

8. Ordinance 17-17 Reauthorization of Centrue Bank Borrowing
for Central Dispatch Equipment

9. Resolution 17-07 Authorizing Mayor Halliday to enter into an
Intergovernmental Agreement with the Coal City
Public Library District for Health Insurance
Benefits

10. Report of Mayor

11. Report of Trustees: S. Beach
 T. Bradley
 J. Wren
 D. Greggain
 R. Bradley
 N. Nelson

12. Report of Village Clerk

13. Report of Village Attorney

14. Report of Village Engineer

15. Report of Chief of Police

16. Report of Village Administrator

17. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 24, 2017

RE: ADOPTION OF LEASE FOR THE SEWER/VAC PURCHASE

The Village Board approved the purchase of a new sewer/vac truck within this year's fiscal budget via a lease. The terms of this lease are provided within the Ordinance with Tax-Exempt Leasing Corporation who currently hold the lease for the final purchase of the water meters that are being installed throughout town. The village shall own the Sewer/Vac Truck after 5 payments of \$90,632 beginning with the next fiscal year.

Also included is the Village Attorney's ability of the Village to enter into the revised lease agreement with the leasing agency.

Recommendation:

Adopt Ordinance No. ____: Entering into a Lease with Tax-Exempt Leasing for the Purchase of a Sewer/Vactor truck

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE AUTHORIZING THE LEASE AND EVENTUAL ACQUISITION FOR PUBLIC PURPOSES OF A VACTOR COMBINATION SEWER CLEANER BY THE VILLAGE OF COAL CITY AND PROVIDING FOR THE FINANCING OF SUCH ACQUISITION BY ADDING SAID EQUIPMENT AS SCHEDULE NUMBER 02 TO THE MASTER LEASE PURCHASE AGREEMENT DATED NOVEMBER 24, 2014 BETWEEN THE VILLAGE AND TAX-EXEMPT LEASING CORP., AND AUTHORIZING THE EXECUTION OF ASSOCIATED DOCUMENTATION

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 LEASE AND EVENTUAL ACQUISITION FOR PUBLIC PURPOSES OF A VACTOR COMBINATION SEWER CLEANER BY THE VILLAGE OF COAL CITY AND PROVIDING FOR THE FINANCING OF SUCH ACQUISITION BY ADDING SAID EQUIPMENT AS SCHEDULE NUMBER 02 TO THE MASTER LEASE PURCHASE AGREEMENT DATED NOVEMBER 24, 2014 BETWEEN THE VILLAGE AND TAX-EXEMPT LEASING CORP., AND AUTHORIZING THE EXECUTION OF ASSOCIATED DOCUMENTATION

WHEREAS, the Village of Coal City (the “Village”) is an Illinois non-home rule municipal corporation organized and operating pursuant to authority granted by the Constitution and Laws of the State of Illinois; and

WHEREAS, the Village is authorized by Section 11-61-3 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, to lease personal property for public purposes pursuant to contracts which provide for the consideration to be paid at stated intervals for a period of up to twenty (20) years; and

WHEREAS, the Village President and Trustees (the “Corporate Authorities”) hereby find and determine that a true and very real need exists for the acquisition of a 201_Vactor 2112 Plus mounted on an International 7500 Tandem Axle Chassis (the “Equipment”) as is more particularly described on Exhibit A of Schedule 02 dated as of May 24, 2017 (Schedule 02, inclusive of all exhibits thereto, shall be hereinafter referred to as the “Schedule”) to the Master Lease Purchase Agreement dated as of November 24, 2014 between the Village of Coal City and Tax-Exempt Leasing Corp. (the “Agreement”); and

WHEREAS, the Corporate Authorities have found and determined that the Agreement and Schedule, substantially in the form affixed hereto as Exhibit 1, are in the best interests of the Village for the acquisition of such Equipment, and the Corporate Authorities hereby conclude

that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to enter into the Agreement and Schedule;

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. Enactment.

