

# **COAL CITY VILLAGE BOARD MEETING**

**WEDNESDAY  
SEPTEMBER 9, 2020  
7:00 P.M.**

**COAL CITY VILLAGE HALL  
515 S. BROADWAY, COAL CITY, ILLINOIS**

## **AGENDA**

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes August 28, 2020
4. Approval of Warrant List
5. Public Comment
6. Resolution 20-26 Authorizing Sealed Bids for Tax Sale Property

7. Resolution 20-27 Supporting the Revolving Loan Program with Family Skate Center
8. Authorizing the Mayor to Enter Into an Agreement With Coal City Bank For Purchase of a Police Squad Car & Equipment
9. Authorize the Addition of an Administrative Intern Position
10. Approval of Payment for Waste Management Sludge Removal Invoices
11. Request for Annexation:
  - A. Kett Land Development
  - B. IRG Properties
12. Report of Mayor
13. Report of Trustees:
  - S. Beach
  - T. Bradley
  - D. Spesia
  - D. Greggain
  - R. Bradley
  - D. Togliatti
14. Report of Village Clerk
15. Report of Village Attorney
16. Report of Village Engineer
17. Report of Chief of Police
18. Report of Village Administrator
19. Adjourn

This meeting will be conducted by audio or video conference without a physically present quorum of the Village of Coal City Board of Trustees 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, September 8, 2020.
3. Send an email to [pnoffsinger@coalcity-il.gov](mailto: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, September 8, 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, September 8, 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:** March 18, 2020

**RE: GRUNDY COUNTY TAX SALE PROPERTY**

Following a few years of property tax payment delinquency, the County makes the property available for back taxes. The Village has carefully maintained the property surrounding the Big Timber subdivision as the orphan parcels have become available in order to ensure all of the property is maintained on a regular basis.

Grundy County is conducting a tax sale adjacent to this area and the Village may have the opportunity to provide a sealed bid in order to secure one of these properties (that do not possess any structures). Attached is a Resolution allowing the Village Attorney and Administrator to follow the protocol in order to place a timely bid on the available property. After examining the area and determining a final process, the sealed bid will be prepared and we shall await the County's determination. Please allow the expenditure of up to \$10,000 for this bid.

**Recommendation:**

Approve Resolution No. \_\_\_\_: Providing the Capability to Bid upon a Grundy County 2020 Tax Sale Property within Coal City.

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** September 9, 2020

**RE: COVID REVOLVING LOAN ASSISTANCE – FAMILY SKATE CENTER**

Since the Village's offer of providing Revolving Loans to its registered businesses, the program has taken a break after its initial two customers. The Family Skate Center recently requested the Board's consideration. They are currently completing all of their necessary paperwork and an agenda item was included should both parties wish to proceed with providing the authorization allowing the loan to take place.

**Recommendation:**

Adopt Resolution No. \_\_\_\_: Providing a Revolving Loan COVID Assistance Loan to the Family Skate Center for \$2,000.

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**THE VILLAGE OF COAL CITY**  
GRUNDY & WILL COUNTIES, ILLINOIS

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RESOLUTION  
NUMBER \_\_\_\_\_

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**A RESOLUTION REPURPOSING A PORTION OF FAÇADE IMPROVEMENT  
PROGRAM FUNDS INTO A REVOLVING LOAN FUND ESTABLISHED FOR RELIEF  
TO COAL CITY BUSINESSES SUCH AS FAMILY SKATE CENTER IMPACTED BY  
THE COVID-19 PANDEMIC**

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

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

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

RESOLUTION NO. 20-\_\_\_\_

**A RESOLUTION REPURPOSING A PORTION OF FAÇADE IMPROVEMENT PROGRAM FUNDS INTO A REVOLVING LOAN FUND ESTABLISHED FOR RELIEF TO COAL CITY BUSINESSES SUCH AS FAMILY SKATE CENTER IMPACTED BY THE COVID-19 PANDEMIC**

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

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

**WHEREAS**, pursuant to Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), the Corporate Authorities of the Village may expend funds for economic development purposes and make grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village; and

**WHEREAS**, in order to help mitigate the impact of the COVID-19 pandemic and support the economic recovery of local businesses in response to the COVID-19 public health emergency and economic crisis, the Village Board adopted Resolution No. 20-14, *A Resolution Repurposing a Portion of Façade Improvement Program Funds Into a Revolving Loan Fund Established for Relief to Coal City Businesses Impacted by COVID-19 Pandemic* (the "**Resolution**") at its regular Village Board meeting on May 13, 2020; and

**WHEREAS**, the Resolution established the COVID-19 Relief Loan Program ("**Program**") to assist local businesses with working capital during the COVID-19 public health emergency and economic disaster in order to support ongoing business operations in the Village of Coal City;

**WHEREAS**, the Program allows qualifying local businesses to apply for interest-free revolving lines of credit from the Village in amounts up to \$2,000; and

**WHEREAS**, the Family Skate Center, an Illinois corporation located at 155 S. Vermillion Street, Coal City, IL ("*Borrower*") is a qualifying, registered local business located within the corporate limits of the Village of Coal City; and

**WHEREAS**, in accordance with the terms set forth in the Line of Credit Letter dated May 27, 2020 and attached hereto as **Exhibit 1** ("*Commitment Letter*") and Revolving Line of Credit Agreement for the Village of Coal City COVID-19 Relief Loan Program attached hereto as **Exhibit 2** ("*Credit Agreement*"), Borrower desires to participate in the Program and has applied to the Village for an interest-free revolving line of credit in the amount of \$2,000.00 in order to meet working capital needs of the business and is obligated to repay all sums borrowed thereunder, as evidenced by the Revolving Credit Note attached hereto as **Exhibit 3** ("*Note*"). [the Commitment Letter, Credit Agreement, Note, and "Guaranty," as hereinafter defined, shall be collectively known as the "*Loan Documents*";] and

**WHEREAS**, a guarantor has executed a Personal Guaranty attached hereto as **Exhibit 4** ("*Guaranty*") absolutely and unconditionally guaranteeing the payment and performance of Borrower's obligations under the Credit Agreement; and

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

**WHEREAS**, the Corporate Authorities of the Village hereby find and determine that authorizing issuing the line of credit to Borrower as set forth in the Loan Documents is in furtherance of economic development purposes, will help the Village recover from the COVID-19 economic impacts and is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes.



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

**SECTION 1. RECITALS.** That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

**SECTION 2. AUTHORIZATION OF LINE OF CREDIT.**

- A. The Corporate Authorities shall and do hereby authorize the establishment of an interest-free revolving line of credit for Borrower in the amount of up TWO THOUSAND AND NO/100 DOLLARS outstanding at any one time.
- B. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Loan Documents and the Village Clerk to affix the Village seal thereto and to attest the same following the Village President's signature.
- C. The Village Administrator, Treasurer, Attorney, and Clerk are further authorized and directed to take such other and further actions as may be consistent with and reasonably necessary to carry out and give effect to the purpose and intent of this Resolution.
- D. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**SECTION 3. RESOLUTION OF CONFLICTS.**

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

**SECTION 4. SAVING CLAUSE.**

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the

invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at Coal City,  
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

\_\_\_\_\_  
Terry Halliday, President

Attest:

\_\_\_\_\_  
Pamela M. Noffsinger, Clerk

**EXHIBIT 1**

**COMMITMENT LETTER**

(attached on following pages)

**EXHIBIT 2**

**CREDIT AGREEMENT**

(attached on following pages)

**EXHIBIT 3**

**REVOLVING CREDIT NOTE**

(attached on following pages)

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**EXHIBIT 4**

**PERSONAL GUARANTY**

(attached on following pages)

LINE OF CREDIT LETTER

[name]  
[address]

Attn: \_\_\_\_\_

[date]

Dear \_\_\_\_\_:

The Village of Coal City (herein referred to as "we," "our," or "us") is pleased to grant you a Line of Credit (Line) on the following terms and conditions:

1. Amount of Credit. We may make loans to you from time to time during the period from the date of this letter to and including April 30, 2025, unless terminated earlier by us, in an aggregate amount not to exceed at any time outstanding \$2,000.
2. The Note. Your obligation to repay all loans made by us under the Line will be evidenced by a note, in form acceptable to us (Note).
3. Interest. The Note shall bear interest (computed on the basis of actual days elapsed and a [three hundred sixty (360)]-day year) on the principal balance outstanding from time to time at a rate of 0.0%, from the date of the initial advance until the Note is paid in full.
4. Acceptance. Your acceptance of this letter must occur no later than \_\_\_\_\_ [date].
5. No Fees. No application, loan processing or monitoring fee shall be due, provided that a Late Payment Penalty will be added to the principal for any sums borrowed but not repaid in full within three (3) years of said loan.
6. Prior to the making of the first loan under the Line, Borrower shall sign and return to the Village of Coal City a copy of this letter and such other documents as the Village of Coal City deems necessary or desirable.
7. Repayment. The Note shall be payable as indicated by its terms. The unpaid principal balance borrowed and a \$100 late payment penalty on any principal amount outstanding for a term longer than thirty six (36) months from the date of the initial advance shall mature and be due and payable on April 30, 2025 or sooner should the principal and accrued interest thereon be declared immediately due and payable pursuant to a Default (the earliest to occur shall be the "Credit Termination Date").
8. Termination. The credit will terminate automatically, without notice, on the Credit Termination Date.

