

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
AUGUST 28, 2019
7:00 p.m.**

**COAL CITY VILLAGE HALL
515 S. BROADWAY, COAL CITY, ILLINOIS**

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes August 14, 2019
4. Approval of Warrant List
5. Public Comment

6. Letter of Request "Only Ghouls Run on Halloween"
Coal City H.S. Drama Club
7. Eagle Scout Project Presentation-Connor Super
8. Swearing-in New Police Officer-Joshua Nugent
9. Proclamation-Grundy County Chamber "Chamber Week"
10. Ordinance 19-21 Truck Route Designation
11. Ordinance 19-24 Stop Sign Ordinance
12. Approval of Development Agreement Between the Village of Coal City
And Randy Alderson
13. Authorization for payment for 5th Avenue Storm Improvement
Brandt Excavating
14. Authorization for Payment for Coaler Lift Station Replacement Project
Chamlin Engineering
Stott Construction
D Construction
15. Approval of Bids for the Asbestos Removal at 160 S. Broadway
16. Approval of Bids of the Demolition of 160 S. Broadway
17. South Broadway Redevelopment Project Update by CBBEL Engineering
18. Report of Mayor
19. Report of Trustees:
S. Beach
T. Bradley
D. Spesia

D. Greggain
R. Bradley
D. Togliatti

20. Report of Village Clerk
21. Report of Village Attorney
22. Report of Village Engineer
23. Report Chief of Police
24. Report of Village Administrator
25. Executive Session to Review Executive Session Minutes per ILCS 5
120/2(c)(21) and Sale of Property per ILCS 5 120/2(c)(6)
26. Adjourn

August 9, 2019

RECEIVED

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

AUG - 9 2019

VILLAGE OF COAL CITY

Mayor Halliday and Village Trustees:

Coal City High School's Drama Club is planning to host its second annual Only Ghouls Run on Halloween 5K Fun Run/Walk on Sunday, Oct. 20. Proceeds from the event will go to support Drama Club theatre trips, master classes and Illinois High School Theatre Festival attendance, as well as the 2021 New York City Theatre Education trip.

Drama Club has been in communication with Coal City Police Sgt. Chris Harseim regarding the date and route. And, with your approval of our request to conduct this fundraiser on Oct. 19 we will continue to work with him on this event and to once again secure the services of the Coal City Auxiliary Police Unit.

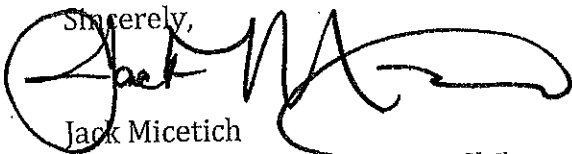
The route we are requesting is the same as last year. The race starts and finishes at the west entrance of Coal City High School and is a timed event with awards being handed out to the top finishers in aged categories. A map of the route is enclosed for your review and as you will note the event includes stops for trick-or-treating and for safe scares of participants. As we did last year, we will mark the route with signs and provide a light plant at the start/finish line. To avoid having runners and walkers out in extreme darkness we are moving the start time up one hour with runners heading out on the course at 5:30 p.m. and walkers following at 5:45 p.m.

Additionally, we are looking to add a few family friendly events to the fun run/walk and any additions will be held on school property.

Should you have any questions regarding plans for the 2019 Only Ghouls Run on Halloween 5K do not hesitate to contact me at jmicetich@coalcityschools.org.

Drama Club appreciates the village's support and we thank you in advance for your consideration of our request.

Sincerely,



Jack Micetich
Coal City High School Drama Club sponsor
Theatre Director, Coal City Unit 1 School District

HAUNTED 5K RUN/WALK



2019-2020 DRAMA CLUB EVENTS

SUN, SEPT 15 - SOMETHING ROTTEN
AT MARRIOTT LINCOLNSHIRE

SAT, SEPT 21 - BROADWAY BOUND
OCT 3, 5, & 6 - CCHS FALL PLAY

THURS, OCT 17 - NEWSIES
INCLUDES MASTER CLASS AT PARAMOUNT THEATRE

SUN, OCT 20 - ONLY GHOULS 5K RUN/WALK

NOV 14, 16, & 17 - CCMS MUSICAL

SUN, DEC 8 - ONCE UPON A TIME BREAKFAST
JAN 9-11 - ILLINOIS HS THEATRE FESTIVAL

FRI, JAN 24 - MISCAST CABARET

MAR 5-8 & 13-15 - CCHS MUSICAL

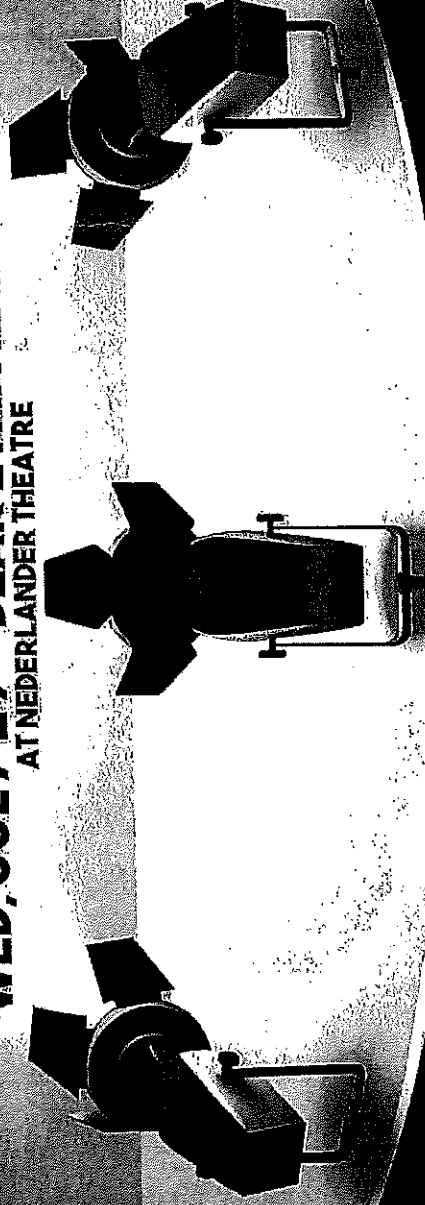
FRI, MAY 1 - KINKY BOOTS
AT PARAMOUNT THEATRE

FRI, MAY 8 - CCIS MUSICAL

MAY 15 & 16 - BROADWAY REVUE

WED, MAY 20 - CENTER STAGE AWARDS

WED, JULY 29 - DEAR EVAN HANSEN
AT NEDERLANDER THEATRE



8/21/2019

Connor Super Eagle Project Proposal:

As my eagle project I would like to make improvements to the community dog park located in the Lions Park. I have noticed some minor improvements that can be made such as fixing holes in the fence that dogs can crawl through. Also I would like to add some equipment for the dogs to play with such as 55 gallon drums that they could run through. The main improvement that I would like to make is add a small shelter (10ft by 8ft) that the dogs and owners could sit under during their visit. I would also like to possibly add some plants or perhaps a tree to the area.

Example of shelter, not the actual size.



Connor Super
Life Scout
Coal City Troop 466
(815) 210-8235

PROCLAMATION

WHEREAS, the Grundy County Chamber of Commerce & Industry works with the businesses, merchants, and industry to advance the civic, economic, industrial, professional and cultural life of the Village of Coal City; and

WHEREAS, chambers of commerce have contributed to the civic and economic life of Illinois for 181 years since the founding of the Galena Chamber of Commerce in 1838; and

WHEREAS, this year marks the 100th anniversary of the founding of the Illinois Chamber of Commerce, the state's leading broad-based business organization; and

WHEREAS, the chamber of commerce and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the Village of Coal City a better place to live; and

WHEREAS, the chamber of commerce encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the Village of Coal City; and

WHEREAS, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce and more than 400 local chambers of commerce; and

WHEREAS, this year marks the 104th anniversary of the Illinois Association of Chamber of Commerce Executives, a professional development organization for the chamber of commerce professionals.

THEREFORE, I, Terry Halliday, President of the Village of Coal City, proclaim **September 9 through September 13, 2019, as CHAMBER OF COMMERCE WEEK** in Coal City and call its significance to the citizens of the Village of Coal City.

Whereunto I have set my hand and caused the seal of the Village of Coal City to be affixed.

