

8. Authorize Mayor to Execute a Letter of Engagement for Non Profit Water.Org
9. Approval of Contract for Park Entertainment
10. Crack Filling Bid Award to SKC Construction Inc.
11. Discussion of Hope Helps Playground
12. Report of Mayor
13. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
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 approve executive session minutes per ILCS 5 120/(2)(21)
20. Adjourn

Braidwood Knights of Columbus Council # 1574

The Knights of Columbus are holding the annual tootsie roll drive on Sept. 9, 10, and 11th 2021. We will have volunteers standing at business locations in coal city with permission. We will be standing from 9AM till 5 PM on Friday. Saturday we will stand at business locations from 9 AM till 4 PM. Sunday we will stand at business locations from 9 AM till 12 Noon. We are asking for the City Councils approval to perform this annual fund drive. The tootsie roll funds are used to help people with Intellectual Disabilities. One of the members will be at your Council meeting on Wed. Aug 11th. Please let me know if you need any more info.

William C Pohl
Tootsie Roll Chairman
815-671-7665
Knights of Columbus # 1574



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

March 19, 2021

Kwame Raoul
ATTORNEY GENERAL

ILLINOIS STATE COUNCIL K. OF C.
CHARITIES INC
PO BOX 681
KANKAKEE, IL 60901

RE: RE: Status of ILLINOIS STATE COUNCIL K. OF C. CHARITIES INC under the Illinois
Charitable Laws
CO# 01008755

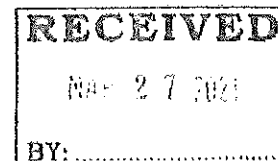
Dear Registrant:

This letter is pursuant to your request that the Attorney General confirm the status of
ILLINOIS STATE COUNCIL K. OF C. CHARITIES INC under the Charitable Organization
Laws.

This organization is currently registered with the Attorney General's Charitable Trust and
Solicitations Bureau as CO# 01008755. It is current in the filing of its financial reports, having
filed its report for the period ended June 30, 2020. Please let us know if you require further
information.

Sincerely,

Christopher Flint, Compliance Officer II
Charitable Trusts Bureau
100 West Randolph Street, 11th Floor
Chicago, IL 60601-3175
(312) 814-5840



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 11, 2021

RE: LIONS HALL IMPROVEMENTS SUPPORT

The Village has supported façade improvements along with other major building reconstruction efforts throughout the Core Area of the Village. Traditionally, such support is designed in order to improve a facility and ensure they restore the existing infrastructure and continue to thrive. Façade improvements were successfully completed at Spivey's Tap, the Bonarek Realty building, and Surf Air Wireless. Ultimate Rides is currently nearing the end of its interest free payback period, but has successfully renovated the structure at the southeast corner of Kankakee & Division. In addition to these partners, the Village also partnered with the land owner Terry Kunes, for complete remodeling of the building that now hosts El Patron, and Fisher Auto.

This evening's consideration is much like the latter redevelopment agreement. The Lions Club is in need of \$11,000 of new air conditioning equipment with installation. Due to their continued utilization of funds for community projects and support, their current treasure cannot afford nor secure the necessary funding for the new air conditioners. However, using the Village's façade improvement funds will extend the payment time for these funds over the next three to five years and allow them to fundraise for the repayment in the interim.

This Resolution would allow the Village to provide the upfront payment for the improvement to the building. All other participants have had the agreement recorded upon their property. In this case, the Village already owns the land beneath the building and there is no mortgage. The Lions Club has been providing services and civic improvements for generations. They fully expect to raise the funds necessary to provide repayment within the required period.

Recommendation:

Adopt Resolution No. ____: Adopting an Agreement to Improve the Lions Hall Facility at 460 S. Illinois to Enable the Lions to Improve the Air Conditioning.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION AUTHORIZING ENTRY INTO A FAÇADE IMPROVEMENT
AGREEMENT WITH COAL CITY LIONS CLUB, PROVIDING FOR THE LOAN OF
\$11,000 IN VILLAGE FUNDS FOR THE RENOVATION OF A COMMERCIAL
BUILDING LOCATED AT 460 S ILLINOIS STREET, COAL CITY, IL 60416**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

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

on _____, 2021

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ENTRY INTO A FAÇADE IMPROVEMENT AGREEMENT WITH COAL CITY LIONS CLUB, PROVIDING FOR THE LOAN OF \$11,000 IN VILLAGE FUNDS FOR THE RENOVATION OF A COMMERCIAL BUILDING LOCATED AT 460 S Illinois Street, Coal City, IL 60416

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, pursuant to the Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), the Village has established a façade improvement program to promote the continued use and maintenance of eligible commercial buildings within the Village in order to control and prevent blight and deterioration and promote investment in the Village; and

WHEREAS, the Village is authorized to make deferred and forgivable-interest loans to local businesses for eligible improvements in accordance with the terms of Section 37-30 of the Village Code; and

WHEREAS, the Lions Club of Coal City, an Illinois not-for-profit corporation with its principal place of business in Coal City, Illinois ("*Lions Club*") leases property adjacent to Lions Park from the Village of Coal City and has constructed Lions Hall thereon; and

WHEREAS, the air conditioning system has failed at Lions Hall and requires replacement; and

WHEREAS, the Lions Club is struggling with operating capital in the wake of the COVID-19 public health emergency and economic disaster, and needs to replace the air conditioning unit in order to resume its on-site fundraising efforts; and

WHEREAS, the Lions Club does not have sufficient funds on-hand to replace the air conditioning unit and has applied to the Village for a Façade Improvement Program loan to replace it; and

WHEREAS, the Village has determined that the proposed HVAC replacement is an eligible expense under the façade replacement program as set forth more particularly in the Façade Improvement Agreement; and

WHEREAS, the replacement of the air conditioning unit will allow the Lions Club to resume and continue its bingo and other fundraising activities which support the civic efforts of the Lions Club, provide entertainment and fellowship opportunities for the Village residents and visitors, contributes to the maintenance of the Building and upkeep of the Property and provides secondary economic benefits to the Village through the patronage of other goods and service providers throughout the Village by visitors to the Lions Club; and

WHEREAS, the Corporate Authorities hereby find and determine that the replacement of the air conditioning unit is in the best interest of the Village and the welfare of its residents, and is in accord with the valid public purpose of economic development and consistent with the purposes of the Façade Improvement Program.

