

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
SEPTEMBER 22, 2021
7:00 P.M.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes September 8, 2021
4. Approval of Warrant List
5. Public Comment
6. Ordinance 21-27 Granting Conditional Uses & Variances
2860 S. Broadway
7. Ordinance 21-28 Annexation of Property Adjacent to
835 E. Division Street
Avery/Powell Properties LLC

8. Ordinance 21-29 Zoning Map Amendment
Property Adjacent to 835 E. Division Street
Avery/Powell Properties LLC
9. Ordinance 21-30 Entering into a Right-of-Way Agreement with
Surf Broadband
10. Appointment of Walt Mahaffey to the Planning and Zoning Board
11. Request for Payment to Chamlin Engineering:
 Thru May 2, 2021 Water Treatment System Engineering \$72,000
 Thru May 30, 2021 Water Treatment System Engineering \$42,450
 Thru July 4, 2021 Water Treatment System Engineering \$21,900
12. Approval of Purchase of Christmas Street Decorations-Temple Display
13. Report of Mayor
14. Report of Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 D. Togliatti
15. Report of Village Clerk
16. Report of Village Attorney
17. Report of Village Engineer
18. Report of Chief of Police
19. Report of Village Administrator
20. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 22, 2021

**RE: GRANTING CONDITIONAL USES AND VARIANCES FOR AIRGAS
FREIGHT TERMINAL UTILIZATION**

UP Acquisitions, LLC is attempting to locate a tenant who is in need of Union Pacific manifest freight deliveries to be provided from the lead track, which provides industrial service to the Coal City Inland Logistics Port. Due to its intended location, the owner of the property is looking to install a new railroad switch to allow argon tankers to be brought in and unloaded to accommodate local trucks in need of additional argon supply. The end user, Airgas, operates a facility in Minooka and finds this location advantageous in order to provide this necessity throughout the Midwest region.

This matter is something for which the petitioner desired to withdraw the original petition in order to redo the public notice and consideration to ensure the public had proper notice for all variances and conditions to be considered at this property. The concept remains the same – tanks with inert gas will be filled well below their rated pressure level in order to allow trucks from the region to fill up with the contents from the tank so the commodity can be more readily available within the surrounding region. The Union Pacific returned some comments that slightly changed the configuration of the property resulting in less impact upon S. Broadway; the total frontage shall increase and the UP is planning up switching this freight to travel parallel to the main line via a new switch opposed to another east/west spur. The final land use plan will be provided at the public hearing on Monday evening for final inspection. Airgas shall be provided a smaller lot within the industrial area leased for the placement of these large vertical tanks.

In an effort to expedite the adoption process, the consideration of the recommendation was placed onto the agenda to allow the Village Board to act following recommendation by the Planning & Zoning Board. The new layout shall also utilize the existing spur that had been previously installed to allow the UP freight to come from the main line to this set of sidings.

Recommendation:

Adopt Ordinance No. _____: Granting Conditional Uses and Variances for the operation of an Airgas Freight Terminal at 2860 S. Broadway.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: UP Acquisitions LLC

Address: 1040 W. Route 6, Morris, IL Phone number: 815-378-9656

Owner represented by: Self Attorney

Contract ~~purchaser~~ ^{Tenant} Airgas, an AirLiquide Co. Other agent Glenn Schumacher (for Airgas)*

Agents name Joe Phillips (for Owner) Phone number: 815-378-9656

Address: 1488 South Broadway St., Coal City IL 60416

Existing zoning: I-1 Use of surrounding properties: North see attached South see attached

East see attached West see attached

What zoning change or variance: (specify) See attached

To allow what use Argon Rail Depot and Storage Facility

Tax number of subject property: part of 09-14-300-007

Common address of property: South Broadway Road, Coal City, IL

Parcel dimensions: TBD as built Lot area (sq. ft.) part of 32.32 acre-parcel

Street frontage +/- 1426'

Legal description Parcel 09-14-300-007 (partial, as depicted in plans submitted to Village) located approximately at southeast corner of South Broadway Road and Reed Road

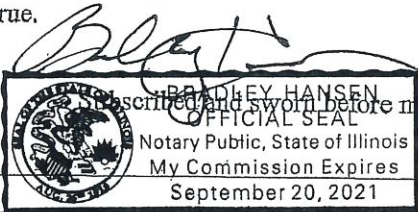
* 773-368-7283

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.

Joseph J. Phillips, 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.



Notary Public (Seal)

Subscribed and sworn before me on this 10th day of August, 2021.

[Signature]
Signature of Owner

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

Please note the number of pages attached. 1

FOR OFFICE USE ONLY

Case number	<u>ZA-335</u>	Location of hearing
Filing date	<u>Aug. 11, 2021</u>	Village Hall
Hearing date	<u>Sept. 7, 2021</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

Addendum to Coal City Zoning Application for UP Acquisitions LLC / Airgas

Use of Surrounding Property:

North: Industrial; truck/bus terminal (Grundy County)

South: Industrial; oil recycling and transport (Grundy County)

East: Agricultural (Grundy County)

West: Agricultural (zoned I-1) (Coal City)

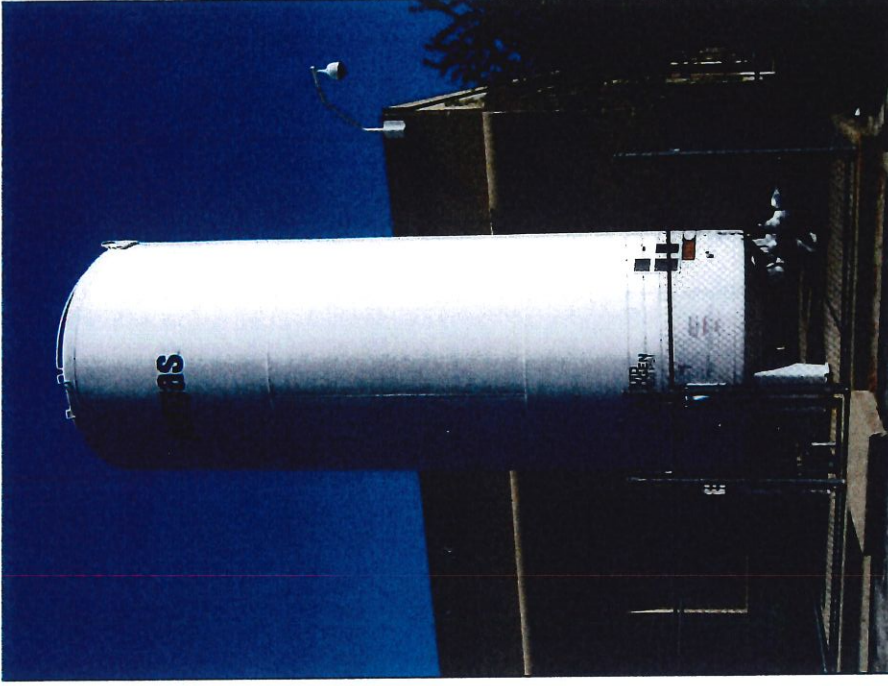
What zoning change or variance:

1. Conditional use approval for a freight terminal (Zoning Code, Table 9, #23)
2. Conditional use approval for railroad rights-of-way and trackage (Zoning Code, Table 9, #47)
3. Conditional use approval for industrial uses not listed elsewhere as permitted or conditional uses, including facilities for tanks (Zoning Code, Table 9, #32)
4. Variance to allow a security fence that exceeds 6 feet in height and does not have a "finished" side (Zoning Code, §156-171.C(1) and (2))
5. Variance to allow a security fence that that is constructed of chain link or other rolled fence material (Zoning Code, §156-171.E(1))
6. Variance to allow gravel parking lots (Zoning Code, §156-139)
7. Any other approval necessary or appropriate for the operation of the subject property for the above conditional uses, as described in plans presented to the Village of Coal City, including any necessary exceptions to the Industrial Development Design Standards & Guidelines

Airgas[®]
an Air Liquide company

Coal City, IL Argon Rail Depot & Storage

Illustrations & Pictures
07 Sep 2021



Airgas Liquid Argon Rail & Storage Depot - Coal City

- **Conditional Use:**
 - Airgas' proposed use for the site is: unload liquid argon railcars, storing liquid argon, and load semi tractor-trailers with liquid argon.
 - Airgas will rail liquid argon from the Gulf Coast of the US to Coal City for re-distribution throughout the Midwest.
 - Airgas expects to receive and release 7-10 rail cars per week and road traffic will average 4-5 trucks per day.
 - Attached is the layout with dimensions, a 3D modelling, and pictures of a single and multiple vertical cryogenic tanks. The Airgas vessels at the depot will also be painted white with an Airgas decal, similar to the one shown in the below slide.
- **What is Argon:**
 - Argon is an inert gas which is used in diverse applications such as welding, electric appliances, inert atmospheres in steel production and semiconductor industry.
 - Argon is separated from air in a cryogenic distillation air separation plant. Argon is one of three gases that make up atmospheric air, the other two being oxygen and nitrogen.
 - Argon is a non-flammable, inert gas or liquid. When liquid argon is exposed to ambient conditions, the liquid quickly vaporizes and returns to the air as a colorless, odorless, inert gas. No solid or liquid residue is left behind. Argon can not contaminate the soil or air.
- **Storage Vessel Information:**
 - The depot storage will consist of 10 x 15,000 gallon vertical cryogenic storage vessels (model VS15000) having a working pressure of 250 psig. The vessels will be operated at pressures less than 100 psig.
 - The height of the standard vessel is 43.75'. Airgas will add 3 foot leg extensions for improved liquid argon pumping which will make the total vessel height 46.75'.

