

COAL CITY
VILLAGE BOARD MEETING
Wednesday, March 13, 2024
7:00 P.M.

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes February 28, 2024
4. Approval of Warrant List
5. Public Comment
6. Ordinance 24-05 Allowing Luevano's Barber Lounge to have Gaming Machines
7. Ordinance 24-06 Authorizing Increase to the Utility Rates
8. Resolution 24-01 Acquisition of Utility Easement from Mahaffay for Riverside Utilities

9. Authorization for payment #1 to D Construction for Second Avenue Improvement Project
10. Authorize Chamlin Engineering to Design & Receive Bids for the N. Water Tower and Clarifiers Repainting
11. Report of Mayor
12. Report of Trustees
 - B. Mincey
 - S. Beach
 - T. Bradley
 - P. Noffsinger
 - D. Greggain
 - D. Togliatti
13. Report of Village Clerk
14. Report of Village Attorney
15. Report of Village Engineer
16. Report of Village Chief of Police
17. Report of Village Administrator
 - Next regular meeting dates – March 25, 2024 and April 8, 2024
18. Adjourn

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 13, 2024

RE: AMENDMENT TO ALLOW LUEVANO'S TO INCLUDE GAMING

Oscar Luevano, who is the shop owner for the barbershop at 435 W. Division, has applied for the capability to include gaming within the business, which was specifically excluded at the time a conditional use was considered and recommended regarding serving alcohol within the business just over 12 months ago. This is the second shop operated by Oscar. In his first location aside from being able to consume alcohol, which is currently allowed, gaming was added as well.

Mr. Luevano has resubmitted an updated business plan that includes gaming to be allowed as part of the business. In order for this to occur, the conditional must be reconsidered and granted without the condition regarding the inability to host gaming onsite. The ordinance has been prepared following the Zoning Board of Appeals consideration of an updated business plan from Luevano's. No one aside from the petitioner spoke at the public hearing, but one member of the ZBA cast a vote opposed to the request due to the original consideration explicitly covering the subject of gaming and disallowing the retail location from hosting this function. All others, a 5-person majority, voted in favor of granting the updated request. Upon adoption, Luevano's will be able to operate three gaming terminals at its location.

Recommendation:

Adopt Ordinance No. ____: Amending Ordinance 23-01 and Allowing Gaming to be Hosted at Luevano's of 435 W. Division.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: CC 1rg LLC

Address: 435 W Division St Phone number: 1 708 691 0723
Coal City, IL

Owner represented by: Self Coal City, IL Attorney _____

Contract purchaser _____ Other agent Tenant - Oscar Luevano

Agents name Oscar Luevano Phone number: _____

Address: 435 W Division St.

Existing zoning: L-3 Use of surrounding properties: North NA South RS-3

East C-3 West RM-1

What zoning change or variance: (specify) A Conditional use to
operate a bar without live entertainment
or dancing

To allow what use to include gaming

Tax number of subject property: 09-03-201-005

Common address of property: 435 W. Division St.

Parcel dimensions: 120 ft x 150 ft Lot area (sq. ft.) 18,000

Street frontage 150 ft of W Division 120 ft of Virginia

Legal description Buchanans Addition, Western 150 ft of
lot 1 Block 4 section 3-32-8

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

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

Oscar A Luevano, being first duly sworn, on oath deposes and says,
Applicant's Name

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

Subscribed and sworn before me on this 12th day of February, 2024.

Linda Sula

Notary Public (Seal)



Signature of Owner

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

Please note the number of pages attached. _____

FOR OFFICE USE ONLY

Case number

2A-377

Location of hearing

Filing date

2-12-24

Village Hall

Hearing date

3-4-24

515 South Broadway

Filing fee

\$ 100

Coal City, Illinois

Hearing time

7pm

Objective

Our objective here at LBL is to provide the community and our customers with a memorable experience. We have been in business at our Morris location for 5 years and recently just received our Beer and Wine liquor license which has helped our business tremendously. From your Classic Hot Towel Shaves to more Modern cuts we do it all. We have been at our second location (Coal City) since November 2022.

Goals

Our goals are to merge Traditional barbershop ambiance to what we like to call a Barber Lounge.

You can come in get a haircut, watch sports or movies, and simply relax with a drink while you wait.

We would be looking into beer and wine as well as TO-GO beer which would help promote and sell our very own craft beer "Marina".

Solution

With every good there is always the what ifs.

We will have a bartender staffed to make sure everything flows smoothly and appropriately.

Plenty of parking and space where this wouldn't affect regular traffic nor change any of the regular day to day operations of the town.

Project Outline

Our plan is to sell beer and wine out of our small bar area that is built in a separate room from the barber stations and waiting area. (Back area of our unit, Reference picture above)

About 4 or 5 bar stools with a fridge behind the bar.

We will be operating the same way we have been for the past 3 months in Morris which has worked out great

- Business hours- Tuesday-Thursday 10am-6:30pm, Friday 9am-6:30pm, Saturday 9am-2:30pm
- Sunday and Monday closed or Appointments only
- Bartender staffed on our busiest days and hours Thursday-Saturday
- At least 2 basset certified adults on shift each day
- Beer distributors Kozol brothers, Blue ribbon, Tec-Mex Imports

This is not only going to help our guests experience the relaxation of what a barber lounge should be, but will help our business revenue by at least 20%.

We hope that we can continue to provide Coal City (Grundy County) with an awesome family friendly experience and for those adults who had a long day at work or those who want to come and just relax, something to also look forward to in this great community.

2024 Update

LBL has grown to be a staple in the Grundy County area.
With our first location opening up in the small town of Morris October 2017.
Our second location opened up here in Coal City in November 2022.

With our Brand growing and times changing we try to provide our guests with a modern luxury experience. We are a "Barber Lounge". We represent a new era of barbering which includes Haircuts, Games, Music, and Our own Signature Beer.

