

7. Ordinance 20-19 Authorize Mayor to Enter Into a Loan Agreement
For the Purchase of a 2021 Ford Explorer Plus
Equipment for the Police Department

8. Resolution 20-30 Village Support of the ITEP (Illinois Department
of Transportation Enhancement Program) Grant

9. Authorize Mayor to Enter into an Agreement with NCICG (North Central
Illinois Council of Government) for the ITEP Grant

10. Report of Mayor

11. Report of Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 D. Togliatti

12. Report of Village Clerk

13. Report of Village Attorney

14. Report of Village Engineer

15. Report of Chief of Police

16. Report of Village Administrator

17. Adjourn

This meeting will be conducted by audio or video conference without a physically present quorum of the Coal City Village Board Board because of a disaster declaration related to COVID-19 public health concerns affecting the Village. The Mayor has determined that an in-person meeting with all participants at Village Hall, 515 S. Broadway, Coal City, Illinois is not practical or prudent because of the disaster. The Mayor, Village Trustees, Village Clerk, and Village Attorney will not be physically present at the Village Hall, if attendance is unfeasible due to the disaster. Physical public attendance at Village Hall may be limited or not feasible, so alternative arrangements for public access to participate and hear the meeting are set forth below.

Members of the public can participate in four ways:

1. Attend the meeting at the Village Hall, which will be open to the public for the meeting with appropriate social distancing safeguards in place.
2. Leave a voicemail comment in advance of the meeting by calling 815-634-8608. The prerecorded comment will be played during the virtual meeting up to a maximum of 3-minutes. The deadline to submit this voice mail is 12:00 p.m. on Tuesday, October 27, 2020.
3. Send an email to pnoffsinger@coalcity-il.gov. These emailed comments will be read by the Village Clerk up to a maximum of 3-minutes. The deadline to submit this is 12:00 p.m. on Tuesday, October 27 2020.
4. Participation in the meeting remotely via *Zoom* video conference. Space is limited and citizens must indicate they intend to participate in this manner by notifying the Village Clerk by 12:00 p.m. on Tuesday, October 27, 2020 and indicate whether they intend to participate in public comments. Participants will receive a maximum of 3 minutes for public comment at the meeting.

The meeting will also be audio recorded and made available to the public, as provided by law.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 28, 2020

RE: VARIANCE FOR 830 E DIVISION, HAIR BENDERS BEAUTY SALON

Doris Harrison, owner of Hair Benders Salon, would like to move her business to a newly purchased commercial property located at 830 E. Division. The utilization of this current residential structure for a hair salon IS an allowed permitted use. However, the lot is not a standard commercial lot for this C-3 zoned area. The lot currently possesses a "standards non-conformity." Non-conformities are to be eliminated or reduced when the activity changes. Ms. Harrison would like to change the residential use to a permitted commercial one. Thus, variance to the non-conformity reduction requirements is being brought forward because this lot possesses a total width on Division of 73.6 feet instead of the required frontage of 200 feet.

The available front yard and an area adjacent to the structure would be converted to offstreet parking, which is allowable within C-3 areas as well. This meeting was originally the subject of a public hearing that began on October 5th, which was continued until October 19th. During the first meeting the petitioner modified her original request to eliminate the attached garage along the east side of the property and allow for constituents to drive along both sides of the building. In addition, the petitioner has been speaking with neighbors and added guard rails to the design to provide additional safety and ensure no trespassing would occur upon adjacent properties.

The Zoning Board of Appeals did receive some comments from the neighbors on either side of this property. Due to their input, additional interior side yard was created with the demolition of the attached garage and the guard rails were implemented to create the barriers between the properties. This request was unanimously supported by the Board for adoption due to the changes the petitioner provided within her variance petition.

Recommendation:

Adopt Ordinance No. ____: Granting a Variance Concerning the Elimination of Non-Conformities Allowing the Standards Non-Conformities at this Property to Continue.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE TO ALLOW
NON-CONFORMITIES TO CONTINUE AT
830 E. DIVISION IN THE VILLAGE OF COAL CITY**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2020

Mfritz/planning and zoning board\ Ordinance for non conformity continuation at 830 E Division, Harrison Hair benders

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE TO ALLOW
NON-CONFORMITIES TO CONTINUE AT
830 E. DIVISION IN THE VILLAGE OF COAL CITY**

WHEREAS, an application for variance from 156.292 of the Village of Coal City Zoning Code ("Zoning Code") was filed by Doris Harrison ("applicant") on September 4, 2020 to allow standards non-conformities at the property to continue despite the planned change in usage of the C-3 commercial property; and

WHEREAS, a public hearing was noticed and began on October 5, 2020 until its continuation on October 19, 2020; and

WHEREAS, the Village of Coal City Planning and Zoning Board met on October 19, 2020, and considered passage of the variance request to the Board of Trustees; 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 finds as follows concerning the Variance for 830 E. Division Street:

- A. **Special Circumstances Not Found Elsewhere.** This property was previously zoned C-3 commercial by the Village of Coal City with the structure having already existed in its current placement on the lot of record.
- B. **Unnecessary Hardship.** The variance shall allow the peculiar requirement concerning the total required lot width which is not possible for this previously C-3 zoned lot to maintain its "standards non-conformity" while the structure shall be re-used for a permitted utilization within the commercial district.
- C. **Preserves Rights conferred by the District.** The activity the petitioner requests, i.e. a beauty shop, is a permitted use within C-3 district in which this property is located.

- D. **Necessary for Use of the Property.** The standards currently existing non-conformity shall render the property useless except for its existing non-conforming residential use without acquiring the necessary variance(s).
- E. **Consistency with the Local Area and Comprehensive Plan.** Allowing this non-conforming property to be utilized in this manner will allow the property to be utilized for a commercial purpose for which this district had been provided with appropriate zoning.
- F. **Minimum Variance Recommended.** The petitioner has submitted a land use plan that shall improve the property with fully compliant offstreet parking to accommodate the new retail utilization of this property.

Section 3. Description of the Property. The property is located at 830 E. Division in the Village of Coal City within a C-3 District.

Section 4. Public Hearing. A public hearing was advertised on September 16, 2020 in the Coal City Courant and held by the Planning and Zoning Board on October 5th as well as its continuation on October 19, 2020, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

Section 5. Variations. The variance requested in the September 4, 2020 Variance Application to the Zoning Code are granted as follows:

- A. A variance regarding the elimination of non-conformities shall be provided allowing the utilization of the property to change from its former non-confirming residential utilization to the permitted Beauty Shop utilization despite the front linear footage having less than the 200 feet of distance.

Section 6. Conditions. The variance is granted herein contingent and subject to the following conditions:

- A. The land shall be improved in the manner consistent with the land use plan submitted to include the demolition of the attached garage on the east side to allow for circulation around eth existing structure and the inclusion of barrier devices to separate the Beauty Shop from the properties on the adjacent east and west side of the property.

- B. The parking improvements shall include proper drainage according to applicable codes ensuring storm water controls shall not impede upon neighboring properties in a manner exceeding the present day condition.

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 _____, 2020, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: DORIS HARRISON

Address: 298 S Center St. Braewood Phone number: 815-600-0366

Owner represented by: Self Attorney NA

Contract purchaser Doris Harrison Other agent NA

Agents name L. Harrison Phone number: _____

Address: _____

Existing zoning: C3 Use of surrounding properties: North _____ South C5

East C3 West C3

What zoning change or variance: (specify) This Address is under the

required 200 ft of the Business street front. We are
currently at 73.6 feet. Installing parking lot in both
front, side, and rear of building for customer access.

To allow what use house is being turned into a hair salon.

Tax number of subject property: 06-35-461-005 and 06-35-461-022

Common address of property: 830 East Division St Coal City 60416

Parcel dimensions: 256.7' x 73.6' x 199' Lot area (sq. ft.) 17,358.56

Street frontage 73.6' Division St Coal City

Legal description The west 15 ft of lot 14, lot 15 and lot

16 in Block 18 in the Village of Eileen (except coal
and other minerals underlying said premises and the
right to mine and remove the same); in Grundy County, Ill

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.

Moris Harrison, 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 to before me on this 4 day of September, 2020.
Judith B. Hauch
Notary Public, State of Illinois
My Commission Expires 1/30/2022
Notary Public (Seal) Moris Harrison
Signature of Owner

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

Please note the number of pages attached. 2

FOR OFFICE USE ONLY

Case number	<u>ZA-318</u>	Location of hearing
Filing date	<u>9-4-20</u>	Village Hall
Hearing date	<u>10-5-20</u>	515 South Broadway
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois
Hearing time	<u>7pm</u>	

AFFIDAVIT RE: NOTICE TO ADJOINING PROPERTY OWNERS

The undersigned, Doris Harrison, being first duly sworn on oath, deposes and states as follows, to wit:

1. That I am the applicant, or the agent for the applicant, in zoning case #ZA- 318, now pending before the Zoning Board of Appeals of the Village of Coal City, Illinois.
2. That with respect to said Zoning Case, and pursuant to requirement. I have notified all owners of property adjacent to the property in question, as to the date, time and place of the public hearing to be conducted by the said Zoning Board of Appeals; and in conjunction therewith, I have included with said notification a copy of the zoning application heretofore filed in this matter.
3. That said notification was given to all such adjoining property owners, by letter, a copy of which is attached hereto and made a part hereof, which letter was sent by Certified Mail Return Receipt Requested or in another type of form showing receipt thereof.
4. That, further said notification was effective at least fifteen (15) but not more than (30) days prior to the said public hearing.
5. Following, is a list of the names and addresses of all such adjoining property owners, all of whom have been notified in the manner aforesaid; and attached hereto are the certified mailing receipts, or another type of form, evidencing such notification:
Residents of the following, 805 E Division st
810 E division st, 823 E division, 835 E division
840 E division st, All addresses are directly
contiguously related to the Above Address
6. That further notice was published in a newspaper of general circulation that is published in the Village at least fifteen (15) but not more than thirty (30) days before the scheduled date of the hearing and evidenced by a publishers certificate of publication a copy of which is attached hereto and made a part hereof.
7. In addition to the above requirements at least one sign was posted in the front yard of the affected property facing and visible from a public street and no further than thirty (30) feet from the right-of-way line.

Doris Harrison
Applicant
Agent for applicant

SUBSCRIBED and SWORN to before me,
this _____ day of _____, 20_____.

