

COAL CITY VILLAGE BOARD MEETING

(IMMEDIATELY FOLLOWING PUBLIC HEARING)

**WEDNESDAY
JULY 13, 2022
7:00 P.M.**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes June 22, 2022
4. Approval of Warrant List
5. Public Comment
6. Ordinance #22-15 Authorizing the Purchase Agreement
for Sale of 95 E. Oak
7. Ordinance 22-16 Amending the Village Code Regarding
Text provisions Concerning the
keeping of Chickens

8. Results of 2022 Street Maintenance Project MFT
 - i. Award of Bid to D Construction
9. Results of 2022 Street Maintenance Project Non-MFT
 - i. Award of Bid to D Construction
10. Selection of Stewart Spreading for 2022 Sludge Removal
11. Request of Final Payment to D Construction for 2021 MFT Retention \$14,538.61
12. Report of Mayor
13. Report of Trustees
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
 - i. Update on Starting the Canine Officer Program
18. Report of Village Administrator
19. Adjourn

Coal City Village Hall
515 S Broadway, Coal City, Illinois 60416

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2022

**RE: CLOSEOUT PUBLIC HEARING FOR THE DCEO HOUSING
REHABILITATION PROGRAM FOR COAL CITY PROGRAM AREA #1**

The expenditure of the federal proceeds by the Village of Coal City, which was administered by the North Central Illinois Council of Governments (NCICG) requires a closeout hearing at which time there is a public reading of the total expenditures for what purpose in order for anyone from the public to be well informed as to what occurred with the approved funding. Coal City has been well informed to date because of the publicity that came along with the celebratory ribbon cutting that occurred at one of the participating residents' homes.

It is fitting to extoll the services provided by NCICG, primarily Connie Buchanan, who administers and runs all of the necessary logistics to keep the contractors properly invoiced, paid, and informed as well as the qualifying residents who have their home improved. Coal City Public Works also assisted with a few necessary improvements along the way to ensure Coal City residents could maximize their investment potential allowing funds to flow from the LIHEAP program as well. In the end, it was Ms. Buchanan who makes sure everything makes sense from properly submitting an application to approving invoices allowing the contractors to be paid to ensuring federally-qualified inspections take place to properly estimate what improvements should be planned at each qualifying household.

Wednesday evening's public hearing will cover the basics and closeout the past approved project area projects.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2022

RE: SALE OF 95 E. OAK STREET

The Village Board followed the statutorily required process allowing for the sale of its property at 95 E. Oak Street. Due to the highest responsive bid provided by Mark Scaggs, a purchase agreement has been prepared whereby that property would be conveyed to Mr. Scaggs for \$20,005.

The attached ordinance will provide the authority by which this property can be conveyed and closed upon so Mr. Scaggs can develop a single family detached home on the available lot.

Recommendation:

Adopt Ordinance No. _____: Authorizing the Sale of 95 E. Oak Street to Mark Scaggs.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, (the "**Agreement**"), is made and entered into as of the _____ day of _____, 2022 by and between Mark Scaggs, a natural person residing in Grundy County, Illinois ("**Purchaser**") and the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois ("**Seller**"). The Purchaser and Seller are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

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

WHEREAS, Seller enacted Ordinance 22-08 on April 13, 2022, declaring certain real property commonly known as 95 E. Oak Street, Coal City, Grundy County, Illinois, 60416, bearing permanent index number (P.I.N.) 09-02-151-004 and legally described as follows:

THE EAST ½ OF LOTS 1, 4 AND 5, EXCEPTING THE SOUTH 5 FEET THEREOF, IN BLOCK 42 IN COAL CITY, ILLINOIS, AS SHOWN WITHOUT THE AFOREMENTIONED EXCEPTION, BY THE PLAT OF COAL CITY RECORDED IN THE RECORDER'S OFFICE OF GRUNDY COUNTY, ILLINOIS ON APRIL 8, 1875 IN BOOK "A" OF PLATS AT PAGE 98.