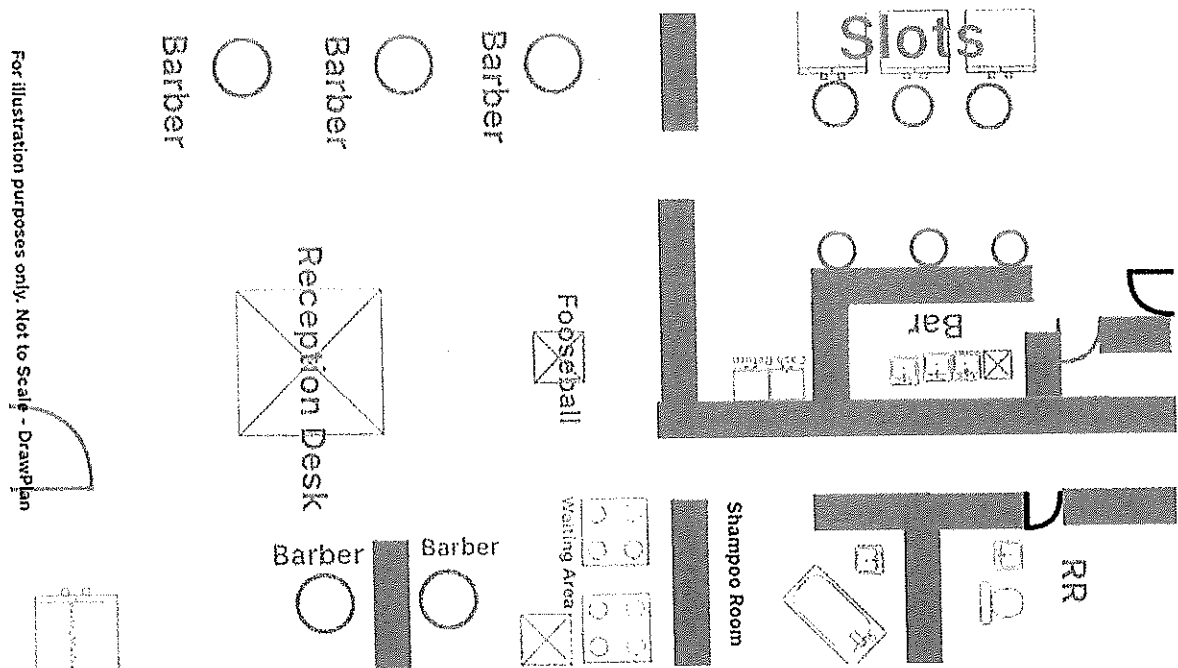
We have recently included gaming into our Morris location which has been a huge part of our growth with our brand. Along with it being something to entertain our adult guests, it has also helped us cover many expenses in our business including overhead and sponsorships for the community.

We plan on adding 3 gaming machines in our bar area which is in a separate room from the rest of the business.

This room is clearly known to be a "21 and over" room with plenty of signs labeling it for adults "21 and over".

The bar has been operating well with no issues since July 2023 and we plan on it operating the same with gaming.

With us serving a majority of the neighboring towns and bringing new faces to the community we hope that we can continue to grow and thrive in Coal city.



THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AMENDING
ORDINANCE 23-01, ALLOWING LUEVANO'S
AT 435 W. DIVISION TO OPERATE A BAR
WITHOUT LIVE ENTERTAINMENT OR DANCING TO INCLUDE GAMING**

DAVID SPESIA, President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIM BRADLEY
DAN GREGGAIN
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2024

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT AMENDING
ORDINANCE 23-01, ALLOWING LUEVANO'S
AT 435 W. DIVISION TO OPERATE A BAR
WITHOUT LIVE ENTERTAINMENT OR DANCING TO INCLUDE GAMING**

WHEREAS, an application for a conditional use pursuant to Section 156.230 of the Village of Coal City Zoning Code ("Zoning Code") was filed by Oscar Luevano, the tenant ("Applicant"), of the property located at 435 W. Division ("Property"); and

WHEREAS, the Property is located in the C-3 zoning district; and

WHEREAS, a public hearing was noticed and duly held by the Planning and Zoning Board on March 4, 2024 to allow gaming to be provided at the premises as well; and

WHEREAS, bars serving alcoholic beverages but without live entertainment or dancing are listed as conditional uses pursuant to Table 7(P)(3) in the Zoning Code

WHEREAS, at its March 4, 2024 meeting, the Planning and Zoning Board heard testimony from the Tenant, and at the conclusion of such testimony, recommended that the Village Board approve the conditional use permit requested in the application to include the utilization of gaming terminals on the premises according to an updated business plan that was presented to the Board; and

WHEREAS, Section 156.234 permits the Village Board to approve conditional uses and to direct the Zoning Administrator to issue conditional use permits; and

WHEREAS, the Village Board of Trustees has determined that it is in the best interests of the Village to grant the requested conditional use in the Application, subject to the conditions set forth in this Ordinance.

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 Village Board of Trustees find as follows:

- A. Traffic.** Expected traffic flow from the Luevano's is consistent with other types of uses within the C-3 zoned area of the Village and will not have an adverse effect on surrounding properties.
- B. Environmental Nuisance.** There shall not be any environmental nuisances that emanate from the conditional use. The utilization of the property for the proposed use shall not cause glare, noise, or odor that affects the neighboring properties.
- C. Neighborhood Character.** The utilization of the property to include a bar without live entertainment or dancing will not result in undue deleterious effect upon the neighborhood. The use of the property shall continue to be primarily for the provision of barbershop oriented services and shall be harmonious to its adjacent neighbors.
- D. Public Services and Facilities.** The property shall not require any additional installation or greater utilization of public services to serve the proposed conditional use.
- E. Public Safety and Health.** Granting this conditional use shall allow the business to expect greater success according to the standards provided within the business plan submitted at the public hearing; this shall allow the services provided by the primary business of a barbershop to flourish.
- F. Other Factors.** The property shall provide many of the same retail services for which the property had been utilized to date and the inclusion of gaming will allow for additional revenue to be generated to remain at this Coal City location.

Section 3. Description of the Property. The property is located at 435 W. Division within the C-3 District.

Section 4. Public Hearing. A public hearing was duly advertised in the Coal City Courant and held by the Planning and Zoning Board on March 4, 2024 at which time the

Planning and Zoning Board recommended approval of the conditional use permit as requested in the Amended Application, subject to various conditions.

Section 5. Conditional Use Permit. Subject to the conditions set forth in Section 6 of this Ordinance, and the findings of the Planning and Zoning Board and the Village Board of Trustees as set forth in this Ordinance and the record of the public hearings, the Village Board of Trustees hereby grants a conditional use permit personally to the Applicant, as recommended at the March 4, 2024, Planning and Zoning Board meeting, to allow the Applicant to expand its operation and maintain a bar that serves alcohol but without live entertainment or dancing on the Property, as described in the Application and as permitted by Table 7(P)(3) of the Zoning Code. The Zoning Administrator, or his or her designee, is directed to issue the permit.

