

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
AUGUST 10, 2016
7 P.M.**

(immediately following the Public Hearing)

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of minutes-July 27, 2016
4. Approval of Warrant List
5. Public Comment
6. Ordinance 16-17 Authorizing the Execution of an Annexation Agreement with RMR Investments, LLC Concerning Certain Territory
1630 South Broadway
7. Ordinance 16-18 Annexing Certain Territory
1630 South Broadway
8. Ordinance 16-19 Authorizing a Map Amendment, Variance And Conditional Use
1630 South Broadway

9. Resolution 16-10 Authorizing Entry into a Façade Improvements Grant Agreement with Nick Bulanda for the Commercial Building Located at 155 E. Division Street
10. Resolution 16-11 Authorizing Entry into a Façade Improvement Grant Agreement with Cesare Bratta for the Commercial Building Located at 680-684 & 690 S. Broadway
11. Resolution 16-12 Providing Police Back Up Policing Services For Contract Communities
12. Request to Purchase Village Communication Overhaul
13. Request for Payment 2nd & Final Payment
J.K. Trotter Enterprises
14. Waiver of a Portion of Building Permit Fees for the Assumption Of the Blessed Virgin Mary Catholic Church Renovation and Addition
15. Approving Mayor to enter into an Agreement with Sunset Cinema for “Movie in the Park”-Park Event Entertainment
16. Appoint of Park Board Vacancy
Sarah Beach
17. Report of Mayor
18. Report of Trustees: T. Bradley
J. Wren
D. Togliatti
D. Greggain
R. Bradley
N. Nelson
19. Report of Village Clerk
20. Report of Village Attorney
21. Report of Village Engineer

22. Report of Chief of Police
 23. Report of Village Administrator
 24. Adjourn
-

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 10, 2016

RE: FAÇADE IMPROVEMENT PROGRAM – 155 E DIVISION, ULTIMATE RIDES IMPROVEMENT

Nick Bulanda of Ultimate Rides has requested the Village’s assistance with the renewal of the façade of his business at 155 E Division. Nick owns the building that contains his business – Ultimate Rides. Mr. Bulanda plans upon bolstering his current online sales by building a showroom at this former dealership building. The Board and the P&Z Board provided eth conditional uses necessary for him to expand his existing business at the northwest corner of Broadway & Division to this location as well.

Mr. Bulanda presented the façade plan to the Planning & Zoning Board at its last meeting. The presentation was consistent with the elevations presented during the conditional use public hearings. A large portion of the cost of this façade is due to the dilapidated status of the building. A new footing will need to be poured on the façade’s entire north side in order to support the new construction and clear class to adorn the showroom space. In addition to the north side, the west side along Kankakee will receive improvements as well.

The request is to be provided \$74,000 towards the façade improvements on the building. Mark Heinle has prepared the Resolution and lien to be recorded on the property in line with the requirements of the Village façade improvement program (detailed in Section 37-30 of the Village Code). This program was provided within the current fiscal year’s expenditure for \$100,000 of participation. Centrue Bank shall be utilized to administer the construction loan to ensure improvements are provided in compliance with the approved plan (as they have with the prior three façade plan participants).

Recommendation:

Adopt Resolution No. _____: Authorizing Entry into a Facade Improvement Grant with Nicholas Bulanda of Ultimate Rides at 155 E Division.

155 E Division

- **Current status:** I have spent a large amount of money inside the building to get this place above code. Brand new meter socket, panel, and wire drop from the pole. Inside we ran brand new electric for the entire building. We installed brand new rooftop HVAC units along with commercial duct work. We updated everything structural inside the building, installed beams and any supporting walls needed to meet requirements. We created a new bathroom and updated all plumbing, including a triple basin oil separator for the floor drain. High end wall paint, prep, and roof repair have already been done. Facade brick work and preparation for the storefront windows on the far south end was completed at my expense. I wanted to create a preview for the way I plan finish the rest of my building. I plan to use this money to make the front of the building secure and structurally sound for years to come. These two front walls need major work, they do not have much structural support, sub par footings; and they are load bearing walls. We want to rebuild them from below ground to the roof. I plan to install very expensive glass on these walls and would like this to be done right. I want this building to be the center of attention as you drive into town. A large portion of the front will be glass with high end vehicles on display. I really think it will bring a nice visual effect to the area. I also wanted to apologize for the mess behind the building and at my other properties. After losing my baby brother it has been very hard getting everything caught up and in order. He was my best friend and the hardest working kid that I know. It took awhile for me to get back on pace, and I plan to make things right. I love this town and want to be here for years to come, I want the village happy and on board with the things I try to do for this town. My end goal is getting more tax dollars to this town and I believe this professional building will help achieve that.

Project Description:

- I plan to build temp walls and remove the entire front of this building. Pay the concrete company to remove the old footing and replace with a new 48" footing that will be below frost line. This will be above code and very secure for the storefront windows.
- After the new footing is in place, we will have the contractor install the new load bearing LVL beams, 2x6 front walls and facade awning bump out. This will all be prepared for the storefront window installation.
- I will have Glass House install 800 sq ft glass windows with a storefront doors. This will run 60 feet across the north side of building, and the front 30 feet of the west side. Also he will install a matching storefront setup on the middle west side of the building. This storefront will match the current one I have in place on the same wall towards the back. Glass overhead garage doors will be replaced with the current ones on the west side.
- Commercial siding will be installed to the front of the building after the windows are in place.
- Awning bump out, roof preparation and miscellaneous ground work will happen after everything is in place. I will install all electric and signage at my expense.
- Fence installation will happen after all clean up, garbage, tire removal and trailer removal. I plan to purchase a dumpster after we start this job to being backyard clean up.

Village of Coal City
Application for Façade Improvement

The information contained within this application is intended to assist the applicant in complying with the requirements of the Village's Façade Improvement Program. The standards set forth within Section 37.30 shall prevail if additional information is necessary or a conflict exists. The Village Board shall utilize this information during its consideration of your project.

Applicant(s) Name: NICK BULANDA Owner of Record

Address: 125 S. BROADWAY ST, COAL CITY IL 60416

Phone Number: 815-634-3900 Cell Number: 815-212-3968

Address of property: 155 E DIVISION PIN# of property: _____

Legal Description of property:
Current use of property: <u>AUTO REPAIR & SALES</u>
Assessed value of property: <u>120,000.⁰⁰</u>
<u>Improvement information:</u>
Contractor Name: <u>OWNER, GLASS HOUSE INC, KAUANAUGH CONCRETE</u> <input type="checkbox"/> Currently Registered
Cost Estimate: <u>74,000.⁰⁰</u>
Façade area: <u>NORTH SIDE OF BUILDING</u>
Request amount for grant: <u>74,000.⁰⁰</u>
Summary of improvements: <u>BUILD FOOTING, RE-FRAME LOAD BEARING WALLS, INSTALL GLASS INSTALL SIDING.</u>

Additional requirements:

Project Design

- Copies of the drawings of the proposed work, to scale and preferably in color

Project Description

- Brief narrative description of the project to include a listing of the materials to be utilized.

Current Photos

- Pictures of façade and particular areas to be enhanced.

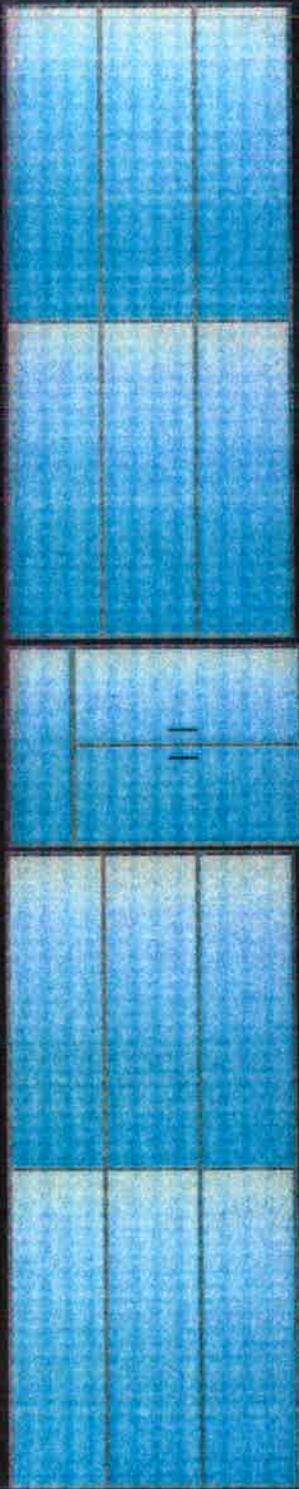
Security Payment

- Proof of security payment in the amount of 5% of the total project deposited with a qualified bank intended to be utilized for administration of this loan.

Work Performed	Cost
Excavate preparation and install 48" footing wall (90 linear feet)	8,800
Rebuild all front load bearing walls and preparation for store front windows (with materials)	8,500
Front walls - 800 sq ft store front windows with double glass door entry (30.00 per sq foot installed)	26,500
Side wall - store front window and single door Installation (30.00 per sq foot installed)	3,600
Commercial siding and awning facade installation	6,000
Insulation	1,000
Install 5/8" fire rated drywall, tape and paint	3,200
Roof Repair for new walls	1,500
Installation of 3 glass commercial garage doors (3,500 per door)	10,500
Fence around alley perimeter (120 linear feet)	3,200
2 dumpster rentals (material clean up, alley clean up)	1,200
Total	74000

Lighting, electric, signage, and ground work will be done at my expense.

**ULTIMATE
RIDES**



THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO A FAÇADE IMPROVEMENTS
GRANT AGREEMENT WITH NICHOLAS J. BULANDA FOR THE COMMERCIAL
BUILDING LOCATED AT 155 E. DIVISION STREET, COAL CITY, GRUNDY
COUNTY, ILLINOIS**

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

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2016

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENTRY INTO A FAÇADE IMPROVEMENTS
GRANT AGREEMENT WITH NICHOLAS J. BULANDA FOR THE COMMERCIAL
BUILDING LOCATED AT 155 E. DIVISION STREET, COAL CITY, GRUNDY
COUNTY, ILLINOIS**

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; and

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; 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 blight, to encourage private development in order to enhance the local tax base, to increase employment, promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the Village desires to promote the continued use and maintenance of commercial buildings in the Village in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business district consistent with the Village’s Comprehensive Plan; and

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

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development; and

WHEREAS, the Village previously enacted Ordinance No. 11-26 “An Ordinance Amending Chapter 37 of the Village of Coal City Code of Ordinances, as Amended, Establishing a Façade Improvement Program Within the Village of Coal City” on August 8, 2011 (the “Ordinance”); and

WHEREAS, the Ordinance provides and establishes a program under which qualifying owners of local commercial buildings located within certain designated areas of the Village may apply for a loan from the Village to fund certain eligible façade renovation activities (“Façade Improvement Program”); and

WHEREAS, Nicholas J. Bulanda (“Owner”) is the owner of that certain real property commonly known as 155 East Division Street, Coal City, Grundy County, Illinois and the improvements located thereon, (the “Property”); and

WHEREAS, Owner applied for a Façade Improvement Program grant in the amount of Seventy Four Thousand and No/100 Dollars (\$74,000.00) and requested approval of certain improvements to the existing building on the Property, which improvements are more particularly described in that certain *Façade Improvements Grant Agreement by and between the Village of Coal City and Nicholas J. Bulanda* and exhibits thereto, collectively attached hereto as Exhibit A (the “Agreement”) and incorporated as though fully set forth herein; and

WHEREAS, the Plan Commission reviewed and recommended approval of the façade improvement plans at an August 1, 2016 public meeting; and

WHEREAS, the Corporate Authorities of the Village conducted public meetings to consider the Owner's Façade Plans and Façade Improvement Program grant request on August 10, 2016; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that the Façade that the Agreement promotes the health, safety, and welfare of the Village and its residents, encourages further private investment and development, and enhances the Village's tax base; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that the renovation of the Property as shown in the Agreement is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes;

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

- A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.
- B. The Village Administrator, Village Attorney, and Village Clerk are further authorized

and directed to take such other and further actions as may be consistent with and reasonably necessary to carry out and give effect to the purpose and intent of this Resolution.

- C. Following mutual execution of the Agreement by all parties thereto, the Village Clerk is authorized and directed to record or cause the Agreement to be recorded against the Property at the Grundy County Recorder of Deeds and to charge Owner for any such recordation costs.
- D. 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 Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

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

SECTION 5. EFFECTIVENESS.

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

SO RESOLVED this _____ day of _____, 2016, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

FAÇADE IMPROVEMENTS GRANT AGREEMENT

[Attached on following pages]

4825-4859-2438, v. 1

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Mark R. Heinle
Ancel Glink Diamond Bush
DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This Space for Recorder's Use Only

FACADE IMPROVEMENTS GRANT AGREEMENT

THIS FACADE IMPROVEMENTS GRANT AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of August, 2016, and is by and between the **VILLAGE OF COAL CITY**, an Illinois municipal corporation ("**Village**") and **NICHOLAS J. BULANDA**, a natural person residing at 125 S. Broadway Street, Coal City, Illinois ("**Owner**"). The Village and Owner may each be referred to as a "**Party**" and collectively referred to as "**Parties**".

