

COAL CITY VILLAGE BOARD MEETING

WEDNESDAY
FEBRUARY 9, 2022
7:00 P.M.

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes January 12, 2022
4. Approval of Warrant List
5. Public Comment
6. Letter of Request D.A.D.'s Day June 18, 2022
Will-Grundy Counties Building & Construction Trades
Council and Kankakee/Iroquois Counties Trades of
the AFL-CIO
7. Ordinance 22-01 Variance Request
182 W. Fourth Street-James Micetich



January 27, 2022

MAYOR OF COAL CITY
515 S BROADWAY
COAL CITY, IL 60416

To Whom It May Concern:

The Will-Grundy Counties Building & Construction Trades Council and Kankakee/Iroquois Counties Building Trades of the AFL-CIO will once again hold its annual fundraiser for DAD's Day (DOLLARS AGAINST DIABETES), scheduled for Saturday, June 18, 2022.

This is the 36th year the Building Trades has helped host this fund raiser to help fight diabetes. Each year's collection seems to surpass the previous year. Last year in Will and Grundy Counties and Kankakee County area, we collected over \$38,000.00. This year we would like to at least match that amount, if not surpass it.

Again, numerous Building Trade's volunteers, their families and friends will be donating their time for this worthy cause. With the help of our area businesses and our community leaders, allowing us to collect in front of their establishments and at various intersections, our Unions can help raise money for research, so one day there may be a cure for diabetes.

We are again asking for your support to work with us on Saturday, June 18, 2022. We ask your permission to use designated intersections for our collections. We will be collecting between the hours of 8:00 am and 12:00 pm. If there are any permits that need to be issued, we ask your help in obtaining them. We are also asking your permission to ask various businesses to use their storefronts for our collections.

In the past, many of our community officials have given us verbal permission over the telephone to conduct our fundraiser. We have had a slight problem with miscommunication with community officials and police departments. If we could have a letter or written statement that we have been approved, it would be greatly appreciated. *You may also email approval to mb@ibewlocal176.org or fax approval to (815) 729-2176.*

If you have any questions, please feel free to contact our office at (815)729-1240 and speak to Margaret. Thanking you in advance for your help and cooperation.

Sincerely

Scott Smith, mb

Scott Smith
Chairman, DAD's Day 2022

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 9, 2022

**RE: GRANTING VARIANCES FOR THE CONSTRUCTION OF A NEW
DETACHED GARAGE AT 182 W. FOURTH STREET**

The homeowner of the duplex at 182 W. Fourth Street, James Micetich, would like the Board to consider a few variances related to the construction of a new garage within the rear yard of the west side unit. Currently, there is a small one-car garage at the end of the driveway along the west side of the residence. Mr. Micetich would like to replace this structure with a much larger 2-car garage that would include a 10/12 pitch roof to allow for additional storage. This would result in an accessory structure that is taller than permitted, would possess a second story, and would possibly encroach within the 15' side yard that is required for RM-1 lots.

During the presentation of the requested petition, the height of the neighboring house was determined to be taller than the intended improvement. Please note, the existing one-car garage currently situated at the drive on the west side of the duplex will be moved to the northeast portion of the lot in accordance with the setbacks of the village code. A lot coverage with approximate land usage exhibit was created to reveal that total coverage would be 25 %, which is below the maximum allowable coverage.

This matter is before the Planning & Zoning Board on Monday evening and has been provided to the Village Board in order to possibly consider the ordinance following the P&Z Board's recommendation. The ordinance has been prepared in a manner consistent with what has been requested within the variance petition.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: JAMES MICETICH

Address: 365 GARFIELD ST. CC Phone number: 815 634 8330
815 545 3974

Owner represented by: Self Attorney

Contract purchaser _____ Other agent DAVE CLUBB, CONTRACTOR

Agents name _____ Phone number: _____

Address: _____

Existing zoning: RES. DUPLEX Use of surrounding properties: North CHURCH AG. South RES. R-1

East RES. R-2 West RES. R-1

What zoning change or variance: (specify) ① HEIGHT OF GARAGE 5' VARIANCE ON 10/12 ROOF OF PROPOSED GARAGE
② 9.5' VARIANCE TO EAST PROPERTY LINE *

To allow what use ① STORAGE ROOM ABOVE
② TO ALLOW ALIGNMENT WITH EXISTING GARAGE LOCATION

Tax number of subject property: 06-34-426-004

Common address of property: 182 W. 4TH ST., COAL CITY, IL } DUPLEX
180 W. 4TH ST.

Parcel dimensions: _____ Lot area (sq. ft.) 158 X 96 = 15,168

Street frontage 96' 32'8" EA. DUPLEX UNIT

Legal description attached

* RATIONALE: ① the garage height is needed for storage purposes. The street has several high roof lines. The garage will be located at the back of the lot. Behind this property is open area of the methodist church and agricultural unincorporated land.
② The shed would be lined up with the existing garage arrangement with the neighbors

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

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

JAMES MICETICH, being first duly sworn, on oath deposes and says,
Applicant's Name

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

Subscribed and sworn before me on this 5 day of January, 2022.
Pamela M. Noffsinger James Micetich

Notary Public (Seal)



Signature of Owner

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

Please note the number of pages attached. 2

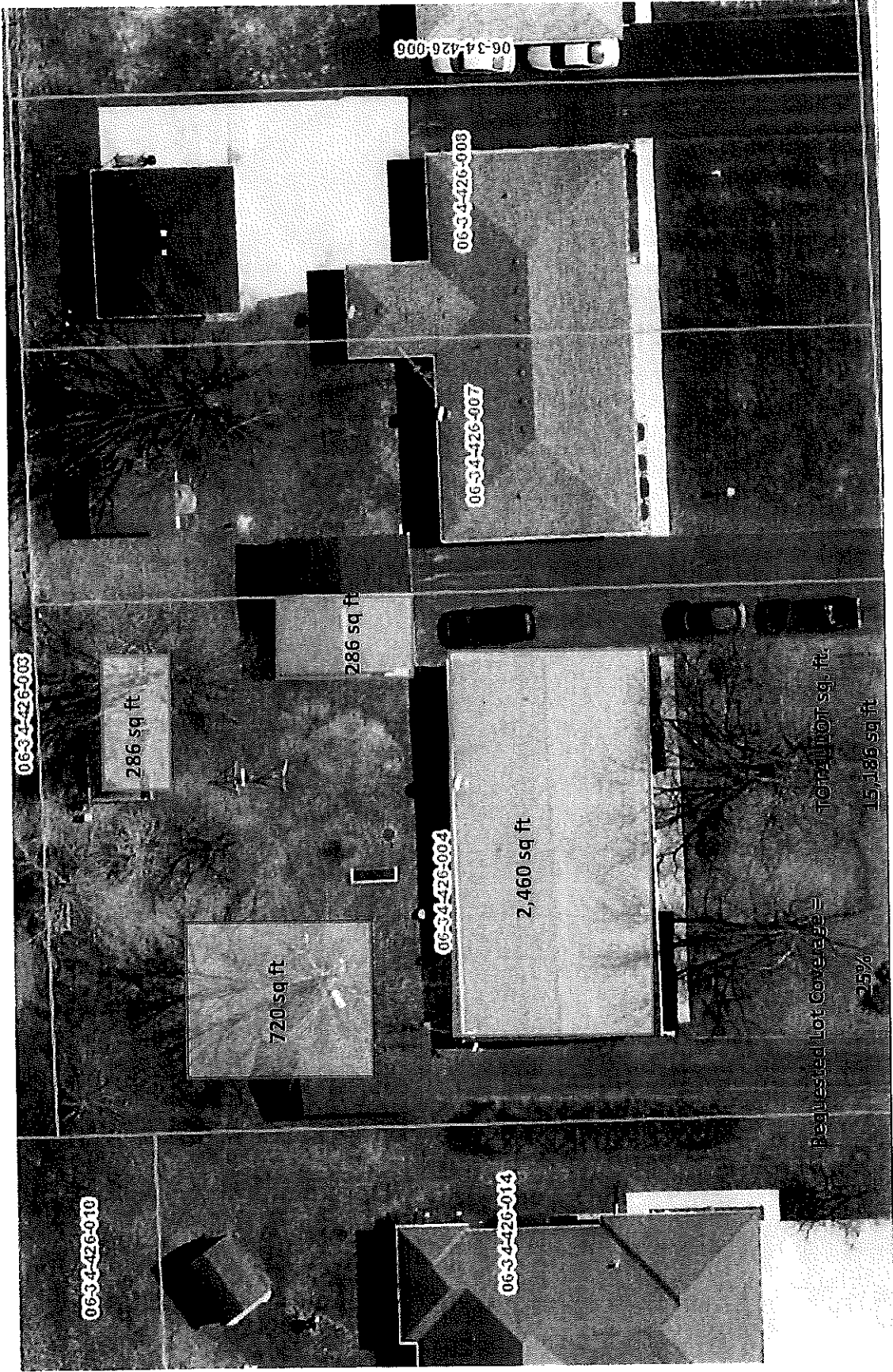
FOR OFFICE USE ONLY

Case number	<u>ZA-341</u>	Location of hearing	
Filing date	<u>1-5-22</u>	Village Hall	
Hearing date	<u>2-7-22</u>	515 South Broadway	
Filing fee	<u>\$ 100 -</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

Commencing At The Northeast Corner Of The southeast quarter Of Section 34, Township 33 North, Range 8, East of the Third Principal Meridian; Thence South 89 Degrees 26 Minutes West For A Distance Of 461.44 Feet; Thence South For A Distance Of 794.60 Feet; Thence South 89 Degrees 54 Minutes West For A Distance Of 100.00 Feet; Thence South For A Distance Of 6.15 Feet To The North Line Of Trotter's Fifth Subdivision; Thence South 89 Degrees 49 Minutes West Along Said North Line For A Distance Of 186.16 Feet To The Point Of Beginning; Thence Continuing South 89 Degrees 49 Minutes West Along Said North Line For A Distance Of 96.40 Feet; Thence North 158.58 Feet; Thence North 89 Degrees 54 Minutes East For A Distance Of 96.39 Feet; Thence South For A Distance Of 157.75 Feet To The Point Of Beginning, All Located In The East 1/2 Of The southeast quarter Of Section 34; Situated In The County Of Grundy In The State Of Illinois



