

COAL CITY
VILLAGE BOARD MEETING
Wednesday, March 25, 2026
7:00 P.M.

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes
Budget Mtg. 03-11-2026
Regular Meeting 03-11-2026
4. Approval of Warrant List
5. Public Comment
6. Ordinance 26-06
Variance to Install fence and pool at
397 S. Di Paolo - Jennifer Lee
7. Ordinance 26-07
2026 Zoning Map
8. Preliminary reading of Proposed FY27 Budget
9. Approval of Professional Service Contract with Upland Design for Hunters Run Park

10. Approval of Professional Service Contract with Chamlin Engineering for Valerio & Will Road Construction Project
11. Report of the Mayor
12. Report of the Trustees
 - C. Lauterbur
 - B. Mincey
 - R. Bradley
 - P. Noffsinger
 - D. Greggain
 - D. Togliatti
13. Report of Village Clerk
14. Report of Village Attorney
15. Report of Village Engineer
16. Report of Chief of Police
17. Report of Village Administrator
18. Adjourn

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 25, 2026

**RE: GRANTING A VARIANCE FOR THE PLACEMNET OF A POOL
WITHIN THE CORNER SIDE YARD, 397 S. DIPAOLO**

Jennifer Lee, who resides at the northeast corner of DiPaolo & Elizabeth within a duplex residence would like to install an above ground swimming pool within her corner side yard, which would require the installation of a fence within the corner side yard as well. She is planning upon a 6' high fence and does not possess much back yard for the location of a pool. The specific location for eth pool was limited and conveyed as part of the conditions for which this variance was recommended for adoption to the Village Board. Both the pool and the fence are specifically prohibited within the village code to be placed within the corner side yard.

No one aside from the petitioner appeared to speak at the meeting regarding this request. All those in attendance voted unanimously to support this variance request. The envelope in which the pool could be placed was specifically described to provide the limits as to its location. The fence along the residence's southerly boundary will be placed 3' from the edge of sidewalk and then the pool will be setback 3' inside the fence to be placed along the sidewalk on the north side of Elizabeth. 5' of space will remain between the east end of the pool and the newly constructed fence as well as the west end of the pool; the pool will be placed a minimum of 3.5' south of the primary residence. All of these conditions will likely allow for the placement of an 18' wide above-ground swimming pool.

Recommendation:

Adopt Ordinance No. ____: Granting variances to the village code allowing for a swimming pool along with a fence within the corner side yard at 397 S. DiPaolo.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A SWIMMING POOL AND FENCE WITHIN THE CORNER SIDE
YARD OF 397 S. DIPAOLO IN THE VILLAGE OF COAL CITY**

DAVID SPESIA, President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DAN GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA M. NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2026

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A SWIMMING POOL AND FENCE WITHIN THE CORNER SIDE
YARD OF 397 S. DIPAOLO IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Jennifer Lee (“applicant”) on February 12, 2026 for the placement of a swimming pool and a 6-foot high fence; and

WHEREAS, Section 156.171(a)(2) states, “Fences shall be permitted in the rear or interior side yard...”; and

WHEREAS, Table 14 lists Permitted Obstructions and does not allow swimming pools within the corner side yard; and

WHEREAS, a public hearing was noticed and duly held on March 16, 2026; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on March 16, 2026, and considered passage of the variance request to the Board of Trustees; and

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

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

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

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

Section 2. Findings of Fact. The Board of Trustees find as follows concerning the Variance for 397 S. DiPaolo:

- A. **Special Circumstances Not Found Elsewhere.** The petitioner’s yard is located within a fully developed neighborhood with minimal rear yard that does not possess the necessary space to accommodate a residential pool.
- B. **Unnecessary Hardship.** There are many pools within the immediate neighborhood, but the construction of this duplex unit cannot accommodate a swimming pool in any other year aside from its planned construction within the corner side yard.

- C. **Consistent with the Rights Conferred by the District.** The capability to receive this variance shall allow the petitioner to utilize their property in the manner as provided by other residents who can utilize the entirety of their rear yard inclusive of interior side yards.
- D. **Necessary for Use of the Property.** Failure to pass the variance shall deprive the applicant the use of the property in a manner equivalent to the use permitted by other owners of property in the immediate area.
- E. **Minimum Variance Recommended.** The requested variance is the minimum footage required and shall not impede the vision triangle that exists along the southerly boundary of this residence.

Section 3. Description of the Property. The property is located at 397 S. DiPaolo in the Village of Coal City within an RM-1 District.

Section 4. Public Hearing. A public hearing was advertised on February 18, 2026 in the Coal City Courant and held by the Planning and Zoning Board on March 16, 2026, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variances. The variations requested in the February 12, 2026 Variance Application to the Zoning Code is granted to allow the construction of an aboveground pool and maximum 6-foot high fence within the corner side yard according to the conditions provided below.

Section 6. Conditions. The variance granted herein is contingent and subject to the following conditions its construction being consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

- A. The location of the fence within the corner side yard shall be along the easterly boundary of the residence to that point at which it shall have a 90-degree turn inside the southerly boundary to possess no less than a 3' setback from the edge of sidewalk along the north side of Elizabeth. This side of the fence may continue towards the westerly boundary, but must be returned towards the primary residence prior to the front of the home.
- B. An above ground pool shall be allowed within the corner side yard, but must maintain a setback of 3' from the interior of the fence along Elizabeth, maintain at least 3'6" of distance between the residence and the north side of the swimming pool as well as at least 5' of setback from the fence constructed on the rear yard boundary as well as the fence running north and south from the north side of Elizabeth. The aforementioned fence must be installed prior to the pool being filled.

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

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

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

SO ORDAINED this _____ day of _____, 2026, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Kayla Melvin, Clerk

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Jennifer Lee
Address: 397 S. Di Paolo Dr Phone number: 779 279 0379

Owner represented by: Self ☒ Attorney ☐

Contract purchaser Acosta Fence Other agent ☐

Agents name ☐ Phone number: ☐

Address: ☐

Existing zoning: RM-1 Use of surrounding properties: North RM-1 South RM-1

East RM-1 West RM-1

What zoning change or variance: (specify) To install a 6' fence on
a corner lot, also to block view into yard,
for privacy while in yard and pool.

To allow what use Fence & pool, pool to go into
side yard. To allow for privacy in yard and
safety for pool.

Tax number of subject property: 09-03-176-012

Common address of property: 397 S. Di Paolo Dr Coal City IL
60416

Parcel dimensions: 80 x 70 Lot area (sq. ft.) 5600

Street frontage 80 ft of Elizabeth, 70 ft of Di Paolo

Legal description ☐

Marleen Sub. 3rd Add S68.04' L+6
Sec 3-28-8

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

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

Jennifer Lee, being first duly sworn, on oath deposes and says,

Applicant's Name

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



Notary Public (Seal)

Subscribed and sworn before me on this 11th day of February, 2026.