Section 6. Conditions. The grant of approval of a conditional use permit in Section 5 of this Ordinance is conditioned upon and limited by the following requirements, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Village Board of Trustees, invalidate the conditional use permit approval:

- A. The conditional use shall allow a portion of the barber shop to be utilized to accommodate a bar for serving liquor.
- B. No live entertainment shall be permitted at the bar/retail establishment.
- C. Applicant provided a business plan, setting forth the total number and location of gaming terminals to be hosted within the retail location.
- D. No alcoholic beverages shall be served at the Restaurant unless and until a valid state liquor license and local liquor license have been issued.
- E. No alcoholic beverages shall be carried away from the premises.
- F. The conditional use permit shall be personal to the Applicant, shall not run with the Property, and shall not be transferred or assigned to any person or entity.

- G. Failure of the Applicant or Owner to comply with the terms of this Ordinance shall subject the Applicant and Owner to the penalties set forth in Section 156.999 of the Village of Coal City Zoning Code, among any other penalties that are available in this Ordinance or by law.

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

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

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

SO ORDAINED this _____ day of _____, 2024, at
Coal City, Will and Grundy Counties, Illinois.

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

David Spesia, President

Attest:

Alexis Stone, Clerk

MEMO

TO: Mayor Spesia & the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 13, 2024

RE: FY25 UTILITY BILLING RATE INCREASE RECOMMENDATION

Each year, the Village reviews its Combined Water & Sewer Utility rate and estimates total expenses according to the formula $C = OMR + CI + DS/WS$; i.e. The total charge per gallons equals the cost for operation, maintenance and replacement plus capital improvement and debt service all divided by the total usage expected to take place in one year's time. This information is provided below. Following some minimal increases, which were less than 3%, last year's 7% increase was the first one scheduled to meet the revenue guidelines in order to generate the necessary capital to repay scheduled debt related to the Water Treatment Expansion Project.

Due to the current fund balance that has been generated with the initial 7% increase within the FY24 adjustment and the assistance of increments generated within the TIF district, the forecasted 6% increased can be adjusted downwards 58% to return to a 2.5% increase within the upcoming FY25 budget.

Below are the amounts being budgeted for expenditure in the upcoming FY25 budget –

Operations (O) = \$1,329,183

Personnel expenditures of \$745,354 and other operational costs within the proposed FY25 budget at \$583,829. This represent a 1.72% increase over the operational costs approved within last year's budget.

Maintenance (M) = \$356,400

The repair and maintenance line items included within the budgeted line items allow for the regular expenditures on infrastructure throughout the year. Line item expenses within last year's budget to include ½ of the sludge disposal and utilizing fund balance to secure necessary water meter replacements allow for a minimal increase in this year's budget.

Replacement (R) = \$132,500

Within this portion of the rate is a contribution towards patching for the road repair and the replacement of a backhoe that was scheduled for replacement within the CIP.

Capital (CI) = \$148,527

This expense is due to the capital allotment within the rate to continue collecting funds for the water

treatment plant expansion project until the IEPA closes out the Water Treatment Plant Expansion construction loan, which is expected in FY25/26.

Debt Service (DS) = \$117,450

The annual payment for the South Water Tower supply, which provides approximately half of the water supply for the Coal City Fire District and the final payment towards the Prairie Oaks project contribute to this cost.

Water Sold (WS) = 120,800

This total gallons consumed utilized to reflect the overall number of gallons sold on an annual basis proved to be near the actual number of gallons sold.

	FY23 Rate	FY24 Rate	FY25 Rate	Change from last rate
Operations (O)	\$1,256,451	\$1,306,662	\$1,329,183	\$22,521
Maintenance (M)	266,000	381,000	356,400	(24,600)
Replacement (R)	203,000	99,000	132,500	33,500
Capital (CI)	0	131,335	148,527	17,192
Debt Service (DS)	252,350	117,350	117,450	100
Water Sold (WS)*	125,060	120,800	120,800	-

*Number represents thousands of gallons consumed

This formula results in total charges of \$1,962,747 being collected from 120,800,000 gallons of consumption. If the Village did not have a decelerating rate structure, the flat rate cost for 1,000 gallons of water would equal \$16.25. The amount of revenues collected from the water/sewer rate represents 94% of the annual revenues for the utility; the remainder comes from other line items such as penalty fees which offset the remaining annual expense for providing this utility.

If the Board was reliant solely upon the water/sewer rate for all of the revenues to fund the Utility Fund (#51), an increase of 6.7% would be necessary. Due to the IEPA Water Treatment Expansion loan being provided with debt forgiveness and the existing fund balance, continued capital for debt service can level from its initial forecasted amount. These source, along with TIF increment lessen the overall liability that must be collected from current rate payers. Likewise, the \$5.00 per account surcharge for sanitary-related debt may remain the same due to the assistance being provided from TIF as well.

The information provided on the next page is the statistics behind the bi-monthly bills on a month-to-month basis. This represents what took place across the last year.

These Statistics represent February of 2023 thru February of 2024

<i>Total 1,000 Gals. (bi-monthly)</i>	<i>1-5,999</i>	<i>6,000-20,999</i>	<i>21,000 +</i>
Number of Bills	6,531	7,559	447
Total Consumption	20,932	73,272	33,637
Total Cost Billed	\$304,876	\$1,121,166	\$444,540
Avg. Consumption	3	9	75
Avg. Billed	\$46.68	\$148.32	\$994.49
<u>Rates</u>			
<i>Water & Sewer</i>	\$14.63	\$16.30	\$15.63
<i>Water Only</i>	9.51	10.60	10.16

Garbage Collection Fee

The Village will be entering year four for its existing hauling contract, which was sold from Environmental to LRS in the past year. Due to the large utility rate increase within last year's budget, this rate remained the same at \$23.00 per month despite the cost per household increasing. At the end of FY24, the fund balance has been significantly utilized resulting in an increase of \$4.00 over the current rate being necessary to fund the increased contract costs and keep the fund in a positive balance. Each year the vendor increases its rate in October, although the last guaranteed contract year expires in April of 2025. An optional year was also included within the proposal that would provide one additional year for another \$1/month increase.

Recommendation:

Increase the utility rates for the upcoming fiscal year with the billing to be provided to residents in June as follows:

<u>Water Usage</u>	<u>Water & Sewer Rate</u>	<u>Water Only</u>
0 – 5,999	\$ 15.00	\$9.75
6,000 – 20,999	16.71	10.86
21,000 +	16.02	10.42

The Garbage Fee shall be increased from its current rate of \$23.00 per month, which is \$46.00 per billing upwards to \$27.00 per month or \$54.00 per billing.

Each Account shall continue to be charged a \$5.00 per month surcharge to be collected for the water treatment plant upgrade and expansion currently under review by the IEPA.