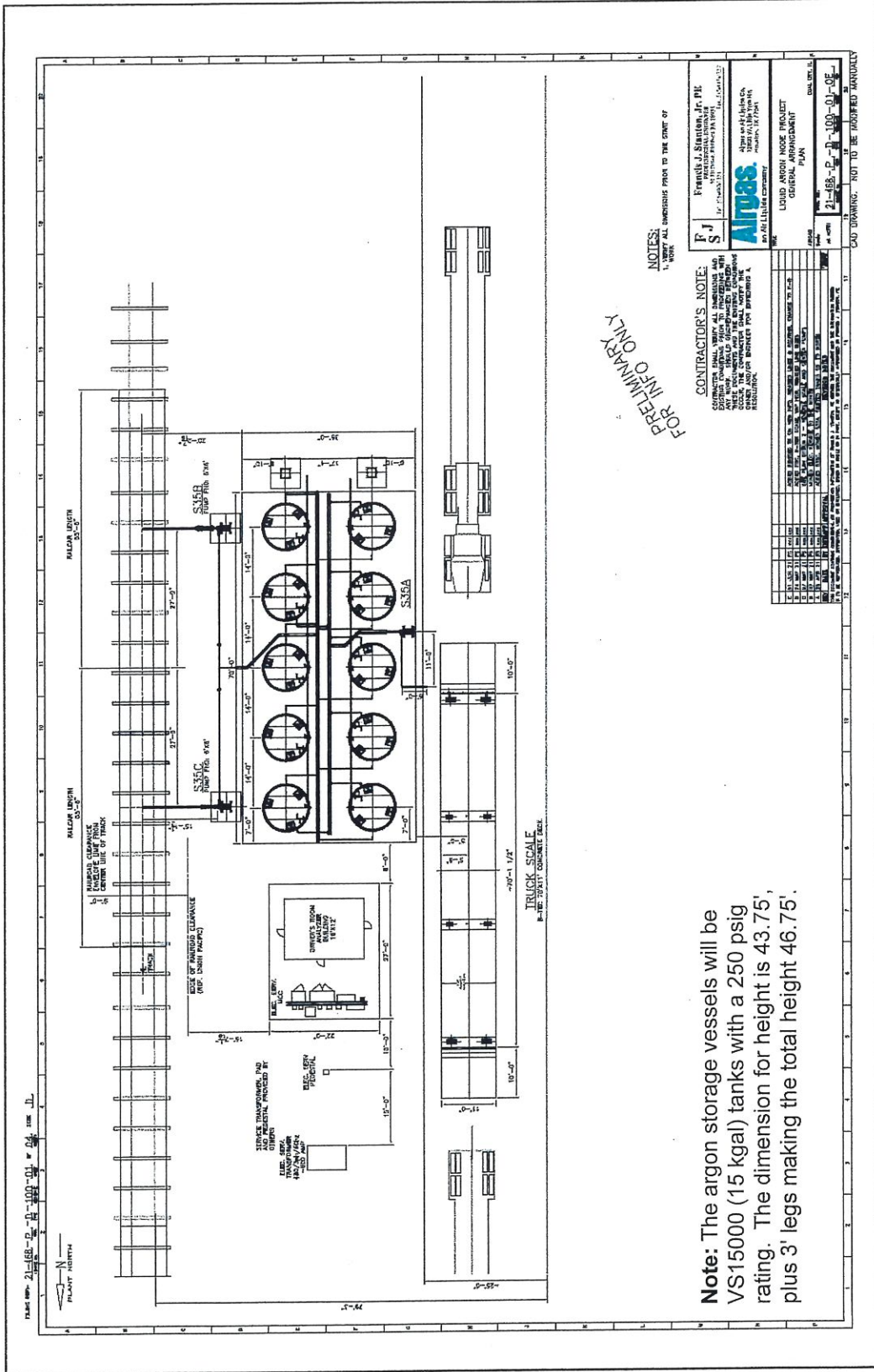
07 SEP 21 • Merchant On-sites

THIS DOCUMENT IS **INTERNAL AND CONFIDENTIAL**

Schumacher/Parks

Argon Rail Depot & Storage

Airgas.
an Air Liquide company



Note: The argon storage vessels will be VS15000 (15 kgal) tanks with a 250 psig rating. The dimension for height is 43.75', plus 3' legs making the total height 46.75'.

PRELIMINARY
FOR INFO ONLY

NOTES:
1. VERIFY ALL DIMENSIONS PRIOR TO THE START OF WORK.

CONTRACTOR'S NOTE:
EXISTING TO BE REMOVED TO PROVIDE WITH TRUCK SCALE AND STORAGE VESSELS. ALL DIMENSIONS AND LOCATIONS ARE TO BE VERIFIED BY THE CONTRACTOR PRIOR TO START OF WORK.

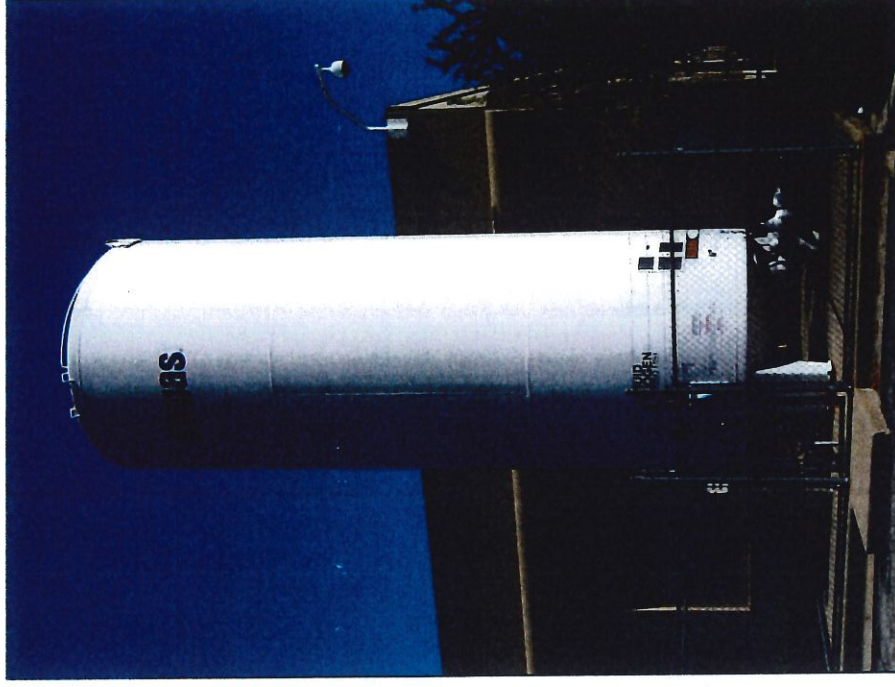
FRANK J. SERRA, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 45112
SERRA ENGINEERING
1000 S. GARDEN ST., SUITE 100
COSTA MESA, CA 92626
TEL: 714/440-1111
FAX: 714/440-1112
WWW.SERRAENGINEERING.COM

