

# **COAL CITY VILLAGE BOARD MEETING**

**MONDAY, OCTOBER 12, 2015  
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-September 28, 2015
4. Approval of Warrant List
5. Ordinance 15-34                      Amending Burning Regulations
6. Authorize Mayor to enter into an Agreement regarding amending the collection contract for debris removal with D Construction
7. Authorize Mayor to enter into an Agreement regarding Meadow Estates Phase II public improvements

8. Report of the Mayor

9. Report of the Trustees:

T. Bradley

J. Wren

D. Togliatti

D. Greggain

R. Bradley

N. Nelson

10. Report of Village Clerk

11. Report of Village Attorney

12. Report of Village Engineer

13. Report of Chief of Police

A. Setting Trick-or-Treat Hours for 2015

14. Report of Village Administrator

15. Adjourn

**COAL CITY VILLAGE BOARD MEETING  
SEPTEMBER 28, 2015**

**STATE OF ILLINOIS  
COUNTIES OF GRUNDY AND WILL  
VILLAGE OF COAL CITY**

At 7 p.m. on Monday, September 28, 2015 Mayor Terry Halliday called to order the regular meeting of the Coal City Village Board in the boardroom of the Village Hall. Roll call-Trustees Ross Bradley, Dan Greggain, Dave Togliatti and Tim Bradley. Absent were Neal Nelson and Justin Wren. Also in attendance was Matt Fritz, village administrator, attorney Mark Heinle, Police Chief Tom Best and Joe McKenna from Chamlin Engineering.

All present recited the Pledge of Allegiance.

The minutes of the September 14, 2015 meeting were presented. Togliatti moved to approve the minutes as written, second by R. Bradley. Roll call-Ayes; Bradley, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Pass; Greggain. Motion carried.

The warrant list was presented for review. Darrell Olson, public works director, updated the Board regarding street lighting replacement and the warrants accompanying the repairs/replacement. R. Bradley moved to approve the warrant list, second by Greggain. Roll call-Ayes; Bradley, Greggain, Togliatti, and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

There was no public comment at this meeting.

Becky Thomas from Spring Hill Grove Nursery presented a proposal for the Village and their residents regarding the purchase and replacement of residential trees. Approximately 50,000 trees were lost in the June 22<sup>nd</sup> tornado. The nursery is offering a 20% discount for tree purchase by the Coal City residents and for every 10 trees purchased, a tree will be donated to the Village of Coal City. The Illinois Department of Natural Resources (IDNR) is offering a tree project grant, "Tree City USA" and a meeting has been scheduled with Mr. Fritz regarding the grant opportunity.

Ordinance 15-31, a variance request at 760 S. Broadway by property owner Jerry L. Meece was presented. Mr. Meece, who was present, is requesting two 1-bedroom apartments along with a commercial area be constructed in his building. The building



was recently damaged from the tornado and repairs will be made accordingly. The property is zoned C-4. Mr. Fritz said that this request was presented to the Coal City Planning and Zoning Board, a Public Hearing was conducted, testimony was heard and that Board approved the request unanimously. Greggain moved to adopt Ordinance 15-31 granting the variance to allow two one-bedroom residential units alongside the professional office suite at 760 S. Broadway, second by T. Bradley. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

Ordinance 15-32 the re-financing of a \$5,000,000 bond was presented to the Board. Mr. Fritz explained that this bond will be used for incurred costs, infrastructure damage and loss of income for the Village due to the June 22<sup>nd</sup> tornado. So far, no State assistance has been offered. In addition Ordinance 15-33 was presented for the issuance of \$3,000,000 bond for tornado recovery bonds. Wayne L. Pierce from Stern Brothers & Co. stated that he will work with the bond council, Ice Miller, for the bonds transaction. He explained the process and sale of the Alternate Revenue Bonds. Funding to the Village will be lost due to a decrease in the EAV (Equalized Assessed Value) and utility rates. Mayor Halliday thanked the Finance Committee and the Village Board for their assistance in this process. He also thanked Mr. Pierce for the discount of his services. Following discussion, T. Bradley moved to adopt Ordinance 15-31 authorizing the issuance of bonds not-to-exceed \$5 million for the purpose of refinancing the Village's outstanding bonds, second by Greggain. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried. T. Bradley then moved to adopt Ordinance 15-33 authorizing the sale of tornado recovery alternate revenue bonds to raise \$3 million in proceeds, second by R. Bradley. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