Consideration of FY25 W/S Rates

March 1, 2024

<u>CURRENT</u>	<u>Usage</u>	<u>Reading</u>	<u>Rate</u>	<u>Billable</u>	<u>Other Sales</u>
	0-5,000	21000	\$ 14.63	307,230	Penalties 35000
	5,000 - 20,000	71300	16.3	1,162,190	TapOn/Water 35000
	21,000 +	28500	15.63	445,455	TapOn/Sewer 35000
		120800		1,914,875	Meter Sales 10000
					Interest 2000
					Miscellaneous 10000
Increase of	1.00%				Current Est. 2,041,875 127000
		21000	14.78	310,302	
		71300	16.46	1,173,812	
		28500	15.79	449,910	
		120800		1,934,024	
				19,149 increased revenue	
				non-discret total	16.01

Increase of	2.50%				
		21000	15.00	314,911	
		71300	16.71	1,191,245	
		28500	16.02	456,591	
		120800		1,962,747	
				47,872 increased revenue	
				non-discretionary rate	
				total	16.25
RECOMMENDED					

Increase of	5.00%				
		21000	15.36	322,592	
		71300	17.12	1,220,300	
		28500	16.41	467,728	
		120800		2,010,619	
				95,744 increased revenue	
				non-discretionary rate	
				total	16.64
Increase of	6.00%				
		21000	15.51	325,664	
		71300	17.28	1,231,921	
		28500	16.57	472,182	
		120800		2,029,768	
				114,893 increased revenue	
				non-discretionary rate	16.80
					IEPA Projection

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING REVISIONS TO THE SCHEDULE OF WATER AND
SANITARY SEWER RATES AND RELATED CHARGES
EFFECTIVE APRIL 1, 2024**

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DANIEL GREGGAIN
BILL MINCEY
PAMELA M. NOFFSINGER
DAVID TOGLIATTI

Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2024

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING REVISIONS TO THE SCHEDULE OF WATER AND
SANITARY SEWER RATES AND RELATED CHARGES
EFFECTIVE APRIL 1, 2024**

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, the Village has authority, pursuant to the Illinois Municipal Code, to own, operate and maintain a potable water distribution system, providing potable water to the residents of the Village; and

WHEREAS, the Village has authority, pursuant to the Illinois Municipal Code, to own, operate and maintain a sanitary sewer system; and

WHEREAS, the Village does own, operate and maintain a sanitary sewer system and potable water system providing sanitary sewer services and potable water to the residents of the Village; and

WHEREAS, the Village is authorized to establish, revise and maintain rates and charges for water and wastewater and for the services associated therewith; and

WHEREAS, the Village has heretofore established rates and charges for its water and sewer services in accordance with the formulas set forth in Section 51-160 of the Village Code; and

WHEREAS, the Village borrows for certain capital improvement projects that improve water capacity and volume across the Coal City Fire Protection District to include an IEPA approved, 2022 Water Treatment Plant Expansion, for which the Village is to retain revenues remitted throughout the fiscal year preparing to remit an estimated \$297,054 per year awaiting final closure upon the IEPA-approved loan for the aforementioned project; and

WHEREAS, the Village is currently holding \$230,033 from proceeds contributed in FY24 for the debt obligation expected to be recorded at the conclusion of the Water Treatment Plant Expansion requiring a 2.5% increase within the approved rates in order to collect the expected

annual debt obligation proceeds; and

WHEREAS, after careful consideration, the Village Board has determined that it is necessary, and in the best interests of the health, safety and welfare of the citizens of the Village of Coal City, to amend the Village Code to increase the water and sewer rates as provided herein.

WHEREAS, the Village Board desires to formally approve the rate changes contained herein by ordinance and to ratify all prior actions of the Village in revising water and sewer rates from time to time.

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

SECTION 1. Recitals. 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. The President and Village Board (“Corporate Authorities”) hereby find that the foregoing recitals are a full, complete and accurate representation of the purpose and intent of this Ordinance, direct that the Ordinance be liberally construed to accomplish the purpose and intent herein described, and incorporate the recitals the same as though fully set forth herein. In the event that any provision or application of this Ordinance is found invalid or unenforceable, it is the desire of the Corporate Authorities for the court making such finding to treat the remaining provisions and alternate applications as severable from the invalidity or unenforceability and to remain in full force and effect to the maximum extent permitted by law.

SECTION 2. Revised Schedule of Rates and Charges.

The Village Code is hereby amended effective April 1, 2024 by adding those rates within Appendix A to the “Table of Fees & Fines” codified as Table 1 within Chapter 10 of the Village Code. Appendix A, as such shall be in force and effect, shall be available for public inspection at the Office of the Village Clerk.

SECTION 3. Rate Effective Date, Ratification. The water and sewer rates established herein are hereby approved and ratified, *nunc pro tunc*, and shall be in full force and effect for water bills issued by the Village of Coal City on and after April 1, 2024. All prior actions undertaken by the Village Administrator and Village Board to adopt or establish rates and charges for water and sewer service consistent with the rates and charges set forth herein are hereby approved and ratified.

SECTION 4. Resolution of Conflicts.

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

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

SECTION 6. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2024, at Coal City, Grundy and Will Counties, Illinois.

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

APPENDIX A

Rates / Charges

<i>Water Usage</i>		<i>Water & Sewer Rate</i>	<i>Water Only</i>
0 – 5,999	gallons	\$ 15.00	\$ 9.75
6,000 – 20,999		16.71	10.86
21,000 +		16.02	10.42

Contractor Business Direct Fill Rate \$21.70 per 1,000 gallons of water

Sanitary Modernization Project Debt Payment \$5.00 per month/per utility account

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 13, 2024

RE: GAINING EASEMENT FOR THE RIVERSIDE UTILITIES PLACEMENT

The Village Board recently entered into a Redevelopment Agreement (RDA) with Riverside Medical allowing for the expansion of the existing campus located west of Carbon Hill Road on the south side of Route 113. Within the RDA, the village is to secure a utility easement from Walt and Lynn Mahaffay who reside on the west side of Carbon Hill Road, south of the Riverside property. The enclosed Resolution would gain the ability to utilize and record the necessary easement after entering into an agreement by which the owners would receive payment for the square footage in which the sanitary, water, and roadway improvements would permanently lie (in addition to a 10' construction easement).

The Attachment to the Resolution exhibits the area in which these easements shall be recorded. One of the advantages of this agreement is the prescriptive easement for the roadway would become recorded and the water main that was previously installed will have a recorded easement as well.