Terry Halliday, Mayor

Date

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 28, 2019

RE: TRUCK ROUTE DESIGNATION ORDINANCE

The Village Board has been considering a number of different approaches to controlling the number of type of trucks that utilize local roads under the control of the Village of Coal City. Coal City local roads are those roads that connect with the arterial roads maintained by other jurisdictions – these roads include State Route 113, which is maintained by IDOT as well as Reed Road from I-55 westward to S. Broadway and S. Broadway, south of Spring Road. The consideration of any restrictions on local roads was placed on hold as the community hauled debris out with all types of equipment during the 6-22 Tornado and then accepting the construction traffic that came with the approved industrial building project constructed by Hoffman Transportation.

Prior to continued deterioration of local roads, the Board desires to consider this matter to ensure the quality of life of the Village's residents are not detrimentally affected by increased truck traffic on local streets. Reed Road, west of S. Broadway has been a top priority demand of any development attempting to utilize Reed Road; however, time continues to pass since the initial construction of lead track for the industrial park and the road cannot sustain continued traffic. Likewise, the reconstruction of the business Core Area is being completed to accommodate retail investment and continued growth of businesses located along Broadway between Division & Walnut Street. It is timely to consider limitation of truck traffic on this newly improved major reconstruction project.

Much like the past, when this subject has been delayed to ensure continued discussion with the business community, the same is recommended this evening. Many calls have been received from existing Coal City businesses who shall need to alter their delivery methodology should the current truck restrictions take effect. In addition to allowing for addition discourse with the business community on the subject, a companion ordinance is being prepared that would allow the authorization of special permits to allow overweight traffic to cross local roads on a limited basis. An accepted statewide vendor, Oxcart, has an industry accepted solution that allows for Coal City to allow limited truck traffic on previously closed routes. Lastly, the Streets & Alleys Committee has been determining the best plan for the needed signage and this has been submitted for comment to IDOT since a request has been made to allow signage within the State Route 113 right of way.

In the meantime, until the Village Board decides upon taking up this ordinance that was scheduled for a second reading this evening, meetings will continue to take place to engage the public and continue to communicate the effect these requirements.

Recommendation:

Postpone Consideration of *Ordinance 19-21: Truck Route Designation* until the Board's Next Regularly Scheduled Meeting of Monday, September 11th.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AMENDING TITLE VII ("TRAFFIC CODE") TO CREATE A NEW CHAPTER 79 ("VEHICLE SIZE, WEIGHT AND LOAD") TO ESTABLISH VEHICLE SIZE, WEIGHT AND LOAD LIMITS, CREATE AN OVERSIZE/OVERWEIGHT VEHICLE PERMITTING SYSTEM, AND TO REPEAL TITLE VII ("TRAFFIC CODE"), CHAPTER 77 ("TRAFFIC SCHEDULES"), SECTION 77-8 SCHEDULE VIII ("TRUCK ROUTES") TO REVISE DESIGNATED TRUCK ROUTES

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2019

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE VII ("TRAFFIC CODE") TO CREATE A NEW CHAPTER 79 ("VEHICLE SIZE, WEIGHT AND LOAD") TO ESTABLISH VEHICLE SIZE, WEIGHT AND LOAD LIMITS, CREATE AN OVERSIZE/OVERWEIGHT VEHICLE PERMITTING SYSTEM, AND TO AMEND TITLE VII ("TRAFFIC CODE"), CHAPTER 77 ("TRAFFIC SCHEDULES"), SECTION 77-8 SCHEDULE VIII ("TRUCK ROUTES") TO REVISE DESIGNATED TRUCK ROUTES

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

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

WHEREAS, the Village is authorized pursuant to the Illinois Vehicle Code and its police powers to impose certain weight and dimensional limitations and prohibit the operation of trucks or other commercial vehicles on designated highways within its boundaries to protect the lives, public health, morals and general welfare of its residents, including, but not limited to, preserving the roadway integrity, mitigating losses caused by road deterioration and minimizing traffic hazards in furtherance of the public health, safety and welfare;

WHEREAS, the Village President and the Board of Trustees of the Village (the "Corporate Authorities") have previously adopted by reference the size, weight and load regulations set forth in specified sections of Chapter 15, Article 1 of the Illinois Vehicle Code (625 ILCS 5/15-101, et seq.), as amended from time to time, Sections 15-101, 15-102, 15-103, 15-107, 15-109.1, 15-111, 15-112 and Chapter 15, Article I of the Illinois Vehicle Code (625 ILCS 5/15-301, et seq.);

WHEREAS, the Corporate Authorities have previously adopted by reference the oversize/overweight permit requirements set forth in 625 ILCS 5/15-301;

WHEREAS, the Corporate Authorities previously designated certain portions of Broadway Road within the Village's jurisdiction as Class III truck routes as set forth in Section 77-8, Schedule VIII: Truck Routes;

WHEREAS, pursuant to 625 ILCS 5/15-316, the Village has the authority, in its discretion, to impose restrictions on the weight of vehicles operated on roads within the Village's jurisdiction; and

WHEREAS, the Corporate Authorities hereby determine that it is necessary, proper and in the best interests of the Village to amend the previously established regulations as set forth herein to designate a new Class III truck route in the Village, to impose stricter weight limitations on trucks and other commercial vehicles utilizing Village roads, and to establish overweight and oversize vehicle permitting procedures, all in furtherance of promoting the public health, safety and welfare, as set forth in this Ordinance.

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

SECTION 1. RECITALS.

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

SECTION 2. AMENDMENT.

The Village Code shall be and hereby is amended as set forth herein. Any portion of the Village Code not set forth herein shall continue in effect as written. The following changes are made to the Coal City Village Code (text to be removed is shown as stricken and text to be added is shown as **bold and underlined**):

"TITLE VII. TRAFFIC CODE.

CHAPTER 79. VEHICLE SIZE, WEIGHT AND LOAD.

79-1. VEHICLE SIZE AND WEIGHT LIMITS.

A. It shall be unlawful for any person to be in control of, to drive, to park, or move on, upon or across or for the owner to cause or knowingly permit to be parked, driven, or moved upon or across, any street or highway under the jurisdiction of the Village except as otherwise provided, any vehicle or combination of vehicles exceeding the size and weight limitations stated in 625 Illinois Compiled Statutes 5/15-102 (width), 625 Illinois Compiled Statutes 5/15-103 (height), 625 Illinois Compiled Statutes 5/15-107 (length), and 625 Illinois Compiled Statutes 5/15-111 (weight).

B. Size and weights limitations while operating on Village streets shall not apply to fire apparatus or equipment for snow or ice removal operations owned or operated by or for any governmental body, to "implements of husbandry" temporarily operated or towed in a combination in the furtherance of a farm or agricultural endeavor, public utility vehicles engaged in the repair, maintenance, construction or installation of utility service to persons or properties on highways within the Village's jurisdiction with posted weight restrictions, garbage and recycling vehicles operated to service properties within the Village, vehicles owned and operated by the Village, school buses being operated within the Village to pick up or return children to Village residences, emergency service vehicles, delivery or pick-up vehicles with a bill of lading, shipping order, invoice or other similar delivery ticket bearing a destination point located within the Village, provided that such vehicles must proceed over the most direct route possible to its destination and back again to designated truck routes, or to any vehicle or combination of

vehicles operating under the terms of a valid oversize and/or dimension permit issued by the Village.

C. Where lower size and weight limits or other restrictions are imposed by ordinance under authority of 625 Illinois Compiled Statutes 5/15-111 and 15-316, and signs indicating such limitations or restrictions are posted, it shall be unlawful to operate any vehicle or combination of vehicles in excess of such size or weight limitations or in violation of such restrictions, provided that the exceptions set forth in Section 79-1(B) shall apply thereto.

D. Whenever any vehicle or combination of vehicles is operated in violation of this section, the owner and/or driver of such vehicle shall be deemed guilty/liable of such violation and either or both the owner and driver of such vehicle may be prosecuted for such violation.

79-2. VEHICLES PROHIBITED ON CERTAIN STREETS.

A. As provided under the authority of 625 ILCS 5/15-111 and 15-316, the Village hereby declares that it shall be unlawful to operate any vehicle upon any street where the operation of that vehicle is prohibited by ordinance and where signs of such prohibition are posted. It is hereby declared that it shall be unlawful to operate any vehicle or combination of vehicles on any street within the Village except on a designated truck route or as otherwise provided, when the total gross weight of such vehicle and load exceeds ten (10) tons.

B. Vehicles operating in accordance with weight restrictions set forth in 625 ILCS 5/15-111 but in excess of the maximum weight set forth in Section 79-2(A) while utilizing Village streets under "reasonable access" rules will be considered in violation of this Section 79-2(A) if they are not utilizing the most direct route to points of loading and unloading.