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's corporate authority, the parties agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Chapter 37.30 of the Coal City Municipal Code, the Coal City Board of Trustees is authorized to, among other things, recommend the payment of grants to business property owners for improvements to their building facades ("**Façade Program**").

B. The Owner holds legal title to the property commonly known as 155 E. Division Street, Coal City, Illinois ("**Property**"), and legally described in **Exhibit A** to this Agreement, and has applied for a Façade Program grant and requested approval of certain improvements for the existing building on the Property, which improvements are more particularly described in the cost estimate provided by Nicholas Bulanda, attached as **Exhibit B** to this Agreement. In addition to this estimate the improvement are depicted in an elevation, ("**Façade Plans**"), attached as **Exhibit C** to this Agreement.

C. The Village of Coal City Board of Trustees Planning Commission conducted a public meeting on August 1, 2016 and reviewed Owner's Application for Façade Improvement

("Application"), determined that the Façade Plans conform to applicable design standards, and recommended approval of the Façade Plans.

D. On August 10, 2016, the Village of Coal City Board of Trustees conducted a public meeting to consider the Owner's Façade Plans and the Application for a façade improvement grant, and approved a grant award to Owner in the amount of SEVENTY FOUR THOUSAND AND NO/100 DOLLARS (\$74,000.00) in accordance with the terms and conditions set forth herein.

E. The Village desires to provide a grant to the Owner for certain costs related to the Improvements pursuant to the Façade Program and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and pursuant to the Village's municipal authority, the parties do hereby agree as follows:

1. **RECITALS.**

The foregoing recitals are incorporated into, and made a part of, this Agreement as substantive provisions thereof.

2. **FAÇADE IMPROVEMENT GRANT.**

Pursuant to the Façade Program and subject to the conditions in this Agreement, the Village agrees to provide to the Owner a grant for an amount not to exceed SEVENTY FOUR THOUSAND AND NO/100 DOLLARS (\$74,000.00) towards the costs of the Façade Improvements ("**Façade Improvement Grant**") and this Agreement's related administration. The total Façade Improvement Grant is capital provided without any interest payment as long as it is repaid within 60 months from the execution of this Agreement.

3. **COSTS INCURRED DUE TO UNTIMELY PAYMENT.**

This Façade Improvement grant shall provide interest-free money for a maximum of 36 months after the date of this Agreement. Thereafter, interest shall be computed on the basis of a 360-day year of twelve 30-day months. All interest accrued shall be deferred for the first 60 months. Following the conclusion of 36-month initial interest-free period, the Façade Improvement Grant is subject to interest accrual and must be repaid with additional interest according to the standards set forth below:

<u>Principle</u>	<u>Repayment Period</u>	<u>Interest Rate</u>
0 – 36	months	0.00%
36 – 48	months	prime + 1.0%
48 - 60	months	prime + 1.5%
60 – 66	months	prime + 3.50% & deferred interest
66 – 72	months	prime + 7.00% & deferred interest
84 – 96	months	prime +10.00% & deferred interest

Interest is deferred during the first 60-month period and shall not be payable to the Village if all outstanding principal and any applicable interest thereon is repaid in full prior to expiration of the initial 60-month period. After the expiration of this 60-month period, interest shall be charged on the outstanding principal and unpaid deferred accrued interest and shall continue to be accrued

on a monthly basis. The interest deferred during the initial 60-month period shall be charged at the effective rate at the time the interest is added. Notwithstanding any of the foregoing, the Façade Improvement Loan may be prepaid in whole or in part without penalty at any time, at the option of Owner.

4. TIMELY REPAYMENT AND COMPLETION INCENTIVE.

Having previously paid the Village of Coal City a total administrative fee of \$538.60, if the Owner completes the project within the guidelines of the attached Façade Plans and repays the Façade Improvement Grant prior to the expiration of the initial 60-month period, the Owner shall receive a \$250 incentive for the successful completion of the terms set forth in this Agreement.

5. REMEDIES IN EVENT OF FAILURE OF TIMELY REPAYMENT OR OTHER DEFAULT.

- A. The following shall be considered an "***Event of Default***" under this Agreement:
- a. Owner fails to complete the Eligible Cost items; or
 - b. Any representation or warranty made by Owner in this Agreement is inaccurate or incomplete in any material and adverse respect as of the date made; or
 - c. Owner conveys the Property to a third party with any outstanding balance on the loan unpaid either prior to or at closing; or
 - d. Owner abandons the Property prior to completion of the Eligible Cost items, meaning that no substantial work is performed in connection with the Eligible Cost items for a period of six (6) consecutive months or diligent progress is otherwise not made towards substantial completion of the Eligible Cost items; or
 - e. Owner fails to repay the Façade Improvement Grant in full, inclusive of any interest accrued thereon, within 96 months as set forth in Section 3. Any portion of principal and/or interest remaining unpaid after 96 months' time shall be considered as a default on the initial grant of principal; or
 - f. Owner commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy or insolvency, or (ii) any creditor or governmental agency commences foreclosure or forfeiture proceedings concerning the Property, or (iii) Owner fails to pay any property taxes in full when due; or
 - g. Owner deviates from the approved and permitted Façade Plans or any Village-approved changes thereto; or

- h. Owner uses any portion of the Façade Improvement Grant for unapproved expenditures, or to satisfy any other debt or obligation of Owner.
- B. Upon the occurrence of an Event of Default, the Village may, at its sole option, declare the Façade Improvement Grant, inclusive of all outstanding Principal and any outstanding Interest accrued thereon, to be immediately due and payable without demand upon or presentment to Owner, which is expressly waived hereby. The Village may exercise any other rights and remedies available to it in law or in equity. No delay or omission on the part of the Village in exercising any right hereunder shall operate as a waiver of such right. Owner shall pay on demand all costs of collection and attorney's fees incurred or paid by the Village in enforcing the terms of this Agreement.
- C. Owner irrevocably authorizes any attorney of any court of competent jurisdiction to appear for Owner at any time after payment is due, whether by demand, acceleration or otherwise, and confess judgment, without process, in favor of the Village, against Owner for such amount as may be unpaid or otherwise due hereunder, together with costs of such proceedings and attorneys' fees. Owner hereby waives and releases any and all claims or causes of action which Owner might have against any attorney acting under the terms of the authority which Owner has granted herein arising out of or connected with the confession of any judgment hereunder. Owner acknowledges that the purpose of this loan is for a commercial use and not a consumer transaction as defined by 735 ILCS 5/2-1301(c).
- D. No Certificate of Occupancy. The Parties hereto agree that the Village shall not issue a final certificate of occupancy for the Property if Owner has committed an Event of Default under this Agreement. Thereafter, the Village shall not issue a final certificate of occupancy for the Property until (i) any such Event of Default is cured and (ii) all outstanding Principal and Interest having accrued thereon are paid in full.
- E. **Foreclose on Lien.** This Agreement shall constitute a lien on the Property in favor of the Village in the amount of the Façade Improvement Grant along with any applicable interest computed as set forth herein. Said lien shall be deemed perfected on the date this Agreement is recorded against the Property. In an Event of Default, the Village may enforce such lien in foreclosure proceedings as permitted by law.

6. **VILLAGE PAYMENT OF ELIGIBLE COSTS.**

Façade improvement program grants shall be administered by a bank located within Grundy or Will County via a Construction Drawdown Account. Prior to receiving disbursement(s), Owner or contractor must submit to an inspection by the bank, subject to review by Village staff, of all eligible costs as that term is defined in Section 37-30(A)(3) of the Village Code ("**Eligible Costs**") and must provide proof of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers, and contractor and subcontractor sworn statements shall provide evidence of work being completed utilizing labor at prevailing wages for Coal City.

7. PERFORMANCE OF ELIGIBLE COST ITEMS.

A. Compliance with Approved Plans. The Owner agrees that any items approved by the Village within this Agreement shall be performed in a good and workmanlike manner in strict accordance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations.

B. Applicable Standards. The Owner will perform the following obligations in connection with the Eligible Cost items:

i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes;

ii. Take all reasonable action to assure completion of the approved Eligible Cost items within a reasonable time period and within the term of this Agreement;

iii. Allow inspection of the work constituting the approved Eligible Cost items by authorized employees and agents of the Village to assure compliance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations;

iv. Maintain and allow access to the financial records that pertain to the approved Eligible Costs items by authorized employees and agents of the Village and any other agency involved with administration of the Façade Improvement Grant; and

v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks, and partial and final waivers of liens for at least three years following completion of the Eligible Cost items or such longer time as applicable regulations of the Façade Improvement Grant may require.

vi. To the extent that the Prevailing Wage Act, 820 ILCS 13010.01 *et. seq.*, applies, Owner and all contractors and subcontractors shall comply with the Act concerning payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on work constituting an Eligible Cost under this Agreement. Owner agrees for itself and for all contractors and subcontractors that prior to making any payments to laborers, workers or mechanics or to any contractor or subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idollratesIRates.htm>. Owner agrees to indemnify the Village for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. Owner shall insert into or require to be inserted into each contract with its contractors and subcontractors a written stipulation to the effect that, to the extent that the Prevailing Wage Act applies, each contractor and subcontractor shall comply with the Act.

8. TERM.

This Agreement shall terminate upon the first to occur of: (i) Owner's repayment in full of the façade improvement grant and any applicable interest or (ii) the date 10 years from the date first written above. Should eight (8) years pass and the façade improvement grant remain unpaid, the Village may exercise its lien rights as provided within section 5(B) of this agreement.

9. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder at Owner's expense, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by either of the parties hereto without prior written consent of the other party.

D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

E. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

F. 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 such rights, remedies and benefits allowed by law.

G. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

I. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Nicholas J. Bulanda
125 S. Broadway Street
Coal City, Illinois 60416

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Coal City
515 S. Broadway
Coal City, IL 60416
ATTN: Village Administrator

With a copy to:

Mark R. Heinle
Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

M. Incorporation of Exhibits. *Exhibits A through C*, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

N. Authority to Execute.

1. The Village. The Village hereby represents the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. The Owner. The Owner hereby represents to the Village that he is the owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

VILLAGE OF COAL CITY:

By: _____
Mayor Terry Halliday

ATTEST:

By: _____
Village Clerk Pamela Noffsinger

NICHOLAS J. BULANDA

By: _____

Dated: _____

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 NICHOLAS J. BULANDA [OWNER]**, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

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** and **PAMELA NOFFSINGER**, the President and Village Clerk respectively of the **VILLAGE OF COAL CITY**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

EXHIBIT A

Property Legal Description

A PIECE OF GROUND DESCRIBED AS COMMENCING AT A POINT 380 FEET OF THE SOUTHEAST CORNER OF THE INTERSECITON OF BROADWAY AND DIVISION STREETS IN COAL CITY; THENCE SOUTH 150 FEET, THENCE EAST 75 FEET, THENCE NORTH 150 FEET, THENCE WEST 75 FEET TO THE PLACE OF BEGINNING; LOCATED IN SECTION 2, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN GRUNDY COUNTY, ILLINOIS (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND THE RIGHT TO MINE AND REMOVE SAME).

Commonly known as: 155 E. Division Street, Coal City, Illinois 60416

P.I.N.: 09-02-102-001

EXHIBIT B

Façade Improvement Cost Estimate

(Inserted on Following Pages)

Work Performed	Cost
Excavate preparation and install 48" footing wall (90 linear feet)	8,800
Rebuild all front load bearing walls and preparation for store front windows (with materials)	8,500
Front walls - 800 sq ft store front windows with double glass door entry (30.00 per sq foot installed)	26,500
Side wall - store front window and single door Installation (30.00 per sq foot installed)	3,600
Commercial siding and awning facade installation	6,000
Insulation	1,000
Install 5/8" fire rated drywall, tape and paint	3,200
Roof Repair for new walls	1,500
Installation of 3 glass commercial garage doors (3,500 per door)	10,500
Fence around alley perimeter (120 linear feet)	3,200
2 dumpster rentals (material clean up, alley clean up)	1,200
Total	74000

Lighting, electric, signage, and ground work will be done at my expense.

EXHIBIT C

Façade Improvement Plans

(Inserted on Following Pages)

**ULTIMATE
RIDES**



MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 10, 2016

RE: FAÇADE IMPROVEMENT PROGRAM – 684 S BROADWAY, CYBER BROADCASTING EXPANSION

Cesare Bratta of Cyber Broadcasting has requested the Village’s assistance with the renewal of the façade of his business at 684 S. Broadway. Cesare owns the building that contains his business – Cyber Broadcasting. In addition to this space, the closing of the Mainline Video Store offers the opportunity for Mr. Bratta to expand his business into this additional space. The east side of the building is in need of restoration and investment.

