

**COAL CITY
VILLAGE BOARD MEETING**

**WEDNESDAY
MAY 10, 2017
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 April 26, 2017
4. Approval of Warrant List
5. Swearing-In of Village Officials
Trustees-Justin Wren, Sarah Beach, Tim Bradley
6. Public Comment
7. Ordinance 17-11 Annexation Agreement-Eugene and Irene Wren

J. Wren
T. Bradley
S. Beach

18. Report of Village Clerk
19. Report of Village Attorney
20. Report of Village Engineer
21. Report of Chief of Police
22. Report of Village Administrator
23. Executive Session to Discuss Personal per 5ILCS 120/2(c)(5)
24. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 10, 2017

RE: ANNEXTION AGREEMENT & WREN ANNEXTION

Eugene Wren and his wife Irene own the property, which exceeds 2 acres on the southeast corner of Broadway and Spring and has remained unincorporated requiring them to pay non-resident fees for their monthly water service. They had discussed incorporating within Coal City well before this Administrator's tenure began with Coal City. As Mr. Wren and I discussed the annexation he made it clear he did not wish for the property to be assessed any building fees in the future. I explained the improbability of this request and we attempted to strike a balance regarding the future utilization of the RS-1 zoned property.

The means of accessing the residential property shall be via a cub cut from Spring Road to be provided by the Village of Coal City at its projected schedule time before November of 2018; this accommodation will allow the property to be accessible without the possible increased costs related to accessing a county-controlled road on the west side of the property. What had originally been slated to be a multi-family development, which was similar to the Country Estates located immediately to the east was reduced in density to single-family detached RS-1 to avoid the need for re-zoning and reduce the overall reduction of fees regarding tap-on and impact fees, etc.

This development agreement maintains the maximum zoning density of RS-1 for this newly incorporated property, maintains property tax payment in full from the beginning of incorporation and shall require the future subdividers to return to the village should any further relief be necessary aside from the waiver of the tap-on fee for a future sanitary or water service.

Mr. & Mrs. Wren are planning upon reconstructing the detached garage that was demolished during the 6-22 Tornado and moving into the residence once sanitary service has been installed in addition to the water service at the existing home. This annexation did not require the review of the Planning & Zoning Board due to the unincorporated property maintaining RS-1 zoning upon annexation.

Recommendation:

- 1.) Adopt Ordinance No. _____: Entering into an Annexation Agreement with Eugene and Irene Wren for their property located at Broadway & Spring Road.
- 2.) Adopt Ordinance No. _____: Annexing Certain Property to the Village of Coal City Located at the southeast corner of Spring Road & Broadway.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 17 - __

**AN ORDINANCE ANNEXING THE EXECUTION OF AN ANNEXATION
AGREEMENT WITH EUGENE AND IRENE WREN CONCERNING CERTAIN
TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS
(1020 S. BROADWAY)**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

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

on _____, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH RMR INVESTMENTS, LLC CONCERNING CERTAIN TERRITORY IN UNINCORPORATED GRUNDY COUNTY, ILLINOIS (1630 S. BROADWAY)

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

WHEREAS, 65 ILCS 5/11-15.1-1, provides that the Village may enter into an annexation agreement with the owners of record of land in unincorporated territory, which land may be subsequently annexed to the Village in accordance with Article 7 of the Illinois Municipal Code at the time the land becomes contiguous to the Village; and

WHEREAS, the Village has received a petition for annexation from Eugene and Irene Wren (cumulatively, “Owner”) concerning certain real property consisting of approximately 2.18 acres and commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, bearing P.I.N. 09-11-100-007, and legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90° 00’ 00” EAST ALONG THE NORTH LINE OF SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48’ 00” WEST FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00’ 00” WEST FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16’ 41” EAST ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF GRUNDY, STATE OF ILLINOIS.

(the “Property”); and

WHEREAS, the Property and any contiguous rights-of-way which are included with said annexation by operation of law shall be cumulatively known as the “Territory”; and

WHEREAS, the parties to the proposed annexation agreement are desirous to establish the terms and conditions by which any annexation of the Territory would be accomplished, including without limitation, the zoning of such territory, construction of a driveway apron thereon, the provision of utility services, the use and development of the Property, subdivision, and certain other terms and conditions as more fully provided in the proposed annexation agreement; and

WHEREAS, it is in the best interests of the Village of Coal City, Grundy and Will Counties, Illinois, that a certain annexation agreement pertaining to the Territory be entered into; and,

WHEREAS, an annexation agreement has been negotiated between the Village and Owner concerning the terms for the future voluntary annexation of the Territory to the Village pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.*, and a copy of said annexation agreement is attached hereto as **Exhibit A** and, by this reference, incorporated as though fully set forth herein (the "Agreement"); and,

WHEREAS, pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, the Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Agreement by the Village; and

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

WHEREAS, the Owner and the Village are ready, willing, and able to enter into the

Agreement and to perform the obligations as required hereunder; and,

WHEREAS, the Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance; and

WHEREAS, the statutory procedures provided in Division 15.1 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, *et seq.* for the approval and execution of the Agreement have been fully complied with.

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

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

SECTION 2. Authorization.

A. Execution. The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest the Agreement.

B. Recordation. The Village Clerk is authorized and directed to record, at the Village's expense, a fully executed copy of the Agreement at the Office of the Recorder of Deeds, Grundy County, Illinois.

SECTION 3. Repealer. All ordinances 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 Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2017, 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

ANNEXATION AGREEMENT

[attached on following pages]

4822-3773-4471, v. 1

***AFTER RECORDING
RETURN TO:***

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

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

EUGENE AND IRENE WREN

**ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 2017, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and Eugene and Irene Wren (cumulatively, "Owner"), title holders of record of the "Property", as hereinafter defined. The Village and Owner may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

- A. Owner is the owner of record of certain real property and improvements located at 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, and is legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF
SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE
SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE
SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A
POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11;
THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A
DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF
GRUNDY, STATE OF ILLINOIS.
(the "Property").

- B. The Property consists of approximately 2.18 acres, is presently improved with a single-family home and is depicted on the Plat of Annexation attached hereto as **Exhibit A**.

- C. The Property is not at this time within the corporate limits of any municipality and is wholly unincorporated.
- D. There are no electors residing within the Property.
- E. The Property is contiguous to the corporate limits of the Village of Coal City.
- F. Owner desires to annex the Property into the Village pursuant to the terms and conditions hereafter set forth, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- G. The Owner has filed a voluntary annexation petition and annexation plat, which annexation petition states that there are no electors residing within the Property.
- H. The Owner and Applicant have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, the use and development of the Property, utility services, subdivision and other related matters, pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, and upon the terms and conditions contained in this Agreement.
- I. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.
- J. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- K. The Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.
- L. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- M. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound, hereby covenant and agree as follows:

SECTION 2. INCORPORATION OF RECITALS.

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "Effective Date") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twenty (20) years from the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

A. Annexation Petition. Owner has filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Said petition is conditioned on the terms and provisions of this Agreement. A copy of the Petition is attached hereto as **Exhibit B**. Owner has also filed a Plat of Annexation and the Village has agreed to waive fees and deposits required for such annexation.

B. Adoption of Annexation Ordinance. Not later than thirty (30) calendar days after approval of this Agreement, the Village President and Board of Trustees (the "Corporate Authorities") of the Village agree to approve an ordinance in substantially the form of **Exhibit C** (the "Annexation Ordinance"), annexing the Property and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the "Territory") to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois at Owner's expense.

C. Effective date of Annexation. The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 5. ZONING OF THE PROPERTY.

The Village and Owner agree that the Property shall be zoned Low-Density, Single-Family Residential ("RS-1") initially upon annexation by operation of Section 156.048 of the Village Code concerning the zoning classification of annexed property.

SECTION 6. DEVELOPMENT OF THE PROPERTY.

A. No Authorization of Work. Owner acknowledges that no development of the Property shall be permitted and no work shall be commenced on the Property until the Owner or subsequent owner or developer of the Property has applied for and obtained any and all zoning relief, building permits, or other development approvals which may be required by the Village or other jurisdictional bodies, which approval shall be subject to, and processed in accordance with standards and procedures contained in Village ordinances in effect at the time approval is requested. Except as herein provided, the development and use of the Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction. Notwithstanding the foregoing, the Parties understand and agree that Owner intends to construct a detached garage on the Property and that such construction shall be subject to the Village's building permit processes, but shall be exempt from the payment of any fees ordinarily associated therewith.

B. Driveway Apron. The Village, at its sole cost and expense, shall design and construct a paved driveway apron for ingress to the Property from Spring Road (the "Driveway Apron"), which Driveway Apron shall be constructed in substantial accordance with the drawings and specifications attached hereto as **Exhibit D** (the "Driveway Apron Plans"). In the event "Substantial Completion" (as hereafter defined) of the Driveway Apron is not achieved by November 1, 2018, upon receipt of notice of default from Owner, the Village shall cause contractors to begin, resume or otherwise complete the Driveway Apron without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Driveway Apron to "Substantial Completion," which shall mean the completion of the Driveway Apron in compliance with the Driveway Plans such that it is capable of being used for its intended purposes by Owner.

SECTION 7. SUBDIVISION OF THE PROPERTY.

The Parties understand and agree that Owner may in the future subdivide the Property east-to-west into two approximately equal-size parcels in such a manner that does not involve new access easements or street dedications, roadway construction, or extensions of Village utilities to serve the proposed resubdivided lots. In such event, the Village agrees that such act shall be deemed a "minor land division" or "minor subdivision" pursuant to Section 155-23 of the Village Code and, as such, may be approved by the Village following submittal of a final plat of subdivision without previous submission of a preliminary plat of subdivision. The Village agrees to waive any fees associated with the Village's processing of said final plat of subdivision.

SECTION 8. SANITARY/STORM SEWER/POTABLE WATER.

- A. The Property is presently serviced by the Village's waterworks system. Upon annexation, the Property shall pay be exempt from any non-resident surcharge for said services now or hereafter imposed by the Village. The Property shall be subject only to Village residential water service charges.

- B. If Owner desires to make a second connection to the Village's water or sanitary system on the Property in the future to service a second single-family residence located thereon following the future subdivision of the Property, the Village agrees to waive its standard tap-on fees for such connection.

SECTION 8. EASEMENTS.

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Property for the purposes of enforcing Applicable Laws, making repairs, installing and servicing utilities, and providing public and emergency services.

SECTION 9. VILLAGE SERVICES.

Upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

SECTION 10. IMPACT FEES.

Insofar as the number of residential dwellings on the Property shall not exceed a maximum of two (2), the Village shall not require Owner to pay any fees, donate any money, dedicate any land or make any other contributions to the Village or any other unit of local government in connection with or as a result of the subdivision or development of the Property. Provided, however, the Parties understand and agree that if the Property is subdivided into more than two parcels or the number of residential dwellings thereon shall exceed two (2), then the Property shall be subject to the Village's Water and Sewer Infrastructure Fee, School Facilities Impact Fee, and/or cash contributions in lieu of the dedication of land for school or park purposes, all in accordance with Village ordinances and resolutions as may be in effect at the time of such further subdivision.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of such plans and issuance of those approvals, permits,

certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property; and (iii) the development, construction, maintenance, or use of any portion of the Property.

D. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims related to this Agreement.

SECTION 12. DEFAULT AND REMEDIES.

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

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. Neither Party shall be

liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

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

SECTION 13. GENERAL PROVISIONS.

A. Binding Effect. The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Owner shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

B. Time. Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

C. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Owner shall be responsible for the recordation costs.

D. 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.

E. Assignment. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

F. 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.

G. 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.

H. 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.

I. Non-Waiver. The failure of a Party to exercise their rights hereunder at any time shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Party's right to enforce such rights of any other rights.

J. 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 Owner shall be addressed to, and delivered at, the following address:

Eugene and Irene Wren
1020 S. Broadway
Coal City, IL 60416

With a copy to: Larry Wharrie
The Wharrie Law Firm
105 S. Broadway Street
Coal City, IL 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

K. 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.

L. 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.

M. 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.

N. Exhibits. Exhibits A through D, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

O. Authority to Execute.

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

2. **Owner.** Owner hereby represents to the Village that it they are the lawful owners of the Property and are therefore the only entities that may encumber the Property with this Agreement.

P. Procedural Compliance. The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

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

Remainder of page intentionally left blank.

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

VILLAGE OF COAL CITY:

By: _____

President Terry Halliday

Date: _____

ATTEST:

Pamela Noffsinger, Village Clerk

OWNER:

By:  _____

Eugene Wren

Date: 4-25-17 _____

By:  _____

Irene Wren

Date: 4-25-17 _____

EXHIBIT A

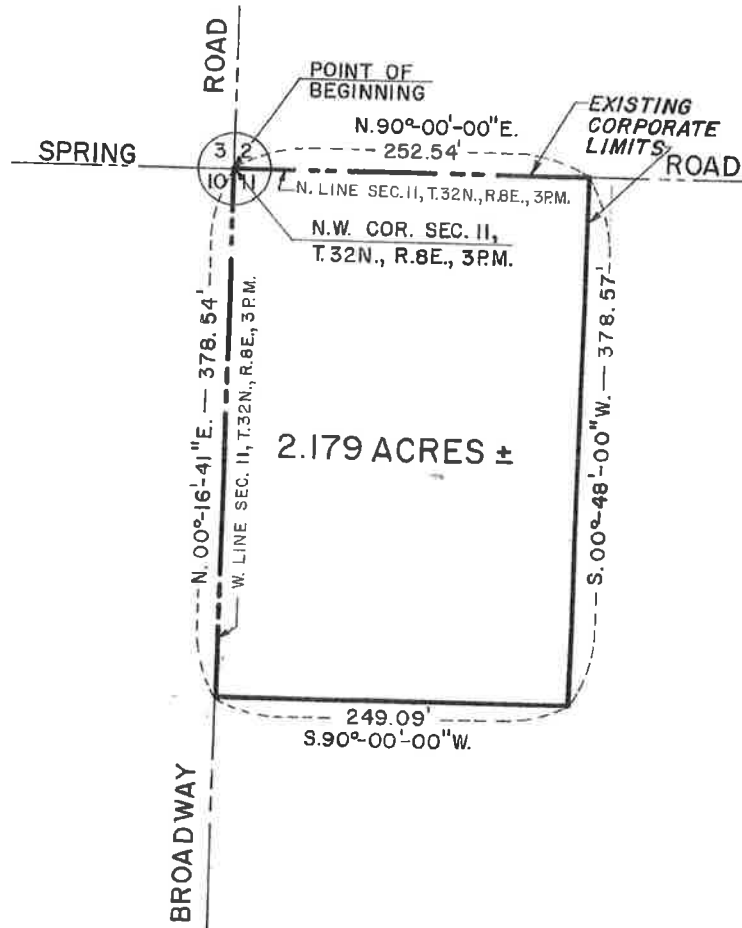
PLAT OF ANNEXATION

[attached on following page]

ANNEXATION PLAT VILLAGE OF COAL CITY, ILLINOIS



SCALE: 1" = 100'



CHAMLIN AND ASSOCIATES, INC.	
PERU	ILLINOIS MORRIS
SCALE: 1" = 100'	ANNEXATION PLAT-COAL CITY, IL PART OF N.W. 1/4 SEC. 11-32-8
DATE: 6-20-94	DRAWN BY: R.B.G. FILE NO.: 2758

LEGAL DESCRIPTION

Commencing at the northwest corner of Section 11, Township 32 North, Range 8 East of the Third Principal Meridian, County of Grundy, State of Illinois, said point being the POINT OF BEGINNING; thence North $90^{\circ} 00' 00''$ East along the north line of said Section 11 For a distance of 252.54 feet; thence South $00^{\circ} 48' 00''$ West for a distance of 378.57 feet; thence South $90^{\circ} 00' 00''$ West for a distance of 249.09 feet to a point which falls on the west line of said Section 11; thence North $00^{\circ} 16' 41''$ East along said west line for a distance of 378.54 feet to the POINT OF BEGINNING, containing 2.179 acres, more or less.

EXHIBIT B

ANNEXATION PETITION

[attached on following pages]

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY) ss.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners, Eugene and Irene Wren (the "Petitioners") respectfully state under oath:

- 1. Petitioners are the sole owners of the following legally described land (the "Tract") comprising approximately 2.18 acres, commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, is bounded by the incorporated Village of Coal City to the north, east and south, being specifically bounded by Spring Road to the north and Broadway Road to the west, all situated in Grundy County, Illinois and being legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE
NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION
11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST
FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST
FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE
WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST
ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE
POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP
32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
COUNTY OF GRUNDY, STATE OF ILLINOIS.

- 2. The Tract is not situated within the corporate limits of any municipality and is wholly unincorporated.
- 3. The Tract is contiguous to the corporate limits of the Village of Coal City.
- 4. There are no electors residing in the Tract.
- 5. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Tract.

6. All statutory notices required to annex the Tract have been provided.

7. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

8. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

Petitioners respectfully request:

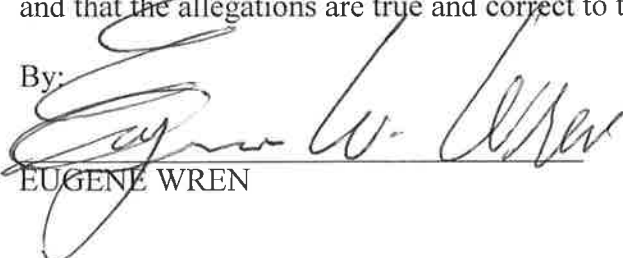
A. That this Petition and annexation be conditioned upon the Village and the Petitioners entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation of the Tract.

B. That the above-described Tract be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended and in accordance with the terms of the Annexation Agreement.

Dated this 25th day of April, 2017.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Tract, and that the allegations are true and correct to the best of his/her knowledge:

By:


EUGENE WREN

By:


IRENE WREN

SUBSCRIBED AND SWORN TO
before me this 25th day of
April, 2017.


Notary Public



SUBSCRIBED AND SWORN TO
before me this 25th day of
April, 2017.


Notary Public



EXHIBIT C

ANNEXATION ORDINANCE

[attached on following pages]

ORDINANCE NUMBER _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS (1020 S. BROADWAY)

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), requesting that said territory be annexed to the Village of Coal City and such petition for annexation is attached hereto as **Exhibit A** and incorporated as though fully set forth herein;

WHEREAS, there are no electors residing within the said territory;

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Coal City;

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute, if any;

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Grundy County;

WHEREAS, the Village provides no fire protection or library services;

WHEREAS, the territory to be annexed herein is adjacent to Spring Road under the jurisdiction of Braceville Township and such officials have been notified of the potential annexation as required by law;

WHEREAS, the legal owner of record of said territory and the Village of Coal City have entered into a valid and binding annexation agreement relating to such territory, which annexation agreement is attached hereto as **Exhibit B** (the "Annexation Agreement") and pursuant to which the Village agreed to annex the territory described herein;

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS (1020 S. BROADWAY)

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City on _____, 2017

WHEREAS, notice of the annexation has been delivered to all entities and officials in accordance with, and as required by or pursuant to, the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the Village is authorized to annex the territory described herein pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and all petitions documents and other necessary legal requirements necessary to accomplish the annexation of the said territory have been executed and completed in full compliance with the terms of the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Village of Coal City that the territory be annexed thereto and that such annexation will promote the sound planning and development of the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

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

SECTION 2. Annexation. The following described territory, consisting of approximately 2.18 acres and commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, bearing P.I.N. 09-11-100-007, together with any public streets or highways adjacent to or within the said territory described below that have not been previously annexed to any municipality, and legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF GRUNDY, STATE OF ILLINOIS.

(the "Territory"), being indicated on a plat of annexation (appended hereto as **Exhibit C** and made a part of this Ordinance as though fully set forth herein); shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice as required by law. The Village Clerk shall be, and is hereby, authorized and directed to file the same with the Grundy County Clerk. The Village Administrator shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Unincorporated Parcel of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

EXHIBIT A
PETITION FOR ANNEXATION

[inserted on following page]

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on _____ and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the Grundy County Recorder's Office; provided, however, that this Ordinance shall be of no force or effect until after the Annexation Agreement has been executed by the Village and the Owner.

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

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

SO ORDAINED this _____ day of _____, 2017, at Coal City, Grundy and Will Counties, Illinois.

AYES: _____ ABSENT: _____
NAYS: _____ ABSTAIN: _____

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

PETITION FOR ANNEXATION

STATE OF ILLINOIS }
COUNTY OF GRUNDY }

ss.

BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners, Eugene and Irene Wren (the "Petitioners") respectfully state under oath:

1. Petitioners are the sole owners of the following legally described land (the "Tract") comprising approximately 2.18 acres, commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, is bounded by the incorporated Village of Coal City to the north, east and south, being specifically bounded by Spring Road to the north and Broadway Road to the west, all situated in Grundy County, Illinois and being legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF GRUNDY, STATE OF ILLINOIS.

- 2. The Tract is not situated within the corporate limits of any municipality and is wholly unincorporated.
- 3. The Tract is contiguous to the corporate limits of the Village of Coal City.
- 4. There are no electors residing in the Tract.
- 5. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Tract.

- 6. All statutory notices required to annex the Tract have been provided.
- 7. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
- 8. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.
Petitioners respectfully request:
A. That this Petition and annexation be conditioned upon the Village and the Petitioners entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation of the Tract.
B. That the above-described Tract be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended and in accordance with the terms of the Annexation Agreement.

Dated this _____ day of _____, 2017.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Tract, and that the allegations are true and correct to the best of his/her knowledge:

By: _____ By: _____
EUGENE WREN IRENE WREN
SUBSCRIBED AND SWORN TO SUBSCRIBED AND SWORN TO
before me this _____ day of before me this _____ day of
_____, 2017. _____, 2017.
Notary Public Notary Public

EXHIBIT B

ANNEXATION AGREEMENT

[inserted on following pages]

***AFTER RECORDING
RETURN TO:***

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

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

EUGENE AND IRENE WREN

**ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____ 2017, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and Eugene and Irene Wren (collectively, "Owner"), title holders of record of the "Property", as hereinafter defined. The Village and Owner may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

A. Owner is the owner of record of certain real property and improvements located at 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, and is legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF
SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE
SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE
SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A
POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11;
THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A
DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF
GRUNDY, STATE OF ILLINOIS.
(the "Property").

B. The Property consists of approximately 2.18 acres, is presently improved with a single-family home and is depicted on the Plat of Annexation attached hereto as **Exhibit A**.

- C. The Property is not at this time within the corporate limits of any municipality and is wholly unincorporated.
- D. There are no electors residing within the Property.
- E. The Property is contiguous to the corporate limits of the Village of Coal City.
- F. Owner desires to annex the Property into the Village pursuant to the terms and conditions hereafter set forth, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- G. The Owner has filed a voluntary annexation petition and annexation plat, which annexation petition states that there are no electors residing within the Property.
- H. The Owner and Applicant have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, the use and development of the Property, utility services, subdivision and other related matters, pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, and upon the terms and conditions contained in this Agreement.
- I. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.
- J. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- K. The Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.
- L. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- M. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound, hereby covenant and agree as follows:

SECTION 2. INCORPORATION OF RECITALS.

