

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
SEPTEMBER 28, 2022
7:00 P.M.**

AGENDA

1. Call Meeting to order
2. Pledge of Allegiance
3. Approval of Minutes September 14, 2022
4. Approval of Warrant List
5. Public Comment
6. Halloween Hours for the village

WARRANT LIST SEPTEMBER 28, 2022

Vendor	Invoice	G/L#	Description	Amount
Airgas	9990871378	01-41-512	Cylinder Rental	92.80
		51-00-512	Cylinder Rental	92.79
Alarm Detection Systems, Inc.	34593-1101	01-41-511	P.W. Fire Alarm Oct.-Dec.	161.27
		51-00-820	P.W. Fire Alarm Oct.-Dec.	161.26
	34591-1101	01-11-511	V.H. Fire Alarm Oct.-Dec.	295.05
	34590-1101	01-21-511	P.D. Fire Alarm Oct.-Dec.	338.76
Allegra	122770	71-00-928	Fall Fest Car Show Placards	51.99
Altorfer Industries, Inc.	P53C0182626	01-41-512	Seal,Kit, & Lever 430E Backhoe	139.11
		51-00-512	Seal,Kit, & Lever 430E Backhoe	139.11
Aqua Solutions	20220913	01-21-652	Water & Cooler Charge	51.68
Bekiu, Gezim	20220824	01-41-928	CDL Class B Renewal Fee	30.00
Berkots	999875	71-00-928	Pumpkins And Mums Fall Fest	51.92
	541603	01-21-652	Drinks & Ice For Fall Fest	22.97
	999123	51-00-652	Water	24.00
	998376	51-00-652	Water	24.00
	541610	71-00928	Fall Fest Candy Touch A Truck	31.43
	380	71-00-928	Fall Fest Candy Touch A Truck	39.91
	2289	01-21-652	Supplies	28.53
Bob's Advanced Auto	134817	01-21-512	Inv. Squad Oil Change & Tire Rotation	71.45
	134607	01-41-512	Tire Repair F-150	30.98
	134817	01-21-512	Squad #75 Tire Patch L/R	30.98
Bradley, Tim	202209	01-11-562	Travel Reimbursement IML Conference	772.74
Breneman, Jill	20220920	01-31-423.1	P & Z Meetings x 5	150.00
Burns, Amanda	20220920	01-31-423.1	P & Z Meetings x 5	150.00
Carroll Constructon Supply	MO047800	01-41-514	Levelute 36" For Hot Patch	406.98
Coal City High School	20220920	01-11-553	High School Yearbook 2023 1/2 Page Ad	275.00
Crescent Electric	S510691532.001	51-00-513	Back Panel, Offset & Rail	102.22
	S510687441.001	51-00-513	Function Box	736.74
Crotteau, Richard	20220920	01-31-423.1	P & Z Meetings x 6	180.00
ESRI	94314993	01-41-657	Mobile Worker Annual Subscription	1,479.98
		51-00-657	Mobile Worker Annual Subscription	1,479.97

Fisher Auto Parts	20220901	01-41-512	Hydraulic Fluid	38.84
		51-00-512	Hydraulic Fluid	38.84
Garden Creations	Estimate	01-41-614.1	Winter Decoration Broadway Flower Pots	5,900.00
Grainco F.S.	20220831	01-41-655	Unleaded Fuel	1,081.65
		51-00-655	Unleaded Fuel	1,081.65
		01-21-655	Unleaded Fuel	1,081.64
		01-41-655	Unleaded Fuel	842.54
		51-00-655	Unleaded Fuel	842.54
		71-00-653	Unleaded Fuel	842.54
Greggain, Dan	20220917	71-00-928	Car Show Gift Bucket	53.31
Hawkinson, John	20220920	01-31-423.1	P & Z Meetings x 5	150.00
Grundy Redi-Mix	74533	01-41-880.2	110 E Division Sidewalk	193.13
		01-41-515	110 E Division Sidewalk	193.12
	74595	01-41-880.2	Kankakee & Willow Sidewalk	400.25
		01-41-515	Kankakee & Willow Sidewalk	400.25
	74752	01-41-880.2	Kankakee & Willow Sidewalk	397.75
		01-41-515	Kankakee & Willow Sidewalk	397.75
	74547	51-00-517	310 Gordon Sidewalk	767.00
Grundy Supply	303057	01-21-652	20 x Nitrile Gloves	239.80
Lewis, Maria	20220920	01-31-423.1	P & Z Meetings x 4	120.00
Mahaffey, Walt	20220920	01-31-423.1	P & Z Meetings x 6	180.00
Menards	93770065295	71-00-831	Deck Box Campbell Park	129.99
	22286069269	01-41-652	Landscape Rake, Push Brooms, Trailer Pack	124.94
Midwest Salt	226415	51-00-524	Salt For Brine	3,232.10
	226055	51-00-524	Salt For Brine	3,289.50
Newark.Com	965277	51-00-518	6 x Rechargeable Batteries	81.51
Noffsinger, Pam	20220915	01-11-561.1	Reimbursement IML Conference	26.40
P.F. Pettibone & Co.	182712	01-21-652	II. Citation Books	244.45
Postmaster	20220919	01-11-651	Roll Of Stamps V.H.	60.00
Pro Signs	13585	01-21-511	C.C.P.D. Patch Sign	195.00
Public Safety Direct, Inc.	100208	01-21-512	Squad #71 & #79 Tactical Seat Covers	315.50
R.T.D. Transport, Inc.	20220831	01-41-513	CA7 3/4 Stone & Grade8 Road Mix	1,479.62
		51-00-517	CA7 3/4 Stone & Grade8 Road Mix	1,479.61
Sandeno, Inc. Morris Asphalt	5077	01-41-514	Hot Patch Maple & Alley At Campbell Park	464.20
Southwest Mechanical, Inc.	37368	51-00-511	Repair A/C Leak At Sewer Plant	921.00

Sunshine Garden Center	353	01-21-652	Neary Memorial Flowers	75.00
Taylor Print Impressions	223806501	51-00-651	Envelopes For Utility Billing	336.02
Test, Inc.	20220921	52-00-651	Envelopes For Utility Billing	336.01
Underground Pipe & Valve, Co.	57007	51-00-517	Water Testing	626.20
Visa Admin.	20220916	51-00-651	14 B Boxes, 4 Arched B Boxes	1,414.00
		01-11-651	HP 952 Ink Water Dept.	197.74
	20220915	01-11-565	Computer Speaker	24.99
		01-11-561.2	I.M.L. Conference - T. Halliday	772.74
		01-11-565	I.M.L. Conference - M. Fritz	662.14
	20220830	51-00-657	I.M.L. Conference - S. Beach	662.14
Visa Clerk	20220920	01-11-561.1	Teamviewer Water Plant	624.75
Visa P.D.	418786	01-21-652	IML Conference Hotel & Meal	683.84
	20220915	01-21-562	Fall Fest Workers Pizza	76.53
	20220920	01-31-423.1	I.M.L. Conference C. Harseim	383.14
Vota, Georgette	4770 A	51-00-563	P & Z Meetings x 6	180.00
Walz Label & Mailing Systems	4766 A	51-00-830	Install & Training Utility Mailing Machine	200.00
		52-00-554	Support/Maintenance Agreement	570.00
		51-00-517	Support/Maintenance Agreement	570.00
Water Products - Aurora	311912	51-00-517	Standpipe, Bolts & Oil - Hydrant	135.28
White Cap, L.P.	50019643157	01-41-652	Landscaping Rakes	151.78
	10016759013	51-00-652	3" Caution Tape	99.12
Whitmore Ace	20220909	01-21-512	Exterior Paint	68.99
Wight & Co.	220062-003	71-00-536	Park Project Final Payment	7,912.50
Xylem, Ltd.	166101	71-00-531	6 Yards Of Mulch For Campbell Park	166.68
			Total	51,859.63

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 28, 2022

RE: VARIANCE FOR A CORNER SIDEYARD FENCE AT 370 S SHORT DR.

