

7. Resolution 18-02 Demolition Notice-Dangerous Structures
95 E. Oak Street & 695 S. Kankakee Street
8. Resolution 18-03 Approving Settlement Agreement Between
Coal City, Diamond, Gendell Partners, LLC and
Scaggs Development Corp.
9. Request to Purchase Two Police Fleet Cars
10. Authorize Mayor to enter into a Contract for Park Entertainment
 "Felix & Fingers-Dueling Pianos"
11. South Broadway Construction Update-Steve Sugg
12. Report of Mayor
13. Report of Trustees: S. Beach
 T. Bradley
 J. Wren
 D. Greggain
 R. Bradley
 N. Nelson
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
18. Report of Village Administrator
19. Executive session to discuss Police Chief Contract and Wage Adjustment
 per ILCS 120/2(c)(1)
20. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 24, 2018

RE: CORNER SIDE YARD VARIANCE – 1179 BLACK DIAMOND DR.

New residents of this duplex, Mr. & Mrs. Henline, would like to place a fence along the sidewalk on the south side of their residential unit. The fence constructed within the corner side yard would extend the planned usable recreational space of the rear yard. The sidewalk is constructed 27' away from their residential unit meaning a full 25' variance would keep 2' between the fence and the sidewalk. The owners upon placing a 6' tall white PVC fence to eliminate the need for maintenance on the material. This improvement upon the property would not interfere with the required sight triangle at the intersection of Black Diamond & Spring Roads.

The Zoning Board of Appeals considered this variance at its last meeting. Its adoption was recommended to the Board of Trustees unanimously. No one side from the petitioners attended the public hearing to speak for the variance consideration.

Recommendation:

Adopt Ordinance No. _____: Granting a Variance to Construct a 6' tall fence within the corner side yard at 1179 Black Diamond Dr.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Doug and Debra Wenline
Address: 1179 Black Diamond Phone number: 815-210-5090 815-955-3628

Owner represented by: Self Attorney

Contract purchaser _____ Other agent _____

Agents name _____ Phone number: _____

Address: _____

Existing zoning: _____ Use of surrounding properties: North _____ South _____

East _____ West _____

What zoning change or variance: (specify) Constructing a fence
in a corner side yard.

To allow what use Privacy and safety of dog

Tax number of subject property: _____

Common address of property: 1179 Black Diamond Dr. Coal City

Parcel dimensions: 66 x 130 Lot area (sq. ft.) 8580

Street frontage Black Diamond Dr.

Legal description _____

THE NORTH 67 FEET OF LOT 8 IN COALFIELD ESTATES SUBDIVISION A PART OF THE WEST 1/2 OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 32 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED AUGUST 31, 1989, IN PLAT CABINET F SLIDE # 146 AS DOCUMENT NUMBER 299357 (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES WITH THE RIGHT TO MINE AND REMOVE THE SAME); IN GRUNDY COUNTY, ILLINOIS.

1179 BLACK DIAMOND DRIVE
COAL CITY, IL

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

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

Wong and Debra Henline, being first duly sworn, on oath deposes and says,
Applicant's Name

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

Subscribed and sworn before me on this 30 day of November, 2017.

[Signature] Notary Public (Seal) Debra Henline Signature of Owner



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

Please note the number of pages attached. 2

FOR OFFICE USE ONLY

Case number	<u>ZA-290</u>	Location of hearing
Filing date	<u>11-30-17</u>	Village Hall
Hearing date	<u>1-15-18</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

BLACK DIAMOND

ZET TO PROPERTY LINE
FROM SIDEWALK

SPRING



AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, James D. Henline Debra J. Henline being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 290, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:
Union Pacific RR Co. 415 Kinzie St Chicago Ill. 60654
Occupant 1177 Black Diamond St. Coal City, Ill. 60416
Occupant 7185 E Spring Road County Rd 1000 S Coal City Ill. 60416
Albert & Rhonda Wolfe 150 E. Spring Rd. Coal City Ill. 60416
6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Debra J. Henline
Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me,
this _____ day of _____, 20_____.

Notary Public

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 1179 BLACK
DIAMOND DRIVE IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2018

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 1179 BLACK DIAMOND DRIVE IN THE VILLAGE OF COAL CITY

WHEREAS, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Doug and Debra Henline (“applicant”) on November 30, 2017 for the placement of a 6 feet high fence; and

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

WHEREAS, a public hearing was noticed and duly held on January 15, 2018; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on January 15, 2018, and considered passage of the variance request to the Board of Trustees; and

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

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

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

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

Section 2. Findings of Fact. The Board of Trustees find as follows concerning the Variance for 1179 Black Diamond:

- A. **Special Circumstances Not Found Elsewhere.** The property is a corner lot and has a great deal of the open recreational area of the property contained within the corner side yard unlike a majority of the residential lots within the area.
- B. **Unnecessary Hardship.** Being unable to utilize such a large portion of the residential lot for recreational space would cause an unnecessary hardship since the erection of a fence according to the petition would not interfere with vehicular traffic at the adjacent intersection.
- C. **Necessary for Use of the Property.** Being adjacent to Spring Road, the use of a fence within the corner side yard shall allow safe enjoyment of the corner side yard without constant supervision.

- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential and vision safety within the adjacent intersection shall be maintained.
- E. **Minimum Variance Recommended.** The petitioner has requested a variance to allow for encroachment of the public utilities at a future time although it is not perceived to be necessary at this time.

Section 3. Description of the Property. The property is located at 1179 Black Diamond Drive in the Village of Coal City within an RS-2 District.