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. AUTHORIZATION. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Façade Improvement Agreement and all exhibits thereto in the form attached hereto as **Exhibit 1** (the "Agreement") on behalf of the Village, and the Village Clerk is authorized and directed to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.

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 _____, 2021, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1
Facade Improvement Agreement

(see attached)

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

Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This Space for Recorder's Use Only

FACADE IMPROVEMENT AGREEMENT

THIS FACADE IMPROVEMENT AGREEMENT (“*Agreement*”) is made and entered into as of the _____ day of August, 2021, and is by and between the **VILLAGE OF COAL CITY**, an Illinois municipal corporation (“*Village*”) and **LIONS CLUB OF COAL CITY**, an Illinois not-for-profit corporation with its principal place of business in Coal City, Illinois (“*Lions Club*”). The Village and Lions Club may each be referred to as a “*Party*” and collectively referred to as “*Parties*”.

SECTION 1. RECITALS.

A. Pursuant to the Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), the Village has established a “*Facade Improvement Program*” in Section 37-30 of the Village Code.

B. The Facade Improvement Program is administered by the Village for the purpose of promoting the continued use and maintenance of eligible commercial buildings within the Village in order to control and prevent blight and deterioration and promote investment in the Village.

C. Through the Façade Improvement Program, the Coal City Board of Trustees is authorized to make deferred and forgivable-interest loans to local businesses for eligible improvements.

D. The Lions Club leases certain real property adjacent to Lions Park, legally described in **Exhibit A** (the “**Property**”), from the Village of Coal City pursuant to the terms of a 99-year ground lease that commenced on January 1, 1951 and runs through December 31, 2050 and is attached hereto as **Exhibit B** (the “**Lease**”).

E. The Lions Club constructed Lions Hall (the “**Building**”) on the Property. Pursuant to the terms of the Lease, the Lions Club owns and controls the Building during the term of the Lease, but upon expiration of the Lease, the Building and all permanently attached fixtures and improvements on the Property become Village property.

F. Like other local businesses, the Lions Club is struggling with working capital in light of limitations on public gatherings in response to the COVID-19 public health emergency and economic disaster, with bingo and other fundraising efforts hampered by COVID-19 and leaving the Lions Club with severely depleted capital reserves.

G. The air conditioning unit servicing the Building has failed and requires replacement (the “**Improvement**”) at an estimated cost of \$11,000.

H. The Lions Club does not have sufficient funds on-hand to replace the air conditioning unit.

I. The Lions Club has applied for a Façade Improvement Program loan for the purpose of replacing the inoperable air conditioner within the Building.

J. Section 37-30(A)(3)(j) designates the “...replacement...of any other improvement the Village Administrator deems appropriate” as being eligible for a façade improvement loan. Replacement of an air conditioner or other HVAC component is not an ineligible expense under Section 37-30(A)(4) of the Village Code.

K. Replacement of the air conditioner will allow the Lions Club to resume and continue its bingo and other fundraising activities which support the civic efforts of the Lions Club, provide entertainment and fellowship opportunities for the Village residents and visitors, contributes to the maintenance of the Building and upkeep of the Property and provides secondary economic benefits to the Village through the patronage of other goods and service providers throughout the Village by visitors to the Lions Club.

L. The Village Administrator has found and determined that the replacement of the air conditioning unit in the Building is an appropriate use of façade improvement program loan funds and the Village Board has concurred with this determination.

M. The Lions Club has represented to the Village that, without the Agreement, the air conditioner replacement is not economically feasible.

N. Because the proposed use of the funds does not impact the exterior design of the Building, there is no need for the Planning Commission to evaluate the improvement as against

applicable Core Area design standards or otherwise make a recommendation to the Village Board of Trustees.

O. On August 11, 2021, the Village of Coal City Board of Trustees conducted a public meeting to consider the Lions Club's application for a façade improvement loan and the Agreement and enacted a resolution authorizing entry into the Agreement and loaned a loan to the Lions Club in the amount of ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) in accordance with the terms and conditions set forth herein.

P. The Village Board has found and determined that the replacement of the air conditioning unit within the Building is in the best interest of the Village and the welfare of its residents, and is in accord with the valid public purpose of economic development and consistent with the purposes of the Façade Improvement Program.

Q. This Agreement has been submitted to the Village President and Trustees of the Village (the "*Corporate Authorities*") for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village.

R. This Agreement has been submitted to the Lions Club for review and consideration and the Lions Club has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Owner.

S. The Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement and Promissory Note are absolute and unconditional, except where specifically provided to the contrary herein.

IN CONSIDERATION OF the recitals and the mutual promises, covenants, and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby agreed to and acknowledged by the Parties, and pursuant to the powers loaned the Village under 65 ILCS 5/8-1-2.5, the Parties agree as follows:

SECTION 2. INCORPORATION.

The foregoing Recitals are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.

SECTION 3. FACADE IMPROVEMENT LOAN.

- A. Pursuant to the Façade Improvement Program and subject to the conditions in this Agreement and the promissory note attached hereto as **Exhibit C** (the "*Promissory Note*"), the Village agrees to provide to the Lions Club the principal sum of ELEVEN THOUSAND AND NO/100 DOLLARS (\$11,000.00) [*Principal*] towards the cost of the Improvement [*Façade Improvement Loan*]. The Façade Improvement

Loan is capital provided without interest as long as it is repaid within 60 months from the date of the Promissory Note.

- B. Lions Club agrees to execute the Promissory Note, evidencing the terms and conditions of the Façade Improvement Loan.

SECTION 4. INTEREST ACCRUAL IN EVENT OF UNTIMELY REPAYMENT.

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

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

Interest is deferred during the first 60-month period and the interest that accrues from months 36 - 60 is waived and shall not be payable to the Village if all outstanding principal is repaid in full prior to expiration of the initial 60-month period. After the expiration of this 60-month period, interest shall be charged on the outstanding principal and unpaid deferred accrued interest and shall continue to be accrued on a monthly basis. The interest deferred during the initial 60-month period shall be charged at the effective rate at the time the interest is added. Notwithstanding any of the foregoing, the Façade Improvement Loan may be prepaid in whole or in part without penalty at any time, at the option of Lions Club.

SECTION 5. ADMINISTRATIVE FEE.

