

COAL CITY
VILLAGE BOARD MEETING
Special Meeting
Tuesday, July 28, 2026
7:00 P.M.

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes July 8, 2026
4. Approval of Warrant List
5. Public Comment
6. Special Event Application for the Homecoming Parade at 2:30pm on
October 2, 2026

7. Approval of the P.U.D. Review Committee Membership

- **Village Attorney:** Mark Heinle (*Ancel, Glink*)
- **Planning Review:** Ed Boik (*HR Green*)
- **Village Engineer:** Ryan Hansen
- **Zoning Administrator:** Matt Fritz
- **Building Inspector:** Kyle Watson
- **Public Works Director:** Darrell Olson
- **Chief of Police:** Mike Imhof
- **Coal City ZBA Representative:** Walt Mahaffey
- **CC Fire District:** Nick Doerfler
- **Braceville Township:** Doug Boresi
- **Maine Township Drainage:** Bill Stahler
- **Claypool Drainage:** Bob Koerner
- **Grundy County:** Alec Macdonald
- **CCUSD #1:** Chris Spencer
- **Coal City Residents:** Gary Grunauer, Terry Halliday

8. Authorization for Mayor to enter into an Agreement with Sikich for additional professional services

9. Report of the Mayor

10. Report of the Trustees

C. Lauterbur
B. Mincey
R. Bradley
P. Noffsinger
D. Greggain
D. Togliatti

11. Report of Village Clerk

12. Report of Village Attorney

13. Report of Village Engineer

14. Report of Chief of Police

15. Report of Village Administrator

16. Adjourn



SPECIAL EVENT PERMIT APPLICATION

1. Type of Event:

(X) Parade () Block Event () Run () Other _____

2. Name of Event: 2026 Coal City High School Homecoming Parade

3. Name of Sponsor (Organization, School, Church, etc.), Address and Telephone Number:

Sponsor: Coal City High School Student Council Head of Organization Allison Peterson/Stephanie Vucsko

Address: 655 W Division St
Coal City, IL 60416

Telephone/Cell #: 815-370-6636 (A Peterson Cell)

4. Parade Chairman (who will manage/direct the event and will be present during the event), Address and Telephone/Cell Number:

Chairman: Allison Peterson

Address: CCHS 655 W Division St
Coal City, IL 60416

5. Date of Event: 10/2/2026 Beginning Time: 2:30 Ending Time: 3:30 appx.

6. Starting Point: Broadway/Elm Ending Point: Broadway/Carbon St. / Assumption Berst
(Attach a diagram of event route, street closings, other public places to be traversed and barricade locations.)

7. Location of assembly area for event: Broadway/Spring Rd.

Staging @ CCHS Tennis Parking Event Assembly Time: 1:45

8. Support Service(s) Requested (Police, barricades, cones, picnic tables, clean-up etc.): Extra police presence as deemed necessary

Closure of crossroads along Broadway & Carbon St.

Police officer to lead (Peterson will ride along)

Police/emergency vehicles to end parade (and/or begin)

Help at railroad crossing as deemed necessary

SPECIAL EVENT PERMIT APPLICATION

Event Name: CCHS Homecoming Event Date: 10/2/26
Parade

9. Insurance Requirements:

Insurance is not required for residential block events. For all other special events, however, the sponsor must submit evidence of public liability insurance, insuring the sponsor and naming the village as an additional insured with the following coverage's:

Bodily injury including death: \$1,000,000/occurrence/aggregate

Property damage: \$500,000/occurrence/aggregate

If location or route includes a State Highway, the Illinois Department of Transportation shall also be named as an additional insured.