Section 4. Public Hearing. A public hearing was advertised on December 27, 2017 in the Coal City Courant and held by the Planning and Zoning Board on January 15, 2018, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variations. The variations requested in the November 30, 2017 Variance Application to the Zoning Code are granted as follows:

- A. A variance in conjunction with Section 156.171(a)(2) is hereby granted to allow the 6-ft. high fence as described by the applicant, to be installed within the corner side yard. This shall provide a 0'-foot setback (a variance of 25 feet).

Section 6. Conditions. The variances granted herein are contingent and subject to the following conditions:

- A. The fence shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A
FENCE WITHIN THE CORNER SIDE YARD OF 1179 BLACK DIAMOND DRIVE IN THE VILLAGE OF
COAL CITY**

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

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

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy & 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: January 24, 2018

**RE: DEMOLITION NOTICE FOR DANGEROUS PROPERTIES –
95 E. OAK & 695 S. KANKAKEE STREETS**

Enforcement of certain maintenance-related ordinance has been ongoing at two different homes in the community. Although the Public Works Department has repeatedly maintained certain exterior portions of the required upkeep, i.e. sporadic mowings of the property, and there have been actions to secure the property, these properties pose an immediate hazard to the public health of the community. In addition to past actions and notices, the Village has received repeated complaints from adjacent properties as to the danger posed by these abandoned properties.

Prior attempts to provide notice have been provided via code violations and prior liens, but it is timely to consider action through possible demolition of these residential units. Approval of this resolution will initiate the next two steps in the demolition process.

Title searches shall be conducted on these properties, and all identified parties will be notified of the proceedings by certified mail. In addition, staff will publish legal notice in the paper for three consecutive days. The last action completed will begin the thirty-day notice period. In the event the noticed persons fail to respond or show no interest in compliance, the village authorities may then order the demolition and lien the property for costs.

In the past, this has resulted in agreements being constructed that ensure the homes are restored and brought up to acceptable conditions. If the property owners fail to do so, the Village shall have the authority to proceed with demolition of the structures and place a priority lien upon the property.

Recommendation:

Adopt Resolution No. _____: Authorizing Enforcement Actions Regarding Dangerous Structures at 95 East Oak and 695 South Kankakee Streets.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENFORCEMENT ACTIONS REGARDING
DANGEROUS STRUCTURES AT 95 EAST OAK AND 695 SOUTH KANKAKEE
STREETS**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING ENFORCEMENT ACTIONS REGARDING
DANGEROUS STRUCTURES AT 95 EAST OAK AND 695 SOUTH KANKAKEE
STREETS**

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), is a non-home rule municipal corporation and body politic of the State of Illinois, duly created, organized and existing under the Constitution of the State of Illinois, the Illinois Municipal Code and other laws of the State of Illinois, as amended from time to time, and having the powers, objects and purposes provided thereby; and

WHEREAS, the Village is authorized to demolish, repair or enclose (i) dangerous and unsafe buildings and (ii) qualifying open and vacant buildings presenting an immediate and continuing hazard to the community, and to remove garbage, debris and other hazardous, noxious or unhealthy substances or materials from such buildings in accordance with 65 ILCS 5/11-31-1(a) and (e), respectively; and

WHEREAS, the Village of Coal City has repeatedly utilized its resources for the exterior maintenance and/or has notified ownership of the necessity of repair for the structures upon these residential properties due to the vacant properties presenting an immediate and continuing hazard to the Village but have not received timely or appropriate attention by responsible parties; and

WHEREAS, the President and Board of Trustees of the Village (collectively, the "Corporate Authorities") hereby find and determine that it is necessary and in the interest of the public health, safety and welfare to exercise such powers as authorized by law to ensure that certain Storm-damaged houses remaining in a dangerous condition as described herein be demolished or fully remediated in a timely fashion in order to eliminate the ongoing threat to the public health and safety.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, 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. APPROVAL AND RATIFICATION.

A. The Corporate Authorities hereby authorize and direct the Village Attorney, Administrator, Director of Building and Zoning, administrative staff, and Public Works Department employees to initiate and take such actions as may be necessary or convenient to abate the nuisances and eliminate the dangerous conditions presented by the following structures located on certain real property commonly described as: 95 East Oak Street and 695 South Kankakee Street (cumulatively, the “Dangerous Properties”), including, without limitation:

- a. Securing title commitments to identify parties with an interest in the Dangerous Properties;
- b. Applying for administrative search warrants to enable the gathering of additional information and evidence concerning the dangerous conditions presented by the Dangerous Properties;
- c. Executing demolition procedures in accordance with the terms of 65 ILCS 5/11-31-1(e);
- d. Prosecuting demolition procedures in accordance with the terms of 65 ILCS 5/11-31-1(a);

e. Taking such other and further action as may be legally authorized and necessary or convenient to eliminate in a timely and cost-effective manner ongoing threats to the public health, safety and welfare presented by the Dangerous Properties.

B. The Village President, Village Clerk, Village Administrator, Village Attorney, and Director of Building and Zoning are further authorized and directed to prepare, execute and attest any and all other documents and to take such other or further action as may be necessary to carry out and give effect to the purpose and intent of this Resolution.

C. The Corporate Authorities shall be kept informed as to the strategies, actions and status of any proceedings or actions undertaken with respect to the Dangerous Properties via the provision of oral or written updates at each regularly-scheduled meeting of the Corporate Authorities.

SECTION 3. RESOLUTION OF CONFLICTS. All resolutions or 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 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.

**A RESOLUTION AUTHORIZING ENFORCEMENT ACTIONS REGARDING DANGEROUS
STRUCTURES AT 95 EAST OAK AND 695 SOUTH KANKAKEE STREETS**

SECTION 5. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately from and after its passage and approval as provided by law.