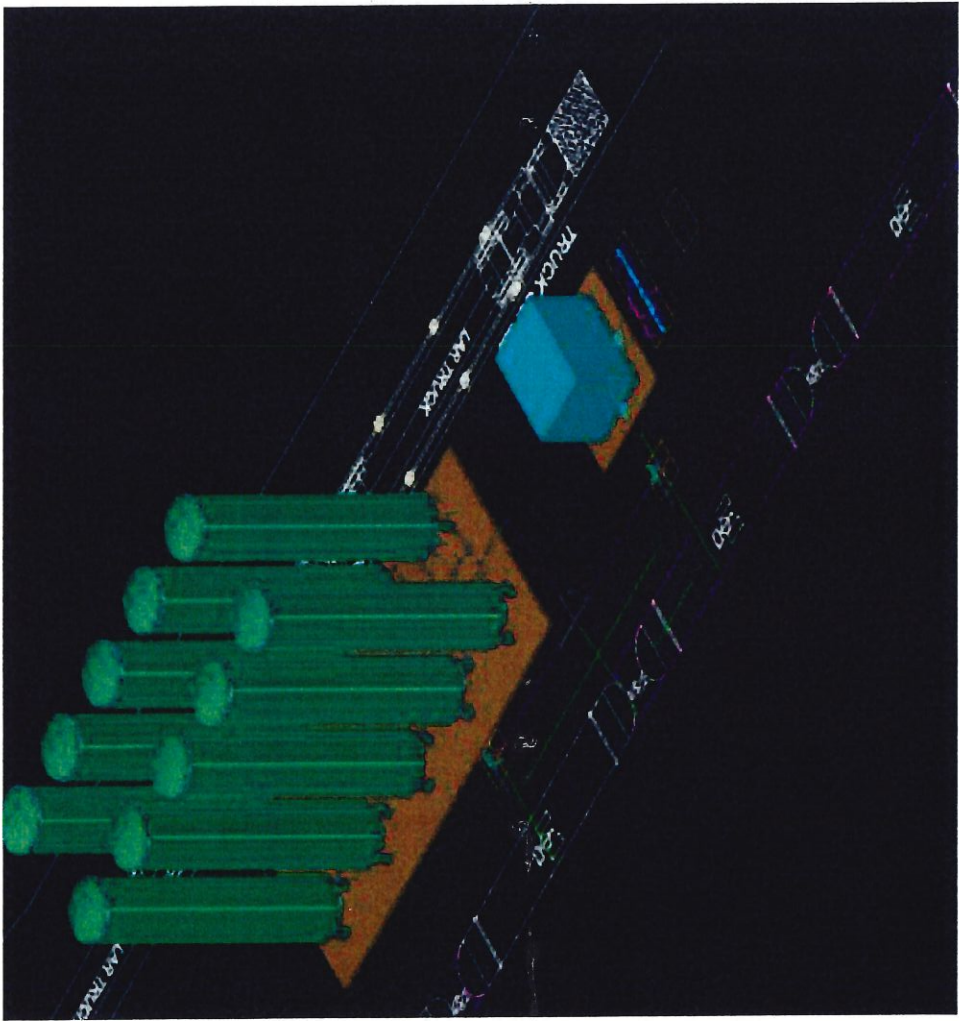
ALTIMAS
ALTIMAS CORPORATION
1000 S. GARDEN ST., SUITE 100
COSTA MESA, CA 92626
TEL: 714/440-1111
FAX: 714/440-1112
WWW.ALTIMASCORP.COM

LOUIS ANTHON NOSE PROJECT
GENERAL AGREEMENT
PLAN
21-188-P-D-100-01-02

CAUTION: NOT TO BE MODIFIED MANUALLY

Examples of cryogenic storage vessels
(They are always painted white.)





Zoning Application

Addendum to Coal City Zoning Application for UP Acquisitions LLC / Airgas

Use of Surrounding Property:

North: Industrial; truck/bus terminal (Grundy County)

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What zoning change or variance:

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5. Variance to allow a security fence that is constructed of chain link or other rolled fence material (Zoning Code, §156-171.E(1))
6. Variance to allow gravel parking lots (Zoning Code, §156-139)
7. Any other approval necessary or appropriate for the operation of the subject property for the above conditional uses, as described in plans presented to the Village of Coal City, including any necessary exceptions to the Industrial Development Design Standards & Guidelines

07 SEP 21 • Merchant On-sites

THIS DOCUMENT IS ~~INTERNAL AND CONFIDENTIAL~~

Schumacher/Parks

Argon Rail Depot & Storage

Airgas.
an Air-Liquide company

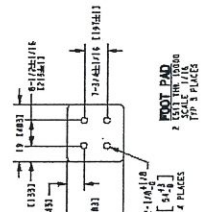
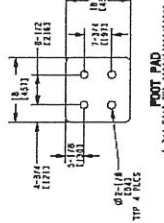
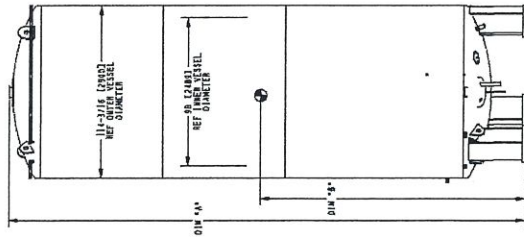
WEIGHTS AND SPACINGS DATA

MODEL	VS-9000					VS-10000					VS-50000				
	175	250	400	500	750	175	250	400	500	750	175	250	400	500	
NET WT	12.07	17.24	27.58	34.41	42.67	17.24	27.58	34.41	42.67	52.94	17.24	27.58	34.41	42.67	
WEIGHT EMPTY	29.459	32.399	38.900	45.100	55.000	48.100	55.100	65.100	75.100	85.100	48.600	55.600	63.600	70.600	
WEIGHT FULL	117.408	127.388	137.368	147.348	157.328	142.100	152.080	162.060	172.040	182.020	115.800	125.780	135.760	145.740	
NET WT	17.24	27.58	34.41	42.67	52.94	17.24	27.58	34.41	42.67	52.94	17.24	27.58	34.41	42.67	
WEIGHT EMPTY	48.600	55.600	63.600	70.600	77.600	48.600	55.600	63.600	70.600	77.600	48.600	55.600	63.600	70.600	
WEIGHT FULL	166.800	176.780	186.760	196.740	206.720	166.800	176.780	186.760	196.740	206.720	166.800	176.780	186.760	196.740	
NET WT	17.24	27.58	34.41	42.67	52.94	17.24	27.58	34.41	42.67	52.94	17.24	27.58	34.41	42.67	
WEIGHT EMPTY	48.600	55.600	63.600	70.600	77.600	48.600	55.600	63.600	70.600	77.600	48.600	55.600	63.600	70.600	
WEIGHT FULL	166.800	176.780	186.760	196.740	206.720	166.800	176.780	186.760	196.740	206.720	166.800	176.780	186.760	196.740	

CAPACITY

MODEL	VS-9000	VS-10000	VS-50000
GROSS GALLONS	32.955	11.410	15.720
NET GALLONS	8.510	4.855	36.150
LITERS	34.931	41.468	57.008
OXYGEN	329.302	35.722	503.300
NITROGEN	837.100	102.000	1,402.300
ARGON	23.784	28.657	35.703

Vessel height noted (625 inch), plus 3 ft. leg for a total of 661 inch



DESIGN DATA

DESIGN	VS-9000
TEMPERATURE	Full Vacuum Per CGA-341
TEMPERATURE	F -20° TO 30°
TEMPERATURE	C -29° TO 14°
INSULATION	ASB CARBOR STEEL
MATERIAL OF CONSTRUCTION	VACUUM AND MULTILAYER INSULATION
VACUUM	3-1/2" PUMP-OUT PORT
VACUUM LEAKAGE CONNECTION	HASTINGS DYK
BUILDING CODE	DESIGNED FOR CURRENT BUILDING CODE
SEE CHART POLICY	WMP-100

REVISIONS

NO.	DATE	DESCRIPTION
1	12/22/72	DESIGNED
2	12/22/72	REVISED
3	12/22/72	REVISED
4	12/22/72	REVISED
5	12/22/72	REVISED
6	12/22/72	REVISED
7	12/22/72	REVISED
8	12/22/72	REVISED
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49	12/22/72	REVISED
50	12/22/72	REVISED

D-1490888
STRETCH 175/250/400/500PS
REV J

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USES TO THE ZONING CODE
ALLOWING FOR THE PLACEMENT OF INDUSTRIAL TANKS AT 2860 S.
BROADWAY NOT TO EXCEED 50 FEET IN TOTAL HEIGHT**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DAN GREGGAIN
DAVIS 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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING CONDITIONAL USES TO THE ZONING CODE
ALLOWING FOR THE PLACEMENT OF INDUSTRIAL TANKS AT 2860 S.
BROADWAY NOT TO EXCEED 50 FEET IN TOTAL HEIGHT**

WHEREAS, an application for conditional uses provided in Section 156-230 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by an agent of the property owner, Joe Phillips and Glenn Schumacher (“Applicant”), on August 11, 2021 to operate a rail terminal to include liquid argon tanks; and

WHEREAS, the total height of the fencing to secure the perimeter shall exceed 6’ and to be made of a rolled material to contain storage tanks that shall not exceed 50’ in total height; and

WHEREAS, Section 156-112 sets forth Conditional Uses for Industrially-zoned property within Table 9 of the Village Code; and

WHEREAS, Applicant seeks approval of the conditional uses permitting railroad rights of way to be a fright terminal that utilizes tank storage; and

WHEREAS, the subject property shall be developed in a manner consistent with the tank storage utilization presented by the Applicant, which shall utilize a gravel parking lot to accommodate the truck traffic; and

WHEREAS, a public hearing was properly noticed and duly held on September 7, 2021 and continued until September 20, 2021; and

WHEREAS, subsequent to the public hearing, the Zoning Board of Appeals made certain findings of fact, set forth herein, and positively recommended to the Board of Trustees the approval of conditional uses permitting railroad rights of way to be a fright terminal that utilizes tank storage, subject to compliance with certain conditions set forth herein; and

WHEREAS, Article XI of Chapter 156 and Section 156-27 permits the Village Board to approve Conditional Uses in accordance with the Village Code; and

WHEREAS, the Village Board of Trustees and the President of the Village of Coal City have reviewed the petition, the Zoning Board of Appeals’ written findings of fact and recommendation, the applicable legal standards and Village Zoning Code criteria governing conditional uses, and hereby concur with said findings and recommendation of the Zoning Board of Appeals, finding and determining that it is in the best interests of the Village to grant the requested conditional uses, subject to and contingent upon compliance with the conditions set forth in this ordinance.