(the "**Property**") to be surplus real property and authorizing the sale of the Property pursuant to a public bidding process in accordance with 65 ILCS 5/11-76-2;

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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties hereby agree as follows:

1. INCORPORATION. The foregoing Recitals are the findings of the Parties, accurate and incorporated into this Section 1 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. SALE AND PURCHASE PRICE. Purchaser agrees to purchase the Property, and Seller agrees to sell the Property to Purchaser at the purchase price of TWENTY THOUSAND FIVE AND NO/100 DOLLARS (\$20,005.00) [the "**Purchase Price**"], subject to and as adjusted by any credits provided to Purchaser. The Purchase Price shall be paid in full by transfer of immediately available funds at Closing.
3. EARNEST MONEY. Purchaser shall not be required to deposit any earnest money in support of this Agreement. The sufficiency of the indirect costs paid by both the Seller and Purchaser in preparation and administration of the Contract through closing shall serve as ample consideration in binding both Seller and Purchaser.
4. CLOSING.
 - A. The Purchaser will schedule a closing of the purchase and sale (the "**Closing**") within thirty (30) days (the "**Closing Date**") of the expiration of the "**Inspection Period**," as that term is defined in Section 5 of this Agreement. The Closing will be at a mutually agreeable time at Coal City Village Hall, or at such other location as shall be mutually agreed upon by the Parties. At Closing, Purchaser shall pay to Seller the remaining balance of the Purchase Price, plus or minus proration.
 - B. Seller shall deliver actual possession of the Property on the Closing Date. The Property shall, on the Closing Date, be in the same general condition as of the Effective Date of this Agreement, ordinary wear and tear and use excepted, unless agreed by the Parties. Prior to Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damages or injury to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including but not limited to, inspection costs, legal fees, and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

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

- A. Upon the Effective Date and for the later of (i) thirty (30) days thereafter or (ii) or the expiration of the "Title Cure Period," as hereinafter defined (the Effective Date through the last to occur of these dates shall be known as the "**Inspection Period**"), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Property during the Inspection Period for any purpose related to this transaction, including, without limitation, inspecting, surveying, engineering, performance of environmental tests, and such other work as Purchaser shall consider appropriate (the "**Inspections**"). Seller agrees to cooperate in all respects to facilitate Purchaser's inspection and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Purchaser's reasonable request. Upon the voluntary or involuntary termination of the Inspection Period, Purchaser shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.
- B. During the Inspection Period, Purchaser shall have the further right to make such inquiries of governmental agencies, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory, zoning and financial approvals from any local, state, or federal governmental entity or agency necessary for the development, construction, and operation of Purchaser's intended use of the Property.
- C. The Purchaser's Inspections of the Property are subject to the Purchaser holding Seller and its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors, and assigns, harmless and fully indemnifying Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section 5(c) shall survive Closing.
- D. The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, whether to proceed with the purchase of the Property. In the event such conditions to Purchaser's obligations have not been satisfied within the Inspection Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement.
- E. In the event that the Inspections uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing and the Seller will

have the option, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law prior to Closing.

- F. Purchaser agrees to buy the Property as is, without a title search, or at Purchaser's expense and option, obtain such title reports and surveys as to the Property as Purchaser may desire. Purchaser shall advise Seller in writing during the Inspection Period concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable, provided that (i) covenants, conditions and restrictions of record, (ii) general real estate taxes not yet due and payable, (iii) all easements of record, (iv) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Seller shall so remove, and (v) matters that would be revealed by an ALTA survey of the Property shall be deemed "Permitted Exceptions." Such written notice shall constitute "Purchaser Title Notice." In the event of such notice, the conveyance to Purchaser shall be delayed pending Seller's efforts to resolve the same. In event the Seller is unable or unwilling to cure such defects within a reasonable time after notice thereof, Purchaser may elect to cancel and terminate this Agreement and the rights and obligations of the parties hereunder. Failure to notify Sellers of any objectionable title defect as above said shall constitute a waiver thereof and any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become Permitted Exceptions.

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

- A. Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.
- B. To the knowledge of Seller, Seller is the owner of marketable and insurable fee simple title to the Property, free and clear of all liens, claims, security interests, encumbrances, leases of every kind, except those encumbrances (if any) which will be paid off at Closing.
- C. There are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("**Contracts**") relating to the Property with respect to any agent, employee or third party, which are not terminable at the will of the Seller on not more than thirty (30) days' notice and without penalty.
- D. To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any

condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the date hereof and the date of Closing, any notice of code violations is received, or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

- E. The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.
- F. All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.