Insurance Form Received: Attached w/ application

10. Requirements of Sponsors:

- a. If this is a residential block event, the sponsor must submit a petition of support signed by a minimum of 3 residents within the block upon which the special event will be held.
- b. Remove debris, trash, or garbage resulting from the conduct of the event from public property and private property, within the vicinity of the event, within 24 hours after the end of the event, provided, however, that the permittee shall remove and lawfully dispose of any injurious substance or material immediately after the dispose thereof. Such clean-up shall also include removal of trash, litter, garbage, and debris from Village trash receptacles and proper disposition of such trash, litter, garbage and debris.
- c. Obtain prior approval of the Village Administrator before any changes are made in the operation or setup of the event as detailed in the approved permit.
- d. Be present at the scene of the event, either personally or through employees, agents or representatives who have been designated upon the Permit Form, during the entire course of the event.
- e. If requested by the Village Administrator, after the event has taken place, attend a meeting relative to the conduct of the special event to work toward future improvements in the coordination of that event.
- d. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for the permit shall file a communication in writing from the person authorizing the applicant to apply for the permit on his behalf.

Signature of Sponsor or Authorized Agent: [Signature]

Authorized Agent Title: Student Council Sponsor / CCHS Faculty

11. Payment of Costs for Police and Public Works Services:

- a. The sponsor of a special event who accepts a permit thereby consents to the formations of a contract between the sponsor and the Village for payment of costs, if any, for the provisions of Village services and equipment.
- b. The sponsor shall pay to the Village the direct and reasonable costs incurred by the Village as required for the clean-up of the property, if such services is not performed by the permittee and direct and reasonable costs to provide additional police and public works services for the special event. Additionally, the amount of payment required may include compensation for damage to Village property.
- c. Special events sponsored by government entities shall be exempt from the requirements of section 11.
- d. The Village Board may waive the charges for a special event.
Charges waived for () Police and/or () Public works services.

SPECIAL EVENT PERMIT APPLICATION

Event Name: CCHS Homecoming Parade Event Date: 10/2/2016

12. The undersigned agrees to release, hold harmless, and defend the Village of Coal City, it's officials and agents against any and all claims for loss, damage, personal injury, or death occurring as a result of the event for which this permit is requested. Proof of insurance is required. Insurance must name the Village of Coal City as an additional insured as stated in #9.

July 16th, 2026
DATE

Austin Peterson
AUTHORIZED AGENT SIGNATURE

Student Council Sponsor / CCHS Faculty
AUTHORIZED AGENT TITLE

SPECIAL EVENT PERMIT

Subject to the information requested in this SPECIAL EVENT PERMIT, permission to conduct a special event is hereby granted.

