

COAL CITY
VILLAGE BOARD MEETING
Wednesday, October 14, 2026
7:00 P.M.

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes September 23, 2026
4. Approval of Warrant List
5. Public Comment
6. Ordinance 26-30 Conditional Use for Accessory use to Allow the
Sale of Liquor at a Gas Station (Class B License)
725 E. Division
7. Ordinance 26-31 Approval of Additional Class B Liquor License
at 725 E. Division
8. Approval of Final 2025 Street Maintenance Payment

9. Approval #1 of 2026 Street Maintenance Payment
10. Approval of Final Water Treatment Plant Expansion Payment, Disbursement #15
11. Authorization for Mayor to Enter into Agreement for Loss Control Services,
Gallagher Bassett
12. Report of the Mayor
13. Report of the Trustees
 - C. Lauterbur
 - B. Mincey
 - R. Bradley
 - P. Noffsinger
 - D. Greggain
 - D. Togliatti
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
18. Report of Village Administrator
19. Adjourn

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2026

**RE: APPROVAL OF THE CONDITIONAL USE AT 725 E. DIVISION TO
UTILIZE A CLASS B LICENSE FOR SALE OF PACKAGED LIQUOR**

The owners of the Shell Station at 725 E. Division have turned to a manager for interior sales at their gas station. While BrakeTime shall maintain the contract with Shell for the gas to be sold at the property, Kamlesh Patel, the petitioner, will run the interior of the building and has passed a background check regarding the capability to receive and operate a Class B Liquor License. Since liquor licenses sunset upon each license that is issued, the current operators cannot simply pass it onward to the next operator of the store. The Class B license is packaged and does not allow the facility to pour alcohol, which is the basis by which many liquor license holders gain access to gaming. During the consideration of this transition, BrakeTime has improved the business with a new canopy, new signage to include new LED lighting lessening its non-conformity to the village code.

No one aside from the petitioner appeared at the public hearing for the consideration of this accessory use. The request was unanimously supported by all in attendance to allow the new store manager to be able to receive a Class B license in order to continue the sale fo packaged liquor at this location.

Recommendation:

Adopt Ordinance No. ____: Granting a Conditional Use to Allow for the sale of Packaged liquor at 725 E. Division.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A CONDITIONAL USE TO ALLOW AN ACCESSORY
USE FOR THE SALE OF PACKAGED LIQUOR WITHIN I-1 ZONED AREA AT 725 E.
DIVISION IN THE VILLAGE OF COAL CITY**

DAVID SPESIA, President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DAN GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

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 ALLOW AN ACCESSORY
USE FOR THE SALE OF PACKAGED LIQUOR WITHIN I-1 ZONED AREA AT 725 E.
DIVISION IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for a conditional use according to Section 156.93 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Kamlesh Patel (“applicant”) on September 3, 2026 for an accessory use to sell packaged liquor within an I-1 zoned property; and

WHEREAS, a public hearing regarding the conditional use consideration was held on October 5, 2026; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on October 5, 2026 to consider passage of the conditional use request to the Board of Trustees; and

WHEREAS, Section 156.230 permits the Village Board to approve certain uses on a conditional basis 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 conditional uses.

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

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

Section 2. Findings of Fact. The Board of Trustees find as follows concerning the Conditional Use for 725 E. Division:

- A. **Traffic.** The utilization of the property to continue the sale of packaged liquors within this gas station shall not have an adverse impact upon traffic to the surrounding neighborhood.
- B. **Environmental Nuisance.** The performance standards required by the village code shall be maintained and the utilization of this property is consistent with previous utilization of this property.
- C. **Neighborhood Character.** The continuance of this accessory use within the existing gas station shall not have a deleterious effect upon the neighborhood.

- D. **Public Services and Facilities.** Granting this conditional use shall not require the implementation of additional public services or facilities to accommodate the presented conditional use for the property.
- E. **Public Safety and Health.** Granting this conditional use shall not be detrimental to the public safety and health of the immediate tenants or residents of Coal City.
- F. **Other Factors.** The approved conditional use shall assist with the current planned sale of this asset from the current ownership to the new potential holders of a Class B Liquor License.

Section 3. Description of the Property. The property is located at 725 E. Division in the Village of Coal City within an I-1 District.