The Lions Club shall remit to the Village a total administrative fee of \$279.70, in accordance with the formula set forth in Section 37-30(D)(3). If the Lions Club completes the project and repays the Façade Improvement Loan prior to the expiration of the initial 60-month period, the Lions Club shall be refunded \$250 (the base administrative fee) as an added incentive for timely repayment.

SECTION 6. REMEDIES IN EVENT OF DEFAULT.

- A. The following shall be considered an “*Event of Default*” under this Agreement:
 - a. Lions Club fails to complete the Improvement; or

- b. Any representation or warranty made by Lions Club in this Agreement is inaccurate or incomplete in any material and adverse respect as of the date made; or
 - c. Lions Club dissolves with any outstanding balance on the Façade Improvement Loan unpaid as of the date of dissolution; or
 - d. Lions Club fails to repay the Façade Improvement Loan in full, inclusive of any interest accrued thereon, within 96 months of the date of the Promissory Note. Any portion of principal and/or interest remaining unpaid after 96 months' time shall be considered to be an Event of Default; or
 - e. Lions Club commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy or insolvency; or
 - f. Lions Club uses any portion of the Façade Improvement Loan for unapproved expenditures, unrelated to the Improvement, or to satisfy any other debt or obligation of Lions Club.
- B. Acceleration. Upon the occurrence of an Event of Default, the Village may, at its sole option, declare the Façade Improvement Loan, inclusive of all outstanding Principal and any outstanding Interest accrued thereon, to be immediately due and payable without demand upon or presentment to Lions Club, which is expressly waived hereby. The Village may exercise any other rights and remedies available to it in law or in equity. No delay or omission on the part of the Village in exercising any right hereunder shall operate as a waiver of such right. Lions Club shall pay on demand all costs of collection and attorney's fees incurred or paid by the Village in enforcing the terms of this Agreement.
- C. Confession of Judgment. Lions Club irrevocably authorizes any attorney of any court of competent jurisdiction to appear for Lions Club at any time after payment is due, whether by demand, acceleration or otherwise, and confess judgment, without process, in favor of the Village, against Lions Club for such amount as may be unpaid or otherwise due hereunder, together with costs of such proceedings and attorneys' fees. Lions Club hereby waives and releases any and all claims or causes of action which Lions Club might have against any attorney acting under the terms of the authority which Lions Club has loaned herein arising out of or connected with the confession of any judgment hereunder. Lions Club acknowledges that the purpose of this loan is for a commercial use and not a consumer transaction as defined by 735 ILCS 5/2-1301(c).
- D. Breach of the Lease. The Lions Club hereby agrees that its obligations under this Agreement shall be construed as covenants of the Lease and that an Event of Default of this Agreement shall also constitute a default of the terms of the Lease. The Village may, at its election, provide thirty (30) days written notice to cure

said Event of Default. If the Event of Default remains uncured at the expiration of thirty days' notice, the Village may declare the lease term under the Lease ended and re-enter the Property, the building and other improvements thereon as provided in the Lease.

SECTION 7. VILLAGE DISBURSEMENT OF FAÇADE IMPROVEMENT LOAN FUNDS.

The Façade Improvement Loan shall be disbursed to Owner within five (5) business days of the last to occur of (a) the date on which the Agreement is fully executed by each Party and (b) the completion of the Village Administrator's examination and approval of the Lions Club's submission to the Village Administrator of each of the following: (i) proof of paid receipts or a signed contract or purchase order totaling not less than \$11,000.00 for the Improvement, and (ii) contractor and subcontractor sworn statements providing evidence of Work being completed utilizing labor at prevailing wage rates for Coal City (collectively, the "*Submittals*"). The Lions Club's tendering of the Submittals to the Village Administrator, and acceptance of the Façade Improvement Loan disbursement from the Village shall constitute a warranty by the Lions Club that it is in full compliance with all terms of the Agreement and Promissory Note. In no event shall the Façade Improvement Loan be disbursed by the Village if the Submittals are deemed incomplete or if the Lions Club has done or failed to do any action constituting an Event of Default under this Agreement.

SECTION 8. PERFORMANCE OF ELIGIBLE COST ITEMS.

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

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

- i. Comply with all codes, ordinances, rules, and regulations applicable to the Property, including all applicable building and zoning codes;
- ii. Take all reasonable action to assure completion of the Improvement within a reasonable time period and within the term of this Agreement;
- iii. Allow inspection of the work constituting the approved Improvement by authorized employees and agents of the Village to assure compliance with this Agreement and all applicable Village codes, ordinances, rules, and regulations;

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

v. Maintain, at a minimum, all contracts, change orders, bills, invoices, receipts, and canceled checks, for the term of the Agreement.

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

SECTION 9. TERM.

This Agreement shall terminate upon the first to occur of: (i) Lions Club's repayment in full of the Façade Improvement Loan, including all principal, interest and administrative fees or (ii) the date 10 years from the date first written above.

SECTION 10. GENERAL PROVISIONS.

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

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

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

D. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the Corporate Authorities of the

Village at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

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

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

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

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

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

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

With a copy to:

Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
mheinle@ancelglink.com

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

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

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

K. Incorporation of Exhibits. Exhibits A and B, attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

L. Authority to Execute.

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

2. The Lions Club. The Lions Club hereby represents that the persons executing this Agreement on its behalf have been properly authorized to do so.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS.

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

VILLAGE OF COAL CITY:

By: _____
Mayor Terry Halliday

ATTEST:

By: _____
Village Clerk Pamela Noffsinger

LIONS CLUB OF COAL CITY

By: _____

Its: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** _____, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

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

Signature of Notary

Seal

My Commission expires: _____

EXHIBIT A

Property Legal Description

LOT ELEVEN (11) IN BLOCK TWENTY-EIGHT (28) IN THE ORIGINAL TOWN OF COAL CITY, SITUATED IN THE VILLAGE OF COAL CITY, COUNTY OF GRUNDY AND STATE OF ILLINOIS.

