, private drives, public rights-of-way, and other accessory improvements related to the development of "Phase One" of the Project, as those terms are defined herein (the "Accessory Improvements") (cumulatively, the Buildings and Accessory Improvements shall be known as the "Transloading Facilities");

- (iv) Site grading on the Property;
- (v) Certain off-site traffic, infrastructure and utility improvements adjacent to the Property, including the extension of a 30' sanitary sewer and a watermain, and certain Reed Road improvements adjacent to the southern boundary lines of the Property; and
- (vi) Such other and further on- and off-site improvements in accordance with the Plans as approved and as shall be subsequently permitted and approved by the Village and other jurisdictional entities in the building permit process, including but not limited to the construction of curb-cuts, driveways, deceleration or turn lanes, pavement widening, traffic control signage or signals, and private internal roadways for onsite circulation within the Property and ingress/egress easement for the use and benefit of adjacent properties.

Cumulatively, items (i) – (vi) shall be known as the “Project”).

#### **C. REQUESTS FOR RELIEF**

The Property exceeds the ten-acre threshold established by Section 156-86(D) of the Village Code and, as such, must be developed pursuant to an approved planned unit development permit. In this case, the Property, inclusive of the portion under contract for purchase, consists of approximately 142 acres, eclipsing the minimum size requirements that trigger the requirement that a planned unit development permit (“PUD”) be obtained in order for development to proceed. Developer is seeking approval of (i) its preliminary PUD plat for the Property, inclusive of specific development, building and operational plans within Parcel 1 (“Phase One”) pursuant to Article IX of the Village Zoning Code, reserving the development and construction of improvements on Parcel II for a future construction phase (“Phase Two”); (ii) a zoning map amendment to rezone the Property from its current A-1 Agricultural Zoning district (“A-1”) designation to an I-1 Industrial Zoning district (“I-1”) designation, (iii) granting a conditional use permit to conduct rail operations on the Property, and (iv) for leave to subsequently submit for Village approval and subsequent recording a preliminary and final plat of subdivision substantially conforming to the PUD Plat as approved by the Village Board creating a 26.01 acre railyard parcel along the western edge of the Property as depicted as “Lot 1” on the PUD Plat and a second parcel consisting of the remaining 131.72 acres of present-day Parcel I and Parcel 2 as depicted as “Lot 2”) on the PUD Plat.

#### **D. JURISDICTION**

Pursuant to powers granted to it by Section 156-313 of the Village Code and in accordance with the procedures and evaluative criteria set out in Articles IX, XI and XIII of the Village Zoning Code, the Zoning Board of Appeals has jurisdiction to hear requests for planned unit developments, conditional use permits, and rezoning and act in its capacity as an advisory body to the Village Board to recommend to the Village Board whether to approve, conditionally approve, or reject the proposed preliminary planned unit development plat, conditional use, and

rezoning requested herein. In order to obtain a planned unit development permit to proceed with the Project and operate the Property in accordance with the plans set forth herein, Developer must demonstrate to the ZBA that the Project and Plans therefore satisfy the criteria for PUD approval set forth in Section 156-27 of the Village Code and the approval criteria provided in Table 16 of the Village Zoning Code. Developer must further demonstrate to the ZBA that Parcel 2 should be rezoned from A-1 to I-1 in accordance with the procedures and criteria set out in Section 156-27 and Table 26 of the Village Zoning Code. Finally, the Developer must satisfy the ZBA and, ultimately, the Village Board that its proposed rail use satisfies the approval criteria for conditional uses provided in Table 24 of the Village Zoning Code.

#### **E. NOTICE**

Notice of the public hearing was duly provided by Developer in accordance with Section 156-27 of the Village Code via (i) notice published in the *Coal City Courant* on March 29, 2017, (ii) signage posted on the Property at least 15 days prior to the public hearing, and (iii) written notice to abutting owners and owners across the street from the perimeter of the Property.