C. The Village Administrator and Public Works Director are authorized and directed to erect and maintain signs designating the limitations contained in this Chapter at the access points of streets within the Village's jurisdiction.

79-3. DESIGNATED TRUCK ROUTES.

A. Pursuant to authority granted by 625 ILCS 5/1-126.1(d) and 625 ILCS 5/15-116, the Village has designated the following portions of highways as Class III designated truck route highways. Vehicles utilizing such designated highways within the Village's jurisdiction, can operate any vehicle or combination of vehicles thereon consistent with the size and weight limitations stated in 625 Illinois Compiled Statutes 5/15-102 (width), 625 Illinois Compiled Statutes 5/15-103 (height), 625 Illinois Compiled Statutes 5/15-107 (length), and 625 Illinois Compiled Statutes 5/15-111 (weight).

B. Class III designated highways:

Fifth Avenue	Division Street/Route 113 to North/McArdle
North Street	2 nd Avenue to Fifth Avenue

C. The Village Administrator and/or Director of Public Works is authorized and directed to post or cause to be posted by the Village, those highways designated as Class III truck routes.

D. Section 77-8 of this Code, Schedule VIII ("Truck Routes") is hereby repealed in its entirety.

79-4. PERMITS FOR OVERWEIGHT AND/OR OVERSIZED VEHICLES.

A. A permit shall be required for the movement of any vehicle or combination of vehicles with a nondivisible load on roadways within the jurisdiction of the Village which exceeds the dimensions and weights permitted for the particular roadways to be traversed.

B. The Village may contract with one or more service providers to administer the overweight or oversize vehicle permit application process.

C. The Village with respect to any street or highway under its jurisdiction may upon written application on forms provided by the Village and good cause being shown therefor issue a special permit authorizing the applicant to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum specified in this Chapter.

D. The applicant shall furnish the following information in the special permit application:

1. The name, address and telephone number of the owner or lessee of the vehicle.
2. Applicant's name.
3. A specific description of the vehicle(s) and load(s) to be operated or moved pursuant to the special permit.
4. Type of permit request whether it be for a single trip, round trip, or multiple routing.
5. The description and registration (or the Illinois Department of Transportation's registration number or classification) of the power unit.
6. The number of axles of the vehicle or combination of vehicles.
7. The maximum axle weights of all single, tandem or series axles.
8. Maximum gross weight of the vehicle.
9. The maximum width, length and height of the vehicle and load.
10. Requested routing over village streets to and from a specific location.
11. Date(s) or period of time for which the special permit is requested.

E. Upon receipt of the completed application, for an overweight or oversized vehicle permit, the Chief of Police or his or her designee, including an independent third party company processing overweight and oversized vehicle applications, shall issue such permit upon a determination that the operation of the subject vehicle will not unduly damage Village roadways, that the applicant has all necessary State certificates, registrations and/or permits. As a condition of issuance, the issuer may, but is not required to:

- a. require that the applicant follow a prescribed route(s)
- b. limit the number of trips
- c. establish seasonal or other time limitations of operation; or
- d. impose such other or further conditions of operations as may be necessary to assure against undue damage to roads within the Village's jurisdiction.

Such permits are only valid for the dates and times specified therein. Permits are non-transferable to other vehicles and must be kept in the permitted vehicle (in paper or electronic form) at all times of operation.

79-5. OVERWEIGHT/OVERDIMENSION PERMIT FEES.

The owner or his or her agent shall submit an application fee at the time of application for an overweight or oversized vehicle permit, in the amount provided below, plus any administrative fee imposed by the service provider pursuant to a contract with the Village:

based on the below chart:

INSERT

79-6. VIOLATIONS.

Any person who is found guilty/liable for a violation of any provision of this Chapter shall be subject to a fine in an amount not less than \$100 nor more than \$750 per violation. Each

pass that an overweight or oversized vehicle makes upon Village streets without a permit shall be deemed to be a separate violation.

SECTION 4. Repealer. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

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

SO ORDAINED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 28, 2019

RE: NEW STOP SIGNS AT THE INTERSECTION OF OAK & DIPAOLO

The newly constructed portion of Oak Street, west of DiPaolo is amidst the steps of construction, which will soon bring another intersection to navigate. In order to get Stop signs placed in the appropriate area as the road becomes available, an ordinance has been created, which will require those persons traveling either east or westbound on W. Oak Street to stop prior to proceeding through the intersection.

By posting the intersection in this manner, the northbound DiPaolo portion of the intersection may continue to turn right and head eastbound on Oak Street without stopping.

Recommendation:

Adopt Ordinance No. ____: Placing Stop Signs at the Intersection of DiPaolo & W Oak Streets.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING CHAPTER 77 OF THE VILLAGE OF COAL CITY CODE
OF ORDINANCES TO PROVIDE FOR ADDITIONAL STOP SIGNS AT DIPAOLO &
OAK STREETS**

TERRY HALLIDAY, Mayor
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DANE GREGGAIN
DAVID TOGLIATTI
DAVID SPESIA
Village Trustees

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 77 OF THE VILLAGE OF COAL CITY CODE OF ORDINANCES TO PROVIDE FOR ADDITIONAL STOP SIGNS AT DIPAOLO & OAK STREETS

WHEREAS, the Village of Coal City is authorized by the Illinois Vehicle Code, 625 ILCS 5/11-208, to regulate traffic by means of traffic control signs; and

WHEREAS, the Coal City Police Department has recommended posting two additional stop signs at the intersection of DiPaolo and W. Oak Streets;

WHEREAS, the Village of Coal City desires to give notice to the residents of the Village prior to erecting these stop signs at the completion of a portion of Oak Street west of DiPaolo Street; and

WHEREAS, the Coal City Police Department has conducted traffic studies and practiced best practices in order to make a recommendation to the Board of Trustees.

NOW, THEREFORE, BE IT ORDAINED by the President and Trustees of the Village of Coal City as follows:

Section 1. Recitals. The above recitals are incorporated herein by this reference.

Section 2. Amendment. Chapter 77, Traffic Schedules, of the Village of Coal City Code of Ordinances is hereby amended as follows:

(A) An additional intersection as listed below shall be properly listed alphabetically within "Zone 5" so as to provide for a 2-way stop to be posted causing both the eastbound and westbound legs of W. Oak Street to stop at DiPaolo Street –

West Oak Street at DiPaolo Street

Section 3. Notice of New Signage Posted. The Chief of Police of the Village of Coal City, or his designee, shall post the new signage with temporary visual enhancements for a minimum of two weeks to draw attention to the existence of the new traffic control devices.

**AN ORDINANCE AMENDING CHAPTER 77 OF THE VILLAGE OF COAL CITY CODE OF
ORDINANCES TO PROVIDE FOR ADDITIONAL STOP SIGNS AT DIPAOLO & OAK STREETS**

Section 4. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 28, 2019

RE: SALE OF SURPLUS LAND TO ALDERSON

During the last Regular Meeting, the Board awarded a bid provided by Randy Alderson for the purchase of surplus land located at the end of Railroad Street between the BNSF & UP Rails, west of 5th Avenue. Selecting Mr. Alderson's bid allowed legal to work on a development agreement consistent with the plan that was provided to the village at the time bids had been accepted.

At this time, Mr. Alderson would like to gain title to the Village and arrange a closing in order to gain ownership. Attached is a development agreement for the eventual use of the property. Due to the plan to utilize the land for open storage, an additional round of conditional uses for the property shall begin since this will be the intermediate use prior to any structures being constructed on the property (structures would allow incidental accessory outside storage, but such use is not principal unless expressly permitted). In addition to the Village property, Randy Alderson has gained control over any remaining parcels adjacent to the surplus parcels and between the railroad tracks. Due to his capability of getting all adjacent parcels under control, it may be feasible for the Village to vacate portions of public rights of way within this space as well, which are old recorded easements, etc.