9. Events of Default. The Note will specify events of default and Events of Default and the rights and remedies available to us upon the occurrence of a default or Event of Default.

10. Security. The Note will be secured by the personal guaranty of [Guarantor]. Guarantor shall \_\_\_\_\_ execute a guaranty obligating \_\_\_\_\_ personally for all loans extended under this line of credit.

11. This letter is addressed to you only and is not to be relied on in any manner by other persons or entities.

Your signature below shall constitute an acknowledgment that you have read this letter, and that you approve of all terms of this letter, and that you have received a copy hereof.

Very truly yours,

VILLAGE OF COAL CITY

By:

\_\_\_\_\_  
Mayor Terry Halliday

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The proceeds of the loans, if any, made under this letter will be used for business purposes exclusively.

\_\_\_\_\_  
[Business Borrower

By:

\_\_\_\_\_  
Title:

REVOLVING LINE OF CREDIT AGREEMENT FOR THE  
VILLAGE OF COAL CITY COVID-19 RELIEF LOAN PROGRAM

This Revolving Line of Credit Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between \_\_\_\_\_, a [type of business organization] located at \_\_\_\_\_, Coal City, Illinois ("Borrower") and the Village of Coal City, an Illinois municipal corporation located at 515 S. Broadway, Coal City, Grundy County, IL ("Lender").

W I T N E S S E T H:

WHEREAS, Village has established the COVID-19 Relief Loan Program ("Program") to assist local businesses with working capital during the COVID-19 public health emergency and economic disaster in order to support ongoing business operations in the Village of Coal City; and

WHEREAS, Borrower is a qualifying, registered local business located within the corporate limits of the Village of Coal City; and

WHEREAS, upon the terms specified herein, Borrower desires to participate in the Program and has requested from Lender a revolving line of credit in the amount of \$2,000.00 at zero percent (0%) interest in order to meet working capital needs of the business; and

WHEREAS, \_\_\_\_\_, a natural person and resident of the State of Illinois ("Guarantor"), is willing to absolutely and unconditionally guarantee to the Village of Coal City the payment and performance of Borrower's obligations under this Agreement; and

WHEREAS, Lender is willing to make advances under the revolving line of credit to Borrower, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In addition to the other terms defined herein, the following terms used herein shall have the meanings herein specified (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Advance" shall mean an advance made by Lender to Borrower under this Agreement.

"Application" shall have the meaning set forth in Section 2.11(b).

"Business Day" shall mean any day excluding Saturday, Sunday or any other day on which commercial banks are required or authorized to close in Coal City, Illinois.

"Closing Date" shall mean the date that on which Lender issues an Advance to Borrower.

"Commitment" shall mean the commitment of Lender to make to Borrower advances up to \$2,000.00 in aggregate principal amount at any time outstanding on the terms and conditions set forth in Article II herein and evidenced by the Note.

"Credit Termination Date" shall mean the earlier of (a) April 30, 2025 and (b) the date on which the Commitment has been fully terminated pursuant to Section 8.2 hereof.

"Event of Default" shall have the meaning set forth in Article VI.

"Guarantor" shall mean \_\_\_\_\_ [name].

"Guaranty" shall mean the unconditional guaranty of Guarantor delivered to Lender pursuant to Article IV.

"Late Payment Penalty" shall mean a \$100.00 charge imposed on any Advance amount or portion thereof outstanding after the third anniversary of the Closing Date.

"Lender" shall mean the Village of Coal City.

"Loan Documents" shall mean and include, as the context requires, this Agreement, the Note, the Commitment Letter, Application, the Personal Guaranty, and any and all other instruments, agreements, documents and writings contemplated hereby or executed in connection herewith.

"Note" shall mean the revolving credit note issued by Borrower pursuant to Section 2.1 hereof evidencing the outstanding aggregate principal amount of Advances under the Commitment either, as originally executed or as the same may from time to time be supplemented, modified, amended, renewed or extended.

"Notice of Borrowing" shall have the meaning set forth in Section 2.3.

"Person" shall mean an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity.

ARTICLE II

AMOUNT AND TERMS OF REVOLVING CREDIT ADVANCES

Section 2.1. Advances and Note. (a) During the period from the Closing Date to and including the Credit Termination Date, Lender agrees to make available to Borrower, upon the terms and conditions herein set forth, Advances which shall not exceed \$2,000.00 in aggregate principal amount at any one time outstanding. Prior to the Credit Termination Date, Borrower, pursuant to the terms and within the limits of this Agreement, may borrow, prepay and re-borrow hereunder, provided that Borrower may neither borrow nor re-borrow should an Event of Default have occurred and be continuing.

(b) Advances by Lender under the Commitment shall be evidenced by the Note substantially in the form of Exhibit A attached hereto with appropriate insertions. The Note shall be dated the date hereof and shall be payable to the order of Lender in a stated principal amount. The date and amount of each Advance and each payment of principal with respect thereto shall be recorded on the books and records of Lender, which shall constitute *prima facie* evidence of the accuracy of the information therein recorded. The Note shall mature on the Credit Termination Date or sooner should the principal and any late payment penalty thereon be declared immediately due and payable as provided for hereinafter. The amount of each Advance shall not be less than \$1,000 and integral multiples of \$1,000 in excess thereof. The Note shall provide for Borrower

to pay all costs of collection, including Lender's actual and reasonable attorneys' fees, if collected by or through an attorney at law or in bankruptcy or other judicial proceedings.

Section 2.2. Interest-Free Note. Interest shall accrue on the unpaid principal amount of each Advance from the date made until paid at a rate of 0.0%.

Section 2.3. Method of Borrowing.

(a) Borrower shall give Lender irrevocable written notice of any requested Advance under Section 2.1 (a) "Notice of Borrowing", specifying the amount of the Advance. Upon fulfillment of the conditions set forth herein, Lender will make its respective Advances available to Borrower via check endorsed by the Village Treasurer or his or her designee.

(b) Each Notice of Borrowing shall be signed by an owner, officer, manager or other duly authorized Person on Borrower's behalf, designated in advance by Borrower as a Person authorized to present a Notice of Borrowing. Lender shall be entitled to rely conclusively on such officers' authority to request an Advance on behalf of Borrower until Lender receives from Borrower written notice to the contrary.

Section 2.4. Prepayment. Borrower shall have the right to prepay Advances under the Commitment, in whole at any time or in part from time to time, without penalty. Amounts prepaid may be re-borrowed subject to the terms of this Agreement.

Section 2.5. Term, Repayment of Principal.

(a) Subject to Sections 2.10 and 8.2, the Commitment shall terminate on April 30, 2025.

(b) Borrower shall re-pay to the order of the Village the unpaid principal balance and any Late Payment Penalty on the Credit Termination Date, if not sooner declared to be due in accordance with the provisions hereof.

Section 2.6. Use of Proceeds. Borrower shall use the proceeds of the Advances only for proper business purposes and consistent with the purposes of the Village of Coal City's COVID-19 Relief Fund, as set forth in Ordinance No. 20-\_\_\_\_\_.

### ARTICLE III

#### GENERAL PAYMENT PROVISIONS

Section 3.1. Making of Payments. The payments of principal of and late payments on the Note shall be made by Borrower in immediately available funds to Lender at Village of Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416. All payments due on a date which is not a Business Day shall be deemed to be due on the next succeeding Business Day.

### ARTICLE IV

#### CONDITIONS TO CLOSING AND ADVANCES

The obligation of Lender to at any time make Advances is subject to the strict satisfaction by Borrower of the following conditions. In the event Borrower at any time fails to meet the following conditions, Lender shall have no obligation to permit any Borrowing, but the terms of this Agreement shall continue in full force and effect with respect to any prior or subsequent Borrowing made by Borrower hereunder.

Section 4.1. Eligibility. At the time of the execution of this Agreement and at the time of each Borrowing under this Agreement, Borrower shall be (i) currently registered to do business in the Village of Coal City; (ii) conducting business operations within the corporate limits of the Village of Coal City; (iii) in good standing with the Village, owing no arrears or fines to the Village or be the subject of any adjudicated or still-pending violations of the Village of Coal City Code of Ordinances or technical codes adopted by reference hereunder; and (iv) be organized, operated, currently registered and authorized to conduct business in the State of Illinois as a sole proprietorship, partnership, limited liability company or corporation.

Section 4.2. No Defaults. At the time of the execution of this Agreement and at the time of each Borrowing under this Agreement, Borrower shall be in full compliance with all the terms and conditions of this Agreement, and no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default, shall have occurred.