Mr. Bratta presented the façade plan to the Planning & Zoning Board at its last meeting. He plans to open up the façade with a great deal of glass and make the entrances flush with the building façade to assist with maintenance. He has determined to wait upon whether awnings shall be needed. The Planning & Zoning previewed the improvements and found them to be satisfactory as presented.

The request is to be provided \$20,000 towards the façade improvements on the building. Mark Heinle has prepared the Resolution and lien to be recorded on the property in line with the requirements of the Village façade improvement program (detailed in Section 37-30 of the Village Code). This program was provided within the current fiscal year’s expenditure for \$100,000 of participation. Centru Bank shall be utilized to administer the construction loan to ensure improvements are provided in compliance with the approved plan (as they have with the prior three façade plan participants).

Recommendation:

Adopt Resolution No. _____: Authorizing Entry into a Facade Improvement Grant with Cesare Bratta of Cyber Broadcasting at 684 S. Broadway.

Façade Improvement Proposal

For

684 South Broadway Street

August 1, 2016

Cyber Broadcasting, L.L.C. is looking to expand its operation into the 684 South Broadway Street space, which was previously the Mainline Video store. This space will be used to expand the company's showroom and reception area, as well as the creation of a multi-purpose training room. The training room will be used for various education and meeting purposes for employees (e.g. tower certification training) and the public (i.e. computer classes, product demonstrations, etc.). It will also be available for special circumstances as when our conference room was used for the Tornado Call Center after the 2015 tornado.

The façade of the building is in need of an update to provide the professional image that Cyber Broadcasting wants to portray. Our plans are as follows:

1. Remove the old windows and frames and replace them with modern looking glass and steel frames, similar to the existing glass windows on our office at 680 South Broadway.
2. Remove the indented entry ways and bring the entry doors flush to the front of the building. This will eliminate the collection of leaves and garbage into the indented space.

Our plans are to perform most of the work ourselves, but contract out the glass and frame work to Jerry's Glass of Morris, Illinois. We anticipate the glass work to be approximately \$10,000.00. We are also anticipating another \$10,000.00 in other required material and signage.

Therefore, we are requesting a \$20,000.00 loan from the Façade Improvement Fund for this project.

Sincerely,

Cesare Bratta
President
Cyber Broadcasting, L.L.C.

Village of Coal City
Application for Façade Improvement

The information contained within this application is intended to assist the applicant in complying with the requirements of the Village's Façade Improvement Program. The standards set forth within Section 37.30 shall prevail if additional information is necessary or a conflict exists. The Village Board shall utilize this information during its consideration of your project.

Applicant(s) Name: Cesare Bratta Owner of Record
 Address: 684 S. Broadway, Coal City
 Phone Number: 815-634-8709 x101 Cell Number: 815 955 1168
 Address of property: 684 S. Broadway PIN# of property: _____

Legal Description of property: <u>ORIG TN Coal City 517' LT 14 & All LTS 15 + 16</u> <u>BLK 24 SEC 3-32-8</u>	
Current use of property: <u>was mainline video ; cyber Broadcasting is going to expand into space</u>	
Assessed value of property: <u>Net taxable value from Taxbill : \$87,495</u>	
<u>Improvement information:</u>	
Contractor Name: <u>Jerry's Glass</u>	<input type="checkbox"/> Currently Registered
Cost Estimate: <u>between \$10,000 and \$20,000</u>	
Façade area: <u>44' wide by 11' tall</u>	
Request amount for grant: <u>\$20,000</u>	
Summary of improvements: <u>Window area to be updated with new glass ;</u> <u>brick work completed as needed.</u>	

Additional requirements:

Project Design

- Copies of the drawings of the proposed work, to scale and preferably in color

Project Description

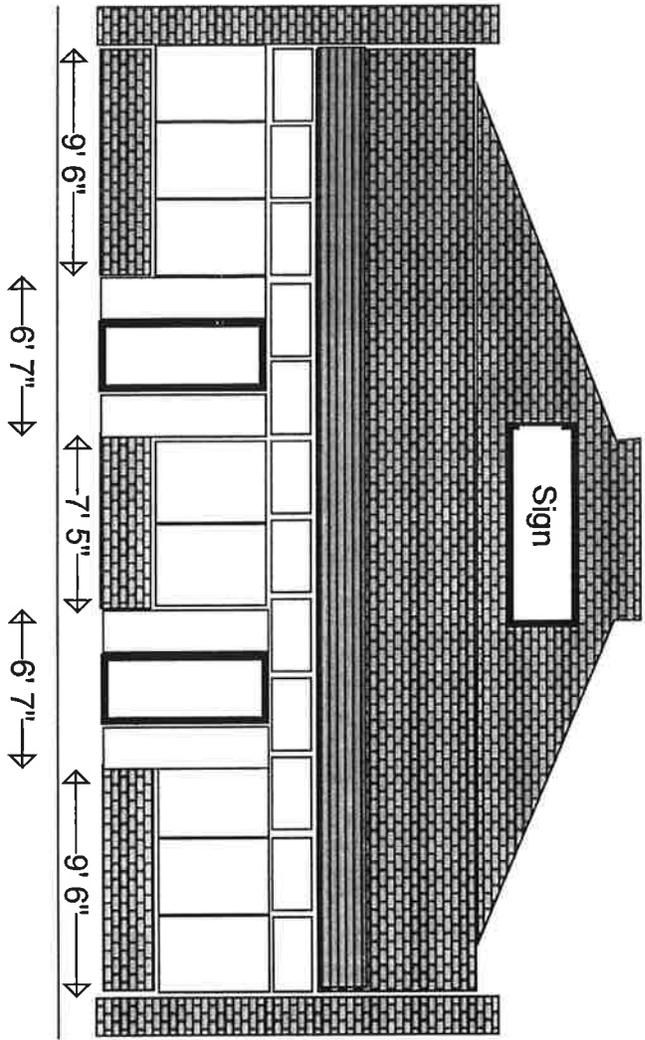
- Brief narrative description of the project to include a listing of the materials to be utilized.

Current Photos

- Pictures of façade and particular areas to be enhanced.

Security Payment

- Proof of security payment in the amount of 5% of the total project deposited with a qualified bank intended to be utilized for administration of this loan.



THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO A FAÇADE IMPROVEMENTS
GRANT AGREEMENT WITH CESARE BRATTA FOR THE COMMERCIAL
BUILDING LOCATED AT 680-684 AND 690 S. BROADWAY, COAL CITY, GRUNDY
COUNTY, ILLINOIS**

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

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2016

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENTRY INTO A FAÇADE IMPROVEMENTS
GRANT AGREEMENT WITH CESARE BRATTA FOR THE COMMERCIAL
BUILDING LOCATED AT 680-684 AND 690 S. BROADWAY, COAL CITY, GRUNDY
COUNTY, ILLINOIS**

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; and

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; 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 blight, to encourage private development in order to enhance the local tax base, to increase employment, promote property values, and to enter into contractual agreements with property owners and developers for the purpose of achieving such objectives; and

WHEREAS, the Village desires to promote the continued use and maintenance of commercial buildings in the Village in recognition of the positive impact that individual building improvements can have on the overall appearance, quality, and vitality of the downtown business district consistent with the Village’s Comprehensive Plan; and

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

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village is authorized to expend funds for economic development purposes, including making grants to commercial enterprises deemed desirable for the promotion of economic development; and

WHEREAS, the Village previously enacted Ordinance No. 11-26 “An Ordinance Amending Chapter 37 of the Village of Coal City Code of Ordinances, as Amended, Establishing a Façade Improvement Program Within the Village of Coal City” on August 8, 2011 (the “Ordinance”); and

WHEREAS, the Ordinance provides and establishes a program under which qualifying owners of local commercial buildings located within certain designated areas of the Village may apply for a loan from the Village to fund certain eligible façade renovation activities (“Façade Improvement Program”); and

WHEREAS, Cesare Bratta (“Owner”) is the owner of that certain real property commonly known as 680-684 and 690 Broadway, Coal City, Grundy County, Illinois and the improvements located thereon, (cumulatively the “Property”); and

WHEREAS, Owner applied for a Façade Improvement Program grant in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) and requested approval of certain improvements to the existing building on the Property, which improvements are more particularly described in that certain *Façade Improvements Grant Agreement by and between the Village of Coal City and Cesare Bratta* and exhibits thereto, collectively attached hereto as Exhibit A (the “Agreement”) and incorporated as though fully set forth herein; and

WHEREAS, the Plan Commission reviewed and recommended approval of the façade improvement plans at an August 1, 2016 public meeting; and

WHEREAS, the Corporate Authorities of the Village conducted public meetings to consider the Owner's Façade Plans and Façade Improvement Program grant request on August 10, 2016; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that the Façade that the Agreement promotes the health, safety, and welfare of the Village and its residents, encourages further private investment and development, and enhances the Village's tax base; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that the renovation of the Property as shown in the Agreement is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes;

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

- A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.
- B. The Village Administrator, Village Attorney, and Village Clerk are further authorized

and directed to take such other and further actions as may be consistent with and reasonably necessary to carry out and give effect to the purpose and intent of this Resolution.

- C. Following mutual execution of the Agreement by all parties thereto, the Village Clerk is authorized and directed to record or cause the Agreement to be recorded against the Property at the Grundy County Recorder of Deeds and to charge Owner for any such recordation costs.
- D. 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 Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

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

SECTION 5. EFFECTIVENESS.

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

SO RESOLVED this _____ day of _____, 2016, 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

FAÇADE IMPROVEMENTS GRANT AGREEMENT

[Attached on following pages]

4827-5103-3654, v. 1

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Mark R. Heinle
Ancel Glink Diamond Bush
DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This Space for Recorder's Use Only

FACADE IMPROVEMENTS GRANT AGREEMENT

THIS FACADE IMPROVEMENTS GRANT AGREEMENT (“*Agreement*”) is made and entered into as of the _____ day of August, 2016, and is by and between the **VILLAGE OF COAL CITY**, an Illinois municipal corporation (“*Village*”) and **CESARE BRATTA**, a natural person residing at 765 Quail Run, Coal City, Illinois (“*Owner*”). The Village and Owner may each be referred to as a “*Party*” and collectively referred to as “*Parties*”.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s corporate authority, the parties agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Chapter 37.30 of the Coal City Municipal Code, the Coal City Board of Trustees is authorized to, among other things, recommend the payment of grants to business property owners for improvements to their building facades (“*Façade Program*”).

B. The Owner holds legal title to the property commonly known as 680, 684 and 690 South Broadway Street, Coal City, Illinois (cumulatively, the “*Property*”), and legally described in **Exhibit A** to this Agreement, and has applied for a Façade Program grant and requested approval of certain improvements for the existing building on the Property, which improvements are more particularly described in the cost estimate provided by Cesare Bratta, attached as **Exhibit B** to this Agreement. In addition to this estimate the improvement are depicted in an elevation, (“*Facade Plans*”), attached as **Exhibit C** to this Agreement.

C. The Village of Coal City Board of Trustees Planning Commission conducted a public meeting on August 1, 2016 and reviewed Owner’s Application for Façade Improvement

(“**Application**”), determined that the Façade Plans conform to applicable design standards, and recommended approval of the Façade Plans.

D. On August 10, 2016, the Village of Coal City Board of Trustees conducted a public meeting to consider the Owner’s Façade Plans and the Application for a façade improvement grant, and approved a grant award to Owner in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) in accordance with the terms and conditions set forth herein.

E. The Village desires to provide a grant to the Owner for certain costs related to the Improvements pursuant to the Façade Program and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and pursuant to the Village’s municipal authority, the parties do hereby agree as follows:

1. **RECITALS.**

The foregoing recitals are incorporated into, and made a part of, this Agreement as substantive provisions thereof.

2. **FAÇADE IMPROVEMENT GRANT.**

Pursuant to the Façade Program and subject to the conditions in this Agreement, the Village agrees to provide to the Owner a grant for an amount not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) towards the costs of the Façade Improvements (“**Façade Improvement Grant**”) and this Agreement’s related administration. The total Façade Improvement Grant is capital provided without any interest payment as long as it is repaid within 60 months from the execution of this Agreement.

3. **COSTS INCURRED DUE TO UNTIMELY PAYMENT.**

This Façade Improvement grant shall provide interest-free money for a maximum of 36 months after the date of this Agreement. Thereafter, interest shall be computed on the basis of a 360-day year of twelve 30-day months. All interest accrued shall be deferred for the first 60 months. Following the conclusion of 36-month initial interest-free period, the Façade Improvement Grant is subject to interest accrual and must be repaid with additional interest according to the standards set forth below:

<u>Principle Repayment Period</u>		<u>Interest Rate</u>
0 – 36	months	0.00%
36 – 48	months	prime + 1.0%
48 - 60	months	prime + 1.5%
60 – 66	months	prime + 3.50% & deferred interest
66 – 72	months	prime + 7.00% & deferred interest
84 – 96	months	prime +10.00% & deferred interest

Interest is deferred during the first 60-month period and shall not be payable to the Village if all outstanding principal and any applicable interest thereon is repaid in full prior to expiration of the initial 60-month period. After the expiration of this 60-month period, interest shall be charged on the outstanding principal and unpaid deferred accrued interest and shall continue to be accrued

on a monthly basis. The interest deferred during the initial 60-month period shall be charged at the effective rate at the time the interest is added. Notwithstanding any of the foregoing, the Façade Improvement Loan may be prepaid in whole or in part without penalty at any time, at the option of Owner.