Date Approved by Village Board: _____

Special Conditions: _____

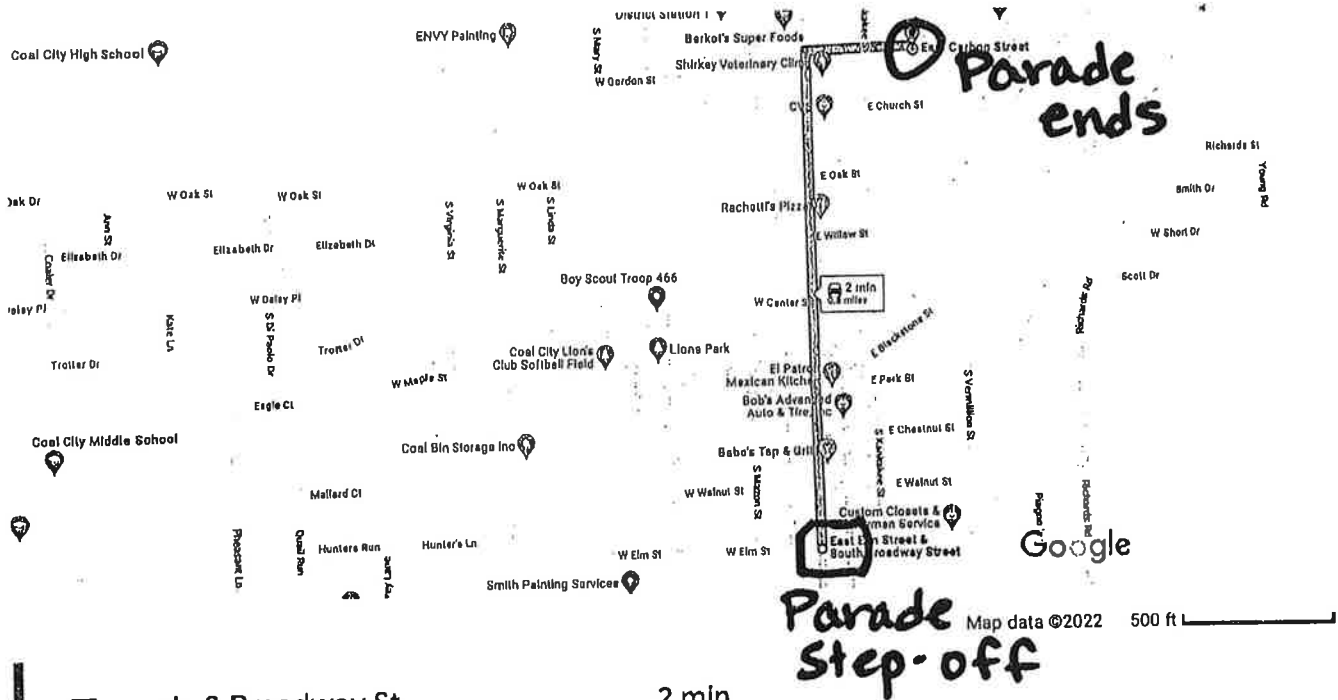
DATE

VILLAGE CLERK

Google Maps

E Elm St & S Broadway St, Coal City, IL 60416 to E
Carbon St, Coal City, IL 60416

Drive 0.8 mile, 2 min



via S Broadway St

2 min

Fastest route now due to traffic
conditions

0.8 mile

Explore E Carbon St

Restaurants

Hotels

Gas stations

Parking Lots

More

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 28, 2026

RE: APPOINTMENT OF A PLANNED UNIT DEVELOPMENT COMMITTEE

The Village of Coal City recently received a Planned Unit Development (PUD) application to consider allowing Aligned Data Center to locate multiple principal structures on a 310-acre industrial subdivision. The property is located at the southeast corner of Reed and Carbon Hill Roads, extending eastward to the high-tension regional transmission electric lines and south to the corporate limits (one mile south of Reed Road).

This submission can be found on the Village's website by navigating to:
www.coalcity-il.gov > Data Center > PUD Submittal

While Aligned previously held an initial community meeting regarding the project in February, this formal PUD application provides exact specifications. The submittal details the actual square footages of the buildings to be constructed, their land coverage, dedicated stormwater detention areas, and the layout of the buildings relative to the ComEd substation yard. This application represents the developer's formal intent to meet Village Code standards required to construct and operate multiple data center buildings within the established industrial subdivision.

Committee Review Process

Village Code mandates a formal review process for industrial developments of this scale. PUD Review Committee members are *"appointed thereto by the President with the advice and consent of the Village Board."* To comply with this standard, Mayor Spesia has slated the following individuals for committee membership:

- **Village Attorney:** Mark Heinle (*Ancel, Glink*)
- **Planning Review:** Ed Boik (*HR Green*)
- **Village Engineer:** Ryan Hansen
- **Zoning Administrator:** Matt Fritz
- **Building Inspector:** Kyle Watson
- **Public Works Director:** Darrell Olson
- **Chief of Police:** Mike Imhof
- **Coal City ZBA Representative:** Walt Mahaffey
- **CC Fire District:** Nick Doerfler
- **Braceville Township:** Doug Boresi
- **Maine Township Drainage:** Bill Stahler
- **Claypool Drainage:** Bob Koerner

- **Grundy County:** Alec Macdonald
- **CCUSD #1:** Chris Spencer
- **Coal City Residents:** Gary Grunauer, Terry Halliday

This committee will evaluate the PUD filings and submit a written report containing its findings and recommendations to the Planning & Zoning Board. All PUD Review Committee meetings will strictly comply with the Illinois Open Meetings Act.

Public Participation & Next Steps

As part of the Aligned PUD Application process, a public meeting hosted by the applicant will take place on **August 6, 2026** at Coal City High School. Aligned representatives will be available throughout the day to present the PUD submittal and gather community feedback. All public input will be officially recorded and delivered to the Village for evaluation. This feedback will become part of the submitted documentation used by both the Planning & Zoning Board and the Board of Trustees during their final determinations.