Section 4.3. Accuracy of Representations and Warranties. At the time of each Borrowing under this Agreement, the representations and warranties contained in Article V of this Agreement shall be true and correct.

Section 4.4. Delivery of Note. At the time of the execution of this Agreement, Borrower shall have executed and delivered to Lender the Note.

Section 4.5. Guaranty. Borrower shall have caused Guarantor to have executed and delivered to Lender a Guaranty substantially in the form of Exhibit \_\_\_\_\_ attached hereto, in which the Guarantor shall have unconditionally and irrevocably guaranteed to Lender the due and punctual payment and performance by Borrower of all indebtedness, obligations and other liabilities of whatever kind and description of Borrower to Lender.

Section 4.6. Delivery of Other Documents. At the time of the execution of this Agreement, Borrower shall have caused to be delivered to Lender copies of all documents evidencing necessary corporate action, if any, with respect to this Agreement, certificates signed by the appropriate officers of Borrower, and such other documentation as the Lender may reasonably request.

Section 4.7. Proceedings. At the time of the execution of this Agreement and at the time of each Borrowing under this Agreement, the Loan Documents and all corporate proceedings in connection with the authorization, execution and delivery of and the performance of the obligations under the Loan Documents shall be satisfactory in substance and form to Lender.

### ARTICLE V

Borrower represents and warrants to Lender that:

Section 5.1. Organization and Corporate Powers. Borrower (a) is a \_\_\_\_\_ [corporation, partnership, limited liability company, sole proprietorship] duly organized, validly existing and in good standing under the laws of the State of Illinois and its state of incorporation, if different, with all requisite corporate power and authority to own its property and to engage in the business and activities as now conducted.

Section 5.2. Enforceability. This Agreement and the other Loan Documents to which it is a party have been duly authorized by all necessary persons and actions, executed and delivered by Borrower, and constitute

commenced; Borrower ceases to conduct its business as now conducted or is enjoined, restrained, or in any way prevented by court order from conducting all or any material part of its business affairs if such injunction or restraining order is not dissolved within ten (10) days from date of entry;

(E) A notice of lien, levy, or assessment is filed of record with respect to all or any substantial portion of Borrower's assets by the United States, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or other governmental agency, or any taxes or debts owing to any of the foregoing become a lien or encumbrance on any of Borrower's assets, and such lien or encumbrance is not released within thirty (30) days after its creation;

(h) Borrower becomes insolvent or fails generally to pay its debts as they become due;

(k) Any guarantor of Borrower's liabilities who is a natural person shall die or be declared legally incompetent or such guaranty shall be terminated, curtailed, or restricted in scope without Lender's consent; provided, however, that the foregoing shall not constitute a Default hereunder if, within thirty (30) days thereafter another person deemed acceptable in Lender's sole and absolute discretion shall execute a personal guaranty for the then-outstanding loan sum.

**Section 6.2. Remedies.**

- (a) Upon the occurrence of any one or more Events of Default, Lender may at any time thereafter (i) declare the entire unpaid amount of all Borrower's liabilities immediately due and payable without demand, notice, or legal process of any kind, all of which are expressly waived, together with Late Payment Penalty, if any, and costs of collection (including, without limitation, reasonable attorneys' fees), and/or (ii) terminate all obligations of Lender to Borrower under this Agreement, including, without limitation, all obligations to make Advances; and/or (iii) exercise any other rights and remedies available to it at law or equity under state or federal law or granted under any Loan Documents. By selecting any one or more of these remedies Lender does not give up his right to later use any other remedy. By deciding not to use any remedy should Borrower commit an Event of Default, Lender does not waive his right to later consider the event an Event of Default if it happens again. All remedies may be exercised successively or concurrently.
- (b) Borrower waives the benefit of any law that would otherwise restrict or limit Lender in the exercise of its right, which is hereby acknowledged, to set off at any time hereafter any indebtedness owing from Borrower to Lender.
- (c) Borrower agrees to pay all expenses, including, but not limited to, reasonable attorneys' fees, paralegal fees, court costs, transportation charges, and similar expenses paid or incurred in enforcing any of Lender's rights hereunder, promptly upon demand of Lender or other person incurring the same.

**ARTICLE VII**

**MISCELLANEOUS**

**Section 7.1 Amendments: Non-Assignable.** This Agreement may only be amended by written agreement signed by both Parties. The Borrower may not assign this Agreement without written consent from Lender, which may be withheld in Lender's sole discretion.

**Section 7.2 Severable.** If any section or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section,

the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, except as such terms may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

**Section 5.3. Guarantor.** To the knowledge of Borrower, the Guarantor has the power and authority to execute, deliver and to perform its obligations under the Guaranty. The Guaranty is a legal, valid and binding agreement of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, however, to bankruptcy, insolvency, reorganization or similar laws, state or federal, which affect the rights of creditors and the enforcement thereof generally.

**Section 5.4. Disclosure.** Neither this Agreement nor any other document, certificate or statement referred to herein or furnished to Lender by or on behalf of the Borrower in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

**ARTICLE VI**

**EVENTS OF DEFAULT AND REMEDIES**

**Section 6.1. Events of Default.** Any one or more of the following shall constitute an "Event of Default" hereunder:

- (a) Borrower fails to pay any amounts due hereunder when due and payable or declared due and payable;
- (b) Borrower or Guarantor fails or neglects to perform, keep, or observe any other term, provision, condition, or covenant contained in the Agreement, which is required to be performed, kept, or observed by Borrower or guarantor;
- (c) A default shall occur under any agreement, document, or instrument, other than the Agreement, now or hereafter existing, and the same is not cured to Lender's reasonable satisfaction within any grace or cure period provided in the applicable agreement, document, or instrument;
- (d) Any statement, warranty, representation, report, financial statement, or certificate made or delivered by Borrower, or any of its officers, employees, or agents, to Lender is not true and correct in any material respect;
- (e) Any of Borrower's assets are attached, seized, levied upon, or subjected to a writ or distress warrant, or come within the possession of any receiver, trustee, custodian, or assignee for the benefit of creditors, and the same is not cured within [ten(10)] days thereafter; an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for any of Borrower's assets valued at Ten Thousand and no/100 Dollars (\$10,000.00) or more, and the same is not dismissed within [thirty (30)] days after the application therefore;

(f) An application is made by Borrower for the appointment of a receiver, trustee, or custodian for any of Borrower's assets; a petition under any section or chapter of the Bankruptcy Code or any similar law or regulation is filed by or against Borrower or any guarantor of Borrower's Liabilities and is not dismissed within thirty (30) days after filing; Borrower makes an assignment for the benefit of its creditors or any case or proceeding is filed by or against Borrower for its dissolution, liquidation, or termination if such proceeding is not dismissed within thirty (30) days after it has been

provision, or part thereof not adjudged invalid or unconstitutional, and the remainder of the Agreement shall be considered binding on the parties.

Section 7.3. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid, to the addresses below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Administrator  
Village of Coal City  
515 S. Broadway  
Coal City, IL 60416

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Borrower contact info]

Section 7.4. This Agreement shall take effect immediately upon execution by all parties.

Section 7.5. This Agreement shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Grundy County, Illinois court of competent jurisdiction.

Section 7.6. Subordination. Within twenty (20) days after written request by Borrower, Lender shall execute, acknowledge, and deliver to Borrower, at Borrower's cost and expense, such instruments as any refinancing lender may reasonably require in order to subordinate the loan and all of Lender's rights in connection with the loan.

Section 7.7. Signatures. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement. This Agreement may be executed by any party by original signature, facsimile and/or electronic signature.

Section 7.8. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

Section 7.9. Incorporation of Exhibits. All exhibits attached to this Agreement, are, by this reference, incorporated in and made a part of this Agreement.

Section 7.10. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns and no third party is intended to or shall have any rights hereunder.

Section 7.11. Time is of the Essence. Time is of the essence in interpreting and performing this Agreement and all other Loan Documents.

Section 7.12. Indemnity. Borrower agrees to protect, indemnify and save harmless Lender, and all officers, employees and agents of Lender, from and against any and all claims, losses or expenses (including, without limitation, reasonable attorneys' fees) arising from or related or incident to this Agreement or any actions or inactions arising therefrom. The indemnity contained in this Section 9.13 shall survive the termination of this Agreement.

Section 7.13. Entire Agreement. This Agreement and the other Loan Documents executed and delivered contemporaneously herewith, or contemplated hereby, together with the exhibits and schedules attached hereto and thereto, constitute the entire understanding of the parties with respect to the subject matter hereof, and any other prior or contemporaneous agreements, whether written or oral, with respect thereto, are expressly superseded hereby. The execution of this Agreement and the other Loan Documents by Borrower was not based upon any facts or materials provided by Lender, nor was Borrower induced to execute this Agreement or any other Loan Document by any representation, statement or analysis made by Lender.