4. TIMELY REPAYMENT AND COMPLETION INCENTIVE.

Having previously paid the Village of Coal City a total administrative fee of \$328.00, if the Owner completes the project within the guidelines of the attached Façade Plans and repays the Façade Improvement Grant prior to the expiration of the initial 60-month period, the Owner shall receive a \$250 incentive for the successful completion of the terms set forth in this Agreement.

5. REMEDIES IN EVENT OF FAILURE OF TIMELY REPAYMENT OR OTHER DEFAULT.

- A. The following shall be considered an "***Event of Default***" under this Agreement:
- a. Owner fails to complete the Eligible Cost items; or
 - b. Any representation or warranty made by Owner in this Agreement is inaccurate or incomplete in any material and adverse respect as of the date made; or
 - c. Owner conveys the Property to a third party with any outstanding balance on the loan unpaid either prior to or at closing; or
 - d. Owner abandons the Property prior to completion of the Eligible Cost items, meaning that no substantial work is performed in connection with the Eligible Cost items for a period of six (6) consecutive months or diligent progress is otherwise not made towards substantial completion of the Eligible Cost items; or
 - e. Owner fails to repay the Façade Improvement Grant in full, inclusive of any interest accrued thereon, within 96 months as set forth in Section 3. Any portion of principal and/or interest remaining unpaid after 96 months' time shall be considered as a default on the initial grant of principal; or
 - f. Owner commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy or insolvency, or (ii) any creditor or governmental agency commences foreclosure or forfeiture proceedings concerning the Property, or (iii) Owner fails to pay any property taxes in full when due; or
 - g. Owner deviates from the approved and permitted Façade Plans or any Village-approved changes thereto; or
 - h. Owner uses any portion of the Façade Improvement Grant for unapproved expenditures, or to satisfy any other debt or obligation of Owner.

- B. Acceleration. Upon the occurrence of an Event of Default, the Village may, at its sole option, declare the Façade Improvement Grant, inclusive of all outstanding Principal and any outstanding Interest accrued thereon, to be immediately due and payable without demand upon or presentment to Owner, which is expressly waived hereby. The Village may exercise any other rights and remedies available to it in law or in equity. No delay or omission on the part of the Village in exercising any right hereunder shall operate as a waiver of such right. Owner shall pay on demand all costs of collection and attorney's fees incurred or paid by the Village in enforcing the terms of this Agreement.
- C. Confession of Judgment. Owner irrevocably authorizes any attorney of any court of competent jurisdiction to appear for Owner at any time after payment is due, whether by demand, acceleration or otherwise, and confess judgment, without process, in favor of the Village, against Owner for such amount as may be unpaid or otherwise due hereunder, together with costs of such proceedings and attorneys' fees. Owner hereby waives and releases any and all claims or causes of action which Owner might have against any attorney acting under the terms of the authority which Owner has granted herein arising out of or connected with the confession of any judgment hereunder. Owner acknowledges that the purpose of this loan is for a commercial use and not a consumer transaction as defined by 735 ILCS 5/2-1301(c).
- D. No Certificate of Occupancy. The Parties hereto agree that the Village shall not issue a final certificate of occupancy for the Property if Owner has committed an Event of Default under this Agreement. Thereafter, the Village shall not issue a final certificate of occupancy for the Property until (i) any such Event of Default is cured and (ii) all outstanding Principal and Interest having accrued thereon are paid in full.
- E. Foreclose on Lien. This Agreement shall constitute a lien on the Property in favor of the Village in the amount of the Façade Improvement Grant along with any applicable interest computed as set forth herein. Said lien shall be deemed perfected on the date this Agreement is recorded against the Property. In an Event of Default, the Village may enforce such lien in foreclosure proceedings as permitted by law.

6. VILLAGE PAYMENT OF ELIGIBLE COSTS.

Façade improvement program grants shall be administered by a bank located within Grundy or Will County via a Construction Drawdown Account. Prior to receiving disbursement(s), Owner or contractor must submit to an inspection by the bank, subject to review by Village staff, of all eligible costs as that term is defined in Section 37-30(A)(3) of the Village Code ("**Eligible Costs**") and must provide proof of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers, and contractor and subcontractor sworn statements shall provide evidence of work being completed utilizing labor at prevailing wages for Coal City.

7. PERFORMANCE OF ELIGIBLE COST ITEMS.

A. Compliance with Approved Plans. The Owner agrees that any items approved by the Village within this Agreement shall be performed in a good and workmanlike manner in strict accordance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations.

B. Applicable Standards. The Owner will perform the following obligations in connection with the Eligible Cost items:

i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes;

ii. Take all reasonable action to assure completion of the approved Eligible Cost items within a reasonable time period and within the term of this Agreement;

iii. Allow inspection of the work constituting the approved Eligible Cost items by authorized employees and agents of the Village to assure compliance with this Agreement, the Façade Plans, and all applicable Village codes, ordinances, rules, and regulations;

iv. Maintain and allow access to the financial records that pertain to the approved Eligible Costs items by authorized employees and agents of the Village and any other agency involved with administration of the Façade Improvement Grant; and

v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, canceled checks, and partial and final waivers of liens for at least three years following completion of the Eligible Cost items or such longer time as applicable regulations of the Façade Improvement Grant may require.

vi. To the extent that the Prevailing Wage Act, 820 ILCS 13010.01 *et. seq.*, applies, Owner and all contractors and subcontractors shall comply with the Act concerning payment of prevailing rate of wages to all laborers, workmen, and mechanics engaged on work constituting an Eligible Cost under this Agreement. Owner agrees for itself and for all contractors and subcontractors that prior to making any payments to laborers, workers or mechanics or to any contractor or subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idollrates/Rates.htm>. Owner agrees to indemnify the Village for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws. Owner shall insert into or require to be inserted into each contract with its contractors and subcontractors a written stipulation to the effect that, to the extent that the Prevailing Wage Act applies, each contractor and subcontractor shall comply with the Act.

8. TERM.

This Agreement shall terminate upon the first to occur of: (i) Owner's repayment in full of the façade improvement grant and any applicable interest or (ii) the date 10 years from the date first written above. Should eight (8) years pass and the façade improvement grant remain unpaid, the Village may exercise its lien rights as provided within section 5(B) of this agreement.

9. GENERAL PROVISIONS.

A. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder at Owner's expense, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement.

B. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

C. Assignment. No part of this Agreement may be assigned by either of the parties hereto without prior written consent of the other party.

D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect.

E. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

F. 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 such rights, remedies and benefits allowed by law.

G. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Village's right to enforce such rights of any other rights.

I. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid.

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Cesare Bratta
765 Quail Run
Coal City, Illinois 60416

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Coal City
515 S. Broadway
Coal City, IL 60416
ATTN: Village Administrator

With a copy to:

Mark R. Heinle
Ancel Glink Diamond Bush DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

J. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

L. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

M. Incorporation of Exhibits. *Exhibits A through C*, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

N. Authority to Execute.

1. **The Village.** The Village hereby represents the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by its Corporate Authorities.

2. **The Owner.** The Owner hereby represents to the Village that he is the owner of the Property and is therefore the only entity that may encumber the Property with this Agreement and that the persons executing this Agreement on its behalf have been properly authorized to do so.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

VILLAGE OF COAL CITY:

By: _____
Mayor Terry Halliday

ATTEST:

By: _____
Village Clerk, Pamela Noffsinger

CESARE BRATTA

By: _____

Dated: _____

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 CESARE BRATTA [OWNER]**, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

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** and **PAMELA NOFFSINGER**, the President and Village Clerk respectively of the **VILLAGE OF COAL CITY**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

Seal

My Commission expires: _____

EXHIBIT A

Property Legal Description

THE SOUTH 17 FEET OF LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 24 OF THE ORIGINAL TOWN OF COLA CITY, IN GRUNDY COUNTY, ILLINOIS.

Commonly known as: 680, 684 and 690 S. Broadway Street, Coal City, Illinois 60416

P.I.N.: 09-03-429-012

EXHIBIT B

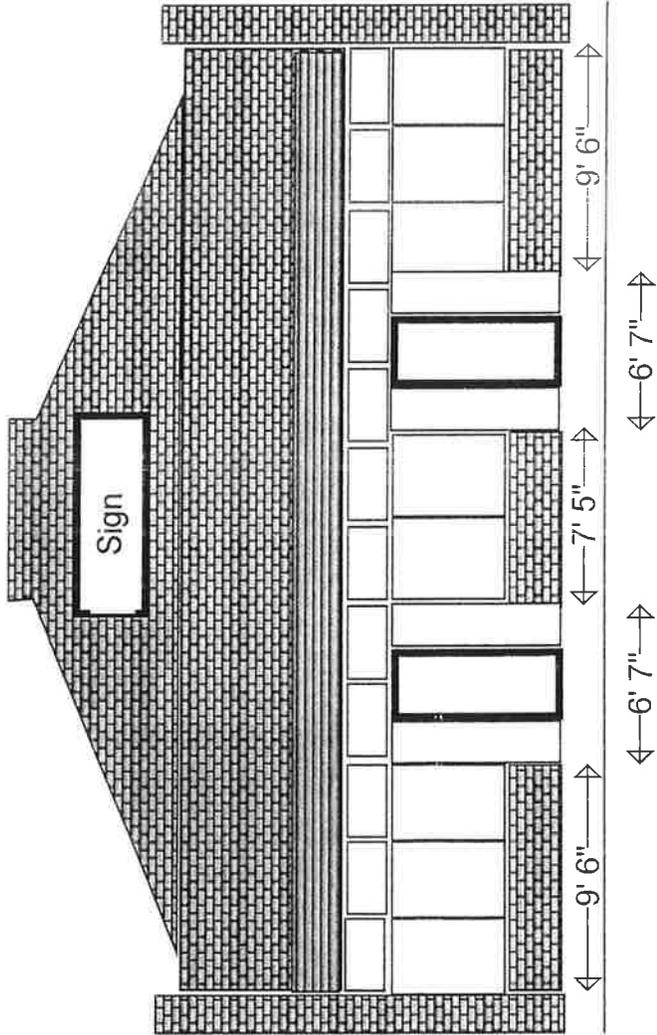
Façade Improvement Cost Estimate

(Inserted on Following Pages)

EXHIBIT C

Façade Improvement Plans

(Inserted on Following Pages)



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 10, 2016

RE: BACKUP POLICE SERVICE PROVISION FOR ADJACENT CONTRACT COMMUNITIES

The Village of Coal City has identified a large liability that exists due to its geographic location and the provision of policing service by Grundy County to adjacent municipalities to Coal City. One of the recent approaches identified to increase overall financial solvency calls for the reduction of liabilities. This topic has been one that has received a great deal of time and attention in order to identify solutions to the current solution. This attention has greatly reduced the overall provision of services to contract communities by the Coal City Police Department. What had exceeded 100 calls per year outside of Coal City have been reduced downwards to 40 per year during the time Coal City has attempted to find other means of changing the current practices.

Diamond, which receives the greatest amount of support from Coal City backing up Grundy County, informed Coal City PD to stay within its borders due to Will County being the municipality's secondary service provider. This change has resulted in some reduction in calls for service as well. However, in order to continue with the limited calls for which Coal City is requested to assist, an intergovernmental agreement (IGA) has been provided by which Coal City could be assured the liability taken on due to its service to contract communities would be borne by those communities receiving service.

This IGA calls for the contract communities of Carbon Hill and Diamond to enter into an agreement with Coal City in order to receive backup policing services within each of their respective municipalities. This agreement calls for a small payment for a portion of the liability insurance related to the total number of calls provided to each community. In addition to this expense, each community must bear the liability for workers compensation increases and disability benefits resulting from an incident suffered due to responding within its borders. This agreement would push the burden for the liability of public safety provision back to the communities in which the service is being provided; otherwise, the Coal City residents shoulder this burden for service being provided to adjoining communities.

Communication has been ongoing with Diamond. Carbon Hill's calls are minimal annually, but providing this policy for one adjacent contract community would fall upon them as well. Mayor Pacchetti has not been working on actions regarding this matter since his attendance to a meeting on March 26, 2015 when Coal City was attempting to close the existing problem that had already been the subject of debate with both communities and Grundy County. The IGA provides 60

days in which either or both of the communities may decide upon its entrance into an agreement with Coal City. At the conclusion of this time, directions for Grundy County Consolidated Dispatching shall be provided in order to reduce Coal City's existing liability.

This Resolution is an attempt to set public policy and offer the terms by which Coal City can continue to provide service within these adjacent communities. The current practice seems to have occurred through historical practice and some existing capacity. However, utilizing these services without any terms of utilization open Coal City to a liability beyond what is required to be supported and cannot be reciprocated due to the paucity of public safety staff for which each community contracts with Grundy County for essential services.

