

COAL CITY VILLAGE BOARD MEETING

(IMMEDIATELY FOLLOWING PUBLIC HEARING)

Monday
NOVEMBER 21, 2022
7:00 P.M.

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes November 9, 2022
4. Approval of Warrant List
5. Public Comment
6. Ordinance 22-24 Abatement of Coal City Area Club
Taxes 2022
7. Ordinance 22-25 Abatement of the Cullick Farm Taxes
2022

8. Resolution 22-16
Establishing Essential Services &
Allowing the Debt Payment for
Tornado Capitol Project to be Levied
in 2022
9. Annual Liability/Workers Compensation Insurance Renewal for 2023
10. Authorize the Purchase of a Police Department Squad Car
11. Authorize the Well Investigation Purchase
12. Authorize Payment #1 – D Construction for the 2022 Street
Maintenance
13. Report of Mayor
14. Report of Trustees
S. Beach
T. Bradley
D. Spesia
D. Greggain
R. Bradley
D. Togliatti
15. Report of Village Clerk
16. Report of Village Attorney
17. Report of Village Engineer
18. Report of Village Chief of Police
19. Report of Village Administrator
20. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 21, 2022

**RE: ABATEMENT OF THE PROPERTY TAXES TO BE COLLECTED FROM
COAL CITY AREA CLUB & CULLICK PROPERTIES**

Simultaneously, along with the annexation of the Prairie Oak Estates subdivision in 2014, the Village also annexed a portion of the Cullick Farm and the Coal City Area Club. Due to the annexation agreement for both of these property owners, no taxes are to be collected upon the property. This was included within their respective agreements to enable the residential subdivision, which had been previously unincorporated, to become adjacent to the Village of Coal City and enable their sanitary service to be connected to Village utilities. In addition to providing annexation connectivity, both property owners provided an easement in which the actual sanitary utility was located.

Each of these abatement ordinance instruct Grundy County to exclude the value of each of these properties from the area upon which the annual property tax levy shall fall. This is an annual abatement ordinance to be adopted enabling these properties to forego Village taxation.

Recommendation:

1. Adopt Ordinance No. ____: Abating the 2022 Property Taxes Levied upon the Coal City Area Club.
2. Adopt Ordinance No. ____: Abating the 2022 Property Taxes Levied upon the "Cullick" Farm.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY
PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY**

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

ORDINANCE NO. _____

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LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY
PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY**

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

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

WHEREAS, the President and Trustees of the Village of Coal City (cumulatively, the "*Corporate Authorities*"), by Ordinance No. 14-26, entitled *An Ordinance Authorizing the Execution of an Annexation Agreement with the Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750 Concerning Certain Territory in Unincorporated Grundy County, Illinois*, duly adopted on August 11, 2014 (the "*Annexation Agreement Ordinance*"), authorized the execution of an annexation agreement (the "*Annexation Agreement*") between the Village and *The Chicago Trust Company, N.A., as Trustee Under Trust Agreement Dated August 30, 1996 and known as Trust No. BEV 8-9750* ("*Owner*"); and

WHEREAS, pursuant to the Annexation Agreement Ordinance and authority granted by Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.*, the Village and Owner entered into a legal and binding annexation agreement pertaining to a 2.07 acre, 300' x 300' portion of real property bounded on the east by Dresden Road and to the north by the Claypool Drainage District and legally described as follows:

The northeasterly 300' x 300' portion of the north half of the eastern half of northeastern section 35-33-8 bounded on the north by the Claypool Drainage District and bounded on the east by Dresden Road Right-of-Way, all located within Grundy County, Illinois.

together with any public streets or highways adjacent to or within the said territory described above (cumulatively, the "**Property**"); and

WHEREAS, pursuant to Section 6 of the Annexation Agreement, the Village agreed to abate on an annual basis the full Village portion of the property taxes for the Property for twenty years or until the Property is earlier subdivided, developed or otherwise used for non-agricultural purposes, or until such time as the Property is sold or transferred; and

WHEREAS, 35 ILCS 200/18-184 authorizes municipalities to upon a majority vote of its governing authority, order the county clerk to abate any portion of its taxes on any property that is the subject of an annexation agreement between the municipality and the property owner; and

WHEREAS, following the Village's adoption of Ordinance No. 14-27 on August 25, 2014, entitled *An Ordinance Annexing Certain Territory to the Village of Coal City, Grundy and Will Counties, Illinois (Cullick Farm Portion)* (the "**Annexation Ordinance**"), Grundy County split, for tax purposes, the annexed Property from the remainder of Owner's still-unincorporated real property and assigned the annexed Property a new PIN, as follows: 06-35-226-002; and

WHEREAS, in light of the foregoing and in fulfillment of the Village's annual obligation pursuant to Section 6 of the Annexation Agreement, the Corporate Authorities hereby find that it is advisable and necessary to provide for the abatement of the Village portion of property taxes heretofore levied or that will be hereinafter levied against the Property for tax levy year 2022 in its entirety.

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

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

SECTION 2. ABATEMENT OF TAX. The Village hereby orders the Grundy County Clerk to abate one hundred percent (100%) of the Village of Coal City property taxes heretofore or hereinafter levied by the Village against PIN 06-35-226-002 for the tax levy year 2022, payable in 2023.

SECTION 3. FILING ABATEMENT ORDINANCE WITH COUNTY CLERK. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and it shall be the duty of said Grundy County Clerk to abate said tax levied for the tax levy year 2022 in accordance with the provisions hereof.

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from

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

SO ORDAINED this _____ day of _____, 2022, at Coal City,

Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

Approved on this _____ day of _____, 2022.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTIES OF GRUNDY AND WILL)

CERTIFICATION

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 22- , *AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the 21st day of November, 2022.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of _____, 2022.

PAMELA NOFFSINGER, VILLAGE CLERK
VILLAGE OF COAL CITY

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 2022, there was filed in my office a duly certified copy of Ordinance 22-_____ entitled:

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR THE PORTION OF THE "CULLICK FARM" PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 21st day of November, 2022, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2022.

