

COAL CITY VILLAGE BOARD MEETING

**TUESDAY
AUGUST 22, 2023
7:00 P.M.**

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes August 9, 2023
4. Approval of Warrant List
5. Public Comment
6. Swearing in of new officer Kirstyn McKim

7. Proclamation
Knights of Columbus Annual Fund
Raising Tootsie Roll Drive
8. Letter of Request for Upcoming Events – Coal City Junior Woman’s Club
9. Acceptance of Bid for Surplus Property on Big Timber
10. Authorize Mayor Spesia to enter into Intergovernmental Agreement
regarding the location of Raw Water Well #7 at Fire Station #1
11. Authorize Mayor Spesia to enter into a Professional Service Agreement
with Robinson Engineering to Conduct the Design Engineering and
Permitting to Establish a Quiet Zone Corridor
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. Adjourn

Coal City Village Hall
515 S Broadway, Coal City, Illinois 60416

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 22, 2023

RE: KNIGHTS OF COLUMBUS ANNUAL FUND RAISING

Representatives of the local Braidwood Knights of Columbus Post will be present on Tuesday evening to complete their publicity and raise awareness that they intend to collect donations outside of Coal City businesses the third weekend of September. This has been an annual event in which the post participates and they follow regulations staying at business entrances to request donations. Upon the request for the Proclamation, staff checked the Illinois Attorney General's (AG) Database and the Illinois State Council Knights of Columbus continue to have increasing assets and are in good standing with the AG's Office. Attached is a Proclamation to be authorized by Mayor Spesia as well as their request.

PROCLAMATION

WHEREAS, the Knights of Columbus, a fraternal benefit society founded by Fr. Michael J. McGivney with a group of parishioners in the basement of St. Mary's Church in New Haven Connecticut on March 29, 1882 with the principles of charity, unity, and fraternity; and

WHEREAS, 140 years later, the Knights of Columbus has grown to the largest lay Catholic organization in the world with more than 1.7 million members including residents of the Village of Coal City and surrounding municipalities; and

WHEREAS, the Illinois State Council of the Knights of Columbus members will conduct its 53rd Annual Fund Raiser for Citizens with developmental disabilities on Friday, Saturday, and Sunday September 16th, 17th, and 18th, 2022; and

WHEREAS, the Knights of Columbus would like to undertake an annual tradition of the "Tootsie Roll Drive" to raise funds for local programs that assist special needs children; and

WHEREAS, charitable contributions raised from this event assists local parents and teachers of mentally disabled children as well as the medical needs, necessary therapy, vocational assistance, miscellaneous supplies and provide children an opportunity to participate in Special Olympics

WHEREAS, members of the Braidwood Council #1574 will participate in the 54th Anniversary Annual Drive to benefit citizens with developmental disabilities.

THEREFORE, I, David Spesia, President of the Village of Coal City, in the great state of Illinois, in recognition of the effort by the local Knights of Columbus to raise funds for special needs children,

DO HEREBY PROCLAIM SUNDAY, SEPTEMBER 16, 2023

AS HELPING RESIDENTS WITH DEVELOPMENTAL DISABILITIES DAY in the Village of Coal City, Illinois.

Mayor David Spesia



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

May 17, 2023

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, 2022. Please let us know if you require further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Flint", is written over a horizontal line.

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

Braidwood Knights of Columbus Council # 1574

The Knights of Columbus are holding the annual tootsie roll drive on Sept. 15, 16, and 17th 2023. We will have volunteers standing at business locations in coal city with permission. We will be standing from 9AM till 5 PM on Friday, and 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 24th. Please let me know if you need any more info.

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



GFWC IL Coal City Junior Woman's Club
PO Box 113
Coal City, IL 60416
70 Years of community service



August 22, 2023

Dear Coal City Village Board:

For 70 years, the GFWC IL Coal City Junior Woman's Club has taken pride in supporting our community and helping our community.

There some projects we would like the support of the village for, some are new and others are familiar favorites. I am attending this meeting to get your support of the following:

- ***NEW*** Chriskindle Market – November 26 – 12pm-4pm (a holiday outdoor market for crafters) We would like to use Campbell Memorial Park for this event. We would like to be able to advertise the support of the Village, If the Village would like to sponsor the hot chocolate and popcorn in the concession stand, that would be amazing. This is a fundraiser for our club. Because we do not have Oktoberfest as a fundraiser, we must create new fundraisers to earn more funds for our club to continue the work we do in our community.
- Village Tree Lighting – November 26 – 4pm-6pm A familiar family favorite. The fun continues from the Market. Santa will be there and turn on the lights of the village to start the holiday season. We would like to use the park and concession stand for hot chocolate and popcorn. Please note: We are fully aware the Holiday Hustle is the same day; we are working with Lori Bonarek to coordinate the 5k and the Kindle Market as a new Coal City tradition with the Village Tree Lighting.
- April – Pinwheel Planting in Campbell Memorial Park. A tradition we have had for well over 10 years, we “plant” pinwheels for the month of April for Child Abuse Prevention Awareness month. We will be asking businesses this year to sponsor pinwheels to get the community involved.
- Veteran's Day/Memorial Day – Plant flags in Campbell Park to honor or memorialize our war heroes of our community.

As you can see, we would really like the support of the Village Board for these upcoming projects.

As a side note – another new project that the GFWC IL Coal City Junior Woman's Club is doing is a special GFWC National Day of Service on September 30. This event has a theme of “Food Insecurity.” GFWC has challenged clubs to do a project to help food insecurity in their community. We have chosen the Coal City Backpack Program as the organization to receive food to use for their organization. On September 30, we will have a “drive thru” at United Methodist Church where members of the community can drop off food for the Coal City Backpack Program. Please watch for details soon and we hope you =support us in our efforts to help the Coal City Backpack Program help children with food insecurities at home.

Thank you for your support of GFWC Illinois Coal Cit Junior Woman's Club over the years.

Thank you very much for your attention to this.

Gratefully yours,

Cherie Sieger

President, GFWC IL Coal City Junior Woman's Club

cheriegfwc@gmail.com

773-259-3403

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 22, 2023

RE: ACCEPTANCE OF BID FOR SURPLUS PROPERTY ON BIG TIMBER

At the Regular Meeting of June 14th, the Board opened sealed bids for the three outlots that had been declared as surplus in an effort to gain bids to assist with the final development of a cul de sac at the west end of Big Timber. One bid was received, which provided conditions by which the lots would be purchased. In short, the conditions was a negotiated purchase fee would be remitted after discussing the specific requirements of the village regarding the scope and cost of improvements.

This evening, a *Purchase, Sale and Development Agreement* has been crafted reflecting the village's negotiation with the bidder, Shawn Hamilton to date. This agreement would be the conditions by which the open bid for surplus property would be closed and allow him to proceed towards a closing on the surplus property. The fee of \$25,000 would be provided to the village in order to assist with the installation of the cul de sac. In addition, the additional outlot that would be provided, would remit 50% of its purchase price at a future date to further defray the cost of the street improvement. Prior to this occurring, Mr. Hamilton will apply and appear before the Plan Commission to submit and Amended Plat of eth subdivision to include the new cu de sac and then add new segments of land that had not been included prior to this point that shall be combined to create buildable lots.

This agreement meets the demands of the neighborhood because only two single family detached homes along with the cul de sac improvements would be the only additional units added at the west end of Big Timber.

Recommendation:

Authorize Mayor Spesia to enter into the Purchase, Sale and Development Agreement regarding surplus property at the west end of Big Timber.

