

COAL CITY
VILLAGE BOARD MEETING
Wednesday, July 24, 2024
7:00 P.M.

AGENDA

1. Call meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes Regular Meeting 07/10/24
4. Approval of Warrant List
5. Public Comment
6. Ordinance 24-15 CC High School LED Sign Variance
7. Special Event Application for the Homecoming Parade at 2:30pm on
October 4, 2024
8. Authorize Payments 3 & 4 to D Construction for Second Avenue Storm, Utilities &
Roadwork Repair
9. Authorize Payout #7 for Water Treatment Expansion Project
10. Authorize Payment for Completion of Sanitary Clarifier Equipment Replacement

11. Report of Mayor
12. Report of Trustees
 - B. Mincey
 - C. Lauterbur
 - 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 Chief of Police
17. Report of Village Administrator
18. Executive Session
 - a. Approve Executive Session Minutes ILCS 5 120/2(c)(21)
 - b. Collective Bargaining Negotiating Matters ILCS 5 120/2(c)(2)
19. Adjourn

MEMO

TO: Mayor David Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 24, 2024

RE: APPROVAL OF LED SIGN VARIANCES TO ALLOW FOR THE SCOREBOARD REPLACEMENT AT COAL CITY HIGH

Coal City High School included within its recent renovation budget a new scoreboard to be installed at the south end of the football field to include an LED screen, which is something prohibited within the village's signage code. Please note, requesting a variance within the village code is unusual for the School District because according to state statute the regulation of school building projects is conducted by the Office of the Regional Superintendent. However, since LED screens are specifically prohibited, I requested the school undergo the variance process to ensure it conforms to our land usage code. Chris Spencer, the School Superintendent, came representing the school district and answered all of the questions of the Planning & Zoning members.

No one aside from the school appeared at the public hearing to speak on the matter. Construction pushed the erection of the replacement scoreboard a bit sooner, but presentation has been positive and it appeared as though the school would gain the recommendation from the Planning & Zoning Board. This petition was unanimously approved by all present.

Recommendation:

Adopt Ordinance No. ____: Granting Variances to the Signage Code to Allow Coal City High School to Replace its Existing Scoreboard with LED technology.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 24-____

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE
RESTRICTIONS FOR ILLUMINATED SIGNAGE FOR A SCOREBOARD TO BE
CONSTRUCTED AT THE COAL CITY HIGH SCHOOL**

DAVID SPESIA, President
ALEXIS STONE, Village Clerk

TIM BRADLEY
DAN GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI

Village Trustees

ORDINANCE NO. 24-

**AN ORDINANCE GRANTING VARIANCES TO THE ZONING CODE
RESTRICTIONS FOR ILLUMINATED SIGNAGE FOR A SCOREBOARD TO BE
CONSTRUCTED AT THE COAL CITY HIGH SCHOOL**

WHEREAS, The Village of Coal City has adopted a comprehensive zoning ordinance and subdivision ordinance regulating land usage within the Village; and

WHEREAS, the aforesaid Ordinance allows the granting of relief from specific conditions and requirements to owners of property by granting of amendments and variances to certain requirements of the Ordinance; and

WHEREAS, the Coal City Community Unit School District #1 (hereinafter "Petitioner") owns the land commonly referred to as 655 W. Division (hereinafter "Property"); and

WHEREAS, Section 154.04 prohibits the placement of signs within a residentially zoned district; and

WHEREAS, Section 154.08 restricts the intensity and flickering of images upon signs; and

WHEREAS, Petitioner seeks a variance from Section 154.04 of the Village of Coal City Zoning Code ("Zoning Code"), to allow the placement of a sign within a residentially zoned property operating with a conditional use permit; and

WHEREAS, Petitioner seeks a variance from Section 154.08 of the Zoning Code, to allow the replacement of the existing scoreboard in order for the petitioner to utilize LED technology; and

WHEREAS, a public hearing was noticed and took place on July 15, 2024 at which time the public hearing was held; and

WHEREAS, the Village of Coal City Zoning Board of Appeals (ZBA), having conducted a public hearing unanimously recommended the Village Board approve the variances to 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. Regarding the need for all of the variations requested by Petitioner, the Board of Trustees find as follows:

- A. **Special Circumstances Not Found Elsewhere.** The variance is due to the special and unique circumstances to this property that generally do not apply to other properties within this district since it is located on the Coal City High School property within the football field athletic complex.
- B. **Unnecessary Hardship.** Construction projects within the school are regulated by the Regional Office of Education, which received approval for the scoreboard replacement/improvement; denying this variance will disallow planned educational programming to be included with this improvement.
- C. **Consistent with the Rights Conferred by the District.** The variance confers the capability to utilize the conditional use allowed within this residential area to its full potential.
- D. **Necessary for Use of Property.** Full utilization of the Coal City High School includes in-game entertainment and information to keep the public informed of the available services at the location.
- E. **Minimum Variance Recommended.** The requested variance shall result in digital copy and audio being directed northward away from eth adjacent residents and has been painted black matte finish to limit any shine off of the metal construction of this scoreboard signage.