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

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

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

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

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

8. CONDITION OF PROPERTY.

- A. PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:
- i. the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the development of the Property; and
 - ii. the habitability, merchantability, marketability, profitability or fitness of the Property for Purchaser's intended use(s) thereof.
- B. The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of defects which may now or hereafter exist with respect to the Property. This Section 8(B) shall survive Closing.

9. TAXES AND SPECIAL ASSESSMENTS. At and as of the Closing, Seller and Purchaser shall make adjustments for and apportion all expenses with respect to the Property including, without limitation, adjustments and apportionments with respect to real estate taxes and all expenses accrued prior to and on the Closing Date. All taxes and expenses accrued prior to and including the date of Closing shall be paid by Seller. The tax apportionment shall specifically include any real estate taxes applicable to any period prior to Closing, regardless of when assessed or levied, and include all special assessments affecting the Property, including installments thereof due after Closing and any real estate taxes attributable to any existing improvements. All expenses with respect to the Property accruing after the Closing Date shall be paid by Purchaser. Notwithstanding the foregoing, if the Property is subject to any special assessments, Purchaser may elect to take title to the Property subject to the unpaid balance of any such special assessments and receive a credit against the Purchase Price in respect thereof. Real estate taxes for which Seller is responsible and special assessments which are not paid prior to Closing shall be paid by means of a credit to Purchaser against the Purchase Price. If the amount of any real estate taxes to be adjusted is not ascertainable at the time of Closing, the adjustment thereof shall be on the basis of 110% of the amount of the most recent ascertainable real estate taxes. All proration, of taxes or otherwise, shall be final as of the Closing Date. The terms of this section shall survive the Closing.

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

11. SELLER'S OBLIGATIONS AT CLOSING. At or prior to the Closing Date, Seller shall:

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

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

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

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

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

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

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

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

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

17. BROKERAGE. Seller and Purchaser acknowledge that neither party has acted as a real estate broker or agent, in connection with the transaction contemplated herein and neither party has employed a real estate broker or agent. Therefore, no real estate commission is due. Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim

(including reasonable expenses, including legal fees and costs, incurred in defending such claim, demand, or cause of action) made by a broker or sales agent or similar Party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

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

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

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

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

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

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

If to Seller:

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

With a copy to:

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

If to Purchaser:

With a copy to:

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

SELLER:

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: _____
Terry Halliday,
Village President

Date: _____

(SEAL)

Attest:

Pamela Noffsinger,
Village Clerk

PURCHASER:

MARK SCAGGS

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

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

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

Notary Public

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2022

RE: ADOPTION OF NEW KEEPING OF CHICKENS TEXT AMENDMENT

The Zoning Board of Appeals has been working since the beginning of the year on a text amendment that would amend the code regarding the keeping of chickens on residential properties within Coal City. Currently, Section 91.38 focuses primarily upon the placement of a chicken coop on the property and ensures it may be no closer than 75 feet from any neighboring improvement, e.g. shed, garage, primary structure, etc. The current standard limits the total capability of those residences who can participate in keeping chickens at their property.

Having reviewed the existing standard, the Zoning Board of Appeals added many more qualitative standards in addition to amending the distance downward to 30 feet from adjacent structures. As can happen when these reviews begin, the term animal yard was formerly used, which allows an interesting array of animals in addition to chickens or hens. The recommended amendment clarifies much of the existing language to include many more standards such as limiting the total number of chickens that may be kept on the property and a provision by which there can be no roosters.

After being on the agenda for quite some time and having about three significant revision reviews, this amendment ordinance was recommended following a public hearing concerning its consideration. The vote for recommendation had all but member in attendance of its adoption.

Recommendation:

Adopt Ordinance No. ____: Amending the Village Code regarding the Keeping of Chickens on Residential Properties.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 22-

**AN ORDINANCE AMENDING CHAPTER 91 OF THE CODE OF ORDINANCES TO
AMEND THE REQUIREMENTS REGARDING KEEPING CHICKENS WITHIN THE
VILLAGE OF COAL CITY**

TERRY HALLIDAY, Mayor
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
DAVE 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. 22-

AN ORDINANCE AMENDING CHAPTER 91 OF THE CODE OF ORDINANCES TO AMEND THE REQUIREMENTS REGARDING KEEPING CHICKENS WITHIN THE VILLAGE OF COAL CITY