SO RESOLVED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO AN AGREEMENT REGARDING
CERTAIN UNCOMPLETED DEVELOPMENT IMPROVEMENTS, INCLUDING BIKE
PATH AND SIGNALIZED INTERSECTION AT RICHARDS STREET AND ILLINOIS
STATE ROUTE 113**

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 _____, 2018

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ENTRY INTO AN AGREEMENT REGARDING CERTAIN UNCOMPLETED DEVELOPMENT IMPROVEMENTS, INCLUDING BIKE PATH AND SIGNALIZED INTERSECTION AT RICHARDS STREET AND ILLINOIS STATE ROUTE 113

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, on August 21, 2012, the Village, Gendell Partners Coal City, LLC ("Gendell") and Scaggs Development Corp. ("Scaggs") entered into a "Development Agreement," [the "Agreement"] pertaining to the development of certain property owned by Gendell and to improvements to the intersection of Richards Street and Illinois State Route 113 (the "Richards Intersection") and the construction of a bicycle path; and

WHEREAS, a dispute has arisen between Gendell, Scaggs and the Village concerning the performance of certain alleged obligations under the Agreement; and

WHEREAS, the Village is desirous of resolving any disputes or uncertainties regarding this matter and wishes to avoid the expenses and uncertainties associated with litigation; and

WHEREAS, the Board of Trustees of the Village has reviewed and approved the terms of the Settlement Agreement and General Release attached hereto as Exhibit 1 and by this reference incorporated as a part hereof as though fully set forth herein (the "Settlement Agreement") and find it to be in the best interest of the Village to authorize entry into the Settlement Agreement in accordance with the terms set forth therein.

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.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Settlement Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Settlement Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

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

SO RESOLVED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED this _____ day of _____, 2018.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Appended on following page(s)

4849-0857-6090, v. 1



SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby entered into by and between Gendell Partners Coal City, LLC, an Illinois limited liability company on its own behalf and on behalf of its officers, directors, shareholders, employees, agents, attorneys, parent company(ies), predecessors, insurers, related entities, successors and assigns, and all other persons and entities with whom any of the foregoing have been or are now affiliated with and each of them (collectively, "GPCC") on the one hand, and the Village of Diamond, an Illinois Municipal Corporation of Will and Grundy Counties, on its own behalf and on behalf of its officers, officials, employees, volunteers, agents, attorneys, and successors (collectively, "Diamond"), and the Village of Coal City, an Illinois Municipal Corporation of Will and Grundy Counties, on its own behalf and on behalf of its officers, officials, employees, volunteers, agents, attorneys, and successors (collectively, "Coal City"), on the other. Scaggs Development Corp., an Illinois corporation ("Scaggs"), solely for purposes of the obligations of Paragraphs 1, 3, 5, 6, 8 and 9-16 is joining in this Agreement (sometimes GPCC, Diamond, Coal City and Scaggs are collectively referred to as the "Parties").

RECITALS

WHEREAS, GPCC owns the real property legally described on Exhibit A attached hereto (the "GPCC Property");

WHEREAS, a portion of the GPCC Property is located within the corporate limits of Diamond and a portion of the GPCC Property is located within the corporate limits of Coal City;

WHEREAS, on May 11, 2008, Diamond, Scaggs and GPCC entered into the "Development Agreement (Berta Road)", recorded with the Grundy County Recorder on May 30, 2008 as Document No. 490132, which, among other matters, related to the development of the GPCC Property and to certain improvements to the intersection of Berta Road and Illinois State Route 113 (the "Berta Intersection") and Richards Street and Illinois State Route 113 (the "Richards Intersection"), which agreement was thereafter twice amended (collectively, with all amendments, the "Diamond Agreement");

WHEREAS, previously, on April 2, 2008, an Irrevocable Letter of Credit was issued in favor of Diamond, and subsequently modified, to secure the completion and installation of public improvements required under the Diamond Agreement (the "LOC");

WHEREAS, on July 12, 2012, pursuant to Section 6 of the Diamond Agreement, Diamond, Scaggs and Gendell Partners entered into the "Village of Diamond Berta Road Recapture Agreement" (the "Recapture Agreement"), recorded with the Grundy County Recorder on November 5, 2012 as Document No. 533341, which entitled Scaggs and GPCC to future reimbursements for certain costs that it incurred with respect to the improvements made pursuant to the Diamond Agreement;

WHEREAS, on August 21, 2012, Coal City, Scaggs and GPCC entered into the "Development Agreement," which, inter alia, related to the development of the GPCC Property and re-stated obligations set forth in the Diamond Agreement relating to the Richards Intersection (the "Coal City Agreement");

WHEREAS a dispute has arisen between GPCC, Diamond and Coal City regarding alleged obligations under the Diamond Agreement and Coal City Agreement; and

WHEREAS GPCC, Diamond and Coal City desire to settle the dispute pending between them on the terms and conditions set forth below.

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration (the sufficiency of which is hereby acknowledged by each of the Parties), it is hereby covenanted and agreed by and among the Parties hereto as follows:

1. Recitals. The above Recitals are hereby incorporated into this Agreement as though fully set forth herein.

2. GPCC Payment To Diamond / Coal City. Within three (3) days of the Effective Date, as hereinafter defined, GPCC agrees to pay Diamond Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) (the "Settlement Funds"). Diamond shall deduct and retain from the Settlement Funds an amount equal to the accounts receivable balance due to Diamond from GPCC pursuant to the Diamond Agreement, which amount shall be itemized ("Itemization") and not exceed Twenty Thousand and no/100 Dollars (\$20,000.00). Diamond shall, within five (5) days of receipt of the Settlement Funds, (i) deliver to Coal City the Itemization and (ii) pay to Coal City one-half (1/2) of the remaining balance of the Settlement Funds after the aforesaid deduction, but in no event less than Two Hundred Fifteen Thousand and no/100 Dollars (\$215,000.00).