Commonly known as: 460 S Illinois Street, Coal City, IL 60416

P.I.N.: 09-03-279-010

EXHIBIT B

Lease

(Inserted on Following Pages)

EXHIBIT C

PROMISSORY NOTE

Borrower's Name and Address:

Lions Club of Coal City
460 S Illinois Street
Coal City, IL 60416

Lender's Name and Address:

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

DATE OF THIS NOTE: August __, 2021

PRINCIPAL: \$11,000.00

FOR VALUE RECEIVED, the undersigned obligor, Lions Club of Coal City, an Illinois not-for-profit corporation with its principal place of business in Coal City, Illinois (hereinafter "Borrower"), promises to pay the Village of Coal City ("Lender"), at Lender's address listed above, the principal sum of Eleven Thousand Dollars and 00/100 (\$11,000.00) in lawful money of the United States of America, together with interest thereon at the rates set forth herein if Borrower does not repay the principal balance in full by the five (5) year anniversary of the date of this Note.

SINGLE ADVANCE: Borrower has received all of this principal sum. No additional advances are contemplated under this Note.

INTEREST and REPAYMENT: The unpaid principal balance shall accrue at a rate of interest, computed on the basis of a 360-day year of twelve 30-day months, with "Prime Rate" referring to the rate of interest per annum shown in the Wall Street Journal from time to time as the prime rate, and if such rate or such publication ceases to be published, then the prime rate announced from time to time by JPMorgan Chase Bank, or its successor, as set forth below:

<u>Principle Repayment Period from Date of Note</u>	<u>Interest Rate</u>
0 - 36 months	0.00%
36 - 48 months	Prime Rate + 1.0%
48 - 60 months	Prime Rate + 1.5%
60 - 66 months	Prime Rate + 3.50% & deferred interest
66 - 84 months	Prime Rate + 7.00% & deferred interest
84 - 96 months	Prime Rate + 10.00% & deferred interest

Except in the Event of a Default, the current interest shall not be payable as incurred, but shall instead constitute deferred accrued interest ("Deferred Accrued Interest") for the first sixty (60) months of the Note, payable only on and after the five (5) year anniversary of the date of this Note. Interest shall be computed on the unpaid principal and unpaid Deferred Accrued Interest on a monthly basis. The interest deferred during the initial 60-month period shall be charged at the Prime Rate as of the date that the interest initially accrues.

CONDITIONAL INTEREST FORGIVENESS: Borrower shall be eligible for forgiveness of all Interest (current interest plus Deferred Accrued Interest) if (i) payments totaling \$11,000.00 are tendered by Borrower to Lender on or before the five year anniversary of the date of this Note and (ii) Borrower has committed no Event of Default, as defined herein.

PREPAYMENT.

This Note may be prepaid in whole or in part without penalty at any time, at the option of Borrower.

CONFESSION OF JUDGMENT.

To further secure repayment of the Note, Borrower irrevocably authorizes any attorney of any court of competent jurisdiction to appear for Borrower at any time after payment is due, whether by demand, acceleration or otherwise, and confess judgment, without process, in favor of the Lender, against Borrower for such amount as may be unpaid or otherwise due hereunder, together with costs of such proceedings and attorneys' fees. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of the authority which Borrower has granted herein arising out of or connected with the confession of any judgment hereunder. Borrower acknowledges that the purpose of the funds loaned pursuant to this Note are for a commercial use and not a consumer transaction as defined by 735 ILCS 5/2-1301(c).

EVENTS OF DEFAULT & REMEDIES.

Upon the occurrence of any of the following (each constitutes an "Event of Default"):

- a. Lions Club fails to complete the Improvement; or
- b. Any representation or warranty made by Lions Club in this Agreement is inaccurate or incomplete in any material and adverse respect as of the date made; or
- c. Lions Club dissolves with any outstanding balance on the Façade Improvement Loan unpaid as of the date of dissolution; or
- d. Lions Club fails to repay the Façade Improvement Loan in full, inclusive of any interest accrued thereon, within 96 months of the date of the Promissory Note. Any portion of principal and/or interest remaining unpaid after 96 months' time shall be considered to be an Event of Default; or
- e. Lions Club commences any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy or insolvency; or
- f. Lions Club uses any portion of the Façade Improvement Loan for unapproved expenditures, unrelated to the Improvement, or to satisfy any other debt or obligation of Lions Club.

The Village may, at its sole option, declare the Note, inclusive of all outstanding Principal and any outstanding Interest accrued thereon, to be immediately due and payable without demand upon or presentment to Borrower, which is expressly waived hereby. Lender may exercise any other rights and remedies available to it under Applicable Law. No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right. Borrower shall pay on demand all costs of collection and attorney's fees incurred or paid by the Village in enforcing the terms of this Note.

JURY WAIVER: BORROWER HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS PROMISSORY NOTE, THE AGREEMENT, OR ANY OTHER LOAN DOCUMENT TO WHICH BORROWER IS A PARTY. EACH PARTY IS AWARE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH PARTY MAY WAIVE IT. BORROWER HAS CONSULTED WITH COUNSEL OF HIS CHOICE IN DECIDING TO MAKE THIS KNOWING WAIVER.

WAIVERS: The Borrower waives the rights of presentment, notice of presentment, protest, notice of protest, and notice of dishonor.

ASSIGNMENT: This note is assignable in whole or in part by Lender. The Note is not assignable by Borrower.

APPLICABLE LAW: This Agreement shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Grundy County, Illinois court of competent jurisdiction.

SUCCESSOR INTERESTS: The terms of this Note shall be binding upon the Borrower, and upon Borrower's heirs, personal representatives and successors, and shall inure to the benefit of the Lender and its successors and assigns.

MISCELLANEOUS.

A. Time of the Essence. Time is of the essence in the performance of the obligations under this Note.

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

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

D. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Note. Moreover, each and every provision

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 11, 2021

RE: NONPROFIT WATER.ORG LETTER OF ENGAGEMENT

The River Valley Planning Area Alliance (the KRVPAA) has been meeting to discover the best means of securing regionalized source water for all of its member agencies. There have been multiple groups that have looked to partner and share their resources with the group. To date, the Alliance has not had access to private donors, who regularly bundle private gifts from donors and support drinking water related projects. At the last meeting of the KRVPAA, Diamond's Mayor Kernc was selected as the liaison from the Alliance to interact and communicate with this organization.

Nonprofit Water.Org would like each of the member agencies to enter into an engagement letter so they may show eth support that exists within the member agencies of the KRVPAA. Each of the agencies have begun entering into these letters so the partnership may begin. Prior to entering into any arrangement for borrowing or being provided with grants, the KRVPAA would need to vote as a whole to move forward upon which Board, Coal City has one vote. There is no specific project envisioned at this time, but having the support of the group shall allow this organization to begin attending the regular monthly meetings and configure a means by which it may lend support to this regional effort.