The Borrower accepts this Loan subject to all the above terms and conditions.

WITNESS the hand and seal of the parties hereto through their duly authorized officers, as of the date first above written.

BORROWER

By: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

LENDER

Village of Coal City

\_\_\_\_\_  
Terry Halliday, President



REVOLVING CREDIT NOTE

Borrower's Name and Address:

[Business Name]  
[Street Address]  
Coal City, IL 60416

Lender's Name and Address:

Village of Coal City  
515 S. Broadway  
Coal City, IL 60416

DATE OF THIS NOTE: \_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, \_\_\_\_\_ a [type of business organization] located at \_\_\_\_\_ (Borrower), promises to pay to the order of the Village of Coal City, an Illinois municipal corporation located at 515 S. Broadway, Coal City, Grundy County, IL (Lender), an amount not to exceed the principal sum of TWO THOUSAND and NO/100 Dollars (\$2,000.00), together with late payment penalties on the principal balance from time to time remaining unpaid.

The unpaid principal balance on the Note and any late payment penalty for any principal amount outstanding for a term longer than thirty six (36) months shall mature and be due and payable on April 30, 2025 or sooner should the principal and accrued interest thereon be declared immediately due and payable as provided for hereinafter (the earliest to occur shall be the "Credit Termination Date"), as set forth more particularly in the Revolving Credit Loan Agreement (Loan Agreement), dated \_\_\_\_\_, by and between Borrower and Lender, as amended, at Lender's offices or wherever Lender shall direct in writing. From and after the occurrence of a Default (as defined herein or in the Loan Agreement by and between Borrower and Lender), no further advances may be made under the line of credit until said Default is cured.

Borrower acknowledges that the purpose of this loan is to assist a business to overcome the localized and unique burdens associated with the COVID-19 State of Emergency and warrants and represents to Lender that Borrower has used and will continue to use the loans and advances represented by this Note solely for proper business purposes and consistent with the purposes of the Village of Coal City's COVID-19 Relief Fund, as set forth in Ordinance No. 20\_\_\_\_.

Funds borrowed hereunder and repaid may be re-borrowed.

The occurrence of any one of the following events shall constitute an Event of Default by Borrower under this Note (Event of Default):

(a) Borrower fails to pay any amounts due hereunder when due and payable or declared due and payable;

(b) Borrower or Guarantor fails or neglects to perform, keep, or observe any other term, provision, condition, or covenant contained in the Agreement, which is required to be performed, kept, or observed by Borrower or guarantor;

(c) A default shall occur under any agreement, document, or instrument, other than the Agreement, now or hereafter existing, and the same is not cured to Lender's reasonable satisfaction within any grace or cure period provided in the applicable agreement, document, or instrument;

(d) Any statement, warranty, representation, report, financial statement, or certificate made or delivered by Borrower, or any of its officers, employees, or agents, to Lender is not true and correct in any material respect;

(e) Any of Borrower's assets are attached, seized, levied upon, or subjected to a writ or distress warrant, or come within the possession of any receiver, trustee, custodian, or assignee for the benefit of creditors, and the same is not cured within [ten (10)] days thereafter; an application is made by any Person other than Borrower for the appointment of a receiver, trustee, or custodian for any of Borrower's assets valued at Ten Thousand and no/100 Dollars (\$10,000.00) or more, and the same is not dismissed within [thirty (30)] days after the application therefore;

(f) An application is made by Borrower for the appointment of a receiver, trustee, or custodian for any of Borrower's assets; a petition under any section or chapter of the Bankruptcy Code or any similar law or regulation is filed by or against Borrower or any guarantor of Borrower's Liabilities and is not dismissed within thirty (30) days after filing; Borrower makes an assignment for the benefit of its creditors or any case or proceeding is filed by or against Borrower for its dissolution, liquidation, or termination if such proceeding is not dismissed within thirty (30) days after it has been commenced; Borrower ceases to conduct its business as now conducted or is enjoined, restrained, or in any way prevented by court order from conducting all or any material part of its business affairs if such injunction or restraining order is not dissolved within ten (10) days from date of entry;

(g) A notice of lien, levy, or assessment is filed of record with respect to all or any substantial portion of Borrower's assets by the United States, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or other governmental agency, or any taxes or debts owing to any of the foregoing become a lien or encumbrance on any of Borrower's assets, and such lien or encumbrance is not released within thirty (30) days after its creation;

(h) Borrower becomes insolvent or fails generally to pay its debts as they become due;

(k) Any guarantor of Borrower's liabilities who is a natural person shall die or be declared legally incompetent or such guaranty shall be terminated, curtailed, or restricted in scope without Lender's consent; provided, however, that the foregoing

shall not constitute a Default hereunder if, within thirty (30) days thereafter another person deemed acceptable in Lender's sole and absolute discretion shall execute a personal guaranty for the then-outstanding loan sum.

Upon the occurrence of an Event of Default hereunder, (a) at the option of Lender, the entire unpaid amount of all Borrower's liabilities shall become immediately due and payable without demand, notice, or legal process of any kind; (b) Lender may, at its option, without demand, notice, or legal process of any kind, exercise any and all rights and remedies granted to it by the Loan Agreement or by any other documents securing this Note now or hereafter existing between Lender and Borrower or between Lender and any guarantor; and (c) Lender may, at its option, exercise from time to time any other rights and remedies available to it at law or equity under state or federal law or granted under any agreement securing this Note. By selecting any one or more of these remedies Lender does not give up his right to later use any other remedy. By deciding not to use any remedy should Borrower default, Lender does not waive his right to later consider the event an Event of Default if it happens again.

Borrower waives the benefit of any law that would otherwise restrict or limit Lender in the exercise of its right, which is hereby acknowledged, to set off at any time hereafter any indebtedness owing from Borrower to Lender.

Borrower waives presentment, demand, protest, notice of protest, notice of presentment, and all other notices and demands in connection with the enforcement of Lender's rights hereunder, except as specifically provided and called for by this Note, and hereby consents to, and waives notice of, the release, with or without consideration of any guarantor. Any failure of Lender to exercise any right available hereunder or otherwise shall not be construed as a waiver of the future right to exercise the same or as a waiver of any other right at any other time.

Borrower agrees to pay all expenses, including, but not limited to, reasonable attorneys' fees, paralegal fees, court costs, storage costs, rental charges, transportation charges, and similar expenses paid or incurred in enforcing any of Lender's rights hereunder, promptly upon demand of Lender or other person incurring the same.

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to the address shown above or at a different address if Borrower provides the Lender notice of a different address.

This Note shall be governed and construed in accordance with the laws of the State of Illinois and shall be binding on Borrower and its respective legal representatives, successors, and assigns. If this Note contains any blanks when executed by Borrower, Lender is hereby authorized, without notice to Borrower, to complete any such blanks according to the terms on which the loan is granted. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such

provision shall be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Note.

To induce Lender to accept this Note, Borrower irrevocably agrees that, subject to Lender's sole and absolute election, all actions or proceedings in any way, manner, or respect, arising out of or from or related to this Note, shall be litigated in courts having situs within the County of Grundy, Illinois. Borrower hereby consents and submits to the jurisdiction of any local, state, or federal court located within said County and State. Borrower hereby waives any rights Borrower may have to transfer or change the venue of any litigation brought against Borrower by Lender in accordance with this paragraph.

Borrower expressly waives the right to trial by jury of any claim, demand, action, or cause of action arising hereunder or under the loan agreement or in connection with any matter or thing related thereto, and agrees and consents that any such claim, demand, action, or cause of action shall be decided by trial without a jury.

\_\_\_\_\_  
BORROWER

By: \_\_\_\_\_

Its: \_\_\_\_\_

Personally guaranteed by \_\_\_\_\_ (see Personal Guaranty documents  
executed as of same date)

X \_\_\_\_\_  
Guarantor

Date: \_\_\_\_\_

**PERSONAL GUARANTY**

COVID-19 Revolving Credit Loan Program

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Village of Coal City

Borrower

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Village of Coal Village, an Illinois municipal corporation (hereinafter referred to as the "Village"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of \_\_\_\_\_ (hereinafter referred to as "Borrower") or to engage in any other transactions with Borrower, the undersigned hereby absolutely and unconditionally guarantee(s) to the Village the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described and evidenced by a Revolving Credit Note dated the same date as this guaranty, and hereafter referred to as the Indebtedness, provided however that this guarantee shall not exceed the sum of Two Thousand One Hundred and No/100 Dollars (\$2,100.00) or the outstanding indebtedness whichever is the lesser (hereinafter referred to as "Indebtedness").

