

# COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY  
OCTOBER 13, 2021  
7:00 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 22, 2021
4. Approval of Warrant List
5. Public Comment
6. Ordinance 21-31 Adopting a Signage Lease with Big Storage Solutions along west side of Fifth Avenue

7. Ordinance No. 21-32 Vacating Right of Way Adjacent to 55 N. Second Avenue
8. Accept the FY21 Audit
9. Authorize the Publication of Public Notice to Receive Development Proposals at 25 S. Broadway
10. Approval of Final Payments
  - a. SKC Construction \$32,364.60
  - b. D Construction \$17,000.00
11. Report of Mayor
12. Report of Trustees:
  - S. Beach
  - T. Bradley
  - D. Spesia
  - D. Greggain
  - R. Bradley
  - D. Togliatti
13. Report of Village Clerk
14. Report of Village Attorney
15. Report of Village Engineer
16. Report of Chief of Police
17. Report of Village Administrator
18. Adjourn

**MEMO**

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

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

**MEETING**

**DATE:** October 13, 2021

**RE: SIGN LEASE FOR BIG STORAGE SOLUTIONS**

The Village sold property on the west side of Fifth Ave, between the railroad tracks, which went southwesterly towards Railroad Street to Randy Alderson. Since his acquisition, the property has been leveled and improved with an access road that will allow patrons to bring their storage needs onto the property from the north side – Fifth Avenue, as opposed to eth south entrance, which would have brought traffic through the adjacent residential neighborhood.

This land, originally Eileen property, is a collection of parcels, of which the Village retained the portion north of a drainage ditch on the north side of Alderson’s property. This area provides open space that could be a pocket park at a future date. In the meantime, a lease is the means by which a portion of the Village’s property may be made available to accommodate signage into the storage business. Due to the complicated zoning requirements surrounding its placement, the best solution available for Mr. Alderson’s need is to pay an annual lease and the Village can accommodate the signage on a portion of property that it owns, outside of the right of way. A minimal amount was included in order to allow the signage to be placed in the most logical space to allow the customers access from Fifth Ave. rather than Railroad Street.

The ordinance to be adopted has the lease attached to it. The area for the sign has been staked out in its location along Fifth Avenue.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Approving a lease for signage on the west side of Fifth Avenue between the BNSF and Union Pacific railroad tracks.

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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 AUTHORIZING ENTRY INTO A TEN YEAR LEASE AGREEMENT  
WITH RANDY ALDERSON TO LEASE A PORTION OF VILLAGE PROPERTY NEAR  
THE INTERSECTION OF 5<sup>TH</sup> AVENUE AND RAILROAD STREET FOR THE  
ERECTION OF AN OUTDOOR ADVERTISING SIGN FOR A NEARBY LOCAL  
BUSINESS**

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

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
DAVID SPESIA  
DAVID TOGLIATTI  
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 \_\_\_\_\_, 2021

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

**AN ORDINANCE AUTHORIZING ENTRY INTO A TEN YEAR LEASE AGREEMENT WITH RANDY ALDERSON TO LEASE A PORTION OF VILLAGE PROPERTY NEAR THE INTERSECTION OF 5<sup>TH</sup> AVENUE AND RAILROAD STREET FOR THE ERECTION OF AN OUTDOOR ADVERTISING SIGN FOR A NEARBY LOCAL BUSINESS**

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

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

**WHEREAS**, the Village has the power to lease real property for any term not exceeding ninety-nine (99) years whenever it determines that the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village (65 ILCS 5/11-76-1); and

**WHEREAS**, the Village owns an irregularly shaped, 0.33 acre parcel of real property bearing permanent index number 06-35-429-002, generally described as lying between the Burlington Northern Santa Fe railroad tracks and the Union Pacific railroad tracks, west of and adjacent to 5<sup>th</sup> Avenue and north of an unimproved section of 4<sup>th</sup> Street right of way, as more particularly depicted and described in the lease agreement attached hereto as **Exhibit A** and incorporated by reference as though fully set forth herein (the “Lease”);

**WHEREAS**, Randy A. Alderson, a natural person residing at 390 N. 2<sup>nd</sup> Avenue, Coal City, Illinois 60416 (“Lessee”) desires to lease an approximately 40 square foot rectangular portion of the Property (10’ wide east to west by 4’ long north to south) as depicted in the Lease (the “Leased Premises”), for the erection of an enhanced concrete monument sign structure sized

approximately 10' wide x 8' tall x 4' deep that advertises the name and contact information for Lessee's nearby business, all as more particularly set forth in the Lease (the "Sign");

**WHEREAS**, the Leased Premises is unimproved and not the subject of future development plans or the site of any prospective public use and the President and Trustees ("Corporate Authorities") of the Village hereby determine that the Leased Premises is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

**WHEREAS**, the Village and Lessee (collectively, the "Parties") wish to enter into a lease agreement governing the mutual rights and responsibilities of the Parties with respect to the use of the Leased Premises;

**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. LEASE AUTHORIZATION.**

The Corporate Authorities hereby authorize entry into the Lease attached hereto and incorporated herein as Exhibit A in accordance with the provisions therein set forth. The Mayor is authorized and directed to execute such Lease on behalf of the Village and the Village Clerk and Village Attorney are further authorized to perform such additional actions as may be necessary or convenient to carry out the intent of this Ordinance.

**SECTION 3. DISCLAIMER.** The Village makes no warranties or any other representations concerning the suitability of the Leased Premises for Lessee's intended purpose of erecting the Sign.

**SECTION 4. REPEALER.** 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 as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

**EXHIBIT A**

**LEASE AGREEMENT**

(appended on following pages)



## SIGN LEASE

THIS LEASE AGREEMENT (the "Lease") is made this \_\_\_ day of October 2021 , by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (hereinafter referred to as "Lessor" or "Village") and RANDY A. ALDERSON, a natural person residing at 390 N. 2<sup>nd</sup> Avenue, Coal City, Illinois 60416 (hereinafter referred to as "Lessee"), in consideration of the mutual promises as hereinafter recited, witnesseth as follows:

## RECITALS

**WHEREAS**, the Village owns an irregularly shaped, 0.33 acre parcel of real property bearing permanent index number 06-35-429-002, generally described as lying between the Burlington Northern Santa Fe railroad tracks and the Union Pacific railroad tracks, west of and adjacent to 5<sup>th</sup> Avenue and north of an unimproved section of 4<sup>th</sup> Street right of way, as legally described in **Exhibit A** and incorporated by reference as though fully set forth herein (the "Lease");

**WHEREAS**, Randy A. Alderson, a natural person residing at 390 N. 2<sup>nd</sup> Avenue, Coal City, Illinois 60416 ("Lessee") desires to lease an approximately 40 square foot rectangular portion of the Property (10' wide east to west by 4' long north to south) as depicted more particularly in **Exhibit B** (the "Leased Premises"), for the erection of an enhanced concrete monument sign structure sized approximately 10' wide x 8' tall x 4' deep and substantially similar to that which is depicted in **Exhibit C** or in such other configuration as shall be permitted by the Village in its sole discretion (the "Sign");

**WHEREAS**, the Parties wish to now enter into a lease agreement governing the mutual rights and responsibilities of the Parties with respect to the use of the Leased Premises; and

**WHEREAS**, the Village, as Lessor, has determined that the Leased Premises is not necessary, appropriate or required for public use at the present time and is desirous of leasing the same to Lessee;

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. INCORPORATION.**

The foregoing recitals are incorporated by reference as though fully set forth herein.

**2. DEMISE.**

Lessor, for and in consideration of the mutual promises, covenants, and conditions hereinafter set forth, does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, subject to and in accordance with the terms and the provisions of this Lease (the "Lease"), the Leased Premises for the term and at the rent and upon the terms herein set forth. The Leased Premises shall remain Village property and upon termination of the Lease, the Leased Premises and any improvements made thereto shall remain Village property, excepting the Sign.

**3. TERM.**

The initial term of this Lease shall be ten (10) years ("Initial Term"), commencing upon that date on which (i) all required permits are granted or issued by the Village and any other body having jurisdiction over the erection of the Sign on the Leased Premises and (ii) Lessee commences construction of the Sign (the "Commencement Date"). Following the conclusion of the initial lease term, the Lease shall automatically renew for successive one (1) year renewal terms ("Renewal Terms") unless written notice of non-renewal is submitted by either party to the other party at least 90 days prior to the expiration of the then-current term. The Renewal Terms

shall be upon the same terms and conditions set forth in this Lease, except for Rent as provided herein.

#### **4. USE.**

Lessee shall have the right to use the Leased Premises for the purpose of constructing, repairing, removing, modifying, maintaining and operating the Sign. Such use shall include the right of access to and egress from the Sign by Lessee and his employees, contractors, and agents and the right to maintain business identification information on the Sign to the extent permissible under governing Laws, as defined herein. Lessee agrees that the Leased Premises shall be used and occupied in a careful, safe, lawful and proper manner, and that no waste shall be committed upon or any damage done to the Leased Premises. Lessee agrees that in its use of the Leased Premises, Lessee will comply with all present and future valid laws, ordinances and regulations of the federal government, State of Illinois, County of Grundy, Village of Coal City or agencies of any of the foregoing relating to the use of the Leased Premises and that it will not use the Leased Premises or allow them to be used for any illegal or unsafe purposes. Notwithstanding any contained herein to the contrary, in the event that any alterations are required to the Sign in order to achieve any such compliance with Applicable Laws, Lessee shall be obligated to do so, at Lessee's sole cost and expense.