Recommendation:

Adopt Ordinance No. ____: Authorizing a Development Agreement with Randy Alderson for Surplus Property between the BNSF & UP RR tracks.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING ENTRY INTO A DEVELOPMENT AGREEMENT
AND PURCHASE AND SALE AGREEMENT WITH RANDY A. ALDERSON
PROVIDING FOR THE ACQUISITION AND DEVELOPMENT OF AN OUTDOOR
STORAGE PREMISES ON CERTAIN REAL PROPERTY**

(PINs 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

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

on _____, 2019

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING ENTRY INTO A DEVELOPMENT AGREEMENT
AND PURCHASE AND SALE AGREEMENT WITH RANDY A. ALDERSON
PROVIDING FOR THE ACQUISITION AND DEVELOPMENT OF AN OUTDOOR
STORAGE PREMISES ON CERTAIN REAL PROPERTY**

(PINs 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001)

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

WHEREAS, the Village has authority, pursuant to 65 ILCS 5/11-76-2 to sell property owned by the Village, which the corporate authorities may deem necessary and desirable and in the public interest; and

WHEREAS, the Village owns approximately +/- 2.5 acres of vacant and unimproved unimproved, irregularly-shaped property located in the Village's C-5 Highway Commercial zoning district between the Union Pacific ("UP") and Burlington Northern Santa Fe ("BNSF") railroad tracks, north of 2nd Street and south of 4th Street, Coal City, Grundy County, Illinois;

WHEREAS, the Village enacted Ordinance 19-03 on January 23, 2019 and Ordinance 19-17 on June 12, 2019, collectively declaring certain real property bearing PINs 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001 and legally described in **Exhibit A**, which is attached hereto and incorporated by reference as though fully set forth herein (the "Property") to be surplus real property and authorizing the sale of all or a part of the Property;

WHEREAS, 65 ILCS 5/11-76-2 provides that a notice of the sale of such property shall be published once each week for three (3) successive weeks in a newspaper published in the County in which the Property is located; and

WHEREAS, such publication shall be not less than thirty (30) days before the date provided in the notice for the opening of bids for the real estate; and

WHEREAS, after due notice by publication in the *Coal City Courant* on June 19, 2019, June 26, 2019, and July 3, 2019, pursuant to and in accordance with the Illinois Municipal Code, the Village received three (3) bids for the Property prior to the July 23, 2019 deadline; and

WHEREAS, on July 24, 2019, the Corporate Authorities opened the bids at their regular Board meeting; and

WHEREAS, the Village received three bids to acquire the Property; and

WHEREAS, the Village considered the bids at a Finance Committee meeting on August 1, 2019; and

WHEREAS, at a regular Village Board meeting conducted on August 14, 2019, the Village Board enacted Ordinance 19-23 (the "Property Sale Ordinance"), selecting the bid of Randy A. Alderson ("Alderson") by a unanimous 6 – 0 vote of the trustees as the bid in the best interest of the Village;

WHEREAS, the Property Sale Ordinance authorized and directed the sale of the Property to Alderson contingent upon the parties entering into (i) a development agreement governing the development and operation of Alderson's project on the Property and (ii) a purchase and sale Agreement governing the terms of sale of the Property; and

WHEREAS, the Village and Alderson have negotiated the terms of a development agreement and purchase and sale agreement;

WHEREAS, the Corporate Authorities have reviewed the above-referenced agreements, find them to be consistent with the previously-awarded bid and in furtherance of the Village's development objectives for the Property and in furtherance of the public health, safety, and welfare.

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

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

SECTION 2. Development Agreement Approval. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Development Agreement By and Between the Village of Coal City and Randy Alderson attached hereto as **Exhibit B** and incorporated by this reference as though fully set forth herein (the “**Development Agreement**”) and the Village Clerk to affix the Village seal thereto and to attest the executed Development Agreement following the Village President’s signature as may be required. Following execution, the Village Clerk is further authorized and directed to record the Development Agreement at the Grundy County Recorder of Deeds following mutual execution by all parties.

SECTION 3. Purchase and Sale Agreement Approval. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Purchase and Sale Agreement Agreement attached hereto as **Exhibit C** and incorporated by this reference as though fully set forth herein (the “**Sale Agreement**”) and the Village Clerk to affix the Village seal thereto and to attest the executed Sale Agreement following the Village President’s signature as may be required.

SECTION 4. Authorization of Consistent Acts. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of this Ordinance, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Ordinance. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 5. Resolution of Conflicts. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 7. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2019, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1

All that portion of Lots 13 and 14 in Block Nine (9) in the Village of Coal Branch Junction as shown by the plat thereof recorded in the Recorder's Office of Grundy County, lying southeast of the Atchison, Topeka and Santa Fe right of way.

PARCEL 2

All of Block Sixteen (16) lying southeast of the Atchison, Topeka and Santa Fe Railway right of way in the Village of Eileen, Grundy County, Illinois.

PARCEL 3

Lot 7 in Block 22, situated in the Village of Eileen as shown by the plat thereof, situated in the Township of Felix, and recorded May 2, 1883, in Plat Book B, pages 18 and 19 in the Land Records of Grundy County, Illinois.

PARCEL 4

All that portion of Lots 5 and 6 lying southeast of the Atchison, Topeka and Santa Fe Railway right of way in Block 22, situated in the Village of Eileen as shown by the plat thereof, situated in the township of Felix, and recorded May 2, 2883, in Plate Book B, pages 18 and 19 of the Land Records of Grundy County, Illinois.

Permanent Index Numbers (PINs): 06-35-453-002, 06-35-431-002 (part of) and
06-35-454-001

EXHIBIT B

DEVELOPMENT AGREEMENT

Attached on following Pages

***AFTER RECORDING
RETURN TO:***

Mark R. Heinle, Esq.
ANCEL GLINK, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

DEVELOPMENT AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

RANDY A. ALDERSON

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, inclusive of Exhibits A - C (cumulatively, the "**Agreement**") is made and shall be effective on the date last subscribed below ("**Effective Date**") by and among the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois ("**Village**"), and Randy A. Alderson, a natural person residing at 390 N. 2nd Avenue, Coal City, IL 60416 ("**Developer**"). The Village and the Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Village is an Illinois municipal corporation located in Grundy and Will Counties, Illinois, is organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois; and

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

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

WHEREAS, the Village is desirous of promoting economic development within the Village by facilitating the development of an unimproved and under-utilized area of the Village; and

WHEREAS, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration by promoting the development of property, thereby increasing real estate tax revenue within the Village, and providing housing opportunities for residents; and

WHEREAS, the Village owns approximately +/- 2.5 acres of vacant and unimproved, irregularly-shaped property located in the Village's C-5 Highway Commercial zoning district between the Union Pacific ("**UP**") and Burlington Northern

Santa Fe ("BNSF") railroad tracks, north of 2nd Street and south of 4th Street, Coal City, Grundy County, Illinois; and

WHEREAS, the Village enacted Ordinance 19-03 on January 23, 2019 and Ordinance 19-17 on June 12, 2019, collectively declaring certain real property bearing PINs 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001 and legally described in **Exhibit A**, which is attached hereto and incorporated by reference as though fully set forth herein (the "**Property**") to be surplus real property and authorizing the sale of all or a part of the Property pursuant to a public bidding process in accordance with 65 ILCS 5/11-76-2;

WHEREAS, the Village Board selected the bid submitted by Developer as the winning bid and conditionally directed the sale of the Property to Developer, contingent upon the Parties entering into a development agreement governing the development and operation of the Property and a Purchase and Sale Agreement governing the sale of the Property; and

WHEREAS, the Developer is proposing developing the Property by grading it, installing a crushed-stone base and developing an open-air storage premises for the storage of marine and recreational motor vehicles on the Property, with eventual phasing in of security fencing, metal lighted poles and security cameras, all as more particularly set forth in, and in substantial accordance with, the plans and specifications that may be approved by the Village Board in a lawfully adopted ordinance granting zoning relief ("**Zoning Approval Ordinance**") or other project approvals (cumulatively, the "**Storage Project**");

WHEREAS, the Storage Project qualifies as a "storage garage" within the meaning of Section 156-3 of the Village Code, which is a conditionally permitted use in the host C-5 zoning district, and features associated outdoor storage associated with that conditional use;

WHEREAS, the Village and Developer have negotiated certain terms and conditions regarding the development of the Property; and

WHEREAS, the Village and the Developer desire that the Property be developed, constructed and operated in compliance with this Agreement, the Zoning Approval Ordinance, and any law, statute, ordinance, rule, regulation, order or determination of any governmental authority affecting the Storage Project, or the Property, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws, health laws and environmental laws and regulations ("**Applicable Laws**"); and

WHEREAS, the President and Trustees of the Village (the "**Corporate Authorities**") find that the Storage Project promotes the Village's economic development objectives of transforming underutilized properties into higher and more productive uses and increasing property tax revenues; and

