COAL CITY
VILLAGE BOARD MEETING
Tuesday, August 25, 2026
7:00 P.M.

AGENDA

1. Call meeting to order	
2. Pledge of Allegiance	
3. Approval of Minutes	August 12, 2026
4. Approval of Warrant List	
5. Public Comment	
6. Ordinance 26-24	Variance for Roof Extension 315 N. 3rd Avenue
7. Ordinance 26-25	Expansion of Existing CUP 2860 S. Broadway
8. Ordinance 26-26	Execution of Purchase, Sale and Redevelopment Agreements concerning Pin #s 06-35-429-002, 06-35-431-003 and 06-35-431-004 located near 5th Avenue

9. Authorize Mayor to enter into Master Agreement with Gordon Flesch

10. Approval of Contract with Band for Fall Fest–Who Dat Dere Band

11. Report of the Mayor
    a. Consideration of Annual Elected Official Pay

12. Report of the Trustees
    - C. Lauterbur
    - B. Mincey
    - R. Bradley
    - P. Noffsinger
    - D. Greggain
    - D. Togliatti

13. Report of Village Clerk
    a. Election

14. Report of Village Attorney

15. Report of Village Engineer

16. Report of Chief of Police

17. Report of Village Administrator

18. Adjourn

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING DATE: August 25, 2026

RE: **ALLOWING FOR ADDITION OF ROOF LEAN-TO TO EXISTING NON-CONFORMING STRUCTURE AT 315 N. 3RD AVE.**

Randy Alderson, the owner of the metal building at 315 N. Third Avenue, would like to add a 14' lean-to section of roof onto the east side of the existing structure to allow for the storage of equipment and/or an RV within the immediately adjacent rear yard of the structure on that property (the roof will be extended to meet the edge of roof and not all of the way back to the ridge). This building is utilized for storage and does not meet the residential zoning utilization of this property. However, this building was constructed prior to the currently assigned zoning by the village and the neighboring parcel is the railroad and a storage facility. There is no desire to expand upon the usage, i.e. this newly created area will be for the storage of one piece of equipment which complies with the residential guidelines regarding trailer/RV storage.

No one aside from the petitioner attended the public hearing to speak about the requested variance. Due to this building being an existing building lasting prior to the adopted zoning code and the addition occurring within the rear yard, which keeps the storage of site from the street, all who were in attendance voted in favor of the requested variance.

Recommendation:

Adopt Ordinance No. ______: Granting a Variance to allow the Expansion of a Non-Conformity at 315 N. 5th Ave.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: RANDY ALDERSON

Address: 390 N. 2ND AVE, COAL CITY Phone number: 815-378-4143

Owner represented by: Self X Attorney

Contract purchaser Other agent

Agents name Phone number:

Address:

Existing zoning: RM2 Use of surrounding properties: North RM2 South RR

East RR West RM2

What zoning change or variance: (specify) TO EXPAND TO A NON CONFORMING EXISTING BUILDING

To allow what use CAMPER STORAGE - ROOF EXTENSION

Tax number of subject property: 06-35-409-008

Common address of property: 315 N. 3RD AVENUE

Parcel dimensions: 182 x 182 Lot area (sq. ft.) APPROX 33,124

Street frontage 182' OF N 3rd

Legal description COAL BRANCH JUNCTION ALL OF LOTS 7+8 AND PART OF LOTS 9 THRU 18 IN BLOCK 15 LYG NW OF NW LN RR SEC 35-33-8

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

****

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

RANDY ALDERSON, being first duly sworn, on oath deposes and says,

Applicant's Name

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

Subscribed and sworn before me on this 20th day of July, 2026.

Kristine Moran

Notary Public (Seal)

Signature of Owner

****

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

Please note the number of pages attached. 1

OFFICIAL SEAL
KRISTINE M MORAN
Notary Public, State of Illinois
Commission No. 991572
My Commission Expires May 31, 2028

FOR OFFICE USE ONLY

Case number ZA26-0013

Filing date 7-20-26

Hearing date 8-17-26

Filing fee $ 100

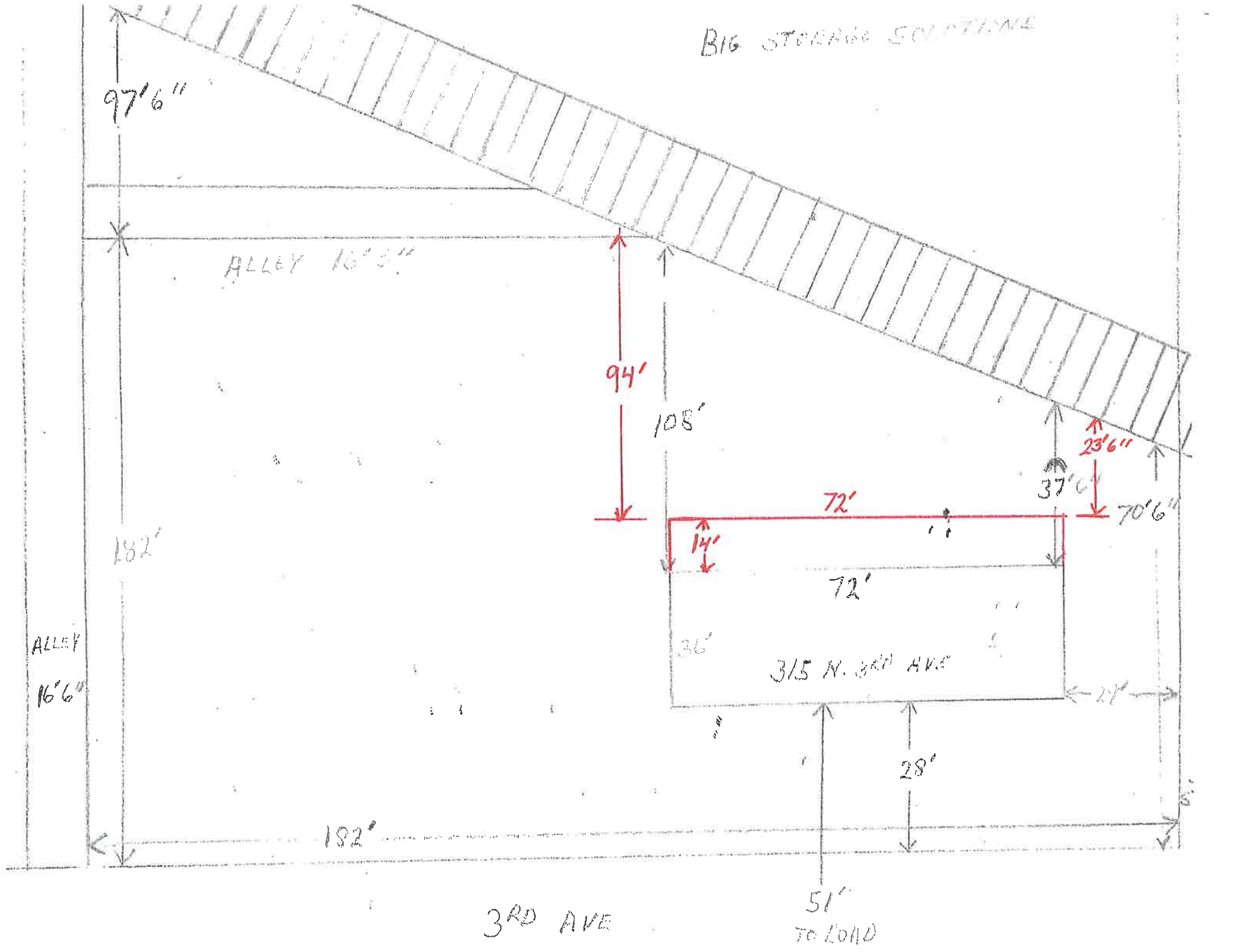
Hearing time 7pm

Location of hearing

Village Hall

515 South Broadway

Coal City, Illinois



BIG STEAMBOAT SL
97'6"
ALLEY 16'6"
94'
108'
23'6"
37'
70'6"
72'
14'
72'
36'
315 N. 3RD AVE
24'
28'
182'
182'
ALLEY
16'6"
5'
3RD AVE
51'
TO LOAD

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE ALLOWING RELIEF FROM THE NON-CONFORMITY PROVISIONS REGARDING AN IMPROVEMENT AT 315 N. 3RD AVE.

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on __________________, 2026

ORDINANCE NO. ________

AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE ALLOWING RELIEF FROM THE NON-CONFORMITY PROVISIONS REGARDING AN IMPROVEMENT AT 315 N. 3RD AVE.

WHEREAS, an application for a variance from Section 156.292(B)(2)(a) of the Village of Coal City Zoning Code ("Zoning Code") was filed by property owner Randy Alderson ("applicant") on July 20, 2026 to add a roof extension onto an existing structure top allow for covered storage within the rear yard; and

WHEREAS, Section 156.292(B)(2)(a) states, "No addition, enlargement, or structural alteration as defined in 156-3 shall be made to any structure on a property having a design or standards nonconformity…" and the applicant is seeking a variation from this requirement to extend the roof over a 1,008 square footage area within the rear yard immediately adjacent to the east side of the existing pole barn with a 14'x 72' portion of roofing to match the remainder of the structure; and

WHEREAS, a public hearing was noticed and duly held on August 17, 2026; subsequent to the public hearing, the Zoning Board of Appeals positively recommended to the Board of Trustees the petition; and

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

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

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

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

Section 2. *Findings of Fact*. The Board of Trustees find as follows regarding the variance request for 315 N. 3rd Ave.:

A. **Special Circumstances Not Found Elsewhere.** The structure was built prior to the adoption of zoning codes and located in a neighborhood that was formerly incorporated within a municipality that was annexed within Coal City.