Notary Public

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 28, 2020

RE: FINAL APPROVAL OF FINANCING TERMS FOR THE PD FLEET CAR

The Village Board approved up to two cars for the departmental fleet within the current fiscal year. Due to austerity measures being utilized across all departments, the approval for the first unit was moved forward. Aside from a purchase being included within the budget, the purchase of the first unit was approved at the first meeting in June and then the terms for financing with Coal City bank a few meetings later.

With these approvals, loan documents were created and they have been provided via ordinance for your consideration. Due to the prior commitments a car was ordered by D'Orazio and awaits the Village to enter into an agreement with Coal City Bank to provide the cash for purchase and acquire the Explorer so all of its components may be installed.

A future Resolution determining which units may be made available for disposal will follow at an upcoming meeting.

Recommendation:

Adopt Ordinance No. ____: Authorizing Mayor Halliday to enter into a loan with the Coal City Bank in order to purchase a Police Squad for the fleet.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING A \$60,100.00 LOAN FROM BANK OF PONTIAC TO
THE VILLAGE OF COAL CITY AND EXECUTION OF A PROMISSORY NOTE IN
SAID AMOUNT TO FUND THE PURCHASE OF A 2021 FORD EXPLORER AND
ASSOCIATED EQUIPMENT**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City
on _____, 2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A \$60,100.00 LOAN FROM BANK OF PONTIAC TO THE VILLAGE OF COAL CITY AND EXECUTION OF A PROMISSORY NOTE IN SAID AMOUNT TO FUND THE PURCHASE OF A 2021 FORD EXPLORER AND ASSOCIATED EQUIPMENT

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, pursuant to Section 8-1-3.1 of the Illinois Municipal Code, 65 ILCS 5/8-1-3.1, the Village is authorized to borrow money from a bank or other financial institution, provided that such money shall be repaid within ten (10) years from the time the money is borrowed and that such loan is secured by a general obligation promissory note;

WHEREAS, on or about June 10, 2020, the Village President and Trustees (cumulatively, the "Corporate Authorities") found and determined that it is desirable and in the best interest of the Village to purchase a 2021 Ford Explorer (VIN 1FM5K8ACXMNA02625) and associated accessories and equipment making the vehicle suitable for use by the Coal City Police Department (cumulatively, the "Property");

WHEREAS, the Village is under contract to purchase the Property from D'Orazio Ford;

WHEREAS, the Village has insufficient funds on hand and lawfully available to purchase the Property;

WHEREAS, the Corporate Authorities now deem it advisable, necessary and in the best interest of the Village and its residents to finance the purchase of the Property for use by the police department in furtherance of public safety by borrowing from Bank of Pontiac Sixty Thousand One Hundred and No/100 Dollars (\$60,100.00) via a two-year loan bearing interest at a fixed rate of 3.0 % with principal and interest payable in two payments on the first and second anniversary of the closing date and known as Loan No. 90135 (the "Loan"), all as set forth more particularly in that certain Bank of Pontiac Commercial Promissory Note dated October 14, 2020 attached

hereto as **Exhibit A** and incorporated by reference as though fully set forth herein (the "Promissory Note");

WHEREAS, the acquisition of the Property is in furtherance of a valid and proper public and corporate purpose; and

WHEREAS, the Corporate Authorities of the Village hereby find and determine that it is advisable, necessary and in the best interest of the Village to approve the Loan and authorize the execution of the Promissory Note and other loan documents identified herein setting forth the terms and conditions associated with the Loan;

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. Determination to Borrow Funds. It is necessary and in the best interests of the Village to acquire the Property and for purposes of financing such acquisition, it is hereby authorized that funds be borrowed by the Village in an aggregate principal amount not to exceed the lesser of (i) Sixty Thousand One Hundred and No/100 Dollars (\$60,100.00) and (ii) an amount, when aggregated with the existing indebtedness of the Village, that does not exceed the debt limitation provided in Section 8-5-1 of the Illinois Municipal Code (65 ILCS 5/8-5-1), with a fixed interest rate not to exceed 3.0% and a repayment term of two (2) years, secured by a general obligation promissory note.

SECTION 3. Authorization.

A. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Promissory Note to the Bank of Pontiac, and to execute such other documents or perform such other acts in their discretion as may be reasonably necessary or convenient to carry out the intent of this Ordinance and give effect to the terms of the Promissory Note including, without limitation, a Loan Application, Business Loan Agreement, Commercial Security Agreement, Commercial Loan Settlement Statement, Agreement to Provide Insurance, Error and Omissions Compliance Agreement, Credit Affidavit and Request for Taxpayer Identification Number and Certification in substantially the form cumulatively attached hereto as **Exhibit B** (the "Loan Documents").

B. The Village Clerk is authorized and directed to execute, attest, countersign and affix the seal of the Village of Coal City to any and all Loan Documents, and any and all other documents necessary or convenient to carry out and give effect to the purpose and intent of this Ordinance.

C. The Village President, Village Clerk, Village Administrator, Village Treasurer and Village Attorney are hereby authorized and directed to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Ordinance.

SECTION 4. Resolution of Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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 6. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2020, at Coal City, Grundy and Will Counties, Illinois.

ADOPTED pursuant to a roll call vote as follows:

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED:

Terry Halliday, President

Attest:

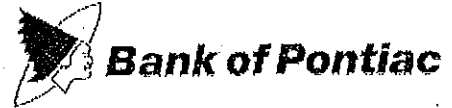
Pamela M. Noffsinger, Clerk

Exhibit A

PROMISSORY NOTE

[INSERTED ON FOLLOWING PAGES]

COMMERCIAL PROMISSORY NOTE



LOAN NUMBER	NOTE DATE	PRINCIPAL AMOUNT	LOAN TERM	MATURITY DATE
90135	October 14, 2020	\$60,100.00	24 months	October 15, 2022
LOAN PURPOSE: Purchase Equipment				

BORROWER INFORMATION

VILLAGE OF COAL CITY
515 S BROADWAY ST
COAL CITY, IL 60416-0000

NOTE. This Commercial Promissory Note will be referred to in this document as the "Note."

LENDER. "Lender" means Bank of Pontiac whose address is 300 W. Washington Street, P.O. Box 710, Pontiac, Illinois 61764, its successors, and assigns.

BORROWER. "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section who signs this Note.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on or before October 15, 2022 (the "Maturity Date"), the Borrower promises to pay the principal amount of Sixty Thousand One Hundred and 00/100 Dollars (\$60,100.00) and all interest on the outstanding principal balance and any other charges, including service charges; to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Note will be paid according to the following schedule: 1 payment of principal and interest in the amount of \$31,411.42 on October 15, 2021. The unpaid principal balance of this Note, together with all accrued interest and charges owing in connection therewith, shall be due and payable on October 15, 2022.

APPLICATION OF PAYMENTS. All payments received by the Lender from the Borrower for application to this Note may be applied to the Borrower's obligations under this Note in such order as determined by the Lender.

INTEREST.

Interest Rate and Scheduled Payment Changes. Interest will begin to accrue on the date of this Note. The interest rate on this Note will be fixed at 3.000 % per annum.

Compliance with Law. Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law.

Accrual Method. Interest on this Note is calculated on an Actual/365 day basis.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5% of the principal and interest portion of the amount past due, subject to a maximum charge of \$500.00 and a minimum charge of \$10.00.

PREPAYMENT PENALTY. This Note may be prepaid, in full or in part, at any time, without penalty.

SECURITY TO NOTE. Security (the "Collateral") for this Note is granted pursuant to the following security document(s):

- Security Agreement dated October 14, 2020.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments, and any other documents or agreements executed in connection with the indebtedness evidenced hereby this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents; (c) any default by Borrower under the terms of any other agreement between Lender and Borrower; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest, and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns, and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender.

DUTY TO NOTIFY. Borrower agrees to notify Lender if there is any change in the beneficial ownership information provided to Lender. Additionally, Borrower agrees to provide Lender with updated beneficial ownership information in the event there is any change in the beneficial ownership information provided to Lender.

ORAL AGREEMENTS DISCLAIMER. This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

GOVERNING LAW. This Note is governed by the laws of the state of Illinois except to the extent that federal law controls.

HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS' FEES AND OTHER COSTS. Borrower agrees to pay all of Lender's costs and expenses in connection with the enforcement of this Note including, without limitation, reasonable attorneys' fees, to the extent permitted by law.

WAIVER OF JURY TRIAL. All parties to this Note hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Note or any other instrument, document or agreement executed or delivered in connection with this Note or the Related Documents.

WARRANT OF ATTORNEY/CONFESSION OF JUDGMENT. In addition to any other remedies Lender may possess, Borrower knowingly, voluntarily and intentionally authorizes any attorney to appear on behalf of Borrower, from time to time, in any court of record possessing jurisdiction over this Note and to waive issuance and service of process and to confess judgment in favor of Lender against Borrower, for the unpaid principal, accrued interest, accrued charges, reasonable attorney fees and court costs and such other amount due under this Note.

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.

VILLAGE OF COAL CITY

By: TERRY HALLIDAY
Its: Mayor

LENDER: Bank of Pontiac

By: Nicoile Albrecht
Its: Assistant Vice President, Lending

Exhibit B

LOAN DOCUMENTS

[INSERTED ON FOLLOWING PAGES]

BUSINESS LOAN AGREEMENT



AGREEMENT DATE		
October 14, 2020		

BORROWER INFORMATION

VILLAGE OF COAL CITY
515 S BROADWAY ST
COAL CITY, IL 60416-0000

Type of Business Entity: Local Government
State of Organization/Formation: Illinois

AGREEMENT. This Business Loan Agreement will be referred to in this document as the "Agreement." This Agreement is made by Bank of Pontiac (Lender) and VILLAGE OF COAL CITY (Borrower). The consideration is the promises, representations, and warranties made in this Agreement and the Related Documents.

DEFINITIONS. These definitions are used in this Agreement.

"Collateral" means the Property that any Party to this Agreement or the Related Documents may pledge, mortgage, or give Lender a security interest in, regardless of where the Property is located and regardless of when it was or will be acquired, together with all replacements, substitutions, proceeds, and products of the Property.

"Events of Default" means any of the events described in the "Events of Default" section of this Agreement.

"Financial Statements" mean the balance sheets, earnings statements, and other financial information that any Party has, is, or will be giving to Lender.