WHEREAS, the Illinois Municipal Code provides that municipalities may pass and enforce all necessary police ordinances; prevent or suppress noises, disturbances, and trespasses; define and abate nuisances; regulate the use of the streets and other municipal property; and prevent and regulate all amusements and activities having a tendency to annoy or endanger persons or property on the sidewalks, streets, and other municipal property; and

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

WHEREAS, pursuant to the Illinois Municipal Code, no fine or penalty, except civil penalties provided for failure to make returns or to pay any taxes levied by the municipality, shall exceed \$750 and no imprisonment for failure to pay any fine, penalty or cost shall exceed six months for one offense; and

WHEREAS, the health and safety of the residents requires that penalties for Village Code violations be sufficient to deter and reimburse the Village for enforcing said violations; and

WHEREAS, the regulations concerning the practice of keeping chickens is a health and safety issue and must be regulated accordingly.

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

Section 1. Recitals. The recitals listed below shall replace the existing code provisions.

- A. The text provided below shall replace the current Sections 91.37 & 91.38 in their entirety:

91-37 Animal yard restrictions; swine prohibited.

Other than those properties located within an agriculturally zoned property, no person shall cause or allow any stable or place where any animal is or may be kept to become unclean or unwholesome. It shall be unlawful to keep any live, including any hooved animals such as swine or pigs, in the Village. Those animals that qualify as fowl, must comply with the requirements contained herein.

91-38 Poultry yard requirements.

One must abide to the requirements within this section to keep fowl on residential property within Coal City. Any poultry yard may be no closer than 30 feet from any building used for residential property by anyone other than the one maintaining the subject poultry yard.

1. For the purpose of this section, "poultry yard" includes every enclosure, shed, or structure used to house one or more live fowl; the term "fowl" includes only those animals herein listed – chickens, and geese.
2. Fowl may be kept within a small enclosure, also known as a chicken coop, constructed in a manner and maintained to be impenetrable by rats or rodents. Such an enclosure must provide a minimum of 4 square feet per chicken or hen, maintained at all times, and cannot exceed 8 feet in height. Keeping chickens is lawful according to adherence to all of the provisions provided below.
 - a. Chickens, hens, and coops are restricted to a rear yard that must be fenced with sufficient height to restrict chickens from fleeing elsewhere.
 - b. There must be a minimum of 100 square feet per Chicken or Hen of open yard space in fenced area.
 - c. There shall be no roosters.

- d. The total amount of chickens on the property may not exceed 5 chickens.
 - e. All chickens must be returned and placed in the coop by nightfall.
 - f. No slaughtering of chickens may occur on the property.
 - g. No breeding of chickens or hens may take place on the property.
 - h. All feed must be kept in tightly sealed containers except when feed is being placed for consumption by the chickens.
 - i. Chicken and hen coops and yards must be cleaned on a regular basis and must remain free from accumulated waste.
 - j. Deceased chickens or hens must be disposed in a sanitary manner.
 - k. Chicken and hen health must be maintained with proper water and feed as animal cruelty standards require.
3. Every poultry yard shall be adequately maintained so as to be impenetrable by rats or other rodents. The presence of any rats in any poultry yard shall be prima facie evidence that the yard is maintained in violation of the provisions of this section.

Section 2. Effective Date. After its passage, the amended provisions of Chapter 50, outlined herein, shall be effective and commence 10 days after this Ordinance is printed in book or pamphlet form and published by the authority of the corporate authorities.

SO ORDAINED this _____ day of _____, 2022, at
Coal City, Grundy County, Illinois.

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

Existing language Concerning Keeping Chickens within Coal City

§ 91-37Housing; swine prohibited.

No person shall cause or allow any stable or place where any animal is or may be kept to become unclean or unwholesome. It shall be unlawful to keep any live swine or pigs, in the Village.

§ 91-38Poultry or animal yard restrictions.

A.

It shall be unlawful to maintain in the Village any poultry or animal yard within 75 feet of any building used for residence property by anyone other than the one maintaining such poultry or animal yard or his or her immediate family; within 75 feet of any public way other than an alley; or within 100 feet of any church or school building.

B.

For the purpose of this section, "poultry or animal yard" includes every enclosure, shed, or structure used to house one or more live fowl, including in the term "fowl" chickens, ducks, geese, turkeys, and other poultry, or one or more cattle, horses, sheep, goats, rabbits, or other domestic animals.