Following the receipt of the PUD committee's report, the Zoning Board of Appeals (ZBA) will schedule a public hearing regarding the PUD and Conditional Use request consideration. To date, a ZBA public hearing has not yet been scheduled; it will be set in the future as the PUD Review Committee nears completion of its final public meetings.

Recommendation:

Approve the slated PUD Review Committee members so they may officially begin their evaluation of the Aligned Data Center PUD submittal.

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 28, 2026

**RE: SIKICH TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES
REVIEWING THE ALIGNED ECONOMIC DEVELOPMENT IMPACT**

Sikich Consulting Services, which is a national financial services, audit, and financial assurances company has been working for the Village of Coal City for its auditing services over the past four years. Part of their suite of financial evaluation and assurance services provides the necessary guidance regarding the economic impact statement that Aligned provided during its PUD submittal.

Attached is an engagement letter from Sikich since this service will be above and beyond the typical auditing services that have been provided to the Village previously. Sikich's participation will assist with the comprehensive review that is expected and required for large scale planned unit development. Mary O'Connor is well-versed with Illinois assessment and valuation and will be the principal at Sikich heading up the analysis team for this project.

Recommendation:

Authorize Mayor Spesia to enter into a professional services agreement with Sikich for Economic Impact Evaluation and Analysis of the Aligned PUD Proposal.



200 West Madison Street, Suite 3200
Chicago, IL 60606
+1 (312) 648-6666

sikich.com

July 21, 2026

Mr. David A. Spesia
Mayor, Village of Coal City
515 S. Broadway
Coal City, IL 60416

Re: Financial Consulting Services for Village of Coal City, Illinois

Dear Mr. Spesia:

This engagement agreement (the "Agreement") between Sikich LLC, an Illinois limited liability company ("Sikich," "we," "our," or "us") and the Village of Coal City, IL ("Organization," "you," or "your"), sets forth the mutual agreements regarding financial consulting services (the "Services") that we will provide to you.

Services, Scope, and Fees

This Agreement confirms that the Organization has retained Sikich to provide financial consulting, project management, and appraisal services related to certain local tax issues associated with construction of a proposed data center. The Sikich deliverable will be in a format suitable for your needs (the "Deliverable"), likely consisting of a written report if needed and oral presentations to various Boards and departments. We understand and you acknowledge and agree that the Services are being performed for internal use only. No other uses are permitted unless we expressly give our permission.

We propose the scope of our Services will include:

- Assemble and manage the team of professionals necessary to fully understand and quantify the probable tax revenue to be collected as a result of the construction of the proposed data center. These professionals include business valuation, real estate and equipment appraisers, construction estimation professional, cost segregation specialist, and property tax and levy attorneys.
- Identify and quantify the non-taxable business components that will not enter the tax base.
- Review proposed investment summary, construction drawings and cost schedules. Complete a financial analysis of the operations of the facility to estimate an Income Approach and work with other team specialists to develop Market and Cost Approach indications of value.
- Identify areas that will be contentious between the owner and taxing bodies and possible settlements that may affect the amount of taxes paid. Analyze the timing of tax receipts in light of the schedule of construction, likely occupancy and tax cycle.
- Work with appraisal and cost segregation specialists to full identify and separate non-taxable , business, financial and equipment assets.
- Report the findings of the investigation in formats suitable to the needs of the Organization.



The fee for the Services performed by Sikich personnel will be based on our standard hourly rates, ranging from \$200 for staff to \$450 for principals. Each invoice will also reflect a Technology and Internal Support fee of 4% of the total fee amount. This fee is designed to offset a portion of the costs associated with maintaining data security, software licensing, data storage, and internal support services, which are not covered by our standard fee rates or direct expenses. At this time, we expect that the Organization will separately contract with other members of the professional team.

We will charge the Organization for out-of-pocket expenses incurred in connection with provision of Services, including, among others (as applicable), industry research reports and materials, travel and living expenses (meals, lodging, etc.), fees to professionals for consultation regarding the valuation or technical matters, and other direct engagement expenses, if any. We will also charge the Organization for retaining other experts, if deemed necessary, but such experts will only be retained with the Organization's prior approval. These experts would be directly engaged and paid by the Organization.