WHEREAS, the Developer has not requested public funds or property tax incentives as inducements to develop the Property; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have found and determined that it is necessary and appropriate for the successful completion of the Storage Project that the Village enter into this Agreement with the Developer to provide for the development of the Property, and further, that the zoning, redevelopment, and use of the Property pursuant to and in accordance with this Agreement and the Zoning Approval Ordinance is in the best interest of the Village and that it is advisable, necessary and in the best interests of the Village's public health, safety and welfare to enter into this Agreement and the obligations provided herein in support of the Storage Project; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village; and

WHEREAS, this Agreement has been submitted to the Developer for review and consideration and the Developer has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Developer; and

WHEREAS, the Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement are absolute and unconditional, except where specifically provided to the contrary herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties hereby agree as follows:

1. **Incorporation.** The foregoing Recitals are the findings of the Parties, accurate and incorporated into this Section 1 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. **Parties.** This Agreement is entered into by and between the Village and the Developer.
3. **Effective Date.** This Agreement becomes effective on the date that both Developer and the Village have executed this Agreement ("**Effective Date**").
4. **Term of Agreement.** The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate upon the earliest to occur of (i) the satisfaction of all obligations the respective Parties hereunder; (ii) such time when each of the Parties executes a written addendum providing for the early termination of the Agreement for any reason or no reason; (iii) Developer's election to not close on the purchase of the Property;

or (iv) either Party terminating the Agreement following an Event of Default by the other, as defined herein.

5. Developer Obligations. Developer, in consideration for the receipt of the promises and inducements contained herein, agrees to:

A. Acquisition of Property. Within sixty (60) days of the Effective Date, the Developer shall close on and acquire fee simple title to the Development Property. The Village agrees to convey title to the Property to the Developer, and Developer agrees to take title from the Village in accordance with the terms and conditions of the Purchase and Sale Agreement, attached hereto as Exhibit B (the "**Sales Contract**"), subject to and within thirty (30) days after the occurrence of all of the following:

- a. Satisfaction of such conditions to closing as set forth in the Sales Contract; and
- b. The Village granting Zoning Approvals to the Developer for the development, construction and operation of the Project in the Property in substantial accordance with the Preliminary Plans.

If the Property has not been conveyed to the Developer in accordance with this Agreement by January 1, 2020 and the Village is not in Default, the Village may, exercising its sole discretion, terminate this Agreement and all of the Parties' rights and obligations hereunder.

The Village is conveying the Property to Developer "AS IS, WHERE IS, WITH ALL FAULTS" and does not make any warranty or representation to Developer about the condition of the Property or its fitness for any particular purpose or use whatsoever.

B. Obtain Zoning Approvals. Prior to the Village's conveyance of the Property to the Developer, but in no event later than fifteen (15) days after the Effective Date, the Developer shall, in his capacity as a contract purchaser of the Property, apply for a conditional use permit and for such other and further zoning relief and entitlements as may be necessary to develop the Storage Project on the Property in substantial accordance with the preliminary development plans set forth in Developer's bid. Developer shall obtain all required zoning approvals for the Storage Project prior to and as a condition precedent to the Village's obligation to convey and transfer the Property to Developer under the Sales Contract.

C. Regulations Controlling Development of the Property. Except for minor alterations approved by the Village Director of Building and Zoning, Developer's construction, operation and development of the Property shall be pursuant to and in accordance with the following:

- 1) This Agreement;
- 2) The Zoning Approval Ordinance;
- 3) The Zoning Code; and
- 4) All Applicable Laws in effect as of the Effective Date.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

D. Construction Schedule.

- 1) Commence the Storage Project within one hundred eighty (180) days of closing on the acquisition of the Property (the "**Closing Date**"). Commencing the Project ("**Project Commencement**") shall mean, at minimum, that Developer has: (i) submitted completed applications and payments for all necessary building permits and approvals as may be required by Village ordinance or other local regulation or other Applicable Laws and (ii) begun earthwork. The first date on which both of the foregoing steps have been performed shall be known as the "**Commencement Date**".
- 2) Construct or cause Contractors to begin construction immediately following Project Commencement and continue without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Project to "**Substantial Completion**," defined as the completion of the Storage Project consistent with the approved and permitted plans, as verified by the Village through issuance of a certificate of occupancy or inspection. Developer shall cause Substantial Completion to occur within thirty (30) months of the Commencement Date, provided that the Parties understand and agree that final completion of the Storage Project may involve electrical service, installation of lights, security cameras and perimeter fencing at a later date.

E. Construction Standards.

- 1) Developer will maintain all streets and other public property adjacent to the Property in a good and clean condition during development of the Property and construction of the Storage Project. Further, Developer will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer, and will repair any damage to public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer. Within a reasonable period of time, but in

no event more than 12 hours after the Village gives Developer notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property adjacent to the Property deposited by Developer or any agent of or contractor hired by, or on behalf of, Developer, Developer neglects to clean, or undertake with due diligence to clean, the affected public property, then the Village will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from Developer costs or charges reasonably incurred by the Village to perform the cleaning.

- 2) The Village may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Property for construction traffic. The Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic.
- 3) All construction vehicles, including, without limitation, passenger vehicles and construction equipment, shall be parked on privately owned property or as otherwise designated by the Village.
- 4) Developer will exercise his best efforts to minimize traffic closures and disruptions on streets adjacent to the Property during construction. No traffic closures may occur without the Village's prior approval of a reasonable traffic control plan prepared by the Developer.

F. Property Taxes. Developer shall timely pay all property taxes when due from and after the Closing Date.

G. Compliance. Developer shall not cause the violation of any Applicable Laws, including but not limited to the Agreement, the Village's building regulations or adopted technical codes governing buildings, building systems, life safety, or property maintenance or zoning ordinances, or business licensing regulations. The Parties agree that liability for any violations of the foregoing caused by or arising out of the actions or inactions of a lessee operating the Restaurant or Complimentary Commercial Use shall not be attributed to Developer and that no such violations ("**Lessee Violations**") shall constitute a Default, as such term is defined herein, of this Agreement.

6. Village Obligations. Village, in consideration for the receipt of the promises and inducements contained herein, agrees to:

A. Zoning Approvals.

- 1) The Village shall promptly process and consider reasonable requests by Developer for zoning approvals and such other permits, curb cuts and other approvals necessary to allow the development of the Property in substantial

accordance with Developer's bid and to construct, equip and operate an outdoor marine and recreational motor vehicle storage area on the Property. The Village shall further process and consider the issuance of all requisite permits and land use and construction approvals as shall be necessary or appropriate to construct and operate the Storage Project on the Property, provided that Developer submits completed petitions and applications and supporting materials for such permits and approvals and pays all fees required under applicable Village ordinances, standards, rules, and regulations, and further provided that Developer makes any design, landscaping, engineering, stormwater detention, drainage, traffic pattern, site plan or other modifications as may be required as a condition of issuing approvals or the various permits and approvals described herein.

- 2) The Village shall, in addition, respond to each request for a building permit or certificate of occupancy within not more than thirty (30) days of the submission of an application therefor. If the Village does not approve such application and issue such permit or certificate in such period, it shall within such 30-day period provide the Developer with detailed written instructions on the insufficiencies of or errors in such application why such permit or certificate was not approved or issued. If the Village neither approves such application and issues such permit or certificate nor provides such detailed written instructions within forty-five (45) days of said submission, such application shall be deemed approved and the permit or certificate deemed issued. The foregoing shall apply to any supplementary, subsequent or amended permit application, request for certificate of occupancy or submittals by Developer, but the response periods shall be reduced from 30 days and 45 days to fifteen (15) days and twenty (20) days respectively. Notwithstanding the foregoing, the Parties acknowledge and agree that the Village may retain the services of an independent, third-party consultant to review, on the Village's behalf, Developer's permit applications and, in such case, the review periods set forth in this subsection shall not apply and there shall be no deemed approval, but rather the Village shall be required to promptly provide any approvals, denials, comments, questions, requests for supplementation or other responses from such third-party consultant to Developer. In the event that the Village retains an independent, third-party consultant to perform a review of Developer's plans or permit applications, Developer shall be responsible, as a condition precedent to the issuance of a Village permit authorizing the proposed work, for paying any and all charges reasonably incurred by the Village in having the plans and specifications independently reviewed by an independent, third party consultant on the Village's behalf as a condition precedent of the Village processing any permit application authorizing the proposed work.

B. Convey Property. The Village is the owner in fee simple of the Property. The Parties restate the respective obligations of the Parties set forth in Section 5(A) as though fully set forth herein.