Section 3. Description of the Property. The Property is identified as the Coal City High School at 655 W. Division in Coal City, IL 60416.

Section 4. Public Hearing. A public hearing was advertised on June 26, 2024 in the Coal City Courant and was held by the Zoning Board of Appeals on July 15, 2024 at which time the petition was unanimously recommended for approval of the variances requested.

Section 5. Variances. The variations requested in the June 13, 2024, Variance Application to the Zoning Code, outlined herein, and recommended at the July 15, 2024, Zoning Board of Appeals meeting is hereby granted as follows:

- A. A variance from the restriction of flashing, illuminated signage with the replacement of the existing signage as provided in Attachment A.

Section 6. Conditions. The variance granted herein is contingent and subject to the following conditions:

- A. An architectural design will be utilized to achieve an improvement to the signage, which reflects the architecture of the primary structure; and

B. The sign will have illuminated that can be brightened or dimmed and shall have audio that can be adjusted as well.

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 and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

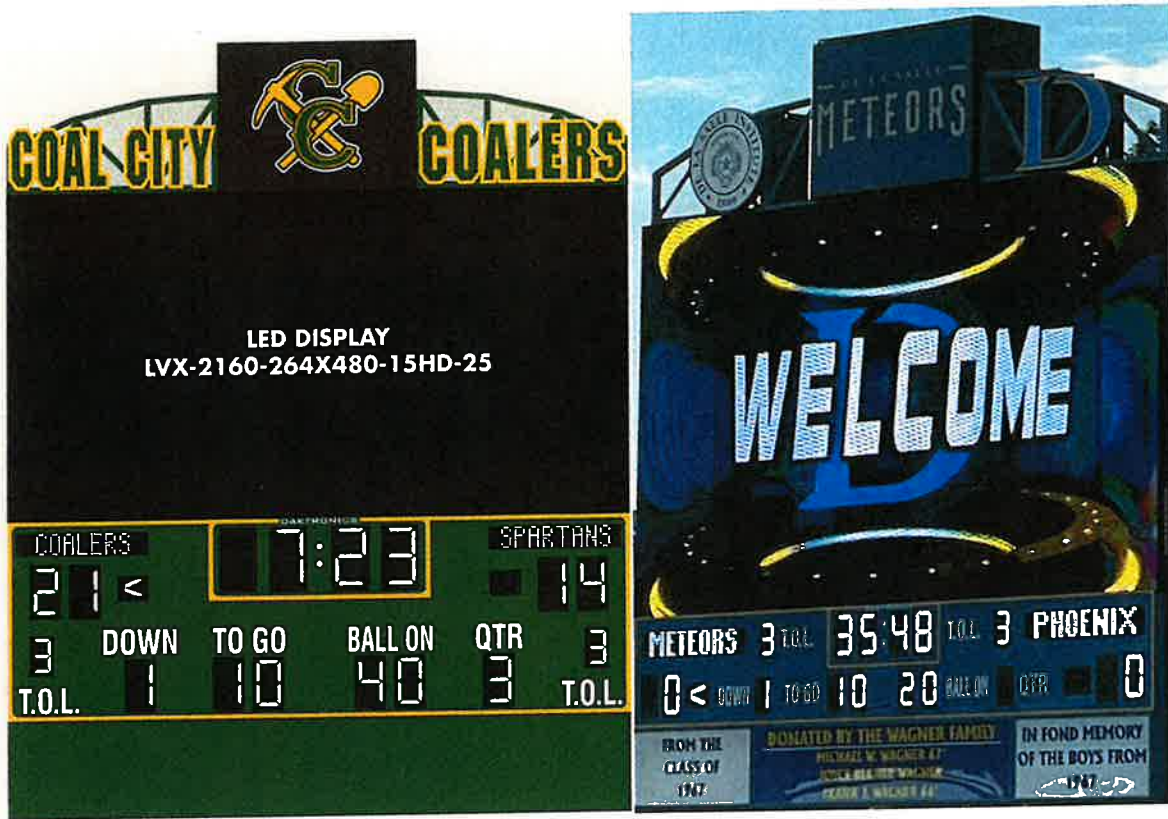
ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Alexis Stone, Clerk