As the Services progress, related charges will be billed on a monthly basis. Payment is due upon receipt of the invoices. In the event that you should disagree with or question any amount due under an invoice, you agree that you shall communicate such disagreement to us in writing within thirty (30) working days of the invoice date. Disagreement with any amount not made known to us in writing within that period is considered invalid. We retain the right to discontinue the Services (and at our opinion, terminate this Agreement) if the Organization's account balance becomes 60 days past due. If we elect to terminate our Services for nonpayment, or other reasonable causes such as failure to provide the information or cooperation necessary for successful performance of our Services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our Deliverable. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Management Responsibilities

You agree to make all management decisions, perform all management functions, and assume all management responsibilities for the Services; oversee the Services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the Services performed; and to accept responsibility for the results of the Services, including decisions regarding the implementation of any recommendations provided by us.

The Organization will establish and maintain internal controls relevant to its organization, including the security of email accounts or other methods used to communicate with our engagement team members, and monitoring the effectiveness of their operation.

Use of and Access to Deliverables

Sikich is providing the Services and the Deliverable, and any other deliverables hereunder, solely for the Organization's internal use and benefit. The Services, Deliverable and other deliverables are not for third party's use, benefit, or reliance and Sikich disclaims any contractual or other responsibility or duty of care to any third party based upon the Services, the Deliverable or any other deliverables issued here under. Access to the Deliverable or any findings in our Deliverable are limited to the Organization, its management, assessing officials and their respective advisors. Except as otherwise provided herein, Organization shall not discuss the Services with or disclose the Deliverable or any other deliverables to any third party other than the developer of the data center and assessing officials, or otherwise disclose the Services, Deliverable or other deliverables without Sikich's prior written consent. We expect that our work will be disclosed to the public as part of



deliberative hearings and this use is granted. The Organization will indemnify and hold Sikich harmless from any and all claims asserted by a third party as a result of such unauthorized release of the Report or other deliverables or reliance on the Services, Deliverable or other deliverables. Any third-party recipient of the Deliverable or other deliverables will first be required to execute a letter regarding their access to the Deliverable or other deliverables and acknowledgment of their non-reliance on the Deliverable and other deliverables among other conditions. Our Deliverable may not be used by the Organization or any other person for any other purpose without our prior written consent, which may be granted or withheld in our absolute discretion. We have no responsibility to update our Deliverable for events and circumstances that occur after the date of its issuance. If for any reason we are unable to complete the Services, we will not issue a Deliverable.

Standards and Confidentiality

This engagement will be conducted according to the guidelines outlined by the AICPA's Statement on Standards for Consulting Services.

The Services will be performed based on information you provide to us. We will not audit, compile, or review any financial statements, forecasts, or financial data provided to us and will rely on such data without verification. To the extent we collect data from third party sources, we do not warrant the accuracy, completeness, or reliability of the data obtained will not verify or audit this information.

This engagement is limited to the Services described above. We will not make management decisions or perform management functions on your behalf, nor will you request that we do so. You understand and agree that the Services may include advice and recommendations based upon our knowledge, training, and experience. However, at all times, the decisions related to implementation of the advice and recommendations we provide are solely your responsibility. If you ask us to assist you in implementing any advice or recommendation, we will confirm this representation in a separate agreement.

All information and materials of any form or description collected by us in the course of our Services shall constitute our work files and will at all times, during and after completion of our Services, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by the Organization in strictest confidence.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. Some of these third-party service providers may be offshore. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers engaged by us.

We will use reasonable efforts to keep strictly confidential the Deliverable, its existence, and content, as well as the identity of the Organization and other identifying information. We will nevertheless have no liability to the Organization or any third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.



In accordance with the final rules published by the Federal Trade Commission, commonly referred to as the Gramm-Leach-Bliley Act, the following disclosures are made: In the process of preparing the tasks included in the assignment, we may collect from you, or with your authorization, certain essential information which is non-public and personal, such as information concerning income, expenses, assets, liabilities, and other similar information. We follow reasonable standards for protecting the confidentiality and security of the non-public personal information collected. We will not disclose any non-public personal information about you to any third party, except as permitted by you or required by law.

