

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
JULY 14, 2021
7:00 P.M.**

(Immediately Following the Public Hearing)

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes June 22, 2021
4. Approval of Warrant List
5. Public Comment
6. Swearing in of Police Chief Christopher Harseim
7. Swearing in of Police Sergeant Jason Clark

8. Ordinance 21-19 Accepting Bid for the Purchase of 160 W. Walnut
And Authorizing Execution of Purchase and Sale
Agreement

9. Ordinance 21-20 Disposing of Surplus Maintenance Department
Equipment

10. Ordinance 21-21 Rezoning 155 S. Vermillion
BDR Properties

11. Resolution 21-09 Approving Local Administrative Policy &
Procedures Manual for Housing Rehab Area

12. Resolution 21-10 Pledging a Contribution to Assist with the Housing
Rehab Projects

13. Approval of the 2021 Street Maintenance Program Bid Award to
D Construction: Reed Road Improvements
2021 MFT Maintenance

14. Report of Mayor

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

16. Report of Village Clerk

17. Report of Village Attorney

18. Report of Village Engineer

19. Report of Chief of Police

20. Report of Village Administrator

21. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 14, 2021

RE: SELECTION OF HABITAT FOR HUMANITY BID FOR 160 W WALNUT PROPERTY

The Village Board allowed bids to be submitted to gain proposals for the sale and development of the property commonly known as 160 W. Walnut. In compliance with state statute, the bids for the property were opened at the last Board Meeting. Grundy Three Rivers Habitat for Humanity submitted a lone bid of \$7,500 for the property. Coal City has interacted very successfully with "Habitat" in the past and their eventual residence to be developed for a potential resident will successfully fit within the adjacent neighborhood.

Included are three pages from the bid submission explaining Habitat's intent for the property. The action to be considered this evening will find Habitat's bid to be the winner and instruct the Village Attorney to proceed as necessary to close upon the property with Habitat.

Recommendation:

Adopt Ordinance No. ____: Selecting Grundy Three Rivers Habitat for Humanity as the successful bidder for 160 W. Walnut and Proceed to Closing on the Property.



Grundy-Three Rivers
Habitat
for Humanity®
105 E. Main Street, Suite 202, Morris, IL 60450
(815)513-5193
www.grundy3rivershabitat.org

June 4, 2021

To Whom It May Concern:

On behalf of the Board of Directors of Grundy-Three Rivers Habitat for Humanity, I am submitting this letter of support for your consideration of our bid to purchase the property at 160 W. Walnut in Coal City. It is our intention to build a modest ranch home for a low-income family on the property, providing them with stability and a life-changing opportunity.

The availability of affordable housing remains a critical issue in Grundy County. According to the National Low Income Housing Coalition, a resident earning minimum wage needs to work more than 2.5 weeks to pay the average month's rent on a two-bedroom home in Grundy County. This leaves only 1.5 weeks of monthly wages to pay for utilities, food, gas, childcare, medical care, and other expenses. As a result, many working families are forced to make tough decisions- choosing unsafe or overcrowded housing, moving in with loved ones, or finding alternative means to make ends meet, such as high interest credit cards and predatory loans.

Since 1996, this urgency has driven Grundy-Three Rivers Habitat for Humanity's mission to bring people together to build and renovate homes, revitalize communities, and restore hope. The heart of Habitat's work is building simple, decent, affordable homes for families earning less than 60% of the area's median income. Families are chosen through a thorough application process and are then joined by skilled and unskilled volunteers from the community and local businesses to construct their home using discounted material and donated labor.

In an emotional ribbon cutting before Christmas 2020, we dedicated the 14th Habitat home in Grundy County, helping another family break the cycle of renting and build equity for the first time in their lives. Eighteen months before that, we celebrated the first Habitat home in Coal City, located on East Fourth Street. Our volunteers, contractors, and partners had an excellent experience working with the Village, and it would be our honor to continue making an impact in Coal City.

Each home is paid for with dollars raised locally through contributions from our Board, business community, churches, civic groups, and individual donors. Recent contributors include LyondellBasell, Exelon Dresden Station, DuPont, Grundy Bank, Babe's Tap, Murphy's Gutters, Troutman Excavating, and many others. In-kind support reduces the construction costs, which topped \$100,000 during the Covid-19 pandemic. Given Coal City's record for rallying around their own, we are optimistic about the partnerships and new volunteer relationships that will result from expanding our service to the Village.

We are truly eager to return to Coal City and work together to create an opportunity for another family to put down roots there. Thank you for your consideration of our bid, which may not be the strongest financially, but has potential to have the most life-changing impact.

Sincerely,

Julie A. Wilkinson, M.A., CAP®
Board President

June 4, 2021

To whom it may concern:

BID FOR SURPLUS REAL PROPERTY AT 160 WEST WALNUT STREET

Grundy Three Rivers Habitat for Humanity submits a bid for the real property commonly known as 160 West Walnut Street in Coal City for a price of \$7,500.

PROPOSED DEVELOPMENT AND TIMELINE

It is the intent of Grundy Three Rivers Habitat for Humanity to build a single family house on the lot at 160 W. Walnut Street. The build would be very similar to the previous build at 655 East Fourth Street in Coal City. That was the first Habitat house that was built in Coal City.

There are several considerations that the Board of Directors have considered in submitting this bid. Habitat currently only owns one buildable lot in our service area. Without lots, we cannot fulfill our mission of building houses and building hope. Due to COVID, all non-profits saw a dramatic decrease in fundraising revenue over the past 12 months.

We believe as a Board that Coal City would provide us an excellent location to build a home in our service area. With Coal City's location and population, we believe that we could have enough volunteers to work on the job. We will be looking to have a project manager oversee the construction of the house.

The timeline for the construction of the job is currently unknown due to COVID. In this current economic climate, it is not feasible for us to build a house in the near future due to the high cost of construction materials. However, this will change and the Board would begin construction on the project when it is more economically feasible.

Habitat for Humanity has international standards that govern the size of our homes. The home that would be built would be similar to 655 East Fourth Street; however, we know that the subdivision was built prior to the current building codes and ordinances being put in place. Therefore, it is highly likely that we would need to work with the city to determine what variances would need to be applied for in order to make the build happen. The lot at 160 West Walnut is narrow and it would appear that variances would need to be obtained. We are willing to work with the Village to go over the proposed build, the size of the house, the building code, and position the house in such a way that it will be a good fit for the street.

It is in the best interests of the Village to work with Grundy Three Rivers Habitat for Humanity in making someone's dream come true in placing a family in the house.

In order to make the decision that it is in the best interests of the Village to award this bid, one only needs to look at the financial impact that our previous build had on the Village at 655 East Fourth Street. I have attached a copy of the property record card of that address and also have the property tax bills prior to the build and after the build.

Prior to the build, the tax assessor had the value of the property at \$20,000. Habitat had acquired the lot for \$5,000. In 2020, the tax assessor had the assessed value of the property at \$155,547. It was assessed as high as \$165,603 in 2018.

The tax bills were as follows:

2019: \$3,175.80

2018: \$3,589.20

2017: \$499.52

2016: \$492.18

I have attached copies of the property tax bills so you can see a breakdown of where the money went, but a simple analysis is that the taxing bodies benefit when there is a single family house on a lot compared to remaining vacant.

CONCLUSION

Grundy Three Rivers Habitat for Humanity remains committed to servicing our service area and look forward to the successful acquisition of the lot.

We look forward to working all of the legal issues out with the Village in order to make this happen to the benefit of all parties involved.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ACCEPTING A BID FOR THE PURCHASE OF 160 W. WALNUT
AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT
WITH WINNING BIDDER**

(160 W. Walnut)

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City on July 14, 2021

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A BID FOR THE PURCHASE OF 160 W. WALNUT AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH WINNING BIDDER
(160 W. Walnut)**

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

WHEREAS, the Village has authority, pursuant to 65 ILCS 5/11-76-2 to sell property owned by the Village, which the corporate authorities may deem necessary and desirable and in the public interest; and

WHEREAS, the Village owns vacant and unimproved real property commonly known as 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");

WHEREAS, Sections 11-76-1 and 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-1 and 65 ILCS 5/11-76-2, authorize the Village to sell surplus property in accordance with certain statutory procedures;

WHEREAS, the Village enacted Ordinance 21-13 on May 12, 2021, declaring certain real property commonly known as 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**") to be surplus real property and authorizing the sale of the Property pursuant to a public bidding process in accordance with 65 ILCS 5/11-76-2;

WHEREAS, 65 ILCS 5/11-76-2 provides that a notice of the sale of such property shall be published once each week for three (3) successive weeks in a newspaper published in the County in which the Property is located at least thirty (30) days before the date provided in the notice for the opening of bids for the real estate; and

WHEREAS, after due notice by publication in the *Coal City Courant* on May 19, 2021, May 26, 2021, and June 2, 2021, pursuant to and in accordance with the Illinois Municipal Code, the Village received a single bid for the Property prior to the established deadline; and

WHEREAS, on June 22, 2021, the Corporate Authorities opened the bids at a regular Village Board meeting; and

WHEREAS, the Corporate Authorities may accept the high bid or any other bid determined to be in the best interests of the Village by a three-fourths supermajority vote of the Corporate Authorities then holding office; and

WHEREAS, the Corporate Authorities hereby find and determine that the bid of Grundy – Three Rivers Habitat for Humanity, Inc. ("Habitat") for the purchase of the Property is the best bid for said Property and that it is in the best interests of the health, safety and welfare of the citizens of Village to sell the Property to Habitat for SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) and the Corporate Authorities hereby find that the aforesaid bid is in the Village's best interests and agree to accept the same; and

WHEREAS, the Village and Habitat are negotiating the terms of a Purchase and Sale Agreement governing the sale of the Property; and

WHEREAS, the Mayor and Board of Trustees find that it is in the Village's best interests to

accept the bid and approve entry into an agreement substantially conforming to the Purchase and Sale Agreement attached as **Exhibit A** to this Ordinance (“**Agreement**”) and that doing so will promote the public health, safety, and welfare.

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. Award of Winning Bid. Habitat’s bid for the purchase of the Property and development plans are determined to be in the best interests of the health, safety and welfare of the citizens of Village and is accepted, provided that such acceptance is expressly subject to and contingent upon the Village and Habitat entering into a purchase and sale agreement in substantial accordance with the Agreement within thirty (30) days of the passage of this Ordinance.

SECTION 3. Purchase and Sale Agreement. The Agreement between the Village and Habitat is hereby approved in substantially the form of **Exhibit A**. The Mayor, Village Clerk, Village Administrator and Village Attorney are hereby authorized and directed to execute those documents, prepare those instruments and undertake such actions as may be necessary or convenient to close on the sale of the Property in accordance with the terms of the winning bid and Agreement.

SECTION 4. Resolution of Conflicts. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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 6. 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 _____, 2021, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

inserted on following pages





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, (the "**Agreement**"), is made and entered into as of the _____ day of _____, 2021 by and between Grundy – Three Rivers Habitat For Humanity, Inc., an Illinois not-for-profit corporation with an office at 105 E. Main Street, Suite 202, Morris, IL 60450 ("**Purchaser**") and the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois ("**Seller**"). The Purchaser and Seller are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Seller is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations, in any manner not prohibited by law;

WHEREAS, Seller enacted Ordinance 21-13 on May 12, 2021, declaring certain real property commonly known as 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**") to be surplus real property and authorizing the sale of the Property pursuant to a public bidding process in accordance with 65 ILCS 5/11-76-2;

WHEREAS, Purchaser submitted a bid for the purchase and development of the Property that was selected by Seller as the winning bid;

WHEREAS, Seller has agreed to sell, transfer and convey the Property to Purchaser, and Purchaser has agreed to purchase the Property from Seller, in accordance with the terms set forth herein;

WHEREAS, this Agreement has been submitted to the Village President and Trustees of the Village of Coal City (the "**Corporate Authorities**") for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Seller; and

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

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 the findings of the Parties, accurate and incorporated into this Section 1 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. SALE AND PURCHASE PRICE. Purchaser agrees to purchase the Property, and Seller agrees to sell the Property to Purchaser at the purchase price of TEN THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$10,650.00) [the "**Purchase Price**"], subject to and as adjusted by any credits provided to Purchaser. The Purchase Price shall be paid in full by transfer of immediately available funds at Closing.
3. EARNEST MONEY. Purchaser shall not be required to deposit any earnest money in support of this Agreement. The sufficiency of the indirect costs paid by both the Seller and Purchaser in preparation and administration of the Contract through closing shall serve as ample consideration in binding both Seller and Purchaser.
4. CLOSING.
 - A. The Purchaser will schedule a closing of the purchase and sale (the "**Closing**") within thirty (30) days (the "**Closing Date**") of the expiration of the "**Inspection Period**," as that term is defined in Section 5 of this Agreement. The Closing will be at a mutually agreeable time at Coal City Village Hall, or at such other location as shall be mutually agreed upon by the Parties. At Closing, Purchaser shall pay to Seller the remaining balance of the Purchase Price, plus or minus proration.
 - B. Seller shall deliver actual possession of the Property on the Closing Date. The Property shall, on the Closing Date, be in the same general condition as of the Effective Date of this Agreement, ordinary wear and tear and use excepted, unless agreed by the Parties. Prior to Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damages or injury to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall

receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including but not limited to, inspection costs, legal fees, and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

5. RIGHTS OF INSPECTION; REGULATORY APPROVALS; TITLE AND SURVEY.

- A. Upon the Effective Date and for the later of (i) thirty (30) days thereafter or (ii) or the expiration of the "Title Cure Period," as hereinafter defined (the Effective Date through the last to occur of these dates shall be known as the "**Inspection Period**"), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Property during the Inspection Period for any purpose related to this transaction, including, without limitation, inspecting, surveying, engineering, performance of environmental tests, and such other work as Purchaser shall consider appropriate (the "**Inspections**"). Seller agrees to cooperate in all respects to facilitate Purchaser's inspection and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Purchaser's reasonable request. Upon the voluntary or involuntary termination of the Inspection Period, Purchaser shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.
- B. During the Inspection Period, Purchaser shall have the further right to make such inquiries of governmental agencies, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory, zoning and financial approvals from any local, state, or federal governmental entity or agency necessary for the development, construction, and operation of Purchaser's intended use of the Property.
- C. The Purchaser's Inspections of the Property are subject to the Purchaser holding Seller and its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors, and assigns, harmless and fully indemnifying Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section 5(c) shall survive Closing.
- D. The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, whether to proceed with the purchase of the Property. In the event such conditions to Purchaser's obligations have not been satisfied within the Inspection Period, as

determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement.