The owner of the property, located on a cul de sac at 370 S. Short Dr., Richard Yucius, would like to construct a fence within the corner side yard of his property to allow the fence to be closer than 25' from the exterior boundary of his property. The petitioner would like to go from the existing northwest corner of his residence on a straight line so as to intersect the farthest west boundary of the property approximately at that point where the dash line is placed on the map (attached). This would require a variance of about 14' from the 25' standard. This corner side yard is on a very irregularly shape lot due to its location at the entrance of a cul de sac.

No one aside from the petitioner attended the public meetings regarding the determination of this petition. It was unanimously recommended for adoption by the Zoning Board of Appeals.

Recommendation:

Adopt Ordinance No. _____: Granting a Variance at 370 S. Short to Allow a Fence to be Constructed within the Corner Side Yard.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 370 S. SHORT
DRIVE 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 A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 370 S. SHORT DRIVE IN THE VILLAGE OF COAL CITY

WHEREAS, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Richard Yucius (“applicant”) on August 24, 2022 for the placement of a 5 feet high fence; and

WHEREAS, Section 156.171(a)(2) states, “Fences shall be permitted in the rear or interior side yard...”; and

WHEREAS, a public hearing was noticed and duly held on September 19, 2022; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on September 19, 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. The Board of Trustees find as follows concerning the Variance for 370 S Short Drive:

- A. **Special Circumstances Not Found Elsewhere.** The petitioner’s yard is irregularly shaped along a cul de sac, which reduces the total square footage that is available for the utilization of the residential property customarily provided within the rear yard.
- B. **Preserves Rights Conferred by the District.** The capability to receive this variance shall allow the petitioner to utilize their property in the same manner as provided to the remainder of the surrounding residential district.
- C. **Consistency with the Local Area and Comprehensive Plan.** This variance is consistent with other corner side yards located within the subdivision also similarly situated along a cul de sac. The provision of a variance shall allow the property to be utilized in the manner consistent with the comprehensive plan.

- D. **Minimum Variance Recommended.** The requested variance is the minimum footage required to gain relief from the hardship of the regular corner side yard setback that should be utilized for the placement of a fence on this residential property.

Section 3. Description of the Property. The property is located at 370 S. Short Drive in the Village of Coal City within an RS-3 District.

Section 4. Public Hearing. A public hearing was advertised on August 31, 2022 in the Coal City Courant and held by the Planning and Zoning Board on September 19, 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 August 24, 2022 Variance Application to the Zoning Code are granted as follows:

- A. A variance in conjunction with Section 156.171(a)(2) is hereby granted to allow the 5-ft. high straight line fence as described by the applicant, to be installed within the corner side yard. This shall provide an 11-foot setback (a variance of 14 feet) as measured at the northwest corner of the primary structure and the westerly boundary of the property.

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

- A. The fence 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.

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A
FENCE WITHIN THE CORNER SIDE YARD OF
370 S. SHORT DRIVE IN THE VILLAGE OF COAL CITY**

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

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Richard Yucius

Address: 370 S. Short Dr Phone number: 815-258-0031

owner represented by: self attorney

contract purchaser _____ other agent _____

agents name _____ phone number: _____

address: _____

existing zoning: RS-3 use of surrounding properties: north RS-3 south RS-3

east RS-3 west RS-3

what zoning change or variance: (specify) A variance of 15ft from Building line

to allow what use A Fence within/past the front Building line

tax number of subject property: 09-02-252-013

common address of property: _____

parcel dimensions: 120x100 088 lot area (sq.ft.) _____

street frontage Short Drive, Joseph Ct

legal description _____

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 applicants reference.

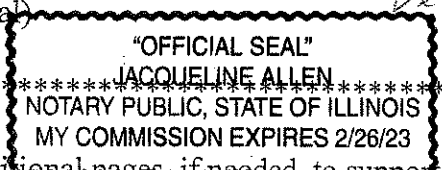
I, (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief.

Richard Yuenis, being first duly sworn, on oath
Applicants name

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

Subscribed and sworn before me on this 24th day of August 2022.

Jacqueline Allen Notary Public (Seal) Richard Yuenis Signature of owner



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

Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>2A-355</u>	Location of hearing	
Filing date	<u>8-24-22</u>	Village Hall	
Hearing date	<u>9-19-22</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		

STAKEOUT PLAT

LOT 37, IN MEADOW ESTATES SUBDIVISION PHASE 5, A RESUBDIVISION OF LOT 403 IN MEADOW ESTATES SUBDIVISION PHASE 4 OF PART OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 2020 IN PLAT CABINET I, SLIDE 82, AS DOCUMENT NO. 592964, IN GRUNDY COUNTY, ILLINOIS.



(IN FEET)
1 inch = 20 ft.