Lessor agrees not to install or allow installation of an obstruction of highway view or any vegetation on the Property that may obstruct the roadway view of the face of the Sign and authorizes Lessee to trim or remove such obstructions at Lessee's sole expense ("Obstruction Removal"), provided that Lessee shall first provide a minimum of five (5) business days advance notice of the proposed Obstruction Removal to the Village prior to performing any such work.

#### **5. OPERATION.**

At all times, Lessee shall operate the Sign in strict accordance with any permits or approvals issued by the Village including, without limitation, any provisions relating to the size, materials, illumination, and content of the messaging displayed on the Sign. The Sign shall be kept in an attractive and well-maintained state. The sign shall never contain any message or design other than the message approved by the Village prior to installation, except as the Village may authorize in writing. During the term of this Lease, should the use of the Sign be prohibited, limited or restricted by the terms of any regulation, ordinance or zoning measure, or visually impeded, Lessee may terminate this Lease at its option and without penalty by providing the Village 30 days' written notice of its election to do so.

**6. RENT.**

The Lessee, in consideration of the leasing of the Leased Premises and the performance by the Lessor of the covenants and leases herein provided to be performed by it, hereby covenants and agrees to pay rent to Lessor in the amount of TEN DOLLARS AND NO/100 CENTS (\$10.00) ["Base Rent"], payable yearly in advance, with the first installment due on the Commencement Date. The Base Rent shall be increased annually on the anniversary of the Commencement Date, and throughout any and all exercised Renewal Terms, by an amount equal to three percent (3%) of the rent in effect for the previous year (1.03 x prior year's rent). Rental payments shall be remitted in person or mailed to the Village as follows:

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

Rent shall be considered paid upon actual receipt by the Village.

**7. RESTORATION.**

Upon expiration or termination of this Lease, Lessee shall remove all improvements or alterations Lessee made to the Leased Premises, including the Sign, and restore the Leased Premises to its original condition prior to surrendering possession at Lessee's sole cost and expense. Within thirty (30) days from the date of completion of construction activity, whether upon installation of the Sign or later maintenance, repair or replacement, Lessee shall restore or cause to be restored to the reasonable satisfaction of Lessor, the Leased Premises and any other affected areas of the Property, including without limitation any and all landscaping, as nearly as may be, to the same condition that existed immediately prior to the commencement of such activities by Lessee, reasonable wear and tear or damage by casualty excepted.

**8. ADDITIONAL COSTS.**

Lessee further covenants and agrees to pay for all services required for the Sign and for all taxes and assessments levied, assessed, or otherwise imposed upon the Leased Premises during the term of this Lease and any Renewal Terms.

**8. DEFAULT/TERMINATION.**

**A. For Cause – Termination by Lessor.**

In the event of a default by Lessee in the payment of rent when due to Lessor, Lessee shall have fifteen (15) days after receipt of written notice from Lessor to cure such default. In the event of a default by Lessee in any of the other covenants or conditions to be kept, observed and performed by Lessee, or if Lessee becomes insolvent, files bankruptcy, abandons the Leased Premises (all of which shall be considered a default hereunder), or if Lessee is found to be in violation of any present and future laws, ordinances and regulations of the federal government, State of Illinois, County of Grundy, Village of Coal City or any agencies thereof, including

without limitation Lessee's obligation under the Village Code to remove the Sign upon the cessation of business operations at the business that the Sign features advertising for, Lessee shall have thirty (30) days after receipt of written notice thereof to cure such non-monetary default.

In the event that Lessee shall fail to cure any default within the time allowed under this Paragraph, such failure shall be deemed an "Event of Default" and Lessor may, at its sole discretion, declare this Lease immediately terminated by written notice thereof and retake immediate possession of the Leased Premises and recovery from Lessee all sums then due. In such case, Lessee must immediately surrender the Leased Premises to Lessor and remove the Sign and all Equipment and other personal property therefrom. Except for the notice provided in this Paragraph, Lessee expressly waives the service of any demand for the payment of rent or for possession and the service of any notice of Lessor's election to terminate this Lease, including any and every form of demand and notice prescribed by any statute or other law, and Lessee further agrees that the simple breach of any provision of this Lease shall of itself, without the service of any notice or demand whatsoever, constitute a forcible detainer by Lessee of the Leased Premises within the meaning of the statutes of the State of Illinois. No acceptance of rent by Lessor after any election to terminate, with or without notice or demand for possession, shall invalidate Lessor's election of termination of this Lease or Tenant's right to possession hereunder.

**B. For Cause – Termination by Lessee.**

In the event of a default by Lessor, including, without limitation, installing or allowing the installation of an obstruction or vegetation growth that obstructs the roadway view of an advertising face of the Sign in a manner that Lessee is unable to perform effective Obstruction

Removal, or the refusal to grant access to the Sign or the enactment of a regulation that prevents Lessee from constructing or maintaining the Sign, Lessee shall provide written notice of default to Lessor. Lessor shall have thirty (30) days after receipt of written notice from Lessee to cure such default. In the event that Lessor shall fail to cure any default within the time allowed under this Paragraph, Lessee may, at its sole discretion, declare this Lease immediately terminated by written notice thereof. In such case, Lessee shall be entitled to the prompt return by Lessor of any unearned rentals on a pro rata basis.

#### **9. MAINTENANCE.**

Lessee agrees to maintain the Sign and Leased Premises and any improvements implemented thereon, and agrees to make application(s) for and secure from proper governmental authorities, all permits, licenses and other authorizations required for the purpose of constructing, altering, or modifying any improvements, landscaping or fixtures on the Leased Premises. All structures, equipment and materials placed upon the Leased Premises by Lessee shall remain the property of Lessee and may be removed by Lessee at any time prior to or within a reasonable time after expiration of the Initial Term hereof or any Renewal Term. Lessee further agrees and acknowledges that it is obligated, at its sole cost and expense, to remove all improvements or alterations Lessee makes to the Leased Premises and restore the Leased Premises to its original condition prior to surrendering possession at the conclusion of or upon expiration or termination of the Lease.

#### **10. INSURANCE.**

Lessee, at the expense of the Lessee, shall keep in force, during the entire term of this lease or any exercised Renewal Terms, commercial general liability insurance in the amount of one million dollars (\$1,000,000.00). Said commercial general liability insurance shall be issued

by responsible insurance companies and in a form acceptable to the Corporate Authorities of the Village of Coal City, for the protection of Lessor against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor, by reason of damage to property, injury to or death of any person or persons on account of any matter or thing which may occur on the Leased Premises. Lessor shall be named as an additional insured by policy endorsement.

#### **11. INDEMNIFICATION.**

To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold Lessor harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature which may be imposed upon, incurred by or asserted against Lessor or any of Lessor's officers, agents or employees, including without limitation reasonable attorneys' fees, arising from or relating to Lessee's use of the Leased Premises or any acts, omissions, negligence of Lessee or Lessee's agents, contractors, employees, and invitees.

#### **12. ASSIGNMENT AND SUBLEASE.**

This lease may be assigned or otherwise transferred by the Lessee only with the express written consent of the Corporate Authorities of the Village Coal City, which shall not be unreasonably delayed, conditioned, withheld or denied. This Lease shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

#### **13. HOLDOVER.**

If Lessee retains possession and use of the Leased Premises or any part of the Leased Premises after the termination of this Lease or any Renewal Terms by lapse of time or otherwise, Lessee shall pay to Lessor, in order to compensate Lessor for Lessee's wrongful withholding of possession for the time Lessee remains in possession or use of the Leased Premises, the *pro rata*



monthly share of the annual rent then in effect, plus all damages, whether direct or consequential, sustained by Lessor by reason of Lessee's wrongful retention of possession including, without limitation, all court costs, legal fees and actual out-of-pocket expenses incurred by Lessor as a result of said holdover. In the alternative, Lessor may elect, in the exercise of its sole discretion, in a written notice to Lessee and not otherwise, that the retention of possession by Lessee constitutes a renewal of this Lease for an additional one year term at the same terms that were in effect at the conclusion of the most recent lease term or renewal period plus an additional ten percent (10%) annual rental charge, in which event this Lease shall be deemed renewed for an additional one-year term. Notwithstanding any provision to the contrary contained herein, Lessor expressly reserves the right to require Lessee to surrender possession of the Leased Premises upon the expiration of the term of this Lease or at any time during any holdover, the right to reenter the Leased Premises, and the right to assert any remedy at law or in equity to evict Lessor and collect damages in connection with any such holding over.

#### **14. TITLE AND QUIET ENJOYMENT.**

Lessor represents and agrees that Lessor is the owner in fee of the Property and Premises and has the right to make this Lease and to grant Lessee access to the Leased Premises to perform all acts necessary to carry on Lessee's business activities related to the Sign and Equipment. Lessor is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions other than zoning restrictions for which Lessee must be granted relief, or leases affecting the Leased Premises that prohibit the construction and maintenance of the Sign and Equipment. Lessor further represents and agrees that Lessee may peacefully have, hold and enjoy the Leased Premises for the purposes herein set forth, subject to the terms of this Lease, provided Lessee pays the rent and fully performs all of its covenants and leases.