B. **Unnecessary Hardship**. The constraints of the Code would not allow an improvement to the structure intended to improve the inability for storage of items such as a recreational vehicle to remain unseen from the street; this improvement will primarily be visible to the industrial property adjacent to the rear yard

C. **Consistent with the Rights Conferred by the District.** This variance is necessary for the applicant to preserve a substantial property right possessed by other properties within the same and adjacent zoning district.

D. **Necessary for the Use of the Property**. Acceptable storage within residential districts includes one trailer or item such as a recreational vehicle; these items are to be parked upon an improved area which will occur within the planned improvement, which will also extend the existing non-conforming structure.

E. **Minimum Variance Recommended.** Although much more rear yard storage space is available the requested variance will accommodate one recreational vehicle to be stored which does not result in the usage of the property changing, just the expansion of a standards non-conformity.

Section 3. Description of the Property. The property is located at 315 N. 3rd Ave. in the Village of Coal City within an RM-2 District.

Section 4. Public Hearing. A public hearing was advertised on July 29, 2026 in the Coal City Courant and held by the Zoning Board of Appeals on August 17, 2026, at which time the Board recommended the petition for approval by the Board of Trustees.

Section 5. Variance. The variation requested in the July 20, 2026 Variance Application to Section 156.292(B)(2) of the Zoning Code is outlined herein as follows:

A. A variance from the requirements of Section 156.292(B)(2) disallowing any further enlargement of an existing standards non-conformity.

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

A. The garage addition shall follow as presented within the material submitted and according to the presentations to the Planning & Zoning Board Meeting of August 17, 2026.

B. The roof extension ("lean-to") shall be supported via concrete piers and utilize compacted gravel beneath the newly established improvement.

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

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

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

SO ORDAINED this _______ day of _________________________, 2026, at Coal City, Grundy and Will Counties, Illinois.

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

____
David A. Spesia, President

Attest:

____
Kayla Melvin, Clerk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING DATE: August 25, 2026

RE: **GRANTING AN EXPANSION OF THE CONDITIONAL USE AND VARIANCE AT 2860 S. BROADWAY TO ALLOWING AIRGAS TO EXPAND WITH THREE MORE ARGON TANKS**

In 2021, Airgas wished to begin utilizing the Union Pacific (UP) rail line to receive deliveries of argon to a leased facility located on the east side of S. Broadway adjacent to the UP Rail on the north side of the spur that had been installed from the main rail line. The facility has been operating according to its intended purpose, but Airgas would like to add 3 additional tanks to the permitted number of tanks (10) that were already installed upon the property. No problems or public safety events have occurred due to hosting this transload facility at this location. The existing conditional use called out limitations for the allowed use on the property of 10 tanks and the user would like to add 3 more at this time. This requires the petitioner to meet the criteria provided within Table 24 to expand upon the original utilization of the property (along with a variance due to the total height of the tanks, which match the previously erected tanks).

No one aside from the petitioner appeared at the public hearing to speak on the project. All Board members in attendance positively recommended the requested expansion of the conditional use at this facility.

Recommendation:

Adopt Ordinance No. _____: Granting the Expansion of the Conditional Use at 2860 S. Broadway Allowing for the Installation of three new tanks at the Airgas facility.

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: UP Acquisitions LLC

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

Owner represented by: Self X Attorney

Contract purchaser Other agent Aircas USA LLC

Agents name Eric Pfenning Phone number: 815-701-8866

Address: 2860 South Broadway Road, Coal City, IL 60416

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

East Unincorp West I-1

What zoning change or variance: (specify) Expansion of existing conditional use permit

To allow what use System to capture boil off and flashing losses of Argon during loading and unloading processes

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

Common address of property: 2860 S Broadway

Parcel dimensions: Roughly 1400 x 1000 Lot area (sq. ft.) 1,400,000

Street frontage 1400 ft of S Broadway

Legal description Part South West laying West of Railroad Section 15-32-8

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

****

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

Eric Pfenning, being first duly sworn, on oath deposes and says,

Applicant's Name

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

Subscribed and sworn before me on this 16th day of July 20 26.

Official Seal
ERIKA LYNN NACEY
Notary Public, State of Illinois
Commission No. 1032339
My Commission Expires May 28, 2030

Notary Public (Seal)

Signature of Owner

****

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

Please note the number of pages attached. Ø

FOR OFFICE USE ONLY

Case number	ZA-26-0012	Location of hearing
Filing date	7-17-26	Village Hall
Hearing date	8-17-26	515 South Broadway
Filing fee	$ 100	Coal City, Illinois
Hearing time	7pm	

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NO. ______

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on ___________________, 2026

ORDINANCE NO. _________

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

WHEREAS, an application for conditional uses provided in Section 156-230 of the Village of Coal City Zoning Code ("Zoning Code") was filed by an agent of the property owner, Airgas USA, LLC ("Applicant"), on July 17, 2026 to expand upon the total number of liquid argon tanks to include three additional tanks; and

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

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

WHEREAS, the subject property has previously been developed in a manner consistent with the tank storage utilization presented by the Applicant, utilizing a gravel parking lot to accommodate truck traffic with 10 tanks present on the property currently; and

WHEREAS, a public hearing was properly noticed and duly held on August 17, 2026; and

WHEREAS, subsequent to the public hearing, the Zoning Board of Appeals made certain findings of fact, set forth herein, and positively recommended to the Board of Trustees the approval of conditional uses permitting the addition of three tanks, subject to compliance with certain conditions set forth herein; and

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

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

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

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

Section 2. *Findings of Fact*. Furthermore, the Board of Trustees finds the following regarding the petitioner's conditional use at 2860 S. Broadway:

A. **Traffic**. This area has been zoned and planned for industrial railroad trackage along with its possible uses. The user has previously utilized this property in the same manner since its improvement in 2021.

B. **Environmental Nuisance**. The intended use of the property shall remain compliant with the Village's Performance Standards provided within Section 156-205. The purpose of the station shall minimize the overall environmental impact due to larger batches being brought to the region via train and available for transloading within the immediate area.

C. **Neighborhood Character**. The utilization of the conditional use shall not result in a deleterious effect upon the neighboring properties; this is one of the competitively advantageous utilizations of industrial land provided rail service by the Union Pacific. Expansion of the existing facility is evidence of its success.

D. **Public Services and Facilities**. Expansion upon the previous conditional use shall not result in the need for additional public services to the property.

E. **Public Safety and Health**. The newly installed tanks shall involve the storage of an inert gas. Despite the safety precautions to be put in place should a leak occur, the dissipation of this material within the atmosphere shall not cause a nuisance to the public safety and health of the community.

F. **Other Factors**. Expanding the existing conditional use demonstrates the successful utilization of the land in a manner for which it was planned and included within the comprehensive plan.

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

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

B. **Unnecessary Hardship**. Storage and processing of the inert gas content, Argon, is completed by utilizing tanks that exceed the maximum height of the district.

C. **Necessary for Use of the Property.** The newly added tanks meet the purpose of the facility that has operated without issues for the past four years.

D. **Consistency with the Local Area and Comprehensive Plan**. This industrial development is to occur within the area prescribed by the Village Board and is consistent with the adopted comprehensive plan.

E. **Minimum Variance Recommended.** The petitioner has elaborated that three tanks at this time should be sufficient and plans upon returning to the Board should any additional need to be added at a future date.

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

Section 5. Public Hearing. Following due and timely notice via an advertisement on July 22, 2026in the *Coal City Courant*, the certified mailing of notice to abutting property owners, and the posting of a sign on the Property in accordance with Section 156-30 of the Village Code, a public hearing was held by the Zoning Board of Appeals on August 17, 2026, at which time the Board unanimously recommended the petition for approval by the Board of Trustees.

Section 6. Conditional Uses. The petitioner shall be allowed to expand upon the existing conditional use by increasing the placement of three additional tanks for Argon storage and processing on the property.

Section 7. Variances. A variance to the industrial design guidelines shall be provided to allow the new tanks to exceed the maximum height for industrial zoning to match the existing ten tanks on the property.

Section 8. Conditions. The conditional use approvals granted herein are contingent upon the property continuing to be operated according to the standards and design as presented within the Applicant's petition and public hearing of August 17, 2026 and continuing those standards required within previously adopted Ordinance 21-27.

Section 9. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 10. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

Section 11. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _______ day of _________________________, 2026, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

____
David A. Spesia, President

Attest:

____
Kayla Melvin, Clerk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING DATE: August 25, 2026

RE: **SALE OF SURPLUS PROPERTY VIA TIF PROPERTY SALE ALONG WEST SIDE OF 5TH AVE NEAR BIG STORAGE SOLUTIONS**

At the last Regular Meeting in May, the Board began a process by which the sale of available parcels located north of the entrance of Big Solutions along the west side of 5th Ave. is made available to the public via competing bids methodology under TIF statutes. The development agreement against any incoming proposals would be measured had been provided by Randy Alderson, the owner of Big Solutions at a cost of $51,035.