Recommendation:

Authorize Mayor Halliday to enter into the Letter of Engagement with Non Profit Water.Org.



June 11, 2021

VIA ELECTRONIC MAIL – joec@godleypublicwater.org

Mr. Joe Cosgrove
Kankakee River Valley Planning Area Alliance

Re: Kankakee Alliance project development services

Dear Joe:

NonprofitWater.org would be pleased to assist the Kankakee River Valley Planning Area Alliance (the KRVPAA) with services in connection with the development of drinking water infrastructure to serve the KRVPAA member community water systems and other community water systems in Will, Grundy and Kankakee Counties in a regional project known as the "Kankakee Alliance." The purpose of this letter is to confirm the terms and conditions of our engagement to provide services. I also want to provide the KRVPAA with certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship.

All services will be performed as directed by the designated liaison appointed by the KRVPAA (the "KA Liaison"). All services will be performed on behalf of the KRVPAA. The liaison shall be provided sufficient notice of all meetings between KRVPAA members and NonprofitWater.org.

The KA Liaison will be the Chair of the KRVPAA, currently Teresa Kernc, Mayor of the Village of Diamond.

EMAIL: mayor@villageofdiamond.org.

In the event the KA Liaison resigns or is unable to perform duties, the KRVPAA will select another KA Liaison within thirty (30) days.

Our work on the Kankakee Alliance is with the understanding that the current desire of the KRVPAA is to recruit other communities to: 1) join the Alliance, 2) commit to purchasing wholesale water, and 3) commit to appointing a representative to serve on the management board of a tax exempt 501c3 charitable Illinois entity formed by NonprofitWater.org to own and operate the regional water infrastructure serving the participating communities, or such other entity as the Parties may agree to. We will be working, under the direction of the KA Liaison, to bring the Kankakee Alliance project to fruition.

Based on my analysis of this matter, it appears that our work will be staffed primarily by myself and Eric Emmerich. Eric is an employee of EJ Water Cooperative, Inc. which will provide services as a subcontractor to us. My expertise is in legal and financial matters and also in multiparty mediation

and facilitation based on 25 years in practice as an attorney mediator. Eric's expertise is in the establishment of regional cooperative water infrastructure with support from multiple communities, the construction and operation of such, and in the financing and regulatory requirements related thereto based on his work for EJ Water Cooperative. Rates for both Eric and myself are \$100/hour. Other staff, as needed, will perform services at lower rates. We will not bill for travel time but will bill for reimbursement of travel expenses, which have been pre-approved in writing by the KA Liaison. Of course, staffing arrangements might change as things develop, and these hourly rates are subject to change on the first of each new year. Any staffing will be assigned with the goal of efficient and cost-effective use of the proper attorneys for the nature of the work to be performed. In addition, to cover our charitable entity reporting and administrative costs, our billing will include a fifteen percent administrative overhead charge based on hourly billings.

Our standard terms of engagement are enclosed; however, to summarize them for you: (a) we will bill monthly for time and disbursements; (b) time charges will be based on the number of hours spent multiplied by the standard hourly rate of the individual performing the work; (c) disbursements will include payments made for necessary third party resources as approved by you and for travel expenses; and (d) payment is due within thirty days of receipt of our invoice. Please review them and let me know if you have any questions concerning our policies. Acceptance of this engagement letter is the KVPAA's agreement to the Standard Terms of Engagement.

NO FINANCIAL OBLIGATION

The foregoing notwithstanding, neither the KRVPA, nor any of its undersigned members or their representatives, will have ANY financial obligation to NonprofitWater.org UNLESS there is third party funding in the form of loans or grants to fund ALL financial obligations under this engagement letter. If funding is by loan, neither the KRVPA, nor any of its undersigned members or their representatives, will have any obligation under such loan. The KRVPA and the KA Liaison will assist in efforts to secure loan or grant funding. The KA Liaison will oversee work under this engagement letter. If funding is received at an interest rate agreed to by KRVPA, the KRVPA will pay invoices as per the terms of this engagement letter, subject to the payment approval requirements of the funding.

We also anticipate that the Kankakee Alliance project will require the services of other professionals, including but not limited to professional engineers and Illinois attorneys. These professionals will not be engaged unless there is third party funding to pay their bills in full. These professionals will be selected by the KRVPA and managed by us with oversight provided by the KA Liaison. We reserve the right not to work with a selected professional if they are not sufficiently experienced, qualified, or competent in providing services related to the engineering, legal or other professional work required to advance the Kankakee Alliance project toward successful completion.

If the foregoing and the attached Standard Terms of Engagement are satisfactory to the KRVPA, please indicate acceptance with a signature by the authorized representative of each member of the KRVPA on the enclosed copy of this letter in the spaces provided below.

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

<<William Senft>>
William Senft
Executive Director
NonprofitWater.org

SIGNED AND AGREED TO EFFECTIVE the 11th day of JUNE, 2021

Village of Diamond

By _____
Date: _____
Name:
Its Authorized representative

City of Braidwood

By _____
Date: _____
Name:
Its Authorized representative

Village of Coal City

By _____
Date: _____
Name:
Its Authorized representative

Custer Park Fire Protection District

By _____
Date: _____
Name:
Its Authorized representative

Grundy County

By _____
Date: _____
Name:
Its Authorized representative

Village of South Wilmington

By _____
Date: _____
Name:
Its Authorized representative

Village of Essex

By _____
Date: _____
Name:
Its Authorized representative

GODLEY PUBLIC WATER DISTRICT

By _____
Date: _____
Name:
Its Authorized representative

NONPROFITWATER.ORG

STANDARD TERMS OF ENGAGEMENT (2021 Version)

We appreciate your decision to retain NonprofitWater.org, a 501c3 tax exempt nonstock corporation, to provide services. The following summarizes our billing practices and certain other terms that will apply to our engagement, unless otherwise specified in the accompanying engagement letter (the "Engagement Letter").

Our Client

Our client is the person or entity expressly identified in the Engagement Letter. Where we represent an entity as our client, only the entity is our client and not its parents, subsidiaries, affiliates, officers, directors, partners, employees, agents, customers, or service providers, unless the Engagement Letter expressly defines them as clients.

Scope of Services

The services we will provide are limited to those set forth in the Engagement Letter or as otherwise agreed to in writing. Our services do not include legal engagement or accounting services, valuation services, investment banking services, or brokerage services.