"Indebtedness" means the Loan and all other loans and indebtedness of Borrower to Lender, including but not limited to Lender's payments of insurance or taxes, all amounts Lender pays to protect its interest in the Collateral, overdrafts in deposit accounts with Lender, and all other indebtedness, obligations, and liabilities of Borrower to Lender, whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising.

"Loan" means any loan or loans and all other indebtedness, obligations, and liabilities of Borrower to Lender, due or to become due, now existing or hereafter arising, as well as any and all amendments, modifications, extensions, and renewals thereof.

"Parties" means any Borrower signing this Agreement.

"Party" means any Borrower signing this Agreement.

"Property" means the Parties' assets, regardless of what kind of assets they are.

"Related Documents" means all documents, promissory notes, security agreements, leases, mortgages, deeds of trust, construction loan agreements, assignments of leases and rents, guaranties, pledges, and all other documents or agreements executed in connection with this Agreement as such documents may be modified, amended, substituted, or renewed from time to time. The term includes both documents existing at the time of execution of this Agreement and documents executed after the date of this Agreement.

BORROWER'S REPRESENTATIONS AND WARRANTIES. The statements made in this section will continue and remain in effect until all of the Indebtedness is fully paid to Lender. Each Borrower represents and warrants to Lender the following:

Borrower's Existence and Authority. Each Borrower is duly formed and in good standing under all laws governing the Borrower and the Borrower's business, and each Borrower executing this Agreement has the power and authority to execute this Agreement and the Related Documents and to bind that Borrower to the obligation created in this Agreement and the Related Documents.

Financial Information and Filing. All Financial Statements provided to Lender have been prepared and will continue to be prepared in accordance with generally accepted accounting principles, consistently applied, and fully and fairly present the financial condition of each Borrower, and there has been no material adverse change in Borrower's business, Property, or condition, either financial or otherwise, since the date of Borrower's latest Financial Statements. Each Borrower has filed all federal, state, and local tax returns and other reports and filings required by law to be filed before the date of this Agreement and has paid all taxes, assessments, and other charges that are due and payable prior to the date of this Agreement. Each Borrower has made reasonable provision for these types of payments that are accrued but not yet payable. The Borrower does not know of any deficiency or additional assessment not disclosed in the Borrower's books and records.

All financial statements or records submitted to Lender via electronic means, including, but not limited to, facsimile, open Internet communications or other telephonic or electronic methods, including, but not limited to, documents in Tagged Image Format Files ("TIFF") and Portable Document Format ("PDF") shall be treated as originals, and will be fully binding with full legal force and effect. Parties waive any right they may have to object to such treatment. Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the Party submitting such records.

Title and Encumbrances. Borrower has good title to all of the Borrower's assets. All encumbrances on any part of the Property were disclosed to Lender in writing prior to the date of this Agreement.

Compliance with General Law. Each Borrower is in compliance with and will conduct its business and use its assets in compliance with all laws, regulations, ordinances, directives, and orders of any level of governmental authority that has jurisdiction over the Borrower, the Borrower's business, or the Borrower's assets.

Environmental Laws. Each Borrower is in compliance with all applicable laws and rules of federal, state, and local authorities affecting the environment, as all have been or are amended.

No Litigation/No Misrepresentations. There are no existing or pending suits or proceedings before any court, government agency, arbitration panel, administrative tribunal, or other body, or threatened against Borrower that may result in any material adverse change in the Borrower's business, property, or financial condition, and all representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.

EVENTS OF DEFAULT. The occurrence of any of the following events will be an Event of Default.

Noncompliance with Lender Agreements. Default by Borrower under any provision of this Agreement, the Related Documents, or any other agreement with Lender.

False Statements. If a Party made or makes a false or misleading misrepresentation in this Agreement, in the Related Documents, in any supporting material submitted to Lender or to third parties providing reports to Lender, or in Financial Statements given or to be given to Lender.

Material Adverse Change. Any material adverse change in the Borrower's business, financial condition, or the Property has occurred or is imminent; if the full performance of the obligations of any Party is materially impaired; or if the Collateral and its value or Lender's rights with respect thereto are materially impaired in any way. The existence or reasonable likelihood of litigation, governmental proceeding, default, or other event that may materially and adversely affect a Party's business, financial condition, or the Property.

Insolvency or Liquidation. A Party voluntarily suspends transaction of its business or does not generally pay debts as they mature. If a Party has or will make a general assignment for the benefit of creditors or will file, or have filed against it, any petition under federal bankruptcy law or under any other state or federal law providing for the relief of debtors if the resulting proceeding is not discharged within thirty days after filing. If a receiver, trustee, or custodian is or will be appointed for a Party.

Default on Unrelated Debt. If Borrower materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated.

Judgments or Attachments. If there is entered against a Party a judgment that materially affects the Borrower's business, financial condition, or the Property, or if a tax lien, levy, writ of attachment, garnishment, execution, or similar item is or will be issued against the Collateral or which materially affects Borrower's business, financial condition, or the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismitted for thirty days after it was issued.

Collateral Impairment. Lender has a good-faith belief that Lender's rights in the Collateral are or will soon be impaired or that the Collateral itself is or soon will be impaired.

Termination of Existence or Change in Control. If Borrower or Borrower's business is sold or merged or if Borrower or Borrower's business suspends business or ceases to exist.

Insecurity. If Lender has a good-faith belief that any Party is unable or will soon be unable to perform that Party's duties under this Agreement or under the Related Documents.

Death. The death of an individual who is a Party, a partner in a partnership that is a Party, a member in a limited liability company that is a Party, an officer of a corporation that is a Party, or an individual of similar position in any other type of business organization that is a Party.

REMEDIES ON DEFAULT.

Remedies, No Waiver. The remedies provided for in this Agreement, the Related Documents, and by law are cumulative and not exclusive. Lender reserves the right to exercise some, all, or none of its rights and reserves the right to exercise any right at any time that Lender has the right, without regard to how much time has passed since the right arose. Lender may exercise its rights in its sole, absolute discretion.

Acceleration, Setoff. Upon an Event of Default, the Loan and the Indebtedness may, at Lender's sole option, be declared immediately due and payable. Lender may apply the Parties' bank accounts and any other property held by Lender against the Indebtedness.

ATTORNEYS' FEES AND OTHER COSTS. If legal proceedings are instituted to enforce the terms of this Agreement, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorneys' fees, to the extent permitted by law.

EXPENSES. The Parties agree to pay all of Lender's reasonable expenses incidental to perfecting Lender's security interests and liens, all insurance premiums, Uniform Commercial Code search fees, and all reasonable fees incurred by Lender for audits, inspection, and copying of the Parties' books and records. The Parties also agree to pay all reasonable costs and expenses of Lender in connection with the enforcement of Lender's rights and remedies under this Agreement, the Related Documents, and any other agreement between one or more Parties and Lender, and in connection with the preparation of all amendments, modifications, and waivers of consent with respect to this Agreement, including reasonable attorneys' fees.

GOVERNING LAW/PARTIAL ILLEGALITY. This Agreement and the Related Documents are and will be governed by, and the rights of the Parties will be determined by the laws of the state of Illinois except to the extent that federal law controls. If any part, term, or provision of this Agreement is determined to be illegal or in conflict with state or federal law, the validity of the remaining portion or provisions of this Agreement will not be affected, unless the stricken portion or provision adversely affects Lender's risk of realizing Lender's anticipated return, in which case Lender may, in its sole discretion, deem the Loan matured.

NOTICES. All notices required under this Agreement must be in writing and will be considered given: (i) on the day of personal delivery, or (ii) one business day after deposit with a nationally recognized overnight courier service, or (iii) three business days after deposit with the

United States Postal Service sent certified mail, return receipt requested. Any of these methods may be used to give notice. All notices must be sent to the party or parties entitled to notice at the addresses first set forth in this Agreement. Any Party may change its address for notice purposes on five days prior written notice to the other Parties.

INTEGRATION AND AMENDMENT. This Agreement and other written agreements among the Parties, including but not limited to the Related Documents, are the entire agreement of the Parties and will be interpreted as a group, one with the others. None of the Parties will be bound by anything not expressed in writing, and this Agreement cannot be modified except by a writing executed by those Parties burdened by the modification.

FURTHER ACTION. The Parties will, upon request of Lender, make, execute, acknowledge, and deliver to Lender the modified and additional instruments, documents, and agreements, and will take the further action that is reasonably required, to carry out the intent and purpose of this transaction.

CONTINUING EFFECT. Unless superseded by a later Business Loan Agreement, this Agreement will continue in full force and effect until all of the Parties' obligations to Lender are fully satisfied and the Loan and Indebtedness are fully repaid.

HEADINGS. All headings in this Agreement are included for reference only and do not have any effect on the interpretation of this Agreement.

COUNTERPARTS. This Agreement may be executed by the Parties using any number of copies of the Agreement. All executed copies taken together will be treated as a single Agreement.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

TRANSFERS. Borrower may not assign or transfer its rights or obligations under this Agreement without Lender's prior written consent. Lender may transfer its interest in Lender's sole discretion. Borrower waives all rights of offset and counterclaim Borrower has against Lender. The purchaser of a participation in the loan may enforce its interest regardless of any claims or defenses Borrower has against Lender.

JURISDICTION. The Parties agree to waive any objection to jurisdiction or venue on the ground that the Parties are not residents of Lender's locality. The Parties authorize any action brought to enforce the Parties' obligations to be instituted and prosecuted in any state court having jurisdiction or in the United States District Court for the District that includes Lender's location as set forth at the beginning of this Agreement. The Parties authorize Lender to elect the court at Lender's sole discretion.

WAIVER OF JURY TRIAL. All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the Related Documents.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Agreement, Borrower acknowledges reading, understanding and agreeing to all its provisions and receipt of a copy hereof.

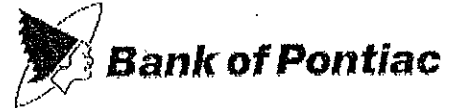
VILLAGE OF COAL CITY

By: TERRY HALLIDAY
Its: Mayor

LENDER: Bank of Pontiac

By: Nicole Albrecht
Its: Assistant Vice President, Lending

COMMERCIAL LOAN SETTLEMENT STATEMENT



LOAN NUMBER	AGREEMENT DATE
90135	October 14, 2020
COLLATERAL DESCRIPTION: 2021 Ford Explorer (Police Interceptor Utility)	

BORROWER INFORMATION
 VILLAGE OF COAL CITY
 515 S BROADWAY ST
 COAL CITY, IL 60416-0000

BORROWER. The term "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section.
LENDER. "Lender" is Bank of Pontiac whose address is 300 W. Washington Street, P.O. Box 710, Pontiac, Illinois 61764.