182 W Fourth Street Land Use Plan



THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
182 W. FOURTH STREET IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN 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 _____, 2022

ORDINANCE NO. _____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR THE
LOCATION OF A DETACHED GARAGE WITHIN THE REAR YARD OF
182 W. FOURTH STREET IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for variance from Sections 156.77 and 156.161 of the Village of Coal City Zoning Code ("Zoning Code") was filed by James Micetich ("applicant") on January 5, 2022 to construct a detached garage; and

WHEREAS, Section 156.77, Table 4 requires the minimum side yard setback for a structure within RM-1 zoned residence is 15 feet; and

WHEREAS, Section 156.161 requires adherence to the standards provided within Table 15 including a maximum height of 15 feet; and

WHEREAS, a public hearing was noticed and duly held on February 7, 2022; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on February 7, 2022, and considered passage of the variance request to the Board of Trustees; and

WHEREAS, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

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

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

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

Section 2. Findings of Fact. Findings of Fact. The Board of Trustees find as follows concerning the Variance for 182 W. Fourth Street:

- A. **Special Circumstances Not Found Elsewhere.** While the front yard of this property abuts a residential neighborhood, the rear yard is adjacent to large lots included an unincorporated lot.
- B. **Preserves Rights Conferred by the District.** The improvement shall be utilized for residential purposes to include the storage of property that comes along with a residential utilization.

- C. **Necessary for Use of the Property.** The existing one-car garage does not provide the necessary storage for the upkeep and maintenance of the property; this structure shall provide the necessary space that is needed.
- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The garage shall be finished with residential materials and fit in with the character of the neighborhood.
- E. **Minimum Variance Recommended.** The petitioner plans upon moving a structure placed within the side yard setback moving it elsewhere within the rear lot in a compliant manner; the new garage shall encroach less than the insufficient one-car garage.

Section 3. Description of the Property. The property is located at 182 W. Fourth Street in the Village of Coal City and is currently zoned RM-1.

Section 4. Public Hearing. A public hearing was advertised on January 12, 2022 in the Coal City Courant and held by the Planning and Zoning Board on February 7, 2022, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variances. The variations requested in the January 5, 2022 Variance Application to the Zoning Code are granted as follows:

Variances in conjunction with Section 156.161 are hereby granted to allow the removal of the current one-car garage located within the westerly side yard setback and replaced with a new detached structure, which shall:

- A. Exceed the maximum height of the building up to 5' for a total height that shall not exceed 20'.
- B. Provide 5' less than the required setback for the placement of the new detached garage that shall be no closer than 10' to the neighbor adjacent on the west side of the residence.

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

- A. The detached garage shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

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

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

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

SO ORDAINED this _____ day of _____, 2022, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 9, 2022

RE: AMENDMENT TO THE O'REILLY'S AUTO PARTS ECONOMIC DEVELOPMENT AGREEMENT

Just over one year ago, the Board provided an agreement to get the former Coal City NAPA lot redeveloped for the location of an O'Reilly's Auto Parts retail store. Prior to the closing on the property, all of the necessary documentation was finalized and transfer of the property occurred. Within the agreement, there was a timeline wherein work must be completed by certain dates.

The O'Reilly's development team has been delayed due to IEPA review of the water main work to be completed on the site. Currently, there is an old water main that runs beneath the future intended site for the store. This portion of water main is to be replaced with a new section of water main located within an easement on the west edge of the property in order to replace the former connection that had run through the property and provide water to the immediate neighborhood. Staff had requested the general contractor to delay any additional work until the paperwork was properly reviewed and approved.

To date, this work lingers on the desks at IEPA despite continued requests to get the paperwork approved. O'Reilly's inability to hit the target construction dates are through no fault of their own and this amendment will change the previous expected timeline to allow for more time until their close. The economic incentive allowed a \$100,000 payment at closing that has already taken place. The final \$25,000 to be paid is provided at the final certificate of occupancy issuance.

Recommendation:

Adopt Ordinance No. _____: Amending the agreement with O'Reilly developers for the O'Reilly's development to allow for additional construction timing.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE
AMENDMENT TO THE ECONOMIC INCENTIVE AND TAX INCREMENT
ALLOCATION FINANCING REDEVELOPMENT AGREEMENT WITH 6S ORLY
COAL CITY IL LLC TO EXTEND PROJECT DEADLINES IN LIGHT OF
DELAYED IEPA WATER MAIN PERMIT**

(850 E. DIVISION STREET)

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

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

Village Trustees

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE AMENDMENT TO THE ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT WITH 6S ORLY COAL CITY IL LLC TO EXTEND PROJECT DEADLINES IN LIGHT OF DELAYED IEPA WATER MAIN PERMIT

(850 E. DIVISION STREET)

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (“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 authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local property and sales tax bases, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

WHEREAS, pursuant to authority granted by Article VII, Section 10 of the State of Illinois Constitution of 1970, 65 ILCS 5/8-1-2.5, and the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.*, the Village and 6S ORLY Coal City IL LLC (“Developer”) entered into an Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement dated May 25, 2021 (the “**Agreement**”), providing for the development of a commercial building and associated improvements partially located at 850 E.

Division Street (the "Property") for lease for the operation of an O'Reilly Auto Parts Store (the "Project"); and

WHEREAS, the Agreement established various Project construction deadlines; and

WHEREAS, certain unanticipated delays in the IEPA's issuance of a permit authorizing the relocation of a watermain in connection with the Project have not been caused by the Developer and require the Parties to extend the construction schedule deadlines for the Project; and

WHEREAS, the Parties acknowledge and agree that Developer has been diligent and acted in good faith in attempting to meet the various deadlines set forth in the Agreement; and

WHEREAS, the Parties are mutually desirous of modifying the Agreement to extend all deadlines under the Construction Schedule by a term equivalent to the number of days beyond the January 17, 2022 Project Commencement Deadline attributable to the IEPA's delayed issuance of the Water Facilities permit; and

WHEREAS, the Village Board hereby finds that it is in the best interest of the citizens of the Village of Coal City that the Village approve an amendment to the Agreement to extend the deadlines contained therein as set forth in the *Amendment to the Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement Between the Village of Coal City and 6S ORLY Coal City IL LLC* attached hereto as **Exhibit A** (the "Amendment").

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, 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. APPROVAL AND AUTHORIZATION.

The Corporate Authorities hereby authorize, approve and direct the Village President to execute and deliver the Amendment attached as Exhibit A and the Village Clerk to affix the Village seal thereto and to attest the executed Amendment following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Amendment, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Ordinance. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from

and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2022, at Coal City,
Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

Approved on this _____ day of _____, 2022.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

EXHIBIT A

AMENDMENT

Appended on following pages.

**AMENDMENT TO ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION
FINANCING REDEVELOPMENT AGREEMENT BETWEEN VILLAGE OF COAL
CITY AND 6S ORLY COAL CITY IL LLC**

This Amendment (“**Amendment**”), made and entered into this _____ day of February, 2022 (the “**Amendment Effective Date**”) by and between 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 (“**Village**”), and 6S ORLY Coal City IL LLC, a Delaware limited liability company with offices at 427 N. Tatnall Street, Suite 47933, Wilmington, DE 19801 (“**Developer**”), amends the Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement dated _____ (the “**Agreement**”). The Village and the Developer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Section 5(H) of the Agreement sets forth certain deadlines for constructing the Project, as that term is defined in the Agreement, including, *inter alia*, obligations to commence the project within 60 days of the Closing Date and achieve Substantial Completion within one year of the Closing Date (“**Construction Schedule**”); and

WHEREAS, the Closing Date was November 17, 2021, meaning that without modification, the Agreement required Project Commencement to occur by January 17, 2022 and Substantial Completion to occur on or before November 17, 2022; and

WHEREAS, the Project that is the subject of the Agreement includes the relocation of Water Facilities, as that term is defined in the Agreement; and

WHEREAS, the relocation of the Water Facilities requires the Illinois Environmental Protection Agency to review and approve plans for water main installation by issuing a permit to the Developer; and

WHEREAS, on or about October 22, 2021, the IEPA denied the developer’s application for a permit to install the Water Facilities due to unresolved underlying issues with the Village’s elevated radium levels that placed the Village on Restricted Status; and

WHEREAS, the Village resolved the radium issues and has been removed from Restricted Status, but the initial permit denial and resolution of the underlying issue necessitated the Developer’s resubmittal to the IEPA for approval of the Water Facilities; and

WHEREAS, the IEPA’s review of Developer’s application resubmittal for Water Facilities has taken longer than the Parties anticipated and remains pending at this time through no fault of the Developer; and

WHEREAS, "Project Commencement" includes Developer's obligation to have secured all permits required for the Project; and

WHEREAS, Developer has been unable to secure its Water Facilities permit from the IEPA due to the issues described hereinabove, but the Parties reasonably anticipate that the IEPA will issue said permit shortly; and

WHEREAS, the Parties acknowledge and agree that Developer has been diligent and acted in good faith in attempting to meet the various deadlines set forth in the Agreement; and

WHEREAS, the Parties are mutually desirous of modifying the Agreement to extend all deadlines under the Construction Schedule by a term equivalent to the number of days beyond the January 17, 2022 Project Commencement Deadline attributable to the IEPA's delayed issuance of the Water Facilities permit;

WHEREAS, the amendments set forth herein modify the Agreement and where a portion of the Agreement is modified by the amendments set forth herein, the terms of this Amendment shall control, while any and all unaltered portions of the Agreement shall remain in effect; and

WHEREAS, to the extent there is a conflict between the provisions of this Amendment and the Agreement, then the provisions of this Amendment shall take precedence and prevail.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby mutually acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
2. **CONSTRUCTION SCHEDULE AMENDED:** All dates and deadlines set forth in the Construction Schedule shall be extended without further action by the Parties by the number of Business Days occurring between January 17, 2022 and the date on which the Illinois Environmental Protection Agency issues a permit for the installation of a water main connected with the Project. The Village hereby acknowledges and ratifies the retroactive application of the construction schedule extension to apply to Project Commencement in addition to any dates or deadlines required of Developer following the Amendment Effective Date.
3. **ALL TERMS NOT AMENDED REMAIN IN FORCE.** All other terms and conditions of the Agreement not expressly modified by this Amendment shall remain unchanged and in effect as stated in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

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

“VILLAGE”: **VILLAGE OF COAL CITY, ILLINOIS,**
 an Illinois municipal corporation.

