

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JUNE 8, 2016
7 P.M.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes-May 25, 2016
4. Warrant List
5. Public Comment
6. Plaque Presentation Reeves/Baskerville Funeral Services
7. Ordinance 16-11 Variance /7835 E. Chickory
 Michael Peters
8. Ordinance 16-12 Code Amendment
 Off Street Parking in C-4 Zoning
9. Ordinance 16-13 Prevailing Wage

10. Approval of 2016 MFT Project and Bid Results
11. Ratification of the Village Hall Roof Repair Agreement
12. Ratification of the Construction Engineering Services Agreement for the Safe Routes To School Project
13. Report of Mayor
14. Report of Trustees:
 - T. Bradley
 - J. Wren
 - D. Togliatti
 - D. Greggain
 - R. Bradley
 - N. Nelson
15. Report of Village Clerk
16. Report of Village Attorney
17. Report of Village Engineer
18. Report of Chief of Police
19. Report of Village Administrator

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 8, 2016

RE: VARIANCE TO ALLOW GARAGE EXCEEIDNG MAXIMUM SQUARE FOOTAGE AT 7835 E CHICKORY

The Zoning Board of Appeals (ZBA) heard a public hearing regarding a petition by Michael Peters to construct a new accessory building in his rear yard. This new garage is much larger than the allowable structures allowed within Table 15 of the Village Code. Mr. Peters is requesting a variance to exceed the maximum garage height of 15' by an additional 8' for a total height of 23'. In addition, the total square footage allowance will be exceeded as well – instead of the allowable 900 square feet, this detached structure is designed to possess approximately 1,872 square feet (this causes the total allowable square footage of all accessory structures to be exceeded as well).

This matter has been set for a public hearing on June 6, 2016. The petitioners appeared at the last meeting of the ZBA to provide details of the improvement and a copy of the subdivision's covenants as well. This item has been included for consideration in hopes of a positive recommendation is provided by the ZBA; otherwise, the next agenda prepared for action items is July 13th.

Recommendation:

Adopt Ordinance No. _____: Allowing a Variance for the Construction of a new Garage in the Rear Yard of 7835 E. Chickory Lane.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Michael B. Peters

Address: 7835 E Chickory Lane Phone number: (815) 922-9419

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: _____ Use of surrounding properties: North _____ South _____

East _____ West _____

What zoning change or variance: (specify) Height 23', Stories 1 1/2,
maximum dimension in any direction 40' (32x40')

To allow what use Build a garage (detached)

Tax number of subject property: parcel # 06-23-276-003

Common address of property: 7835 E. Chickory Lane Coal City, IL.

Parcel dimensions: 170' x 200' Lot area (sq. ft.) 34000

Street frontage 170' on Chickory lane and 170' on Carper
ROAD


Legal description LOT # 2, IN Prairie Oak Estates, being a
subdivision of part of the NE Corner of section
23, TOWNSHIP 33 N, RANGE 8 E of the 3rd principle
meridian, According to the plat thereof recorded
July 30th 1993 as document # 325538, IN GRUNDY
County, IL.

In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Michael B. Peters, being first duly sworn, on oath deposes and says,
Applicant's Name

that all of the above statements and the statements contained in the documents submitted herewith are true.

Subscribed and sworn before me on this 4th day of May, 20 14.
 
Notary Public (Seal)  Signature of Owner

You may attach additional pages, if needed, to support the documentation of application.

Please note the number of pages attached. _____

FOR OFFICE USE ONLY

Case number	<u>ZA-269</u>	Location of hearing	
Filing date	<u>5-4-16</u>	Village Hall	
Hearing date	<u>6.6.16</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Michael Peters, being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 269, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:
Rudy & Jackie Wolf 7830 E. Chickory Lane
Craig & Jan Watts 7815 E. Chickory Lane
Carol & Gene Bendien 7855 E. Chickory Lane
Mr + Mrs. Jay Lavasseur 7850 E. Chickory Lane
6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Michael Peters
Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me,
this _____ day of _____, 20_____.

Notary Public

TABLE: 25

1) DOES NOT APPLY

2) DOES NOT APPLY

3) WE HAVE TO RENT BOAT AND ATV STORAGE.
(AND SHRINK WRAP)
Pay

4) There are other properties in our immediate

subdivision with similar structures that are within the guidelines of the COVENANCE of PRAIRIE OAK ESTATES

5) NEIGHBOR (JAY LAVASSEUR) directly across the

street has similar size and height garage.

6) will have no impact on neighbors peaceful and quiet enjoyment of their property.