A. Approval and Authorization.

1. The Corporate Authorities have determined that the Agreement and Schedule, substantially in the form attached hereto as Exhibit 1, are in the best interests of the Village and hereby approve the entering into of the Agreement and Schedule by the Village and hereby authorize, approve, and direct Village President Terry Halliday to execute and deliver the Agreement and Schedule on the Village's behalf with such changes thereto as such person deems appropriate and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. By so authorizing and directing, the Corporate Authorities designate Village President Terry Halliday as an authorized individual with lawful right, power and authority to execute the Agreement and

Schedule on behalf of the Village and that upon such execution, the Agreement and Schedule will constitute the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

2. In addition to the authorized individual above, the Corporate Authorities of the Village further authorize Village Administrator Matthew T. Fritz (“Fritz”) and Village Treasurer Kristi Wickiser (“Wickiser”) to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate. By so authorizing, the Corporate Authorities designate Fritz and Wickiser as authorized individuals with lawful right, power and authority to execute such Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate on behalf of the Village and that upon such execution, said documents shall become the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.
3. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal to the Agreement and Schedule and to attest the executed Agreement following the Village President’s signature. The Village Clerk shall be further authorized and directed to certify any document, including without limitation the Ordinance *sub judice* or such other instrument as may be acceptable to Tax-Exempt Leasing Corp., to evidence the adoption by the Corporate

Authorities of an enactment authorizing entry into the Agreement and the Schedule.

4. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Manager, Village Attorney and Village Treasurer to execute and deliver such documents, and undertake such additional tasks as may be necessary or convenient to carry out the intent of this Ordinance and consummate the lease of the Equipment.

SECTION 3. Resolution of Conflicts. All ordinances or parts of 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:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

Exhibit 1

Master Lease Purchase Agreement dated as of November 24, 2014 between the Village of Coal City and Tax-Exempt Leasing Corp. and Schedule No. 02 dated as of May 24, 2017

(ATTACHED ON FOLLOWING PAGES)

May 24, 2017

Tax-Exempt Leasing Corp.
203 E. Park Avenue
Libertyville, IL 60048

Re: Master Lease Purchase Agreement dated as of November 24, 2014, between Tax-Exempt Leasing Corp. (Lessor) and Village of Coal City (Lessee) [the "Agreement"] and Schedule No. 02 thereto dated as of May 8, 2017 (the "Schedule").

Ladies and Gentlemen:

As legal counsel to the Village of Coal City ("*Lessee*"), I have examined the above-captioned Agreement and Schedule (cumulatively, the "*Lease*") and such other opinions, documents and matters of law, as I have deemed necessary in connection with this Lease. Based on the foregoing, I am of the following opinions:

1. Lessee is a duly organized political subdivision of the State of Illinois within the meaning of Section 103 the Internal Revenue Code of 1986, as amended (the Code), or a constituted authority authorized to issue obligations on behalf of the State of a political subdivision thereof within the meaning of the treasury regulations promulgated under the Code.
2. Lessee has the requisite power and authority to purchase the equipment identified in Exhibit A to the Schedule (the "*Equipment*") and to execute and deliver the Lease and to perform its obligations under the Lease. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
3. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
4. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment. All capitalized terms herein shall have the same meaning as in the foregoing Agreement.

May 24, 2017

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5. The above opinion is for the sole benefit of the Lessor listed above and can only be relied upon by the Lessor or any permitted assignee or sub assignee of Lessor under the Lease.

In rendering this opinion, I have relied upon certifications of the Lessee with respect to certain material facts within Lessee's knowledge. My opinion represents my legal judgment based upon my review of the law and the facts that I deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and I assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention or any changes in law that may hereafter occur.

Sincerely yours,

Mark R. Heinle

4835-9085-4216, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 24, 2017

RE: DISPOSAL OF COPIERS AND THE EXISTING SEWER/VACTOR TRUCK

At the Village Board Meeting, entering a new lease to replace the obsolete copier technology was approved due to its overall cost being less than keeping both copiers under warranty at Village Hall and the police Department. These copier units have been included within the ordinance to allow them to be sold on the internet; these units may prove to be an improvement for a local non-profit, however, a receiver of such equipment has not been identified unless the Board desires to make such an offer.

In addition to the copiers, the Village Board has approved the purchase of a Sewer/Vactor Truck within the current budget. After receiving approval, the current lease with Tax-Exempt Leasing Corp. has been modified to include the purchase of this equipment; this company currently holds the lease for the water meters being replaced throughout the community. The Village's used Sewer/Vac Truck will most likely be sold with a resaler, which is estimated to be able to receive in excess of \$20,000 for the sale of the existing equipment. This revenue had previously been budgeted to assist with the purchase of a used roller.