Big Timber Surplus Parcels



***AFTER RECORDING
RETURN TO:***

Mark R. Heinle, Esq.
ANCEL, GLINK, DIAMOND,
BUSH, DICIANNI &
KRAFTHEFER, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, inclusive of exhibits (cumulatively, the “**Agreement**”), is made and entered into as of the _____ day of _____, 2023 (“**Effective Date**”) by and between VILLAGE OF COAL CITY, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois (“**Seller**”) and SEAN HAMILTON, a natural person residing in Coal City, Illinois (“**Purchaser**”). The Seller and Purchaser are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Purchaser is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law;

WHEREAS, Seller enacted Ordinance 23-08 on April 12, 2023, pursuant to authority set forth in 65 ILCS 5/11-76-1 and 11-76-2 of the Illinois Municipal Code, authorizing the sale of certain parcels of real property legally described in **Exhibit 1**, which is attached hereto and incorporated by reference as though fully set forth herein (individually, “**Outlot A**,” “**Outlot B**” and “**Outlot C**”; hereinafter cumulatively known as the “**Outlots**”);

WHEREAS, Seller is desirous of retaining ownership in portion of Outlot C for purposes of constructing and maintaining a cul-de-sac to serve the residents of and visitors to Big Timber Estates, as well as the public at large; which portion is more particularly depicted and described in **Exhibit 2**, attached hereto and incorporated by reference as though fully set forth herein (the “**Retained Portion of Outlot C**”);

WHEREAS, the portion of Outlot C to be sold to Purchaser in accordance with the terms and conditions of this Agreement is depicted and legally described in **Exhibit 3**, attached hereto and incorporated by reference as though fully set forth herein ("**Saleable Outlot C**");

WHEREAS, Lots A and B adjoin and Purchaser is interested in acquiring and consolidating Lots A and B into a single parcel for subsequent sale to a private third-party purchaser to construct a single-family home or for such other purpose as may be authorized by law and the Parties have agreed to equally share the proceeds of such a subsequent sale;

WHEREAS, the Village Board, after due and careful consideration, has determined that the redevelopment and use of the Property pursuant to and in accordance with this Agreement is consistent with the Village's land use goals and objectives, and is in the Village's best interests;

WHEREAS, Seller has agreed to sell, transfer and convey Outlot A, Outlot B and Saleable Outlot C (cumulatively, the "**Property**") to Purchaser, and Purchaser has agreed to purchase the Property from Seller, in accordance with the terms set forth herein;

WHEREAS, this Agreement has been submitted to the Village President and Trustees of the Village of Coal City (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 Seller; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties hereby agree as follows:

PART I. GENERAL TERMS.

1. **INCORPORATION.** The foregoing Recitals are the findings of the Parties, accurate and incorporated into this Section 1 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.

2. **PROSECUTION OF CONTRACT TERMS.** At all times relevant to this Agreement, the Parties shall exercise good faith and make diligent efforts to perform all acts and effect all outcomes contemplated in this Agreement.

3. **NOTICES.** All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by email, or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as

any Party shall specify to the other Party in accordance with this Section):

If to Seller:

Village of Coal City
Attn: Administrator Matt Fritz
515 S. Broadway
Coal City, IL 60416
mfritz@coalcity-il.gov

With a copy to:

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

If to Purchaser:

Shawn Hamilton

Email: _____

With a Copy to:

J.C. Lawson
Cortina, Mueller & Frobish, P.C.
124 W Washington St
Morris, IL 60450
Email: _____

In the event either Party delivers a notice by email, as set forth above, such Party agrees to immediately deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by email, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

4. **GENERAL TERMS.**

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement,

each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

C. No Waiver. The Parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to the Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Party's right to enforce that right or any other right, except as otherwise set forth herein.

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of any duly authorized officer, employee, agent, or representative of any Party, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for disputes arising from or related to this Agreement or the Property shall be in the Illinois Circuit Court for the Thirteenth Judicial Circuit, Grundy County, Illinois.

F. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties relating to the subject matter of this Agreement.

H. 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 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.

I. Exhibits; Recitals. All exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control. This Agreement's recitals are incorporated as though fully set forth in this Section.

J. Amendments and Modifications. No amendment to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all Requirements of Law.

K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the

Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

L. Compliance with Laws. Purchaser agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations, as amended (collectively, “**Requirements of Law**”) when performing any task associated with this Agreement, including, without limitation, the Village of Coal City Code of Ordinances pertaining to zoning, subdivisions, buildings and construction.

M. Disclosures. Upon the Village’s request, Purchaser will provide a list of all entities owning a greater than one percent (1%) interest in Purchaser. Purchaser will update this information at the request of the Village. Based in part on the information provided by Purchaser and in part on information from the Village’s independent investigation, the Village will affirm that its Village Board, and all appropriate Village elected and appointed officials, officers, employees, agents and representatives of the Village have or will comply with the disclosure and conflict-of-interest provisions of the Public Officer Prohibited Activities Act (50 ILCS 105/3), the Act, and the Illinois Governmental Ethics Act (5 ILCS 420). [MH1]

N. Authority to Execute. Seller hereby warrants and represents to Purchaser that the individuals executing this Agreement on its behalf have been properly authorized to do so by the Village of Coal City Board of Trustees. The Purchaser hereby warrants and represents to Seller that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by the Purchaser will (a) result in a breach or default under any agreement to which the Purchaser is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Purchaser or the Property are subject.

O. No Third Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

P. Recording; Successors and Assigns. At Closing (as defined below), this Agreement shall be recorded against the Property in the Office of the Recorder of Grundy County. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Purchaser may only assign this Agreement in accordance with Part III, Section 9.

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

PART II: CONVEYANCE OF PROPERTY

1. **PROPERTY TO BE PURCHASED.** Subject to compliance with this Agreement's terms and conditions, Village agrees to convey to Purchaser, and Purchaser agrees to purchase from Village, the Property.

2. **PURCHASE PRICE; EARNEST MONEY.**

A. The purchase price for the Property shall be Twenty Five Thousand and No/100 (\$25,000.00) Dollars ("**Purchase Price**"). Purchaser shall pay the Purchase Price in full at Closing (as defined below) by transfer of immediately available funds, and subject to adjustments and proration as described in this Agreement.

B. No later than five (5) business days after the Effective Date, the Purchaser shall deliver to the Title Company (as defined below) One Thousand and No/100 (\$1,000.00) Dollars ("**Earnest Money**"). The Title Company will hold the Earnest Money pursuant to the terms of a strict joint order escrow agreement approved by the Parties. At Closing, the Title Company will deliver the Earnest Money to the Village and apply it toward the Purchase Price.

3. **CLOSING.** The closing of the purchase and sale of the Property ("**Closing**") will occur no later than thirty (30) days after the expiration of the Inspection Period (as defined below) or, as applicable, the Extension Period (as defined below), at a mutually agreeable time at the offices of Chicago Title Insurance Company ("**Title Company**"), or such other place and time as may be agreed upon by the Purchaser and the Village ("**Closing Date**").

4. **RIGHTS OF INSPECTION; REGULATORY APPROVALS; TITLE AND SURVEY.**

A. Beginning on the Effective Date and ending one hundred eighty (180) days thereafter ("**Inspection Period**"), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Village. Purchaser may unilaterally extend the Inspection Period by an additional thirty (30) day period ("**Extension Period**") by, on or before the expiration date of the Inspection Period: (i) providing Village written notice ("**Extension Notice**") informing the Village that the Purchaser is initiating an Extension Period and identifying the Extension Period's expiration date (which date shall not be more than 30 days after the date of the Extension Notice); and (ii) delivering to Village by wire Five Hundred and No/100 (\$500.00) Dollars in immediately available funds ("**Extension Payment**"). The Extension Payment shall be nonrefundable, regardless of whether the Closing or other transactions contemplated by this Agreement occur.

B. Purchaser and its agents and representatives shall have the right to enter upon the Property during the Inspection Period and, as applicable, the Extension Period, for any purpose related to this transaction, including, without limitation, inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests, and such other work as Purchaser shall consider appropriate ("**Inspections**"). Upon the voluntary or involuntary termination of the Inspection Period or, as applicable, the Extension Period, Purchaser shall return the Property to its condition as it existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.

C. During the Inspection Period and, as applicable, the Extension Period, Purchaser shall have the further right, at Purchaser's sole cost, to make such inquiries of governmental agencies, including, without limitation, the Village, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all (i) zoning, subdivision and regulatory approvals from any local, state, or federal governmental entity or agency; and (ii) financial approvals necessary for the construction of the planned single-family house and related appurtenances ("**Residence**") on, at least in part, Saleable Outlot C.