3. Termination of Agreements and LOC. Upon execution of this Agreement and payment of the Settlement Funds set forth in paragraph 2, (i) the Diamond Agreement, Coal City Agreement, and Recapture Agreement shall be terminated, (ii) GPCC may terminate the LOC, and (iii) Diamond, Coal City, Scaggs and GPCC will have no further past, present, or future rights or obligations under the Diamond Agreement, Coal City Agreement, Recapture Agreement, or LOC, including, but not limited to, GPCC having no further road work

obligations relating to the Berta Intersection or the Richards Intersection, including any obligation to install street lights and/or traffic signals. Diamond, GPCC and Scaggs shall execute a recordable Release of the Recapture Agreement in the form attached hereto and made a part hereof as Exhibit B.

4. Tax Contributions. Coal City and Diamond shall not (individually or collectively) (i) approve any special service area or any special assessment district that includes the GPCC Property wherein the special services involve or relate to the improvements and obligations set forth in the Diamond Agreement or the Coal City Agreement, without the express prior written consent of GPCC or its successors or assigns or (ii) impose any tax, fee, contribution, or exaction on the GPCC Property (including without limitation those intended to pay for roads, bike paths, sidewalks, or other public improvements) that are not generally applicable throughout Coal City or Diamond (as the case may be).

5. Mutual Release. For the consideration exchanged, upon executing this Agreement, GPCC and Scaggs and Diamond and Coal City each hereby release and forever compromise, settle, and discharge each other from any and all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, controversies, costs, expenses, attorneys' fees, or damages of any kind (collectively the "Claims") whether known or unknown, accrued or not accrued, foreseen or unforeseen, or matured or not matured, that it ever had and which Claims are based upon, arise out of, or relate to the Diamond Agreement, Coal City Agreement, Recapture Agreement, and/or LOC.

6. No Admission of Wrongdoing. Diamond and Coal City agree that nothing contained in this Agreement, any document generated in connection with this Agreement, or action taken by GPCC in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of GPCC. GPCC agrees that nothing contained in this Agreement, any documents generated in connection with this Agreement, or any action taken by Diamond and Coal City in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of Diamond or Coal City.

7. Binding; Recording. This Agreement shall be binding upon the Parties hereto and their respective successors in interest, heirs, personal representatives and assigns. The Parties hereby agree that a fully executed and acknowledged memorandum of this Agreement in the form attached hereto and made a part hereof as Exhibit C, shall be executed by the Parties and recorded by GPCC at GPCC's sole expense against the GPCC Property.

8. Capacity and Authority. Each of the Parties represents and warrants that it has the legal capacity and authority to enter into this Agreement, and is not aware of any third party that has rights that could affect the validity or legality of this Agreement.

9. Claims Not Transferred. Each of the Parties further represents and warrants that it has not gifted, transferred, conveyed and/or assigned to any person or entity any Claims released in paragraph five (5), above.

10. Terms of Agreement Negotiated. This Agreement has been negotiated and drafted by GPCC, Diamond and Coal City and their respective attorneys. The Parties to this

Agreement represent and warrant that they have read and understand this Agreement. No rule of construction shall apply to this Agreement construing its provisions in favor or against any of the Parties.

11. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("email"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Email notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

With a copy to:

Alex Marks, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, 21st Floor
Chicago, Illinois 60611

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

Village of Diamond
1750 Main Street
Diamond, IL 60416
ATTN: _____

With a copy to:

John S. Gallo
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, Illinois 60435

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

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

With a copy to:

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

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

With a copy to:

12. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile or electronic means shall be deemed legal and binding for all purposes.

13. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any dispute which may arise out of this Agreement shall be exclusively in Grundy County, Illinois.

14. Time of the Essence. Time is of the essence in the performance of this Agreement.

15. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

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

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

18. Attorneys' Fees. Each Party shall bear its own attorneys' fees and costs in conjunction with this Agreement.

19. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions or of the Agreement as a whole.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to its subject matter. This Agreement may only be amended or modified by a written instrument signed by all Parties to this Agreement.

The Parties have signed this Agreement effective as of the date it is fully executed (the "Effective Date").

Date: _____ Gendell Partners Coal City, LLC

By: _____

Its: _____

Date: _____ Village of Diamond

By: _____

Its: _____

Date: _____ Village of Coal City

By: _____

Its: _____

Date: _____

Scaggs Development Corp

By: _____

Its: _____

4817-3115-8872

Exhibit A
GPCC Property

Exhibit B
Release and Recapture Agreement

Exhibit C
Memorandum of Settlement Agreement and General Release

4829-6589-1418, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: January 24, 2018

RE: PURCHASE OF POLICE REPLACEMENT FLEET CARS

Chief Best has been working with D’Orazio Ford on the acquisition of two additional cars for the Police Department fleet that would result in the addition of one new marked SUV for patrol and a new unit for utilization of the Police Chief. Due to the participation of the Bank of Pontiac’s new Coal City Bank location, the Village shall only need to pay for the marked Interceptor SUV unit. Taking these two units will result in the current “class car” unit, a 1997 Buick LeSabre, being sold as surplus (the Chief’s current unit shall become the SRO Unit and the Current SRO Squad will become the new Class car), and supply an additional unit to the current fleet allowing the least remaining car to be phased out rather than expending additional funds to extend its total life beyond its value (e.g. when the transmission begins to slip on the oldest existing SUV units, it will be sold as surplus rather than fixed).

This was not planned for the current budget year. However, D’Orazio Ford has these units available now at the end of the year and Bank of Pontiac will partner with Bernie D’Orazio to provide both units for the price of \$34,201. Payment will not be required until after the fiscal year has expired (after 5/1/18). This expense was planned in the capital improvement plan for next year. If the Board desires to move forward, the CIP shall be adjusted since these two cars will have been added to the fleet. This would result in only one car being planned for purchase in 2020 rather than two (and the one that was planned for purchase in FY19 will have been received as well).

