

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
AUGUST 8, 2018
7 p.m.**

(immediately following the Public Hearing)

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes
July 25, 2018
July 30, 2018
4. Approval of Warrant List
5. Public Comment
6. Letter of Request & Proclamation
Braidwood Knights of Columbus "Tootsie Roll Drive"

7. Ordinance 18-17 Proposed Annexation Agreement between the Village
Of Coal City and Hoffman Property Holding LLC
Concerning Property Located at 1535 S. Berta Road
In Unincorporated Grundy County, Illinois

8. Ordinance 18-18 Approval of Purchase Contract
160 W. Walnut

9. Ordinance 18-19 Disposal of Surplus Property
Police Department class vehicle

10. Report of Mayor

11. Report of Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 N. Nelson

12. Report of Village Clerk

13. Report of Village Attorney

14. Report of Village Engineer

15. Report of Chief of Police

16. Report of Village Administrator

17. Executive Session to discuss Compensation of a Specific Employee per
ILCS 5 120/2(c)(1)

18. Adjourn

Braidwood Knights of Columbus Council # 1574

The Knights of Columbus are holding the annual tootsie roll drive on Sept. 21, 22, and 23rd, 2018. We will have volunteers standing at business locations in coal city with permission. We will be standing from 9AM till 5 PM on Friday. Saturday we will stand at business locations from 9 AM till 4 PM. Sunday we will stand at business locations from 9 AM till 12 Noon. We are asking for the City Councils approval to perform this annual fund drive. The tootsie roll funds are used to help people with Intellectual Disabilities. One of the members will be at your Council meeting on Wed. Aug 8th. Please let me know if you need any more info.

William C Pohl
Tootsie Roll Chairman
Knights of Columbus # 1574



PROCLAMATION

WHEREAS, the Illinois State Council of the Knights of Columbus members will conduct their 49th Annual Fund Raiser for helping people with Intellectual, and Physical Disabilities for citizens of the State on Friday, Saturday, and Sunday September 21st,22nd and 23rd , 2018 and,

WHEREAS, an ‘Intellectual disability’ is defined as a disorder that leads to, cerebral palsy, epilepsy, autism, or any other condition which results in impairment of the person. An Intellectual disability originates before the age of 18 and is expected to continue indefinitely; and,

WHEREAS, approximately 1.5 percent of the U.S. population is afflicted with a developmental or Intellectual Disability. Due to the early onset and debilitating nature of these disorders, many more children are affected than adults; and

WHEREAS, one of the main purposes of the Knights of Columbus, a fraternal order with 1.8 million members around the world, is to support various charitable causes that seek to make our families and communities stronger. It has donated \$1.3 billion and volunteered 640 million hours of service in the past decade; and

WHEREAS, the Illinois State Council of the Knights of Columbus will hold their 49th Annual Fund Drive for Physical and Intellectual Disabilities Program from September 21st,22nd,&23rd, 2018 distributing the funds they raise to more than 1200 Service organizations throughout Illinois.

THEREFORE, I Bruce Rauner, Governor of the State of Illinois, do hereby proclaim September 21-22nd and 23rd, 2018 as **HELPING CITIZENS WITH Physical and Intellectual DISABILITIES DAYS** in Illinois, in support of the Worthy efforts of the Illinois State Council of the Knights of Columbus and encourage all citizens to assist those who are affected by Intellectual Disabilities.

WHEREAS , members of Braidwood Council #1574 will participate in the 48th anniversary Annual Drive to help citizens with Physical and Intellectual Disabilities ;

NOW , THEREFORE , I _____, Mayor of the Village of _____, Illinois do hereby proclaim September 21st ,22nd ,and 23rd as “HELP CITIZENS WITH PHYSICAL AND INTELLECTUAL DISABILITIES DAYS” IN _____, Illinois and urge all citizens to be cognizant of the special fundraising efforts and to cooperate in this campaign.