- E. In the event that the Inspections uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing and the Seller will have the option, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law prior to Closing.
- F. Purchaser agrees to buy the Property as is, without a title search, or at Purchaser's expense and option, obtain such title reports and surveys as to the Property as Purchaser may desire. Purchaser shall advise Seller in writing during the Inspection Period concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable, provided that (i) covenants, conditions and restrictions of record, (ii) general real estate taxes not yet due and payable, (iii) all easements of record, (iv) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Seller shall so remove, and (v) matters that would be revealed by an ALTA survey of the Property shall be deemed "Permitted Exceptions. Such written notice shall constitute "Purchaser Title Notice". In the event of such notice, the conveyance to Purchaser shall be delayed pending Seller's efforts to resolve the same. In event the 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. Failure to notify Sellers of any objectionable title defect as above said shall constitute a waiver thereof and any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become Permitted Exceptions.

6. SELLER REPRESENTATIONS. In order to induce Purchaser to enter into this Agreement, Seller represents and agrees, for the benefit of Purchaser, that:

A. Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

B. To the knowledge of Seller, Seller is the owner of marketable and insurable fee simple title to the Property, free and clear of all liens, claims, security interests,

encumbrances, leases of every kind, except those encumbrances (if any) which will be paid off at Closing.

- C. To the best of Seller's knowledge, the Property is tax exempt. If between the date hereof and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.
- D. There are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("**Contracts**") relating to the Property with respect to any agent, employee or third party, which are not terminable at the will of the Seller on not more than thirty (30) days' notice and without penalty.
- E. To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the date hereof and the date of Closing, any notice of code violations is received, or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.
- F. The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.
- G. All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.

Seller further represents and agrees to Purchaser that between the date hereof and the Closing Date:

- H. Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.
- I. Seller shall keep Property adequately insured against loss or damage by fire and maintain reasonably adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for Property of its character.
- J. Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Purchaser at Closing for all taxes, assessments, claims for labor, materials, or supplies which have been incurred prior to Closing and which if unpaid, might by law become a lien or charge upon the Property.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

7. PURCHASER REPRESENTATIONS. In order to induce Seller to enter into this Agreement, Purchaser represents and agrees, for the benefit of Seller, that:

- A. This Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject; and
- B. There are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof.

8. CONDITION OF PROPERTY.

A. PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- i. the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the development of the Property; and
- ii. the habitability, merchantability, marketability, profitability or fitness of the Property for Purchaser's intended use(s) thereof.

B. The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of defects which may now or hereafter exist with respect to the Property. Section 8(b) shall survive Closing.

9. TAXES AND SPECIAL ASSESSMENTS. General real estate taxes, special taxes and assessments if any, (cumulatively, the "Taxes") relating to the Property are presently (as of the Effective Date) exempt from payment and all Taxes previously due for the Property have been paid in full. There shall be no proration of taxes as the Property is currently tax exempt. Purchaser is responsible for all Taxes for the Property that come due on or after the date of Closing, including all 2021 Taxes (payable in 2022), if any, that come due following transfer of title and loss of tax-exempt status. The terms of this section shall survive the Closing.

10. CLOSING COSTS; RELATED FEES. The Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing. The state and county transfer, grantor, documentary stamp or similar taxes applicable to this transaction, are expected to be exempt since the Property is being transferred by a unit of government. If any such taxes are due and owing, Purchaser shall pay the same. Purchaser shall pay the cost of recording the deed. Purchaser shall pay all costs associated with title insurance, if title insurance is desired by Purchaser. Each Party shall be responsible for its/his own attorney fees. Seller shall pay any other usual and customary Seller's closing costs and charges except as specified herein and Purchaser shall pay the usual and customary Purchaser's closing costs and charges in addition to the costs and charges specified herein.

11. SELLER'S OBLIGATIONS AT CLOSING.
shall:

At or prior to the Closing Date, Seller

- A. Deliver to Purchaser a recordable Quit Claim Deed ("**Deed**") conveying Seller's interest in the Property to Purchaser and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller. The Deed shall convey the Property in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such conveyance, being subject to such condition, shall bar all tort, warranty, and misrepresentation claims, including any action based on nondisclosure, by Purchaser and any successors and assigns.
- B. Deliver to Purchaser any documents in Seller's possession with regard to any survey of the Property;
- C. Deliver to Purchaser the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;
- D. Deliver to Purchaser an affidavit stating that there is no Property manager at the Property; and
- E. Deliver to Purchaser a settlement statement; and
- F. Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the Property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

The Parties hereto shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section 11 will be delivered to the Purchaser at least five (5) days prior to the Closing for the Purchaser's approval.

12. PURCHASER'S OBLIGATIONS AT CLOSING.

At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the Purchase Price and Purchaser's share of Closing costs. Purchaser shall perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

13. CONDITIONS TO THE PURCHASER'S PERFORMANCE. The following are conditions precedent ("**Purchaser Conditions**"), each of which must be satisfied fully or waived in writing by Purchaser before Purchaser is obligated to obtain the Property. All conditions must be and remain satisfied (if not waived) as of the Closing. The failure of any of the conditions set forth below shall grant the Purchaser the right, at the Purchaser's sole discretion, to terminate this Agreement if:

- a. Based upon the Governmental Approvals, survey, soils tests, environmental assessment, utility studies, engineering, and other studies that Purchaser may perform, Purchaser has determined that the Property is not suitable for Purchaser's proposed use; or
- b. Seller is unable or unwilling to cure defects raised in Purchaser Title Notice within a reasonable time after notice thereof.

14. INDEMNIFICATION. The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- a. Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns; and
- b. The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing, except to the extent caused by the willful or intentional act of the Seller. This Section 14 shall survive Closing.

15. DISCHARGE. Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

16. WITHHOLDING. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section.

17. BROKERAGE. Seller and Purchaser acknowledge that neither party has acted as a real estate broker or agent, in connection with the transaction contemplated herein and neither party has employed a real estate broker or agent. Therefore, no real estate commission is due. Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses, including legal fees and costs, incurred in defending such claim, demand, or cause of action) made by a broker or sales agent or similar Party in connection with

this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

18. REMEDIES. If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, in the discretion of the non-defaulting party. In the event of termination, the defaulting party shall refund to the non-defaulting, originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

19. MISCELLANEOUS. The following general provisions govern this Agreement.

a. No Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

b. Time of Essence. Time is of the essence of this Agreement.

c. Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Grundy, State of Illinois.

d. Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section):

If to Seller:

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

With a copy to:

Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Facsimile: (630) 596-4611
Email: mheinle@ancelglink.com

If to Purchaser:

Grundy – Three Rivers Habitat For Humanity, Inc.
ATTN: Board President
105 E. Main Street, Suite 202
Morris, IL 60450

With a copy to:

In the event either Party delivers a notice by facsimile, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party. Rejection or other refusal by the addressee to accept, or the inability of the United States Postal Service to deliver because of a changed address of which no Notice was given, shall be deemed to be the receipt of the Notice sent. All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, on the same day if sent by facsimile before 5 P.M. (Central Standard Time) on a business day, on the third (3rd) business day following deposit with the United States Mail as a registered or certified matter with postage prepaid, or when delivered personally or otherwise received.

e. Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party.

f. Business Days. In the event any period of time provided for in this Agreement ends on a day other than a business day on which banks are generally open for a full day for business, such ending date shall automatically be extended to the next business day.

g. Confidentiality. Except for those public disclosures required by applicable law, Seller and Purchaser hereby agree that prior to the Closing the matters contained herein shall remain confidential, and that neither party will reveal the contents of this Agreement to any third parties other than their respective accountants and attorneys, the parties performing the Inspections, the Title Company, parties involved in Purchaser's zoning, permitting or other entitlements process and any prospective assignees of this Agreement, except as provided by law.

h. Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

i. Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

j. Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

k. No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

SELLER:

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: _____
Terry Halliday,
Village President

Date: _____

(SEAL)

Attest:

Pamela Noffsinger,
Village Clerk

PURCHASER:

GRUNDY – THREE RIVERS HABITAT FOR HUMANITY, INC.

By: _____
Julie A. Wilkinson, Board President

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, _____, a Notary Public in and for said County in the State aforesaid, DO
HEREBY CERTIFY that Julie A. Wilkinson, personally known to me to be the same person whose name
is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
she signed, sealed and delivered the said instrument as her free and voluntary act, for purposes therein set
forth.

Given under my hand and official seal, this ____ day of _____, 2021.

Notary Public

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 14, 2021

RE: DISPOSING OF SURPLUS PW EQUIPMENT

The Village acquired two new pieces of equipment recently. The first was a dump truck that was finally received in early spring of 2021. Its delivery was delayed due to COVID and its parts and supply complications. The next was recently ordered at a Board Meeting, which is a replacement skid steer for one that is to be sold at an online auction.

The attached Ordinance simply recognizes the existing equipment to be surplus and available for sale to the public.

Recommendation:

Adopt Ordinance No. ____: Declaring Surplus Equipment to Allow an old Dump Truck and Skid Steer to be Sold via the Village's Online Auction.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 21 -

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN PERSONAL PROPERTY TO INCLUDE THE PUBLIC WORKS SKID
STEER AND THE '96 INTERNATIONAL DUMP TRUCK**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

ORDINANCE NO. 21-

AN ORDINANCE AUTHORIZING THE DISPOSAL OF
CERTAIN PERSONAL PROPERTY TO INCLUDE THE PUBLIC WORKS SKID
STEER AND THE '96 INTERNATIONAL DUMP TRUCK

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 Public Works Skid Steer, which has outlived its useful life and is a Model 257B CHYD Patten, Serial #SLK06358, is no longer useful or necessary; and

WHEREAS, the President and Board of Trustees of the Village of Coal City find that continued Village ownership of one of the Public Works Dump Trucks, which has outlived its useful life and is a 1996 International, VIN #1HTSDAAN5TH269147, is no longer useful or necessary.

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 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.

ORDAINED this _____ day of _____, 2021, at Coal City,
Grundy and Will Counties, Illinois.

AYES:
NAYS:
ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pam Noffsinger, Village Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 14, 2021

RE: GRANT MAP AMENDMENT WITH VARIANCES TO ALLOW MULTI-FAMILY RESIDENTIAL AT 155 S. VERMILLION

Bernie D'Orazio of BDR properties would like to reduce the total zoning impact of the old skating rink. A petition has been filed requesting the current C-3 zoning to be amended to RM-2 allowing a multi-family reutilization of the existing structure. The total square footage allows just 12 two-bedroom units, which requires a variance due to lot square footage per dwelling unit requirements. The rezoning would allow for 2-bedroom apartments at the location rather than the commercially zoned skating center that has been in operation for many years.

Following initial Planning & Zoning Board review, the total density was reduced from an original estimate of 16 units downward to 12 two-bedroom units and its entrance was moved to the east side of the building rather than the north side, which should inhibit any parking along the north side of the redeveloped multi-family structure. Lastly, three dormers have been added to modify the existing roof line on the north side of the structure.

There have been many comments received regarding the recommended action from the Zoning Board of Appeals (ZBA). Many have focused upon the traffic within the area due to the blend of current uses to include a baseball park located across the drive and owned by the School District. There has also been a focus upon the reutilization of the existing structure and a fear the 12 residential units will cause more traffic than what had been experienced due to the adjacent ailing commercial business. Many conditions and changes within the land use plan have been made in order to accommodate the concerns that were expressed. They include the elimination of any parking on the north side of the building, improvement of additional parking in addition to what had previously been utilized, implementation of a traffic safety device (installing a new landscaped median), moving the refuse pickup to the southeast corner of the building, and placing a barrier between the apartment building and the adjacent neighbors to the south.

minimum rear yard depth (25 feet required, but 15 feet present), and minimum offstreet parking (28 parking spots are required, but 22 shall be provided as well as another 11 improved parking spots on the Village's right of way on Vermillion).

This petition has continued to gain much participation from the surrounding neighborhood. All except one of the ZBA members voted in favor of recommending the requested zoning changes for property (the last one abstained).

Recommendation:

Adopt Ordinance No. _____: Granting a map amendment along with necessary variances for the redevelopment of the structure to allow 12 residential units at 155 S. Vermillion.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NO. _____

**AN ORDINANCE GRANTING A ZONING AMENDMENT AND VARIANCES FOR
THE MULTI-FAMILY REDEVELOPMENT AT 155 S. VERMILLION**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
DAVIS SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2021

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A ZONING AMENDMENT AND VARIANCES FOR
THE MULTI-FAMILY REDEVELOPMENT AT 155 S. VERMILLION**

WHEREAS, an application for a zoning map amendment provided in Section 156-270 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by the property owner, Bernie D’Orazio of BDR Properties (“Applicant”), on May 25, 2021 to amend the current C-3 zoning of the property to RM-2 High Density Multi-Family Residential District; and

WHEREAS, Section Table 4 within the zoning code establishes certain minimum design standards for RM-2 zoning; and

WHEREAS, Applicant seeks approval for a map amendment to allow the placement of 12 apartments during the redevelopment of the existing structure; and

WHEREAS, the existing structure may accommodate the requested number of dwelling units, certain required setbacks are not present due to the existing platted property prior to the adoption of the Village’s Land Use Code; and

WHEREAS, a public hearing was properly noticed and duly held on June 21, 2021; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City have reviewed the petition, the Zoning Board of Appeals’ written findings of fact and recommendation, the applicable legal standards and Village Zoning Code criteria governing map amendments and variances, and hereby concur with said findings and recommendation of the Zoning Board of Appeals, finding and determining that it is in the best interests of the Village to grant the requested conditional use approval, subject to and contingent upon compliance with the conditions set forth in this ordinance.

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 finds as follows concerning the Map Amendment for 155 S. Vermillion:

- A. **Compatible with Use or Zoning of Environs.** The existing utilization of the nearby environs are of a residential classification. The requested zoning of the property is more compatible than its current commercial classification.

- B. **Supported by Trend of Development.** The existing commercial underutilization has led to a structure in disrepair; the reutilization of this structure for multi-family dwelling units is supported by the current trend of development, which identifies underutilized properties for such redevelopment.
- C. **Consistent with Comprehensive Plan Objectives.** Offering diverse, affordable housing is stated as an objective within the residential development portion of the Village's "Coal City 2035" Comprehensive Plan; this rezoning assists in meeting this need to include infill locations.
- D. **Further Public Interest.** This development shall accommodate a lower intensity utilization to accommodate the surrounding area, which is adjacent to a public school. The intended land use plan includes public improvements that better regulate the traffic flow through the immediate vicinity of the redevelopment.