The Organization hereby acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Organization and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. The Organization further agrees that, subject to applicable law, Sikich shall only be liable if it has finally judicially been determined that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Organization from unauthorized disclosure.

In connection with this Agreement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third-party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mails transmitted by us or in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits or disclosure or communication of confidential or proprietary information. Communications by email are authorized unless written objection is provided to us prior to any such communication.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

Disputes; Indemnification; Legally Binding Contract; Other

This Agreement is a legally binding contract between the Organization and us and will be binding upon, and inure to the benefit of, their respective heirs, assigns, successors-in-interest, and legal representatives (as applicable). It may not be amended without the prior written consent of both parties.

The Organization shall indemnify and hold harmless Sikich and its principals, directors, employees, agents or subcontractors against all costs, damages and liabilities (including reasonable attorneys' fees, costs and expenses) associated with any third-party claim or proceeding, relating to or arising out of our provision of Services under this Agreement, other than as determined through arbitration to have been caused by the gross negligence or willful misconduct of Sikich.

You acknowledge and agree that in no event will Sikich be liable to the Organization or any related party thereto, whether a claim be in tort, contract or otherwise, for any amount in excess of the total fees paid by the



Organization to Sikich pursuant to this Agreement, or for any, incidental, indirect, punitive, special, exemplary, lost profits similar damages or consequential damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "Sikich Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Organization waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

In the event of a dispute involving interpretation or performance under this Agreement, the dispute shall be submitted to arbitration under the rules of commercial arbitration of the American Arbitration Association, the results of which shall be binding on all parties to this Agreement. The arbitration shall be conducted in Chicago, Illinois. The party prevailing at the arbitration shall recover its costs and expenses, including attorneys', arbitrators', and stenographers' fees from the other party.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND ORGANIZATION KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

If either party hereto desires to terminate its relationship with the other or the engagement, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs.

It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Organization, and neither Sikich nor Organization will have any authority to bind the other party to any contract or in any other manner. Sikich and Organization do not intend to create a joint Organization relationship, and Sikich and Organization each represent that it is the sole employer of its employees. Sikich shall not and does not have the right to control Organization's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Organization's employees.

Organization represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control (OFAC): (a) Organization does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Organization does not have any operations in any comprehensive OFAC sanctioned country (including Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Organization does not have any operations in any limited OFAC sanctioned country program; or (d) Organization does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.



All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Organization or Sikich at the following address:

If to Sikich:

Sikich LLC
1415 W. Diehl Road, Suite 400
Naperville, IL 60563
Attention: Mary O'Connor

With a copy to:

Sikich LLC
1415 W. Diehl Road, Suite 400
Naperville, IL 60563
Attention: Office of General Counsel

If to Organization:

Village of Coal City
515 S. Broadway
Coal City, IL 60416
Attention: David A. Spesia

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

Miscellaneous

Entire Agreement: This Agreement constitutes the entire agreement between Sikich and Organization, regarding the terms of this Agreement. In the event Organization requires Sikich to execute a purchase order or other Organization documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid, and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement



shall be construed adverse to any party as “drafter” in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

The Organization understands and acknowledges that our Services and work product will be subject to the terms of this Agreement.

The Organization acknowledges having read this Agreement in its entirety, has had full opportunity to consider its terms in consultation with its legal and financial advisors, has had full and satisfactory explanation of the same, and fully understands and agrees to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices indicating your authorization for us to proceed on the above terms and conditions. Please retain the second copy of this Agreement for your files.

Sincerely,

Sikich LLC

A handwritten signature in cursive script, appearing to read 'Mary O'Connor'.

Mary O'Connor, ASA, CRE, CMI, CFE
Principal

The undersigned agrees to proceed with the above terms and conditions provided herein.

David A. Spesia, Mayor
Village of Coal City, Illinois

Signature: _____

Title: _____

Date: _____