

**COAL CITY**  
**VILLAGE BOARD MEETING**  
**Wednesday, June 12, 2024**  
**7:00 P.M.**

**AGENDA**

1. Call meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes                      Regular Meeting 05/22/24
4. Approval of Warrant List
5. Public Comment
6. Coal City Police Department Awards
7. Ordinance 24-13                              Variance to Allow Carport  
    895 Pheasant Lane
8. Approval to Allow Sweet Treats & Tasty Eats Sell Goods On Village Property
9. Approval of Block Party and Road Closure – Coaler to Elizabeth
10. Approval of Distribution #5 – Water Treatment Expansion Project

11. Approval of Distribution #6 – Water Treatment Expansion Project
12. Authorize Mayor to sign onto contract for Fall Fest Band “SnapShot”
13. Approval of Estimate for Stewart Spreading, Inc. Sludge Removal
14. Approval of Estimate for Meeting Room Dais from Mueller Custom Cabinetry
15. Report of Mayor
16. Report of Trustees
  - B. Mincey
  - S. Beach
  - T. Bradley
  - P. Noffsinger
  - D. Greggain
  - D. Togliatti
17. Report of Village Clerk
18. Report of Village Attorney
19. Report of Village Engineer
20. Report of Chief of Police
21. Report of Village Administrator
22. Adjourn

**MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** June 12, 2024

**RE: VARIANCE FOR SIDE YARD SETBACK & TOTAL ACCESSORY  
STRUCTURE SQUARE FOOTAGE AT 895 PHEASANT**

Homeowners, Debra and Ricardo Ortiz, would like to install a carport within the rear yard near the northerly boundary of their residence. This would be a properly installed permanent carport for storage of the RV, but the petitioner would like to place it 5' from the boundary within the interior side yard versus the 8' that is required. Existing landscaping would need to be removed and the ease of backing an RV into the new improvement would be impaired if the carport was located 3' farther south than what is currently planned. In addition, the concrete pad with car port awning will be 450 square feet, which exceeds the allowable maximum of 300 square feet by 150 square feet.

The public hearing took place without any objections to the request and no one aside from the petitioner appeared at the public hearing. The Zoning Board of Appeals recommended a positive adoption of the request to the Village Board.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_\_ : Granting a Variance to the Side Yard Setback at 895 Pheasant for the Construction of a Permanent Carport Improvement.

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**THE VILLAGE OF COAL CITY**  
GRUNDY & WILL COUNTIES, ILLINOIS

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE FOR A  
PERMANENT CARPORT WITHIN THE REAR YARD OF  
895 PHEASANT IN THE VILLAGE OF COAL CITY**

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DAVID SPESIA, President  
ALEXIS STONE, Village Clerk

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

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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 VARIANCES TO THE ZONING CODE FOR A  
PERMANENT CARPORT WITHIN THE REAR YARD OF  
895 PHEASANT IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Sections 156.161 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Debra and Ricardo Ortiz (“applicant”) on May 9, 2024 to construct a permanent carport within their rear yard; and

**WHEREAS**, Section 156.161 requires adherence to the standards provided within Table 15 including a minimum interior side yard setback of 8’; and

**WHEREAS**, Section 156.161 requires adherence to the standards provided within Table 15 including maximum square footage for accessory structure set at 300 square feet; and

**WHEREAS**, a public hearing was noticed and duly held on June 3, 2024; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on June 3, 2024, and considered passage of the variance request to the Board of Trustees; and

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

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

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

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

**Section 2.** Findings of Fact. The Board of Trustees finds as follows concerning the Variance for 895 Pheasant:

- A. **Special Circumstances Not Found Elsewhere.** The rear yard of the applicant’s residence possesses special circumstance due to the physical character of the land.
- B. **Unnecessary Hardship.** The interior side yard is minimal in character, which does not provide much storage capacity adjacent to the rear yard.
- C. **Consistent with the Rights Conferred by the District.** The requested variances shall allow the property to remain consistent to the comprehensive plan and allow the petitioner to enjoy a substantial right possessed by other properties within the adjacent neighborhood.

- D. **Necessary for Use of the Property.** This ordinance shall allow the construction of a permanent carport to allow for storage of a recreational vehicle within the rear yard permitting utilization of the property in a manner equivalent to other property owners within the adjacent neighborhood.
- E. **Minimum Variance Recommended.** The petitioner shall not require any variances regarding the structure, only the capability to reduce the setback from the northerly boundary of the property for the placement of this improvement.

**Section 3.** Description of the Property. The property is located at 895 Pheasant in the Village of Coal City and is currently zoned RS-2.

**Section 4.** Public Hearing. A public hearing was advertised on May 15, 2024 in the Coal City Courant and held by the Planning and Zoning Board on June 3, 2024, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

**Section 5.** Variations. The variances from Section 156.161 requested in the May 9, 2024 Variance Application to the Zoning Code are granted to allow:

- A. A variance of 3' regarding the interior sideyard setback requirement of 10% (which would be 8') shall result in the permanent carport being located 5' from the northerly boundary of the residence.
- B. A variance of 150 square feet regarding the maximum square footage allowance for an accessory structure (which 300 square feet) shall result in the permanent carport being constructed with a total square footage of 450 square feet.

**Section 6.** Conditions. The variance granted herein is contingent and subject to be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

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

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

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

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
David A. Spesia, President

Attest:

\_\_\_\_\_  
Alexis Stone, Clerk

**MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** June 12, 2024

**RE: CAMPBELL PARK CONCESSION STAND LICENSE FOR UTILIZATION**

Catherin Burson, who is a local small business owner who has been looking for the best location to start her “Sweet Treats and Tasty Eats” business, would like to utilize the concession stand on weekends to start her startup until she can find a permanent business residence within Coal City. Previously, the village has adopted the itinerant vendor requirements that has allowed BBQ & Baker to operate a food truck on village property with a proper background check and annual payment for a license. At this point, Cathy has been looking for a startup opportunity and we arrived at the concession stand because that has been considered on a few occasions in the past for business startups and other opportunities.