Section 3. Findings of Fact. The Board of Trustees finds as follows concerning the Variances for 555 S. Vermillion:

- A. **Special Circumstances Not Found Elsewhere.** This redevelopment contemplates a less intense utilization of a property within a residential district; although there are a number of standards variances required, this is a redevelopment project which is unique and is unlike other properties.
- B. **Unnecessary Hardship.** The petitioner purchased an underutilized property which possesses certain attributes. In order to ensure any non-conformities persist but do not expand, the current structure is being renovated. Requiring standards such as setback and total width create an unnecessary hardship for the redevelopment of this property.
- C. **Preserves Rights Conferred by the District.** This improvement will renovate the current dilapidated structure to provide a new utilization that has greater congruency of the immediate vicinity, which allows many adjacent properties to occupy residential dwelling units.
- D. **Necessary for the Use of the Property.** This property possesses its current setbacks with a structure that was built prior to the adoption of the Village's Zoning Code; it is necessary for the reutilization of this property to allow standards variances along with an allowance for the construction of parking within the Village parkway to accommodate property's reutilization.
- E. **Consistency with the Local Area and Comprehensive Plan.** Offering diverse, affordable housing is stated as an objective within the residential development portion of the Village's "Coal City 2035" Comprehensive Plan; this rezoning assists in meeting this need to include infill locations.

Section 4. Description of the Property. The property is located at 155 S. Vermillion in the Village of Coal City (the "Property") within a C-3 District. The Property bears tax identification numbers 09-02-104-010 and 09-02-104-008 and is legally described as follows:

The north half of the north quarter section 2-32-8, 135' N, 8 South x 203' E and W in Block 8 Section 232-8.

Section 5. Public Hearing. Following due and timely notice via an advertisement on May 26, 2021 in the *Herald-News*, the certified mailing of notice to abutting property owners, and the posting of a sign on the Property in accordance with Section 156-30 of the Village Code, a public hearing was held by the Zoning Board of Appeals on June 21, 2021, at which time the Board recommended the petition for approval by the Board of Trustees.

Section 6. Map Amendment. The property shall be rezoned from its current C-3 Community Commercial District to RM-2 High Density Multi-Family Residential District.

Section 7. Variances. Those variances required to allow the property to be utilized for the planned 12 dwelling unit residential redevelopment are granted as set forth below:

- A. A 4% variance is to be provided to 3,111 square foot per dwelling requirement allowing for the total square footage of the property to be no less than 35,839 square feet.
- B. The lot width of 255 feet currently present, shall remain despite the zoning requirement of 360 feet.
- C. The minimum rear yard depth of 15 feet shall remain despite the district's total requirement of a minimum 25 feet.
- D. The total minimum offstreet parking space requirement of 28 parking spaces shall be decreased downward to 22 due to the petitioner's provision of additional newly improved onstreet parking included within the land use plan.
- E. The total lot coverage requirement shall be exceeded by 7% due to the reutilization of an existing structure on the property.

Section 8. Conditions. The map amendment and variance approvals granted herein are contingent and subject to each and every of the conditions, terms and restrictions specified in this Section 8. The map amendment and related variances granted herein is premised on full compliance by Applicant with the following improvements becoming satisfied during the property's redevelopment:

- A. A traffic calming device shall be placed at the northwest corner of the existing structure in order to properly define the throughway as well as inhibit the overall speed of traffic that currently enjoys unimpeded roadway due to the large surface area of asphalt present along the west side of the existing structure, north end of S. Washington as traffic

proceeds interchanges from S. Washington to Carbon Street.

- B. The curbs through the travel lane on the north side of the building shall be painted yellow with stenciling stating, "Bus Parking Only" to indicate areas in which onstreet parking shall not be allowed.
- C. The plan originally presented shall be changed to accommodate a sidewalk delineating the onstreet and offstreet parking improvements, which results in 22 offstreet parking spaces located on the primary structure's east side and another 11 spaces on the west side of the Vermillion right of way.
- D. The petitioner shall contribute the necessary funding to replace the existing chain link fence along the right field foul line of the baseball field. This should be replaced with a much higher chain link barrier to assist with blocking errant balls from leaving the field of play and spraying through the travel lanes and the newly established parking lot.
- E. Additional land use plan commitments provided by the petitioner at the public hearing must take place to include the relocation of all air conditioning units to the south side of the structure as well as a physical barrier to improve the aesthetics of these units from the adjacent neighbors and attenuate noise.
- F. The Property shall be operated according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of June 21, 2021.

Section 9. 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 10. 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.

AN ORDINANCE GRANTING A ZONING AMENDMENT AND VARIANCES FOR THE MULTI-FAMILY REDEVELOPMENT AT 155 S. VERMILLION

Section 11. 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 _____, 2021, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

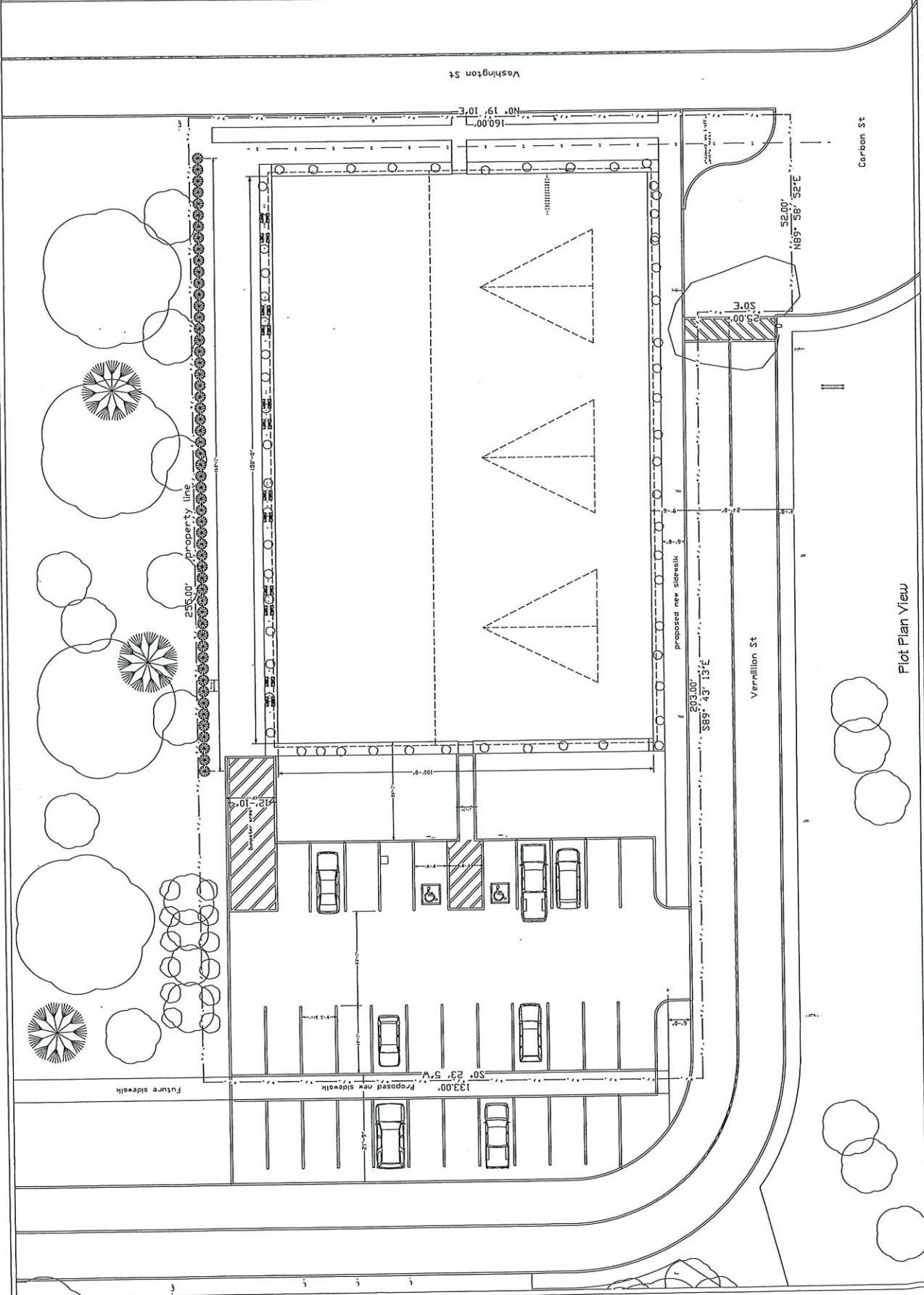
Pamela M. Noffsinger, Clerk

BDR Properties 155 S Vermillion St Coal City, IL 60416		Plot Plan		DRAWINGS PROVIDED BY: Jones Nelson Architect (630) 506-9494		DATE: 6/30/2021	SCALE: 3/16" = 1'-0"	SHEET: P-2
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REVISION TABLE

NO.	DATE	REVISION

DESCRIP
 TION
 REVISION TABLE
 JONES NELSON, ARCHITECT RESERVES COPYRIGHT & OTHER RIGHTS RESTRICTING THESE DOCUMENTS TO THE ORIGINAL SITE OR PURPOSE FOR WHICH THEY WERE PREPARED. REPRODUCTIONS, CHANGES OR ASSIGNMENTS ARE PROHIBITED.



Plot Plan View

REVISION TABLE	
NUMBER	DATE

BDR Properties
 155 S Vermillion St
 Coal City, IL 60416

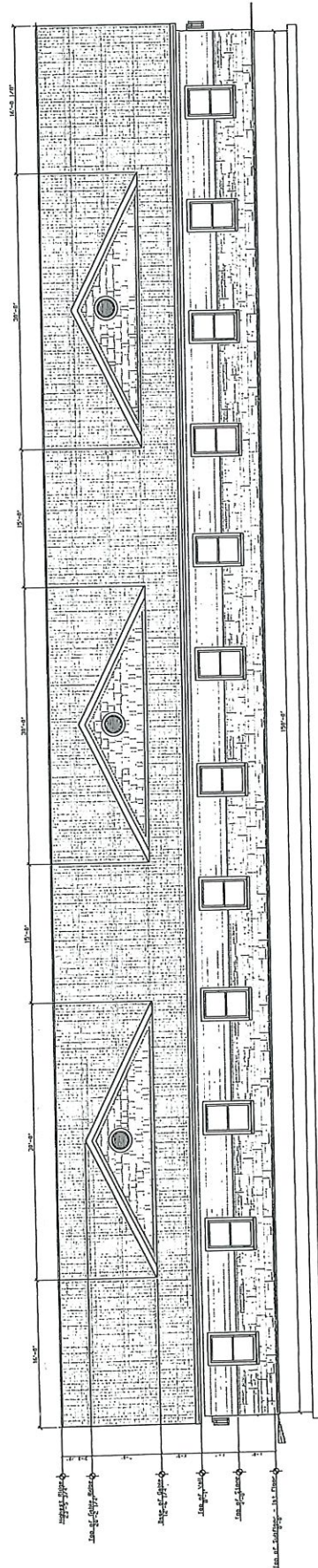
Exterior Elevations

DRAWINGS PROVIDED BY:

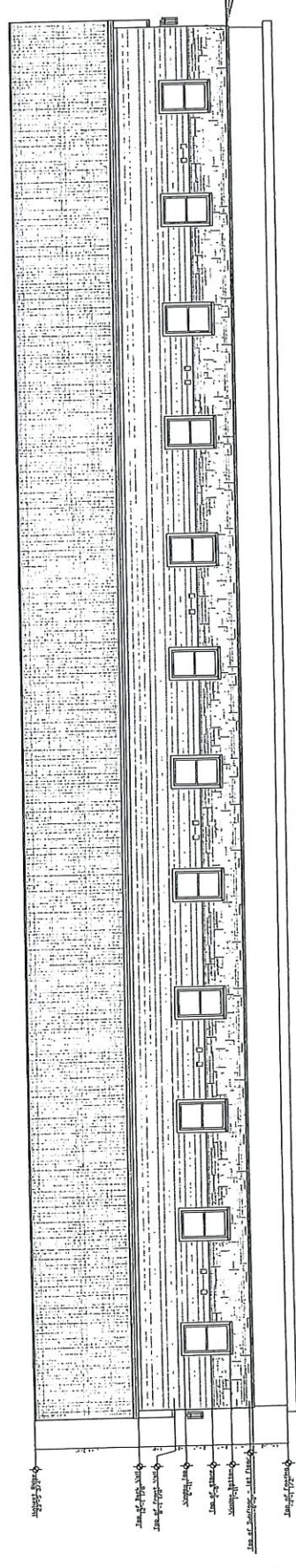
DATE:
 6/30/2021

SCALE:
 3/16" = 1'-0"