## 15. NOTICES.

All notices from one party to the other hereunder shall be in writing and except as otherwise herein provided shall be deemed to have been duly given, whether or not received, if sent by U.S. certified mail addressed as follows:

**Lessor:** 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

**Lessee:** Randy Alderson  
390 N. 2<sup>nd</sup> Avenue  
Coal City, IL

Either party may change their respective address or contact person by giving to the other notice of such change at least fifteen (15) days before it shall become effective.

## 16. GENERAL PROVISIONS.

A. This Lease, including any exhibits hereto which is hereby incorporated into and made a part of this Lease, constitute the entire lease between the parties and supersede all prior leases and understandings related to the Leased Premises.

B. This Lease may be executed in any number of counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute but one (1) Lease.

C. The unenforceability or invalidity of any provision or provisions of this Lease shall not render any other provision or provisions contained in this Lease unenforceable or invalid.

D. The captions at the beginning of the paragraphs are for convenience only and shall not control or affect the meaning or construction of any provision of this Lease.

E. The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Lease and to fully consummate and effect the transactions contemplated hereby.

F. This Lease shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Lease shall be brought in the Circuit Court of Grundy County, Illinois. This Lease is made pursuant to and in accordance with the provisions of the Constitution of the State of Illinois, other applicable provisions of the Illinois compiled statutes, and all applicable Village ordinances, resolutions, rules and regulations.

G. A facsimile copy of this Lease and any signatures thereon shall be considered for all purposes as originals.

H. Each Party acknowledges that its legal counsel participated in the preparation and drafting of this Lease, and that each has been or has had the opportunity to be represented by counsel of its own choice throughout all negotiations which preceded the execution of this Lease, and that they have executed this Lease with the consent and upon the advice of said counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be

resolved against the drafting party shall not apply to the interpretation of this Lease or any addenda, amendments or exhibits thereto to favor any party against the other.

I. {tc "8.1 Representations of the Village" \f m}Lessor hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Lease and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Lease constitutes the legal, valid and binding obligation of the Lessor, enforceable in accordance with its terms.

J. {tc "8.2 Representations of the Developer" \f m}Lessee hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Lease and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Lease constitutes the legal, valid and binding obligation of the Lessee, enforceable in accordance with its terms.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Lease to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as of the Effective Date.

**“LESSOR”:**

**VILLAGE OF COAL CITY, ILLINOIS**

an Illinois municipal corporation.

By: \_\_\_\_\_  
Terry Halliday,  
Village President

(SEAL)

Attest:

\_\_\_\_\_  
Pamela Noffsinger,  
Village Clerk

**“LESSEE”:**

**RANDY A. ALDERSON**

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

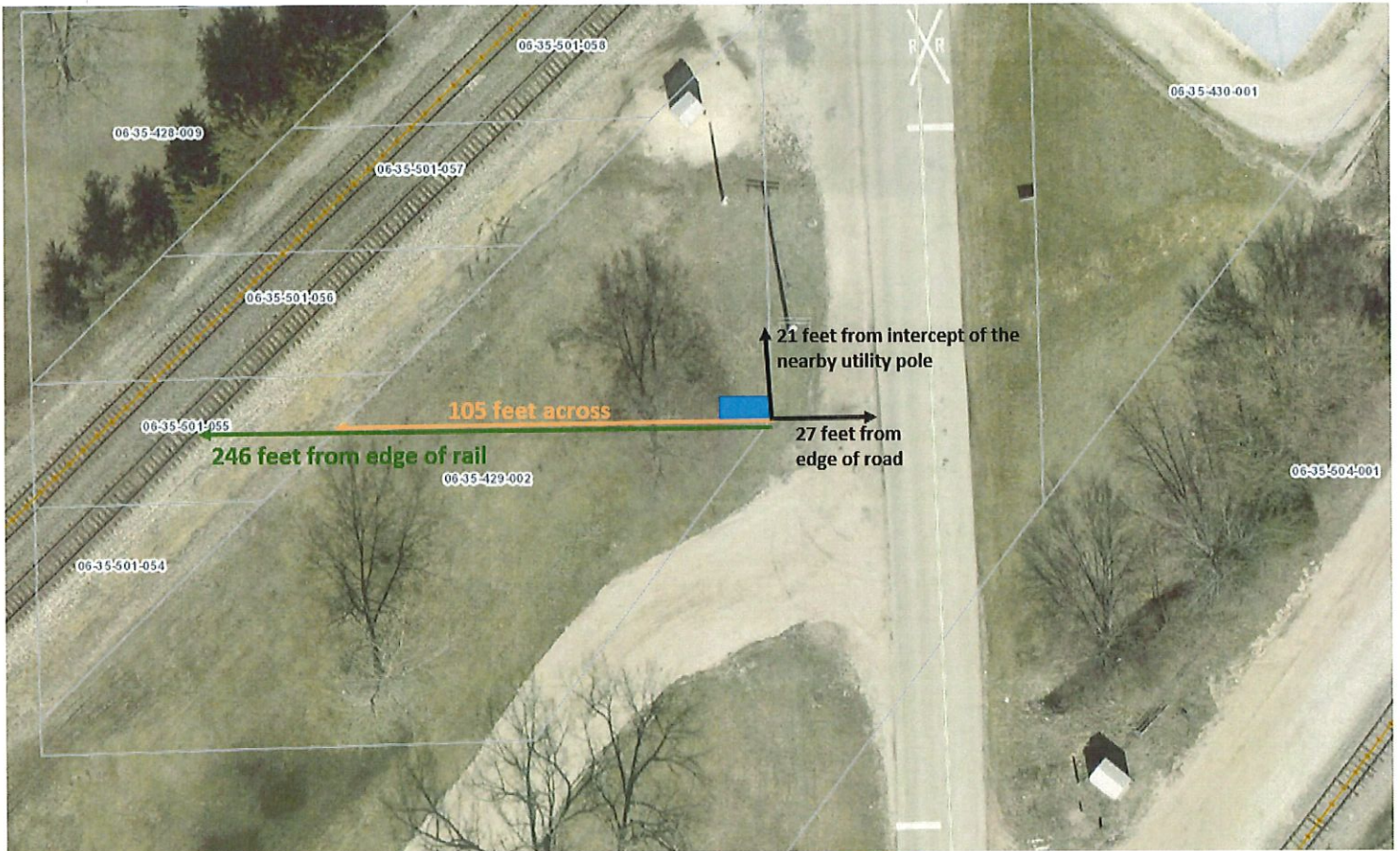
ALL THAT PORTION OF LOTS 13 THROUGH 18 LYING SOUTHEAST OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY RIGHT OF WAY IN BLOCK 23, SITUATED IN THE VILLAGE OF EILEEN, GRUNDY COUNTY, ILLINOIS.

PIN 06-35-429-002

**EXHIBIT B**

**LEASED PREMISES**

**Fifth Avenue Storage Signage License Exhibit**




 Location of license Signage placement

EXHIBIT C

APPROVED SIGN

 **SIGNS THAT ROCK**  
\_ .com \_

**PROOF 1** for



**BIG**  
STORAGE  
SOLUTIONS

Boats - Campers - Rvs  
(815)201-2232

1503 CR 2700 N.  
Rantoul, IL 61866  
217-892-2954

**Boulder Size-**  
**Boulder Price-**



**MEMO**

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

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

**MEETING**

**DATE:** October 13, 2021

**RE: VACATION OF RIGHT OF WAY SURROUNDING THE RESIDENCE AT  
55 N. SECOND AVE.**

The Village has been working with the Esparza family for over a year to finalize the means of vacating a portion of the right of way in which the house is constructed. In addition, there is an old right of way on the east side of the home that has been maintained by the family for many years. This area does not have utilities and is not one that is foreseen to receive asphalt for a new roadway in the future.

The Village recently sold the storage ground to the north of their home and the new owner is looking to have traffic enter from Fifth Avenue. This allows the right of way to be finalized. After adoption of this ordinance, the home will no longer be in the street's right of way and the former street on the east will be vacated directly to the homeowners who have taken care of this property for decades. The value for this land is equal to the future maintenance that will take place as the homeowners continue to take care of this land.

Included within the attachment is the right of way to be split between the adjacent neighbors. The railroad does not wish to be involved in any part of this transaction, so this will be updated and the legal description will be inserted upon its adoption. The right of way in its entirety shall be vacated so there is no remaining orphan parcel.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Vacating portions of the right of way surrounding 55 N. Second Ave.