Due to current budget projections (Program 01-21 shall not meet its total budgeted expenditures), the outfitting of both cars for duty estimated to cost \$30,000 would take place within the current budget year, which will save some dollars in next year’s budget as well. In short, the Police Department is being provided two cars for the price of one due to the generosity of our local business owners. This is a repeat of similar actions by D’Orazio Ford in the past. Should the Board wish to proceed, the Police Department will attempt to get the units prepared so they are present at the Ribbon Cutting for the Coal City Bank being planned for February or March currently.

Recommendation:

Approve the purchase of two Police Fleet units from D’Orazio Ford for \$34,201.

EV MP



1. About This Contract

1.1 Contract Specifications

These contract Terms and Conditions apply to the Contract Specifications for:

Client: Village of Coal City Event Date: 7/28/18
 Time: 7:30-10:00pm Location: Coal City IL

Deposit Amount: \$ 900 Due Date: 2/15/18 Total Price (including deposit) \$ 2750

Contracted Performer: Felix and Fingers Dueling Pianos (company members)

Performer will provide (if checked):

2 hour load in prior to start	<input checked="" type="checkbox"/>	Minimum of two 10" or 12" speakers	<input checked="" type="checkbox"/>	DJ Services	<input checked="" type="checkbox"/>	Wedding Ceremony
1 hour load out after end	<input checked="" type="checkbox"/>	Minimum of six LED light cans or similar	<input checked="" type="checkbox"/>	MC Services	<input checked="" type="checkbox"/>	Cocktail Hour Music (+/- 30 mins)
Contract times flexible to +/- 1 hour with 1 week notice	<input checked="" type="checkbox"/>	All necessary gear, stands, cables, and hardware	<input checked="" type="checkbox"/>	Projector and projector screen		Dinner Music
Up to three gear relocations	<input checked="" type="checkbox"/>	Two Keyboards (electronic)	<input checked="" type="checkbox"/>	Uplights (set of 8 cans)		Evening Entertainment <input checked="" type="checkbox"/>
Two Dueling Pianists (Singers/Entertainers)	<input checked="" type="checkbox"/>	Mini Piano Shells	<input checked="" type="checkbox"/>	Grand Piano Shells		Additional Musician(s)

Additional Terms: F&F to provide dueling pianos for a public event

Client to provide performers dinner (non-vendor meal)

1.2 Parties and Definitions

This contract constitutes an agreement between M.J. Productions (musical entertainment provider), hereinafter referred to as "MJP", and the authorized purchaser of MJP musical services, hereinafter referred to as "Client."

1.3 Services

By signing this contract and paying MJP the deposit amount indicated in the Contract Specifications, Client engages MJP to provide Client with entertainment services as specified in the Contract Specifications.

1.4 Contract basis

This contract is binding on both parties, and supersedes all prior written and/or oral representations, understandings, and contracts. This contract cannot be altered or changed unless agreed to in writing by both parties. If any portion(s) of this contract is found to be invalid, the remainder shall not be affected.

1.5 Service Changes, Rescheduling, Venue Changes

If Client requests changes in services, event date or schedule, and/or change of venue after Client has submitted this signed contract with deposit payment, MJP will attempt to accommodate the requested changes. However, any change is subject to the availability of MJP performers, MJP policies, and MJP capabilities. MJP reserves the right to reject such requests. Client may be in breach of contract by committing to any change that alters the specifications, terms, and/or conditions of this contract without written agreement with MJP.

1.6 Transfer

This contract may not be transferred to any other entertainment provider other than MJP or any other entertainment purchaser other than the assigned Client.

1.7 Terms

EV MP



After this contract has been signed by both parties and Client has paid deposit amount indicated in the Contract Specifications, this contract is in force until the end of the contracted event, and until all payable amounts have been received in full by MJP.

1.8 Breach Policy

Notwithstanding the fact that client has breached any part of this contract, MJP will be paid in full.

2. Payments

2.1 Advance Deposit

An advance deposit of the amount designated in the Contract Specifications (1.1) is required to reserve MJP for Client's event.

This contract between MJP and the client shall not become effective until it is signed and the initial amount due has been paid. At the time the contract takes effect, MJP shall reserve the date and time agreed upon, and not make any other conflicting reservations or accept any other clients for said date and time (beyond the player limitations of the company). For this reason, in the event that the client cancels the contract for any reason, all monies paid shall be retained by MJP in order to offset its loss of business.

At the time of the event, MJP will apply the deposit amount toward the event's full contract price. Prior to this time, the deposit serves as consideration for MJP reserving the date and performer(s).

Deposit refunds are subject to the terms in this document's Cancellation section. Payments must be made according to the Payment Methods indicated below.

Deposit Due Date: If MJP does not receive the required deposit amount by the deposit due date, Client releases MJP from any obligations to hold the date, and this contract is null and void unless MJP extends the deposit due date in writing.

Deposit Returns: If MJP receives Client's deposit payment after the deposit due date, and MJP has notified Client previously that MJP will not contract with Client, MJP will refund to Client any deposit payment received.

Deposit Transfer: If the event is postponed and rescheduled for a date within 12 months of the original contract event date, MJP may transfer and apply any advance deposit amount(s) received from Client to the rescheduled event contract.

2.2 Balance Due

The balance due is the amount remaining from the full contract price after Client has paid MJP an advance deposit. This balance due must be paid in full to MJP any time **before the day of the event**, and is subject to the late payment charges indicated in this document if circumstances necessitate a fee. Payments can only be accepted by Michael Potts or Jessica Potts, and may **not** be paid to the players directly.