The undersigned further acknowledge(s) and agree(s) with Village that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the Village, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Village, or as to any renewals, extensions and refinancings thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the Village and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. Parties understand and agree this guarantee shall be a joint and several guarantees and that both and each of the undersigned are fully liable hereunder for the full amount of the guarantee.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) then the Village shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the Village, the full amount of all Indebtedness, whether due and payable or unannounced. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unannounced, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The Village may apply any sums received by or available to the Village on account of the Indebtedness from Borrower or any other person (except the undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this

GUARANTY

VILLAGE OF COAL CITY

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paragraph 4, any payment made by the undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Village, advising the Village that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or collateral security available to the undersigned against any person liable to payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the Village for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Village in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the Village may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the Village is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of settlement with or agreement not to sue Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof of substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness;

8. The undersigned waive(s) any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the Village any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, inequity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Village to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree(s) that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or enforcement of security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive(s) presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Village shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the Village to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

GUARANTY

VILLAGE OF COAL CITY

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11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the Village as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This guaranty shall be effective upon delivery to the Village, without further act, condition or acceptance by the Village, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the Village and its participants, successors and other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the Village. This guaranty shall be governed by the laws of the State of Illinois. The undersigned waive(s) notice of the Village's acceptance hereof.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

By: \_\_\_\_\_  
Individually

Date: \_\_\_\_\_

GUARANTY \_\_\_\_\_ VILLAGE OF COAL CITY

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** September 9, 2020

**RE: APPROVAL OF SQUAD CAR FINANCING FROM COAL CITY BANK**

An upcoming squad car purchase for the Police Department was ordered following a Board Meeting in June. Coal City Bank shall provide the equipment loan for this acquisition for a total amount of \$60,000, which is necessary to provide the total funding for the equipment and servicing to outfit the \$40,000+ car upon its delivery.

Paperwork will be provided after the Village approves the borrowing for this amount of money at 3%. The first loan payment will be due in FY22 with a second one in FY23. The Village Attorney can review the bank's paperwork, but the Board must authorize Mayor Halliday to enter into the contract.

This meets the approval provided by the Board when the vehicle was authorized to be added to the fleet.

**Recommendation:**

Authorize Mayor Halliday to enter into a loan agreement with Coal City bank following review of eth prepared contract by the Village Attorney.

## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** September 9, 2020

**RE:        **ADDING AN ADMINISTRATIVE INTERN FOR INCREASED  
PROGRAMMING REQUIREMENTS****

The Village of Coal City is one of many municipalities within the State of Illinois for which a direct allocation has been set aside in order to receive COVID-19 federal funds that are being distributed by DCEO. There are many additional regulations that have come along with the COVID pandemic, which requires specific analysis as to how local businesses may continue to operate as the State of Illinois guidelines fluctuate. Perhaps, just as important, the municipal organization has additional workspace liability and risk control standards that result from many of these requirements.

Until the retirement of an exceptional liability/loss control professional consultant at the end of 2018, it has been difficult prioritizing the loss control and liability insurance training required throughout the organization. One of the primary tasks of this position will be working with the Village's liability insurance requirements and opportunities provided by its insurers to coordinate proper loss control throughout the organization. Although IMIC provides certain annual trainings, it is much more effective when a person is assigned to ensuring annual compliance and progression upon the necessary trainings.

Lastly, the actual physical space had always been a factor in stalling such a hire before. However, with the advent of virtual meetings and online software, this position will provide some in-Village Hall twice per week, but the remainder will be remotely handled from home. This will provide an opportunity for a student progressing through their Master's Degree in Public Administration at Northern Illinois University to get a chance to see the operations of Coal City. From my experience, these positions often provide some critical analysis that is very helpful prior to the Board deciding upon its final policy decisions.

Due to the additional grant programming and workplace requirements necessary due to the current pandemic, it is timely to add this position to the Administrative staff. Should the Board decide upon adding this position, it will be a two year position; this is the time by which the student has planned upon gaining his/her degree and finding a permanent full-time position.

**Recommendation:**

Add an Administrative Intern position within the Village's administrative staff and allow the Village Administrator to hire its first Intern at \$15.50/hour.

## Village of Coal City Position Description

Title: *Administrative Intern*

Department: Administration

Date of Approval: September 9, 2020

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### *General Summary*

This person must perform a wide variety of administrative and analytical support duties for the Village Administrator; to participate in assigned administrative processes, procedures and programs; and to provide information and assistance to the public regarding assigned programs and services. General direction for tasks shall be provided by the Village Administrator or his/her designee dependent upon the task.

### *Essential Functions and Responsibilities*

*The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.*

- Provide administrative assistance in support of assigned Village programs; provide assistance to Village departments in the research and analysis of a variety of projects and programs.
- Collect, compile and analyze information from various sources on a variety of specialized topics related to assigned programs; prepare reports which present and interpret data and identify alternatives; develop and justify recommendations.
- Receive and respond to complaints and questions from the general public relating to assigned area of responsibility; prepare summary reports as required.
- Prepare comprehensive technical records and reports pertaining to assigned area of responsibility; conduct research and comprehensive data collection efforts to support analysis.
- Participate in special projects including research of new programs and services; prepare and present reports; participate in a variety of Village operations.
- Assist in the planning and implementation of special events and projects provided for the Coal City Community.

### *Knowledge, Skills, and Abilities*

- Understand the organization and operation of the Village departments and of outside agencies as necessary to assume assigned responsibilities.
- Interpret and apply administrative and departmental policies and procedures.
- Work independently in the absence of supervision.
- Perform administrative work involving the use of independent judgment and personal initiative.
- Prepare clear and concise reports.
- Independently prepare correspondence and memoranda.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Interpret and apply administrative and departmental policies and procedures.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Research, analyze and evaluate programs, policies and procedures.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain mental capacity which allows the capability of making sound decisions, demonstrating intellectual capabilities and effective interaction and communication with others.
- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing and operating any assigned equipment.
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include sitting for prolonged periods of time as well as occasionally work outside on surveying projects or learning the functions of other departments.
- Communicate orally and in writing with the Police Chief, Mayor, Village Clerk, Village Board, appointed boards, Village staff, media, and the public.
- Able to coordinate eyes, hands, feet, and limbs in performing skilled movements such as rapid keyboard use
- Able to lift at least 15 pounds



### *Entry Level Requirements*

- Two years of increasingly responsible administrative and analytical experience, preferably within a local government environment.
- Having earned the equivalent to a Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, or a related field. An advanced degree in the field of public administration or related field is desirable.
- Proficient in utilizing computer software programs in order to analyze, solve, and communicate issues, initiatives and priorities

### *Working Conditions*

- Report to the Village Administrator
- Work a schedule accommodating continued education attainment designed to not exceed 20 hours of work per week
- Work is mainly sedentary and occurs within a temporary work desk space; at least half of the time may require connectivity to work remotely upon assigned work.
- Must maintain local, state, and federal applicable guidelines relating to privacy, ethics, and other areas of knowledge within the job description.
- Must maintain capability to travel to the workplace in a reliable manner

**2019-20 NIU MPA INTERN SALARIES**

<b>Employer Name</b>	<b>Hourly Pay Rate</b>
City of Burlington	14.00
City of DeKalb	15.50
City of Elmhurst	15.00
City of Freeport*	18.30
City of Geneva	18.51
City of Geneva	15.00
City of Geneva	18.75
City of Highland Park	17.86
City of Highland Park	17.86
City of Janesville, WI	15.00
City of Lake Forest	15.50
City of St. Charles	17.30
City of Wheaton	17.32
Elk Grove Village	18.95
Elk Grove Village	18.50
Hanover Township	16.00
Invest Aurora	17.50
Region One Planning Council*	18.30
Rock County Human Services	16.80
Little City in Palatine	18.50
Village of Algonquin	13.00
Village of Belleville	17.00
Village of Downers Grove	15.50
Village of Gilberts	14.50
Village of Glen Ellyn	15.00
Village of Glenview	15.89
Village of Glenview	16.50
Village of Gurnee	17.50
Village of Hawthorn Woods	16.00
Village of Hoffman Estates	15.00
Village of Indian Head Park	17.00
Village of La Grange	17.50
Village of Lake Bluff	16.00
Village of Lake Zurich *	18.30
Village of Libertyville	18.00
Village of Lincolnshire	20.00
Village of Long Grove	20.00
Village of Morton Grove	18.75
Village of Oswego	15.00
Village of Roselle	17.00
Village of Skokie	18.35
Village of Wilmette*	18.30
Village of Winfield	15.00
<b>Average hourly wage:</b>	<b>\$16.87</b>

\* Organizations pay 1/2 of hourly rate

**MEMO**

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** March 18, 2020

**RE: SLUDGE REMOVAL FINAL PRICING**

Back on the March 18, 2020 Regular Board Meeting, the Board adopted a price extension allowing Stewart Spreading to complete the sludge removal for an amount not to exceed \$100,000. They have completed their work and invoicing. The final amount for the spreading and the amount taken to the landfill resulted in total receipts between Stewart and Waste Management totaling \$101,067.67.

Since this operation only occurs every other year, they attempt to eliminate as much sludge as possible from the facility and the final hauling fees at the landfill are dependent upon the weight upon bringing the product to the landfill.