SHEET:
 E-1



Scale 3/16" = 1'-0"
 Exterior Elevation Front/North



Exterior Elevation Rear/South

NUMBER	DATE	REVISION BY	DESCRIPTION

BDR Properties
 155 S Vermillion St
 Coal City, IL 60416

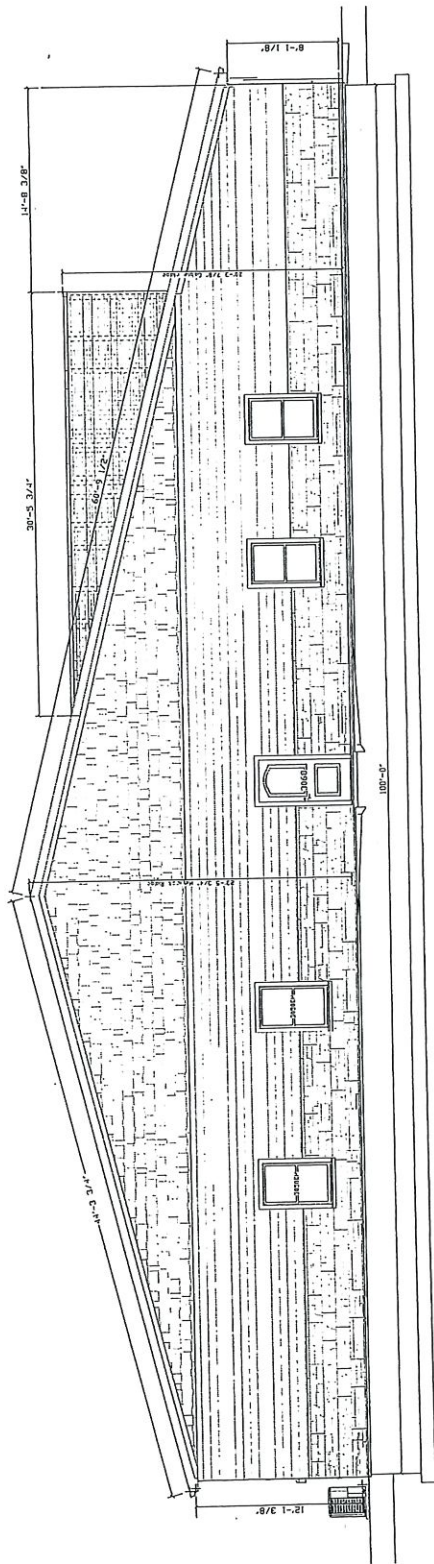
Exterior Elevations

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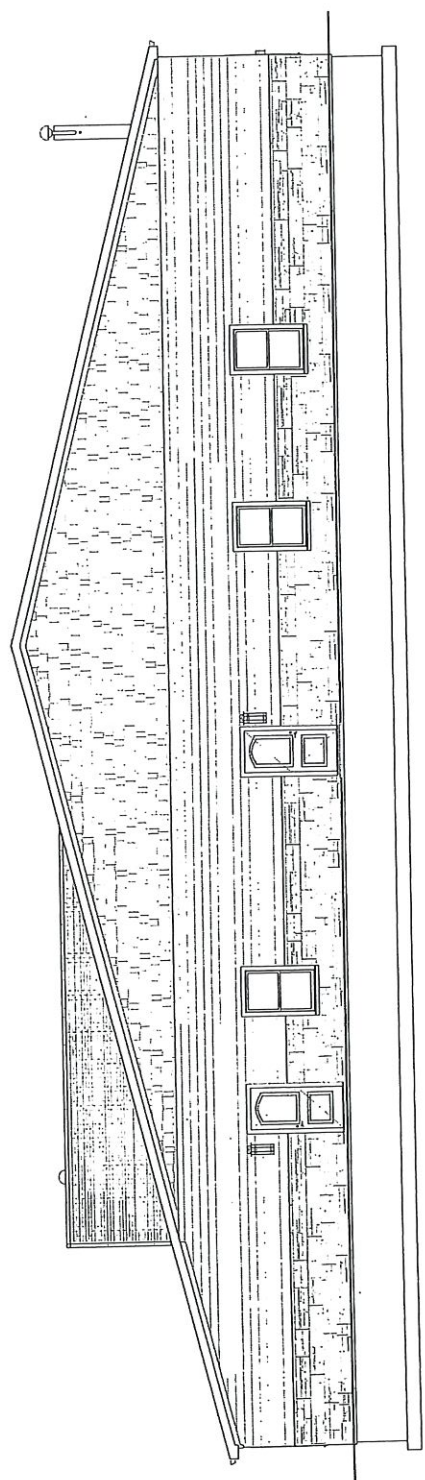
DATE:
 6/30/2021

SCALE:
 3/16" = 1'-0"

SHEET:
 E-2



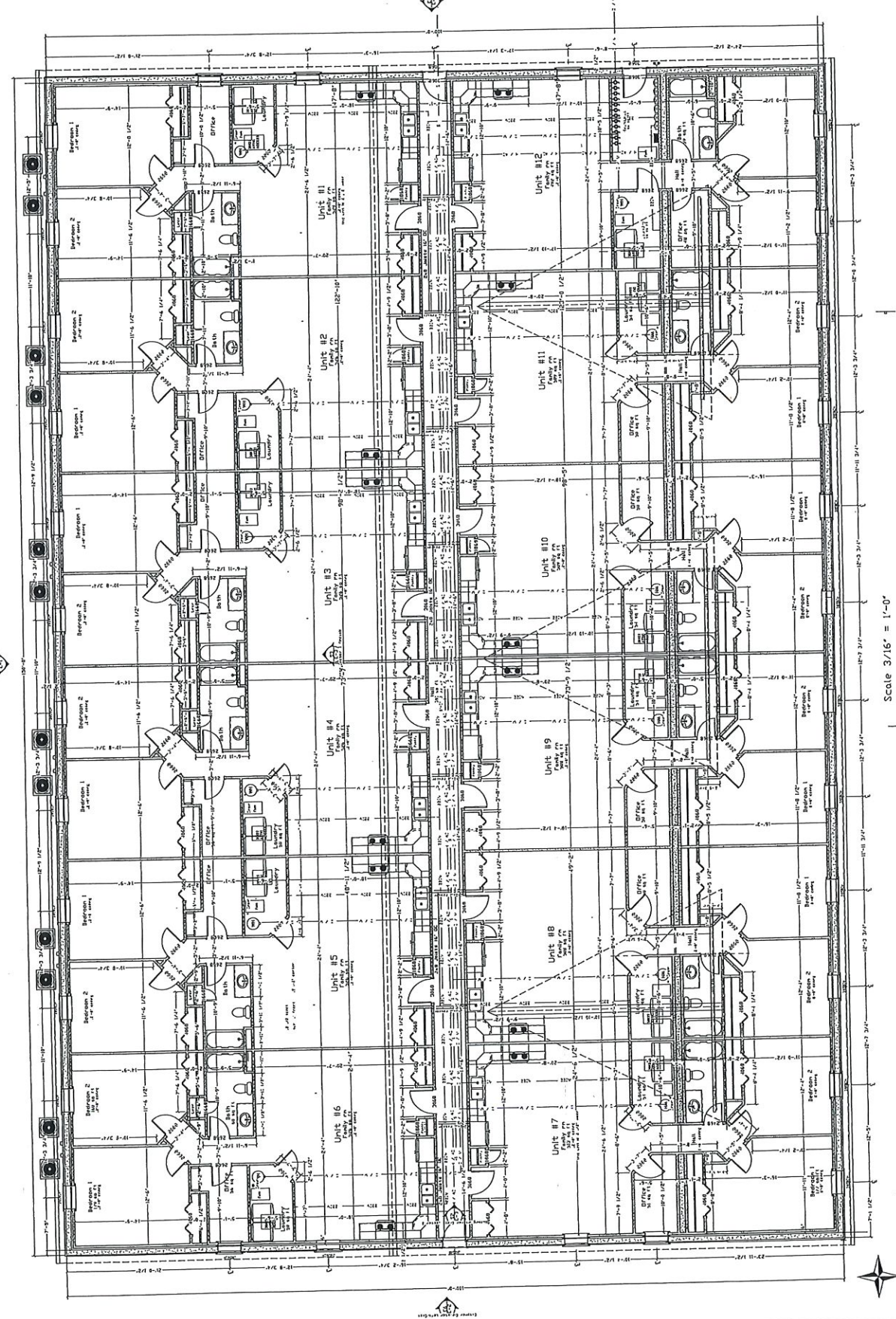
Exterior Elevation Left/East
 Scale 1/4" = 1'-0"



Exterior Elevation Right/Nest

REVISION TABLE NUMBER DATE REVISION BY _____ _____ _____	BDR Properties 155 S Vermillion St Coal City, IL 60416	1st Floor Plan	DRAWINGS PROVIDED BY: Jones Nelson Architects (630) 506-9494	DATE: 6/30/2021	SCALE: 3/16" = 1'-0"	SHEET: A-1
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Scale 3/16" = 1'-0"

Framing, Floor Plan View

Sheet Size: 11" x 17"

F-1

SHEET:

SCALE:

DATE:

6/30/2021

DATE:

6/30/2021

DATE:

6/30/2021

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6/30/2021

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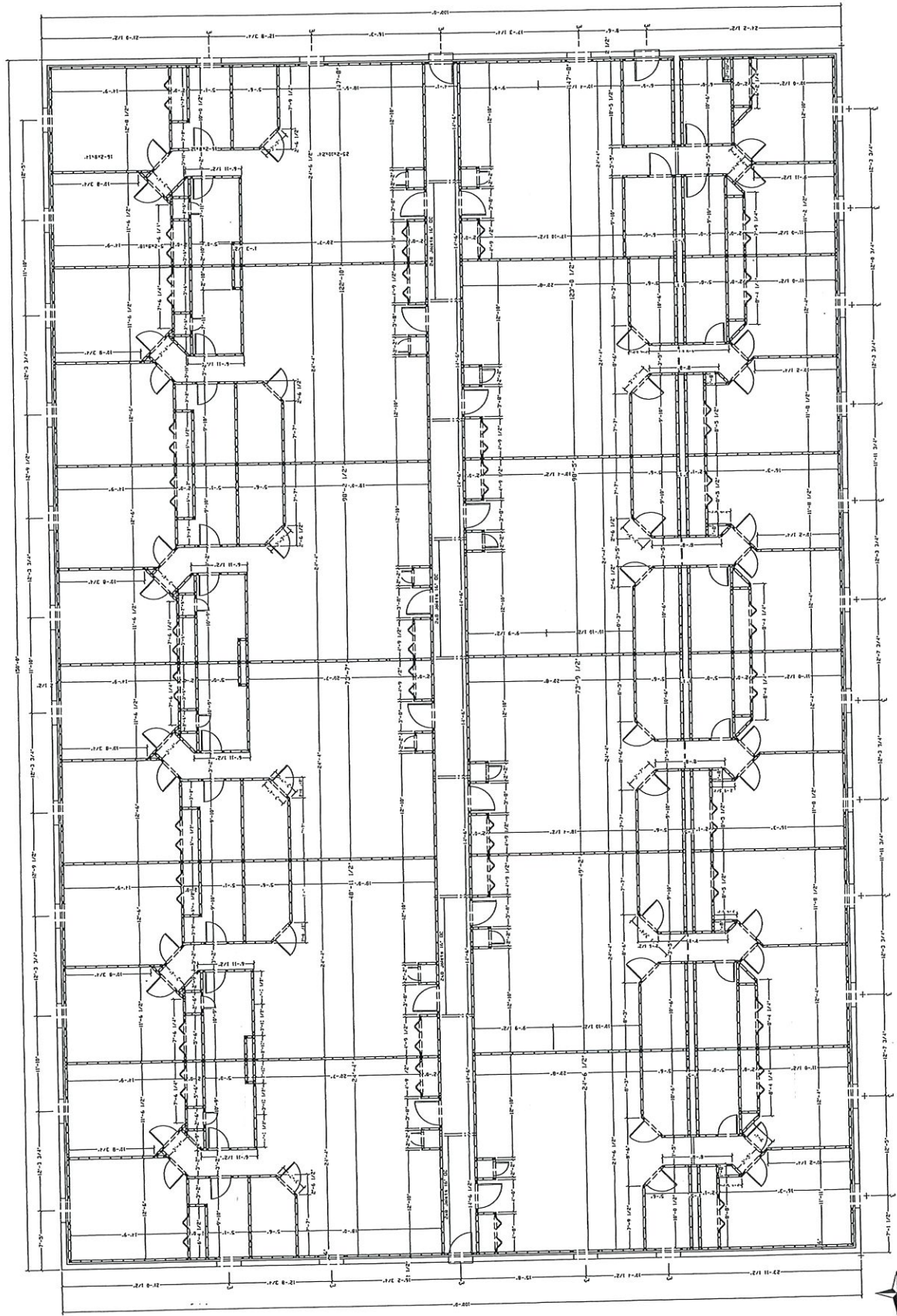
Drawings Provided By:
James Nelson
Architects
(630) 506-9494

Floor 1 Framing

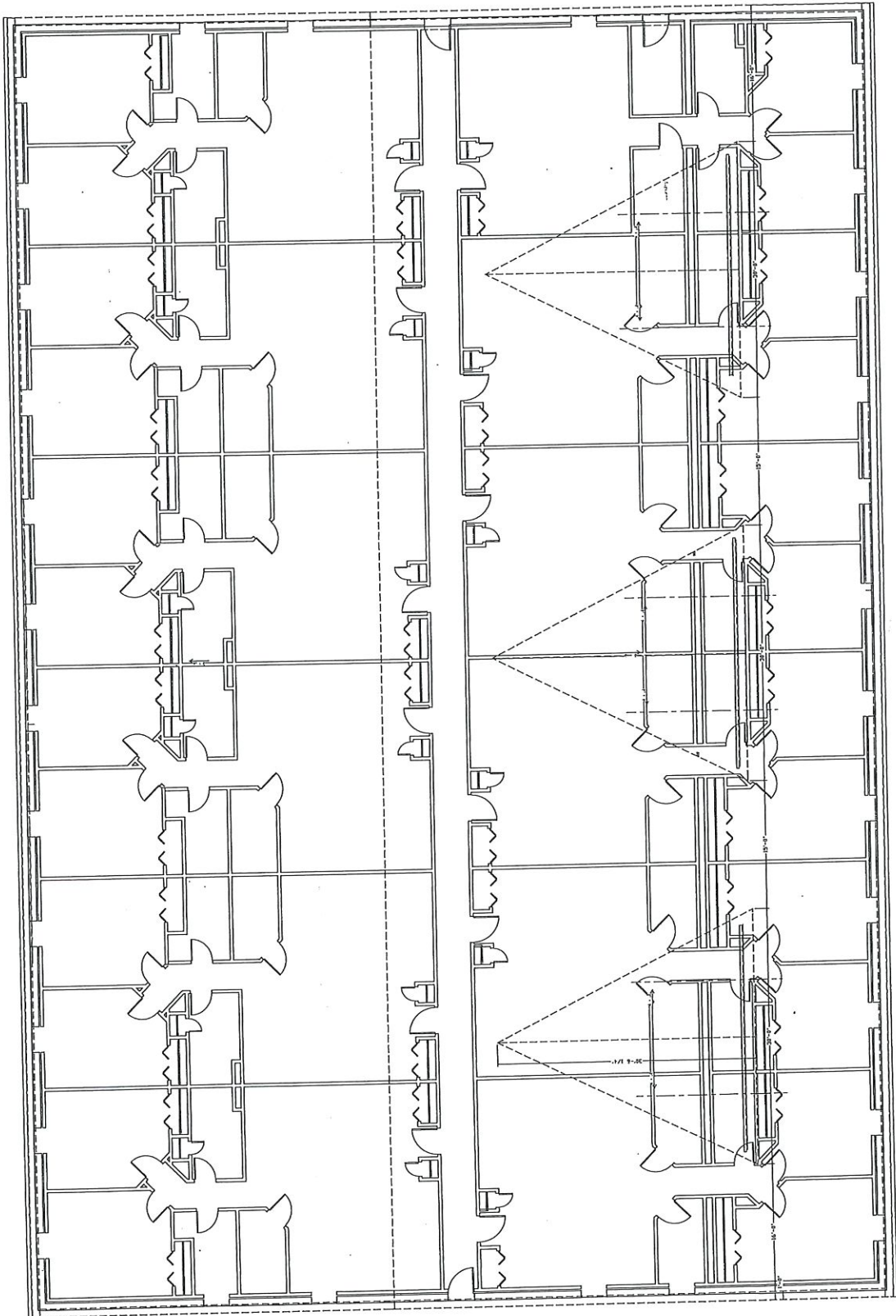
BDR Properties
155 S Vermillion St
Coal City, IL 60416