Section 4. Public Hearings. A public hearing concerning the consideration of a conditional use was advertised on September 9, 2026 in the Coal City Courant and held by the Planning and Zoning Board on October 5, 2026 at which a majority of the Planning and Zoning Board members recommended passage of the Conditional Use to the Board of Trustees.

Section 5. Conditional Use. The conditional use requested in the September 3, 2026 Conditional Use petition is granted in conjunction with Section 156.112 is hereby granted to allow the an accessory use within the gas station within an I-1 industrially-zoned district as set forth within the submitted petition designs.

Section 6. Conditions. The conditional use granted herein is contingent and subject to the business being operated according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of October 5, 2026. The Class B Liquor License requested shall not include gaming on the premises.

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.

**AN ORDINANCE GRANTING A CONDITIONAL USE TO ALLOW AN ACCESSORY USE FOR THE
SALE OF PACKAGED LIQUOR WITHIN I-1 ZONED AREA AT 725 E. DIVISION IN THE VILLAGE OF
COAL CITY**

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 & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

David Spesia, President

Attest:

Kayla Melvin, Clerk

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2026

RE: **APPROVAL OF ADDITIONAL CLASS B LIQUOR LICENSE AT 725 E. DIVISION**

The current owners of the Bracketime gas station at 725 E. Division plan on leasing its interior business to a market operator, Kamlesh Patel, who will operate CoalCityFoods, Inc. Currently, Bracketime holds the liquor license for this location, but a portion of the lease requirements is for the new market operator, Mr. Patel to take over the liquor license at this location. This can be a bit difficult because Coal City's code includes a sunset provision by which available liquor license are terminated upon the former recipient no longer utilizing the previously provided license (changes in ownership can occur involving the board of a corporation, etc.).

The currently approved liquor licenses shall cease at that point the current owner no longer is the one to receive the sales regarding those items and no longer maintains the necessary dram shop insurance, etc. Attached is an ordinance that will provide one additional liquor license to become available upon Bracketime no longer utilizing its current license and Mr. Patel, who has previously passed background investigation, beginning to sell liquor within the store according to his lease, which is operated as CoalCityFoods, Inc.

This is the final action after receiving the necessary conditional use regarding the land use to allow the continued sale of packaged liquor at this location.

Recommendation:

Adopt Ordinance No. ____: Providing an Additional Class B Liquor License for 725 E. Division for CoalCityFoods, Inc.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “B” LIQUOR LICENSES
FOR COALCITYFOODS, INC., OPERATOR AT 725 E. DIVISION**

DAVID SPESIA, Village President
KAYLA MELVIN, Village Clerk

ROSS BRADLEY
DANIEL GREGGAIN
CJ LAUTERBUR
BILL MINCEY
PAMELA NOFFSINGER
DAVID TOGLIATTI
Village Trustees

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 INCREASING THE NUMBER OF CLASS “B” LIQUOR LICENSES
FOR COALCITYFOODS, INC., OPERATOR AT 725 E. DIVISION**

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; 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, Article IV of the Illinois Liquor Control Act of 1934, 235 ILCS 5/4-1, *et seq.*, authorizes the corporate authorities of the Village to license and regulate the sale of alcoholic liquor within the Village, and to determine the number, kind and classification of local liquor licenses, as well as the fees for such licenses and to provide such further regulations and restrictions on the issuance and operations pursuant to such local licenses; and

WHEREAS, the Village regulates the sale of liquor by creating various classifications of liquor licenses and establishing the maximum number of licenses that may be issued in each such class; and

WHEREAS, upon the termination of a particular liquor license, the number of available licenses in the terminated liquor license classification is automatically reduced by one pursuant to Section 112-12(B) of the Village Code;

WHEREAS, a new liquor license may be issued by the Liquor Commissioner only if the Village Board has created a sufficient number of licenses in a particular classification to have a surplus license available;

WHEREAS, the Village Board is desirous of creating one new Class B liquor license to ensure the appropriate liquor license to be available for application by ownership of the gas station market at 725 E. Division, CoalCityFoods, Inc.;

WHEREAS, the Corporate Authorities of the Village hereby find and determine that it is in the best interest of the Village and the public to amend the Village Code to provide for one (1) additional Class “B” Liquor License.