Due to the previous approval provided by the Board Stewart had been paid. This evening's approval would be for the Waste Management invoice of \$27,167.07. This would normally simply be paid due to the previous approval, but is provided to ensure the Board is aware the line item will go beyond the budgeted amount (by \$1,067.67) within the line item. While the line item will exceed the budgeted amount, this should not impact the overall program.

**Recommendation:**

Approve the final invoice related to the sludge removal at the sanitary treatment facility related to a payment to Waste Management of \$21,762.30.



# INVOICE

51-00-578

Customer ID:  
Customer Name:  
Service Period:  
Invoice Date:  
Invoice Number:

15-12455-13001  
VILLAGE OF COAL CITY  
07/16/20 - 07/31/20  
08/03/2020  
0011937-0313-7

**How To Contact Us**

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
**(815) 423-5120**

**Your Payment Is Due**

**Due Upon Receipt**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Your Total Due**

**\$21,762.30**

See Reverse for Important Messages

<b>Previous Balance</b>	+	<b>Payments</b>	+	<b>Adjustments</b>	+	<b>Current Charges</b>	=	<b>Total Due</b>
895.08		0.00		(895.08)		21,762.30		<b>21,762.30</b>

**Details for Service Location:** Village Of Coal City, 515 S Broadway St, Coal City IL 60416-1503 **Customer ID: 15-12455-13001**

Description	Date	Ticket	Quantity	Unit of Measure	Rate	Amount
Vehicle#: 1322	07/17/20	709556				0.00
Declassified - unspecified prmt cat is sp. Waste			20.55	TON	33.00	678.15
Waste water mgmt ton			20.55	TON	2.00	41.10
Profile # 625292il						0.00
Generator village of coal city broadway st						0.00
Manifest#: 1						0.00
<b>Ticket Total</b>						<b>719.25</b>
Vehicle#: 1720	07/17/20	709622				0.00
Declassified - unspecified prmt cat is sp. Waste			20.78	TON	33.00	685.74
Waste water mgmt ton			20.78	TON	2.00	41.56
Profile # 625292il						0.00
Generator village of coal city broadway st						0.00
Manifest#: 1						0.00
<b>Ticket Total</b>						<b>727.30</b>

Please detach and send the lower portion with payment --- (no cash or staples) ---

**Waste Management**  
WASTE MANAGEMENT OF ILLINOIS, INC.  
PRAIRIE VIEW LANDFILL  
29755 S PRAIRIE VIEW DRIVE  
WILMINGTON, IL 60481  
(815) 423-5120  
(815) 423-5307 FAX

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Customer ID</b> <i>(Include with your payment)</i>
08/03/2020	0011937-0313-7	15-12455-13001
<b>Payment Terms</b>	<b>Total Due</b>	<b>Amount</b>
Due Upon Receipt	\$21,762.30	

0313000151245513001000119370000217623000002176230 3

0074525 01 AB 0.416 \*\*AUTO T5 0 7216 60416-150315 -C04-P74599-11 10053L34

VILLAGE OF COAL CITY  
515 S BROADWAY ST  
COAL CITY IL 60416-1503

Remit To: **WM CORPORATE SERVICES, INC.**  
AS PAYMENT AGENT  
PO BOX 4648  
CAROL STREAM, IL 60197-4648

THINK GREEN®



## MEMO

**TO:** Mayor Halliday and the Board of Trustees

**FROM:** Matthew T. Fritz  
Village Administrator

**MEETING**

**DATE:** September 9, 2020

**RE: ILLINOIS RECOVERY GROUP (IRG) & CARBON HILL ROAD  
PROPERTY ANNEXATIONS**

A Request for Annexation to the Village is being presented to the Board in order to begin the annexation process for the IRG Development. The Board recently adopted grant support in order to request a utility extension for water and sewer utilities from their current termination point southward to the Illinois Recovery Group property in order to assist with remediation. In order to operate and provide land for rail car development, there will need to be a rezoning of the area upon annexation to become industrially-zoned.

In addition, the ownership group of IRG also has an ownership interest in Kett Land development located on Carbon Hill Road surrounding the ECC. This property is being requested to be annexed at this time as well. A separate agreement concerning the annexation of this property is not foreseen at this time.

This Request is simply accepted by the Board. There are quite a few actions that must take place prior to the land reaching a point of being annexed and incorporated. The majority of this will take place at the Planning & Zoning Board before any ordinances are recommended for adoption.

**Recommendation:**

Accept the Request of Annexation for the IRG and Kett Land Properties.

**VILLAGE OF COAL CITY  
PETITION FOR ANNEXATION**

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF GRUNDY        )        SS.

**BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF COAL CITY,  
GRUNDY AND WILL COUNTIES, ILLINOIS**

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner, KETT LAND DEVELOPMENT LLC, an Illinois limited liability company with offices at 1488 S. Broadway, Coal City, Illinois (hereinafter, "**Petitioner**") respectfully states the following under oath:

1. Petitioner is the sole owner of record title to that certain territory, consisting of approximately 65+/- acres, bounded by incorporated Village of Coal City to the east and north, lying immediately west of S. Carbon Hill Road and north of E. Spring Road located in unincorporated Grundy County, Illinois, which territory is legally described in **Exhibit A** attached hereto and made a part hereof, being identified by PIN 09-04-400-003 (the "**Annexation Territory**").
2. The Petitioner signing this Petition constitutes all of the owners of record of the Annexation Territory.
3. The Annexation Territory is not situated within the corporate limits of any municipality and is wholly unincorporated.
4. The Annexation Territory is contiguous to the corporate limits of the Village of Coal City.
5. There are no electors residing in the Annexation Territory.
6. The Village of Coal City does not provide fire protection or public library services within the boundaries of the Annexation Territory.
7. All statutory notices required to annex the Annexation Territory shall be provided prior to the Village of Coal City's enactment of an ordinance annexing the Annexation Territory.
8. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.
9. The foregoing statements of fact are true to the best of Petitioners' knowledge and information.

WHEREFORE, PETITIONER RESPECTFULLY REQUESTS:

- A. That the above-described Annexation Territory be annexed to the Village of Coal City by ordinance passed and approved by the President and Board of Trustees of the Village of

Coal City, pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

B. That such further action be taken by the Village as may be necessary or convenient to effect, in accordance with law, the annexation of the Annexation Territory to the Village.

Dated this \_\_\_\_\_ day of September, 2020.

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, that the allegations are true and correct to the best of his/her knowledge, that he/she has been properly authorized to execute this Petition for Annexation on behalf of Petitioner:

KETT LAND DEVELOPMENT LLC

By:

\_\_\_\_\_

Its: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
before me this \_\_\_\_\_ day of  
September, 2020

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**ANNEXATION TERRITORY LEGAL DESCRIPTION**