By: _____
Terry Halliday,
Village President

(SEAL)

Attest:

Pamela Noffsinger,
Village Clerk

“DEVELOPER”: **6S ORLY Coal City IL LLC,**
 a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of 6S ORLY Coal City IL LLC, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2022.

Notary Public

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 9, 2022

RE: RELEASING PHASE 6 LETTER OF CREDIT AT MEADOW ESTATES

At the December 8th Regular Board Meeting, it was instructed that the Letter of Credit for the subdivision be released after certain requirements were completed. Over the remainder of the month and shortly after the new year those tasks have been completed.

This is the Resolution that acknowledged the Letter of Credit has been released. In its place will be a 2-year maintenance bond, which has been attached behind the Resolution. There are about 8 lots left for sale within the subdivision.

Recommendation:

Adopt Resolution No. ____: Releasing the Letter of Credit and Replacing it with a 2-Year Maintenance Bond.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE MEADOW
ESTATES SUBDIVISION, PHASE 6**

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 _____, 2022

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE MEADOW
ESTATES SUBDIVISION, PHASE 6**

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;
and

WHEREAS, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, including the use of land within its corporate boundaries, and to protect the public health, safety, and welfare of its citizens;
and

WHEREAS, Scaggs Development Corp. is an Illinois corporation with its principal offices at 24655 Blackhawk Drive, Channahon, Illinois 60410 (“Developer”); and

WHEREAS, Developer, as part of its construction of the development known as Meadow Estates Subdivision, has secured approval from the Village of a Preliminary Plat for Meadow Estates Subdivision (“Meadow Estates”), as originally approved by the Village on February 13, 2006 pursuant to Resolution 06-02 and as subsequently amended and approved from time to time by the Village, including, most recently, on September 11, 2019 pursuant to Resolution 19-27 (the most recent approved iteration of the Preliminary Plat for Meadow Estates Subdivision, as amended from time to time shall be known as the “Preliminary Plat”);

WHEREAS, Developer has secured approval from the Village of Meadow Estates in stages to allow for staged and incremental development of Meadow Estates, having received approval of a Final Plat of Subdivision for Meadow Estates Phase 1 (approved by the Village via Resolution 06-11, adopted on October 23, 2006; hereinafter, “Phase 1”), Final Plat of Subdivision for Meadow Estates Phase 2 (approved by the Village via Resolution 15-08, adopted on June 22, 2015;

hereinafter, "Phase 2"); Final Plat of Subdivision for Meadow Estates Phase 3 (approved by the Village via Resolution 15-16, adopted on November 23, 2015; hereinafter, "Phase 3"), Final Plat of Subdivision for Meadow Estates Phase 4 (approved by the Village via Resolution 17-09, adopted on June 28, 2017; hereinafter, "Phase 4"), Final Plat of Subdivision for Meadow Estates Phase 5 (approved by the Village via Resolution 19-27, adopted on September 11, 2019; hereinafter, "Phase 5"), and Final Plat of Subdivision for Meadow Estates Phase 6 (approved by the Village via Resolution 21-04, adopted on March 10, 2021; hereinafter, "Phase 6"), the plans submitted by Developer and approved by the Village in connection with the building permit, zoning, and subdivision approvals granted by the Village for Meadow Estates Phases 1 – 6 (cumulatively, the "Project"); and

WHEREAS, Developer has constructed various required improvements associated with Phase 6 as required by Section 155-57 of the Village of Coal City Code including, among others, and without limitation, sanitary sewer, potable water, storm water, pavement, lighting, sidewalk, street improvements, erosion control and other improvements ("Required Improvements"), and certain of the Required Improvements are to be transferred to the Village as public improvements, as detailed more particularly in the Bill of Sale attached hereto and incorporated herein as **Exhibit A** (hereafter the "Public Improvements"); and

WHEREAS, the Village Engineer has certified to the Village that the Required Improvements constructed as part of the development of Phase 6 of the Meadow Estates Subdivision are in accordance with the approved Phase 6 plans and specifications except as otherwise noted in said certification and has therefore recommended that the Village conditionally accept the Public Improvements installed as part of Meadow Estates Phase 6, all as identified more particularly in the bill of sale attached as **Exhibit A** to this Resolution, subject to fulfillment of the conditions set forth hereinbelow;

WHEREAS, the Village finds that it is in its best interest to conditionally accept said Public Improvements and to approve the release of Irrevocable Standby Letter of Credit No. 102874204665 dated June 10, 2021 issued by Busey Bank in favor of the Village of Coal City in the amount of \$190,000 (the "LOC").

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth in this Section 1.

SECTION 2. CONDITIONAL ACCEPTANCE.

- A. That the Village hereby conditionally accepts, upon the recommendation of the Village Engineer, the Public Improvements constructed as part of the development of Phase 6 of the Meadow Estates Subdivision, and accepts all of the right, title and interest in said Public Improvements constructed as part of the development of Phase 6 of the Meadow Estates Subdivision for public use and benefit. The conditions set forth herein expressly survive the Village's conditional acceptance of the Phase 6 Public Improvements.
- B. The Village's acceptance of the Public Improvements is subject to the satisfaction of each of the following conditions:
- i. Delivery to the Village by Developer of as-built drawings for the Phase 6 Public Improvements;
 - ii. Delivery to the Village by Developer of fully executed lien waivers for all work on the Phase 6 Public Improvements;
 - iii. Developer's execution of all documents as the Village may request to transfer ownership of the Phase 6 Public Improvements to, and to evidence ownership of

the Public Improvements by the Village, free and clear of all liens claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of the public improvements to, and to evidence ownership of the public improvements by the Village shall be acceptable in form and substance to the Village Attorney, in substantial accordance with the Bill of Sale attached hereto as **Exhibit A**;

- iv. Developer's posting of a maintenance bond covering the Public Improvements in the amount of \$19,000.00 for a two-year term in a form and substance acceptable to the Village Attorney (the "Maintenance Guarantee"); and
- v. ComEd's activation of the streetlights associated with Phase 6.

C. Upon the Village Engineer's written certification of Developer's fulfillment of the conditions set forth herein, the Village Administrator and Attorney are authorized and directed to take such steps as may be necessary to authorize the release of the LOC and commence the Maintenance Guarantee.

D. This enactment shall be deemed null and void if Developer fails to satisfy the conditions set forth hereinabove within 90 days of the date of enactment of this Resolution.

SECTION 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

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

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

SO RESOLVED this _____ day of _____, 2022, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2022.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

BILL OF SALE

[attached on following pages]

BILL OF SALE

Seller, Scaggs Development Corp., an Illinois corporation ("Seller"), in consideration of TEN AND NO/100 (\$10.00) DOLLARS, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, warrant and set over to the Village of Coal City, an Illinois municipal corporation, in Grundy and Will Counties, Illinois ("Village"), the public improvements herein described.

The public improvements ("Property") are shown on the record drawings entitled, Meadow Estates Subdivision Phase 6, originally dated December 28, 2020, prepared by Rogina Engineering, a copy of which is attached hereto and incorporated by reference herein.

Seller hereby represents and warrants to the Village that Seller is the absolute owner of said Property, that said Property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said Property and to make this Bill of Sale.

Seller warrants the labor and materials comprising the Property associated with Phase 6 for a period of one year from the date of the Village's acceptance thereof.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale this ____ day of _____, 2022.