6. **Force Majeure.** Where this Agreement contains provisions which provide for certain time periods within which actions must occur or be completed, it is understood and agreed by the Parties that such deadlines are subject to extension for Force Majeure as herein defined. "**Force Majeure**" shall be defined as set forth in Subsection (A) below, and shall expressly exclude the situations set forth in Subsection (B) below:

A. Means any event which:

- 1) Is beyond the reasonable control of and without the fault of the Party relying thereon; and
- 2) Occurs after the Effective Date of this Agreement; and
- 3) Is one or more of the following events;
 - i. Insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;
 - ii. Epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar act of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered in the area of the Property;
 - iii. Strikes, labor disputes, or work stoppages;
 - iv. Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Laws and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;
 - v. Vandalism; or
 - vi. Terrorist acts.

B. Force Majeure shall not include:

- i. Economic hardship;
- ii. Shortage or unavailability of materials unless there is no reasonable substitute;
- iii. Acts, events or other matters arising out of violations by Developer or the lessee or operator of the Restaurant or Complimentary Commercial Use of any Applicable Laws;
- iv. Failure of performance by a contractor, except insofar as such contractor's failure is caused by events which are Force Majeure as to the contractor; or
- v. Any act or omission committed, omitted, or caused by Developer, or Developer's employees, officers or agents or a subsidiary, affiliate or parent of Developer, or by any corporation or other business entity that holds a controlling interest in Developer, whether held directly or indirectly.

For each day that the Village or Developer is delayed by a Force Majeure event, the dates set forth in this Agreement shall be extended by one (1) day.

8. Responsibility for Costs.

A. The Parties shall enter into a Recoverable Costs Agreement in substantially the form attached hereto as **Exhibit C**.

B. Except as otherwise explicitly provided herein, Developer shall pay the Village any and all costs, expenses and fees, as and when customarily charged by the Village to a property owner or developer pursuant to duly enacted ordinances, including, but not limited to permit fees for any and all permits required in connection with the design, planning, construction, completion, use and occupancy of the Storage Project, inspection fees, business licenses, sign permits, building permits, electrical and plumbing permits, any and all real property taxes, or any sales or utility taxes that may come due the Village from time to time customarily charged by the Village pursuant to duly enacted ordinances as they may exist as of the Effective Date and as they may be changed from time to time hereafter. In addition to the foregoing, Developer shall be responsible for the fees of any other entity with jurisdiction over the development of the Storage Project on the Property. By way of clarification and not of limitation, the Parties acknowledge and agree that Developer shall be liable for any real property taxes that may now or hereafter come due for the Property during Developer's term of ownership of the Property, it being mutually understood that the Property will not be exempt from such taxes following the Closing Date.

C. Except as otherwise provided herein, each Party shall be responsible for paying its own attorneys' fees in connection with the negotiation and drafting of the Agreement, the Sales Contract, and in connection with the real estate closing or otherwise related directly to the real estate transaction, and any other costs or expenses associated

herewith. In addition to the foregoing, Developer shall be responsible for valid fees of any other entity with jurisdiction over the development of the Property.

10. Liability, Indemnity of Village, and Insurance.

- A. Village Review.** Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of the Storage Project, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of those plans and the issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Developer, or any of his heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.
- B. Village Procedure.** The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.
- C. Indemnity.** The Developer agrees to hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, or certificate; and (iii) Developer's construction of the Storage Project.
- D. Defense Expense.** The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification or to be held harmless within ten (10) days of obtaining notice of a claim. Developer shall have the right to hire counsel of his choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense of the claim. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waive any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event that the Village retains defense of any claim the Developer shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, incurred by the Village in defending itself with regard to any and all of the claims, provided that Developer shall have the right to participate in said defense and approval of any settlement of a claim.

10. Defaults.

A. Procedure for Declaring Defaults. Unless otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement ("**Default**"), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "**Event of Default.**" No Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. No Default by Developer or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default. Upon an Event of Default of this Agreement, any of the Parties, in any court of competent jurisdiction in Grundy County, Illinois, by an action or proceeding in law or equity, may pursue any and all remedies available at law and in equity, including but not limited to a writ of mandamus, injunction, declaratory judgment or the specific performance of the covenants and agreements herein contained, any monetary damages and any and all other remedies other provided by law or equity. In addition, the party prevailing in any litigated dispute arising out of this Agreement shall be entitled to also recover as damages its reasonable attorneys' fees and costs from the non-prevailing party.

C. No Waiver of Right to Enforce. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

11. GENERAL PROVISIONS.

A. Continuity of Obligations.

- 1) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.
- 2) The rights and liabilities of the Developer named herein shall not be assigned without the prior written approval of the Village, which approval shall not be unreasonably withheld provided that a reasonable demonstration shall be made by the Developer of the proposed transferee's or assignee's ("**Village Approved Assignee**") experience and financial capability to undertake and

perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement without the consent of the Village to a special purpose entity created by Developer, and such unconsented assignment shall be deemed a Village Approved Assignee, provided that Developer (i) gives the Village prior written notice of such assignment and updated contact information pursuant to the notice provisions set forth in Section 11(b) hereof, (ii) delivers to the Village an instrument evidencing such assignment, and (iii) Developer owns or controls at least 51% of the assignee. Provided that the Village Approved Assignee assumes all of Developer's obligations under this Agreement in writing ("**Assignment and Assumption Agreement**"), then upon the effective date of the assignment of this Agreement to a Village Approved Assignee, Developer shall be released from all obligations under this Agreement.

- 3) Developer acknowledges and agrees that the obligations assumed by him under this Agreement shall be binding upon him and, except as limited aforesaid, any and all of his respective heirs, successors, and permitted assigns and the successor record owners and/or successor developers of all or any portion of the Property. To assure that such heirs, successors and permitted assigns have notice of this Agreement and the obligations created by it, Developer and agrees that this Agreement shall be recorded against the Property at the Grundy County Recorder of Deeds.
- 4) Upon each sale or conveyance of the Property to a Village Approved Assignee, such Village Approved Assignee shall be bound by and be entitled to the benefits of this Agreement with respect to the Property. The Village hereby covenants and agrees that the Village, upon the Village's consent to such assumption, shall release the predecessor in interest from its obligations under this Agreement, except that Developer agrees not to sell or convey any part of the Property except to a Village Approved Assignee until the Storage Project achieves final completion.

B. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("email"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Email notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided

in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Paragraph, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Developer: Randy A. Alderson
390 N. 2nd Avenue
Coal City, IL 60416
Email: randyalderson@att.net

With a copy to: _____

If to Village: Village of Coal City
515 S. Broadway
Coal City, IL 60416
Attention: Village Administrator

With a copy to: Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563
Email: mheinle@ancelglink.com

or to such other address as either party may from time to time designate by written notice to the other party.

C. Counterparts. This Agreement may be executed in any number of counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute but one (1) Agreement.

D. Severability. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.

E. Headings. The captions at the beginning of the paragraphs are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

- F. Entire Agreement.** This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter contemplated hereunder, and all prior or contemporaneous agreements, understandings, representations and warranties are deemed merged into this Agreement. This Agreement may only be amended or modified by a written instrument signed by both Parties to this Agreement.
- G. Implementation.** The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
- H. Governing Law.** This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Grundy County, Illinois. This Agreement is made pursuant to and in accordance with the provisions of the Constitution of the State of Illinois, other applicable provisions of the Illinois compiled statutes, and all applicable Village ordinances, resolutions, rules and regulations.
- I. Copies.** A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.
- J. Drafting.** Each Party acknowledges that its legal counsel participated in the preparation and drafting of this Agreement, and that each has been or has had the opportunity to be represented by counsel of its own choice throughout all negotiations which preceded the execution of this Agreement, and that they have executed this Agreement with the consent and upon the advice of said counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any addenda, amendments or exhibits thereto to favor any party against the other.
- K. Time of the Essence.** Time is of the essence in the performance of this Agreement. Coal City shall be responsible for contacting Scaggs' to obtain its execution of this Agreement and of any and all other documents necessary to effect the terms of this Agreement.
- L. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

M. Non-Waiver. The Parties will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of any Party to exercise at any time any right granted to it will not be deemed or construed to be a waiver of that right, nor will the failure void or affect any Government's right to enforce that right or any other right.

N. Exhibits. Exhibits A through C attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Warranties.

- 1) The Village hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.
- 2) The Developer hereby represents and warrants he has full power to execute and deliver and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as of the Effective Date.