D. The Purchaser's Inspections of the Property are subject to the Purchaser holding harmless the Village and its elected and appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors, and assigns ("**Village Parties**"), fully indemnifying, and defending the Village Parties against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, except to the extent caused by the willful or intentional act of the Village. The Purchaser's obligations and duties contained in this Section shall survive Closing for a period of three (3) years.

E. The obligations of Purchaser to close on the purchase of the Property under this Agreement are subject to and conditioned upon the satisfaction of the following conditions precedent:

1. the determination by Purchaser, in its sole discretion and judgment, that the Property is satisfactory to construct the Residence; and

2. acquisition of all or an unimproved portion of that certain real property bordering Saleable Outlot C to the west commonly known as 465 N. Broadway Street, Coal City, IL property identification number 06-35-301-056 and legally described as set forth in **Exhibit 4 ("Ruffati Property")** or an exclusive option to purchase all or any portion of the Ruffati Property; and

3. (a) Purchaser's confirmation that the Residence is permitted under any covenants, conditions and restrictions of record and zoning laws or ordinances applicable to Saleable Outlot C, or (b) securing a zoning variance, special use or other type of entitlement for Saleable Outlot C that will permit or authorize Purchaser's development of the Residence and (c) determining that consolidation of Saleable Outlot C with the portion of the Ruffati Property acquired, under contract or subject to an option to purchase by Purchaser is allowed as of right or eligible for subdivision approvals by all public bodies with jurisdiction thereover (collectively, the "**Necessary Entitlements**").

In the event such conditions to Purchaser's obligations have not been satisfied within Inspection Period or, as applicable, the Extension Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Village on or before the last day of the Inspection Period or, as applicable, the Extension Period, to terminate this Agreement for any reason or no reason at all. Should such termination be delivered on or before the last day of the Inspection Period or, as applicable, the Extension Period, this Agreement shall be deemed null and void, neither Party shall have any further duties or obligations under this Agreement, and the Earnest Money shall be returned to the Purchaser. In the event of termination, Purchaser shall bear the cost of any fees

imposed by the Title Company on the Village through the termination date and Village will retain any Extension Payment owed or received before the termination date.

F. In the event the Inspections uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Village in writing during the Inspection Period and the Village will have the option, but not the obligation, at its sole cost and expense, to remediate any such environmental conditions in accordance with all local, state, and federal laws and other requirements of law prior to Closing.

G. No later than thirty (30) days after Effective Date, Seller shall cause to be delivered to Purchaser three (3) copies of plats of survey of Saleable Outlot C, Outlot B and Outlot C prepared within six months of the Effective Date, prepared by a licensed Illinois land surveyor reasonably satisfactory to Purchaser, and certified by the surveyor to the Purchaser and Title Company as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Surveys Minimum Standard Detail Requirements ("**Survey**"). The Surveys will establish and depict the exact perimeter legal description of Saleable Outlot C, Outlot B and Outlot C and will include the Property's exact acreage.

H. Within five (5) business days after the Effective Date, Seller will order at its expense, a title commitment from the Title Company, and within thirty (30) days of the Effective Date (or, if later, promptly upon obtaining the title commitment, Seller will deliver an Alta Form B title commitment to Purchaser ("**Title Commitment**") for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price for the Property, and copies of all documents identified on Schedule B of the Title Commitment ("**Title Documents**"), showing fee simple title to the Property vested in the Village of Coal City. Within ten (10) days of receiving both the Title Commitment, Title Documents, and the Survey, the Purchaser will notify Seller ("**Purchaser Title Notice**") as to (i) any exceptions to title shown on the Title Commitment that are not acceptable to the Purchaser, and (ii) any objections the Purchaser has to the Survey (collectively, "**Unpermitted Exceptions**"). Any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become permitted exceptions, and **Exhibit 5** to this Agreement will be modified accordingly. At least five (5) days before the Closing, Seller will deliver to Purchaser a pro forma Title Commitment. The cost of the title insurance policies to be issued pursuant to the Title Commitment and the cost of all endorsements shall be paid by the Purchaser. All required state, county, and municipal transfer taxes, if any, shall be paid by the Purchaser, provided that the Parties anticipate the conveyance to be exempt from such transfer taxes.

I. Seller will have thirty (30) days from the receipt of the Purchaser Title Notice to provide Purchaser with assurances satisfactory to Purchaser that any Unpermitted Exceptions will be removed or endorsed over, in reasonable form and substance acceptable to Purchaser, on or before Closing. The Purchaser may extend the period in which Seller will cure or remove such Unpermitted Exceptions or accept the Title Commitment and Survey as they then are. Unpermitted Exceptions which are accepted as part of this Section will become permitted exceptions.

J. During the Inspection Period and, as applicable, the Extension Period, Purchaser shall have the right to access, review, and inspect the following:

- i.* All leases related to or concerning the Property;
- ii.* All contracts related to or concerning the Property;
- iii.* All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in Seller's possession, and the current real estate tax bill(s) for the Property;
- iv.* All statements and invoices for the past year covering all utilities (electricity, gas, water, and stormwater) relating to the Property;
- v.* All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Purchaser;
- vi.* All engineering, environmental and property condition studies and reports related to the Property;
- vii.* All appraisals of the Property; and
- viii.* All violation notices concerning the Property, including, without limitation, building, zoning, environmental, or health code violations.

Seller agrees to cooperate in all respects to facilitate Purchaser's Inspections and agrees to make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available, upon Purchaser's reasonable request.

K. Control of Property. Before Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and liability for any and all damage or injury to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller by so notifying Seller, whereupon the Earnest Money, including, if applicable, Extension Payments, shall be refunded to Purchaser. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including without limitation, survey costs, inspection costs, demolition and remediation costs, real estate taxes, legal fees, and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

L. Representations. In order to induce Purchaser to enter into this Agreement, Seller represents, warrants, and covenants to Purchaser as set forth below. Each of the following representations shall be deemed remade as of the Closing Date and shall survive Closing for a period of one (1) year.

1. No lease concerning the Property contains any option to renew or extend the term thereof beyond the Closing Date or to purchase or acquire any interest in the Property. No options, warrants, rights, or agreements to purchase, participate in, or acquire all or any portion of the Property are outstanding.

2. The Property is tax exempt. If, between the Effective Date and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.

3. Except as provided in this Section, there are no written or oral contracts or commitments relating to the Property including, without limitation, for management, performance of service, maintenance or repair, employment, or purchase or lease of equipment ("**Contracts**") relating to the Property with respect to any third party.

4. To the best of Village's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Property and no notice has been received by Seller of any condemnation proceedings or any building, zoning, environmental, fire or health code violations which are threatened or pending. If between the Effective Date and the Closing Date, any notice of code violations is received or any lawsuits are initiated with respect to the Property, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

5. The execution of this Agreement is not in violation of or prohibited by any contract or agreement to which Seller is bound.

6. All of the documents delivered to the Purchaser pursuant to this Agreement are true and correct.

Seller further covenants to Purchaser and agrees that between the date hereof and the Closing Date:

7. Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Property which extend beyond the Closing Date or prepay for a period of more than one (1) month any sums payable under any Contracts, without prior written notice to and approval of Purchaser.

8. Seller shall keep Property adequately insured by financially sound and reputable insurers against loss or damage by fire with extended coverage endorsements and maintain reasonable adequate liability insurance covering liability for personal injury or property damage to the extent and in the manner customary for Property of its character.

9. Seller shall duly pay and discharge, or cause to be paid or discharged, or shall provide a credit to Purchaser at Closing for all taxes, assessments, claims for labor, materials, or supplies which have been incurred prior to Closing and which if unpaid, might by law become a lien or charge upon the Property. Real estate taxes, if any, shall be prorated as of the Date of Closing based on one hundred (100%) percent of the most recent ascertainable full year tax bill.