TOTAL LOAN AMOUNT	\$60,100.00
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SUMMARY OF LOAN-RELATED CHARGES - PAID AT CLOSING	
CHARGES PAID BY BORROWER AT CLOSING	
For Origination Fee to Bank of Pontiac	\$100.00
TOTAL	\$100.00
TOTAL CHARGES PAID AT CLOSING	\$100.00

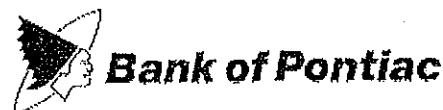
DISBURSEMENTS	
AMOUNT GIVEN DIRECTLY TO BORROWER	\$60,000.00
AMOUNTS PAID TO OTHERS ON BORROWERS BEHALF	
Origination Fee Paid to Bank of Pontiac	\$100.00
TOTAL FUNDS PAID TO OTHERS	\$100.00
TOTAL FUNDS DISBURSED	\$60,100.00
REMAINING FUNDS NOT DISBURSED	\$0.00

By signing this Settlement Statement, each Borrower acknowledges reading, understanding and receiving a copy of a completed copy of this statement.

VILLAGE OF COAL CITY

By: TERRY HALLIDAY
 Its: Mayor

COMMERCIAL SECURITY AGREEMENT



LOAN NUMBER	AGREEMENT DATE
90135	October 14, 2020

BORROWER INFORMATION

VILLAGE OF COAL CITY
515 S BROADWAY ST
COAL CITY, IL 60416-0000

COLLATERAL OWNER INFORMATION

VILLAGE OF COAL CITY
515 S BROADWAY ST
COAL CITY, IL 60416-0000

AGREEMENT. "Agreement" means this Commercial Security Agreement.

BORROWER. "Borrower" means VILLAGE OF COAL CITY.

DEBTOR. "Debtor" means VILLAGE OF COAL CITY.

LENDER. "Lender" means Bank of Pontiac whose address is 300 W. Washington Street, P.O. Box 710, Pontiac, Illinois 61764, its successors and assigns.

SECURITY INTEREST GRANT. Debtor, in consideration of the Obligations, hereby agrees to all of the terms of this Agreement and further hereby specifically grants Lender a continuing security interest in the Collateral. Debtor further grants Lender a security interest in the proceeds of said Collateral; the proceeds of hazard insurance and eminent domain or condemnation awards involving the Collateral; all products of, substitutions, replacements, and accessions to such Collateral or interests therein; any and all deposits or other sums at any time credited by or due from Lender to Debtor; and any and all instruments, documents, policies, and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property, and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder), owned by Debtor or in which Debtor has an interest which are now or at any time hereafter in possession or control of Lender, or in transit by mail or carrier to or from Lender, or in possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent or otherwise, or whether Lender has conditionally released the same. Debtor's grant of a continuing security interest in the Collateral secures to Lender the payment of all Obligations, including all renewals and extensions thereof, whether heretofore, now, or hereafter existing or arising and howsoever incurred or evidenced, whether primary, secondary, contingent, or otherwise.

DESCRIPTION OF COLLATERAL. The collateral covered by this Agreement (the "Collateral") is all of the Debtor's property described below which the Debtor now owns or may hereafter acquire or create and all proceeds and products thereof, whether tangible or intangible, including proceeds of insurance and which may include, but shall not be limited to, any items listed on any schedule or list attached hereto.

Titled Vehicle. "Titled Vehicle" consists of any and all vehicle(s) and all additions and accessions to the vehicle(s), and any replacements and substitutions of the vehicle(s). It also includes all documents of title related to the vehicle(s) as well as all products, rents, and proceeds of the vehicle(s).

TITLED VEHICLE DESCRIPTION:

- 2021 Ford Explorer, VIN IFM5K8ACXMNA02625

OBLIGATIONS. "Obligations" means any and all of Debtor's obligations to Lender, whether they arise under this Agreement or the note, loan agreement, guaranty, or other evidence of debt executed in connection with this Agreement, or under any other mortgage, trust deed, deed of trust, security deed, security agreement, note, lease, instrument, contract, document, or other similar writing heretofore, now, or hereafter executed by the Borrower to Lender, including any renewals, extensions and modifications thereof, and including oral agreements and obligations arising by operation of law. The Obligations include all interest and all of Lender's costs, fees, and expenses recoverable pursuant to this Agreement, any other agreement between the parties, or under applicable law, including all such costs, fees, and expenses that may arise after the filing of any petition by or against Borrower or Debtor under the Bankruptcy Code, irrespective of whether the Obligations do not accrue because of an automatic stay.

CROSS-COLLATERALIZATION. Debtor agrees that any security interest provided in Collateral under this Agreement or any Collateral provided in connection with any and all other indebtedness of Debtor to Lender, whether or not such indebtedness is related by class or claim and whether or not contemplated by the parties at the time of executing each evidence of indebtedness, shall act as Collateral for all said indebtedness. This cross-collateralization provision shall not apply to any Collateral that is/are household goods or a principal dwelling.

FUTURE ADVANCES AND AFTER-ACQUIRED PROPERTY. Future advances may be made at any time by the Lender under this Agreement to the extent allowed by law. The security interest grant contained in this Agreement also applies to any Collateral of the type(s)

identified in this Agreement that the Debtor acquires after this Agreement is executed, except that no security interest attaches to after-acquired consumer goods unless the Debtor acquires rights in such goods within 10 days of Lender giving value. In anticipation of future advances by Lender, the Debtor authorizes Lender to file any necessary financing statements to protect Lender's security interest.

RELATED DOCUMENTS. "Related Documents" means all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents, and any other documents or agreements executed in connection with this Agreement whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Agreement by reference thereto, with the same force and effect as if fully set forth herein.

GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS. Debtor represents, warrants, and covenants the following:

Debtor's Existence and Organization. Debtor is fully formed and in good standing under all laws governing Debtor and Debtor's business. Debtor has or will provide Lender with documentation regarding Debtor's state of organization or formation, and Debtor further warrants that Debtor will not change Debtor's state of organization or formation without Lender's prior written consent. Debtor will assist Lender with any changes to any documents, filings, or other records resulting or required by any change in the Debtor's state of organization or formation. The execution of this Agreement will not create any breach of any provision of the Debtor's organizational documents.

Authority. Debtor has the power and authority to execute this Agreement and the Related Documents and to bind Debtor to the obligations created in this Agreement and the Related Documents. The execution of this Agreement will not create any breach of any other agreement to which the Debtor is or may become a party. Debtor has obtained all licenses, permits, and the like which Debtor is required by law to file or obtain, and all such taxes and fees for such licenses and permits required to be paid have been paid in full.

Debtor's Name. Debtor will not conduct business under any name other than that given at the beginning of this Agreement, nor change, nor reorganize the type of business entity as described, except upon the prior written approval of Lender, in which event the Debtor agrees to execute any documentation of whatsoever character or nature required by Lender for filing or recording, at the Debtor's expense, before such change occurs.

Business Address. Debtor will keep all records of account, documents, evidence of title, and all other documentation regarding its business and the Collateral at the address specified at the beginning of this Agreement, unless notice thereof is given to Lender at least ten (10) days prior to the change of any address for the keeping of such records.

Title. Debtor has or will acquire free and clear title to all of the Collateral, unless otherwise provided herein. All of the Collateral exists and is or will be actual property of the Debtor.

No Encumbrances or Transfer of Collateral. Debtor will not allow or permit any lien, security interest, adverse claim, charge, or encumbrance of any kind against the Collateral or any part thereof without Lender's prior written consent. Except as otherwise provided under this Agreement, Debtor will not, without Lender's prior written consent, sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral or any part thereof or any interest therein nor will Debtor offer to sell, assign, transfer, lease, charter, encumber, hypothecate, or dispose of the Collateral or any part thereof or any interest therein.

Priority. The security interest granted to Lender shall be a first security interest unless Lender specifically agrees otherwise, and Debtor will defend the same against the claims and demands of all persons.

Facilitation of Security Interest. Debtor will fully cooperate in placing, perfecting, and maintaining Lender's lien or security interest against or in the Collateral and Debtor agrees to take whatever actions requested by Lender to perfect and continue Lender's security interest in the Collateral. Debtor specifically authorizes the Lender to file the necessary financing statements to perfect the Lender's security interest in the Collateral.

Location of Collateral. All of the Collateral is located in the state where the Debtor is located, as identified in this Agreement, unless otherwise certified to and agreed to by Lender, or, alternatively, is in possession of the Lender. Debtor will not remove or change the location of any Collateral without Lender's prior written consent and will allow the Lender to inspect the Collateral upon reasonable request.

Use of Collateral. Debtor will use the Collateral only in the conduct of its own business, in a careful and proper manner. Debtor will not use the Collateral or permit it to be used for any unlawful purpose.

Good Condition and Repair. Debtor will, at all times, maintain the Collateral in good condition and repair.

Financial Information and Filing. All financial information and statements delivered by Debtor to Lender have been prepared in accordance with generally accepted accounting principles consistently applied, and fully and fairly present the financial condition of Debtor and there has been no material adverse change in Debtor's business, Collateral, or condition, either financial or otherwise, since Debtor last submitted any financial information to Lender. Debtor has filed all federal, state and local tax returns and other reports and filings required by law to be filed before the date of this Agreement and has paid all taxes, assessments, and other charges that are due and payable prior to the date of this Agreement. Debtor has made reasonable provision for these types of payments that are accrued but not yet payable. Debtor does not know of any deficiency or additional assessment not disclosed in the Debtor's books and records.

No Litigation. There are no existing or pending suits or proceedings, including set-off or counterclaim, which are threatened or pending against Debtor which may result in any material adverse change in Debtor's financial condition or which might materially affect any of the Collateral. Debtor will promptly notify Lender in writing of all threatened and actual litigation, governmental proceedings, default, and every other occurrence that may have a material adverse effect on Debtor's business, financial condition, or the Collateral.

No Misrepresentations. All representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.