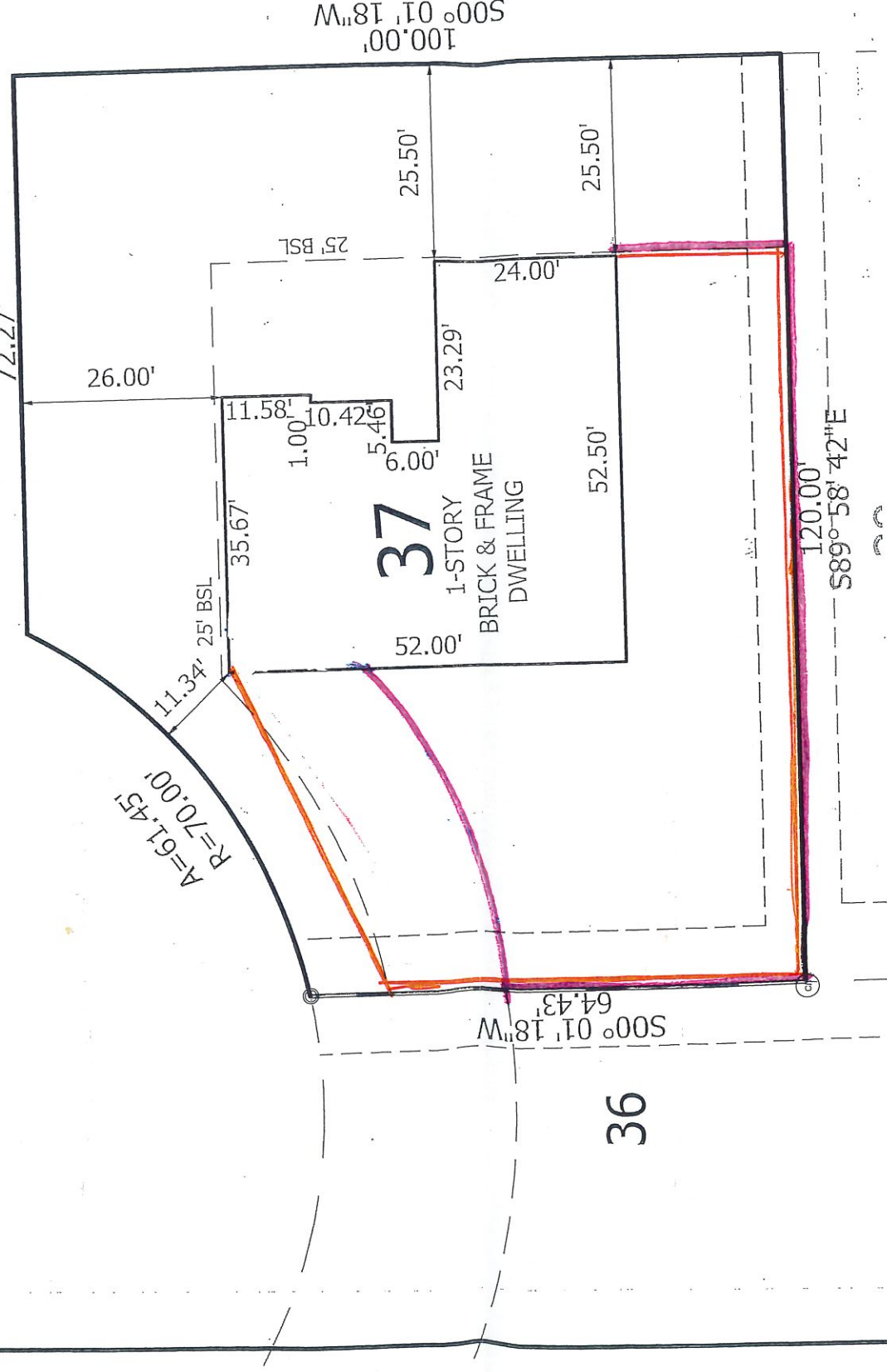
370 S. Short

Sharon & Rich Yucius

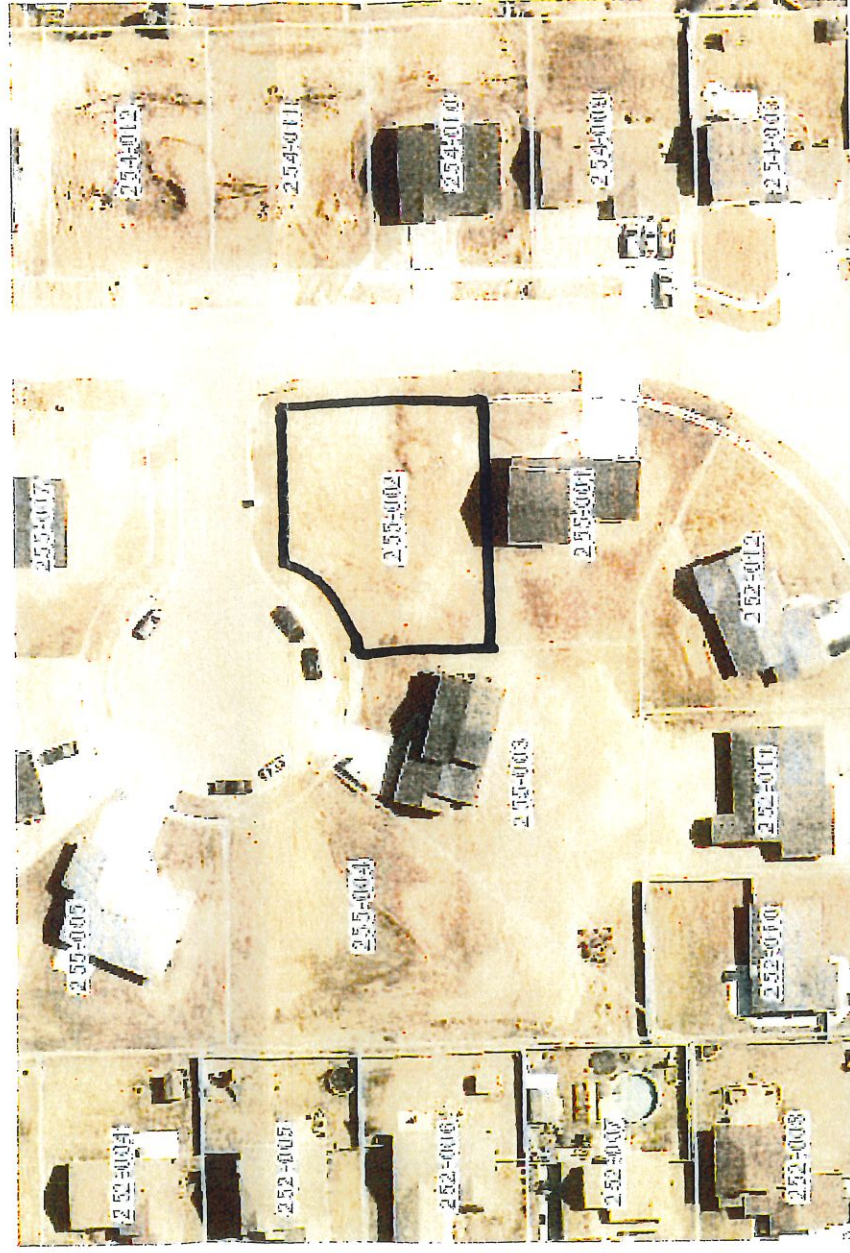
815-258-0031

JOSEPH COURT

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72.27'



SHORT DRIVE



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STANDARD FOR A BOUNDARY SURVEY.

F.B. MISC 259
PAGE 10

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5/729-0782

FILE NO:

SCAGGS CONSTRUCTION CO.

R428.16

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 28, 2022

RE: FOLLOWING STATUTE ON DOCUMENT RETENTION

The Village is to review and acknowledge that it abides with document retention requirements concerning its maintenance of the meeting and executive meeting minutes. Following the Village's document retention policies and meeting state statutes, the attached resolution allows for minutes that have been converted to written minutes to have their recordings eliminated.

Recommendation:

Adopt Resolution No. _____: Approving the Content of certain Meeting Minutes and Allowing the Destruction of Certain Records.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION NUMBER 22-__

**A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION
MINUTES, AUTHORIZING THE CONTINUED RETENTION OF CERTAIN
EXECUTIVE SESSION MINUTES AND AUTHORIZING THE DESTRUCTION OF
VERBATIM RECORDINGS OF CERTAIN VILLAGE BOARD EXECUTIVE SESSIONS**

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

completion of those executive session minutes, the minutes of such closed sessions have been approved as to content, and the Village Board hereby finds and determines that destruction of the verbatim audio recordings of the identified closed sessions set forth in Section 4 is advisable and in accordance with the requirements of the Open Meetings Act and hereby approve and direct such destruction in accordance with Section 2.06(c) of the Act.

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. APPROVAL AS TO CONTENT.

The written minutes of all Village Board executive session meetings are hereby approved as to content.

SECTION 3. DETERMINATION OF CONFIDENTIALITY AND DIRECTION TO WITHHOLD EXECUTIVE SESSION MINUTES.

The Village Clerk is hereby authorized and directed to maintain the minutes from all executive session meetings in a confidential matter in order to protect the public interest and the privacy of individuals.

SECTION 4. DESTRUCTION OF CERTAIN VERBATIM AUDIO RECORDINGS.

The Village Clerk is hereby authorized and directed to destroy forthwith all verbatim audio recordings of closed session meetings of the Village Board which took place on or prior to March 1,

2021.

SECTION 5. RESOLUTION OF CONFLICTS.

All resolutions or ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. 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 7. EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SO RESOLVED this _____ day of _____, 2022, at Coal City, Grundy and 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: September 28, 2022

**RE: RESUMPTION OF ILLINOIS RECOVERY GROUP & ANNEXATION
ADJACENT TO THE EARLY CHILDHOOD CENTER**

Back in September of 2020, when Airgas began looking at a location adjacent to the Union Pacific Railroad spur on S. Broadway, the owners of the property who also own the property at D Construction began the annexation process. However, due to the untimely death of an individual within the ownership group and some extended negotiation with Airgas regarding the terms of the lease agreement, this annexation never progressed from its submittal to the Village Board.

At this time, the ownership group wishes to renew the annexation process to voluntarily annex to the Village of Coal City regarding two locations. The first location is the unincorporated parcels south of Reed Road on the east side of S. Broadway, which includes the Illinois Recovery Group operation and future placement areas for possible track sidings. This location would incorporate approximately nearly 73 additional acres of industrial space on parcels 09-14-100-001, 09-14-100-004, 09-14-100-002, & 09-14-300-009.