2.3 Payment Methods

MJP accepts all payments of: Cash, Check, Credit Card (3.5% surcharge), and Bank Transfer. Checks can be made out/sent to:

MJ Productions Inc
6012 Highland Ln
Lakewood IL 60014

2.4 Overtime Charges

MJP performances beyond the duration indicated in the Contract Specifications, are subject to the specified overtime charge. Overtime is billed in 30-minute increments. Overtime charges are due upon completion of MJP's performance obligations and must be paid to the performer/band leader at the event venue, unless Client has made previous arrangements in writing with MJP. Overtime is charged at \$75 per 30 minutes per musician. Overtime charges are only calculated for extra performance time. Tear down or load out time does not constitute any extra charges.

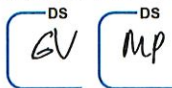
If client incurs any additional fees from the venue due to MJP performance or load out time, client will be fully responsible for those charges and will indemnify MJP of any related claims.

2.5 Late Payment Charges

Any past due charges outstanding to MJP will accrue late fees of 2% of the payable amount(s) per month or any part thereof following the due date. Client will also be responsible for any costs, fees, or expenses born by MJP in the recovery of the outstanding charges, including legal fees, court costs, collection costs, travel costs, telephone costs, or any other applicable expenses.

2.6 Returned Checks

MJP will assess Client a \$25 fee for any check returned unpaid due to insufficient funds. MJP also reserves the right to rescind this contract or restrict allowable payment methods if a deposit check is returned unpaid.



3. Event Cancellation

By signing this contract and paying the deposit amount to MJP, Client understands that MJP will reserve the musicians and performers for the event, and turn away inquiries from other prospective Clients for that date. Client also understands that MJP's ability to rebook a cancelled date becomes progressively more difficult the closer the cancellation date is to the event date.

3.1 Notice

Client must give notice in writing (email or certified mail) to MJP for any event cancellation. In the case of changes made on the day of event, please call Michael Potts at 815 245 3623, and/or your scheduled performer.

3.2 Refunds

If Client opts to cancel the event due to any reason outside MJP control (including low ticket sales or attendance), MJP will refund Client any payments made/assess charges according to the following schedule:

REFUND SCHEDULE

Cancellation-Notice Refund to Client

More than 180 days before event date MJP refunds all amounts paid to date minus a \$100 service fee.

61-180 days

 before event date

- If MJP is able to rebook the date by 60 days prior to the event date, MJP will then refund 50% of the deposit amount. • If MJP is not able to rebook the date by 60 days prior to the event date, MJP retains 100% of the deposit amount.
- MJP will also refund in full any other payments Client has made toward the full contract price above and beyond the deposit amount.

31-60 days

 before event date

- MJP retains 100% of the deposit amount
- In addition, Client must pay an additional penalty amounting to 15% of the full contract price.

0-30 days

 before event date

- MJP retains 100% of the deposit amount
- Client must pay the entire balance due of the full contract price

Exceptions to The Above Refund Schedule MJP will refund to Client all amounts paid over and above the deposit in the following circumstances:

- Client cancels event due to verifiable death of an immediate family member (Weddings and Private (non corporate/fundraising) Events only)
- Event cannot proceed due to a catastrophic event such as war, fire, riots, hurricane, tornado, substantial rain/flood, or acts of God beyond the control of Client and/or MJP (Refund schedule will become void the moment MJP departs for booking).
- If no deposit is due prior to event date, then a cancellation fee of \$100 will apply if cancelled outside of 7 days of event (full contracted price will apply if within the 7 days).

3.3 Weather related cancellations

If an event is cancelled due to a forecasted weather condition that endangers guests, the following terms and conditions will apply:

- a. If cancelled, by the client, 24 hours in advance or before the performers have begun travelling to the venue, any balance above the deposit will be waived. The deposit will be retained by MJP.
- b. If cancelled, by the client, after the performers have begun travelling and notified the client of departure, the full balance will be due to MJP within 5 business days of the scheduled event date.
- c. If the event is not cancelled but the performers are unable to arrive to the venue due to un-safe conditions, road closures, substantial traffic delays, etc., the full contracted balance will still be due if the performers attempt to travel. Every reasonable attempt will be made by the performers to arrive on schedule, including reasonable additional travel time. If the conditions are prohibitive after performers' best efforts, MJP will attempt to locate alternate entertainment options for the Client, and if located, will renegotiate terms for the replacement act.

3.4 Booking Guarantee

Client has the option to void contract after execution, without penalty, monetary or otherwise, and recoup the full deposit and additional payments, if all of the below conditions are met:

- a. Client offers 24 hour notice to MJP about intentions to attend an event.
- b. Client attends the intended (per 3.4a) public Felix and Fingers Dueling Pianos performance
- c. Client speaks directly with and introduces him or herself to at least one of the performing dueling pianists.
- d. Cancellation request is submitted in writing (email is acceptable) within 2 months of client signing the contract.

For more details, please visit <https://www.felixandfingers.com/blog/news/felix-and-fingers-dueling-pianos-booking-guarantee/>

4. Event Termination or Interruption

4.1 Venue/Facility Conditions

If upon arrival or at any time during the event, the venue's physical and/or electrical conditions do not adequately support MJP's performance requirements, or the space is not available for the required load-in and setup time through no fault of MJP and its performer(s)



and personnel, MJP is not responsible for any delays or interruptions of its performance services. While MJP will make every effort to resolve such situations, Client will still be responsible for the full contract price contained herein. MJP requires a stage size of 12' wide x 8' deep for the keyboards or mini shells, or 16' wide x 10' deep for full sized grand piano shells. MJP electrical needs can be covered with a single, correctly functioning, 20 amp circuit.