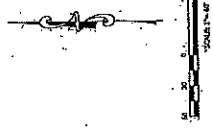
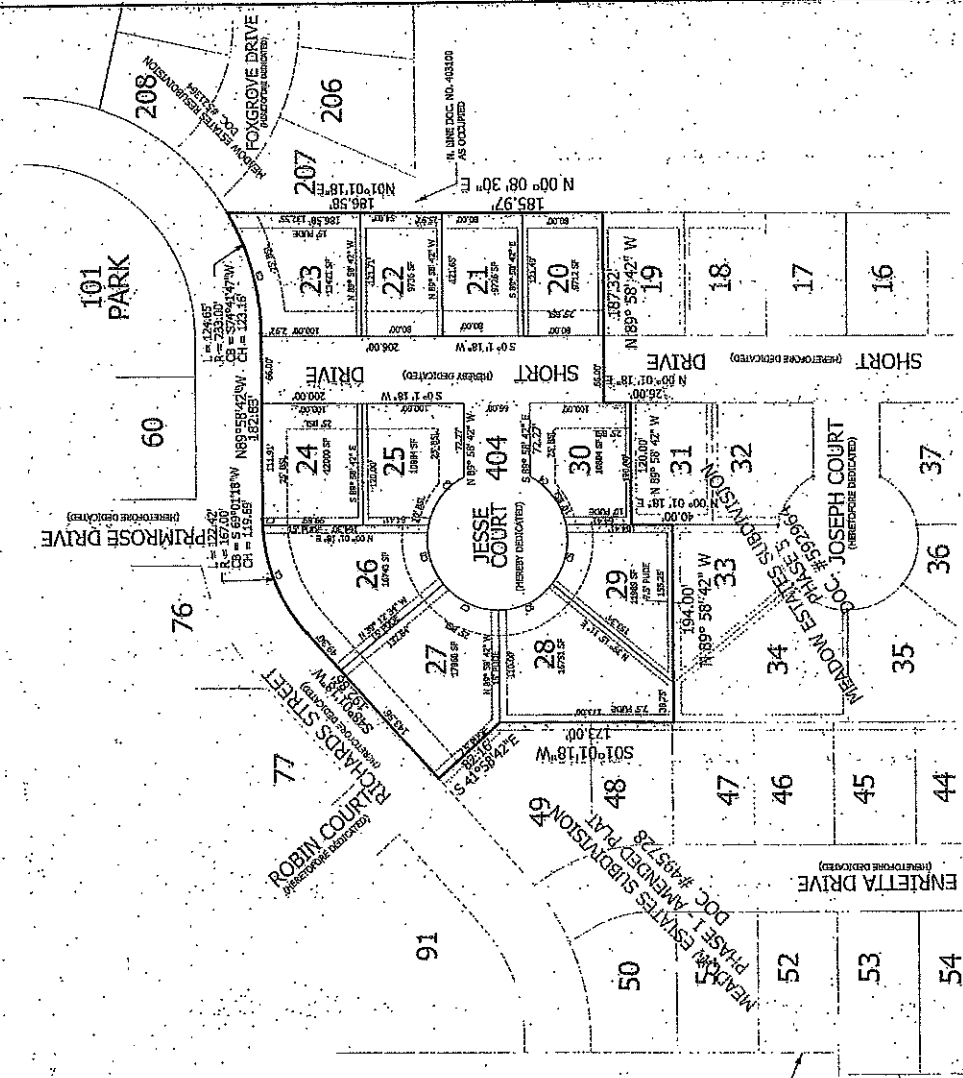
SCAGGS DEVELOPMENT CORP.,

By: _____
(Type or Print Name Here)

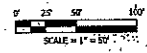
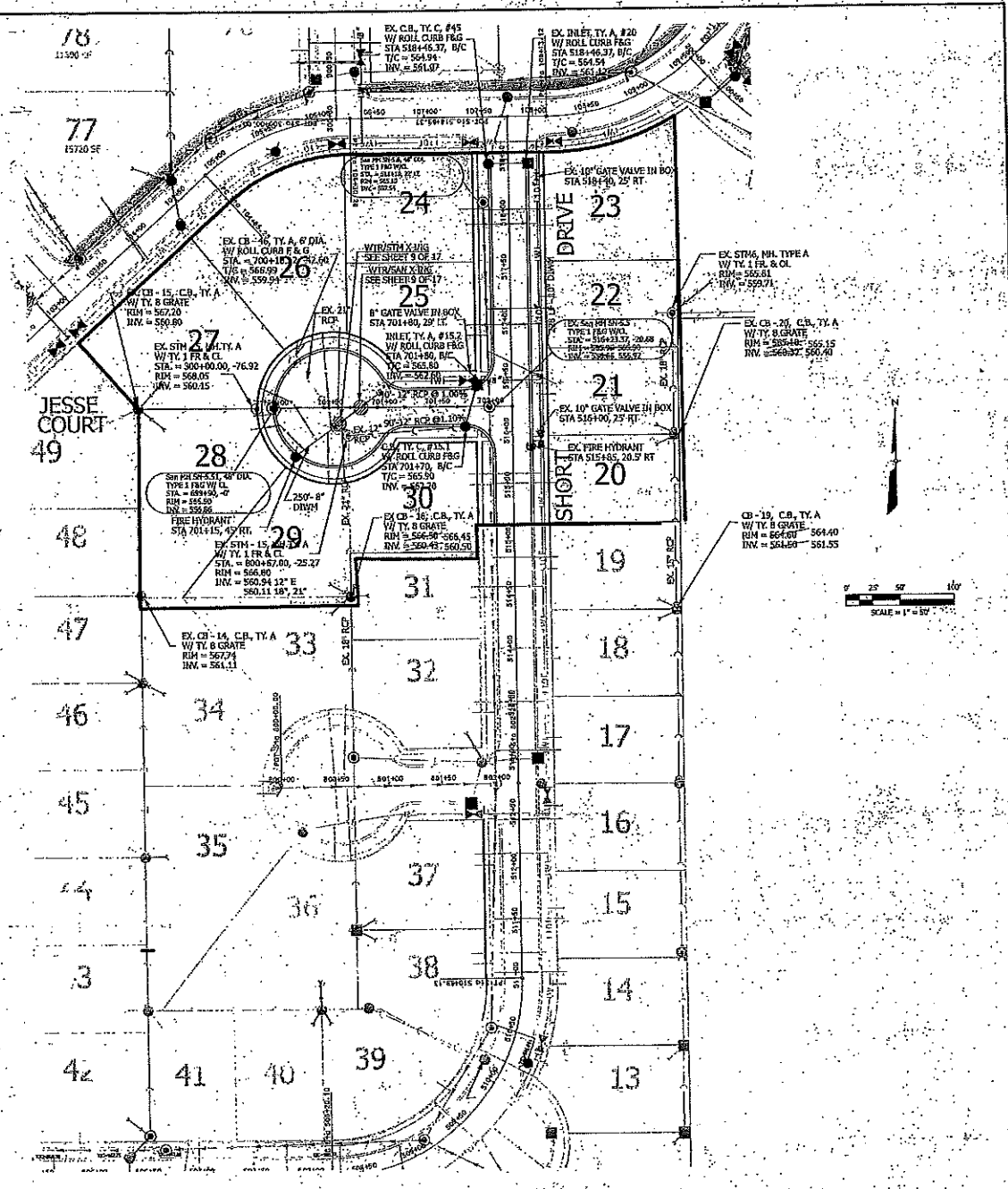
Its: _____

MEADOW ESTATES SUBDIVISION PHASE 6

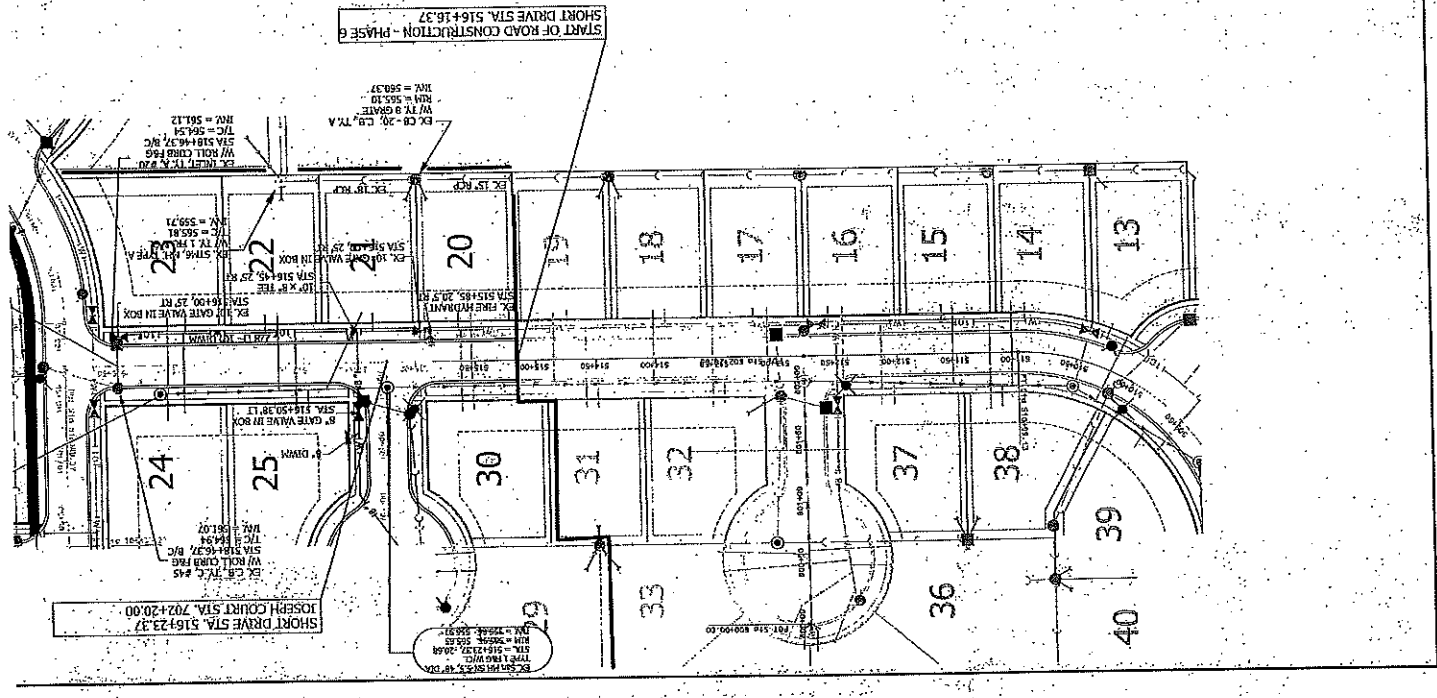
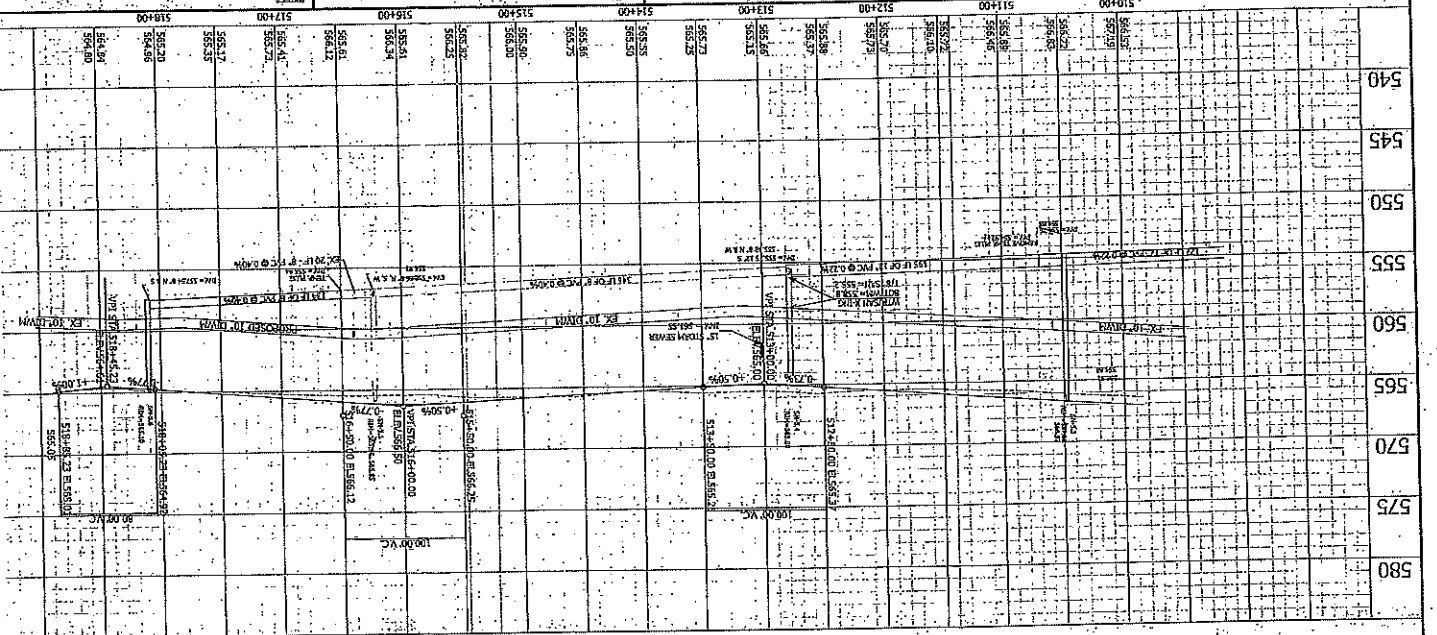
A RESUBDIVISION OF LOT 404 IN MEADOW ESTATES SUBDIVISION PHASE 5 OF PART OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL-MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