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.* Furthermore, the Board of Trustees finds the following regarding the petitioner's request for a certain conditional uses:

- A. **Traffic.** This area has been zoned and planned for industrial railroad trackage along with its possible uses. The user requesting this conditional use shall access the property 4-6 times per week in order to acquire the inert gas from the tanks.
- B. **Environmental Nuisance.** The intended use of the property shall comply with the Village's Performance Standards provided within Section 156-205. The purpose of the station shall minimize the overall environmental impact due to larger batches being brought to the region via train and available for transloading within the immediate area.
- C. **Neighborhood Character.** The utilization of the conditional use shall not result in a deleterious effect upon the neighboring properties; this is one of the competitively advantageous utilizations of industrial land provided rail service by the Union Pacific. Similar uses are contemplated for the surrounding neighborhood.
- D. **Public Services and Facilities.** The conditional use shall not result in the need for additional public services to the property; the current operation shall not require the extension of sanitary or potable water to the property.
- E. **Public Safety and Health.** Storage of an inert gas is planned for the property. Despite the safety precautions to be put in place should a leak occur, the dissipation of this material within the atmosphere shall not cause a nuisance to the public safety and health of the community.
- F. **Other Factors.** The proposed conditional use demonstrates the utilization of the land in a manner for which it was planned and included within the comprehensive plan.

Section 3. *Findings of Fact.* Furthermore, the Board of Trustees finds the following regarding the petitioner's request for certain variances:

- A. **Special Circumstances Not Found Elsewhere.** This property shall be setback and is located in an industrial development area unlike land that has been previously developed.

- B. **Unnecessary Hardship.** Gravel surfacing allows a greater amount of permeability on the premises and is the minimum development standard necessary to accommodate the intended truck traffic for this premises; maintaining a higher rate of investment shall decrease the competitiveness of this location.
- C. **Necessary for Use of the Property.** The security that is required necessitates a perimeter fence height that shall discourage any passersby from trespassing; since this property will not have constant personnel, it is important to dissuade anyone from tampering.
- D. **Consistency with the Local Area and Comprehensive Plan.** This industrial development is to occur within the area prescribed by the Village Board and is consistent with the adopted comprehensive plan.
- E. **Minimum Variance Recommended.** The petitioner has elaborated on specific variances required and plans upon improving the property in a manner that minimizes any additional relief from the Village Code

Section 4. Description of the Property. The property is located at the property commonly referred to as 2860 S. Broadway in the Village of Coal City (the "Property") within an I-1 District. The Property bears tax identification number 09-14-300.

Section 5. Public Hearing. Following due and timely notice via an advertisement on August 18, 2021 in the *Coal City Courier*, the certified mailing of notice to abutting property owners, and the posting of a sign on the Property in accordance with Section 156-30 of the Village Code, a public hearing was held by the Zoning Board of Appeals on September 7, 2021 and concluded until its continuance on September 20, 2021, at which time the Board unanimously recommended the petition for approval by the Board of Trustees.

Section 6. Conditional Uses. The petitioner shall be allowed to utilize the property in the manner presented; the uses shall include:

- A. The operation of a freight terminal; and
- B. The construction and maintenance of railroad rights of way; and
- C. An industrial use utilizing storage tanks.

Section 7. Variations. A variance to the industrial design guideline shall be provided to allow this transloading operation. As long as no structure is constructed upon the property, the aforementioned guidelines required per Section 156.53 shall not apply. This shall allow the construction of a security fence utilizing rolled materials totaling 8' in height and the utilization of gravel for the travel surface within the transloading facility.

Section 8. Conditions. The conditional use approvals granted herein are contingent upon the property being operated according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of September 7, 2021, which was continued until September 20, 2021. These uses and variances are provided to the lot to be leased to the end user Airgas, which may not exceed two acres in total size. In addition, access to the property shall be allowed according to the rules and regulations set forth by Grundy County, which provides access to this industrial property via S. Broadway.

Section 9. 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.

Section 10. 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 11. 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 _____, 2021, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

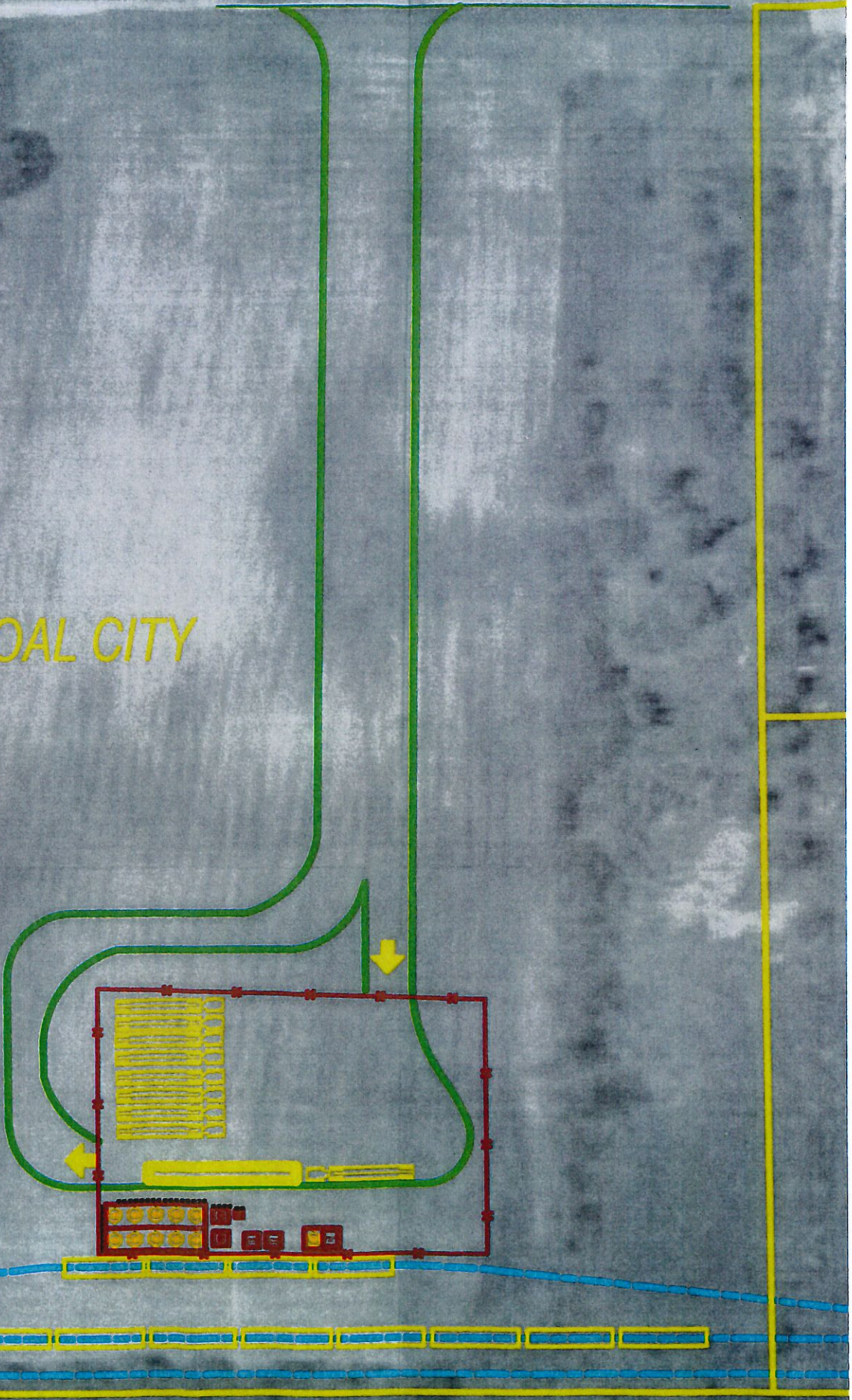
VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

COAL CITY



MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 22, 2021

**RE: ANNEXATION AND PETITION OF ORPHAN PARCEL SOUTH OF 835
E. DIVISION**

Eric Powell, the owner of 835 E. Division who also owns an adjacent parcel to the south requested incorporation and rezoning of the adjacent parcel upon annexation. 835 E. Division, which is currently a house that is being remodeled is zoned C-5 and the parcel to the south that has never previously been incorporated would become RS-1 upon annexation without additional consideration. All of the property adjacent to the parcels to the west are currently C-5. This rezoning would allow the currently unincorporated parcel to be incorporated to the Village as C-5. Once this occurs, the two parcels will be consolidated and a larger sellable property would be the result.