Client Responsibilities

Because our engagement depends on information we receive from you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide NonprofitWater.org with all relevant facts, documents, electronically stored information, and other data and communications regarding the subject of our engagement. You also agree to cooperate fully with us, including making your employees available to us when necessary, responding in a timely fashion to requests for information or decisions necessary to our engagement and attending and participating in meetings, preparation sessions, court proceedings and other activities in the engagement.

Fees

When establishing fees for the services that we render, we are guided primarily by the time and labor required, although we also consider other factors, such as the novelty and difficulty of the issues involved, the skill required to perform the particular assignment, the fee customarily charged for similar services, the amount of money involved or at risk, the time constraints imposed by either the client or the circumstances, and any unforeseen circumstances arising in the course of our engagement. The effect of the foregoing factors upon any particular assignment given to us is difficult to predict with precision and for this reason we generally cannot give precise estimates of the total fees for our engagement in connection with a particular matter.

We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge. We will attempt to provide as much billing information as the client reasonably requires, in the form desired.

Disbursements

In addition to hourly fees, our invoices include any out-of-pocket expenses we have advanced on behalf of the client, which have been pre-approved in writing by the KA Liaison. These advanced costs generally include such items as travel expenses, conference call services, messenger and delivery service, postage in excess of the first-class rate for ordinary letters, fees for filing, recording, certification, and registration charged by governmental bodies, transcript costs, the cost of photocopying materials sent to the client or third parties or required for our use, and any other third-party charge incurred in working for you.

Experts and Consultants

If we utilize third party experts, consultants, vendors, or other professionals on your behalf, you may be expected to sign an engagement letter with that professional or vendor and to be responsible for direct payment of all fees, costs, and expenses of the professional or vendor. We will not assume or accept responsibility for paying any expert, consultant, or other professional engaged on your behalf unless agreed in advance as is the case with our subcontractor arrangement with EJ Water Cooperative, Inc.

Billing

We generally bill monthly and our invoices are due within thirty (30) days of receipt. Any payments made may be applied first to the oldest outstanding invoice or applied to replenish a retainer, if applicable. In the unlikely event that collection activities are necessary, you agree that we are entitled to recover reasonable attorneys' fees and court costs in connection with such collection activities.

Advanced Fees/Retainers

We apply any advance deposit to the last monthly billing for the matter and we refund any excess at the conclusion of our engagement. We reserve the right to use any part of said funds to satisfy a delinquent payment, and to discontinue engagement until you forward funds to restore the full retainer.

Estimates and Budgets

If requested and subject to the provisions of this paragraph, we will provide an estimate or budget for a particular engagement. It shall be your responsibility, if you wish to do so, to track the actual fees and charges of NonprofitWater.org against the estimate or budget and to bring promptly to our attention any concerns or questions that you may have if there are any variances between the actual billings and the estimate or budget. It is often impracticable to determine in advance the amount of effort that will be needed to complete all of the necessary work on a matter or the total amount of fees and costs that may be incurred. Moreover, these estimates and budgets are not intended to be binding, are often subject to circumstances beyond our control, and are imprecise by their nature. You are responsible for paying the actual fees and expenses incurred for your matters even if they turn out to exceed the budgeted estimates.

Other Representations and Potential Conflicts

With respect to any matter in which we work for you, we will not work for any other person with directly adverse interests to you in that matter without first obtaining your consent. With respect to working for anyone with interests that may overlap or even be at times contrary to yours, you agree that we can work for such parties in such matters so long as (a) such matters are not directly related to a matter in which we are working for you and (b) the staff working on such other client matter have no access to any of your confidential information on such matter.

Additionally, it is not uncommon for NonprofitWater.org to be asked to work for multiple members of a corporate family. For example, NonprofitWater.org is often asked to work for a parent corporation and its subsidiaries and affiliates. If NonprofitWater.org is requested to provide services to one member of a corporate family that involve or impact other members of a corporate family, each entity that is a client hereby consents to said engagement unless and until the entity specifically notifies NonprofitWater.org in writing that it is withdrawing its consent.

Document Retention and Destruction

During the course of our engagement we may generate or come into possession of various paper and electronic documents ("Materials") pertaining to your matters. Upon your request, at the conclusion of each matter for which we are engaged, we will make arrangements to return to you any original Materials you have provided to us that remain in our possession. In the absence of written instructions from you to the contrary, we reserve the right, upon the expiration of five (5) years after the conclusion of a matter, to dispose of all Materials pertaining to the matter without further notice to you. Accordingly, if there are Materials you wish to obtain from our file upon the conclusion of a matter, it will be necessary for you to advise us in writing of that request to ensure that they are not destroyed. You agree to pay for the

reasonable costs of retrieval, assembly, processing and transfer to you of any requested Materials. You also agree that all Materials retained by NonprofitWater.org after the conclusion of the matter are the sole property of NonprofitWater.org.

With respect to electronic Materials, in the absence of any other arrangements made with you in writing, NonprofitWater.org reserves the right, upon the expiration of three (3) months after the completion of a matter, to transfer hosted data and any ancillary electronic files to a suitable off-line storage medium, with reasonable one-time storage media and IT costs to be charged to, and payable by, you. Upon transfer to such suitable storage media, the data and ancillary electronic files will continue to be treated as Materials in accordance with the immediately preceding paragraph.

NonprofitWater.org's files pertaining to the matter will not be delivered to you. You agree that NonprofitWater.org's files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal work product (such as drafts, notes, internal memoranda, and research, including investigative reports and mental impressions, prepared by us for our internal use). You agree that NonprofitWater.org's files remain our property and for various reasons, including (without limitation) the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of NonprofitWater.org's files at any time after the conclusion of the matter.

Data Security

It is common for us to exchange documents and communicate electronically, including by unencrypted email and with various cloud or third-party services, and you authorize us to do so in the course of our engagement. Unfortunately, third parties may improperly attempt to intercept, divert, misappropriate, control, interfere with, corrupt or destroy those records despite your and our attempts to prevent such unauthorized actions. As a result, while we will endeavor to protect any of your electronic information that we possess the same as we would our own, including from inadvertent incidents, we cannot and do not represent or warrant that those efforts will be adequate to thwart all potential wrongdoers or incidents.