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. AMENDMENT. Section 112-12(A) of the Village Code (“Number of Licenses; Limitations”) shall be and hereby is amended to reflect an increase of one (1) Class “B” Liquor License to a maximum of four (4), contingent upon (i) the issuance by the Liquor Commissioner of an additional Class B License to a qualified and valid applicant on or before November 30, 2026.

SECTION 3. RESOLUTION OF CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this 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 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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

AYES:

ABSENT:

NAYS:

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: October 14, 2026

RE: FINAL PAYMENT OF 2025 ROAD PROJECTS

Due to the timing of the final pavement to be utilized at the Water Treatment Plant & PW Maintenance Garage, the bid price for 2025 locally paid road work was not completed until the paving of PW had been completed. Due to some additional work completed on the property to ensure positive drainage would result, the actual project cost was slightly higher than anticipated. However, there were unit prices for all work completed and this payment to D Construction represents the final work to be completed for the 2025 Annual Street Work Project.

Quantities and the recommendation of the Engineer has been attached.

Recommendation:

Approve a final payment for 2025 Street Work Construction in the amount of \$205,337.93 to D Construction.

October 9, 2026

Mayor David Spesia
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
2025 Street Maintenance

Pay Request #2

Dear Mayor David Spesia:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village standards and contract requirements.

Original Contract Amount:	\$	201,222.50
Completed Amount:	\$	205,337.93
Previous Payments:	\$	-
0% Retention	\$	-
	\$	<u>205,337.93</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$205,337.93 be made to D Construction, Inc.

Sincerely,



Matthew G. Halloran

Enclosure

MGH/am

Project # 66531.01

ENGINEER'S PAYMENT ESTIMATE

Estimate No. 2 Date October 9, 2026
Payable to: D Construction, Inc
1488 South Broadway
Coal City, IL 60416

Client	Village of Coal City
	515 South Broadway, Coal City, IL 60416
Project	Village of Coal City
	2025 Street Maintenance

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
1	HMA Surface Removal (Cold Mill)	sy	1198	\$ 13,477.50	1198	11.25	\$ 13,477.50
2	Prime Coat (SS-1)	lb	2297	\$ 2,297.00	2297	1.00	\$ 2,297.00
3	HMA Leveling Binder	ton	51	\$ 7,650.00	64.9	150.00	\$ 9,735.00
4	HMA Surface Course	ton	421	\$ 42,521.00	629.7	101.00	\$ 63,599.70
5	HMA Binder Course	ton	547	\$ 49,777.00	991.1	91.00	\$ 90,190.10
6	Structures to be Adjusted	each	6	\$ 6,000.00	6	1,000.00	\$ 6,000.00
7	S Kankakee St. RR Crossing Closure	lsum	1	\$ 79,500.00		79,500.00	
	Additional Concrete and Grading	lsum			1	\$20,038.63	\$ 20,038.63
TOTAL				\$ 201,222.50			\$ 205,337.93

By Mick Hay
Dated October 9, 2026



Peru, Morris, Ottawa
Illinois

Chamlin & Associates
Project # 66531.01

Total Value of Completed Work	\$	205,337.93
Deduct <u>0%</u> To Be Retained	\$	-
Balance on Completed Work	\$	205,337.93
Prev. Pay. Made to Contractor	\$	30,766.86
Net Amt. Due - This Estimate	\$	174,571.07

September 29, 2026

Mayor David Spesia
Village of Coal City
515 South Broadway
Coal City, IL 60416

SUBJECT: Village of Coal City
2026 Street Maintenance

Pay Request #1 & Final

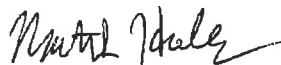
Dear Mayor David Spesia:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with City/Village standards and contract requirements.

Original Contract Amount:	\$	111,224.26
Completed Amount:	\$	122,845.78
Previous Payments:	\$	-
0% Retention	\$	-
	\$	<u>122,845.78</u>

Chamlin & Associates, Inc. at this time recommends a payment in the amount of \$122,845.78 be made to D Construction, Inc.