T. Bradley moved to authorize Mayor Halliday to engage with Stern Brothers for the sale of bonds on behalf of the Village of Coal City, second by Greggain. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

Joe McKenna presented invoices for payment to KLF Enterprises for storm debris pick-up. Phase I is due to the Village of Diamond which allowed Coal City to contract for debris collection through an intergovernmental contract with KLF. The balance of the



invoices are for the final clean-up conducted by the Village of Coal City following the tornado. The total of all the invoices is \$116,807.66. R. Bradley moved to approve the payments for outstanding KLF Enterprises invoices totaling \$116,807.66 for the company's service clearing tornado debris from the Village, second by Greggain. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

Darrell Olson, Coal City Public Works Director, gave a presentation regarding the water system response and update. Mr. Olson is recommending that the Village Board consider the purchase of an insertion valve to eliminate several issues when a large water leak occurs. A video regarding the insertion valve was shown to the Board. When using this heavy duty valve, its value is:

- Eliminates a boil order
- A smaller area is affected
- Do not have to shut off the water main

Areas of improvements were identified as broken valves, location issues and communication. These areas will be addressed, per Mr. Olson. The Board will consider this piece of equipment for the next fiscal budget and the value of the program. The Board thanked Mr. Olson for bringing this idea to the Board.

A Special Police Detail Agreement between the Coal City Police Department and Exelon Corporation was presented by Chief Best for the Boards consideration. This allows the Coal City Police Department to patrol at the Dresden Generating Station from October 26 through November 13<sup>th</sup>. The officers will utilize the Village patrol cars and the Village will be reimbursed for this service. The officers taking part in this special detail will be those who are off duty. The detail will include one officer, one vehicle between the hours of 5 a.m.-7 a.m. and 5 p.m.-7 p.m. daily. T. Bradley moved to authorize Mayor Halliday to enter into an agreement with Exelon for the utilization of off duty police officers and services, second by Greggain. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

Mr. Fritz and Chief Best exhibited to the Board an old document that was located in the Police Department building regarding the Mining Union during WWII. Charlie Brown from the local VFW is interested in restoring the document and displaying it at the Coal City Library. R. Bradley moved to gift the VFW with the surplus documents for

restoration and display at the Coal City Library, second by Greggain. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

Mayor Halliday recommended the appointment of Georgette Vota as chairman of the Coal City Planning and Zoning Board of Appeals. T. Bradley moved to appoint Georgette as chairman of the Planning and Zoning Board, second by Togliatti. Roll call-Ayes; Bradley, Greggain, Togliatti, and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried.

Mayor Halliday announced that the Sanctuary Church and the Village of Manhattan held a fundraiser for the Coal City tornado victims raising \$11,500 from the benefit and an additional \$500 in gift cards. Mayor Halliday commended and thanked the church and the people of Manhattan for their generosity.

Selection of the 2015 Community Service Award winner was held. The Boards choice was Donna Wharrie. She will serve as the grand marshal for the annual Octoberfest parade held in the Village.

Trustee Greggain reported:

- Coal City Baseball/Softball meeting with the Park Board regarding tornado repair
- Joliet Rivals donated \$100 to the Baseball/Softball organization for repairs
- The bike path that was damaged by ComEd due to the tornado is being replaced by ComEd (south of Rt. 113)
- Morris Shabbona Middle School Honor Students volunteered their time for tornado clean-up assistance

Attorney Mark Heinle reported:

- Title research has been order for the abandoned damaged homes to establish ownership
- Oct. 3, expect to receive authority to demolish the house at 560 Virginia
- Preparing a draft ordinance regarding burning
- Preparing a draft ordinance regarding the dates & time of Village Board meetings

Joe McKenna from Chamlin Engineering reported:

- D Construction-payments for clean-up contracts to be prepared
- Crack sealant project contracts awarded to SKC Construction for the amount of \$.50 per foot

Chief Best reported on the final meeting with the Coal City Junior Woman's Club regarding the October 3<sup>rd</sup> Octoberfest event.