Recommendation:

Adopt Ordinance No. _____: Disposing of Certain Personal Property as Surplus

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 17-___

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN
ITEMS OF PERSONAL PROPERTY

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

VILLAGE OF COAL CITY

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN
ITEMS OF PERSONAL PROPERTY**

WHEREAS, the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4, grants municipalities, with a population less than 500,000, the authority to dispose of personal property it determines by a simple majority of the corporate authorities to be no longer useful and necessary; and

WHEREAS, the President and Board of Trustees of the Village of Coal City find that continued Village ownership of the 1999 International Sewer/Vactor Truck, which has outlived its useful life, VIN # 1HTGBADR3XH663617, is no longer useful or necessary; and

WHEREAS, the President and Board of Trustees of the Village of Coal City find that continued Village ownership of the copier/scanner/printer equipment within the Police Department, i.e. a Canon Image Runner 3570, and the unit within Village Hall, i.e. a Canon Image Runner C5045 is no longer useful or necessary.

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

Section 1. Recitals. The above recitals are incorporated herein by this reference as if specifically stated in full.

Section 2. Disposition of Property. That the Village Administrator for the Village of Coal City is hereby authorized to dispose of the aforementioned personal property.

Section 3. Repeal & Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

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

SO ORDAINED this _____ day of _____, 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

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: May 24, 2017

RE: ADDING COAL CITY PUBLIC LIBRARY EMPLOYEES TO THE IPBC

Back at the Regular Board Meeting of January 25, 2017, the Village Board discussed allowing other entities to enjoy some of the benefits of entering into health insurance via self-insured health insurance within the Illinois Personnel Benefits Consortium (IPBC), which is the means by which Coal City provides its health insurance for its full-time employees. This was shared with a few local governmental entities and the Coal City Public Library would like to gain access at this time through the proposed intergovernmental agreement.

After reviewing the proposed agreement, the Coal City Public Library District requested the Village provide at least 15 days' notice prior to any plan changes. Please recall under this agreement, any other entities shall simply enjoy access to health insurance, but do not have any means of implementing program changes; thus, it was requested should the village implement changes, such as a deductible increase, notice be provided.

The Public Library's current policy year does not run out until the end of the current year, however, the ability to join IPBC allows them to make a smooth transition as we setup our first account to automatically make its monthly premium payments, etc.

Recommendation:

Adopt Resolution No. ____: Entering into an Intergovernmental Agreement with the Coal City Public Library District Providing Terms through which the Library District may Gain Access to IPBC Health Insurance Benefits.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT TO ALLOW THE COAL CITY PUBLIC LIBRARY DISTRICT ACCESS TO HEALTH INSURANCE COVERAGE FOR ITS EMPLOYEES

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

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

WHEREAS, 5 ILCS 220/2, defines a public agency as “any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement”; and

WHEREAS, the Village is currently part of the Intergovernmental Personnel Benefits Cooperative (“IPBC”) through the Eastern Will Benefits Cooperative (“EWBC”); and

WHEREAS, the Village and the Entity seek to have the Entity listed as a covered unit of local government under the Village in order for the Entity’s employees to participate in the IPBC through EWBC, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Village health insurance coverage will be more effective and economical for the Entity and will reduce the overall cost to the taxpayers of the Entity; and

WHEREAS, the Coal City Village Board of Trustees has determined that it is reasonable, necessary and in the best interest of the residents of the County of Grundy to approve and execute the attached “*Intergovernmental Agreement Between the Village of Coal City and the Coal City Public Library District to Allow Access to Health Insurance Coverage for Coal City Public Library District Employees.*”

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:

1. The “*Intergovernmental Agreement Between the Village of Coal City and the Coal City Public Library District to Allow Access to Health Insurance Coverage for Coal City Public Library District Employees,*” attached hereto is hereby approved and ratified in all respects.