INSURANCE. The Debtor agrees that it will, at its own expense, fully insure the Collateral against all loss or damage for any risk of whatsoever nature in such amounts, with such companies, and under such policies as shall be satisfactory to the Lender. All policies shall expressly provide that the Lender shall be the loss payee or, alternatively, if requested by Lender, mortgagee. The Lender is granted a security interest in the proceeds of such insurance and may apply such proceeds as it may receive toward the payment of the Obligations, whether or not due, in such order as the Lender may in its sole discretion determine. The Debtor agrees to maintain, at its own expense, public liability and property damage insurance upon all its other property, to provide such policies in such form as the Lender may approve, and to furnish the Lender with copies of other evidence of such policies and evidence of the payments of the premiums thereon. All policies of insurance shall provide for a minimum 30 days' written notice of cancellation to Lender. At the request of Lender, such policies of insurance shall be delivered to and held by Lender. Debtor agrees that Lender is authorized to act as attorney for Debtor in obtaining, adjusting, settling, and canceling such insurance and endorsing any drafts or instruments issued or connected with such insurance. Debtor specifically authorizes Lender to disclose information obtained in conjunction with this Agreement and from policies of insurance to prospective insurers of the Collateral. If the Debtor at any time fails to obtain or to maintain any of the insurance required above or pay any premium in whole or in part relating thereto, the Lender, without waiving any default hereunder, may make such payment or obtain such policies as the Lender, in its sole discretion, deems advisable to protect the Debtor's property. All costs incurred by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges thereby incurred, shall become a part of the Obligations and shall be payable on demand.

ADDITIONAL COLLATERAL. In the event that Lender should, at any time, determine that the Collateral or Lender's security interest in the Collateral is impaired, insufficient, or has declined or may decline in value, or if Lender should deem that payment of the Obligations is insecure, time being of the very essence, then Lender may require, and Debtor agrees to furnish, additional Collateral that is satisfactory to Lender. Lender shall provide notice as provided for in this Agreement to Debtor regarding additional Collateral. Lender's request for additional Collateral shall not affect any other subsequent right of Lender to request additional Collateral.

FINANCING STATEMENT(S) AND LIEN PERFECTION. Lender is authorized to file a conforming financing statement or statements to perfect its security interest in the Collateral, as provided in Revised Article 9, Uniform Commercial Code - Secured Transactions. Debtor agrees to provide such information, supplements, and other documents as Lender may from time to time require to supplement or amend such financing statement filings, in order to comply with applicable state or federal law and to preserve and protect the Lender's rights in the Collateral. The Debtor further grants the Lender a power of attorney to execute any and all documents necessary for the Lender to perfect or maintain perfection of its security interest in the Collateral, and to change or correct any error on any financing statement or any other document necessary for proper placement of a lien on any Collateral which is subject to this Agreement.

LANDLORD'S WAIVER. Upon request, Debtor shall furnish to Lender, in a form and upon such terms as are acceptable to Lender, a landlord's waiver of all liens with respect to any Collateral covered by this Agreement that is or may be located upon leased premises.

RELATIONSHIP TO OTHER AGREEMENTS. This Agreement and the security interests (and pledges and assignments, as applicable) herein granted are in addition to (and not in substitution, novation or discharge of) any and all prior or contemporaneous security agreements, security interest, pledges, assignments, mortgages, liens, rights, titles, or other interests in favor of Lender or assigned to Lender by others in connection with the Obligations. All rights and remedies of Lender in all such agreements are cumulative.

TAXES, LIENS, ETC. The Debtor agrees to pay all taxes, levies, judgments, assessments, and charges of any nature whatsoever relating to the Collateral or to the Debtor's business. If the Debtor fails to pay such taxes or other charges, the Lender, at its sole discretion, may pay such charges on behalf of the Debtor; and all sums so dispensed by the Lender, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall become a part of the Obligations and shall be payable on demand.

ENVIRONMENTAL HAZARDS. Debtor certifies that the Collateral has never been, and so long as this Agreement continues to be a lien on the Collateral, never will be used in violation of any local, state or federal environmental laws, statutes or regulations or used for the generation, storage, manufacture, transportation, disposal, treatment, release or threatened release of any hazardous substances and Debtor will immediately notify Lender in writing of any assertion made by any party to the contrary. Debtor indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from any liability or expense of whatsoever nature, including reasonable attorneys' fees, incurred directly or indirectly as a result of Debtor's involvement with hazardous or environmentally harmful substances as may be defined or regulated as such under any local, state or federal law or regulation or otherwise resulting from a breach of this provision of this Agreement.

PROTECTION OF COLLATERAL. Debtor agrees that Lender may, at Lender's sole option, whether before or after any event of default, and without prior notice to Debtor, take the following actions to protect Lender's interest in the Collateral: (a) pay for the maintenance, preservation, repair, improvement, or testing of the Collateral; (b) pay any filing, recording, registration, licensing, certification, or other fees and charges related to the Collateral; or (c) take any other action to preserve and protect the Collateral or Lender's rights and remedies under this Agreement, as Lender may deem necessary or appropriate from time to time. Debtor agrees that Lender is not obligated and has no duty whatsoever to take the foregoing actions. Debtor further agrees to reimburse Lender promptly upon demand for any payment made or any expenses incurred by Lender pursuant to this authorization. Payments and expenditures made by Lender under this authorization shall constitute additional Obligations, shall be secured by this Agreement, and shall bear interest thereon from the date incurred at the maximum rate of interest, including any default rate, if one is provided, as set forth in the notes secured by this obligation.

INFORMATION AND REPORTING. The Debtor agrees to supply to the Lender such financial and other information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. The Debtor further agrees to permit the Lender, its employees, and agents, to have access to the Collateral for the purpose of inspecting it, together with all of the Debtor's other physical assets, if any, and to permit the Lender, from time to time, to verify Accounts, if any, as well as to inspect, copy, and to examine the books, records, and files of the Debtor.

DEFAULT. The occurrence of any of the following events shall constitute a default of this Agreement: (a) the non-payment, when due (whether by acceleration of maturity or otherwise), of any amount payable on any of the Obligations or any extension or renewal thereof; (b) the failure to perform any agreement of the Debtor contained herein or in any other agreement Debtor has or may have with Lender; (c) the publication of any statement, representation, or warranty, whether written or oral, by the Debtor to the Lender, which at any time is untrue in any respect as of the date made; (d) the condition that any Debtor becomes insolvent or unable to pay debts as they mature, or makes an assignment for the benefit of the Debtor's creditors, or conveys substantially all of its assets, or in the event of any proceedings instituted by or against any Debtor alleging that such Debtor is insolvent or unable to pay debts as they mature (failure to pay being conclusive evidence of inability to pay); (e) Debtor makes application for appointment of a receiver or any other legal custodian, or in the event that a petition of any kind is filed under the Federal Bankruptcy Code by or against such Debtor and the resulting proceeding is not discharged within thirty days after filing; (f) the entry of any judgment against any Debtor, or the issue of any order of attachment, execution, sequestration, claim and delivery, or other order in the nature of a writ levied against the Collateral; (g) the death of any Debtor who is a natural person, or of any partner of any Debtor that is a partnership; (h) the dissolution, liquidation, suspension of normal business, termination of existence, business failure, merger, or consolidation or transfer of a substantial part of the property of any Debtor which is a corporation, limited liability company, partnership, or other non-individual business entity; (i) the Collateral or any part of the Collateral declines in value in excess of normal wear, tear, and depreciation or becomes, in the judgment of Lender, impaired, unsatisfactory, or insufficient in character or value, including but not limited to the filing of a competing financing statement; breach of warranty that the Debtor is the owner of the Collateral free and clear of any encumbrances (other than those encumbrances disclosed by Debtor or otherwise made known to Lender, and which were acceptable to Lender at the time); sale of the Collateral (except in the ordinary course of business) without Lender's express written consent; failure to keep the Collateral insured as provided herein; failure to allow Lender to inspect the Collateral upon demand or at reasonable time; failure to make prompt payment of taxes on the Collateral; loss, theft, substantial damage, or destruction of the Collateral; and, when Collateral includes inventory, accounts, chattel paper, or instruments, failure of account debtors to pay their obligations in due course; or (j) the Lender in good faith, believes the Debtor's ability to repay the Debtor's indebtedness secured by this Agreement, any Collateral, or the Lender's ability to resort to any Collateral, is or soon will be impaired, time being of the very essence.

REMEDY. Upon the occurrence of an event of default, Lender, at its option, shall be entitled to exercise any one or more of the remedies described in this Agreement, in all documents evidencing the Obligations, in any other agreements executed by or delivered by Debtor for benefit of Lender, in any third-party security agreement, mortgage, pledge, or guaranty relating to the Obligations, in the Uniform Commercial Code of the state of Illinois. The Debtor agrees that, whenever a default exists, all Obligations may (notwithstanding any provision in any other agreement), at the sole option and discretion of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable; and the Lender may exercise, from time to time, any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Debtor agrees, in the case of default, to assemble, at its own expense, all Collateral at a convenient place acceptable to the Lender. The Lender shall, in the event of any default, have the right to take possession of and remove the Collateral, with or without process of law, and in doing so, may peacefully enter any premises where the Collateral may be located for such purpose. Debtor waives any right that Debtor may have, in such instance, to a judicial hearing prior to such retaking. The Lender shall have the right to hold any property then in or upon said Collateral at the time of repossession not covered by the security agreement until return is demanded in writing by Debtor. The Lender may sell, lease, or otherwise dispose of the Collateral, by public or private proceedings, for cash or credit, without assumption of credit risk. Unless the Collateral is perishable or threatens to decline speedily in value or of a type customarily sold on a recognized market, Lender will send Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition will be made. Any notification of intended disposition of the Collateral by the Lender shall be deemed to be reasonable and proper if sent United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means to the Debtor at least ten (10) days before such disposition, and addressed to the Debtor either at the address shown herein or at any other address provided to Lender in writing for the purpose of providing notice. Proceeds received by Lender from disposition of the Collateral may be applied toward Lender's expenses and other obligations in such order or manner as Lender may elect. Debtor shall be entitled to any surplus if one results after lawful application of the proceeds. If the proceeds from a sale of the Collateral are insufficient to extinguish the Obligations, the parties obligated thereon shall be liable for a deficiency. Lender shall have the right, whether before or after default, to collect and receipt for, compound, compromise, and settle, and give releases, discharges, and acquittances with respect to, any and all amounts owed by any person or entity with respect to the Collateral. Lender may remedy any default and may waive any default without waiving the default remedied and without waiving any other prior or subsequent default. The rights and remedies of the Lender are cumulative, and the exercise of any one or more of the rights or remedies shall not be deemed an election of rights or remedies or a waiver of any other right or remedy.