LVX 2160 15 HD Outdoor Video System by Daktronics
264 x 480 L.E.D. 15mm HD Video Display
13'3 Height x 25' Wide (331.25 square feet)



COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Coal City Unit School District 1

Address: 550 S. Carbon Hill Rd. Phone number: 815 634-2287

Owner represented by: Self _____ Attorney _____

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: RS2 Use of surrounding properties: North UR1MC South RS2

East RS2 West RS2

What zoning change or variance: (specify) 154-4 (A) and (B) as well as 154-8 (A). (see attached)

To allow what use a videoboard that will face North (towards the High School) during school and community activities.

Tax number of subject property: 09-03-101-001

Common address of property: 655 W. Division

Parcel dimensions: 50 acres Lot area (sq. ft.) _____

Street frontage W. Division St. (Rt. 113)

Legal description (see attached)

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.

Christopher T. Spencer, 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 20 day of June, 2024.

Notary Public (Seal)



Lawanda Gagliardo

Signature of Owner

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

Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-382</u>	Location of hearing
Filing date	<u>6-13-24</u>	Village Hall
Hearing date	<u>7-15-24</u>	515 South Broadway
Filing fee	\$ <u>N/A</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

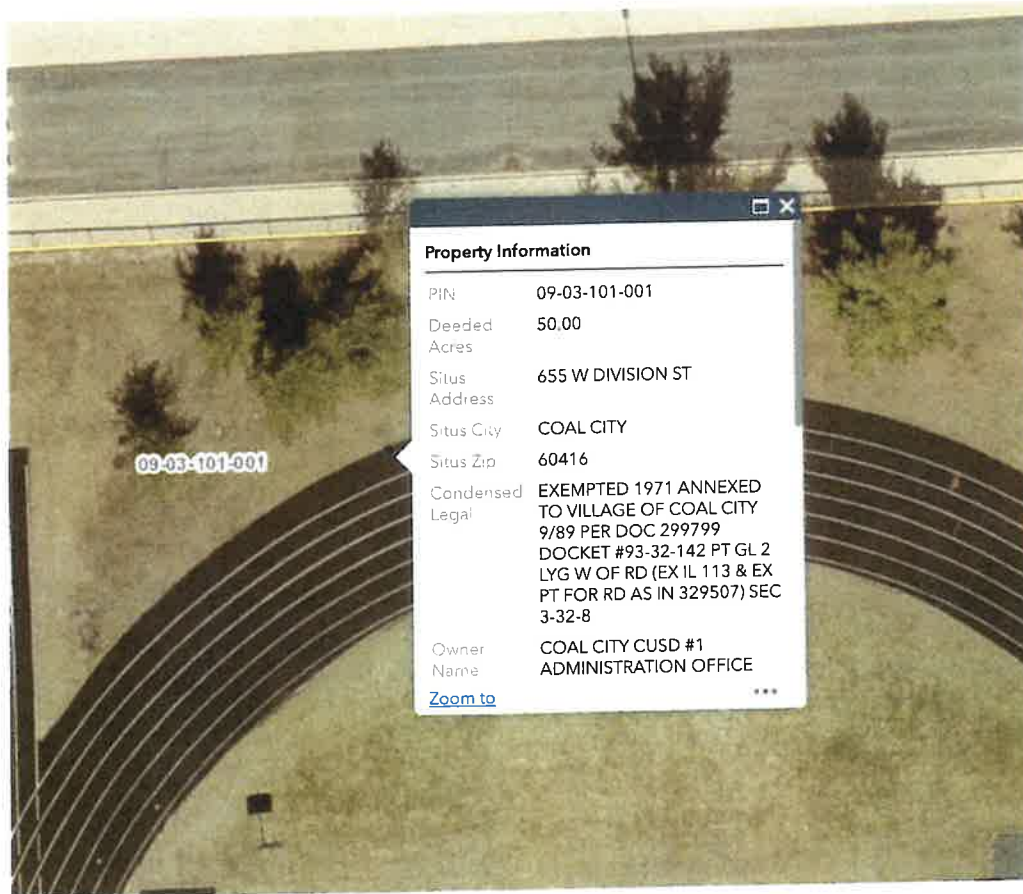
§ 154-4 Prohibited signs.
[Amended 5-29-2020 by Ord. No. 20-08]

A.
No sign will be permitted in a residentially zoned district of the Village except as provided in § 154-5.

B.
No sign shall have a surface greater than 250 square feet in area. Only one building sign shall be allowed in addition to a sign that is not affixed to the building.