Sincerely,



Matthew G. Halloran

Enclosure

MGH/am

Project # 66556.01

ENGINEER'S PAYMENT ESTIMATE

Estimate No., 1 & Final Date September 29, 2026
Payable to: D Construction, Inc
1488 South Broadway
Coal City, IL 60416

Client	Village of Coal City
	515 South Broadway, Coal City, IL 60416
Project	Village of Coal City
	2026 Street Maintenance

[illegible]

By Misty H. [Signature]
Dated September 29, 2026

Total Value of Completed Work	\$	122,845.78
Deduct <u>0%</u> To Be Retained	\$	
Balance on Completed Work	\$	122,845.78
Prev. Pay. Made to Contractor	\$	
Net Amt. Due - This Estimate	\$	122,845.78

Peru, Morris, Ottawa
Illinois

Project # 66556.01

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2026

RE: PAYMENT #15 FOR THE WATER TREATMENT EXPANSION PROJECT

The IEPA approved funding for the Water Treatment Plant expansion project to expend \$6,103,503 for the total costs related to the expansion. This funding is secured prior to the final bid and award of the project in order for the project to continue in its design until a competitive bid price is attained. The Village Board previously approved Ordinance 26-20 requesting up to \$1,203,848 in additional loan proceeds to cover the final cost for this project up to \$7,310,352. Final costs and the final payment have been determined by Chamlin Engineering and \$7,254,475.39 is the final total project cost which shall utilize approximately 95% of the village's additional loan capacity. The \$7.2 million figure can be seen in the total cumulative costs incurred, which is slightly higher than those costs eligible for reimbursement (that amount, which is slightly higher than the originally approved project cost amount is due to line item and total project costs, etc.).

All of that said, Disbursement #15 shall provide the final allotted payment to D Construction of \$168,632 in addition to the retention that had been held until the project's completion of \$517,107.80 for a total disbursement of \$685,739.80. This disbursement shall allow the payments to vendors and/or reimbursement to the village for amounts previously paid to Chamlin Engineering of \$151,348.74 and D Construction totaling \$69,572.13. Although the project received additional borrowing capacity from the IEPA, a principal forgiveness of \$1,250,000 for this project shall result in utility customers only paying back \$6,004,475.39, which is less than the \$6.106 million approval at the beginning of this project.

Repayment of this project has already begun, but it shall be modified by the IEPA once all of the final payments and figures have been reported.

Recommendation:

Authorize the next payment of \$685,739.80 to D Construction, closing out previously withheld retention of IEPA construction proceeds. With additional IEPA funds, the final payments for Chamlin Engineering totaling \$151,348.74 and additional construction payment of \$69,572.13 shall be made to finalize this Water Treatment Expansion project.



Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217)782-2027

RESET FORM

ILLINOIS WATER REVOLVING LOAN FUND REQUEST FOR LOAN DISBURSEMENT

Complete this form for each request for disbursement from the State Water Revolving Fund pursuant to the executed loan agreement. Report **total cumulative costs** incurred to date and submit copies of all supporting invoices. Submit cost allocation if there are other funding sources.

PLEASE COMPLETE, PRINT, SIGN, SCAN, AND EMAIL TO EPA.LOANMGMT@ILLINOIS.GOV

LOAN RECIPIENT: Village of Coal City **LOAN NUMBER:** L17- 3512

SERVICE DATES FOR THIS REQUEST:

FROM: 01/01/2026

PAY REQUEST NUMBER: 15

TO: _____

DATE SUBMITTED: 10/01/2026

	ELIGIBLE BUDGET (Per grant agreement +/- IEPA APPROVED change orders)	TOTAL CUMULATIVE COSTS INCURRED TO DATE	TOTAL CUMULATIVE ELIGIBLE COSTS INCURRED TO DATE
LEGAL/ADMINISTRATIVE			
DESIGN ENGINEERING	\$ 328,020.00	\$ 346,924.00	\$ 328,020.00
CONSTRUCTION ENGINEERING	\$ 382,690.00	\$ 515,134.74	\$ 382,690.00
CONSTRUCTION (before retainage) *List each contractor separately			
Midwest Well Service Inc.	\$ 800,444.00	\$ 800,444.00	\$ 800,444.00
Gene Wren Construction LLC	\$ 182,690.52	\$ 182,690.52	\$ 182,690.52
D. Construction	\$ 5,339,710.00	\$ 5,409,282.13	\$ 5,339,710.00
Other:			
TOTAL COSTS TO DATE		\$ 7,254,475.39	\$ 7,033,554.52
LESS RETAINAGE *List each contractor separately			
Vissering Construction Company			
Gene Wren Construction LLC			
D. Construction			
LESS PAID WITH OTHER FUNDING SOURCES			
LESS TOTAL INTEREST EARNED ON INVESTED FUNDS			
LESS TOTAL DISBURSEMENTS TO DATE			\$ 6,347,814.72
LESS ROUNDING ADJUSTMENTS FOR BONDS (IF NECESSARY)			
NET DISBURSEMENT REQUESTED			\$ 685,739.80