7835 E CHICKORY
276-003

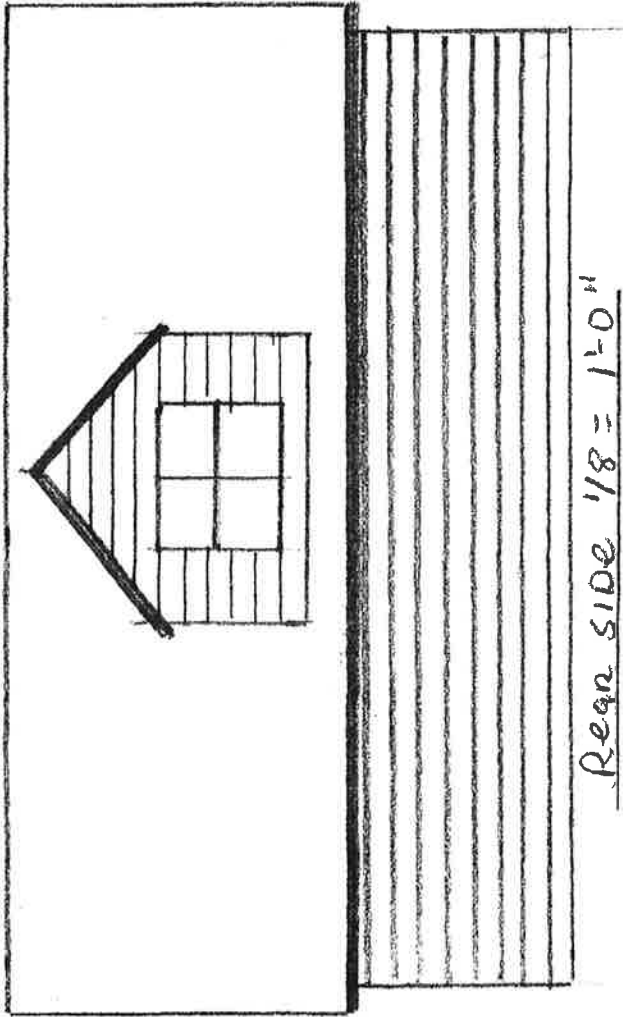
300-002

Mike Peters

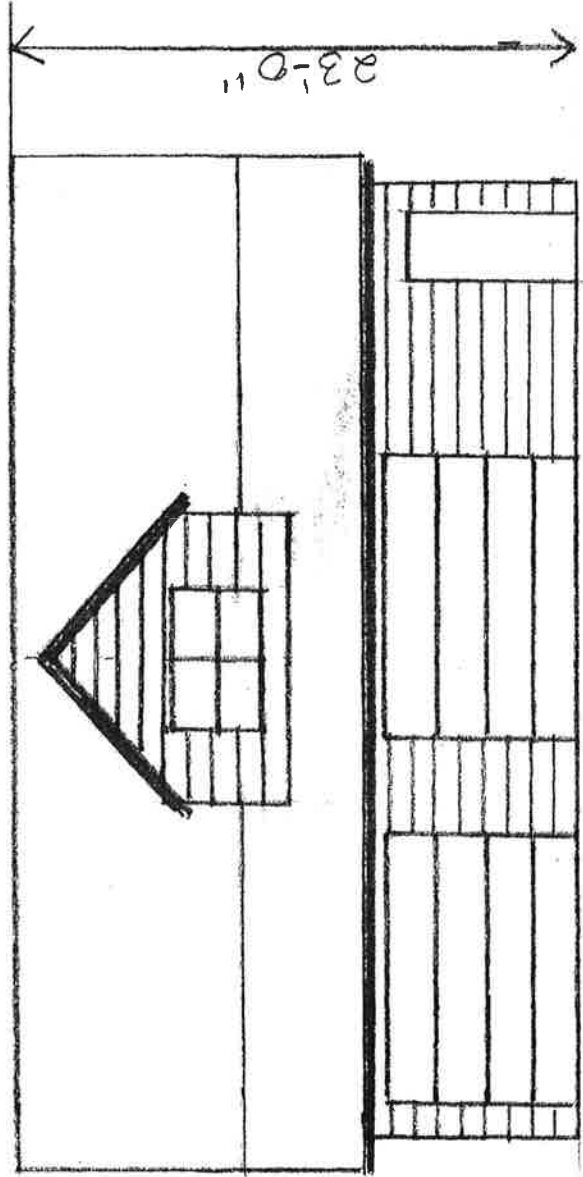
Dimension
of shed (existing)
12' x 16'

SQ Footage of
proposed upper
portion (level)
of garage
592 sq. ft

Mike
815-922-9419

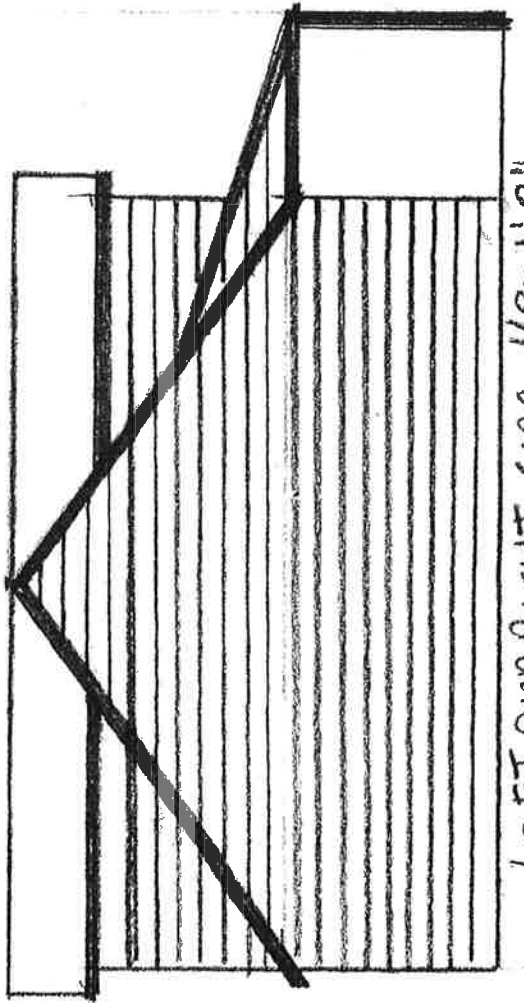


Rear side 1/8 = 1'-0"

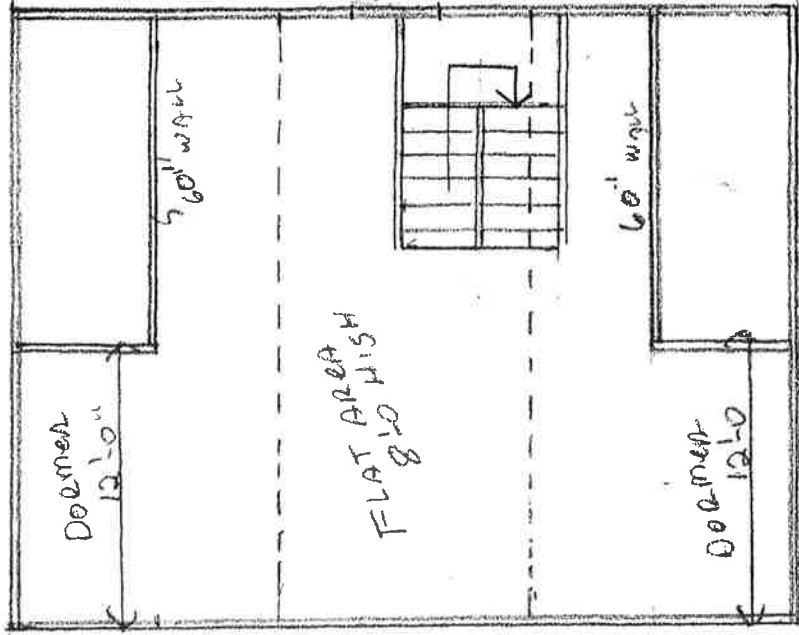


Front side 1/8 = 1'-0"

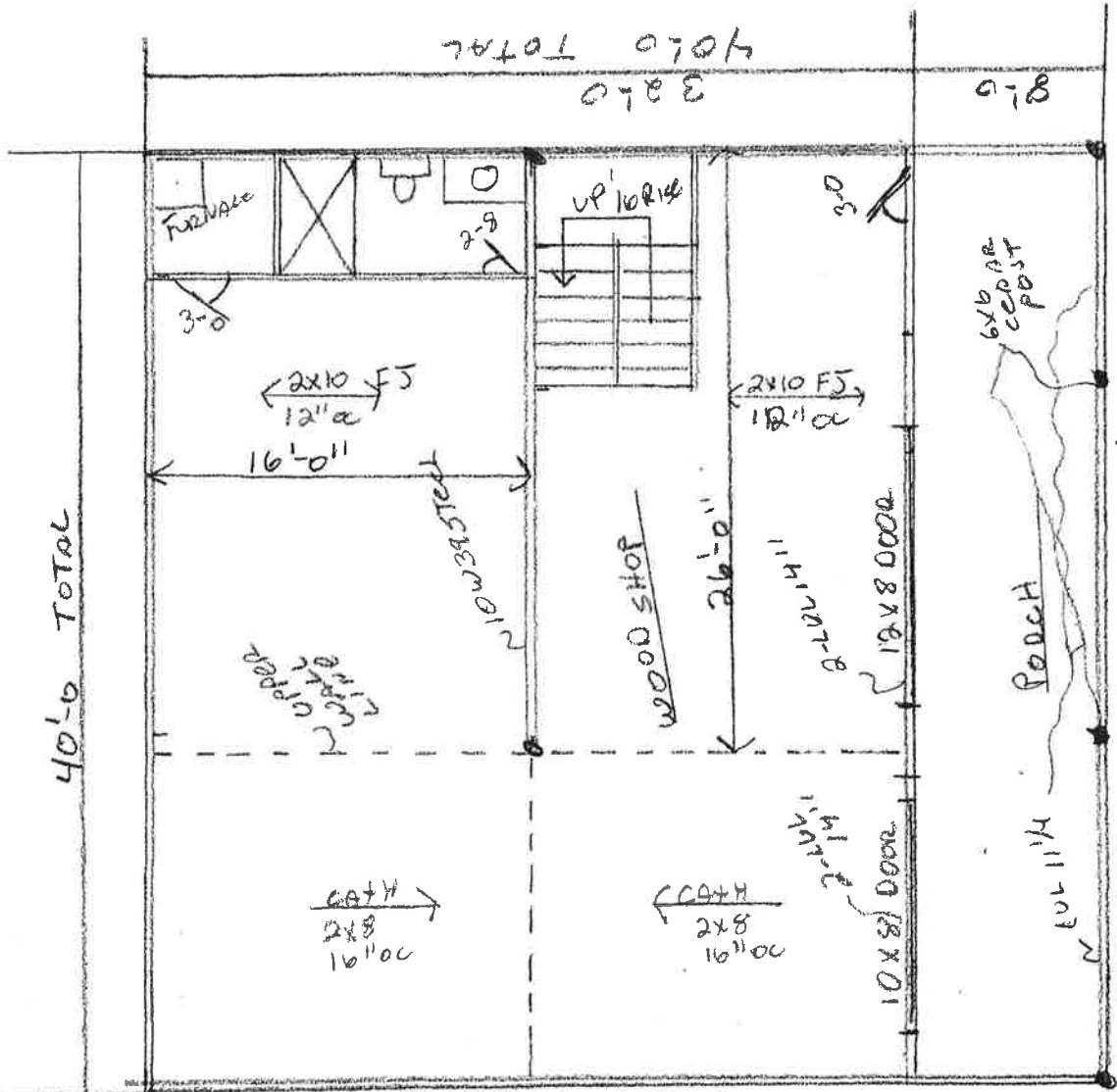
WOOD SHOP AND ART SHOP
Peters Rcb



LEFT AND RIGHT SIDE 1/8" = 1'-0"