C.

Every poultry or animal yard shall be adequately maintained so as to be impenetrable by rats or other rodents. The presence of any rats in any poultry or animal yard shall be prima facie evidence that the yard is maintained in violation of the provisions of this section.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2022

RE: APPROVING BIDS FOR THE 2022 ROAD CONSTRUCTION PROGRAM

There are a lot of numbers to be considered as the Village looks to get as much roadwork as possible completed within the current construction season. Due to funding sources, a side-by-side bid was planned in order to best utilize available MFT funds in addition to additional village allocated capital funding sources to include funds #38, & #20. When the final streets list was reviewed by the Village Board, it totaled \$853,841 although there is currently \$727,356 budgeted within the current fiscal year's plan. The bids came in significantly less than estimated at \$787,576.44, i.e. the total of the MFT bid at \$309,629.45 and the non-MFT work at \$477,946.99. This will still leave some disparity between the available funds and the bid amount. However, Ryan has reviewed the work and the bid quantities will likely result in an actual expenditure of \$450,000 to complete all of the non-MFT work, which will shrink the gap by nearly 50%.

Each year, the final payout for these projects depend upon the final quantities to be utilized to complete the actual estimated projects. Rather than adding any additional work, the added work will remain austere and it is hoped total costs will be less than the current initial total estimate of \$759,630. The MFT bid came in \$9,629.45 above the Resolution's anticipated amount of \$300,000. This difference along with the final quantities will be paid from Village managed funds. There was one bidder for this project – D Construction, primarily due to the amount of work and logistics stresses that currently exist in the marketplace. It is recommended each of the bids be approved as submitted. The engineers will track final quantities to attempt to lessen the gap and have total expenditures be as close to the fiscal plan as possible. Depending upon the quantities that make up the difference, additional funds will need to most likely come from funds #38 or #20 by the time final payments are made.

Attached is the Chamlin recommendation for each of the side-by-side bids, the Village Clerk's summary of the bid letting, as well as the 2022 Roadwork Construction Plan.

Recommendation:

- 1.) Awards the 2022 MFT Street Work to the lowest responsive bidder, D Construction in the amount of \$309,629.45.
- 2.) Awards the 2022 non-MFT Street Work to the lowest responsive bidder, D Construction in the amount of \$477,946.99.



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

MEMORANDUM

DATE: July 6, 2022

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

FROM: Ryan E. Hansen

SUBJECT: Village of Coal City
2022 MFT (Prairie Oak Estates & Oak Street)

Bids were received and were publicly opened and read today for the 2022 MFT (Prairie Oak Estates & Oak Street). All bids received met the intent of the proposal documents and were in order; the bid results

BIDDER	AMOUNT
D Construction, Inc.	\$309,629.45

Based on the proposals received, we recommend the project be awarded to the low, responsive, responsible bidder, D Construction, Inc. in the amount of \$309,629.45 .

Enclosure

REH/hp

Project # 66421.00



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

MEMORANDUM

DATE: July 6, 2022

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

FROM: Ryan E. Hansen

SUBJECT: Village of Coal City
2022 Street Maintenance

Bids were received and were publicly opened and read today for the 2022 Street Maintenance. All bids received met the intent of the proposal documents and were in order; the bid results are as follows:

BIDDER	AMOUNT
D Construction, Inc.	\$477,946.99

Based on the proposals received, we recommend the project be awarded to the low, responsive, responsible bidder, D Construction, Inc. in the amount of \$477,946.99 .

Enclosure

REH/hp

Project # 66421.01

**BID LETTING
2022 STREET MAINTENANCE PROJECT
MFT & NON-MFT
JULY 6, 2022**

At 10 a.m. on Wednesday, July 6, 2022 in the boardroom of the Village Hall, a bid letting was held regarding the 2022 MFT Project and 2022 Non-MFT Street Maintenance Project. In attendance were Trustee David Spesia, Matt Fritz, Village Administrator and a representative from D Construction. Ryan Hansen from Chamlin Engineering conducted the bid letting.