The second location is a horseshoe property that wraps around the Early Childhood Center along the west side of Carbon Hill Road. An affiliated ownership group with these owners owns this land as well. Their incorporation would allow a potential TIF district amendment to incorporate more school district property if the district is to be amended with additional incorporated acreage. This portion is parcel #09-04-400-003, which is about 65 acres in total size.

This request is simply accepted by the Village Board. There are quite a few actions that must take place prior to the land reaching a point of being annexed and incorporated. The majority of this will take place at the Planning & Zoning Board before any ordinances are recommended for adoption.

Recommendation:

Accept the Request of Annexation for the "ECC Kett Land Annexation" and the "2390 S. Broadway Annexation" properties.

2960 S. Broadway Annexation Area



**VILLAGE OF COAL CITY
PETITION FOR ANNEXATION**

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner, 2390 S. BROADWAY STREET, LLC, an Illinois limited liability company with offices at 270 S. Broadway, Coal City, Illinois (hereinafter, "**Petitioner**") respectfully states the following under oath:

1. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 30⁺/100 acres, bounded by incorporated Village of Coal City to the west and north, lying immediately east of S. Broadway Road, south of E. Reed Road and west of the Union Pacific railroad tracks, located in unincorporated Grundy County, Illinois, which territory is legally described in **Exhibit A** attached hereto and made a part hereof, being identified by PIN 09-14-100-001 ("**Parcel 001**").
2. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 2.34⁺/100 acres, bounded by incorporated Village of Coal City to the west, lying immediately east of S. Broadway Road and west of the Union Pacific railroad tracks, located in unincorporated Grundy County, Illinois, which territory is legally described in **Exhibit B** attached hereto and made a part hereof, being identified by PIN 09-14-100-004 ("**Parcel 004**").
3. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 27⁺/100 acres, bounded by incorporated Village of Coal City to the west and north, lying immediately east of S. Broadway Road and west of the Union Pacific railroad tracks, commonly known as 2390 S. Broadway Road, located in unincorporated Grundy County, Illinois, which territory is legally described in **Exhibit C** attached hereto and made a part hereof, being identified by PIN 09-14-100-002 ("**Parcel 002**").
4. Parcels 001, 002 and 004 shall hereinafter be cumulatively known as the "**Annexation Territory**."
5. The Petitioner signing this Petition constitutes all of the owners of record of the Annexation Territory.
6. The Annexation Territory is not situated within the corporate limits of any municipality and is wholly unincorporated.
7. The Annexation Territory is contiguous to the corporate limits of the Village of Coal City.
8. There are no electors residing in the Annexation Territory.

9. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Annexation Territory.
10. All statutory notices required to annex the Annexation Territory shall be provided prior to the Village of Coal City's enactment of an ordinance annexing the Annexation Territory.
11. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
12. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

WHEREFORE, PETITIONER RESPECTFULLY REQUESTS:

- A. That this Petition and annexation be conditioned upon Petitioner and the Village of Coal City entry into an annexation agreement ("*Annexation Agreement*") following a duly noticed public hearing concerning the same.
- B. That the Annexation Territory be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City upon fulfillment of the conditions precedent set forth in the Annexation Agreement, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended.
- C. That said Annexation Territory be annexed in accordance with the terms of the Annexation Agreement.

Dated this _____ day of September, 2022.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, that the allegations are true and correct to the best of his/her knowledge, that he/she has been properly authorized to execute this Petition for Annexation on behalf of Petitioner:

2390 S. BROADWAY STREET LLC

By:

Its: _____

SUBSCRIBED AND SWORN TO
before me this _____ day of
September, 2022

Notary Public

EXHIBIT A

PARCEL 001 LEGAL DESCRIPTION

THE WEST 30 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN COUNTY OF GRUNDY IN THE STATE OF ILLINOIS, CONTAINING 30 ACRES MORE OR LESS SITUATED AT MORRIS, ILLINOIS.

EXHIBIT B

PARCEL 004 LEGAL DESCRIPTION

THE NORTH 100 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RAILROAD RIGHT OF WAY, TOWNSHIP OF BRACEVILLE, COUNTY OF GRUNDY, STATE OF ILLINOIS.

EXHIBIT C

PARCEL 002 LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8 LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD (I.C. GULF R.R.) EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 500 FEET; THENCE IN A NORTHWESTERLY DIRECTION A DISTANCE OF 750 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE SAID NORTHWEST 1/4 THAT IS 300 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH ALONG SAID WEST LINE OF THE NORTHWEST 1/4, 300 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 100 FEET THEREOF, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

**VILLAGE OF COAL CITY
PETITION FOR ANNEXATION**

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY) SS.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner, KETT LAND DEVELOPMENT LLC, an Illinois limited liability company with offices at 1488 S. Broadway, Coal City, Illinois (hereinafter, "*Petitioner*") respectfully states the following under oath:

1. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 13.4⁺/₋ acres, bounded by incorporated Village of Coal City to the west and south, lying immediately east of S. Broadway Road and west of the Union Pacific railroad tracks, located in unincorporated Grundy County, Illinois, which territory is legally described in **Exhibit A** attached hereto and made a part hereof, being identified by PIN 09-14-300-009 ("*Annexation Territory*").
2. The Petitioner signing this Petition constitutes all of the owners of record of the Annexation Territory.
3. The Annexation Territory is not situated within the corporate limits of any municipality and is wholly unincorporated.
4. The Annexation Territory is contiguous to the corporate limits of the Village of Coal City.
5. There are no electors residing in the Annexation Territory.
6. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Annexation Territory.
7. All statutory notices required to annex the Annexation Territory shall be provided prior to the Village of Coal City's enactment of an ordinance annexing the Annexation Territory.
8. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
9. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

WHEREFORE, PETITIONER RESPECTFULLY REQUESTS:

- A. That this Petition and annexation be conditioned upon Petitioner and the Village of Coal City entry into an annexation agreement ("*Annexation Agreement*") following a duly noticed public hearing concerning the same.
- B. That the Annexation Territory be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City upon fulfillment of the conditions precedent set forth in the Annexation Agreement, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended.
- C. That said Annexation Territory be annexed in accordance with the terms of the Annexation Agreement.

Dated this _____ day of September, 2022.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, that the allegations are true and correct to the best of his/her knowledge, that he/she has been properly authorized to execute this Petition for Annexation on behalf of Petitioner:

KETT LAND DEVELOPMENT LLC,

By:

Its: _____

SUBSCRIBED AND SWORN TO
before me this _____ day of
September, 2022

Notary Public

EXHIBIT A

ANNEXATION TERRITORY LEGAL DESCRIPTION

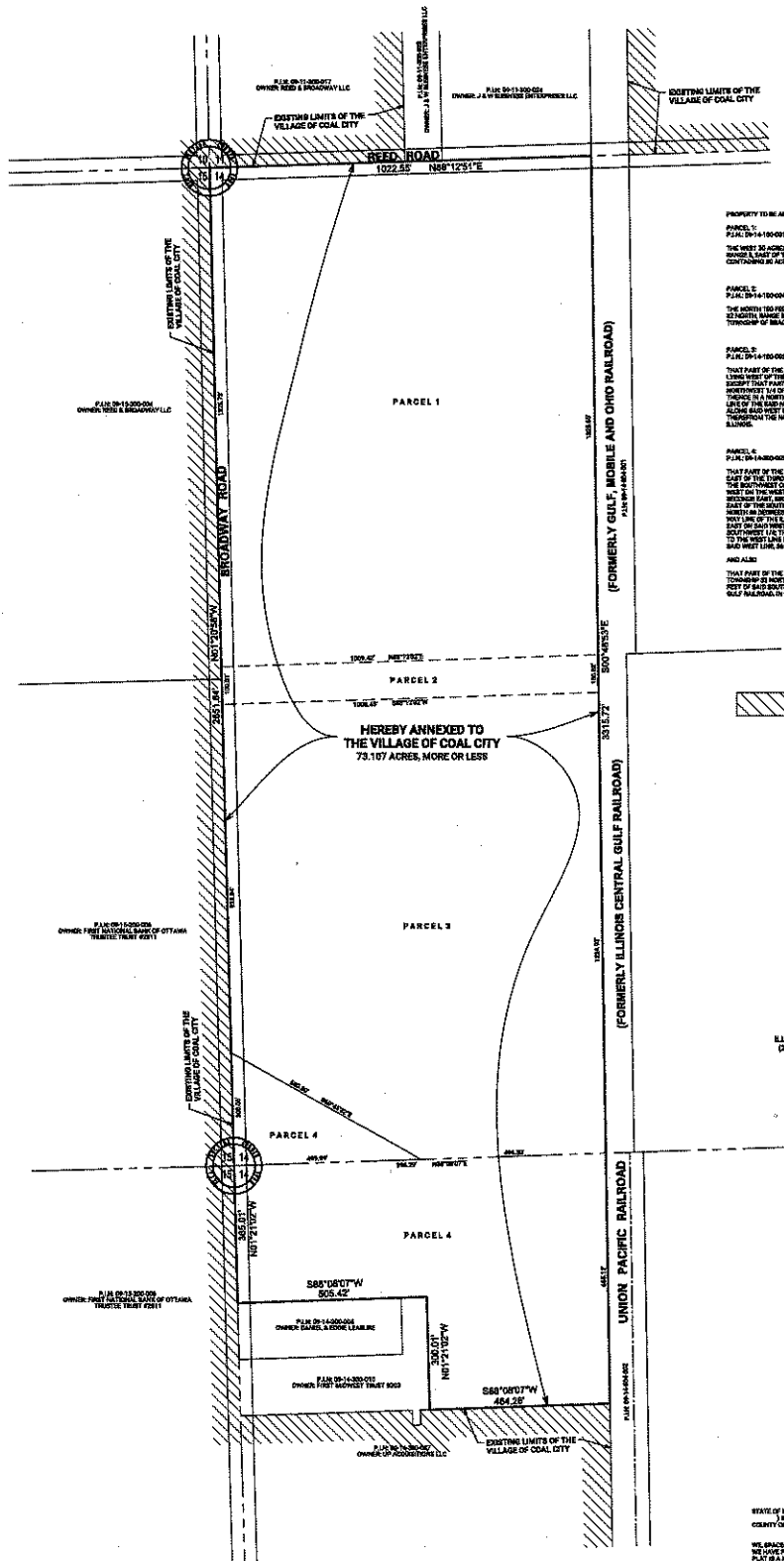
THAT PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4; THENCE NORTH 01 DEGREES 20 MINUTES 59 SECONDS WEST ON THE WEST LINE OF SAID NORTHWEST 1/4, 300.00 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 51 SECONDS EAST, 580.81 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST 1/4 THAT IS 500.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4, AS MEASURED ON SAID SOUTH LINE, THENCE NORTH 88 DEGREES 08 MINUTES 11 SECONDS EAST, ON SAID SOUTH LINE, 496.17 FEET TO THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD; THENCE SOUTH 00 DEGREES 47 MINUTES 09 SECONDS EAST ON SAID WEST RIGHT OF WAY LINE, 365.06 FEET TO THE SOUTH LINE OF THE NORTH 365 FEET OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 08 MINUTES 11 SECONDS WEST ON SAID SOUTH LINE, 992.61 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01 DEGREES 20 MINUTES 56 SECONDS WEST ON SAID WEST LINE, 365.03 FEET TO THE POINT OF BEGINNING.

AND ALSO

THAT PART OF THE SOUTH 300.00 FEET OF THE NORTH 665.00 FEET TO THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 505.40 FEET OF SAID SOUTHWEST 1/4 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD, IN GRUNDY COUNTY, ILLINOIS.

PLAT OF ANNEXATION TO THE VILLAGE OF COAL CITY

P.L.M.:
09-16-100-001
09-16-100-004
09-16-100-002
09-16-100-009



FOR REVIEW
PURPOSES ONLY

PROPERTY TO BE ANNEXED:

PARCEL 1:
P.L.M. 09-16-100-001
THE WEST 30 ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LOCATED IN COUNTY OF GRANT IN THE STATE OF ILLINOIS, CONTAINING AN ACRES MORE OR LESS SITUATED AT MORSE, ILLINOIS.

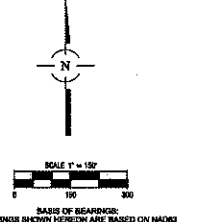
PARCEL 2:
P.L.M. 09-16-100-004
THE NORTH 1/2 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LINES WEST OF RAILROAD RIGHT OF WAY, TOWNSHIP OF BRACEVILLE COUNTY OF GRANT, STATE OF ILLINOIS.

PARCEL 3:
P.L.M. 09-16-100-002
THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN GRANT COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 TRACT NORTH BY COURSES AS SHOWN ON RECORDED PLAT OF ANNEXATION TO THE VILLAGE OF COAL CITY, ILLINOIS, BEARING S88°00'00"W 100.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 TRACT; THENCE S88°00'00"W 100.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 TRACT NORTH BY COURSES AS SHOWN ON RECORDED PLAT OF ANNEXATION TO THE VILLAGE OF COAL CITY, ILLINOIS, TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH 100 FEET TRACT, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRANT COUNTY, ILLINOIS.

PARCEL 4:
P.L.M. 09-16-100-003
THAT PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN GRANT COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 TRACT NORTH BY COURSES AS SHOWN ON RECORDED PLAT OF ANNEXATION TO THE VILLAGE OF COAL CITY, ILLINOIS, BEARING S88°00'00"W 100.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 TRACT; THENCE S88°00'00"W 100.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 TRACT NORTH BY COURSES AS SHOWN ON RECORDED PLAT OF ANNEXATION TO THE VILLAGE OF COAL CITY, ILLINOIS, TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH 100 FEET TRACT, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRANT COUNTY, ILLINOIS.

AND ALSO:
THAT PART OF THE SOUTH 1/2 ACRES OF THE NORTH 1/2 ACRES OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LINES EAST OF THE WEST BOUNDARY OF THE SOUTHWEST 1/4 TRACT NORTH BY COURSES AS SHOWN ON RECORDED PLAT OF ANNEXATION TO THE VILLAGE OF COAL CITY, ILLINOIS, BEARING S88°00'00"W 100.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 TRACT; THENCE S88°00'00"W 100.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 TRACT NORTH BY COURSES AS SHOWN ON RECORDED PLAT OF ANNEXATION TO THE VILLAGE OF COAL CITY, ILLINOIS, TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH 100 FEET TRACT, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRANT COUNTY, ILLINOIS.

EXISTING LIMITS OF THE VILLAGE OF COAL CITY, ILLINOIS, AS SHOWN ON INTERACTIVE MAP, DATED 09/24/2022 AND PER VILLAGE OF COAL CITY, ILLINOIS ZONING MAP 2021.



STATE OF ILLINOIS
COUNTY OF GRANT

WE, BRUCE D. HALL, AS ILLINOIS PROFESSIONAL DESIGN PROFESSIONAL, BEARING PLAT 100-001, DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF ANNEXATION AS SHOWN, AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION.

ALL DIMENSIONS ARE IN FEET AND DECIMAL FRACTIONS THEREOF.
NO DIMENSIONS OR ANGLES SHOWN HEREON MAY BE ABSTRACTED BY ANYONE.
EVERY UNDER OR ABOVE AND BEAR THE DATE OF _____, 2022, IN BRACEVILLE, ILLINOIS.

BY: [Signature] J.D. HALL, J.D. HALL
DESIGNED BY: [Signature] J.D. HALL, J.D. HALL
DATE: 09/24/2022

BY: [Signature] J.D. HALL, J.D. HALL
DATE: 09/24/2022

BY: [Signature] J.D. HALL, J.D. HALL
DATE: 09/24/2022

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE.
REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.