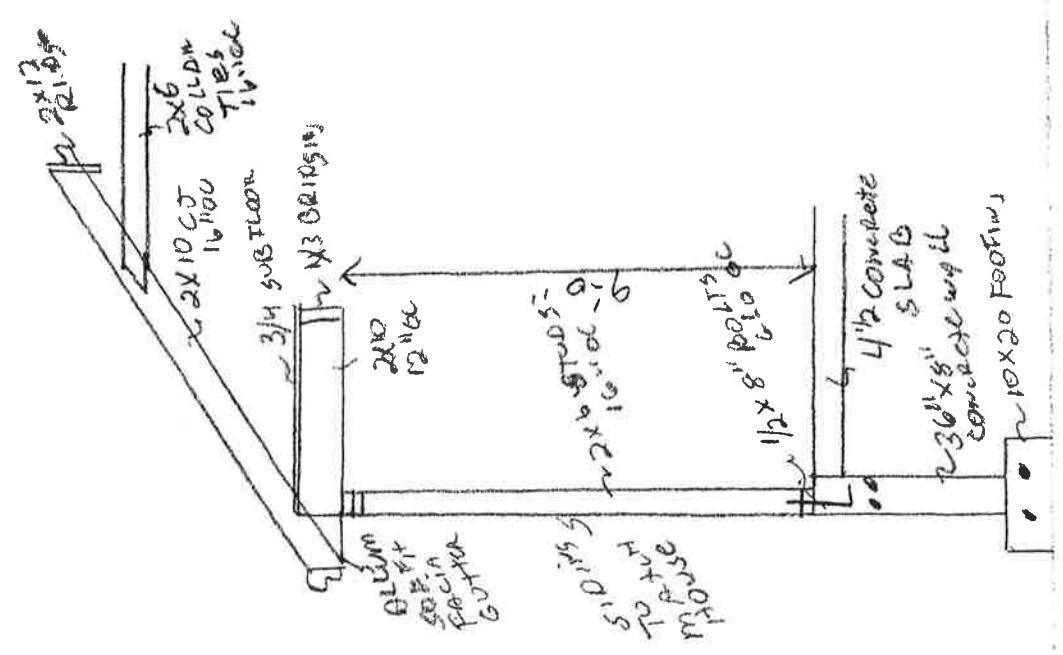
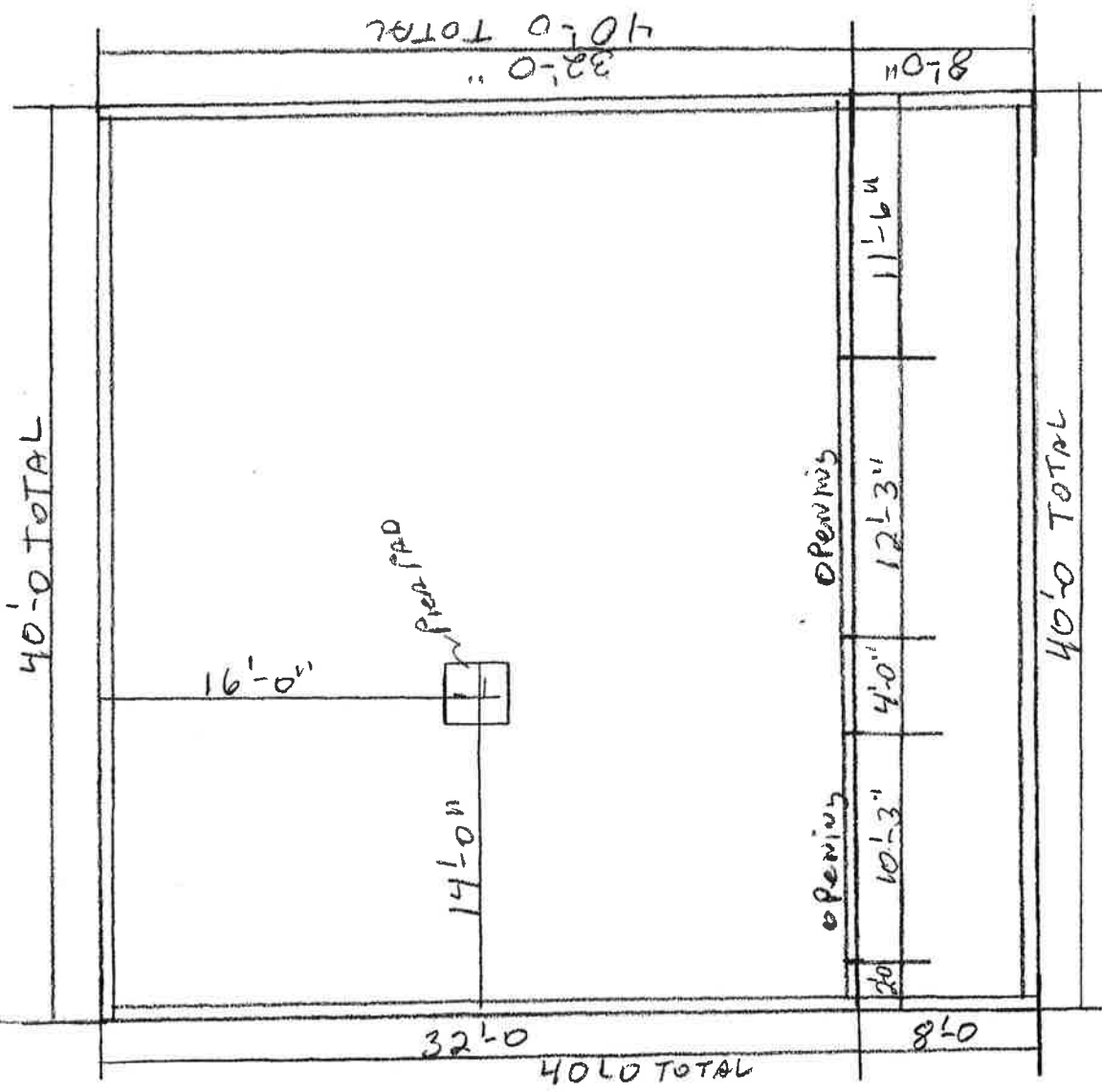
UPPER LOFT 1/8 = 1'-0"
 ART ROOM



TOTAL 40'-0"

3'-0"

LOWER LEVEL 1/8 = 1'-0"
 WOOD SHOP



CUT SECTION NO. SCALE

FOUNDATION PLAN 1/8" = 1'-0"

ZONING CODE

Village of Coal City

Table 15: Standards for Accessory Structures
 [Amended 3-23-1992 by Ord. No. 92-01; 9-12-1994 by Ord. No. 94-26;
 6-12-1995 by Ord. No. 95-12; 5-13-1996 by Ord. No. 96-15; 1-8-2001 by Ord. No. 01-01;
 7-23-2001 by Ord. No. 01-09]

Maximum height in residential districts: In feet (to top of ridge):	15	
In feet (to top of ridge)	<u>15</u>	
In stories:	1	
Maximum coverage of required rear yard (a):)	35%	
Minimum setback from any lot line, in percentage of total property width (b):)	10%	
Minimum rear yard setback for storage sheds:	3 feet	
Minimum rear yard setback for accessory garages	10 feet	
Minimum setback from principal or other accessory building (c):)	10 feet	
Maximum height of eaves of accessory buildings in residential districts:	9 feet	
Maximum dimensions in any direction	36 feet	
Maximum number and size of residential accessory buildings (d):)		
	Maximum Number	Maximum Floor Area (square feet)
Detached garage	No maximum	900
All other accessory buildings	1	300
Cumulative for all accessory buildings	2	1,100
Side yard setback for multi-family multifamily zoning districts shall be 10% of the original platted plot.		