County Clerk of Grundy County, Illinois

(SEAL)

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX
LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY
ANNEXED INTO THE VILLAGE OF COAL CITY**

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

ORDINANCE NO. _____

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LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL
COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY
ANNEXED INTO THE VILLAGE OF COAL CITY**

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

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

WHEREAS, the President and Trustees of the Village of Coal City (cumulatively, the "*Corporate Authorities*"), by Ordinance No. 13-31, entitled *An Ordinance Authorizing the Execution of a Pre-Annexation Agreement with the Coal City Area Club Concerning Certain Territory Within the Coal City Area Club*, duly adopted on September 30, 2013 (the "*Annexation Agreement Ordinance*"), authorized the execution of an annexation agreement (the "*Annexation Agreement*") between the Village and the Coal City Area Club, an Illinois not-for-profit corporation ("*Area Club*");

WHEREAS, pursuant to the Annexation Agreement Ordinance and authority granted by Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.*, the Village and Area Club entered into a legal and binding annexation agreement pertaining to the easternmost portion of the Area Club's real property generally described as a 300 foot-wide strip of land running for approximately two miles along the west side of Dresden Road, legally described as follows:

PARCEL ONE

The east 300.00 feet of the South Half of the Southeast Quarter of Section 26, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

PARCEL TWO

The east 300.00 feet of the North Half together with the east 300.00 feet of the North Half of the South Half of Section 26, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

PARCEL THREE

The east 300.00 feet of the Southeast Quarter together with the east 300.00 feet of the south 60 acres of even width of the Northeast Quarter all in Section 23, Township 33 North, Range 8, East of the Third Principal Meridian, Grundy County, Illinois.

together with any public streets or highways adjacent to or within the said territory described above (cumulatively, the "**Property**");

WHEREAS, pursuant to Section 6 of the Annexation Agreement, the Village agreed to abate on an annual basis the full Village portion of the property taxes for the Property for twenty years or until the Property is earlier subdivided, developed or otherwise used for non-recreational purposes, or until such time as the Village provides police services to the Property;

WHEREAS, 35 ILCS 200/18-184 authorizes municipalities to upon a majority vote of its governing authority, order the county clerk to abate any portion of its taxes on any property that is the subject of an annexation agreement between the municipality and the property owner;

WHEREAS, following the Village's adoption of Ordinance No. 14-33 on September 29, 2014, entitled *An Ordinance Annexing Certain Territory to the Village of Coal City, Grundy and Will Counties, Illinois* (the "**Annexation Ordinance**"), Grundy County split, for tax purposes, the annexed Property from the remainder of the Areas Club's still-unincorporated real property and assigned the annexed Property new PINs, as follows: 06-23-400-001, 06-26-200-001, and 06-26-400-006; and

WHEREAS, in light of the foregoing and in fulfillment of the Village's annual obligation pursuant to Section 6 of the Annexation Agreement, the Corporate Authorities hereby find that it

is advisable and necessary to provide for the abatement of the Village portion of property taxes heretofore or hereinafter levied against the Property for tax levy year 2022 in its entirety.

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

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

SECTION 2. ABATEMENT OF TAX. The Village hereby orders the Grundy County Clerk to abate one hundred percent (100%) of the Village of Coal City property taxes heretofore or hereinafter levied by the Village of Coal City against PINs 06-23-400-001, 06-26-200-001, and 06-26-400-006 for the tax levy year 2022, payable in 2023.

SECTION 3. FILING ABATEMENT ORDINANCE WITH COUNTY CLERK. Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and it shall be the duty of said Grundy County Clerk to abate said tax levied for the tax levy year 2022 in accordance with the provisions hereof.

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

AYES:

ABSTAIN:

NAYS:

PRESENT:

ABSENT:

Approved on this _____ day of _____, 2022.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTIES OF GRUNDY AND WILL)

CERTIFICATION

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 22- , AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the 21st day of November, 2022.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this _____ day of _____, 2022.

PAMELA NOFFSINGER, VILLAGE CLERK
VILLAGE OF COAL CITY

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the _____ day of _____, 2022, there was filed in my office a duly certified copy of Ordinance _____ entitled:

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2022 BY THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS FOR COAL CITY AREA CLUB PROPERTY PREVIOUSLY ANNEXED INTO THE VILLAGE OF COAL CITY

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 21st day of November, 2022, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said

County, this _____ day of _____, 2022.

County Clerk of Grundy County, Illinois

(SEAL)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 21, 2022

RE: ANNUAL LIABILITY & WORKERS COMPENSATION RENEWAL

The Village of Coal City gains it access to the insurance market for general liability insurance as well as its associated coverage lines and workers compensation coverage via the Illinois Municipal Insurance Cooperative (IMIC), which utilizes a brokerage service in order to supply these coverages for all of its members while providing them the advantages of much larger municipalities by offering self-insurance advantages. This results in a loss fund contribution year after year that is an asset to the collective body rather than simply paying additional premiums individually that buy private market insurance separately.

Previously, The Village Board had provided the capability to look elsewhere for these coverages, but due to the collective actions of the group, some changes resulted and IMIC remains the best option for Coal City to gain these necessary coverages. There were a number of other opportunities explored collectively and individually by many of the municipalities, but the IMIC renewal is competing well versus other options in the marketplace.

Coal City's renewal outpaced the group as a whole receiving a 6.2% increase over last year's cost of coverages. Factors for the increase in coverage include the total cost of payroll and vehicles increasing since the last time a census of these items was provided and the insurance industry is pricing in the replacement of assets at 115% of original value due to inflation should any asset need to be reconstructed. IMIC as a whole is rated to cost 9.78% higher than the cost of these coverages last year, but all of the limits and structure remain the same, i.e. \$7 million of total coverage with deductibles remaining at \$1,000 per property and auto claim with the boiler and machinery policy requiring a \$25,000 deductible.

Cyber coverage remains to be an increased cost driver. This year's cost is 40% above the cost of coverage last year and is responsible for 15% of the overall increase for all coverage lines. Its deductible is also set at \$25,000. There was a reduction made in the cost of workers' compensation coverage, but this will likely be short lived due to past experiences within the workforce. Overall, the impact on this renewal to the proposed tax levy is favorable; the related line items can be adjusted accordingly and the proposed total levy will actually slightly reduce from what had been proposed at the Board's last meeting.