The attached licensing agreement will allow her to utilize the concession stand on the weekends and provide her with a base from which she can try her business concept through the fall as she attempts to locate other properties to open her business. *Since she already paid the annual \$300 itinerant vendor license, I would ask the Board waive the collection of the \$100 license fee for utilization of this space.*

**Recommendation:**

Adopt the Campbell Park Concession Stand Agreement allowing Sweet Treats and Tasty Eats to begin operating from Campbell Park for the remainder of the year.



## CAMPBELL PARK CONCESSIONS LICENSE AGREEMENT

**THIS CAMPBELL PARK CONCESSIONS LICENSE AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of June, 2024 by and between the Village of Coal City, an Illinois municipal corporation (“*Village*”), and Sweet Treats and Tasty Eats LLC, an Illinois limited liability corporation with its principal address at 2045 W. Grand Avenue, STE B # 419020, Chicago, Illinois 60612 (“*Vendor*”). Village and Vendor may be referred to individually as “*Party*” and collectively as “*Parties*.”

### **RECITALS**

- A. The Village is the owner of Campbell Memorial Park, 580 S. Broadway Street, Coal City, Illinois 60416 and owns a food and beverage stand facility located therein in the location depicted in Exhibit A (“*Facility*”), attached hereto and made a part hereof.
- B. Vendor proposes to sell non-alcoholic food and beverage products to the general public from the Facility as provided herein;
- C. The Village finds that it is in the best interests of the Parties to provide this additional amenity for its residents and desires to allow Vendor to sell food and non-alcoholic beverage products at the Facility, and Vendor desires to perform the Concessions Services at the Facility, pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Village and the Vendor agree as follows:

- 1. **Recitals**: The foregoing recitals are incorporated herein as substantive provisions of this Agreement.
- 2. **Term of Agreement**: This Agreement shall commence on June 14, 2024 (“*Effective Date*”) and shall terminate on November 25, 2024 (“*Termination Date*”), hereinafter referred to as the “*Term*,” unless sooner terminated pursuant to this Agreement.
- 3. **License**: In exchange for the Vendor paying the Village a one-time lump sum of one hundred dollars (\$100.00), the Village hereby grants the Vendor a non-exclusive license to access and use the Facility to sell and store food and non-alcoholic beverage products (“*Concessions*”) and associated equipment for the Term of this Agreement.
- 4. **Days and Hours of Operation**: During the Term of the Agreement, the Vendor shall have exclusive use of the Facility for the sale of Concessions to the general public on Saturdays and/or Sundays from 7:00am until 8:00pm.
- 5. **Restrictions on Operations**: Vendor shall refrain and is expressly prohibited from selling any alcoholic beverages from the Facility. Vendor shall sell all foods, drinks, beverages, confections, and refreshments that are of first quality and conforming in all respects with

federal, State, county, and Village laws, ordinances, and regulations regarding the storage, handling, safety and sales of food and beverages to the public. Vendor is responsible for purchasing and providing the necessary and sufficient food, beverage, and other items sold and served by the Vendor as part of the Concessions Services and all associated equipment. Prior to commencing Concession Services at the Facility, the Vendor must register with the Village and agree to timely file all ST-1 sales tax forms to the Illinois Department of Revenue and identify the Village of Coal City as the point of sale for all sales made from the licensed premises. Vendor shall timely remit all sales taxes collected from the Concession Services at the Facility in accordance with law.

6. **Termination:**

(A) Termination for Convenience: Either Party may terminate this Agreement, for convenience, upon providing at least thirty (30) days prior written notice to the non-terminating Party.

(B) Termination for Cause: Either Party may terminate this Agreement, for cause, upon providing at least three (3) days prior written notice to the other Party. For purposes of this Agreement, "cause" is defined as a violation or breach by either Party of any material term, condition or provision of this Agreement. Upon receipt of such notice, the Party receiving the notice shall have a reasonable opportunity to cure the alleged breach, not less than three (3) calendar days from receipt of the notice to cure such violation or breach or as otherwise agreed by the Parties.

(C) Vendor's Obligations Upon Termination: Upon expiration or termination of this Agreement, Vendor shall immediately cease Concessions Services at the Facility and peacefully surrender the Facility to the Village in the same condition as the Facility was in as of the Effective Date, normal wear and tear excepted. Upon the expiration or termination of this Agreement, the Village, may, without further notice, enter on and reenter the Facility and possess and repossess itself thereof by force, summary proceedings, ejectment, or otherwise and may dispossess Vendor and remove Vendor and all other persons and property from the Facility and may have, hold and enjoy the Facility and the right to receive all income therefrom. Any and all improvements made to the Facility by the Vendor during the Term of the Agreement shall be surrendered to the Village, and the Village shall retain possession and ownership thereof.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OR NON-PERFORMANCE HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS AND LOSS OF GOODWILL) EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Indemnification:**

Vendor shall defend, indemnify and hold Village, and its elected or appointed officials, officers, directors, employees, agents, and representatives (“Village Related Parties”) harmless of and from all liability, loss, damage, cost, or expense (including, without limitation, reasonable attorneys’ fees and expenses) caused in whole or in part by the negligent acts or omissions of Vendor (or its officers, directors, agents, employees, representatives, contractors and others for whom Vendor is responsible), any breach by Vendor of any of Vendor’s covenants, representations, and warranties contained in this Agreement, or any other damages related to Vendor’s occupancy of, presence on, management or use of the Facility or any structures thereon, including any labor or employment condition or situation related to employees hired by Vendor (except to the extent legal fees and expenses, damages and other costs in connection with such labor or employment condition to the fullest extent permitted by law, except to the extent such acts or omissions were explicitly directed or approved by the Village, or such liabilities were caused by Village’s willful or criminal misconduct, negligence or fraud. Vendor’s duty to defend, indemnify, and hold harmless Village and the Village Related Parties shall survive the expiration or termination of this Agreement.