IN WITNESS WHEREOF , I have hereunto set my hand and caused the seal of the village of _____ to be affixed, this _____ day of _____ in the year of Our Lord two-thousand and Eighteen

MAYOR

Witness

STATE OF ILLINOIS
EXECUTIVE DEPARTMENT
Proclamation

WHEREAS, an intellectual disability is defined as a disorder caused by cerebral palsy, epilepsy, autism, or any other condition which results in impairment of, or lack of, normal development of intellectual capacities; and,

WHEREAS, intellectual disabilities originate before the age of 18, and generally continue indefinitely; and,

WHEREAS, approximately 1.5 percent of the United States population is afflicted with an intellectual disability; and,

WHEREAS, due to the early onset and debilitating nature of these disorders, many more children are affected than adults; and,

WHEREAS, one of the main purposes of the Knights of Columbus, a fraternal order with 1.8 million members around the world, is to support various charitable causes that seek to make our families and communities stronger; and,

WHEREAS, the Knights of Columbus has donated more than \$1.3 billion, and volunteered more than 640 million hours of service in the past decade; and,

WHEREAS, the Illinois State Council of the Knights of Columbus will hold its 49th Annual Fund Drive on September 21-23, 2018, to benefit programs that serve individuals with intellectual disabilities, distributing proceeds to more than 1,200 service organizations throughout Illinois;

THEREFORE, I, Bruce Rauner, Governor of the State of Illinois, do hereby proclaim September 21-23, 2018, as **HELPING CITIZENS WITH INTELLECTUAL DISABILITIES DAYS** in Illinois, in support of the worthy efforts of the Illinois State Council of the Knights of Columbus, and encourage all citizens to assist those who are affected by intellectual disabilities.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.

Done at the Capitol in the City of Springfield,
this SECOND day of JULY, in
the Year of Our Lord, two thousand and
EIGHTEEN, and of the State of Illinois,
two hundredth.



Deese White
SECRETARY OF STATE

Bruce Rauner
GOVERNOR

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH HOFFMAN PROPERTY HOLDING, LLC, CONCERNING
CERTAIN TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS
(1535 S. BERTA ROAD)**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH HOFFMAN PROPERTY HOLDING, LLC, CONCERNING CERTAIN TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS (1535 S. BERTA ROAD)

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

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

WHEREAS, 65 ILCS 5/11-15.1-1, provides that the Village may enter into an annexation agreement with the owners of record of land in unincorporated territory, which land may be subsequently annexed to the Village in accordance with Article 7 of the Illinois Municipal Code at the time the land becomes contiguous to the Village; and

WHEREAS, the Village has received a petition for annexation from Hoffman Property Holding, LLC, an Illinois limited liability company (“Owner”) concerning certain real property consisting of approximately ten (10) acres and commonly known as 1535 S. Berta Road in unincorporated Grundy County, Illinois, bearing property index number 09-11-400-003, together with any public streets or highways adjacent to or within the said territory described below that have not been previously annexed to any municipality, and legally described as follows:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

(the “Property”); and

WHEREAS, the Property and any contiguous rights-of-way which are included with said annexation by operation of law shall be cumulatively known as the “Territory”; and

WHEREAS, the parties to the proposed annexation agreement are desirous to establish the terms and conditions by which any annexation of the Territory would be accomplished, including without limitation, the zoning, use and development of the Territory and certain other terms and conditions as more fully provided in the proposed annexation agreement; and

WHEREAS, it is in the best interests of the Village of Coal City, Grundy and Will Counties, Illinois, that a certain annexation agreement pertaining to the Territory be entered into; and,

WHEREAS, an annexation agreement has been negotiated between the Village and Owner concerning the terms for the future voluntary annexation of the Territory to the Village pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.*, and a copy of said annexation agreement is attached hereto as **Exhibit A** and, by this reference, incorporated as though fully set forth herein (the “Agreement”); and,

WHEREAS, pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, the Agreement was submitted to the Village President and Board of Trustees (cumulatively, the “Corporate Authorities”) and a public hearing was held thereon on August 8, 2018, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village; and

WHEREAS, the Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner; and

WHEREAS, the Owner and the Village are ready, willing, and able to enter into the Agreement and to perform the obligations as required hereunder; and,

WHEREAS, the Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance; and

WHEREAS, the statutory procedures provided in Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.* for the approval and execution of the Agreement have been fully complied with.

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

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

SECTION 2. Authorization.

A. Execution. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest the Agreement.

B. Recordation. The Village Clerk is authorized and directed to record, at the Village's expense, a fully executed copy of the Agreement at the Office of the Recorder of Deeds, Grundy County, Illinois.

SECTION 3. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 5. Effectiveness.

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

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

Annexation Agreement

ATTACHED ON THE FOLLOWING PAGES

4819-0130-0847, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 8, 2018

RE: GAINING TITLE TO 160 W WALNUT, DEMOLITION PROPERTY

The Village has a number of houses following the 6-22 Tornado in need of demolition that were vacated by its owners. One of these properties was 160 W. Walnut. The tornado-damaged house was demolished by the Village in 2016 pursuant to the fast-track demolition process. The Village subsequently recorded a demolition lien for its costs in the amount of \$26,693.52. While the Village has had the good fortune of being reimbursed in full for its demolition costs by owners or third-party purchasers of other demolition properties, this lien remained unsatisfied.