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NOTES:

- a. Cumulative for all accessory structures in rear yard. Excludes areas occupied by open patios and decks and swimming pools. Percentage of coverage applies to area of actual rear yard when it is smaller than area of required rear yard.
- b. Except fences, walls, landscape screens, berms, and hedges. Structures are subject also to the yard requirements of Table 16, which may impose greater setbacks from lot lines for certain structures.
- c. Except enclosed decks and patios and accessory uses that are structurally a part of the principal building.
- d. On residential lots in any RS District.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
PLACEMENT OF A GARAGE WITHIN THE REAR YARD EXCEEDING MAXIMUM
ACCESSORY STRUCTURE SQUARE FOOTAGE REQUIREMENTS
AT 7835 E. CHICKORY LANE**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
DAVID TOGLIATTI
JUSTIN WREN
TIMOTHY BRADLEY
NEAL NELSON
DAN GREGGAIN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2016

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
PLACEMENT OF A GARAGE WITHIN THE REAR YARD EXCEEDING MAXIMUM
ACCESSORY STRUCTURE SQUARE FOOTAGE REQUIREMENTS
AT 7835 E. CHICKORY LANE**

WHEREAS, an application for variances from Section 156-162 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by property owner Michael Peters (“applicant”) on May 4, 2016 for a variance to allow the construction of a 1,872 square foot garage with proper setbacks within the rear yard; and

WHEREAS, Section 156-162 utilizes Table 15 to set forth the maximum allowable square footage for garages at 900 square feet with the cumulative square footage of all accessory structures not to exceed 1,100 square feet and the applicant is seeking a variation from these requirements to construct a garage of approximately 1,872 square feet (an increase of 972 square feet), which shall exceed the total cumulative square footage by 964 square feet (totaling 2,064 square feet inclusive of the existing shed); and

WHEREAS, Section 156-162 utilizes Table 15 to set forth the maximum allowable height of accessory structures at 15 feet and the applicant is seeking a variation from this requirement to construct a garage with a total height of 23 feet (an increase of 8 feet); and

WHEREAS, Section 156-162 utilizes Table 15 to set forth the maximum linear dimension of any wall of accessory structures at 36 feet and the applicant is seeking a variation from this requirement to construct a garage with a single linear dimension of 40 feet (an increase of 4 feet); and

WHEREAS, a public hearing was noticed and duly held on June 6, 2016; subsequent to the public hearing, the Zoning Board of Appeals positively recommended to the Board of Trustees the petition; and

WHEREAS, Section 156-250 permits the Village Board to approve variations from the Zoning Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

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. Findings of Fact. The Board of Trustees find as follows:

- A. **Unnecessary Hardship.** The petitioner purchased an existing house that does not contain an accessory structure that can contain all of the personal possessions. These detached accessory structures are utilized throughout many of the properties within the adjacent area.
- B. **Preserves Rights Conferred by the District.** This improvement will be constructed of residential quality and shall be an improvement within this RS-2 District. The roof is being constructed in a manner that matches the existing primary structure. This structure shall allow the petitioner to enjoy his property in a manner that shall be harmonious with the neighbors.
- C. **Necessary for the Use of the Property.** This property does not currently possess a garage that may be utilized for the residential accessory uses of this property. This improvement is necessary for residential utilization of the property.
- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. Allowing the garage to be constructed within the requisite setbacks is consistent with other houses located within the local area.

Section 3. Description of the Property. The property is located at 7835 E. Chickory Lane in the Village of Coal City within an RS-2 District legally described as follows:

Lot #2, in Prairie Oak Estates, being a subdivision of part of the Northeast corner of Section 23, Township 33N, Range 8E of the 3rd Principle Meridian, according to the plat thereof recorded July 30, 1993 as document #325538 in Grundy County, Illinois.

Section 4. Public Hearing. A public hearing was advertised on May 18, 2016 in the Coal City Courant and held by the Zoning Board of Appeals on June 6, 2016, at which time the Board recommended the petition for approval by the Board of Trustees.

Section 5. Variances. The variations requested in the May 4, 2016 Variance Application to Section 156-162 of the Zoning Code is outlined herein as follows:

- A. A variance from the requirements of Section 156-162 to exceed the maximum allowable square footage of 900 square feet by 972 square feet resulting in the cumulative square footage for all accessory structures of 1,100 square feet to be exceeded by 964 square feet to allow the construction of a new garage.
- B. A variance from the requirements of Section 156-162 to exceed the maximum allowable height of the building of 15 feet by 8 feet to allow the construction of a roof on the new structure.

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE PLACEMENT OF A
GARAGE WITHIN THE REAR YARD EXCEEDING MAXIMUM ACCESSORY STRUCTURE SQUARE
FOOTAGE REQUIREMENTS AT 7835 E. CHICKORY LANE**

- C. A variance from the requirements of Section 156-162 to exceed the maximum linear dimensions of any wall of 36 feet by 4 feet to allow the construction of one wall at 40 feet of the garage bear the footprint of 40'x32'.

Section 6. Conditions. The variances granted herein are contingent and subject to the following conditions:

- A. This owner shall ensure the grading of the restored yards surrounding the improvement shall not impact drainage of any neighboring or adjacent properties to a degree whereby neighboring or adjacent properties receive additional storm flow following the construction of the new accessory structure.
- B. The newly constructed garage shall follow as presented within the material submitted and according to the presentation to the Planning & Zoning Board Meeting of June 6, 2016.

Section 7. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 8. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

Section 9. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2016, at Coal City,
Grundy and Will Counties, Illinois.

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 8, 2016

RE: ADOPTION OF CODE AMENDMENT FOR CORE AREA PARKING

The Planning & Zoning Board regularly hears variance requests from businesses located within the Core Area (downtown) regarding the need to procure offstreet parking to host the parking projected for the utilization of the business. Additionally, within the Core Area, businesses must obtain offstreet parking in an amount necessary to match the parking needs for the total number of employees it shall employ.

During the most recent adoption of code changes to the zoning code, each of the permitted and conditional uses were reviewed for the C-4 Core Area zoning. It has been recommended by the P&Z Board that the zoning for types of businesses is enough and does not require additional offstreet parking due to the ample public parking that is available. In short, it is recommended an amendment is adopted that allows those business that invest in a Core Area location and keep the store fronts open be provided the benefit of utilizing public parking as an available place to park their proposed business traffic.

The proposed ordinance reviewed the separate uses and changed those uses currently permitted to be conditional in light of the amount pf parking they will require. From a zoning perspective, these uses shall be required additional offstreet parking according to their business plan rather than being allowed to only utilize the public parking located within the rights-of-way.

This amendment has been contemplated throughout the latter half of 2015 and was subject of a public hearing at the P&Z Board on June 6, 2016.

Recommendation:

Adopt Ordinance No. ____: Amending the Village Code for Offstreet Parking for C-4 Permitted Uses.