No other bids were received at village hall after the expiration of the date by which bids could be delivered last week following 3 different advertisements within the Coal City Courant of this opportunity. At this time am Ordinance authorizing the final sale has been prepared by which the Board authorizes the closing by which this land will be sold and utilized as set forth within Mr. Alderson's bid. At this time, he wishes to clean up the property and ensure the ditches can maintain their storm flow and improve property maintenance at the business entrance.

Recommendation:

Adopt Ordinance No. ____: Authorizing the Sale of Village Property as well as Authorizing the Execution of a Purchase & Sale and Redevelopment Agreement for Property along the west side of 5th Ave.

THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _______

AN ORDINANCE AUTHORIZING SALE OF VILLAGE-OWNED REAL PROPERTY WITHIN TIF DISTRICT AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AND REDEVELOPMENT AGREEMENTS CONCERNING SUCH PROPERTY

(PINs 06-35-429-002, 06-35-431-003, 06-35-431-004)

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

on __________________, 2026

ORDINANCE NO. ______

AN ORDINANCE AUTHORIZING SALE OF VILLAGE-OWNED REAL PROPERTY WITHIN TIF DISTRICT AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AND REDEVELOPMENT AGREEMENTS CONCERNING SUCH PROPERTY

(PINs 06-35-429-002, 06-35-431-003, 06-35-431-004)

WHEREAS, the Village of Coal City (hereinafter, the "***Village***") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois;

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom;

WHEREAS, on January 10, 2011, the Village Board, pursuant to and in accordance with the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. ("Act") (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the "TIF Plan and Project"), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, "TIF Ordinances"), and thereby established the Coal City Redevelopment Project Area (the "TIF District"); and

WHEREAS, the Village owns vacant and unimproved real property identified by PINs 06-35-429-002, 06-35-431-003, and 06-35-431-004 (the "Property");

WHEREAS, the Property is located within the TIF District; and

WHEREAS, the Property consists of 0.77 acres of irregularly-shaped, vacant and unimproved land situated between the Union Pacific ("UP") and Burlington Northern Santa Fe ("BNSF") railroad tracks in the Village's C-5 Highway Commercial zoning district; and

WH, EREAS, the Village has authority, pursuant to Section 74.4-4(c) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-4(c), to convey real property within a TIF District "in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project" following a request for bids and proposals, a public disclosure of the responses thereto, and an ordinance approving the sale; and

WHEREAS, on May 27, 2026, the Coal City Village Board of Trustees enacted Resolution No. 26-08, entitled *A RESOLUTION AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BELONGING TO THE VILLAGE OF COAL CITY* (the "Authorizing Resolution") at a regular meeting of the Village Board of Trustees, declaring the Property to be surplus, directing the issuance of a Request for Proposals ("RFP") for the purchase and development of the Property in accordance with the Act; and

WHEREAS, the Village published the RFP in the Coal City Courant on dates spanning July 15, 22, & 29, 2026 and additionally posted the RFP on its website; and

WHEREAS, the Village received no responsive proposals by the stated deadline other than the, & originally-negotiated proposal from Big Storage Solutions LLC for the purchase and redevelopment of the Property;

WHEREAS, the Corporate Authorities hereby find and determine that Big Storage Solutions LLC's FIFTY ONE THOUSAND THIRTY FIVE AND NO/100 DOLLARS ($51,035.00) bid for the purchase of the Property is the best bid for said Property and that it is in the best interests of the health, safety and welfare of the citizens of Village to sell the Property to said bidder for the aforesaid sum and the Corporate Authorities hereby find that the aforesaid bid is in the Village's best interests and agree to accept the same; and

WHEREAS, the Village and Big Storage Solutions LLC have negotiated terms of sale of the Property; and

WHEREAS, the Mayor and Board of Trustees find that it is in the Village's best interests to accept the bid and approve entry into the Purchase and Sale Agreement attached as **Exhibit A** to this Ordinance (the "**PSA**") and the Redevelopment Agreement attached as **Exhibit B** hereto (the "**RDA**") that doing so will promote the public health, safety, and welfare.

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

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

SECTION 2. Award of Winning Bid. Big Storage Solutions LLC proposal for the purchase of the Property and development plans associated therewith are determined to be in the best interests of the health, safety and welfare of the citizens of Village and is accepted, provided that such acceptance is expressly subject to and contingent upon the Village and Big Storage Solutions LLC entering into the Agreement within thirty (30) days of the passage of this Ordinance.

SECTION 3. Purchase and Sale Agreement.

The PSA between the Village and Big Storage Solutions LLC is hereby approved. The Mayor, Village Clerk, Village Administrator and Village Attorney are hereby authorized and directed to execute those documents, prepare those instruments and undertake such actions as may be necessary or convenient to close on the sale of the Property in accordance with the terms of the PSA.

SECTION 4. Redevelopment Agreement.

The RDA between the Village and Big Storage Solutions LLC is hereby approved. The Mayor, Village Clerk, Village Administrator and Village Attorney are hereby authorized and directed to execute those documents, prepare those instruments and undertake such actions as may be necessary or convenient to enter into the RDA.

SECTION 5. Resolution of Conflicts. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 7. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

SO ORDAINED this _______ day of ________________________, 2026, at Coal City,

Grundy and Will Counties, Illinois by roll call vote as follows:

Trustees	Aye	Nay	Abstain	Absent
Ross Bradley Trustee				
Daniel Greggain Trustee				
CJ Lauterbur Trustee				
Bill Mincey Trustee				
Pamela Noffsinger Trustee				
David Togliatti Trustee				
David A. Spesia Village President				

APPROVED By Village President

This _______ day of _________________________, 2026.

VILLAGE OF COAL CITY

____
David A. Spesia, President

Attest:

____
Kayla Melvin, Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

ATTACHED ON THE FOLLOWING PAGES

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, inclusive of exhibits (cumulatively, the **"Agreement"),** is made and entered into as of the day of ____________, 2026, by and between Big Storage Solutions LLC, an Illinois limited liability company with its principal office located at 390 N. 2nd Avenue, Coal City, IL 60416 **("Purchaser")** and the 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").** The Purchaser and Seller are sometimes referred to herein individually as a **"Party"** and collectively as the **"Parties".**

WITNESSETH:

WHEREAS, on January 10, 2011, the Village Board, pursuant to and in accordance with the Act (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the "**TIF Plan and Project**"), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, "**TIF Ordinances**"), establishing the Coal City Redevelopment Project Area (the "**TIF District**"); and

WHEREAS, the Village owns certain real Village Parcels within the TIF District identified by parcel numbers 06-35-429-002, 06-35-431-003, and 06-35-431-004, as legally described in **Exhibit A** ("**Village Parcels**"); and

WHEREAS, the Village Parcels total approximately 0.77 acres; and

WHEREAS, the Village Parcels are vacant and unimproved, irregularly-shaped and located in the Village's C-5 Highway Commercial zoning district between the Union Pacific ("UP") and Burlington Northern Santa Fe ("BNSF") railroad tracks, directly north of Purchaser's existing real Village Parcels and vehicle storage business; and

WHEREAS, the Village Parcels are not required for municipal use or other public purposes and it is no longer necessary or appropriate for the Village to retain the Village Parcels; and

WHEREAS, the Village has authority, pursuant to Section 74.4-4(c) of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-4(c), to convey real Village Parcels within a TIF District "in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project" following a request for bids and proposals, a public disclosure of the responses thereto, and an ordinance approving the sale; and

WHEREAS, the Village enacted Resolution 26-08 on May 27, 2026, declaring the Village Parcels to be surplus real Village Parcels, directing the issuance of a Request for Proposals ("RFP") and authorizing the sale of the Village Parcels in accordance with the Act; and

WHEREAS, the Village published the RFP in the *Coal City Courant* on July , 2026 and additionally posted the RFP on its website; and

WHEREAS, at its regular Board meeting on 15, 22, & 29, 2026, the Village opened the lone responsive proposal for the Village Parcels, submitted by Purchaser in the amount of $51,035.00; and

WHEREAS, the Corporate Authorities hereby find and determine that Purchaser's bid for the purchase of the Village Parcels is the best bid for the Village Parcels and that it is in the best interests of the health, safety and welfare of the citizens of Village to sell the Village Parcels to Purchaser for $51,035.00 and the Corporate Authorities hereby find that the aforesaid bid is in the Village's best interests and agree to accept the same; and

WHEREAS, Seller 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; and

WHEREAS, Seller has agreed to sell, transfer and convey the Village Parcels to Purchaser, and Purchaser has agreed to purchase the Village Parcels from Seller, in accordance with the terms set forth herein; and

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:

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. **SALE AND PURCHASE PRICE.** Purchaser agrees to purchase the Village Parcels, and Seller agrees to sell the Village Parcels to Purchaser at the purchase price of FIFTY ONE THOUSAND THIRTY FIVE AND NO/100 DOLLARS ($51,035.00) [the **"Purchase Price"],** subject to and as adjusted by any credits provided to Purchaser, including, without limitation, the earnest money described in Section 3 of this Agreement. The Purchase Price shall be paid in full by transfer of immediately available funds at Closing.