Attached are different informational pieces – the first page is Coal City's renewal across all coverages. The next is the structure chart showing how the pool utilizes its coverages. The third page of the attachments shows the renewal for IMIC as a whole and the next page shows the

availability of IMIC's current assets. Those years, such as the 2017-18 and 2018-19 plan years, which have Loss Funds remaining of \$87,790 and \$478,832 respectively without any remaining IBNR (insured but not reported reported) are available proceeds owned by the remaining IMIC collective. The remaining policy years also have assets of \$498,764, \$998,675 and \$721,917, but they still have IBNR scheduled to burn off at 1/36 per month after the initial close of the policy year. All of this is to exhibit IMIC is in good financial standing and dividends or reductions in premiums are likely within the next 12-24 months. Following that attachment, the remainder are exhibits to the current renewal to inform of which company is providing the specific coverages with the last page showing the grant to come from IPRF (Illinois Public Risk Fund) in the next policy year.

Recommendation:

Authorize the Village Administrator to bind coverage within the IMIC proposal for general liability and workers' compensation coverage totaling \$397,231 for the policy year December 31, 2022 through December 30, 2023.

2022-2023 Pricing Sheet

Illinois Municipal Insurance Cooperative (IMIC)
Village of Coal City

Member Cost Comparison

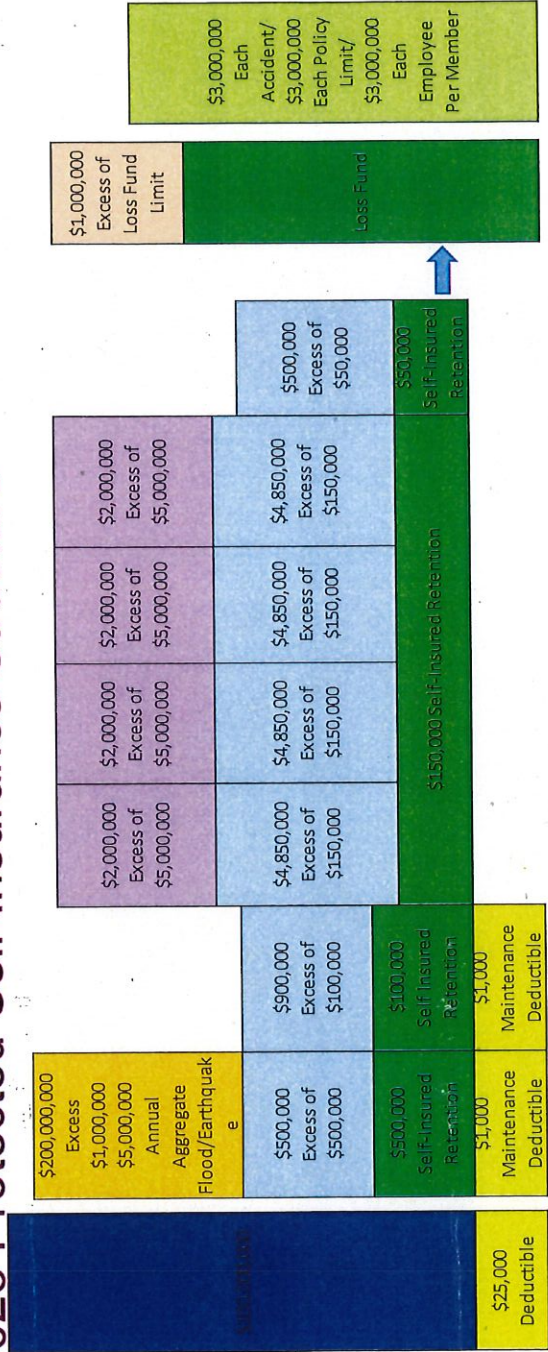
Coverage Description	Expiring 85% Funded	Renewal Fully Funded	Renewal 85% Funded
Premiums:			
Package Policy	\$81,375	\$93,100	\$93,100
Loss Fund	\$97,750	\$131,200	\$111,520
Cyber Liability	\$8,869	\$12,449	\$12,449
Excess Property	\$7,187	\$7,355	\$7,355
Equipment Breakdown	\$1,468	\$2,145	\$2,145
Workers Compensation	\$158,554	\$150,248	\$150,248
Claims Administration	\$3,750	\$4,995	\$4,995
Loss Control	\$1,000	\$1,000	\$1,000
Brokerage Fee	\$10,300	\$10,300	\$10,300
SLT & Fees	\$3,720	\$4,119	\$4,119
Total Premiums:	\$373,972	\$416,911	\$397,231

Exposure Summary:			% Change
Total Insured Values	\$21,549,394	\$20,807,419	-3%
Population	5,587	5,587	0%
Gross Operating Expenditures	\$12,500,000	\$12,500,000	0%
Police (Including Jail Personnel)	11	11	0%
Armed	11	11	0%
Vehicles	31	35	13%
Payroll	\$2,150,750	\$2,232,896	4%
Total Cost:	\$373,972	\$416,911	\$397,231



IMIC Public Entity Package Program

2022-2023 Protected Self-Insurance Structure



- Boiler & Machinery
- Property
- Auto Physical Damage
- General Liability
- Law Enforcement Liability
- Automobile Liability
- Public Officials Liability
- Crime/Employee Dishonesty
- Workers Compensation
- Loss Fund
- Loss Fund
- Workers Compensation

The SIR is a Per Occurrence Retention. Only one Retention applies to the event of a multiple coverage loss.

- Funds Transfer Fraud sublimit under Crime Coverage Section: The sublimit will be reduced to \$100,000 per Occurrence subject to \$250,000 annual aggregate.