§ 154-8 Illumination; flashing lights.

A.
The light from any illuminated sign shall be so shaded, shielded, or directed that the light intensity or brightness will not be objectionable to surrounding areas. No exposed reflective type bulb or incandescent lamp which exceeds 225 lumens shall be used on the exterior surface of any sign so as to expose the face of the bulb, light, or lamp to any public street or adjacent property. Where illumination of signs is permitted, the light shall not be projected toward or onto other properties and shall be kept to a minimum during nonbusiness hours.
[Amended 5-29-2020 by Ord. No. 20-08]





SPECIAL EVENT PERMIT APPLICATION

1. Type of Event:

Parade () Block Event () Run () Other _____

2. Name of Event: Coal City High School Homecoming Parade

3. Name of Sponsor (Organization, School, Church, etc.), Address and Telephone Number:

Sponsor: CCHS Student Council Head of Organization Allison Peterson /

Address: 655 W Division St Stephanie Vucsko

Coal City, IL 60416

Telephone/Cell #: 815-634-2396, ext. 1714 / 815-370-6636

4. Parade Chairman (who will manage/direct the event and will be present during the event), Address and Telephone/Cell Number:

Chairman: Allison Peterson, Stephanie Vucsko co-sponsors

Address: CCHS / Address Above

5. Date of Event: 10/4/24 Beginning Time: 2:30 Ending Time: 3:30 appx.

6. Starting Point: Broadway and EIM Ending Point: Broadway and / Assumption Carbon St. / Belst
(Attach a diagram of event route, street closings, other public places to be traversed and barricade locations.)

7. Location of assembly area for event: Broadway/Spring Rd.

Staging @ CCHS Tennis Parking Event Assembly Time: 1:45

8. Support Service(s) Requested (Police, barricades, cones, picnic tables, clean-up etc.): Extra police presence as deemed necessary

Closure of crossroads along Broadway + Carbon St.

Police officer to lead (Peterson will hitch a ride).

Police/emergency vehicles to end parade.

Help at railroad crossing as deemed necessary.

SPECIAL EVENT PERMIT APPLICATION

Event Name: CCHS Homecoming Parade Event Date: 10/4/24

9. Insurance Requirements:

Insurance is not required for residential block events. For all other special events, however, the sponsor must submit evidence of public liability insurance, insuring the sponsor and naming the village as an additional insured with the following coverage's:

Bodily injury including death: \$1,000,000/occurrence/aggregate

Property damage: \$500,000/occurrence/aggregate

If location or route includes a State Highway, the Illinois Department of Transportation shall also be named as an additional insured.

Insurance Form Received: Attached

10. Requirements of Sponsors:

- a. If this is a residential block event, the sponsor must submit a petition of support signed by a minimum of 3 residents within the block upon which the special event will be held.
- b. Remove debris, trash, or garbage resulting from the conduct of the event from public property and private property, within the vicinity of the event, within 24 hours after the end of the event, provided, however, that the permittee shall remove and lawfully dispose of any injurious substance or material immediately after the dispose thereof. Such clean-up shall also include removal of trash, litter, garbage, and debris from Village trash receptacles and proper disposition of such trash, litter, garbage and debris.
- c. Obtain prior approval of the Village Administrator before any changes are made in the operation or setup of the event as detailed in the approved permit.
- d. Be present at the scene of the event, either personally or through employees, agents or representatives who have been designated upon the Permit Form, during the entire course of the event.
- e. If requested by the Village Administrator, after the event has taken place, attend a meeting relative to the conduct of the special event to work toward future improvements in the coordination of that event.
- d. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file a communication in writing from the person authorizing the applicant to apply for the permit on his behalf.

Signature of Sponsor or Authorized Agent: Allison Peterson

Authorized Agent Title: Student Council Sponsor / CC HS Faculty

11. Payment of Costs for Police and Public Works Services:

- a. The sponsor of a special event who accepts a permit thereby consents to the formations of a contract between the sponsor and the Village for payment of costs, if any, for the provisions of Village services and equipment.
- b. The sponsor shall pay to the Village the direct and reasonable costs incurred by the Village as required for the clean-up of the property, if such services is not performed by the permittee and direct and reasonable costs to provide additional police and public works services for the special event. Additionally, the amount of payment required may include compensation for damage to Village property.
- c. Special events sponsored by government entities shall be exempt from the requirements of section 11.
- d. The Village Board may waive the charges for a special event.
Charges waived for () Police and/or () Public works services.