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

---

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

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**AN ORDINANCE VACATING AND CONVEYING TITLE TO PORTIONS OF RIGHTS  
OF WAY TO ABUTTING PROPERTY OWNER  
(RAILROAD AVENUE AND SECOND STREET TO PIN 06-35-460-003)**

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

SARAH BEACH  
ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
DAVID SPESIA  
DAVID TOGLIATTI  
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 \_\_\_\_\_, 2021

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

**AN ORDINANCE VACATING AND CONVEYING TITLE TO PORTIONS OF RIGHTS  
OF WAY TO ABUTTING PROPERTY OWNER  
(RAILROAD AVENUE AND SECOND STREET TO PIN 06-35-460-003)**

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

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

**WHEREAS**, Gonzala Esparza is the Owner of record of certain real property commonly known as 55 N. 2<sup>nd</sup> Avenue in Coal City, Grundy County, Illinois bearing permanent index number 06-35-460-003 and legally described in **Exhibit A** (the “*Abutting Property*”); and

**WHEREAS**, the Owner has petitioned the Village for the vacation of that portion of unimproved Railroad Avenue east of and adjacent to the Abutting Property; and

**WHEREAS**, the Owner and Village have determined that the single-family residence located on the Abutting Property encroaches into the public right of way known as Second Street (commonly known as Second Avenue) along and near the southwestern border of the Abutting Property and are desirous to eliminate this encroachment through the vacation of the easternmost 20’ of Second Street to the Abutting Property, such that the improvements on the Abutting Property are legally situated within the expanded borders of the Abutting Property following the vacation provided for herein; and

**WHEREAS**, the Village has found and determined that the property owner abutting the subject portion of Railroad Avenue to the east does not wish to take title to the vacated territory; and

**WHEREAS**, the Village is granted the authority and power to vacate streets and Rights of Ways or portions thereof pursuant to Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, upon a finding that the public interest will be served by such vacation; and

**WHEREAS**, the Village President and Board of Trustees (the “*Corporate Authorities*”) find that there is no current or future public use for the portion of unimproved Railroad Avenue and the easternmost 20 feet of Second Street depicted on the plat of vacation prepared by Chamlin & Associates, Inc., consisting of one sheet, dated September 1, 2021, attached as **Exhibit B** (the “*Vacation Plat*”) and, by this reference, made a part of this Ordinance and legally described as:

PART OF SECOND STREET AND PART OF RAILROAD AVENUE ADJACENT TO BLOCK 7 IN COAL BRANCH JUNCTION, VILLAGE OF EILEEN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 7, THENCE NORTH 87 DEGREES 34 MINUTES 25 SECONDS EAST 42.41 FEET ALONG THE NORTH LINE OF SAID BLOCK 7 EXTENDED EASTERLY TO ITS INTERSECTION WITH THE CENTERLINE OF SAID RAILROAD AVENUE, THENCE SOUTH 36 DEGREES 29 MINUTES 11 SECONDS WEST 302.59 FEET ALONG THE CENTERLINE OF SAID RAILROAD AVENUE TO ITS INTERSECTION WITH A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 7, THENCE NORTH 1 DEGREE 19 MINUTES 44 SECONDS WEST 235.49 FEET ALONG A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 7 TO ITS INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 7 EXTENDED WESTERLY, THENCE NORTH 87 DEGREES 34 MINUTES 25 SECONDS EAST 20.0 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 7 TO THE NORTHWEST CORNER OF SAID BLOCK 7, THENCE SOUTH 1 DEGREE 19 MINUTES 44 SECONDS EAST 156.28 FEET ALONG THE WEST LINE OF SAID BLOCK 7 TO THE SOUTH CORNER OF SAID BLOCK 7, THENCE NORTH 36 DEGREES 29 MINUTES 11 SECONDS EAST 200.81 FEET ALONG THE EASTERLY LINE OF SAID BLOCK 7 TO THE NORTHEAST CORNER OF SAID BLOCK 7, THE POINT OF BEGINNING, CONTAINING 0.281 ACRE MORE OR LESS ALL SITUATED IN COAL CITY, ILLINOIS.

(“*Vacated Rights of Way*”) and further find it to be in the public interest to vacate the Vacated Rights of Way and convey title thereto to Owner; and

**WHEREAS**, the Corporate Authorities desire to be relieved from the burden and responsibility of maintaining the Vacated Rights of Way and, after due investigation and consideration, the Corporate Authorities find and determine that the relief to the public from eliminating the burden and responsibility of maintaining the Vacated Rights of Way is a public interest supporting its vacation; and

**WHEREAS**, the Corporate Authorities further determine that the value of the future maintenance of the Vacated Rights of Way is equal to the fair market value of the Vacated Rights of Way to be acquired by Owner, as provided in this Ordinance and the Corporate Authorities hereby accept Owner's future maintenance as compensation for the Vacated Rights of Way; and

**WHEREAS**, the Village shall cause a certified copy of this Ordinance and the Vacation Plat to be recorded with the Grundy County Recorder of Deeds, and the Village shall cause any associated quitclaim deeds to be executed, sealed, recorded and delivered as may be necessary to effectuate the vacation and conveyance of the Vacated Rights of Way to the Owner, subject to the reservation of easements noted herein and provided that the Owner reimburses the Village for its recording expenses.

**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. VACATION.**

A. In exchange for the compensation identified in the Recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Village hereby approves the Vacation Plat attached hereto as Exhibit B and, by this reference, made a part of this Ordinance, and the vacation of those certain portions of public rights of way located within the corporate limits of the Village and described herein as the Vacated Rights of Way, as depicted and legally described on the Vacation Plat. The Vacated Rights of Way are no longer required for public use and the the public interest will be served by this vacation. Title to the Vacated Rights of Way shall vest in Owner as owner of the Abutting Property. The Village President and Clerk are hereby, authorized and directed to execute and seal the Plat of Vacation. However, the Village reserves an easement for itself and public utilities upon the vacated portions of the streets for the installation, operation, and maintenance of water mains, sanitary sewers, storm sewers, cable television, telephone, gas, electric and other utility lines.

B. The Village Clerk shall file a certified copy of this Ordinance and the Plat of Vacation in the Office of the Recorder of Deeds, Grundy County, Illinois.

C. Village officials are hereby authorized to undertake such other and further tasks as may be necessary to effectuate the purposes of this Ordinance.

**SECTION 3. CONVEYANCE OF TITLE.** In exchange for the compensation identified in the Recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, title to the Vacated Rights of Way shall pass to Owner. If necessary or convenient to effectuate the purposes of this Ordinance and without need of further authorization, the Village Attorney is directed to prepare and the Village Clerk and Village President are hereby authorized and directed to execute and seal a quit claim deed conveying title to the Vacated Rights of Way as set forth herein.

#### **SECTION 4. RESERVATION OF UTILITY, DRAINAGE AND ENFORCEMENT**

**EASEMENTS.** Notwithstanding anything to the contrary in this Ordinance, a non-exclusive easement in, at, over, along, across, through, upon, and under the vacated Right-of-Way, including reasonable ingress to and egress from the vacated Right-of-Way, is hereby reserved for and granted to any utility provider, including the Village, and holders of existing franchises granted by the Village of Coal City and their respective successors and assigns (cumulatively, the “Easement Holders”) within the areas shown on the Plat as public utility and drainage easement to construct, install, reconstruct, repair, remove, replace, inspect, maintain and operate underground transmission and distribution systems and lines under the surface of the public utility and drainage easement, including without limitation to telephone, cable, gas mains, electric lines, cable television lines, facilities for the transmission and distribution of water, storm sewers, sanitary sewers and surface ditches and all necessary facilities appurtenant thereto, together with the right of access thereto for the personnel and equipment necessary and required for such uses and purposes.

The Easement Holders are hereby granted the right to enter upon the easement premises for the uses hereinabove set forth and the right to cut, trim, or remove any trees, shrubs or other plants with the easement area which interfere with the construction, installation, reconstruction, repair, removal, replacement, inspection, maintenance and operation of the transmission and distribution and drainage systems and lines and facilities appurtenant thereto. No new permanent buildings, structures or obstructions shall be constructed in, upon or over any areas designated as public utility and drainage easement areas on the Plat of Vacation, but such areas may be used for gardens, shrubs, trees, landscaping and other related purposes that do not unreasonably interfere with the uses herein described.

**SECTION 5. DISCLAIMER.** The Village of Coal City makes no warranties or any other representations concerning the Vacated Rights of Way including, but not limited to, matters of title, habitability, suitability, environmental hazard, zoning or market value.

**SECTION 6. REPEALER.** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7. 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 8. EFFECTIVENESS.** This Ordinance shall be effective upon the occurrence of the following events:

- (1) passage by at least a three-fourths supermajority vote of the Trustees then holding office, as required by law; and
- (2) publication in pamphlet form in the manner required by law; and
- (3) the recordation of a certified copy of this Ordinance together with the Plat of Vacation in the Office of the Grundy County Recorder.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Coal City,

Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

Mfritz\interdepartmentallegal\55 N Second Ave, Esparza Avenue Vacation



**EXHIBIT A**

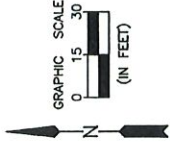
**ABUTTING PROPERTY LEGAL DESCRIPTION**

**EXHIBIT B**

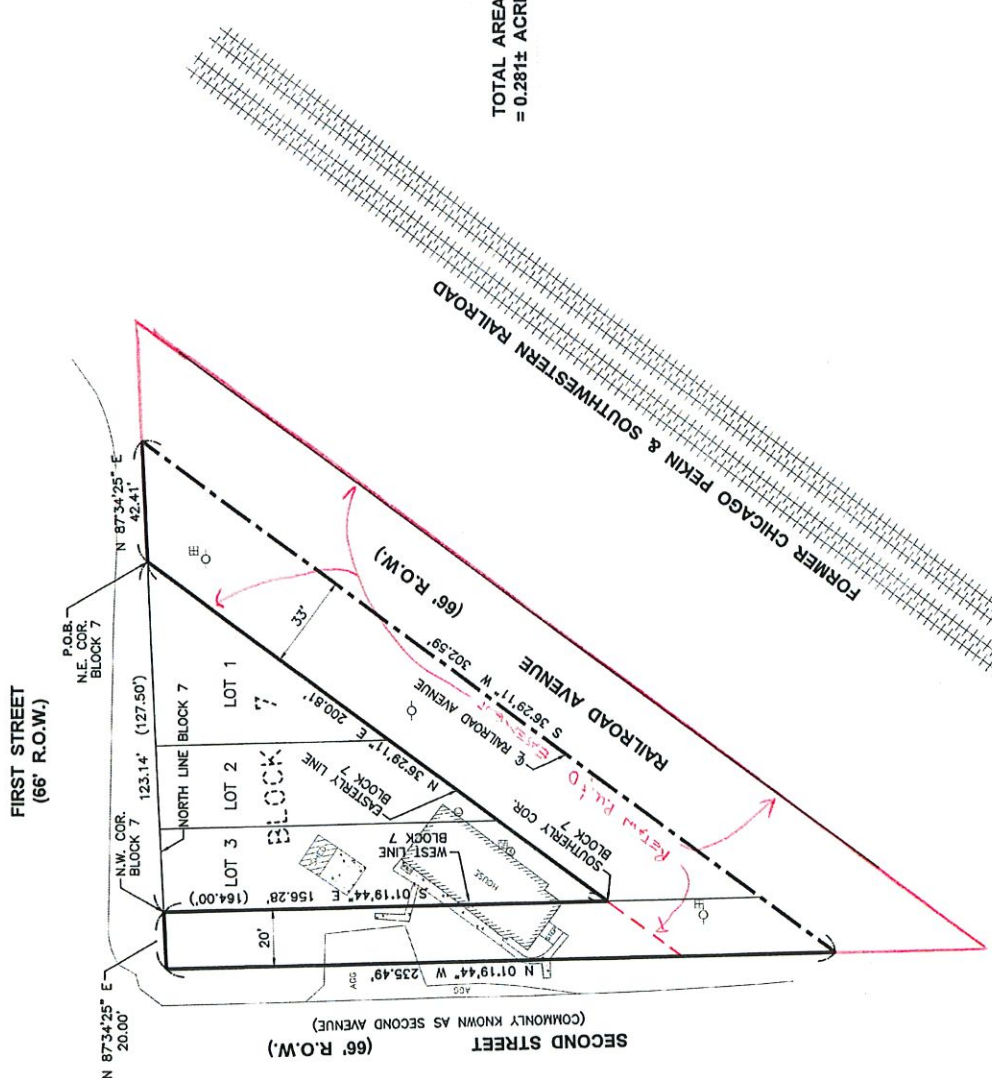
**PLAT OF VACATION**

(ATTACHED ON FOLLOWING PAGE)

**VACATION PLAT**  
 FOR  
**PART OF SECOND STREET AND PART OF RAILROAD AVENUE ADJACENT  
 TO BLOCK 7 IN COAL BRANCH JUNCTION, VILLAGE OF EILEEN  
 GRUNDY COUNTY, ILLINOIS**  
 SEPTEMBER, 2021



LEGEND	
	BOUNDARY OF SURVEY
	LOT LINE
	CENTERLINE
	RAILROAD TRACK
	UTILITY POLE
	TELEPHONE SPLICE BOX
	AC UNIT
	ELECTRIC METER
	GAS METER
	AGGREGATE SURFACE
	CONCRETE SURFACE
	BUILDING LINE
	RECORD DIMENSION (XX.XX)

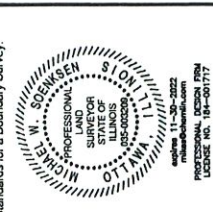


DATE: 09/2021	CHECKED BY: MWS	DRAWN BY: KED	REVISIONS
DATE: 09/2021	CHECKED BY: MWS	DRAWN BY: KED	REVISIONS

DESCRIPTION	DATE	BY

**VACATION PLAT**

CURRENT AS OF: 09/01/2021  
 SCALE: AS NOTED  
 SHEET 1 OF 1  
 FILE NO.: MB341.00Y-



**SURVEYOR'S CERTIFICATE**  
 We, Chamlin & Associates, Inc. do hereby certify that the within plat is a true and correct representation of a survey made under our direction.  
 This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.  
 Dated this 1st day of September, A.D., 2021  
 Michael W. Soelken  
 Professional Land Surveyor  
 No. 035-003209

PREPARED FOR: VILLAGE OF COAL CITY  
 CHAMLIN & ASSOCIATES, 218 W. LAFAYETTE ST., OTTAWA, ILLINOIS 61350 815-434-7225

PERU MORRIS  
 OTTAWA MENDOTA  
 ILLINOIS



## MEMO

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

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

**MEETING**

**DATE:** October 13, 2021

**RE: FINAL FY21 AUDIT**

Each year, the Village undergoes an audit to inspect the expenses and revenues that took place over the past fiscal year. This evening's audit pertains to the fiscal year that began on May 1, 2020 and ended on April 30, 2021. The audit is the subject of the Finance Committee discussion due to take place prior to the Board Meeting at 5:30pm.

Some of the main points and highlights of the audit were included within the packet. The full audit available for inspection at Village Hall. The general fund balance increased while the utilities fund slightly decreased due to the Board stalling the anticipated increase that was recommended prior to the pandemic taking place around the beginning of this past fiscal year. A major highlight within this year's audit was the amount of traction the pension fund gained on its unfunded liability. Due to the pension being very young since its establishment, the total funding value for the pension increased from 39% funded upwards to 49% funded; this is a significant increase and is due primarily to the fund having reached a point where more of its overall value could be held in equities.

**Recommendation:**

Receive and accept the FY21 Audit for the fiscal year ending April 30, 2021.



Phone: (815) 941-9833

1040 West Route 6 • Morris, IL 60450

Fax: (815) 941-9835

INDEPENDENT AUDITOR'S REPORT

To the Village Mayor  
and Board of Trustees  
Village of Coal City, Illinois

**VILLAGE OF COAL CITY, ILLINOIS**  
**INDEPENDENT AUDITORS' REPORT**  
**ANNUAL FINANCIAL REPORT**

APRIL 30, 2021

We have audited the accompanying financial statements of governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Village of Coal City, Illinois, (the Village) as of and for the year ended April 30, 2021, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

The supplemental data section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Coal City, Illinois, as of April 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

**Other Matters**

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual fund financial statements and schedules, and supplemental data, are presented for purposes of additional analysis and are not a required part of the financial statements. The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

  
BRIAN ZABEL & ASSOCIATES, P.C.  
Certified Public Accountants

Morris, Illinois  
October 1, 2021

**Village of Coal City  
Management's Discussion and Analysis  
April 30, 2021**

This section of the Village of Coal City's (the "Village") Financial Report (APR) presents Management's Discussion and Analysis (MD&A) of the Village's financial activities during the fiscal year ended April 30, 2021. It is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the Village's financial activity, (3) identify any material deviation from the financial plan (the approved budget), and (5) identify fund issues or concerns. This narrative is offered as a means to allow the reader a better understanding of the accompanying financial statements.

**Financial Highlights**

- The assets of the Village of Coal City exceeded its liabilities at the close of the most recent fiscal year by \$46,238,435 (net position). Net position increased by \$319,288 during fiscal year 2021.
- The Village's total assets increased by \$1,030,606 during the fiscal year ending April 30, 2021. Governmental net position increased \$1,066,840.
- As of the close of the current fiscal year, the Village of Coal City's governmental funds reported combined ending fund balances of \$2,801,063, an increase of \$572,129 in comparison with the prior year. Approximately 33% of this total amount, \$911,891, is available for spending at the government's discretion (unrestricted, unassigned fund balance).
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$915,788 or 25% of General Fund expenditures.

**Financial Statement Structure**

The discussion and analysis are intended to serve as an introduction to the Village of Coal City basic financial statements. The Village of Coal City's basic financial statements are comprised of three components:

- (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The very end of the report also contains required supplementary information regarding the bonds issued by the village.

**Government-Wide Financial Statements**

The government-wide financial statement, found on pages 4-6, are designed to provide readers a broad perspective of the Village's finances, in a manner similar to a private-sector business. This is done by consolidating all of the Village's financial activity into one set of financial statements. The *statement of net position* (pages 4-5) presents information on all of the Village's assets and liabilities, with the difference between the two reported as *net position*. The focus of the Statement

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MD&A - 1

of Net Position (the "unrestricted Net Position") is designed to be similar to bottom line results for the Village and its governmental and business-type activities. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus. Over time, increases or decreases in net position might serve as a useful indicator of whether the financial position of the Village of Coal City is improving or deteriorating.

The *statement of activities* (page 6) presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave) and is focus on both the gross and net cost of various activities (including governmental and business-type), which are supported by the Village's general taxes and other resources. This is intended to summarize and simplify the user's analysis of the cost of various government services and/or subsidy to various business-type activities.

The Governmental Activities reflect the Village's basic services, including police, public works, highways and streets, culture and recreation, and general administration. Property taxes, shared state sales taxes, local telecommunications taxes, and shared state income taxes finance the majority of these activities. The Business-Type Activities reflect private sector-type operations (Water Fund), where the fee for service typically covers all or most of the cost of operation including depreciation.