#### **F. PUBLIC HEARING**

Prior to the ZBA convening the public hearing on April 17, 2017 in accordance with the Open Meetings Act and concluding on April 24, 2017 (the "Hearing"), the Village convened multiple public meetings of its Planned Unit Development Review Committee ("PUD Committee") in accordance with Section 156-90 of the Village Code on March 13, March 27, April 17 and April 24, 2017, for purposes of reviewing the Plans and revisions thereto and offering direction and evaluation to Developer in order to enhance the Plans. On April 24, 2017, the PUD Committee offered a verbal endorsement of the Plans and Project to the ZBA prior to the conclusion of the Hearing.

Prior to the Hearing, the ZBA reviewed the Plans, the PUD Committee's favorable recommendation, and memoranda from the Village Engineer and Zoning Administrator. After reviewing the application for a planned unit development permit and rezoning, associated site plans, narrative, the PUD Plat and multiple iterations thereof as the same was refined to address questions and concerns of the Village and neighboring property owners, architectural elevations of the Buildings, a landscaping plan, and photometric plan, (cumulatively, the "Application Materials"), the ZBA conducted a properly noticed public hearing on April 17, 2017, which was continued to and concluded on April 24, 2017. At the Hearing, the ZBA listened to testimony and evidence presented by Developer and its agents and consultants in support of the requested planned development permit and rezoning, questioned the Developer, and listened to comments and questions several Village and area residents. All of the testimony and evidence presented at the Hearing was recorded, and the minutes and audiotape from the Hearing, together with the Plans, are available for review at Village Hall during regular business hours.

## **G. CRITERIA**

### **1. PUD**

Planned unit developments are governed by Title IX and Table 16 of the Zoning Code. The purpose of the PUD is to provide a more flexible zoning approach in which land can be developed innovatively and in a manner that encourages better design and planning for large-scale developments than would otherwise be possible under straightforward application of the Village's typical zoning regulations.

Pursuant to Table 16 to the Village Zoning Code, the specific factors considered by the ZB in formulating its recommendation as to final action on the request for a planned development permit are:

#### **(1) Superior Design**

The planned unit development represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable zoning district and subdivision regulations and that solely on this basis modifications to the use and design standards established by such regulations are warranted.

#### **(2) Meets Planned Unit Development Requirements**

The planned unit development meets the requirements for planned unit developments set forth in this chapter and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

#### **(3) Consistent with Village Comprehensive Plan**

The planned unit development is generally consistent with the objectives of the Village Comprehensive Plan as viewed in light of any changed conditions since the adoption thereof.

#### **(4) Public Welfare**

The planned unit development will not be detrimental to the public health, safety, morals, or general welfare.

#### **(5) Compatible with Environs**

Neither the planned unit development nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

**(6) Natural Features**

The design of the planned unit development is as consistent with the preservation of natural features of the site such as floodplains, wooded areas, natural drainageways, or other areas of sensitive or valuable environmental character.

**(7) Circulation**

Streets, sidewalks, pedestrianways, bicycle paths, off-street parking, and off-street loading as appropriate to the planned land uses are provided. The resulting modes of transit are adequate in location, size, capacity, and design to ensure safe and efficient circulation of automobiles, trucks, fire trucks, garbage trucks, and snow plows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the planned unit development, or unduly interfering with the safety or capacity of adjacent streets.

**(8) Open spaces and Landscaping**

The quality and quantity of common open spaces and landscaping provided are consistent with the higher standards of design and amenity required of a planned unit development. The size, shape, and location of a substantial portion of total common open space provided in residential areas render it usable for recreation purposes. Open space between all buildings is adequate to allow for light and air, access by fire-fighting equipment, and for privacy where walls have windows, terraces, or adjacent patios. Open space along the perimeter of the development is sufficient to protect existing and permitted future uses of adjacent property from adverse effects from the development.