FOR AGENCY USE ONLY

PREPARED BY: _____ **DATE:** _____

APPROVED BY: _____ **DATE:** _____

MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 14, 2026

RE: GALLAGHER BASSETT RISK CONTROL SERVICES CONTRACT

Coal City participates with the Illinois Municipal Insurance Cooperative (IMIC) in order to receive liability insurance and minimal amount of lost control visits on an annual basis. To aid the Safety Committee in regularly reviewing and tracking onsite training, safety incidents and opportunities to assist with additional safety measures in the work place, Gallagher Bassett offers additional hours of professional service in order to provide Coal City-specific time.

Attached is a proposal to assist in leading the safety committee meetings beginning with December's meeting and then being on hand for the meetings planned over the next two years as well. This contract allows the safety visits to occur under one fixed price. Annually, Coal City is provided an annual grant form IPRF that will likely offset the cost for these contracted services. Only \$3,000 of the total annual cost is expected to take place in the current fiscal year.

Recommendation:

Authorize Mayor Spesia to enter into a contract for Loss Control Services with Gallagher Bassett Service for an amount of \$4,500 annually.

September 23, 2026

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

Re: Loss Control Services Engagement Letter — Safety Committee Facilitation (3-Year)

Dear Matt:

Gallagher Bassett Services, Inc. (“GB”) will provide the Village of Coal City (“Client”) with services described below in the scope of work (“Scope of Work” or “SOW”) related to Safety and Risk Control (the “Services”). The Services will be provided by Amos Kaffenbarger, Associate Risk Control Consultant. GB and Client may be referred to herein as each a “Party” or together as the “Parties.” Defined terms in Exhibits A and B shall have the meanings ascribed to them in this engagement letter.

Scope of Work:

Gallagher Bassett will facilitate the Village of Coal City Safety Committee on a recurring every-four-months schedule (three meetings per contract year) for a three-year term. For each scheduled meeting, GB will provide agenda support, meeting facilitation, and follow-up notes consistent with typical loss control Safety Committee facilitation services.

Proposed meeting schedule (all meetings at 11:30 AM):

Year 1:

- December 3, 2026
- April 1, 2027
- August 5, 2027

Year 2:

- December 2, 2027
- April 6, 2028 (proposed / to be confirmed with Village)
- August 3, 2028 (proposed / to be confirmed with Village)

Year 3:

- December 7, 2028 (proposed / to be confirmed with Village)
- April 5, 2029 (proposed / to be confirmed with Village)
- August 2, 2029 (proposed / to be confirmed with Village)

Pricing:

The Service shall be performed in accordance with GB’s Cost & Fee Schedule, attached hereto at Exhibit A and fully incorporated herein, along with GB’s Standard Terms & Conditions, attached hereto at

Exhibit B and fully incorporated herein. This engagement letter, along with all attachments hereto, shall be referred to as the "Agreement".

Conditions Regarding Service

The Services performed by GB are related solely to current and potential loss exposures. To the extent applicable and expressly as set forth in the Scope of Work, the Services are only intended to bring Client into compliance with those laws expressly referenced in the Scope of Work; the Services are neither intended to, nor do they imply, guarantee or warrant in any way, that (i) Client and its locations are in compliance with all codes, laws or regulations governing property or operation and (ii) that compliance with the recommendations offered by GB will eliminate all current and potential losses identified by the Services.