“VILLAGE”:

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: _____

Terry Halliday,
Village President

Date: _____

(SEAL)

Attest:

Pamela Noffsinger,
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terry Halliday, President of the VILLAGE OF COAL CITY, and Pamela Noffsinger, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

“DEVELOPER”:

RANDY A. ALDERSON

Date: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Randy A. Alderson (“Developer”), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

EXHIBIT A

PARCEL 1

All that portion of Lots 13 and 14 in Block Nine (9) in the Village of Coal Branch Junction as shown by the plat thereof recorded in the Recorder's Office of Grundy County, lying southeast of the Atchison, Topeka and Santa Fe right of way.

PARCEL 2

All of Block Sixteen (16) lying southeast of the Atchison, Topeka and Santa Fe Railway right of way in the Village of Eileen, Grundy County, Illinois.

PARCEL 3

Lot 7 in Block 22, situated in the Village of Eileen as shown by the plat thereof, situated in the Township of Felix, and recorded May 2, 1883, in Plat Book B, pages 18 and 19 in the Land Records of Grundy County, Illinois.

PARCEL 4

All that portion of Lots 5 and 6 lying southeast of the Atchison, Topeka and Santa Fe Railway right of way in Block 22, situated in the Village of Eileen as shown by the plat thereof, situated in the township of Felix, and recorded May 2, 1883, in Plate Book B, pages 18 and 19 of the Land Records of Grundy County, Illinois.

Permanent Index Numbers (PINs): 06-35-453-002, 06-35-431-002 (part of) and
06-35-454-001

EXHIBIT B

Purchase and Sale Agreement

Attached on Following pages

EXHIBIT C

Recoverable Costs Agreement

ATTACHED ON FOLLOWING PAGES.

EXHIBIT C

Purchase and Sale Agreement

Attached on following Pages

ENGINEERS • SURVEYORS • PLANNERS

August 23, 2019

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

SUBJECT: Village of Coal City
5th Avenue Storm Sewer
& Watermain Improvements
Pay Request #2 & Final

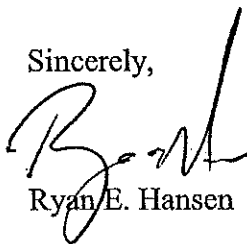
Dear Mayor Terry Halliday:

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

Original Contract Amount:	\$	113,708.00
Completed Amount:	\$	122,577.88
Previous Payments:	\$	110,320.09
0% Retention	\$	-
	\$	<u>12,257.79</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of
\$12,257.79 be made to Brandt Excavating, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

PERU OFFICE:

JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICHETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

OTTAWA OFFICE:

DEAN A. CHALKEY, C.F.M. • STEVEN J. WASILEWSKI, P.E. • MICHAEL W. SOENKSEN, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S. • TIMOTHY R. HEINY, P.E. • CASEY J. McCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 2 & Final Date August 23, 2019

Payable to: Brandt Excavating, Inc

365 Hoover Street

Morris, IL 60450

Client Village of Coal City

515 South Broadway, Coal City, IL 60416

Project Village of Coal City

5th Avenue Storm Sewer

& Watermain Improvements

[illegible]

Dated

By

CHAMLIN
ASSOCIATES, INC.

Peru, Ottawa, & Morris Illinois

Total Value of Completed Work	\$	122,577.88
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Deduct	0% To Be Retained	\$	-
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Balance on Completed Work	\$	122,577.88
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Prev. Pay. Made to Contractor	\$	110,320.09
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Net Amt. Due - This Estimate	\$ 12,257.79
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MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 28, 2019

**RE: FINAL GRANT PAYMENT APPROVALS – COALER LIFT STATION
REPLACEMENT PROJECT**

The Village has been the beneficiary of DCEO/Ike Funding for construction of a gravity line sewer at the Coaler Lift Station. Final grant distributions for these projects must be completed prior to September 1st. Below are three different expenditures for services rendered to date related to the Coaler Lift Station Replacement Project. These three approvals, totaling \$944,710.38 will expend all remaining allotted funds for Coal City related to this project and being managed by Grundy County.

Previously, Stott Construction had been paid with a portion of the local match set aside for this project. Any remaining local match in excess of the funds to be expended from these payments shall be made at the next Regular Meeting since construction will be completed by September 1st. Ryan Hansen has prepared the payment approvals as follows –

Stott Construction	\$733,764.66
D Construction	\$129,656.35
Chamlin Engineering	\$ 81,289.37

Recommendation:

Approve payments to vendors who have provided services for the Coaler Lift station Replacement Project as stated above, totaling \$944,710.38.

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 2 Date August 23, 2019
 Payable to: Stott Contracting LLC
6630 Ashton Road
Morris, Illinois, 60450

Client Village of Coal City
515 South Broadway, Coal City, IL 60416
 Project VILLAGE OF COAL CITY
COALER STREET SANITARY SEWER EXTENSION

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
	BASE BID						
1	Sidewalk Removal	S.F.	800	\$ 2,000.00	778.4	2.50	\$ 1,946.00
2	Lift Station Demolition	L. SUM	1	\$ 30,000.00	0	30,000.00	\$ -
3	PCC Sidewalk, 5 Inch	S.F.	800	\$ 9,200.00		11.50	
4	Driveway Removal And Replacement PCC, 7"	S.Y.	30	\$ 2,610.00		87.00	
5	Driveway Removal And Replacement Agg. Surf.	S.Y.	68	\$ 1,496.00	68	22.00	\$ 1,496.00
6	Temporarily Remove Fire Hydrant And Reinstallation	EA.	1	\$ 4,200.00		4,200.00	
7	Sanitary Manhole Ty. A, 5' Dia Ty. 1 Fr. & C. Lid	EA.	11	\$ 86,036.50	11	7,821.50	\$ 86,036.50
8	Sanitary Manhole Ty. A, 5' Dia Ty. 1 Fr. & C. Lid,	EA.	3	\$ 27,394.50	3	9,131.50	\$ 27,394.50
9	Sanitary Manhole Ty. A, 4' Dia Ty. 1 Fr. & C. Lid	EA.	2	xx	xx	XX	xx
10	8" PVC SDR-26 Sanitary Sewer	L.F.	77	\$ 4,928.00	77	64.00	\$ 4,928.00
11	21" PVC SDR-26 Sanitary Sewer	L.F.	3450	\$ 430,905.00	3316	124.90	\$ 414,168.40
12	8" PVC SDR-26 Sanitary Sewer Water Tight Plug	EA.	2	\$ 250.00	2	125.00	\$ 250.00
13	21" PVC SDR-26 Sanitary Sewer Water Tight Plug	EA.	1	\$ 225.00	1	225.00	\$ 225.00
14	Sanitary Service Connection	EA.	6	\$ 24,558.00	6	4,093.00	\$ 24,558.00
15	Trench Backfill	C.Y.	1100	\$ 37,400.00	902	34.00	\$ 30,668.00
16	Silt Fence	L.F.	100	\$ 300.00	100	3.00	\$ 300.00
17	Parkway Restoration, Sodding	S.Y.	300	\$ 7,500.00		25.00	
18	Parkway Restoration, Seeding	S.Y.	1500	\$ 19,500.00		13.00	
19	Class D Patch, 6"	S.Y.	100	\$ 8,000.00		80.00	
20	Topsoil Excavation And Placement, 18"	S.Y.	3500	\$ 31,850.00	1806	9.10	\$ 16,434.60
21	Aggregate Bike Path Repair, 6"	S.Y.	50	\$ 1,000.00	50	20.00	\$ 1,000.00
22	Exploration Trench	L.F.	50	\$ 2,000.00	50	40.00	\$ 2,000.00
23	Miscellaneous Tile Repair	L.F.	100	\$ 3,000.00	100	30.00	\$ 3,000.00
24	Tree Removal, Over 15"	IN. DIA.	30	\$ 9,000.00	30	300.00	\$ 9,000.00
25	Combination Concrete Curb And Gutter M.3-18	L.F.	50	\$ 2,000.00		40.00	
26	Comb. Curb Gutter Removal	L.F.	50	\$ 750.00	49	15.00	\$ 735.00
27	Inlet And Pipe Protection	EA.	9	\$ 2,250.00	9	250.00	\$ 2,250.00
28	Bypass Pumping	L. SUM	1	\$ 20,000.00	1	20,000.00	\$ 20,000.00
	TOTAL BASE BID			\$ 768,353.00			\$ 646,390.00
	ALTERNATE #1						
1	Inlets, Type A, Type 1 Frame, Open Lid	EACH	4	\$ 7,720.00	4	1,930.00	\$ 7,720.00
2	Precast Reinforced Concrete Flared End Sections 12"	EACH	1	\$ 1,020.00	1	1,020.00	\$ 1,020.00
3	Storm Sewers, Class B, Type 2, 10"	FOOT	200	\$ 11,200.00	200	56.00	\$ 11,200.00
4	Storm Sewers, Class B, Type 2, 12"	FOOT	545	\$ 27,386.25	545	50.25	\$ 27,386.25
5	Inlet And Pipe Protection	EACH	5	\$ 1,250.00	5	250.00	\$ 1,250.00
	TOTAL ALTERNATE #1			\$ 48,576.25			\$ 48,576.25

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 2 Date August 23, 2019

Payable to: Stott Contracting LLC
6630 Ashton Road
Morris, Illinois, 60450

Client	Village of Coal City
	515 South Broadway, Coal City, IL 60416
Project	VILLAGE OF COAL CITY
	COALER STREET SANITARY SEWER EXTENSION

[illegible]

Dated _____

By _____

CHAMLIN &
ASSOCIATES, INC.