Recommendation:

Adopt Resolution No. _____: Providing Terms by which Coal City may Provide Backup Policing Services for Contract Communities.

RESOLUTION NO. 16 - _____

A RESOLUTION PROVIDING THE MEANS BY WHICH COAL CITY MAY ASSIST WITH BACKUP POLICING SERVICES FOR CONTRACT COMMUNITIES

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other local unit of local government; and

WHEREAS, in the spirit of intergovernmental cooperation, Grundy County provides municipal policing for incorporated areas within Grundy County, including municipalities adjacent to the Village of Coal City, hereafter referred to as contract communities; and

WHEREAS, although Grundy County sets rates and collects fees for the provision of necessary municipal policing services within certain municipalities that contract with it for the provision of services, the Village of Coal City has nevertheless been relied upon without compensation or contract, by the municipalities under contract with Grundy County to respond to calls for service within their borders, which often results in Coal City officers taking on the role of first responders during their response; and

WHEREAS, the Village of Coal City and its officers face the same risks and assumes the same liability during responses within other municipalities as calls within its own boundaries, including a 2014 incident wherein Diamond resident Steven Gear sued the Village of Coal City for an extraterritorial police response wherein police assistance was rendered in the Village of Diamond, which results in additional liability claims experience as well as requiring the payment of \$5,000 to satisfy the Village's liability insurer; and

WHEREAS, the Village of Coal City has continuously attempted to identify a means by which adjacent municipalities may support the ongoing provision of Coal City police services for their residents whereby the liability of providing a free service to municipalities outside of Coal City would not expose Coal City to tremendous financial risk without compensation; and

WHEREAS, it is incumbent upon the Village Board of Coal City to balance its desire to provide municipal services in a cooperative manner along with their duty to protect the interests of Coal City residents; and

WHEREAS, the leaders of adjacent contract communities met with representatives of the Village of Coal City in March of 2015 and expressed their desire to not place undue burden or greater liability upon the Coal City residents and requested backup policing services to be provided by Will County rather than the Village; and

WHEREAS, the total calls for Coal City police services in neighboring municipalities have been greatly reduced, but remain a primary means of assisting with policing services due to the limited number of officers available to respond within the Coal City area of Grundy County; and

WHEREAS, the Corporate authorities of the Village of Coal City have continuously attempted to stress the importance of this issue and work with neighboring communities and Grundy County to find the means by which Coal City can continue to offer assistance while mitigating liability due to its participation and provision of services to residents who do not contribute Coal City municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS AS FOLLOWS:

1. That the above recitals are hereby incorporated into the body of the Resolution and restated as though set forth herein.
2. The Village Board offers the intergovernmental agreement provided in Exhibit A to those adjacent contract communities as a means by which Coal City Police Department resources may continue to be relied upon for necessary assistance when primary public safety service providers cannot provide timely services.
3. The offer of service contained herein expires as of October 11, 2016. Thereafter, the letter contained within Exhibit B shall be provided to Grundy County Consolidated Dispatch informing them to maintain the desires of Coal City's adjacent contract communities and rely solely upon the public safety services of Grundy and Will Counties to ensure the safety of their residents.

PASSED AND APPROVED this 11th day of August, 2016.

VILLAGE OF COAL CITY

ATTEST

By _____
Terry Halliday, Mayor

By _____
Pamela Noffsinger, Clerk

EXHIBIT A

Diamond IGA

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAW
ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of this ____ day of _____, _____, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Coal City”), and the VILLAGE OF DIAMOND, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Diamond”), (collectively, Coal City and Diamond shall be known as the “Parties”). In consideration of the recitals and mutual covenants and agreements set forth below, the parties hereby agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Coal City and Diamond are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, Coal City has full power and authority under Division 11 of the Illinois Municipal Code to create, maintain and establish regulations governing its police department;

WHEREAS, Coal City is authorized by Section 11-1-2.1 of the Illinois Municipal Code to enter into agreements with other municipalities to furnish police assistance upon request;

WHEREAS, Section 7-4-7 and 7-4-8 of the Illinois Municipal Code grant Coal City police officers the power to exercise their full authority as peace officers within adjoining municipalities in the same County, including the Village of Diamond;

WHEREAS, Grundy County (hereinafter, the “County”) is authorized to and does provide law enforcement services through its Sheriff’s Department as authorized by Division 3-6 of the Illinois Counties Code, 55 ILCS 5/3-6001, *et seq.*;

WHEREAS, Diamond does not maintain a police department of its own;

WHEREAS, the County has entered into an intergovernmental agreement with Diamond to provide law enforcement services to Diamond in return for compensation;

WHEREAS, the Parties find that Coal City is not a party to the intergovernmental agreement between Diamond and Grundy County and that Diamond does not presently contract for the provision of any law enforcement services from Coal City and that Coal City does not receive compensation for providing police assistance within Diamond;

WHEREAS, despite the absence of any intergovernmental agreement or compensation, Coal City has historically provided law enforcement services to Diamond on both a first-responder basis and in a secondary, back-up capacity to first-responding County law enforcement personnel;

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) of Diamond have determined that there presently exists a need for additional police services within the Village of Diamond insofar as the Grundy County Sheriff is occasionally unable to respond to situations in a timely fashion and the County’s resources are limited and sometimes require the provision of certain back-up assistance in responding to calls within Diamond;

WHEREAS, Diamond has requested that dispatchers and Grundy County Sheriff’s personnel first contact the Will County Sheriff’s Department to request law enforcement back-up within Diamond, but that there remains a need from time to time to request additional or alternative backup services from the Coal City Police Department;

WHEREAS, the Parties recognize and reaffirm their respective commitments to providing for a continuation of Coal City’s provision of ancillary, supportive law enforcement services to Diamond by responding to requests for back-up assistance from the County as provided herein, where the County shall at all times maintain primary responsibility for the provision of law enforcement services in Diamond as the lead agency (the “Lead Agency”), and Coal City shall provide, upon request by the highest-ranking officer present for the Lead Agency and, in the sole discretion of the highest-ranking officer present for Coal City based on the availability of sufficient personnel and/or equipment to provide the requested “Police Assistance” (as herein defined) without threatening the health, safety and welfare of the residents of Coal City due to a lack of available law enforcement resources or otherwise, ancillary law enforcement support services within Diamond including, but not limited to, securing scenes for the Lead Agency and directing traffic (cumulatively, the “Police Assistance”);

WHEREAS, Coal City desires to continue offering Police Assistance to the County within the territorial limits of Diamond as provided above, as well as in the event of any “Emergency” or “Disaster” covered by the Law Enforcement Mutual Aid Agreement for which assistance is requested by Diamond, as those terms are defined therein;

WHEREAS, the Parties wish to associate, cooperate, provide and receive, respectively, Police Assistance in Diamond in an equitable and fiscally responsible manner that protects the health, life, safety and welfare of the public, law enforcement and emergency responders while also limiting the liability exposure of Coal City arising out of the provision of the free Police Assistance within Diamond as provided for herein;

WHEREAS, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement and provide and receive, respectively, Police Assistance in Diamond in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the Village of Coal City and Village of Diamond hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Effective Date. This Agreement shall become effective on October 10, 2016.

3. Term. This Agreement shall continue in effect on and after the Effective Date until such time as it may be terminated in accordance with the provisions of the Agreement.

4. Authorizations. The Village of Coal City Police Department shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the Village of Diamond, the Village of Coal City, the State of Illinois, and the United States (cumulatively, the "Laws") upon and within the corporate limits of Diamond.

5. Scope of Services. The Parties acknowledge and agree that the Grundy County Sheriff's Department (the "Lead Agency") shall at all times maintain primary responsibility for the provision of law enforcement services within Diamond and that nothing herein shall be construed to obligate Coal City in any particular circumstance to provide Police Assistance. Notwithstanding the foregoing, Coal City shall provide certain backup, ancillary law enforcement support services in the nature of securing scenes for the Lead Agency and directing traffic to enhance in a supporting role the Lead Agency's provision of law enforcement services within Diamond (the "Police Assistance").

6. Limitation of Support Services. Diamond agrees that it shall instruct law enforcement dispatch operations with jurisdiction over the Village of Diamond to direct service calls to the Grundy County Sheriff. Diamond further agrees that it shall instruct the Grundy County Sheriff's Department to request law enforcement assistance in Diamond from the Will County Sheriff prior to requesting Police Assistance from Coal City. It is further mutually understood and agreed that Coal City shall not have its officers, vehicles or equipment specifically designated for patrol within Diamond or serve as first responders in a lead agency capacity in response to calls from dispatch, but rather that Coal City police officers shall be empowered to enforce the Laws within Diamond as may be reasonable, necessary or convenient for and during the provision of Police Assistance to the Lead Agency.

7. Requests for Police Assistance. Grundy County may initiate a direct request for Police Assistance from Coal City as the supporting agency within Diamond whenever deemed advisable by the highest-ranking officer on duty for the Grundy County Sheriff. Coal City shall exercise good faith in rendering Police Assistance to Grundy County within Diamond upon request when, in the sole discretion of the Coal City Police Chief sufficient personnel and/or equipment are available to provide the requested Police Assistance without threatening

the health, safety and welfare of the public within the Village of Coal City due to a lack of available law enforcement resources or otherwise. Nothing in this Agreement is intended, and shall not be construed, to require Coal City to respond to dispatch calls or provide Police Assistance or other law enforcement services for events that occur outside of the Village of Coal City, except as may be otherwise required by statute and any other mutual aid agreement or law enforcement service contract that may be in effect.

8. Command & Independent Contractor Status. Except as may be otherwise noted herein, Coal City Police Department personnel shall remain at all times under the command, control and direction of the highest-ranking officer on duty of the Coal City Police Department. At all times during the performance of this Agreement, Coal City law enforcement personnel shall remain employees and agents of the Village of Coal City and shall adhere to the policies and procedures of their own employer. As employees of Coal City, Coal City shall have full and exclusive control over the specific means, manner and methods used in providing the Police Assistance contemplated by this Agreement and the Parties agree that any Coal City officer rendering Police Assistance in Diamond pursuant to this Agreement shall be an independent contractor and shall not be an employee, agent or servant of Grundy County or Diamond.

9. Liability Coverage.

- A. Coal City shall maintain, at all times during the term of the Agreement, commercial insurance or risk financing through its participation in a self-insured intergovernmental risk pool, general liability coverage specifically including law enforcement professional liability, automobile liability, bodily injury and property damage in the minimal amount of \$4,000,000.00 combined single limit per occurrence with an aggregate no less than twice the occurrence limit to insure against liability incurred in the rendering of Police Assistance under this Agreement (cumulatively, the “Liability Coverage”).
- B. The Parties acknowledge and agree that Coal City’s self-insurance pool or insurance carrier providing the Liability Coverage herein required, shall calculate the portion of Coal City’s annual Liability Coverage premium specifically and uniquely attributable to the provision of Police Assistance in Diamond as provided in this Agreement (the “Diamond Liability Premium”) and Coal City shall present the Diamond Liability Premium to the Corporate Authorities of Diamond prior to the execution of this Agreement and, thereafter, within thirty (30) days of any change in the Diamond Liability Premium, not to exceed once per calendar year. The Diamond Liability Premium shall include any increase in premiums payable by Coal City as a result of losses incurred or claims made against Coal City in connection with the performance of Police Assistance in Diamond. By entering into this Agreement, Diamond acknowledges and agrees that it accepts the Diamond Liability Premium as being true and correct and agrees to pay the Diamond Liability Premium within thirty (30) days of the Effective Date and, thereafter, within thirty (30) days of receiving notice from Coal City that the Diamond

Liability Premium has changed. Said payments shall be remitted on an annual basis. The Parties agree to exercise good-faith in reaching agreement as to the amount of the Diamond Liability Premium. Where the Parties are unable, in good faith, to reach agreement as to the Diamond Liability Premium within thirty (30) days of Coal City's provision of notice and documentation as provided herein, then the Parties agree to mediate their dispute. If mediation is unsuccessful and the Parties are still unable to reach agreement as to the Diamond Liability Premium, then the Parties may exercise their rights at law or in equity as to the amount due and owing from Diamond to Coal City to make Coal City whole for its obligation to pay increased premiums resulting from any and all liabilities, obligations, losses, claims, or demands incurred by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered pursuant to this Agreement, and the Agreement shall be terminated and of no further force and effect as to future obligations.

- C. In addition to paying the Diamond Liability Premium, Diamond shall reimburse Coal City in full within thirty (30) days of Coal City providing notice to Diamond of any Liability Coverage deductible paid by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered by Coal City within the corporate limits of Diamond.
- D. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- E. The rights and obligations set forth in this Paragraph 9 shall survive the termination of the Agreement.

10. Employment Coverage.

- A. Coal City shall maintain, at all times during the term of the Agreement, commercial insurance or risk financing through its participation in a self-insured intergovernmental risk pool, workers' compensation coverage in accordance with statutory minimums, and employer's liability coverage in an amount not less than \$500,000.00 per occurrence for all of its employees (cumulatively, the "Employment Coverage").