3. **EARNEST MONEY.** Upon execution of this Agreement, Purchaser shall deposit with Seller an earnest money (the **"Earnest Money")** deposit in the amount of One thousand and no/100 dollars ($1,000.00). Purchaser shall be credited with the Earnest Money at Closing. Purchaser acknowledges that except as otherwise provided herein, the Earnest Money is nonrefundable and will be retained by Seller even if Purchaser does not complete the purchase of the Village Parcels. In the event of a default by the Seller, the Earnest Money will be returned to the Purchaser.

4. **CLOSING.**

A. The Purchaser will schedule a closing of the purchase and sale (the **"Closing")** within thirty (30) days (the **"Closing Date")** of the expiration of the **"Inspection Period,"** as that term is defined in Section 5 of this Agreement. The Closing will be at a mutually agreeable time at Coal City Village Hall, or at such other location as shall be mutually agreed upon by the Parties. At Closing, Purchaser shall pay to Seller the remaining balance of the Purchase Price, plus or minus proration.

B. Seller shall deliver actual possession of the Village Parcels on the Closing Date. The Village Parcels shall, on the Closing Date, be in the same general condition as of the Effective Date of this Agreement, ordinary wear and tear and use excepted, unless agreed by the Parties. Prior to 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 damages or injury to the Village Parcels. If, prior to the Closing, the Village Parcels is materially damaged or the Village Parcels 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. In the event of termination, the Seller will promptly return the Earnest Money to the 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 Village Parcels, including but not limited to, inspection costs, legal fees, and administrative fees; and (b) all remaining proceeds, including, without limitation, the Earnest Money, shall be paid to the Purchaser on the Closing Date.

5. RIGHTS OF INSPECTION; REGULATORY APPROVALS; TITLE AND SURVEY.

A. Upon the Effective Date and for the later of (i) thirty (30) days thereafter or (ii) or the expiration of the "Title Cure Period," as hereinafter defined (the Effective Date through the last to occur of these dates shall be known as the "Inspection Period"), Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Village Parcels and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Village Parcels during the Inspection Period for any purpose related to this transaction, including, without limitation, inspecting, surveying, engineering, performance of environmental tests, and such other work as Purchaser shall consider appropriate (the "Inspections"). Seller agrees to cooperate in all respects to facilitate Purchaser's inspection 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. Upon the voluntary or involuntary termination of the Inspection Period, Purchaser shall return the Village Parcels to its condition as it existed upon the Effective Date, reasonable wear and tear not caused by the Purchaser excepted.

B. During the Inspection Period, Purchaser shall have the further right to make such inquiries of governmental agencies, financing entities, and utility companies, and to make such feasibility studies and analyses as it considers appropriate, and to apply for and obtain all necessary regulatory, zoning and financial approvals from any local, state, or federal governmental entity or agency necessary for the development, construction, and operation of Purchaser's intended use of the Village Parcels.

C. The Purchaser's Inspections of the Village Parcels are subject to the Purchaser holding Seller and its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors, and assigns, harmless and fully indemnifying Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Village Parcels, except to the extent caused by the willful or intentional act of the Seller. The Purchaser's obligations and duties contained in this Section 5(c) shall survive Closing.

D. The obligations of Purchaser under this Agreement are subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment, whether to proceed with the purchase of the Village Parcels. In the event such conditions to Purchaser's obligations have not been satisfied within the Inspection Period, as determined solely by Purchaser, Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all, other than Purchaser's failure to timely remit to Seller a completed application for conditional use approval to develop a storage garage on the Village Parcels for the long-term storage of marine and recreational vehicles. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement, provided that Purchaser shall refund the Earnest Money.

E. In the event that the Inspections uncover environmental conditions unacceptable to the Purchaser, the Purchaser will notify the Seller in writing and the Seller will have the option, 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.

F. Purchaser agrees to buy the Village Parcels as-is, without a title search, or at Purchaser's expense and option, obtain such title reports and surveys as to the Village Parcels as Purchaser may desire. Purchaser shall advise Seller in writing during the Inspection Period concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable, provided that (i) covenants, conditions and restrictions of record, (ii) general real estate taxes not yet due and payable, (iii) all easements of record, (iv) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Seller shall so remove, and (v) matters that would be revealed by an ALTA survey of the Village Parcels shall be deemed "Permitted Exceptions. Such written notice shall constitute "Purchaser Title Notice". In the event of such notice, the conveyance to Purchaser shall be delayed pending Seller's efforts to resolve the same. In event the Seller is unable or unwilling to cure such defects within a reasonable time after notice thereof, Purchaser may elect to cancel and terminate this Agreement and the rights and obligations of the parties hereunder. Failure to notify Sellers of any objectionable title defect as above said shall constitute a waiver thereof and any title exceptions that Purchaser fails to object to in the Purchaser Title Notice will become Permitted Exceptions.

6. <u>SELLER REPRESENTATIONS.</u> In order to induce Purchaser to enter into this Agreement, Seller represents and agrees, for the benefit of Purchaser, that:

A. Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein, and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

B. To the knowledge of Seller, Seller is the owner of marketable and insurable fee simple title to the Village Parcels, free and clear of all liens, claims, security interests, encumbrances, leases of every kind, except those encumbrances (if any) which will be paid off at Closing.

C. To the best of Seller's knowledge, the Village Parcels is tax exempt. It between the date hereof and the Closing Date, Seller receives notice of any increase in the assessed valuation, Seller will promptly notify Purchaser of same.

D. There are no written or oral contracts or commitments relating to the Village Parcels including, without limitation, for management, performance of service, employment, or purchase or lease of equipment ("Contracts") relating to the Village Parcels with respect to any agent, employee or third party, which are not terminable at the will of the Seller on not more than thirty (30) days' notice and without penalty.

E. To the best of Seller's knowledge, there are no lawsuits threatened or pending involving all or any portion of the Village Parcels 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 date hereof and the date of Closing, any notice of code violations is received, or any lawsuits are initiated with respect to the Village Parcels, Seller will promptly notify Purchaser of same, and with respect to code violations, will correct same prior to Closing.

F. The execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Seller is bound, and the party executing this Agreement for Seller warrants his/her authority to bind Seller.

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

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

H. Seller shall not enter into any new undertakings or agreements relating to the management, financing or maintenance of the Village Parcels 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.

I. Seller shall keep Village Parcels adequately insured against loss or damage by fire and maintain reasonably adequate liability insurance covering liability for personal injury or Village Parcels damage to the extent and in the manner customary for Village Parcels of its character.

J. 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 Village Parcels.

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 SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE VILLAGE PARCELS OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE VILLAGE PARCELS OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE VILLAGE PARCELS 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.

7. PURCHASER REPRESENTATIONS. In order to induce Seller to enter into this Agreement, Purchaser represents and agrees, for the benefit of Seller, that:

A.. 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;

B. 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;

C. Purchaser understands and acknowledges that the Agreement is expressly contingent upon the Parties' entering into a development agreement governing, among other things, the development and future use of the Village Parcels. Purchaser understands and acknowledges that failure to enter into a mutually acceptable development agreement provides grounds for the Seller, exercising its sole discretion, to unilaterally terminate this Agreement and the Parties' rights, duties, and obligations hereunder.

8. <u>CONDITION OF VILLAGE PARCELS.</u>

A. PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE VILLAGE PARCELS IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS, NOT OTHERWISE REMEDIATED BY THE SELLER PRIOR TO CLOSING, AFFECTING THE VILLAGE PARCELS, 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:

i. the granting of any required permits or approvals, if any, of any governmental bodies which have jurisdiction over the development of the Village Parcels; and

ii. the habitability, merchantability, marketability, profitability or fitness of the Village Parcels for Purchaser's intended use(s) thereof

B. The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain independent, qualified professionals to inspect the Village Parcels and that the condition of the Village Parcels 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 defects which may now or hereafter exist with respect to the Village Parcels. Section 8(b) shall survive Closing.

9. <u>TAXES AND SPECIAL ASSESSMENTS.</u> General real estate taxes, special taxes and assessments if any, (cumulatively, the **"Taxes"**) relating to the Village Parcels are presently (as of the Effective Date) exempt from payment and all Taxes previously due for the Village Parcels have been paid in full. There shall be no proration of taxes as the Village Parcels is currently tax exempt. Purchaser is responsible for all Taxes for the Village Parcels that come due on or after the date of Closing, including all property taxes, that come due following transfer of title and loss of tax-exempt status. The terms of this section shall survive the Closing.

10. <u>CLOSING COSTS; RELATED FEES.</u> The Parties shall evenly split *(i.e.,* 50% / 50%) the costs of Closing. The state and county transfer, grantor, documentary stamp or similar taxes applicable to this transaction, are expected to be exempt since the Village Parcels is being transferred by a unit of government. If any such taxes are due and owing, Purchaser shall pay the same. Purchaser shall pay the cost of recording the deed. Purchaser shall pay all costs associated with title insurance, if title insurance is desired by Purchaser. Each Party shall be responsible for its/his own attorney fees. Seller shall pay any other usual and customary Seller's closing costs and charges except as specified herein and Purchaser shall pay the usual and customary Purchaser's closing costs and charges in addition to the costs and charges specified herein.