This matter is being expedited to allow the current owner to receive the requested rezoning so it may be consolidated prior to sale of the both properties, for which it is currently being marketed. The Planning & Zoning Board is conducting the public hearing concerning this rezoning on Monday evening and the ordinances have been prepared as though the recommendation to come from the group shall be a positive one for the rezoning request.

Recommendation:

- 1.) Adopt Ordinance No. _____: Annexing the property known as PIN #09-02-202-017 into the Village of Coal City.
- 2.) Adopt Ordinance No, _____: Rezoning PIN #09-02-202-017 to C-5 after its annexation.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ANNEXING A PORTION OF PROPERT ADJACENT TO 835 E.
DIVISION, ALSO KNOWN AS PIN #09-02-202-017 TO THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

ORDINANCE NO. _____

AN ORDINANCE ANNEXING A PORTION OF PROPERTY ADJACENT TO 835 E. DIVISION, ALSO KNOWN AS PIN #09-02-202-017 TO THE VILLAGE OF COAL CITY

WHEREAS, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, requesting that said territory be annexed to the Village of Coal City; and,

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

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

WHEREAS, legal notices regarding the intention of the Village to annex said territory shall be provided by all public bodies required to receive such notice by state statute; and,

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the annexation agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the Village of Coal City that the territory be annexed thereto,

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: The following territory, which is a parcel southerly adjacent to the property at 835 E. Division with the condensed legal description of PT NE - BEG 865'E & 175'S NW COR, E90' S188', W90', N188' TO POB SEC 2-32-8 and is identified within Grundy County as PIN# 09-02-202-017.

("Subject Property") being indicated on an accurate map of the annexed territory (which is appended to and made a part of this Ordinance as Exhibit A), is hereby annexed to the Village of Coal City, Grundy and Will Counties, Illinois.

Section 2: The Village Clerk is hereby directed to record with the Recorder and to file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to the Ordinance.

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**AN ORDINANCE ANNEXING A PORTION OF PROPERT ADJACENT TO 835 E. DIVISION, ALSO
KNOWN AS PIN #09-02-202-017 TO THE VILLAGE OF COAL CITY**

SO ORDAINED this _____ day of _____, 2021, at Coal City,
Grundy & Will Counties, Illinois.

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

PIN #09-02-202-017 Plat of Annexation Exhibit



A parcel adjacent to 835 N. Division, with PIN# 09-02-202-017 that is currently unincorporated shall become C-5 upon its incorporation within the Village.

The condensed legal description of this parcel is PT NE - BEG 865'E & 175'S NW COR, E90' S188', W90', N188' TO POB SEC 2-32-8.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A REZONING OF PROPERTY SOUTHERLY
ADACENT TO 235 E. DIVISION IDENTIFIED AS PIN #09-02-202-017 TO C-5 WITHIN
THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIM BRADLEY
DAN GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A REZONING OF PROPERTY SOUTHERLY
ADACENT TO 235 E. DIVISION IDENTIFIED AS PIN #09-02-202-017 TO C-5 WITHIN
THE VILLAGE OF COAL CITY**

WHEREAS, an application for rezoning according to Section 156.94 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Eric Powell of Avery/Powell Properties, LLC (“applicant”) on August 31, 2021 to request the rezoning of the property from RS-1 to C-5 upon incorporation; and

WHEREAS, a public hearing regarding consideration of the rezoning petition was held on September 20, 2021; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on September 20, 2021 to consider passage of the rezoning request to the Board of Trustees; and

WHEREAS, Section 156.270 permits the Village Board to approve amendments to the zoning of property; 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 conditional uses.

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 find as follows concerning the rezoning to provide C-5 zoning for the property identified with PIN#09-02-202-017:

- A. **Compatible with Use or Environs.** This property shall allow the adjacent parcel to be consolidated and zoned in the same classification.
- B. **Supported by Trend of Development.** The property is adjacent to another successful commercial business that is continuing to grow and expand due the proximity of Illinois State Route 113.
- C. **Consistent with Comprehensive Plan Objectives.** This property shall expand the commercial area adjacent to existing commercial property within the identified Core Area of the Village.

D. **Further Public Interest.** The petitioner has begun to revitalize the existing dilapidated structure on the adjacent frontage; this improvement along with consolidating this newly rezoned parcel furthers the public interest and incorporate additional property within the Village of Coal City.

Section 3. Description of the Property. The property is adjacent to 835 N. Division, with PIN# 09-02-202-017; the condensed legal description of this parcel is PT NE - BEG 865'E & 175'S NW COR, E90' S188', W90', N188' TO POB SEC 2-32-8.

Section 4. Public Hearings. A public hearing concerning the consideration of rezoning was advertised on September 1, 2021 in the Coal City Courant and held by the Planning and Zoning Board on September 20, 2021 at which time a majority of the Planning and Zoning Board members recommended passage of the applicant's request to the Board of Trustees.

Section 5. Zoning Amendment. The applicant's request for map amendment is granted and shall rezone the RS-1 parcel upon incorporation to C-5 in order to be consolidated with the adjacent property at 835 E. Division.

Section 6. Conditions. The zoning amendment herein is contingent and subject to the following conditions:

A. The property shall be consolidated by the petitioner according to the terms set forth within the annexation petition for the property.

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.

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.

**AN ORDINANCE GRANTING A REZONING OF PROPERTY SOUTHERLY ADACENT TO 235 E.
DIVISION IDENTIFIED AS PIN #09-02-202-017 TO C-5 WITHIN THE VILLAGE OF COAL CITY**

SO ORDAINED this _____ day of _____, 2021, 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: September 22, 2021

RE: SURF FRANCHISE AGREEMENT

The Village of Coal City has been negotiating a right of way agreement with Surf Broadband which would allow another utility to install symmetrical fiber to the home or business and become another alternative to traditional carriers for internet access. The agreement provides the terms by which this utility will be installed and for which the company shall remit a 5% fee to the Village from services provided to Coal City residents.

The final agreement has been attached. Legal will likely add an ordinance to which this shall be attached for its final adoption. A summary has been provided to explain the highlights of what is contained within the agreement.

Cesare Bratta of Surf Broadband is unavailable for Wednesday night's meeting, but will likely attend one of the upcoming meetings to explain their buildout plan for Coal City.

Recommendation:

Adopt Ordinance No. ____: Entering into a Franchise Agreement with Surf Broadband for the Installation of a Fiber Utility within the Village of Coal City.

The Village utilized this summary to guide its final negotiations with Surf Broadband in order to come to an agreement upon the agreed upon Right of Way Agreement. This franchise agreement provides each of the items and considered below.

Fiber Utility Installation Franchise Agreement

Executive Summary -

Cesare Bratta, who resides locally and has gone into a collaborative partnership where he and the surviving small fiber and wireless internet providers have combined his company with the larger Surf Broadband Solutions which results in increased capability to access capital markets that are looking to lend for utility projects, which possess a competitively advantageous product. Surf's major advantage is they provide "square" internet service at market or slightly below market cost. The entity currently providing the highest value internet is the Comcast cable company. If one does not use Comcast, they have access to AT&T, which usually comes with lower bandwidth (and capability) or must resort to a wireless solution (either paying their wireless mobile phone company for more data or a wireless broadband provider). Surf will be a superior product – they will provide the same connection to the internet, but since they have connected the "last mile" customers with their connection to the internet, owning the infrastructure without the legacy costs of Comcast or AT&T, they provide packages that provide 1,000 Megabit per second download speeds along with 1,000 Mbps (aka 1 "Gig" or 1G) upload; a customer may upgrade and get even better service, but it is superior to today's utilities, which may possess 1 Gig of service, but then split that bandwidth amongst tens to hundreds of households within a subdivision.

In computer lingo, the lower-case "b" refers to "bit" and the upper-case "B" refers to "byte." Both are units of data, with 8 bits equal to 1 byte. 1 megabit denotes 1,000,000 bits, and 1 megabyte denotes 1,000,000 bytes.

Mbps stands for Megabits per second. MBps stands Megabytes per second. The two terms are similar, but Mbps is used to specify Internet connection speeds, whereas MBps is used to specify how much of a file is downloaded/uploaded per second.