**(9) Covenants**

Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, homeowners' or condominium associations, or the like for:

- (a) The preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the Village or another public body.
- (b) Such control of the use and exterior design of individual structures as is necessary for continuing conformance to the planned unit development plan, such provision to be binding on all future ownership.

**(10) Public Services**

The land uses, intensities, and phasing of the planned unit development are consistent with the anticipated ability of the Village, the school districts, and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools, and other public facilities and services without placing undue burden on existing residents and businesses.

**(11) Phasing**

Each proposed development phase of the planned unit development can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

**2. Rezoning Parcel 2 from A-1 to I-1**

Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/11-13-14, grants the Village authority to amend the zoning designation of particular parcels by ordinance. Zoning map amendments are governed by Title XIII and Table 26 of the Zoning Code, as follows:

**(1) Compatible with Use or Zoning of Environs**

The proposed use(s) or the uses permitted under the proposed zoning classification are compatible with existing uses or existing zoning of property in the environs.

**(2) Supported by Trend of Development**

The trend of development in the general area since the original zoning of the affected property was established supports the proposed use or zoning classification.

**(3) Consistent with Comprehensive Plan Objectives**

The proposed use or zoning classification is in harmony with the objectives of the Comprehensive Plan of the Village as viewed in light of any changed conditions since the adoption of the Comprehensive Plan or adoption of a new Comprehensive Plan.

**(4) Furthers Public Interest**

The proposed use or zoning classification promotes the public interest and not solely the interest of the applicant.

In addition to the factors articulated in Table 26, because the rezoning criteria are the same as the original zoning criteria, the ZBA also examined the rezoning request in light of the "LaSalle/Sinclair Pipe factors," to the extent that the below factors are not encapsulated within the Table 26 criteria, as follows:

- (5) The existing uses and zoning of nearby property;
- (6) The extent to which property values are diminished by the particular zoning restrictions;
- (7) The extent to which the destruction of property values of the petitioner promotes the health, safety, morals, or general welfare of the public;
- (8) The relative gain to the public as compared to the hardship imposed on the individual property owner;

- (9) The suitability of the property for the zoned purpose; and
- (10) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the Property;
- (11) The public need for the proposed use; and
- (12) The thoroughness with which the Village planned and zoned its land use.

**Conditional Use Authorizing Rail Operations on the Property**

Conditional uses are governed by Title XI and Table 24 of the Village Zoning Code, with the an approved conditional use requiring the Village to find that the proposed rail use is compatible with the existing uses of property in the area in the following ways:

**(1) Traffic**

Any adverse impact of types or volumes of traffic flow not otherwise typical in the zoning district has been minimized.

**(2) Environmental Nuisance**

Any adverse effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of permitted uses in the zoning district have been appropriately controlled.

**(3) Neighborhood Character**

The proposed use will fit harmoniously with the existing natural or man-made character of its surroundings, and with permitted uses in the zoning district. The use will not have undue deleterious effect on the environmental quality, property values, or neighborhood character already existing in the area or normally associated with permitted uses in the district.

**(4) Public Services and Facilities**

The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.

**(5) Public Safety and Health**

The proposed use will not be detrimental to the safety or health of the employees, patrons, or visitors associated with the use nor of the general public in the vicinity.

**(6) Other Factors**

The proposed use is in harmony with any other elements of compatibility pertinent, in the judgment of the Village Board, to the particular conditional use or its particular location.



## II. FINDINGS OF FACT & LEGAL CONCLUSIONS

After reviewing all application materials, hearing testimony, receiving evidence, and listening to public comment at the Hearing conducted on April 17 and 24, 2017, the ZBA finds as follows:

1. The foregoing recitals shall be and are hereby incorporated into and made a part of the Findings and Conclusions as if fully set forth herein.

2. All exhibits, testimony and evidence presented at the Hearing are made a part of the official record of proceedings and are hereby incorporated into and made a part of the Findings and Conclusions as if fully set forth herein.