SPECIAL EVENT PERMIT APPLICATION

Event Name: CCHS Homecoming Parade Event Date: 10/4/24

12. The undersigned agrees to release, hold harmless, and defend the Village of Coal City, its officials and agents against any and all claims for loss, damage, personal injury, or death occurring as a result of the event for which this permit is requested. Proof of insurance is required. Insurance must name the Village of Coal City as an additional insured as stated in #9.

10/12/24
DATE

Adam Peterson
AUTHORIZED AGENT SIGNATURE

Student Council Sponsor/CCHS Faculty
AUTHORIZED AGENT TITLE

SPECIAL EVENT PERMIT

Subject to the information requested in this SPECIAL EVENT PERMIT, permission to conduct a special event is hereby granted.

Date Approved by Village Board: _____

Special Conditions: _____

DATE

VILLAGE CLERK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Program Administrators, a division of Arthur J. Gallagher Risk Management Services, LLC 2800 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Kate Olson PHONE (A/C, No, Ext): 630-285-3848 E-MAIL ADDRESS: Kate_Olson@rpadmin.com	FAX (A/C, No): 630-285-4062
	INSURER(S) AFFORDING COVERAGE	
INSURED Coal City Community Unit School District #1 100 South Baima Street Coal City, IL 60416	INSURER A: Collective Liability Insurance Cooperative	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 124420672

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per District Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLICCG2024	7/1/2024	7/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Collective Liability Insurance Cooperative Reinsurer - Great American Insurance Company (NAIC #16691)

Additional Insured status provided herein afforded by CLIC CG2028 0413, CLIC CG2012 0413, CLIC CG2013 0413, CLIC CG2026 0413, CLIC CG2015 0413 and/or CA CLIC 0715 when applicable.
 Village of Coal City is shown as additional insured solely as respects the General Liability coverage evidenced herein regarding the use of facilities by the Named Insured during the policy period.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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via S Broadway St

2 min

Fastest route now due to traffic conditions

0.8 mile

Explore E Carbon St

Restaurants

Hotels

Gas stations Parking Lots

More

MEMO

TO: Mayor David Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 24, 2024

**RE: SECOND AVENUE STORM, UTILITIES & ROADWAORK REPAIR
PAYMENTS**

Previously, the village has remitted payment to D construction for the completion of about 65% of the Second Avenue construction project. Due to the end of the State of Illinois fiscal year, this evening's payments were delayed due to the need to an amendment within the grant agreement and submittal of BEP – approved paperwork.

Due to the majority of the work having been completed, two additional payments should be approved for payment. This will increase the total due from the State of Illinois for reimbursement to \$783,460 following these payments, which will maximize this total grant of \$1 million (to date, \$216,540 has been reimbursed).

Attached are the payment recommendations from Chamlin Engineering totaling \$531,270.50 due to Payment Requests #3 at \$317,625 & #4 at \$213,645.50.

Recommendation:

Authorize Payment of Pay Requests #3 & #4 totaling \$531,270.50 to D Construction for completion of Second Ave. Reconstruction and Utility work.

May 30, 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 #3

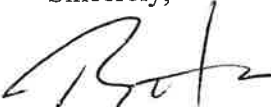
Dear Mayor David Spesia:

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:	\$	1,205,131.10
Previous Payments:	\$	827,249.55
5% Retention	\$	60,256.56
	\$	<u>317,625.00</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$317,625.00 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/am