Renewal Option 1 Recommended

IMIC Premiums/Fees Comparison Expiring to Recommended Carriers

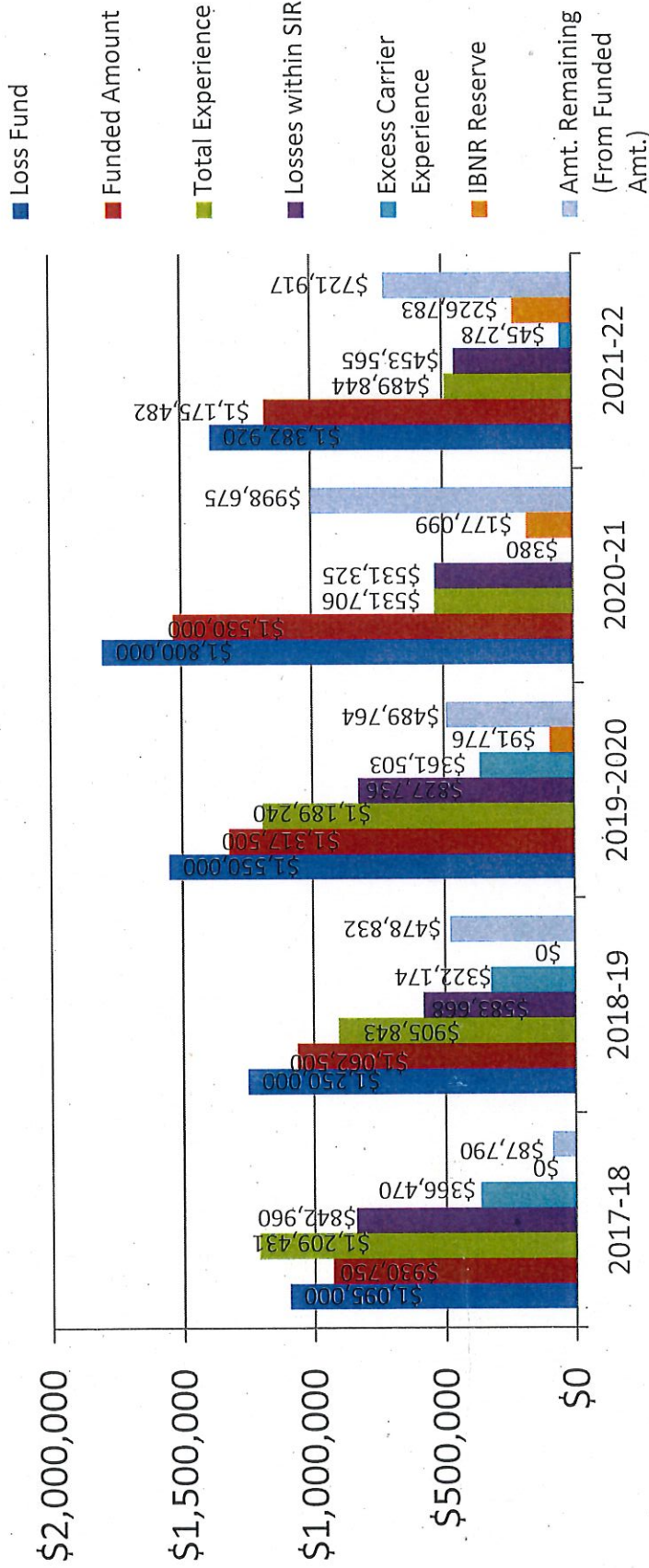
Line of Business	Recommended Insurance Carrier	2021-2022 Expiring	2022-2023 Renewal	Change
Total Package and Excess Liability	Ambridge/Genesis	\$1,297,228	\$1,441,500	11.12%
Excess Property	Travelers	\$218,916	\$255,811	16.85%
Boiler and Machinery	HSB	\$44,530	\$53,455	20.04%
Brokerage	AJG/RPA	\$169,980	\$169,980	0.00%
Claims	Davies	\$63,702	\$65,000	2.04%
Loss Control		\$15,000	\$15,000	0.00%
Taxes		\$63,678	\$69,589	9.28%
Cyber*	Cowbell	\$112,528	\$157,711	40.15%
Total Fixed Costs		\$1,985,562	\$2,228,046	12.21%
Loss Fund/Annual Aggregate		\$1,240,040	\$1,329,000	7.17%
Total Property/Casualty Maximum Cost		\$3,225,602	\$3,557,046	10.28%
Total Cost at 85% Funded		\$3,039,596	\$3,357,696	10.47%
Workers Compensation*	IPRF	\$1,817,383	\$1,974,500	8.65%
Program Total		\$4,856,979	\$5,332,196	9.78%

*Cyber is individually purchased
* Workers Compensation is individually purchased



Illinois Municipal Insurance Cooperative– IMIC

Loss Run Report as of 10/31/2022



- KEY**
- **Loss Fund** – The total amount the program collects at the beginning of every renewal term to pay claims within the program's SIR of \$100,000.
 - **Funded Amount** – Actual amount collected based on annual funding levels selected by the IMIC Executive Board.
 - **Total Experience** – The total amount of losses to date.
 - **Losses Within the SIR** - The total amount of losses within the program's SIR of \$100,000.
 - **Excess Carrier Experience** – Total amount paid for by the insurance companies above the groups SIR of \$100,000 per claim.
 - **IBNR Reserve** – Incurred But Not Reported reserve amount developed by Alternative Service Concepts.
 - **Amount Remaining** – Difference between the funded amount and the losses within the SIR.
 - **Funds Utilized** – Services paid for by the group out of the loss fund (to be provided by IMIC Accountant)

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
General Star Indemnity Company	A++ XV	Non-Admitted
Hartford Steam Boiler Inspection & Insurance Co.	A++ X	Admitted
Travelers Excess and Surplus Lines Co	A++ XV	Non-Admitted
Underwriters at Lloyd's London	A XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Illinois Public Risk Fund	Not Rated (1)	Not Admitted
Spinnaker Insurance Company	A- VIII	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

(1) The Illinois Public Risk Fund is a Self-Insured program established in 1985 solely for the purpose of providing Workers Compensation coverage to public entities in Illinois. Reinsurance is provided by Safety National Casualty Corporation which is rated A+ XV by A.M. Best

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/15/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	Package
<input type="checkbox"/> Option # 1	Underwriters at Lloyd's London
<input type="checkbox"/> Option # 2	Underwriters at Lloyd's London - \$250,000 Liability SIR
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	Excess Property
	Travelers Excess and Surplus Lines Co
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	Excess Liability
	General Star Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	Equipment Breakdown
	Hartford Steam Boiler Inspection & Insurance Co.
<input type="checkbox"/> Accept <input type="checkbox"/> Re j e c t	TRIA

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Flood
- Pollution Liability
- Consider purchasing Underground Storage Tank policy for past, present and future liabilities

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/15/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
	Spinnaker Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Workers Compensation
	Illinois Public Risk Fund
<i>TRIA Cannot Be Rejected</i>	

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct



Illinois Public Risk Fund

Workers' Compensation Information Page

Policy Number: P0032-2023

Named Insured and Mailing Address:

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

The policy period is from: 01/01/2023 to 01/01/2024
12:01 a.m. Standard Time of the Insured's mailing address

Coverage:

Part One of the policy applies to the Workers Compensation Law of the State of Illinois.