ZONING CODE

(7759) Variety stores.

(78) Veterinary offices

(7960) Video-cassette Videocassette sales or rental.

(80) Wallpaper stores

(81) Yard goods stores, notions and sundries

Comment [GV131]: added

Comment [GV132]: Updated to just show video instead of videocassette

Comment [GV133]: Reorganized and alphabetized

Group PK: Additional Conditional Uses in C-3 and Higher-Numbered-Commercial Districts (except as otherwise stated)

(1) Amusement establishments, indoor as defined in § 156-3

~~(4) Animal hospitals.~~

(2) Bars with live entertainment or dancing

(3) Bars without live entertainment or dancing

(4) Bowling alleys

~~(2) Auto body repairs.~~

(5) Currency Exchange

~~(2) Indoor amusement establishments, including bowling alleys, pool halls, dance halls, commercial swimming pools, and skating rinks.~~

(6) Dance halls

(7) Day-care centers, as defined in § 156-3

(8) Drive-in establishments as defined in § 156-3

(9) Game Rooms, as defined in § 156-3

(10) Garages, public, as principal use

(113) Greenhouses, commercial.

(12) Kiosks, as defined in § 156-3

(134) Mortuaries, as defined in § 156-3.

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ZONING CODE

(33) Union halls.

Comment [GV136]: Updated and renumbered and alphabetized

Group QL: Additional Permitted Uses in C-4 and Higher-Numbered-Commercial Districts

(1) Antique shops

(2) Appliance sales and repair stores, including radio, television, stereo, video, lighting and clock

(3) Art studios

(4) Art and graphic supply stores

(5) Autoparts and accessory stores.

(6) Bicycle sales, rental, and repair shops.

(5) Blueprinting and photostating establishments.

(7) Bookstores or book and stationery stores.

(8) Business machine sales, rental, and service.

(9) Camera shops

Comment [GV137]: Updated to match chart

(10) Camping equipment sales.

(11) Card shops

(12) Carpet and rug stores (retail sales).

(13) Catering services

Comment [GV138]: Updated to match chart

(14) China and glassware stores.

(15) Clothing stores.

Comment [GV139]: Updated to match chart

(16) Clubs, lodges, private

(16) Coin and stamp stores.

Comment [GV140]: Updated to match chart

(17) Computer sales, rental and service

(18) Custom dressmaking shops and repair

(19) Dance studios

ZONING CODE

- (20) Dental offices
- (21) Department stores, junior department
- (22) Discount department stores
- (23) Dwelling units above ground floor
- (24) Employment agencies.
- (25) Exterminating services.
- (1) Off-street parking lots, public garages, or storage garages as principal uses.
- (1) Dwelling units above the ground floor in buildings with a ground floor in non-residential/nonresidential use.
- (26) Financial institutions, as defined in § 156-3
- (27) Florists
- (28) Frozen food stores, excluding locker rental.
- (29) Furniture stores
- (30) Furrier shops, including incidental storage and cleaning of furs.
- (31) Garden supply stores
- (32) Gift shops
- (33) Graphics and drafting services
- (2) Plazas and public spaces.
- (34) Gunsmith shops.
- (35) Hardware stores.
- (36) Hair shops and repair
- (37) Health clubs, as defined in § 156-3.
- (38) Hobby and craft shops.
- (39) Hotels and motels.
- (40) Ice Sales

Comment [GV141]: Remove #2 from c-4

ZONING CODE

(29) Interior decorating shops, including upholstery and the making of draperies, slip covers, and other similar articles when conducted as part of the retail operations and secondary thereto.

Comment [GV142]: Permitted in all commercial moved to that group

(41) Insurance offices

(42) Jewelry and watch sales and repair

(43) Laboratories, medical, dental, research, and testing within a completely enclosed building.

(44) Luggage shops

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(44) Medical offices

(45) Meeting and banquet halls.

(46) Motor vehicle sales or rental, including cars, trucks, boats, trailers, recreational vehicles or motorcycles or snowmobiles

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(47) Music stores and instrument repair shops

(48) Newspaper distribution agencies

(49) Office supplies stores

(50) Optometry offices

(51) Orthopedic and medical appliance stores (retail sales only).

(52) Paint stores

(53) Pet grooming (does not include kenneling)

(54) Pet shops.

(55) Photo processing stores, except kiosks

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(56) Post offices.

(57) Print shops with six or fewer employees

(58) Produce markets.

(59) Propane bottle exchange

(3) Light machining and repair.

Comment [GV143]: Remove #3 from c-4

(604) Radio and television stations and studios.

Comment [GV144]: Split the definitions

ZONING CODE

~~(61) Real estate offices~~

~~(625) Recording studios.~~

~~(6) Tourist information and hospitality centers.~~

Comment [GV145]: Remove hospitality centers

~~(63) Secondhand stores~~

Comment [GV146]: Updated to match the chart

~~(64) Shoe shops and repair~~

~~(65) Sporting goods stores.~~

~~(66) Stationary stores~~

~~(67) Supermarkets~~

~~(68) Tailor shops and repair~~

~~(69) Tanning salons.~~

~~(70) Tax preparation offices~~

~~(71) Taxidermists.~~

~~(72) Television stations and studios~~

~~(73) Theaters, indoors~~

~~(74) Ticket offices, theatre and amusement~~

~~(75) Ticket Offices, transportation~~

~~(76) Tiles stores~~

~~(77) Toy stores.~~

~~(78) Variety stores.~~

~~(79) Veterinary offices~~

Comment [GV147]: added

~~(80) Video sales or rental.~~

Comment [GV148]: Updated to just show video instead of videocassette

~~(81) Wallpaper stores~~

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~~(82) Yard goods stores, notions and sundries~~

Comment [GV149]: Updated and alphabetized c-4 permitted

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 16 - ____

AN ORDINANCE AMENDING THE VILLAGE OF COAL CITY
CODE OF ORDINANCES AMENDING THE REQUIREMENTS FOR OFFSTREET
PARKING FOR C-4 PERMITTED USES

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2016

ORDINANCE NO. 16-_____

**AN ORDINANCE AMENDING THE VILLAGE OF COAL CITY
CODE OF ORDINANCES AMENDING THE REQUIREMENTS FOR OFFSTREET
PARKING FOR C-4 PERMITTED USES**

WHEREAS, it is in the best interest of the residents of Coal City that the Village update the Village Code in a timely manner; and

WHEREAS, the Planning and Zoning Board published and conducted a public hearing on Monday, March 7, 2016; and

WHEREAS, the number and size of off street parking facilities are required within Section 156-127 of the Village of Coal City Code; and

WHEREAS, Section 156-128 maintains requirements for businesses located within any C-4 zoning district to maintain one off-street parking spot for each employee of the business; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village to update the building code requirements and standards regarding the application of building permits.

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

Section 1. Recitals. The recitals listed below shall replace the existing code provisions.

Section 2. Amendments.

- A. Amend existing Section 156-128 by removing the existing language and replace with the following:

Off-street parking for C-4 Downtown Commercial District. Business owners utilizing property located within C-4 zoning shall not be required to procure off-street parking in addition to those parking spaces provided within the public right of way.

- B. Amend *Table 7: Permitted and Conditional Uses in Commercial Districts* whereby the permitted uses listed below within Group O shall be removed –

- Group O, (36) Health Clubs, as defined in 156-3
- Group O, (38) Hotels and motels
- Group O, (45) Meeting and banquet halls
- Group O, (71) Theaters, indoor

The aforementioned uses listed above shall be inserted within Group P of Table 7 according to their alphabetic location and the Group shall be renumbered accordingly.