Project # 15477.00

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 3 Date May 30, 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	1800	40.00	\$ 72,000.00
2	Exploration Trench 60" Depth	FOOT	100	\$ 5,000.00		50.00	
3	HMA Surface Removal, 2"	SY	5800	\$ 23,200.00	5800	4.00	\$ 23,200.00
4	Bituminous Materials (Tack Coat)	LB	2610	\$ 26.10	2610	0.01	\$ 26.10
5	Polymerized Hot-Mix Asphalt Binder Course, IL-4.75, N50	TON	675	\$ 83,700.00	456	124.00	\$ 56,544.00
6	Hot-Mix Asphalt Surface Course, IL-9.5FG, Mix "C", N50	TON	250	\$ 27,500.00	767	110.00	\$ 84,370.00
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	431	70.00	\$ 30,170.00
10	Storm Sewers, Rubber Gasket, Class A, Type 2, 15"	FOOT	1161	\$ 77,787.00	1161	67.00	\$ 77,787.00
11	Storm Sewers, Class B, Type 1, 8"	FOOT	39	\$ 2,730.00	39	70.00	\$ 2,730.00
12	Storm Sewers, Class B, Type 1, 10"	FOOT	1112	\$ 74,504.00	1112	67.00	\$ 74,504.00
13	Storm Sewers, Class B, Type 1, 12"	FOOT	1174	\$ 93,920.00	1174	80.00	\$ 93,920.00
14	PVC Watermain, 6"	FOOT	20	\$ 1,380.00	20	69.00	\$ 1,380.00
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	5	3,000.00	\$ 15,000.00
18	Water Valve, 10"	EACH	4	\$ 20,000.00	4	5,000.00	\$ 20,000.00
19	Fire Hydrant with 6" Auxillary Valve	EACH	9	\$ 84,600.00	9	9,400.00	\$ 84,600.00
20	Water Service, Short	EACH	22	\$ 55,000.00	22	2,500.00	\$ 55,000.00
21	Water Service, Long	EACH	30	\$ 90,000.00	30	3,000.00	\$ 90,000.00
22	Water Service, Run	FOOT	300	\$ 9,000.00	300	30.00	\$ 9,000.00
23	Valve to be Removed	EACH	5	\$ 1,500.00	5	300.00	\$ 1,500.00
24	Fire Hydrant to be Removed	EACH	5	\$ 17,500.00	5	3,500.00	\$ 17,500.00
25	Cut-in Connection	EACH	5	\$ 7,500.00	5	1,500.00	\$ 7,500.00
26	Cut and Cap	EACH	5	\$ 5,000.00	5	1,000.00	\$ 5,000.00
27	Manholes, Type A, 4'-Diameter, Type 1 Frame, Open Lid	EACH	3	\$ 9,900.00	3	3,300.00	\$ 9,900.00
28	Manholes, Type A, 4'-Diameter, Type 8 Grate	EACH	23	\$ 75,900.00	23	3,300.00	\$ 75,900.00
29	Inlet, Type A, Type 8 Grate	EACH	25	\$ 50,000.00	25	2,000.00	\$ 50,000.00
30	Structure to be Removed	EACH	5	\$ 3,000.00	5	600.00	\$ 3,000.00
31	Structure to be Adjusted	EACH	10	\$ 6,000.00	10	600.00	\$ 6,000.00
32	Storm Sewer Removal	FOOT	400	\$ 8,000.00	400	20.00	\$ 8,000.00
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	
37	Traffic Control and Protection, Special	LS	1	\$ 5,000.00	1	5,000.00	\$ 5,000.00

July 17, 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 #4

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:	\$	1,430,021.10
Previous Payments:	\$	1,144,874.55
5% Retention	\$	71,501.06
	\$	<u>213,645.50</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$213,645.50 be made to D Construction, Inc.