11. SELLER'S OBLIGATIONS AT CLOSING. At or prior to the Closing Date, Seller shall:

A. Deliver to Purchaser a recordable Quit Claim Deed ("Deed") conveying Seller's interest in the Village Parcels to Purchaser and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller. The Deed shall convey the Village Parcels in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such conveyance, being subject to such condition, shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure, by Purchaser and any successors and assigns.

B. 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;

C. Deliver to Purchaser an affidavit stating that there is no Village Parcels manager at the Village Parcels; and

D. Deliver to Purchaser a settlement statement; and

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

The Parties hereto 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 11 will be delivered to the Purchaser at least five (5) days prior to the Closing for the Purchaser's approval.

12. 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 full balance of the Purchase Price and Purchaser's share of Closing costs. Purchaser shall perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing.

13. **CONDITIONS TO THE PURCHASER'S PERFORMANCE.** The following are conditions precedent **("Purchaser Conditions")**, each of which must be satisfied fully or waived in writing by Purchaser before Purchaser is obligated to obtain the Village Parcels. All conditions must be and remain satisfied (if not waived) as of the Closing. The failure of any of the conditions set forth below shall grant the Purchaser the right, at the Purchaser's sole discretion, to terminate this Agreement if:

a. Based upon the Governmental Approvals, survey, soils tests, environmental assessment, utility studies, engineering, and other studies that Purchaser may perform, Purchaser has determined that the Village Parcels is not suitable for Purchaser's proposed use; or

b. Seller is unable or unwilling to cure defects raised in Purchaser Title Notice within a reasonable time after notice thereof.

14. **INDEMNIFICATION.** The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless 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 the Seller, its elected or appointed officials, officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

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

b. The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Village Parcels prior to Closing,

except to the extent caused by the willful or intentional act of the Seller. This Section 14 shall survive Closing.

15. **DISCHARGE.** Delivery of the deed to the Village Parcels to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

16. **WITHOLDING.** Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said section.

17. **BROKERAGE.** Seller and Purchaser acknowledge that neither party has acted as a real estate broker or agent, in connection with the transaction contemplated herein and neither party has employed a real estate broker or agent. Therefore, no real estate

commission is due. Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses, including legal fees and costs, incurred in defending such claim, demand, or cause of action) made by a broker or sales agent or similar Party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

18. REMEDIES. If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, in the discretion of the non-defaulting party. In the event of termination, the defaulting party shall refund to the non-defaulting, originating Party any funds paid as part of the transaction. Purchaser will be refunded the Earnest Money in the event of the Seller's default. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

19. MISCELLANEOUS. The following general provisions govern this Agreement.

a. No Waiver. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

b. Time of Essence. Time is of the essence of this Agreement.

c. Computation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Purchaser falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

d. Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Grundy, State of Illinois.

e. 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 facsimile (with verification of receipt), 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 pursuant to the provisions of this Section):

If to Seller:

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

With a copy to:

Mark R. Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Facsimile: (630) 596-4611

If to Purchaser:

Randy Alderson
390 N. 2nd Avenue
Coal City, IL

With a copy to:

In the event either Party delivers a notice by facsimile, as set forth above, such Party agrees to 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 facsimile, 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.

f. Assignability. In no event may Seller convey or encumber the Village Parcels during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third party except upon the express written consent of the non-assigning Party.

g. Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

h. Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

i. No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. 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.

j. Exhibit. The provisions contained in any exhibit attached hereto are and for all purposes shall be deemed to be part of this Agreement as though herein fully set forth.

k. Captions. The captions and headings of the various sections or paragraphs of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

l. Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

m. Construction. This Agreement has been drafted for the mutual benefit of both parties who have consulted with, or been able to consult with, attorneys of their choosing. No part of this Agreement shall be construed against a party because it or its attorney drafted all or part of this Agreement.

n. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

SELLER:

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: ____________________________
David A. Spesia,
Village President

Date: ____________________________

(SEAL)

Attest:

____
Kayla Melvin,
Village Clerk

PURCHASER:

BIG STORAGE SOLUTIONS, LLC,
an Illinois limited liability company
By: ______________________________

Print: ______________________________

Its: ______________________________

Date: ____________________________

STATE OF ILLINOIS)
) SS.
COUNTY OF __________)

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

GIVEN under my hand and Notarial Seal this _____ day of __________________, 2026.

____
Notary Public

<u>**EXHIBIT A**</u>

Insert legal descriptions of Village Parcels

EXHIBIT B

REDEVELOPMENT AGREEMENT

ATTACHED ON THE FOLLOWING PAGES

AFTER RECORDING RETURN TO:

Mark R. Heinle, Esq.
ANCEL GLINK, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

REDEVELOPMENT AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

BIG STORAGE SOLUTIONS LLC

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT, inclusive of Exhibits A - C (cumulatively, the "**Agreement**") is made and shall be effective on the date last subscribed below ("**Effective Date**") by and among the 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 ("**Village**"), and Big Storage Solutions LLC, an Illinois limited liability company with its principal office located at 390 N. 2nd Avenue, Coal City, IL 60416 ("**Developer**"). The Village and the Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Village is an Illinois municipal corporation located in Grundy and Will Counties, Illinois, is organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third-parties for the purpose of achieving such objectives; and

WHEREAS, the Village is desirous of promoting economic development within the Village by facilitating the development of an unimproved and under-utilized area of the Village; and

WHEREAS, the Village 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; and

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration by promoting the development of property, thereby increasing real estate tax revenue within the Village, and providing housing opportunities for residents; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. ("**Act**"), to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade property in accordance with and pursuant to the Act; and

WHEREAS, on January 10, 2011, the Village Board, pursuant to and in accordance with the Act (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the "**TIF Plan and Project**"), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, "**TIF Ordinances**"), establishing the Coal City Redevelopment Project Area (the "**TIF District**"); and

WHEREAS, the Village owns certain real property within the TIF District identified by parcel numbers 06-35-429-002, 06-35-431-003, and 06-35-431-004, as legally described in **Exhibit A** ("**Village Parcels**"); and

WHEREAS, the Village also owns certain rights-of-way adjacent to the Village Parcels, as depicted and legally described in **Exhibit B** ("**Village ROWs**"); and

WHEREAS, in order to accommodate Developer's future development plans to expand his existing storage facilities to the north, Developer has requested that the Village sell the Village Parcels to Developer and subsequently vacate the Village ROWs (collectively, the Village Parcels and Village ROWs shall be known as the "**Village Property**") to Developer in accordance with the terms of this Agreement; and

WHEREAS, the Village Property includes the Village Parcels totaling approximately 0.77 acres and the Village ROWs, totaling approximately 0.64 acres, for a aggregate approximate size of 1.41 acres; and

WHEREAS, the Village Property is vacant and unimproved, irregularly-shaped property located in the Village's C-5 Highway Commercial zoning district between the Union Pacific ("UP") and Burlington Northern Santa Fe ("BNSF") railroad tracks, directly north of Developer's Existing Property, as that term is defined below; and

WHEREAS, the Village Property is not required for municipal use or other public purposes and it is no longer necessary or appropriate for the Village to retain the Village Property; and

WHEREAS, in or around 2019, Developer previously acquired and consolidated 5.84 acres of real property from a combination of parcel purchases and rights-of-way vacations by the Village, which area is commonly known as 460 N. 5th Avenue, Coal City, IL 60416, PIN 06-35-454-002 ("**Developer's Existing Property**") directly south of the Village Property; and

WHEREAS, Developer improved Developer's Existing Property by grading it, installing a crushed-stone base, developing an open-air storage premises for the storage of marine and recreational motor vehicles, constructed an indoor storage area, and associated lighting and security installations; and

WHEREAS, Developer improved access to Developer's Existing Property and now operates an outdoor storage facility business offering long-term parking and storage of recreational vehicles, boats and other seasonally-used equipment; and

WHEREAS, Developer proposed to the Village acquiring the Village Property in order to consolidate its land holdings in the area and provide a potential area for expansion of Developer's existing outdoor and indoor storage facility areas directly south of the Village Property; and

WHEREAS, the acquisition and development of the Village Property is in compliance with the TIF Plan and Project, and is further consistent with the goals set forth in the TIF Ordinances and the Village's Comprehensive Plan; and

WHEREAS, the Village and Developer have negotiated certain terms and conditions of the Village's conveyance of the Village Property to the Developer and regarding the development thereof; and

WHEREAS, prior to engaging in any specific development plans for the Village Property, Development must first receive all final zoning approvals and building permits as may be necessary in accordance with all applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations; and

WHEREAS, in order to develop the Village Property with an expansion of its existing facilities, the Parties acknowledge and agree that Developer may eventually apply to the Village to have the Village Property rezoned if necessary to align with Developer's Existing Property and for a conditional use permit authorizing the operation of a "storage garage" within the C-5 zoning district; and

WHEREAS, the Village Property is not required for municipal use or other public purposes and it is no longer necessary or appropriate for the Village to retain the Village Property; and

WHEREAS, the Village is authorized by Section 4(c) of the Act, 65 ILCS 5/11-74.4-4(c) to convey real property in a manner and at such price as the Village determines to be reasonably necessary to achieve the objectives of the TIF Plan and Project; and