Part Two of the policy applies to Employers Liability in the State of Illinois. The limits of our Liability under Part Two are:

Bodily Injury by Accident	\$3,000,000 each accident
Bodily Injury by Disease	\$3,000,000 policy limit
Bodily Injury by Disease	\$3,000,000 each employee

This Policy includes these endorsements and schedules:

See listing of endorsements – Extension of Information Page

Broker Name and Address:

Arthur J. Gallagher Risk Management Services Inc.
2850 W. Golf Road
Rolling Meadows, IL 60008

Total Estimated Premium:	\$145,872.00
Administrative Fee:	\$4,376.00
Total Estimated Cost:	\$150,248.00

Cancellation: In the event that the Policy is Cancelled prior to the expiration date, then the total annual premium stated on page 2 will be 100% fully earned

Terms and Conditions: The premium for this policy will be determined by our rules, classifications, rates and rating plans. All required information is subject to verification and change by audit at policy expiration.

As per Safety National Casualty Corp. Excess policy, and Illinois Public Risk Fund's By-Laws and Pooling Agreement.



ILLINOIS PUBLIC RISK FUND

Cost Control Through Cooperation Since 1985

0032
Village of Coal City
515 S. Broadway
Coal City, IL 60416

The premium for this policy will be determined by Illinois Public Risk Fund rules, classifications, rates and rating plans. All information required is subject to verification and change by Audit.

<u>Class Code</u>	<u>Description</u>		<u>Payroll</u>		<u>Rate/100</u>		<u>Premium</u>
5506	Street Maintenance	\$	163,827	\$	25.643	\$	42,010
7520	Waterworks	\$	299,125	\$	8.499	\$	25,423
7720	Policeman	\$	1,105,577	\$	5.954	\$	65,826
8810	Clerical	\$	547,051	\$	0.326	\$	1,783
9102	Parks NOC	\$	62,986	\$	9.836	\$	6,195
9410	Municipal Employees	\$	54,330	\$	8.531	\$	4,635
					Subtotal:	\$	145,872
					3% Administrative Fee:	\$	4,376
					TOTAL:	\$	150,248

Selected payment plan: 12 Equal Monthly Installments

Prepared on: Tue October 18 13:14:19 2022



ILLINOIS PUBLIC RISK FUND

Cost Control Through Cooperation Since 1985

Installment Schedule

0032

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

12 Equal Monthly Installments

Due Date	Amount Due
01/01/2023	\$12,517
02/01/2023	\$12,521
03/01/2023	\$12,521
04/01/2023	\$12,521
05/01/2023	\$12,521
06/01/2023	\$12,521
07/01/2023	\$12,521
08/01/2023	\$12,521
09/01/2023	\$12,521
10/01/2023	\$12,521
11/01/2023	\$12,521
12/01/2023	\$12,521



**ILLINOIS PUBLIC RISK FUND
GRANT PROGRAM**

VILLAGE OF COAL CITY

the Illinois Public Risk Fund has reserved

\$5,367

Congratulations!

Please visit www.iprf.com

for additional information and to complete the Grant Application.

Grant deadline is December 1, 2023.
(subject to the program terms and conditions.)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 21, 2022

RE: PURCHASE OF A REPLACEMENT SQUAD CAR

Included within the current year's budget is the acquisition of another squad car for the Police Department fleet. The new unit, which is planned to be purchased from D'Orazio Ford, will replace Unit #77 within the current stable of squad cars after its radio is removed to be re-utilized within the new replacement squad car. That unit will replace Unit #72, which is utilized over at the school parking lot as one of the SRO units. Unit #72 will become surplus; this is the unit that was repurposed after it was purchased from its first assignment within the Ohio State Police.

Due to the past generosity, of D'Orazio Ford (the last unit added to the fleet was free), Chief Harseim requested a quote from them for its latest Interceptor model. The details of the 2023 Interceptor are attached and has been offered at \$51,620, which is less than the scheduled \$60,000 for this acquisition.

In addition, this unit was to be financed in this current fiscal year with operational payments to be taken from the Police Department in the current FY23 and FY24, but due to the current General Fund balance, this purchase will be made without financing and the PD operational budget will be monitored to see if the entire cost can be taken this year or must be made across two years' time as previously scheduled. This item does not meet the statutory competitive bid requirements, but is a purchase that exceeds \$20,000 for which it was placed on this evening's agenda.

Recommendation:

Authorize Chief Harseim to acquire a new Interceptor Squad Car from D'Orazio Ford for the Police Department Fleet.