**Fund Financial Statements**

The fund financial statements begin on page 7 and run through page 18. A *fund* is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Village of Coal City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Fund Financial Statements allow the demonstration of sources and uses and/or budgeting compliance associated therewith. Traditional users of governmental financial statements will find the Fund Financial Statements presentation more familiar. The focus is now on major funds, rather than fund types. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental Funds.** *Governmental funds* are used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar

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information presented for *governmental activities* in government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Village maintains 10 individual governmental funds; 5 major funds and 5 nonmajor funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Government Fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, Debt Service Fund, TIF Fund, SSA Fund, and Capital Improvements Fund, which are considered to be major funds. Data from the other five governmental funds are combined into a single, aggregated presentation referred to as Nonmajor Funds. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The Village adopts an annual budget for its general fund. Budgetary comparison schedules have been provided to demonstrate compliance with the budget.

The basic governmental fund financial statement can be found beginning on page 7 of this report.

**Proprietary Funds.** The Village of Coal City maintains three major proprietary funds. *Enterprise Funds* are used to report the same functions presented in Business-type Activities in the Government-Wide Financial Statements. The Village has three major enterprise funds, the Water and Sewer Fund, the Garbage Fund, and the Sewer Infrastructure Improvement Fund.

Proprietary fund Financial Statements (pages 14-16) provide the same type of information as the Government-Wide Financial Statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer Fund, the Garbage Fund, and the Sewer Infrastructure Improvement Fund, which are considered major funds of the Village and are presented in separate columns in the Fund Financial Statements.

**Fiduciary Funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resource of those funds are not available to support the Village of Coal City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 17 and 18 of this report.

#### Notes of the Financial Statements

The notes to the financial statements provide information essential to the full understanding of the data provided in the Government-Wide Fund financial Statements. These notes to the financial statements can be found immediately following the Basic Financial Statements section of the report beginning on page 19.

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#### Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* including the general fund budgetary schedules and data concerning the Village's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found immediately following the notes to the financial statements beginning on page 49.

#### Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village of Coal City, assets exceeded liabilities by \$46,238,435 as of April 30, 2021.

By far the largest portion of the Village of Coal City's net position (106%) reflects its investment in capital assets (e.g. land, buildings, machinery, and equipment); less any related debt used to acquire those assets that is still outstanding. The Village of Coal City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Village of Coal City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

At the end of the current fiscal year, the Village of Coal City is able to report positive balances in two of the three categories of net position, both for the government as a whole, as well as for its governmental activities. Business-type activities reported positive balances in all three of the categories.

The Village's total net position increased by \$1,030,606 during the fiscal year. Governmental net position increased \$1,066,840. Business-type net position decreased \$36,234.

(See independent auditor's report)  
MD&A - 4



### General Fund Budgetary Highlights

Significant differences between the final budget and the actual revenues and expenditures are summarized as follows:

- The difference between the estimated revenues and the actual revenues was \$397,269 (favorable).
- The difference between the estimated expenditures and the actual expenditures was \$154,458 (favorable).

### Capital Assets and Long-term Debt

Governmental Capital Asset activity information is presented on pages 31 and 32. Net capital assets decreased by \$405,566 due to depreciation expense in the current year.

The Village of Coal City has long-term debt liabilities of \$9,296,411. Long-term debt decreased \$929,616 from the prior year due to debt payments. For details on the long-term debts of the Village of Coal City, see pages 33 through 36.

### Responsibility

Governmental Accounting Standards Board Statement Number 34 mandates that all local government's financial statement include a Management's Discussion and Analysis section. The goal is to give readers an objective, readable overview of the government's financial statements. The Village of Coal City is responsible for preparing this section. Consequently, any question regarding this narrative specifically, or the Village's audit report generally, may be addressed to the Village of Coal City, 515 S. Broadway, Coal City, IL, 60416.

VILLAGE OF COAL CITY, ILLINOIS

STATEMENT OF NET POSITION

April 30, 2021

	Governmental	Proprietary	Total	
	Activities	Fund Type	2021	2020
	General	Enterprise		
<b>ASSETS</b>				
Current Assets				
Cash in bank and investments	\$ 2,989,934	\$ 683,876	\$ 3,673,810	\$ 3,067,045
Motor fuel tax receivable	-	-	-	-
Property taxes receivable	3,070,846	-	3,070,846	3,508,360
Other receivables	4,000	43,766	47,766	169,086
Customer prepaids	-	22,483	22,483	27,369
Total current assets	6,064,780	750,125	6,814,905	6,771,860
Noncurrent assets				
Net pension asset, IMRF	618,011	-	618,011	29,761
Capital assets				
Infrastructure	59,370,942	4,795,051	64,165,993	63,613,103
Building, improvements, and land	6,461,109	-	6,461,109	6,453,055
Equipment and vehicles	4,846,091	972,697	5,818,788	5,427,469
Accumulated depreciation	(17,480,320)	(861,909)	(18,342,229)	(16,984,400)
Total noncurrent assets	53,815,833	4,905,839	58,721,672	58,538,988
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred outflows, IMRF	358,731	-	358,731	544,188
Deferred outflows, Police Pension	916,467	-	916,467	1,198,212
Total Deferred Outflows of Resources	1,275,198	-	1,275,198	1,742,400
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>				
	<u>\$ 61,155,811</u>	<u>\$ 5,655,964</u>	<u>\$ 66,811,775</u>	<u>\$ 67,053,248</u>
<b>LIABILITIES</b>				
Current Liabilities				
Accounts and other payables	\$ 192,871	\$ 848	\$ 193,719	\$ 196,184
Compensated absences	621,961	-	621,961	586,245
Noncurrent Liabilities				
Net pension liability	5,042,422	-	5,042,422	5,936,190
Due within one year	820,120	71,259	891,379	1,182,443
Notes payable	533,321	-	533,321	615,614
Long-term bonds payable	7,169,918	701,793	7,871,711	8,427,970
Total Liabilities	14,380,613	773,900	15,154,513	16,944,646
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unearned property taxes	3,070,846	-	3,070,846	3,508,360
Deferred inflows, IMRF	857,961	-	857,961	551,397
Deferred inflows, Police Pension	1,490,020	-	1,490,020	841,016
Total deferred inflows of resources	5,418,827	-	5,418,827	4,900,773
Total liabilities and deferred inflow of resources	19,799,440	773,900	20,573,340	21,845,419

See accompanying notes to financial statements.

VILLAGE OF COAL CITY, ILLINOIS

STATEMENT OF NET POSITION

April 30, 2021

	Governmental	Proprietary	Total	
	Activities	Fund Type	2021	2020
	General	Enterprise		
NET POSITION				
Net investment in capital assets	44,674,463	4,132,787	48,807,250	48,283,200
Restricted				
General government	221,219	-	221,219	213,213
Parks	45,549	-	45,549	106,421
TIF projects	1,061,444	-	1,061,444	887,878
Highways and streets	24,896	-	24,896	170,000
Debt service	516,071	-	516,071	195,718
Unrestricted	(5,187,271)	749,277	(4,437,994)	(4,648,601)
Total Net Position	41,356,371	4,882,064	46,238,435	45,207,829
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURNCES, AND NET POSITION	<u>\$ 61,155,811</u>	<u>\$ 5,655,964</u>	<u>\$ 66,811,775</u>	<u>\$ 67,053,248</u>

See accompanying notes to financial statements.

VILLAGE OF COAL CITY, ILLINOIS

GENERAL FUND

SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended April 30, 2021

	Original Budget	Final Budget	Actual
<b>REVENUES</b>			
Property taxes - general corporate	\$ 782,701	\$ 782,701	\$ 775,200
Police pension	586,500	586,500	585,193
Road and bridge	82,000	82,000	81,543
Municipal sales tax	550,000	550,000	572,652
Use tax	175,000	175,000	254,358
Utility and excise taxes	377,000	377,000	359,422
Illinois replacement income taxes	22,000	22,000	22,673
Illinois income tax	612,000	612,000	640,478
Illinois video gaming tax	60,000	60,000	40,975
Police grant	1,100	1,100	3,833
Liquor licenses	9,000	9,000	6,925
Gaming licenses	3,500	3,500	2,513
Other licenses	1,000	1,000	50
Contractors permits	20,000	20,000	17,300
Building permits	47,000	47,000	80,447
Cable TV franchise fees	73,000	73,000	72,071
Coal City School District reimbursement	172,884	172,884	153,696
State grants	14,000	14,000	287,178
Fines	32,500	32,500	30,386
Interest on deposits	8,000	8,000	2,576
Donations	-	-	-
Other revenues	35,000	35,000	71,985
<b>Total revenues</b>	<b>3,664,185</b>	<b>3,664,185</b>	<b>4,061,454</b>
<b>EXPENDITURES</b>			
Administrative and general	656,703	656,703	760,984
Police protection	2,289,675	2,289,675	2,256,213
Street and alley	670,584	670,584	537,635
Building department	223,412	223,412	130,937
Emergency and safety	16,150	16,150	16,297
Contingencies	-	-	-
<b>Total expenditures</b>	<b>3,856,524</b>	<b>3,856,524</b>	<b>3,702,066</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(192,339)</b>	<b>(192,339)</b>	<b>359,388</b>

(See independent auditor's report.)