Ann M. Finnegan

Signature of Owner Notary

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

Please note the number of pages attached. _____

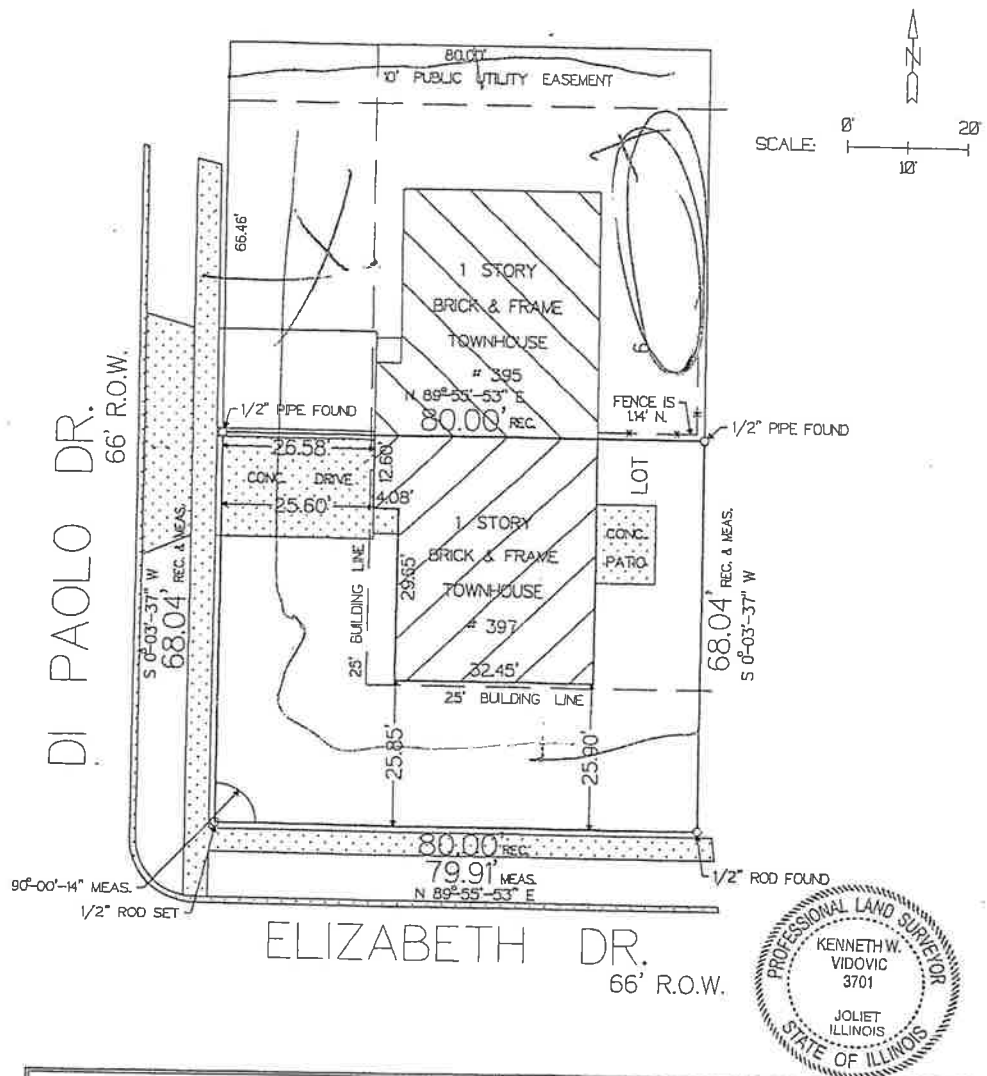
FOR OFFICE USE ONLY

Case number	<u>2A 26-0003</u>	Location of hearing
Filing date	<u>2-12-26</u>	Village Hall
Hearing date	<u>3-16-26</u>	515 South Broadway
Filing fee	<u>\$ 100-</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

PLAT OF SURVEY

THE SOUTH 68.04 FEET OF LOT 6 IN MAR-LEEN SUBDIVISION THIRD ADDITION, BEING A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF COAL CITY, COUNTY OF GRUNDY, AND STATE OF ILLINOIS.

397 S. DI PAOLO DRIVE
COAL CITY, IL



COMMUNITY SURVEY INC.

81 N. CHICAGO STREET, SUITE 207
JOLIET, IL 60432

(815) 722-9005 (815) 722-9019 - fax

EMAIL: kvcommunitysurvey@att.net

DESIGN FIRM NO. 184-002899

CHECK DEED OR GUARANTEE POLICY FOR BUILDING LINE OR EASEMENT RESTRICTIONS NOT SHOWN ON PLAT OF SURVEY. COMPARE POINTS BEFORE BUILDING.

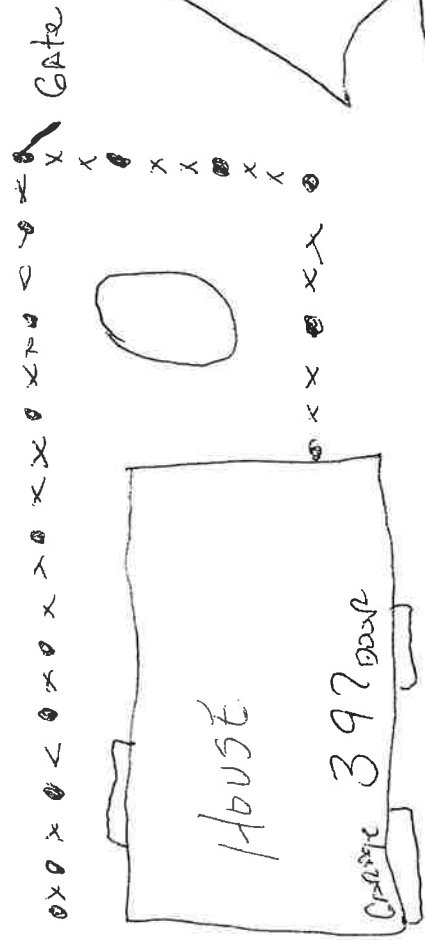
WE, COMMUNITY SURVEY INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED FOR FISHER BERARDI LAW UNDER MY HAND AND SEAL THIS 18TH DAY OF MAY 2020. FIELD WORK 05/15/2020.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

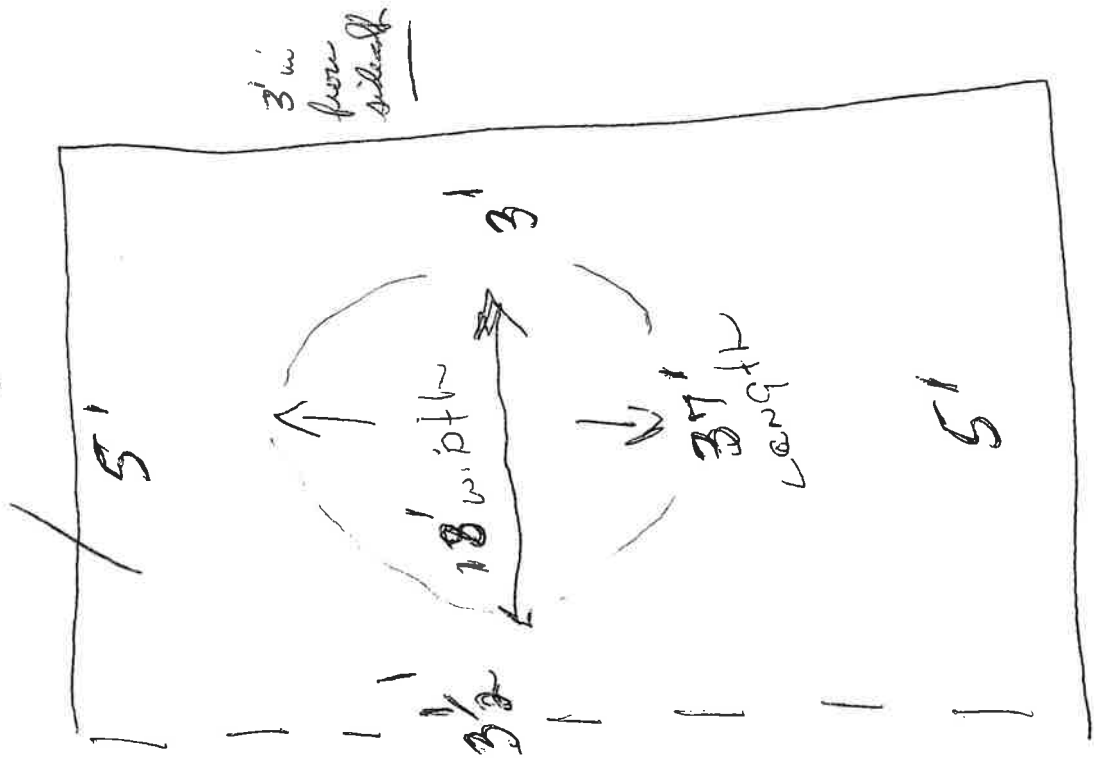
SURVEY NUMBER 20-26694

ILLINOIS LAND SURVEYOR NO. 1701
EXPIRES 11/30/2020

Pool Plan



H O U S E



3' in from sidewalk
3' in from sidewalk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 25, 2026

RE: ANNUAL ZONING MAP REVIEW

Each year, the Village adopts an Annual Zoning Map to comply with State statute to ensure a review occurs at least each year during the first quarter. Over the past year there were three changes to the zoning map. The first was related to a map amendment along Covey allowing for the development of an additional duplex property at the west end of the duplex-zoned units on the south side of the street. The other two changes were annexations on Carbon Hill Road – the first was the addition of farm property just south of the existing School Administration Building, which maintained RS1 zoning, while the second annexation was an 80-acre farm that became zoned industrial along with the existing adjacent property.