REVISIONS:		DATE: 09/24/2022
		JOB NO: 7233
		PLAT NO: 100-001-01
		SHEET: 1 OF 1

2245 N. Liberty Street
Morse, Illinois 60443
Phone: (815) 941-0240 Fax: (815) 941-0243

**VILLAGE OF COAL CITY
PETITION FOR ANNEXATION**

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY) SS.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner, KETT LAND DEVELOPMENT LLC, an Illinois limited liability company with offices at 1488 S. Broadway, Coal City, Illinois (hereinafter, "*Petitioner*") respectfully states the following under oath:

1. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 65⁺ acres, bounded by incorporated Village of Coal City to the east and north, lying immediately west of S. Carbon Hill Road and north of E. Spring Road located in unincorporated Grundy County, Illinois, which territory is legally described in **Exhibit A** attached hereto and made a part hereof, being identified by PIN 09-04-400-003 (the "*Annexation Territory*").
2. The Petitioner signing this Petition constitutes all of the owners of record of the Annexation Territory.
3. The Annexation Territory is not situated within the corporate limits of any municipality and is wholly unincorporated.
4. The Annexation Territory is contiguous to the corporate limits of the Village of Coal City.
5. There are no electors residing in the Annexation Territory.
6. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Annexation Territory.
7. All statutory notices required to annex the Annexation Territory shall be provided prior to the Village of Coal City's enactment of an ordinance annexing the Annexation Territory.
8. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
9. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

WHEREFORE, PETITIONER RESPECTFULLY REQUESTS:

- A. That the above-described Annexation Territory be annexed to the Village of Coal City by ordinance passed and approved by the President and Board of Trustees of the Village of

Coal City, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

- B. That such further action be taken by the Village as may be necessary or convenient to effect, in accordance with law, the annexation of the Annexation Territory to the Village.

Dated this [redacted] day of September, 2022.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, that the allegations are true and correct to the best of his/her knowledge, that he/she has been properly authorized to execute this Petition for Annexation on behalf of Petitioner:

KETT LAND DEVELOPMENT LLC

By:

Its: _____

SUBSCRIBED AND SWORN TO
before me this _____ day of
September, 2022

Notary Public

EXHIBIT A

ANNEXATION TERRITORY LEGAL DESCRIPTION

E1/2 SE (EX BEG 1090.08 SE NE COR, SE725 SW901.28 NW726 NE901.26 TO POB) SEC 4-32-

8

REPLACE WITH FULL LEGAL DESCRIPTION

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 28, 2022

**RE: PROVISION OF ENGINEERING, PHASE 2 SERVICES FOR N.
BROADWAY RECONSTRUCTION**

The Village of Coal City has been selected to complete N. Broadway Phase 2 Design Engineering within the Will County Governmental League's (WCGL) 5-year Transportation Improvement Plan (TIP). Being included within this TIP allows the project to qualify for 80% federal funding. In early August, the Village reviewed Requests for Qualifications (RFQ) that were submitted in order to evaluate different firms attempting to provide their services to design this reconstruction project.

Chamlin Engineering was selected as having provided the most responsive submittal; their response detailed Chamlin Engineering providing the lead engineering services along with subcontracted professional services from CBBEL engineering, which provided engineering on the previous S. Broadway reconstruction project.

Since the selection and review committee selected their proposal, Chamlin has been negotiating a final rate to provide such services. The cost of inflation is impacting the best set plans for construction and its required design. Due to WCGL's total project capabilities increasing as well as cost of construction, the current mark for this project, which is just below \$300,000 for total cost may not provide adequate funding to get all of the necessary components completed to meet the federal requirements for funding.

It is necessary to show progress on this scheduled project and quicker approval of the contract will allow for work to commence in order to ensure Coal City maintains its funding. Chamlin has been completing negotiation over the past week and plans upon some additional discussion up until the Board Meeting. This is placed on the agenda in order to hopefully gain action on the agenda item. If we cannot meet at a negotiated price, this item can remain for the next regularly scheduled meeting.

Attached is the RFQ response and description of the proposed engineering contract that is subject to this agreement. A final recommendation for approval will be provided at Wednesday's meeting.



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

AUGUST 9, 2022

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

ATTENTION: Matt Fritz, Village Administrator
SUBJECT: REQUEST FOR QUALIFICATIONS
Phase 2 Design & Analysis of the N. Broadway Reconstruction Project

Dear Mr. Fritz:

Chamlin & Associates, Inc., is pleased to submit this Statement of Interest and Qualifications to provide Phase 2 design and analysis for the project to reconstruct North Broadway Street. Our Morris office will be primarily responsible for the work on this project.

Chamlin is a full-service civil engineering firm that has served clients throughout the North Central area for nearly seventy years. Chamlin is known as a firm that has successfully completed many of the region's significant civil engineering projects. We partner with over forty municipalities and other public agencies on projects of all sizes. Each project is treated with the same attention to detail and professional project management. Furthermore, we are proud to say that most of our work comes from long-standing clients.

Chamlin & Associates has been prequalified by IDOT in all categories necessary for successful completion of this project. Representing a large number of communities in the heart of District 3 gives us the unique advantage of working with IDOT District 3 staff on an almost daily basis to successfully complete roadway projects of all sizes. We thoroughly understand IDOT policies and procedures.

Proposed Team & Key Staff. Our staff of 53 employees which includes 13 professional engineers, 2 professional structural engineers, 5 professional land surveyors, and 23 engineering technicians is consistently involved in large municipal, DOT, and county projects. Our three offices in Morris, Peru and Ottawa routinely provide survey, planning, design, and construction inspection services for transportation clients. Our staff understand that each project/client is unique and requires special attention based on their needs. They will work closely with your staff to ensure that all project needs are met, use relationships with the IDOT District 3 staff to effectively coordinate with them to keep your projects on schedule, and provide technical expertise during each phase of the project. They are all widely respected for their ability to communicate effectively with all stakeholders to facilitate timely decisions and quick resolutions to issues.

Our team for this project will include:

Ryan Hansen	Ryan has 21 years' experience on transportation-related projects for the Illinois Department of Transportation, county highway departments and municipalities. He will serve as a staff engineer and direct tasks related to public coordination. Ryan will serve as point of contact for this project.
Casey McCollom	Casey has 21 years' experience on transportation-related projects for county highway departments and municipalities. He will serve as Project Manager and Project Engineer.

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



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

Page 2

Dan Draper	Dan has 29 years' experience in transportation-related projects for the Illinois Department of Transportation and municipalities. His responsibilities will include Phase I Studies and Traffic Studies.
Dave Hall	Dave has 13 years' experience as project engineering in transportation related projects for municipalities. He will serve as Utility Coordinator for this project
Troy Reddoch	Troy has 6 years' experience in roadway geotechnical service for transportation related projects. He will serve as Roadway Geotechnical Reporter for this project.
Stephen Sugg	Stephen has 39 years' experience. He has considerable experience working on federally funded project. He will serve as QA/QC.
G. Michael Ziegler	Michael has over 37 years' experience in transportation related projects. He will serve as traffic signal coordinator for this project.
Anthony Dericco	Anthony has 32 years' experience in a wide array of project focusing on electrical applications. He will serve as Roadway Lighting for this project.
Mark Thomas	Mark has 23 years' experience. He will serve as Maintenance of Traffic Plans for this project.
John Murphy	John is a Professional Engineer and Land Surveyor with over 37 years of experience. He will serve as Surveyor for this project.
Johnathan O'Connell	Johnathan has over 24 years' as a professional engineer. He will serve as Drainage Design for this project.