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "Effective Date") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twenty (20) years from the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

A. Annexation Petition. Owner has filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Said petition is conditioned on the terms and provisions of this Agreement. A copy of the Petition is attached hereto as **Exhibit B**. Owner has also filed a Plat of Annexation and the Village has agreed to waive fees and deposits required for such annexation.

B. Adoption of Annexation Ordinance. Not later than thirty (30) calendar days after approval of this Agreement, the Village President and Board of Trustees (the "Corporate Authorities") of the Village agree to approve an ordinance in substantially the form of **Exhibit C** (the "Annexation Ordinance"), annexing the Property and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the "Territory") to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois at Owner's expense.

C. Effective date of Annexation. The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 5. ZONING OF THE PROPERTY.

The Village and Owner agree that the Property shall be zoned Low-Density, Single-Family Residential ("RS-1") initially upon annexation by operation of Section 156.048 of the Village Code concerning the zoning classification of annexed property.

SECTION 6. DEVELOPMENT OF THE PROPERTY.

A. No Authorization of Work. Owner acknowledges that no development of the Property shall be permitted and no work shall be commenced on the Property until the Owner or subsequent owner or developer of the Property has applied for and obtained any and all zoning relief, building permits, or other development approvals which may be required by the Village or other jurisdictional bodies, which approval shall be subject to, and processed in accordance with standards and procedures contained in Village ordinances in effect at the time approval is requested. Except as herein provided, the development and use of the Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction. Notwithstanding the foregoing, the Parties understand and agree that Owner intends to construct a detached garage on the Property and that such construction shall be subject to the Village's building permit processes, but shall be exempt from the payment of any fees ordinarily associated therewith.

B. Driveway Apron. The Village, at its sole cost and expense, shall design and construct a paved driveway apron for ingress to the Property from Spring Road (the "Driveway Apron"), which Driveway Apron shall be constructed in substantial accordance with the drawings and specifications attached hereto as **Exhibit D** (the "Driveway Apron Plans"). In the event "Substantial Completion" (as hereafter defined) of the Driveway Apron is not achieved by November 1, 2018, upon receipt of notice of default from Owner, the Village shall cause contractors to begin, resume or otherwise complete the Driveway Apron without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Driveway Apron to "Substantial Completion," which shall mean the completion of the Driveway Apron in compliance with the Driveway Plans such that it is capable of being used for its intended purposes by Owner.

SECTION 7. SUBDIVISION OF THE PROPERTY.

The Parties understand and agree that Owner may in the future subdivide the Property east-to-west into two approximately equal-size parcels in such a manner that does not involve new access easements or street dedications, roadway construction, or extensions of Village utilities to serve the proposed resubdivided lots. In such event, the Village agrees that such act shall be deemed a "minor land division" or "minor subdivision" pursuant to Section 155-2.3 of the Village Code and, as such, may be approved by the Village following submittal of a final plat of subdivision without previous submission of a preliminary plat of subdivision. The Village agrees to waive any fees associated with the Village's processing of said final plat of subdivision.

SECTION 8. SANITARY/STORM SEWER/POTABLE WATER.

- A. The Property is presently serviced by the Village's waterworks system. Upon annexation, the Property shall pay be exempt from any non-resident surcharge for said services now or hereafter imposed by the Village. The Property shall be subject only to Village residential water service charges.
- B. If Owner desires to make a second connection to the Village's water or sanitary system on the Property in the future to service a second single-family residence located thereon following the future subdivision of the Property, the Village agrees to waive its standard tap-on fees for such connection.

SECTION 8. EASEMENTS.

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Property for the purposes of enforcing Applicable Laws, making repairs, installing and servicing utilities, and providing public and emergency services.

SECTION 9. VILLAGE SERVICES.

Upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

SECTION 10. IMPACT FEES.

Insofar as the number of residential dwellings on the Property shall not exceed a maximum of two (2), the Village shall not require Owner to pay any fees, donate any money, dedicate any land or make any other contributions to the Village or any other unit of local government in connection with or as a result of the subdivision or development of the Property. Provided, however, the Parties understand and agree that if the Property is subdivided into more than two parcels or the number of residential dwellings thereon shall exceed two (2), then the Property shall be subject to the Village's Water and Sewer Infrastructure Fee, School Facilities Impact Fee, and/or cash contributions in lieu of the dedication of land for school or park purposes, all in accordance with Village ordinances and resolutions as may be in effect at the time of such further subdivision.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of such plans and issuance of those approvals, permits,

certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property; and (iii) the development, construction, maintenance, or use of any portion of the Property.

D. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims related to this Agreement.

SECTION 12. DEFAULT AND REMEDIES.

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

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. Neither Party shall be

liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

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

SECTION 13. GENERAL PROVISIONS.

A. Binding Effect. The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Owner shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

B. Time. Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

C. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Owner shall be responsible for the recordation costs.

D. 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.

E. Assignment. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

F. 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.

G. 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.

H. 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.

I. Non-Waiver. The failure of a Party to exercise their rights hereunder at any time shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Party's right to enforce such rights of any other rights.

J. 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 Owner shall be addressed to, and delivered at, the following address:

Eugene and Irene Wren
1020 S. Broadway
Coal City, IL 60416

With a copy to:

Larry Wharrie
The Wharrie Law Firm
105 S. Broadway Street
Coal City, IL 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
Ancei Glink Diamond Bush DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

K. 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.

L. 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.

M. 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.

N. Exhibits, Exhibits A through D. attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

O. Authority to Execute.

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

2. **Owner.** Owner hereby represents to the Village that it they are the lawful owners of the Property and are therefore the only entities that may encumber the Property with this Agreement.

P. Procedural Compliance. The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

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

Remainder of page intentionally left blank.

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

VILLAGE OF COAL CITY:

By: _____
President Terry Halliday

Date: _____

ATTEST:

Pamela Norffsinger, Village Clerk

OWNER:

By: _____
Eugene Wren

Date: _____

By: _____
Irene Wren

Date: _____

EXHIBIT D

DRIVEWAY APRON PLANS

[attached on following pages]

4831-4321-8503, v. 1

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL
CITY, GRUNDY AND WILL COUNTIES, ILLINOIS
(1020 S. BROADWAY)**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2017

ORDINANCE NUMBER _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS (1020 S. BROADWAY)

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois (the “Village”), requesting that said territory be annexed to the Village of Coal City and such petition for annexation is attached hereto as **Exhibit A** and incorporated as though fully set forth herein;

WHEREAS, there are no electors residing within the said territory;

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the Village of Coal City;

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute, if any;

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Grundy County;

WHEREAS, the Village provides no fire protection or library services;

WHEREAS, the territory to be annexed herein is adjacent to Spring Road under the jurisdiction of Braceville Township and such officials have been notified of the potential annexation as required by law;

WHEREAS, the legal owner of record of said territory and the Village of Coal City have entered into a valid and binding annexation agreement relating to such territory, which annexation agreement is attached hereto as **Exhibit B** (the “Annexation Agreement”) and pursuant to which the Village agreed to annex the territory described herein;

WHEREAS, notice of the annexation has been delivered to all entities and officials in accordance with, and as required by or pursuant to, the provisions of Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

WHEREAS, the Village is authorized to annex the territory described herein pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and all petitions documents and other necessary legal requirements necessary to accomplish the annexation of the said territory have been executed and completed in full compliance with the terms of the statutes of the State of Illinois; and

WHEREAS, the Corporate Authorities hereby find and determine that it is in the best interests of the Village of Coal City that the territory be annexed thereto and that such annexation will promote the sound planning and development of the Village, properly and beneficially extend the corporate limits and jurisdiction of the Village, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

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

SECTION 2. Annexation. The following described territory, consisting of approximately 2.18 acres and commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, bearing P.I.N. 09-11-100-007, together with any public streets or highways adjacent to or within the said territory described below that have not been previously annexed to any municipality, and legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF GRUNDY, STATE OF ILLINOIS.

(the "Territory"), being indicated on a plat of annexation (appended hereto as **Exhibit C** and made a part of this Ordinance as though fully set forth herein), shall be, and is hereby, annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

SECTION 3. Recordation and Reporting. The Village Clerk shall be, and is hereby, authorized and directed to record in the Office of the Grundy County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation, and the affidavits of service of notice as required by law. The Village Clerk shall be, and is hereby, authorized and directed to file the same with the Grundy County Clerk. The Village Administrator shall be, and is hereby, authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the United States Post Office branches serving the Unincorporated Parcel of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its (i) passage, approval, and publication in pamphlet form in the manner provided by law and (ii) recordation with the Grundy County Recorder's Office; provided, however, that this Ordinance shall be of no force or effect until after the Annexation Agreement has been executed by the Village and the Owner.

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

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

SO ORDAINED this _____ day of _____, 2017, 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

PETITION FOR ANNEXATION

[inserted on following page]

PETITION FOR ANNEXATION

STATE OF ILLINOIS)
)
COUNTY OF GRUNDY) ss.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioners, Eugene and Irene Wren (the "Petitioners") respectfully state under oath:

- 1. Petitioners are the sole owners of the following legally described land (the "Tract") comprising approximately 2.18 acres, commonly known as 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, is bounded by the incorporated Village of Coal City to the north, east and south, being specifically bounded by Spring Road to the north and Broadway Road to the west, all situated in Grundy County, Illinois and being legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE
NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF SAID SECTION
11 FOR A DISTANCE OF 252.54 FEET; THENCE SOUTH 00° 48' 00" WEST
FOR A DISTANCE OF 378.57 FEET; THENCE SOUTH 90° 00' 00" WEST
FOR A DISTANCE OF 249.29 FEET TO A POINT WHICH FALLS ON THE
WEST LINE OF SAID SECTION 11; THENCE NORTH 00° 16' 41" EAST
ALONG SAID WEST LINE FOR A DISTANCE OF 378.54 FEET TO THE
POINT OF BEGINNING, CONTAINING 2.18 ACRES, MORE OR LESS, ALL
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP
32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN,
COUNTY OF GRUNDY, STATE OF ILLINOIS.

- 2. The Tract is not situated within the corporate limits of any municipality and is wholly unincorporated.
- 3. The Tract is contiguous to the corporate limits of the Village of Coal City.
- 4. There are no electors residing in the Tract.
- 5. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Tract.

6. All statutory notices required to annex the Tract have been provided.

7. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

8. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

Petitioners respectfully request:

A. That this Petition and annexation be conditioned upon the Village and the Petitioners entering into a mutually acceptable annexation agreement to govern the terms and conditions of the annexation of the Tract.

B. That the above-described Tract be annexed to the Village of Coal City by ordinance of the President and Board of Trustees of the Village of Coal City, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, as amended and in accordance with the terms of the Annexation Agreement.

Dated this 25th day of April, 2017.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Tract, and that the allegations are true and correct to the best of his/her knowledge:


By:


EUGENE WREN

By:


IRENE WREN

SUBSCRIBED AND SWORN TO
before me this 25th day of
April, 2017.


Notary Public



SUBSCRIBED AND SWORN TO
before me this 25th day of
April, 2017.

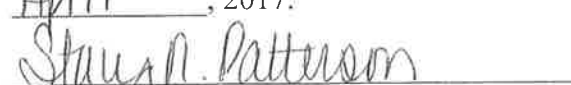

Notary Public



EXHIBIT B

ANNEXATION AGREEMENT

[inserted on following pages]

***AFTER RECORDING
RETURN TO:***

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

This space for Recorder's use only

ANNEXATION AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

EUGENE AND IRENE WREN

**ANNEXATION AGREEMENT
TO THE VILLAGE OF COAL CITY**

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 2017, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation, located in Grundy County and Will County, Illinois (the "Village") and Eugene and Irene Wren (cumulatively, "Owner"), title holders of record of the "Property", as hereinafter defined. The Village and Owner may each be referred to as a "Party" and be collectively referred to as the "Parties".

SECTION 1. RECITALS.

- A. Owner is the owner of record of certain real property and improvements located at 1020 S. Broadway Road in unincorporated Grundy County, Illinois, which property bears P.I.N. 09-11-100-007, and is legally described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD
PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 11,
TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL
MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 90° 00' 00" EAST ALONG THE NORTH LINE OF
SAID SECTION 11 FOR A DISTANCE OF 252.54 FEET; THENCE
SOUTH 00° 48' 00" WEST FOR A DISTANCE OF 378.57 FEET; THENCE
SOUTH 90° 00' 00" WEST FOR A DISTANCE OF 249.29 FEET TO A
POINT WHICH FALLS ON THE WEST LINE OF SAID SECTION 11;
THENCE NORTH 00° 16' 41" EAST ALONG SAID WEST LINE FOR A
DISTANCE OF 378.54 FEET TO THE POINT OF BEGINNING,
CONTAINING 2.18 ACRES, MORE OR LESS, ALL LOCATED IN THE
NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF
GRUNDY, STATE OF ILLINOIS.
(the "Property").

- B. The Property consists of approximately 2.18 acres, is presently improved with a single-family home and is depicted on the Plat of Annexation attached hereto as **Exhibit A.**

- C. The Property is not at this time within the corporate limits of any municipality and is wholly unincorporated.
- D. There are no electors residing within the Property.
- E. The Property is contiguous to the corporate limits of the Village of Coal City.
- F. Owner desires to annex the Property into the Village pursuant to the terms and conditions hereafter set forth, and the Village has considered the Property and believes it would make a valuable addition to the Village.
- G. The Owner has filed a voluntary annexation petition and annexation plat, which annexation petition states that there are no electors residing within the Property.
- H. The Owner and Applicant have agreed to enter into an annexation agreement setting forth the terms for the future voluntary annexation to the Village, the use and development of the Property, utility services, subdivision and other related matters, pursuant to the authority and provisions of 65 ILCS 5/7-1-1 *et seq.* and 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, and upon the terms and conditions contained in this Agreement.
- I. Pursuant to due notice and publication in the manner provided by the Illinois Municipal Code, a proposed annexation agreement similar in substance and in form to this Agreement was submitted to the Village President and Board of Trustees (cumulatively, the "Corporate Authorities") and a public hearing was held thereon, and the Village has taken such further action required by the provisions of 65 ILCS 5/11-15.1.3 and the ordinances of the Village relating to the procedure for the authorization, approval and execution of this Annexation Agreement by the Village.
- J. The Corporate Authorities have considered the terms and provisions of this Agreement and have, by an ordinance duly adopted by a vote of two-thirds (2/3) or more of the Corporate Authorities then holding office, authorized the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village.
- K. The Agreement has been submitted to Owner for review and consideration and the Owner has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon Owner.
- L. The Village has found and determined that the Agreement is in the best interest of the Village and the health, safety, morals and welfare of its residents, is in accord with valid public purposes and applicable law and is not otherwise prohibited by law or ordinance.
- M. The Parties have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the Parties hereto intending to be legally bound, hereby covenant and agree as follows:

SECTION 2. INCORPORATION OF RECITALS.

The statements set forth in the recitals to this Agreement are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein.

SECTION 3. TERM.

This Agreement shall commence on the date this Agreement is fully executed by a duly authorized representative of each Party hereto (the "Effective Date") and shall be binding upon the Parties and their respective successors and assigns, including without limitation any successor owners of the Property, for twenty (20) years from the Effective Date.

SECTION 4. ANNEXATION OF THE PROPERTY.

A. Annexation Petition. Owner has filed with the Village Clerk a duly executed Annexation Petition and Plat of Annexation, pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Said petition is conditioned on the terms and provisions of this Agreement. A copy of the Petition is attached hereto as **Exhibit B**. Owner has also filed a Plat of Annexation and the Village has agreed to waive fees and deposits required for such annexation.

B. Adoption of Annexation Ordinance. Not later than thirty (30) calendar days after approval of this Agreement, the Village President and Board of Trustees (the "Corporate Authorities") of the Village agree to approve an ordinance in substantially the form of **Exhibit C** (the "Annexation Ordinance"), annexing the Property and any contiguous rights-of-way which are included with said annexation by operation of law (cumulatively, the "Territory") to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. Upon such Annexation Ordinance becoming effective, the Village shall promptly cause the Annexation Ordinance to be recorded at the office of the Recorder of Grundy County, Illinois at Owner's expense.

C. Effective date of Annexation. The annexation of the Territory shall occur on the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by the Illinois Municipal Code, 65 ILCS 5/7-1-1.

SECTION 5. ZONING OF THE PROPERTY.

The Village and Owner agree that the Property shall be zoned Low-Density, Single-Family Residential ("RS-1") initially upon annexation by operation of Section 156.048 of the Village Code concerning the zoning classification of annexed property.

SECTION 6. DEVELOPMENT OF THE PROPERTY.

A. No Authorization of Work. Owner acknowledges that no development of the Property shall be permitted and no work shall be commenced on the Property until the Owner or subsequent owner or developer of the Property has applied for and obtained any and all zoning relief, building permits, or other development approvals which may be required by the Village or other jurisdictional bodies, which approval shall be subject to, and processed in accordance with standards and procedures contained in Village ordinances in effect at the time approval is requested. Except as herein provided, the development and use of the Property shall comply with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction. Notwithstanding the foregoing, the Parties understand and agree that Owner intends to construct a detached garage on the Property and that such construction shall be subject to the Village's building permit processes, but shall be exempt from the payment of any fees ordinarily associated therewith.

B. Driveway Apron. The Village, at its sole cost and expense, shall design and construct a paved driveway apron for ingress to the Property from Spring Road (the "Driveway Apron"), which Driveway Apron shall be constructed in substantial accordance with the drawings and specifications attached hereto as **Exhibit D** (the "Driveway Apron Plans"). In the event "Substantial Completion" (as hereafter defined) of the Driveway Apron is not achieved by November 1, 2018, upon receipt of notice of default from Owner, the Village shall cause contractors to begin, resume or otherwise complete the Driveway Apron without interruption or delay, and otherwise diligently pursue and prosecute the construction of the Driveway Apron to "Substantial Completion," which shall mean the completion of the Driveway Apron in compliance with the Driveway Plans such that it is capable of being used for its intended purposes by Owner.

SECTION 7. SUBDIVISION OF THE PROPERTY.

The Parties understand and agree that Owner may in the future subdivide the Property east-to-west into two approximately equal-size parcels in such a manner that does not involve new access easements or street dedications, roadway construction, or extensions of Village utilities to serve the proposed resubdivided lots. In such event, the Village agrees that such act shall be deemed a "minor land division" or "minor subdivision" pursuant to Section 155-23 of the Village Code and, as such, may be approved by the Village following submittal of a final plat of subdivision without previous submission of a preliminary plat of subdivision. The Village agrees to waive any fees associated with the Village's processing of said final plat of subdivision.

SECTION 8. SANITARY/STORM SEWER/POTABLE WATER.

- A. The Property is presently serviced by the Village's waterworks system. Upon annexation, the Property shall pay be exempt from any non-resident surcharge for said services now or hereafter imposed by the Village. The Property shall be subject only to Village residential water service charges.

- B. If Owner desires to make a second connection to the Village's water or sanitary system on the Property in the future to service a second single-family residence located thereon following the future subdivision of the Property, the Village agrees to waive its standard tap-on fees for such connection.

SECTION 8. EASEMENTS.

Owner shall grant to the Village public utility and enforcement easements over, on, and across the Property for the purposes of enforcing Applicable Laws, making repairs, installing and servicing utilities, and providing public and emergency services.

SECTION 9. VILLAGE SERVICES.

Upon the effective date of annexation, Owner will receive police protection and other municipal services provided by the Village.

SECTION 10. IMPACT FEES.

Insofar as the number of residential dwellings on the Property shall not exceed a maximum of two (2), the Village shall not require Owner to pay any fees, donate any money, dedicate any land or make any other contributions to the Village or any other unit of local government in connection with or as a result of the subdivision or development of the Property. Provided, however, the Parties understand and agree that if the Property is subdivided into more than two parcels or the number of residential dwellings thereon shall exceed two (2), then the Property shall be subject to the Village's Water and Sewer Infrastructure Fee, School Facilities Impact Fee, and/or cash contributions in lieu of the dedication of land for school or park purposes, all in accordance with Village ordinances and resolutions as may be in effect at the time of such further subdivision.

SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.

A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of such plans and issuance of those approvals, permits,

certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property; and (iii) the development, construction, maintenance, or use of any portion of the Property.

D. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims related to this Agreement.

SECTION 12. DEFAULT AND REMEDIES.

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

B. Remedies for Events of Default. Except where a particular remedy is specified in this Agreement for a specific Default or Event of Default, the Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. Neither Party shall be

liable to the other for consequential damages or lost profits. Any action brought by either party to this Agreement shall be prosecuted in a court of competent jurisdiction in Grundy County, Illinois. In the event that either Party hereto institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs and attorneys' fees, and witnesses' fees incurred by the prevailing Party in connection therewith.

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

SECTION 13. GENERAL PROVISIONS.

A. Binding Effect. The Parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors, or lessees. Owner shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

B. Time. Time is of the essence in the performance of this Agreement. If the time for any performance hereunder ends on a day not a business day, such time shall be extended to the next business day.

C. Recordation. This Agreement shall be recorded with the Office of the Grundy County Recorder, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Agreement. Owner shall be responsible for the recordation costs.

D. 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.

E. Assignment. No part of this Agreement may be assigned by either of the Parties hereto without prior written consent of the other Party.

F. 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.

G. 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.

H. 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.

I. Non-Waiver. The failure of a Party to exercise their rights hereunder at any time shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the Party's right to enforce such rights of any other rights.

J. 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 Owner shall be addressed to, and delivered at, the following address:

Eugene and Irene Wren
1020 S. Broadway
Coal City, IL 60416

With a copy to: Larry Wharrie
The Wharrie Law Firm
105 S. Broadway Street
Coal City, IL 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

K. 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.

L. 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.

M. 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.

N. Exhibits. Exhibits A through D, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

O. Authority to Execute.

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

2. **Owner.** Owner hereby represents to the Village that it they are the lawful owners of the Property and are therefore the only entities that may encumber the Property with this Agreement.

P. Procedural Compliance. The Parties hereby acknowledge and agree that all required notices, meetings and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge this Agreement or any of the obligations created by it on the grounds of any procedural infirmity or any denial of any procedural right.

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

Remainder of page intentionally left blank.