VILLAGE OF COAL CITY, ILLINOIS

GENERAL FUND

SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended April 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
OTHER FINANCING SOURCES (USES)			
Operating transfer (to) from -	-	-	(386,745)
Issuance of debt	-	-	60,000
Total other financing sources	-	-	(326,745)
NET CHANGE IN FUND BALANCE	<u>\$ (192,339)</u>	<u>\$ (192,339)</u>	32,643
FUND BALANCE, MAY 1			<u>883,145</u>
FUND BALANCE, APRIL 30			<u>\$ 915,788</u>

(See independent auditor's report.)

**VILLAGE OF COAL CITY, ILLINOIS**  
**OPERATION AND MAINTENANCE FUND**  
**SCHEDULE OF REVENUES, EXPENSES AND**  
**CHANGES IN NET POSITION - BUDGET AND ACTUAL**

For the Year Ended April 30, 2021

	Original Budget	Final Budget	Actual
<b>OPERATING REVENUES</b>			
Water and sewer charges	\$ 1,655,000	\$ 1,655,000	\$ 1,561,523
Water and sewer tap on fees	56,000	56,000	77,270
Water meter assessments collected	10,000	10,000	9,137
Total operating revenues	<u>1,721,000</u>	<u>1,721,000</u>	<u>1,647,930</u>
<b>OPERATING EXPENSES</b>			
Personnel services	557,725	557,725	559,539
Contractual services	731,640	731,640	659,448
Materials and supplies	54,000	54,000	47,772
Other Expense	20,000	20,000	14,848
Capital Outlay	184,354	184,354	624
Depreciation	-	-	84,247
Total operating expenses	<u>1,547,719</u>	<u>1,547,719</u>	<u>1,366,478</u>
OPERATING INCOME	<u>173,281</u>	<u>173,281</u>	<u>281,452</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Investment income	10,000	10,000	628
Impact fees	-	-	-
Debt service			
Principal retirement	(71,259)	(71,259)	-
Interest and fiscal charges	(20,665)	(20,665)	(23,666)
Other income (expense)	6,000	6,000	6,718
Total nonoperating revenues (expenses)	<u>(75,924)</u>	<u>(75,924)</u>	<u>(16,320)</u>
<b>OPERATING TRANSFERS</b>			
Transfers	-	-	(289,770)
NET CHANGE IN NET POSITION	<u>\$ 97,357</u>	<u>\$ 97,357</u>	(24,638)
NET POSITION, MAY 1			<u>1,018,110</u>
NET POSITION, APRIL 30			<u>\$ 993,472</u>

(See independent auditors' report.)

**VILLAGE OF COAL CITY, ILLINOIS**  
**NOTES TO FINANCIAL STATEMENTS**  
April 30, 2021

6. LONG-TERM DEBT (Continued)

c. Legal Debt Margin

The Village is a non-home municipality

ASSESSED VALUATION - 2020 (LATEST AVAILABLE)	\$ 130,028,427
LEGAL DEBT LIMIT - 8.625% OF ASSESSED VALUATION	11,214,952
AMOUNT OF DEBT APPLICABLE TO DEBT LIMIT	6,910,000
LEGAL DEBT MARGIN	\$ 4,304,952

Chapter 65, Section 5/8-5-1 of the Illinois Compiled Statutes provides, "...no municipality having a population of less than 500,000 shall become indebted in any manner of for any purpose, to an amount, including existing indebtedness in the aggregate exceeding 8.625% on the value of the taxable property therein, to be ascertained by the last assessment for state and county purposes, previous to the incurring of the indebtedness or, until January 1, 1983, if greater, the sum that is produced by multiplying the municipality's 1978 equalized assessed valuation by the debt limitation percentage in effect on January 1, 1979.")

d. Debt Service Requirements to Maturity

Annual debt service requirements to maturity on long-term debt are as follows:

Governmental Activities

First Midwest Bank			Santander Leasing		
Fiscal Year	Principal	Interest	Fiscal Year	Principal	Interest
Ending April 30			Ending April 30		
2022	76,507	6,108	2022	88,000	2,631
2023	78,066	4,449	2023	-	-
2024	79,657	2,859	2024	-	-
2025	81,284	1,239	2025	-	-
<b>TOTALS</b>	<b>\$ 315,514</b>	<b>\$ 14,655</b>	<b>TOTALS</b>	<b>\$ 88,000</b>	<b>\$ 2,631</b>

Midland States Bank			Bank of Pontiac		
Fiscal Year	Principal	Interest	Fiscal Year	Principal	Interest
Ending April 30			Ending April 30		
2022	150,625	4,856	2022	67,500	-
<b>TOTALS</b>	<b>\$ 150,625</b>	<b>\$ 4,856</b>	<b>TOTALS</b>	<b>\$ 67,500</b>	<b>\$ -</b>

**VILLAGE OF COAL CITY, ILLINOIS**  
**NOTES TO FINANCIAL STATEMENTS**  
April 30, 2021

6. LONG-TERM DEBT (Continued)

d. Debt Service Requirements to Maturity

Annual debt service requirements to maturity on long-term debt are as follows:

Governmental Activities (Continued)

Fiscal Year	<b>G.O. Bonds, Series 2013</b>		Fiscal Year	<b>G.O. Bonds, Series 2015</b>	
Ending April 30	<u>Principal</u>	<u>Interest</u>	Ending April 30	<u>Principal</u>	<u>Interest</u>
2022	-	34,808	2022	220,000	139,500
2023	350,000	34,808	2023	235,000	128,500
2024	415,000	18,883	2024	245,000	116,750
2025	-	-	2025	255,000	104,500
2026	-	-	2026	270,000	91,750
2027	-	-	2027-2031	1,565,000	242,500
<b>TOTALS</b>	<b><u>\$ 765,000</u></b>	<b><u>\$ 88,498</u></b>	<b>TOTALS</b>	<b><u>\$ 2,790,000</u></b>	<b><u>\$ 823,500</u></b>

Fiscal Year	<b>G.O. Bonds, Series 2015 Rfd</b>		Fiscal Year	<b>Terrance Kunes Note</b>	
Ending April 30	<u>Principal</u>	<u>Interest</u>	Ending April 30	<u>Principal</u>	<u>Interest</u>
2022	265,000	167,750	2022	19,988	1,537
2023	280,000	154,500	2023	20,487	1,037
2024	295,000	140,500	2024	21,000	525
2025	310,000	125,750	2025	-	-
2026	325,000	110,250	2026	-	-
2027-2031	1,880,000	291,500	2027	-	-
<b>TOTALS</b>	<b><u>\$ 3,355,000</u></b>	<b><u>\$ 990,250</u></b>	<b>TOTALS</b>	<b><u>\$ 61,475</u></b>	<b><u>\$ 3,099</u></b>

Business-Type Activities

Fiscal Year	<b>IEPA Loan - Tower</b>	
Ending April 30	<u>Principal</u>	<u>Interest</u>
2022	73,052	18,873
2023	74,890	17,035
2024	76,774	15,151
2025	78,705	13,220
2026	80,685	11,240
2027-2031	388,947	24,712
<b>TOTALS</b>	<b><u>\$ 773,053</u></b>	<b><u>\$ 100,231</u></b>



**VILLAGE OF COAL CITY, ILLINOIS**  
**SCHEDULE OF CHANGES IN THE EMPLOYER'S NET PENSION LIABILITY**  
**AND RELATED RATIOS - POLICE PENSION FUND**

Year Ended April 30, 2021

	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability	\$ 375,969	\$ 373,335	\$ 320,896	\$ 298,885	\$ 283,303	\$ 252,149	\$ 192,036
Service cost	501,814	494,444	467,668	436,318	434,384	313,051	341,455
Interest	-	13,860	-	-	-	-	-
Changes of benefit terms	(405,174)	(271,050)	(115,466)	12,785	(387,813)	(596)	113,212
Differences between expected and actual experience	-	(207,616)	412,873	-	(119,676)	1,802,952	360,934
Changes of assumptions	(302,256)	(172,577)	(169,487)	(186,489)	(163,576)	(159,457)	(227,990)
Benefit payments, including refunds of member contributions	170,353	230,396	916,484	561,499	46,622	2,208,099	779,647
Net change in total pension liability	9,734,674	9,504,278	8,587,794	8,026,295	7,979,673	5,771,574	4,991,927
Total Pension Liability - Beginning	\$ 9,905,027	\$ 9,734,674	\$ 9,504,278	\$ 8,587,794	\$ 8,026,295	\$ 7,979,673	\$ 5,771,574
Total Pension Liability - Ending	\$ 584,060	\$ 564,733	\$ 526,386	\$ 506,931	\$ 308,185	\$ 299,398	\$ 222,246
Plan Fiduciary Net Position	95,999	88,517	76,810	74,077	79,826	79,760	142,487
Contributions - employer	712,503	166,594	183,041	49,913	29,112	51,504	65,469
Contributions - member	(302,256)	(172,577)	(169,487)	(186,489)	(163,576)	(159,457)	(227,990)
Net investment income	(26,185)	(38,176)	(27,210)	(24,744)	(19,575)	(17,750)	(20,817)
Benefit payments, including refunds of member contributions	1,064,121	609,091	589,540	419,688	233,972	253,455	181,395
Other	3,798,484	3,189,393	2,599,853	2,180,165	1,946,193	1,692,738	1,511,343
Net change in plan fiduciary net position	\$ 4,862,605	\$ 3,798,484	\$ 3,189,393	\$ 2,599,853	\$ 2,180,165	\$ 1,946,193	\$ 1,692,738
Plan Fiduciary Net Position - Beginning	\$ 5,042,422	\$ 5,936,190	\$ 6,314,885	\$ 5,987,941	\$ 5,846,130	\$ 6,033,480	\$ 4,078,836
Plan Fiduciary Net Position - Ending	49.09%	39.02%	33.56%	30.27%	27.16%	24.39%	29.33%
Employer's Net Pension Liability (Asset)	922,254	893,224	839,460	828,164	802,096	855,876	726,337
Plan fiduciary net position as a percentage of the total pension liability (asset)	546.75%	664.58%	752.26%	723.04%	728.86%	704.95%	561.56%
Covered-employee payroll							
Employer's net pension liability as a percentage of covered-employee payroll							

*This is a 10-year schedule - however, the information is not required to be presented retroactively. Information will be added to this schedule until 10 years of information is available.*

(See independent auditor's report.)