WHEREAS, prior to Village approval of any sale of the Village Property to the Developer, the Village must first make public disclosure of the terms of a proposed agreement and seek alternative bids and proposals for the Village Property and provide reasonable opportunity for any person to submit an alternative proposal or bid; and

WHEREAS, on July 15, 22, & 29, 2026 ("**Publication Date**"), the Village published notice in the *Coal City Courant*, a newspaper of general circulation within the TIF District, inviting proposals to develop the Village Property to be submitted within thirty (30) days of the Publication Date ("**Proposal Deadline**") and informing the public that information regarding the Village Property and a copy of this Agreement in draft form were on file at the Village Clerk's Office and available for review continuously from the Publication Date to the Proposal Deadline; and

WHEREAS, the Village received no proposals by the Proposal Deadline other than the negotiated agreement with the Developer in substantially the form currently set forth in this Agreement; and

WHEREAS, the Village and the Developer desire that the Village Property be developed and used in compliance with this Agreement, and the Village desires to facilitate Developer's plans for the Village Property as set forth herein; and

WHEREAS, the President and Trustees of the Village (the "**Corporate Authorities**") find that Developer's acquisition of the Village Property will eliminate underutilized, non-tax-generating real estate from the Village and that this sale and agreement are essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project, that the Project promotes the Village's economic development objectives of transforming underutilized properties into higher and more productive uses, creating public-private partnerships to foster private investment, increasing property tax revenues, encouraging further development in the vicinity of the Village Property, and increasing storage available locally for Village residents; and

WHEREAS, Developer has represented to the Village that without financial assistance from the Village as detailed herein, the Project would not be economically feasible, and the Developer would not undertake the acquisition of the Village Property and pursue the development of the Project; and

WHEREAS, Developer has not requested public funds, property tax incentives, or sales tax incentives as inducements to redevelop the Village Property; and

WHEREAS, the Corporate Authorities have found and determined that it is necessary and appropriate for the successful completion of the project that the Village enter into this Agreement with the Developer to provide for the conveyance and subsequent development of the Village Property, and further, that Developer's plans for the Village Property are in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the conveyance and use of the Village Property pursuant to and in accordance with this Agreement is advisable, necessary and in the best interests of the Village's public health, safety and welfare to enter into this Agreement and the obligations provided herein in support of the project; and

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

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

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

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:

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. Parties. This Agreement is entered into by and between the Village and the Developer.

3. Effective Date. This Agreement becomes effective on the date that both Developer and the Village have executed this Agreement ("**Effective Date**").

4. Term of Agreement. The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate upon the earliest to occur of (i) the satisfaction of all obligations the respective Parties hereunder; (ii) such time when each of the Parties executes a written addendum providing for the early termination of the Agreement for any reason or no reason; (iii) Developer's election to not close on the purchase of the Village Parcels; or (iv) either Party terminating the Agreement following an Event of Default by the other, as defined herein.

5. Developer Obligations. Developer, in consideration for the receipt of the promises and inducements contained herein, agrees to:

A. **Acquisition of Village Parcels.** Within thirty (30) days of the Effective Date, the Developer shall close on and acquire fee simple title to the Village Parcels. The Village agrees to convey title to the Village Parcels to the Developer, and Developer agrees to take title from the Village in accordance with the terms and conditions of the Purchase and Sale Agreement, attached hereto as **Exhibit B** (the "**Sales Contract**"), subject to and within thirty (30) days after the occurrence all conditions to closing are satisfied.

   The Village is conveying the Village Parcels to Developer "AS IS, WHERE IS, WITH ALL FAULTS" and does not make any warranty or representation to Developer about the condition of the Village Parcels Property or its fitness for any particular purpose or use whatsoever.

B. Regulations Controlling Development of the Property. Except for minor alterations approved by the Village Director of Building and Zoning, Developer's construction, operation and development of the Property shall be pursuant to and in accordance with the following:

1) This Agreement;

2) The Zoning Code; and

3) All Applicable Laws in effect as of the Effective Date.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

C. Property Taxes. Developer shall timely pay all property taxes when due from and after the Closing Date.

D. Compliance. Developer shall not cause the violation of any Applicable Laws, including but not limited to the Agreement, the Village's building regulations or adopted technical codes governing buildings, building systems, life safety, or property maintenance or zoning ordinances, or business licensing regulations.

6. Village Obligations. Village, in consideration for the receipt of the promises and inducements contained herein, agrees to:

A. Convey Village Parcels. The Village is the owner in fee simple of the Parcels. The Parties restate the respective obligations of the Parties set forth in Section 5(A) as though fully set forth herein.

B. Vacate Village ROWs to Developer. Within thirty (30) days of closing on the purchase and sale of the Village Parcels to Developer, the Village shall complete all steps legally required to effectuate the vacation of the Village ROWs to Developer. In so doing, the Parties understand and agree that the Purchase Price of the Village Parcels as set forth in the Sales Contract.

C. Process Permits and Development Requests.

1) The Village shall promptly process and consider reasonable and complete requests by Developer for zoning approvals and such other building and construction permits, and other approvals necessary to allow the

development of the Village Property in a manner consistent with an expansion of the vehicle storage area on the Developer's Existing Property.

7. **Force Majeure.** Where this Agreement contains provisions which provide for certain time periods within which actions must occur or be completed, it is understood and agreed by the Parties that such deadlines are subject to extension for Force Majeure as herein defined. "**Force Majeure**" shall be defined as set forth in Subsection (A) below, and shall expressly exclude the situations set forth in Subsection (B) below:

A. Means any event which:

1) Is beyond the reasonable control of and without the fault of the Party relying thereon; and

2) Occurs after the Effective Date of this Agreement; and

3) Is one or more of the following events;

i. Insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;

ii. Epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar act of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered in the area of the Property;

iii. Strikes, labor disputes, or work stoppages;

iv. Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Laws and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;

v. Vandalism; or

vi. Terrorist acts.

B. Force Majeure shall not include:

i. Economic hardship;

ii. Shortage or unavailability of materials unless there is no reasonable substitute;

iii. Acts, events or other matters arising out of violations by Developer of any Applicable Laws;

iv. Failure of performance by a contractor, except insofar as such contractor's failure is caused by events which are Force Majeure as to the contractor; or

v. Any act or omission committed, omitted, or caused by Developer, or Developer's employees, officers or agents or a subsidiary, affiliate or parent of Developer, or by any corporation or other business entity that holds a controlling interest in Developer, whether held directly or indirectly.

For each day that the Village or Developer is delayed by a Force Majeure event, the dates set forth in this Agreement shall be extended by one (1) day.

8. Responsibility for Costs.

A. The Parties shall enter into a Recoverable Costs Agreement in substantially the form attached hereto as **Exhibit C**.

B. Except as otherwise explicitly provided herein, Developer shall pay the Village any and all costs, expenses and fees, as and when customarily charged by the Village to a property owner or developer pursuant to duly enacted ordinances, including, but not limited to permit fees for any and all permits required in connection with the design, planning, construction, completion, use and occupancy of any expansion of the storage facility to the south or other use of the property, inspection fees, business licenses, sign permits, building permits, electrical and plumbing permits, any and all real property taxes, or any sales or utility taxes that may come due the Village from time to time customarily charged by the Village pursuant to duly enacted ordinances as they may exist as of the Effective Date and as they may be changed from time to time hereafter. In addition to the foregoing, Developer shall be responsible for the fees of any other entity with jurisdiction over the development of the Village Property. By way of clarification and not of limitation, the Parties acknowledge and agree that Developer shall be liable for any real property taxes that may now or hereafter come due for the Village Property during Developer's term of ownership of the Property, it being mutually understood that the Property will not be exempt from such taxes following the Closing Date.

C. Except as otherwise provided herein, each Party shall be responsible for paying its own attorneys' fees in connection with the negotiation and drafting of the Agreement, the Sales Contract, and in connection with the real estate closing or otherwise related directly to the real estate transaction, and any other costs or expenses associated herewith. In addition to the foregoing, Developer shall be responsible for valid fees of any other entity with jurisdiction over the development of the Property.

9. Liability, Indemnity of Village, and Insurance.

A. **Village Review**. Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of the Storage Project, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of those plans and the issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Developer, or any of his heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. **Village Procedure**. The Developer 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.

C. **Indemnity**. The Developer agrees to hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of 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) Developer's construction of the Storage Project.

D. **Defense Expense**. The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification or to be held harmless within ten (10) days of obtaining notice of a claim. Developer shall have the right to hire counsel of his 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 of the claim. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waiver any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event that the Village retains defense of any claim the Developer 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, provided that Developer shall have the right to participate in said defense and approval of any settlement of a claim.

10. Defaults.

A. **Procedure for Declaring Defaults.** Unless otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement (**"Default"**), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an "**Event of Default**." No Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. No Default by Developer or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. **Remedies for Events of Default.** Upon an Event of Default of this Agreement, any of the Parties, in any court of competent jurisdiction in Grundy County, Illinois, by an action or proceeding in law or equity, may pursue any and all remedies available at law and in equity, including but not limited to a writ of mandamus, injunction, declaratory judgment or the specific performance of the covenants and agreements herein contained, any monetary damages and any and all other remedies other provided by law or equity. In addition, the party prevailing in any litigated dispute arising out of this Agreement shall be entitled to also recover as damages its reasonable attorneys' fees and costs from the non-prevailing party.