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

VILLAGE OF COAL CITY:

By: _____

President Terry Halliday

Date: _____

ATTEST:

Pamela Noffsinger, Village Clerk

OWNER:

By:  _____

Eugene Wren

Date: 4-25-17

By:  _____

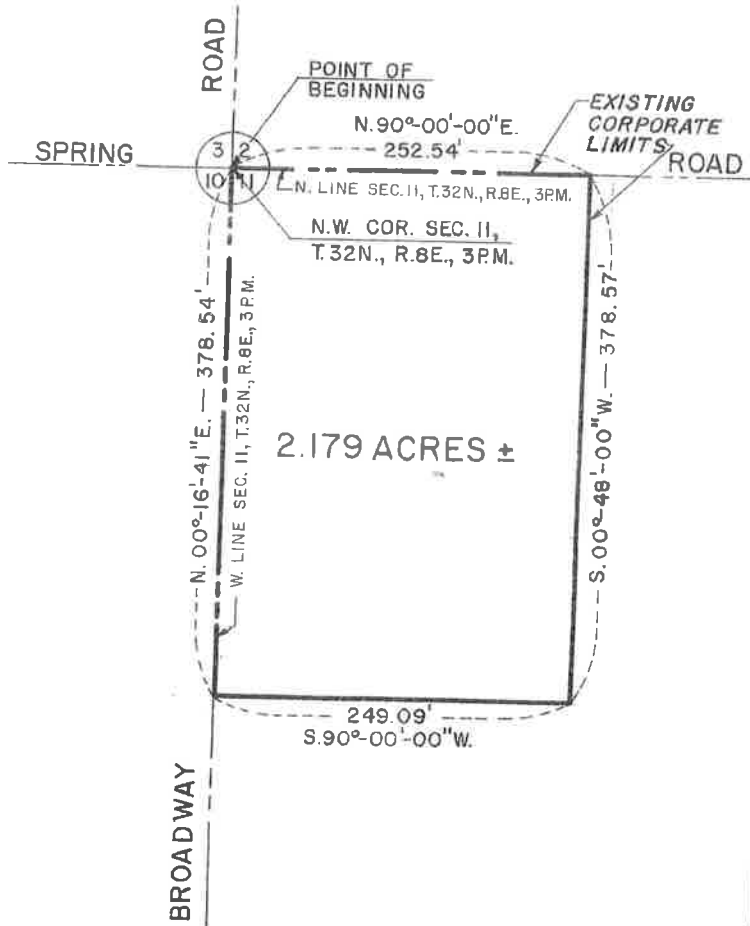
Irene Wren

Date: 4-25-17

ANNEXATION PLAT VILLAGE OF COAL CITY, ILLINOIS



SCALE: 1"=100'



CHAMLIN AND ASSOCIATES, INC.		
PERU ILLINOIS MORRIS		
SCALE: 1"=100'	ANNEXATION PLAT-COAL CITY, IL PART OF N.W. 1/4 SEC. 11-32-8	
DATE: 6-20-94	DRAWN BY: R.B.G.	FILE NO.: 2758

LEGAL DESCRIPTION

Commencing at the northwest corner of Section 11, Township 32 North, Range 8 East of the Third Principal Meridian, County of Grundy, State of Illinois, said point being the POINT OF BEGINNING; thence North 90° 00' 00" East along the north line of said Section 11 For a distance of 252.54 feet; thence South 00° 48' 00" West for a distance of 378.57 feet; thence South 90° 00' 00" West for a distance of 249.09 feet to a point which falls on the west line of said Section 11; thence North 00° 16' 41" East along said west line for a distance of 378.54 feet to the POINT OF BEGINNING, containing 2.179 acres, more or less.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 10, 2017

RE: HOFFMAN TRANSPORT INDUSTRIAL DEVELOPMENT

The Planning & Zoning Board has been contemplating the development of a 130-acre+ industrial project located on the north side of Reed Road adjacent to the Union Pacific Railroad, which would accommodate a manifest freight shipping operation and transload of petroleum-related product as well as the construction of a 400,000 square ft. warehouse facility to be owned and operated by Hoffman Transportation. Simultaneously, negotiations to overcome the initial public utilities necessary to support this development have taken place in order to return an amount of tax increment necessary for the construction of a curb cut onto Reed Road, installation of water and sewer utilities, and ensure storm water retention and conveyance is provided in an adequate manner. Consideration of this development required the review of an ad hoc Planned Unit Development community which incorporated the participation of multiple units of government, a review by the Zoning Board of Appeals, and the Grundy County Highway Committee prior to its arrival for Board consideration this evening.

The ordinances to be considered include a PUD rezoning, and conditional use zoning consideration as well as a redevelopment agreement that establishes an amount of increment to be recovered by the developer due to the guaranteed industrial development within the property. The PUD Review Committee, which included the participation of the Coal City Fire District and Grundy County among others unanimously, positively recommended Hoffman's zoning petition for adoption. Upon holding a public hearing on the matter on April 17th, which was extended until April 24th, the Zoning Board of Appeals recommends the zoning ordinance to be adopted by the Village Board. This petition includes the conditional uses to conduct a freight-supplied industrial park, construct and operate railroad sidings off of the Union Pacific, construct a 41' high warehouse with 400,000 sq. ft. under roof, the construction of a private well for a truck tank washout facility, and the re-zoning of a 32-acre portion of the property from agricultural to industrial. The final consideration of the PUD development was slightly belabored due to the relation of the industrial park with the residential neighbor located on the east of the contemplated development. At this point, this land owner and an adjacent land owner have agreed upon terms by which their additional 12 acres are to be appended onto the east side of the park. Should the closing of this additional acreage fail, the conditional approval by the ZBA for the curb cut would revert to a required accommodation for the residential neighbor whereby a concrete sound wall would be constructed on the east side of a public right of way between the resident and this industrial project.

The TIF redevelopment agreement focuses upon the means by which Hoffman Transportation shall be reimbursed for approximately \$2.1 million in public improvement costs and recover a total of approximately \$8.5 million in total TIF reimbursable expenditures. Contained within the agreement is the necessity to provide the creation of 50 new full time positions within this facility; failure to do so shall negate the developer's claim on any remaining increment. All public improvements shall be the responsibility of the developer. Reimbursement shall be provided on a pay-as-you-go basis whereby the developer shall retain 90% of the increment until the initial investment of \$2.1 million has been reimbursed. Thereafter, Coal City and the developer shall split the remaining increment for the remaining time of the TIF District 50/50 until the developer has recovered the total TIF reimbursable investment. Other provisions contained within the agreement delay the collection of the Village's per acre Infrastructure Fee and locks in guaranteed building permit review fees.

Hoffman Transport, who has worked with all of the involved governmental jurisdictions, has worked diligently to meet the requirements posed to them and has aggressively sought this location for its competitive advantages of low tax rates and location to manifest freight service provided by the Union Pacific. It is anticipated the example of Hoffman Transport will continue to demonstrate the business-friendly climate located within Coal City and the continued focus upon identifying industrial clients to augment the village's current residential tax base.

Adoption of this evening's action shall allow the petitioner to maintain their schedule for construction of a facility by year's end dependent upon additional closings and future consideration of the curb cut by Grundy County.

Recommendation:

- 1.) Adopt Ordinance No. _____: Granting a PUD along with Conditional Uses and Necessary Rezoning of the Hoffman Transportation Development on Reed Road.
- 2.) Adopt Ordinance No. _____: Authorizing a TIF District redevelopment Agreement with Hoffman Property Holdings, LLC.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 17 - ____

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PRELIMINARY
PLANNED UNIT DEVELOPMENT, PROVIDING FOR INDUSTRIAL REZONING,
SUBDIVISION APPROVALS UPON SUBSTANTIAL CONFORMANCE WITH
APPROVED PRELIMINARY PUD PLAT, AND APPROVAL OF A CONDITIONAL
USE PERMIT AUTHORIZING RAIL AND ACCESSORY USES THERETO TO THE
OWNER AND CONTRACT PURCHASER OF APPROXIMATELY 142 ACRES OF
REAL PROPERTY LOCATED ON REED ROAD BETWEEN BROADWAY AND
BERTA ROADS IN COAL CITY FOR THE DEVELOPMENT AND USE OF A RAIL-
SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE
OPERATION**

(HOFFMAN TRANSPORT INDUSTRIAL DEVELOPMENT)

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

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

on _____, 2017

ORDINANCE NUMBER 17 - __

AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT, PROVIDING FOR INDUSTRIAL REZONING, SUBDIVISION APPROVALS UPON SUBSTANTIAL CONFORMANCE WITH APPROVED PRELIMINARY PUD PLAT, AND APPROVAL OF A CONDITIONAL USE PERMIT AUTHORIZING RAIL AND ACCESSORY USES THERETO TO THE OWNER AND CONTRACT PURCHASER OF APPROXIMATELY 142 ACRES OF REAL PROPERTY LOCATED ON REED ROAD BETWEEN BROADWAY AND BERTA ROADS IN COAL CITY FOR THE DEVELOPMENT AND USE OF A RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE OPERATION

(HOFFMAN TRANSPORT INDUSTRIAL DEVELOPMENT)

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 President and Trustees of the Village (cumulatively, the “Corporate Authorities”) are authorized pursuant to Sections 156-27, 156-234, 156-270 and 156-189 of the Village of Coal City Code of Ordinances (“Village Code”) to act as the final decision-making body for conditional uses, zoning map amendments, and conditional uses for planned unit developments, respectively, and in that capacity, must either approve, conditionally approve subject to the fulfillment of certain conditions, or deny the requested zoning relief; and

WHEREAS, HOFFMAN PROPERTY HOLDINGS, LLC is an Illinois limited liability company (“Developer”) and the owner of certain real property consisting of approximately 132 total acres of undeveloped agricultural property located on Reed Road between Broadway and Berta Roads in Coal City, Grundy County, Illinois;

WHEREAS, the property owned by Developer consists of approximately 132 acres of undeveloped property comprised of an approximately 91.54 acre parcel bearing real estate tax property identification number 09-11-300-002 legally described as follows:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

(hereinafter, "Parcel 1"), and a second parcel bearing real estate tax property identification number 09-11-400-001, comprising approximately 40.18 acres and being legally described as follows:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

(hereinafter, "Parcel 2"); and

WHEREAS, Developer is under contract to acquire approximately twelve acres of additional real property immediately east of Parcel 1 and south of Parcel 2, from adjacent landowners Bernard Burla and Kris Morris, respectively, which property is presently used for agricultural and residential purposes, being improved with a detached single family residential structure and is cumulatively legally described as follows:

THE WEST 366 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

(hereinafter, "Parcel 3"). Parcels 1, 2 and 3 shall sometimes be collectively referred to herein as the "Property"; and

WHEREAS, the aggregate size of the Property exceeds the threshold 10,000 square foot size that triggers the required issuance of planned unit development approval as a condition precedent of being developed under Section 156-86(D) of the Village Code; and

WHEREAS, Developer submitted to the Village an application for consideration seeking (i) a conditional use for planned unit development and preliminary planned unit development plat approval, (ii) the rezoning of Parcel 2 from A-1 Agricultural to I-1 Industrial District, (iii) a conditional use permit authorizing rail operations and related accessory uses on the Property, (iv)

for leave to subsequently submit for Village approval and subsequent recording a preliminary and final plat of subdivision substantially conforming to the PUD Plat as approved by the Village Board creating a 26.01 acre railyard parcel along the western edge of the Property as depicted as “Lot 1” on the PUD Plat and a second parcel consisting of the remaining 131.72 acres of present-day Parcel I and Parcel 2 as depicted as “Lot 2”) on the PUD Plat, and (v) the approval of certain building, public improvement and operational plans for, within and serving Parcel 1 (“Phase One”) pursuant to Article IX of Chapter 156 of the Village Code (the “Zoning Code”) [cumulatively, items (i) – (v) shall be known as the “Zoning Relief”]; and

WHEREAS, except as otherwise noted herein, Developer has reserved the development, subdivision, construction and operation on Parcel 2 for a future construction phase (“Phase Two”); and

WHEREAS, Developer’s ownership of Parcels 1 and 2 and status as contract purchaser of Parcel 3 confers sufficient interest in the Property under Section 156-29 of the Village Code to petition the Village for the Zoning Relief and Developer is a lawful applicant for said Zoning Relief; and

WHEREAS, Developer is seeking the Zoning Relief in order to design, construct, equip, maintain, develop and operate the Property in accordance with the Preliminary PUD Plat for Hoffman Transportation prepared by Spaceco Inc. dated March 20, 2017 with a revision date of April 27, 2017 (attached hereto and incorporated herein as *Exhibit A*; hereinafter, the “PUD Plat”), the landscaping plan prepared by McCallum Associates and dated April 27, 2017 (attached hereto and incorporated herein as *Exhibit B*), the photometric site plan prepared by McCallum Associates and dated April 26, 2017 (attached hereto and incorporated herein as *Exhibit C*), and the revised renderings, architectural elevations of the proposed buildings, signage plans, and other supporting materials submitted as part of the application for zoning relief and/or presented at the “Hearing,” as hereinafter defined, by Harris Architects Inc.,

(cumulatively *Exhibit D*). Exhibits A – D shall hereinafter be referred to cumulatively as the “Plans”, which are generally described as follows:

- (i) A rail spur extended from the Union Pacific Railroad tracks (the “Rail Improvements”) to service the development of the “Transloading Facilities”, as hereinafter defined;
- (ii) A transloading distribution, truck terminal and warehouse facility to be operated by Hoffman Transportation or other businesses owned and controlled by Developer and consisting initially in “Phase One” of up to two industrial warehouse structures of approximately 400,150 square feet each or approximately 800,000 square feet in the aggregate (the “Buildings”) and;
- (iii) Truck terminals, loading docks, offices within the Buildings, washing facilities serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and developing the Property with accessory surface parking, lighting, signage, landscaping, stormwater drainage facilities, 30’ sanitary sewer and service line extensions thereof, watermain, private drives, public rights-of-way, and other accessory improvements related to the development of “Phase One” of the Project, as those terms are defined herein (the “Accessory Improvements”) (cumulatively, the Buildings and Accessory Improvements shall be known as the “Transloading Facilities”);
- (iv) Site grading on the Property;
- (v) Certain off-site traffic, infrastructure and utility improvements adjacent to the Property, including the extension of a 30’ sanitary sewer and a watermain, and

ertain Reed Road improvements adjacent to the southern boundary lines of the Property; and

- (vi) Such other and further on- and off-site improvements in accordance with the Plans as approved and as shall be subsequently permitted and approved by the Village and other jurisdictional entities in the building permit process, including but not limited to the construction of curb-cuts, driveways, deceleration or turn lanes, pavement widening, traffic control signage or signals, and private internal roadways for onsite circulation within the Property and ingress/egress easement for the use and benefit of adjacent properties.

Cumulatively, items (i) – (vi) shall be known as the “Project”); and

WHEREAS, in order to proceed with the Project and develop and operate the Property in accordance with the Plans, Developer must satisfy the Village that the Project and Plans meet the criteria for PUD approval set forth in Section 156-27 and Table 16 of the Village Zoning Code, that Parcel 2 should be rezoned from A-1 to I-1 in accordance with the criteria set out in Table 26 of the Village Zoning Code, and that the proposed railroad and accessory uses described in the Plans satisfy the approval criteria for conditional uses provided in Table 24 of the Village Zoning Code; and

WHEREAS, the Village convened multiple public meetings of its Planned Unit Development Review Committee (“PUD Committee”) in accordance with Section 156-90 of the Village Code on March 13, March 27, April 17 and April 24, 2017, for purposes of reviewing the Plans and revisions thereto and recommended certain improvements and revisions thereto; and

WHEREAS, the Developer revised its preliminary PUD Plat in accordance with the comments and directions of the PUD Committee; and

WHEREAS, the PUD Committee recommended approval of the PUD Plat to the Planning and Zoning Board on April 24, 2017;

WHEREAS, pursuant to powers granted to it by Section 156-313 of the Village Code and in accordance with the procedures and evaluative criteria set out in Articles IX, XI and XIII of the Village Zoning Code, the Zoning Board of Appeals (“ZBA”) has jurisdiction to hear requests for planned unit developments, conditional use permits, and rezoning and act in its capacity as an advisory body to the Village Board to recommend to the Village Board whether to approve, conditionally approve, or reject the proposed preliminary planned unit development plat, conditional use, and rezoning requested herein, and the Village Board has final authority to approve, conditionally approve, deny, or remand the petition back for further consideration and proceedings; and

WHEREAS, the Planning and Zoning Board conducted a properly noticed public hearing to consider Developer’s petition for Zoning Relief on April 17, 2017 and April 24, 2017, in accordance with the Village Zoning Code and the Illinois Open Meetings Act (the “Hearing”); and

WHEREAS, at the Hearing, the ZBA made certain factual findings and conclusions pertaining to the requested Zoning Relief and issued a unanimous recommendation that the Village Board approve the Zoning Relief contingent upon the fulfillment of several conditions, and the ZBA submitted its findings, conclusions and recommendations to the Corporate Authorities for review via its *Report of Findings of Fact and Recommendation to the Village Board of Trustees for Conditional Preliminary Planned Unit Development and Zoning Map Amendment Approvals* (the “Findings and Recommendation”), a true and correct copy of which is attached hereto and incorporated herein as **Exhibit E**; and

WHEREAS, the Corporate Authorities have reviewed Petitioner’s application for Zoning Relief, the Plans, including all original and revised renderings, site plans, architectural elevations of proposed buildings, a landscaping plan, a photometric plan, and other supporting materials submitted as part of the application for Zoning Relief and/or presented at the Hearing, the

Findings and Recommendation, and the legal standards and criteria by which the requested Zoning Relief is to be evaluated as set forth in the Zoning Code and in accordance with applicable laws; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the development, use and operation of the Property in substantial conformance with the Plans will promote and further the sound planning and development of the Village, increase the taxable value of property within the Village, create job opportunities for Village and area residents, spur additional economic development in the region and minimize negative externalities for neighboring property owners and the surrounding area, and otherwise promote the proper growth and general welfare while serving the planning objectives of the Village; and

WHEREAS, the Corporate Authorities conclude that the Zoning Relief and the proposed development of the Project in accordance with the Plans will be beneficial to the Village, will not be detrimental to the Village's Comprehensive Plan or the spirit and intent of the Zoning Code, and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village;

WHEREAS, the Corporate Authorities concur with the factual findings and legal conclusions set forth in the Findings and Recommendation and substantially agree with the recommendations made by the ZBA with respect to the approval and issuance of the Zoning Relief, subject to and contingent upon the conditions set forth in this Ordinance, and further find and determine that Developer has demonstrated satisfaction of the evaluative criteria for preliminary planned unit development plat approval, the rezoning of Parcel 2 from A-1 Agricultural to I-1 Industrial District, and a conditional use permit authorizing rail operations and related accessory uses on the Property as described in the Plans, as set forth in the Zoning Code and identified in the Findings and Recommendations adopted by reference as though fully set forth herein;

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois, as follows:

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

SECTION 2. Enactment.

A. Incorporation of ZBA Findings and Recommendation. The Findings and Recommendation and the findings and conclusions set forth therein are hereby adopted by reference to the same effect as if fully recited herein at length. All references in the Findings and Recommendation are made the references of the President and Board of Trustees of the Village of Coal City.

B. Incorporation of Exhibits. Exhibits A through E attached to this Ordinance are, by this reference, incorporated in, and made a part of this Ordinance.

C. Rezoning. Parcel 2 is hereby rezoned from the A-1 Agriculture District to the I-1 Industrial Zoning District. The Corporate Authorities hereby direct the Zoning Administrator to cause the official zoning map of the Village to be so amended.

D. Approval of Rail Operations as Conditional Use. Railroad rights of way and trackage and the associated accessory uses of the Property set forth in the Plans, including without limitation truck terminals, loading docks, offices, washing facilities serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and accessory surface parking, lighting, signage, landscaping, are approved as conditionally permitted uses of the Property and may be constructed, improved and operated in accordance with the Plans.

E. Planned Unit Development Conditional Approval. Subject to and contingent upon fulfillment of the conditions set forth hereinbelow, the Corporate Authorities shall and do hereby approve a conditional use for a planned unit development and the Preliminary Plat for the Property appended hereto. Upon satisfaction of the conditions set forth herein, the Village President is authorized and directed to execute and the Village Clerk is authorized and directed to affix the Village seal as may be necessary to evidence the Village's approval of the Preliminary PUD Plat in order to enable the recording of the same at the Grundy County Recorder of Deeds. The approvals set forth herein are expressly subject to and contingent upon each and every term, condition, and restriction herein specified. Upon failure or refusal of full compliance by Developer and any operators on the Property with the conditions, restrictions, or provisions of this Ordinance, the PUD approvals rendered herein will, at the sole discretion of the Corporate Authorities by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village will not revoke the conditional use for a planned unit development approval unless it first provides Developer with an opportunity to be heard at a regular or special meeting of the Village Board. The conditional approval of the planned development permit is premised on full compliance by Developer, and any other operators or tenants and any successor owners, landlords, lessees, operators, and assigns with the following conditions:

1. That the Property be improved, developed and operated in full accordance with the Plans appended hereto, subject to any approved minor modifications thereof as may be subsequently permitted by the Village or major revisions approved following notice and public hearings required to amend the approvals granted by this Ordinance. It is understood and agreed that the Plans are preliminary and that minor changes, revisions, refinements and other non-substantial deviations of a technical nature are

likely to occur and that such technical, minor changes may be approved by Village staff following internal or third-party review without additional action by the ZBA or the Corporate Authorities of the Village. Changes that are not of a technical nature and which involve a significant deviation from the plans approved herein by the Village, as determined by the Village in the exercise of its sole discretion, shall be referred back to the ZBA for recommendation and the Village Board for final approval;

2. That Developer shall adjust the lighting, signage and landscaping presented in the Plans, including after initial installation and issuance of a certificate of occupancy, as may be reasonably required by the Village, to ensure that the light and noise sources are properly screened and so as to minimize glare and sound pollution spilling onto adjacent properties in an unreasonable manner;
3. That Developer and end users shall, prior to commencing build-out, occupancy or operations on the Property, obtain all necessary permits, certificates, consents, authorizations and approvals of any kind or nature as may be required by local, state or federal laws or regulations from all governmental bodies with jurisdiction over the Project or any element thereof, in order to construct, complete, use and occupy the Project as proposed;
4. That the Project shall comply with all building, fire and related technical code requirements, with compliance to be determined by the relevant authorities with jurisdiction thereover, and any third-party technical consultants retained by the Village for the purpose of reviewing any permit applications for conformity to technical code requirements;

5. That the Developer conform to the Village's industrial performance standards in effect at the time of adoption of the Zoning Relief Ordinance, set forth in Article X ("Performance Standards") and Tables 18 – 23 of the Village Zoning Code, which standards limit the emission of sound, smoke, vibrations, particulate matter, toxic matter, the storage and handling of detonable materials and flammable liquids and gases;
6. That Developer enter into and execute a redevelopment agreement with the Village governing the respective rights and responsibilities of Developer and the Village with respect to the Project within thirty (30) days of the adoption of this Ordinance. If such redevelopment agreement is not executed within said timeframe and the Property not developed in accordance therewith, then this Ordinance shall be null and void and of no further effect without any further action by the Village;
7. That the approval of the preliminary PUD Plat shall be effective for 365 days from the date of enactment of this Ordinance, during which time (i) a final PUD Plat shall be submitted by Developer in substantial conformity with the PUD Plat herein approved, (ii) a building permit shall be obtained for the construction of one or more Buildings, and (iii) construction shall commence. Once commenced, construction shall proceed diligently and continue in good faith until completion. Failure to comply with the provisions of this paragraph within the time periods provided for may result in a revocation of all or part of the PUD approval by the Village and the issuance of an immediate stop work order for any work in progress. In the event of such a revocation, no additional work shall be undertaken without first being authorized by the Village Board through a new

conditional use for a planned unit development approval;

8. That Developer shall submit evidence of drainage approvals as may be required by the Claypool Drainage District, if any;
9. That Developer:
 - a. acquires Parcel 3 prior to commencing any work on the Project; or
 - b. revises the Plans to provide for an eight foot (8') concrete sound barrier wall running north-south along the eastern edge of the Property along the shared boundary of Parcels 1 and 2 with Parcel 3 and erect the same following Village approval of the proposed wall; and
 - c. improves and dedicates to the Village an improved public right-of-way in accordance with the standards set forth in the Village Code and its subdivision regulations governing public improvements providing for the first 285' linear feet of the vehicular access entrance to the Property off of Reed Road;
10. That Developer develop a 66' wide private road within to be improved by Developer in accordance with Village design standards in stages as may be necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations. Such private road shall be located in a location to be determined and subject to Village approval along or near the eastern boundary of the Property situated so as to afford continuous north-south ingress and egress from the southern to the northern boundary of the Property. The 66' wide road shall be located along and within a 66' public ingress and egress easement that shall be dedicated and/or deeded to the Village as a public right-of-way for the use and benefit of the general public without charge to the

Village promptly following notice by the Village to the Developer of the approval by the Village of the subdivision, planned unit development permit or development of parcels adjacent to the Property to the north or northeast. The private roadway and 66' permanent ingress/egress easement depicted on the PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of constructing roadways as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required in order to construct, improve or maintain the right-of-way;

11. That Developer submit and record preliminary and final plats of subdivision in substantial conformance with the PUD Plat as a condition precedent of subdividing the Property into lot demarcations other than Parcel 1, Parcel 2 and Parcel 3 as configured at the time of the enactment of the Zoning Relief Ordinance;
12. That Developer's use of a private well as a source for water for the proposed wash operations be expressly contingent upon providing the Village evidence of Illinois Environmental Protection Agency and other applicable federal, state or local agency approvals of the content of the runoff as the same become available or as requested by the Village from time to time, that Developer ensure the Village or its third-party agents continuing and regular access, at all times during the construction and

operation upon reasonable notice, for the purpose of monitoring, sampling and testing the contaminants or pollutants in the resulting runoff resulting from the wash operations, and the opportunity to review and audit Developer's books and records as they relate to the testing and sampling of environmental conditions on site. Developer agrees as a condition of the approvals herein granted that it shall immediately cease any run-off inducing activities on the Property related to the washing operations upon notice from the Village or other jurisdictional body of evidence of elevated levels of contaminants present in such runoff.