9. **Insurance:** During the Term, Vendor agrees to secure and maintain insurance as set forth below:

- (A) Commercial General Liability and/or Umbrella/Excess Liability Insurance providing coverage for bodily injury and property damage arising in connection with the operation of the Facility and including coverage for contractual liability providing limits of not less than:

Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence

Personal Injury and Advertising Liability: \$1,000,000 per person or per organization

General Policy Aggregate: \$1,000,000

Products Liability/Completed Operations Aggregate: \$1,000,000

Special Note: the limits of liability specified above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

Additional Insured Status. All liability insurance coverage maintained by Vendor hereunder shall name the Village as additional insured on a primary and non-contributory basis to the extent of the Village’s respective indemnification obligations under this Agreement and shall be maintained with insurance companies rated at least A- by Best Key Rating Guide and shall be licensed to do business in Illinois. The Vendor shall deliver to the Village certificates of such insurance evidencing the required policies and additional insured status. The Vendor shall not use the Facility in any way, or permit upon the Facility anything, that will invalidate any policy of insurance now or hereafter carried on the Facility or any building or structure thereon.

11. **Independent Contractor Status:** The Village and the Vendor are independent parties, and nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Village and Vendor. As an independent contractor, Vendor shall have exclusive control of its time (subject to the terms of this Agreement) and shall be responsible for the direct supervision of all of its employees, agents, or subcontractors. Vendor shall provide all workers' compensation and unemployment insurance, social security and other benefits for its employees as required by law. Except as otherwise expressly provided in this Agreement, neither Party shall become bound, with respect to third parties, by any representation, act or omission of the other Party.
12. **Compliance with Laws:** Vendor agrees to fully comply with all applicable Federal, State, county, and Village laws, rules and regulations applicable to the operation and use of the Facility, including but not limited to all applicable codes, laws, ordinances, and regulations concerning health and sanitation (food and sanitation certificate holder), age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. Vendor shall be responsible for all sales and real estate taxes arising as a result of any of Vendor activities pursuant to this Agreement. Vendor shall, at its sole cost and obligation, be responsible for obtaining all permits required to operate the Facility. Vendor shall be responsible for giving notice to the Village of all inspection results from any governmental agency responsible for public welfare.
13. **Facility Conditions, Cleanliness and Sanitation:** Vendor agrees to maintain the Facility, including but not limited to the concession stands, food carts and related areas, in a clean, neat and orderly condition at all times. Vendor shall make no modifications to any of the Facility without the prior written approval of the Village. Immediately upon termination of this Agreement for any reason, Vendor shall return the Facility and any equipment contained therein to the Village in the same condition as received, ordinary wear and tear and/or Village-authorized improvements excepted.
14. **Equipment:** The Vendor agrees that it: a) has examined the Facility prior to executing this Agreement and finds the Facility to be satisfactory; b) acknowledges that no representation as to the condition or repair of the Facility has been made by the Village, other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the Facility has been made by Village.

Vendor shall maintain the equipment, fixtures, machinery and any other personal property located on, in, or around the Facility in a clean, orderly, sanitary, pest free and safe condition. The Village shall maintain and repair all structural and mechanical components of the Facility. The Vendor may make recommendations to the Village to enter into leases or other agreements with vendors to install or use standard equipment in the Facility, including equipment such as pretzel warmers, drink stations, ice cream freezer, etc. At the termination of this Agreement for any reason, this equipment shall be retained by the Village. Except as provided immediately above, title to all equipment provided by Vendor, except fixed equipment belonging to the Village and listed on the schedule of fixed equipment, shall remain in the possession of Vendor and shall be removed by Vendor upon termination of this Agreement.

15. **Trash and Utilities:**

A. **Trash:** Vendor shall be responsible for the disposal of trash generated by its operation on the and at the Facility, in accordance with all ordinances, laws, rules or regulations enacted by the Village or any governmental body or agency related to the disposal of trash and refuse. The Village will contract and/or perform the off-site disposal of refuse generated by Vendor.

B. **Utilities:** Vendor shall be responsible for the costs of utilities at the Facility during the Term of the Agreement, including, but not limited to all electric, gas, and water costs, and any other private utility charges incurred in connection with the operation of the Concessions Services.

16. **Waiver:** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing and signed by both Parties.

17. **Severability:** If any term, provision, or part of this Agreement is deemed invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain fully binding, valid, and enforceable, to the maximum extent permitted by law.

18. **Authorized Signatures/ Effectiveness:** The persons executing this Agreement represent that they have the legal authority and power, in their respective capacities, to bind Vendor and the Village, and this Agreement shall not be effective until fully executed and delivered to all Parties.

19. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the Parties and supersedes all previous promises, negotiations, or agreements, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all Parties.

20. **Notices:** All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the Parties at the respective addresses set forth below or at such other address(es) as the parties may formally designate, in writing, from time to time.