REVISION TABLE	DESCRIP	REVISD BY	DATE	NUMBER

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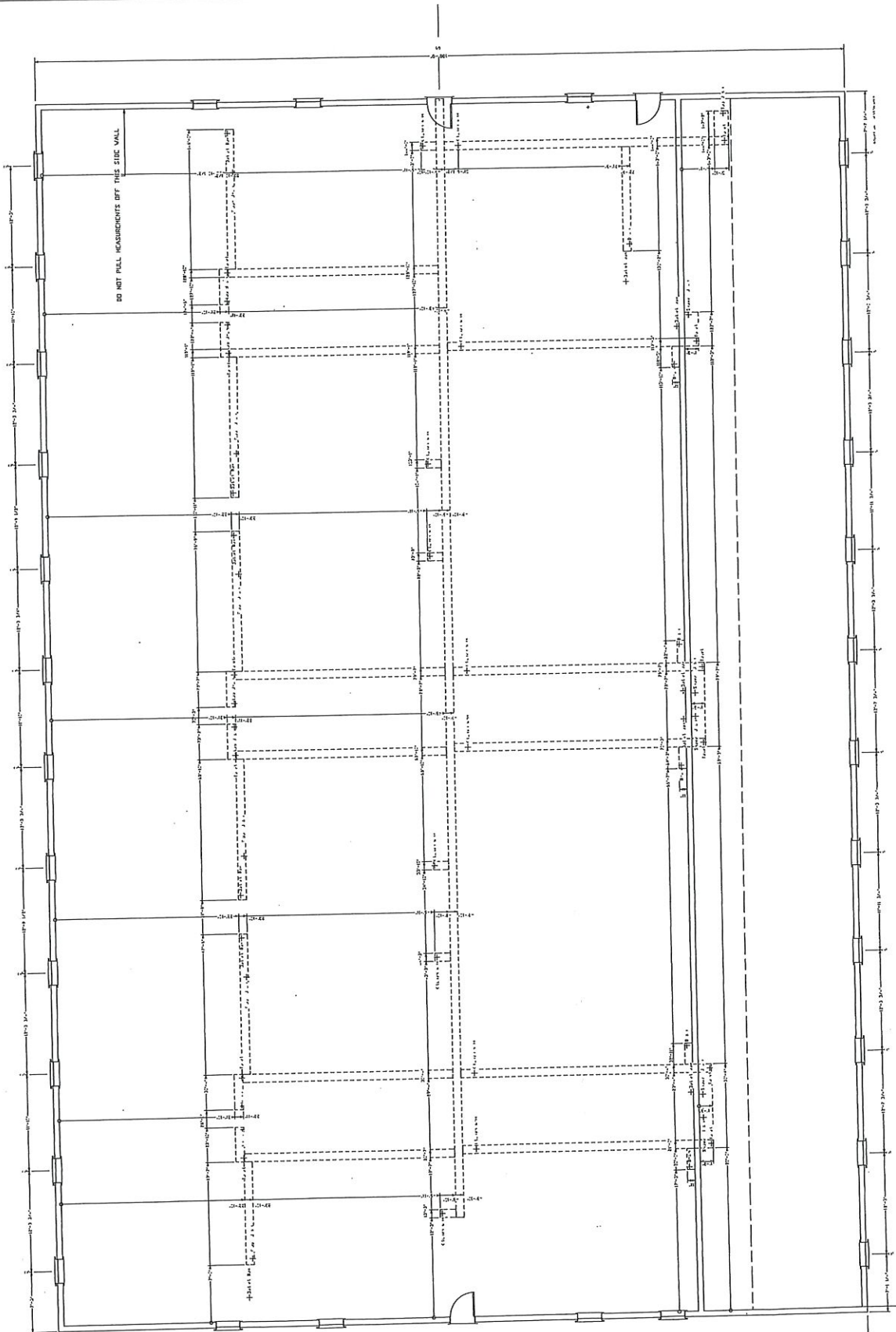


BDR Properties 155 S Vermillion St Coal City, IL 60416		Roof Plan		Drawings Provided By: James Nelson Architect (630) 506-9494		DATE: 6/30/2021	SCALE: 3/16" = 1'-0"	SHEET: A-4
REVISION TABLE NUMBER DATE REVISION BY TION		COPYRIGHT © James Nelson, ARCHITECT RESERVES COPYRIGHT & OTHER RIGHTS RESTRICTING THESE DOCUMENTS TO THE ORIGINAL SITE OR PURPOSE FOR WHICH THEY WERE PREPARED. REPRODUCTIONS, CHANGES OR ASSIGNMENTS ARE PROHIBITED.						



Scale 3/16" = 1'-0"
 Roof Plan View

REVISION TABLE NUMBER DATE REVISION BY DESCRIPTION		BDR Properties 155 S Vermillion St Coal City, IL 60416	Interior Elevations	DRAWINGS PROVIDED BY:	DATE: 6/30/2021
					SCALE: 3/16" = 1'-0"
					SHEET: E-4

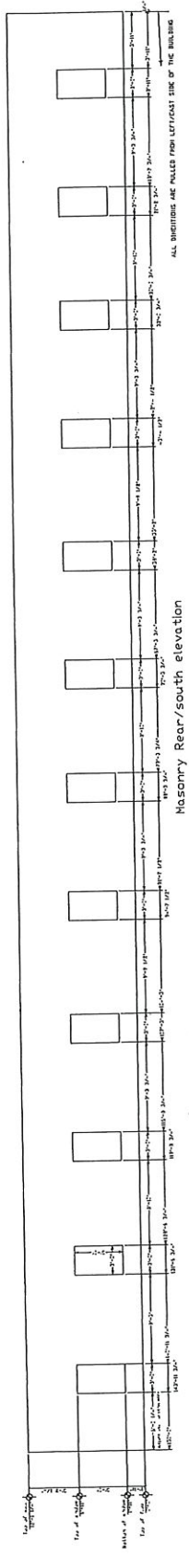
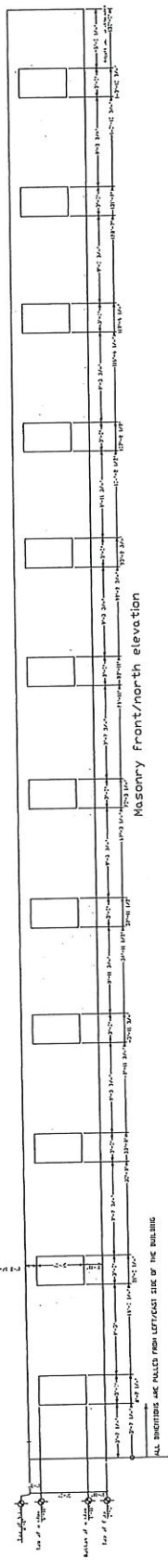
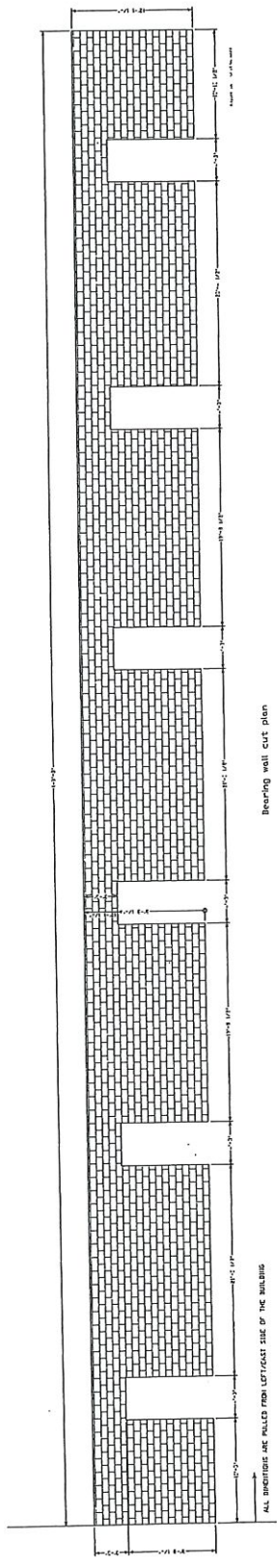


REVISION TABLE	NUMBER	DATE	REVISED BY	DESCRIPTION

BDR Properties
 155 S Vermillion St
 Coal City, IL 60416

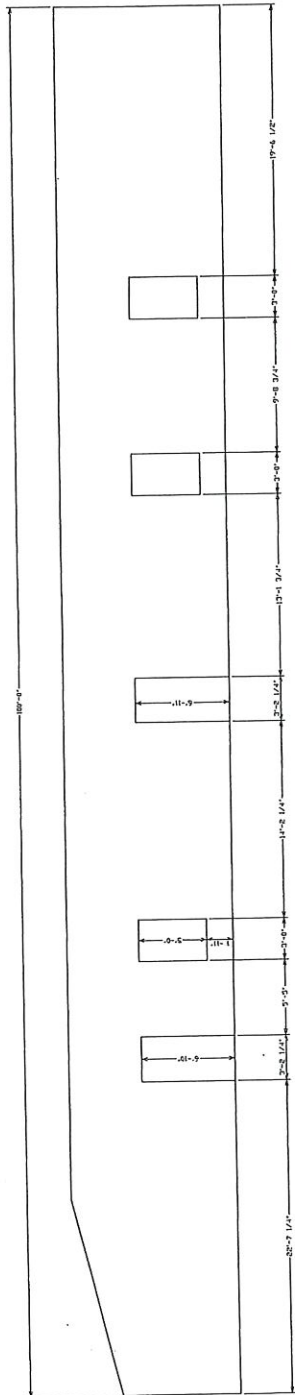
Details Page 1

DATE: 6/30/2021
 SCALE:
 SHEET: D-1

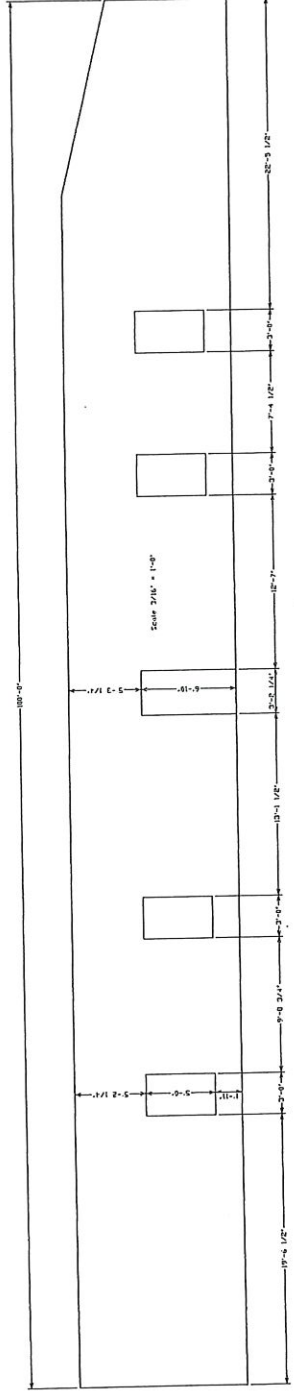


NUMBER	DATE	REVISION	DESCRIPTION

Masonry right/east side elevation



Masonry left/west side elevation

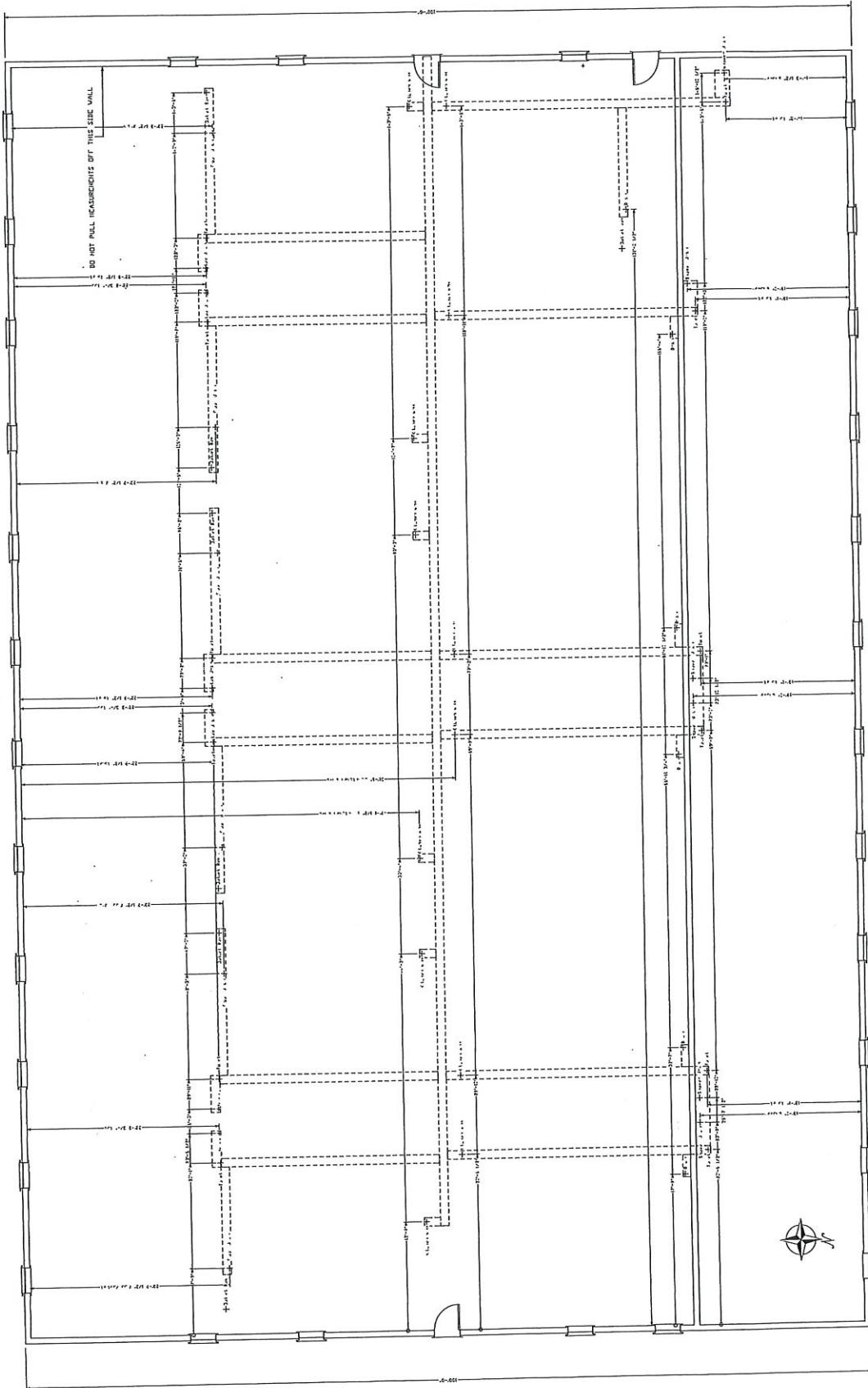


1st Floor Plumbing

BDR Properties
155 S Vermillion St
Coal City, IL 60416

REVISION	DATE	REVISOR	DESCRIPTION

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MEP-8

SHEET:

2/16" = 1'-0"

SCALE:

6/30/2021

DATE:

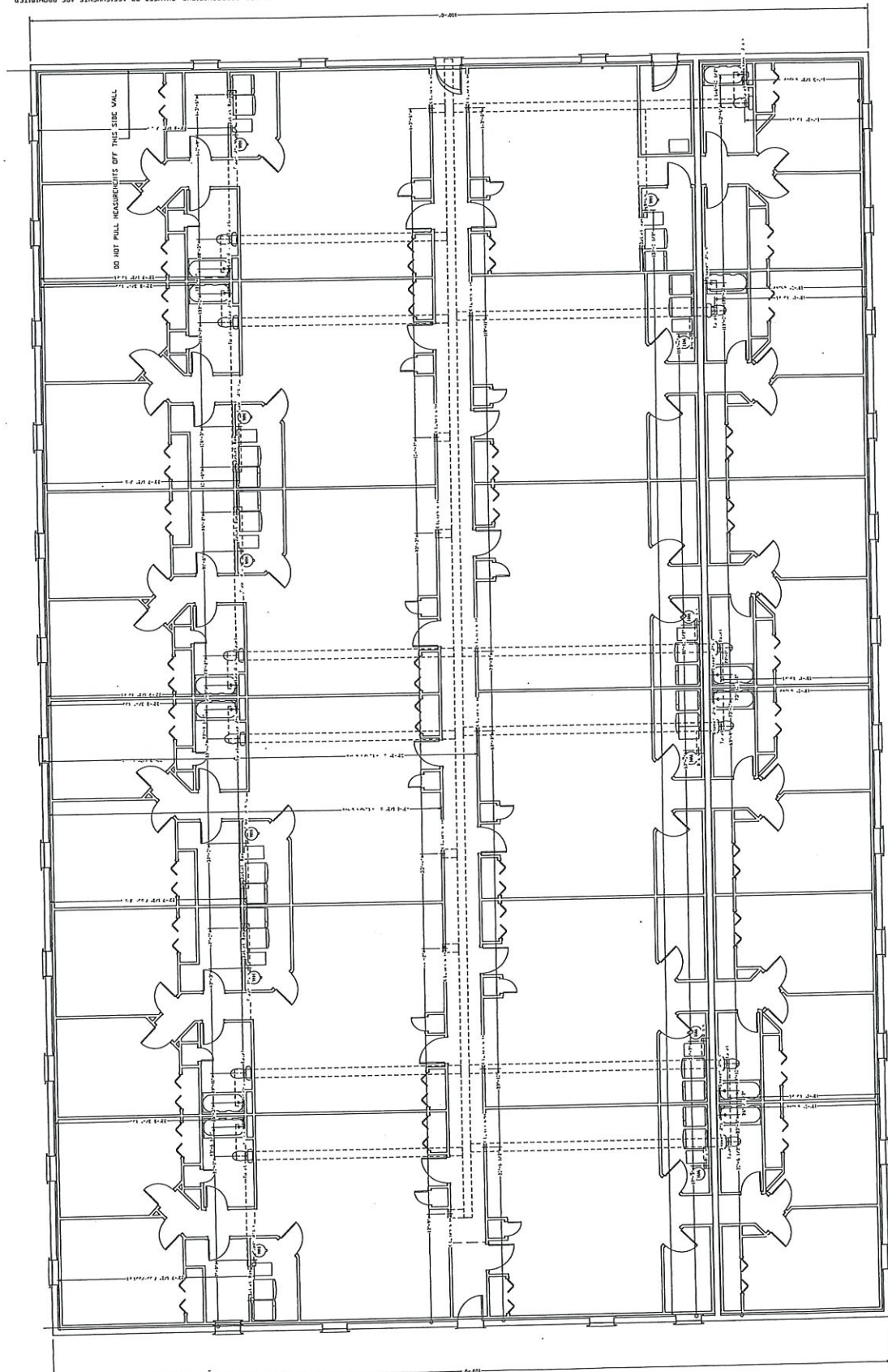
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Architect
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2nd Floor Plumbing

BDR Properties
155 S Vermillion St
Coal City, IL 60416

REVISION	DATE	REVISION	DESCRIPTION

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MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 14, 2021

RE: HOUSING REHABILITATION PROGRAM AREA SELECTION & COMMUNITY SUPPORT CONTRIBUTION

The Village of Coal City previously successfully had been awarded a Housing Rehabilitation Area in which residential housing projects are currently taking place. Another round of federal funding is again available and to be determined. The North Central Illinois Council of Governments (NCICG) has been assisting Coal City with the grant proposal to DCEO. To date over 20 surveys have been received from the potential housing rehabilitation neighborhood, which exceeds the 2:1 ratio for which Coal City will receive some application review points.

Prior to the public hearing will be held in order to ensure everyone within the community was made aware of the potential program to be considered. After describing the potential housing rehabilitation area, the Board is to adopt two resolutions. These resemble the plan that took place when the current plan had been adopted; one resolution sets forth the Housing Rehabilitation Plan, which includes a manual for the housing rehab projects selection committee and the other pledges the local match of \$20,000 to start the project should Coal City be selected. The Manual has not been altered from the last project area manual. The current criteria served the Village well as applications for rehabilitation were received within the program area.

Providing the \$20,000 contribution ensures Coal City receives the maximum local match points when the proposals are considered. This funding shall go atop the \$550,000 being requested from DCEO. The current program received Coal City's contribution with a portion provided by the Grundy Community Foundation in order to possess seed money for the contractors to be paid for their renovation at the selected homes.

Please recall, one of the best advantages provided to Coal City residents with this program is that households may qualify individually and do not need to rely upon the collective community income qualifications to be considered for participation. Coal City's contribution and application to the State for these federal funds provides access of up to \$50,000 of remodeling work for each participating selected household. Kevin Lindeman of NCICG shall be in attendance at the public hearing explaining the program.

Recommendation:

- 1.) Adopt Resolution No. ____: Approving a Local Administrative Policy and Procedures Manual for the Coal City Housing Rehabilitation Area.

- 2.) Adopt Resolution No. ____: Pledging a Contribution of \$20,000 to assist with the local match for housing rehabilitation projects.

Resolution No: 2021 -

RESOLUTION APPROVING THE "2022-2024 LOCAL ADMINISTRATIVE POLICY AND PROCEDURES MANUAL: HOUSING REHABILITATION PLAN"

WHEREAS, should the Village of Coal City, Illinois be awarded a Community Development Block Grant Program (CDBG) grant by the Illinois Department of Commerce and Economic Opportunity (DCEO) to assist a minimum of ten (10) low to moderate-income single-family, owner-occupied, home owners in rehabilitating their substandard dwellings located within the confines of a previously identified target area; bordered by N Lincoln, E North Street, north ends of N 4th and N 5th Streets on both sides, to east ends of E 3rd, E 2nd and E 1st Streets to alley north of E Division, west to railroad tracks and south to E Division, and back to N Lincoln.

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

WHEREAS, the Village of Coal City's Housing Rehabilitation Advisory Committee has worked cooperatively with the North Central Illinois Council of Governments to prepare a "2022-2024" Housing Rehabilitation Plan" for the Village of Coal City which includes specific administrative and programmatic policies and procedures which have been reviewed by the membership of the Coal City Housing Rehabilitation Advisory Committee and are now being recommended for approval by the Coal City Village Board to establish written policies and procedures that will enable the Coal City Housing Rehabilitation Committee and other Village staff members to implement the program's provisions in a equitable, efficient and timely manner as required by the state grant, if awarded.

NOW THEREFORE BE IT RESOLVED, by the Coal City Village Board that the recommendations of the Coal City Housing Rehabilitation Advisory Committee are hereby accepted and confirmed and that the policies and procedures set forth in the aforementioned publication entitled, "2022-2024 Housing Rehabilitation Plan" for the Village of Coal City, Illinois are hereby approved for implementation.

PASSED THIS THE _____ DAY OF _____, 2021, A.D.

(SEAL)

ATTEST:

APPROVED:

Pamela Noffsinger, Village Clerk
Village of Coal City, Illinois

Terry Halliday, Village President
Village of Coal City, Illinois

Yes Votes: _____
No Votes: _____
Abstentions: _____
Absent: _____

RESOLUTION OF SUPPORT AND COMMITMENT OF LOCAL FUNDS

(The Resolution CANNOT be dated prior to the date of the Public Hearing)

WHEREAS, the Village of Coal City, is applying to the State of Illinois for a Community Development Block Grant (CDBG) grant,

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

WHEREAS, costs of the project are such that financial participation by the grantee is necessary in conjunction with CDBG funds.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that the Village of Coal City apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2) that the Village President and the Village Clerk on behalf of the Village of Coal City execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Village President and the Village Clerk on behalf of the Village of Coal City are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.
- 4) that the Village of Coal City does hereby commit funds from their General Capital Fund in the amount of \$20,000 for use in conjunction with an Illinois Community Development Block Grant, for an estimated total project cost of \$570,000.00.

Passed this 14th day of July, 2021

Terry Halliday, Village President

ATTEST:

Pamela Noffsinger, Village Clerk

MEMORANDUM

DATE: July 6, 2021

TO: Mayor Terry Halliday
Village of Coal City
515 S. Broadway
Coal City, IL 60416

ATTN: Matt Fritz

FROM: Ryan E. Hansen

SUBJECT: Reed Road Improvements and
2021 MFT Maintenance Projects

Bids were received for the 2021 Street Projects and were publicly opened and read on June 29, 2021. This memorandum is to summarize the different bid packages as well as detail the proposed funding methods.

Reed Road Improvements

The Reed Road project was bid as a mill and asphalt overlay with new aggregate shoulders and striping as the Base Bid. D Construction was the low bidder out of 2 bidders with a bid price of \$180,145.27. Also included in the Reed Road project were two alternates: 1) Steel Guardrail for the south side of Reed Road for the west half of the project 2) Culvert Replacement under Reed Road ½ way between Carbon Hill Road and Broadway Street. D Construction was the low bidder on the alternate items with costs as follows: Alternate 1) \$98,227.80; Alternate 2) \$17,000.

After bids were received, D Construction offered to reduce the unit cost of the Steel Guard Rail to \$30.30/LF. This would translate to a revised cost for the guardrail of \$81,991.80. After the bids are awarded, a change order will be prepared to reflect the new guardrail cost.

Due to budget constraints in the General Street/TIF Budget, the culvert replacement could be performed using MFT funds. Some additional paperwork needs to be prepared and sent to IDOT for approval.

The total cost of the Reed Road project being funded from the General/TIF fund would be \$180,145.27 (BASE) + \$81,991.80 (Alt. 1 Guardrail) = **\$262,137.07**. This amount is still over the budgeted \$250,000 amount for these funds, but every effort will be made to bring the project in under that amount.

Peru Office

4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office

218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office

903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com



221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com • www.chamlin.com

July 6, 2021
Reed Road Improvements and 2021 MFT Maintenance Projects
Page 2

2021 MFT Maintenance

The 2021 MFT Maintenance project was bid as a mill and asphalt overlay for various streets throughout Coal City as determined by the Streets Committee. This work was budgeted to spend up to \$380,000 of Motor Fuel Tax funds. The bid amount for the work came in less than budgeted amount at \$297,282.46. D Construction was the only bid received, and their bid was under the engineers estimate. As stated above, it is allowable to use MFT funds to construct culvert improvements. The culvert repair on Reed Road was bid at \$17,000 which would be added to the engineers estimate for this project, bringing the MFT funds to be utilized to \$297,282.46 + \$17,000 = **\$314,282.46**.

REH/am



221 West Washington Street • Morris, IL 60450
Phone 815.942.1402 • Fax 815.942.1471
morris@chamlin.com • www.chamlin.com

MEMORANDUM

DATE: July 6, 2021

TO: Mayor Terry Halliday
Village of Coal City
515 S. Broadway
Coal City, IL 60416

FROM: Ryan E. Hansen

SUBJECT: Village of Coal City
Reed Road Improvements

Bids were received and were publicly opened and read on June 29, 2021, for the Reed Road Improvements. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	TOTAL BASE BID	TOTAL ALTERNATE #1	TOTAL ALTERNATE #2
D Construction, Inc.	\$180,145.27	\$98,227.80	\$17,000.00
PT Ferro Construction	\$253,676.71	\$105,534.00	\$40,000.00

Based on the proposals received, we recommend the project be awarded to the low, responsive, responsible bidder, D Construction, Inc. in the base bid amount of \$180,145.27.

Chamlin and Associates also recommends the award of alternates 1 and 2 in the amount of \$98,227.80 (Guard Rail) and \$17,000 (Culvert) respectively.

Enclosure

REH/am

Project #66370.00

Peru Office
4152 Progress Boulevard • Peru, IL 61354
Phone 815.223.3344 • Fax 815.223.3348
peru@chamlin.com

Ottawa Office
218 West Lafayette Street • Ottawa, IL 61350
Phone 815.434.7225 • Fax 815.434.2831
ottawa@chamlin.com

Mendota Office
903 Main Street • Mendota, IL 61342
Phone 815.539.8137 • Fax 815.224.8575
mendota@chamlin.com

VILLAGE OF COAL CITY
REED ROAD IMPROVEMENTS

Project No. 66370.00

10:00AM, Tuesday, June 29, 2021

BID TABULATION

Bidder & Address	Total Base Bid	Total Alternate #1	Total Alternate #2	Bid Security	Acknowledge Addenda
D Construction Inc. 1488 South Broadway Coal City, IL 60450	\$180,145.27	\$98,227.80	\$17,000.00	Bid Bond	Yes
PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433	\$253,676.71	\$105,534.00	\$40,000.00	Bid Bond	Yes

MEMORANDUM

DATE: July 6, 2021

TO: Mayor Terry Halliday
Village of Coal City
515 South Broadway
Coal City, IL 60416

FROM: Ryan E. Hansen

SUBJECT: Village of Coal City
2021 MFT Maintenance

Bids were received and were publicly opened on June 29, 2021 and read for the 2021 MFT Maintenance. One bid was received and met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	AMOUNT
D Construction, Inc.	\$297,282.46

Based on the proposals received, we recommend the project be awarded to the low, responsive, responsible bidder, D Construction, Inc. in the amount of \$297,282.46 .