3. The ZBA finds and concludes that the Hearing was properly noticed.

4. The ZBA finds and determines that Developer abided by all of the procedural requirements associated with the Village's PUD and rezoning processes.

5. Developer is the owner of Parcel 1 and Parcel 2, the contract purchaser of Parcel 3, and the prospective developer of the Property.

6. Consistent with the application materials, including exhibits, amended exhibits and testimony presented at the Hearing, the Project is generally described as set out in the preamble, provided however, that to the extent that any of the proposed improvements are mischaracterized, reference should be made to the Plans appended hereto.

7. Applicant is under contract to acquire Parcel 3 and presently engaged in discussions with Grundy County regarding access to the Property from Reed Road and the nature, existence and dimensions of curb-cuts, dedicated public right-of-way and a right-hand westbound turn lane for approaching traffic seeking ingress into the Property. The Plans approved herein are expressly subject to Grundy County approval and compatibility of the Plans with such Grundy County approvals.

8. Developer's evidencing the closing of its acquisition of Parcel 3 or submission of the written consent of the owner(s) of Parcel 3 to the Plans shall be a condition precedent to the approvals herein granted.

9. The Village and Developer are presently in negotiations concerning an economic redevelopment agreement that would define the parties' respective rights and obligations, and such agreement is anticipated to include an economic incentive package from the Village in support of the Project using TIF incremental revenues generated by the Project and certain other benefits and entitlements.

10. Transloading operations on the Property are proposed to operate 24 hours per day, seven days per week, with access to the Property via a curb cut and 66' wide private road to be improved by Developer in accordance with Village design standards in stages as may be

necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations. Such private road shall be located in a location to be determined along or near the eastern boundary of the Property, but in any event situated so as to afford continuous north-south ingress and egress from the southern to the northern boundary of the Property. The easement shall be dedicated and/or deeded to the Village as a public right-of-way for the use and benefit of the general public without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of parcels adjacent to the Property to the north or south. The private roadway and 66' permanent ingress/egress easement depicted on the PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of constructing roadways as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required incident to the rights herein granted. Notwithstanding the foregoing, the Village and Developer agree that Developer shall not be obligated to improve the easement area up to the Village's public road standards as a condition precedent of dedication, the Village and Developer acknowledging and agreeing that the intent of the parties is that the owner or developer of the adjacent property triggering the dedication shall be responsible for required improvements located within the easement area as a condition precedent of or contemporaneously with such dedication.

11. The ZBA finds and determines that the PUD process is designed to provide a more flexible zoning procedure than would otherwise be possible under straightforward zoning regulations in order to encourage innovation, efficiency and superior design. *See* §17.56.200(A) of the Village Code.

12. The ZBA finds and determines that the proposed transloading and warehousing uses are permitted uses under the I-1 zoning district classification. "Railroad rights of way and trackage" (hereinafter, "Rail") is a conditional use within the I-1 zoning district, pursuant to Table 9 of the Village Zoning Code.

13. Rail is compatible with the proposed uses of the Property and is deemed compatible with other uses in the I-1 zoning district by inclusion of such uses as a special use.

14. The Project will be developed on Parcel 1 in accordance with the PUD Plat and the conditions set forth in any approvals appended thereto by the Village in an ordinance approving the PUD, rezoning of Parcel 2 and Rail as a conditional use on the Property.

15. The Developer did not include Parcel 3 within any of its petitions for zoning relief. The ZBA therefore makes no findings, determinations or recommendations with respect to any rezoning of Parcel 3 from A-1 to I-1.

16. The ZBA recommends that the Village pledge to promptly process and consider reasonable requests by Developer for the rezoning of Parcel 3 from A-1 to I-1, provided that Developer submits all petitions and applications for zoning relief and pays all fees required under

applicable Village ordinances, standards, rules, and regulations, and further provided that Developer makes any design, landscaping, engineering, stormwater detention, drainage, traffic pattern, site plan or other modifications as may be required by the Village as a condition of granting any Parcel 3 re-zoning.