- B. Coal City shall promptly provide Diamond with notification and documentation reflecting any increased Employment Coverage premiums where Coal City has experienced an increased detrimental loss ratio as a result of an injury, casualty or loss suffered by a Coal City employee in connection with the performance of Police Assistance in Diamond in the preceding year or where the Employment Coverage continues providing payments related to such a claim arising in a prior year. The Parties acknowledge and agree to exercise good-faith in reaching agreement as to the amount of any increase in Coal City's Employment Coverage aggregate annual premiums that is attributable to compensable injuries, casualties and losses suffered by Coal City employees in connection with the performance of Police Assistance in Diamond as provided in this Agreement (the "Diamond Employment Coverage Premium Increment"). Where the Parties are unable, in good faith, to reach agreement as to the Diamond Employment Coverage Premium Increment within thirty (30) days of Coal City's provision of notice and documentation as provided herein, then the Parties agree to mediate their dispute. If mediation is unsuccessful and the Parties are still unable to reach agreement as to the Diamond Employment Coverage Premium Increment, then the Parties may exercise their rights at law or in equity as to the amount due and owing from Diamond to Coal City to make Coal City whole for its obligation to pay the Diamond Employment Coverage Premium Increment and the Agreement shall be terminated and of no further force and effect as to future obligations.
- C. In addition to paying the Diamond Employment Coverage Premium, the Parties hereby agree that Diamond shall reimburse Coal City in full for any out-of-pocket expenses incurred by Coal City by reason of disability payments, Public Safety Employee Benefit Act (PSEBA) payments or benefits, public pension benefits, Public Employee Disability Act (PEDA) payouts, claims for damage to or destruction of equipment and clothing, or other otherwise uncovered claims for medical expenses by a Coal City police officer sustained as a result of providing Police Assistance under this Agreement, arising out of the performance of Police Assistance in Diamond under this Agreement (cumulatively, the "Employee Losses"). Diamond shall reimburse Coal City for its out-of-pocket payment of Employee Losses in full as and when occurred, but in no event later than within thirty (30) days of being notified of such Employee Loss payments made by Coal City.
- D. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- E. The rights and obligations set forth in this Paragraph 10 shall survive the termination of the Agreement.

11. Hold Harmless and Indemnification for Police Assistance.

To the fullest extent permitted by law, and in addition to any of the foregoing obligations, Diamond shall indemnify, defend and hold harmless Coal City, its governing Board, elected and appointed officials, attorneys, employees, agents, and representatives, in their individual and official capacities (collectively, "Coal City Indemnitees"), from and against any and all liabilities, obligations, losses, claims, demands, liens, penalties, damages, fines, fees, interest, costs and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by one or more of Coal City Indemnitees arising out of the performance of this Agreement, except as to claims or judgments resulting from the intentional or negligent acts or omissions of one or more Coal City Indemnitees, and not including the approval of this Agreement. Nothing contained herein shall be construed as prohibiting Coal City Indemnitees from defending through the selection and use of their own attorneys and experts, any claims, actions or suits brought against them. The duty to indemnify hereunder shall survive the termination of the Agreement.

12. No Duty to Third Parties or Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

13. Termination Without Cause. This Agreement may be terminated by either Coal City or Diamond upon 30 days prior written notice to the other party.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

Notices and communications to Coal City shall be addressed to, and delivered in triplicate at, the following address:

Village of Coal City
535 S. Broadway Street
Coal City, IL 60416
ATTN: Mayor Halliday, Administrator Fritz, Chief Best

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

DIAMOND: Mayor Kernc
Village of Diamond

1750 East Division Street
Diamond, IL 60416

With a Copy To: John S. Gallo
Tracy, Johnson & Wilson
2801 Black Road, 2nd Floor
Joliet, IL 60435

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. 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.

17. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

19. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

21. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

SIGNATURE PAGE TO FOLLOW

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

VILLAGE OF COAL CITY

VILLAGE OF DIAMOND

By: _____
President Halliday

By: _____
President Kernc

ATTEST

ATTEST

By: _____
Village of Coal City Clerk

By: _____
Village of Diamond Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAW
ENFORCEMENT SERVICES**

Carbon Hill IGA

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of this ____ day of _____, _____, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Coal City”), and the VILLAGE OF CARBON HILL, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Carbon Hill”), (collectively, Coal City and Carbon Hill shall be known as the “Parties”). In consideration of the recitals and mutual covenants and agreements set forth below, the parties hereby agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Coal City and Carbon Hill are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, Coal City has full power and authority under Division 11 of the Illinois Municipal Code to create, maintain and establish regulations governing its police department;

WHEREAS, Coal City is authorized by Section 11-1-2.1 of the Illinois Municipal Code to enter into agreements with other municipalities to furnish police assistance upon request;

WHEREAS, Section 7-4-7 and 7-4-8 of the Illinois Municipal Code grant Coal City police officers the power to exercise their full authority as peace officers within any adjoining municipalities in the same county, including the Village of Carbon Hill;

WHEREAS, Grundy County (hereinafter, the “County”) is authorized to and does provide law enforcement services through its Sheriff’s Department as authorized by Division 3-6 of the Illinois Counties Code, 55 ILCS 5/3-6001, *et seq.*;

WHEREAS, Carbon Hill does not maintain a police department of its own;

WHEREAS, the County has entered into an intergovernmental agreement with Carbon Hill to provide law enforcement services to Carbon Hill in return for compensation;

WHEREAS, the Parties find that Coal City is not a party to the intergovernmental agreement between Carbon Hill and Grundy County and that Carbon Hill does not presently

contract for the provision of any law enforcement services from Coal City and that Coal City does not receive compensation for providing police assistance within Carbon Hill;

WHEREAS, despite the absence of any intergovernmental agreement or compensation, Coal City has historically provided law enforcement services to Carbon Hill on both a first-responder basis and in a secondary, back-up capacity to first-responding County law enforcement personnel;

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) of Carbon Hill have determined that there presently exists a need for additional police services within the Village of Carbon Hill insofar as the Grundy County Sheriff is occasionally unable to respond to situations in a timely fashion and the County’s resources are limited and sometimes require the provision of certain back-up assistance in responding to calls within Carbon Hill;

WHEREAS, the Parties recognize and reaffirm their respective commitments to providing for a continuation of Coal City’s provision of ancillary, supportive law enforcement services to Carbon Hill by responding to requests for back-up assistance from the County as provided herein, where the County shall at all times maintain primary responsibility for the provision of law enforcement services in Carbon Hill as the lead agency (the “Lead Agency”), and Coal City shall provide, upon request by the highest-ranking officer present for the Lead Agency and, in the sole discretion of the highest-ranking officer present for Coal City based on the availability of sufficient personnel and/or equipment to provide the requested “Police Assistance” (as herein defined) without threatening the health, safety and welfare of the residents of Coal City due to a lack of available law enforcement resources or otherwise, ancillary law enforcement support services within Carbon Hill including, but not limited to, securing scenes for the Lead Agency and directing traffic (cumulatively, the “Police Assistance”);

WHEREAS, Coal City desires to continue offering Police Assistance to the County within the territorial limits of Carbon Hill as provided above, as well as in the event of any “Emergency” or “Disaster” covered by the Law Enforcement Mutual Aid Agreement for which assistance is requested by Carbon Hill, as those terms are defined therein;

WHEREAS, the Parties wish to associate, cooperate, provide and receive, respectively, Police Assistance in Carbon Hill in an equitable and fiscally responsible manner that protects the health, life, safety and welfare of the public, law enforcement and emergency responders while also limiting the liability exposure of Coal City arising out of the provision of the free Police Assistance within Carbon Hill as provided for herein;

WHEREAS, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement and provide and receive, respectively, Police Assistance in Carbon Hill in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the Village of Coal City and Village of Carbon Hill hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Effective Date. This Agreement shall become effective on October 10, 2016.

3. Term. This Agreement shall continue in effect on and after the Effective Date until such time as it may be terminated in accordance with the provisions of the Agreement.

4. Authorizations. The Village of Coal City Police Department shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the Village of Carbon Hill, the Village of Coal City, the State of Illinois, and the United States (cumulatively, the "Laws") upon and within the corporate limits of Carbon Hill.

5. Scope of Services. The Parties acknowledge and agree that the Grundy County Sheriff's Department (the "Lead Agency") shall at all times maintain primary responsibility for the provision of law enforcement services within Carbon Hill and that nothing herein shall be construed to obligate Coal City in any particular circumstance to provide Police Assistance. Notwithstanding the foregoing, Coal City shall provide certain backup, ancillary law enforcement support services in the nature of securing scenes for the Lead Agency and directing traffic to enhance in a supporting role the Lead Agency's provision of law enforcement services within Carbon Hill (the "Police Assistance").

6. Limitation of Support Services. Carbon Hill agrees that it shall instruct law enforcement dispatch operations with jurisdiction over the Village of Carbon Hill to direct service calls to the Grundy County Sheriff. It is further mutually understood and agreed that Coal City shall not have its officers, vehicles or equipment specifically designated for patrol within Carbon Hill or serve as first responders in a lead agency capacity in response to calls from dispatch, but rather that Coal City police officers shall be empowered to enforce the Laws within Carbon Hill as may be reasonable, necessary or convenient for and during the provision of Police Assistance to the Lead Agency.

7. Requests for Police Assistance. Grundy County may initiate a direct request for Police Assistance from Coal City as the supporting agency within Carbon Hill whenever deemed advisable by the highest-ranking officer on duty for the Grundy County Sheriff. Coal City shall exercise good faith in rendering Police Assistance to Grundy County within Carbon Hill upon request when, in the sole discretion of the Coal City Police Chief sufficient personnel and/or equipment are available to provide the requested Police Assistance without threatening the health, safety and welfare of the public within the Village of Coal City due to a lack of available law enforcement resources or otherwise. Nothing in this Agreement is intended, and shall not be construed, to require Coal City to respond to dispatch calls or provide Police Assistance or other law enforcement services for events that occur outside of the Village of Coal City, except as may be otherwise required by statute and any other mutual aid agreement or law enforcement service contract that may be in effect.

8. Command & Independent Contractor Status. Except as may be otherwise noted herein, Coal City Police Department personnel shall remain at all times under the

command, control and direction of the highest-ranking officer on duty of the Coal City Police Department. At all times during the performance of this Agreement, Coal City law enforcement personnel shall remain employees and agents of the Village of Coal City and shall adhere to the policies and procedures of their own employer. As employees of Coal City, Coal City shall have full and exclusive control over the specific means, manner and methods used in providing the Police Assistance contemplated by this Agreement and the Parties agree that any Coal City officer rendering Police Assistance in Carbon Hill pursuant to this Agreement shall be an independent contractor and shall not be an employee, agent or servant of Grundy County or Carbon Hill.

9. Liability Coverage.

- F. Coal City shall maintain, at all times during the term of the Agreement, commercial insurance or risk financing through its participation in a self-insured intergovernmental risk pool, general liability coverage specifically including law enforcement professional liability, automobile liability, bodily injury and property damage in the minimal amount of \$4,000,000.00 combined single limit per occurrence with an aggregate no less than twice the occurrence limit to insure against liability incurred in the rendering of Police Assistance under this Agreement (cumulatively, the “Liability Coverage”).
- G. The Parties acknowledge and agree that Coal City’s self-insurance pool or insurance carrier providing the Liability Coverage herein required, shall calculate the portion of Coal City’s annual Liability Coverage premium specifically and uniquely attributable to the provision of Police Assistance in Carbon Hill as provided in this Agreement (the “Carbon Hill Liability Premium”) and Coal City shall present the Carbon Hill Liability Premium to the Corporate Authorities of Carbon Hill prior to the execution of this Agreement and, thereafter, within thirty (30) days of any change in the Carbon Hill Liability Premium, not to exceed once per calendar year. The Carbon Hill Liability Premium shall include any increase in premiums payable by Coal City as a result of losses incurred or claims made against Coal City in connection with the performance of Police Assistance in Carbon Hill. By entering into this Agreement, Carbon Hill acknowledges and agrees that it accepts the Carbon Hill Liability Premium as being true and correct and agrees to pay the Carbon Hill Liability Premium within thirty (30) days of the Effective Date and, thereafter, within thirty (30) days of receiving notice from Coal City that the Carbon Hill Liability Premium has changed. Said payments shall be remitted on an annual basis. The Parties agree to exercise good-faith in reaching agreement as to the amount of the Carbon Hill Liability Premium. Where the Parties are unable, in good faith, to reach agreement as to the Carbon Hill Liability Premium within thirty (30) days of Coal City’s provision of notice and documentation as provided herein, then the Parties agree to mediate their dispute. If mediation is unsuccessful and the Parties are still unable to reach agreement as to the Carbon Hill Liability Premium, then the Parties may exercise their rights at law or in equity as to the amount due

and owing from Carbon Hill to Coal City to make Coal City whole for its obligation to pay increased premiums resulting from any and all liabilities, obligations, losses, claims, or demands incurred by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered pursuant to this Agreement, and the Agreement shall be terminated and of no further force and effect as to future obligations.