- C. Amend *Table 7: Permitted and Conditional Uses in Commercial Districts* whereby the permitted uses listed below within Group Q shall be removed –

- Group Q, (16) Clubs, lodges, private
- Group Q, (37) Health Clubs, as defined in 156-3
- Group Q, (39) Hotels and motels
- Group Q, (45) Meeting and banquet halls
- Group Q, (73) Theaters, indoor

The aforementioned uses listed above shall be inserted within Group R of Table 7 according to their alphabetic location and the Group shall be renumbered accordingly.

Section 3. Effective Date. After its passage, the amended provisions of the Village Code, outlined herein, shall be effective and commence 10 days after this Ordinance is printed in book or pamphlet form and published by the authority of the corporate authorities.

**AN ORDINANCE AMENDING THE VILLAGE OF COAL CITY
CODE OF ORDINANCES AMENDING THE REQUIREMENTS FOR OFFSTREET PARKING FOR C-4
PERMITTED USES**

SO ORDAINED this _____ day of _____, 2016, at
Coal City, Grundy County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

ORDINANCE NO. _____

AN ORDINANCE ADOPTING PREVAILING WAGE RATES
TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS
PERFORMING CONSTRUCTION OF PUBLIC WORKS
IN THE VILLAGE OF COAL CITY,
GRUNDY/WILL COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, approved June 26, 1941, as amended, being 820 ILCS 130/0.01 through 130/12 (the "Act"); and

WHEREAS, the Act requires that during the month of June of each calendar year the Board of Trustees of the Village of Coal City (the "Village") investigate and ascertain the prevailing rate of wages, as defined in said Act, in the "locality" of the Village for laborers, mechanics and other workers performing construction of public works for the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF COAL CITY, GRUNDY/WILL COUNTY, ILLINOIS, as follows:

Section 1: To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in Grundy/Will County as determined by the Department of Labor of the State of Illinois (the "Department") which are in effect on June 1, 2016. If the Department adopts different rates after June 1, 2016 during the month of June, 2016, a copy of that determination will be appended hereto and incorporated herein by reference when it is available from the Department. As required by said Act, any and all revisions of the

prevailing rate of wages by the Department shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Village. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act.

Section 2: Nothing herein contained is intended to apply nor shall be construed to apply said prevailing rate of wages as herein ascertained to any work or employment performed on behalf of this Village except public works construction to the extent required by the Act.

Section 3: 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.

Section 4: All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of this Village this determination of prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

Section 6: By July 15th, the Village Clerk shall file a certified copy of this Ordinance with the Illinois Department of Labor.

Section 7: Within thirty (30) days after filing a certified copy of this Ordinance with the Illinois Department of Labor, the Village Clerk shall cause to be published in a newspaper of general circulation within the area a notice that this determination is effective and constitutes the determination of this public body.

Section 8: The Village Clerk shall mail a copy of this Ordinance to any employer, and to any association of employers and to any person or association of employees who have

filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 9: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

PRESIDENT, VILLAGE OF COAL CITY

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF)

CLERK'S CERTIFICATE

I, _____, DO HEREBY CERTIFY that I am Village Clerk of the Village of Coal City, Grundy/Will County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village, and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of AN ORDINANCE ADOPTING PREVAILING WAGE RATES TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF PUBLIC WORKS FOR THE VILLAGE OF COAL CITY adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at _____ p.m. on the _____ day of June, 2016.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of June, 2016.

VILLAGE CLERK
VILLAGE OF COAL CITY

[SEAL]

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 8, 2016

RE: 2016 MFT/NON-MFT STREETS PROGRAM BID APPROVAL

Joe McKenna of Chamlin Engineering conducted a bid for the 2016 Streets program. Bids were received last week and opened at Village Hall with amounts that were less than the Engineer's Estimate of work. Included in this year's proposal was an alternate that included replacement work on Coalfield & Black Diamond Roads. These paths were the only ways in and out of the subdivision and took on substantial damage due to the 6-22 Tornado. At this point, it is prudent to adopt Alternate B to include work on these damaged portions of road; this is only \$58,815.29 higher than the base bid and will provide a short-term solution to these necessary residential streets.

There had been hope that the State of Illinois would utilize a portion of its CDAP funding to completely reconstruct these roads rather than simply provide a band-aid. With the continuing budget stalemate and DCEO remaining unresponsive to the Village's requests, it is necessary to make these improvements in a timely manner. If the State of Illinois can provide funding for these portions of streets rather than spending local proceeds, there is still time to shuffle the necessary paperwork. This evening's action gets the IDOT contracts and approval moving to allow the project to proceed; it shall hopefully be completed at some point near the end of July or beginning of August.

Recommendation:

Award the 2016 Roads Project to the lowest responsible bidder – D Construction, in the amount of \$318,835.44 to include Alternate B.

E N G I N E E R S • S U R V E Y O R S • P L A N N E R S

June 3, 2016

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

SUBJECT: Village of Coal City
2016 MFT Street Maintenance
Section 16-00000-00-GM

Dear Mr. Fritz:

Bids were received and publically read on Wednesday, June 1, 2016 at 11:00 A.M. for the above referenced project and a bid tabulation is enclosed for your reference.

The low, responsive, responsible bidder, was D Construction for Alternate Bid A in the amount of \$260,020.15 and for Alternate Bid B in the amount of \$318,835.44.

If the Village anticipates receiving funds from the State to assist with road repairs, we recommend the Village consider award of Alternate A bid to D Construction in the amount of \$260,020.15.

If the Village does not anticipates receiving funds from the State to assist with road repairs, we recommend the Village consider award of Alternate B bid to D Construction in the amount of \$318,835.44.

If you have questions or require additional information, please call.

Sincerely,



Joseph W. McKenna, P.E.