Sincerely,



Matthew G. Halloran

Enclosure

MGH/am

Project # 15477.00

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 4 Date July 17, 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	1800	40.00	\$ 72,000.00
2	Exploration Trench 60" Depth	FOOT	100	\$ 5,000.00	200	50.00	\$ 10,000.00
3	HMA Surface Removal, 2"	SY	5800	\$ 23,200.00	5800	4.00	\$ 23,200.00
4	Bituminous Materials (Tack Coat)	LB	2610	\$ 26.10	2610	0.01	\$ 26.10
5	Polymerized Hot-Mix Asphalt Binder Course, IL-4.75, N50	TON	675	\$ 83,700.00	456	124.00	\$ 56,544.00
6	Hot-Mix Asphalt Surface Course, IL-9.5FG, Mix "C", N50	TON	250	\$ 27,500.00	767	110.00	\$ 84,370.00
7	Aggregate Shoulders, Type B, 4"	SY	1200	\$ 8,400.00	1200	7.00	\$ 8,400.00
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	431	70.00	\$ 30,170.00
10	Storm Sewers, Rubber Gasket, Class A, Type 2, 15"	FOOT	1161	\$ 77,787.00	1161	67.00	\$ 77,787.00
11	Storm Sewers, Class B, Type 1, 8"	FOOT	39	\$ 2,730.00	39	70.00	\$ 2,730.00
12	Storm Sewers, Class B, Type 1, 10"	FOOT	1112	\$ 74,504.00	1112	67.00	\$ 74,504.00
13	Storm Sewers, Class B, Type 1, 12"	FOOT	1174	\$ 93,920.00	1174	80.00	\$ 93,920.00
14	PVC Watermain, 6"	FOOT	20	\$ 1,380.00	20	69.00	\$ 1,380.00
15	PVC Watermain, 8"	FOOT	750	\$ 60,000.00	977	80.00	\$ 78,160.00
16	PVC Watermain, 10"	FOOT	1800	\$ 156,600.00	1800	87.00	\$ 156,600.00
17	Water Valve, 8"	EACH	5	\$ 15,000.00	5	3,000.00	\$ 15,000.00
18	Water Valve, 10"	EACH	4	\$ 20,000.00	4	5,000.00	\$ 20,000.00
19	Fire Hydrant with 6" Auxillary Valve	EACH	9	\$ 84,600.00	9	9,400.00	\$ 84,600.00
20	Water Service, Short	EACH	22	\$ 55,000.00	22	2,500.00	\$ 55,000.00
21	Water Service, Long	EACH	30	\$ 90,000.00	30	3,000.00	\$ 90,000.00
22	Water Service, Run	FOOT	300	\$ 9,000.00	300	30.00	\$ 9,000.00
23	Valve to be Removed	EACH	5	\$ 1,500.00	5	300.00	\$ 1,500.00
24	Fire Hydrant to be Removed	EACH	5	\$ 17,500.00	5	3,500.00	\$ 17,500.00
25	Cut-in Connection	EACH	5	\$ 7,500.00	5	1,500.00	\$ 7,500.00
26	Cut and Cap	EACH	5	\$ 5,000.00	5	1,000.00	\$ 5,000.00
27	Manholes, Type A, 4'-Diameter, Type 1 Frame, Open Lid	EACH	3	\$ 9,900.00	3	3,300.00	\$ 9,900.00
28	Manholes, Type A, 4'-Diameter, Type 8 Grate	EACH	23	\$ 75,900.00	23	3,300.00	\$ 75,900.00
29	Inlet, Type A, Type 8 Grate	EACH	25	\$ 50,000.00	25	2,000.00	\$ 50,000.00
30	Structure to be Removed	EACH	5	\$ 3,000.00	5	600.00	\$ 3,000.00
31	Structure to be Adjusted	EACH	10	\$ 6,000.00	10	600.00	\$ 6,000.00
32	Storm Sewer Removal	FOOT	400	\$ 8,000.00	400	20.00	\$ 8,000.00
33	HMA Driveway Removal & Replacement	SY	300	\$ 19,500.00	456	65.00	\$ 29,640.00
34	PCC Driveway Removal & Replacement	SY	150	\$ 12,000.00	204	80.00	\$ 16,320.00
35	PCC Sidewalk Remove and Replace	SF	50	\$ 1,000.00	876	20.00	\$ 17,520.00
36	Restoration of Surfaces	LS	1	\$ 10,000.00	0.5	10,000.00	\$ 5,000.00
37	Traffic Control and Protection, Special	LS	1	\$ 5,000.00	1	5,000.00	\$ 5,000.00

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 24, 2024

RE: PAYMENT #7 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 #7 has been included. Municipal Well & Pump wished for another payment due to total outstanding work on the project, which the basis for the changes in the project since payouts had been approved within the last disbursement.

<u>Category</u>	<u>Vendor</u>	<u>Amount</u>	<u>Total Allotted</u>	<u>% disbursed</u>
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.	553,048 <u>661,550</u>	696,253 <u>5,339,710</u>	79 12
Total Project of \$6,954,364		\$1,629,990 23.4%	\$6,746,673 97.0%	24 %
Total of Previous Disbursements		<u>\$1,622,772</u>		
Disbursement #5 Payment		\$7,218		

Recommendation:

Authorize the next payment of \$7,218 to Municipal Well & Pump with IEPA construction proceeds for completion of 23.4% 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: 5/31/2024
To: 5/31/2024

Loan #: L17-3512
Request #: 7
Date: 7/10/2024

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

	Eligible Budget (per loan agreement +/- IEPA approved change orders)	Total Cumulative Costs Incurred to Date	Total Cumulative Eligible 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.	\$788,363.00	\$614,495.18	\$614,495.18
Gene Wren Construction, LLC	\$182,690.52		
D Construction	\$5,339,710.00	\$735,054.90	\$735,054.90
Other: _____			
TOTAL COSTS TO DATE		\$1,783,848.58	\$1,764,944.58
Less Retainage - List each contractor separately			
Midwest Well Service Inc.		\$61,449.52	\$61,449.52
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			\$1,622,771.57
Less Rounding adjustment for bonds (if necessary)			
NET DISBURSEMENT REQUESTED			\$7,218.00

FOR AGENCY USE ONLY

Prepared by: _____
Approved by: _____

Date: _____
Date: _____

MEMO

TO: Mayor David Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 24, 2024

RE: FINAL SANITARY CLARIFIER EQUIPMENT REPLACEMENT

In the first quarter of 2023 bids were received in order to replace one of the two clarifiers down at the sanitary treatment facility. They were replaced after the lion share of the modernization project saving some general contractor overhead by having the work completed directly by the contractor – DPS Equipment Services, Inc. Within this year’s fiscal budget was the replacement of the electrical equipment within the second clarifier.