Preview Order C010 - K8A - Police Inter Utility AWD: Order Summary

Dealership Name: D'Orazio Ford

Sales Code : F41445

Dealer Rep.	Joseph Bellavia	Type	Fleet	Vehicle Line	Explorer	Order Code	C010
Customer Name	Coal City PD	Priority Code	M1	Model Year	2023	Price Level	320

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	\$47165	50 STATE EMISSIONS	\$0
.119 INCH WHEELBASE	\$0	COURTESY LAMP DISABLE	\$25
TOTAL BASE VEHICLE	\$47165	POLICE ENGINE IDLE FEATURE	\$260
AGATE BLACK METALLIC	\$0	DRIVER SIDE LED SPOT LAMP	\$395
CLOTH BUCKETS/VINYL REAR SEATS	\$0	KEYED ALIKE -KEY CODE	\$50
EBONY INTERIOR	\$0	SIDE MARKER LIGHTS SKULL CAPS	\$290
EQUIPMENT GROUP 500A	\$0	QUARTER GLASS LIGHT	\$575
.AM/FM STEREO	\$0	FRONT HEADLAMP LIGHT SOLUTION	\$0
3.3L TI-VCT V6 FFV ENGINE	\$-2830	.WIRING GRILL/LAMP/SIREN/SPKRS	\$0
10-SPEED AUTO TRANSMISSION	\$0	REAR DR HNDL AND LOCKS INOPR	\$0
READY FOR THE ROAD PACKAGE	\$3595	REAR TAILLAMP HOUSING	\$0
.HID PLUNG W/R HNDL INOPERABLE	\$0	FLEX-FUEL CAPABILITY	\$0
.100 WATT SIREN / SPEAKER	\$0	FRONT LICENSE PLATE BRACKET	\$0
TAIL LAMP LIGHTING SOLUTION	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.REAR LIGHTING SOLUTION	\$0	FUEL CHARGE	\$0
.REAR CONSOLE MOUNTING PLATE	\$0	PRICED DORA	\$0
CARGO DOME LAMP -RED/WHITE	\$50	ADVERTISING ASSESSMENT	\$0
FRONT WARNING AUX LIGHT	\$550	DESTINATION & DELIVERY	\$1495
TOTAL BASE AND OPTIONS			MSRP \$51620
DISCOUNTS			NA
TOTAL			\$51620

ORDERING FIN: QF668 END USER FIN: QF668

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 21, 2022

RE: WELL #3 INVESTIGATION PROPOSAL

In the provision and maintenance of the Village's drinking water quality testing, the raw water at each ground well is tested on a routine basis for known contaminants according to an IEPA methodology. Should a test result come back showing there is something such as coliform present, the well is turned off and other wells utilized to provide the raw water volume that is treated at the Water Treatment Center and then distributed within the Village. Well #3, which has been in place without any trouble for over a year (about two years since it was last serviced) has had issue with kicking back bad tests, which has resulted in a non-compliance advisory for which the next step is to test, inspect, disassemble and reassemble the assembly to identify what could be wrong. Previously, steps were taken to eliminate variables in the test taking process such as new sampling ports being installed at the well.

Below is a timeline of the events that have led to the request for well inspection services –

Test Failures of Well #3	June 28 & 30 July 5, 12, & 19
--------------------------	----------------------------------

Tyler and John chlorinated Well #3 upon receiving a bad test. This can happen due to contamination during the testing process, but upon receiving failures, the operators ran the well longer and after displacing much volume, Well #3 was negative for coliform.

IEPA provide Noncompliance Advisory Letter	August 9
4-step response plan for test failure investigation submitted	August 29

Test Failure at Well #3	September 13
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Sampling ports replaced on Well #3	September 19
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IEPA has been providing email guidance that the number of failed tests and additional failed test in September requires a well inspection.

Multiple vendors requested for proposals to provide well inspection.	October 25
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Test Failure at Well #3	November 17
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There are two quotes for providing a well inspection of Well #3. The Great Lakes Water Resources Group/Prairie State Water Systems Proposal possesses greater value due to pulling the pump and stainless steel column pipe for inspection. However, prior to disassembly a video inspection shall be conducted as part of the cost (Layne has an \$1,800 increased cost in its proposal). In addition, the Great Lakes Proposal includes "Water Systems Engineering Analysis with Report & Recommendations," which occurs prior to the pump and pipe being take out and inspected. While onsite, due to the mobilization cost and time for gaining the test results, an additional test of Well #5 is recommended by staff as well.

Along with this timeline, Well #5 has kicked back two failed tests. While an additional IEPA advisory has not been issued, please be aware this may follow closely behind.

Layne has provided the services in the past for this well, but Great Lakes is coming in at a lesser cost for completing the inspection and getting the well back into service. This company pays according to the prevailing wage requirements and has worked for local municipalities including Seneca and Diamond.

Recommendation:

Approve the proposal for Prairie State Water Systems along with Great Lakes Water Resources to conduct a Well Inspection according to their bid for Well #3 and conduct a Water Systems Engineering Water Analysis on Well #5 for an amount not to exceed \$25,000.

Great Lakes Water Resources Group, Inc.
1127 Plainfield Road
Joliet, IL 60435
815-726-2720
815-210-6311
www.glwrg.com



November 11, 2022

Prairie State Water Systems
3281 East 28th Road
Marseilles, IL 61341

ATTN: Steve Liberg Jr.

RE: Coal City, IL Well #3 Investigation Including Removal & Inspection of Pumping Equipment

Greeting Steve,

We are pleased to provide you the following proposal for your review and consideration.

#	DESCRIPTION	Unit	Qty	UNIT PRICE	TOTAL PRICE
1	Mobilization & Removal of Pumping Equipment (3 Crew Members)	LS	1	\$8,463.00	\$8,463.00
2	Water Systems Engineering Water Analysis with Report & Recommendations	LS	1	\$2,790.00	\$2,790.00
3	Labor to Sample & Ship Water System Engineering Casing and Aquifer Samples	HR	5	\$160.00	\$800.00
3	Video Inspection of Well	LS	1	\$3,135.00	\$3,135.00
4	Onsite Inspection of Pumping Equipment	LS	1	\$1,445.00	\$1,445.00
5	Demobilization of Pump Rig & Support Equipment	LS	1	\$2,691.00	\$2,691.00
				TOTAL	\$19,324.00

Steve, we sincerely appreciate the opportunity to provide you with this proposal. Please feel free to contact me with any questions or concerns.

Sincerely,

Kyle Brandenburg
President
Cell: 815-210-6311
Office: 815-726-2720
E-Mail: kbrandenburg@glwrg.com



Layne Christensen Company
721 W. Illinois Avenue
Aurora, IL 60506

630/897-6941
graniteconstruction.com

November 01, 2022

Village of Coal City
ATTN: Mr. Darrell Olson
515 S Broadway Street
Coal City, IL 60416

RE: Well 3 – Removal, Repairs, and Reinstallation

Mr. Olson:

Thank you for contacting Layne regarding the Village's Well 3. You have reported that the IEPA has mandated the Village to conduct a further evaluation of the well regarding recent sampling issues. We would need to remove the pump equipment for further inspection and evaluation. If contracted, Layne will perform the work on a time and material basis per the attached Work Order Form.