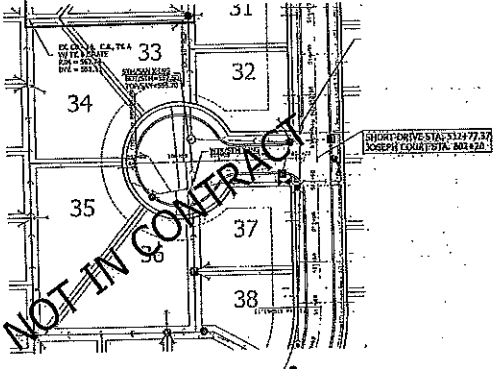


E. LINE OF THE WEST 665.00' OF THE N. QUARTER SECTION 2, 2 & 8

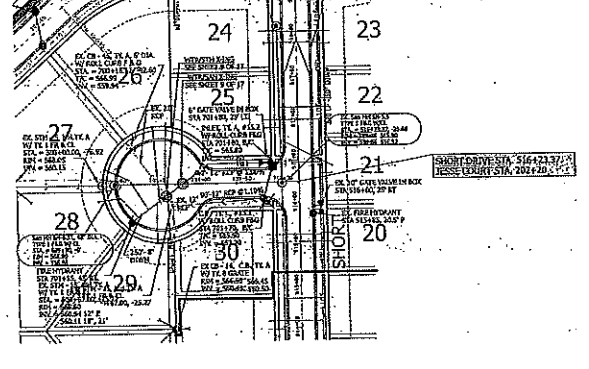


INA SURVEYORS, LLC <small>244 S. 3rd St. • 312.729.8777 • FAX 312.729.3782 Peoria, Illinois 61614 • Lic. 0200043 • Exp. 12/31/2024</small>	CLIENT SCAGGS CONSTRUCTION, INC. <small>24655 BLACKHAWK DRIVE CHANNAHON, IL 60410</small>	PROJECT MEADOW ESTATES PHASE 6 SUBDIVISION	PROJECT NO. 242218	DESIGNED BY NBR	TITLE UTILITY PLAN	PARTIAL 6 17
			DATE 12/28/2020	DRAWN BY CSR		
			SCALE 1"=50'	CHECKED BY NBR		





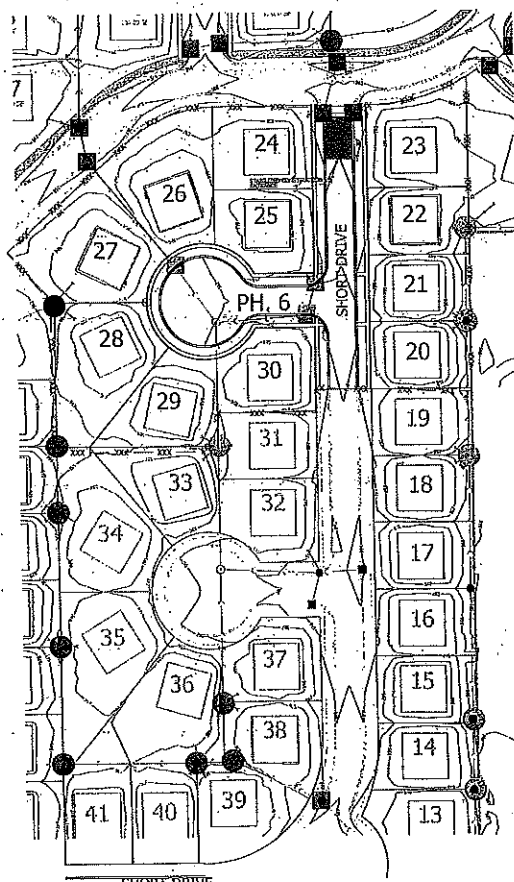
JOSEPH COURT



JESSE COURT

ELEVATION	STATIONING										ELEVATION
	000+00	000+05	000+10	000+15	000+20	000+25	000+30	000+35	000+40	000+45	
580											580
575											575
570											570
565											565
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NOT IN CONTRACT



<p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	DESCRIPTION										<p>ROGINA ENGINEERS & SURVEYORS, S.C. 1810 DUNDAS STREET, SUITE 100 CHARLOTTE, NC 28208 PHONE: 704.375.1100 FAX: 704.375.1101</p>	<p>NAME: SCAGGS CONSTRUCTION, INC. 2455 BRACKENBURY DRIVE CHARLOTTE, NC 28216</p>	<p>PROJECT NO.: REVISION: DATE: SCALE:</p> <p>DESIGNER: [Signature] CHECKER: [Signature] DATE: [Date] FOR:</p>	<p>SOIL EROSION CONTROL PLAN</p> <p>11/17</p>
NO.	DATE	DESCRIPTION														



Bond Number 2510458

Maintenance Bond

That Scaggs Development Corporation of 24655 S Blackhawk Dr, Channah on, IL 60410-9304 as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY of Wisconsin, with its principal office in the City of Middleton, Wisconsin, and duly authorized and licensed to do business in the State of IL, as Surety, hereinafter called Surety, are held and firmly bound unto Village of Coal City as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinafter provided in the amount of Twenty Thousand Dollars and Zero Cents Dollars (\$ 20,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee entered into a written contract on the day of , 20 for the Workmanship warranty for sanitary sewer, storm sewer, water main, curb & gutters and streets/street lights in Meadow Estates, Phase 6, Coal C

all in accordance with the plans and specifications prepared by and NA

WHEREAS, said contract provides that the Principal will furnish a bond to guarantee, for the period of 2 year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship which may become apparent during said period, and

WHEREAS, the said contract has been completed and was approved on December 8th, 20 21.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective workmanship which becomes apparent during the period of 2 year(s) from and after December 8th, 20 21, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this 8 day of December, 20 21.

Principal:

Scaggs Development Corporation

By: (SEAL)

Name Typed: Title

Witness:

Surety:

West Bend Mutual Insurance Company

By: DTL (SEAL)

Name Typed: DAVID THOMAS Attorney-In-Fact Title

Witness:

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DAVID THOMAS

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

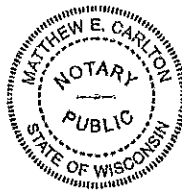
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of December, 2021.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 9, 2022

**RE: SANITARY TREATMENT MODERNIZATION PROJECT/PLANT
UPGRADE**

The Village, together with Chamlin Engineering, created a 2019 Sanitary Treatment Improvement Plan, which prioritized certain projects in order to modernize the sanitary treatment facilities and determine which portions of the overall project should be designed and built. The first portion, which would primarily replace the Huber Room filtration process and install new blowers that can be modified to run at a specific speed was designed and submitted to DCEO for consideration under the ReBUILD Illinois Bond Projects – Public Infrastructure grant process.

These grants were to be determined by the end of 2020, but have lingered until the present with no determination. Coal City's plant can no longer wait for the State of Illinois' participation in this project. Bids were received just before Christmas and the lowest responsive bidder must begin ordering equipment due to its long lead time for delivery.

D Construction should be awarded the project at this time. It will likely not begin construction until this summer, but the current filtration method requires constant upkeep and rebuilding. Should no participatory finance come in from either the State of Illinois or USDA, this project is a good candidate for financing with alternative revenue bonds. This process has been started, but is awaiting possible grant awards prior to finishing. The debt related to this project is to go into the water/sewer rate, which will be determined at an upcoming Committee Meeting as part of the budget process. In light of inflationary construction costs, the project should be awarded in order to construct the project within this upcoming construction season.

Recommendation:

Select D Construction as the low bidder to begin the Sanitary Treatment Modernization Project.