13. That Developer apply to have Parcel 3 rezoned from A-1 to I-1 promptly upon closing on the acquisition of same, which application shall be promptly and reasonably considered by the Village upon the payment of any applicable fees by Developer and in accordance with the Village's procedures, zoning regulations and criteria;

E. Agricultural Use. Developer may continue the agricultural use of those portions of the Property in Phase 2 in a manner similar to that which is currently being conducted. Such use is hereby deemed a legal nonconforming use which may be continued in accordance with the terms and conditions of the Zoning Code, as amended from time to time.

F. Binding on Successors and Assigns. The terms and conditions of this Ordinance shall be binding upon Petitioner, its successors, affiliates, and assigns.

G. No Authorization of Work. This Ordinance does not authorize the commencement of any work or other site development activities on the Property. Except as

otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced upon the Property until all conditions precedent set forth in this Ordinance for such work to proceed have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable laws.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect on and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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

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

SO ORDAINED this _____ day of _____, 2017, 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

Preliminary Planned Unit Development Plat

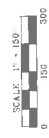
ATTACHED ON FOLLOWING PAGES.

PRELIMINARY PUD PLAT FOR HOFFMAN TRANSPORTATION - COAL CITY SITE

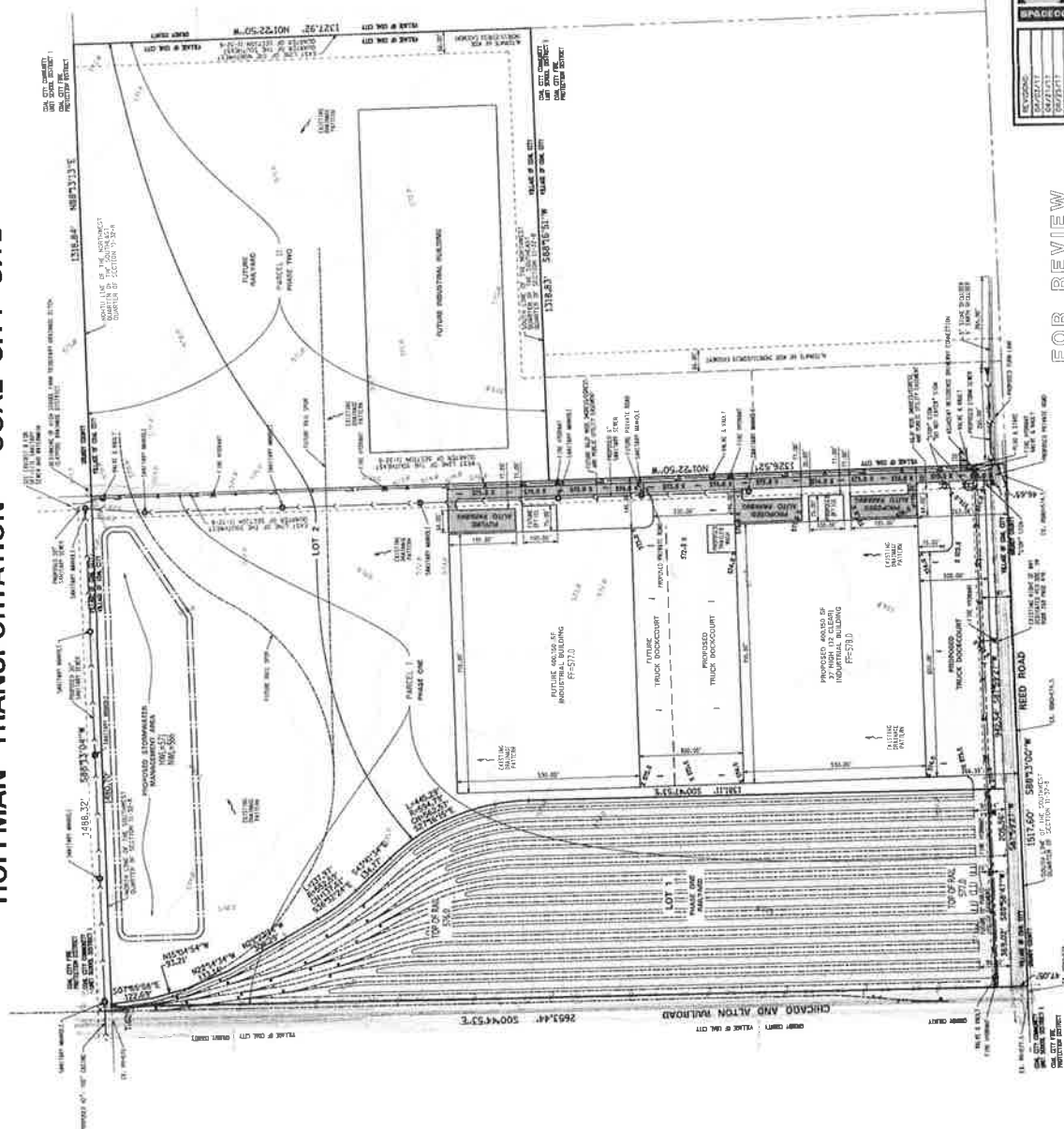
**FOR REVIEW
PURPOSES ONLY**

DATE	02/22/11
FOR NO.	2483
PROJECT	HOFFMAN TRANSPORTATION - COAL CITY SITE
SHEET NO.	1 OF 1

2527 N. Lincoln Street
 Aurora, Illinois 60152
 Phone: (630) 541-4000 Fax: (630) 541-6000



LEGEND	
[Symbol]	PROPOSED PLAT
[Symbol]	EXISTING PLAT
[Symbol]	PROPOSED TRUCK DOCK
[Symbol]	EXISTING TRUCK DOCK
[Symbol]	PROPOSED INDUSTRIAL BUILDING
[Symbol]	EXISTING INDUSTRIAL BUILDING
[Symbol]	PROPOSED LOT
[Symbol]	EXISTING LOT
[Symbol]	PROPOSED ROAD
[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED RAILROAD
[Symbol]	EXISTING RAILROAD
[Symbol]	PROPOSED RAILROAD CROSSING
[Symbol]	EXISTING RAILROAD CROSSING
[Symbol]	PROPOSED EASEMENT
[Symbol]	EXISTING EASEMENT
[Symbol]	PROPOSED EASEMENT
[Symbol]	EXISTING EASEMENT



LEGAL DESCRIPTION

PARCELS 1 & 2 ARE ACCESS, WAYS OR EASEMENTS OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 35N, RANGE 15E, CO. 17E, ILL. CO. JEFFERSON, ILL., BEING THE TRACT OF LAND, APPROXIMATELY 10.17 AC., MORE OR LESS, DESCRIBED AS PARCELS 1 & 2, ON L13.

PARCELS 3 & 4 ARE ACCESS, WAYS OR EASEMENTS OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35N, RANGE 15E, CO. 17E, ILL. CO. JEFFERSON, ILL., BEING THE TRACT OF LAND, APPROXIMATELY 15.00 AC., MORE OR LESS, DESCRIBED AS PARCELS 3 & 4, ON L13.

LOT 1 IS ACCESS, WAYS OR EASEMENTS OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35N, RANGE 15E, CO. 17E, ILL. CO. JEFFERSON, ILL., BEING THE TRACT OF LAND, APPROXIMATELY 26.01 AC., MORE OR LESS, DESCRIBED AS LOT 1, ON L13.

LOT 2 IS ACCESS, WAYS OR EASEMENTS OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35N, RANGE 15E, CO. 17E, ILL. CO. JEFFERSON, ILL., BEING THE TRACT OF LAND, APPROXIMATELY 104.37 AC., MORE OR LESS, DESCRIBED AS LOT 2, ON L13.

DEDICATED REED ROAD R.O.W. - 1.54 AC.

SITE AREA - 131.27 AC.

PROPOSED SITE SUMMARY

LOT 1 - 26.01 AC. - RAILYARD

LOT 2 - 104.37 AC. - REMAINING LAND EAST OF RAILYARD

DEDICATED REED ROAD R.O.W. - 1.54 AC.

SITE AREA - 131.27 AC.

LOCATION MAP

NOTES:

1. ALL CONVEYANCES AND RIGHTS RESERVED TO SHARON INC. AND SHARON TRANSPORTATION INC. ARE NOT TO BE CONSIDERED BY THIS PLAT.

DATE: 02/22/11

FOR NO.: 2483

PROJECT: HOFFMAN TRANSPORTATION - COAL CITY SITE

SHEET NO.: 1 OF 1

DATE	02/22/11
FOR NO.	2483
PROJECT	HOFFMAN TRANSPORTATION - COAL CITY SITE
SHEET NO.	1 OF 1

2527 N. Lincoln Street
 Aurora, Illinois 60152
 Phone: (630) 541-4000 Fax: (630) 541-6000

EXHIBIT B

Landscaping Plan

ATTACHED ON FOLLOWING PAGES.

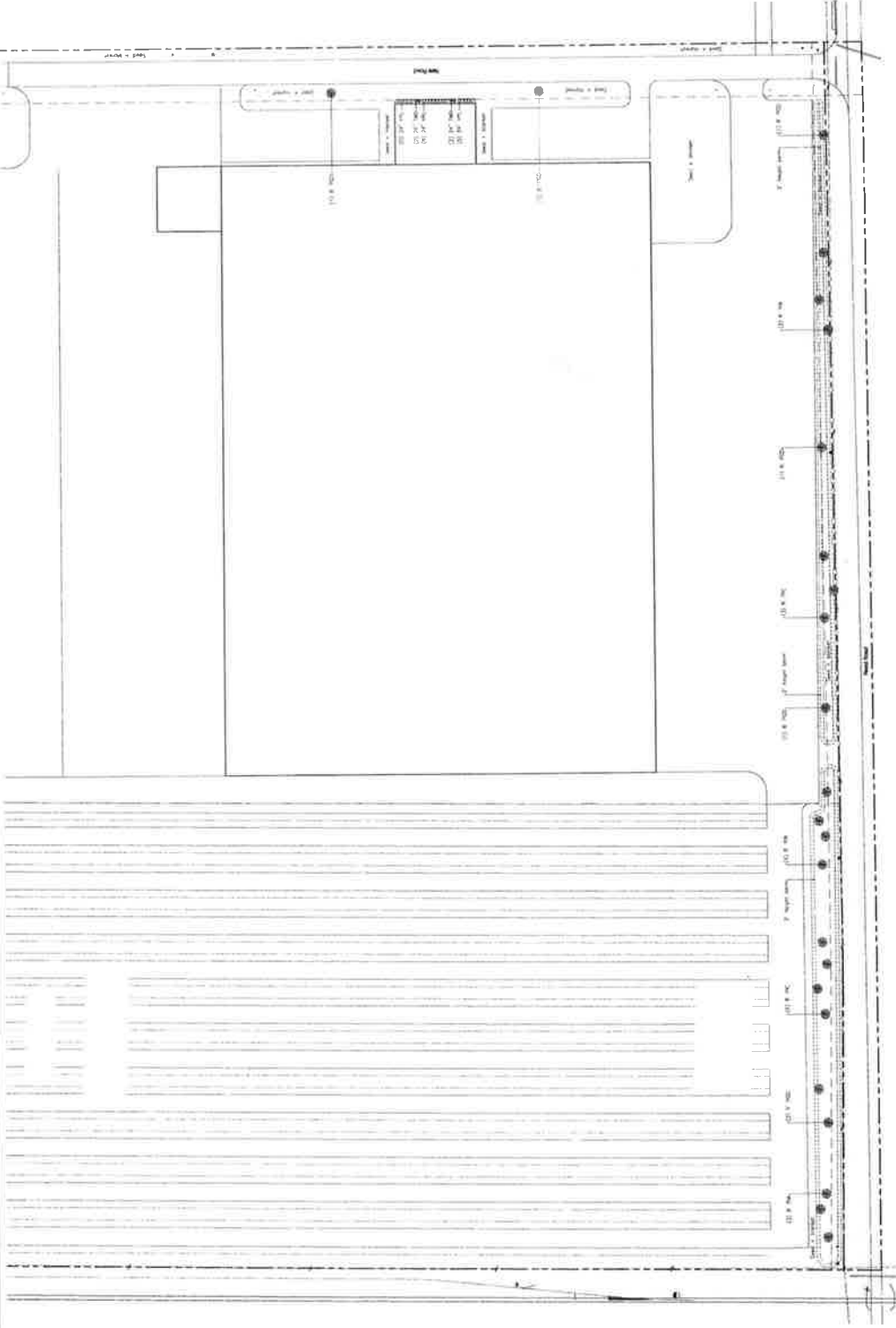
Hoffman
Transportation

Civil/Dr. Arch.

DAVID R. MC CALLUM ASSOCIATES INC.
LANDSCAPE ARCHITECTS
10000 RIVERVIEW BLVD.
SUITE 100
DALLAS, TEXAS 75244

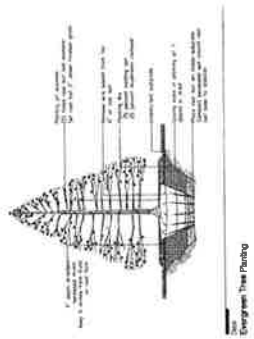
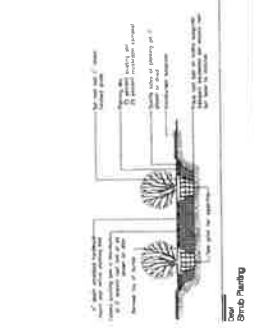
MC CALLUM
LANDSCAPE ARCHITECTS

Landscape Plan



1. Title Block	2022
2. Date	10/10/22
3. Project Name	HOFFMAN TRANSPORTATION
4. Project Location	10000 RIVERVIEW BLVD., DALLAS, TX
5. Project Description	LANDSCAPE ARCHITECTURE
6. Scale	1" = 10'
7. North Arrow	
8. Drawing Number	L10

Plant List	Quantity	Notes
1. 10' x 10' Tree	10	Plant in 10' x 10' pits
2. 12' x 12' Tree	5	Plant in 12' x 12' pits
3. 15' x 15' Tree	3	Plant in 15' x 15' pits
4. 18' x 18' Tree	2	Plant in 18' x 18' pits
5. 20' x 20' Tree	1	Plant in 20' x 20' pit
6. 10' x 10' Shrub	20	Plant in 10' x 10' pits
7. 12' x 12' Shrub	10	Plant in 12' x 12' pits
8. 15' x 15' Shrub	5	Plant in 15' x 15' pits
9. 18' x 18' Shrub	3	Plant in 18' x 18' pits
10. 20' x 20' Shrub	1	Plant in 20' x 20' pit

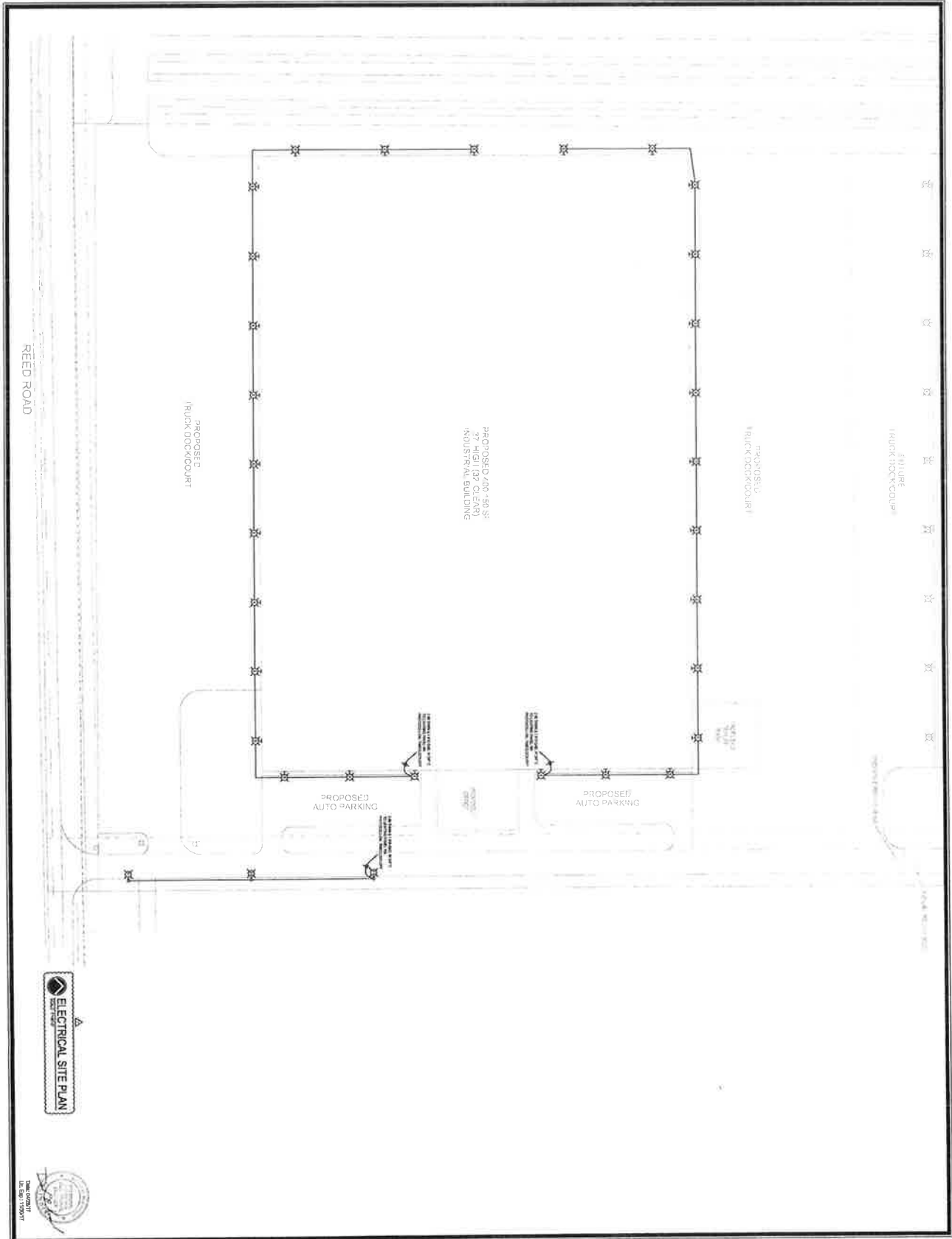


Sheet L10

EXHIBIT C

Photometric Plan

ATTACHED ON FOLLOWING PAGES.



REED ROAD

PROPOSED TRUCK DOCKCOURT

PROPOSED 400,150 S.F. OFFICE/WAREHOUSE BUILDING

PROPOSED TRUCK DOCKCOURT

PROPOSED TRUCK DOCKCOURT

PROPOSED AUTO PARKING

PROPOSED AUTO PARKING

ELECTRICAL SITE PLAN



<p>SHEET NO. E1</p>	<p>DESIGNED BY CHECKED BY DATE</p>	<p>PROPOSED 400,150 S.F. OFFICE/WAREHOUSE BUILDING AT HOFFMAN TRANSPORTATION COAL CITY, ILLINOIS</p>	<p>HARRIS ARCHITECTS INC. 1000 N. ... COAL CITY, ILLINOIS</p>	<p>LAURICELLA ASSOCIATES 1000 N. ... COAL CITY, ILLINOIS</p>
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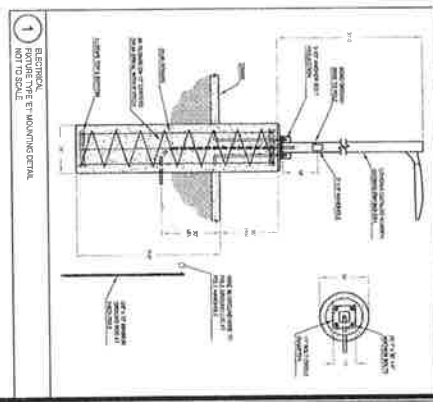
FIGURE SCHEDULE									
NO.	DESCRIPTION	QTY	UNIT	MANUFACTURER	MODEL	FINISH	NOTES	DATE	BY
1	RECESSED DOWNLIGHT			PHILIPS	5000K	WHITE			
2	RECESSED DOWNLIGHT			PHILIPS	3000K	WHITE			
3	RECESSED DOWNLIGHT			PHILIPS	5000K	WHITE			
4	RECESSED DOWNLIGHT			PHILIPS	3000K	WHITE			
5	RECESSED DOWNLIGHT			PHILIPS	5000K	WHITE			
6	RECESSED DOWNLIGHT			PHILIPS	3000K	WHITE			
7	RECESSED DOWNLIGHT			PHILIPS	5000K	WHITE			
8	RECESSED DOWNLIGHT			PHILIPS	3000K	WHITE			
9	RECESSED DOWNLIGHT			PHILIPS	5000K	WHITE			
10	RECESSED DOWNLIGHT			PHILIPS	3000K	WHITE			

Series Size 1
 PHILIPS
 EREI

Technical drawing of a recessed downlight fixture. It shows a top view and a side view. The top view is a square with a diameter of 4 inches. The side view shows a depth of 1.5 inches. The drawing includes labels for 'Series Size 1', 'PHILIPS', and 'EREI'. There are also some smaller technical details and notes.