Matt Fritz reported:

- Prairie Oaks Connection to the sanitary sewer scheduled for Wednesday; Grundy County and the IEPA will be present in addition
- October 1<sup>st</sup>, the Prairie Oaks Subdivision residents will become customers of the Village of Coal City
- Restoration of the Prairie Oaks Subdivision construction to be completed at the completion of the project
- The financial report was presented and explained

T. Bradley moved to adjourn the meeting, second by Togliatti. Roll call-Ayes; Bradley, Greggain, Togliatti and Bradley. Nays; none. Absent; Nelson and Wren. Motion carried. The meeting was adjourned at 8:25 p.m.

  
Pamela M. Noffsinger, Village Clerk

**MEMO**

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

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

**MEETING**

**DATE:** October 12, 2015

**RE: AMENDMENT TO OPEN BURNING REGULATIONS**

The Village code currently disallows any open burning of vegetation, branches, or brush between March 1<sup>st</sup> and October 31<sup>st</sup> of each year. This allows open burning of vegetative debris beginning on November 1<sup>st</sup> of each year. However, the Village’s contract with Waste Management does not allow for any brush pickup during the month of March. Amending the contract to allow open burning during the month of March would eliminate this on month of service time wherein residents are not allowed to burn and do not have any curbside pickup of their vegetative debris.

The amended ordinance pushes back the time open burning is allowed within the spring of each year and allows residents some additional time to open burn their brush while completing maintenance around the yard and spring cleanup. In addition to the time extension for open burning, additional safety protocol that should already be occurring are reinforced with additional language within section 92-43 of the village code.

Waste Management shall continue to provide curbside pickup of any brush that is properly set out at the curbside for Coal City residents. This includes placing grass clippings or leaves within craft paper bags and branches and twigs bundled and twined together in lengths not-to-exceed 4’ in length or 50 lbs. of weight.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Amending the Open Burning portion of the Village Code.



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**THE VILLAGE OF COAL CITY**  
GRUNDY & WILL COUNTIES, ILLINOIS

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE AMENDING SECTION 92-43 OF THE VILLAGE CODE TO AMEND  
THE VILLAGE'S REGULATIONS CONCERNING THE OPEN BURNING OF LEAVES  
AND OTHER LANDSCAPE WASTE**

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

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

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

on \_\_\_\_\_, 2015

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 92-43 OF THE VILLAGE CODE TO AMEND THE VILLAGE'S REGULATIONS CONCERNING THE OPEN BURNING OF LEAVES AND OTHER LANDSCAPE WASTE**

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

WHEREAS, 65 ILCS 5/11-8-4 authorizes the regulation and prevention of bonfires; and

WHEREAS, 65 ILCS 5/11-20-5 authorizes the making of regulations which may be necessary or expedient for the promotion of health; and

WHEREAS, the President and Trustees (the "Corporate Authorities") of the Village of Coal City find that further regulation of open burning is necessary for the promotion of health and safety and the protection of the environment;

**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.**

That 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. AMENDMENT.**

Section 92-43 of the Village of Coal City Code of Ordinances (“Burning of leaves and other yard waste”) shall be and hereby is amended to read as follows:

### **§ 92-43. Burning of leaves and other yard waste.**

- A. Except as provided in Subsections B through H, the terms and provisions of §§ 92-40 through 92-45 shall not apply to the burning of leaves in the Village, ~~except that no fires shall be lighted or kindled for the purpose of burning leaves between the hours of sunset and sunrise.~~
- B. The burning of leaves, grass and brush (“Landscape Waste”) is prohibited within the Village limits between ~~March~~ April 1 and October 31 of each year.
- C. No fires shall be lighted or kindled for the purpose of burning Landscape Waste between the hours of sunset and sunrise.
- D. The burning of Landscape Waste is prohibited when the wind is in excess of ten (10) miles per hour.
- E. Burning Landscape Waste is prohibited within twenty five feet (25’) of any building, structure or property line.
- F. All open burning must be supervised by a person of not less than eighteen (18) years of age until the fire is extinguished.
- G. A fire extinguisher or garden hose or other water source shall be available at the burning site at all times until the fire is extinguished.
- H. Fires shall be completely extinguished and not allowed to smolder after substantial completion of the combustion.
- I. The burning of any rubbish, leaves, hay, grass, brush, or other materials outside the Village limits is prohibited so long as the smoke from such fire emanates into the Village limits.
- J. Nothing in this section shall be deemed to prohibit the Village, its agents or employees, from burning any leaves, hay, grass, brush, or other materials in order to clean, repair or maintain drainage ditches in the Village, or to dispose of organic materials.

## **SECTION 3. RESOLUTION OF CONFLICTS.**

All ordinances or parts of 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.

**AN ORDINANCE AMENDING SECTION 92-43 OF THE VILLAGE CODE TO AMEND THE  
VILLAGE'S REGULATIONS CONCERNING THE OPEN BURNING OF LEAVES AND OTHER  
LANDSCAPE WASTE**

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**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 \_\_\_\_\_, 2015, at Coal City,  
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Village Clerk

## MEMO

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

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

**MEETING**

**DATE:** October 12, 2015

**RE: AMENDMENT TO THE D CONSTRUCTION HAULING CONTRACT**

The Village of Coal City and D Construction have mutually agreed upon a different unit price for the hauling of vegetative material than what had been submitted in its contract of June 27, 2015. The price included within the bid was in error, but still keeps the price submitted by D Construction as the lowest responsible bidder. In addition to this unit cost that had been submitted in error, the overtime rates submitted did not include double time for work completed on Sundays. This must occur to provide payment in line with the prevailing wage ordinance. Typically, landfills do not open on Sundays, but the IEPA allowed debris to be hauled to area landfills on the Sunday following the tornado due to the life, safety concerns that would result from shutting down the debris collection operation for a day.

The change in the unit price lowers the overall cost to \$18.97 per cu. Yard instead of the \$1,000 price that had been submitted. This was a Scribner's error that has been submitted incorrectly. The lowered cost brings the overall cost for the D Construction hauling into appropriate market costs. Joe McKenna, the Village Engineer has been working along with George Gray on receiving and reviewing all of the costs for disposal. The D Construction invoice, which is expected to top \$235,000 with this amendment shall be the last large invoice items for the cost of emergency debris removal due to the tornado. This is expected to be paid at an upcoming meeting in November.

**Recommendation:**

Authorize Mayor Halliday to enter into an agreement with D Construction amending certain debris removal provisions from its June 27, 2015 debris collection contract.

**FIRST AMENDMENT  
TO THAT CERTAIN DISASTER/EMERGENCY DEBRIS REMOVAL CONTRACT  
BETWEEN THE VILLAGE OF COAL CITY AND  
D CONSTRUCTION, INC.**

This First Amendment to that certain Contract dated June 27, 2015 by and between the Village of Coal City and D Construction, Inc. (“Amendment”) is entered into by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation located in the Counties of Grundy and Will, State of Illinois (the “Village”) and D CONSTRUCTION, INC., an Illinois corporation with its headquarters located in Coal City, Illinois (“D Construction”) on this \_\_\_\_ day of \_\_\_\_\_, 2015.

WHEREAS, D Construction was found and determined by the Village President and Board of Trustees of the Village (the “Corporate Authorities”) to be the lowest responsible bidder in response to the Village’s competitive bid process for disaster/emergency debris removal services;

WHEREAS, the Village and D Construction entered into that certain Contract dated June 27, 2015 (the “Contract”), which incorporated by reference the proposal tendered by D Construction and the “Village of Coal City Disaster/Emergency Debris Removal Specification Package” (cumulatively, the “Contract Documents”);

WHEREAS, the parties mutually desire to amend the Contract Documents to correct a scrivener’s error with respect to D Construction’s specified price for “Hauling and Disposal of Vegetative Debris (Trees, Branches, Stumps, etc.) Vegetation” in order to align with the acknowledged mutual intention of the parties at the time of entering into the Contract and to ensure a fair and reasonable price for the vegetative debris disposal services rendered.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants described herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Village and D Construction agree as follows:

1. INCORPORATION OF RECITALS. The recitals in the foregoing preamble are hereby incorporated in this Amendment by reference, and all covenants, terms and conditions of the Amendment shall be construed and enforced in conformity therewith.