If you wish to purchase the Services, please sign and return a copy of this Agreement to Amos Kaffenbarger via email at akaffenbarger@alliancercs.com, or to Lynn Tulke via email at Lynn_Tulke@gbtpa.com. If you have any questions, please contact Amos Kaffenbarger, Associate Risk Control Consultant, 847-757-4807, akaffenbarger@alliancercs.com.

Sincerely,

Amos Kaffenbarger
Associate Risk Control Consultant
Gallagher Bassett Services, Inc.

Gallagher Bassett Services, Inc.

Village of Coal City

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Email: _____

Telephone: _____

EXHIBIT A

GB Cost & Fee Schedule

Fee for Services:

The fee to deliver the Services is \$1,500.00 per service day (Safety Committee facilitation meeting).

Fee summary by contract year:

Contract Year	Meetings / Service Days	Fee
Year 1 (Dec 2026 – Aug 2027)	3 service days @ \$1,500	\$4,500.00
Year 2 (Dec 2027 – Aug 2028)	3 service days @ \$1,500	\$4,500.00
Year 3 (Dec 2028 – Aug 2029)	3 service days @ \$1,500	\$4,500.00
Three-Year Total	9 service days	\$13,500.00

Annual fee option: Client will be invoiced \$1,500.00 per service day following each meeting.

An invoice will be sent to Client as set forth above. Payment is due within 30 days of the invoice date.

EXHIBIT B

GB Standard Terms & Conditions

Scope and Performance of Services

Client hereby retains GB to perform the Services described in GB's engagement letter , attached hereto, and GB agrees to provide such Services. The terms, conditions, and limitations contained in the engagement letter are incorporated herein by reference in this Agreement. Any additional terms and conditions proposed by Client will not be binding upon GB unless specifically agreed to in writing by GB. This Agreement shall not create any rights or benefits to parties other than Client or GB.

Payment Terms

As full consideration for the performance of Services, Client agrees to pay GB as set forth in GB's Cost & Fees Schedule attached hereto as Exhibit A. Any additional services or work required by Client shall be performed on a time-and-materials ("T&M") basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work.

Change Orders

Client has relied on GB's professional judgement in establishing the SOW and costs of Services as set forth engagement letter. Client shall also rely on GB's professional judgement in evaluating the

continued adequacy of the SOW, in light of occurrences or discoveries that were not originally contemplated by or known to Client and/or GB. Client and/or GB shall have the right to modify the scope of Services, specifications and time requirements set forth in the engagement letter, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("Change Order").

Billing & Payment

Client recognizes that timely payment of GB's invoices is a material part of the consideration GB requires to perform the Services. Client will pay GB in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in GB's engagement letter and/or Cost & Fee Schedule. Invoices will be submitted by GB on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify GB within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) of the invoiced amount per month for any payment received by GB more than thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Should the Client's account, after payment default hereunder, be referred by GB to an attorney or collection agency for collection, the Client shall pay all of GB's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

Standard of Care/Warranty

Except as expressly set forth in this Agreement, GB makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage. Client and Client's contractors shall promptly notify GB of any actual or suspected defects in GB's Services to help GB take corrective measures. GB shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Services.

Safety

Client shall be obligated to inform GB of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. GB and its employees and/or subcontractors will be obligated to adhere to such procedures and regulations once notice has been given. Unless specifically provided in the Agreement, GB shall not have any responsibility for overall job safety for others at the work site. If in GB's opinion, its field personnel are unable to access required locations or perform required Services in conformance with applicable safety standards, GB may

immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, GB may in its discretion terminate its performance, in which event Client shall pay for Services and termination expenses as provided herein.

Insurance

GB shall procure and maintain at its own expense, during the term of its engagement with Client, insurance of the following types and amounts: commercial general liability, contractors' pollution liability, professional liability (Errors & Omissions) at limits of \$1,000,000 per occurrence and in the aggregate; automotive liability insurance with a combined single limit of \$1,000,000; and \$2,000,000 per occurrence and in the aggregate of umbrella coverage. GB shall furnish evidence of such coverage to Client upon request.

Indemnification

GB shall indemnify, defend and hold harmless Client and its officers, directors, employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, agents, representatives, affiliates and successors as a result of any and all third-party claims, demands, suits, causes of action, proceedings, judgments and liabilities for property damage and/or personal injury ("Claims") resulting from or arising out of GB's (i) breach of the engagement letter; and (ii) negligent acts, errors or omissions in the performance of Services under this agreement.