10. Seller shall maintain the Property in the same condition as it is as of the Effective Date (ordinary wear and tear and damaged caused by casualty or condemnation excepted) and shall maintain the same level of property insurance as exists as of the Effective Date.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY VILLAGE OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF VILLAGE AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

In order to induce Seller to enter into this Agreement, Purchaser represents, warrants, and covenants to Seller as set forth below. Each of the following representations shall be deemed remade as of the Closing Date.

11. This Agreement and all documents or instruments delivered by Purchaser in connection with the transaction contemplated by this Agreement have been or will be at the time of delivery duly authorized and all obligations of Purchaser under this Agreement and the aforementioned documents and instruments are or at the time of delivery thereof shall be legal, valid and binding obligations of it and, as of the time of delivery, neither this Agreement nor any of the other aforementioned documents or instruments violates or will be in violation of the provisions of any other agreement to which Purchaser is a party or to which it is subject;

12. There are no actions, suits, or proceedings pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any administrative, regulatory, adjudicatory or arbitration body or agency of any kind that have, or could reasonably be expected to have, a material and adverse effect on the performance by Purchaser of its obligations pursuant to and as contemplated by the terms and provisions hereof;

13. Purchaser is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof

(the Order and such other rules, regulations, legislation, or orders are collectively called the “Orders”). Purchaser is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders; and

14. Purchaser understands and acknowledges that the Agreement is expressly contingent upon the Purchaser obtaining all necessary Zoning Approval (as defined below) to construct the Residence. Purchaser understands and acknowledges that failure to obtain Zoning Approval during the Inspection Period or, as applicable, the Extension Period, provides grounds for the Seller and/or Purchaser, exercising their sole discretion and at any time after the Inspection Period or, as applicable, after the Extension Period, to unilaterally terminate this Agreement and the Parties’ rights, duties, and obligations hereunder. If either Party terminates this Agreement in accordance with this Section, the Earnest Money will be returned to the Purchaser, less any fees imposed by the Title Company through the termination date, and Seller will retain any Extension Payment(s) owed or received before the termination date.

N. Condition of Property.

1. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, INCLUDING ITS EXHIBITS, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN “AS IS” CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE VILLAGE PRIOR TO CLOSING, AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

a. the granting of any required permits or approvals including, without limitation, Zoning Approval, of any governmental bodies, including, without limitation, the Seller, which have jurisdiction over the construction, development, use or maintenance of the Property; and

b. the habitability, merchantability, marketability, profitability or fitness of the Property for the Residence.

2. The Closing of this transaction shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property. This Section shall survive Closing.

O. Taxes and Special Assessments. The Seller will ensure that there are no outstanding and unpaid real estate tax or special assessment liabilities due and owing up to and including the

Closing Date, and that the Property will be conveyed to the Purchaser free of any such taxes, transfer taxes, assessments or liens.

P. Closing Costs; Related Fees. Except as provided herein, the Parties shall evenly split (*i.e.*, 50% / 50%) the costs of Closing, excluding escrow costs and fees, which shall be fully paid by Purchaser.

Q. Seller's Obligations at Closing. At or prior to the Closing Date, Seller shall:

1. Deliver to Purchaser a duly recordable general warranty deed(s) to Outlot A, Outlot B and Saleable Outlot C with all stamps affixed thereto conveying to Purchaser good and marketable fee simple title to the Property, subject only to permitted exceptions and a right of reverter in favor of Seller for Outlot A and Outlot B in the event that Purchaser fails to satisfy his obligations under Part III of this Agreement, and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller ("Deed");

2. Deliver to Purchaser the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

3. Deliver to Title Company an ALTA Statement, on Title Company's standard form, executed by Seller;

4. Deliver to Title Company an affidavit stating that there is no property manager at the Property; and

5. Deliver to Title Company a settlement statement; and

6. Deliver an Affidavit of Title executed by the Seller warranting that no outstanding mechanic's lien rights exist and that the property is subject to no leases, liens or other claims or encumbrances of title except those specifically permitted pursuant to this Agreement.

The Parties shall also deliver such additional documents and matters as shall be reasonably required to close the transactions contemplated by this Agreement including, without limitation, Real Estate Transfer Tax Declarations, copies of paid real estate tax bills, and most recent notices of assessment valuation, if any. Drafts of all Seller Closing documents listed in this Section will be delivered to the Purchaser at least five (5) days prior to the Closing Date for the Purchaser's approval.

R. Purchaser's Obligations at Closing. At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the Purchase Price and Purchaser's share of Closing costs. At or before Closing, Purchaser shall execute and deliver to the Title Company such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

S. Delivery of Possession of Property. The Seller shall deliver legal fee simple title for the Property to the Purchaser at Closing. Except as otherwise provided in this Agreement, if the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the

Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and Purchaser waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

T. Conditions to the Seller's Performance. The Seller shall have the right, at the Seller's sole discretion, to terminate this Agreement before Closing if:

1. The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

2. The Purchaser fails to or is unable to obtain during the Inspection Period or, as applicable, the Extension Period, all governmental approvals, authorizations, licenses, and permits, required to develop the Residence on the Property, including, without limitation, the Zoning Approval;

3. Any material misrepresentation is made by the Purchaser.

U. Indemnification. The Purchaser agrees to indemnify and fully protect, defend, and hold harmless the Seller Parties from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against any of the Seller Parties resulting from or arising out of:

1. Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns; and

2. The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing,

except to the extent caused by the willful or intentional act of the Seller. This Section shall survive Closing.

V. Discharge. Seller's delivery of the deed to the Property to the Purchaser shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

W. Right of Reverter. In the event that, following Purchaser's acquisition of Outlot A and Outlot B, there is an Event of Default relating to Purchaser's obligation set forth in Part III of this Agreement to (a) sell Outlots A and B to a third-party for consolidation of the parcels and development of a residential improvement thereon and (b) pay over to the City fifty percent (50%) of the aggregate purchase price of Outlots A and B within six (6) years of the Closing Date of the conveyance between Seller and Buyer as contemplated in this Part II, then Purchaser has the right to reenter and take possession of Outlot A and Outlot B and all improvements thereon and to revert in Seller the estate of Purchaser in Outlot A and Outlot B. Purchaser agrees to execute such documents

as reasonably necessary to cause Purchaser's interest in Outlot A and Outlot B to revert and revest in Seller including, without limitation, executing and delivering recordable quitclaim deeds from Purchaser back to Seller for Outlots A and B.

PART III. DEVELOPMENT AGREEMENT TERMS

1. **PURCHASER OBLIGATIONS.** As a material inducement to Seller's conveyance of the Property to Purchaser below market value, Purchaser shall:

a. At his own cost and expense, consolidate Outlot A and Outlot B into a single lot and secure the assignment of a new property identification number (PIN) for the resultant consolidated lot (the "**Consolidated Lot**"); and

b. At his sole expense and pursuant to Village of Coal City-issued permit and in compliance with all applicable federal, State and local laws including zoning, building and housing codes, construct and obtain a certificate of occupancy for a single-family detached residence ("**Home**") on (or partially on) Saleable Outlot C;

c. Refrain from selling the Consolidated Lot except to a bona fide owner-occupant for the first thirty-six (36) months after the date of Closing.

d. Exercise commercially reasonable efforts to sell the Consolidated Lot to a single third-party purchaser within six (6) years of the Closing Date;

e. Pay over to the Village of Coal City 50% of the aggregate purchase price for Outlots A and B (computed before prorations and closing fees) within five (5) business days of closing on such sale and provide the Village of Coal City with a mutually executed copy of the settlement statement for the sale of the Consolidated Lot;

f. Grant the Village of Coal City a temporary construction easement at no additional charge on such portion of the Consolidated Lot as may be reasonably requested by the Village of Coal City in order to facilitate the excavation, grading, construction and maintenance of a cul-de-sac on the Retained Portion of Outlot C.