Enclosure

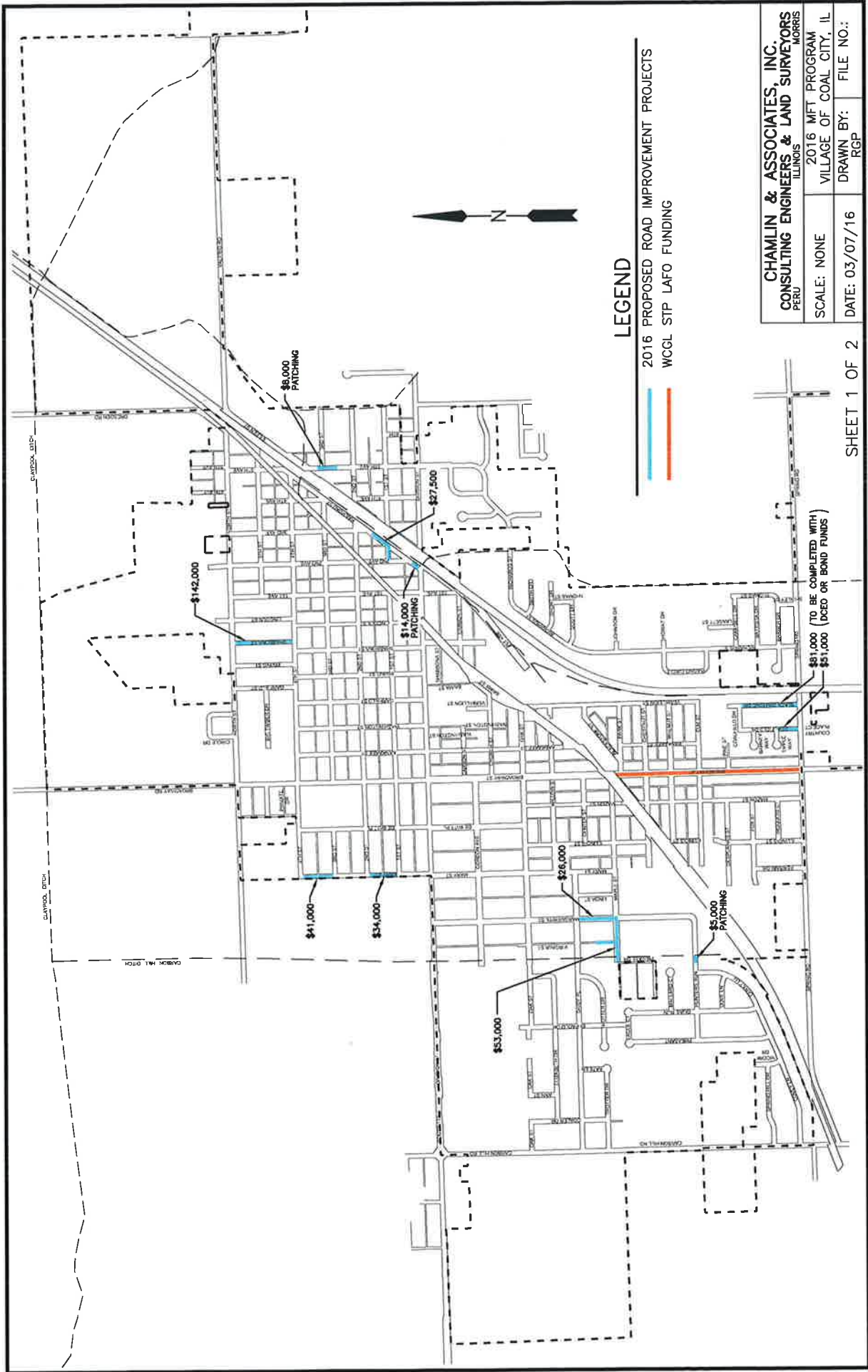
JWM/pa

PERU OFFICE:

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

MORRIS OFFICE:

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

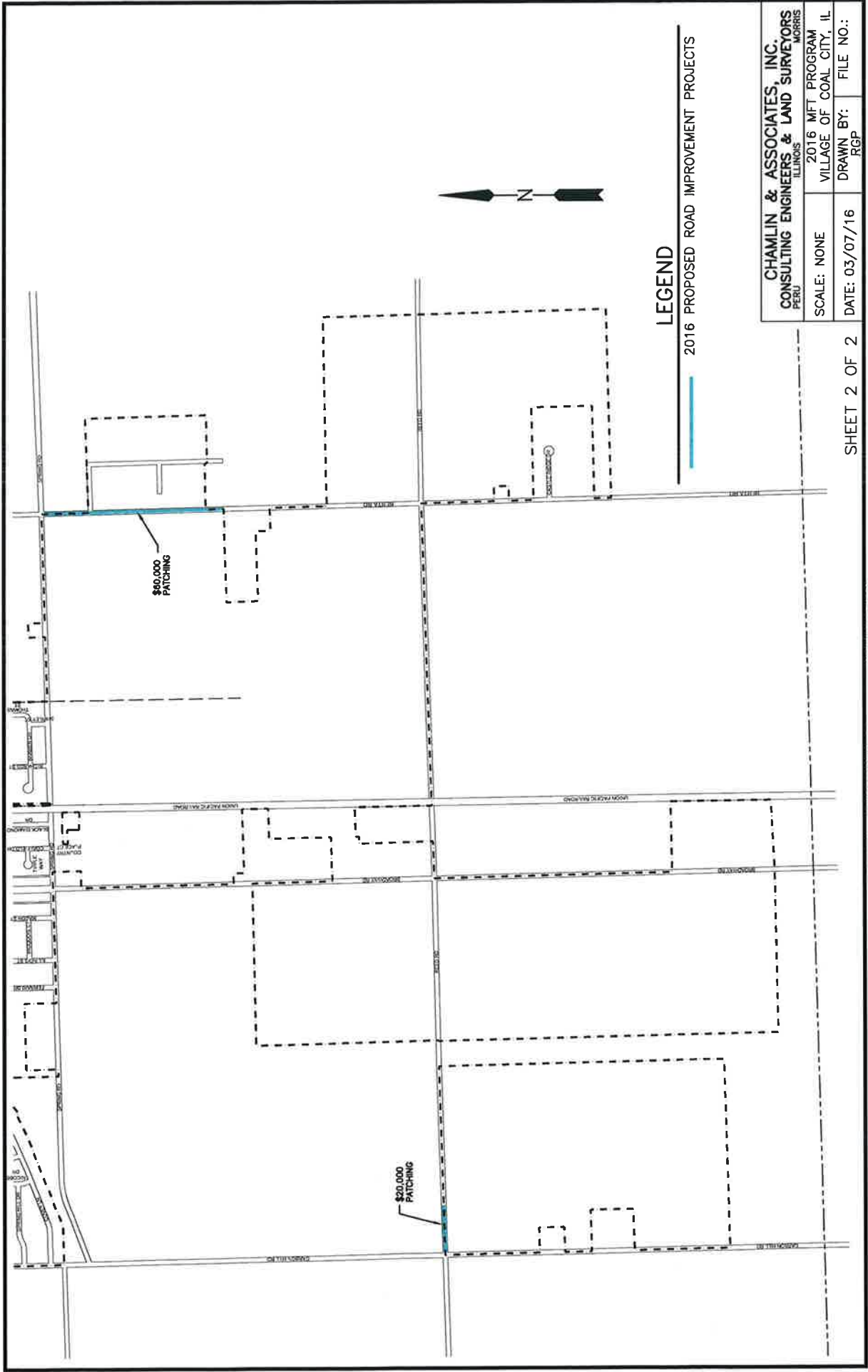


LEGEND

- 2016 PROPOSED ROAD IMPROVEMENT PROJECTS
- WCGL STP LAFO FUNDING

CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS MORRIS ILLINOIS	
SCALE: NONE	2016 MFT PROGRAM VILLAGE OF COAL CITY, IL
DATE: 03/07/16	DRAWN BY: RGP FILE NO.:

SHEET 1 OF 2



LEGEND

2016 PROPOSED ROAD IMPROVEMENT PROJECTS

CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS ILLINOIS MORRIS	
SCALE: NONE	2016 MFT PROGRAM VILLAGE OF COAL CITY, IL
DATE: 03/07/16	DRAWN BY: RGP FILE NO.:

SHEET 2 OF 2

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 8, 2016

**RE: RATIFICATION OF THE VILLAGE HALL ROOFING REPAIR
CONTRACT**

Last meeting, the Village Board authorized the lowest bidder for the repair of the roof at Village Hall. Some questions arose as to the pricing being inclusive of certain portions of work. Darrell Olson, the Public Works Director and Mark Heinle, the Village Attorney worked with the contractor to turn their quote into a serviceable, enforceable action according to the legal terms Mr. Heinle desired; it has been attached.

Recommendation:

Ratify the *Roof Repair Agreement* for roofing repair to be completed at the Village Hall.

ROOF REPAIR AGREEMENT

THIS AGREEMENT is entered into by and between WESTERN STATES CONSTRUCTION, INC. (hereafter the "Contractor") and the VILLAGE OF COAL CITY (hereafter "Village").

WHEREAS, Contractor will be performing services and work generally described "Specifications" attached hereto as Exhibit A and incorporated as though fully set forth herein (the "Work"); and

WHEREAS, Contractor may have subcontractors, material suppliers and one or more employees engaged in the performance of the Work; and

WHEREAS, the Contractor certifies that it is an equal employment opportunity employer and understands that, as a material condition of this Agreement, it is required to comply with all federal, state, and local affirmative action and equal employment opportunity regulations;

WHEREAS, Contractor has the training, ability, knowledge, and experience to provide the Work as desired and directed by the Village;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the parties hereby agree as follows:

1. **Incorporation.** The foregoing Recitals are made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. **Scope of Services.**
 - A. Commencing upon the "Effective Date", as hereinafter defined, Contractor shall begin the Work as soon as commercially practicable, but in no event later than thirty (30) days following the Effective Date, and shall continue without interruption or delay, and otherwise diligently pursue and prosecute the Work to completion. Contractor shall ensure that an adequate number of workers are performing the Work during normal working hours to ensure timely completion as provided herein.
 - B. The Work shall be furnished and completed in accordance with this Agreement.
3. **Conformance with Laws.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act,

statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination laws and regulations, and traffic and public utility regulations.