Peru, Ottawa, & Morris Illinois

Total Value of Completed Work	\$	772,383.85
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Deduct	5% To Be Retained	\$	38,619.19
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Balance on Completed Work	\$	733,764.66
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Prev. Pay. Made to Contractor	\$	-
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Net Amt. Due - This Estimate	\$	733,764.66
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ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 Date August 23, 2019

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

COALER STREET SANITARY SEWER EXTENSION

ALTERNATE #3

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
	Alternate #3						
1	Combination Concrete Curb & Gutter M,3-18	L.F.	850	\$ 21,250.00	850	25.00	\$ 21,250.00
2	Aggregate Sub-Grade Improvement	TON	1666	\$ 41,650.00	1666	25.00	\$ 41,650.00
3	Geotechnical Roadway Fabric	S.Y.	1666	\$ 3,332.00	1666	2.00	\$ 3,332.00
4	HMA Blnder Course (3 1/2")	TON	320	\$ 26,240.00	320	82.00	\$ 26,240.00
5	HMA Surface Course (1 1/2")	TON	150	\$ 12,900.00	150	86.00	\$ 12,900.00
6	Earth Excavation	C.Y.	610	\$ 15,250.00	610	25.00	\$ 15,250.00
7	Pavement Removal, Full Depth	S.Y.	182	\$ 1,820.00	182	10.00	\$ 1,820.00
8	Combination Concrete Curb & Gutter Removal	L.F.	8	\$ 200.00	8	25.00	\$ 200.00
9	Removal & Disposal Of Unsuitables	C.Y.	200	\$ 4,000.00	200	20.00	\$ 4,000.00
10	Porous Granular Embankment	C.Y.	200	\$ 8,000.00	200	40.00	\$ 8,000.00
TOTAL				\$ 134,642.00			\$ 134,642.00

Dated 8/23/19

By K. M. L.

CHAMLIN
ASSOCIATES, INC.

Peru, Ottawa, & Morris Illinois

Total Value of Completed Work	\$	134,642.00
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Deduct	5% To Be Retained	\$	4,985.65
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Balance on Completed Work	\$	129,656.35
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Prev. Pay. Made to Contractor	\$	-
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Net Amt. Due - This Estimate	\$	129,656.35
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INVOICE

Please Remit Payment to:
 Chamlin & Associates, Inc.
 221 W. Washington Street
 Morris, IL 60450

BILL TO

Village of Coal City
 515 South Broadway
 Coal City, IL 60416

INVOICE #	DATE
3019676	8/22/2019
PROJECT #	TERMS
5797.00	Net 30 Days
Coaler Lift Station Elimination and Oak Street Improvement	

Professional Services Thru August 11, 2019

Services include the preparation of plans, specifications, and estimates for the construction of sanitary sewer, storm sewer, and Oak Street extension as per proposal dated February 3, 2018. Also includes the inspection of storm sewer, sanitary sewer, and water main as per the approved proposal. To date the contractor has installed 100% of storm sewer, 50% of sanitary sewer, and 50% of water main.

	Total Per Task	% Complete	Amount
TASK 1 Project Survey and Base Sheets	\$12,000.00	100%	12,000.00
TASK 2A Plans, Specifications, and Estimates (Sanitary Sewer)	\$17,000.00	100%	17,000.00
TASK 2B Plans, Specifications, and Estimates (Storm Sewer)	\$4,500.00	100%	4,500.00
TASK 2C Plans, Specifications, and Estimates (Oak Street)	\$8,500.00	100%	8,500.00
TASK 3 Utility Coordination	\$1,000.00	100%	1,000.00
TASK 4 Geotechnical Investigation	\$3,000.00	100%	3,000.00
TASK 5 Blding Assistance	\$1,000.00	100%	1,000.00
TASK 6 Construction Observation	\$38,000.00	63%	24,049.37
TASK 7 Watermain Design	\$6,784.00	100%	6,784.00
TASK 8 Easement & Right-of-Way Plats & Legal Descriptions	\$3,456.00	100%	3,456.00
Total			81,289.37
Previously Billed			(76,240.00)
Final Total			\$5,049.37
Past due charges are subject to 18% interest per annum.			

Thank you for your business!

3017 Fifth Street
 Peru, IL 61354
 (815) 223-3344

218 W. Lafayette Street
 Ottawa, IL 61350
 (815) 434-7225

221 W. Washington Street
 Morris, IL 60450
 (815) 942-1402

Coal City Police Department
Weekly Summary of Activities
Thursday 08-08-19 – Wednesday 08-14-19

During this period, there were 51 calls for service, 24 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

08-10-19 at 9:37 PM, Police responded to S. Broadway St. business for a dispute between a patron and himself. The complainant stated the subject was outside of the business when he confronted them about being loud. The patrons became agitated and followed him back inside and the complainant called police due to concerns of his safety. The subject advised there would be no further problems as they were leaving town.

08-11-19 at 4:03 AM, police responded to a N. Shabbona St. residence for a domestic disturbance call. The complainant stated her husband was intoxicated and woke up her daughter and herself and they started to argue. She informed dispatch there are firearms in the residence and her husband did not have a valid FOID card. After locating the firearm and ammunition, police took possession of them for safekeeping. Police advised it would be in the best interest if the male called someone to pick him up and leave for the night but the male subject refused, and there were no further incidents.

08-12-19 at 3:52 AM, while on route patrol police observed graffiti spray-painted on the 200 block of N. Kankakee St. Police took pictures of the graffiti and advised maintenance to have it removed.

Arrest Incidents

Speeding	9
Disobeying a Traffic Control Device	2
Operating a hand held device while driving	1
Parking where prohibited on the sidewalk	1
Disobeying a Stop Sign	1
Suspended Registration	1
Operating an Uninsured Motor Vehicle	1
Domestic Battery	1
Operating a hand held device while driving in a School Zone	1

Coal City Police Department
Weekly Summary of Activities
Thursday 08-15-19 – Wednesday 08-21-19

During this period, there were 48 calls for service, 26 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

08-15-19 at 10:58 AM, SRO Imhof was monitoring lunch when a 15-year-old Coal City male and a 17-year-old Diamond male engaged in a fistfight in the lunchroom. Both students were on the ground fighting when the SRO pulled one off and held him on the ground until he calmed down. Both males were escorted to the police department was given a juvenile referral for battery and released to their parents.

08-16-19 at 6:58 AM, police responded to a Coal City business for a past tense burglary report. When police arrived, the front glass door to the business was broken out. An empty blue money pouch was found with an estimated 300 USAC taken. Police reviewed surveillance video and police are continuing to investigate this incident.

08-20-19 at 6:41 Police responded to a W. Elm St. apartment for a domestic disturbance call. The complainant she filed for an order of protection and he refused to leave stating he had not been served yet. Grundy County Sheriff personnel was reroute to the address to serve him. Once served he gathered his belongings and left the residence.

Arrest Incidents

Expired Registration	4
Operating a hand held device while driving	2
Disobeying a Traffic Control Device	1
Speeding	3
Speeding – School Zone	1
Possession of Cannabis < 10 grams	1
Possession of Drug Paraphernalia	1
Suspended Registration	1
No Valid D.L.	1
Operating an Uninsured Motor Vehicle	1
Warrant	1
Operating a hand held device while driving in a School Zone	1