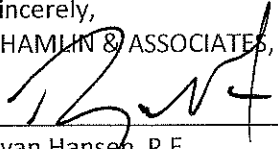
We will be teaming with Christopher B. Burke Engineering, Ltd. to serve as team members for this project. They will be responsible for drainage design, roadway lighting, QA/QC, phase I, ROW plans and plans, traffic signal coordination and maintenance of traffic plans.

We fully accept the terms and conditions of your Request for Qualifications and offer our commitment in entering into a mutually agreeable contractual agreement to fulfill your requested services in the form of the pro forma agreement provided. Chamlin & Associates understands a portion of this project is being funded with federal road improvement funds and will require coordination with IDOT District 3.

Chamlin & Associates, Inc., appreciates the opportunity to submit these qualifications. We look forward to working with you and continuing to serve the Village of Coal City. We have the technical expertise and project management experience that you are seeking to successfully deliver this project.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,
CHAMLIN & ASSOCIATES, INC.



Ryan Hansen, P.E.
Director of Morris Operations

REH:eak
cc: File
Enclosure

Statement of Qualifications

Brief History & Description of Firm

Chamlin & Associates, Inc. was founded in 1952 in Peru, Illinois and expanded in 1959 by establishing an office in Morris, Illinois. Chamlin & Associates furthered their expansion in 2019 by acquiring the engineering and surveying firm Vegrzyn, Sarver & Associates, Inc. in Ottawa, Illinois. In this acquisition Chamlin was able to retain and add key employees that reside in and around the City of Ottawa and bring decades of familiarity of working with the City.

In 2020, Chamlin & Associates continued the trail of expansion by acquiring Advance Engineering Associates in Mendota, Illinois.

The company has grown steadily for nearly 70 years. Our current staff includes 53 employees. Our firm consists almost entirely of long-term employees with greater than 15 years' experience.

Chamlin & Associates professional staff includes 13 licensed professional engineers, 2 licensed structural engineers, 5 licensed professional land surveyors, licensed architects, floodplain managers, environmental consultants, project managers and GIS professionals. The supporting staff includes engineers in training, designers, planners, engineering aides, CADD operators, construction inspectors and clerical personnel.

We are large enough to provide a complete range of consulting services and small enough to provide those services in a personal and expedited manner. Attention to detail and our dedication to quality service are maintained through our in-house QA/QC procedures and training programs. We have committed ourselves to provide the highest quality of services to our clients. Our experience, strong project management and expert evaluation are the keys to providing cost-effective solutions to your engineering needs. Chamlin's ultimate goal is Client Satisfaction.

Chamlin & Associates has provided services to state agencies, municipalities, industry, and others for nearly 70 years. Our projects have included, but are not limited to, transportation and bridge design, site design, storm and sanitary sewers, water distribution systems, water and wastewater treatment plants, comprehensive floodplain studies, landfills, interceptor sewers, environmental assessments, land, and topographical surveys, planning and development, utilities, conservation projects and permitting. We have also been successful in assisting various units of local government to identify sources of funding for community projects.



2019 Ottawa Office Ribbon Cutting

Project Understanding & Approach

Project Understanding

Chamlin & Associates understands that the Village of Coal City wishes to complete Phase 2 design engineering and analysis for the proposed North Broadway Improvement Project. The Phase 2 design engineering is to be based on the previously completed Phase 1 preliminary engineering, as supplied by the Village. It is understood that the design and construction of the project is to be funded with 80% federal funds and has a total estimated cost of \$6.7 million. The involvement of federal funds requires that the project be coordinated with IDOT District 3.

The scope of the proposed improvements to be designed includes the complete reconstruction of North Broadway Street from Illinois Route 113 to North Street. The reconstruction will consist of a 36' wide 3 lane pavement with combination concrete curb and gutter, 8' to 10' wide shared use path along the west side of North Broadway, parking areas, storm sewer, and utility coordination.

Additionally, North Street will be resurfaced between N. Broadway Street to North 2nd Avenue and reconstructed between North 2nd Avenue to Dresden Road. The reconstruction will consist of a 24' wide 2 lane pavement with combination concrete curb and gutter, storm sewer, and utility coordination. A 10' wide concrete shared use path will also be installed along North Street.

Chamlin & Associates understands that the scope of professional services to be provided is to develop a complete set of contract documents including plans, specifications, and final estimates. The fully developed contract documents shall be prepared in accordance with the required procedures for federally funded projects and suitable for use in the solicitation of competitive bids. As part of the development of the plans Chamlin will have open lines of communication with necessary stakeholders including adjacent businesses, residents, and school officials.

The plans shall be developed with special attention given to several key aspects for a successful project. The key aspects of this have been identified as the inclusion of bi-modal transportation and pedestrian accommodations, best management practices for stormwater along North Street, and the continuation of streetscape elements from the South Broadway improvements.

The project is located near the Coal City Elementary School. Special consideration will be given to inclusion of bi-modal transportation and addressing the safety of the high number of pedestrians within the project limits. The improvements to North Street shall also provide for ample opportunity to safely separate pedestrian and bicycle traffic and provide continuity to the bi-modal improvements along North Broadway.

It is understood that there have been significant past improvements to the storm sewer system along North Street. The design will incorporate these improvements as well as provide additional accommodations for best management practices of storm water management and water quality.

Finally, the City desires to continue the concepts and aesthetics of the recently completed South Broadway Streetscape project. The concepts that are to be included in the design will include wide pedestrian pathways, decorative street lighting, and any other elements that will add to the continuity of the Broadway corridor.

Project Approach

Chamlin & Associates has a long history working successfully with IDOT District 3 and is intimately familiar with IDOT policies and procedures. That history has included the completion of hundreds of projects that involve similar funding types as those that will be used to finance this project. The familiarity with IDOT processes will allow our engineers to navigate efficiently through the design engineering stages and minimize project delays and costs. Chamlin & Associates prepared the necessary Phase I documents to submit for IDOT approval. These Phase 1 documents and preliminary IDOT approval were used to apply for the Phase II and Phase III funding through the Will County Governmental League. While the PDR has been completed and the necessary environmental reports have been submitted there will be ongoing coordination to finalize the Phase I while also working through the Phase II design. Chamlin & Associates' familiarity with the project to date will be instrumental in keeping this project on track and avoiding any costly delays.

In Phase II we will use our knowledge of IDOT policies to provide the most cost-effective, constructible design. Upon selection, we will meet with the Village to discuss the detailed project scope and potential environmental, utility, traffic maintenance, geometric, crash history and drainage issues associated with the project. All potential stakeholders including the Coal City Elementary School and adjacent residents and businesses will be identified and solicited for input on the project. Key milestones will be established for project deliverables to meet the City's desired project timeline. Chamlin & Associates is also proposing to engage Christopher B. Burke Engineering Ltd. (CBBEL) to assist with performing various roles during the project (See Project Matrix). CBBEL also has extensive experience working with IDOT and just completed the South Broadway roadway improvements just to the south of this proposed project. By having another engineering firm performing QA/QC the Village will be assured the project design has been thoroughly vetted.

The project team has worked on numerous projects that involve multiple modes of transportation. From bike trails and multi-use paths to shared use roadways we are familiar with all the design guidelines and best engineering practices to make the facilities as safe and efficient as possible. Mr. Draper is currently working on projects for IDOT District 3 that incorporate complete streets design processes and has completed multiple projects to date.

Casey McCollom/Project Manager will ensure all team members fully understand their individual scope and schedule. Throughout the entire process, he will monitor scope, schedule, and budget. Our QC/QA plan will be adhered to and value engineering principles will be utilized during all tasks to ensure the most cost-effective design is provided. When needed, additional project meetings (or conference calls) will be held to address work completed, scoping, budget, and schedule to complete future tasks.

As the proposal moves through the design phase, we are ready to implement our experience to assure the development of a quality set of plans. In addition to the other Phase II tasks, we recognize the importance of reducing potential utility delays and maintaining mobility while providing a safe work zone for workers and both motorized and non-motorized traffic during construction.