17. The ZBA recommends that the Village pledge to promptly process and consider reasonable requests by Developer for zoning relief and building permits, and shall issue all requisite building permits and any other permits and approvals and other necessary land use and construction approvals as shall be necessary or appropriate to construct the Project in accordance with the Plans approved by the Village's planned development approval, zoning amendment and conditional use ordinance (the "Zoning Relief Ordinance"), provided that Developer submits all petitions and applications for such permits and approvals and pays all fees required under applicable Village ordinances, standards, rules, and regulations, and further provided that Developer makes any design, landscaping, engineering, stormwater detention, drainage, traffic pattern, site plan or other modifications as may be required by the Village or other jurisdictional body as a condition of granting zoning relief or approving the various permits or entitlements described herein.

18. The ZBA directs that the proposed uses of Parcel 1 will be developed in accordance with PUD Plat and Zoning Relief Ordinance and that the improvements, use and development of Phase 2 shall be subject to Developer's application for and the Village's approval of such other and further zoning relief, building permits and other approvals as may be required by the Village in order to develop within and upon Parcel 2.

19. The ZBA finds and determines that the Project is supported by the trend of development in the surrounding area. The area of Broadway and Reed Road has been and is for industrial uses. Parcel 1 is currently zoned I-1. Existing uses immediately west of the Union Pacific rail are industrial. The proposed intermodal facility is located south of Reed Road in the Broadway corridor.

20. The ZBA finds and determines that the proposed industrial uses are in harmony with the objectives of the Village's Comprehensive Plan. Development of the Property in accordance with the Zoning Relief Ordinance and as part of the PUD process promotes cohesive and unified land planning, provides planned access for other parcels likely to be developed for industrial uses without impacting streets within the Village which are intended to be used for residential traffic, supports economic stability through development of new business in the Village, creates additional opportunities for employment, and enhances and extends public infrastructure, including utility extensions that promote further regional development.

21. The ZBA finds and determines that the Project, inclusive of the rezoning and Rail use furthers the public interest insofar as it will further development in the area, increase the property tax base, bring new business into the Village, create additional jobs and employment opportunities within the Village, and generate secondary economic benefits to other businesses in the area seeking to service the needs of the new work force. The Project will further enhance and extend public improvements, and provide access to Reed Road for the development of other industrial parcels without impacting other Village streets intended for residential traffic.

22. The ZBA finds and determines that the Property once improved as depicted in the Plans will be serviceable immediately by public utilities, sanitary sewer, gas and electrical services, which utilities are capable of supporting commercial or residential uses.

23. The ZBA finds that the Project helps to meet the Village's economic development objectives of transforming underutilized agricultural properties into a thriving industrial district with opportunities for job and property tax growth.

24. The ZBA finds that the Plans evince superior design insofar as the integrated use of rail in connection with the transloading facility operations demonstrate an efficient development plan which would not otherwise be permitted under strict application of the zoning district and subdivision regulations.

25. The ZBA finds that the PUD meets the requirements for planned unit developments under the Village's ordinance without modification to Village ordinances except as set forth in the PUD Plat and subject to the conditions on approval set forth in the Zoning Relief Ordinance.

26. The ZBA finds that the proposed development is consistent with the Village's Comprehensive Plan in that development of the Property as a PUD will promote cohesive and unified land planning, provide planned access for other parcels likely to be developed for industrial uses without impacting streets within the Village which are intended to be used for residential traffic, support economic stability through development of new business in the Village, create additional opportunities for employment, and enhance and extend public improvements.

27. The ZBA finds that the Project will be developed in accordance with the PUD Plat and the conditions set forth in the Zoning Relief Ordinance. As such, the proposed uses will be operated in accordance with Village ordinances, and, as such, will not be detrimental to the public health, safety, morals or general welfare of the community.

28. The ZBA finds that Developer has revised its plans to accommodate the articulated concerns of the property owner immediately east of the Property and that the Plans now reflect compatibility with the surrounding properties.