F.A. LITHONIA LIGHTING
 SSS
 E1

Technical drawing of a recessed downlight fixture. It shows a top view and a side view. The top view is a square with a diameter of 4 inches. The side view shows a depth of 1.5 inches. The drawing includes labels for 'F.A. LITHONIA LIGHTING', 'SSS', and 'E1'. There are also some smaller technical details and notes.



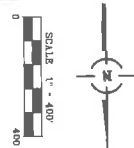
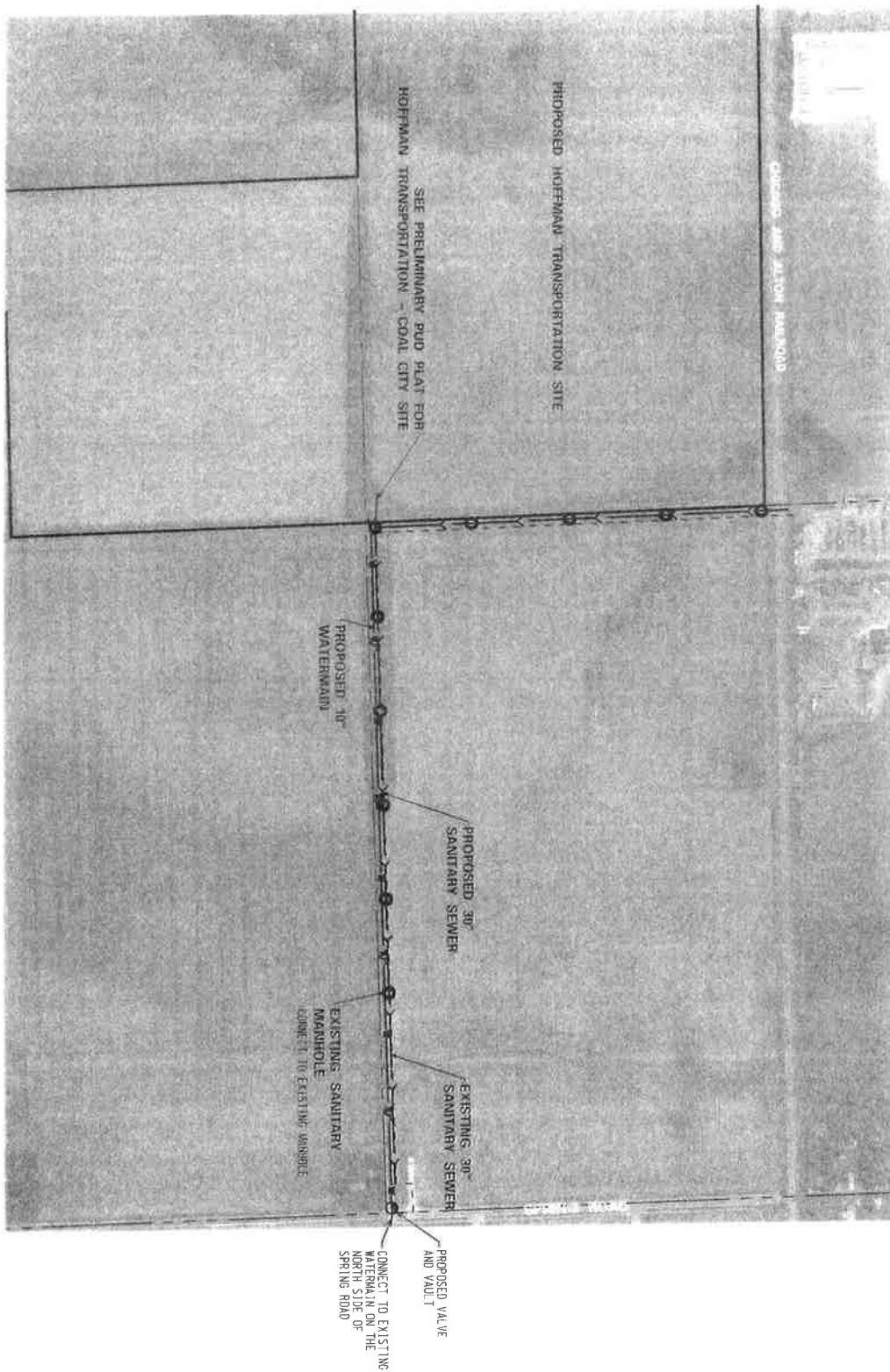
1. REVISION: REVISIONS BY WORKING DETAIL. NOT TO SCALE.

	PROPOSED 400,150 S.F. OFFICE/WAREHOUSE BUILDING AT HOFFMAN TRANSPORTATION COAL CITY, ILLINOIS	HARRIS ARCHITECTS INC. 1000 N. WASHINGTON ST. SUITE 200 COAL CITY, ILLINOIS 62523	KOHMECO ASSOCIATES INC. 1000 N. WASHINGTON ST. SUITE 200 COAL CITY, ILLINOIS 62523
	DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	SHEET NO: E3	PROJECT NO: [Number] DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]

EXHIBIT D

Development Plans

ATTACHED ON FOLLOWING PAGES.



REVISED 4/21/17



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

224 1/2 North Liber Street
 Morris, Illinois 60450
 Phone: (815) 941-0260 Fax: (815) 941-0263

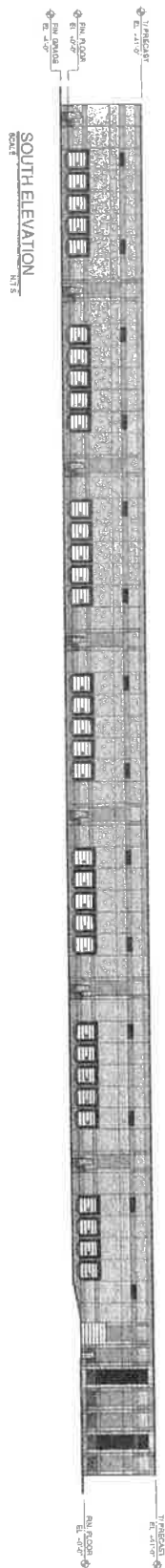
EXHIBIT B
SANITARY SEWER & WATERMAIN

HOFFMAN TRANSPORTATION
COAL CITY, ILLINOIS

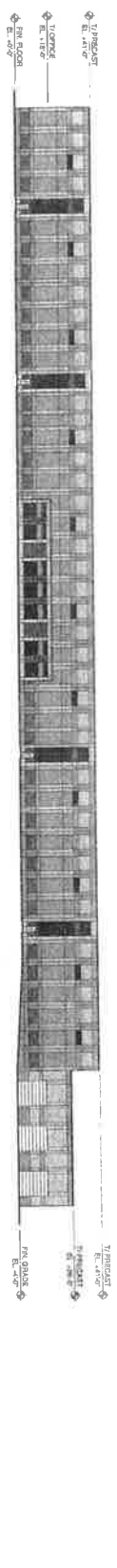
DATE: 4/3/17

FILENAME: 9585_ExhibitB

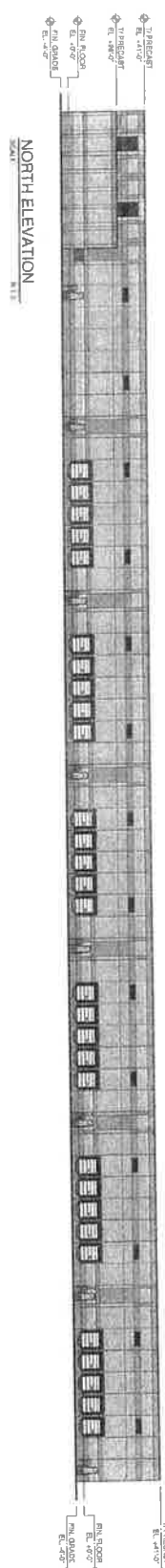
JOB NO: 9585-M



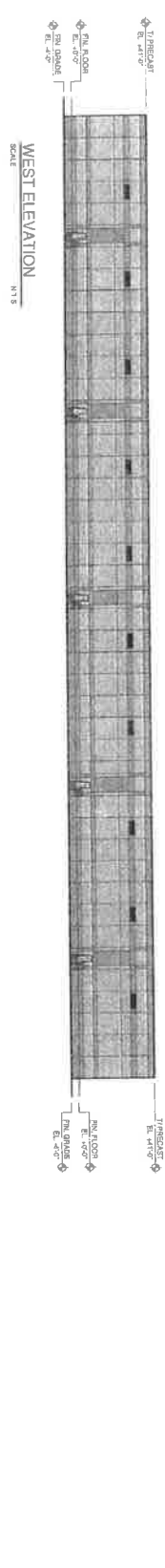
SOUTH ELEVATION
SCALE N.T.S.



EAST ELEVATION
SCALE N.T.S.



NORTH ELEVATION
SCALE N.T.S.



WEST ELEVATION
SCALE N.T.S.

EXHIBIT E

**VILLAGE OF COAL CITY, COUNTIES OF GRUNDY AND WILL, ILLINOIS
PLANNING AND ZONING COMMITTEE**

In Re the Matter of:)
Hoffman Transportation Development's)
Application for Preliminary Planned Unit) **Hearing No. ZA-279**
Development and Zoning Map Text Amendment)
Approval – +/- 143 Acres Along Reed Road)
Between Broadway and Berta Roads)

REPORT OF FINDINGS OF FACT AND RECOMMENDATION
TO THE VILLAGE BOARD OF TRUSTEES
FOR CONDITIONAL PRELIMINARY PLANNED UNIT DEVELOPMENT AND
ZONING MAP AMENDMENT APPROVALS

I. BACKGROUND

A. PETITIONER AND PROPERTY

HOFFMAN PROPERTY HOLDINGS, LLC, an Illinois limited liability company (“Developer”) is the owner of certain real property consisting of approximately 132 total acres of undeveloped agricultural property located on Reed Road between Broadway and Berta Roads in Coal City, Grundy County, Illinois. The real estate under Developer’s existing ownership and control consists of a parcel bearing real estate tax property identification number 09-11-300-002 (“Parcel 1”) and comprising approximately 91.54 acres and being legally described as follows:

PARCEL 1:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

and that certain parcel bearing real estate tax property identification number 09-11-400-001 (“Parcel 2”), comprising approximately 40.18 acres and being legally described as follows:

PARCEL 2:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

In addition to Parcel 1 and Parcel 2, Developer is under contract to acquire an approximately twelve acre portion of certain additional real property owned, respectively, by adjacent property owners Bernie Burla and Kris Morris, which real property is improved with a detached single family residential structure, and is located immediately south of Parcel 2, as depicted and legally described in *Exhibit E* (“Parcel 3”). Parcels 1, 2 and 3 shall hereinafter be cumulatively known as the “Property.”

Appearing and testifying on behalf of the Developer before the Village's PUD Committee and at the Zoning Board of Appeals ("ZBA") public hearing for Developer were President Kevin Hoffman, attorney Ken Carlson of Tracy, Johnson & Wilson, and civil engineer Jason Wiesbrock of Spaceco Inc.

As owner and contract purchaser, respectively, of the Property, Developer has standing and is authorized by Section 156-29 the Village Zoning Code to apply for the zoning relief herein requested.

B. DEVELOPMENT PLANS

Developer is seeking approval and issuance of a preliminary planned unit development permit ("PUD") in order to allow Applicant to design, construct, equip, maintain, develop and operate the Property in accordance with the Preliminary PUD Plat for Hoffman Transportation prepared by Spaceco Inc. dated March 20, 2017 with a revision date of April 27, 2017 (attached hereto and incorporated herein as *Exhibit A*; hereinafter, the "PUD Plat"), the landscaping plan prepared by McCallum Associates and dated April 27, 2017 (attached hereto and incorporated herein as *Exhibit B*), the photometric site plan prepared by McCallum Associates and dated April 26, 2017 (attached hereto and incorporated herein as *Exhibit C*), and the revised renderings, architectural elevations of the proposed buildings, signage plans, and other supporting materials submitted as part of the application for zoning relief and/or presented at the Hearing by Harris Architects Inc., as hereinafter defined (cumulatively *Exhibit D*, hereinafter, the "Plans"), generally described as follows:

- (i) A rail spur extended from the Union Pacific Railroad tracks (the "Rail Improvements") to service the development of the "Transloading Facilities", as hereinafter defined;
- (ii) A transloading distribution, truck terminal and warehouse facility to be operated by Hoffman Transportation or other businesses owned and controlled by Developer and consisting initially in "Phase One" of up to two industrial warehouse structures of approximately 400,150 square feet each or approximately 800,000 square feet in the aggregate (the "Buildings") and;
- (iii) Truck terminals, loading docks, offices within the Buildings, washing facilities serviced by a private water well for the washing and cleaning of truck trailers and rail containers, and developing the Property with accessory surface parking, lighting, signage, landscaping, stormwater drainage facilities, 30' sanitary sewer and service line extensions thereof, watermain, private drives, public rights-of-way, and other accessory improvements related to the development of "Phase One" of the Project, as those terms are defined herein (the "Accessory Improvements") (cumulatively, the Buildings and Accessory Improvements shall be known as the "Transloading Facilities");

- (iv) Site grading on the Property;
- (v) Certain off-site traffic, infrastructure and utility improvements adjacent to the Property, including the extension of a 30' sanitary sewer and a watermain, and certain Reed Road improvements adjacent to the southern boundary lines of the Property; and
- (vi) Such other and further on- and off-site improvements in accordance with the Plans as approved and as shall be subsequently permitted and approved by the Village and other jurisdictional entities in the building permit process, including but not limited to the construction of curb-cuts, driveways, deceleration or turn lanes, pavement widening, traffic control signage or signals, and private internal roadways for onsite circulation within the Property and ingress/egress easement for the use and benefit of adjacent properties.

Cumulatively, items (i) – (vi) shall be known as the “Project”).

C. REQUESTS FOR RELIEF

The Property exceeds the ten-acre threshold established by Section 156-86(D) of the Village Code and, as such, must be developed pursuant to an approved planned unit development permit. In this case, the Property, inclusive of the portion under contract for purchase, consists of approximately 142 acres, eclipsing the minimum size requirements that trigger the requirement that a planned unit development permit (“PUD”) be obtained in order for development to proceed. Developer is seeking approval of (i) its preliminary PUD plat for the Property, inclusive of specific development, building and operational plans within Parcel 1 (“Phase One”) pursuant to Article IX of the Village Zoning Code, reserving the development and construction of improvements on Parcel II for a future construction phase (“Phase Two”); (ii) a zoning map amendment to rezone the Property from its current A-1 Agricultural Zoning district (“A-1”) designation to an I-1 Industrial Zoning district (“I-1”) designation, (iii) granting a conditional use permit to conduct rail operations on the Property, and (iv) for leave to subsequently submit for Village approval and subsequent recording a preliminary and final plat of subdivision substantially conforming to the PUD Plat as approved by the Village Board creating a 26.01 acre railyard parcel along the western edge of the Property as depicted as “Lot 1” on the PUD Plat and a second parcel consisting of the remaining 131.72 acres of present-day Parcel I and Parcel 2 as depicted as “Lot 2”) on the PUD Plat.

D. JURISDICTION

Pursuant to powers granted to it by Section 156-313 of the Village Code and in accordance with the procedures and evaluative criteria set out in Articles IX, XI and XIII of the Village Zoning Code, the Zoning Board of Appeals has jurisdiction to hear requests for planned unit developments, conditional use permits, and rezoning and act in its capacity as an advisory body to the Village Board to recommend to the Village Board whether to approve, conditionally approve, or reject the proposed preliminary planned unit development plat, conditional use, and

rezoning requested herein. In order to obtain a planned unit development permit to proceed with the Project and operate the Property in accordance with the plans set forth herein, Developer must demonstrate to the ZBA that the Project and Plans therefore satisfy the criteria for PUD approval set forth in Section 156-27 of the Village Code and the approval criteria provided in Table 16 of the Village Zoning Code. Developer must further demonstrate to the ZBA that Parcel 2 should be rezoned from A-1 to I-1 in accordance with the procedures and criteria set out in Section 156-27 and Table 26 of the Village Zoning Code. Finally, the Developer must satisfy the ZBA and, ultimately, the Village Board that its proposed rail use satisfies the approval criteria for conditional uses provided in Table 24 of the Village Zoning Code.

E. NOTICE

Notice of the public hearing was duly provided by Developer in accordance with Section 156-27 of the Village Code via (i) notice published in the *Coal City Courant* on March 29, 2017, (ii) signage posted on the Property at least 15 days prior to the public hearing, and (iii) written notice to abutting owners and owners across the street from the perimeter of the Property.

F. PUBLIC HEARING

Prior to the ZBA convening the public hearing on April 17, 2017 in accordance with the Open Meetings Act and concluding on April 24, 2017 (the "Hearing"), the Village convened multiple public meetings of its Planned Unit Development Review Committee ("PUD Committee") in accordance with Section 156-90 of the Village Code on March 13, March 27, April 17 and April 24, 2017, for purposes of reviewing the Plans and revisions thereto and offering direction and evaluation to Developer in order to enhance the Plans. On April 24, 2017, the PUD Committee offered a verbal endorsement of the Plans and Project to the ZBA prior to the conclusion of the Hearing.

Prior to the Hearing, the ZBA reviewed the Plans, the PUD Committee's favorable recommendation, and memoranda from the Village Engineer and Zoning Administrator. After reviewing the application for a planned unit development permit and rezoning, associated site plans, narrative, the PUD Plat and multiple iterations thereof as the same was refined to address questions and concerns of the Village and neighboring property owners, architectural elevations of the Buildings, a landscaping plan, and photometric plan, (cumulatively, the "Application Materials"), the ZBA conducted a properly noticed public hearing on April 17, 2017, which was continued to and concluded on April 24, 2017. At the Hearing, the ZBA listened to testimony and evidence presented by Developer and its agents and consultants in support of the requested planned development permit and rezoning, questioned the Developer, and listened to comments and questions several Village and area residents. All of the testimony and evidence presented at the Hearing was recorded, and the minutes and audiotape from the Hearing, together with the Plans, are available for review at Village Hall during regular business hours.

G. CRITERIA

1. PUD

Planned unit developments are governed by Title IX and Table 16 of the Zoning Code. The purpose of the PUD is to provide a more flexible zoning approach in which land can be developed innovatively and in a manner that encourages better design and planning for large-scale developments than would otherwise be possible under straightforward application of the Village's typical zoning regulations.

Pursuant to Table 16 to the Village Zoning Code, the specific factors considered by the ZB in formulating its recommendation as to final action on the request for a planned development permit are:

(1) Superior Design

The planned unit development represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable zoning district and subdivision regulations and that solely on this basis modifications to the use and design standards established by such regulations are warranted.

(2) Meets Planned Unit Development Requirements

The planned unit development meets the requirements for planned unit developments set forth in this chapter and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.

(3) Consistent with Village Comprehensive Plan

The planned unit development is generally consistent with the objectives of the Village Comprehensive Plan as viewed in light of any changed conditions since the adoption thereof.

(4) Public Welfare

The planned unit development will not be detrimental to the public health, safety, morals, or general welfare.

(5) Compatible with Environs

Neither the planned unit development nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.

(6) Natural Features

The design of the planned unit development is as consistent with the preservation of natural features of the site such as floodplains, wooded areas, natural drainageways, or other areas of sensitive or valuable environmental character.

(7) Circulation

Streets, sidewalks, pedestrianways, bicycle paths, off-street parking, and off-street loading as appropriate to the planned land uses are provided. The resulting modes of transit are adequate in location, size, capacity, and design to ensure safe and efficient circulation of automobiles, trucks, fire trucks, garbage trucks, and snow plows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the planned unit development, or unduly interfering with the safety or capacity of adjacent streets.

(8) Open spaces and Landscaping

The quality and quantity of common open spaces and landscaping provided are consistent with the higher standards of design and amenity required of a planned unit development. The size, shape, and location of a substantial portion of total common open space provided in residential areas render it usable for recreation purposes. Open space between all buildings is adequate to allow for light and air, access by fire-fighting equipment, and for privacy where walls have windows, terraces, or adjacent patios. Open space along the perimeter of the development is sufficient to protect existing and permitted future uses of adjacent property from adverse effects from the development.

(9) Covenants

Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, homeowners' or condominium associations, or the like for:

- (a) The preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the Village or another public body.
- (b) Such control of the use and exterior design of individual structures as is necessary for continuing conformance to the planned unit development plan, such provision to be binding on all future ownership.

(10) Public Services

The land uses, intensities, and phasing of the planned unit development are consistent with the anticipated ability of the Village, the school districts, and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools, and other public facilities and services without placing undue burden on existing residents and businesses.

(11) Phasing

Each proposed development phase of the planned unit development can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

2. Rezoning Parcel 2 from A-1 to I-1

Section 11-13-14 of the Illinois Municipal Code, 65 ILCS 5/11-13-14, grants the Village authority to amend the zoning designation of particular parcels by ordinance. Zoning map amendments are governed by Title XIII and Table 26 of the Zoning Code, as follows:

(1) Compatible with Use or Zoning of Environs

The proposed use(s) or the uses permitted under the proposed zoning classification are compatible with existing uses or existing zoning of property in the environs.

(2) Supported by Trend of Development

The trend of development in the general area since the original zoning of the affected property was established supports the proposed use or zoning classification.

(3) Consistent with Comprehensive Plan Objectives

The proposed use or zoning classification is in harmony with the objectives of the Comprehensive Plan of the Village as viewed in light of any changed conditions since the adoption of the Comprehensive Plan or adoption of a new Comprehensive Plan.

(4) Furthers Public Interest

The proposed use or zoning classification promotes the public interest and not solely the interest of the applicant.

In addition to the factors articulated in Table 26, because the rezoning criteria are the same as the original zoning criteria, the ZBA also examined the rezoning request in light of the “*LaSalle/Sinclair Pipe* factors,” to the extent that the below factors are not encapsulated within the Table 26 criteria, as follows:

- (5) The existing uses and zoning of nearby property;
- (6) The extent to which property values are diminished by the particular zoning restrictions;
- (7) The extent to which the destruction of property values of the petitioner promotes the health, safety, morals, or general welfare of the public;
- (8) The relative gain to the public as compared to the hardship imposed on the individual property owner;

- (9) The suitability of the property for the zoned purpose; and
- (10) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the Property;
- (11) The public need for the proposed use; and
- (12) The thoroughness with which the Village planned and zoned its land use.

Conditional Use Authorizing Rail Operations on the Property

Conditional uses are governed by Title XI and Table 24 of the Village Zoning Code, with the an approved conditional use requiring the Village to find that the proposed rail use is compatible with the existing uses of property in the area in the following ways:

(1)Traffic

Any adverse impact of types or volumes of traffic flow not otherwise typical in the zoning district has been minimized.

(2) Environmental Nuisance

Any adverse effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of permitted uses in the zoning district have been appropriately controlled.