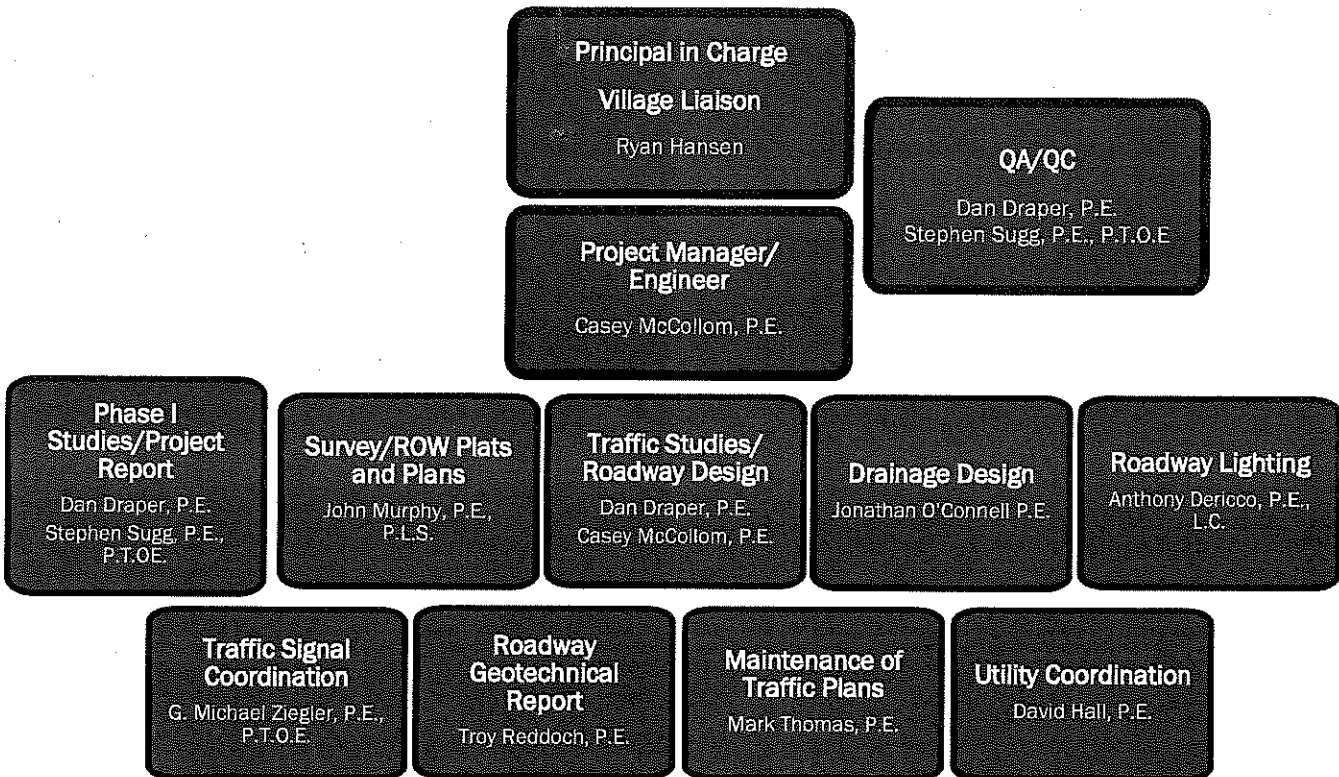
The Chamlin Team understands the impacts utility relocation delays can cause during the construction phase. During Phase II, we will coordinate conflict resolution of any utility facilities that were identified during the study phase that cannot be avoided. Our team will coordinate with affected utility companies to address conflicts as early as possible.

Specific Phase II engineering tasks are expected to include:

- ❖ Prepare plans, specifications, and estimates for State letting.
- ❖ Prepare Construction Estimate of Cost.
- ❖ Prepare Construction Estimate of Time.
- ❖ Utility coordination.
- ❖ Prepare a Storm Water Pollution Prevention Plan (SWPPP)

Staff Matrix

Our Morris office will be primarily responsible for the work on this project. The following is an organizational chart of Chamlin's and Christopher B. Burke's key personnel that will be assigned to this project.



Key personnel cameo resumes may be found in the Team Staff & Qualification of Firm section.



Using Federal Funds? Yes No Agreement For **Federal PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency Village of Coal City		County Grundy	Section Number 19-00000-00-ES	Job Number
Project Number	Contact Name Matt Fritz	Phone Number (815) 634-8608	Email mfritz@coalcity-il.gov	

SECTION PROVISIONS

Local Street/Road Name North Broadway Street	Key Route FAU 288	Length 1.45 mi	Structure Number
Location Termini From Illinois 113 North to North Street, and North Street from N. Broadway east to curve			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description
Reconstruction of N. Broadway, including but not limited to removal of existing roadway pavement, sidewalk, & entrances, construction of new HMA pavement, curb and gutter, drainage, lighting, and streetscape elements. Resurfacing of North Street from N. Broadway to Second Street, and reconstruction of North Street from Second Street to curve. Reconstruction is to include removal of existing pavements, construction of curb and gutter, drainage, and landscape elements.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Chamlin & Associates, Inc.	Contact Name Ryan Hansen	Phone Number (815) 942-1402	Email ryanhansen@chamlin.com	
Address 221 W. Washington Street	City Morris	State IL	Zip Code 60450	

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor

Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- Exhibit D1: Subconsultant Scope and CESC
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
- Specific Rate
- Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the

LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace

no later than (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chamlin & Associates, Inc.		6888 000 00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.		
Subconsultant Total		
Prime Consultant Total		
Total for all work		

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type

Village of

Local Public Agency

Village of Coal City

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Local Public Agency Type

Village of Coal City

Village

 Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Chamlin & Associates, Inc.

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Title

Principal

Title

Principal

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Coal City	Chamlin & Associates, Inc.	Grundy	19-00000-00-ES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below .

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

Phase 1:

1. Make necessary revisions and submit Project Development Report and Environmental Survey Request for final approval.
2. Evaluate Preliminary Design document to identify required proposed right of way.

Land Acquisition:

1. Prepare Preliminary Right of Way and Easement Plats
2. Coordinate title, appraisals, and negotiation for acquisition

Phase 2:

1. Perform supplemental topographic surveys as necessary
2. Coordinate geotechnical services to obtain pavement cores and soil borings.
3. Development of final geometry
4. Preparation of drainage study and development of Storm Sewer and Storm Water Management System.
5. Preparation of final horizontal and vertical geometry
6. Mechanistic Pavement design and development of Typical Sections
7. Development of Roadway cross sections
8. Preparation of lighting design
9. Development of construction staging
10. Preparation of Plans in accordance with the requirements of BDE Chapter 63. Plan Sheets to include Cover, Summary of Quantities, Schedule of Quantities, Typical Sections, Maintenance of Traffic/Staging Plans, Removal Plans, Roadway Plan and Profile, Drainage and Utility Plan and Profile, Pavement Marking Plans, Erosion Control and Landscaping Plans, Construction Details, and Cross Sections.
11. Preparation of Project Special Provisions
12. Preparation of Project Estimates

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Coal City	Chamlin & Associates, Inc.	Grundy	19-00000-00-ES

**EXHIBIT B
PROJECT SCHEDULE**

1. Notice to Proceed/Project Kickoff - October 2022
2. Finalize PDR/Phase 1 - October 2022 - January 2023
3. Land Acquisition - Plats, Legals, Negotiation - January 2023 - January 2024.
4. Development of 50% Plans for Stakeholder and preliminary utility coordination - December 2022 - March 2023
5. Development of 90% Plans, Specifications, and Estimates - Submit to IDOT for Review March 2023 - August 2023
6. Finalize Utility Coordination - May 2023 - August 2023
7. Prepare Final Plans Specs & Estimate - August 2023 - December 2023
8. Project Letting January 2024