When the tax arrears for the property began accumulating, Grundy County acquired clean title to the property through the tax deed process and then may sell the property to the Village at cost (\$836). Grundy County (in its capacity as trustee for all taxing bodies) recently acquired a tax deed to the property through the court on July 19, 2018. The County is willing to sell the lot to the Village in return only for reimbursement of its tax deed costs, plus the cost of recording. The marginal expense of acquiring the property from the County for \$836 is significantly cheaper than the time and cost associated with the Village initiating its own foreclosure process.

The sales contract is a simple as-is contract through which the Village would acquire clean title. The Village would receive a copy of the recorded deed within a couple of months and then apply for a property tax exemption. After these steps, the Village may make the property available for redevelopment and recover a portion of its demolition expenditure while returning the property to productive use.

Recommendation:

Adopt Ordinance No. ____: Entering into a Purchase Contract paying Grundy County for its costs Associated with the Provision of Title to 160 W. Walnut to the Village of Coal City.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF 160 W. WALNUT STREET,
COAL CITY, GRUNDY COUNTY, ILLINOIS, FOR PUBLIC PURPOSES BY THE
VILLAGE OF COAL CITY**

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

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

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

on _____, 2018

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF 160 W. WALNUT STREET,
COAL CITY, GRUNDY COUNTY, ILLINOIS, FOR PUBLIC PURPOSES BY THE
VILLAGE OF COAL CITY**

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

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

WHEREAS, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes;

WHEREAS, the Village is authorized to certain demolish open, vacant, dangerous and unsafe buildings posing an immediate and continuing hazard to the community pursuant to 65 ILCS 5/11-31-1(e);

WHEREAS, the Village determined that the single-family home and attached garage (cumulatively, the “House”) located at 160 W. Walnut, Grundy County, Illinois, 60416, bearing tax identification number (P.I.N.) 09-03-431-005, and legally described as follows:

LOTS THIRTY (30) AND THIRTY-ONE (31) IN BLOCK TWENTY (20) IN THE VILLAGE OF COAL CITY AND THE VACATED ALLEY NORTHWEST AND ADJACENT TO SAID LOTS, (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

(the “Property”) was open, vacant, dangerous and unsafe buildings posing an immediate and continuing hazard to the community within the meaning of Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e);

WHEREAS, the Village demolished the House on the Property in January and February, 2016 pursuant to and in accordance with statutory fast-track demolition procedures and authority

and recorded a demolition lien in the amount of \$26,693.52 at the Grundy County Recorder of Deeds on April 4, 2016 as Instrument No. 560898 (the "Demolition Lien"), representing the Village's demolition-related costs;

WHEREAS, State law authorizes the Village to foreclose on its Demolition Lien in order to take title to the Property and subsequently sell the Property to a third party in order to recover a portion of its demolition expenses;

WHEREAS, the Village's ability to recoup a portion of the public monies expended in demolishing the hazardous structure is dependent upon acquiring title;

WHEREAS, unpaid property taxes on the Property went unsold and were acquired by Grundy County, as Trustee for all taxing bodies ("Grundy County");

WHEREAS, in the interest of conserving public resources and in recognition of the efficiency associated with Grundy County's ability to acquire the Property more quickly and economically through the tax deed process than the Village could through the foreclosure process, the Village worked with Grundy County to allow Grundy County to acquire clean title to the Property and subsequently convey the Property to the Village in return for its costs associated with the tax deed proceeding;

WHEREAS, Grundy County acquired a tax deed to the Property in Case No. 2018 TX 1 on July 19, 2018 and now holds fee simple title to the Property, extinguishing the Demolition Lien;

WHEREAS, the Village is desirous of acquiring the Property from Grundy County in lieu of foreclosure on the Demolition Lien and using the Property for the public and corporate purpose of recouping a portion of demolition expenses, encouraging economic development through residential in-fill and increasing the property tax base;

WHEREAS, the Property is useful, necessary and advantageous for the Village to acquire and maintain under public ownership and control for the purposes aforesaid; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that it is in the public interest to enter into a purchase and sale agreement for the Property attached hereto as **Exhibit A**, providing for the acquisition of the real property described herein via a quitclaim deed.