At the last meeting of the ZBA, the Board unanimously recommended the 2026 Zoning Map be adopted by the Board of Trustees.

Recommendation:

Adopt Ordinance No. ____: Adopting the 2026 Annual Zoning Map.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ADOPTING THE 2026 UPDATE TO THE
ZONING MAP FOR THE VILLAGE OF COAL CITY**

DAVID SPESIA, President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DAN GREGGAIN
CJ LAUERBUR
BILL MINCEY
PAMELA M. NOFFSINGER
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2026

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2026 UPDATE TO THE
ZONING MAP FOR THE VILLAGE OF COAL CITY

WHEREAS, pursuant to Section 11-13-19 of the Illinois Municipal Code, 65 ILCS 5/11-13-19, the corporate authorities of a municipality are required to adopt an annual update to the zoning map no later than March 31st; and

WHEREAS, the Board of Trustees and the President of the Village of Coal City desire to adopt the 2026 Zoning Map Update.

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

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

Section 2. Approval of 2026 Zoning Map Update. Pursuant to Section 11-13-19 of the Illinois Municipal Code, 65 ILCS 5/11-13-19, the Board of Trustees and President of the Village of Coal City hereby adopt the 2025 Zoning Map Update. A copy of the 2026 Zoning Map is attached as **Exhibit A** and will be maintained at Village Hall.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval, and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2026, at Coal City, Grundy County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

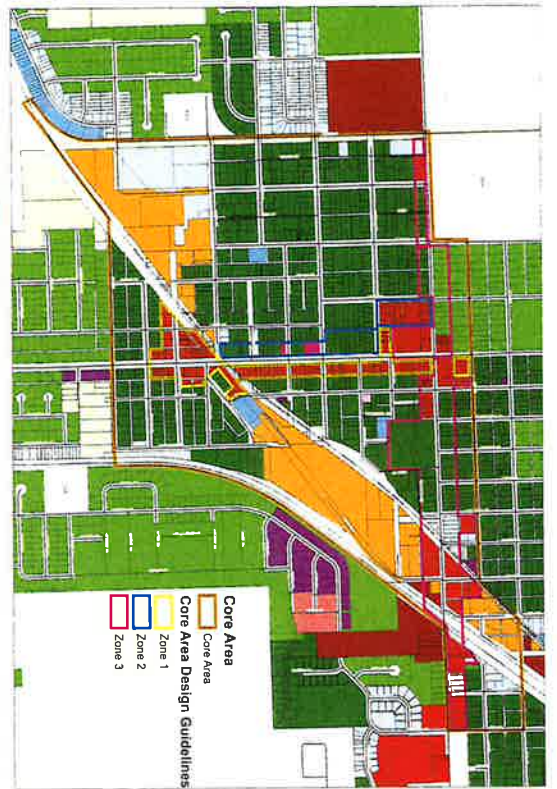
David A. Spesia, President

Attest:

Kayla Melvin, Clerk

Exhibit A

2026 Zoning Map



Village of Coal City, Illinois Zoning Map 2026

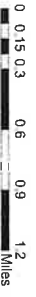
Village Trustees

Clifford, Bruce; Noll, David; Jorgensen, Dan; Hendley, Bill; Sherry, Jim; Gregoire, Ross; Hendley, Bill

David Spessa, Mayor
Matthew Ford, Administrator
Mike Imhof, Chief of Police
Kathy Melvin, Village Clerk

Coal City Zoning Classes

- A-1 Agricultural
- C-1 Convenience Commercial
- C-2 Neighborhood Commercial
- C-3 Community Commercial
- C-4 Downtown Commercial
- C-5 Highway Commercial
- I1 Industrial
- O1 Local Office
- O2 Office Park
- RA-1 Attached Residential
- RB Residential Business
- RM-1 Low Density Multi-Family Residential
- RM-2 High Density Multi-Family Residential
- RM-3 High Density Multi-Family Mobile Home
- RS-1 Low Density Single-Family Residential
- RS-2 Medium Density Single-Family Residential
- RS-3 Medium to High Single-Family Residential
- MU-1 Mixed Use per Ordinance



Created 1/2026 by Kyle Winters



MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 25, 2025

RE: PRELIMINARY READING OF THE FY27 PROPOSED BUDGET

The ordinance prepared this evening has the FY27 Proposed Budget attached. This document carries the expenditures and revenues planned for the upcoming fiscal year, which begins on May 1st and shall end on April 30, 2027. There is a cover memo issued along with the Proposed Budget that explains the major trends and proposals included within the budget.

The operational budget increased mostly due to the planned OSLAD Park project at Hunters Run for which approximately half of the funding is to be provided by the Illinois Department of Natural Resources (IDNR). The overall budget has a decrease due to most large impact capital projects already having been included in past years and on their way to final completion (e.g. the water treatment plant expansion and N. Broadway Design Engineering).

The Proposed Budget shall be put on file following this evening's action and is planned for final adoption at the Regular Meeting of April 22nd. Prior to that meeting, there shall be a public hearing regarding the Proposed Budget for which the Courant will post a public advertisement in an upcoming April 8th edition of the local paper.

Recommendation:

Place the Proposed FY27 Budget on file at Village Hall and set the April 22nd Regular Meeting for its final adoption.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 26 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2026/2027**

DAVID SPESIA, Village President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DAN GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

ORDINANCE NO. 26 - _____

**ORDINANCE APPROVING THE ANNUAL MUNICIPAL BUDGET
FOR THE FISCAL YEAR 2026/2027**

WHEREAS, the Village of Coal City (“Village”) is a non-home rule municipality operating under the Illinois Municipal Code; and

WHEREAS, in the Village it is the responsibility of the Budget Officer to complete an annual budget, in lieu of an annual appropriation ordinance, which the Village Board is required to adopt before the Fiscal Year to which it applies begins and which fiscal years of the Village begin May 1st of each calendar year; and

WHEREAS, the purpose of the adoption of a budget is to replace the annual appropriation ordinance with a budget which more truly reflects anticipated receipts and disbursements of the Village; and

WHEREAS, the budget is required to contain an estimate of revenue available to the Village for the forthcoming Fiscal Year to which the budget is drafted, together with recommendations for expenditures of the Village and all of its departments, commissions and boards; and, the budget is required to contain actual or estimated revenues and expenditures for the preceding two (2) Fiscal Years of the Village and shall show the specific fund from which each anticipated expenditure shall be made; and

WHEREAS, pursuant to the terms and provisions of 65 ILCS 5/8-2-9.1, et seq., and the Village Code, the Annual Budget for the Village for Fiscal Year 2024/2025 has been duly presented for approval and adoption; and

WHEREAS, said Budget is hereby found to be in good order and in form for adoption;
and

WHEREAS, said Budget was made publicly available for inspection and copying not less than ten days prior to the date of approval; and

WHEREAS, notice of a public hearing on the proposed Budget was published in the Coal City Courant, a newspaper of general circulation within the Village, on April 8, 2026, which was at least one week prior to the date of said public hearing; and

WHEREAS, a public hearing was held on the Budget pursuant to statute on April 22, 2026, and all of those members of the public desiring to speak were given the opportunity; and

WHEREAS, adoption of said Budget is in the best interests of the Village of Coal City.