The following estimate is based upon previous work on this pump. Layne last conducted an emergency repair on this equipment due to a dead short, in which we replaced the 50HP motor, reinstalled, and tested in July 2021. This estimate is based upon the pump pulling from the well without any unusual circumstances such as column separation. The power company will need to be contacted by the Village to disconnect / de-energize the power over the building to allow us to proceed with this work, as was the case last time.

The proposed scope of work consists of the relatively known tasks of mobilization, removing the pump equipment, visually inspecting the pipe components on site, visual inspection of the bowl assembly, motor inspection, reset the pump after necessary repairs, test to waste, and demobilization. For this estimate, we have estimated a medium pump rig, a service truck w/trailer, and a 3-man crew, to set-up, remove, transport all equipment (if necessary), further disassemble and clean equipment (if necessary), reinstall, and conduct a pump test.

Removal, Inspection, and Installation Costs

Estimate to mobilize, set-up, remove pump, provide initial assessment	\$11,500.00
Load and transport pump equipment to and from site (as needed)	\$ 5,700.00
Sandblast, clean, disassemble equipment in yard (as needed)	\$ 2,300.00
Estimate to reinstall pump after necessary repairs, transport equipment back to site, conduct pump test, and demobilize	<u>\$14,200.00</u>
Estimate prior to repair costs	\$33,700.00

The Village has an option to conduct a downhole video survey of the well while the equipment is removed to check the well integrity and further investigate the concerns. The additional cost of this service is **\$1,800.00**.

The repair estimate is imprecise as it is difficult to forecast required equipment repairs before the pump components have been inspected. Once Layne pulls the equipment from the well, we can agree on the extent of pump repairs and provide an accurate repair estimate. New materials have been priced below to show some possible replacement contingency costs.

New Equipment Replacement Costs

50HP 8" Franklin submersible motor	\$ 9,400.00
Pump rated for 450GPM at 310' TDH	\$ 4,500.00
#4AWG 3-cond power cable w/ground	\$ 8.00/Ft
6" galvanized T&C	\$ 54.00/Ft
6" DI check valve	\$ 1,395.00
Misc. materials, tape, banding, airlines, etc.	\$ 1,000.00

No well rehabilitation has been quoted at this time. Any treatment plan will be proposed as needed once the well, pump equipment, and recent water chemistries have been evaluated. Layne offers a variety of well treatment methods. We would tailor a treatment method and breakdown of costs for this specific well and water chemistry concerns. In this case, a Super-chlorination would be most likely. Our crew would typically use sodium hypochlorite for any super chlorination project, in concentrations that would vary depending upon the situation. Our Chemical Treatment Unit can be utilized to help the injection of the chemical solution; surging of the solution while in the well during reaction; and neutralization during the discharge process. Below are some of these rehabilitation rates.

Well scratching/surging/bailing; middle rig and 2-men	\$ 456.00/Hr
Chemical Treatment Unit – 4,000-gallon, Job Fee, Daily Rate	\$ 750.00/Day
Chemicals will be priced as needed	

Unknown jobsite conditions or delays, materials, or diagnoses might change this estimate. Please be assured that our invoice will reflect actual labor and materials to complete the job, which includes port-to-port mobilization and demobilization. All field labor will fall under the Illinois Department of Labor Prevailing Wage Act. Certified payroll reports will be provided to the Village after the project is completed.

Layne values its relationship with the Village of Coal City. We hope that we can be of continued service on this very important project. If you wish for us to proceed with this project, please sign and return a copy of this letter as your authorization for us to proceed. Please review this information and do not hesitate to contact me if you have any questions or comments. I can always be reached in the office at 630.897.6941 or on my mobile at 630.486.8343.

Sincerely yours,

Layne Christensen Company



Mike McDonald
Account Manager, Water Resources Division

CC: Jason Gray

Enclosures

Above work accepted by: _____

Title: _____

Date: _____

WORK ORDER

Layne Christensen Company

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-6244



Purchaser: Village of Coal City
Job Location: Well 3

SERVICE RATES - EFFECTIVE OCTOBER 1, 2022

	Straight Time		Overtime	
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Service man w/hand tools	206.00	309.00	412.00	412.00
Service man w/service truck and hand tools, or welder	246.00	349.00	452.00	452.00
Helper	182.00	273.00	364.00	364.00
Service man and 1 Helper	388.00	3104.00	582.00	776.00
Small Rig or Winch Truck				
1 Man Crew	257.00	2086.00	380.00	463.00
2 Man Crew	439.00	3512.00	633.00	827.00
3 Man Crew	621.00	4986.00	906.00	1191.00
Middle Rig, Large Hoist or Flatbed Crane				
1 Man Crew	274.00	2192.00	377.00	480.00
2 Man Crew	456.00	3648.00	650.00	844.00
3 Man Crew	638.00	5104.00	923.00	1208.00
Big Rig, Large Hoist and Poles, or Large Crane				
1 Man Crew	316.00	2528.00	419.00	522.00
2 Man Crew	498.00	3984.00	692.00	886.00
3 Man Crew	680.00	5440.00	985.00	1250.00
4 Man Crew	862.00	6896.00	1238.00	1614.00
Power Tong Usage, per 8 hour shift		470.00		
Machine Shop/Yard Labor and Equipment				
Machinist and Equipment	197.00	1576.00	286.00	375.00
12" Threading Machine and Operator	223.00	1784.00	312.00	401.00
Service man w/hand tools	178.00	1424.00	287.00	366.00
Helper	172.00	1376.00	258.00	344.00
Sandblast Equipment and 2 man crew	395.00	3160.00	570.00	745.00
Mileage: Auto: \$0.65		Pickup: \$0.90		
		2-1/2 Ton Flatbed: \$2.50		
		Semi-Tractor: \$4.00		
Subsistence-Per Man				
Over 55 miles radius from home office				\$68.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Order and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as sufficient above or on a cost plus basis at the hourly rates per man. No stand by the Contractor, if any, shall be billed on this work order. Layne Christensen Company shall be responsible for the disposal of any equipment not to be used by the Contractor, without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