- H. In addition to paying the Carbon Hill Liability Premium, Carbon Hill shall reimburse Coal City in full within thirty (30) days of Coal City providing notice to Carbon Hill of any Liability Coverage deductible paid by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered by Coal City within the corporate limits of Carbon Hill.
- I. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- J. The rights and obligations set forth in this Paragraph 9 shall survive the termination of the Agreement.

10. Employment Coverage.

- F. Coal City shall maintain, at all times during the term of the Agreement, commercial insurance or risk financing through its participation in a self-insured intergovernmental risk pool, workers' compensation coverage in accordance with statutory minimums, and employer's liability coverage in an amount not less than \$500,000.00 per occurrence for all of its employees (cumulatively, the "Employment Coverage").
- G. Coal City shall promptly provide Carbon Hill with notification and documentation reflecting any increased Employment Coverage premiums where Coal City has experienced an increased detrimental loss ratio as a result of an injury, casualty or loss suffered by a Coal City employee in connection with the performance of Police Assistance in Carbon Hill in the preceding year or where the Employment Coverage continues providing payments related to such a claim arising in a prior year. The Parties acknowledge and agree to exercise good-faith in reaching agreement as to the amount of any increase in Coal City's Employment Coverage aggregate annual premiums

that is attributable to compensable injuries, casualties and losses suffered by Coal City employees in connection with the performance of Police Assistance in Carbon Hill as provided in this Agreement (the "Carbon Hill Employment Coverage Premium Increment"). Where the Parties are unable, in good faith, to reach agreement as to the Carbon Hill Employment Coverage Premium Increment within thirty (30) days of Coal City's provision of notice and documentation as provided herein, then the Parties agree to mediate their dispute. If mediation is unsuccessful and the Parties are still unable to reach agreement as to the Carbon Hill Employment Coverage Premium Increment, then the Parties may exercise their rights at law or in equity as to the amount due and owing from Carbon Hill to Coal City to make Coal City whole for its obligation to pay the Carbon Hill Employment Coverage Premium Increment and the Agreement shall be terminated and of no further force and effect as to future obligations.

- H. In addition to paying the Carbon Hill Employment Coverage Premium, the Parties hereby agree that Carbon Hill shall reimburse Coal City in full for any out-of-pocket expenses incurred by Coal City by reason of disability payments, Public Safety Employee Benefit Act (PSEBA) payments or benefits, public pension benefits, Public Employee Disability Act (PEDA) payouts, claims for damage to or destruction of equipment and clothing, or other otherwise uncovered claims for medical expenses by a Coal City police officer sustained as a result of providing Police Assistance under this Agreement, arising out of the performance of Police Assistance in Carbon Hill under this Agreement (cumulatively, the "Employee Losses"). Carbon Hill shall reimburse Coal City for its out-of-pocket payment of Employee Losses in full as and when occurred, but in no event later than within thirty (30) days of being notified of such Employee Loss payments made by Coal City.
- I. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- J. The rights and obligations set forth in this Paragraph 10 shall survive the termination of the Agreement.

11. Hold Harmless and Indemnification for Police Assistance.

To the fullest extent permitted by law, and in addition to any of the foregoing obligations, Carbon Hill shall indemnify, defend and hold harmless Coal City, its governing Board, elected and appointed officials, attorneys, employees, agents, and representatives, in their individual and official capacities (collectively, "Coal City Indemnitees"), from and against any and all liabilities, obligations, losses, claims, demands, liens, penalties, damages, fines, fees, interest, costs and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by one or more of Coal City Indemnitees arising out of the performance of

this Agreement, except as to claims or judgments resulting from the intentional or negligent acts or omissions of one or more Coal City Indemnitees, and not including the approval of this Agreement. Nothing contained herein shall be construed as prohibiting Coal City Indemnitees from defending through the selection and use of their own attorneys and experts, any claims, actions or suits brought against them. The duty to indemnify hereunder shall survive the termination of the Agreement.

12. No Duty to Third Parties or Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

13. Termination Without Cause. This Agreement may be terminated by either Coal City or Carbon Hill upon 30 days prior written notice to the other party.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

Notices and communications to Coal City shall be addressed to, and delivered in triplicate at, the following address:

Village of Coal City
535 S. Broadway Street
Coal City, IL 60416
ATTN: Mayor Halliday, Administrator Fritz, Chief Best

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

CARBON HILL: Mayor Pacchetti
Village of Carbon Hill
695 N. Holcomb St.
Carbon Hill, IL 60416

With a Copy To: Scott Belt
Scott Belt & Associates
105 East Main Street, #206
Morris, IL 60450

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. 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.

17. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

19. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

21. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

SIGNATURE PAGE TO FOLLOW

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

VILLAGE OF COAL CITY

VILLAGE OF CARBON HILL

By: _____
President Halliday

By: _____
President Pacchetti

ATTEST

ATTEST

By: _____
Village of Coal City Clerk

By: _____
Village of Carbon Hill Clerk

EXHIBIT B

DRAFT

October 11, 2016

Mr. Bud Hicks
Grundy County Consolidated Dispatch
111 E. Illinois Ave.
Morris, IL 60450

RE: DISPATCHING OF COAL CITY PD TO CARBON HILL & DIAMOND

Dear Mr. Hicks:

Historically, Grundy County Dispatch has relied upon the Village of Coal City to respond to the adjacent municipalities – Carbon Hill and Diamond in times of need. This duty outside of Coal City carries along with it liabilities and risk that have been identified to the leaders within each of these communities.

After offering means by which the Coal City Police Department could continue to be utilized as an available resource, it has been determined these communities wish to be provided backup services via a different method. Please know that Coal City has provided notice to each of these communities of this requested change. Instruct dispatchers to utilize alternative methods of backing up responding public safety units to both of these municipalities.

Respectfully,

Tom Best
Police Chief

cc: Terry Halliday, Coal City Mayor
Ed Pacchetti, Carbon Hill Mayor
Terry Kernc, Diamond Mayor
Kevin Callahan, Grundy County Sherriff
Brent Dite, ETSB Chairman

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 10, 2016

RE: OVERHAUL OF VILLAGE COMMUNICATIONS TECHNOLOGY

One of the primary responsibilities of the village's technology system is to maintain the security and reliability of its utility operations. With the renewal of the central computing technology at the water plant it is essential to update the means of providing communications technology for all of the village functions simultaneously. The largest driver of cost within the village for its current network is the dedicated circuits ensuring the reliability of the water and sewer treatment plant functions. Aside from these circuits, the VOIP telephony and internet connectivity for the village is provided over very reliable PRI lines at village hall. Bringing down this cost was one of the charges the Board requested of staff during this year's Budget Review Meetings.

Updating this technology with dedicated fiber provided by Comcast shall provide much greater bandwidth and even greater reliability. Its upfront cost results in the replacement of the telephone handsets throughout the village providing better technology; however, it's payback is simply 25 months versus the current cost being paid for the village's current provision of service (without any expected increases for the dedicated circuits that has occurred annually). Aside from new handsets, additional SCADATA units shall be purchased to replace the alarm detection alarms to eliminate an additional contract.

Kristi Wickiser has worked closely with the village's IT firm who will be in attendance at the meeting to answer any specifics as to how the system shall operate. The fiber reliability from Comcast has nearly 100% reliability and the system carries the technology to switch its routing as soon as outage time reaches 5 seconds. Ms. Wickiser searched for multiple options and the Comcast fiber (not business services) provided the most reasonable cost to replace the village's PRI lines (which have also been increasing in cost).

Payment for these upgrades will be taken largely from the Water & Sewer Control Upgrade Project, but existing communications line items shall be used as well. The largest expense is the upfront cost for switching the VOIP handsets of \$3,626.00. After this expense, the repeated monthly expenditure shall be \$2,936.75 (includes 50 W Maple St.) instead of the current amount \$3,554.94 per month for the current system (doesn't include 50 W Maple St). The newer system will provide the same reliability, much greater functionality and better resiliency (ability to switch routing to cellular upon outage or setup at an offsite location). Attached is the total project investment.

Recommendation: Approve the Communications Upgrade & Overhaul Plan.

1802 N. Division St
 Suite 222
 Morris, IL 60450



815-513-4900
 sales@getobx.net
 Quote #3957-96

Quoted To

Wayne Kempf
 5148 Medina
 Getobx.com

Quote Details

QUOTE TOTAL \$1,035.00
 QUOTE DATE 10/12/14
 QUOTE REF 3957-96
 QUOTE DATE 10/12/14
 QUOTE REF 3957-96

SUBSCRIPTIONS

DESCRIPTION	PRICE	QTY	SUBTOTAL
Hosted PBX Device Premium business class hosted PBX phone service. Package includes all standard features: Unlimited Auto Attendants, Mailboxes, Voicemail to Email, Real Time Call Reporting, Call Forward, Conference Calling, Call Forwarding and much more. Service also includes lifetime system software upgrades. This charge is per device at the location.	\$32.50	28	\$910.00
HTTP Fax Service Monthly cost for fax service over HTTP	\$25.00	5	\$125.00
Total Subscriptions			\$1,035.00

PRODUCTS

DESCRIPTION	PRICE	QTY	SUBTOTAL
Yealink SIP-T46P Yealink Advanced IP Phone with 10 lines	\$140.00	31	\$2,340.00
Edgemarc 4750 - 15 calls Edgemarc 4750 dual WAN router with 15 calls	\$1,050.00	2	\$2,100.00
Edgemarc 4750 - 15 calls License Edgemarc VoIP License Upgrade - 15 WAN calls increment	\$525.00	2	\$1,050.00
HTTP Fax Adapter Provides fax service over HTTP which is more reliable than other VoIP fax services	\$175.00	5	\$875.00
Netgear ProSafe M4100-50G-PoE 50 Port Netgear 50 port gigabit PoE managed switch	\$1,900.00	2	\$3,800.00
Netgear ProSafe G5110-TP 8 port switch Netgear 8 port gigabit PoE managed switch	\$200.00	4	\$800.00

Misc. Equipment Fiber Lite SMART1500PM20	\$600.00	2	\$1,200.00
Yealink SIP-T42G Yealink Advanced IP Phone with 5 lines with gigaB.E file	\$123.00	7	\$861.00
EdgeMart 4550 - 5 calls EdgeMart with 5 concurrent calls	\$950.00	1	\$950.00
Misc. Equipment Cradlepoint CBA850 Modem	\$600.00	1	\$600.00
Total Products			\$13,601.00

LABOR

DESCRIPTION	PRICE	QTY	SUBTOTAL
Installation of equipment Installation of each phone and network device	\$50.00	37	\$1,850.00
Total Labor			\$1,850.00

TAXES & FEES

ITEM	AMOUNT
Telecom Recovery Fee	\$15.52
District Sales Tax	\$1115.90
FEDERAL COST RECOVERY CHARGE	\$ 2.87
FEDERAL UNIVERSAL SERVICE FUND	\$ 23.61
IL STATE 9:1-1 SURCHARGE	\$24.35
IL STATE EXCISE TAX	\$83.04
IL STATE INF	\$5.99
SIMPLIFIED MUNI TELECOMM TAX	\$71.19
State Sales Tax	\$960.71

1802 1/2 Division St.
 Suite 222
 Morris IL 60450



815-513-4900
 sales@getbook.net
 Quote #3930-R6

QUOTED TO

1802 1/2 Division St.
 Suite 222
 Morris IL 60450

QUOTE DETAILS

Quote valid
 30 days
 subject to
 change
 without
 notice

Quote valid
 30 days
 subject to
 change
 without
 notice

QUOTE SUMMARY

SECTION	TOTALS
Subscriptions	\$1,038.00
Products	\$13,601.00
Usage	\$1,650.00
Startup	\$10,496.00
Taxes & Fees	\$1,117.66
GRAND TOTAL:	\$17,903.46
Total Due at Signing:	\$17,903.46

TERMS AND CONDITIONS

Simple Communications Inc.
 1802 1/2 Division St.

This Terms of Service agreement (Agreement) is between Simple Communications Inc. ("Simple") and ("Customer") of Simple Communications Inc. ("Simple") and any related products or services ("Service").

This Agreement governs both the Service and the related system and any other equipment, terminal station, or any other device used in connection with the Service. It is subject to the terms of the Service and any other products or services provided by Simple.

By clicking "I Agree" below, you agree to the terms and conditions of this Agreement.
 I agree to the terms and conditions of this Agreement.
 I agree to the terms and conditions of this Agreement.

By clicking "I Agree" below, you agree to the terms and conditions of this Agreement.
 I agree to the terms and conditions of this Agreement.