DPS will return for a 5% increase in last year’s price, which would result in savings of \$18,650 versus the next closest bid that was received for the last time this project received bids. This \$83,000 expenditure was budgeted within the current FY25 budget and the remainder of the Sanitary Modernization Funds will go towards this project. The recommendation to waive competitive bidding is a recommendation to reduce overall project expenses in light of the known cost for returning this project to the marketplace for a bid.

Upon approval, this equipment will be ordered and the project may be completed during the summer season, which is the preferred time of year to remove one clarifier from operation.

Recommendation:

Waive competitive bidding and authorize the expenditure of \$83,750 for the completion of sanitary clarifier equipment replacement project.



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #24-119

Date: July 8, 2024

Page 1 of 3

City of Coal City
515 S. Broadway
Coal City, IL 60416
Attn: Tyler Valiente - Superintendent

Work Location: Wastewater Treatment Plant, 820 N. Broadway

Site Telephone# 815/955-8341

Scope of Services

We hereby propose to furnish labor and material as necessary to retrofit one (1) drive assembly on one (1) circular clarifier originally furnished by Westech under project #18752A.

Services shall consist of disconnecting, removing, re-installing, and re-connecting the bridge assembly. We shall replace the entire drive assembly, level, reconnect, set and test overloads.

The replacement drive shall be an Amwell model 28H6T Spur gear drive assembly with adapter plates.

Project Cost: \$83,750.00

Project cost includes: project management, all field and administrative labor, replacement components, crane services, standard and specialty tools/equipment, travel, and living expenses.

Notes: (1) City shall drain and clean clarifier prior to the start of the project, which should take about three days to complete.

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer's specifications for above work, and completed in a substantial workmanlike manner.

Respectfully submitted,

Michael R. Sears - Project Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications and attached Service Terms of this Proposal are satisfactory, and are hereby accepted. DPS Equipment Services, Inc. is authorized to do the work as specified.

Signature: _____ Date: _____

TERMS GOVERNING CUSTOMER SERVICES

1. **Basis of Price:**
 - A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
 - B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
 - C. Bonds, insurance (other than our normal coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the proposal price.
 - D. Terms of Payment: Net 20 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.
3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc. for the Client. Except for the direct acts or omissions of DPS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. ***Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.*** DPS, Inc. warrants that services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The services of DPS, Inc. technicians shall be free of defects in workmanship ***FOR A PERIOD OF ONE (1) YEAR*** from the date of completion. **Remedy:** All warranty claims in connection with the services to be performed hereunder shall be made promptly by the Client in writing and received by DPS, Inc. within one year after DPS, Inc. last performed substantial and related work at the job site. DPS, Inc. shall repair or replace services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services. ***DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.***
4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.
5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor; not an employee or joint venturer of Client. DPS, Inc. shall determine the time, manner, means and method of providing the services and shall furnish all labor and tools necessary to perform such services unless otherwise specified in writing; provided, however, DPS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
6. **Information:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.
7. **Delays and Extensions of Time:** If DPS, Inc. is delayed at any time in the progress of the services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, or by delay authorized by the Client, then the time to complete the services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by DPS, Inc. and the Client, when agreed to by both parties in writing.

8. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the Client delays the progress of work covered by the quotation, DPS, Inc. shall adjust the contract price to reflect any increase or decrease.
9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.
10. **Insurance:** DPS, Inc. shall assume responsibility for workmen's compensation coverage of DPS, Inc. employees only. DPS, Inc. shall provide General liability coverage of \$2,000,000, and Automobile coverage of \$1,000,000. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.
11. **Indemnification:** Client agrees to indemnify and hold DPS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability or costs (including actual attorneys' fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the scope of services provided. DPS, Inc. shall not be liable for any consequential or incidental damages, including but not limited to, damages resulting from injury to persons or property, loss of profits, loss of business reputation, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the current prevailing Wage rate as required. DPS, Inc. shall also furnish certified payroll forms if required.
15. **Complete Agreement:** The complete agreement between DPS, Inc. and the Client is contained herein and no additional or different term or condition shall be binding unless mutually agreed to in writing. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This Agreement shall take effect upon acceptance and execution by the Client and DPS, Inc.

This proposal shall become a contract only when accepted by the Client and accepted by DPS, Inc. through respective signatures by authorized personnel.

Proposal submitted by: 
 Michael R. Sears – Project Manager, DPS, Inc.

Accepted by Client:

 Client Affiliation

By: _____ Date: _____