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT TO ALLOW THE COAL CITY PUBLIC LIBRARY DISTRICT
ACCESS TO HEALTH INSURANCE COVERAGE FOR ITS EMPLOYEES**

2. This resolution shall be effective from and following its passage and approvals required by law.

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, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF COAL CITY
AND THE COAL CITY PUBLIC LIBRARY DISTRICT TO ALLOW ACCESS TO
HEALTH INSURANCE COVERAGE FOR COAL CITY PUBLIC LIBRARY DISTRICT
EMPLOYEES**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and between the Village of Coal City (hereinafter "Village") and the Coal City Public Library District (hereinafter "Entity") this _____ day of _____, 2017, to allow health insurance coverage for the Entity's employees.

RECITALS

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

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

WHEREAS, 5 ILCS 220/2, defines a public agency as "any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement"; and

WHEREAS, the Village and the Entity are all units of local government within the Counties of Grundy and Will, Illinois; and

WHEREAS, the Village is currently part of the Intergovernmental Personnel Benefits Cooperative ("IPBC") through the Eastern Will Benefits Cooperative ("EWBC"); and

WHEREAS, the EWBC Combined Agreement and Bylaws ("EWBC Bylaws") provide that the Village, as a member of the EWBC, may add listed entities to receive benefits as defined in the EWBC Bylaws, subject to approval of the listed entities by a two-thirds (2/3) supermajority vote of the entire membership of the EWBC Board of Directors; and

WHEREAS, the Village and the Entity seek to have the Entity listed as a covered unit of local government under the Village in order for the Entity's employees to participate in the IPBC through EWBC, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Village health insurance coverage will be more effective and economical for the Entity and will reduce the overall cost to the taxpayers of the Entity.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements contained within this agreement, the Village and the Entity agree as follows:

1. **Incorporation of Preambles.** The foregoing Recitals are hereby incorporated herein as is fully set forth herein.
2. **Term.** The Term of this Agreement shall commence on December 1, 2017, and shall terminate as of the first to occur of: (i) the end of the then-current fiscal year of the EWBC following receipt of one hundred twenty (120) days written notice to the other Party of the termination of this Agreement, (ii) the termination of the EWBC, (iii) the termination of the IPBC, (iv) the EWBC declining to permit the Village to remain a part of the EWBC, (v) the IPBC declining to permit the EWBC to remain a part of the IPBC, or (vi) the EWBC declining to permit the Entity to remain as a listed entity of the Village.
3. **Health Insurance.** Subject to the approval of the EWBC as provided in the EWBC Bylaws, the Village shall list the Entity as a listed entity to the Village's membership in the EWBC in order for the Entity's employees to participate in the IPBC through the EWBC in accordance with the same benefit eligibility rules as are applicable to the Village's employees. The Entity shall provide all information requested by the Village and the Village shall submit all required information to the IPBC for the Entity employees to be covered for health insurance through the IPBC. The Village reserves the right to change plans, benefits, coverage levels, deductible, and related annually for the Entity employees which will be the same as Village's employees. The Village and the Entity understand and agree that the Village shall be the sole member of the EWBC and that Entity shall not be a member of the EWBC, but that the Entity shall be responsible for and subject to all of the costs, expenses, liabilities, obligations and conditions imposed upon the Village as a result of the Entity being listed as a listed entity under the Village's EWBC membership.
4. **Payment.** The Village agrees to pay premiums to the IPBC on behalf of the Entity. In order to reimburse the Village for the burden of administering additional accounts, the Entity shall remit an additional 2% (allowable administrative rate to provide COBRA [Consolidated Omnibus Budget Reconciliation Act health benefit provisions in 1986] benefits) of the premium expense on a monthly basis.

The Entity agrees to establish an ACH for the Village to draw funds for 102% of the premium payment on or about the 25th of each month prior to the premium being due to the IPBC. If there is a change in premium, then the Entity shall change the ACH to account for the new monthly premium plus an additional 2% of the modified premium to cover the Village's administrative expenses. Upon execution of this Agreement, the Entity shall provide the Village with a check in the amount of thirty (30) days of initial premiums for the Entity employees to be held as escrow in the event of insufficient funds, non-payment, or delayed payment.