Time and materials in accordance with the attached proposal dated November 01, 2022

Work Authorized on Behalf of Purchaser By: _____

Date: _____

Title: _____

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as a result of negligence. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise hereunder) shall not exceed the aggregate amount set forth in the contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for (except and including expenses necessarily incurred by Contractor) the cost of all materials used in the performance of the work, including but not limited to, telephone charges, travel, lodging, meals, and other expenses. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unavailability of materials or equipment. Any cost estimates or time frames shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment purchased during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorney's fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period as the Contractor may reasonably determine. In the case of permanent unavailability, Contractor shall be permitted to substitute materials or equipment of equal or greater value and quality as determined by Contractor. Purchaser agrees to pay Contractor an amount in excess of the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, natural delays in transportation, unavoidable accidents, or circumstances beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHARGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition than that represented in the contract. Contractor shall immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees to provide a written warranty for materials and equipment furnished under this contract. Contractor shall be responsible for the repair or replacement of such materials and equipment. Contractor will not be responsible for work done, material or equipment touched or repaired or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price hereof, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall be liable for the cost of replacement of such materials or equipment, including but not limited to, structure or property, nor for any other similar or dissimilar damages, including without limitation, any loss or damage, damage to other equipment, selective material or equipment, selective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the amount of the contract price. No materials, methods, procedures, warranties, express or implied, including, but not limited to, THE ABOVE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any materials or equipment furnished herein have been installed and re-use such goods and equipment on other jobs. Contractor shall retain title to all materials and equipment furnished hereunder until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delay in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation of any claim for damages. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Contractor shall be held responsible for the design, engineering, drafting, and construction of any equipment, materials, or methods necessary with small parts stripped from equipment and created. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors harmless from and against any and all claims, demands, causes of action (including third party claims), losses and costs of defense for contribution or indemnification, liability and costs (including attorney's fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission by Contractor or its employees, agents, stockholders, shareholders, directors, officers, stockholders, employees, agents and subcontractors, in the performance of their duties or otherwise in connection with the performance of Contractor or its subcontractors.



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

November 16, 2022

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

SUBJECT: Village of Coal City
2022 Street Maintenance
Pay Request #1

Dear Mayor Terry Halliday:

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

Original Contract Amount:	\$	477,946.99
Completed Amount:	\$	333,052.42
Previous Payments:	\$	-
5% Retention	\$	16,652.62
	\$	<u>316,399.80</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$316,399.80 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

Project# 66421.01

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

Estimate No. 1 Date November 16, 2022
 Payable to: D Construction, Inc.
1488 South Broadway
Coal City, IL 60416

Client Village of Coal City
515 South Broadway, Coal City, IL 60416
 Project Village of Coal City
2022 Street Maintenance

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
General Fund							
1	HMA Patching 6"	s.y.	64.1	\$ 3,846.00	0	60.00	\$ -
2	HMA Surf Remov (Cold Mill)	s.y.	6410	\$ 25,640.00	6177	4.00	\$ 24,708.00
3	Prime Coat (SS-1)	lb.	2884.5	\$ 28.85	2884	0.01	\$ 28.84
4	HMA Leveling Binder	ton	279	\$ 28,458.00	311.5	102.00	\$ 31,773.00
5	HMA Surface Course	ton	538.5	\$ 54,927.00	533.9	102.00	\$ 54,457.80
6	Aggregate Shoulders	ton	142.3	\$ 5,692.00	0	40.00	\$ -
7	Curb & Gutter Rem. & Repl.	lf	4767	\$ 190,680.00	1622	40.00	\$ 64,880.00
8	PCC Driveway Rem. & Repl.	s.y.	0	\$ -	18	70.00	\$ 1,260.00
9	PCC Sidewalk Rem. & Repl.	s.f.	0	\$ -	99	15.00	\$ 1,485.00
10	Detectable Warnings	s.f.	0	\$ -	18	45.00	\$ 810.00
SUBTOTAL							\$ 179,402.64
TIF Fund							
1	HMA Patching 6"	s.y.	59.9	\$ 3,594.00	0	60.00	\$ -
2	HMA Surf Remov (Cold Mill)	s.y.	5905	\$ 23,620.00	5904	4.00	\$ 23,616.00
3	Prime Coat (SS-1)	lb.	4014.5	\$ 40.15	2658	0.01	\$ 26.58
4	HMA Leveling Binder	ton	492	\$ 50,184.00	467.4	102.00	\$ 47,674.80
5	HMA Surface Course	ton	749.5	\$ 76,449.00	712.1	102.00	\$ 72,634.20
6	Aggregate Shoulders	ton	369.7	\$ 14,788.00	42.1	40.00	\$ 1,684.00
SUBTOTAL							\$ 145,635.58
Sanitary Bonds							
1	HMA Patching 6"	s.y.	0	\$ -	0	60.00	\$ -
2	HMA Surf Remov (Cold Mill)	s.y.	0	\$ -	0	4.00	\$ -
3	Prime Coat (SS-1)	lb.	1668.6	\$ 16.69	0	0.01	\$ -
4	HMA Leveling Binder	ton	350	\$ 35,700.00	0	102.00	\$ -
5	HMA Surface Course	ton	350	\$ 35,700.00	66.1	102.00	\$ 6,742.20
6	Aggregate Shoulders	ton	81.7	\$ 3,268.00	31.8	40.00	\$ 1,272.00
SUBTOTAL							\$ 8,014.20
TOTAL				\$ 552,631.68	\$ 333,052.42		

By [Signature]
 Dated November 16, 2022



Peru, Morris, Ottawa, Mendota
 Illinois

Total Value of Completed Work \$ 333,052.42
 Deduct, 5% To Be Retained \$ 16,652.62
 Balance on Completed Work \$ 316,399.80
 Prev. Pay. Made to Contractor \$ -
 Net Amt. Due - This Estimate \$ 316,399.80