EXERCISE OF LENDER'S RIGHTS. Any delay on the part of the Lender in exercising any power, privilege, or right hereunder, or under any other document executed by Debtor to the Lender in connection herewith, shall not operate as a waiver thereof, and no single or partial exercise thereof or any other power, privilege, or right shall preclude other or further exercise thereof. The waiver by the Lender of any default of the Debtor shall not constitute a waiver of subsequent default.

CONTINUING AGREEMENT. This is a continuing agreement and the security interest (and pledge and assignment, as applicable) hereby granted and all of the terms and provisions of this Agreement shall be deemed a continuing agreement and shall remain in full force and effect until the Obligations are paid in full. In the event that Lender should take additional Collateral, or enter into other security agreements, mortgages, guarantees, assignments, or similar documents with respect to the Obligations, or should Lender enter into other such agreements with respect to other obligations of Debtor, such agreements shall not discharge this Agreement, which shall be construed as cumulative and continuing and not alternative and exclusive.

Any attempted revocation or termination shall only be effective if explicitly confirmed in a signed writing issued by Lender to such effect and shall in no way impair or affect any transactions entered into or rights created or liabilities incurred or arising prior to such revocation or termination, as to which this Agreement shall be truly operative until same are repaid and discharged in full. Unless otherwise required by applicable law, Lender shall be under no obligation to issue a termination statement or similar document unless Debtor requests same in writing, and providing further, that all Obligations have been repaid and discharged in full and there are no commitments to make advances, incur any obligations, or otherwise give value.

ABSENCE OF CONDITIONS OF LIABILITY. This Agreement is unconditional. Lender shall not be required to exhaust its remedies against Debtor, other collateral, guarantors, or any third party, or pursue any other remedies within Lender's power before being entitled to exercise its remedies hereunder. Lender's rights to the Collateral shall not be altered by the lack of validity or enforceability of the Obligations against Debtor, and this Agreement shall be fully enforceable irrespective of any counterclaim which the Debtor may assert on the underlying debt and notwithstanding any stay, modification, discharge, or extension of Debtor's Obligation arising by virtue of Debtor's insolvency, bankruptcy, or reorganization, whether occurring with or without Lender's consent.

NOTICES. Any notice or demand given by Lender to Debtor in connection with this Agreement, the Collateral, or the Obligations, shall be deemed given and effective upon deposit in the United States mail, postage prepaid, electronic mail, facsimile, overnight delivery or other commercially reasonable means addressed to Debtor at the address designated at the beginning of this Agreement, or such other address as Debtor may provide to Lender in writing from time to time for such purposes. Actual notice to Debtor shall always be effective no matter how such notice is given or received.

WAIVERS. Debtor waives notice of Lender's acceptance of this Agreement, defenses based on suretyship, and to the fullest extent permitted by law, any defense arising as a result of any election by Lender under the Bankruptcy Code or the Uniform Commercial Code. Debtor and any maker, endorser, guarantor, surety, third-party pledgor, and other party executing this Agreement that is liable in any capacity with respect to the Obligations hereby waive demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other similar notice whatsoever. Debtor further waives any defense arising by reason of a disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party.

WAIVER OF JURY TRIAL. All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the Related Documents.

JOINT AND SEVERAL LIABILITY. To the extent permitted by law, each Debtor executing this Agreement is jointly and severally bound.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, in the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity and shall be severed from the rest of this Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Agreement shall be binding on all heirs, executors, administrators, assigns, and successors of Debtor.

ASSIGNABILITY. Lender may assign, pledge, or otherwise transfer this Agreement or any of its rights and powers under this Agreement without notice, with all or any of the Obligations, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Debtor may not assign this Agreement or any benefit accruing to it hereunder without the express written consent of the Lender.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Debtor agrees to pay all of Lender's costs, fees, and expenses arising out of or related to the enforcement of this Agreement or the relationship between the parties. Included in the fees that Lender may recover from Debtor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All costs and expenses Lender is entitled to recover shall accrue interest at the highest rate set forth in any of the Related Documents.

GOVERNING LAW. This Agreement has been delivered in the State of Illinois and shall be construed in accordance with the laws of that state.

HEADINGS AND GENDER. The headings preceding text in this Agreement are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require.

COUNTERPARTS. This Agreement may be executed by the parties using any number of copies of the Agreement. All executed copies taken together will be treated as a single Agreement.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of all obligations of Debtor.

INTERPRETATION AND CONSTRUCTION. Except as otherwise defined in this Agreement, all terms herein shall have the meanings provided by the Uniform Commercial Code as it has been adopted in the state of Illinois. Any ambiguities between this Agreement and any loan agreement executed by the Debtor in conjunction with this Agreement shall be resolved using the provisions of the loan agreement, to the extent necessary to eliminate any such ambiguity.

RELEASE OF LIABILITY. Debtor releases Lender from any liability which might otherwise exist for any act or omission of Lender related to the collection of any debt secured by this Agreement or the disposal of any Collateral, except for the Lender's willful misconduct.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Agreement, Debtor acknowledges reading, understanding, and agreeing to all its provisions and receipt of a copy hereof.
VILLAGE OF COAL CITY

By: TERRY HALLIDAY
Its: Mayor

LENDER: Bank of Pontiac

By: Nicolle Albrecht
Its: Assistant Vice President, Lending

AGREEMENT TO PROVIDE INSURANCE



LOAN NUMBER	AGREEMENT DATE	
90135	October 14, 2020	

BORROWER INFORMATION

VILLAGE OF COAL CITY
515 S BROADWAY ST
COAL CITY, IL 60416-0000

INSURANCE COMPANY INFORMATION

SINGULAR AND PLURAL TERMS. In the provisions hereof, the use of the terms "Borrower" and "Policy" shall be construed in the singular and plural whether or not there are one or more borrowers, collateral owners or policies; whenever used, the singular shall include the plural, the plural, the singular.

GENERAL TERMS AND PROVISIONS. The Borrower has entered into a credit transaction with Bank of Pontiac whose address is 300 W. Washington Street, P.O. Box 710, Pontiac, Illinois 61764 ("Lender"), identified by the above note number, which is secured by collateral owned by the Borrower. The Borrower is required to keep and maintain insurance coverage on the collateral identified in the Insured Collateral Information section for the entire term of the loan. Borrower has arranged for the required insurance through _____ and will instruct its Agent to send to Lender notice of any change in coverage or cancellation of the Policy at least 30 days prior to such change or cancellation. Borrower further understands that the insurance policy must name Lender as loss payee or at Lender's request, as mortgagee.

If for any reason the Borrower fails to maintain such insurance, Lender may, in its sole discretion, secure insurance to protect its interest and may add the premium and any financing charge to Borrower's loan balance. Borrower acknowledges that this insurance does not provide bodily injury and property damage liability insurance coverage, and does not comply with any financial responsibility or no-fault insurance laws.

INSURED COLLATERAL INFORMATION. The Borrower agrees to insure the following collateral with the coverages indicated:

- Titled Vehicle with the following description: 2021 Ford Explorer, VIN 1FM5K8ACXMNA02625

COLLATERAL PROTECTION INSURANCE NOTICE. Unless Collateral Owner provides Lender with evidence of the insurance coverage required by Borrower's Agreement with Lender, Lender may purchase insurance at Borrower's expense to protect its interest in this collateral. This insurance may, but need not, protect Collateral Owner's interests. The coverage that Lender purchases may not pay any claim that Collateral Owner may make or any claim that is made against Collateral Owner in connection with the collateral. Collateral Owner may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Collateral Owner has obtained insurance as required by this agreement. If Lender purchases insurance for the collateral, Collateral Owner will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Collateral Owner may be able to obtain on its own.

By signing this Agreement to Provide Insurance, the Borrower acknowledges reading, understanding, and agreeing to all its provisions, and receiving a copy of this Notice on the date shown below.

VILLAGE OF COAL CITY

By: TERRY HALLIDAY
Its: Mayor

LENDER: Bank of Pontiac

By: Nicolle Albrecht
Its: Assistant Vice President, Lending

**ERROR AND OMISSIONS COMPLIANCE
AGREEMENT**



LOAN NUMBER	DATE	
90135	October 14, 2020	

BORROWER INFORMATION

VILLAGE OF COAL CITY
515 S BROADWAY ST
COAL CITY, IL 60416-0000

LENDER. "Lender" means Bank of Pontiac whose address is 300 W. Washington Street, P.O. Box 710, Pontiac, Illinois 61764, its successors and assigns.

BORROWER. "Borrower" means VILLAGE OF COAL CITY.

In consideration of all loans and other financial accommodations from Lender to Borrower, the undersigned hereby agree upon request by Lender or its agent to fully cooperate and take any and all steps and actions deemed necessary or desirable, in the reasonable discretion of Lender, to modify, amend, revise, or otherwise adjust any and all loan documents to resolve any errors or omissions or to ensure compliance with any applicable law, regulation, rule, or ordinance.

The undersigned agree to comply with all above noted requests by Lender within 30 days from date of mailing of said requests. The undersigned agree to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees, and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned do hereby so agree and covenant in order to assure that this loan documentation executed this date will allow for attachment and perfection of a security interest in any and all collateral pledged.

By signing this Error and Omissions Compliance Agreement, the undersigned acknowledge reading, understanding, and agreeing to all its provisions.