2. **SELLER OBLIGATIONS.** Seller shall:

a. Subject to Purchaser's compliance with Village of Coal City ordinances and policies governing building permit applications, fees and inspections, grant a building permit for the construction of the Home on the Consolidated Lot to facilitate the commencement of construction pursuant to the terms of this Agreement. The Village will not unreasonably withhold issuance of any complete and properly filed application for a building permit.

b. Promptly process and consider reasonable requests by Purchaser for zoning relief, zoning approvals and such other permits, and other approvals necessary to develop the Home on the Consolidated Lot, and shall issue all requisite permits and land use and construction approvals as shall be necessary or appropriate to construct the Home, provided that Purchaser submits completed

petitions and applications and supporting materials for such permits and approvals and pays all fees required under applicable Village ordinances, standards, rules, and regulations, and further provided that Purchaser makes any design, landscaping, engineering, stormwater detention, drainage, traffic pattern, site plan or other modifications as may be required as a condition of issuing approvals or the various permits and approvals described herein.

3. **SELLER REVIEW.** Purchaser acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Purchaser that may be sustained as the result of the Village's review and approval of any plans for the Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the Home or use of the Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Purchaser, or any of its heirs, successors, assigns, tenants, and licensees, or any other person or entity, against damage or injury of any kind at any time.

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

5. **INDEMNITY.** The Purchaser agrees to defend, hold harmless, and indemnify the Village of Coal City and its officers, agents, employees, consultants and volunteers (cumulatively, "**Village Parties**") from any and all claims, liabilities, damages, penalties, and costs that may be asserted at any time against any of them, or awarded against them, in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, or certificate; and (iii) the Purchaser's construction of the Home; or (iv) this Agreement.

6. **DEFENSE EXPENSE.** The Village shall provide the Purchaser written notice of any claim for which the Village may seek indemnification or to be held harmless within thirty (30) days of obtaining notice of a claim. Failure of the Village to tender timely notice or defense of a claim in accordance with this Section shall waive any obligation of Purchaser to indemnify, defend, and hold harmless the Village. The Purchaser shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense and settlement of the claim. In the event that the Village retains defense of any claim the Purchaser shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, incurred by the Village in defending itself with regard to any and all of the claims referenced in Part III, Section 8(C) immediately above, provided that Purchaser shall have the right to participate in said defense and approval of any settlement of a claim.

7. **PURCHASER'S ONGOING INSURANCE OBLIGATIONS.** Purchaser shall maintain in full force and effect insurance sufficient to cover the replacement cost of the Home in the event the Home is destroyed in whole or in part. The Purchaser shall be obligated to use the insurance proceeds to reconstruct the Home and make it habitable again.

8. **TRANSFER OF OBLIGATIONS.** All obligations assumed by the Purchaser under this

Agreement shall be binding on the Purchaser individually, on any and all of the Purchaser's successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property (excluding the Village). To assure that the Purchaser's successors, and assigns, and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, the Purchaser shall:

i. Deposit with the Village Attorney, on or before Closing, any consents or other documents necessary to authorize the Village to record this Agreement in the Office of the Grundy County Recorder at Closing; and

ii. Notify the Village in writing at least thirty (30) days prior to any date after which the Purchaser transfers a legal or beneficial interest in any portion of the Property to any individual or entity that is not a party to this Agreement; and

iii. Incorporate, by reference, this Agreement into any and property sales contracts entered into for the sale of all or any portion of the Property to an individual or entity that is not a party to this Agreement; and

iv. Require, prior to the transfer of all or any portion of Saleable Outlot C, or any legal or equitable interest in the Property to any individual or entity that is not a party to this Agreement, the transferee to execute an enforceable written transferee assumption agreement.

9. **ENFORCEMENT.**

A. **Default Before Closing.** If either party defaults in the performance of this Agreement before Closing, the non-defaulting party's exclusive remedies shall be to either: (a) terminate this Agreement and, in the case of a Purchaser default, Seller will retain the Earnest Money and Extension Payment(s) (if any); or (b) pursue specific performance, at Purchaser's discretion. Except as expressly provided herein, neither Party will be entitled to monetary or legal damages, excluding the Earnest Money and Extension Payment (if any), as a result of a breach of this Agreement before Closing.

B. **Default After Closing.** For any default occurring after Closing, each Party may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. Purchaser agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits and certificates of occupancy at any time the Purchaser has failed or refused to meet fully any of its obligations after Closing. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this subsection, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

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MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 22, 2023

**RE: INTERGOVERNMENTAL AGREEMENT FOR LOCATION OF WELL #7
AT COAL CITY FIRE DISTRICT STATION #1**

During the consideration of the water treatment plant expansion, the location of the future raw water well provided for IEPA permitting was a location at Coal City Fire District #1. This location makes a great deal of sense for a few reasons. The first is its adjacency to the existing raw water main, which shall allow the pumped raw water to be conveyed easily to the existing water treatment plant location. The second is the increased resiliency this location shall offer since the untreated water well would provide an additional location for additional water supply should a major fire occur and multiple fire stations are looking for places to fill up or due to a power outage, this facility would be enabled to provide water regardless of the power grid.

Over the past month, following the bids having been selected to construct the water utility improvements, the Fire District and the Village have been meeting to agree upon the final location. Aside from accommodating the location of this new well, the Fire District has also offered to shelter the well head equipment, which regularly goes inside of separate facility, but will be installed within the southwest interior corner of the existing detached garage.

While the Board of Trustees considered this agreement, the Coal City Fire District is reviewing the same version at its meeting this evening as well.

Recommendation:

Authorize Mayor Spesia to enter into the Easement Agreement regarding the location of Raw Water Well #7 at Fire Station #1.

**This document prepared by
and after recording should be
sent to:**

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

**NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING MUNICIPAL WELL
EASEMENT**

THIS AGREEMENT (“**Agreement**”) is made and shall be effective on the date last subscribed below (“**Effective Date**”), by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the “**Village**” or “**Grantee**”) and COAL CITY FIRE PROTECTION DISTRICT, an Illinois body corporate and politic (the “**District**” or “**Grantor**”).

W I T N E S S E T H:

A. The Village is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois.

B. The District is an Illinois body corporate and politic, organized and operating pursuant to the Constitution and laws of the State of Illinois.

C. Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities, and generally encourage cooperation between units of local government for the matters of mutual concern.

D. The Village has authority, pursuant to the Illinois Municipal Code, to own, operate and maintain a potable water collection, treatment, storage and distribution system, providing potable water to the residents of the Village and, in fact does so.

E. The Village has recently experienced outages, failures, and closures of various municipal water wells within its water distribution system that have compromised the ability of the Village to safely provide adequate water supplies to the public without the addition to its public water system of an additional municipal water well and related attachments, equipment and appurtenant structures of a size, material, number and depth as the Village deems necessary or desirable for its needs for the location, diversion, or other acquisition of ground water (“**Municipal Well**”).

F. The District is the legal owner of that certain real property commonly known as

_____, Coal City, Grundy County, Illinois, bearing property identification number 09-02-126-004 and legally described on **Exhibit A** attached hereto and made a part hereof (the “**Subject Parcel**”).

G. The Village has determined that the ideal site of a new Municipal Well is located in, upon, over, under, and through the Subject Parcel in an area generally described as _____ and more specifically depicted and described in **Exhibit B** hereto (“**Easement Premises**”).

H. The Village desires to install, own, operate and maintain the Municipal Well in, to, upon, over, across, under and through the Easement Premises.

I. Grantor and Grantee (collectively, the “**Parties**”) mutually desire that Grantor hereby create and grant a permanent easement in, to, upon, over, across, under and through the Easement Premises for the purposes of the Village excavating, installing, constructing, inspecting, operating, replacing, renewing, altering, repairing, cleaning, maintaining, sealing and abandoning in place the Municipal Well upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.