Recommendation:

Adopt Resolution No. ____: Entering into an Agreement with the Mahaffays to Utilize a Portion of the Land along Carbon Hill Road for a Permanent Utility Easement.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH WALTER & LYNNE MAHAFFAY TO ENABLE THE INSTALLATION AND
MAINTENANCE OF WATERMAIN, SANITARY AND STORM SEWER FACILITIES
ON CERTAIN REAL PROPERTY IN FURTHERANCE OF RIVERSIDE FACILITY
EXPANSION PROJECT**

(PINS 09-04-200-022 and 09-04-226-013)

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

SARAH BEACH
TIMOTHY BRADLEY
DANIEL GREGGAIN
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN EASEMENT AGREEMENT
WITH WALTER & LYNNE MAHAFFAY TO ENABLE THE INSTALLATION AND
MAINTENANCE OF WATERMAIN, SANITARY AND STORM SEWER FACILITIES
ON CERTAIN REAL PROPERTY IN FURTHERANCE OF RIVERSIDE FACILITY
EXPANSION PROJECT**

(PINS 09-04-200-022 and 09-04-226-013)

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

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

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

WHEREAS, the Village is desirous of promoting economic development and health opportunities within the Village and has therefore participated in a project to expand Riverside Medical Center (“Riverside”), requiring the need for certain utility extensions and infrastructure improvements within the Village in the vicinity of Riverside; and

WHEREAS, the Village and property owners Walter and Lynne Mahaffay have negotiated an arms-length permanent and temporary easement agreement across the Mahaffay's real property in order to facilitate the extension of utilities to create new economic opportunities and further development prospects within the Village of Coal City.

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL AND AUTHORIZATION.

The Corporate Authorities hereby authorize, approve and direct the Village President to execute and deliver the Easement Agreement attached as **Exhibit 1** and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution.

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

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

SECTION 5. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval.

SO ORDAINED this _____ day of _____, 2024, 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 _____, 2024.

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk

[SEAL]

EXHIBIT 1

REDEVELOPMENT AGREEMENT

Appended on following pages.

**This document prepared by
and after recording should be
sent to:**

Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

**PERMANENT RIGHT-OF-WAY, SANITARY SEWER AND WATER MAIN
EASEMENT AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2024, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the “**Grantee**”) and **WALTER & LYNNE MAHAFFAY**^[HML] (collectively, “**Grantor**”).

The Grantor specifically reserve unto themselves the fee simple title to the real property described above subject only to the easements described herein.

W I T N E S S E T H:

A. Grantor is the owner of that certain real property located in Grundy County, Illinois, legally described on **Exhibit A** attached hereto and made a part hereof (the “**Subject Property**”).

B. Grantee is desirous of installing and maintaining stormwater infrastructure, sanitary sewer mains, water mains, valves, and related attachments, equipment and appurtenant structures (cumulatively, the “**Utilities**”) in, to, upon, over, across, under and through the “**Permanent Utility Easement**” depicted on **Exhibit B**.

C. Grantee is additionally desirous of securing the temporary use in, to, upon, over, across, under and through a 10’ wide portion of the Subject Property immediately west of the Permanent Utilities Easement Area depicted as the “**Temporary Construction Easement**” on Exhibit B.

D. Grantee wishes to obtain the right to occupy, improve and maintain a 41’ wide portion of the Subject Property immediately to include a corner cut to enable the sanitary utility’s perpendicular crossing with the existing underground permanent gas utility easement on the easterly most portion of the subject parcels at that point the utility crosses Carbon Hill Road at W. Oak Street, the “Permanent Utility Easement” area depicted as the “**Proposed Right of Way & Permanent Utility Easement**” on Exhibit B.

E. Grantor and Grantee (collectively, the “**Parties**”) mutually desire that Grantor hereby create and grant permanent easements in, to, upon, over, across, under and through the Permanent Utility Easement premises and the Proposed Right of Way easement premises area for the purposes set forth

hereinabove. Grantor and Grantee further agree that Grantor shall grant temporary construction and maintenance easements in, to, upon, over, across, under and through the Construction Easement Easement area Premises and Temporary Water Supply Maintenance Easement Premises for the purposes of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Sanitary Sewer Facilities and the Water Supply Facilities, respectively, upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.
2. **Grant and Use of Permanent Utility Easement.** Grantor, on behalf of itself and all future owners of the Subject Property and each portion thereof, hereby grants, declares, gives and conveys a permanent non-exclusive easement (the “**Permanent Utility Easement**”) in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a “**Grantee**”), in, upon, over, under, through and across the Permanent Utility Easement area and each portion thereof for the purposes of installing, constructing, inspecting, testing operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, maintaining, and abandoning in place the Utilities as may be necessary or convenient together with the right of ingress and egress across and through the Temporary Construction Easement area for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Utilities remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Permanent Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Permanent Utility Easement premises. No fences, landscaping, structures or trees shall be placed in the Permanent Utility Easement area, which shall commence upon the Effective Date and continue indefinitely thereafter.
3. **Grant and Use of Temporary Construction Easement.** Grantor, on behalf of itself and all future owners of the Subject Property and each portion thereof, hereby grants, declares, gives and conveys a temporary, non-exclusive easement (the “**Temporary Construction Easement**”) in, upon, over, under, through and across the Temporary Construction Easement premises and each portion thereof, in favor of Grantee, for the purposes, from time to time, of installing, staging, constructing, inspecting, testing, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining the Sanitary Sewer Facilities as may be necessary or convenient together with the right of ingress and egress across and through the Temporary Construction Easement Premises for persons and equipment to do any or all of the above work. The term of this Temporary Construction Easement shall be intermittent, but for only such time as the Grantee needs, from time to time, to install, stage, construct, inspect, test, operate, replace, renew, alter, enlarge, remove, repair, clean and maintain the Utilities, and for each occurrence no longer than three (3) months to cut down, trim or

remove any trees, shrubs or other plants on the Temporary Construction Easement premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted in the Temporary Construction Easement Premises. No fences, landscaping, structures or trees shall be placed in the Temporary Construction Easement Premises without the approval of Grantee. Grantee agrees to give Grantor five (5) business days written notice where possible and prompt notice when less than five (5) business days written notice is possible, prior to entering upon the easement premises for the purpose of for the purposes herein described.