The Village gains a franchise fee from allowing and regulating utilities within the corporate right of way. Ultimately, with the advent of 5G service and alternative utility providers much like Surf, Comcast fees will be curtailed as they lose market share as customers purchase data only access and cut the programming. Comcast pays fees on their cable media provisions and NOT their internet provision. **Surf is voluntarily offering a franchise fee to the village of Coal City whereby the village assists in permitting for their buildout and allows them to be the next provider to buildout the area.** Due to the structure, the company is currently expanding resulting in rates falling as more customers gain their access to the internet (and simply stream their programming) from them; i.e. as Surf's overhead is afforded by more customers they have been dropping their monthly fees. Surf's subscription packages start at guaranteed service plans providing symmetrical up and down load speeds of 100, 250, 500, and 1,000 Mbps.

In short, the offer includes franchise fees that match the revenues provided by Comcast (or may have an even better future). This is not required, but has been included.

To date, the Village Attorney, Adam Simon along with Cesare and his counsel and I have been trading versions of the franchise agreement. After a few prolonged exchanges, we believe we are at the point the parties should convene a meeting in order to begin hammering out the current sticking points in the franchise agreement. Below is some commentary on the comments that you may find when reviewing the current proposed agreement.

Generally Accepted Standards

In a number of places, Surf prefers exhaustive lists of services rendered upon which franchise fees may be collected. Or, certain means by which fees shall be configured rather than utilizing some generally accepted accounting standard. The Village's Attorney warns that Coal City should prefer larger more inclusive terms rather than exhaustive, specific lists that do not keep up with the technology or different services to be provided.

Service Provision Available to any business on Broadway

When the Broadway Reconstruction project was completed, there was an additional conduit built out through which fiber could be connected to allow each of the light poles to become wi-fi broadcasting tools to enable any business along Broadway to utilize a public wi-fi network to run some basic business operations. Surf finds this to be a service it is willing to fund, but still would like businesses to order its utility service rather than just using the publicly available wi-fi. IN short, Surf is willing to provide some wi-fi service, but would rather increase that capability during festivals when more people are looking to utilize data on their phones and are looking to use a local public wi-fi rather than utilize their cell phone data package.

To date, the premise of allowing limited transactions is acceptable, but naming the maximum limits of that service provision and guaranteeing what would be readily available has not been identified. This is the cost to Surf for being hosted within the Village's open conduit.

In addition to providing this service to small business on Broadway, Coal City is required to accommodate any 5G provider who would like to provide services for someone within the Village. Due to State statute, the Village must accommodate such requests to buildout atop any allowable Village structure within the right of way (ROW) (such as the new traffic light poles on Broadway or a new pole to be constructed by the 5G provider like the wood pole that now graces the northwest corner of First Street & N. Broadway). Instead of allowing multiple structures atop the Village's infrastructure, it may host the 5G traffic on its network and direct any provider requesting space that it will be accommodated on the Village-provided bandwidth managed by Surf. This will lead to less structures within the ROW.

The Buildout being provided for Village Services

Lastly, there are the Coal City municipal locations in need of this connectivity to the internet and requiring communication between the multiple locations. For instance, the level of water within the South Water Tower, located across from D Construction is a major contributor of data as to whether the water treatment plant located on N. Broadway should continue to treat additional source water. In addition, there are multiple source wells throughout the Village that produce

raw well water that are in need of being controlled. In addition to these locations there are multiple places of work from Village Hall to the Police Department to Public Works.

Many of these main locations are already connected in order to provide the voice over internet protocol (VOIP) service as well as sharing two server locations. This system should be improved with the presence of this new utility buildout. Surf would prefer to arrange that buildout at their pace and choosing. For instance, just because the Village maintains a lift station at the southwest corner of the Prairie Oak Estates subdivision does not mean that it shall be connected any time soon because of it lying so far apart from the remainder of town; the same fate may befall the East Side Lift Station, which is located on the south side of Spring Road across from the Kennedy subdivision. Unless there is a prescriptive timeline for their installation and connection; in the alternative to fiber connection at these remote locations, Surf intends upon utilizing wireless connectivity.

To date, the Village has been utilizing Surf, formerly Cyber Broadcasting, with limited success. Staff has found their service response to be slow and the existing wireless network less than the desired level of capability. Coal City is utilizing a Comcast connectivity solution as its primary means of maintaining the communication between multiple locations, and will likely use the Surf-provided solution as its backup in order to build increased network reliability. This means it does not need to all be connected on day one, but the quicker Surf proves its increased reliability, the sooner eth Village will be able to drop one of its expensive utility bills to communicate between multiple locations.

**RIGHT OF WAY USE AGREEMENT
FOR BROADBAND INTERNET
BY AND BETWEEN
THE
VILLAGE OF COAL CITY
AND
SURF AIR WIRELESS, LLC**

This Right of Way Use Agreement (hereinafter, the “Agreement”) is made between the Village of Coal City, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the “Village”) and Surf Air Wireless, LLC, a Delaware limited liability company (including its operational affiliates, and lawful assignee, hereinafter, “Grantee”) this ____ day of _____, 2021 (the “Effective Date”). Village and Grantee are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

STATEMENT OF INTENT

WHEREAS, the Village intends, by adoption of this agreement, to bring about further development and operation of a Village-wide Fiber Optic Network to provide Broadband Internet Access Service. Such development can contribute significantly to the communication needs and desires of the residents and corporate citizens of the Village and the public in general. Further, the Village may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Village-wide Fiber Optic Network.

WHEREAS, the parties expressly intend for this Agreement to not address cable/video communications and the operation of a cable television system; and

WHEREAS, the Parties desires to enter into this Agreement to provide for such rights and obligations, all upon the terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

SECTION 1: Definition of Terms.

For purposes of this Agreement, all capitalized terms, phrases, words, and abbreviations used herein shall have the meanings as are ascribed to them in this Section 1. All other capitalized terms, phrases, words and abbreviations not defined in this Section 1 shall have the meanings ascribed to them in the Lease.

“BIAS” has the meaning set forth in 47 C.F.R. §8.1 and means broadband internet access service, which is a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service, but excluding dial-up internet access service, and any service that the FCC determines, from time to time, to be functionally equivalent.

“FCC” means the Federal Communications Commission of the United States of America.

“Fiber Optic Network” means Grantee’s facilities and equipment that comprise the network, consisting of a set of signal generation, reception and control equipment and fiber routes that are collectively designed to provide BIAS to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves Subscribers without using any Public Ways, (ii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, as amended, except that such a facility shall be considered a Fiber Optic Network subject to the terms of this Agreement to the extent such facility is also used in the transmission of BIAS directly to Subscribers; or (iii) any facilities of any electric utility used solely for operating its electric utility systems. The Fiber Optic Network shall not include any customer premises equipment.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Fiber Optic Network in the Franchise Area. For the avoidance of doubt, this Agreement qualifies under the above.

“Franchise Area” means (i) the legal boundaries of the Village, and (ii) shall also include any additions or subtractions thereto by annexation or other legal means.

“Gross Revenue” means the revenue received by the Grantee from the operation of the Fiber Optic Network in the Franchise Area to provide BIAS, calculated in accordance with generally accepted accounting principles (GAAP). Gross Revenue shall also include such other revenue sources from BIAS delivered over the Fiber Optic Network as may now exist or hereafter be developed by Grantee. Gross Revenue shall not include any taxes, fees or assessments imposed or assessed by any governmental authority.

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Fiber Optic Network as depicted on Exhibit A.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public Way” or “Right of Way” shall have the meaning ascribed to the term “Right of Way” under the Right of Way Ordinance.

“Right of Way Ordinance,” means Chapter 95, Article V, Construction of Facilities in the Rights-Of-Way, of the Village of Coal City Code of Ordinances.

“Subscriber” means a Person who lawfully receives with the Grantee’s express permission, and pays Grantee for, the provision of BIAS over the Fiber Optic Network.

SECTION 2: Grant of Authority.

2.1. Grant. The Village hereby grants to the Grantee a non-exclusive Franchise authorizing the Grantee to construct and operate a Fiber Optic Network in the Public Ways within the Franchise Area and, for that purpose, to erect, install, construct, micro-trench, repair, replace, reconstruct, maintain, or retain in any Public Way such wires, lines, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to, or useful in the operation of, the Fiber Optic Network, and to provide such BIAS services over the Fiber Optic Network as may be lawfully allowed.

2.2. Term and Renewal. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the "Initial Term"). This Agreement shall automatically renew for up to four (4) additional terms of five (5) year periods thereafter (each, a "Renewal Term"), unless Grantee notifies the Village of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or the then current Renewal Term.

2.3. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.4. Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Village to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (iii) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.5. Competitive Equity. In the event an application for a new BIAS Franchise or other similar request is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application or similar request.

2.6. Parking. Only to the extent the Village generally grants an exemption to other similarly situated companies, notwithstanding anything to the contrary herein, and provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair, and maintenance work on the Fiber Optic Network. The foregoing shall not apply to fire lanes or designated handicapped parking spaces.