2. **Grant and Use of Permanent Municipal Well Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grant, declare, give and convey a permanent, non-exclusive easement (the “**Municipal Well Easement**”) in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a “**Grantee**”), in, upon, over, under, through and across the Easement Premises and each portion thereof for the purposes of excavating, installing, constructing, inspecting, operating, replacing, renewing, altering, repairing, cleaning, maintaining, sealing and abandoning in place the Municipal Well as may be necessary or convenient for the collection, storage and distribution of potable water serving the Village’s public water supply system, together with the right of ingress and egress across and through the Easement Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Municipal Well remain in existence and function properly. The right is also hereby granted to the Village to cut down, trim or remove any trees, shrubs or other plants on the Easement Premises as well as remove any fence or other structure thereon that interferes with the excavation, installation, maintenance or operation of the Municipal Well or with the exercise of any Village rights granted in the Easement Premises. No fences, landscaping, structures or trees shall be placed in the Easement Premises without the approval of the Village. The term of the Municipal Well Easement shall commence upon the Effective Date and continue indefinitely thereafter. Grantee agrees to give Grantor five (5) business days’ notice prior to initially entering upon the Subject Property for the purpose of commencing the initial excavation, installation and construction of the Municipal Well and prompt notice any other time

entry is necessary for the purposes herein described.

3. **Covenants of Grantee.** The Village shall not have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than the Municipal Well on, over, across and under the Easement Premises; (b) perform any work on the Subject Property other than within the Easement Premises; or (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the Village's direction or sufferance. As soon as is practicable following the completion of any the Village's work within the Easement Premises, the Village shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by the Village at its sole cost and expense. The covenants provided herein by the Village shall in each instance be deemed separately given and in no case joint and several.

4. **Consideration.** For and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantor caused by the permanent Municipal Well easement and temporary construction easement herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Village which may cause damage to the rest of the District's property.

5. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Municipal Well and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted.

6. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and her respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

7. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds by the Village at its own expense and the District hereby authorizes the Village to so record this instrument.

8. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

9. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement or any work performed within the Easement Premises.

10. **Reservation of Rights.** Grantor reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by Grantee of the rights granted in this Agreement; provided, however, that the District shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor permit the Municipal Water Well Easement to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner has the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any other easements will be subject to this Agreement and the rights granted in this Agreement; and provided further that the Owner must obtain the Village's prior written consent to the terms, nature, and location of any other easements.

11. **Amendments.** This Agreement, together with Exhibits A and B hereto, contains the entire agreement between the Parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Village and Grantee.

12. **Assignment of Rights.** Owner agrees that Grantee may assign its rights or delegate its duties under this Agreement, in whole or in part, without Owner's consent.

13. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

The District: President Randy Alderson (or successor Board President)
35 S. DeWitt Place
Coal City, IL 60416

With a copy to: Fire Chief James Seerup (or successor Fire Chief)
35 S. DeWitt Place
Coal City, IL 60416

With a copy to: _____

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

With a copy to: Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

14. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

15. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the “**Defaulting Party(s)**”), the other party(s) (the “**Enforcing Party(s)**”) shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation, reasonable attorneys’ fees, court costs and related costs.

16. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party’s exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

17. **Condemnation.** If any or all of the Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

18. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable

for the debts or obligations of the other.

19. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

20. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

**COAL CITY FIRE PROTECTION
DISTRICT**

By: _____
Village President David A. Spesia

By: _____
Board President Randy Alderson

Date

Date

ATTEST

ATTEST

By: _____
Village Clerk Alexis Stone

By: _____
Kristine Moran

State of Illinois)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David A. Spesia, personally known to me to be the Village President of the Village of Coal City, and Alexis Stone, personally known to me to be the Village Clerk for the Village of Coal City, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the Village President and Village Clerk of the Village of Coal City pursuant to authority granted to them by the Village Board of the Village of Coal City.

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

(seal)

Notary Public

State of Illinois)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Randy Alderson and Kristine Moran, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed this instrument as their free and voluntary acts, for purposes therein set forth.

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

(seal)

Notary Public

EXHIBIT A

Subject Parcel Legal Description

EXHIBIT B

Easement Premises

Appended on following page, depicting and describing:



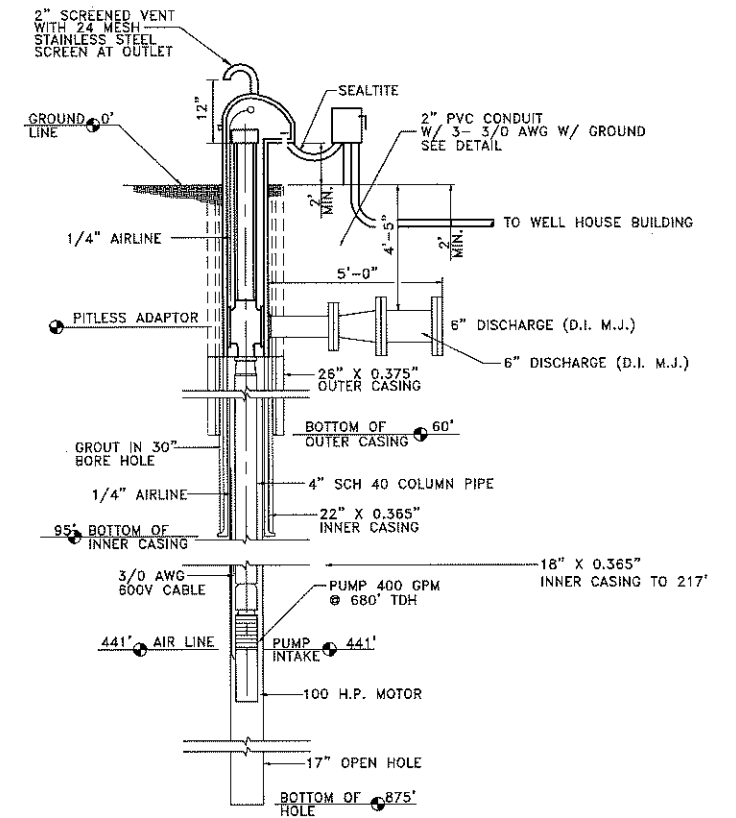
Chamlin & Associates

VILLAGE OF COAL CITY, ILLINOIS
NEW WELL #7
2022

DRAFT
NOT FOR CONSTRUCTION

CURRENT AS OF: 08/15/2023			
SCALE: AS NOTED		SHEET 3	
FILE NO.:9875.02 Y-		OF	5

ELECTRICAL DETAILS HERE

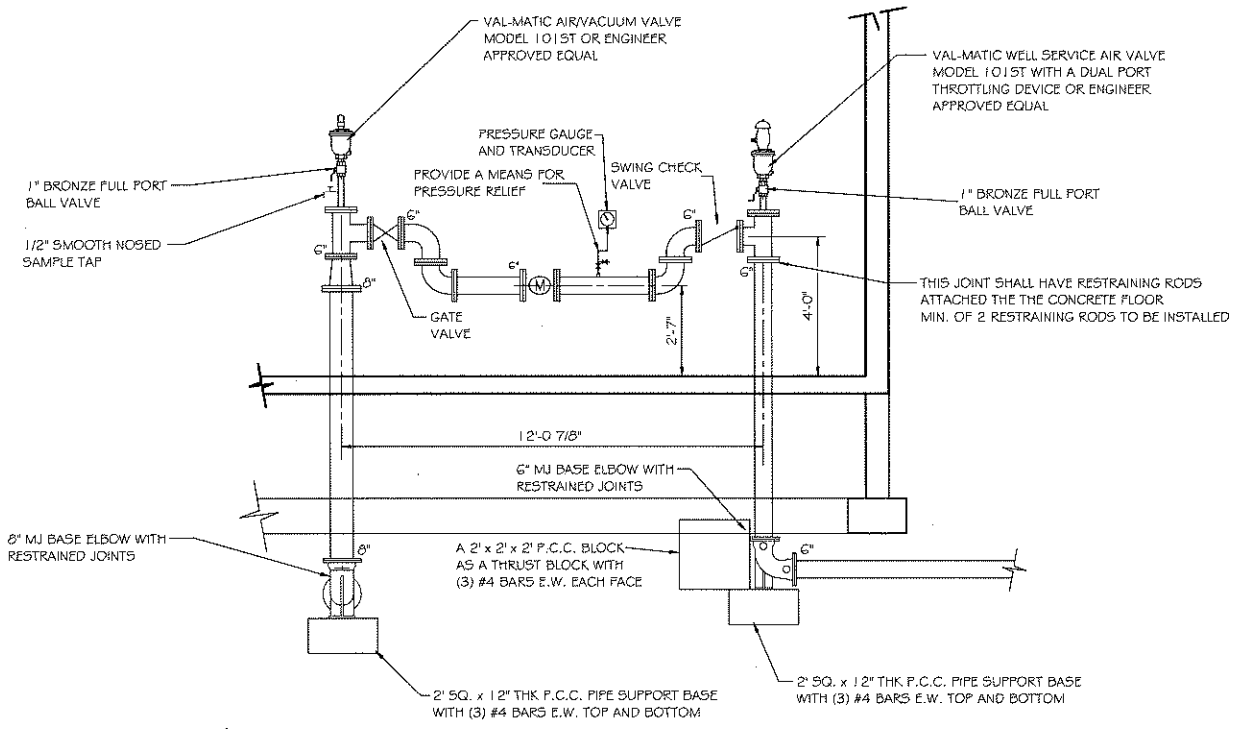


WELL #7
N.T.S.