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

Section 1: The above-stated recitals are incorporated by this reference.

Section 2: The Annual Budget for fiscal year 2026/2027 which is attached hereto as Exhibit “A” is hereby adopted and approved.

Section 3: Within thirty (30) days after the Village enacts its ordinance to adopt its budget, it is required to file a certified copy of the ordinance and the budget with the County Clerks of Grundy and Will Counties, Illinois, same to be accompanied by an estimate of the revenues the Village anticipates receiving during the forthcoming Fiscal Year of the Village, identifying the sources of revenue, with the revenue estimate to be certified by the Village’s chief financial office.

Section 4: This Ordinance shall be in full force and effect from and after its passage and approval.

Section 5: In the event any portion of this Ordinance is found and determined to be invalid, the invalid portion shall be stricken herefrom and the remainder shall be in full force and effect.

SO ORDAINED this _____ day of April, 2026, at Coal City, Grundy County, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

David A. Spesia, President

Attest:

Kayla Melvin, Clerk

Exhibit A
Village of Coal City
FY27 Proposed Budget

Program No.	Name	FY27 Budgeted Expenditures		FY26 Budgeted Expenditures		FY25 Actual Expenditures	FY24 Actual Expenditures	FY23 Actual Expenditures
		Personnel	Operations	Personnel	Operations			
<u>Operational Programs</u>								
01-11	Administration	260,974	1,089,634	242,669	1,113,045	1,715,948	1,363,656	1,023,519
01-21	Police Department	2,370,154	514,421	2,399,477	514,795	2,491,220	2,492,686	2,541,700
01-31	Community Development	146,358	46,672	132,309	112,200	176,891	150,924	144,644
01-41	Maintenance	500,631	456,844	436,654	459,468	739,564	800,282	639,418
01-71	Emergency Operations		26,028		21,700	29,607	16,144	13,819
16-00	IMRF/Social Security		334,938		303,289	251,572	245,296	248,993
	General Fund & Levy Funded Subtotal	3,278,117	2,468,537	3,211,109	2,524,497	5,404,802	5,068,988	4,612,093
51-00	Water & Sewer	816,960	1,269,752	760,926	1,480,883	2,225,169	1,653,091	1,648,707
52-00	Garbage Collection	22,613	717,473	20,891	688,160	675,151	653,747	664,985
71-00	Parks	89,345	1,702,946	80,612	285,560	226,567	129,247	118,597
		4,207,036	6,158,708	4,073,537	4,979,100	8,531,689	7,505,073	7,044,382
<u>Capital Projects</u>								
15-00	Motor Fuel Tax		718,205		608,250	400,215	193,809	314,539
35-00	Bond Projects		363,568		362,068	359,818	362,068	363,818
38-00	Capital Improvements		188,1042		4,756,845	2,653,589	1,738,044	479,211
39-00	Municipal Facilities		605,000		832,000	0	34,730	23,742
48-00	Infrastructure Expansion		228,000		124,000	0	0	0
78-00	Economic Development		240,000		230,000	5,195	11,112	7,387
			4,035,815		6,913,163	3,418,817	2,339,763	1,188,697
<u>Discretionary Spending</u>								
18-00	School Sites		15,000		15,000	13,133	23,600	6,166
20-00	TIF Fund	62,469	3,770,475	62,469	4,019,695	817,823	731,823	474,702
32-00	Water Impact				0	0	0	0
33-00	Sanitary Sewer Impact				0	0	0	0
		62,469	3,785,475	62,469	4,034,695	830,956	755,423	480,868
<u>Obligations</u>								
02-00	Building Development		50,000		78,000	40,000	-	0
34-00	Storm Water Re-Fi Bonds Paymt		434,318		4,935,568	493,159	492,909	491,909
36-00	Water Infrastructure Improvement		800,000		296,254	4,362,777	1,205,943	0
37-00	Sanitary Sewer Infr. Improvement		295,375		291,500	50,000	55,927	28,215
41-00	SSA		0		0	0	55,927	376,845
43-00	Sani Sewer Bond Improv		0		0	30,000	396,632	1,842,971
			1,579,693		5,601,322	4,975,936	2,207,337	2,739,940
TOTAL - All Programs		\$ 4,269,505	\$ 15,559,691	\$ 4,136,007	\$ 21,528,280	\$ 17,757,398	\$ 12,807,597	\$ 11,453,886

Village of Coal City
FY27 Proposed Budget

Revenues by Fund Summary

Fund No.	Fund Name	FY27 Budget Revenues	FY26 Budget Revenues	FY26 Budget YTD Revenues	FY25 Actual Revenues	FY24 Actual Revenues	FY23 Actual Revenues
01	General	\$ 5,307,810	\$5,086,540	\$3,630,834	\$4,886,305	\$4,691,527	\$5,120,736
16	IMRF/Social Security	268,318	242,450	241,987	225,093	225,016	234,108
51	Water & Sewer	2,087,350	2,115,680	1,531,916	3,741,010	2,060,029	1,805,959
52	Garbage	707,320	706,420	496,240	734,083	621,637	618,863
71	Parks	1,683,288	173,986	179,477	216,677	163,135	119,182
	Operating Funds Subtotal	\$ 10,054,086	\$8,325,076	\$6,080,454	\$9,803,167	\$7,761,342	\$7,898,848
15	Motor Fuel Tax	\$ 270,000	\$265,000	\$171,578	\$292,858	\$291,926	\$306,937
32	Water Impact	16,000	10,000	8,026	346,320	16,000	8,800
33	San. Sewer Impact	15,300	10,000	7,081	27,168	27,300	10,100
38	Capital Improvement	1,898,284	5,149,529	82,831	1,780,669	763,745	527,194
39	Municipal Facilities	600,100	600,100	41	10,907	128,685	19,111
48	Infrastructure Expansion	1,817,423	10,000	5,598	12,912	354,617	1,994
78	Economic Development	253,828	242,000	199	65,267	45,979	27,500
	Capital Funds Subtotal	\$ 4,870,935	\$6,286,629	\$275,353	\$2,536,102	\$1,628,251	\$901,637
02	Building Development	\$ 200	-	\$25,000	\$18,207	\$0	\$18,321
18	School Sites	15,075	\$15,000	\$11,459	17,538	\$17,630	\$5,970
34	Storm Water Ref. Bond Repayment	435,000	4,936,250	438,320	502,173	504,148	487,901
35	Bond Fund	364,250	361,850	365,272	359,897	361,005	363,522
36	Water Infrastructure Improvmt.	298,054	714,818	179,068	2,146	732,861	(294)
43	Sani Sewer Bond Improv	100	300	27	273	7,043	2,344,238
37	Sanitary Sewer Infrastructure Imprvmt.	260,200	249,215	108,785	285,731	364,978	180,980
	Debt /Obligation Funds	\$ 1,372,679	\$6,262,433	\$1,091,473	\$1,150,219	\$1,970,035	\$3,376,347
20	TIF	\$ 1,619,667	\$1,419,005	\$1,507,429	\$1,351,434	\$1,121,959	\$1,021,403
	TOTAL - All Funds	\$ 17,917,366	\$22,293,143	\$8,979,709	\$14,859,129	\$12,481,588	\$13,216,556

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 25, 2026

**RE: APPROVAL OF UPLAND DESIGN FOR THE HUNTERS RUN PARK
FINAL DESIGN AND CONSTRUCTION OVERSIGHT**

Attached is the professional services agreement for Upland Design, which was the professional services firm whom provided the preliminary assessment, comprehensive parks planning, and grant application submission for which the OSLAD grant of \$600,000 was recently awarded. The work of Upland is within the industry standards for professional services for this size of project; this is estimated at \$114,838 plus any required soil borings. Maria Blood, one of the firm's principals, will be in attendance as the Board considers this agreement to possess string parks facility oversight during the upcoming design, bid, and construction process.