4. **Grant and Use of Permanent Right of Way Easement.** Grantor, on behalf of itself and all future owners of the Subject Property and each portion thereof, hereby grants, declares, gives and conveys a permanent, non-exclusive easement (the "**Right of Way Easement**") in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns and the general public (each, a "**Grantee**"), in, upon, over, under, through and across the Permanent Right of Way easement premises and each portion thereof for the purposes of improving, widening and extending that certain right-of-way in the Right of Way easement area, together with the right of ingress and egress across and through the Right of Way Easement Premises for persons and for public utilities to be installed therein or thereunder and thereafter remain in existence and function properly. The right is also hereby granted to Grantee to cut down, trim or remove any trees, shrubs or other plants on the Permanent Right of Way Easement Premises as well as remove any fence or other structure that interferes with the installation, maintenance or operation of the above or with the exercise of any rights granted herein. No fences, landscaping, structures or trees shall be placed in the Permanent Right of Way Easement Premises without the approval of Grantee. The term of the Permanent Right of Way Easement shall commence upon the Effective Date and continue indefinitely thereafter.

5. **Grantor Retains Title to Easement Premises.** The Grantor specifically reserve unto themselves the fee simple title to the Subject Property generally and easement areas in particular, subject only to the easements described herein.

6. **Covenants of Grantee.** Neither Grantee nor the Grantor shall have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than (i) the Utilities on, over, across and under the Permanent Utility easement premises and (ii) the right-of-way and any public utilities thereon or thereunder on, over, across and under the Permanent Right of Way easement premises; (b) perform any work on the Subject Property other than within the Permanent Utility Easement Premises, Permanent Right of Way Easement Premises, and Temporary Construction Easement Premises; or (c) permit any lien to be filed against the Subject Property or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Property at the Grantee's or Grantor's direction or sufferance. The Grantee will cause all work performed by or for the Grantee within the respective easement areas to be done carefully so as to cause as little damage as possible to the Grantor's Property and to facilitate full and complete restoration of the easement areas to as good a condition as exists at the time of this Instrument after the completion of necessary construction performed by the Grantee. As soon as is practicable following the completion of any Grantee's work within the Permanent Utility Easement Premises, Permanent Right of Way Easement Premises, and Temporary Construction Easement

Premises, Grantee shall restore the surface of whatever portion of the Subject Property was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by Grantee at its sole cost and expense. When construction work performed by the Grantee is finished, it will cause all unused materials, machinery, equipment, or debris to be removed from said premises. The Grantee will compensate the Grantor for any and all damages to either its premises or improvements on said premises, which damage may be caused by or may be the result of any construction work performed by the Grantee on said tract of land and for damage or injury to the general public or to any individual, whether or not employed on such work, if such damage or injury arises out of said construction. The covenants provided herein by Grantee and Grantor shall in each instance be deemed separately given and in no case joint and several.

7. **Consideration.** For and in consideration of THIRTY THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$30,500.00), the receipt and sufficiency of which is hereby acknowledged, Grantor acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantor caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee Village which may cause damage to the rest of Grantor's property.

8. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Utilities or Right of Way and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted.

9. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and their respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Permanent Utility Easement Premises, Permanent Right of Way Easement Premises, and Temporary Construction Easement Premises.

10. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds and each party hereto hereby authorizes the other party to so record this instrument.

11. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

12. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all

necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement or any work performed within the Permanent Utility Easement Premises, Permanent Right of Way Easement Premises, and Temporary Construction Easement Premises.

13. **Amendments.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the Parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Grantor and Grantee.

14. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Grantor:	Walt Mahaffay 285 S. Carbon Hill Road Coal City, IL 60416
With a copy to:	Donald Black Black & Black Lawyers 201 Liberty Street, Suite 211 Morris, IL 60450
The Village:	Village of Coal City 515 S. Broadway Coal City, IL 60416 Attention: Village Administrator
With a copy to:	Ancel Glink, P.C. 1979 N. Mill Street, Suite 207 Naperville, IL 60563 Attention: Mark Heinle

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

15. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

16. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the

Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys' fees, court costs and related costs.

17. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party's exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

18. **Condemnation.** If any or all of the Permanent Utility Easement Premises, Permanent Right of Way Easement Premises, and Temporary Construction Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

19. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

20. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

21. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

GRANTEE VILLAGE OF COAL CITY

GRANTOR OWNER

By: _____
David A. Spesia,
Village President

By: _____
Walter Mahaffay

Lynn Mahaffay

ATTEST

By: _____
Alexis Stone,
Village Clerk

EXHIBIT A

“Subject Property”

INSERT LEGAL DESCRIPTIONS

PARCEL 1:

PIN 09-04-200-022

PARCEL 2:

Pin 09-04-226-013

EXHIBIT A

“Subject Property”

INSERT LEGAL DESCRIPTIONS

PARCEL 1:

PIN 09-04-200-022

PARCEL 2:

Pin 09-04-226-013

EXHIBIT B

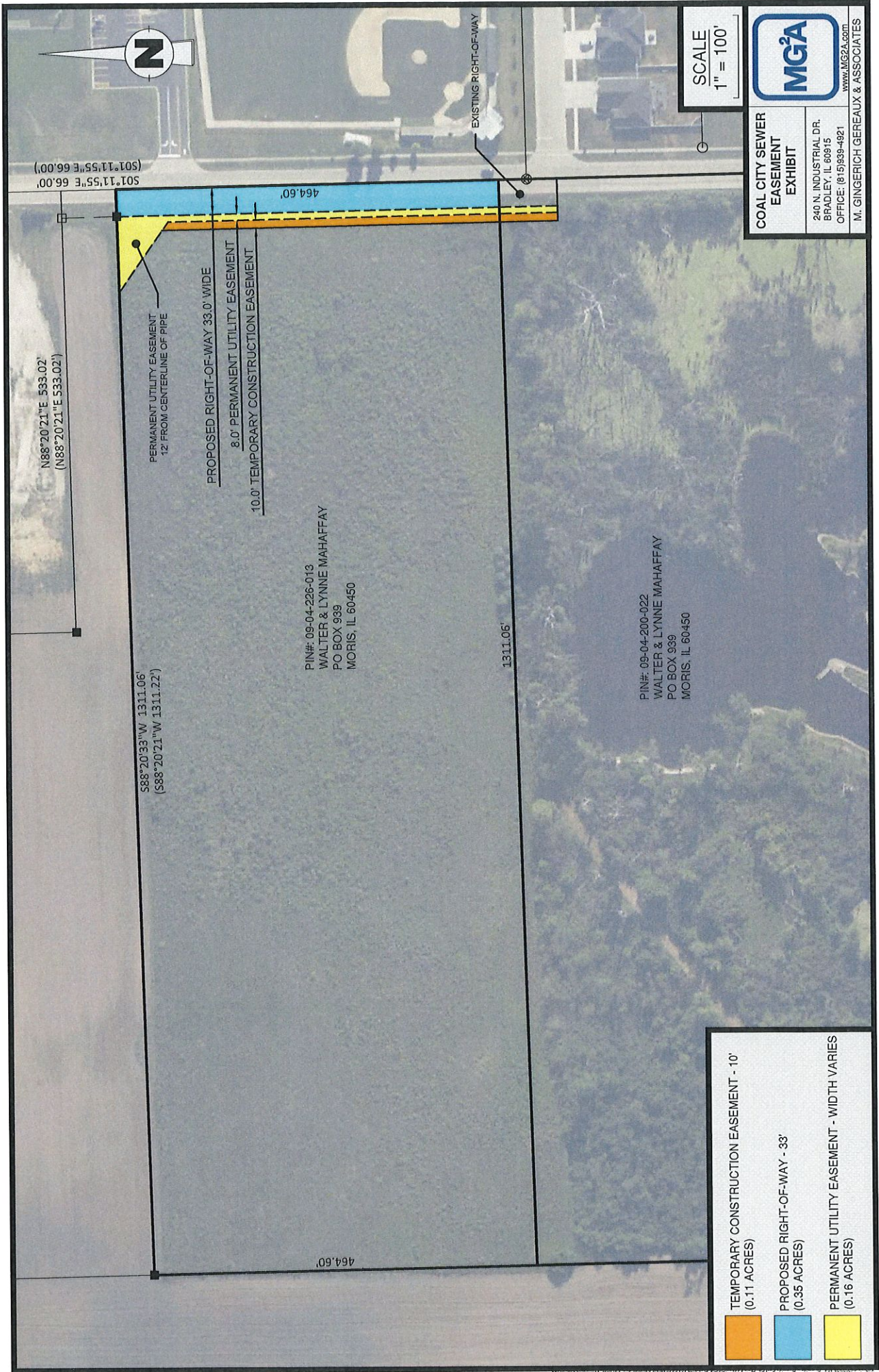
Easement Depiction

Appended on following page, depicting and describing:

Permanent Utility Easement Premises

Permanent Right of Way Easement Premises

Temporary Construction Easement Premises



March 11, 2024

Mayor David Spesia
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
North 2nd Ave Storm Sewer & Watermain
Pay Request #1

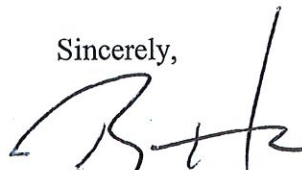
Dear Mayor David Spesia:

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:	\$ 1,263,317.10
Completed Amount:	\$ 240,600.00
Previous Payments:	\$ -
10% Retention	\$ 24,060.00
	<hr/>
	\$ 216,540.00

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$216,540.00 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/am

Project # 15477.00

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 Date March 11, 2024

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

North 2nd Ave Storm Sewer & Watermain

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
1	Trench Backfill, Special	CY	1800	\$ 72,000.00		40.00	
2	Exploration Trench 60" Depth	FOOT	100	\$ 5,000.00		50.00	
3	HMA Surface Removal, 2"	SY	5800	\$ 23,200.00		4.00	
4	Bituminous Materials (Tack Coat)	LB	2610	\$ 26.10		0.01	
5	Polymerized Hot-Mix Asphalt Binder Course, IL-4.75, N50	TON	675	\$ 83,700.00		124.00	
6	Hot-Mix Asphalt Surface Course, IL-9.5FG, Mix "C", N50	TON	250	\$ 27,500.00		110.00	
7	Aggregate Shoulders, Type B, 4"	SY	1200	\$ 8,400.00		7.00	
8	Class D Patches, 6"	SY	400	\$ 32,000.00		80.00	
9	Storm Sewers, Rubber Gasket, Class A, Type 2, 12"	FOOT	431	\$ 30,170.00		70.00	
10	Storm Sewers, Rubber Gasket, Class A, Type 2, 15"	FOOT	1161	\$ 77,787.00		67.00	
11	Storm Sewers, Class B, Type 1, 8"	FOOT	39	\$ 2,730.00		70.00	
12	Storm Sewers, Class B, Type 1, 10"	FOOT	1112	\$ 74,504.00		67.00	
13	Storm Sewers, Class B, Type 1, 12"	FOOT	1174	\$ 93,920.00		80.00	
14	PVC Watermain, 6"	FOOT	20	\$ 1,380.00		69.00	
15	PVC Watermain, 8"	FOOT	750	\$ 60,000.00	750	80.00	\$ 60,000.00
16	PVC Watermain, 10"	FOOT	1800	\$ 156,600.00	1800	87.00	\$ 156,600.00
17	Water Valve, 8"	EACH	5	\$ 15,000.00		3,000.00	
18	Water Valve, 10"	EACH	4	\$ 20,000.00	2	5,000.00	\$ 10,000.00
19	Fire Hydrant with 6" Auxillary Valve	EACH	9	\$ 84,600.00		9,400.00	
20	Water Service, Short	EACH	22	\$ 55,000.00		2,500.00	
21	Water Service, Long	EACH	30	\$ 90,000.00		3,000.00	
22	Water Service, Run	FOOT	300	\$ 9,000.00		30.00	
23	Valve to be Removed	EACH	5	\$ 1,500.00		300.00	
24	Fire Hydrant to be Removed	EACH	5	\$ 17,500.00		3,500.00	
25	Cut-in Connection	EACH	5	\$ 7,500.00		1,500.00	
26	Cut and Cap	EACH	5	\$ 5,000.00		1,000.00	
27	Manholes, Type A, 4'-Diameter, Type 1 Frame, Open Lid	EACH	3	\$ 9,900.00		3,300.00	
28	Manholes, Type A, 4'-Diameter, Type 8 Grate	EACH	23	\$ 75,900.00		3,300.00	
29	Inlet, Type A, Type 8 Grate	EACH	25	\$ 50,000.00		2,000.00	
30	Structure to be Removed	EACH	5	\$ 3,000.00		600.00	
31	Structure to be Adjusted	EACH	10	\$ 6,000.00		600.00	
32	Storm Sewer Removal	FOOT	400	\$ 8,000.00		20.00	
33	HMA Driveway Removal & Replacement	SY	300	\$ 19,500.00		65.00	
34	PCC Driveway Removal & Replacement	SY	150	\$ 12,000.00		80.00	
35	PCC Sidewalk Remove and Replace	SF	50	\$ 1,000.00		20.00	
36	Restoration of Surfaces	LS	1	\$ 10,000.00		10,000.00	

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 Date March 11, 2024

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
	North 2nd Ave Storm Sewer & Watermain