**MEMO**

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

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

**MEETING**

**DATE:** October 13, 2021

**RE: RECEPTION OF PROPOSALS FOR 25 S. BROADWAY**

The Village has undergone negotiations for a retail development at the southeast corner of S. Broadway and Division for about three years involving the placement of retail franchises. Rather than undergo a piece meal redevelopment of the area, the Village has received a proposal by which adjacent parcels will be consolidated to make room for the construction of new modern retail spaces.

Attached is a memo from the Village Attorney explaining the process by which the Village may open up to receive alternative proposals for the property or proceed with the proposal it has brokered to redevelop the property. Copies of the current redevelopment agreement exist at Village hall and are available for inspection for anyone wishing to provide an alternative proposal.

**Recommendation:**

Authorize the placement of a Public Notice to Receive Redevelopment Concepts for the Property at 25 S. Broadway.



A Professional Corporation  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563  
www.ancelglink.com

Mark R. Heinle  
mheinle@ancelglink.com  
(P) 331.457.4415  
(F) 630.596.4611

## MEMORANDUM

**To:** Mayor Halliday and Trustees  
**CC:**  
**From:** Mark R. Heinle  
**Subject:** 25 S. Broadway Sale Process  
**Date:** June 21, 2019

---

The Village periodically discussed the sale of 25 S. Broadway (PIN 09-02-101-004) [the “Village Property”] in connection with several development concepts that have been floated for the assemblage of the Village Property with several parcels immediately north of it. There are several alternative procedures that may be followed to sell Village-owned property. In the case of the Village Property, which is located in a tax increment financing district, the simplest method is set out below.

The Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (“*TIF Act*”) grants broad authority to municipalities to encourage economic development. In pertinent part, the TIF Act allows municipalities to:

acquire by purchase, donation, lease or eminent domain; own, *convey, lease, mortgage or dispose of land and other property, real or personal*, or rights or interests therein, and grant or acquire licenses, easements, and options with respect thereto, *all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project.*

65 ILCS 5/11-74.4-4(c) (emphasis added).

The TIF Act further states that a municipality must adopt an ordinance authorizing the sale of land, and that:

no conveyance, lease, mortgage, or other disposition of land owned by a municipality . . . *shall be made without making public disclosure of the terms of the disposition and all bids and proposals* made in response to the municipality’s request. The procedures for obtaining such bids and proposals *shall provide reasonable opportunity for any person to submit alternative proposals or bids.*

ANCEL GLINK

June 21, 2019

Page 2

(*Id.*) (emphasis added).

These provisions govern the sale of land owned by the Village under TIF Act. Prior to selling a property, the Village may negotiate the terms of a redevelopment agreement with a single developer. The terms of sale – including the sale price – may be set by the Village at a lower rate than the property’s appraised or fair market value, if such a compromise is viewed as being “reasonably necessary” to achieve the TIF district’s objectives. It is not unusual for a municipality to offer a steep or total discount of the property’s sale price as a TIF incentive.

Here, the Village negotiated extensively in 2018 with a development group interested in the Village Property. Administrator Fritz indicates that the development group or closely related entities appear prepared to enter into a deal substantially conforming to the proposed redevelopment agreement. With an agreement in principle with a developer largely in place, the Village may publish a notice that: 1) informs the public that the draft agreement is available for review; and 2) invites alternate proposals to be submitted by a specific date. It is unusual for communities to receive a serious proposal in response to the notice. If the Village receives a proposal, it may be presented to the Village Board for consideration alongside the thoroughly negotiated redevelopment agreement with the preferred developer/development concept. The Village Board may then choose which proposal it prefers and adopt an ordinance approving the redevelopment agreement.

The redevelopment agreement incorporates the sale terms of the Village Property by including a purchase and sale agreement as an exhibit to the draft redevelopment agreement. After the board adopts an ordinance approving the redevelopment agreement, the Village can simply follow the provisions of the purchase and sale agreement to close the transaction.

The draft redevelopment agreement provides for numerous conditions that must be satisfied before the Village is obligated to actually sell the Village Property for development, including, notably, the acquisition of the neighboring parcels, a Village-approved development concept, evidence of adequate financing, and other similar requirements designed to ensure that the discounted sale price is in support of an actionable development plan.

Where the developer fails to perform, the Village reserves to itself several alternative recourse methods, including requiring the developer to pay the Village \$105,000 to compensate the Village for parting with the Property at below-market value or actually being forced to reconvey the Village Property back to the Village.

**PUBLIC NOTICE  
VILLAGE OF COAL CITY, ILLINOIS  
INVITATION TO SUBMIT ALTERNATE PROPOSALS OR BIDS**

NOTICE IS HEREBY GIVEN that the Village of Coal City is accepting proposals to acquire and redevelop the real property commonly known as 25 S. Broadway, Coal City, Illinois 60416, bearing property tax identification number 09-02-101-004 (the "Subject Property"). The Subject Property is zoned C-4 Downtown Commercial and is presently vacant and unimproved. Proposals must be received by the Village by no later than 5:00 p.m. CST on November 5, 2021. Proposals shall be submitted on paper to the attention of the Village Clerk, 515 S. Broadway, Coal City, IL 60416. Information concerning the Subject Property and a copy of the draft redevelopment agreement and exhibits thereto concerning the Subject Property are available for review upon request at Coal City Village Hall, 515 S. Broadway, Coal City, IL 60416 during normal business hours. This notice is provided pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(c)). Questions concerning this notice should be directed to the Village of Coal City Administrator Matt Fritz at (815) 634-8608.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Pam Noffsinger, Village Clerk

**MEMO**

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

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

**MEETING**

**DATE:** October 13, 2021

**RE: PAYMENTS FOR 2021 STREETS PROJECTS**

The Village authorized work to be completed on this year's streets program. SKC Construction completed the crack sealant program and D Construction completed the culvert option for their contract in order to allow the Reed Road project to proceed.

The final payments for each have been provided. They are in line with the amount that was provided within the approved bids for each.

**Recommendation:**

- 1.) Approve the final crack filling payment for SKC Construction in the amount of \$32,364.60.
- 2.) Approve the Culvert construction work with a final payment to D Construction for \$17,000.



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

September 29, 2021

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

SUBJECT: Village of Coal City  
2021 Crack Filling  
Pay Request #1&Final

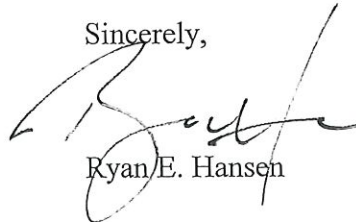
Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by SKC Construction, Inc. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	33,400.00
Completed Amount:	\$	32,364.60
Previous Payments:	\$	-
0% Retention	\$	-
	\$	<u>32,364.60</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$32,364.60 be made to SKC Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

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





# SKC Construction, Inc.

P.O. Box 503  
West Dundee, IL 60118

Phone (847)214-9800 Fax (847)214-9023

Customer ID 3186

Village of Coal City  
515 South Broadway  
Coal City, IL 60416

Phone (81)563-4868 Fax (815)634-2487

**Invoice# 9469**

Date 09/28/2021 Page# 1

Job ID 2021096

Vil of Coal City 2021 Crk Filling  
2021 Crack Fill Project  
Coal City, IL 60416

Description	Quantity	U/M	Price	Total
CLEAN & SEAL RANDOM CRACKS WITH HOT-APPLIED, SINGLE COMPONENT, POLYMERIC JOINT SEALANT PER ASTM 3405	19,380.00	LB	\$1.67	\$32,364.60

NET DUE 30 DAYS

Net Amount Due

\$32,364.60



Chamlin & Associates  
ENGINEERS • SURVEYORS • PLANNERS

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

October 4, 2021

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

SUBJECT: Village of Coal City  
2021 MFT Maintenance  
Culvert Repair  
Pay Request #1 & Final

Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	17,000.00
Completed Amount:	\$	17,000.00
Previous Payments:	\$	-
0% Retention	\$	-
	\$	<u>17,000.00</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$17,000.00 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

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