Please recall that Coal City will complete some additional required work for this project to clear toe property with IDNR for its next phase of design. Acquiring Upland's assistance will allow Coal City to maintain its grant agreement timeline in order to be reimbursed the State's portion of this grant. After Upland oversees the submission of the additional certifications, they will work with the Park Board in order to make selection son the equipment and final feature designs. This is all expected to take place mid to late summer of the current calendar year.

Recommendation:

Authorize Mayor Spesia to enter into a professional services agreement with Upland Design for the Final Design and Construction oversight of the Hunters Run Park.



Hunters Run Park OSLAD Development

March 20, 2026

Village of Coal City

Hunters Run Park, located at the intersection of Hunters Run and Marguerite Street, is home to the new and undeveloped Hunters Run Park. The Village of Coal City reimagined the space with a master plan process for the entire site created with public input in 2023.

The project was then awarded an IDNR OSLAD grant for \$600,000 to go towards the total project budget of \$1,230,000. The proposed improvements include:

- Picnic Shelter
- Trailhead Plaza
- Fitness Stations
- Football Field with net fencing along the railroad
- Cheer Field
- Shuffleboard Court
- Parking Lot
- Natural Area Restoration Areas
- Interpretive Signage Design
- North Trail and South Trail including Neighborhood Path Connections

Project Scope: Upland Design Ltd, along with JLH, Illinois Licensed Surveyors, will assist the Village with development of construction documents, permitting, bidding, and construction administration. An approximate timeline is indicated at the end of the scope, and actual dates will be set to accommodate Village needs.

Optional - IDNR Grant Reporting: Following execution of contracts between the State and the Owner for grant funding, the Village will be responsible for preparing required quarterly progress reports throughout the project and submitting closeout documentation upon project completion. Upland Design can assist the Village with grant reporting on an as-needed basis in accordance with our hourly rates.



Upland Design will prepare the required IDNR as-built documentation for grant closeout as part of the base services at no additional cost. This documentation is separate from, and does not replace, any as-built drawings required by permitting agencies.

Survey and Soil Borings: A new survey will be prepared by Illinois licensed surveyors from JLH. Topographic survey within the park is required and will include the street grades adjacent to the development, storm sewer rims and depths, public utilities, topographic features, and trees larger than 6" dia., amongst other items. The boundary survey will be omitted as it is not anticipated to be required by permit agencies. This will be the base plan for the design development and construction documents. The survey will exclude areas outside of the project limits.

The Village will provide soil boring reports that have been completed for review. Soil borings will be needed for the shelter location and at various path locations to determine appropriate depths of new footings and pavement cross sections. If the original report does not have the information needed for the new development, additional soil borings will be completed and these will be billed as a reimbursable item.

Design Development Plans and Review Meeting

The design team will prepare design development plans based on the approved Master Plan created with the Board and public input in 2025. Material and color options will be explored during design development to meet all the Village and community requests. The plans will include detailed layout of amenities - listing of site furniture and equipment.

Interpretive signs will also be designed and concepts reviewed with the Village during design development. Final designs will be reviewed prior to bidding. An updated cost estimate will be prepared. One meeting will be held with the Village team to review plans and the updated costs. (1 in-person meeting)

Construction Plans, Specifications and Bid Proposal

Based on the approved design development plans, the Upland Design team will prepare a set of construction plans, specifications and bid proposal for public bidding. Construction documents will address the following:

- Existing Conditions and Removal
- Layout and Site Amenity Chart
- Dimension Plans
- Grading and Drainage
- Soil Erosion Control
- Landscape Plantings & Restoration
- Construction Details
- General and Technical Specifications
- Bid Proposal Form

Design of the North trail includes coordination between Upland Design and the developer to ensure layout of the path aligns with the proposed improvements included within the grant. Full construction documents will be prepared for the developer to either install or provide reimbursement back to the Village to cover contractor expenses. This service is added at no additional cost.

The specifications will cover each area of construction. A review meeting at 50% and 90% complete construction documents will take place with Village staff. An updated estimate of construction costs will be provided at each review meeting. OSLAD requirements will be incorporated into the bidding and construction documents per the IDNR agreement. Additionally, the plans will be submitted to the Village at 100% complete for a final review. Comments from the meetings and final submittal will be incorporated into the documents. (1 in-person meeting and 1 virtual meeting)

Permits: Permit applications will be prepared and submitted for the following:

- **Village of Coal City** – Village staff indicated that a building and/or stormwater permit with the Village of Coal City is not anticipated to be required.
- **IDNR State Historic Preservation Office (SHPO) Phase I Archeological Survey** – During IDNR review of the site, a Phase I Archeological Survey was required. Upland Design will coordinate with an archeologist to get quotes and hire the survey work. This will be billed as a reimbursable item.
- **IEPA Notice of Intent (NOI)** – Based on the site plan, the total development area is more than 1 acre and therefore Upland will prepare a Stormwater Pollution and Prevention Plan and a Notice of Intent will be submitted online via the IEPA portal system.

The improvements will not be within a regulatory floodplain and should not disturb any wetlands. This proposal excludes any stormwater management design and related stormwater reports. All permit fees will be paid directly by owner. The design team will answer questions and reply to comments up to two times for the permits above. If the project scope expands or it is later found that additional permits are required, additional professional scope and associated fees will be discussed with the Village. Permit fees will be paid by the Village.

Project Closeout: Upon completion of the project by the contractor, the consultant team will review contractor-provided as-built documentation to verify compliance with the approved design. One (1) round of as-built review is included. If the as-built documentation is found to be non-compliant, additional reviews will be completed at hourly rates and may, at the Owner's discretion, be charged to the contractor. Upon verification of all project elements, Upland Design will coordinate permit closeout with the applicable permitting agencies.

Bidding

The bid documents will be distributed through Accurate Repro who will provide both digital and paper copies as requested by bidders. Upland Design will contact contractors with an invitation to bid. The Village will place the legal ad in a local paper and perform any other procedure as required by local purchasing policies. No pre-bid meeting is anticipated since the project site has open access. Upland Design will be available to answer questions during bidding, will be present at the bid opening, check bids for math accuracy, and review the bids with staff. A letter summarizing bids will be written and if necessary, references will be contacted. (1 in-person meeting)

Contract Preparation: Once the Board reviews and awards the project, Upland Design Ltd will prepare a standard construction contract for the project and bind the specifications into one document. These will be sent out for contractor signature and Village signatures.

Construction Administration

Upon award of a contract, Upland Design and our design team will make sixteen (16) total site visits during construction. Village staff will make additional site visits during construction.

- Review and assist with contractor field orders, change orders and clarifications
- Review and comment on contractor provided closeout documents including warranties, manuals, and as-built drawings
- Sixteen (16) Construction Observation Site Visits by Upland Design
- Contractor submittals and pay applications will be reviewed by Upland Design Ltd prior to forwarding to the Village
- At project completion, a walk through with staff to develop a punch list will be completed
- Permit closeouts with the Village will also be coordinated with Upland

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents. Certified Payroll will not be reviewed or retained by Upland Design Ltd.