SECTION 3: Construction and Maintenance of the Fiber Optic Network.

3.1. Public Way Regulation. Except as may be otherwise provided in this Agreement, Grantee shall comply with all provisions of the Right of Way Ordinance, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Fiber Optic Network construction, if all of the transmission and distribution facilities of all of the respective public or

municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Fiber Optic Networks' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's fiber and other equipment without technical degradation of the Fiber Optic Network's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Notwithstanding the foregoing, Grantee shall consult and cooperate in good faith with the Village about whether to locate newly deployed transmission or distribution facilities underground prior to their deployment.

3.2.1 Use of Village Conduit. Grantee shall be given a license to use the Village's conduit on Broadway Street and any new fiber conduit that the Village may construct in the future. The Village agrees to exercise commercially reasonable efforts to prevent damage to Grantee's fiber within its conduit caused by later installed facilities. The Village, the Grantee and the third-party installer will cooperate to plan installation in a manner that reduces the risk of damage to Grantee's fiber network.

3.3. Relocation. Grantee acknowledges that the Village may require, from time to time, that Grantee's facilities placed in the Public Way pursuant to this Agreement be relocated if deemed reasonably necessary for the public health, safety and welfare by the Village, in its sole discretion, for any public projects or improvement.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall, and shall be provided an opportunity to, participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from Village funds allocated for such relocation to the same extent as such funds are made available to other users of the Public Way, if any. If the Village provides funds for reimbursement for relocation expenses, Grantee shall be allowed to apply for assistance and/or reimbursement.

3.3.2. Upon receipt of such notification by Village to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. Village agrees that it shall cooperate with Grantee in order to complete any relocation required under this Section 3.3.

3.4. Non-Interference. Except with respect to the performance of public works projects, the Village shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct or impede each other's performance of such maintenance. Grantee shall provide the Village with a telephone number that the Village can contact to request Grantee's coordination pursuant to this Section. In the event of any conflicts, the Village's public works projects shall always have precedence over Grantee's Fiber Optic Network.

SECTION 4: Service Obligations.

4.1. Initial Service Obligations. Grantee shall design the Fiber Optic Network to provide BIAS to Subscribers upon their request throughout the Initial Franchise Service Area, depicted on Exhibit A attached hereto and incorporated by reference. The Grantee shall continue to make BIAS available in the Initial Franchise Service Area throughout the term of this Agreement, and Grantee shall extend its Fiber Optic Network and provide service consistent with the provisions of this Agreement.

4.2. General Service Obligation. The Grantee shall make BIAS available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear mile of the Fiber Optic Network as measured from the Fiber Optic System's closest commercially reasonable and technically feasible connection point ("Access Point"). Subject to this density requirement, Grantee shall offer BIAS to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the nearest Access Point along the Fiber Optic Network (hereinafter, a "Standard Installation").

4.2.1. Long Drops. The Grantee may elect to provide BIAS to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return for that portion of the installation which exceeds a Standard Installation.

4.3. Technical Standards. The Grantee shall comply with all applicable industry technical standards mutually agreed by the Parties from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village. Grantee shall engage in reasonable, non-discriminatory network management practices. A network management practice is reasonable if it is appropriate and tailored to achieving a legitimate network management purpose, taking into account the particular network architecture and technology of the BIAS.

4.4. Annexations and New/Planned Developments. In cases of annexation to the Franchise Area, the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property developments where undergrounding or extension of the Fiber Optic Network is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

4.5. Subscriber Service Obligations. The Village and Grantee acknowledge that Section 8.1(a) of the FCC's rules, 47 C.F.R. § 8.1(a), requires BIAS providers to publicly disclose accurate information to their Subscribers regarding the providers' network management practices, performance characteristics, and commercial terms of its BIAS sufficient to enable consumers to make informed choices regarding the purchase and use of such services and entrepreneurs and other small businesses to develop, market, and maintain internet offerings.

Such disclosure shall be made via a publicly available, easily accessible website dedicated to the Village of Coal City Franchise Area. To the extent the disclosures applicable to the Village are identical to the disclosures applicable to Grantee's non-Village service areas, Grantee may satisfy the website notification obligations with a single, common website. Grantee shall comply with this disclosure obligation and all other consumer disclosure and information protection requirements under applicable law.

4.6 Services to the Village.

4.6.1 Grantee will design access locations into its fiber network for all Village owned building and utility locations that are along Grantee's fiber network, as depicted on **Exhibit B** and incorporated by reference. For each designated location, Grantee will perform drop cable installation and splicing, when requested by Village.

4.6.2 Free Service to Village. Grantee shall provide the Village one free, symmetrical 1 Gbps service account for Grantee's BIAS which can be shared with each Village owned and occupied building by a virtual private network managed by Grantee. At such time when the parties agree that 1 Gbps service is inadequate for Village's uses, Grantee will upgrade the Village's BIAS in 1 Gbps increments. Grantee will use commercially reasonable efforts, consistent with industry custom and practice, to: (a) manage the VPN so that it provides adequate network security to protect the Village's confidential information; and (b) maintain the VPN so that it is operational not less than 99% of the time measured on a weekly basis.

4.6.3 Public Wi-Fi During Village Events. For each event for which the Village gives e-mail notice to Grantee at least 48 hours in advance, Grantee will operate a free, unsecured Wi-Fi network accessible to the public within the downtown area depicted in **Exhibit C**, attached hereto and incorporated by reference. The Village notice to Grantee will describe the duration and nature of the event and the estimated attendance. The Wi-Fi network will be operated for each event to be capable of facilitating the operation of the event, assisting the Village in raising awareness of the event, and supplementing Internet connectivity in highly populated areas.

4.6.4 5G Neutral Host Services. Grantee will make its Fiber Optic Network available to all telecommunications carriers on commercially reasonable, competitively neutral terms for the purpose of facilitating the deployment of commercial 5G wireless communication network services without unnecessarily disturbing the Village rights-of-way.

4.6.5 Broadway Advantage Area. Grantee shall provide any commercial enterprise located on Broadway Street between Rt.113 and Walnut Street connected to Grantee's network with free, basic Internet service. Basic Internet service will be capable of delivering connectivity of at least 10 Mbps download speed.

SECTION 5: Oversight and Regulation by Village.

5.1. **Franchise Fees.** The Grantee shall pay to the Village a franchise fee ("Franchise Fee") in an amount equal to five percent (5%) of annual Gross Revenues received from the

operation of the Fiber Optic Network to provide BIAS to Subscribers in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other BIAS provider, under state authorization or otherwise, providing BIAS in the Franchise Area using the Public Ways ("Competing Provider"). The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period. Any undisputed Franchise Fee payment, which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Co., or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section. For the avoidance of doubt, the Grantee may pass all Franchise Fees through to its Subscribers as separate line-item charges on the Subscribers' bills.

5.2. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information unrelated to the calculation of Franchise Fees, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection, but not copying or removal. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Assignment of Agreement or Transfer of Control of Grantee.

6.1. The Grantee may not assign this Agreement without the prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.2. During the Term, no transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the

prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.3. No consent shall be required, however, for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee; or (3) changes of control to “grandparent” entities which do not result in a change to the identity of the management of the Grantee or the capitalization of Grantee.

6.4. The Grantee, and any proposed assignee for which Village consent is required under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is reasonably required by the Village. Within forty five (45) days after receiving a request for consent, the Village shall notify the Grantee in writing of any additional information, if any, it requires to determine the legal, financial and technical qualifications of the assignee. If the Village has not taken final action on the Grantee’s request for consent within forty-five (45) days after receiving such Grantee request, consent shall be deemed granted. No consent shall be given unless the assignee agrees in writing to assume all the accrued obligations of the Grantee under this Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the Grantee, whether in a foreclosure, receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control and require the Village’s consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance, Indemnity, and Limitation of Liability

7.1. Insurance. Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the Village certificates of insurance designating the Village and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Village. The Grantee shall provide workers’ compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend, and hold harmless the Village, its officers, employees, and agents (the “Indemnitees”) from and against any injuries, claims, demands, judgments, damages, losses, and expenses, including reasonable attorney’s fees and costs of suit or defense (the “Indemnification Events”), arising in the course of the Grantee

constructing, operating or maintaining its Fiber Optic Network within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement for a period of two (2) years.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents are held liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

7.3. Limitation of Liability. In connection with the subject matter of this Agreement, neither Party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

SECTION 8: Breach of Agreement; Default.

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the Village shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default (each, a "Grantee Default").