**Village**

Village of Coal City  
Attn: Matthew T. Fritz, Village Administrator  
515 S Broadway Street  
Coal City, Illinois 60416

**Vendor**

Sweet Treats and Tasty Eats LLC  
Attn: Catherine Burson  
2045 W Grand Avenue, Suite B #419020  
Chicago, Illinois 60612

**With a copy to:**

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

21. **Assignment:** This Agreement, or any term, condition or obligation hereunder, may be assigned without the express written consent of the non-assigning Party.
22. **Time of the Essence:** Time is of the essence for all matters concerning this Agreement.
23. **Non-Discrimination:** In connection with performance of this Agreement, Vendor agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship. Vendor further agrees to take affirmative steps to ensure Equal Employment Opportunities. Vendor agrees to post in conspicuous places, available for applicants for employment, notices setting forth the provisions of this paragraph.
24. **Jurisdiction:** This Agreement shall be governed by laws of the State of Illinois. Venue for all actions hereunder shall be Circuit Court of Grundy County, Illinois. Any and all actions brought on behalf of Vendor under this agreement or the license granted hereunder must be commenced within one year of conduct or actions giving rise to the action.
25. **Headings:** Paragraph headings contained in this Agreement are inserted solely as reference aids for the convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions or any other aspect of this Agreement.
26. **Freedom of Information Act:** Vendor agrees to maintain all records and documents related to this Agreement pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* Upon the Village's request, the Vendor shall produce records which are responsive to a request received by the Village under FOIA that the Village may timely disclose the records within the required time frames. If additional time is necessary to compile records in response to a request, then Vendor shall immediately notify the Village, which in turn will request an extension to comply with FOIA. In the event that the Village is found to have not complied with the FOIA due to Vendor failure to produce documents or otherwise appropriately respond to a request under FOIA, then Vendor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

*SIGNATURE PAGE TO FOLLOW*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized signatories.

**VILLAGE OF COAL CITY**

**SWEET TREATS AND TASTY EATS**

By: \_\_\_\_\_

By: \_\_\_\_\_

David A. Spesia,  
Village President

Catherine Burson,  
Manager

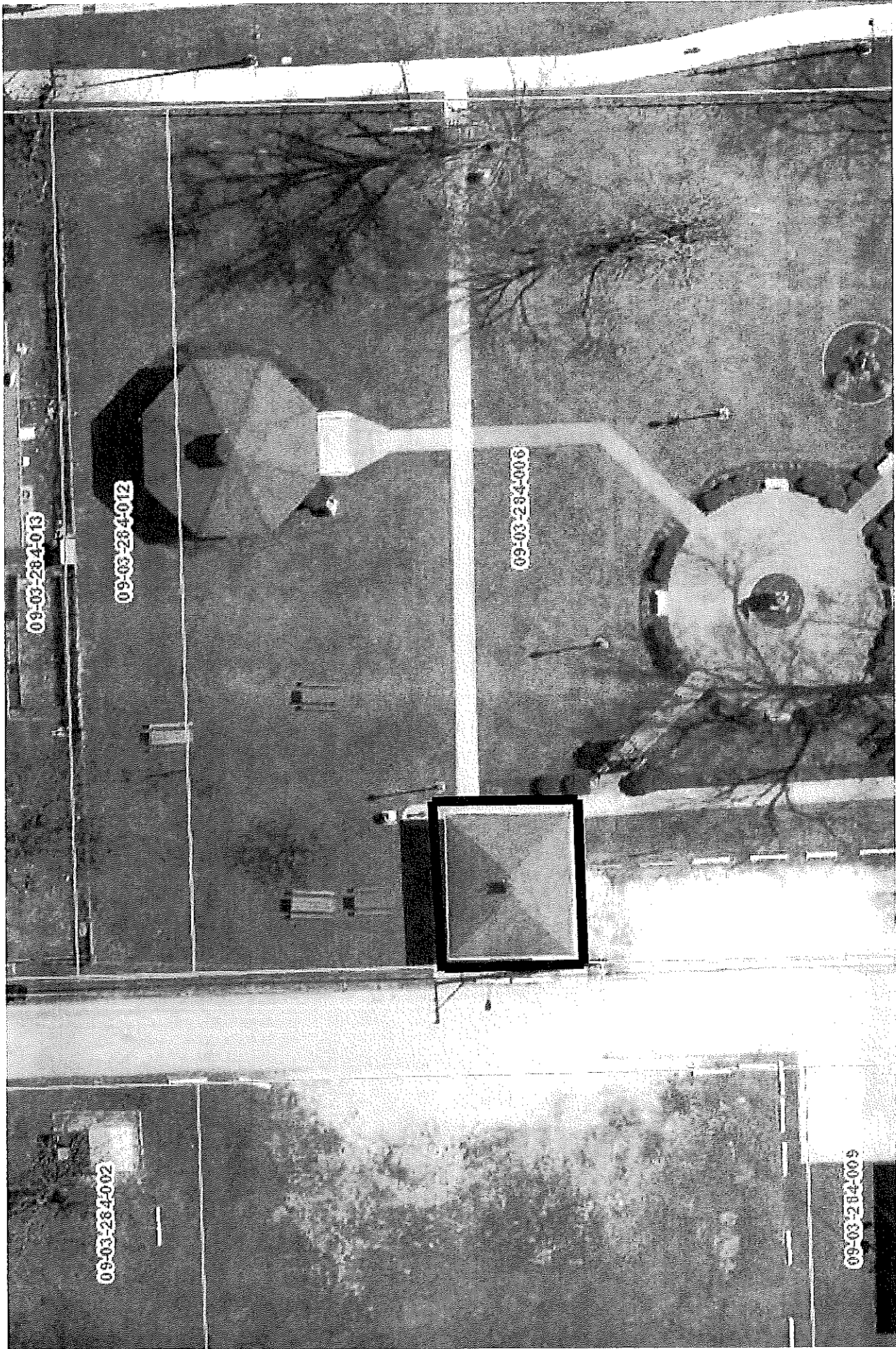
ATTEST:

By: \_\_\_\_\_

Alexis Stone,  
Village Clerk

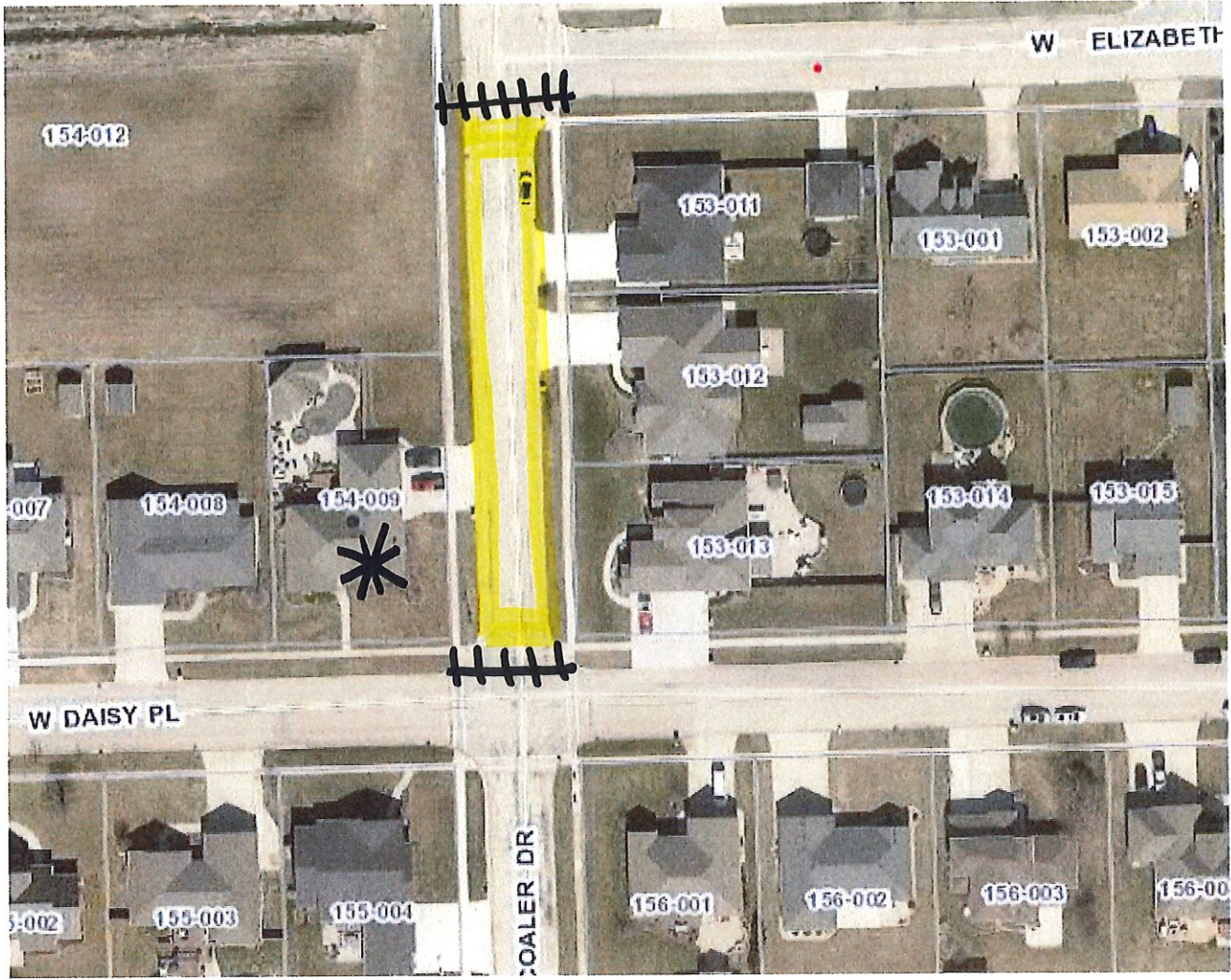
# Campbell Park Concession Stand

## EXHIBIT A: Depiction of Facility









**MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** June 12, 2024

**RE: PAYMENT FOR THE WATER TREATMENT EXPANSION PROJECT**

The IEPA has approved \$6,954,363.52 for total expenditure on the current water treatment expansion project (with \$1,250,000 of that total to be forgiven). In order to keep the Board apprised of payment status on the project, IEPA Loan Disbursements will be reviewed from time to time. This evening, Disbursement #5 has been included. Due to the State of Illinois fiscal year shutdown, this evening's action ratifies the approval that was provided in order to get contractors paid earlier this month. The initial four disbursements did not include D Construction; this is the first disbursement to include a payments for D for their work as well.

<i>Category</i>	<i>Vendor</i>	<i>Amount</i>	<i>Total Allotted</i>	<i>% disbursed</i>
Design Engineerg.	C City Reimb. Chamlin	\$308,020 20,000	\$328,020	100 %
Project Construction	Midwest Well D Constr.	503,696 <u>483,931</u>	696,253 <u>5,339,710</u>	72 9
Total Project of \$6,954,364		\$1,315,647 18.9%	\$6,363,983 91.5%	21 %
Total of Previous Disbursements		<u>\$831,716</u>		
Disbursement #5 Payment		\$483,931		

Portions of the new water treatment expansion area are now evident on the north side of the water treatment plant. Midwest Well has parts on order for the completion of Well #7; their conclusion will result with this well producing more volume than projected with the originally planned equipment. Due to this project being funded with federal funds redistributed through the IEPA, stainless American made steel is a requirement, which possesses a longer lead time.

**Recommendation:**

Ratify the next payment of \$483,931.71 made to D Construction with IEPA construction proceeds for completion of 18.9% of the total water treatment expansion project.