(3) Neighborhood Character

The proposed use will fit harmoniously with the existing natural or man-made character of its surroundings, and with permitted uses in the zoning district. The use will not have undue deleterious effect on the environmental quality, property values, or neighborhood character already existing in the area or normally associated with permitted uses in the district.

(4) Public Services and Facilities

The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.

(5) Public Safety and Health

The proposed use will not be detrimental to the safety or health of the employees, patrons, or visitors associated with the use nor of the general public in the vicinity.

(6) Other Factors

The proposed use is in harmony with any other elements of compatibility pertinent, in the judgment of the Village Board, to the particular conditional use or its particular location.

II. FINDINGS OF FACT & LEGAL CONCLUSIONS

After reviewing all application materials, hearing testimony, receiving evidence, and listening to public comment at the Hearing conducted on April 17 and 24, 2017, the ZBA finds as follows:

1. The foregoing recitals shall be and are hereby incorporated into and made a part of the Findings and Conclusions as if fully set forth herein.
2. All exhibits, testimony and evidence presented at the Hearing are made a part of the official record of proceedings and are hereby incorporated into and made a part of the Findings and Conclusions as if fully set forth herein.
3. The ZBA finds and concludes that the Hearing was properly noticed.
4. The ZBA finds and determines that Developer abided by all of the procedural requirements associated with the Village's PUD and rezoning processes.
5. Developer is the owner of Parcel 1 and Parcel 2, the contract purchaser of Parcel 3, and the prospective developer of the Property.
6. Consistent with the application materials, including exhibits, amended exhibits and testimony presented at the Hearing, the Project is generally described as set out in the preamble, provided however, that to the extent that any of the proposed improvements are mischaracterized, reference should be made to the Plans appended hereto.
7. Applicant is under contract to acquire Parcel 3 and presently engaged in discussions with Grundy County regarding access to the Property from Reed Road and the nature, existence and dimensions of curb-cuts, dedicated public right-of-way and a right-hand westbound turn lane for approaching traffic seeking ingress into the Property. The Plans approved herein are expressly subject to Grundy County approval and compatibility of the Plans with such Grundy County approvals.
8. Developer's evidencing the closing of its acquisition of Parcel 3 or submission of the written consent of the owner(s) of Parcel 3 to the Plans shall be a condition precedent to the approvals herein granted.
9. The Village and Developer are presently in negotiations concerning an economic redevelopment agreement that would define the parties' respective rights and obligations, and such agreement is anticipated to include an economic incentive package from the Village in support of the Project using TIF incremental revenues generated by the Project and certain other benefits and entitlements.
10. Transloading operations on the Property are proposed to operate 24 hours per day, seven days per week, with access to the Property via a curb cut and 66' wide private road to be improved by Developer in accordance with Village design standards in stages as may be

necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations. Such private road shall be located in a location to be determined along or near the eastern boundary of the Property, but in any event situated so as to afford continuous north-south ingress and egress from the southern to the northern boundary of the Property. The easement shall be dedicated and/or deeded to the Village as a public right-of-way for the use and benefit of the general public without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of parcels adjacent to the Property to the north or south. The private roadway and 66' permanent ingress/egress easement depicted on the PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of constructing roadways as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required incident to the rights herein granted. Notwithstanding the foregoing, the Village and Developer agree that Developer shall not be obligated to improve the easement area up to the Village's public road standards as a condition precedent of dedication, the Village and Developer acknowledging and agreeing that the intent of the parties is that the owner or developer of the adjacent property triggering the dedication shall be responsible for required improvements located within the easement area as a condition precedent of or contemporaneously with such dedication.

11. The ZBA finds and determines that the PUD process is designed to provide a more flexible zoning procedure than would otherwise be possible under straightforward zoning regulations in order to encourage innovation, efficiency and superior design. *See* §17.56.200(A) of the Village Code.

12. The ZBA finds and determines that the proposed transloading and warehousing uses are permitted uses under the I-1 zoning district classification. "Railroad rights of way and trackage" (hereinafter, "Rail") is a conditional use within the I-1 zoning district, pursuant to Table 9 of the Village Zoning Code.

13. Rail is compatible with the proposed uses of the Property and is deemed compatible with other uses in the I-1 zoning district by inclusion of such uses as a special use.

14. The Project will be developed on Parcel 1 in accordance with the PUD Plat and the conditions set forth in any approvals appended thereto by the Village in an ordinance approving the PUD, rezoning of Parcel 2 and Rail as a conditional use on the Property.

15. The Developer did not include Parcel 3 within any of its petitions for zoning relief. The ZBA therefore makes no findings, determinations or recommendations with respect to any rezoning of Parcel 3 from A-1 to I-1.

16. The ZBA recommends that the Village pledge to promptly process and consider reasonable requests by Developer for the rezoning of Parcel 3 from A-1 to I-1, provided that Developer submits all petitions and applications for zoning relief and pays all fees required under

applicable Village ordinances, standards, rules, and regulations, and further provided that Developer makes any design, landscaping, engineering, stormwater detention, drainage, traffic pattern, site plan or other modifications as may be required by the Village as a condition of granting any Parcel 3 re-zoning.

17. The ZBA recommends that the Village pledge to promptly process and consider reasonable requests by Developer for zoning relief and building permits, and shall issue all requisite building permits and any other permits and approvals and other necessary land use and construction approvals as shall be necessary or appropriate to construct the Project in accordance with the Plans approved by the Village's planned development approval, zoning amendment and conditional use ordinance (the "Zoning Relief Ordinance"), provided that Developer submits all petitions and applications for such permits and approvals and pays all fees required under applicable Village ordinances, standards, rules, and regulations, and further provided that Developer makes any design, landscaping, engineering, stormwater detention, drainage, traffic pattern, site plan or other modifications as may be required by the Village or other jurisdictional body as a condition of granting zoning relief or approving the various permits or entitlements described herein.

18. The ZBA directs that the proposed uses of Parcel 1 will be developed in accordance with PUD Plat and Zoning Relief Ordinance and that the improvements, use and development of Phase 2 shall be subject to Developer's application for and the Village's approval of such other and further zoning relief, building permits and other approvals as may be required by the Village in order to develop within and upon Parcel 2.

19. The ZBA finds and determines that the Project is supported by the trend of development in the surrounding area. The area of Broadway and Reed Road has been and is for industrial uses. Parcel 1 is currently zoned I-1. Existing uses immediately west of the Union Pacific rail are industrial. The proposed intermodal facility is located south of Reed Road in the Broadway corridor.

20. The ZBA finds and determines that the proposed industrial uses are in harmony with the objectives of the Village's Comprehensive Plan. Development of the Property in accordance with the Zoning Relief Ordinance and as part of the PUD process promotes cohesive and unified land planning, provides planned access for other parcels likely to be developed for industrial uses without impacting streets within the Village which are intended to be used for residential traffic, supports economic stability through development of new business in the Village, creates additional opportunities for employment, and enhances and extends public infrastructure, including utility extensions that promote further regional development.

21. The ZBA finds and determines that the Project, inclusive of the rezoning and Rail use furthers the public interest insofar as it will further development in the area, increase the property tax base, bring new business into the Village, create additional jobs and employment opportunities within the Village, and generate secondary economic benefits to other businesses in the area seeking to service the needs of the new work force. The Project will further enhance and extend public improvements, and provide access to Reed Road for the development of other industrial parcels without impacting other Village streets intended for residential traffic.

22. The ZBA finds and determines that the Property once improved as depicted in the Plans will be serviceable immediately by public utilities, sanitary sewer, gas and electrical services, which utilities are capable of supporting commercial or residential uses.

23. The ZBA finds that the Project helps to meet the Village's economic development objectives of transforming underutilized agricultural properties into a thriving industrial district with opportunities for job and property tax growth.

24. The ZBA finds that the Plans evince superior design insofar as the integrated use of rail in connection with the transloading facility operations demonstrate an efficient development plan which would not otherwise be permitted under strict application of the zoning district and subdivision regulations.

25. The ZBA finds that the PUD meets the requirements for planned unit developments under the Village's ordinance without modification to Village ordinances except as set forth in the PUD Plat and subject to the conditions on approval set forth in the Zoning Relief Ordinance.

26. The ZBA finds that the proposed development is consistent with the Village's Comprehensive Plan in that development of the Property as a PUD will promote cohesive and unified land planning, provide planned access for other parcels likely to be developed for industrial uses without impacting streets within the Village which are intended to be used for residential traffic, support economic stability through development of new business in the Village, create additional opportunities for employment, and enhance and extend public improvements.

27. The ZBA finds that the Project will be developed in accordance with the PUD Plat and the conditions set forth in the Zoning Relief Ordinance. As such, the proposed uses will be operated in accordance with Village ordinances, and, as such, will not be detrimental to the public health, safety, morals or general welfare of the community.

28. The ZBA finds that Developer has revised its plans to accommodate the articulated concerns of the property owner immediately east of the Property and that the Plans now reflect compatibility with the surrounding properties.

29. The proposed uses are either permitted or conditional uses in the I-1 industrial zoning district. The proposed uses will be developed in accordance with the PUD Plat and the Zoning Relief Ordinance, all in accordance with the ordinances of the Village. The PUD Plat includes lighting and landscaping components to mitigate negative externalities to other properties in the vicinity of the Project. The proposed development will not impede the orderly development of surrounding properties and, is, in fact, consistent with the type of industrial development planned for by the Village in the general area.

30. The ZBA finds and determines that the Property does not contain significant natural features, such as flood plains, wooded areas, or other sensitive environmental features.

The proposed development takes into account and addresses the natural drainage ways in the drainage plan for the Property to the apparent satisfaction of the Claypool Drainage District.

31. The ZBA finds and determines that the proposed development provides for the eventual development and dedication of a north-south public road to service other parcels in the vicinity which are anticipated to be developed for industrial uses. The proposed development plan provides for safe and efficient circulation within the interior or the proposed industrial parcel being developed in Phase 1 of the development. The proposed development will not create unnecessary through traffic within the proposed development or unduly interfere or burden the safety or capacity of other Village streets.

32. The ZBA finds and determines that the lack of common open spaces is acceptable in the context of an intensive industrial use not anticipated to be utilized or desired for leisure by the general public or employees working on site.

33. The ZBA finds and determines that the landscaping plans sufficiently screen the sound and visual impacts of the Project on other properties in the area.

34. The ZBA finds and determines that the Project will not place an undue burden on the existing residents and businesses of the Village. The projected utility demands associated with the Project are not significant and will not create extraordinary cost to the Village. In light of the security and fire protection anticipated for the development, the demands upon the Village for police services are not anticipated to extraordinarily impact the Village's ability to effectively police its existing residences and businesses.

35. The ZBA finds and determines that the Project will have no negative impact on schools or Village-owned streets.

36. The ZBA expressly limits its findings and recommendations to Phase One of the Project. No requests have been tendered by Developer, nor any approvals granted to vary the Village's development regulations with respect to the development of Phase 2 on Parcel or any other future phases of development on the Property.

37. Based on the foregoing, and expressly subject to and contingent upon each and every recommended term, condition, and restriction specified below, the ZBA recommends approval of the PUD Plat, the development of Phase 1 on Parcel 1 in accordance with the Plans, the rezoning of Parcel 2 from A-1 to I-1, the subdivision of the Property as depicted in the PUD Plat upon submission of preliminary and final subdivision plats consistent with the PUD Plat, and the approval of Rail as a conditional use on the Property in accordance with the Plans.

38. The ZBA further recommends that upon failure or refusal of Developer to comply with the conditions, restrictions, or provisions set out herein and incorporated in the Zoning Relief Ordinance, that the conditional approvals granted in the Zoning Relief Ordinance will, at the sole discretion of the Village Board by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village Board will not revoke the approvals granted herein unless it first provides Petitioner with an opportunity to be heard at a regular or special meeting

of the Village Board. The conditional approval of the zoning relief petitioned for is premised on full compliance by Developer, and any other operators or tenants and any successor owners, landlords, lessees, operators, and assigns with the conditions set forth below and, by this reference, incorporated herein.

III. RECOMMENDATION

NOW THEREFORE, following a duly noticed public hearing of the Village of Coal City ZBA, held on April 17 and 24, 2017 (Hearing No. ZA-279), the ZBA hereby recommends by a unanimous 6 – 0 vote that the Village Board approve the PUD Plat, the development of Phase 1 on Parcel 1 in accordance with the Plans, the rezoning of Parcel 2 from A-1 to I-1, the subdivision of the Property as depicted in the PUD Plat upon submission of preliminary and final subdivision plats consistent with the PUD Plat, and the approval of Rail as a conditional use on the Property in accordance with the Plans, based on the Findings of Fact and Recommendation as described herein, and subject to the following conditions:

- i. That the Property be developed and improved in accordance with the Plans.
- ii. That Developer shall adjust the lighting, signage and landscaping presented in the Plans, including after initial installation and issuance of a certificate of occupancy, as may be reasonably required by the Village, to ensure that the light and noise sources are properly screened and so as to minimize glare and sound pollution spilling onto adjacent properties in an unreasonable manner;
- iii. That Developer and end users shall, prior to commencing build-out, occupancy or operations on the Property, obtain all necessary permits, certificates, consents, authorizations and approvals of any kind or nature

as may be required by local, state or federal laws or regulations from all governmental bodies with jurisdiction over the Project or any element thereof, in order to construct, complete, use and occupy the Project as proposed;

- iv. That the Project be constructed in full accordance with the Plans appended to the Zoning Relief Ordinance, subject to any approved minor modifications thereof as may be subsequently permitted by the Village or in major revisions approved following notice and public hearings required to amend the Zoning Relief Ordinance. It is understood and agreed that the Plans are preliminary and that minor changes, revisions, refinements and other non-substantial deviations of a technical nature are likely to occur and that such technical, minor changes may be approved by Village staff following internal or third-party review without additional action by the ZBA or the Corporate Authorities of the Village. Changes that are not of a technical nature and which involve a significant deviation from the plans approved herein by the Village Board, as determined by the Village, shall be referred back to the ZBA for recommendation and the Village Board for final approval;
- v. That the Project shall comply with all building, fire and related technical code requirements, with compliance to be determined by the relevant authorities with jurisdiction thereover, and any third-party technical consultants retained by the Village for the purpose of reviewing any permit applications for conformity to technical code requirements;

- vi. That Developer enter into and execute a redevelopment agreement with the Village governing the respective rights and responsibilities of Developer and the Village with respect to the Project within thirty (30) days of the adoption of this Ordinance. If such development agreement is not executed within said timeframe and the Property not developed in accordance therewith, then the ZBA recommends that the Zoning Relief Ordinance shall be null and void and of no further effect without any further action by the Village;
- vii. That the PUD approval shall be effective for 365 days from the date of passage of the Zoning Relief Ordinance, during which time (i) a final PUD Plat shall be submitted in substantial conformity with the PUD Plat herein approved, (ii) a building permit shall be obtained for the construction of one or more Buildings, and (iii) construction shall commence. Once commenced, construction shall proceed diligently and continue in good faith until completion. Failure to comply with the provisions of this paragraph within the time periods provided for may result in a revocation of all or part of the PUD approval by the Village and the issuance of an immediate stop work order for any work in progress. In the event of such a revocation, no additional work shall be undertaken without first being authorized by the Village Board of Trustees in the form of a new PUD approval;
- viii. That Developer shall submit evidence of drainage approvals as may be required by the Claypool Drainage District, if any;

- ix. Developer's acquisition of Parcel 3 prior to commencing any work on the Project or otherwise tendering written evidence of the assent of the owner(s) of Parcel 3 to the Plans as presented;
- x. That Developer develop a 66' wide private road within to be improved by Developer in accordance with Village design standards in stages as may be necessary to enable truck traffic to access the Buildings and circulate within the Property to safely conduct the proposed operations. Such private road shall be located in a location to be determined along or near the eastern boundary of the Property, but in any event situated so as to afford continuous north-south ingress and egress from the southern to the northern boundary of the Property. The 66' wide road shall be located along and within a 66' public ingress and egress easement that shall be dedicated and/or deeded to the Village as a public right-of-way for the use and benefit of the general public without charge to the Village promptly following notice by the Village of the subdivision, development or issuance of building permits for the development of parcels adjacent to the Property to the north or south. The private roadway and 66' permanent ingress/egress easement depicted on the PUD Plat shall further provide for a temporary construction easement over and across that portion of the Property (the "Road Easement Area") for the purpose of constructing roadways as per final engineering plans and specifications submitted by subsequent off-site owner(s) or developer(s) and approved by the Village for the development of adjacent properties, said grant of rights to authorize

the grantee to cut, trim or remove trees, bushes, fences, dirt, rock, soils and such other items as may be reasonably required in order to construct, improve or maintain the right-of-way;

- xi. That Developer submit and record preliminary and final plats of subdivision in substantial conformance with the PUD Plat as a condition precedent of subdividing the Property into lots;
- xii. That Developer's use of a private well as a source for water for the proposed wash operations be expressly contingent upon providing the Village evidence of Illinois Environmental Protection Agency and other applicable federal, state or local agency approvals of the content of the runoff as the same become available or as requested by the Village from time to time, that Developer ensure the Village or its third-party agents continuing and regular access, at all times during the construction and operation upon reasonable notice, for the purpose of monitoring, sampling and testing the contaminants or pollutants in the resulting runoff resulting from the wash operations, and the opportunity to review and audit Developer's books and records as they relate to the testing and sampling of environmental conditions on site. The ZBA further recommends that the Village's approval be conditioned upon Developer's acceptance of an obligation to immediately cease any run-off inducing activities on site related to the washing operations upon notice from the Village or other jurisdictional body of evidence of elevated levels of contaminants present in such runoff.

- xiii. That Developer apply to have Parcel 3 rezoned from A-1 to I-1 promptly upon closing on the acquisition of same.

By:

**Georgette Vota, ZBA Chair
On Behalf of and with the Approval
of the Village of Coal City ZBA**

Date:

VILLAGE OF COAL CITY, ILLINOIS

ORDINANCE NO. _____

COAL CITY TAX INCREMENT FINANCING DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS

and

HOFFMAN PROPERTY HOLDINGS, LLC

**ADOPTED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES
OF THE VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS
ON THE 10TH DAY OF MAY, 2017.**

VILLAGE OF COAL CITY, ILLINOIS: ORDINANCE NO. _____

COAL CITY TIF DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF COAL CITY

and

HOFFMAN PROPERTY HOLDINGS, LLC

The Mayor and Village Council of the Village of Coal City, Grundy County, Illinois, an Illinois municipality (the "Village"), have determined that this Redevelopment Agreement is in the best interest of the citizens of the Village of Coal City.

THEREFORE, be it ordained by the Village President and Board of Trustees of Coal City, Illinois, in the County of Grundy, as follows:

1. The TIF Redevelopment Agreement with Hoffman Property Holdings, LLC (the "Developer") attached hereto as *Exhibit A* is hereby approved.
2. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Coal City is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 10th day of May, 2017.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Village President and Board of Trustees of the Village of Coal City this 10th day of May, 2017.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Justin Wren				
Neal Nelson				
Sarah Beach				
Ross Bradley				
Tim Bradley				
Dan Greggain				
Terry Halliday, President				

APPROVED: _____, Date ____/ ____ / 2017
 Village President

ATTEST: _____, Date: ____/ ____ / 2017
 Village Clerk, Village of Coal City

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the Village of Coal City and Hoffman Property Holdings, LLC.

EXHIBIT A

**TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF COAL CITY

and

HOFFMAN PROPERTY HOLDINGS, LLC

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

VILLAGE OF COAL CITY, GRUNDY COUNTY, ILLINOIS

and

HOFFMAN PROPERTY HOLDINGS, LLC

COAL CITY TAX INCREMENT FINANCING DISTRICT

MAY 10, 2017

REDEVELOPMENT AGREEMENT
by and between
VILLAGE OF COAL CITY
and
HOFFMAN PROPERTY HOLDINGS, LLC

COAL CITY TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) (Redevelopment Agreement and Exhibits are collectively referred to as the “Agreement”) is entered into this 10th day of May, 2017, by and between the Village of Coal City (the “Village”), an Illinois Municipal Corporation, Grundy and Will Counties, Illinois, and Hoffman Property Holdings, LLC, an Illinois Limited Liability Company (the “Developer”).

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other Village revenues; and

WHEREAS, on January 10, 2011, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Project Area and adopted Tax Increment Financing as provided under the Act for the Coal City TIF District (the “TIF District”); and

WHEREAS, included in the Redevelopment Project Area is approximately 143 acres of undeveloped property owned by the Developer, located on Reed Road, Coal City, Illinois, bearing real estate tax property identification numbers 09-11-300-002 (Parcel #1) and 09-11-400-001 (Parcel #2) (collectively, the “Property”) and legally described in *Exhibit “1”* attached hereto; and

WHEREAS, the Developer owns said Property and has proceeded with plans to construct on the Property: (1) a rail spur extended from the Union Pacific Railroad tracks, and (2) a transloading distribution, truck terminal and warehouse facility thereon (the “Project”), and has done so based on the availability of TIF incentives defined in the Act and offered by the Village; and

WHEREAS, the development of the Project on the Property, together with related public and private

improvements will be developed in substantial conformance with the plans and specifications approved by the Village in Ordinance No. _____ adopted on _____ (the "PUD Ordinance") collectively affixed hereto as **Exhibit "2"**; and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate tax revenue of the Village, which increased incremental tax revenues will be used, in part, to finance incentives to assist development within the TIF District; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the future land uses of the Village as adopted in its Comprehensive Plan and in the PUD Ordinance; and

WHEREAS, the Village has determined that the Developer possesses the experience and qualifications to undertake the Project; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the Village may incur redevelopment project costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Redevelopment Project Costs as herein listed in the attached **Exhibit "3"** of this Redevelopment Agreement; and

WHEREAS, the Developer has determined that the Project is not economically feasible without the incentives detailed herein and has requested that incentives for the development be provided by the Village from incremental increases in real estate taxes of the Village generated from its Project and the Village has agreed to provide such incentives; and

WHEREAS, the Village has determined that this Project requires the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight, underutilization and deterioration and to generally enhance the economy of the Village; and

WHEREAS, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the public and private improvements to be incurred by the Developer in furtherance of the Project are redevelopment project costs (hereinafter "Redevelopment Project Costs") under the Act and are consistent with the Redevelopment Plan; and

WHEREAS, the Parties have agreed that the Village shall reimburse the Developer for a portion of its Redevelopment Project Costs as set forth below.