There was only one bidder, D Construction, Coal City, Illinois. The results of the bid letting were:

2022 MFT Project

\$309,629.45

D Construction, Coal City, IL

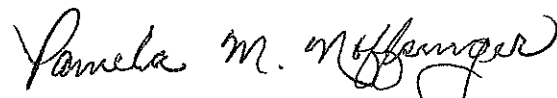
It was noted that the engineering estimate was \$300,000

2022 Non-MFT Street Maintenance Project

\$477,946.99

D Construction, Coal City, IL

The results will be presented at the next Village Board meeting on Wednesday, July 13, 2022. The bid letting concluded at 10:02 a.m.



Pamela M. Noffsinger, Village Clerk

Traditional MFT & Non-MFT Street Work: Construction Costs Only

<u>Funding Source</u>		<u>Project Descriptions</u>	<u>Estimate</u>	<u>with 15% over</u>	<u>Revised Final</u>
Motor Fuel Tax	\$300,000	Prairie Oak Estates	\$207,979	\$239,176	\$296,106
Capital Fund*	<u>86,000</u>				
	\$386,000	N. Lincoln: 4th - North	79,425	91,340	127,220
+ Addit'l #38 Funds	<u>40,000</u>	W. Oak: DiPaolo - Bike Path	50,740	58,350	58,350
	426,000	6th Ave.: 1st Street to End	4,016	4,618	4,618
		E. 1st Street: Lincoln - 1st Ave.	15,740	18,100	TIF
		N Irving: 2nd - 4th Streets	8,878	10,208	35,932
		N. Washington: Division - Alley	8,373	9,629	TIF
		N. Kankakee: 1st Street - 2nd St.	15,765	18,129	18,129
		DeWitt: Gordon - Oak Streets	27,093	31,158	
		E. 2nd Street: Garfield - Irving	12,405	14,265	14,265
			\$222,435	\$255,797	258,514
		Subtotal of Work Funded with #15 & #38	\$430,414	\$494,973	\$554,620
TIF	\$178,209	Berta Road at Reed	\$8,032	\$9,237	\$9,237
+ engineering	19,603	S. Baima: Division - Church	36,465	41,936	41,936
		S. Shabbona: Division - Baima	17,449	20,065	20,065
		Vermillion: Church - Washington	19,942	22,934	22,934
		Church: Vermillion - Baima	6,736	7,747	7,747
		Broadway Alley: Spring - Elm	52,045	59,852	59,852
		Broadway Alley: Elm - Walnut	14,295	16,438	16,438
			\$154,964	\$178,209	\$205,938
Sani Bonds	\$93,283	Sanitary Plant Access & Parkg Lot	\$81,115	\$93,283	\$93,283
+ engineering	\$10,261				
		Side-by-side 2022 Roadwork Bids	\$666,493	\$766,465	\$853,841
DCEO 2nd Ave Grant	\$74,243	2nd Ave.: North - 2nd Street	64,560	74,243	74,243
MFT Special Project	\$373,240	N. Broadway Bridge Reconstruction	373,420	373,420	373,420

* this fund pays for ALL Engineering Fees for MFT/Non-MFT work

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2022

RE: SLUDGE REMOVAL PRICING RECOMMENDATION

As part of the sanitary treatment collection and treatment, sludge removal is scheduled every other year in order to ensure the waste is managed in a proper manner. This expenditure was budgeted at \$100,000 within the current fiscal year, which would enable the full 800,000 gallons to be processed within the available pricing. Although Public Works sought multiple quotes, there were only two firms that provided pricing –

<u>Firm</u>	<u>Price/gallon treated</u>	<u>Setup</u>	<u>Cost for Max Amount</u>
Stewart	\$0.117	\$ 6,000	\$ 99,600
Synagro	\$0.120	\$25,000	\$121,000

Attached is the contract to allow Stewart Spreading to provide the sludge removal for Coal City for this year.

Recommendation:

Select Stewart Spreading as the lowest responsive bidder to the Village's request for pricing and authorize the Village Administrator to enter into a contract for such services.



The Village of Coal City will be responsible for:

- Providing access to the plant and area around the plant for mobilizing equipment and operations;
- Provide a current landfill profile as required by the Prairie view landfill;
- Paying all landfill disposal / tipping fees;
- Allowing extended hours during hauling events if weather conditions create possible schedule changes;
- Providing a total volume of approximately 600,000 - 800,000 gallons to be invoiced;
- Provide water source with 60-gpm, 60-psi;
- Provide a return for the filtrate;
- Provide 480-volt, 3-phase, 100-amp breaker;
- Providing a contact person and information during hours of operation;
- Payment of documented invoices within 30 days of receipt.