Client shall indemnify, defend and hold harmless GB and its officers, directors, employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by GB, its officers, directors, employees, agents, representatives, affiliates and successors, as a result of any and all Claims resulting from or arising out of Client's (i) breach of the engagement letter; and (ii) negligent acts, errors or omissions.

To the extent the Services include performance by GB of intrusive ground work, Client shall indemnify GB from and against any and all Claims, damages, losses and expenses (including reasonable legal expenses and attorneys' fees) resulting from or arising out of damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to GB prior to performance of the Services.

In no event shall Client and GB and their respective officers, directors, employees, agents, representatives, affiliates and successors be liable to each other or to anyone claiming by, through or under the Parties, including the Parties' respective insurers, for any lost, delayed and/or diminished

profits, revenues, or opportunities, or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever.

Limitation of liability

Under no circumstances will GB be liable to Client for any amount in excess of the total amount of fees paid by Client to GB for Services performed under this Agreement. Client agrees that any claim for damages filed against GB, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against GB or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

Dispute Resolution

If any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall occur, Client and GB shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussion does not result in resolution of the matter, the parties shall endeavor in good faith to resolve the matter via mediation. If the parties choose mediation either party may terminate the mediation at any time after the first session by written notice to the non-terminating party and mediator. The cost of the mediation shall be shared equally by the parties. The parties agree that the sole proper venue for the determination of any litigation arising under this Agreement shall be in a court of competent jurisdiction which is located in DuPage County, Illinois, and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled "Collection." Each party shall bear its own litigation costs and fees, including expert and attorneys' fees.

Contractual Limitations Period

Any claims of Client, whether based upon contract, tort, breach or warranty, or otherwise, shall be deemed waived unless written notice of such claim is received in writing by GB within one (1) year after Client knew or reasonably should have known of its existence.

Use of Reports/No Third-Party Reliance

All drafts, reports, forms, statements, certifications, opinions, advice and other documents generated in performance of the Services ("Documents") remain the sole property of GB until Client has made full payment therefore to GB. Any documents provided by GB to Client as part of the Services provided herein are provided for the sole and exclusive use of the client for specific application to the matter for which the Services are provided. Client shall not permit any third-party use of the above-referenced Documents without the express, written authorization of GB.

Disclosure

Client shall provide all studies, reports, data and other information in its control which may be relevant to performance of the Services. GB shall be entitled to use and rely upon all such information. Client accepts sole responsibility for errors in Services resulting from inaccurate or incomplete information supplied to GB.

Confidentiality

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that GB may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing GB's experience and qualifications to others.

Delays

If GB's Services are interrupted by circumstances beyond GB's control, Client shall compensate GB for the labor, equipment, and other costs GB incurs in order to maintain continuity of GB's project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate GB for the various costs GB incurs for demobilization and subsequent remobilization.

Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances

include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and GB shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible.

Termination

Either party may terminate this Agreement for convenience without penalty, by providing thirty (30) days prior written notice to the other party; provided, however, Client shall be responsible for paying all accrued and outstanding fees and expenses through the last day of GB's services, including all costs reasonably arising from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables (collectively, "Termination Costs"). Additionally, either Party may terminate this Agreement for cause if the other Party breaches any material representation, warranty or obligation contained in this Agreement, and such other Party fails to remedy such breach within thirty (30) days from the date it receives written notice of the breach from the non-breaching Party. Provided GB has not materially breached the Agreement, Client shall, within thirty (30) days from receipt of GB's termination invoice, pay GB's outstanding fees and expenses, including all Termination Costs.

Notice

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the designated address of the respective party.

Survival

All provisions of this Agreement allocating responsibility or liability between Client and GB shall survive the completion of Services described herein and termination of this Agreement.

Governing Law

Unless otherwise provided, the substantive law of Illinois will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

Entire Agreement

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and GB, by which all prior understandings and negotiations are superseded and replaced. This Agreement between Client and GB, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument. Terms and conditions, on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on GB unless agreed upon in writing by both Parties.

Gallagher Bassett Services, Inc.

Village of Coal City

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____