C. **No Waiver of Right to Enforce.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

11. General Provisions.

A. **Continuity of Obligations.**

1) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

2) The rights and liabilities of the Developer named herein shall not be assigned without the prior written approval of the Village, which approval shall not be unreasonably withheld provided that a reasonable demonstration shall be made by the Developer of the proposed transferee's or assignee's ("**Village**

Approved Assignee") experience and financial capability to undertake and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement without the consent of the Village to a special purpose entity created by Developer, and such unconsented assignment shall be deemed a Village Approved Assignee, provided that Developer (i) gives the Village prior written notice of such assignment and updated contact information pursuant to the notice provisions set forth in Section 11(b) hereof, (ii) delivers to the Village an instrument evidencing such assignment, and (iii) Developer owns or controls at least 51% of the assignee. Provided that the Village Approved Assignee assumes all of Developer's obligations under this Agreement in writing ("**Assignment and Assumption Agreement**"), then upon the effective date of the assignment of this Agreement to a Village Approved Assignee, Developer shall be released from all obligations under this Agreement.

3) Developer acknowledges and agrees that the obligations assumed by him under this Agreement shall be binding upon him and, except as limited aforesaid, any and all of his respective heirs, successors, and permitted assigns and the successor record owners and/or successor developers of all or any portion of the Property. To assure that such heirs, successors and permitted assigns have notice of this Agreement and the obligations created by it, Developer and agrees that this Agreement shall be recorded against the Property at the Grundy County Recorder of Deeds.

4) Upon each sale or conveyance of the Property to a Village Approved Assignee, such Village Approved Assignee shall be bound by and be entitled to the benefits of this Agreement with respect to the Property. The Village hereby covenants and agrees that the Village, upon the Village's consent to such assumption, shall release the predecessor in interest from its obligations under this Agreement, except that Developer agrees not to sell or convey any part of the Property except to a Village Approved Assignee until the Storage Project achieves final completion.

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

If to Developer:	Randy A. Alderson 390 N. 2nd Avenue Coal City, IL 60416 Email: randyalderson@att.net
With a copy to:	____________________ ____________________ ____________________ ____________________
If to Village:	Village of Coal City 515 S. Broadway Coal City, IL 60416 Attention: Village Administrator
With a copy to:	Mark Heinle Ancel Glink, P.C. 1979 N. Mill Street, Suite 207 Naperville, Illinois 60563 Email: mheinle@ancelglink.com

or to such other address as either party may from time to time designate by written notice to the other party.

C. **Counterparts**. This Agreement may be executed in any number of counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute but one (1) Agreement.

D. **Severability.** The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.

E. **Headings.** The captions at the beginning of the paragraphs are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

F. **Entire Agreement.** This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter contemplated hereunder, and all prior or contemporaneous agreements, understandings, representations and warranties are deemed merged into this Agreement. This Agreement may only be amended or modified by a written instrument signed by both Parties to this Agreement.

G. **Implementation.** The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

H. **Governing Law.** This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Grundy County, Illinois. This Agreement is made pursuant to and in accordance with the provisions of the Constitution of the State of Illinois, other applicable provisions of the Illinois compiled statutes, and all applicable Village ordinances, resolutions, rules and regulations.

I. **Copies.** A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

J. **Drafting.** Each Party acknowledges that its legal counsel participated in the preparation and drafting of this Agreement, and that each has been or has had the opportunity to be represented by counsel of its own choice throughout all negotiations which preceded the execution of this Agreement, and that they have executed this Agreement with the consent and upon the advice of said counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any addenda, amendments or exhibits thereto to favor any party against the other.

K. **Time of the Essence**. Time is of the essence in the performance of this Agreement. Coal City shall be responsible for contacting Scaggs' to obtain its execution of this Agreement and of any and all other documents necessary to effect the terms of this Agreement.

L. **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.

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

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

O. Warranties.

1) The Village hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

2) The Developer hereby represents and warrants he has full power to execute and deliver and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as of the Effective Date.

"VILLAGE":

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: ______________________________
David A. Spesia,
Village President

Date: ______________________________

(SEAL)

Attest:

____
Kayla Melvin,
Village Clerk

"DEVELOPER":

BIG STORAGE SOLUTIONS, LLC,
an Illinois limited liability company

By: ______________________________

Print: ______________________________

Its: ______________________________

Date: ______________________________

STATE OF ILLINOIS)
) SS.
COUNTY OF __________)

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

GIVEN under my hand and Notarial Seal this _____ day of __________________, 2026.

____
Notary Public

EXHIBIT A

PARCEL 1
VILLAGE OF EILEEN PT LTS 13 THRU 18 LYG SE OF RR BLK 23 SEC 35-33-8 EXEMPT PER DOCKET #85-32-6

PIN 06-35-429-002

0.33+/- acres

PARCEL 2
COAL BRANCH JUNCTION LT 8 BLK 22 SEC 35-33-8 TAX EXEMPT PER DOR #89-32-4

PIN 06-35-431-004
0.08+/- acres

PARCEL 3
COAL BRANCH JUNCTION LTS 1-4 (EX RR) BLK 22 SEC 35-33-8 TAX EXEMPT PER DOR #89-32-4

PIN 06-35-431-003

0.36+/- acres

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING DATE: August 25, 2026

RE: **LEASE OF PRINTER/SCANNER FOR THE BUILDING DEPT.**

Included within the current year's budget was a replacement of the printer/scanner that has been utilized within the Building Department that has become obsolete as scanning documents continues to be an increase need over printing. The attached lease totals $16,475.40 with the payments for the remainder of FY27 being $1,922, which is less than the budgeted $2,000. While this is less than the $25,000 statutory limit, this will be a multi-year contract to be signed onto by Mayor Spesia.

Possessing this leased unit assists with work flow to allow emails to be printed onto 3' rolls for plan documents as well as scanning such documents.

Recommendation:

Authorize Mayor Spesia to enter into a Master Agreement with Gordon Flesch for the Lease of a Printer/Scanner for the Building Department.

GORDON FLESCH COMPANY LEASING

GFC Leasing imageCARE Master Agreement Acceptance Supplement

Master Agreement #: MA.v5-6201 **Supplement #:** ______ **Term:** 60 **months** **Term Commencement Date:** ______

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and Village Of Coal City ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc. Master Agreement between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the earlier of the date executed by GFC, the date Equipment is first delivered to your facility, or the date Maintenance is performed on the Maintained Equipment. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

Payment: $274.59 **Plus fees, taxes and image charges, if applicable.**	Payment and Meter Read Frequency: [X] **Monthly** [ ] **Quarterly** [ ] **Other**

Comments: Includes $56 monthly cost for supply exclusive service agreement	**Federal ID#:** 366005836

GFC Leasing Solutions (please check all applicable)	Equipment, If Applicable:	End of Supplement Option:	Tax Exempt
[X] **Equipment** [ ] **Customer Equipment** [ ] **Maintenance*** [ ] **Software** *Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.	[X] **New** [ ] **Certified Pre-owned** [ ] **Other** _	[X] Fair Market Value [ ] $1.00 Buyout [ ] HaaS (No Purchase)	[ ] No [X] Yes (If yes, please attach your tax exemption certificate)

Install DCA [X] Yes [ ] No IT Contact Name: ______ Phone: ______ Email: ______

Meter Contact: Name: ______ Phone: ______ Email: ______

A/P Contact Name: ______ Phone: ______ Email: ______

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. **Voided check must accompany this form.**

ACH [ ] Yes [X] No	⑆:	⑈:
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. **Payments and Term**. GFC will deliver, install, and implement the Solutions in accordance with this Supplement. The Term of this Supplement begins after all Solution(s) subject to this Supplement have been installed and implemented (the "Term Commencement Date"). Upon completion of installation and implementation of all Solutions subject to this Supplement, GFC will provide you with your first invoice, which may include amounts due for the time any Solutions were installed and implemented prior to the Term Commencement Date, and prorated amounts for any partial monthly billing periods. Base Payments will be due and payable in advance on the same day of each month, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. This Supplement is non-cancellable by you for the Term stated above. Annually, GFC may increase the base payment, the fee per image for each image type, and the Charge per Image for Overage. In addition, notwithstanding any reference or statement herein, or added to this Supplement regarding fixed services rates, locked pricing, or similar pricing commitments for the full term of this Supplement, you acknowledge and agree that GFC may from time to time add additional charges in response to any tariffs, levies, duties, tolls, taxes, or other assessments imposed on parts and/or supplies used by GFC to provide Maintenance pursuant to this Supplement.