Chamlin & Associates
ENGINEERS • SURVEYORS • PLANNERS

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

December 22, 2021

Village of Coal City
515 S. Broadway
Coal City, IL 60416

ATTENTION: Matt Fritz, Village Administrator

SUBJECT: WWTP Improvements

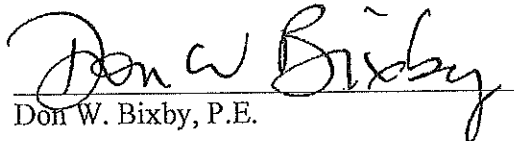
The bid letting for the WWTP Improvements was held on December 21, 2021. Based on the bids received, we hereby recommend that a contract be awarded to D Construction of Coal City in the amount of \$1,800,000.

A copy of the bid tabulation is enclosed.

If you have any questions, please feel free to contact me.

Sincerely,

CHAMLIN & ASSOCIATES, INC.


Don W. Bixby, P.E.

DWB:law

Cc: File No. 5843.01

Enclosure



Chamlin & Associates

VILLAGE OF COAL CITY
 WWTP IMPROVEMENTS 2021
 CHAMLIN PROJECT NO. 05843.01

TUESDAY, DECEMBER 21, 2021 - 2:00 P.M.

CONTRACTOR	TOTAL BID PRICE	BID SECURITY	RESPONSIBLE BIDDER CERTIFICATION	ACKNOWLEDGE ADDENDA 1-3	COMMENTS
D Construction Coal City, IL	\$1,800,000.00	5% Bid Bond	Yes	Yes	
Vissering Construction Streator, IL	\$1,890,675.00	5% Bid Bond	Yes	Yes	
Williams Bros. Construction Peoria, IL	\$1,920,000.00	5% Bid Bond	Yes	Yes	
Leander Construction Canton, IL	\$1,938,000.00	5% Bid Bond	Yes	Yes	
John Burns Construction Orland Park, IL	\$2,839,959.00	5% Bid Bond	Yes	Yes	

January 18, 2022

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

SUBJECT: Village of Coal City
Reed Road Improvements
Pay Request #1

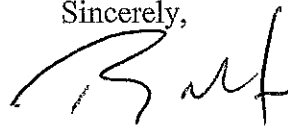
Dear Mayor Terry Halliday:

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:	\$	262,137.07
Completed Amount:	\$	241,331.25
Previous Payments:	\$	-
5% Retention	\$	12,066.56
	\$	<u>229,264.69</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$229,264.69 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

Project # 66370.00

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 9, 2022

RE: INSTRUCTIONS FOR HIRING ADDITIONAL PD OFFICER

One of the Village's patrol officers – Brian Pustz, has decided upon moving onto another community in which to provide her public safety officer skills. Due to this opening, a letter has been prepared instructing the Board of Police & Fire commissioners to work upon hiring an additional officer.

They have been working on establishing a new list of patrol officer candidates. Previous to this letter, the Board was already working on hiring a patrol officer; this is the third position that is open to be filled with available full-time police officer candidates.

Recommendation:

Authorize Mayor Halliday to Instruct the Board of Police and Fire Commissioners to hire another patrol officer candidate.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: February 9, 2022

RE: PARTICIPATING WITH GEDC ON TRANSPORTATION PRIORITIES

Neighboring Will County touts the success of the I-80 corridor funding on its Transportation Mobility Plan that prioritized hundreds of projects so it could compete for State and federal funds as they became available. Witnessing this success, GEDC convened a meeting of Grundy County and its largest member municipalities to discuss creating such a plan for Grundy County. Former IDOT Director, Ann Schneider, who is the professional consultant who maintains the Will County plan has provided a professional services agreement to create and maintain such a plan for Grundy County.

To date, Ms. Schneider's fees are to be paid with member contributions. Grundy County is to contribute \$0.65/County resident while the largest municipalities of Grundy County pay \$1.15 per municipal resident. Coal City's contribution for this plan will be \$6,325 – less than 20% of Grundy County's payment. Due to the capability to compete for federal funding, the WCGL has already pledged the first 3 months of professional fees to pay for Ann Schneider's services. The rush to get someone under contract is the anticipation of federal transportation funding to be distributed at the beginning of this upcoming fall.

Although the Grundy County plan will not be yet finalized, data will have been accumulated so each municipality can submit applications for federal funds.

Recommendation:

Participate with other GEDC communities to fund Ann L. Schneider & Associates, LLC to create the Grundy County Transportation Master Plan Project

Grundy County EDC
Transportation Master Plan Project Management

Ann L. Schneider & Associates, LLC



December 2021



Services

Specific services that ALS&A will provide include:

- Project manager for the Grundy County Transportation Master Plan including consultant oversight, QA/QC on deliverables, status reports, stakeholder engagement coordination and other services as required.
- Collaborate on funding and financing strategies for priority projects;
- Advise on accomplishing County transportation goals;
- Consensus building across multiple Grundy County jurisdictions;
- Provide technical and policy support;
- Collaborate to develop strategies to maximize competitiveness for state and federal competitive grants into key infrastructure projects; and,
- Advice and counsel on transportation issues, as requested.

Price Proposal

Services will be delivered for \$5,000 monthly retainer for the term of the TMP planning process, which is anticipated to be 12-18 months. The proposed retainer is fully loaded and includes expenses, except for extraordinary expenses. Expenses for out-of-state travel will be billed at cost. Any other extraordinary expenses will be billed *only after approved by both parties*.

Grundy County Illinois:

Transportation Master Plan

Background

Grundy County Illinois, situated adjacent to Will County and its global logistics complex, is poised to experience rapid growth from the expansion of industrial development that accelerated during the early stages of the COVID 19 pandemic and supply chain constraints. The reliance on a robust logistics sector will continue to expand and will result in increasing opportunities and challenges for development in Grundy County.

Since the early 2000s, Grundy County has experienced significant growth in both its economy and population. As these changes have come to the area, existing transportation infrastructure has been extensively challenged. The County is traversed by Interstates 80 and 55 with Illinois 47 splitting the County roughly in half from north to south. Illinois 47 is used as a bypass for Interstate 55 when there is work occurring between Dwight and Interstate 80, making it a heavily traveled corridor. The Illinois River runs through Grundy County. Freight railroads servicing Grundy are the BNSF, Canadian National, CSX and the Union Pacific.

The Grundy Economic Development Council (GEDC) recognizes the need to prepare for increasing demand from industry and businesses looking to locate near the transportation and populations centers of Cook, DuPage and neighboring Will County to increase efficiencies in their supply chains while keeping costs reasonable. In order to support attracting new business and retaining and growing current establishments, it is important for the County to assess current transportation infrastructure assets and services based on current needs and to determine current gaps or needs.

In addition, it is important to target infrastructure investments to address the most critical needs to accommodate future demand for business, citizens, visitors and those who work in the County. Investments should be prioritized based on quantifiable performance measures that represent the goals of local stakeholders, the State and the nation.

In 2013, the Grundy County Economic Development Council commissioned a study to identify priorities based on the following goals:

1. Demonstrate to elected officials and policy makers the need for a high level of state and federal priority for Grundy County transportation planning and projects;
2. Serve as a repository for transportation priorities in Grundy County;
3. Create transparent priorities and goals that are easily visible to the residents of Grundy County and the region in the interest of encouraging input and collaboration;
4. Raise awareness of existing and planned projects among municipal and county leaders to promote collaborative efforts across local governmental agencies;
5. Actively seek to include all external projects affecting Grundy County, including those at the state, federal, and local levels; and
6. Develop a mechanism for prioritizing the management and development of current and future transportation projects affecting Grundy County. In order to accommodate the increase in

demand that would be generated with additional intermodal capacity it is important that the municipalities and the County identify transportation needs at both the current levels of commerce and for a future build out as identified in the market-driven supply chain study.

The GEDC recognizes that there has been a significant amount of change since that study was completed and is seeking a consultant to assist with building on the previous planning study. The study should result in a multi-jurisdictional transportation improvement program that can be updated regularly to reflect changing needs and priorities.

Additionally, the study should include an assessment of funding and financing opportunities to address the projects identified. The results of the study should position the County, its municipalities, and private sector partners to compete for state and federal grant opportunities as appropriate for the projects identified. Workforce mobility will be a key consideration requiring a review of transit services and multiuse facilities to identify gaps and opportunities. System resiliency and sustainability are to be incorporated into the transportation improvement program at a project level.

Study Area

The study area includes the entire area of the County inclusive of Morris, Channahon, Mazon, Diamond, Minooka, Dwight, Seneca and Coal City. Additionally, traffic and industrial activity in neighboring counties should be considered in the analysis of current and projected transportation gaps and needs.

Commented [NNA1]: Not sure if this is the place where we want to talk about adjacent counties and their impact on Grundy?

Study Purpose

The purpose of preparing the Transportation Master Plan is to identify the transportation needs for the current level of commerce in the area and for the future buildout potential identified in coordination with area stakeholders. The goal is to integrate transportation investments to produce on-going economic benefit, improve the safety of the transportation system and create a more efficient flow of goods in the area.

The proposed approach in developing this Transportation Master Plan is to build on stakeholder input and guidance throughout the development of the plan. The following are the tasks required by this study.

Task 1: Project Management

The consultant will develop a Project Management Plan (PMP). A draft PMP will be delivered to the GEDC one week before the Project kick-off meeting and the final will be submitted two weeks after the kick-off meeting. The PMP serves as a single convenient reference document for matters governing the administration and conduct of the plan from start to finish. It is intended as a useful resource for both client and consultant staff. The plan is a living document and may be subject to revision as the plan proceeds. The plan is to include the following:

- Communication protocols including:
 - Conference calls / web meetings with the appropriate information;
 - Monthly progress calls;
 - In-person or virtual meetings, depending on COVID protocols, that will include the kick-off meeting, 3 stakeholder meetings, one public open house and others as requested by the client;
 - E-mail communication protocols;

- Meeting minutes. These will be circulated to keep everyone informed of key issues, decisions and other necessary information.
- Key project contact information for the project manager and key project team members
- A quality management plan that outlines a quality assurance and quality control plan
- Detailed work plan and deliverables
- Project schedule
- Invoicing protocols
- Project closeout and implementation plan

Deliverable(s)

- Project Management Plan

Task 2: Stakeholder and Public Engagement Plan

The consultant team will develop a public engagement plan with a draft to be delivered with the PMP one week before the kick-off meeting with a final due two weeks after the kick-off meeting. Stakeholder input is critical to the successful implementation of the Transportation Management Plan and to achieve the desired outcomes that underly the purpose of the study. At a minimum, the stakeholders that should be invited to participate include major businesses, local agencies, railroads, agriculture organizations, IDOT and the Federal Highway Administration.