Enclosure

REH/hp

Project # 66370.00

VILLAGE OF COAL CITY
2021 MFT MAINTENANCE

Project No. 66370.00

10:00AM, Tuesday, June 29, 2021

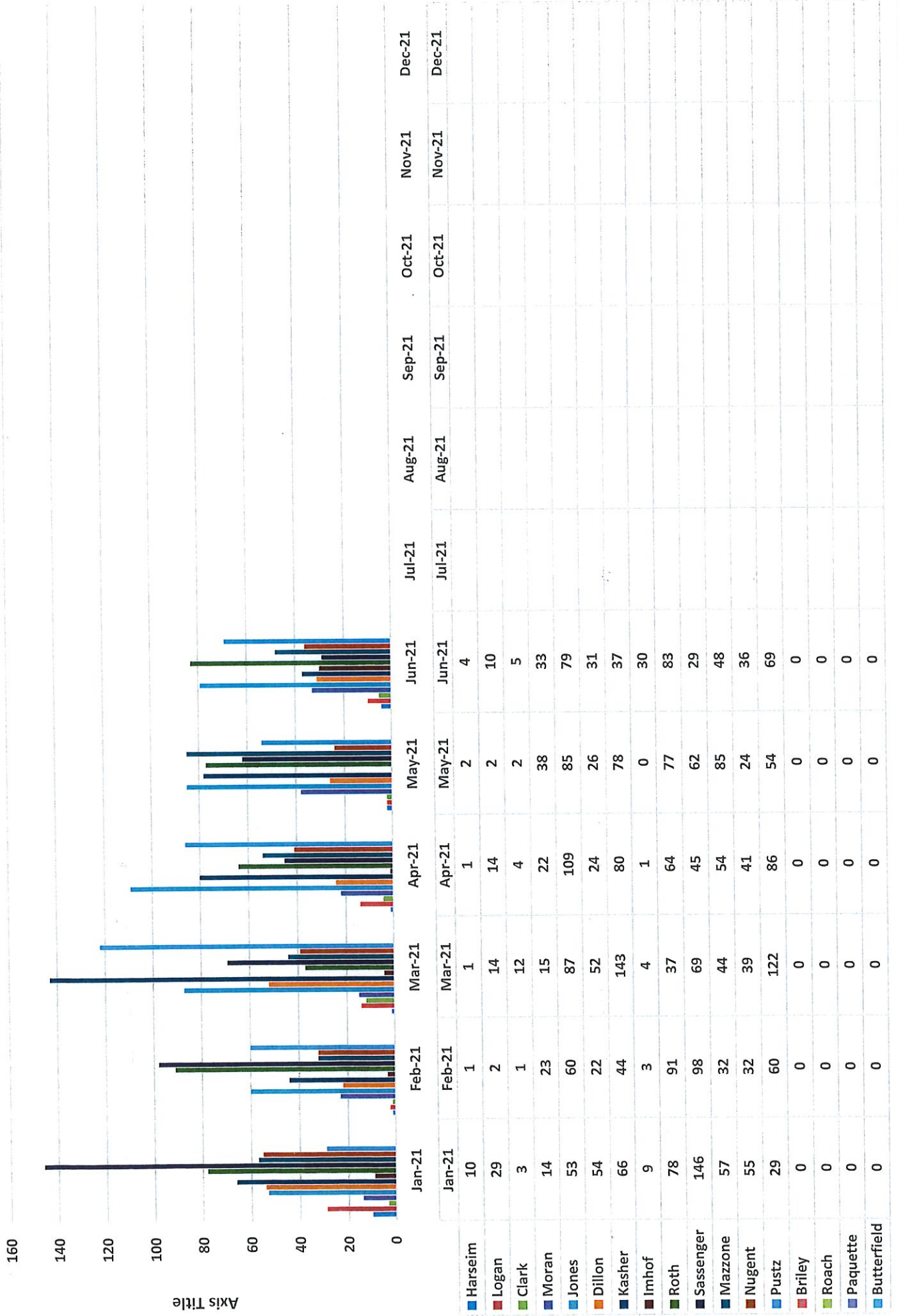
BID TABULATION

Bidder & Address	Total Bid	Bid Security	Comments
D Construction Inc. 1488 South Broadway Coal City, IL 60450	\$297,282.46	Bid Bond	
PT Ferro Construction 700 South Rowell Avenue Joliet, IL 60433		No Bid	
Scanlon Excavating & Concrete, Inc. 630 S. 7000W Road Kankakee, IL 60901		No Bid	



Total Officer Activity

January 1 2021 – Dec 31 2021

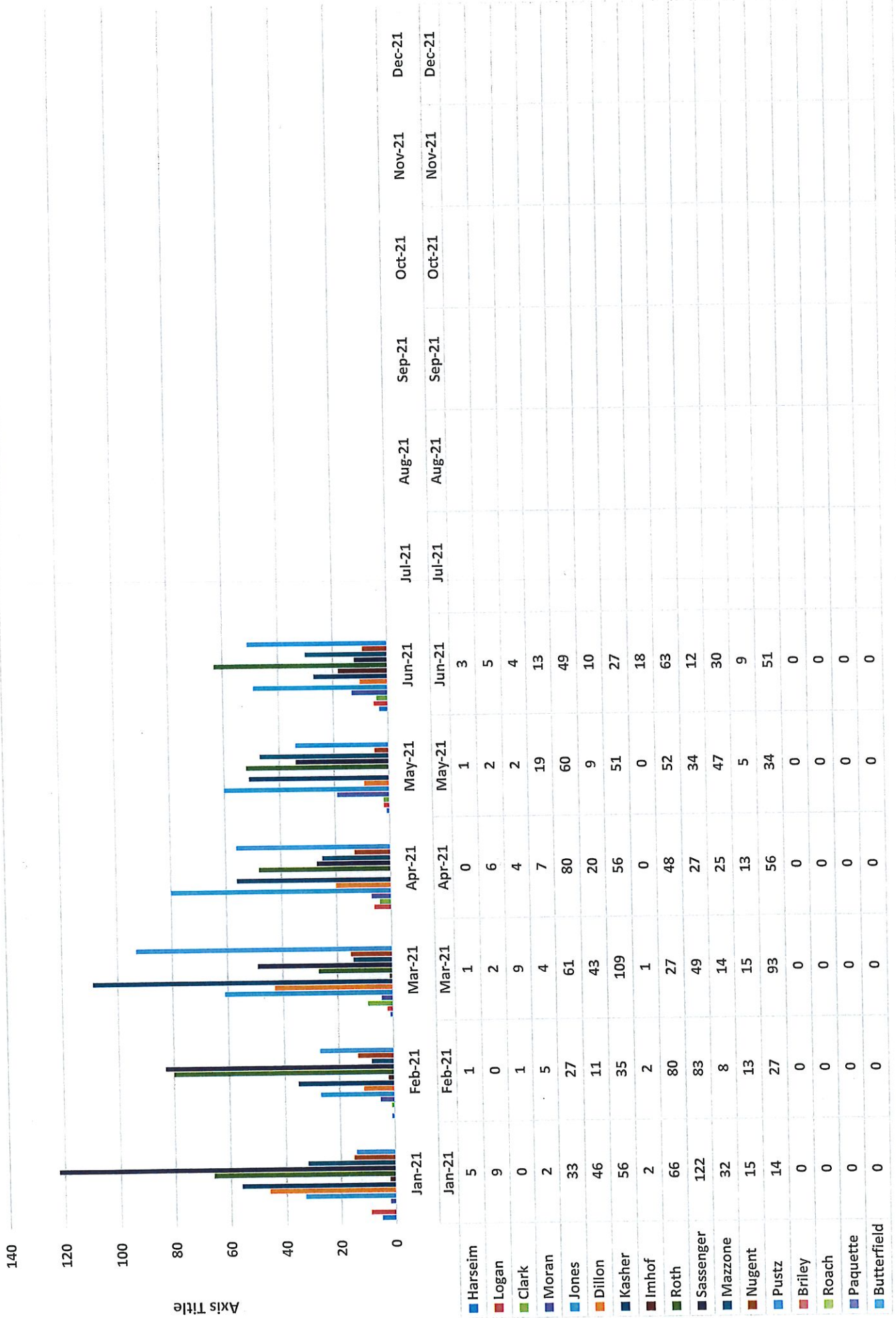


	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield Totals
Jan-21	10	29	3	14	53	54	66	9	78	146	57	55	29	0	0	0	603
Feb-21	1	2	1	23	60	22	44	3	91	98	32	32	60	0	0	0	469
Mar-21	1	14	12	15	87	52	143	4	37	69	44	39	122	0	0	0	639
Apr-21	1	14	4	22	109	24	80	1	64	45	54	41	86	0	0	0	545
May-21	2	2	2	38	85	26	78	0	77	62	85	24	54	0	0	0	535
Jun-21	4	10	5	33	79	31	37	30	83	29	48	36	.69	0	0	0	494
Jul-21																	0
Aug-21																	0
Sep-21																	0
Oct-21																	0
Nov-21																	0
Dec-21																	0
Totals:	19	71	27	145	473	209	448	47	430	449	320	227	420	0	0	0	3285



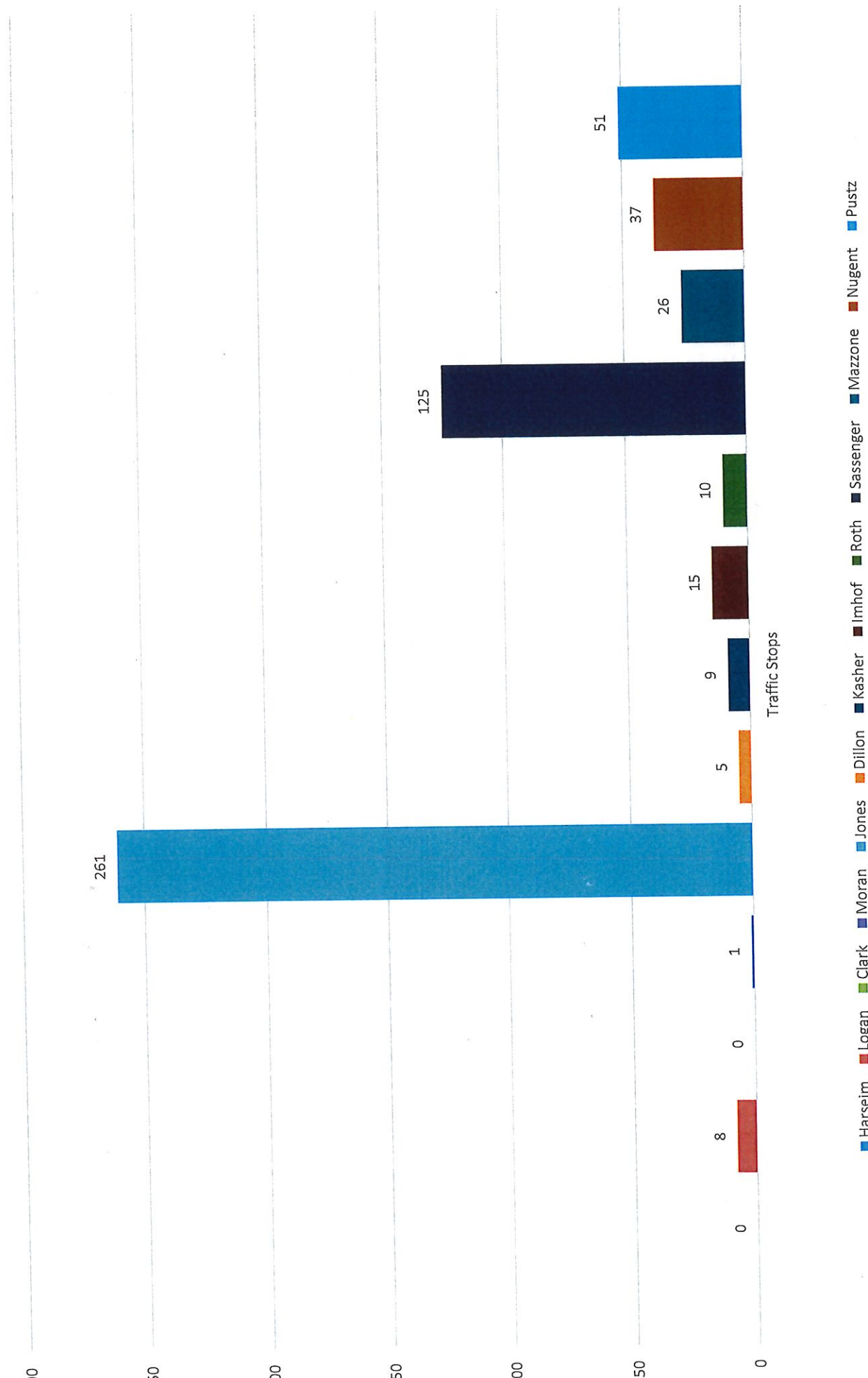
Self-Initiated Activity

January 1 2021 – Dec 31 2021



	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	5	9	0	2	33	46	56	2	66	122	32	15	14	0	0	0	0	402
Feb-21	1	0	1	5	27	11	35	2	80	83	8	13	27	0	0	0	0	293
Mar-21	1	2	9	4	61	43	109	1	27	49	14	15	93	0	0	0	0	428
Apr-21	0	6	4	7	80	20	56	0	48	27	25	13	56	0	0	0	0	342
May-21	1	2	2	19	60	9	51	0	52	34	47	5	34	0	0	0	0	316
Jun-21	3	5	4	13	49	10	27	18	63	12	30	9	51	0	0	0	0	294
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	11	24	20	50	310	139	334	23	336	327	156	70	275	0	0	0	0	2075