4.2 Premature Event Termination

If Client's event is discontinued or cancelled after it has already begun, but prior to its scheduled end, due to any circumstance (whether voluntarily, by Client direction, or due to weather, accident, act of God, insufficient guest participation, civil disobedience, citation, order of any public authority) that is not the direct result of MJP's failure, inability, or unwillingness to deliver the services agreed to in this contract, such termination shall be deemed premature event termination. In such case, all payments received to date will be non-refundable and non-recoverable, and any remaining balances will be due and payable in full.

4.3 Event Interruption or Delayed Start

If event is interrupted or start time is delayed during the contracted time period for any reasons not the direct result of MJP's failure, inability, or unwillingness to deliver the services agreed to in this contract, MJP is not responsible to make up the lost time, and is only obligated to perform its contracted services up to the contracted event end time.

5. Performance Provisions

5.1 Song Selections

MJP will make every effort to accommodate Client's specific song requests and general song style directions. However, MJP is only obligated to perform songs that are critical to the event (e.g. scheduled wedding ceremony music, bride/groom first dance, special pre-arranged commemorative songs), and that, prior to the event, MJP has agreed to perform. MJP must provide ample notice to Client if MJP is unable to perform any such critical song, and will work with Client to identify a suitable replacement if possible. MJP requires at least two weeks notice per requested song in order to perform at MJP standards. MJP will incorporate non-critical song requests requested by Client prior to the event subject to the performer's discretion. Song requests made during the event should be communicated directly to the performer/band leader, and are subject to the performer's discretion.

5.2 MJP Personnel

MJP will do its best to supply musicians as listed. However, MJP reserves the right to replace players as needed, at any time, due to illness, injury, terminated employment, personal/private/familial conflicts, acts of God, or any other reason that could prohibit a player from performing and/or compromise the quality of the service provided. Any player substitutions will be presented, either in writing or verbally, to the client. To uphold MJP performance standards, substitute players will be selected from preexisting "company performers", as listed on the Felix and Fingers website (www.felixandfingers.com) at the time of the conflict.

5.3 Guest Musicians

Client must get approval from MJP prior to event for guest musicians and/or singers to "sit in" with the band. Any guest requesting to perform with MJP and/or use MJP musical instruments and/or equipment must have the approval of MJP.

5.4 Venue/Facilities

5.4.a. MJP requires certain physical conditions to provide adequate performance space and electrical supplies to support its sound system and musical instruments. These conditions vary depending on the event's unique specifications.

5.4.b. MJP requires certain pre- and post-event time durations to load in, set up, tear down, and load out its personnel and equipment. The performance area must be accessible to the vehicles owned by MJP performers.

5.4.c. MJP works directly with the venue prior to the event to verify adequate performance conditions and timing. MJP will notify Client prior to the event if there are any potential problems with the facility, and will attempt to resolve the situation with Client and venue. (See item 4.1, Venue/Facility Conditions)

5.4.d. MJP requests that the musicians and all equipment be sheltered at all times (e.g. tent(s) for outdoor venues). Should this request not be fulfilled by the client, MJP reserves the right to end the performance upon any threat of heavy wind, rain, sleet, snow, hail, extreme sunlight, heat, etc. that endangers the musicians or their equipment. Should such a cancellation occur the day of the event, contract balance must still be paid in full by Client.

5.4.e. MJP requires the client to provide a level performing area. MJP reserves the right to reject sloped stages and will not set up till a satisfactory stage (as determined by MJP) is available. MJP will be paid in full regardless of their performance or lack thereof due to an insufficient stage. Any questions pertaining to the condition/dimensions of the stage should be directed to MJP Owner, Michael Potts.

5.4.f. Client agrees to take whatever actions necessary to provide security measures to protect MJP and its performers from injury and damages to person(s) or property. Client further agrees to secure its premises against loss or damage to MJP or Performer property while said property remains at the client's event location (whether owned by Client or third party).

5.5 Musician Meals

MJP requires a meal for any musician or sound engineer who is working on site for more than 4 hours, including set up and tear down. A



meal includes unlimited drinks (non-alcoholic), and choice of any reasonably priced entrée(s) served by the client/venue. In order to prevent food borne illness, "Vendor meals", when applicable, are not acceptable meal choices. Performers reserve the right to deny food that they deem unfit, which will need to be replaced by a guest meal or something comparable quality.

6. Liability

In order to prevent liability from accidental injury or damage to MJP equipment and musical instruments, MJP reserves the right to deny any guest access to the performance area during equipment load-in, setup, performance, tear-down, and loadout. Client accepts full responsibility and is liable for any damages, injuries, or delays that occur as a result of failure to comply with these liability provisions. Client agrees that it shall be liable for behavior of guests, condition of venue, behavior and operation of venue staff and agrees to maintain conditions that will not inhibit the MJP performance nor cause loss, injury or damage to MJP personnel, equipment, and musical instruments, and shall indemnify and hold MJP and its staff and musicians harmless from any and all claims.

I hereby agree to all terms and conditions contained in this document:

DocuSigned by:	DocuSigned by:
Client: <u>Georgette Vota</u>	MJP <u>Mike Potts</u>
Date: <u>1/4/2018</u> Signature	Date: <u>1/4/2018</u> Signature

Client Contact Information: Email: jeorjettev@aol.com Cell Number: 815-341-1144

Client Home/Business Address: Village of Coal City, 515 S Broadway, Coal City, IL 60416

Venue Address: 580 S Broadway

MEMORANDUM

DATE: January 24, 2018

TO: Terry Halliday, President
Board of Trustees

FROM: Stephen Sugg, PE, PTOE
Christopher B. Burke Engineering, Ltd. (CBBEL)

SUBJECT: Broadway Street Reconstruction
Village of Coal City
Project Status

Work Completed

CBBEL received notice to proceed from Springfield early December 2017. Matt Fritz and I attended a kick-off meeting at IDOT District 3 offices in Ottawa on December 13th. The purpose of the meeting was to reintroduce the project to District 3, FHWA and IDOT Central Office personnel. The project schedule was reviewed and a letting date of November 9, 2018 was established. Construction of the project is anticipated to begin spring 2019 with completion fall 2019.