The Stakeholder and Public Engagement Plan should include the following:

- Clearly stated goal of stakeholder and public engagement;
- Approach to be used (focus group meetings, presentations, virtual meetings, plan website, etc.)
- Outreach Strategies
- Stakeholder and public engagement schedule including timing and purpose of the meetings
- Key messages that will guide communications
- Plan results / evaluation process on how input will be vetted with the client and incorporated into the final study

Deliverable(s)

- Stakeholder and Public Engagement Plan

Task 3: Identify Transportation Needs

The consultant team will identify transportation needs through plan review, stakeholder interviews, data review and analysis, traffic counts, accident reviews, safety and geometric analysis and other information as deemed necessary in consultation with the client.

The subtasks involved in identifying transportation needs include:

- Desk review of previously completed plans and studies involving the project area including environmental documents, long-range transportation plans, the GEDC Grundy County Priorities study and other relevant studies;
- Stakeholder interviews to ascertain potential for added activity in the study area in addition to any privately funded improvements impacting the transportation system;

- Existing congestion and speed data from readily available national sources including ATRI, INRIX or other recognized source;
- IDOT safety data including a review of crash reports and Federal Railroad Administration grade crossing incident reports;
- System condition data from readily available sources including IDOT;
- Traffic counts at key locations identified in consultation with the client;
- Safety and geometric assessment of key locations identified in consultation with the client; and,
- Final output of the travel demand model identified in Task 4.

Deliverable(s)

- Technical memo outlining the data collected, results and analysis
- List of needed improvements
- GIS map of needed improvements

Commented [NNA2]: Want to make sure that these deliverables are done first so the data can be used to support fall grant applications.

Task 4: Unified Impacts Modeling and Evaluation Platform

The consultant will prepare a travel demand model (TDM) with data collected for this study. The TDM will be used to establish a future year baseline scenario that will undergo a sensitivity analysis using up to 2 alternate planning scenarios. The alternatives will be developed from a review of prior planning efforts, stakeholder input and updated forecast data in consultation with the client. The TDM task will include a complete review of the roadway network within the study area, making necessary adjustments to ensure that the network accurately reflects actual conditions. The base network should include major arterials and local streets. The results of the future baseline and alternative scenarios should be used to analyze the projects in the Transportation Improvement Program identified in Task 5. The subtasks included with Task 4 are:

- Network and TIP/LRTP review
- Calibration
- Future Year Validation
- Baseline future travel demand forecast and validation
- Alternatives Analyses (includes analysis of 2 alternatives)
- Evaluation of TIP

Deliverable(s)

- Technical memo describing the travel demand model including data inputs, calibration approach, results of the alternatives analysis and evaluation of the TIP

Task 5: Transportation Improvement Program for the Study Area

Based on the information generated in Tasks 2 – 4, the consultant will develop a transportation improvement program for the study area. The goal of the transportation improvement program is to

help the local government agencies prioritize the use of limited transportation resources based on a data supported, performance measures approach grounded in stakeholders' expectations.

In developing the TIP, the consultant shall consider elements and information needed to compete for state and federal competitive grant funding opportunities, including innovations, safety upgrades, performance metrics, etc. The projects should be evaluated based on resiliency and sustainability.

The study area TIP should include the following elements:

- Scope, cost, next steps and schedule status;
- Project sequencing;
- Funding Strategy Matrix;
- Stakeholder validation;
- An updateable TIP with a database housing project information, status and next steps;

Deliverable(s)

- TIP
- Updatable TIP documentation
- Funding strategy matrix

Task 6: Innovative and Emerging Technologies

A whole range of innovative and emerging technologies may be available to enhance more traditional road and intersection improvements to provide added value toward enhancing mobility and improving efficiency of the transportation network within the study area. This task will examine those technologies in the context of the study area and identify potential projects for further study.

The consultant will identify and describe the benefits of advanced technologies that have the potential to improve mobility within the study area. These technologies will include but not be limited to traffic signal coordination, adaptive traffic signal control, driver information systems, sensor networks, truck platooning, and dynamic message signs. The consultant will also research and describe new technological advancements that will lower operating and maintenance costs, reduce environmental impacts of the built system and enhance safety. This includes innovative materials and construction methods.

The consultant will identify up to 5 projects that would benefit from the advanced technologies identified through lower cost of construction, lower on-going operations and maintenance, enhanced safety and/or improved environment.

Deliverable(s)

- A 3–5-page summary.
- Guidance and implementation memo that will include a one-page fact sheet for each of the 5 projects identified that will provide a general description of the project and expected benefits, planning level cost, and maps/drawings/images to help explain the technology.

Task 7: Final Report and Documentation

This task includes production of the final plan documents. These will summarize the data collected and analyses performed and present the plan recommendations. Analytical tools developed as part of the project will also be documented.

Deliverable(s)

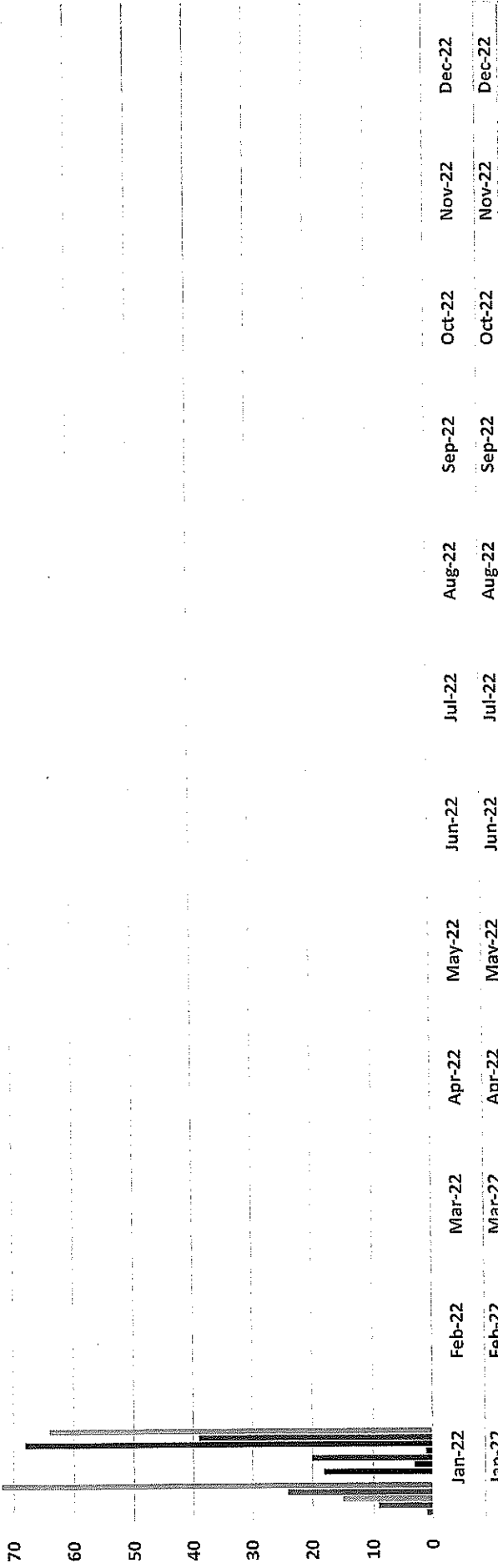
- Final plan and executive summary
- A 6 to 8-page planning document written and formatted in a technical report style. This document will summarize the stakeholder engagement, model development, existing and future needs and policy recommendations.
- Project Summaries, including a map of project, for projects identified in the TIP in a format agreed upon with the client.
- Five (5) individual 1-page project fact sheets. Each fact sheet will contain a description of the capital improvement, a list of associated safety and mobility benefits, expected project costs, right-of-way requirements, jurisdictions, and other information that can be used for briefing elected officials, initiation of grant applications and County/City programming exercises.