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Illinois Water Revolving Loan Fund Request for Loan Disbursement

Loan Recipient: Village of Coal City

Loan #: L17-3512

Service Dates for this Request: From: 3/4/2024

Request #: 5

To: 3/27/2024

Date: 5/28/2024

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

Please complete, print, sign, scan, and email to [EPA.LoanMgmt@Illinois.gov](mailto:EPA.LoanMgmt@Illinois.gov)

	Eligible Budget (per loan agreement +/- IEPA approved change orders)	Total Cumulative Costs Incurred to Date	Total Cumulative <b>Eligible</b> Costs Incurred to Date
Legal/Administrative	\$25,000.00		
Design Engineering	\$328,020.00	\$346,924.00	\$328,020.00
Construction Engineering	\$382,690.00		
Construction ( <b>before retainage</b> ) - List each contractor separately			
Midwest Well Service Inc.	\$696,253.00	\$559,662.18	\$559,662.18
Gene Wren Construction, LLC	\$182,690.52		
D Construction	\$5,339,710.00	\$537,701.90	\$537,701.90
Other:			
<b>TOTAL COSTS TO DATE</b>		<b>\$1,444,288.08</b>	<b>\$1,425,384.08</b>
<b>Less Retainage</b> - List each contractor separately			
Midwest Well Service Inc.		\$55,966.22	\$55,966.22
Gene Wren Construction, LLC			
D Construction		\$53,770.19	\$53,770.19
<b>Less Paid with Other Funding Sources</b>			
<b>Less Total Interest Earned</b> on Invested Funds			
<b>Less Total Disbursements to Date</b>			<b>\$831,715.96</b>
<b>Less Rounding adjustment for bonds</b> (if necessary)			
<b>NET DISBURSEMENT REQUESTED</b>			<b>\$483,931.71</b>

### FOR AGENCY USE ONLY

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** June 12, 2024

**RE: PAYMENT #6 FOR THE WATER TREATMENT EXPANSION PROJECT**

The IEPA has approved \$6,954,363.52 for total expenditure on the current water treatment expansion project (with \$1,250,000 of that total to be forgiven). In order to keep the Board apprised of payment status on the project, IEPA Loan Disbursements will be reviewed from time to time. This evening, Disbursement #6 has been included. Due to the State of Illinois fiscal year shutdown, this evening's action ratifies the approval that was provided in order to get contractors paid earlier this month.

<i>Category</i>	<i>Vendor</i>	<i>Amount</i>	<i>Total Allotted</i>	<i>% disbursed</i>
Design Engineerg.	C City Reimb. Chamlin	\$308,020 20,000	\$328,020	100 %
Construction Enginrg.	Chamlin	\$87,375	\$382,690	23
Project Construction	Midwest Well D Constr.	545,828 <u>661,550</u>	696,253 <u>5,339,710</u>	78 12
Total Project of \$6,954,364		\$1,622,773 23.3%	\$6,746,673 97.0%	24 %
Total of Previous Disbursements		<u>\$1,315,647</u>		
Disbursement #5 Payment		\$307,126		

**Recommendation:**

Ratify the next payment of \$307,123.90 made to contractors D Construction, Midwest Well and Chamlin Engineering with IEPA construction proceeds for completion of 23.3% of the total water treatment expansion project.



# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Illinois Water Revolving Loan Fund Request for Loan Disbursement

Loan Recipient: Village of Coal City  
Service Dates for this Request: From: 3/15/2024  
To: 5/20/2024

Loan #: L17-3512  
Request #: 6  
Date: 5/31/2024

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

Please complete, print, sign, scan, and email to [EPA.LoanMgmt@illinois.gov](mailto:EPA.LoanMgmt@illinois.gov)

	Eligible Budget (per loan agreement +/- IEPA approved change orders)	Total Cumulative Costs Incurred to Date	Total Cumulative <b>Eligible</b> Costs Incurred to Date
Legal/Administrative	\$25,000.00		
Design Engineering	\$328,020.00	\$346,924.00	\$328,020.00
Construction Engineering	\$382,690.00	\$87,374.50	\$87,374.50
Construction (before retainage) - List each contractor separately			
Midwest Well Service Inc.	\$696,253.00	\$606,475.18	\$606,475.18
Gene Wren Construction, LLC	\$182,690.52		
D Construction	\$5,339,710.00	\$735,054.90	\$735,054.90
Other: _____			
<b>TOTAL COSTS TO DATE</b>		\$1,775,828.58	\$1,756,924.58
Less Retainage - List each contractor separately			
Midwest Well Service Inc.		\$60,647.52	\$60,647.52
Gene Wren Construction, LLC			
D Construction		\$73,505.49	\$73,505.49
Less Paid with Other Funding Sources			
Less Total Interest Earned on Invested Funds			
Less Total Disbursements to Date			\$1,315,647.67
Less Rounding adjustment for bonds (if necessary)			
<b>NET DISBURSEMENT REQUESTED</b>			\$307,123.90

### FOR AGENCY USE ONLY

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** June 12, 2024

**RE: SLUDGE REMOVAL VENDOR APPROVAL**

The Village budgets money each year within the utility budget to dispose of sludge created within the sanitary treatment process. However, due to the total quantity produced, it is more efficient to have a contractor properly dispose of the product every other year. Within this area of expertise, due to the requirements regarding the transportation and disposal of this material, there are only two qualified vendors to complete this process. Regularly, attempts are made to secure bids from each, but Coal City has always selected the lowest cost bid for the service resulting in it becoming more difficult to acquire multiple bids for this service.

Between the operators and Darrell Olson, the Public Works Director, we are attempting to get some additional bid information, but it is necessary to get scheduled with our traditional hauler as soon as possible to get this task completed yet this hauling season. Should some additional information become available, another bid will be provided; otherwise, staff has been satisfied with the past completion by Stewart Spreading to complete this task and endorse the selection of them to complete this again this year. The total budgeted amount for this service is \$125,000 this year. That amount will be the total amount expended in order to remove sludge from our facility.