Stewart Spreading, Inc. will be responsible for:

- Mobilization of personnel and equipment to and from the plant and landfill for safety conscious operations;
- Providing watertight dump trailers and professionally trained personnel for transportation of biosolids to the landfill;
- Performing all IEPA and IEMA reporting;
- Producing monthly operating reports to the Village of Coal City, IL. for IEPA and IEMA reporting requirements.

Price Proposal for Dewatering with transportation to the Prairie View Landfill

- Complete dewatering program of liquid biosolids including, loading, transportation and landfill disposal with all monitoring and reporting;
- \$0.117 PER GALLON DEWATERED AND TRANSPORTED TO LANDFILL, (ELEVEN POINT SEVEN CENTS PER GALLON);
- Mobilization \$6,000.00;
- Rate is based on paying prevailing wages, an estimated volume of approximately 600,000 – 800,000 gallons to be dewatered, the Prairie View Landfill Receiving a minimum of 100 tons per day and the work being performed during the summer 2022;
- A minimum of 600,000 will be invoiced;
- Invoicing will be based on the belt press flow meter report which shows the volume (gallons) removed / dewatered for invoicing purposes.

Approved by,
Village of Coal City, IL.

By: _____

Title: _____

Date: _____

Stewart Spreading, Inc.

By: Greg Halaszki

Title: Business Development Manager

Date: June 2, 2022



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

July 8, 2022

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

SUBJECT: Village of Coal City
2021 MFT Maintenance
Pay Request #2 & 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:	\$	312,282.46
Completed Amount:	\$	290,772.26
Previous Payments:	\$	276,233.65
0% Retention	\$	-
	\$	<u>14,538.61</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$14,538.61 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



Engineer's Payment Estimate



Local Public Agency: **Coal City** County: **Grundy** Route(s) (Street/Road): **Various Streets** Section Number: **21-00000-00-GM** Estimate 2
 Final

Payable to Name: **D Construction, Inc.** Date From: **09/06/21** Date To: **09/30/21**
 Address: **1488 South Broadway, Coal City, IL 60416**

Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date		
		Quantity	Values	Added	Deducted	Quantity	Unit Price	Value
- HMA Patching 6"	s.y.	1114	\$44,560.00		632	482	\$40.00	\$19,280.00
- HMA Surf Removal (Cold Mill)	s.y.	22289	\$30,090.15	2444		24733	\$1.35	\$33,389.55
- Prime Coat (SS-1)	lb.	10031	\$100.31	1100		11131	\$0.01	\$111.31
- HMA Leveling Binder	ton	1039	\$70,652.00	188.3		1227.3	\$68.00	\$83,456.40
- HMA Surface Course	ton	2076	\$141,168.00	141.4		2217.4	\$68.00	\$150,783.20
- Aggregate Shoulder	ton	412	\$10,712.00	267.7		144.3	\$26.00	\$3,751.80
Add Row		Total	\$297,282.46			Total		\$290,772.26

Miscellaneous Extras and Credits		Values
Total Miscellaneous Extras and Credits		\$290,772.26
Balance Due of Completed Work		\$290,772.26
Deduct Retainage		
Total Miscellaneous Debits		
Total Miscellaneous Debits		
Net Cost of Section		\$290,772.26
Previous Payments		\$276,233.65
Net Amount Due		\$14,538.61

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 13, 2022

RE: CCPD CANINE PROGRAM UPDATE

The Village included the start of a canine officer program within the current fiscal year's budget. In order to begin this process, Chief Harseim secured funding from drug forfeiture funds held by the Grundy County State's Attorney, Jason Helland and requested of the patrol staff if anyone was interested in taking on such a role. Last week, a Public Health & Safety Committee was held in order to review the issues and tasks involved with beginning this program. This memo is a review of the items discussed and reviewed at that committee meeting reviewed to keep the Village Board apprised of the program's progress prior to funds being expended for its support.

The cost of acquiring a "single-purpose flop-eared dog," which is to be utilized for sniffing out illegal drugs and is not trained as a bite dog, has been confirmed with the kennel that has successfully provided many similar dogs throughout Grundy County. Vohne Liche Kennels, Inc. of Denver, IN is able to provide a canine for the purchase price of \$15,600. Mr. Helland remains dedicated to providing the funding for this purpose. At this point, it is desired to begin ordering, so a dog can be available for an officer to get trained and take possession on September 8th.