E1/2 SE (EX BEG 1090.08 SE NE COR, SE725 SW901.28 NW726 NE901.26 TO POB) SEC 4-32-  
8

*REPLACE WITH FULL LEGAL DESCRIPTION*





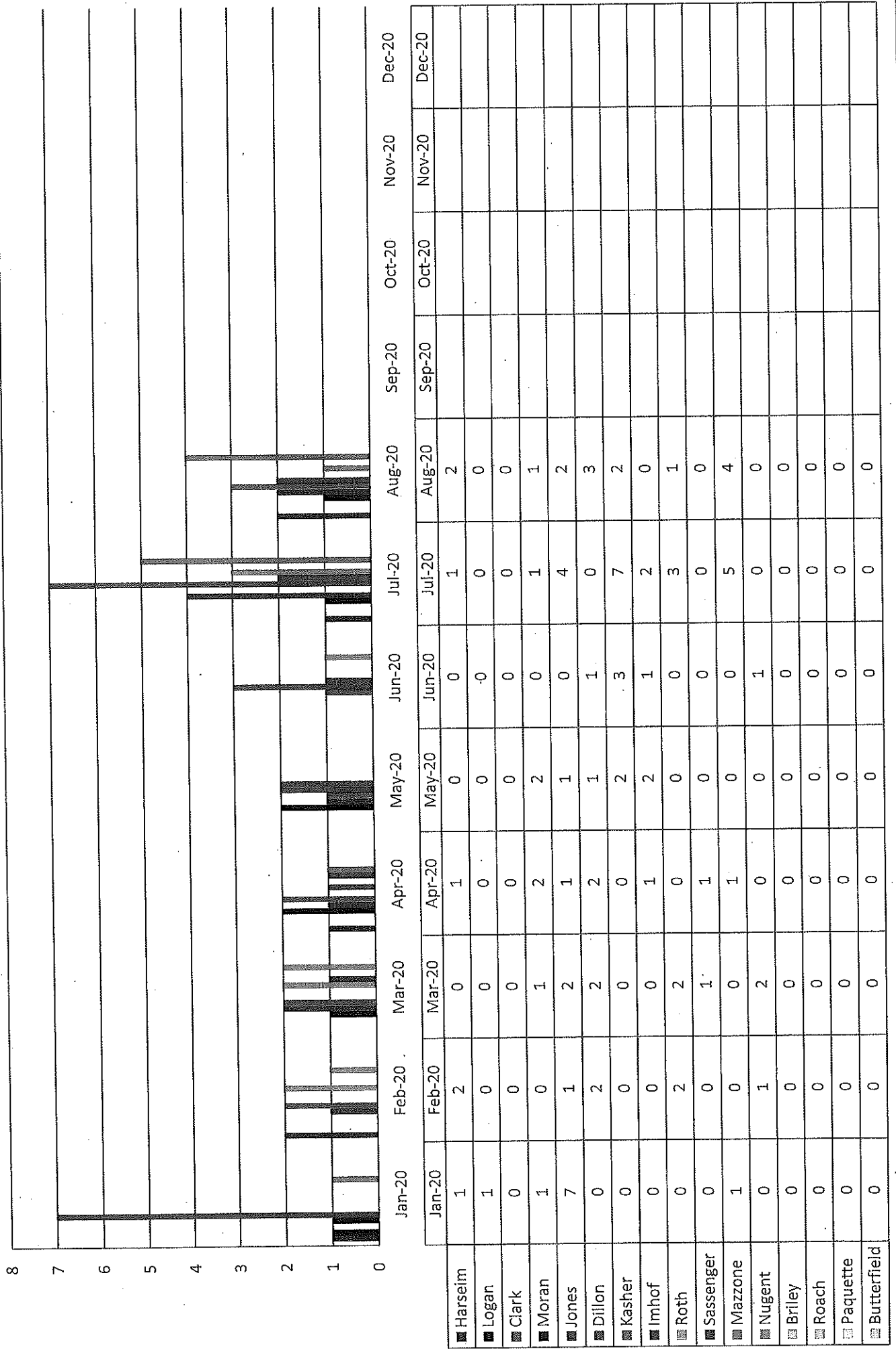
<u>Traffic Citations</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Harseim	1	0	0	0	0	0	0	0	0	0	0	0	1
Logan	1	1	0	0	0	0	0	0	0	0	0	0	2
Clark	0	0	0	0	0	0	0	0	0	0	0	0	0
Moran	6	6	2	8	0	2	8	0	0	0	0	0	32
Jones	43	14	1	0	0	2	12	32	0	0	0	0	104
Dillon	0	0	0	0	0	0	0	0	0	0	0	0	0
Kasher	0	1	0	0	0	4	0	1	0	0	0	0	6
Imhof	1	0	0	0	0	0	0	0	0	0	0	0	1
Roth	2	1	0	0	0	2	1	0	0	0	0	0	6
Sassenger	3	3	10	0	0	3	4	17	0	0	0	0	40
Mazzone	2	3	3	0	0	2	1	3	0	0	0	0	14
Nugent	4	15	5	1	1	0	1	0	0	0	0	0	27
Briley	0	0	0	0	0	0	0	0	0	0	0	0	0
Roach	0	0	0	0	0	0	0	0	0	0	0	0	0
Paquette	0	0	0	0	0	0	0	0	0	0	0	0	0
Butterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>Total</u>	63	44	21	9	1	15	27	53	0	0	0	0	233

<u>Ordinance Citations</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Harseim	0	1	0	0	1	0	0	0	0	0	0	0	2
Logan	0	0	0	0	0	0	0	0	0	0	0	0	0
Clark	0	0	0	0	0	0	0	0	0	0	0	0	0
Moran	0	0	1	0	0	0	1	0	0	0	0	0	2
Jones	2	0	0	0	0	0	0	1	0	0	0	0	3
Dillon	0	0	0	0	0	0	0	0	0	0	0	0	0
Kasher	0	0	0	0	0	0	0	1	0	0	0	0	1
Imhof	0	0	0	0	0	0	0	0	0	0	0	0	0
Roth	0	0	0	0	0	0	0	0	0	0	0	0	0
Sassenger	2	0	2	0	0	0	0	0	0	0	0	0	4
Mazzone	1	0	0	0	0	0	1	2	0	0	0	0	4
Nugent	1	0	0	0	0	0	0	0	0	0	0	0	1
Briley	0	0	0	0	0	0	0	0	0	0	0	0	0
Roach	0	0	0	0	0	0	0	0	0	0	0	0	0
Paquette	0	0	0	0	0	0	0	0	0	0	0	0	0
Butterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
<u>Total</u>	6	1	3	0	1	0	2	4	0	0	0	0	17