2021 Yearly Traffic Stops



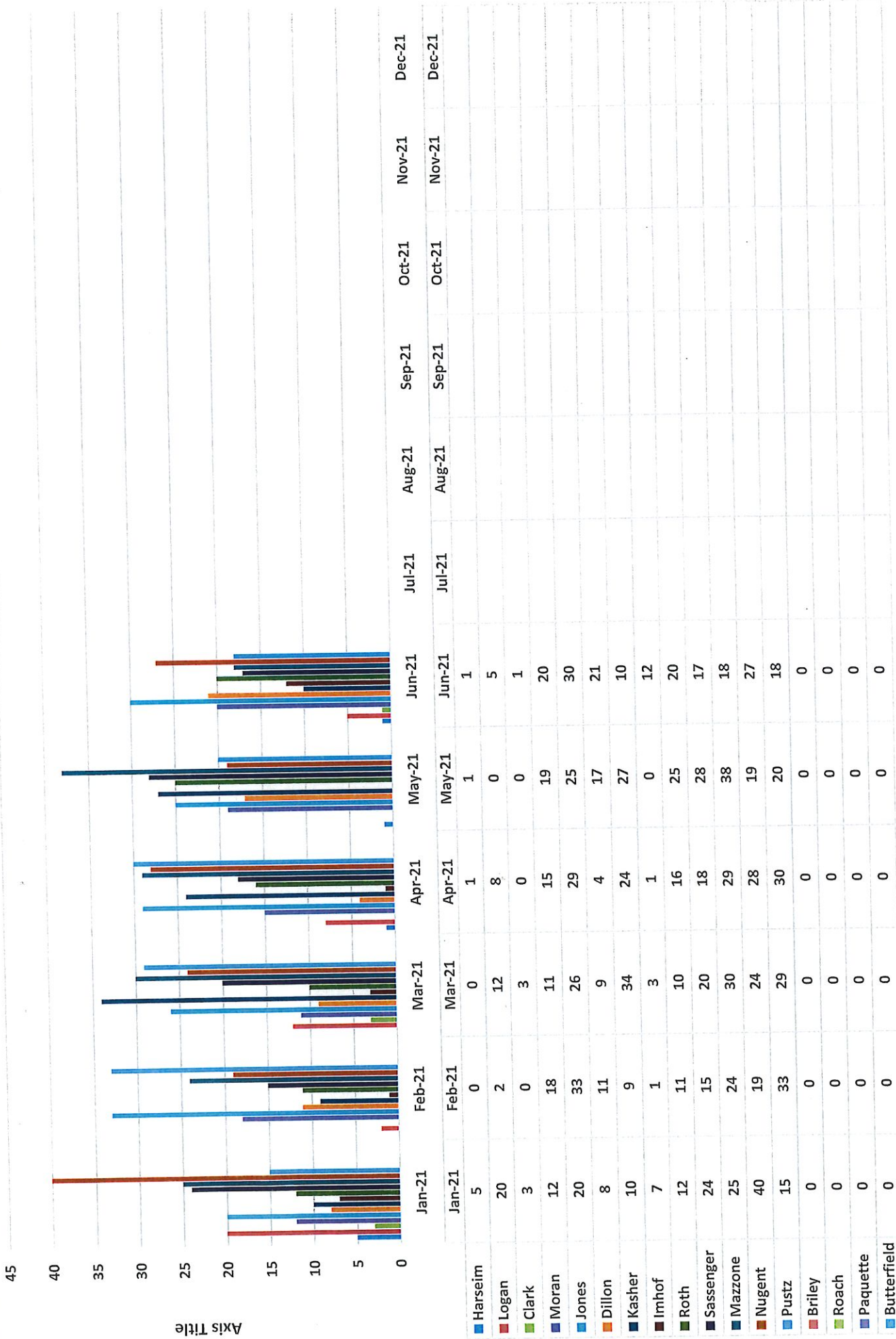
Totals 81 78 98 124 93 74 0 0 0 0 0 0 0 0 548

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield
Jan-21	0	5	0	0	21	1	0	0	0	33	6	8	7	0	0	0	0
Feb-21	0	0	0	0	21	0	0	0	1	26	2	7	21	0	0	0	0
Mar-21	0	0	0	0	53	0	3	1	4	19	6	9	3	0	0	0	0
Apr-21	0	3	0	0	72	1	3	0	3	13	7	7	15	0	0	0	0
May-21	0	0	0	1	52	1	2	0	1	29	2	3	2	0	0	0	0
Jun-21	0	0	0	0	42	2	1	14	1	5	3	3	3	0	0	0	0
Jul-21																	
Aug-21																	
Sep-21																	
Oct-21																	
Nov-21																	
Dec-21																	
Totals:	0	8	0	1	261	5	9	15	10	125	26	37	51	0	0	0	0



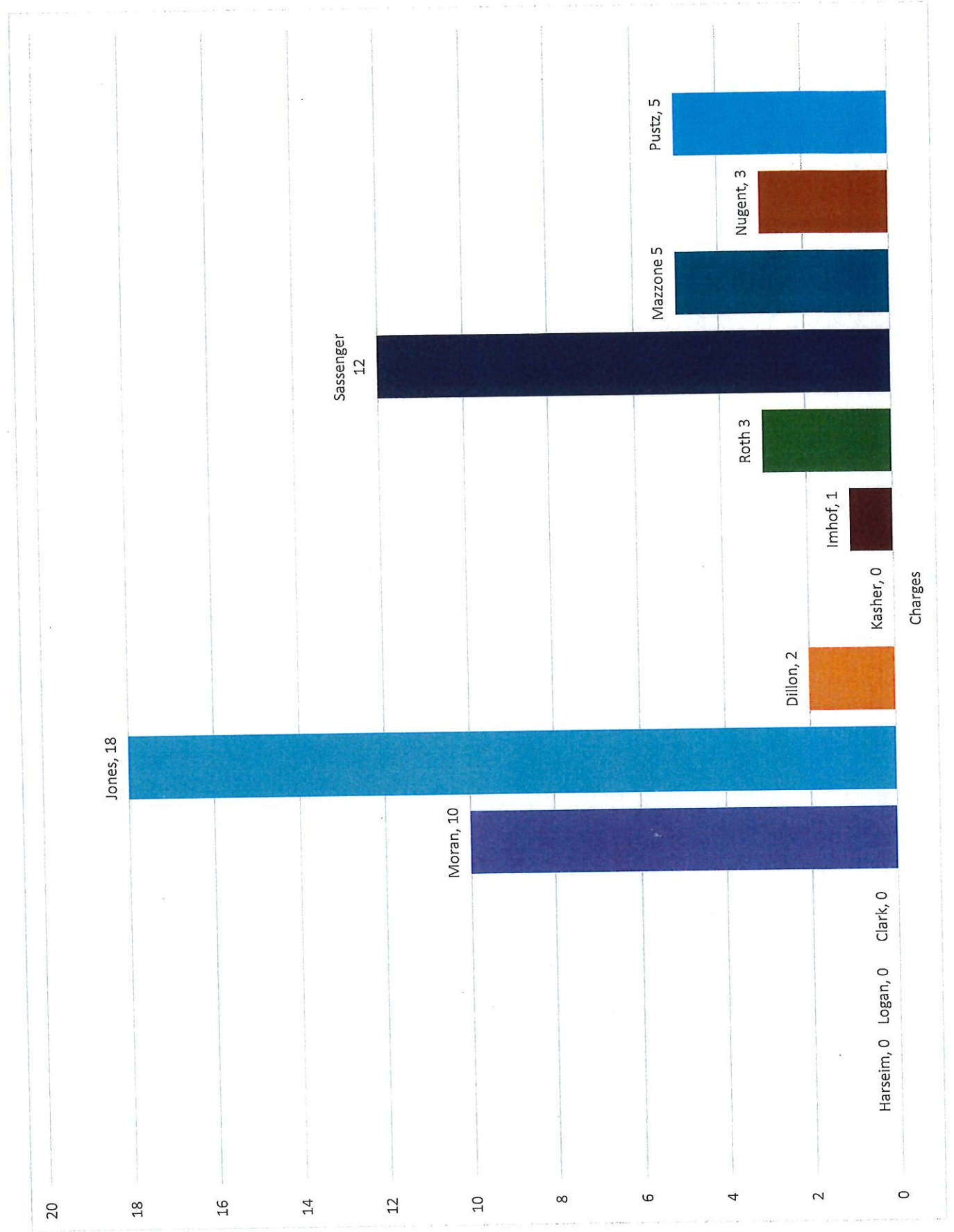
Calls For Service

January 1 2021 – Dec 31 2021



	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	5	20	3	12	20	8	10	7	12	24	25	40	15	0	0	0	0	201
Feb-21	0	2	0	18	33	11	9	1	11	15	24	19	33	0	0	0	0	176
Mar-21	0	12	3	11	26	9	34	3	10	20	30	24	29	0	0	0	0	211
Apr-21	1	8	0	15	29	4	24	1	16	18	29	28	30	0	0	0	0	203
May-21	1	0	0	19	25	17	27	0	25	28	38	19	20	0	0	0	0	219
Jun-21	1	5	1	20	30	21	10	12	20	17	18	27	18	0	0	0	0	200
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	8	47	7	95	163	70	114	24	94	122	164	157	145	0	0	0	0	1210

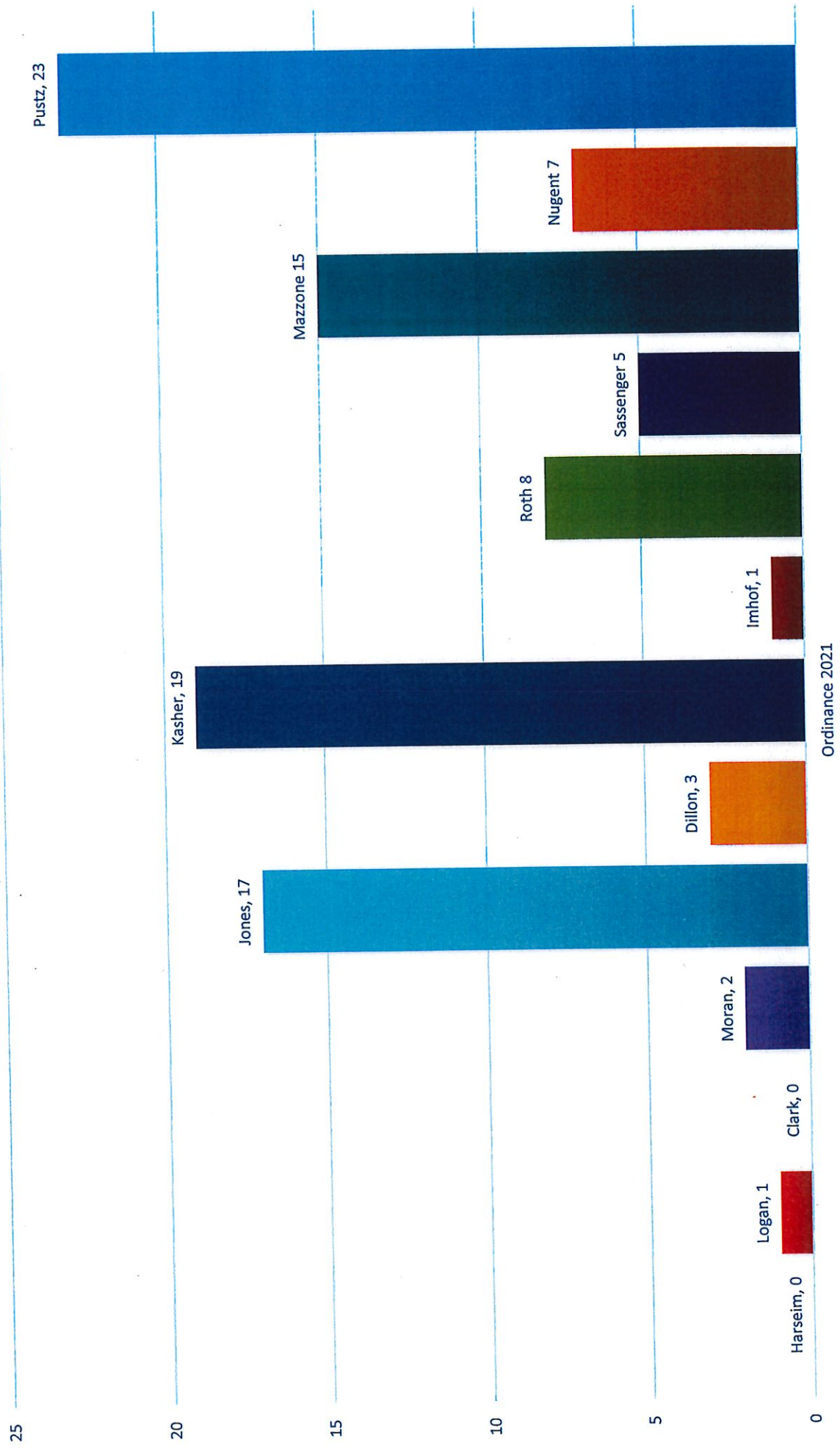
2021 Criminal Charges



Total
4
7
2
18
16
12
0
0
0
0
0
0
59

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield
Jan-21	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0
Feb-21	0	0	0	1	0	1	0	0	1	1	2	0	1	0	0	0	0
Mar-21	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0
Apr-21	0	0	0	5	9	0	0	0	1	0	0	0	3	0	0	0	0
May-21	0	0	0	0	7	0	0	0	0	6	2	1	0	0	0	0	0
Jun-21	0	0	0	4	2	1	0	1	1	1	1	0	1	0	0	0	0
Jul-21																	
Aug-21																	
Sep-21																	
Oct-21																	
Nov-21																	
Dec-21																	
Totals:	0	0	0	10	18	2	0	1	3	12	5	3	5	0	0	0	0

Yearly Ordinance Violations



	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-21	0	0	0	0	7	1	1	0	2	0	1	3	7	0	0	0	0	22
Feb-21	0	0	0	0	1	0	0	0	0	1	1	1	1	0	0	0	0	5
Mar-21	0	0	0	1	4	0	6	0	1	2	3	0	5	0	0	0	0	22
Apr-21	0	1	0	1	2	0	5	0	2	0	1	2	6	0	0	0	0	20
May-21	0	0	0	0	2	0	4	0	1	1	6	0	3	0	0	0	0	17
Jun-21	0	0	0	0	1	2	3	1	2	1	3	1	1	0	0	0	0	15
Jul-21																		0
Aug-21																		0
Sep-21																		0
Oct-21																		0
Nov-21																		0
Dec-21																		0
Totals:	0	1	0	2	17	3	19	1	8	5	15	7	23	0	0	0	0	101