4. **Payment.** Contractor shall submit itemized invoice(s) to the Village, which invoices shall not exceed SIX THOUSAND FOUR HUNDRED NINETY THREE AND NO/100 DOLLARS (\$6,493.00) [the "Compensation"]. The Village agrees to abide by the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*) when reviewing Contractor's invoices and payment requests. Contractor agrees that the Compensation shall serve as final payment and that there shall be no additional reimbursement for travel, meals, fuel, disposal, labor, equipment, trucks, or other costs or expenses without the Village's prior written authorization. As applicable, invoices shall be accompanied by complete and legally effective releases or waivers (satisfactory to the Village) of all liens arising out of the Agreement and the Work performed and the material and equipment furnished. In lieu of the releases and waivers, Contractor may furnish an affidavit that the all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Village or its property might in any way be responsible, have been paid or otherwise satisfied

5. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Paragraph shall survive the voluntary or involuntary termination of this Agreement.

6. Insurance.

A. Minimum. Contractor shall procure and keep in force, to the satisfaction of the Village, at all times during the performance of any Work referred to herein, insurance coverage in at least the type and amounts as follows:

1. Workers' Compensation:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoremen's): Statutory
- c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

2. Commercial General Liability:

- a. \$2,000,000.00 General Aggregate
- b. \$1,000,000.00 Products Completed Operations Aggregate
- c. \$1,000,000.00 Personal and Advertising Injury
- d. \$1,000,000.00 Each Occurrence
- e. \$ 50,000.00 Fire Damage (any one fire)
- f. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):

- a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
- b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:

\$1,000,000.00 over Primary Insurance

B. Evidence of Insurance

- i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- ii. All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

- iii. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village.
- iv. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
- v. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

C. Miscellaneous.

- i. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village as an additional insured thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the addition of the Village as an insured.
- ii. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- iii. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
- iv. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
- v. Contractor acknowledges and agrees that nothing contained in the insurance requirements of this Agreement is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers.
- vi. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed

by or on their behalf. If the “additional insureds” have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

- vii. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
- viii. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums. The obligations of the Contractor to purchase insurance shall not, in any way, limit its obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Contractor's insurance.
- ix. In the event the Contractor fails to furnish and maintain the insurance required by this Agreement, the Village, upon 7 days written notice, may purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to the Village upon demand or shall have such cost deducted from any payments due the Contractor.
- x. All insurance provided by the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

7. **FOIA Compliance.** Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

8. **Prevailing Wages.** To the extent that the Prevailing Wage Act applies, to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of

Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Agency. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Agency as required by Statute. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Agency against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

9. **Independent Contractor.** It is mutually understood and agreed that the Contractor shall have the full control of the ways and means of performing the Work referred to herein and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village.
10. **Default.** Failure of either party to perform and comply with its respective obligations hereunder, or failure of either party in any way to perform its obligations with promptness, diligence, and in a workmanlike manner, or a party's insolvency, shall constitute a default. In the event of a default, the non-defaulting party shall send written notice of default to the defaulting party, specifying the nature of the default ("Notice of Default"). Upon receipt of the Notice of Default, if the defaulting party fails to cure the identified default within two (2) business days, such failure shall constitute an "Event of Default." Following an Event of Default by the Contractor, the Village shall have right terminate the employment of the Contractor and to employ any other person or persons to perform Contractor's work hereunder. The termination of the Contractor's employment as provided above shall not be deemed a release of Contractor's obligations hereunder. Either party, may, at its sole discretion, excuse the other party's Event of Default if such party has commenced efforts to cure such default to the reasonable satisfaction of the non-defaulting party within two (2) business days of the receipt of the Notice of Default and continues diligently to pursue such cure.
11. **Termination Without Cause.** This Agreement may be terminated by the Village or by Contractor upon not less than five (5) days prior written notice to the other party.
12. **Notice.** Any notice or communication required or permitted to be given under this

Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

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

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

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

Western States Construction, Inc.

13. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successor or assigns, against the Village on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the voluntary or involuntary termination of this Agreement.
14. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or

property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
16. **Amendments & Modifications.** To amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both parties to this Agreement.
17. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
18. **Authority to Execute.** The parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.
19. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this

_____ day of _____, 2016.

VILLAGE OF COAL CITY

WESTERN STATES CONSTRUCTION, INC.

President Terry Halliday

By: _____

Its: _____

Dated: _____

Dated: _____

EXHIBIT A

Proposal

Attached on following page.

4844-8414-6994, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: June 8, 2016

RE: COMPLETING SAFE ROUTES TO SCHOOL 2014 CONSTRUCTION PROJECT - RATIFICATION

Last meeting, the Village Board adopted the requisite Resolution in order to proceed with the existing Safe Routes to School (SRTS) that was initially approved in the fall of 2014. Attached to the agreement was an engineering agreement not called out for specifically on the last agenda. The *Construction Engineering Services Agreement For Federal Participation* was in Draft format, has been revised due to the Board's Adoption, and has been included for ratification this evening. Previously, the Village Board has provided the approval for Robinson Engineering to design and oversee the construction. This is the last step prior to receiving bids and completing construction.

The SRTS improvement will provide a \$130,800 improvement within the public rights-of-way between the Elementary School and the Public Library. Of this amount, \$12,505 shall be expended for engineering

Recommendation:

Ratify the *Construction Engineering Services Agreement For Federal Participation* for the Coal City 2014 Safe Routes To School Project, originally adopted at the Regular Meeting of May 25, 2016.

Local Agency Village of Coal City	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Robinson Engineering, Ltd.
County Grundy				Address 17000 South Park Avenue
Section 14-00032-00-SW				City South Holland
Project No. SRTS-4009(302)				State Illinois
Job No. C-93-041-15				Zip Code 60473
Contact Name/Phone/E-mail Address Matt Fritz (815) 634-8608 mfritz@coalcity.il.com				Contact Name/Phone/E-mail Address Harry L. Gilmore, Jr. (815) 412-2711 hgilmore@reltd.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Safe Routes to School Route various Length 4,000 ft Structure No. n/a

Termini Third Street from Broadway to Lincoln Street, plus adjacent streets linking to Coal City Elementary School

Description: Sidewalk extensions including ADA ramps and approaches.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d, the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Robinson Engineering, Ltd.	36-2407339	\$12,505.00
Sub-Consultants:	TIN Number	Agreement Amount
Midland Standard Engineering & Testing, Ltd.	20-4527015	\$1,495.00
Sub-Consultant Total:		\$ 1,495.00
Prime Consultant Total:		\$12, 505.00
Total for all Work:		\$14,000.00

Executed by the LA:

Village of Coal City

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Pamela M. Noffsinger, Village Clerk

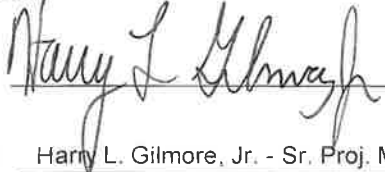
Title: Terry Halliday, Village President

(SEAL)

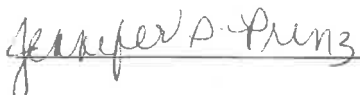
Executed by the ENGINEER:

Robinson Engineering, Ltd.

ATTEST:

By: 

Title: Harry L. Gilmore, Jr. - Sr. Proj. Manager

By: 

Title: Jennifer S. Prinz - Director of Engineering