**Recommendation:**

Authorize Stewart Spreading to Remove the Sludge at a rate of \$0.125/gallon as well as a mobilization charge of \$7,500 for a total estimated expenditure of \$125,000.



December 14, 2023

Mr. Tyler Valiente  
Village of Coal City  
830 N. Broadway  
Coal City, Illinois 60416

**RE: Village of Coal City, IL. Proposal for dewatering of biosolids and transportation of biosolids to the Prairieview Landfill**

Dear Mr. Valiente,

Stewart Spreading, Inc. is pleased to provide a proposal for the dewatering of high radium biosolids and transportation to the Prairie view landfill. We are committed to providing our clients with excellent service for all of their residuals needs. Current insurance certificates for commercial and environmental liability will be submitted prior to commencement of work. Additional references and documentation regarding our equipment line and certifications from ICC, USDOT and Illinois EPA can also be provided upon request.

We appreciate the opportunity to submit our proposal for your project. If you would like to visit our shop or a job site to meet our staff and view our equipment first hand, please let me know. We would love to have you. Should you have any questions regarding our submittal, please contact me at (815) 695-5667 office or on my cell phone at 630-768-3085.

Sincerely,

A handwritten signature in black ink that reads "Greg Halmagyi".

Greg Halmagyi  
Business Development Manager





### **Biosolids Management Program**

Stewart Spreading, Inc. will provide all labor and equipment necessary for dewatering, loading, transportation of dewatered biosolids to the Prairie view landfill. Stewart Spreading will provide the belt press flow meter sheet for billing purposes.

Stewart Spreading, Inc. will have resources mobilized and ready to perform work for the Village of Coal City to dewater approximately a minimum of 600,000 gallons of liquid biosolids.

Our prices encompass complete Liquid Biosolids Management services, including:

- Safety conscious dewatering and loading at the plant;
- Track gallons dewatered with the belt press flow meter for invoicing purposes;
- Transportation of dewatered biosolids to land fill;
- Providing operating reports for the Village's record keeping;
- Complying with Illinois and Federal biosolids usage regulations & reporting requirements;
- Complying with all IEPA and IEMA requirements listed on the land application permit for Village of Coal City, IL;
- Insurance naming the Village of Coal City as additional insured throughout the lifetime of the contract:

All biosolids will be transported using USDOT approved trucks and trailers specifically equipped to haul biosolids. The material will be legally disposed of in the Prairie view landfill.

Stewart Spreading management team has an average of 20-years' experience in the environmental and residuals management industry. Stewart Spreading, Inc. performs all transportation, land application, agronomy, IEPA and IEMA reporting. Our professional service provides our clients with the assurance that Stewart Spreading will consider the job completed when our client is satisfied and has all of the information they need.



**The Village of Coal City will be responsible for:**

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

**Stewart Spreading, Inc. will be responsible for:**

- Mobilization of personnel and equipment to and from the plant and landfill for safety conscious operations;
- Lagoon mixing of lagoon contents into a slurry with a Lagoon Crawler;
- Dewatering of liquid biosolids;
- Providing watertight dump trailers and professionally trained personnel for transportation of dewatered biosolids to the landfill;
- Performing all IEPA and IEMA reporting;
- Producing monthly operating reports to the Village of Coal City, IL. for IEPA and IEMA reporting requirements.

**Price Proposal for Dewatering with transportation to the Prairie View Landfill**

- Complete dewatering program of liquid biosolids including, loading, transportation and landfill disposal with all monitoring and reporting;
- \$0.125 PER GALLON DEWATERED AND TRANSPORTED TO LANDFILL, (TWELVE POINT FIVE CENTS PER GALLON);
- Mobilization \$7,500.00;
- Rate is based on paying prevailing wages, a minimum volume of 600,000 gallons to be dewatered and invoiced, the Prairie View Landfill Receiving a minimum of 100 tons per day and the work being performed during the summer 2024;
- Invoicing will be based on the belt press flow meter report which shows the volume (gallons) removed / dewatered for invoicing purposes.

Approved by,  
Village of Coal City, IL.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Stewart Spreading, Inc.

By: Greg Adamaghi

Title: Business Development Manager

Date: December 14, 2023



**MEMO**

**TO:** Mayor Spesia and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** June 12, 2024

**RE: CONFERENCE ROOM DIAS REPLACEMENT**

This year's budget included dedicated funding for upgrades within the Conference Room to include a replacement of the current dias behind which the Board sits at each of its Regular Meetings. As is evident by the current materials, this investment is long overdue and local contractor Mueller Custom Cabinetry has provided an estimate of \$24,600 to complete this task with Walnut finish on the exterior (and front) of the bench. Linda Sula has researched what other municipalities have spent on these items and this cost is very reasonable in comparison.

Dan Mueller has gone through some different proposals to come up with the correct size and configuration for this effort. This custom work is transferrable should the village hall be rehabilitated or reconstructed in the next decade should the village board wish to continue to utilize this newly created and acquired bench within renovated facilities. Please note, to accommodate these materials, the room will change configuration with the board's backs to the east wall instead of the south wall (plan included).

**Recommendation:**

Authorize Muller Custom Cabinetry to proceed with a new dias design and construction for the estimated amount of \$24,600.