2. FUTURE REFERENCES. All future references to the Contract Documents shall hereafter be construed to refer to the Contract Documents, as amended by this Amendment. All defined terms used herein that are not otherwise defined shall have the same meaning assigned in the Contract Documents.

3. AFFIRMATION. Each party affirms that the Contract Documents remain in full force and effect and the other party is not in default of its covenants and obligations under the Contract Documents as of the effective date of this Amendment.

4. AMENDMENT AS TO VEGETATIVE DEBRIS HAULING PRICING. The specified price for the “Hauling and Disposal of Vegetative Debris (Trees, Branches, Stumps, etc.) Vegetation” set forth on page SP-3 of the Contract Documents is hereby amended from “\$1,000.00/cubic yard” to read “\$18.97/cubic yard.”

5. AMENDMENT AS TO OVERTIME CHARGES FOR WORK PERFORMED ON SUNDAYS. Paragraph 6 of Page SP-2 of the Contract Documents “Overtime” is hereby amended to add the following language:

“Notwithstanding the foregoing, special overtime rates shall be charged for work performed on a Sunday for the below-specified categories of labor:

Operator – Add \$70.57 per hour

Teamster – Add \$56.08 per hour

Laborer – Add \$59.20 per hour”

6. AMENDMENT SHALL CONTROL. The parties acknowledge and agree that the amendatory or supplementary language provided in Paragraphs 5 and 6 of the Amendment shall supplement and take precedence over the original language of the Contract Documents. It is further understood that these provisions will govern the pricing of the services provided pursuant to the amended work categories.

7. CONFLICTS. In the event of any conflict or inconsistency between the terms of this Amendment and the Contract Documents, the terms of this Amendment shall govern and control.

8. CONTRACT STILL IN EFFECT. Except as otherwise provided for in this Amendment, the Contract Documents shall remain in full force and effect in accordance with their original terms.

9. COUNTERPARTS. Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. A facsimile signature of any party shall be effective for all purposes.

10. ENTIRE AGREEMENT. The Contract Documents, as amended by this Amendment, constitute the entire agreement and understanding of the Village and D Construction with respect to the subject matter of the Contract Documents, and supersedes all offers, negotiations and other agreements between the Parties. The Parties have not made any representations, or reached any understandings, that are not set forth in the Contract Documents.



Any additional amendments to the Contract Documents must be in writing and signed by both parties.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE  
FOLLOWS**

IN WITNESS THEREOF, the Village and D Construction have executed this Amendment as of the date and year last written below.

VILLAGE OF COAL CITY

D CONSTRUCTION, INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Its: *President* \_\_\_\_\_

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

Date: *10/4/15* \_\_\_\_\_

## MEMO

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

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

**MEETING**

**DATE:** October 12, 2015

**RE: COLLATERAL FOR THE PHASE 2, MEADOW ESTATES PUBLIC IMPROVEMENTS**

The Village recently adopted Phase 2 Final Plat plans for Meadow Estates allowing the developer to develop an additional 7 lots at the end of Enrietta & Short Drives. Prior to completing these public improvements, the developer is to submit a performance bond according to Section 155-25 of the Village Code (attached). Due to the abbreviated time remaining within this construction season and the developer's wish to provide a better, more liquid means of guarantee for the public improvements, an agreement has been created to allow Mark Scaggs to provide a cashier's check for the full amount of public improvements.

Due to the previous work within the subdivision, the total public improvements are limited including some additional roadway, curb, streetlights, storm, and limited sanitary extension. The engineer's estimate for this work is \$162,586.60. Joe McKenna of Chamlin has been in contact with the developer's engineer – Rogina, to verify the improvements and cost estimate. Joe shall oversee the improvements from all of the subcontractors providing work for the public improvements.