29. The proposed uses are either permitted or conditional uses in the I-1 industrial zoning district. The proposed uses will be developed in accordance with the PUD Plat and the Zoning Relief Ordinance, all in accordance with the ordinances of the Village. The PUD Plat includes lighting and landscaping components to mitigate negative externalities to other properties in the vicinity of the Project. The proposed development will not impede the orderly development of surrounding properties and, is, in fact, consistent with the type of industrial development planned for by the Village in the general area.

30. The ZBA finds and determines that the Property does not contain significant natural features, such as flood plains, wooded areas, or other sensitive environmental features.

The proposed development takes into account and addresses the natural drainage ways in the drainage plan for the Property to the apparent satisfaction of the Claypool Drainage District.

31. The ZBA finds and determines that the proposed development provides for the eventual development and dedication of a north-south public road to service other parcels in the vicinity which are anticipated to be developed for industrial uses. The proposed development plan provides for safe and efficient circulation within the interior or the proposed industrial parcel being developed in Phase 1 of the development. The proposed development will not create unnecessary through traffic within the proposed development or unduly interfere or burden the safety or capacity of other Village streets.

32. The ZBA finds and determines that the lack of common open spaces is acceptable in the context of an intensive industrial use not anticipated to be utilized or desired for leisure by the general public or employees working on site.

33. The ZBA finds and determines that the landscaping plans sufficiently screen the sound and visual impacts of the Project on other properties in the area.

34. The ZBA finds and determines that the Project will not place an undue burden on the existing residents and businesses of the Village. The projected utility demands associated with the Project are not significant and will not create extraordinary cost to the Village. In light of the security and fire protection anticipated for the development, the demands upon the Village for police services are not anticipated to extraordinarily impact the Village's ability to effectively police its existing residences and businesses.

35. The ZBA finds and determines that the Project will have no negative impact on schools or Village-owned streets.

36. The ZBA expressly limits its findings and recommendations to Phase One of the Project. No requests have been tendered by Developer, nor any approvals granted to vary the Village's development regulations with respect to the development of Phase 2 on Parcel or any other future phases of development on the Property.

37. Based on the foregoing, and expressly subject to and contingent upon each and every recommended term, condition, and restriction specified below, the ZBA recommends approval of the PUD Plat, the development of Phase 1 on Parcel 1 in accordance with the Plans, the rezoning of Parcel 2 from A-1 to I-1, the subdivision of the Property as depicted in the PUD Plat upon submission of preliminary and final subdivision plats consistent with the PUD Plat, and the approval of Rail as a conditional use on the Property in accordance with the Plans.

38. The ZBA further recommends that upon failure or refusal of Developer to comply with the conditions, restrictions, or provisions set out herein and incorporated in the Zoning Relief Ordinance, that the conditional approvals granted in the Zoning Relief Ordinance will, at the sole discretion of the Village Board by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board will not revoke the approvals granted herein unless it first provides Petitioner with an opportunity to be heard at a regular or special meeting

of the Village Board. The conditional approval of the zoning relief petitioned for is premised on full compliance by Developer, and any other operators or tenants and any successor owners, landlords, lessees, operators, and assigns with the conditions set forth below and, by this reference, incorporated herein.

### **III. RECOMMENDATION**

NOW THEREFORE, following a duly noticed public hearing of the Village of Coal City ZBA, held on April 17 and 24, 2017 (Hearing No. ZA-279 ), the ZBA hereby recommends by a unanimous 6 – 0 vote that the Village Board approve the PUD Plat, the development of Phase 1 on Parcel 1 in accordance with the Plans, the rezoning of Parcel 2 from A-1 to I-1, the subdivision of the Property as depicted in the PUD Plat upon submission of preliminary and final subdivision plats consistent with the PUD Plat, and the approval of Rail as a conditional use on the Property in accordance with the Plans, based on the Findings of Fact and Recommendation as described herein, and subject to the following conditions:

- i. That the Property be developed and improved in accordance with the Plans.
- ii. That Developer shall adjust the lighting, signage and landscaping presented in the Plans, including after initial installation and issuance of a certificate of occupancy, as may be reasonably required by the Village, to ensure that the light and noise sources are properly screened and so as to minimize glare and sound pollution spilling onto adjacent properties in an unreasonable manner;
- iii. That Developer and end users shall, prior to commencing build-out, occupancy or operations on the Property, obtain all necessary permits, certificates, consents, authorizations and approvals of any kind or nature

as may be required by local, state or federal laws or regulations from all governmental bodies with jurisdiction over the Project or any element thereof, in order to construct, complete, use and occupy the Project as proposed;

- iv. That the Project be constructed in full accordance with the Plans appended to the Zoning Relief Ordinance, subject to any approved minor modifications thereof as may be subsequently permitted by the Village or in major revisions approved following notice and public hearings required to amend the Zoning Relief Ordinance. It is understood and agreed that the Plans are preliminary and that minor changes, revisions, refinements and other non-substantial deviations of a technical nature are likely to occur and that such technical, minor changes may be approved by Village staff following internal or third-party review without additional action by the ZBA or the Corporate Authorities of the Village. Changes that are not of a technical nature and which involve a significant deviation from the plans approved herein by the Village Board, as determined by the Village, shall be referred back to the ZBA for recommendation and the Village Board for final approval;
- v. That the Project shall comply with all building, fire and related technical code requirements, with compliance to be determined by the relevant authorities with jurisdiction thereover, and any third-party technical consultants retained by the Village for the purpose of reviewing any permit applications for conformity to technical code requirements;

- vi. That Developer enter into and execute a redevelopment agreement with the Village governing the respective rights and responsibilities of Developer and the Village with respect to the Project within thirty (30) days of the adoption of this Ordinance. If such development agreement is not executed within said timeframe and the Property not developed in accordance therewith, then the ZBA recommends that the Zoning Relief Ordinance shall be null and void and of no further effect without any further action by the Village;
- vii. That the PUD approval shall be effective for 365 days from the date of passage of the Zoning Relief Ordinance, during which time (i) a final PUD Plat shall be submitted in substantial conformity with the PUD Plat herein approved, (ii) a building permit shall be obtained for the construction of one or more Buildings, and (iii) construction shall commence. Once commenced, construction shall proceed diligently and continue in good faith until completion. Failure to comply with the provisions of this paragraph within the time periods provided for may result in a revocation of all or part of the PUD approval by the Village and the issuance of an immediate stop work order for any work in progress. In the event of such a revocation, no additional work shall be undertaken without first being authorized by the Village Board of Trustees in the form of a new PUD approval;
- viii. That Developer shall submit evidence of drainage approvals as may be required by the Claypool Drainage District, if any;



- ix. Developer's acquisition of Parcel 3 prior to commencing any work on the Project or otherwise tendering written evidence of the assent of the owner(s) of Parcel 3 to the Plans as presented;
- x. That Developer develop a 66' wide private road within to be improved by Developer in accordance with Village design standards in stages as may be necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations. Such private road shall be located in a location to be determined along or near the eastern boundary of the Property, but in any event situated so as to afford continuous north-south ingress and egress from the southern to the northern boundary of the Property. The 66' wide road shall be located along and within a 66' public ingress and egress easement that shall be dedicated and/or deeded to the Village as a public right-of-way for the use and benefit of the general public without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of parcels adjacent to the Property to the north or south. The private roadway and 66' permanent ingress/egress easement depicted on the PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of constructing roadways as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize

the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required in order to construct, improve or maintain the right-of-way;