2. **Equipment Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement.

   a. Fair Market Value or Haas (No Purchase) Option. If you elect the "Fair Market Value" or "Haas (No Purchase)" end of Supplement option above, the lease Term for the Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will pay GFC as invoiced for each month (or portion thereof) during the extended Term, that you do not return the Equipment to the location designated by GFC. If you do not pay such monthly Payments and do not purchase the Equipment as stated below, you will immediately terminate use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted, and you will not retain any copies of such Software. If you selected the Fair Market Value option for this Supplement, you will have the option of purchasing the Equipment upon expiration or termination of this Supplement, at fair market value as reasonably determined by GFC, and take title to the Equipment when purchased. If you selected the Haas (No Purchase) option for this Supplement, you will not have the option to purchase the Equipment.

   b. Dollar Buyout Option. If you elect the $1 Buyout end of Supplement option above, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase the Equipment for one dollar ($1.00) and will thereby take title to it. In consideration for GFC permitting you to choose the Dollar Buyout Option, and if this Agreement is deemed a conditional sales contract with respect to the Equipment, you hereby grant to GFC a security interest in and to the Equipment on effective date of this Supplement to secure all Payments. If any Equipment is subject to the $1 Buyout option, you will report the Equipment for purposes of personal property taxes.

3. **Other Documents and Signatures**. All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto are incorporated herein. End User Agreements applicable to this Supplement are available for your review under the heading "Customer Agreements with GFC Partners" at: www.gflesch.com/terms-and-conditions. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

GORDON FLESCH COMPANY, INC.	CUSTOMER: Village Of Coal City The undersigned affirms that he/she is duly authorized to enter into this Agreement.
By: ______ Authorized Signature	By: ______ Authorized Signature
Name: ______	Name: ______
Title: ______	Title: ______
Date: ______	Date: ______

SC Order ID:P-293312

Rev.v5 05072025

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING DATE: August 25, 2026

RE: **AUTHORIZING THE FALL FEST BAND CONTRACT**

Fall Fest is to be celebrated this year on September $18^{th}/19^{th}$. The band contracted to play on Saturday night is "Who Dat Dere." Attached is their performance contract; staff continues to work on additional entertainment and event service to be contracted for that weekend.

Recommendation:

Authorize Mayor Spesia to sign onto the *Who Dat Dere* contract for music entertainment at Fall Fest.

WHO DAT DERE BAND – BOOKING CONTRACT

EVENT DETAILS			
Event	Village of Coal City Fall Fest		
Date	September 19, 2026	**Performance Time**	7:00 PM – 11:00 PM
Performance Fee	$1,500.00		

1. AGREEMENT BETWEEN

Booking contracts are negotiated by Robert Pena, "Who Dat Dere Band," of 1919 Bell Street, Schererville, IN 46375, hereinafter referred to as the "Company", and Village of Coal City, 515 S. Broadway, Coal City, IL 60416, hereinafter referred to as the "Client."

2. CONFIRMING THE BOOKING

Confirmation will mean any electronic, verbal, or written acceptance of this booking by the Client. All bookings take effect immediately upon confirmation.

3. PAYMENT RECIPIENT

The amount of $1,500.00 shall be issued to Robert Pena.

4. CANCELLATIONS

In the event of the Client cancelling the contract after the booking has been confirmed, charges will be levied as follows:

- Less than 2 hours' notice prior to performance – 50% of the total event fee.
- After performance has begun – 100% of the total event fee.

5. CHANGES ON THE DAY

Where possible, changes to the agreed schedule which are unavoidable on the day of the event should first be discussed and agreed with Robert Pena, "Who Dat Dere Band." Any changes will be subject to these terms and conditions. If changes negotiated between the Client and Who Dat Dere Band on the day of the event are agreed to incur additional costs to Robert Pena / Who Dat Dere Band, the Client shall accept full responsibility for those additional fees.

6. STANDARD ARTIST REQUIREMENTS

Power: It is the responsibility of the Client to ensure that a safe source of power is provided for Who Dat Dere Band and that all local authority regulations are adhered to.

Venue Constraints: It is the responsibility of the Client to ensure that the performance venue provides a safe performance area and is able to accommodate live music, including any required live music licenses. Noise limitations and other relevant restrictions should be mutually agreed upon prior to booking. Relevant information must be disclosed to Who Dat Dere Band prior to booking confirmation.

Performance Area: It is the responsibility of the Client to provide a suitable performance area. Ideally, this should be a raised stage to distinguish the staging area from the dancing/seating area; however, Who Dat Dere Band can perform without raised staging if necessary.

Parking: The Client is responsible for ensuring parking is available for the duration of the event. Otherwise, the Client will be liable for any parking charges. Who Dat Dere Band will inform the Client of the number of vehicles in advance.

Breaks: Company shall be entitled to take minimal non excessive breaks throughout the performance.

7. EQUIPMENT

Who Dat Dere Band shall provide the P.A. system for the event. Equipment and instruments provided by Who Dat Dere Band are not available for use by other performers or persons except by specific written permission of Who Dat Dere Band.

AGREEMENT & SIGNATURE

By signing below, I, the Client, agree to the terms and conditions outlined in this document. If signing on behalf of a company or organization, I confirm that I am authorized to enter into this agreement on its behalf.

PRINT NAME	**DATE**
SIGNATURE	

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING DATE: August 25, 2026

RE: **DISCUSSION OF ELECTED OFFICIAL PAY**

The Village Board conducted a comprehensive survey of elected official pay throughout the State in 2014 and then increased the annual amounts paid to the elected positions in 2018. Since 2018, there has been no increase in the amount of pay per position, i.e. the Mayor/Liquor Commission, Clerk, and Trustees.

At the time of IML's latest provided Elected Officials pay, the Coal City Elected Official pay varies by position. Of the 36 comparable communities, Coal City's elected official pay is only in the top 10 within the category of its Trustees. Coal City's pay was slightly higher than the average of its peer band of communities by $492/year, i.e. $5,000 per year vs. $4,504. This pay, which ranked #8 amongst the comparable communities falls to #13 when reviewing the pay for Mayors. Coal City's annual pay is $4,333 less than the average amongst all communities in the group and $3,000 below the $13,000, which is the peer band of like communities. Clerk pay is much more difficult to measure. Many of the smaller municipalities rely on the Clerk's position to receive payments/take on desk hours at the village hall, etc. Coal City falls to 20th amongst the 36 communities surveyed and is $20,000+ behind its peer communities for annual pay in this position. However, this position has proven more difficult to measure and compare due to many of the Clerks possessing much different duties than Coal City's elected position.

If Coal City were to increase the rates adopted within the 2018 Ordinance setting elected official annual pay by the consumer price index that has taken place since that time, those positions paid $5,000 annually would adjust upwards by $1,495 and the Mayor position would increase from $10,000 upwards to $12,990.

Please review this information and determine the elected official pay at this time. The Board attempts to complete this task on a regular basis to determine if the pay needs to be adjusted prior to the next election cycle following the state statute regarding any amendments in these pay rates.

Summary & Comparison

Every figure here is calculated from the 'Survey Results' tab. It fills in as you enter data.

BY FORM OF GOVERNMENT

Group	Municipalities	Avg. Aggregate Mayoral Pay	Median Aggregate Mayoral Pay	Avg. Trustee / Comm. Pay	Median Trustee / Comm. Pay	Avg. Clerk Pay	Median Clerk Pay
Pres./Trustee	23	$7,567	$7,560	$3,418	$2,400	$19,153	$6,500
Commissioner	8	$11,834	$9,500	$3,600	$3,600	$22,837	$24,263
Mayor/Ald.	6	$34,828	$16,500	$5,450	$5,400	$48,903	$39,499

BY POPULATION

Coal City sits in the 2,000–13,000 band. That row is the most direct peer comparison.

Group	Municipalities	Avg. Aggregate Mayoral Pay	Median Aggregate Mayoral Pay	Avg. Trustee / Comm. Pay	Median Trustee / Comm. Pay	Avg. Clerk Pay	Median Clerk Pay
Under 2,000	13	$4,827	$4,870	$1,588	$1,800	$20,409	$19,740
2,000 – 13,000	14	$12,655	$13,000	$4,504	$4,000	$30,894	$25,938
Over 13,000	11	$29,059	$15,000	$7,540	$6,600	$37,000	$6,000

Coal City IN CONTEXT

How Coal City compares to all 38 municipalities and to its population band.

Measure	Coal City	All 38 — Average	All 38 — Median	Peer band — Average	Peer band — Median	Rank of 38 (1 = highest)
Aggregate mayoral / president pay	$10,000	$14,333	$8,750	$12,655	$13,000	13
Trustee pay	$5,000	$4,324	$4,000	$4,504	$4,000	8
Clerk pay	$5,000	$28,812	$19,740	$30,894	$25,938	20

2014 SURVEY vs. THIS UPDATE — matched sample

Compares only the municipalities that reported a figure in BOTH surveys, so the change is like-for-like. The six municipalities with no 2026 data are excluded, as are any that were blank in 2014.

Measure	Matched municipalities	2014 Average	2026 Average	Change	% Change	2014 Median	2026 Median	Change	% Change
Aggregate mayoral / president pay	30	$12,778	$15,078	$2,301	18.0%	$8,200	$9,550	$1,350	16.5%
Trustee / commissioner pay	26	$3,542	$4,472	$930	26.3%	$3,120	$4,000	$880	28.2%
Clerk pay	26	$21,491	$29,669	$8,178	38.1%	$7,050	$16,140	$9,090	128.9%

Every figure above is a live formula - there are no pasted values. The 2014 side reads from the '2014 Reference' tab, the 2026 side from 'Survey Results'.