1802 N. Division St.
Suite 222
Morris, IL 60450



815-513-4900
sales@getbox.net
Quote #3930-R6

QUOTED TO

George Carlin
31318 Avenue
Cody, WY 82401

QUOTE DETAILS

1/1/2016
10:00 AM
10:00 AM
10:00 AM
10:00 AM
10:00 AM

10:00 AM
10:00 AM
10:00 AM
10:00 AM
10:00 AM

INSTRUCTIONS

1. This quote is valid for 30 days from the date of issue.
2. All items are for sale and are not subject to return.
3. All items are for sale and are not subject to return.
4. All items are for sale and are not subject to return.

SIMPLE COMMUNICATIONS CREDIT CARD AUTHORIZATION FORM

Simple Communications, Inc. 1802 N. Division St. Morris, IL 60450
Tel: 815-513-4900 Fax: 815-513-4901 Email: sales@getbox.net
Simple Communications, Inc. 1802 N. Division St. Morris, IL 60450
Tel: 815-513-4900 Fax: 815-513-4901 Email: sales@getbox.net

COMPANY NAME _____
ADDRESS _____
CITY _____
STATE _____
ZIP _____
CREDIT CARD NUMBER _____
EXPIRES _____
CARDHOLDERS NAME _____
SIGNATURE _____
DATE _____



1802 N. Division St.
Suite 222
Morris, IL 60450
(815) 513-4900
www.getpbx.net

Outline of Solutions

Current Solution per month:

Internet	\$646.23	T1 – 1.5mb/s download speed
Phone	\$2908.71	
Total	\$3554.94	

Our Solution per month:

Internet 10mb fiber to Public works and water treatment	\$1450	50mb fiber to Village with fiber connected to PD,
Phone	\$1486.75	
Total	\$2936.75	

Equipment payoff: 25 months

Annual savings after payoff: \$7418.28

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 10, 2016

RE: FINAL PAYMENT – J.K. TROTTER FOR DEMOLITION OF TORNADO RELATED HOUSES

The Village conducted bids and selected J.K. Trotter to complete the demolition of three structures due to their eminent danger to public health and safety in the last quarter of 2015. Consistent with the bid specifications, J.K. Trotter completed the demolition of these structures. They have been reviewed and accepted by staff. The final payment had not been made awaiting a restoration planting that could not occur over the winter months.

This has been completed and these lots are not in danger of erosion during storm events. Please note, the village completed necessary demolition on these properties; the maintenance for these properties remain the responsibility of the property owners. At this point, one of the banks transferred the property to a charity and the two others remain with banks until the village's priority lien is closed upon.

Recommendation:

Authorize Final Payment of \$5,277.50 to J.K. Trotter for work related to the demolition of tornado-related properties.

MEMO

TO: Terry Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 10, 2016

**RE: WAIVER OF PORTION OF THE BUILDING FEE PERMIT FOR
ASSUMPTION CATHOLIC CHURCH**

Assumption Catholic Church, located at the southeast corner of Church & Kankakee Streets in Coal City is planning a large expansion to the original church that has been in utilization within this community since 1889. This new expansion and renovation shall exceed \$3.0 million and results in a religious community that can seat 700 members for its services. This entire cost shall be borne by its members; thus, the Pastor of Assumption, Rev. Robert Noesen, has requested a discount for the permit-related expenses due to the Village's oversight of construction at the renovation.

The Village formerly provided a conditional use and variance for this renovation to allow for the construction of a new parking lot as well a reduction in the corner side yard. The last action to be required shall be the purchase of a portion of village easement to assist with traffic flow around the newly constructed church.

The regular costs for the building permit related to this expansion should be \$10,806. However, the total square footage fee due to the total square footage relates partially upon the total cost for a commercial review. Large commercial reviews are outsourced for timeliness and to assure proper attention to the larger scale systems that are not typical of the majority of permits overseen by the department. The scheduled fee is \$6,825. Due to the actual contractual cost for the review being \$3,229, the total permit cost can be reduced by these savings (which means an overall reduction in the revenue for this large permit). In addition, to recoup the timing involved with the specific permit, a portion of the overall fee includes a \$100 administration fee.

Should the Board consider Assumption Church's request for a reduced permit, the overall permit can be cut by \$3,696. Thus, the permit would be reduced by 34%; the reduced permit would cost \$7,110.

Recommendation:

Provide a waiver for a portion of the overall building permit fee to Assumption Catholic Church setting its renovation building permit fee at \$7,110.



ASSUMPTION OF THE BLESSED VIRGIN MARY CATHOLIC CHURCH

August 2, 2016

Mr. Mayor Halliday and Village Trustees
Village of Coal City
515 S. Broadway
Coal City, Illinois 60416

Dear Mayor Halliday and Village Trustees,

This letter serves as an appeal for your consideration to waive any building permit fees associated with the building project at Assumption of the Blessed Virgin Mary Parish Church.

Assumption of the Blessed Virgin Mary Parish has served this community since 1889, and as a church, we have sought to be charitable to the thousands who come to our door seeking financial and other types of necessary assistance and support. In the days following the devastating tornado in Coal City, our parish offered its hall for several days to allow charitable and government assistance organizations work together to support the community. Our parish community, with the assistance of Catholic Charities of the Diocese of Joliet, gave out thousands of dollars to the victims. Last year, our parish alone provided over \$40,000 to those needing immediate assistance with their insurance deductibles and other necessary expenses. We also contributed too many of those in need when the first tornado struck Diamond a few years ago.

Because of our long-standing charity, we ask for your charity. This new church will be a beautiful addition to the Coal City community. I thank you for your consideration to assist Assumption of the Blessed Virgin Mary Parish with this request. If there is any information that you would like about our organization or building project, please do not hesitate to contact me 815-634-4171.

Sincerely,

Reverend Robert Noesen
Pastor



AGREEMENT

This AGREEMENT (“Agreement”) is entered into as of July 21, 2016, between Sunset Cinema, Inc. an Illinois Corporation (the “Company”) and Village of Coal City (the “Customer”).

BACKGROUND

A. The Company provides an indoor/outdoor cinema production service. This service includes on-site technicians, inflatable movie screens, and audio/visual equipment (“Events”).

B. Customer desires to engage the Company to provide services in Coal City, IL.

AGREEMENT

For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. CONTRACT.

1.1 Events. The Company shall provide the following Events, and Customer shall pay, with check or money order to *Sunset Cinema, Inc.*, the price listed for each Event:

Date	Event	Location	Price
8/20/16	Medium Screen Rental Package	Campbell Park	\$750.00
Customer responsible for film license. See Section 2.4		Travel Costs	\$100.00
		Valued Client Discount	-\$350.00
		Total:	\$500.00

Payment Schedule	
Deposit to secure reservations	Deposit = N/A
Entire Balance Due at event	Remaining Balance=\$ 500.00

1.2 Payment. Customer shall submit contract and pay the non-refundable Deposit according to the above Payment Schedule. Upon receipt of the Deposit, the Company will notify Customer of the confirmed reservation. Interest will accrue on any unpaid balance at the rate of 1.5% per month (18% per annum). Customer agrees to pay all fees, including attorney’s fees, if collection is necessary.

2. EVENT SPECIFICATIONS.

2.1 Event Production.

The Company will provide the following:

- Air Screen use
- Digital Projection System
- Pro-audio system
- Film Licensing Information (see section 2.4)
- Technicians for setup/projection/take down
- Insurance for equipment and liability for Sunset Cinema, Inc.
- Laptop for pre-event media (additional charge of \$25.00)
- Video Game System and Accessories (additional charge of \$25.00)

The Customer will provide the following:

- An accessible same level load in area or an elevator to transport equipment
- A clean, dry, level surface
- A minimum of 2 - 20 amp power circuits
- A minimum of 16' ceiling clearance for Medium Screen events
- A set-up area free of aerial and underground obstructions with a minimum of 20'x15' for Medium screen
- Sturdy items/structures to secure tethers to if not setting up on grass (fence, posts, cement parking blocks, etc.)
- Concessions, security and any other additions to the event deemed necessary
- A dark viewing area. Surrounding lights should be turned off for the best images.
- Film License

2.2 Setup. The Company will begin set up approximately 1.5 hours prior to the event, unless otherwise agreed upon by the Company and Customer at least 24 hours prior to an Event. An additional fee of \$75/hour will be billed for Client requested early arrival. The AirScreen will begin deflating 15 minutes after the end of the movie, unless otherwise agreed by the Company and Customer at least 24 hours prior to an Event.

2.3 Weather Policies: The Customer may shift event dates due to forecasted inclement weather. The Company will accommodate the Customer with its first available open date. No additional charges will be applied if the Customer shifts the date of the event unless the Company has begun travel to Customer's venue.

If the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging equipment) the Company reserves the right to protect its own equipment by canceling setup/production. The Company reserves the right to delay setup or to pause the production until suitable weather conditions exist.

If inclement weather prevents the complete screening of the film, where less than 75% of the film is presented, the Company will guarantee the Customer one make-up event in 2016 or 2017. A \$200 Weather Related Cancellation Fee plus travel costs will be charged to cover employee time and equipment use for the make-up event. Payment of travel costs and the Weather Related Cancellation Fee will be due at the make-up event.

The Company reserves the right to delay departure from our office or en route if dangerous weather conditions exist and could cause harm to our staff or equipment. The Company will keep the Customer informed of any delays. In the rare occurrence the Company must cancel, the Customer will be guaranteed one make-up event.

2.4 Equipment Malfunction. In the rare occurrence of equipment failure, the Company will make every effort to correct the problem. If the Company is unable to rectify the situation, and less than 75% of the movie has been shown, the Company will guarantee the Customer one make-up event at no cost.

2.5 Film Licensing. Customer is responsible for obtaining film licensing. Customer should contact www.swank.com or www.criterionpicusa.com. Film selections must have a rating of G (general audiences), PG (parental guidance) or PG-13 (films aimed for audiences ages 13 and older). Movies with R (restricted) ratings must be pre-approved by the Company. Rated X movies are not permissible. The Company must be notified 14 days prior to the event of the title selected. The customer will indemnify and hold the Company harmless for any violations of copyright and licensing violations.

3. OTHER MEDIA

3.1 OTHER MEDIA. The Company agrees to project sponsorships ads, slides, on-screen video games, music videos, announcements, etc. if submitted by Customer to the Company at least one month in advance of an Event at no extra charge. The Company accepts the following media formats: CD, VCD, SVCD, VHS, DVD, wav, mp3, avi, mpeg, mov, jpeg, gif, pdf, PowerPoint®, Presentations®, Component Video, Composite Video, S-Video, DVi, and Analog feeds. All supplemental material (music videos, video games, advertisements) shown during events contracted with Sunset Cinema, Inc. must not contain nudity, violence or explicit language unless pre-authorized by the company. The use of Sunset Cinema owned equipment (Laptop and Video Game Systems) will be charged at \$25.00 per unit per event.

4. GENERAL PROVISIONS.

4.1 Further Assurance. Each of the parties will execute such documents and take such further actions as may be reasonably required or desirable to carry out the provisions of this Agreement.

4.2 Notices. The parties shall deliver any notices required under this Agreement in writing by personal or courier delivery, e-mail transmission, or by registered or certified U.S. mail, return receipt requested, postage prepaid, to the address or e-mail address set forth below, or to such other address as specified by a party in writing. Notices shall be deemed effective as of the date of personal or courier delivery, confirmed e-mail receipt, or the date on the U.S. postmark affixed to the notice.

If to the Company:	If to Customer:
Sunset Cinema, Inc. PO Box 464 Peru, Illinois 61354 Telephone: 815.224.2991 E-mail: carrie@moviesatsunset.com Attention: Carrie L. Brown, President	Village of Coal City 515 S. Broadway Coal City, Illinois Telephone: 815-634-8608 E-Mail: jeorjettev@me.com Attention: Georgette Vota

4.3 Applicable Law. This Agreement shall be governed by, construed, and enforced under the laws of the State of Illinois. The parties consent to the jurisdiction of and venue exclusively in an appropriate court in La Salle County, Illinois.

4.4 Invalidity. If any portion of this Agreement is held to be invalid by a court having jurisdiction, the remaining terms of this Agreement shall remain in full force and effect to the extent possible.

4.5 Attorney Fees. The prevailing party in any arbitration or litigation concerning this Agreement is entitled to reimbursement of its court costs and attorney fees by the non-prevailing party, including such costs and fees as may be incurred on appeal or in a bankruptcy proceeding.

4.6 Entire Agreement; Modifications; Waiver. This Agreement constitutes the entire agreement of the parties, and supersedes all previous agreements, written or oral, with regard to the subject matter of this Agreement. Any agreement to waive or modify any term of this Agreement must be in writing signed by both parties. No waiver, whether express or implied by non-action, will be binding unless in writing and signed by the waiving party.

4.7 Assignment. This Agreement will bind and benefit the parties and their respective heirs, executors, personal representatives, successors and assigns. However, no party may assign this Agreement without the prior written consent of the other parties, which consent will not be unreasonably withheld.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same instrument.

Executed as of the first date written above.

COMPANY:

SUNSET CINEMA, INC.

By: _____
Carrie L. Brown, President

CUSTOMER:

_____ Village of Coal City

By: _____
Title: _____

By: _____
Title: _____