Subpoena, Lawful Process or Third Party Claims

If NonprofitWater.org or any of its personnel are required by subpoena or other lawful process to provide testimony or produce documents or records, including electronic records, relating to NonprofitWater.org's engagement, or if we must defend the confidentiality of your communications with us in any proceeding, you agree to pay us for our time, at the standard hourly rate for the particular individuals involved, and our expenses, even if our engagement has ended, in addressing and responding to any such matter. Additionally, to the fullest extent permitted by law, if a third party threatens or brings a claim against us for actions taken by us in connection with working for you, you agree to indemnify and hold us harmless from any and all costs and expenses incurred by us, and pay us for our time and expenses incurred, including without limitation any outside legal fees we may incur in connection with such claim or threatened claim, but only to the extent not caused by the negligent act or omission or willful misconduct of NonprofitWater.org or its officials, employees or agents.

Termination of Services

You have the right at any time to terminate our services and engagement upon written notice to NonprofitWater.org.

We reserve the right to terminate the engagement if our invoices are not timely paid. We also reserve the right to withdraw from our engagement in accordance with applicable rules of professional conduct if, among other things, you fail to honor the terms of the Engagement Letter or these Standard Terms of Engagement or any fact or circumstance would, in our view, render our continuing engagement unlawful or unethical. We will be entitled to be paid for all services rendered and costs and expenses paid or incurred on your behalf up to the date of termination or withdrawal, as well as for services rendered and costs and expenses paid or incurred in connection with acquainting any new person with the matter and making copies of documents for the client, any new person and NonprofitWater.org.

Upon the termination of our involvement in a particular matter for which we were engaged, we shall have no duty to inform you of any subsequent events or developments that may be relevant to such matter or that could affect your rights and liabilities. Unless you and NonprofitWater.org agree in writing to the contrary, we shall have no obligation to monitor renewal or notice duties or similar deadlines that may arise from the matters for which we had been engaged.

No Guarantee of Outcome

We do not and cannot guarantee the outcome of any matter. Any comments or statements about possible outcomes to a matter are expressions of opinion only.

Waiver of Jury Trial/Venue

IN ANY DISPUTE BETWEEN US, WE BOTH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL. Venue shall be the circuit court of Will or Grundy Counties.

Entire Agreement

These Standard Terms of Engagement and any accompanying engagement letter together comprise the entire agreement between you and NonprofitWater.org with respect to our engagement and supersedes all prior and contemporaneous oral and written agreements or understandings between us. From time to time, NonprofitWater.org may revise these Standard Terms of Engagement, in which case the revised terms will modify these terms and become effective as between us on the earlier to occur of your execution of the revised terms or thirty days after we provide you with a copy of the revised terms in writing; otherwise, this agreement may be modified only by subsequent written agreement of the parties.

We want to thank you again for selecting us. We look forward to a mutually satisfying and rewarding relationship.

NonprofitWater.org

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 11, 2021

RE: CONTRACT FOR CADILLAC GROOVE

Attached is the final contract for Cadillac Groove. This band has been selected to play at the Fall Fest, which will occur the evening of Saturday, September 18. This contract was held due to COVID and has been updated to the new location which will be in the parking lot on the west side of Bob's Advanced Auto. The Park Board is working with the band and Bob Davis to ensure everything I provided as required within the contract.

Recommendation:

Authorize Mayor Halliday to enter into a contract with Cadillac Groove for entertainment at the upcoming Fall Fest.



802 RICHARDS COURT, SHOREWOOD, IL 60404 815-236-9180, info@cadillacgroove.com, www.cadillacgroove.com

This agreement for the personal services of performers on the engagement described below is made on: 6/25/21. Between Village of Coal City- Terry Halliday (hereinafter referred to as "Purchaser") and CADILLAC GROOVE (hereinafter referred to individually and collectively as "Artist").

1. Name and address of place of performance: **Performance Parking Lot Venue, 655 S. Broadway, Coal City, IL**
2. Date and time of performance along with break information: **Saturday, September 18, 2021 , 6:00pm – 10:00pm, 2 – 20 minute breaks**
3. Purchaser Contact(s) : **Coal City Park Board, 815-274-9906, jacquelines.arroyo@gmail.com.**
4. Type of Event: **South Broadway Coal City Party**
5. Sound System to be supplied and operated by : **CADILLAC GROOVE**
6. Lighting System to be supplied and operated by : **CADILLAC GROOVE**
7. Purchaser will provide a hard, flat surface for the Artist to perform on. Size of area should be **approximately 30 feet wide by 20 feet deep (the band can be configured to fit into most any shape space. Keep in mind there are 9 musicians that will require a certain amount of space).** Performance area should be covered.
8. Purchaser will provide: **a minimum of 3, separate, dedicated, 20 amp circuits for the band to use and the outlets shall be within 20 feet of the stage area.**
9. Special provisions and information : **PURCHASER SHALL PROVIDE WATER, GATORADE, SODA, BEER FOR 10 BAND MEMBERS**
10. Contract price : **\$1,800.00 (check made out to: CADILLAC GROOVE)**
11. A deposit of : **\$0.00** shall be paid by Purchaser to Artist due no later than:
12. Final payment of : **\$1,800.00** shall be paid by purchaser to Artist 1 week prior to performance. Payment shall be made only to band leader of Artist.

It is understood that this agreement is binding on both Purchaser and Artist. If the engagement is canceled by Purchaser for any reason other than Act of God (not to include rain), Purchaser's deposit, if any, shall be forfeited, such forfeiture being in addition to Artist's other remedies at Law. In the event of rain, Purchaser must provide alternate performance site or pay Artist in full. If the engagement is canceled by Artist for any reason other than Act of God, Artist will offer up alternate dates, contact information for alternate artists, and will refund any deposits paid to Artist. If the venue should cancel the event less than a week in advance of the event date, artist shall receive 1/2 payment of total value of contract. If the venue should cancel the event less than 24 hours prior to event date and time, the venue will pay artist in full for the value of the contract.

Purchaser:

By : _____ Date: _____
SIGNATURE OF PURCHASER

Artist:

By : Thomas Dixon (eSignature) Date : 6/25/21
SIGNATURE OF ARTIST

ANY ATTACHMENTS, RIDERS OR ADDENDA ARE BINDING PARTS OF THIS CONTRACT.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 11, 2021

RE: CRACK SEALANT BIDS

On July 29th bids were opened at Village Hall in order to receive the cost of applying crack sealant throughout the Village. This is the last streets-related project to be bid for this current construction season (in addition to the tar & chip and primary street and annual program). Two bids were received and the lowest ne form SKC Construction was below the engineering estimate. Attached are the bids that were received that day along with a map displaying the streets that shall receive this application.