VILLAGE OF COAL CITY

By: TERRY HALLIDAY
Its: Mayor

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 28, 2020

RE: COAL CITY 2020 ITEP APPLICATION

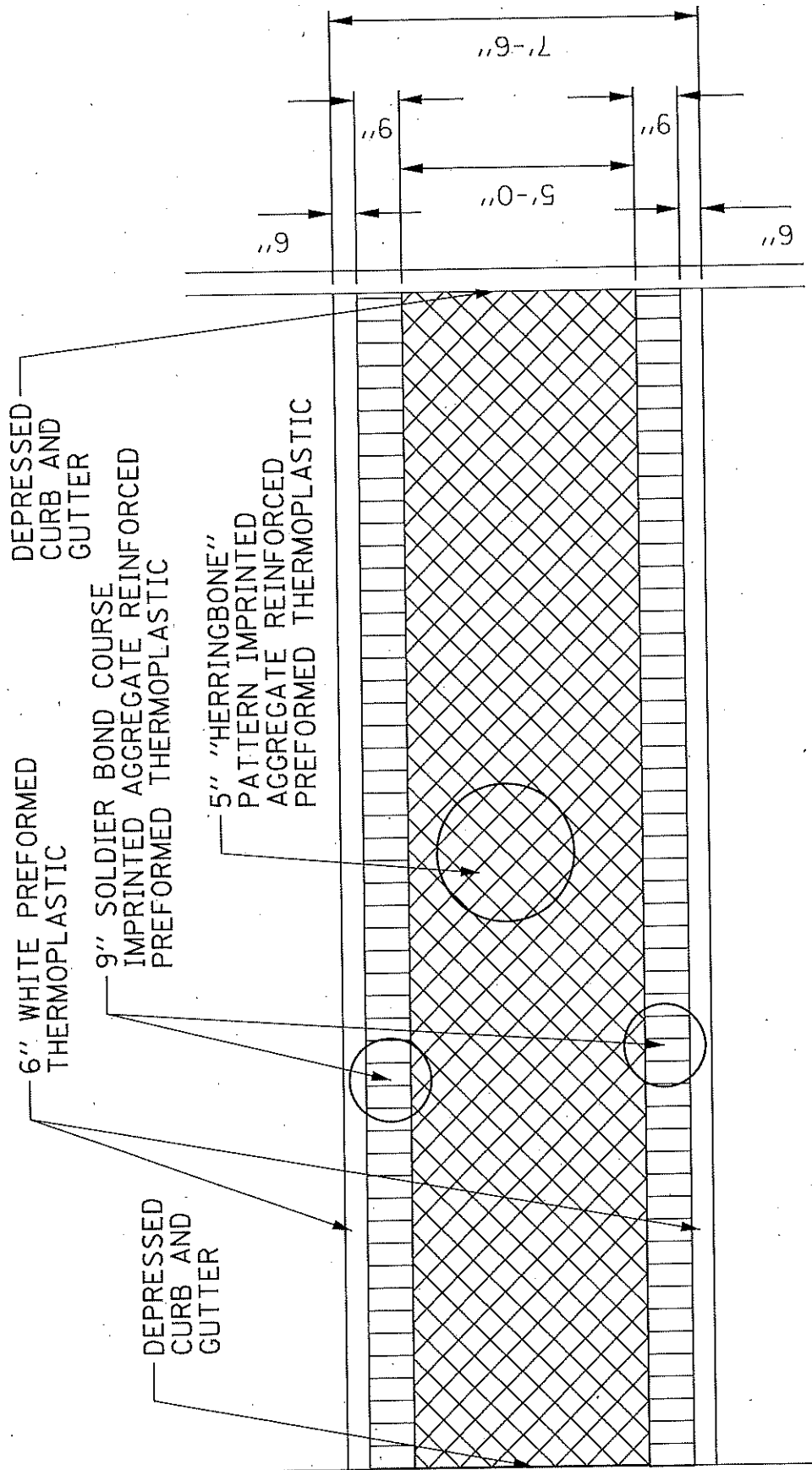
The Village of Coal City attempted to maximize total federal funding with its Reconstruction plan for S. Broadway. The 80% federal funding could not exceed \$4.5 million, which caused certain streetscaping improvements to be dropped from the original project in hopes of augmenting the Reconstruction Project with possible Illinois Transportation Enhancement Project (ITEP) proceeds. The State of Illinois is making a call for ITEP projects and NCICG has been assisting the Village to complete this grant application process. Their fee for assisting with the grant application is \$2,000. Kevin Lindeman, the Director of NCICG and the Project Leader, Emily Byrne will be in attendance to discuss the project with the Village Board.

In order to qualify, the project must contain a transportation element. In addition to the four stamped asphalt crosswalks that had been included with the project, there were 17 other locations that had been dropped due to the fiscal constraints. In addition, the public art streetscaping components were consistent Illinois Arts Council project subjects, but the funding for this department continues to dwindle as the State prioritizes its spending. Through the work of lining up the streetscape project with Illinois Arts Council the local Illinois artists – Rick Romero along with Dante DiBartolo (originally of Coal City) and Jim Bachor were identified as being qualified Illinois artists.

This grant application requires the Village to pledge 20% of the total project while the remainder will come from the State of Illinois. These applications are due next week and the physical work to install all of the streetscaping would not be expected until the Spring of 2022. The Village submitted an application in 2017 that was denied. Upon being awarded with this application, the Village's existing tornado sculpture would be installed as well. Enclosed are the cut sheets for what streetscape would take place in each location. The new crosswalks have 16 locations listed; Walnut should have one more leg of the intersection as well to create 17 locations.

Recommendation:

- 1.) Adopt Resolution No. ____; Supporting the 2020 ITEP application providing 20% funding for the entire project.
- 2.) Authorize Mayor Halliday to enter into an agreement with NCICG to complete the grant application for a cost of \$2,000.



PAVEMENT IMPRINTING DETAIL

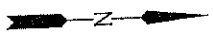
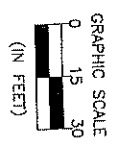
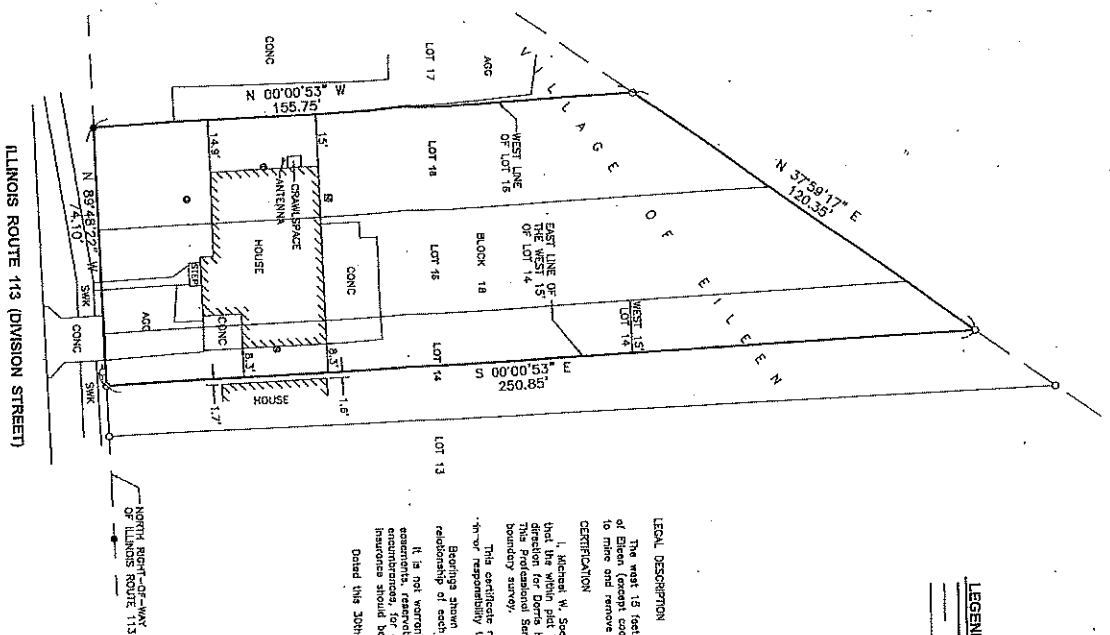
Broadway Street
Estimated Cost for Pavement Imprinting for Crosswalk Improvements
October 12, 2020

Street/Leg	Length (Ft)	Width (Ft)	Area (SY)
Walnut Street			
North	37	6	25
East	23	6	15
West	23	6	15
Chestnut Street			
North	37	6	25
South	37	6	25
East	22	6	15
West	22	6	15
Park Street			
East	21	7	16
Center Street			
West	27	6	18
Willow Street			
East	20	7	16
West	24	6	16
Oak Street			
East	23	6	15
West	28	6	19
Church Street			
East	22	7	17
Gordon Street			
West	25	6	17
Carbon Street			
East	24	7	19

Total 286

Estimated Construction Cost - 286 SY x \$200/SY \$57,267

Say \$60,000



LEGEND

- BOUNDARY OF PROPERTY
- EXISTING RIGHT-OF-WAY
- EXISTING LOT LINE
- 1/2" IRON PIPE FOUND
- 1/4" IRON PIPE FOUND
- EXISTING GAS METER
- EXISTING CLEAN OUT
- EXISTING ELECTRIC METER
- EXISTING AIR CONDITIONER
- AGGREGATE
- CONCRETE
- CONC
- ACC
- ASPH
- CONC
- CONCRETE
- SIDEWALK
- SWK

LEGAL DESCRIPTION

The east 18 feet of lot 14, and lots 13 and 16 in Block 18 in the Village of East Moline and other interests underlying said premises and the right to mine and remove the same in Grundy County, Illinois.

CERTIFICATION

I, Michael W. Sackheim, Professional Land Surveyor No. 3209, do hereby certify that the within plat is true and correct representation of the same as shown to me by Doris Harrison, being the owner of the above described premises, and that I have caused the same to be recorded in the public records of Grundy County, Illinois, in accordance with the provisions of the Illinois minimum standards for a boundary survey.

This certificate runs to the benefit of Doris Harrison and creates no rights or responsibilities to any party not named in this certificate.

Bearings shown on this plat are for the purpose of showing the angular relationship of each side of the tract and are not based on true north datum.

It is not warranted that this plat contains complete information respecting easements, reservations, restrictions, right-of-way, zoning, planning, or other encumbrances, for complete information, a title opinion or commitment for the purposes should be obtained.