# Ordinance Violations

January 1 2020 – Dec 31 2020

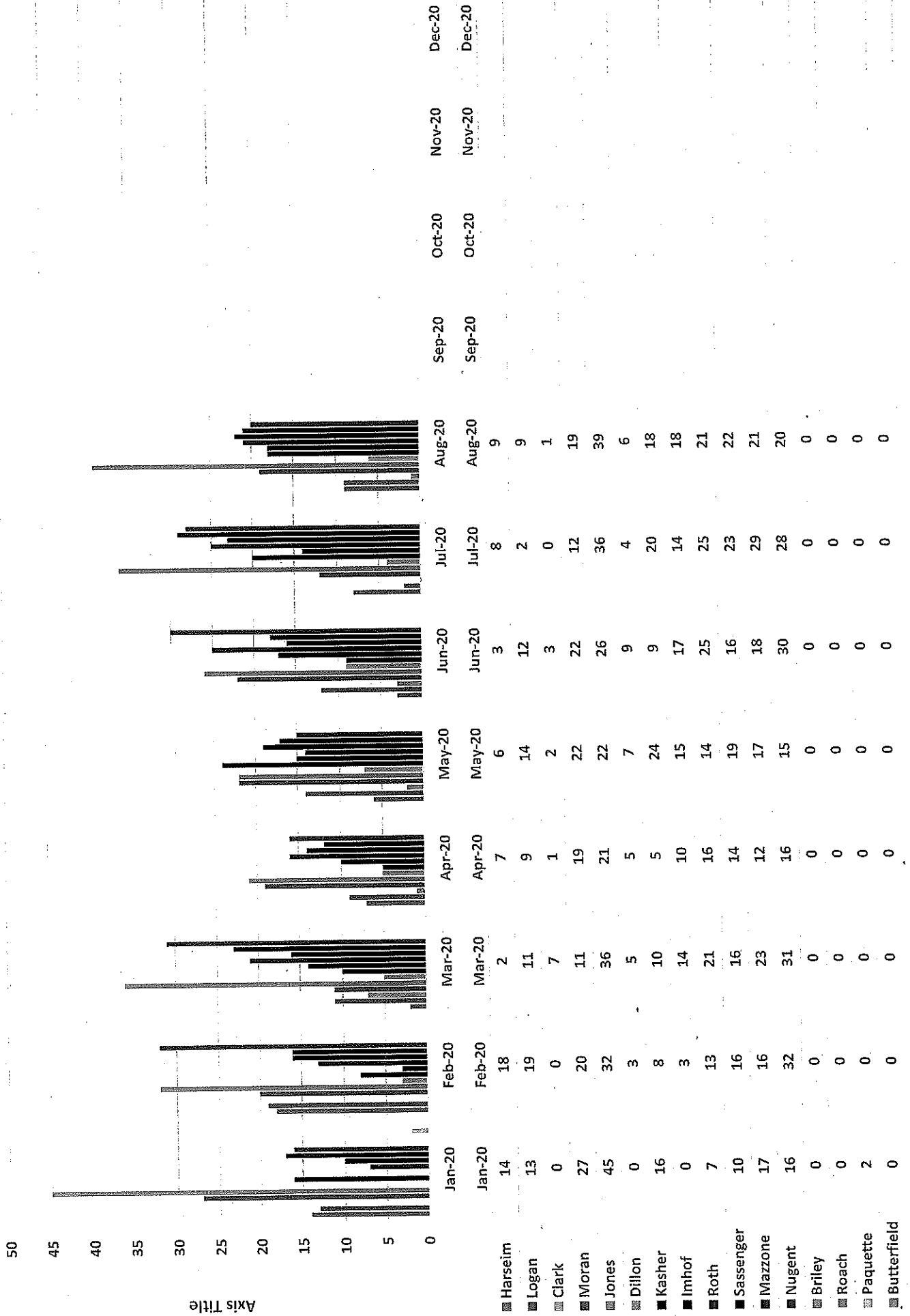






# Calls For Service

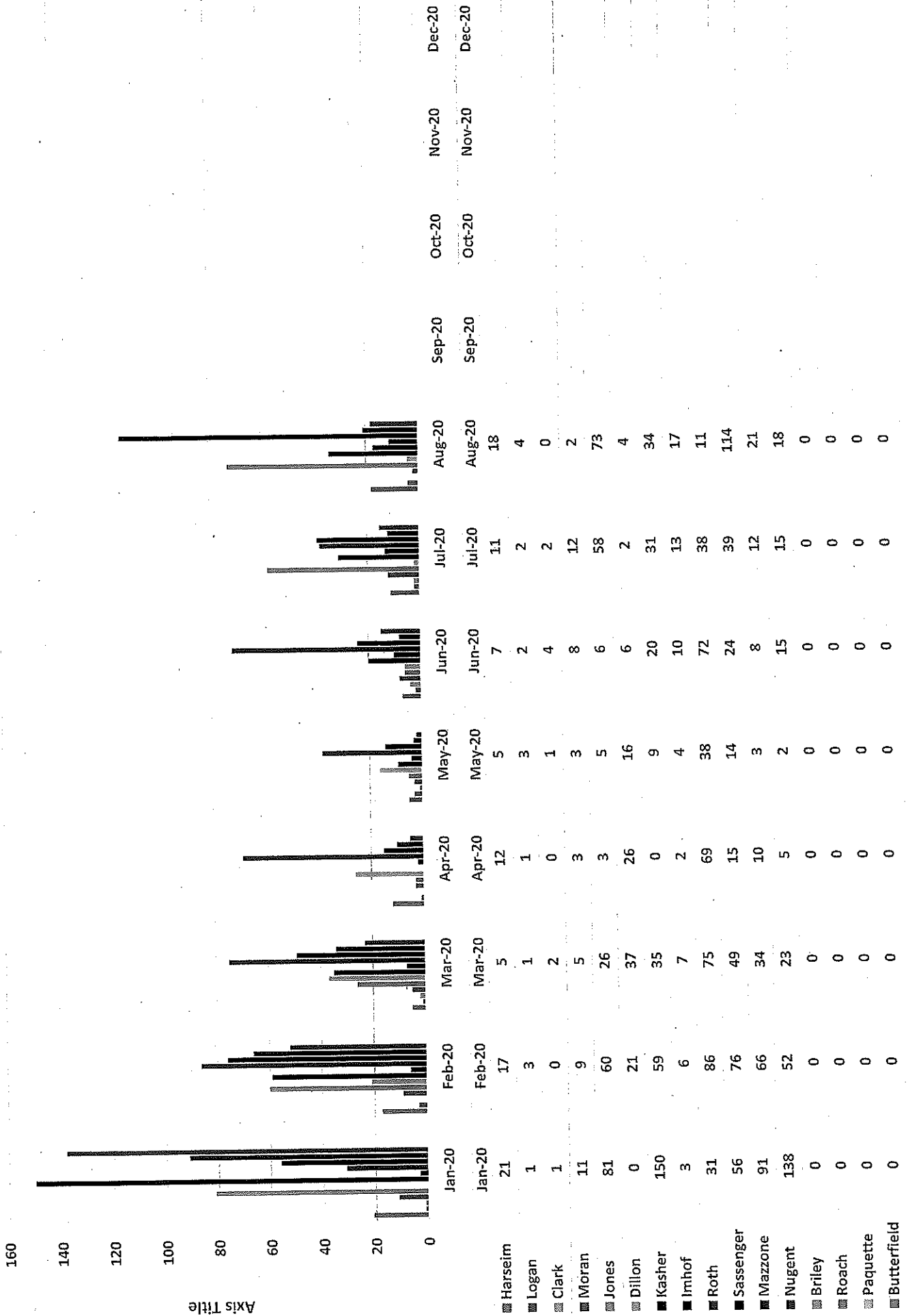
January 1 2020 – Dec 31 2020





# Self-Initiated Activity

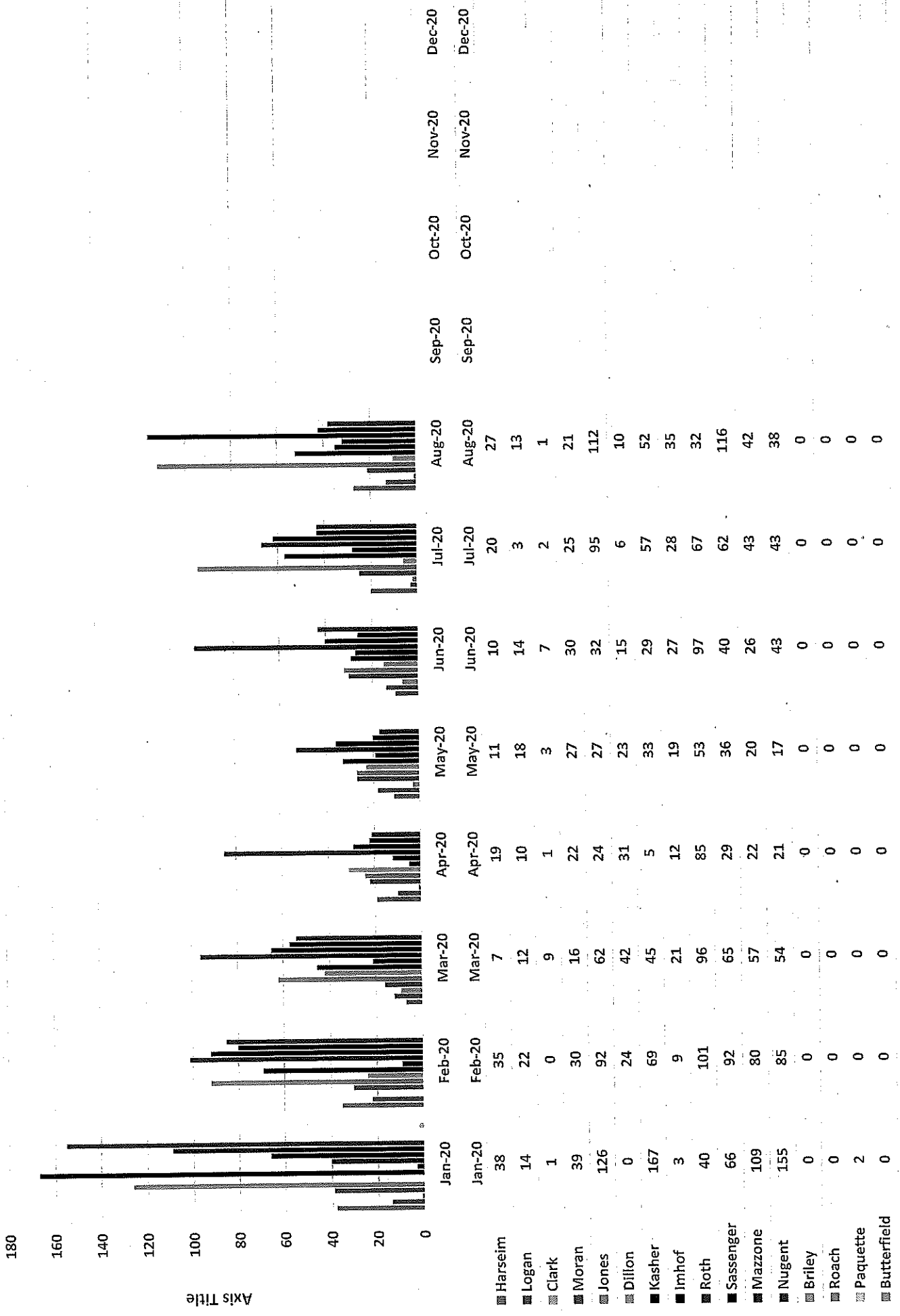
January 1 2020 – Dec 31 2020





# Total Officer Activity

January 1 2020 – Dec 31 2020







2020 ACCIDENT REPORTS

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
DILLON		1				1							2
HARSEIM													
IMHOF		1			2	1	1	4					9
JONES	7	1	1		1	2		1					13
KASHER							1						1
LOGAN	2	1			1								4
MAZZONE	1		1			2		1					5
MORAN	1	3		4	1	2							11
NUGENT		3	2	1	1	1	3						11
ROTH			1				1						2
SASSENGER			1										1
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
<b>TOTAL</b>	<b>11</b>	<b>10</b>	<b>6</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>6</b>	<b>6</b>					<b>59</b>

**2020 CALLS REQUIRING A REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK	3	1	14	4	8	11	1	7					49
DILLON		6	3	3	12	18	17	12					71
HARSEIM	3	27	6	10	14	6	20	12					98
IMHOF	1	4	3	13	18	21	18	27					105
JONES	24	20	0	10	18	21	19	66					178
KASHER	3	19	13	3	31	18	24	31					142
LOGAN	14	13	7	8	13	21	3	11					90
MAZZONE	12	17	19	12	31	34	29	42					196
MORAN	35	27	16	18	25	30	23	24					198
NUGENT	21	44	19	24	17	30	30	27					212
ROTH	25	24	21	6	19	29	20	31					175
SASSENGER	14	18	11	5	15	15	16	9					103
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
<b>TOTAL</b>	<b>155</b>	<b>220</b>	<b>132</b>	<b>116</b>	<b>221</b>	<b>254</b>	<b>220</b>	<b>299</b>					<b>1617</b>