Timeline:

Description	Start Date	Estimated Completion
Topographic Survey and Soil Borings	April 2026	May 2026
Design Development	May 2026	June 2026
Construction Documents	July 2026	September 2026
Permitting	October 2026	November 2026
Bidding	November 2026	December 2026
Construction	March 2027	July 2027

Professional Fees

The following professional fees are lump sum for the work described in for professional services by Upland Design Ltd along with subconsultants JLH Surveying:

Topographic Survey	\$ 4,500
Design Development	\$ 9,950
Construction Documents	\$ 74,600
Permitting	\$ 1,763
Bidding	\$ 2,525
<u>Construction Administration</u>	<u>\$ 21,500</u>
Total Professional Fee	\$114,838
Soil Borings (Estimate)	\$ 5,400

Quarterly Reports for IDNR: Upland Design is available to assist the Village with quarterly reports to IDNR through Amplifund (EUNA) system on an hourly basis if requested.

Reimbursable Costs:

Reimbursable items will include plotting and printing of documents/plans at the direct cost to Upland Design Ltd and mileage reimbursement at the current IRS reimbursement rate. Soil borings will be completed and submitted as a reimbursable item. These include core samples, but do not include infiltration tests nor CCDD testing.

Additional Site Visits can be requested by the Owner for a lump sum cost of \$940 per visit (including site visit report). If the Owner requests changes that materially alter the approved scope, schedule, or increase the project construction budget by 10% or more, the Landscape Architect shall be entitled to an adjustment in compensation and/or schedule. Any such adjustment shall be authorized in writing prior to the Landscape Architect proceeding with the additional services.

**CONTRACT
BETWEEN OWNER and FIRM
FOR PROFESSIONAL SERVICES
FOR HUNTERS RUN OSLAD DEVELOPMENT**

Village of Coal City
515 S Broadway
Coal City, IL 60416
Phone: 815.634.8608.....

The Owner

And
Upland Design Ltd.
24042 Lockport St., Suite 200
Plainfield, IL 60544
Phone: 815.254.0091.....

The Firm

Owner and Firm agree as set forth below:

1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth-reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. **See proposal for Project Scope of Services.**

2. Excluded Services

Scope of services set forth in pages 1-4 are included in this agreement. Excluded services include but are not limited the following: Hydrologic/hydraulic modeling the floodplain/floodway, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

3. Construction Phase Services

Firm and its sub-consultants shall not supervise, direct, or have control over Contractor's work. The Firm and sub-consultants shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. The Firm does not guarantee the performance of the construction contract by the Contractor and do not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Firm's Insurance

The Contract documents shall include Firm's Proof of Insurance with Owner listed as certificate holder.

The Firm has and shall maintain during the term of this Agreement the following insurance:

a. **Worker's Compensation and Employer's Liability Insurance**

The liability limits for the Worker's Compensation shall not be less than that required by law and the liability limits for Employer's Liability shall not be less than the amount of \$500,000.00 for each person.

b. **General Liability**

a policy of General Liability Insurance with limits of at least \$2,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage.

c. **Comprehensive Automobile**

Automobile Liability Insurance covering all owned vehicles with limits of not less than \$500,000 per occurrence for damage to property shall be provided by Landscape Architect.

d. **Professional Liability (Errors and Omissions)**

The Landscape Architect shall provide, pay for, and maintain in effect, during the term of this Agreement, a policy of Professional Liability Insurance with a limit of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Owner Responsibilities

The Owner has designated **Matt Fritz, Village Administrator**, as the contact person(s) for this project. The Firm will direct correspondence and information to the contact person. The Owner will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost-effective manner throughout the project.

The Owner agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Owner. The Owner agrees to advise Firm of any known or suspected contaminants at the Project Site and the Owner shall be solely responsible for all subsurface soil conditions.

Right of Entry: When entry to property is required for the Firm and/or sub-consultant to perform its services, the Owner agrees to obtain legal right-of-entry on the property.

6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Owner aware of events that will impact the Project schedule.

7. Compensation and Payments

The Owner shall pay to the firm the lump sum of **\$114,838** for the work described herein plus the cost of reimbursable costs. The fees include professional service fees from Upland Design Ltd. and JLH Surveying.

☐ **Optional: IDNR Grant Reporting, per hourly rates listed below.**

Firm shall submit request(s) for payment to the Owner. Payment requests shall be made monthly for that portion of the project that has been completed. The Owner agrees to make the requested payment within 30 days of submission of each payment request.

Reimbursable Costs: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include copies, printing, boards, plans and handouts, postage, delivery and tolls. Mileage and tolls will be billed at current IRS rates.

Additional Services: At the request of the Owner, additional meetings or work may be added at the professional service rates listed herein. No additional work shall be added to the contract without written authorization from the Owner.

2026-2027 Hourly Billing Rates:

	2026	2027
Principal Landscape Architect	\$270	\$279
Project Manager/Sr. LA	\$208	\$215
Landscape Architect	\$179	\$185
Landscape Designer II	\$168	\$174
Landscape Designer	\$160	\$165
Construction Administrator	\$160	\$165
Admin	\$106	\$110
Intern	\$82	\$85

Suspension or Termination of Services

If the Owner in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Owner may serve written notice to the Firm setting forth any complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Owner may exercise the following remedies:

- a. Terminate the Firm's services by a written notice effective on the date such written notice is served on the Firm; and,
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Owner in good faith exercises the above remedies, Owner shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Owner's sole and exclusive remedies in the event the Owner terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Owner agrees to pay the Firm for all Basic and Approved Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Owner fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

8. Indemnification

To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Owner and its officers, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees and court costs arising out of or resulting from the performance of the Firm's work, provided that any such claim, damages, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission by the Firm, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Paragraph. Firm shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, and employees against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Firm's breach of any of its obligations under, or Firm's default of, any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts or Employee Benefits Acts.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Firm and its employees from and against all claims, demands, causes of actions, suits, losses, and expenses, including attorney's fees, paralegal and litigation expenses and court costs, arising out of or resulting from any act, conduct, negligence, or omission of the Owner or any one of whose acts or omissions the Owner may be liable, regardless of whether such claim, damage, loss or expense is attributable to bodily injury, sickness or death, injury to or destruction of tangible property, loss of use or other economic damages. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as to any other party or person described in this paragraph. Owner shall similarly protect, indemnify and hold harmless the Firm and its employees against and from any and all claims, costs, causes of actions, demands, damages and expenses including attorney's fees, incurred by reason of Owner's breach of any of its obligations under, or owner's default of, any provisions of the Contract.

9. Dispute Resolution

Owner and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

10. Ownership of Documents

Copies of the final bid documents may be retained by the Owner at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Owner's sole risk and without liability to the Firm or its employees, and subcontractors. Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Owner from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

The Firm reserves the right to include representations of the Project in its promotional and professional materials.

11. Governing Law

This Agreement is governed by the laws of the State of Illinois.

12. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Owner and the Firm and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

13. No Assignment

Neither party can assign this Agreement without the other party's written permission.

14. Expiration of Proposal

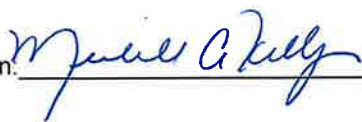
If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2026.

Owner

Upland Design Ltd.

Sign: _____

Sign:  _____

By: _____

By: Michelle A. Kelly, President,
Upland Design Ltd.

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 25, 2026

**RE: APPROVAL OF CHAMLIN ENGINEERING FOR VALERIO ROAD
CONSTRUCTION PORTION**

Attached is the engineering agreement for a portion of Valerio Road, which will allow the dilapidated bridge just west of the intersection of Will Road & Valerio. In its place, the roadway will be reconnected within a newly established right of way to be secured by the Village of Diamond from its new developer, which will be located at the southwest corner of Valerio & Will. Diamond will pay for a portion of this project, i.e. the repaving of Will Road, while Coal City will pay for the majority in order to connect the newly established portion of Valerio to Will Road.