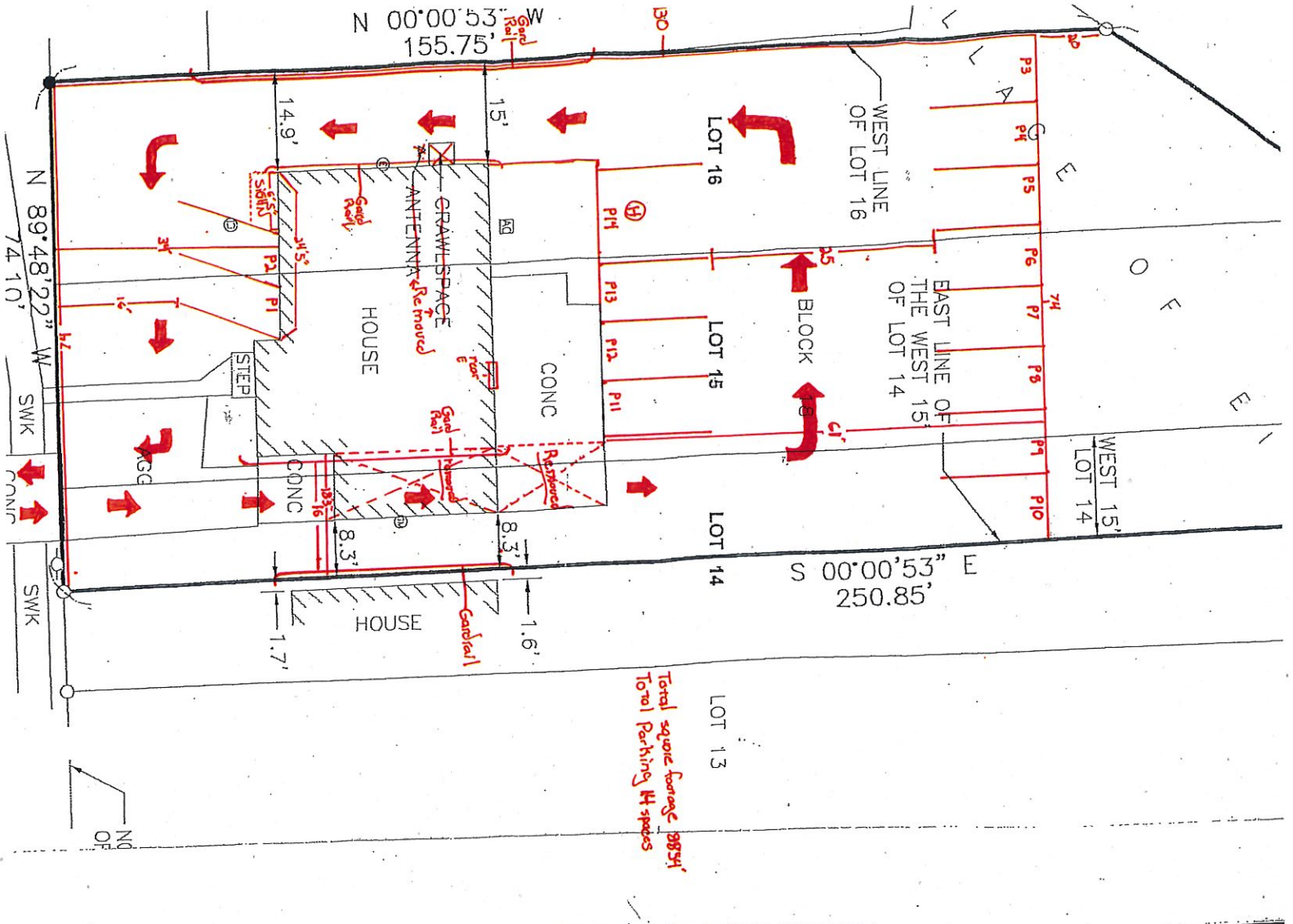
Dated this 30th day of September, A.D., 2020.

(Signature)
 Michael W. Sackheim
 Professional Land Surveyor
 Number 3209
 License Expires November 30, 2020

COMMON ADDRESS
 830 EAST DIVISION STREET
 COAL CITY, IL 62418

REVISIONS
 DORIS HARRISON - WEST 16' OF LOT 14 AND

N 00°00'53" W
155.75'



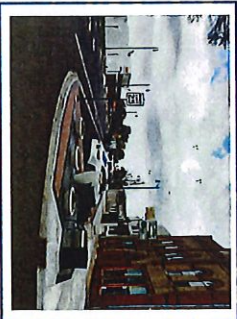
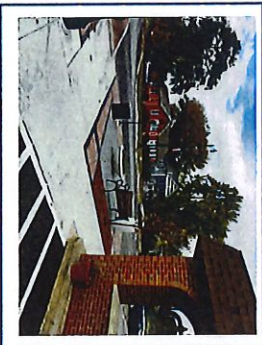
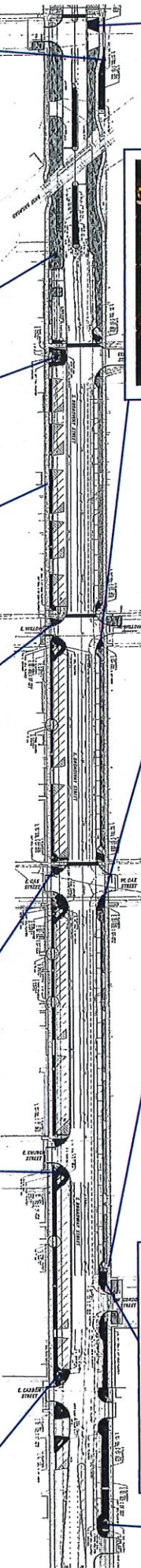
Total square footage 38854'
Total Parking 44 spaces

N
O

Coal City 2020 ITEP

Streetscape Additions Plan

NORTH



**Illinois Department of Transportation
Transportation Enhancement Program
Village of Coal City**

COUNCIL RESOLUTION OF SUPPORT

Resolution No. _____

WHEREAS, the Village of Coal City is applying to the Illinois Department of Transportation for a Transportation Enhancement Program grant for the landscape and streetscape artwork on Broadway Street.

WHEREAS, it is necessary that an application be made and an agreement entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village of Coal City applies for the grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
2. The Village of Coal City commits to providing the necessary funds to complete the project, should the project be approved, understanding that this is a reimbursement program that reimburses up to 50 percent for right-of-way and easements and up to 80 percent for preliminary engineering, utility relocation, construction engineer, and construction costs.
3. The Village of Coal City commits to providing maintenance for this project, should the project be approved, for not fewer than twenty years after completion.
4. That the Village President and Village Clerk on behalf of the Village execute such documents and all other documents necessary for the carrying out of said application.
5. That the Village President and Village Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such a grant.

Passed this _____ day of _____, 2020

Terry Halliday, Village President

ATTEST: _____
Pamela Noffsinger, Village Clerk

**AN AGREEMENT FOR APPLICATION SERVICES FOR ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT
ON BEHALF OF THE VILLAGE OF COAL CITY**

THIS AGREEMENT made and entered into as of this ____ day of _____, 2020 by and between the Village of Coal City (hereinafter referred to as the "VILLAGE") and the North Central Illinois Council of Governments, 613 W. Marquette St., Coal City, Illinois, 61350, (hereinafter referred to as the "COUNCIL").

WHEREAS, pursuant to such AGREEMENT, the VILLAGE is undertaking certain activities necessary for the preparation of an application for the Illinois Department of Transportation's (IDOT), Transportation Enhancement Program (ITEP) funding for Broadway Street enhancements.

WHEREAS, the VILLAGE engaged the COUNCIL to render certain technical advice and assistance in the preparation of the ITEP grant applications; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

APPLICATION PREPARATION

The COUNCIL shall perform all the necessary services provided under this AGREEMENT in connection with the ITEP application preparation in a satisfactory manner, as determined by the VILLAGE. The COUNCIL does not guarantee that its application services will result in grant funding for the project. The COUNCIL, however, will make every effort to secure funding for said program in cooperation with the VILLAGE.

1. Obtain and evaluate available data and advise the VILLAGE on strategies and activities most likely to result in favorable review by IDOT.
2. Assist the VILLAGE in obtaining cost estimates for all ITEP activities, including strategies to lower cost, wherever possible.
3. Assist the VILLAGE in assembling the package identified above.
4. Attend VILLAGE meetings and make presentations as requested.
5. Prepare, duplicate, and distribute the required number of copies of the application and attend any State required site visits, if requested.

COST OF SERVICES

Application fee-lump sum of \$2,000.00 and will be due after submission of the applications when billed by the COUNCIL.

This AGREEMENT shall be interpreted and construed according to the laws of the State of Illinois.

OTHER PROVISIONS

1. Termination: This AGREEMENT shall be terminated if the COUNCIL ceases to exist as an organization under Illinois law and other related provisions. In the event that this happens, this termination will be effective as of the COUNCIL's dissolution with the VILLAGE being duly notified in writing. This AGREEMENT may also be terminated if the VILLAGE and the COUNCIL mutually agree in writing, that the objectives of this AGREEMENT cannot be met. The VILLAGE and the COUNCIL will mutually determine, in writing, any payments which may be due in the event of termination under this AGREEMENT.

2. COUNCIL Not Liable: The VILLAGE shall hold the COUNCIL harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the COUNCIL, its officers, its employees, their associates, and their employers under this AGREEMENT.

AMENDMENT CLAUSE

This AGREEMENT constitutes the entire AGREEMENT between the parties hereto, and no changes in or additions to said AGREEMENT shall be valid unless in writing signed by the parties hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND THE VILLAGE CLERK OF THE VILLAGE OF COAL CITY that this AGREEMENT be adopted by the VILLAGE OF COAL CITY and the Village President and Village Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this ____ day of _____, 2020.

IN WITNESS WHEREOF, the VILLAGE and the COUNCIL have executed this AGREEMENT as of the date first above written.

**FOR THE VILLAGE:
COUNCIL:**

FOR THE

Terry Halliday, Village President

Matt Fritz, President

ATTEST:

ATTEST:

Pam Noffsinger, Village Clerk
(SEAL)

Jennifer Scheri, Secretary
(SEAL)

Virtual Lunch & Learn



Join us for a virtual Lunch & Learn with the Chamber & the Grundy Economic Development Council on the local efforts to Save Dresden, and on how you can help. Exelon announced Dresden Station is set to close November 2021. The economic impact this closure will have on the Grundy County community and beyond will be devastating. Our local leaders are fighting to keep it open while also planning for the worst. Please grab lunch from your favorite local restaurant and join us for a virtual Lunch & Learn.

Those who support local by grabbing lunch from a local business for the Lunch & Learn will be entered in a drawing for a Chamber gift certificate sponsored by the Chamber and GEDC.

November 10, 2020

11:30 a.m.

To register please email Events Director Christine Mendez at Christine@grundychamber.com. A link will be provided once you RSVP.