Upon completion of the public improvements and when the Village is ready to reduce the collateral, the money held by the Village shall be replaced with a 2-year maintenance bond for the public improvements and the proceeds will be utilized to pay the contractor for work completed.

**Recommendation:**

Accept the form of collateral for public improvements to Phase 2 of Meadow Estates and authorize Mayor Halliday to enter into an agreement with Scaggs Development Corp.

## **PERFORMANCE AGREEMENT**

*This Agreement entered into on this \_\_\_\_\_ day of October, 2015 between Scaggs Development Corp., of 24655 Blackhawk Drive, Channahon, Illinois 60410, (hereinafter referred to as "Contractor"), and the Village of Coal City, having its principal offices at 515 S. Broadway, Coal City, Illinois 60416, (hereinafter referred to as "Village")*

*WHEREAS, Contractor is developing property in the Village, the project being Meadow Estates Phase 2, which is legally described in Exhibit "A" attached hereto and made a part hereof just as though fully recited herein (hereinafter referred to as "Project"); and*

*WHEREAS, the Project requires certain subdivision improvements to be completed in conformance with the subdivision requirements of the Village; and*

*WHEREAS, Contractor desires to assure the Village of proper performance of the required subdivision improvements.*

*NOW, THEREFORE, Contractor agrees as follows:*

*1. Contractor agrees to complete subdivision improvements in accordance with the subdivision requirements of the Village, and perform the work described in the final engineering details contained in Exhibit "B" which is attached hereto and made a part hereof just as though fully recited herein.*

*2. Contractor agrees to deposit with the Village a check in the sum of \$162,586.60 to assure prompt and faithful performance in the installation and the final engineering of work described in Exhibit "B", all being done in conformance with the plats and engineering previously submitted to the Village by the Contractor.*

*3. To secure performance of Contractor's obligations, Contractor agrees to deliver to the*

*Village a Cashiers Check in the sum of \$162,586.60, payable to the Village of Coal City and Contractor. In the event Contractor fails to complete its performance which complies with Village requirements, on or before October 30, 2016, then the Village shall notify Contractor, and Contractor shall be obligated to endorse the check within five (5) business days of receipt of notice from the Village. Failure to promptly endorse the check within the time period described above will result in default of this Agreement by Contractor, and give the Village the right to withhold the issuance of building permits or occupancy permits for any lots or structures owned by Contractor in Meadow Estates Subdivision within the Village of Coal City, Illinois. Additionally, the Village shall have the right to any legal relief available to it to require performance by Contractor.*

*4. Upon acceptance of the subdivision improvements described herein, the Village agrees to immediately return the Certified Check to Contractor.*

*5. Any notice given under this Agreement shall be in writing and delivered to the address contained in the opening of this Agreement by certified mail, return receipt.*