In the meantime, a proposed MOU was reviewed, which is based upon the Morris Police Department MOU and recommended to the Village Attorney in an effort to work with the Coal City Chapter to recognize this new type of patrol duty to be taken up within the department. The MOU would agree upon additional compensation for the Canine Officer since he will be required to keep, feed, and train the dog continually in addition to his regular 84-hour 2-week patrol schedule. In addition, many overtime hours will be likely as the Canine Officer is utilized as needs arise outside of his regularly scheduled patrol hours. Upon the Board's continued approval of starting this program, Chief will begin reviewing the MOU with the Coal City Police Department Chapter #186 President, Sergeant Jason Clark.

Other issues were discussed to include the outfitting of a patrol squad to accommodate the addition of a canine. The majority of this cost will be reduced thanks to retaining the interior cage equipment that came from a similar model squad back when Grundy County was selling one of its squad cars. Attached is the proposed invoice from Vohne Liche Kennels as well as the ILCS requirements concerning the minimum requirements of starting a canine program. The MOU is currently under review by the Village Attorney's Office.

Vohne Liche Kennels, Inc.
 7953 N Old Rt 31
 Denver, IN 46926

Cost Quote

Date	Estimate #
6/29/2022	13062

Bill To
Coal City Police Dept 545 S Broadway St Coal City, IL 60416

Ship To
Coal City Police Dept 545 S Broadway St Coal City, IL 60416

P.O. No.	Terms	Due Date	VLK Rep		Contact #
	Net 30	7/29/2022	LAP		
Description	Qty	Rate	Total		
Single Purpose Narcotic Detector Dog Class. 3 Weeks	1	5,000.00	5,000.00		
Single Purpose Pretrained Narcotics Sport Breed Dog. Guarantee: Effective from date of purchase. 100% health 6 Months, Skeletal 12 Months. If a genetic or hereditary problem is found K-9 will be replaced. Vet report must accompany K-9 on return. Workability 3 Months, Compatibility 1 Month.	1	9,500.00	9,500.00T		
Housing for one student for three week course	20	55.00	1,100.00		
Free One Year of Kinetic Dog Food		0.00	0.00T		
TAX ID # 35-2148814			0.00		
This estimate is good for ninety days. Thank you for your inquiry.				Subtotal	\$15,600.00
(765) 985-2274 Phone				Sales Tax (0.0%)	\$0.00
(765) 985-2595 Fax				Total USD	\$15,600.00
www.vohneliche.com					

ANIMALS

(510 ILCS 83/) Police Service Dog Protection Act.

(510 ILCS 83/1)

Sec. 1. Short title. This Act may be cited as the Police Service Dog Protection Act.

(Source: P.A. 100-666, eff. 1-1-19.)

(510 ILCS 83/5)

Sec. 5. Definitions. In this Act:

"Law enforcement agency" means a county, municipal, or State law enforcement agency.

"Police dog" has the same meaning ascribed to the term in subsection (e) of Section 3.55 of the Emergency Medical Services (EMS) Systems Act.

(Source: P.A. 100-666, eff. 1-1-19.)

(510 ILCS 83/10)

Sec. 10. Medical care.

(a) The law enforcement agency, or handler of the police dog shall be required to have every police dog receive, at minimum, an annual medical examination by a licensed veterinarian.

(b) Prior to beginning service as a police dog, the employing law enforcement agency shall require the dog be vaccinated against rabies as required under Section 8 of the Animal Control Act.

(Source: P.A. 100-666, eff. 1-1-19.)

(510 ILCS 83/15)

Sec. 15. Vehicles transporting police dogs; requirements. A vehicle used to transport a police dog shall be equipped with a heat sensor monitoring device which shall:

(1) monitor the internal temperature of the vehicle in which the police dog is being transported;

(2) provide an audible and visual notification in the vehicle if the interior temperature reaches 85 degrees Fahrenheit which remotely notifies the law enforcement officer responsible for the police dog or the law enforcement agency's 24-hour dispatch center; and

(3) have a safety mechanism to reduce the interior temperature of the vehicle.

(Source: P.A. 100-666, eff. 1-1-19; 101-81, eff. 7-12-19.)