CHAMLIN & ASSOCIATES, INC. © 2022
Drawing Name: G:\Users\A\9875-02-Coal-City-WTP-Extension-and-New-Water-Can-New-Well\004-NEW-Well-And-Electrical-Details.dwg Last Modified: Wednesday, August 16, 2023 2:27:48 PM Plotted On: Wednesday, August 16, 2023 2:31:57 PM By: Jonathan Coward

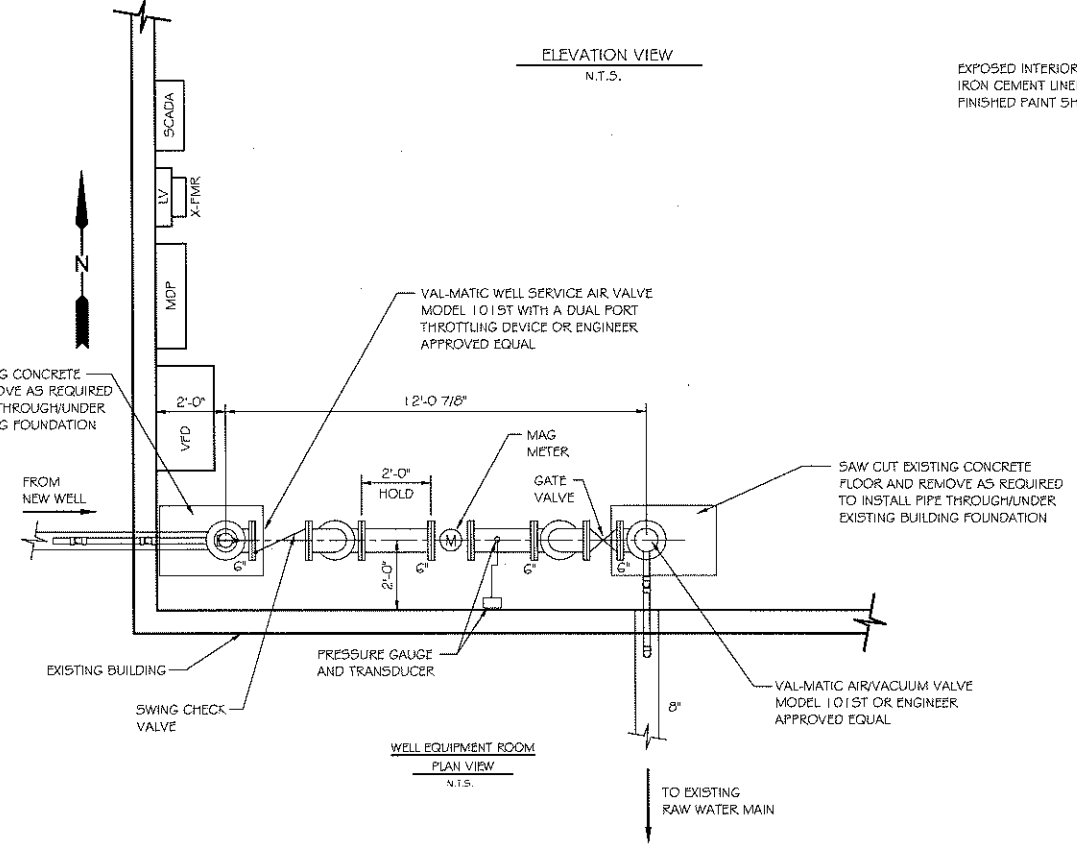
DRAWN BY: JJC		REVISIONS		<div>CA</div> <div>Chamlin & Associates</div>	PERU MORRIS OTTAWA MIENDOTA ILLINOIS	VILLAGE OF COAL CITY, ILLINOIS NEW WELL #7 2022	WELL AND ELECTRICAL DETAILS	DRAFT NOT FOR CONSTRUCTION	CURRENT AS OF: 08/15/2023	
CHECKED BY: RTB	LEVEL	BY	DATE						SCALE: AS NOTED	SHEET 4
DATE: 05/2022									FILE NO.: 9875.02 Y-	OF 5

CHAMLIN & ASSOCIATES, INC. © 2022
Drawing Name: C:\Users\JA\8875-02-Coal-City-WTP-Expansion-and-New-Well\CD\NEW WELL 005-WELL EQUIPMENT ROOM PLAN AND DETAILS.dwg
Last Modified: Wednesday, August 16, 2023 2:05:26 PM
Plotted On: Wednesday, August 16, 2023 2:32:34 PM
by Jonathan Cover

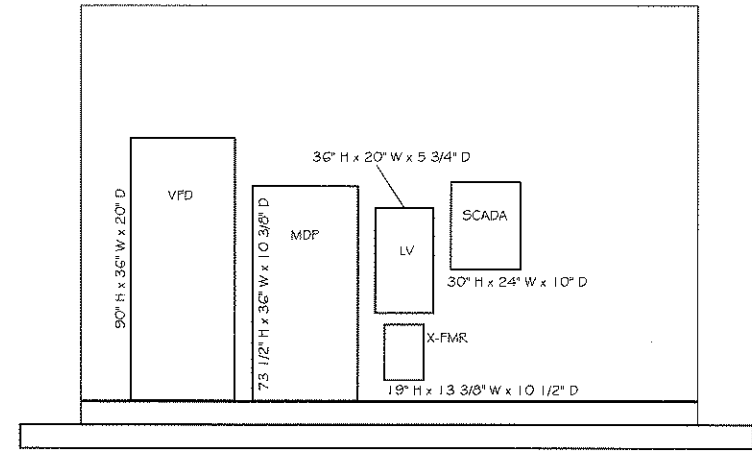


ELEVATION VIEW
N.T.S.

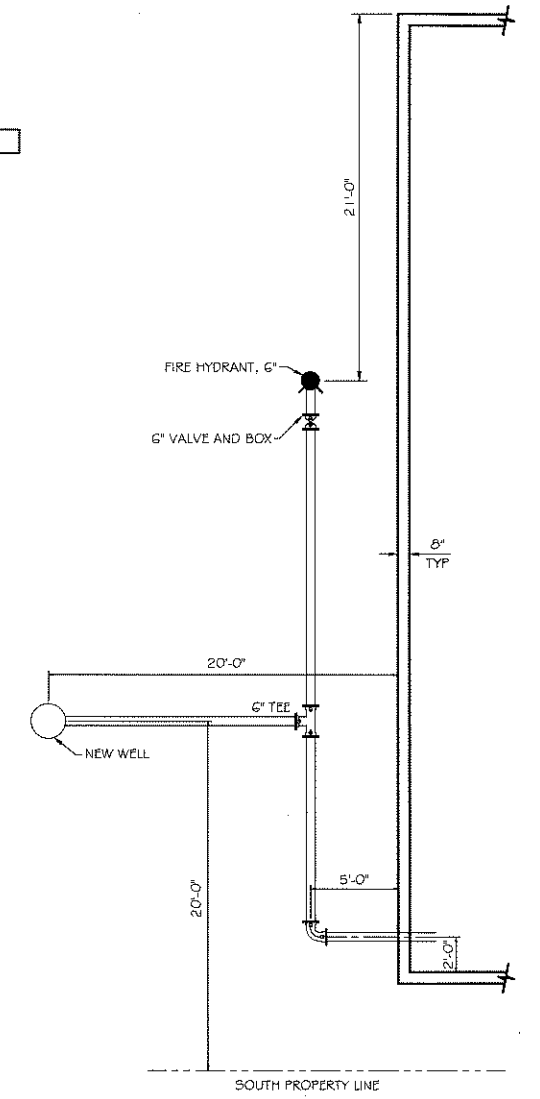
EXPOSED INTERIOR RAW WATER PIPING SHALL BE SHOP PRIMED DUCTILE
IRON CEMENT LINED.
FINISHED PAINT SHALL BE BY TNE MEC 110GN (CLOVER)



WELL EQUIPMENT ROOM
PLAN VIEW
N.T.S.