- xi. That Developer submit and record preliminary and final plats of subdivision in substantial conformance with the PUD Plat as a condition precedent of subdividing the Property into lots;
- xii. That Developer's use of a private well as a source for water for the proposed wash operations be expressly contingent upon providing the Village evidence of Illinois Environmental Protection Agency and other applicable federal, state or local agency approvals of the content of the runoff as the same become available or as requested by the Village from time to time, that Developer ensure the Village or its third-party agents continuing and regular access, at all times during the construction and operation upon reasonable notice, for the purpose of monitoring, sampling and testing the contaminants or pollutants in the resulting runoff resulting from the wash operations, and the opportunity to review and audit Developer's books and records as they relate to the testing and sampling of environmental conditions on site. The ZBA further recommends that the Village's approval be conditioned upon Developer's acceptance of an obligation to immediately cease any run-off inducing activities on site related to the washing operations upon notice from the Village or other jurisdictional body of evidence of elevated levels of contaminants present in such runoff.

xiii. That Developer apply to have Parcel 3 rezoned from A-1 to I-1 promptly upon closing on the acquisition of same.

By: Georgette Vota  
**Georgette Vota, ZBA Chair**  
**On Behalf of and with the Approval**  
**of the Village of Coal City ZBA**

Date: 5/16/17



## ATTACHMENT E

### LEGAL DESCRIPTION OF THE DEVELOPER'S PROPERTY

PARCEL ONE, with PIN 09-11-300-002, comprised of approximately 91.54 acres

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

PARCEL TWO, with PIN 09-11-400-001, comprised of approximately 40.18 acres

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PARCEL THREE, adjacent to Parcel One & Two, comprised of approximately 12 acres

THE WEST 366 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

**EXHIBIT 3**

**SUMMARY OF ESTIMATED TIF ELIGIBLE REDEVELOPMENT PROJECT COSTS**

Hoffman Transloading Facility Project  
Coal City TIF District in the Village of Coal City, Grundy County, Illinois

Project Description: The Developer owns the Property and is proceeding with plans to construct a rail spur and transloading, truck terminal and warehouse facility thereon.

Street Location: Reed Road, Coal City, Illinois

PIN#s: 09-11-300-002 & 09-11-400-001

**Estimated TIF Eligible Redevelopment Project Costs:**

Site Acquisition .....	\$2,701,000
Site Preparation, Excavating, Clearing & Grading .....	\$10,940,000
Public Infrastructure Improvements (Water, Sewer, Drainage, Sidewalks, etc.) ...	\$2,116,000
Professional Fees (Accounting, Legal, Engineering, Architectural, etc.) .....	\$300,000
<b>Total Estimated TIF Eligible Project Costs*</b> .....	<b>\$16,057,000</b>

\*The Village's reimbursement of Eligible Redevelopment Project Costs to the Developer shall not exceed \$8,500,000.00, as set forth in this Redevelopment Agreement.

**EXHIBIT 4**

**VILLAGE OF COAL CITY, ILLINOIS  
COAL CITY TAX INCREMENT FINANCING DISTRICT**

**PRIVATE PROJECT  
REQUISITION FOR REIMBURSEMENT  
BY  
HOFFMAN PROPERTY HOLDINGS, LLC**

Date \_\_\_\_\_

Attention: Village TIF Administrator, Village of Coal City, Illinois

Re: TIF Redevelopment Agreement, dated \_\_\_\_\_, 2017  
by and between the Village of Coal City, Illinois, and  
Hoffman Property Holdings, LLC (the "Developer")

The Village of Coal City is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Requisition for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. \_\_\_\_\_
2. PAYMENT DUE TO: Hoffman Property Holdings, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to

reimburse the Developer for Redevelopment Project Costs for the Project detailed in *Exhibit "3"* of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:
- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
  - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
  - (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
  - (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its Redevelopment Project Costs actually incurred; and
  - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the Village to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is *Exhibit "3"* of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: \_\_\_\_\_ (Developer)  
TITLE: \_\_\_\_\_

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**APPROVED BY VILLAGE OF COAL CITY, ILLINOIS**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_