Mazon, IL  
Phone: 815-448-5448  
Fax: 815-448-2167

muellercustomcabinetry.com

May 17, 2024

Village of Coal City

Preliminary estimate for new board room "bench". As per the sketches I provided by Mueller Custom Cabinetry. Seating for up to 14. There are a lot of actual details to work out but we should be pretty good on the basics. I've estimated it to be in 3 different woods. Walnut seems to be the wood of choice for these things, but that doesn't mean that we have to follow the old trends, so I also priced it in Maple or Knotty Alder just for reference and cost reduction. I am planning on laminate countertops for the main desk tops with plastic grommets to allow cords to pass through to the bottom. When the new building is constructed, and these become a permanent fixture, they can be swapped for quartz or something else at that time (nobody wants to move these things around with quartz countertops on them.) The upper ledge in the front to be a hardwood shelf to hold name placards and offer a bit of privacy from the public. This can also be made taller (up to 4')

This is for the most recent layout dated 4-12-24 where we made each unit 72" on the long side, and changed the angles to make the 7 units form a full semi-circle

Estimated total including setup:

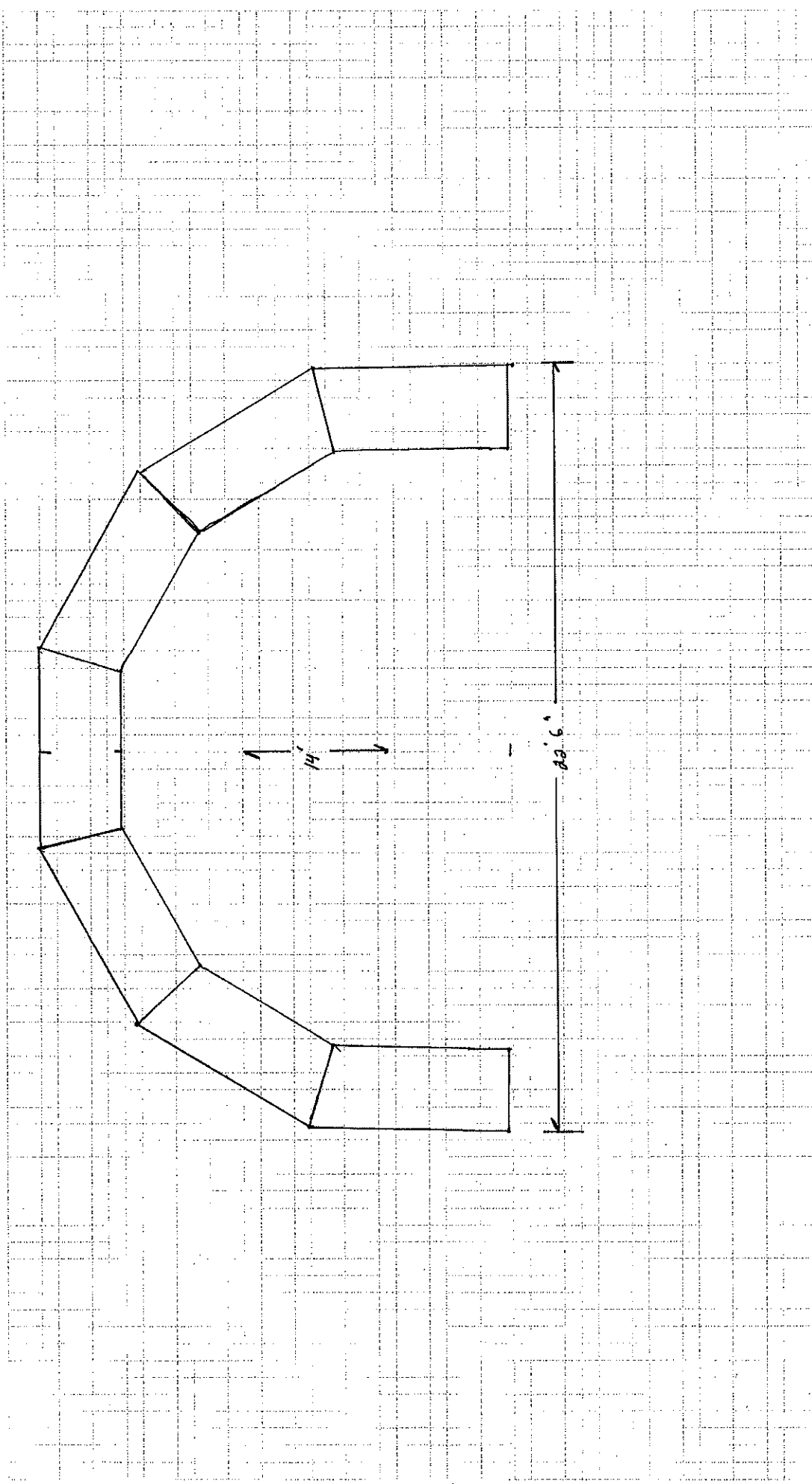
Knotty alder or Maple: \$21,600.00

Walnut: \$24,600.00

Please feel free to reach out with any questions.

Dan Mueller

815-791-7779 (cell)



	DATE <u>4-12-24</u>	WOOD SPECIES _____	COUNTERTOP LAM. _____	HINGE _____	SPECIALTY HARDWARE OR NOTES _____
	JOB NAME <u>1000</u>	DOOR STYLE _____	COUNTERTOP EDGE _____	TOP TRIM _____	
	ADDRESS _____	DOOR EDGE _____	DOOR HARDWARE _____	MISC. TRIM _____	
		STAIN COLOR _____	DRAWER HARDWARE _____		



















To:

HONORABLE MAYOR SPESIA  
THE VILLAGE BOARD

I wish to convey to you, Mayor Spesia and to the members of the Village Board, my deep appreciation for the honor you bestowed on me for my 100<sup>th</sup> birthday and for all the kind words. The proclamation was totally unexpected and a bit overwhelming. While I don't feel worthy of that special recognition, I accept it with humble gratitude.

Sincerely,  
Lucille DeJulie