8.2. Right to Cure, Termination. If such Grantee Default is not cured within forty five (45) days after the receipt of such notice (or, if such default cannot be cured within such forty five (45) day period, if the Grantee does not commence and diligently continue actions to cure such default), the Village shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice to take effect within thirty (30) days after such notice unless Grantee shall cure such default within said thirty (30) days.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

8.4 Remedies Not Exclusive. In addition to the remedies set forth in this Section 8, the Grantee acknowledges the Village's ability pursuant to Section 3.1 of this Agreement to enforce the Grantee's compliance with the Village's Right-of-Way Ordinance. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

8.5 Abandonment; Removal. In the event: (a) this Agreement is terminated pursuant to paragraph 8.2, or (b) Grantee fails or refuses to operate BIAS within the Franchise Area for all or part of six (6) months out of any seven (7) month period; Grantee shall, upon the Village and Grantee's mutual agreement, either (y) abandon the Grantee's facilities in place and deliver a bill of sale for such facilities to the Village, or (z) assign this Agreement and Grantee's facilities to a successor grantee pursuant to Section 6 hereof for the purpose of operating BIAS in the Franchise Area.

SECTION 9: Miscellaneous Provisions.

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by riot, war, earthquake, flood, tidal wave, unusually severe rain or snowstorm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached. The time for performance of any of Grantee's obligations hereunder shall be tolled only during the term of the Force Majeure event, provided Grantee exercises reasonable diligence to avoid the effect of such events.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party, addressed as follows:

To the Village:

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

With copy to:

Ancel Glink, P.C.
140 S. Dearborn, 6th Floor

To the Grantee:

Surf Air Wireless, LLC
P.O. Box 1401
La Porte, IN 46352
ATTN: Gregory B. Armstrong, CEO

With copy to:

Chilton, Yambert, and Porter, LLP
303 W Madison, Suite 2300

Chicago, IL 60603
ATTN: Coal City Attorney

Chicago, IL 60606
ATTN: Randy Vickery

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.3 and 2.4 of this Agreement, all ordinances or parts of ordinances related to the provision of BIAS that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event any provision hereof is nonetheless found by a final, non-appealable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the parties hereto, the parties agree that the change in interpretation and performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the Federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, La Salle County, Illinois. Any matter brought pursuant to the jurisdiction of the Federal court shall be brought in the United States District Court of the Northern District of Illinois – Western Division.

9.7. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Agreement is intended to

confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.9. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.10. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Agreement in the name of the Grantee.

9.12. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

(signatures of the Parties to appear on the following page)

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

VILLAGE OF COAL VILLAGE,
an Illinois municipal corporation

SURF AIR WIRELESS, LLC
a Delaware limited liability company

By _____
Mayor

By _____

Name: Gene Crusie

ATTEST:

Title: CEO

Village Clerk



INVOICE

Please Remit Payment to:
 Chamlin & Associates, Inc.
 221 W. Washington Street
 Morris, IL 60450

BILL TO

Village of Coal City
 515 South Broadway
 Coal City, IL 60416

INVOICE #	DATE
3021290	5/19/2021
PROJECT #	TERMS
9875.02	Net 30 Days
Water Treatment System Expansion	
Design	

Professional Services Through May 2, 2021

Engineering services for the design phase of the expansion of the Water Treatment System in Coal City, Illinois per Agreement for Engineering Services February 22, 2021.

	Total Per Task	% Complete	Amount
TASK 1 Water Treatment Plant Expansion	\$222,000.00	80%	177,600.00
TASK 2 New Well	\$60,000.00	70%	42,000.00
TASK 3 Raw Water Main	\$15,000.00	0%	-
TASK 4 Alternatives Investigation	\$12,000.00	80%	9,600.00
<i>Thank you for your business!</i>	Total		229,200.00
	Previously Billed		(157,200.00)
	Final Total		\$72,000.00
Past due charges are subject to 18% interest per annum.			



INVOICE

Please Remit Payment to:
 Chamlin & Associates, Inc.
 221 W. Washington Street
 Morris, IL 60450

BILL TO

Village of Coal City
 515 South Broadway
 Coal City, IL 60416

INVOICE #	DATE
3021396	6/16/2021
PROJECT #	TERMS
9875.02	Net 30 Days
Water Treatment System Expansion	
Design	

Professional Services Through May 30, 2021

Engineering services for the design phase of the expansion of the Water Treatment System in Coal City, Illinois per Agreement for Engineering Services February 22, 2021.

	Total Per Task	% Complete	Amount
TASK 1 Water Treatment Plant Expansion	\$222,000.00	90%	199,800.00
TASK 2 New Well	\$60,000.00	85%	51,000.00
TASK 3 Raw Water Main	\$15,000.00	75%	11,250.00
TASK 4 Alternatives Investigation	\$12,000.00	80%	9,600.00
	Total		271,650.00
	Previously Billed		(229,200.00)
	Final Total		\$42,450.00

Thank you for your business!

Past due charges are subject to 18% interest per annum.



Chamlin & Associates

INVOICE

Please Remit Payment to:
 Chamlin & Associates, Inc.
 221 W. Washington Street
 Morris, IL 60450

BILL TO

Village of Coal City
 515 South Broadway
 Coal City, IL 60416

INVOICE #	DATE
3021495	7/23/2021
PROJECT #	TERMS
9875.02	Net 30 Days
Water Treatment System Expansion	
Design	

Professional Services Through July 4, 2021

Engineering services for the design phase of the expansion of the Water Treatment System in Coal City, Illinois per Agreement for Engineering Services February 22, 2021.

	Total Per Task	% Complete	Amount
TASK 1 Water Treatment Plant Expansion	\$222,000.00	95%	210,900.00
TASK 2 New Well	\$60,000.00	95%	57,000.00
TASK 3 Raw Water Main	\$15,000.00	95%	14,250.00
TASK 4 Alternatives Investigation	\$12,000.00	95%	11,400.00
	Total		293,550.00
	Previously Billed		(271,650.00)
	Final Total		\$21,900.00

Thank you for your business!

Past due charges are subject to 18% interest per annum.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: September 22, 2021

RE: PURCHASE OF HOLIDAY LIGHTING

During consideration of the FY22 Budget, purchase of holiday lighting to adorn the new light poles was included for the upcoming holiday season. An introductory package that had been selected in 2020 was collected and budgeted for the current year.

It is timely to place this order at this time. Temple display provided a discount since the Village is a repeat customer. This item is included within the agenda because the total purchase exceeds \$25,000.

Recommendation:

Approve the purchase of holiday lighting form Temple Display for an estimated \$37,532.



Temple Display, Ltd.
 114-C Kirkland Circle
 Oswego, IL 60543
 Phone 630-851-3331
 Fax 630-851-4144

SALES ORDER

Sales Order # TDLQ38355
 Date 9/16/2021
 Sales Rep. Robb

Sold To:

Coal City, Village of
 Darrell Olson
 515 S Broadway
 Coal City, IL 60416-1503

Ship To:

Coal City, Village of
 Darrell Olson
 515 S Broadway
 Coal City, IL 60416-1503

Best Way / ASAP

P.O.#	Ship Via/Date:	Terms:	NET 30	Shipping:	Prepay & Add
Qty	Part No.	Description	Unit Price	Ext. Price	
5	PTL-507-L ED	Santa, 5'x8', 165 C-7 LED Lamps, 37lbs	\$1,261.00	\$6,305.00	
1	P-175-LED	Santa, 5'x8', 80 C-9 LED Lamps, 51lbs	\$1,228.00	\$1,228.00	
5	PMCT-125- LED	Bell w/Holly, 5'x8', 110 C7 LED lamps, 31 lbs	\$1,231.00	\$6,155.00	
5	PMCT-74-L ED	Holly n' Canes, 5'x6'.5', 136 C-7 LED Lamps, 31lbs	\$1,165.00	\$5,825.00	
5	PWW-512- LED	Hat Tipping Snowman, 4.5'x7', 173 C-7 LED Lamps, 35lbs	\$1,324.00	\$6,620.00	
5	PMCT-76-L ED	Bells w/Bow, 5'x6', 112 C-7 LED Lamps, 24lbs	\$933.00	\$4,665.00	
5	PMCT-131- LED	4 1/2' x 8' Splendid Tree, 104 C-7 LED Lamps, 30lbs	\$1,168.00	\$5,840.00	
6	P-700-LED	6' Presidential Snowflake, 114 C-7 LED Lamps, 29lbs	\$844.00	\$5,064.00	
1		10% discount	-\$4,170.00	-\$4,170.00	
0		All Decor Proudly Made in USA ILLINOIS BASED CORPORATION	\$0.00	\$0.00	
				SubTotal	\$37,532.00
				Sales Tax	\$0.00
				Total	\$37,532.00

Authorized Signature _____ Darrell Olson

All Holiday Decorations are Copyrighted and cannot be duplicated.

Claims must be made within 5 days of receipt of goods. This order subject to acceptance from home office. Sales tax where applicable. Interest charges applicable on overdue accounts. Cancellations subject to sellers consent. FOB Factory.