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

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

SECTION 2. Enactment

A. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest that certain real estate purchase and sale agreement known as the *Purchase Contract* (hereinafter, the “Agreement”) and appended hereto as Exhibit A and incorporated as though fully set forth herein.

B. The Village Treasurer or her designee is authorized and directed to draw upon Village funds and write a check in the amount of EIGHT HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$836.00), payable to the “Grundy County Trustee Payment Account” (the “Purchase Funds”) in order to effectuate the purchase and recordation of the quitclaim deed to the Property.

C. The Village Clerk, Administrator, and/or attorney are each authorized and directed to transmit the executed Agreement and Purchase Funds to the seller in accordance with seller’s instructions.

D. The Village Clerk, Administrator, and/or attorney are each authorized and directed to execute such documents and take such steps as may be necessary and convenient to implement the provisions of this Ordinance, including providing for the recording of the quitclaim deed to be recorded in the offices of the Grundy County Recorder of Deeds.

SECTION 3. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

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

SO ORDAINED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

Purchase Contract

ATTACHED ON THE FOLLOWING PAGE

4848-0930-1357, v. 1

TRANSACTION NO. 0718963



PURCHASE CONTRACT

SELLER: Grundy County, As Trustee

PURCHASER: Village of Coal City

SUBJECT PROPERTY: 09-03-431-005

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$836.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2019.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2018.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:
Village of Coal City
515 S Broadway
Coal City, IL 60416

TRANSACTION NO. 0718963



PURCHASE CONTRACT

SELLER: Grundy County, As Trustee

PURCHASER: Village of Coal City

SUBJECT PROPERTY: 09-03-431-005

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$836.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

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Dated this _____ day of _____, 2018.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:
Village of Coal City
515 S Broadway
Coal City, IL 60416

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 8, 2018

RE: GAINING TITLE TO 160 W WALNUT, DEMOLITION PROPERTY

The Village has a number of houses following the 6-22 Tornado in need of demolition that were vacated by its owners. One of these properties was 160 W. Walnut. The tornado-damaged house was demolished by the Village in 2016 pursuant to the fast-track demolition process. The Village subsequently recorded a demolition lien for its costs in the amount of \$26,693.52. While the Village has had the good fortune of being reimbursed in full for its demolition costs by owners or third-party purchasers of other demolition properties, this lien remained unsatisfied.

When the tax arrears for the property began accumulating, Grundy County acquired clean title to the property through the tax deed process and then may sell the property to the Village at cost (\$836). Grundy County (in its capacity as trustee for all taxing bodies) recently acquired a tax deed to the property through the court on July 19, 2018. The County is willing to sell the lot to the Village in return only for reimbursement of its tax deed costs, plus the cost of recording. The marginal expense of acquiring the property from the County for \$836 is significantly cheaper than the time and cost associated with the Village initiating its own foreclosure process.

The sales contract is a simple as-is contract through which the Village would acquire clean title. The Village would receive a copy of the recorded deed within a couple of months and then apply for a property tax exemption. After these steps, the Village may make the property available for redevelopment and recover a portion of its demolition expenditure while returning the property to productive use.

Recommendation:

Adopt Ordinance No. ____: Entering into a Purchase Contract paying Grundy County for its costs Associated with the Provision of Title to 160 W. Walnut to the Village of Coal City.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF 160 W. WALNUT STREET,
COAL CITY, GRUNDY COUNTY, ILLINOIS, FOR PUBLIC PURPOSES BY THE
VILLAGE OF COAL CITY**

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

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

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

on _____, 2018

ORDINANCE NO. _____

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COAL CITY, GRUNDY COUNTY, ILLINOIS, FOR PUBLIC PURPOSES BY THE
VILLAGE OF COAL CITY**

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

WHEREAS, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for public purposes;

WHEREAS, the Village is authorized to certain demolish open, vacant, dangerous and unsafe buildings posing an immediate and continuing hazard to the community pursuant to 65 ILCS 5/11-31-1(e);

WHEREAS, the Village determined that the single-family home and attached garage (cumulatively, the “House”) located at 160 W. Walnut, Grundy County, Illinois, 60416, bearing tax identification number (P.I.N.) 09-03-431-005, and legally described as follows:

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(the “Property”) was open, vacant, dangerous and unsafe buildings posing an immediate and continuing hazard to the community within the meaning of Section 11-31-1(e) of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e);

WHEREAS, the Village demolished the House on the Property in January and February, 2016 pursuant to and in accordance with statutory fast-track demolition procedures and authority

and recorded a demolition lien in the amount of \$26,693.52 at the Grundy County Recorder of Deeds on April 4, 2016 as Instrument No. 560898 (the "Demolition Lien"), representing the Village's demolition-related costs;

WHEREAS, State law authorizes the Village to foreclose on its Demolition Lien in order to take title to the Property and subsequently sell the Property to a third party in order to recover a portion of its demolition expenses;

WHEREAS, the Village's ability to recoup a portion of the public monies expended in demolishing the hazardous structure is dependent upon acquiring title;

WHEREAS, unpaid property taxes on the Property went unsold and were acquired by Grundy County, as Trustee for all taxing bodies ("Grundy County");

WHEREAS, in the interest of conserving public resources and in recognition of the efficiency associated with Grundy County's ability to acquire the Property more quickly and economically through the tax deed process than the Village could through the foreclosure process, the Village worked with Grundy County to allow Grundy County to acquire clean title to the Property and subsequently convey the Property to the Village in return for its costs associated with the tax deed proceeding;

WHEREAS, Grundy County acquired a tax deed to the Property in Case No. 2018 TX 1 on July 19, 2018 and now holds fee simple title to the Property, extinguishing the Demolition Lien;

WHEREAS, the Village is desirous of acquiring the Property from Grundy County in lieu of foreclosure on the Demolition Lien and using the Property for the public and corporate purpose of recouping a portion of demolition expenses, encouraging economic development through residential in-fill and increasing the property tax base;

WHEREAS, the Property is useful, necessary and advantageous for the Village to acquire and maintain under public ownership and control for the purposes aforesaid; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that it is in the public interest to enter into a purchase and sale agreement for the Property attached hereto as **Exhibit A**, providing for the acquisition of the real property described herein via a quitclaim deed.

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

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

SECTION 2. Enactment

A. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest that certain real estate purchase and sale agreement known as the *Purchase Contract* (hereinafter, the “Agreement”) and appended hereto as Exhibit A and incorporated as though fully set forth herein.

B. The Village Treasurer or her designee is authorized and directed to draw upon Village funds and write a check in the amount of EIGHT HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$836.00), payable to the “Grundy County Trustee Payment Account” (the “Purchase Funds”) in order to effectuate the purchase and recordation of the quitclaim deed to the Property.

C. The Village Clerk, Administrator, and/or attorney are each authorized and directed to transmit the executed Agreement and Purchase Funds to the seller in accordance with seller’s instructions.

D. The Village Clerk, Administrator, and/or attorney are each authorized and directed to execute such documents and take such steps as may be necessary and convenient to implement the provisions of this Ordinance, including providing for the recording of the quitclaim deed to be recorded in the offices of the Grundy County Recorder of Deeds.

SECTION 3. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

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

SO ORDAINED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

Purchase Contract

ATTACHED ON THE FOLLOWING PAGE

4848-0930-1357, v. 1



PURCHASE CONTRACT

SELLER: Grundy County, As Trustee

PURCHASER: Village of Coal City

SUBJECT PROPERTY: 09-03-431-005

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$836.00

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2019.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2018.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:
Village of Coal City
515 S Broadway
Coal City, IL 60416

TRANSACTION NO. 0718963



PURCHASE CONTRACT

SELLER: Grundy County, As Trustee

PURCHASER: Village of Coal City

SUBJECT PROPERTY: 09-03-431-005

TOTAL CONSIDERATION (Purchase Price + Recording Fee): \$836.00

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Dated this _____ day of _____, 2018.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

PURCHASER ADDRESS:
Village of Coal City
515 S Broadway
Coal City, IL 60416

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 8, 2018

RE: DECLARING SURPLUS PROPERTY – PD CLASS CAR

Due to the total number of cars maintained by the Police Department, the current class car, which is a '98 Buick Century may be declared as surplus to allow staff to properly dispose of the unit. The next car within the fleet, the Black Impala, will take its place.

The car is currently being checked out to determine if it remains to be a safe vehicle to be auctioned or if it will simply be sold at the Romeoville yard within a larger auction of well-used vehicles. After the Board's declaration, staff will ensure it is properly disposed of.

Recommendation:

Adopt Ordinance No. ____: Declaring the PD Class Vehicle, a Buick Century, as Surplus Equipment.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 18-____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN PERSONAL PROPERTY, THE PD CLASS VEHICLE**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

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

RESOLUTION NO. _____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN PERSONAL PROPERTY, THE PD CLASS VEHICLE**

WHEREAS, the corporate authorities of each municipality may make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4, grants municipalities, with a population less than 500,000, the authority to dispose of personal property it determines by a simple majority of the corporate authorities to be no longer useful and necessary; and

WHEREAS, the President and Board of Trustees of the Village of Coal City find that continued Village ownership of the PD Class Vehicle, which has outlived its useful life and is a 1998 Buick Century, VIN #2G4WS52M7W1421627, is no longer useful or necessary.

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

Section 1. Recitals. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Disposition of Property. That the Village Administrator for the Village of Coal City is hereby authorized to dispose of the aforementioned personal property.

RESOLVED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela Noffsinger, Clerk

Coal City Police Department
Weekly Summary of Activities
Thursday 07-05-18 – Wednesday 07-11-18

During this period, there were 42 calls for service, 39 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

07-05-18 at 11:23 AM, police responded to a Valerio Rd. residence to remove a subject. The complainant stated his brother is squatting in his shed. Police were able to resolve this incident when they explained he could not stay in a structure without utilities. The brother advised he understood and would be gone by the evening.

07-06-18 at 10:35 PM, police responded to a N. Lincoln St. residence for a domestic disturbance call. Both parties agreed the argument was never physical and the female wanted the male party to leave the residence. Police provided a ride to a gas station where a friend picked up the male.

07-10-18 at 1:56 PM, police responded to the area of Tipple Way for a solicitor complaint. Police were able to locate the subject and advised her the comp-any would need to apply for a village solicitor's permit. She was given a verbal warning and the subject agreed to leave the area and wait at the designated pick up area.

Arrest Summary

Operating a Hand Held Device while Driving	2
Speeding	6
No Valid D.L.	1
Suspended Registration	2
Expired Registration	1
Warrant	1
Seatbelt Violation	1

Coal City Police Department
Weekly Summary of Activities
Thursday 07-19-18 – Wednesday 07-25-18

During this period, there were 55 calls for service, 38 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

07-22-18 at 4:33 PM, police responded to a N. 2nd Ave. for a disturbance between two females. Before arriving on the scene one of the female left the residence. The female stated she had gotten into a verbal argument when the other female began to throw her belongings around the residence. The offender called the male to apologies for her actions and at that time was given a trespass notice by police.

07-24-18 at 10:17 AM, Police responded to a W. Oak St. residence for a criminal damage to property report. The complainant stated she had noticed a scratch on her vehicle. Police did observe a long scratch on the hood of her vehicle. The complainant stated she did not see or hear anything throughout the night.

Arrest Summary

Speeding	4
Unsafe Equipment	1
No Valid Safety Sticker	1
Over Weight on Registration	1
Operating an Uninsured Motor Vehicle	1
No Proof of Registration	1
Disobeying a Traffic Control Devise	3
Warrant	1
Suspended D.L.	1
Soliciting without a Permit	2
Expired Registration	2
Operating a Hand Held Device while Driving	1
No Valid D.L.	1

Coal City Police Department
Weekly Summary of Activities
Thursday 07-27-17 – Wednesday 08-01-17

During this period, there were 57 calls for service, 16 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

07-27-18 at 8:47 AM, police responded to a W. Oak St. for a residential burglary. The complainant stated she woke up and realized her cat was outside, as she went to let the cat in she noticed her kitchen cabinets were opened. A tablet and charger was taken, as well as 25 USC was removed from her wallet. The complainant stated she did not hear anything through the night and her door was likely left unlocked. The scene was processed by the department crime scene technician.

07-30-18 at 7:28 AM, police were dispatched to a Coal City business for a past tense theft from motor vehicle. The complainant stated her vehicle was parked in front of her E. Division St. home and usually she locks her door but the vehicle did not have any damage. The complainant's purse, wallet containing 100 USC and gift cards along with some prescription medication was among items taken from the residence.

08-01-18 at 1:25 PM, police responded to a Coal City business for a motor vehicle theft. The complainant stated she left her vehicle running when she went inside, one of the workers witnessed the theft. Police canvassed the area but were unable to locate the vehicle. Police were then notified the vehicle was involved in a hit and run on I-55. Police are still investigating this incident and charges are pending.

Arrest Incidents

Operating an Uninsured Motor Vehicle	1
Operating a Hand Held Device while Driving	4
Speeding	1
Expired Registration	3
Disobeying a Traffic Control Device	1
Obstructing Justice	1
Failure to Register as a Sex Offender	1
Resisting Arrest	1
Suspended D.L.	1