*Approved this \_\_\_\_ day of October, 2015.*

*VILLAGE OF COAL CITY*

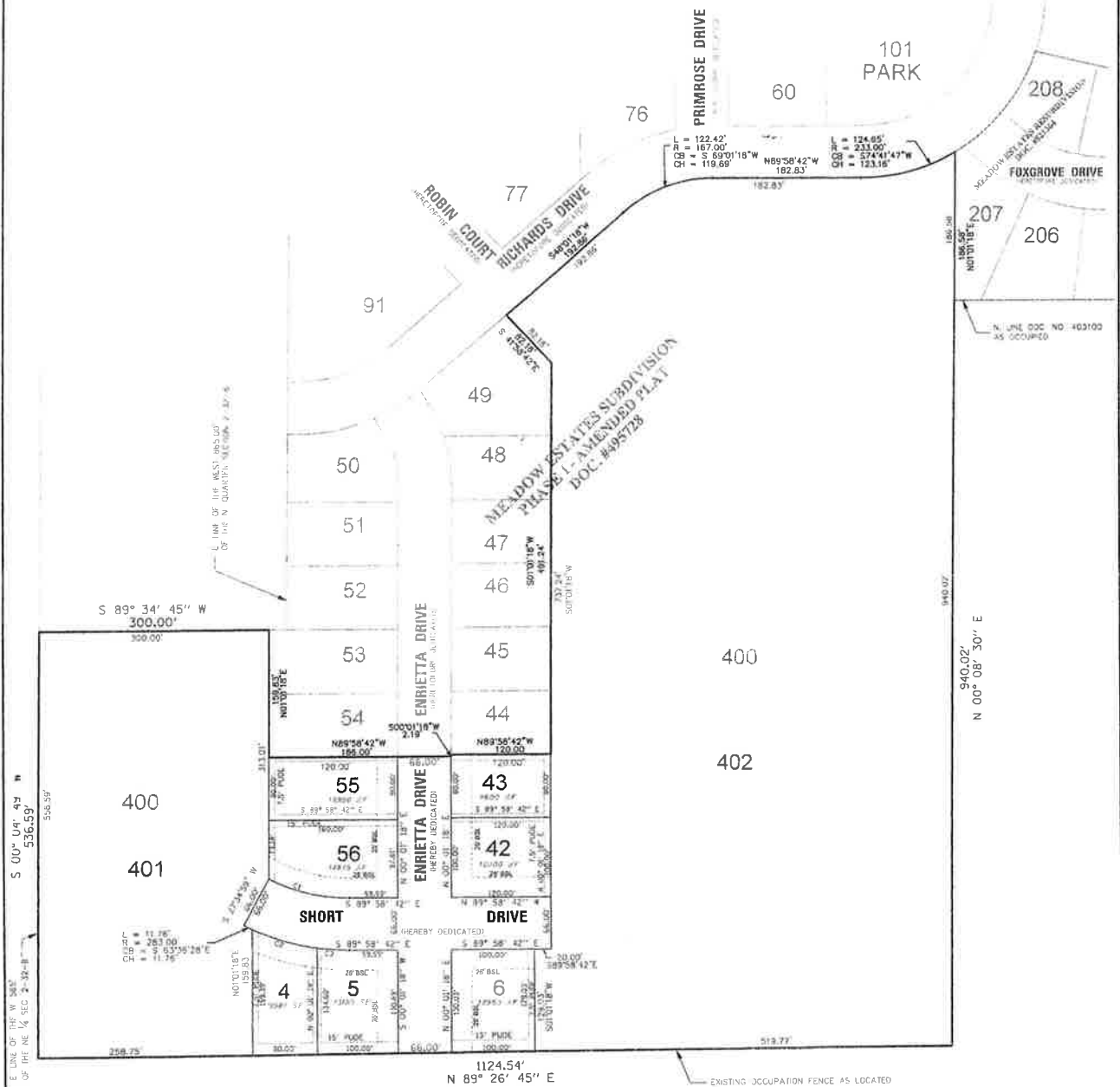
*SCAGGS DEVELOPMENT CORP.*

*By: \_\_\_\_\_*

*By: \_\_\_\_\_  
Mark E. Scaggs, President*

# MEADOW ESTATES SUBDIVISION PHASE 2

A RESUBDIVISION OF LOT 400 IN MEADOW ESTATES SUBDIVISION PHASE 1 - AMENDED PLAT  
OF PART OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN GRUNDY COUNTY, ILLINOIS.



CURVE TABLE

CURVE No.	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	DELTA
C1	217.00'	104.38'	S 76°11'51" W	102.38'	27°33'21"
C2	293.00'	93.93'	N 77°11'03" W	92.52'	16°58'17"
C3	293.00'	40.54'	N 82°52'27" W	40.31'	08°12'30"

- (7) Typical cross-section of streets and alleys, together with an indication of the storm-water run off.
- (8) Proposed location, size, and gradients and invert elevations of sanitary and storm sewers, and open drainage ways if any, and proposed method of sewage and waste. The plat shall also show the location of any one-hundred-year floodplains.
- (9) Proposed street, pavement widths, approximate street elevations and gradients.
- (10) Proposed locations and sizes of water mains, valves, and hydrants.
- (11) Location of proposed streetlights and easements therefor.
- (12) The subdivider shall submit proposed detailed grading plans of blocks and lots. The plan shall show proposed top of foundation grades and proposed lot line grading which, when completed, will provide for overland stormwater flow from all lots to streets or storm sewers without causing flooding or standing water. No land will be for subdivision which is subject to periodic flooding or which contains inadequate drainage facilities or other topographic conditions which may increase danger to health, life or property or aggravate erosion or flood hazard unless the subdivider agrees to make improvements which will, in the opinion of the Village Engineer and Plan Commission, make such land safe for development and occupancy.