SECTION "A"
N.T.S.



WELL SITE PLAN
N.T.S.

DRAWN BY: JJC	REVISIONS				DESCRIPTION
	LEVEL	BY	DATE		
CHECKED BY: RTB					
DATE: 02/2023					

CA
Chamlin & Associates

PERU MORRIS
OTTAWA MENDOTA
ILLINOIS

VILLAGE OF COAL CITY, ILLINOIS
NEW WELL #7
2022

WELL EQUIPMENT ROOM
PLAN AND DETAILS

DRAFT
NOT FOR CONSTRUCTION

CURRENT AS OF: 08/15/2023	
SCALE: AS NOTED	SHEET 5
FILE NO.: 9875.02	OF 5

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 22, 2023

**RE: APPROVAL OF QUIET ZONE RELATED DESIGN IMPROVEMENTS
AND PERMITTING**

In order to secure a Quiet Zone, the Village must work closely with multiple entities to increase safety at all railroad crossing within Coal City. Ultimately, the Federal Railroad Authority (FRA) decides if a Quiet Zone can be granted after listening to IDOT (due to State Route 113 having such a large impact), the Illinois Commerce Commission (ICC) and the BNSF Railroad. Due to a planned signal improvement at Route 113, IDOT and the ICC have been coordinating a series of meetings by which the planned crossing improvements to increase safety across this corridor must be planned so their timing can leverage planned capital spending at the 113 crossing to establish a quiet zone across all crossings from Carbon Hill Road to Fifth Avenue in Coal City.

Robinson Engineering had created the Quiet Zone Corridor and has continuously been involved in FRA Quiet Zone Corridor consideration walk thrus over the past decade plus. This current opportunity, which was included within the current fiscal budget, would allow an open negotiation with the BNSF and ICC to attempt to gain additional funds to construct the necessary improvements allowing the Quiet Zone to be established. The professional service agreement included would provide the permitting time and design of the crossing improvements to hopefully bring about a successful conclusion of achieving this goal.

Recommendation:

Authorize Robinson Engineering to Conduct the Design Engineering and Permitting to Enable the Establishment of a Quiet Zone Corridor for a cost not-to exceed \$47,000.

August 18, 2023

Mr. Matt Fritz
Village Administrator
Village of Coal City
515 S. Broadway
Coal City, IL 60416

**RE: Engineering Services Proposal for Street Improvements Related to a Quiet Zone Implementation
Coal City, IL**

Dear Mr. Fritz,

Per your request, Robinson Engineering, Ltd. is pleased to provide this proposal for professional engineering services for street improvements related to the implementation of a 24-hour quiet within the Village of Coal City (Village). REL appreciates this opportunity to participate in this project that is important to the Village. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal is the Project Overview, Scope of Services, Payment Terms and Standard Terms and Conditions. REL's Standard Terms and Conditions are considered an integral part of this proposal.

1. PROJECT OVERVIEW

Robinson Engineering, Ltd. (REL) began the quiet zone process with the Village back in 2010. On-site meetings with the Federal Railroad Administration, Illinois Commerce Commission, Illinois Department of Transportation (IDOT) and local officials were held to review and discuss certain safety measures that could be made at each of the at-grade railroad crossings within the Village limits. The goal for the Village in 2010 was to determine the improvements needed to create a 24-hour quiet zone per the FRA regulations that spans the entire Village. The engineering services listed within this proposal will provide the design plans and specifications for street improvements at three separate locations: Division Street/Lincoln Street, 1st Street/1st Avenue and Kankakee Street, needed to help establish the quiet zone.

2. SCOPE OF SERVICES

REL proposes to prepare design plans and specifications needed to facilitate a public bid to construct a cul de sac of Lincoln Street north of Division Street, to create the dead end of 1st Street west of 1st Avenue and to create dead ends on Kankakee Street on both sides of the BNSF railroad tracks.

REL shall perform the following tasks needed to for the preparation of the design plans and specifications:

- Topographic survey of the existing conditions at the three locations discussed above including the open lot east of Lincoln Street known to be owned by the Village
- Establish right-of-way (ROW) at the Lincoln St/Divisions St intersection and Lincoln St north of the current intersection. The property lines for the lot east of Lincoln St and the railroad will also be established so that the cul de sac falls within the existing road ROW or property owned by the Village.
- Soil borings at three locations where the proposed cul de sac will be constructed at the intersection of Lincoln Street and Divisions Street to a depth of 10-feet. A soil boring report will be formulated and reviewed to provide information on the subsurface conditions where the cul de sac will be constructed. This will assist in the design of the new road cross section.
- Existing conditions will be drafted utilizing a Computer Aided Design (CAD) program

- Utility coordination at all three locations discussed above
- Create pavement removal plans for the dead ends at 1st Street and Kankakee Street
- Create proposed site restoration plans including signage for a dead ends per MUTCD standards for 1st Street and Kankakee Street
- Create design plans for a new cul de sac at Lincoln St and Divisions St including depicting locations of pavement removal, earth excavation, area of new pavement and curb/sidewalk design on Division St
- Perform Autoturn movements for a fire truck to navigate the proposed cul de sac at Lincoln St
- Review existing and proposed drainage patterns to create positive drainage off the new pavement to a location that matches existing conditions
- Prepare an IDOT permit application and submit design plans for approval of the work within the Division St ROW
- Gather quantities for solicitation of bids
- Prepare bid specifications
- Perform a rigorous QC/QA of the plans and bid documents prior to solicitation of bids
- Facilitate a public bid for the work associated with the design plans and specifications for work to be performed at the three locations discussed above
- Progress meetings with the Village to verify the bid documents meet the Village's standards
- Assist with the bid opening and recommendation of a prequalified contractor to perform the construction associated with the design plans and specifications

3. PAYMENT TERMS

REL proposes to perform the engineering service in the above Scope of Services for a lump sum fee of \$47,000. The fee will be invoiced to the Village on a percentage completion basis. Any other work not listed in the scope above or specifically excluded below that the Village requests to be performed will be billed at our standard hourly rates at the time the work is performed.

Please indicate your acceptance of the scope of work and associated cost by executing this proposal below and initialing the Standard Terms and Conditions which are attached and considered part of this proposal.

Should it be determined that the engineering services will be needed beyond the scope of this contract, a separate engineering proposal can be prepared. Please note that the following items are specifically excluded from this proposal: traffic counts, design of any railroad related upgrades, any fees to BNSF or IDOT associated with the permit process or flaggers, floodplain and wetland consultation or design services, storm sewer design, environmental work and construction observation services.

We thank you for the opportunity to submit this information for your consideration. Please feel free to call me at 708-210-5682, for any questions you may have regarding this proposal or if any additional information is needed.

Respectfully yours,

ROBINSON ENGINEERING, LTD.



Jeffrey C. Pintar, PE
Director of Municipal Services

Accepted this ____ day of _____, 2023

Village of Coal City

By: _____

Title: _____

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Client's Initial _____

Date: _____

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed \$50,000.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial _____

Date _____