Please note, during discussion of capital funds related to the FY27 Budget, this project is to include paving of that portion of Valerio Road which extends eastward from Will Road, which is currently unpaved.

The estimated portion of funding for Coal City's portion of project construction exceeds \$200,000. The approval this evening would allow Chamlin to design, bid, and oversee the joint intergovernmental project. Current estimates for these professional services is a not-to-exceed maximum of \$26,426.

Recommendation:

Authorize Mayor Spesia to enter into a professional services agreement with Chamlin Engineering for the Coal City portion of the Valerio & Will Road Construction Project.

DESIGNED BY: MCH	DATE: 3/7/25	PROJECT: VALERIO ROAD IMPROVEMENTS AND STRUCTURE REMOVAL	CLIENT: COAL CITY, IL	PROJECT NO: 2025-001	DATE: 3/7/25
CHECKED BY: MCH					
DATE: 3/7/25					



VALERIO ROAD IMPROVEMENTS
AND STRUCTURE REMOVAL
COAL CITY, IL

EXHIBIT

DRAFT
NOT FOR CONSTRUCTION

CURRENT AS OF: 3/18/2026	SHEET: 1
SCALE: AS NOTED	DATE: 3/18/2026



Engineer's Estimate Of Cost

Estimate No. _____ Date February 16, 2026

Summary By _____ Prices By _____ Checked By _____

Client Village of Coal City

Project Valerio Road
Roadway Improvements
And Structure Removal

NO.	ITEMS	QTY.	UNIT	UNIT PRICE	COST
1	Tree Removal	1	LS	\$20,000.00	\$ 20,000.00
2	Structure Removal	1	LS	\$50,000.00	\$ 50,000.00
3	Road Base Installation (Incl. Excavation)	1000	SY	\$100.00	\$ 100,000.00
4	HMA Paving	400	TON	\$95.00	\$ 38,000.00
5	Drainage Improvements	1	LS	\$25,000.00	\$ 25,000.00
TOTAL					\$ 233,000.00

By _____

Dated _____



Peru, Morris, Ottawa, Mendota
Illinois

Remarks:

Project #: 9956.00

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

AGREEMENT FOR ENGINEERING SERVICES
VILLAGE OF COAL CITY
VALERIO ROAD ROADWAY IMPROVEMENTS
AND STRUCTURE REMOVAL

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

The OWNER intends to replace the water main along North Street east of Broadway Street to Fifth Avenue as well as install a new water main crossing beneath the BNSF and UP Railroads to provide a future water main stub along Valerio Road east of Fifth Avenue.

This Agreement for Engineering Services covers the following:

- Preliminary Phase – Topographic surveying to gather data necessary to facilitate the final design of the project.
- Design Phase – Design of the necessary plans, specifications, contract documents and bidding documents to describe the proposed project. More specifically, the scope of work for the design of this project includes preparing detailed construction drawings for all required improvements as approved for this project by the OWNER and IEPA, conducting periodic progress review meetings with the OWNER, preparing Permit Applications as may be necessary and submitting to the required agencies, and providing any follow up assistance needed to obtain the permits.
- Construction Phase – Construction phase services including bidding, contract award, contract administration and resident inspection.

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

99090.00

SECTION A - GENERAL PROVISIONS

1. General

a. This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

b. The ENGINEER will attend conferences and/or public hearings with the OWNER or other interested parties and provide assistance in connection with such undertakings as may be reasonably necessary for this Project.

2. Responsibilities of the ENGINEER

a. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER's duties under this Agreement. The ENGINEER shall promptly, and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services.

b. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER's control.

c. The ENGINEER hereby agrees to save, indemnify and hold harmless the OWNER from any and all claims, demands, causes of action or the like arising from any act, omission, or otherwise by said ENGINEER under this Agreement.

d. The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for services directly provided by the ENGINEER.

3. Responsibilities of the OWNER

99090.00

- a. The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.
- b. The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

4. Changes

- a. The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.
- b. No services for which the ENGINEER will charge any additional compensation shall be furnished without the written authorization of the OWNER.

5. Termination of Contract

- a. This Agreement may be terminated in whole or in part by writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If termination for default is effected by the ENGINEER, or if termination for

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convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within ten (10) days, copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party in Agreement to complete the work under this Agreement.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

6. Payment

- a. The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER.
- b. Payment for ENGINEERING SERVICES during the Preliminary Phase (per Section B – Engineering Services during the Preliminary Phase) is due and payable monthly upon submission of a detailed statement of charges.
- c. Payments for ENGINEERING SERVICES during the Design Phase (per Section B – Engineering Services during the Design Phase) are due and payable in accordance with the following:
 1. Partial payments not to exceed 90% of the estimated amount earned shall be made monthly as the work progresses in accordance with the percentage of construction fee schedule, based on the latest approved estimate of cost.
 2. Upon award of the construction contract for the improvement, 100% of the total fee shall be paid, based on the awarded cost.

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3. If the contract for construction has not been awarded one year after the acceptance of the plans by the OWNER, OWNER will pay the ENGINEER the balance of the engineering fee due to make 100% of the total fees due under this Agreement.
 - d. Payments for ENGINEERING SERVICES during the Construction Phase (per Section B – Engineering Services during the Construction Phase) are due and payable monthly upon submission of a detailed statement of charges.
 - e. Payment for ADDITIONAL ENGINEERING SERVICES (Section C of this Agreement) performed in accordance with this Agreement is due and payable in accordance with the following:
 1. Time and materials, in accordance with the rates shown in Attachment IV, shall be invoiced monthly.
 2. ADDITIONAL ENGINEERING SERVICES by others shall be invoiced by the ENGINEER, unless otherwise noted, for such expenses and/or costs associated with the Work completed during the invoice period.
 - f. No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the ENGINEER under this Agreement. The ENGINEER shall prepare the estimates of work performed and shall supplement them with such supporting data as the OWNER may require.
 - g. Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.
- 7. Project Design**
- a. Unless otherwise approved by the OWNER, the ENGINEER shall specify materials, equipment, and processes which are readily available through competitive procurement.
 - b. Project design criteria shall be consistent with the criteria set forth in the Facility Plan and IEPA permit conditions and Design Guidelines.
- 8. Audit and Access to Records**
- a. The ENGINEER shall maintain books, records, documents and other evidence consistent with generally accepted accounting standards in accordance with generally accepted Accounting Principles. The OWNER or any of its duly authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER shall provide facilities for such access and inspection.

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- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- 9. Subcontracts**
- a. Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.
 - b. The ENGINEER may not subcontract services in excess of thirty (30) percent of the contract price to subcontractors or consultants without the OWNER's prior written approval.
- 10. Covenant Against Contingent Fees**
- The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.
- 11. Remedies**
- Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to his Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the OWNER is located.

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SECTION B - ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

ENGINEERING SERVICES DURING THE PRELIMINARY PHASE

The ENGINEER shall complete the ENGINEERING SERVICES described herein in accordance with the schedule described in Attachment I, unless otherwise mutually agreed to in writing by both parties.

- The ENGINEER shall secure the necessary topographic data required to facilitate final design.

ENGINEERING SERVICES DURING THE DESIGN PHASE

The ENGINEER shall complete the ENGINEERING SERVICES described herein in accordance with the schedule described in Attachment II, unless otherwise mutually agreed to in writing by both parties.

- The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project cost based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incidental to such explorations or testing, no matter whether they are performed by the ENGINEER or by others, shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.

- The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies, as applicable. The cost of obtaining such permits and approvals shall be borne by the OWNER.

- Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, ten (10) copies of detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. Additional copies of the above specified documents shall be provided to the OWNER by the ENGINEER at production cost. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the

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ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-5(e).