**§ 155-25. Plans and specification for land improvements. [Amended 1-28-2002 by Ord. No. 02-07]**

- A. After the approval of the preliminary plat and prior to filing an application for approval of a final plat, the subdivider shall submit to the Village Clerk two complete copies of all plans and specifications prepared by a licensed engineer — for required land improvements, and as required by the Plan Commission, and Village Board, detailed grading plans of lots and blocks. The Village Clerk shall forward one complete set of such copies of plans and specifications for land improvements and grading plans to the Plan Commission and one such set of plans and specifications to the Village Engineer. The Village Engineer, Plan Commission and other public officials having jurisdiction shall approve such plans and specifications or set forth the revisions necessary for approval within 30 days after being provided the plans by the Village Clerk. Based upon the conditions of approval of the plans and specifications the subdivider shall have the plans and specifications revised accordingly covering such required land improvements. Such revised plans and specifications shall be approved or disapproved by the Village Engineer and Village Board, within 30 days, and if approved, such approval shall be certified on the final plat.
- B. A completion bond for the required land improvements shall be filed by the owner or subdivider with the Village Clerk prior to recording of the final plat. The amount of the bond shall be equal to 110% of the Village Engineer's estimate of costs for the improvements required by § 155-57.

- C. The bond shall be in the form of cash, irrevocable letter of credit from the owner or subdivider's bank, or surety bond from a bonding or surety company reasonably acceptable to the Village Board, and in a form approved by the Village Attorney.
- D. The bond may be reduced only by action of the Village Board after certification by the Village Engineer that the improvement is complete, except that upon completion of the storm drainage, curbs, subgrade, base course, and 1/2 of the thickness of the wearing surface course of any street, alley, or parking area, the Village Board, with certification of the Village Engineer, may reduce that portion of the bond or other guarantee or deposit covering such land improvements by no more than an amount equal to 90% of the estimated cost of the aforementioned improvements.
- E. The bond shall be conditioned upon the completion of the improvements required by § 155-57 and the payment of any and all fees required by these regulations within two years after the approval of the final plat. If such improvements are not completed and a certification of said completion has not been received from the Village Engineer within said two years, or such other time as may be extended by the Board, then the Village may apply against said bond or surety to fund completion of the required improvements.

**§ 155-26. Final plat. [Amended 4-26-1999 by Ord. No. 99-2]**

Final plat shall show the following.

- A. General. All information required on the preliminary plat as herein set forth in § 155-24, except those required therein in divisions (B)(2) through (8) and (C)(4), (7), (8), (9), (10), and (12) shall be shown accurately and drawn at a scale of not more than 100 feet to the inch with black waterproof drawing ink on transparent mylar on one or more sheets each having a dimension of 36 inches by 24 inches, in a manner that clear and legible transparent or contact prints and photostatic copies can be made.
- B. Additional delineation.
  - (1) Accurate angular and lineal dimensions of all lines, angles, and curvatures, with functions used to describe all boundaries including: boundary line survey of tract; streets; alleys; easements; areas to be reserved for public use; and other important features. Error of closure of boundary-line surveys shall not exceed one in 5,000 (one foot for each 5,000 feet of perimeter survey). Angular, error shall not exceed plus or minus 20 seconds. Lot lines to show dimensions in feet and hundredths, and when an angle occurs in any lot line between lot corners, the measurement of the angle shall be shown in degrees, minutes, and seconds. The final plat shall show accurately the location of all permanent lot markers as actually installed.
  - (2) An identification system for all blocks and lots using consecutive numbers.
  - (3) True angles and distances to the nearest established street line and official monuments (not less than three), which shall be accurately described in the plat by location, size, and elevation.