5. **Meeting.** The Village agrees to meet with the Entity Annually, no later than one hundred thirty-five (135 days) prior to renewal. At this meeting the Entity shall be informed of changes to plans, benefits, coverage levels, deductible and related writing. If the Village does not provide this meeting the Entity has the right to cancel coverage at renewal without the one hundred twenty (120) days notice.
6. **Termination.** Upon termination of the Agreement, the Village shall return any unused portion of the initial escrow to the Entity of the Entity shall pay for any premiums paid by the Village but not reimbursed by the Entity if a balance remains owing after applying the initial escrow to the unreimbursed amount.
7. **Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its governing Board, members, employees, agents, representatives and volunteers, in their individual and official capacities (collectively, "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by one or more of the Indemnitees and arising from, incident to, connected with or growing out of the performance of this Agreement or for any wrongful or negligent act or omission of the indemnifying Party, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "Indemnitor"), acting within the scope of their authority and related to the performance of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Indemnitees would otherwise have. Each Party shall similarly protect, indemnify and hold and save harmless the other Party, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of the breach of any of its obligations under the Agreement. The rights and obligations of this Subsection 7 shall survive the termination of this Agreement.
8. **Remedies.** Except where a particular remedy is specified in this Agreement for a specific default, the non-defaulting Party shall be entitled to pursue any one or more of the following: (a) declare the any outstanding amount due and owing under the terms of this Agreement immediately due and payable, (b) commence legal proceedings to recover the amounts due and owing under the terms of this Agreement, (c) pursue legal proceedings to recover damages as a result of the default, and (d) pursue any other remedy available in law or equity, including the right to specific performance. 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.

9. **Amendment.** This Agreement may be amended at any time by mutual agreement of the Parties; provided however, that before any amendment, a resolution of each of the Parties must be passed.
10. **Notice.** This Agreement may be cancelled and terminated upon thirty (30) days written notice to the other party by the party wishing to terminate. Such written notice of termination and all other notices hereunder shall be in writing and shall be mailed by certified mail with return receipt requested to:

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

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

Coal City Public Library District, [Address listed here](#)

With a Copy To:

11. **Miscellaneous.**

- A. The parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution of this Agreement, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any Party because that Party's attorney drafted this Agreement or any part hereof.
- B. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Illinois.
- C. The Parties represent, warrant and agree that each is a duly organized and existing local government entity, that each has taken all necessary corporate and legal action to authorize the execution, delivery and performance of this Agreement and that the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts or agreements to which it is a party.
- D. The parties agree that this Agreement contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all parties hereto following the requisite approval and authorization of the respective public bodies.

- E. If any portion of this Agreement is deemed void, voidable or unenforceable, such portion shall be severed from this Agreement and the remainder of the terms in this Agreement shall remain in full force and effect.
- F. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.
- G. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the Village of Coal City and the Coal City Public Library District, by appropriate ordinance or resolution duly adopted, have caused this agreement to be executed and attested by their respective officers the day and year first above written, with a copy of the Ordinance or Resolution authorizing execution by each Party being attached hereto.

APPROVED:

Village of Coal City

Terry Halliday, Mayor

ATTEST:

Pamela M. Noffsinger, Clerk

APPROVED:

Coal City Public Library District

By: _____

Its: _____

ATTEST:

Coal City Police Department
Weekly Summary of Activities
Thursday 05-04-17 – Wednesday 05-10-17

During this period, there were 44 calls for service, 16 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

05-05-17 at 10:14 AM, Police responded to an E. 5th St. for a criminal damage to property report. The complainant stated someone hit his mailbox with their vehicle. Police observed minimal damage.

05-06-17 at 10:49 PM, Police responded to an E. Park St. residence for a domestic disturbance call. Upon arrival, police observed the male party was intoxicated. Police stood by while the female secured the children into her vehicle and she left for the evening.

05-09-17 at 6:54 PM, Police responded to a Hunters Run residence for a dispute between two neighbors. Police arrived and spoke with two female subjects who both had conflicting stories about the incident. Due to lack of evidence and no unbiased witnesses, the complainant was advised a report would be forwarded to the states attorney's office for their review. The complainant stated she just wished for the other party to be advised not to come on her property again.

Arrest Summary

Speeding	6
Passed School bus	1
Failure to Yield	3
Disobeying a Traffic Control Device	1
Operating an Uninsured Motor Vehicle	2
Inoperable / Unlicensed Vehicle	1
Improper Turn	1