WHEREAS, in consideration of the execution of this Agreement, the Developer will develop, construct and operate the Project as set forth in **Exhibits "2" and "3"**; and

WHEREAS, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall design, construct, equip and maintain the Property in accordance with this Agreement and the development plans depicted and described in the PUD Ordinance and the exhibits thereto, or as the plans may be amended or supplemented from time to time and approved by the Village.
4. The Developer shall comply with the PUD Ordinance and any statute, ordinance, rule, regulation, order or determination of any governmental authority with jurisdiction over the Project or Property, including without limitation, all applicable municipal ordinances relating to Planned Unit Development, property condition, zoning, subdivision, drainage and building codes (“Applicable Law”).
5. The Developer shall complete Phase I of its Project as herein defined within 16 months from the date this Agreement is executed by a duly authorized representative of each party hereto (the “Effective Date”), subject to extension due to Force Majeure (defined below). Phase I of the Developer’s Project will be deemed complete when a rail spur located on Parcel #1 of the Property is complete and a warehouse facility with a minimum of 400,000 square feet is constructed on Parcel #1 of the Property and a certificate of occupancy is issued for such facility. In the event the Developer undertakes Phase II of its project, Phase II will be deemed complete when an additional warehouse facility of a minimum of 400,000 square feet is constructed on Parcel #1 of the Property and a certificate of occupancy issued for such facility. Phase II may be an addition added on to the warehouse building constructed in Phase I or it may be a separate building located on Parcel #1 of the Property. The Developer may undertake additional phases, and be reimbursed for the TIF Eligible Project Costs incurred in doing so in accordance with the percentages outlined in *Section C(1)(a-b)*, subject to the limitation on reimbursement of TIF Eligible Redevelopment Project Costs set forth below.
6. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the “Coal City TIF District” which includes the Property. The Village has approved certain Redevelopment Project Costs, including the types described in *Exhibit “3”* for the Project which shall be known as the **“Hoffman Transloading Facility Project.”**

C. INCENTIVES

In consideration for the Developer purchasing the Property and completing the Project as set forth herein, the Village agrees to extend and provide to the Developer the following incentives to assist the Project:

1. REIMBURSEMENT FOR TIF ELIGIBLE PROJECT COSTS

The Village shall reimburse the Developer for its TIF Eligible Redevelopment Project costs as set forth in *Exhibit "1"* and verified and approved pursuant to *Section E* below from the annual ad valorem taxes, if any, arising from the tax levies upon the Property by any and all taxing districts having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of the Property over and above the total initial equalized assessed value of the Property (based on the equalized assessed value for 2017), all as determined by the county Clerk of the County of Grundy, Illinois in accordance with Section 11-74.4-9 of the TIF Act ("Incremental Property Tax Revenues") up to a total cumulative amount not to exceed **Eight Million Five Hundred Thousand Dollars (\$8,500,000.00)** as follows:

a. The Village shall reimburse the Developer **Ninety Percent (90%)** of the annual Incremental Property Tax Revenue generated by the project beginning with taxes received in year 2018 until the Developer has received all of its costs actually incurred for public infrastructure improvements relating to water and sewer extension for Phase I of the Project, or until the Developer has received the total cumulative amount of **\$2,100,000.00**, whichever is less.

b. Upon the Developer receiving the amount set forth in *Section C(1)(a)* above, the Village shall then reimburse the Developer **Fifty Percent (50%)** of the annual Incremental Property Tax Revenue generated by the Project for the remainder of the Developer's Redevelopment Project Costs as set forth in *Exhibit "3"* attached hereto, not to exceed a total amount, when added to the sum reimbursed in *Section C(1)(a)* above, of **\$8,500,000.00**.

c. These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Coal City TIF District designated as the "**Hoffman Property Holdings, LLC Special Account**" (the "Special Account"). All monies deposited into the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement. At all times during the term of this TIF District, the Village shall maintain the Special Account until such time as all funds to be allocated thereto have been collected by the Village, deposited into said Special Account and disbursed to the Developer, provided the Developer has approved and unreimbursed Redevelopment Project Costs in conformance with *Sections E(3)* and *E(4)* below.

d. The amount of Incremental Property Tax Revenue deposited into the Special Account each year shall be reduced by a "proportionate amount" of TIF District administrative fees and costs. The "proportionate amount" shall be calculated by dividing the Incremental Property Tax Revenues generated by the Project by the Incremental Property Tax Revenues generated by the entire TIF District, and then multiplying that result by the total annual TIF District administrative fees and costs.

e. Notwithstanding any other provision of this Agreement, in no event shall total cumulative

reimbursements paid to the Developer under this Agreement exceed \$8,500,000.00. Notwithstanding the foregoing, in the event that prior to December 31, 2022, the Developer has constructed the two (2) buildings on Parcel #1 of the Property contemplated herein as Phase I and Phase II, with a total square footage of not less than 800,000 square feet, and has completed one or more additional buildings, within any portion of Parcel #2 of the Property, with a total square footage of at least 400,000 square feet, the total cumulative reimbursement amount under this Agreement for Redevelopment Project Costs shall be increased to Sixteen Million Fifty Seven Thousand Dollars (\$16,057,000.00) and all references herein to Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) shall thereafter be Sixteen Million Fifty Seven Thousand Dollars (\$16,057,000.00).

f. The Developer commits to attaining at least 50 Full Time Equivalent Jobs at the facilities located on the Property by the 4th anniversary of the Effective Date of this Agreement. "Full-Time Equivalent Job" means a job in which an employee works for the Developer or an entity under contract to the Developer on the Property or operating a business on the Property at a rate of at least 32 hours per week (46 weeks per year). In the event the Developer fails to do so, or if the number of full time equivalent jobs falls below 50 at any point after 4 years from the Effective Date through the remaining Term of this Agreement, the Village may declare the Developer in default of this Agreement and any further reimbursement of real estate tax increment due the Developer by the Village hereunder shall cease if the Developer remains in default after any applicable notice and cure periods. The Developer shall provide an affidavit each year beginning on the 5th anniversary of the Effective Date of this Agreement attesting to the number of Full Time Equivalent Jobs maintained during the previous year.

2. INFRASTRUCTURE FEES

All Village Infrastructure Fees required to be paid by the Developer pursuant to any Village ordinance or resolution, including but not limited to Resolution 07-02, Resolution 09-01 and Ordinance 15-01, shall be deferred until such time as Developer has been reimbursed for the TIF Eligible Redevelopment Project Costs which have been submitted and approved pursuant to *Section E* below (subject to the limitation of \$8,500,000.00), and shall be payable only out of the Developer's share of real estate tax increment as set forth in *Section C(1)* above after payment of all of said Redevelopment Project Costs. Any such fees outstanding upon expiration of this Agreement shall be waived.

In the event the Developer is in default under the terms of this Agreement at any time during the Term of this Agreement, which default has remained uncured after any applicable cure period, any outstanding Village Infrastructure Fees still owed by the Developer shall no longer be deferred and shall become immediately due and payable to the Village after applicable notice and cure periods.

3. BUILDING PERMIT FEES

The Village agrees that any building permit fees required to be paid by the Developer for Phase I of its Project shall not exceed \$50,000.00. The Village further agrees that any building permit fees required to be paid by the Developer for Phase II of the Project shall not exceed \$100,000.00 for the first 400,000 square feet of the building to be constructed thereon. If the building to be constructed by the Developer in Phase II exceeds 400,000 square feet, the applicable building square footage review rate shall apply to such excess square footage.

In the event the Developer constructs a third building to be located on Parcel #2 of the Property, the applicable building permit fee shall be \$0.25 per square foot for any such building.

4. WASH FACILITY/PRIVATE WELL

The Developer shall be allowed to construct and operate a private well on Parcel #1 of the Property, provided however such well shall only be used in connection with the wash operations and landscape maintenance. Any such well may only be used for washing out trucks and may only be used by the Developer for its Project located on the Property. The Village shall permit the wash operations to be connected or discharged into the Village's sanitary sewer system, subject to compliance with the Village's Industrial Waste Regulations set forth in Chapters 51 and 52 of the Village Code and Applicable Law. The Village retains the right to deny such permit if such well is too close to existing point wells or aquifers.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the Village for all Redevelopment Project Costs permitted by the Act (subject to a limitation of \$8,500,000.00) from the real estate tax increment revenues generated by the Project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible Redevelopment Project Costs in excess of the amount authorized by this Agreement upon mutual agreement.
2. It is not contemplated nor is the Village obligated to use any of its proportionate share of the monies for any of the Developer's Redevelopment Project Costs but, rather, the Village shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to complete Phase I of the project within sixteen (16) months of the Effective Date, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Redevelopment Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (*Exhibit "4"*, "Requisition") submitted from time to time by the Developer to the Village's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the Village.
3. In order for the Developer to receive reimbursement of Redevelopment Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit a Requisition for reimbursement of such proposed eligible costs to the Village by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the Village and if the Developer does not submit such proposed eligible costs by this deadline,

the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the Village for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Redevelopment Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disapproval will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. Within forty-five (45) business days of the approval as set forth in paragraph 6 above, and subject to the availability of funds in the Special Account, all Redevelopment Project Costs approved shall then be paid by the Village from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved Redevelopment Project Costs, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms if this Agreement and after receipt of the increment generated by the Project from the County.
8. The Parties acknowledge that the determination of Redevelopment Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Redevelopment Project Costs.
9. The Developer may submit for prior approval by the Village as Redevelopment Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the Village, shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of incremental property tax revenue (including any accrued statutory interest thereon) is potentially due from the Village's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the Village may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the Village within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer.

Any funds withheld by the Village under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the Village shall pay to the Developer the principal amount due under this Agreement as recalculated. The Village shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the Village that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the Village for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the Village.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, (identified by the Village as tax year 2034 payable 2035); or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

The Village's obligation hereunder to pay the Developer for Redevelopment Project Costs is a limited obligation to be paid solely from the incremental property tax revenues generated by the Project. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

I. VILLAGE PUBLIC PROJECTS

The Village intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The Village shall

be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the Village in the TIF District.

J. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the Village to make any payments to any person other than the Developer (unless otherwise directed by the Developer pursuant to an assignment of the rights thereto made by the Developer and delivered to the Village), nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

K. COOPERATION OF THE PARTIES

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy, designation or additional funding which may be available from other governmental sources as the result of the Project. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, designation, subsidy or additional funding which may be available as the result of the Project.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any Party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Party for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a

Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete Phase I of this Project within sixteen (16) months following the date of execution of this Agreement. Failure to do so shall be cause for the Village to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), labor shortage, civil disorder, inability to procure materials insofar as a reasonable substitute is available, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or the Village's elected or appointed officials, agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control and without the fault of the party relying thereon. Notwithstanding the foregoing, Force Majeure shall not include financial hardship or inability to borrow or pay money or delays caused in whole or in part by violations, or acts or omissions by the Developer. For each day on which a party is delayed by Force Majeure, the dates and deadlines shall be extended by one day.

N. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall be assignable by the Developer provided written notice is provided to the Village and the Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained.

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all Redevelopment Project Costs prior to the expiration of the term of the Agreement, the Village may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed

to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Q. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

R. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO Village:

Village Clerk, Village of Coal City
515 South Broadway
Coal City, IL 60416
Telephone: (815) 634-8608

TO DEVELOPER:

Hoffman Property Holdings, LLC
Attn: Kevin Hoffman, Owner
PO Box 810
Channahon, IL 60410

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

With Copy to:

Kenneth Carlson
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, IL 60435
Telephone: (815) 723-8500

and

Mark Heinle
Ancel, Glink, Diamond, Bush, et al.
1979 N. Mill Street, #207
Naperville, IL 60563

S. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

U. INDEMNIFICATION OF VILLAGE

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <http://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. For work done on this Project, an only for work done on the Project, the Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

V. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.

W. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

X. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

Y. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration of the Coal City TIF District, tax year 2034 payable 2035, or upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Coal City, Illinois.

VILLAGE

Coal City, Illinois, a Municipal Corporation

BY: _____
Village President, Village of Coal City

ATTEST:

Village Clerk, Village of Coal City

DEVELOPER

Hoffman Property Holdings, LLC, an Illinois Limited Liability Company

BY: _____

NAME: _____

TITLE: _____

EXHIBIT 1

LEGAL DESCRIPTION OF THE DEVELOPER'S PROPERTY

EXHIBIT 2

VILLAGE'S PUD ORDINANCE NO. _____

EXHIBIT 3

SUMMARY OF ESTIMATED TIF ELIGIBLE REDEVELOPMENT PROJECT COSTS

Hoffman Transloading Facility Project
Coal City TIF District in the Village of Coal City, Grundy County, Illinois

Project Description: The Developer owns the Property and is proceeding with plans to construct a rail spur and transloading, truck terminal and warehouse facility thereon.

Street Location: Reed Road, Coal City, Illinois

PIN#s: 09-11-300-002 & 09-11-400-001

Estimated TIF Eligible Redevelopment Project Costs:

Site Acquisition	\$2,701,000
Site Preparation, Excavating, Clearing & Grading	\$10,940,000
Public Infrastructure Improvements (Water, Sewer, Drainage, Sidewalks, etc.) ...	\$2,116,000
Professional Fees (Accounting, Legal, Engineering, Architectural, etc.)	\$300,000
Total <i>Estimated</i> TIF Eligible Project Costs*	\$16,057,000

*The Village's reimbursement of Eligible Redevelopment Project Costs to the Developer shall not exceed \$8,500,000.00, as set forth in this Redevelopment Agreement.

EXHIBIT 4

**VILLAGE OF COAL CITY, ILLINOIS
COAL CITY TAX INCREMENT FINANCING DISTRICT**

**PRIVATE PROJECT
REQUISITION FOR REIMBURSEMENT
BY
HOFFMAN PROPERTY HOLDINGS, LLC**

Date _____

Attention: Village TIF Administrator, Village of Coal City, Illinois

Re: TIF Redevelopment Agreement, dated _____, 2017
by and between the Village of Coal City, Illinois, and
Hoffman Property Holdings, LLC (the "Developer")

The Village of Coal City is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Requisition for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Hoffman Property Holdings, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to

reimburse the Developer for Redevelopment Project Costs for the Project detailed in *Exhibit "3"* of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:
- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
 - (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
 - (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its Redevelopment Project Costs actually incurred; and
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the Village to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is *Exhibit "3"* of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

APPROVED BY VILLAGE OF COAL CITY, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT ADDENDUM
BETWEEN THE VILLAGE OF COAL CITY AND VILLAGE ADMINISTRATOR
MATTHEW T. FRITZ**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2017

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT ADDENDUM
BETWEEN THE VILLAGE OF COAL CITY AND VILLAGE ADMINISTRATOR
MATTHEW T. FRITZ**

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 desires to continue employing a Village Administrator to properly administer the business affairs of the Village, the municipal statutes of the State of Illinois, the ordinances of the Village, and the resolutions and directives of the Village Board; and

WHEREAS, the Village desires to extend the employment contract of Village Administrator Matthew T. Fritz through the end of the current term of the Village President and Administrator Fritz wishes to continue serving as Village Administrator through the end of the President’s current term; and

WHEREAS, the Village wishes to enter into an Employment Agreement Addendum with Matthew T. Fritz in order to extend his term, provide increased compensation and to continue governing the terms and conditions of Fritz’s continued employment with the Village; and

WHEREAS, the Village Administrator shall be bound by the terms described more fully in the Employment Agreement Addendum attached hereto as “Exhibit A,” and incorporated herein by reference.

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 Employment Agreement Addendum between the Village and Matthew T. Fritz, a copy of which is marked “Exhibit A,” attached hereto and incorporated herein (the “Addendum”) and the Village Clerk to affix the Village seal thereto and to attest the executed Addendum following the Village President’s signature.
- B. The Village Clerk is further authorized and directed to retain a copy of the original, fully executed Addendum on file in her office for public inspection.

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 _____, 2017, 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

EMPLOYMENT AGREEMENT ADDENDUM

[Attached on following pages]

4824-5150-6757, v. 1

Village Administrator Employment Agreement Addendum

This Employment Agreement Addendum (“Agreement Addendum”), made and entered into this _____ day of May, 2017 (the “Contract Date”), by and between the Village of Coal City, an Illinois municipal corporation, (hereinafter "Employer") and Matthew T. Fritz, (hereinafter "Employee"), an individual (cumulatively, Employer and Employee shall be known as the “Parties”), both of whom agree as follows:

WITNESSETH:

WHEREAS, Employer is an Illinois municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Employee is the Village Administrator for Employer, serving under the Employment Agreement with Employer dated May 1, 2015 (the “Employment Agreement”);

WHEREAS, the Parties hereto are the same as the parties to the original Employment Agreement;

WHEREAS, Employer wishes to retain and extend the term of Employee and Employee is desirous of continuing his employment with the Village, and both Parties therefore desire to enter into this Agreement Addendum to govern the terms and conditions of Employee’s continued employment with Employer, as set forth in this Agreement Addendum;

WHEREAS, the amendments set forth herein modify the Employment Agreement and where a portion of the Employment Agreement is modified by the amendments set forth herein, the terms of this Agreement Addendum shall control, while any and all unaltered portions of the Employment Agreement shall remain in effect; and

WHEREAS, to the extent there is a conflict between the provisions of this Agreement Addendum and the Employment Agreement, then the provisions of this Agreement Addendum shall take precedence and prevail;

NOW, therefore, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

1. Term

This Agreement Addendum is effective as of May 1, 2018 (the “Effective Date”) and shall expire, unless otherwise terminated in accordance with the provisions of the Employment Agreement, at the conclusion of the current term of the Village President.

2. Compensation.

As of the Effective Date, Employer agrees to pay Employee an annual salary of ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED SEVEN AND NO/100 DOLLARS (\$116,507.00) for the remainder of the term of this Agreement Addendum, payable in accordance with the Village's usual and customary payroll practices, less applicable withholding for taxes and other deductions required by law or court order or requested in writing by Employee. By way of illustration and not of limitation, the Parties understand and agree that the above-noted salary shall continue on a pro-rata basis from May 1, 2018 until the conclusion of the current term of the Village President.

3. Remaining Terms and Conditions:

All other terms and conditions of the Employment Agreement not expressly modified by this Addendum remain in effect as stated in the Employment Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement Addendum on the day, month and year first above written.

VILLAGE OF COAL CITY

MATTHEW T. FRITZ

By: _____
Terry Halliday, Village President

Matthew T. Fritz

Attest:

Pam Noffsinger, Village Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 10, 2017

RE: IPPFA DEFERRED COMPENSATION PLAN OFFERING

Recently, the Board considered offering an additional means of employees saving a portion of their gross pay within a new plan. Members of the Coal City police Department were requesting this service being made available. In the interim since this plan's first consideration, the department's officers would like to accommodate increased utilization of a part-time officer in order to increase the total workable hours to be filled by a part-time officer on an interim basis due to the recent resignation of a member of the force.

This allowance will eliminate the need for additional overtime until a new member can be added to the current number of officers. Please consider adding this benefit at this time.

Recommendation:

Adopt Resolution No. _____: Authorizing IPPFA as an Additional Deferred Compensation Benefit

RESOLUTION NO. 17 - _____

**RESOLUTION AUTHORIZING THE ADDITION OF THE IPPFA DEFERRED
COMPENSATION PLAN AS AN EMPLOYEE BENEFIT**

WHEREAS, the Board of Trustees of the Village of Coal City has provides benefits to its employees; and

WHEREAS, the Board of Trustees is continues to look to provide competitive employee benefit programs.

NOW, THEREFORE, the Board of Trustees of the Village of Coal City, Grundy & Will Counties, Illinois approves using the Illinois Public Pension Fund Association 457 Deferred Compensation Plan as an additional Deferred Compensation Plan available as a means of its employees contributing deferred compensation contributions.

This authorization will be in effect until a future Board action decides to discontinue this benefit.

SO RESOLVED this _____ day of _____, 2017, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk



Plan Highlights

Illinois Public Pension Fund Association Retirement Plan is a valuable employee benefit—and one of the most powerful ways to build your retirement savings.

Take a few minutes now to read through the plan highlights and learn more about all the features and benefits your plan includes. You'll find more about when you can join, how much you can contribute, when you can make changes, and how you can access your savings.

Just keep in mind this is a quick overview of your benefits. For complete details or plan updates, please refer to your Summary Plan Description (SPD).

What is a 457(b) Plan?

A 457(b) plan is a supplemental savings program that allows you to defer current compensation until after severance of employment or until retirement. It also known as "Deferred Compensation." The primary use of a 457(b) deferred compensation plan is for public sector employees to supplement their pensions and to improve their retirement lifestyle. Contributions are payroll deducted prior to the calculation of withholding taxes and are not part of your W-2 taxable income. These funds grow tax deferred.

Taxation of Distributions at separation of service

All funds withdrawn are taxed upon withdrawal as ordinary income.

There is no 10% excise tax on distributions made after separation of service from 457(b) plans, regardless of age.

On-Demand Representatives

IPPFA Benefits is the exclusive marketer of the "The Wise Choice for Public Employees." We have dedicated representatives who are available to meet with you on a one to one basis. To schedule an appointment or to just talk to us at any time, please call:

IPPFA Benefits Chicago Office - 866-994-6312

**Joel Babbitt
Kevin O'Brien**

**773-617-9690 (cell)
312-340-9778 (cell)**

457(b) Eligibility

You are immediately eligible to participate in the plan.

How Much Can I Contribute?

You may choose to make contributions up to the maximum allowed by law. The annual IRS dollar limit of \$18,000 applies for 2016. This limit is indexed annually by the IRS.

If you are age 50 or older (or you reach age 50 during the current calendar year), you can make additional catch-up contributions up to \$6,000 in 2016.

In the three calendar years prior to the year of retirement with a pension that is not actuarially reduced, you may be eligible to use the "Alternative catch up rule." This may allow you to double your maximum contributions by using prior unused contribution limits. Police and Fire may be able to access this provision as early as 47; IMRF participants at age 52 under certain circumstances but normally at 57. This provision may not be used concurrently with the age 50 catch up.

What Do I Do With Money in another 457(b) Plan

If you have an existing retirement plan account with a prior employer, you may roll over that account into this plan at any time. Consolidating your retirement accounts makes it easier for you to make sure your investment strategy is on track for meeting your retirement goals. Please see "Consolidating your retirement and supplemental savings asset" section at the end of this section (yellow).

Vesting

Vesting refers to your "ownership" of your account. You are always 100% vested in your contributions to this plan.

Access to Funds while employed

There are two ways to access your funds while you are employed (in-service access): loans or hardships

Loans

You may borrow from the plan, using your account as security (conditions and restrictions may apply). All loans with same employer plan are aggregated for these limits. You must count both your "The Wise Choice for Public Employees" and another other 457(b) thru your current employer together for his purpose.

Minimum loan amount: \$1,000

Maximum loan amount: 50% of your vested account balance, up to \$50,000

General loan interest rate: Prime

Maximum general loan term: 5 years.

- If for primary residence, then the loan may be amortized over 15 years.

Loan Origination fee: A one-time set-up fee of \$75 per loan that is deducted from the loan distribution.

Maximum number of outstanding loans: 3

Withdrawals

Vested funds may be withdrawn from your plan account in these events:

- Termination of employment or retirement (any age*)

- Unforeseeable emergency – “Hardship” (as defined by IRS Regulations)
- Disability
- Death

Distributions must begin no later than the later of attainment of age 70½ or retirement. Please see your Plan Administrator for additional important information about your future distribution election.

*There is NO 10% excise tax on distributions made after separation of service from 457(b) plans, regardless of age.

Roth 457

You may make all or a portion of your contribution as an after-tax Roth contribution. The funds will grow tax free. Distributions are received tax free as long as the funds were in the plan for five years and the withdrawal is taken after age 59 1/2.

Each employer must activate a payroll slot for this purpose. Check with your employer to see if Roth 457 is available in your jurisdiction.