[illegible]

By

Dated March 11, 2024



Chamlin & Associates

Project # 15477.00

Peru, Morris, Ottawa
Illinois

Total Value of Completed Work	\$	240,600.00
Deduct <u>10%</u> To Be Retained	\$	24,060.00
Balance on Completed Work	\$	216,540.00
Prev. Pay. Made to Contractor	\$	-
Net Amt. Due - This Estimate	\$	216,540.00

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 13, 2024

**RE: APPROVAL FOR CHAMLIN TO DESIGN AND RECEIVE BIDS FOR
REPAINTING OF THE NORTH WATER TOWER AND SANITARY
CLARIFIERS**

The Village Board had previously included the repainting of the North Water Tower within its current 5-year capital improvement plan (CIP), which is reviewed each year during the budget adoption process. In upcoming FY25, the repainting of the tower had been included and staff requested clarifiers at the sanitary treatment plant be repainted as well. In hopes of getting slightly more work done at one time, the attached professional services engagement package has been created allowing Chamlin to complete design and oversight of this project as soon as possible. This will allow the work to be completed in FY25 as planned, but receiving bids at this time will enable the winning company to schedule the project at some point within one year's time for completion.

This project was included within the capital improvements that were included within the operation water/sewer budget that began its review and was part of the discussion for which the FY25 rates are set to be adopted this evening's meeting as well. In addition, communication has been ongoing with the Coal City Unit District to ensure the lettering and design include the community's State Champion Team.

Recommendation:

Authorize Chamlin Engineering to complete design and oversight of the North Water Tower and Sanitary Clarifiers Repainting Project.

Clerk ☐
City Eng./Mgr. ☐
Chamlin Engineer ☐
PDF to Chamlin ☐
Acctg. ☐

AGREEMENT FOR ENGINEERING SERVICES

VILLAGE OF COAL CITY WATER TOWER AND CLARIFIER RE-COATING

This AGREEMENT, made this _____ day of _____, _____, by and between the Village of Coal City, hereinafter referred to as the OWNER, and Chamlin & Associates, Inc., hereinafter referred to as the ENGINEER:

The Owner intends to re-coat the exterior of the North Water Tower, including necessary vent repair, and to also include such work as necessary to provide and apply logos in accordance with the Village's desires. The Owner also intends to re-coat the metal rakes and other equipment in the Waste Water Treatment Plant's two final clarifiers.

This Engineering Services Agreement covers the design of the necessary plans, specifications, bidding documents and contract documents to describe the proposed improvements. Specifically, the scope of work for the design of this project includes review of the agreement with the OWNER, prepare plans and specifications, conduct periodic progress review meetings with the OWNER. Construction phase services such as bidding, contract award, contract administration, and inspection services are also included. All services will be performed on a time and materials, not-to-exceed basis.

The ENGINEER agrees to perform the various professional engineering services for the design and construction phases of said project in accordance with the provisions of this Agreement.

1. Payment

- a. The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER.
- b. Payments for ENGINEERING SERVICES are due and payable monthly upon submission of a detailed statement of charges.

2. Fees

- a. Compensation for ENGINEERING SERVICES for DESIGN PHASE shall be per time and materials method in accordance with the ENGINEER's current rate schedule. The not to exceed fee for the DESIGN PHASE is:

\$15,000.00 (including \$2,500.00 for graphic design of tower logos and color selections)

- b. Compensation for ENGINEERING SERVICES for CONSTRUCTION PHASE shall be per time and materials method in accordance with the ENGINEER's current rate schedule. The not to exceed fee for the CONSTRUCTION PHASE is:

\$10,000.00

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate on the respective dates indicated below:

Executed by the OWNER:

VILLAGE OF COAL CITY

ATTEST:

BY: _____
Alexis Stone, City Clerk

BY: _____
Matt Fritz, Village Administrator

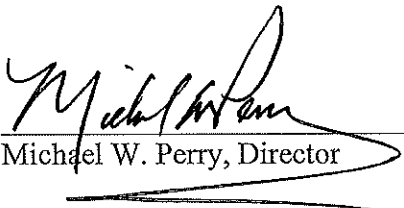
DATE: _____

DATE: _____

(SEAL)

Executed by the ENGINEER:

CHAMLIN & ASSOCIATES, INC.

BY: 
Michael W. Perry, Director

BY: 
Ryan E. Hansen, Director



Chamlin & Associates

HOURLY RATE SCHEDULE

March 27, 2023 thru March 31, 2024

Principal	\$ 170.00	/Hr.
Sr. Project Engineer II	\$ 165.00	/Hr.
Sr. Project Manager	\$ 165.00	/Hr.
Sr. Structural Engineer	\$ 165.00	/Hr.
Sr. Project Engineer I	\$ 159.00	/Hr.
Structural Engineer	\$ 156.00	/Hr.
Project Engineer	\$ 155.00	/Hr.
Professional Land Surveyor	\$ 128.00	/Hr.
Engineer	\$ 142.00	/Hr.
Project Manager	\$ 128.00	/Hr.
Engineer (EIT)	\$ 120.00	/Hr.
Designer	\$ 112.00	/Hr.
Inspector I	\$ 108.00	/Hr.
Inspector II	\$ 112.00	/Hr.
GIS Coordinator	\$ 102.00	/Hr.
Chief Engineering Aide	\$ 130.00	/Hr.
Sr. Engineering Aide	\$ 102.00	/Hr.
Engineering Aide	\$ 93.00	/Hr.
Draftsman	\$ 83.00	/Hr.
Sr. Party Chief	\$ 120.00	/Hr.
Party Chief	\$ 102.00	/Hr.
Instrument Operator	\$ 94.00	/Hr.
Rodman	\$ 63.00	/Hr.
Admin. Support Staff	\$ 46.00	/Hr.
Vehicle	\$ 12.00	/Hr.
Total Station	\$ 13.00	/Hr.
Survey Equipment	\$ 33.00	/Hr.
Inspection Vehicle	\$ 9.00	/Hr.
Mileage	State Rate	/Mi.
Computer & Plotter	\$ 18.00	/Hr.
UTV Rental	\$ 350.00	/Day
Drone Usage Fee	\$ 110.00	Flat Rate
Drone Roof Survey (Including Usage Fee)	\$ 150.00	Flat Rate
Drone Ground Control (Including Usage Fee)	\$ 155.00	Flat Rate

The hourly rates itemized above shall be effective the date the parties, upon entering an agreement, have affixed their signatures and shall remain in effect until March 31, 2024. In the event that services of the engineer extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.