Total Officer Activity

January 1 2022 – Dec 31 2022

80



Axis Title

	Harselm	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield Totals
Jan-22	1	9	15	24	72	0	18	3	20	1	68	39	64	0	0	0	334
Feb-22																	0
Mar-22																	0
Apr-22																	0
May-22																	0
Jun-22																	0
Jul-22																	0
Aug-22																	0
Sep-22																	0
Oct-22																	0
Nov-22																	0
Dec-22																	0
Totals:	1	9	15	24	72	0	18	3	20	1	68	39	64	0	0	0	334

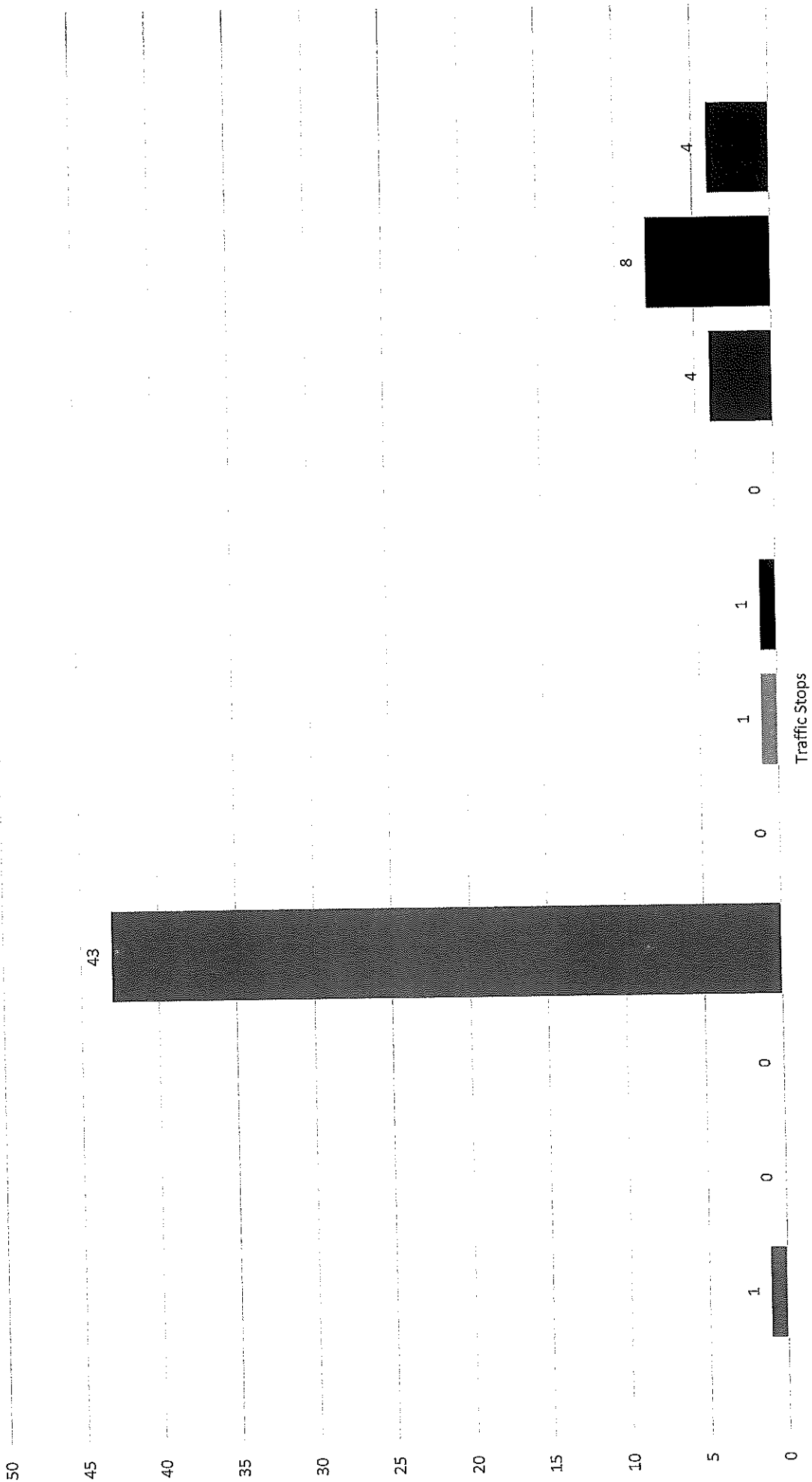
4

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sasenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	0	7	2	17	26	0	7	2	13	1	21	26	20	0	0	0	0	142
Feb-22																		0
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	7	2	17	26	0	7	2	13	1	21	26	20	0	0	0	0	142

	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sasenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	1	2	13	7	46	0	11	1	7	0	47	13	44	0	0	0	0	192
Feb-22																		0
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	1	2	13	7	46	0	11	1	7	0	47	13	44	0	0	0	0	192

	Harselm	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	0	1	0	0	43	0	1	1	0	0	4	8	4	0	0	0	0	62
Feb-22																		0
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	1	0	0	43	0	1	1	0	0	4	8	4	0	0	0	0	62

2022 Yearly Traffic Stops



Traffic Stops

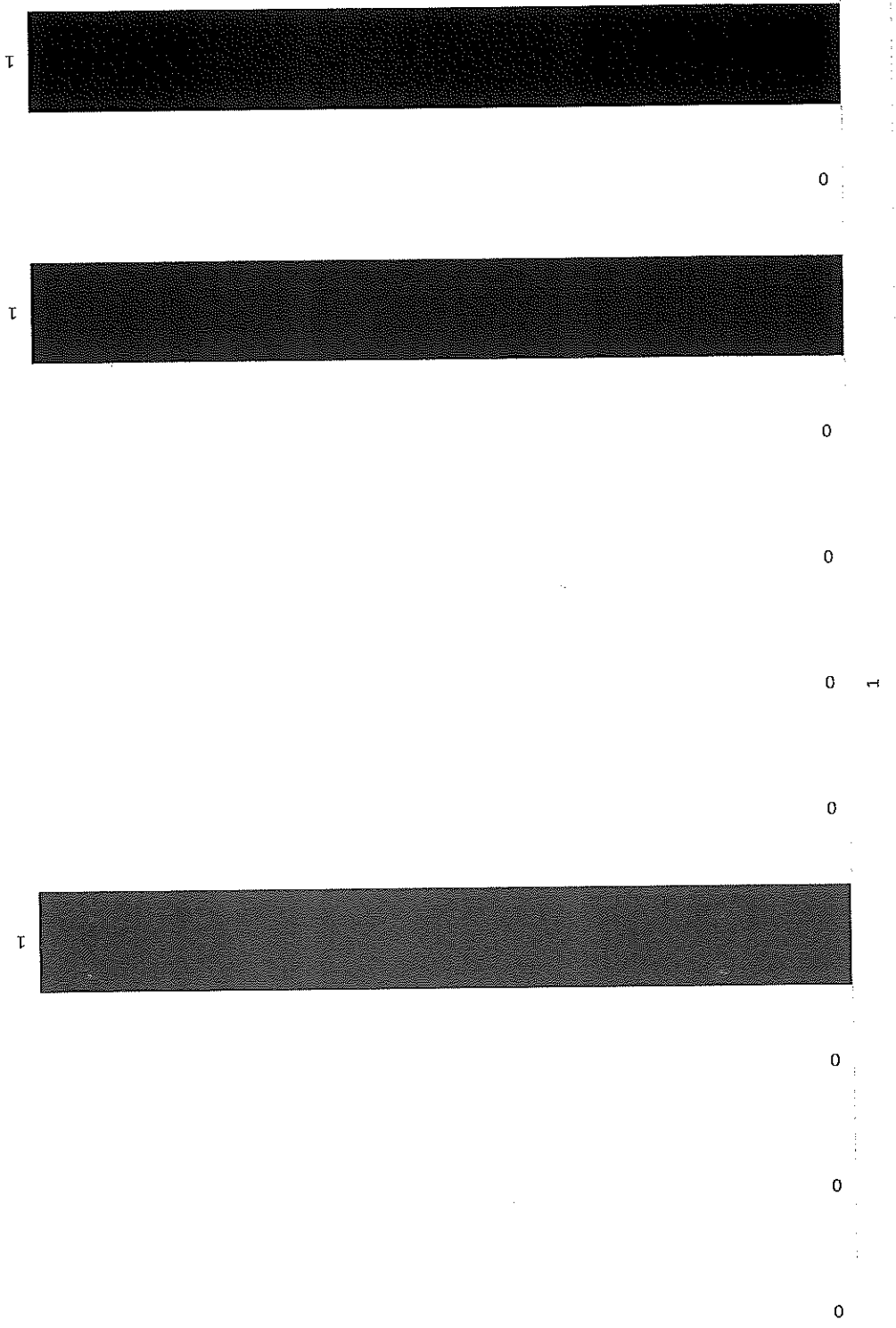
- Logan
- Clark
- Moran
- Jones
- Dillon
- Kashner
- Imhof
- Roth
- Mazzone
- Nugent
- Pustz

	Harselm	Logan	Clark	Moran	Jones	Dillon	Kasher	Imhof	Roth	Sassenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Total
Jan-22	0	0	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	3
Feb-22																		0
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	0	0	0	1	0	0	0	0	0	1	0	1	0	0	0	0	3

2022 Criminal Charges

CRIMINAL CHARGES

- Logan
- Clark
- Moran
- Jones
- Dillon
- Kasher
- Imhof
- Roth
- Mazzone
- Nugent
- Pustz



	Harseim	Logan	Clark	Moran	Jones	Dillon	Kasher	imhof	Roth	Sasenger	Mazzone	Nugent	Pustz	Briley	Roach	Paquette	Butterfield	Totals
Jan-22	0	0	0	1	2	0	1	1	0	0	0	0	1	0	0	0	0	6
Feb-22																		0
Mar-22																		0
Apr-22																		0
May-22																		0
Jun-22																		0
Jul-22																		0
Aug-22																		0
Sep-22																		0
Oct-22																		0
Nov-22																		0
Dec-22																		0
Totals:	0	0	0	1	2	0	1	1	0	0	0	0	1	0	0	0	0	6

Yearly Ordinance Violations

Yearly Ordinance Violations

2.5

Jones, 2

2

1.5

Axis Title

Moran, 1

1

Kasher, 1

Imhof, 1

Pustz, 1

0.5

Logan, 0

Clark, 0

Dillon, 0

Roth, 0

Mazzone, 0

Nugent, 0

0

Ordinance 2022

2022 ACCIDENT REPORTS

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
DILLON													
IMHOF													
JONES	1												1
KASHER	2												2
LOGAN													
MAZZONE													
MORAN													
NUGENT	3												3
PUSTZ	5												5
ROTH	1												1
SASSENGER													
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
TOTAL	12												12

f,

8

Tung's Mom

During a time
like this
we realize how much
our friends and relatives

really mean
to us....

Your expression
of sympathy will always
be remembered

Thank you so much for the flowers.
Greatly appreciated.
H&L's Family

To the Village of Coal City,
Thank you for working with me on
my Eagle Project. I am happy with how
it turned out and proud of earning the
rank of Eagle Scout. I am very thankful
for all the time and effort that was put
into this project.

Thanks again,
Tung's Mom