Expenses

The Wise Choice for Public Employees includes no annual account fee, no wrap fees and no contingent deferred sales charges. The participant will pay only the fee listed on the fund sheets. If the participant exercises Schwab Personal Choice Retirement Account® (PCRA), there is a \$50 annual fee imposed by Charles Schwab.

Schwab Personal Choice Retirement Account® (PCRA)

Schwab PCRA is not a mutual fund but rather a participant self-directed brokerage account maintained at Charles Schwab & Co., Inc. Participants must individually apply for PCRA and are solely responsible for their fund selections made under the PCRA. Commissions and transaction fees may apply to fund trades placed outside of the Schwab Mutual Fund OneSource® program or trades on other investment vehicles available through Schwab. An annual fee of \$50 will be applied by Diversified if you invest in the Schwab PCRA. Securities purchased through the PCRA are available through Charles Schwab & Co. Inc., (Member SIPC). Charles Schwab & Co., Inc. is not affiliated with Transamerica Retirement Solutions.

Investment Direction

You decide how your account will be invested among the available investment options. You may change your investment allocation at any time. Transfers among investment options may be made at any time and may be subject to certain restrictions. The available investment options are presented as follows in groups to illustrate the applicable transfer restrictions.

Investment Group A: Stable Value Fund

Investment Group B: Schwab PCRA

Investment Group C: All other funds

Monies in a Group A investment option cannot be transferred to a Group B investment option. Monies transferred from a Group A investment option to a Group C investment option must remain in this investment option for at least 90 days before they may be transferred to a Group B investment option or back to a Group A investment option.

Beneficiary Designation

It is necessary that you designate a beneficiary so that your assets can be distributed according to your wishes upon your death. Otherwise funds will be distributed according to state statute.

What should I do with my “other” Retirement and Supplemental Savings plan assets?

If you have a **457(b)** with your current or prior employer, a **403(b)** account with a prior employer, a **401(k)** or **Pension** with a prior employer you may wish to investigate the possible advantages of consolidating your assets.

There is no tax penalty to consolidate your prior retirement and supplemental savings assets into *The Wise Choice for Public Employees*. There may be fees imposed by your current vendor. Please contact IPPFA Benefits at 1-866-994-6312 or your account representative for personalized assistance on determining if consolidation of your current plans is in your best interest.

Some vendors require their paperwork in addition or instead of ours. We will help you with other company's paperwork.

Can I use these funds to buy “years” towards my pension?

Yes, this is called a permissive service credit. You may use both 457(b) and 403(b) fund for this purpose. It is a direct transfer to your governmental pension. If you want to pursue this, contact IMRF or your Pension Board to obtain a service purchase quote. Then call **IPPFA Benefits at 1-866-944-6312** to initiate the transfer of funds in the required amount.

The IPPFA Story

The IPPFA (Illinois Public Pension Fund Association) was founded in 1985 as a not-for-profit umbrella organization representing police and fire defined benefit retirement funds in the State of Illinois.

The Illinois Public Pension Fund Association's main function is the education and training of Police and Fire Pension Trustees as fiduciaries. In 1999, the Association surveyed the deferred compensation plans in the member jurisdictions and came to the conclusion that they generally:

- Were expensive
- Were Annuities
- Contained Contingent Deferred Sales Charges
- Lacked adequate disclosure of fees (e.g. “wrap” and administrative fees)
- Provided little field service to participants
- Provided little fiduciary help to employers
- Were a “hodgepodge” of retail investments
- Did not offer an Open Architecture option

The Association's response was to create a product which incorporated Best Practice plan design and pricing to help public sector employees, regardless of employer size, achieve greater retirement plan account balances. We achieved this by pooling the buying power of the IPPFA member communities with a single vendor under the watchful eye of an association of pension fiduciaries.

The IPPFA believes no employee should have less money at retirement due to the fact that they work for a small employer or because their employer has not performed due diligence in product selection.

By pooling the buying power of the association's membership, the IPPFA was able to negotiate a program that normally would require a single employer to have 50 million dollars in assets available to be deposited into the plan before the fee structure would be available. This, on average, has provided a fee saving nearly .80% annually when compared to the other individual annuity 457(b) plans employees are currently participating in.

After an exhaustive RFP process, IPPFA chose Transamerica Retirement Solutions as the Record keeper for the plan.

The IPPFA program has been designed at its basic structure with easy to understand materials. The IPPFA program has investment options for each type of investor. For those who want complete management, including asset allocation, the plan contains:

- The Asset Allocation Funds
- PortfolioXpress® (Target Maturity using the plan's own options)

For those who want to do their own asset allocation with funds selected by the IPPFA, the plan has core Diversified funds. The core Diversified Funds are asset class specific with multiple sub-advisor managers.

For the investor who wants to "do it themselves" the plan has the Schwab PCRA account which provides the investor the opportunity to move a significant portion of their fund balance to the Schwab platform with the availability of nearly 5,000 mutual funds and 200 Exchange Traded Funds.

THE WISE CHOICE FOR PUBLIC EMPLOYEES

- No Wrap Fees
- No Annuity Charges of any type
- No Contingent Deferred Sales Charges
- State of the art internet access
- The plan uses "pension style" investment funds, built around sound asset allocation and modern portfolio theory, in the core product PortfolioXpress® and the Asset Allocation Portfolios.
- Complete access to the broad mutual fund market for the sophisticated participant (Open Architecture with Charles Schwab)
- Full fee disclosure. Total fees are fully expressed in the investment ratio of each fund. Participants do not have to search for additional fees they pay
- The pricing runs up to 1.55% (annual asset charge on balance)
- A "Hold Harmless" to the plan sponsor for all delegated fiduciary responsibilities
- On Demand face to face service.

Brandon Blough
Anthony Longo
Brandon Erbe
Toby Gill
Debby Karton

217-306-2041 (cell) – Springfield and Downstate
312-218-4445 (cell) – South Suburban Chicago Area
815-262-1516 (cell) – Rockford and surrounding area
815-666-0041 (cell) – Aurora, Naperville and surrounding area
847-922-1191 (cell)

PLAN COSTS CAN MAKE A DIFFERENCE!

Astute investors consider total fees an important criterion in selecting investment providers. To adequately compare the fees on your Supplemental Savings options (403(b) & 457(b)), you may wish to do a total fee analysis by:

- Finding out if the plans or investments under consideration have fees other than those calculated as part of the expense ratio on the investment(s)
- Add that number, if any, to the expense ratio on the investment(s) to determine Total Expenses
- Determine if there is a "fee differential" in your options and make a judgment if there is value received for that differential in performance, additional contract features or service.

Many Supplemental Savings do not build their plan operational costs into the expense ratios on the investments. They may have additional fees. These are generically referred to as "wrap fees" and they may include one or more of the following charges*:

- Administrative Fee
- Variable Expense Charge
- Actuarial Risk Charge
- Mortality and Expense Charge
- Mortality and Administration Charge

These charges are taken out daily in the calculation of unit values and cannot be seen on a statement. The disclosure may be in the master contract, prospectus or other disclosure material and can be hard to find.

HOW MUCH COULD A "FEE DIFFERENTIAL" AFFECT MY ACCOUNT BALANCE**?

New Employee contributing \$2,000 per year over time period stated

TOTAL FEE DIFFERENCE	AFTER 5 YEARS	AFTER 15 YEARS	AFTER 20 YEARS	AFTER 25 YEARS	AFTER 30 YEARS
.25%	\$77.53	\$1,167.21	\$2,732.87	\$5,664.87	\$10,890.18
.50%	\$154.58	\$2,770.05	\$5,378.88	\$11,097.94	\$21,233.19
.75%	\$231.15	\$3,422.09	\$7,970.84	\$16,308.91	\$31,057.18
1.00%	\$307.24	\$4,510.97	\$10,421.47	\$21,307.08	\$40,388.83
1.25%	\$382.86	\$5,574.95	\$12,823.42	\$26,101.37	\$49,253.46
1.50%	\$458.01	\$6,614.59	\$15,149.24	\$30,700.32	\$57,675.09

Existing Employee: \$35,000 balance - \$4,000 per year contribution

TOTAL FEE DIFFERENCE	AFTER 5 YEARS	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS	AFTER 25 YEARS
.25%	\$115.06	\$795.14	\$2,334.36	\$5,465.58	\$11,329.41
.50%	\$309.15	\$1,578.89	\$4,615.27	\$10,757.44	\$22,195.22
.75%	\$469.29	\$2,351.41	\$6,843.97	\$15,881.20	\$32,616.84
1.00%	\$614.47	\$3,112.87	\$9,021.67	\$20,842.32	\$42,612.88
1.25%	\$765.70	\$3,863.42	\$11,149.56	\$25,646.08	\$52,201.17
1.50%	\$915.99	\$4,603.21	\$13,228.78	\$30,297.58	\$61,398.79

ASSUMPTION: Underlying annual fund yield is 8%** (net of fund management expenses) compounded over the periods shown.

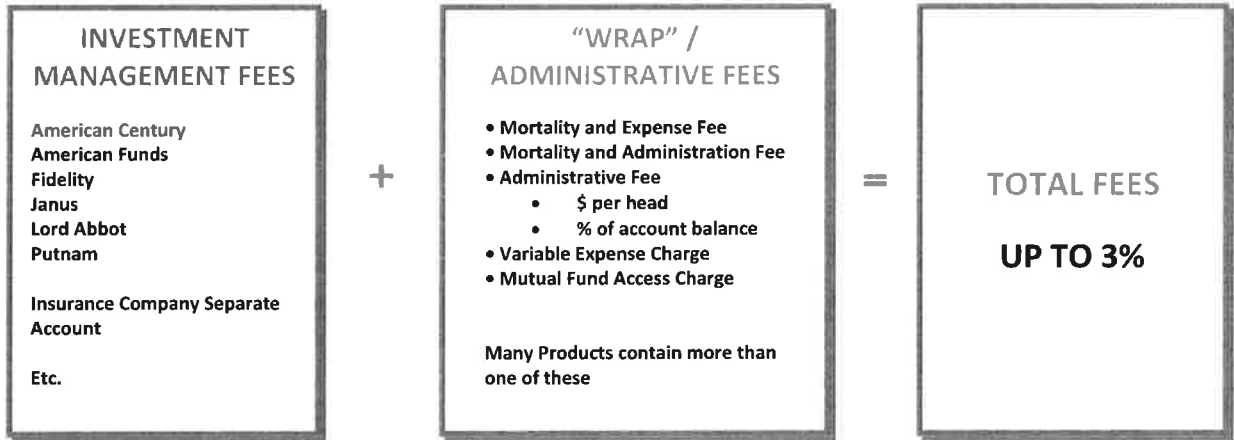
THERE ARE NO FEES IN THE IPPFA SUPPLEMENTAL SAVINGS PROGRAM OTHER THAN THE FUND EXPENSES SHOWN IN THIS BOOKLET!

* Source: Aegis Advisors Market Overview Report to the IPPFA Board dated April 2000 (revised Feb, 2009)

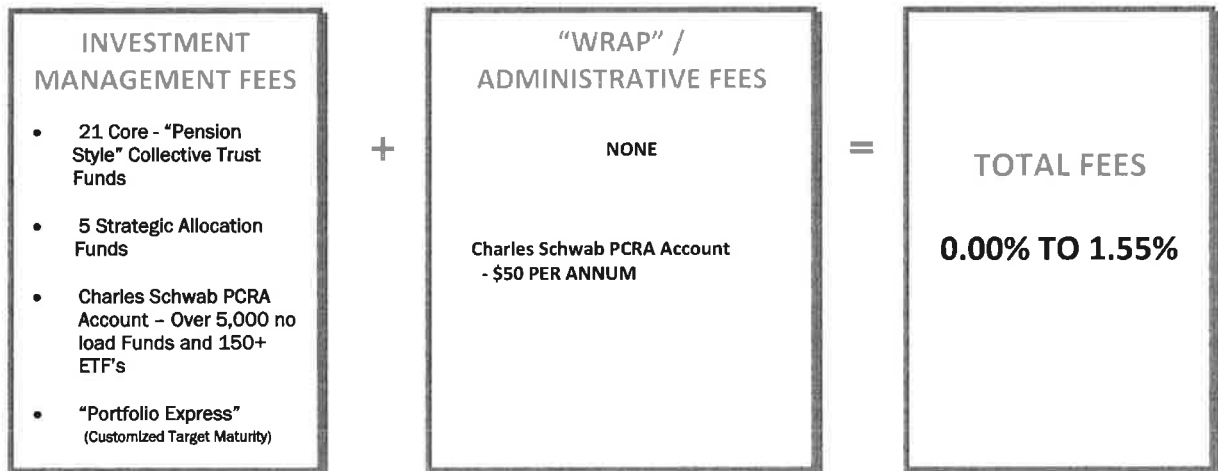
** The costs and annual fund yield are hypothetical and illustrative only. They are not representative of any actual client or of a specific investment product or strategy.

INVESTMENTS BUILT FOR RETIREMENT AND SUPPLEMENTAL SAVINGS PLANS!

Typical Annuity or Collective Trust Product



IPPFA Plan with Transamerica



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 10, 2017

RE: AUTHORIZATION FOR CHANGES IN THE ADS CONTRACT

When this has been provided to the Village Board for approval, the contract at the Maintenance Facility resulted in a savings due to the incorporation of new radio technology. However, the proposal provided did not include all of the necessary services. What had formerly been \$48.09 per month is actually \$101.15 per month due to the ADS alarm service including Fire alarm service, fire testing, as well as alarm monitoring.

The other locations were provided correctly. It is necessary to proceed with this contract in order to have adequate building coverage at the Public Works Maintenance garage. Despite the increase, this 3-year contract still provides the best means of getting the necessary monitoring.

Recommendation:

Authorize Mayor Halliday to enter into the amended contract for alarm servicing with Alarm Detection Services for the Maintenance Facility.

SECURITY SYSTEM AND SERVICES AGREEMENT



Alarm Company ("Alarm Co"):
Alarm Detection Systems, Inc.
1111 Church Road · Aurora, IL 60505-1905
630.844.6300 · IL License #27-000143

Subscriber ("Sub"):

#34593
Village of Coal City
Maintenance
820 N. Broadway
Coal City, IL 60416

Alarm Co agrees to furnish Sub with installation as described and services as checked, and provide any other Alarm Co services upon request at established rates. Radio transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall remain with Alarm Co, or transfer to Sub upon full payment of the purchase price.

MONITOR: BURGLAR ALARM FIRE ALARM HOLDUP OTHER _____

AT CENTRAL MONITORING STATION ("CS") ALARM Co UL/FM CS OTHER CS _____

SIGNALING FROM SUB TO CS IS: DIGITAL INTERNET RADIO CELLULAR OTHER _____

OPENING/CLOSING CONTROL OF SYSTEM OPENING/CLOSING, LOG ONLY SUB ACCESS TO ACTIVITY REPORTS

PARTS AND LABOR REPAIR SERVICE: BURGLAR FIRE CCTV CARD ACCESS OTHER Radio

BILLABLE T & M REPAIR SERVICE ON REQUEST: BURGLAR FIRE CCTV CARD ACCESS OTHER _____

FIRE TESTING: MO. QTRLY SEMI-ANNUAL ANNUAL RUNNER SERVICE INSTALL ONLY

Sub shall pay Alarm Co the sum of (\$ 0.00) Dollars, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of (\$ 101.15) Dollars per month, payable quarterly in advance. A late payment charge of 1 1/2% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%. Monthly charges may be prorated to coincide with standard periods.

System Description

Install a fire-rated radio.
 Connect the radio to the existing fire alarm control panel.
 Provide 24-hour supervised monitoring of all full fire and fire trouble signals at our UL listed Central Station.
 Provide a submittal to the Village of Coal City. Review and/or permit fees are unknown at this time, and will be an additional cost to the subscriber.
 Provide a final acceptance test with the Coal City Fire Department.
 Provide 24-hour, full parts and labor repair service on the fire alarm and the AES radio.
 Provide annual fire alarm testing of all existing fire alarm devices.

ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING PAGES

ADDITIONAL TERMS AND CONDITIONS

1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wire, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.
2. Sub will provide access to premises to Alarm Co for installation of System or service. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.
3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. Required Service: Police agencies require repair of Systems which cause false dispatches. When Alarm Co takes over rendering services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.
4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and Internet service may be adversely affected by line cut, internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.
5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the AHJ. The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make calls to Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other authority having jurisdiction (AHJ). CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.

6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Runner is not providing an armed or unarmed guard or policing function and has no duty to attempt to apprehend unauthorized people.

7. Sub hereby agrees that Alarm Co shall have the right to modify the charges at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to pay such increase and notifies Alarm Co in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of increase will constitute Sub's consent to the increase, and all other terms and conditions of this Agreement shall remain in full force and effect.

8. Sub authorizes Alarm Co to investigate its credit, employment, income history and references. Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.

9. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.

10. Sub shall not permit any person or persons to attach any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.

11. LIMITATION OF LIABILITY It is understood and agreed: That Alarm Co and its directors, officers, shareholders, agents, assigns, employees, or independent contractors providing portions of the installation or services for Sub (including, but not limited to, signal carriers, telephone companies, municipal agencies, monitoring providers), all hereinafter referred to as "Others," are not an insurer; that insurance covering all loss, damage, and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by Sub; that payments provided for herein are based solely on the value of System and services as set forth herein and are unrelated to the value of Sub's property or property of others located on Sub's premises; that Alarm Co and Others make no guarantee, representation or warranty, including any implied warranty of merchantability or fitness that System or services supplied may not be compromised or circumvented, or that System or services will in all cases provide signaling, monitoring and response for which it was intended; that Sub is not relying on Alarm Co's skill or judgment in selecting or furnishing a System or service suitable for any particular purpose.

Sub understands and agrees that the liability of Alarm Co and Others for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to execution of this Agreement due to improper installation, operation or non-operation of System or services (including, without limitation or example, communications equipment or services necessary to transmit to or receive any data at the CS) is expressly limited as set forth herein. Should there arise any liability on the part of Alarm Co or Others for any damages of any kind, including, without limitation, economic losses, personal injury, death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree (including gross negligence) of Alarm Co or Others including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of 10% of the annual service charge or \$2,000.00, whichever is greater, collectively for Alarm Co and Others, as liquidated damages and not as a penalty as Sub's exclusive remedy.

In the event that Sub wishes Alarm Co or Others to assume greater liability, Sub may, as a matter of right, obtain from Alarm Co a higher limit by paying an additional amount proportionate to the increase in exposure assumed by the Alarm Co, but Sub expressly and explicitly acknowledges that such additional sum(s) paid and obligation(s) undertaken shall in no event make Alarm Co or Others insurers. This limitation of liability covers all Alarm Co supplied equipment and services, including monitoring, at all of Sub's locations. Sub acknowledges that additional premises protection and a higher level of security for alarm signal transmission to the CS is available at additional cost to Sub.

12. INDEMNIFICATION If anyone other than Sub asks Alarm Co or Others to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the System or services, (ii) Alarm Co's or Other's own negligence, (iii) any other improper or careless activity of Alarm Co or Others in providing the System or services or (iv) a claim for indemnification or contribution, Sub will repay, respectively, to Alarm Co or Others (a) any amount which a court orders Alarm Co or Others to pay or which Alarm Co or Others reasonably agree to pay, and (b) the amount of Alarm Co's or Other's reasonable attorney's fees and any other losses and costs that Alarm Co or Others may pay in connection with the harm or damages. Sub's obligation to repay Alarm Co or Others for such harm or damages shall not apply if the harm or damages happens while one of either Alarm Co's or Other's employees or subcontractors are in or about the protected premises, and such harm or damages is solely caused by that employee or subcontractor. Sub hereby releases Alarm Co and Others for losses, damages and expenses (i) covered by Sub's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Sub's insurance, and (iv) due to underinsurance.

13. WAIVER OF SUBROGATION Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.

14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub construction-type contract or purchase order is subject to the terms and conditions of this Agreement. Alarm Co may assign this Agreement without prior notice or consent of Sub; however, Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. **The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action.** In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.

IT IS UNDERSTOOD AND AGREED THAT IF ANY AUTHORITY HAVING JURISDICTION REQUIRES ANY CHANGES AND/OR PERMIT FEES TO THE ABOVE SYSTEM, IT WILL BE AT ADDITIONAL EXPENSE TO THE SUB. three (3)

THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

SUB ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ABOVE INCLUDING THE LIMITATION OF LIABILITY (PAR. 11), INDEMNIFICATION OF ALARM CO (PAR. 12) AND WAIVER OF SUBROGATION (PAR. 13) ARE MADE PART OF THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE HEREIN.

By: _____
Authorized Representative — Alarm Co

Sub Signature Date

Approved _____
Officer — Alarm Co

Sub Printed Name

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 10, 2017

RE: AUTHORIZATION FOR PURCHASE OF NEW COPIER SERVICES

Last year and this fiscal year's budget included a new copier unit for Village Hall. The last copier lease had been fully paid over two years ago leaving the unit within village hall to be owned, but receives regular maintenance. The prior unit had been moved to the Police Department. The recent failure of the copier within PD necessitates the review of the current copier management. Bids were received of three copier companies for lease/purchase of copiers at either or both locations. The lowest responsive bidder was McGrath Office Equipment of Morris.

McGrath's lease would allow the village hall to receive a new copier unit with the same capability of the existing unit. At the same time, PD would receive a new refurbished unit without any increase in monthly lease cost. This proposal cost less than either of the proposals from the other two vendors. One of the options was to replace only the PD's copier with a smaller but new unit with more capability, but the McGrath option provides the most value. The copier at PD is no longer serviceable and parts cannot be ordered; while the unit at village hall remains useful its maintenance has increased and is no longer under warranty.

The lease for the Sevin Copier from McGrath has been requested in order to allow for proper legal review. In order to replace these units, this item has been added to the agenda pending legal review. The 60-month lease will replace both units for \$179 per month with copies being billed at \$.0075/page for B&W and \$.055/page for color.

Recommendation:

Authorize Mayor Halliday to enter into a lease contract with McGrath Office Equipment for copier services pending legal review of the lease terms.



815/942-4173
Fax: 815/942-8103

416 Liberty St.
Morris, IL 60450

May 5, 2017

Savin Copier Proposal for
Village of Coal City
515 S. Broadway
Coal City, IL 60416
Attn: Kristi Wickiser

Dear Kristi:

This writing is to provide you with current pricing on the Savin C4504 color imaging system that I recommend as a replacement for the Canon C5045 presently in use at your Village Hall offices.

Savin C4504 Digital Imaging System

45 pages per minute color and black & white
550/550/550/550/100 sheet paper feeds
220-sheet Single Pass Document Feed
10.1" Smart Operation Panel
Heavy Duty Stapling Finisher
Network Printing, Scanning, and Faxing
25-400% reduction and enlargement
Document Server

Purchase option

\$8,995 includes delivery, installation, training, and one-hour network IT installation support

FMV Lease Option

\$179 per month based on a 60-month lease

Service

All parts, labor, and toner for this system will be billed \$.0075 per black & white page and \$.055 per color page

Other

We will include a reconditioned Savin C3502 (just like system above, but 35 pages per minute) at no additional charge for the Police Dept---you will just be billed the same service rate as above for the actual pages made on this system

Sincerely,



Chris Borgstrom
McGrath Office Equipment, Inc.