CBBEL's landscape architect, roadway lighting engineer and I met with Matt and Darrell on January 16th to discuss various items including the roadway cross section (bike lanes, reverse-angle parking, parkway widths, etc.), streetscape features (corner bumpouts, crosswalks, landscaping, etc.) and roadway lighting (pole heights, styles, colors, etc.).

Future Work

CBBEL will meet with the Village's Broadway Street subcommittee on January 30th to further refine the items that were presented at the January 16th meeting with Matt and Darrell. Additional meetings will be held, as necessary, with the subcommittee.

CBBEL will continue coordination with IDOT to keep them apprised of the project's progress and to ensure that all project design features are in accordance with IDOT policies.

Please feel free to call or e-mail me (ssugg@cbbel.com) with any questions or concerns.

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

Coal City Police Department
Weekly Summary of Activities
Thursday 12-14-17 – Wednesday 12-20-17

During this period, there were 52 calls for service, 13 verbal warnings and 1 assist Grundy County Sheriff's Dept.

Significant Incidents

12-14-17 at 10:51 PM, police responded to a S. Dewitt Pl. residence for a domestic disturbance call. The complainant stated he and his wife are having problems in their marriage and began to argue with each other. Both parties agreed it was only verbal and they agreed to separate themselves from each other.

12-15-17 at 3:08 PM, Police responded to the Coal City High School for a fight that had just occurred. The fight involved a 16 year-old male who punched a 15- year old male several times. The 16 year-old stated he heard the 15 year –old was making comments about his girlfriend and has a face to face several days earlier but the 15 year-old walked away. A juvenile petition was forwarded to juvenile probation for battery & disorderly conduct.

12-17-17 at 2:38 PM, police responded to the police department for a past tense theft report. The complainant stated a black leather purse and loose change was taken from her unlocked vehicle during the previous evening. No offender information was available.

Arrest Incidents

Operating an Uninsured Motor Vehicle	4
Expired Registration	3
Revoked D.L.	1
No Valid D.L.	1
No Valid Registration	1
Theft	1
No Classification – Motorcycle	1
Speeding	2

Coal City Police Department
Weekly Summary of Activities
Thursday 12-21-17 – Wednesday 12-27-17

During this period, there were 35 calls for service, 09 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

12-24-17 at 4:33 PM, police responded to a S. Country Place Ct. for a criminal damage to property report. The complainant stated she observed a profanity scratched into the truck of her vehicle. The complainant stated another neighbor had similar damage the day prior but did not report it. She did provide police with the name of a possible suspect.

12-25-17 at 11:41AM, police responded to a W. Daisy Pl. apartment for a neighbor problem. The complaint stated her neighbor who was highly intoxicated pushed his way into her apartment forcing her to push him out the door. Two other neighbors stated they just had similar incident with the neighbor. Due to his level of intoxication EMS was called but he signed a refusal. None of the parties wished to sign a complaint.

Arrest Incidents

Improper Backing	1
Speeding	2
Operating an Uninsured Motor Vehicle	1
Obstructing / Resisting a P.O.	1
Expired Registration	1

Coal City Police Department
Weekly Summary of Activities
Thursday 12-28-17 – Wednesday 01-03-18

During this period, there were 47 calls for service, 13 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

12-28-17 at 11:50 AM, Police responded to a Ferrari Dr. residence for a possible violation of an Order of Protection. The complainant stated he has received a series of text messages and due to the statements being familiar with his custody agreement, he feels it is his ex-girlfriend. Since the call was sent from a blocked number the report was forwarded to the state's attorney's office for their review.

01-01-18 at 11:03 AM, Police responded to a Pheasant Lane residence for a domestic disturbance call between the resident and his adult son. The complaint stated he was involved in an argument when his son broke the protective cover on his phone. Police were able to resolve this incident when the son agreed to go to bed and sober up.

Arrest Incidents

Disobeying a RR Signal	1
Public Intoxication	1
Speeding	2
Operating an Uninsured Motor Vehicle	3
No Proof of Registration	1
Failure to Yield	1
D.U.I.	1
Disobeying a Traffic Control Devise	1
Illegal Turn	1
Suspended D.L.	1
Domestic Battery	1
Expired Registration	2

Coal City Police Department
Weekly Summary of Activities
Thursday 01-04-17 – Wednesday 01-10-18

During this period, there were 52 calls for service, 17 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

01-06-18 at 11:39 AM, police responded to a Dove Lane residence for a neighborhood problem. The complainant stated two of the neighborhood boys kept throwing balls into her yard and at her residence. Police were able to locate the two juveniles and advise them not to go into the complainant's yard.

01-09-18 at 11:48 AM, Police responded to the Coal City High School for a past tense fight between 2 male juveniles. Police reviewed surveillance video of the incident and spoke with the 16 year-old who advised he felt he was being picked on since moving to the district. He went on to explain he just wanted to confront the 17 year-old and had no intention of fighting. Juvenile petitions for both boys were forwarded to juvenile probation.

1-09-18 at 9:43PM, police responded to a N. 2nd Ave. apartment for a domestic disturbance call. Police spoke with both parties who agreed it was verbal in nature and never physical. Police were able to resolve this incident when the female left the residence for the evening.

Arrest Incidents

Warrant	1
Expired Registration	5
Operating an Uninsured Motor Vehicle	3
Obstructed Windshield	1
Parking where Prohibited	5
Speeding	2
Operating a Hand Held Device while Driving	1