- The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents, if applicable. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project under the Design Phase.
- The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired, if applicable. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
- The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service prepare and furnish to the OWNER an estimate for total compensation to be paid the ENGINEER for providing the services, to be performed in the Construction Phase.

Engineering Services performed under the Preliminary and Design Phase and those ADDITIONAL ENGINEERING SERVICES designated for the Preliminary and Design Phase in Section C will take effect upon execution of this agreement.

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ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE

Performance of the services requested during this phase will be initiated by the ENGINEER promptly after execution of Attachment III and the OWNER issues a written authorization to proceed.

- The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders and make recommendations for awarding contract(s) for construction to the lowest responsible, responsive bidder.
- Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, three (3) sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. Additional copies of such contract documents shall be provided to the OWNER by the ENGINEER at production cost.
- The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.
- The ENGINEER shall interpret the intent of the design drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors.
- The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming with the design concept.

- Provide Resident Project Inspection.
The ENGINEER shall, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. Resident inspection includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and the contractor, reviewing of contractor's request for progress payments, inspecting of completed work for compliance with Contract Documents and keeping of a daily diary. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the Contract Documents. Period of service for calculating compensation will be the longest construction contract completion time bid plus thirty (30) days.

- Provide construction staking services, if applicable.

- The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; nor shall it make the ENGINEER an insurer of the contractor's performance; and

shall not impose upon the ENGINEER any obligations to see that the work is performed in a safe manner.

- The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.
- The ENGINEER shall prepare necessary contract change orders for approval of the OWNER and others as required.
- The ENGINEER shall make an inspection prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER.
- Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER.
- The ENGINEER shall provide the OWNER with one set of reproducible (as-built) drawings and two sets of prints. Such drawings will be based upon the resident project inspector's construction data and the construction records provided by the contractor during construction and reviewed by the resident inspector.

Engineering Services performed under the Construction Phase and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Section C will take effect upon execution of Attachment III.

SECTION C - ADDITIONAL ENGINEERING SERVICES

The following designated ADDITIONAL ENGINEERING SERVICES shall be provided by the ENGINEER upon written authorization by the OWNER. Agreed upon ADDITIONAL ENGINEERING SERVICES will be designated by Design Phase (D), Construction Phase (C) or Operations Phase (O) during which the service would be performed. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment II.

Phase

- D 1. Conduct surveys and prepare easement plats as needed.
- D 2. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
- D 3. Assist with financing (special assessments, bond issues, grant requirements, etc.).

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SECTION D - SIGNATURES

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

Executed by the OWNER:

VILLAGE OF COAL CITY

ATTEST:

BY: _____, Village Clerk

BY: _____, President

DATE: _____

DATE: _____

(SEAL)

Executed by the ENGINEER:

CHAMLIN & ASSOCIATES, INC.

BY: _____
Ryan Hansen, Director

BY: _____
Casey McCollom, Director

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ATTACHMENT I
COMPENSATION FOR ENGINEERING SERVICES
DURING THE PRELIMINARY PHASE

1. As set forth in this AGREEMENT FOR ENGINEERING SERVICES by and between the Village of Coal City, the OWNER, and Chamlin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree that the OWNER shall compensate the ENGINEER for services described in Section B and Section C designated Preliminary Phase services.
2. Compensation for ENGINEERING SERVICES shall be per time and materials method in accordance with the rates shown in Attachment IV. The not-to-exceed fee is:

\$ 6,500
3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.

ATTACHMENT II

COMPENSATION FOR ENGINEERING SERVICES DURING THE DESIGN PHASE

1. Compensation for ENGINEERING SERVICES shall be by percentage of construction as detailed in the following table.

	<u>Construction Cost</u>	<u>Percentage</u>
FIRST	\$ 100,000	10.00%
NEXT	120,000	7.60%
NEXT	200,000	6.20%
NEXT	300,000	5.40%
NEXT	750,000	5.00%
NEXT	1,000,000	4.40%
ALL OVER	2,470,000	4.10%

The estimated fee, based on the construction cost estimate of **\$233,000**:

\$19,926

2. Compensation for ADDITIONAL ENGINEERING SERVICES, shall be per time and materials method in accordance with the estimated rates shown in Attachment IV for each individual ADDITIONAL ENGINEERING SERVICE or if ADDITIONAL ENGINEERING SERVICES are performed by others, ENGINEER shall invoice OWNER for such expenses and/or costs associated with the Work completed during the invoice period. An Exhibit to this Attachment describes, for each ADDITIONAL ENGINEERING SERVICE, the projected cost schedule and cost summary. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES shall not exceed:

See Exhibit A below.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.

EXHIBIT A TO ATTACHMENT II
ENGINEERING SERVICES AGREEMENT

Refer to Section C: Additional Engineering Services

- | | | |
|----|---|---------------------------|
| 1. | Easement Survey and Platting | Est. Fee:
\$5,000/Site |
| 2. | Testing:

Coordination of soil borings by Midwest Testing
Services, Inc. | Est. Fee: \$1,500 |
| 3. | Financing Assistance | Est. Fee: \$6,000 |

**ATTACHMENT III
COMPENSATION FOR ENGINEERING SERVICES
DURING THE CONSTRUCTION PHASE**

1. As set forth in this AGREEMENT FOR ENGINEERING SERVICES by and between the Village of Coal City, the OWNER, and Chamlin & Associates, Inc., the ENGINEER, the OWNER and ENGINEER agree that the OWNER shall compensate the ENGINEER for services described in Section B and Section C designated Construction Phase services.
2. Compensation for ENGINEERING SERVICES shall be per time and materials method in accordance with the estimated rates shown in Attachment IV. The not to exceed fee will be based on **8% of actual construction costs**.

The timeframe of the construction engineering will parallel the construction contract. If the construction contract is extended via change order, the engineering agreement will extend by the same timeframe. Should additional construction time be required, this agreement may be amended.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.

ATTACHMENT IV - FEE SCHEDULES

1. SCHEDULE OF HOURLY RATES

The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the OWNER, the ENGINEER may subcontract part of the services provided under this Agreement. If the ENGINEER subcontracts part of this work, the OWNER will pay the actual cost to the ENGINEER. "Cost to the ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work.

2025-2026 RATE SCHEDULE

Grade Classification of Employee	Hourly Rate	Grade Classification of Employee	Hourly Rate
Principal	183.00	Sr. Engineering Aide	111.00
Sr. Project Engineer II	178.00	Engineering Aide	100.00
Sr. Project Manager	178.00	Draftsperson	90.00
Sr. Structural Engineer	178.00	Sr. Party Chief	136.00
Sr. Project Engineer I	173.00	Party Chief	111.00
Structural Engineer	169.00	Instrument Operator	102.00
Project Engineer	168.00	Rodman	68.00
Professional Land Surveyor	139.00	Admin. Support Staff	50.00
Engineer	154.00		
Project Manager I	155.00	Vehicle	14.00
Project Manager	138.00	Total Station	15.00
Engineer (EIT)	130.00	Survey Equipment	36.00
Designer	120.00	Inspection Vehicle	11.00
Inspector I	117.00	Mileage	State Rate/Mi
Inspector II	121.00	Computer & Plotter	20.00 Flat Rate
Inspector III	125.00	UTV Rental	385.00 Flat Rate
GIS Coordinator	111.00	Drone Usage Fee	120.00 Flat Rate
Grant Administrator	70.00	Drone Roof Survey (Incl. Usage Fee)	172.00
Chief Engineering Aide	140.00	Drone Ground Control (Incl. Usage Fee)	183.00

The hourly rates itemized above shall be effective the date the parties, upon entering an agreement, have affixed their signatures and shall remain in effect until March 29, 2026. In the event that services of the engineer extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.