Recommendation:

Select SKC Construction as the lowest responsive bidder to complete crack sealant application for an estimated \$33,400 throughout Coal City.

**VILLAGE OF COAL CITY
BID LETTING-2021 CRACK FILLING
JULY 29, 2021**

At 10 a.m. on Thursday, July 29, 2021 in the boardroom of the Village Hall, Matthew Halloran from Chamlin Engineering conducted the 2021 crack filling bid letting. In attendance was village administrator, Matt Fritz.

There were two bids submitted.


1. SKC Construction Inc.
West Dundee, IL

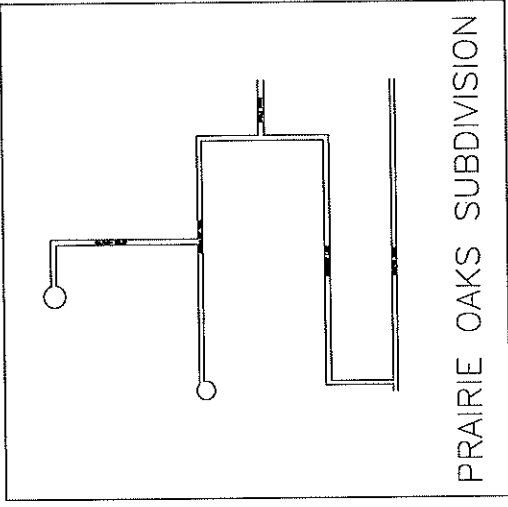
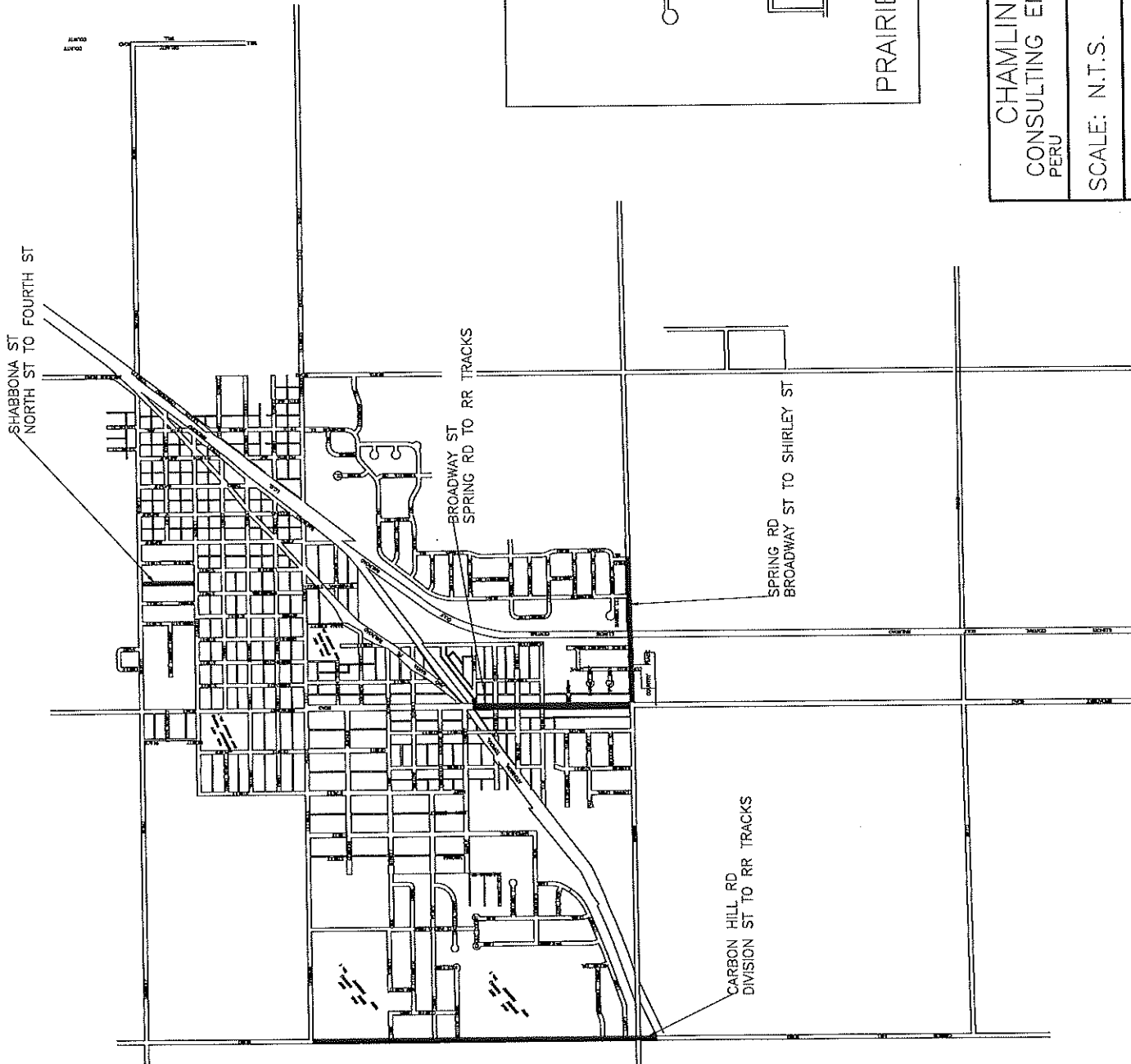
Bid Bond was submitted	Total Bid	\$33,400.00
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2. Denler, Inc.
Joliet, IL

Bid Bond was submitted	Total Bid	\$42,000.00
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Both bids are under the engineering estimate. The apparent lowest responsible bidder is SKC Construction. The Village Board will award the contract at their next meeting. The bid letting was closed at 10:04 a.m.


Pamela M. Noffsinger, Village Clerk



PRAIRIE OAKS SUBDIVISION

CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS MORRIS ILLINOIS	
SCALE: N.T.S.	VILLAGE OF COAL CITY CRACK FILLING LOCATIONS
DATE:	DRAWN BY: MGH FILE NO.: