

**COAL CITY  
VILLAGE BOARD MEETING**

**WEDNESDAY  
FEBRUARY 8, 2017  
7 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                      January 25, 2017
4. Approval of Warrant List
5. Public Comment
6. Recognition                              Eagle Scout Recipient-Nolan O'Keefe
7. Letter of Request                      DAD's Day-June 17, 2017  
Will-Grundy Counties Building & Const. Trades  
Council

8. Letter of Request            5K Run/Walk Fundraiser-November 26, 2017  
Caldwell Banker Honig-Bell Realty
  
9. Ordinance 17-02            Conditional Use Permit  
235 E. Oak Street  
John Trotter, Paper Mill Investments, LLC
  
10. Ordinance 17-03            Authorizing a Loan From Centru Bank for  
\$210,000 for the Purchase of Dispatching  
Technology Upgrade Equipment
  
11. Report of Mayor
  
12. Report of Trustees:        T. Bradley  
    J. Wren  
    D. Togliatti  
    D. Greggain  
    R. Bradley  
    N. Nelson
  
13. Report of Village Clerk
14. Report of Village Attorney
15. Report of Village Engineer
16. Report of Chief of Police
17. Report of Village Administrator
18. Executive session to discuss acquisition of property and personnel
19. Adjourn



## **D.a.d.'s Day**

January 19, 2017

MAYOR OF COAL CITY  
515 S BROADWAY  
COAL CITY, IL 60416

To Whom It May Concern:

The Will-Grundy Counties Building & Construction Trades Council and Kankakee/Iroquois Counties Building Trades of the AFL-CIO will once again hold its annual fundraiser for DAD's Day, scheduled for Saturday, June 17, 2017.

This is the 31th year the Building Trades has helped host this fund raiser to help fight diabetes. Each year's collection seems to surpass the previous year. Last year in Will and Grundy Counties and Kankakee County area, we collected over \$44,000.00. This year we would like to at least match that amount, if not surpass it.

Again, numerous Building Trade's volunteers, their families and friends will be donating their time for this worthy cause. With the help of our area businesses and our community leaders, allowing us to collect in front of their establishments and at various intersections, our Unions can help raise money for research, so one day there may be a cure for diabetes.

We are again asking for your support to work with us on Saturday, June 17, 2017. We ask your permission to use designated intersections for our collections. We will be collecting between the hours of 8:00 am and 12:00 pm. If there are any permits that need to be issued, we ask your help in obtaining them. We are also asking your permission to ask various businesses to use their storefronts for our collections.

In the past, many of our community officials have given us verbal permission over the telephone to conduct our fundraiser. We have had a slight problem with miscommunication with community officials and police departments. If we could have a letter or written statement that we have been approved, it would be greatly appreciated. *You may also email approval to [sj@ibewlocal176.org](mailto:sj@ibewlocal176.org) or fax approval to (815) 729-2176.*

If you have any questions, please feel free to contact our office at (815)729-1240 and speak to Sharon. Thanking you in advance for your help and cooperation.

Sincerely

*Dale Magruder, sj*

*Scott Smith, sj*

Dale Magruder  
Chairman, DAD's Day 2017  
DM/sj

Scott Smith  
Co-Chairman, DAD's Day 2017



HONIG-BELL

## Letter of Request

January 27, 2017

Village of Coal City  
Attn: President Terry Halliday  
and Village Trustees  
515 S. Broadway St.  
Coal City, IL 60416

Dear President Halliday and Village Trustees,

The Lori Bonarek Team of Coldwell Banker Honig-Bell would like to sponsor a 5K Run/Walk on November 26, 2017. We do not have an exact time set but we would like have it before the tree lighting ceremony the Junior Women's Club sponsors that day. It would be a Santa 5K and we would encourage participants and spectators to dress in Santa and/or holiday attire. We are hoping this can be an annual event benefiting a different local charity each year. Our team plans to contact the local merchants to see if they would include coupons or give aways in the goodie bag participants will receive. This should encourage participants to visit the local merchants then attend the tree lighting.

The route we would like to use is start/registration at Babe's Tap then South on Broadway to Reed Rd, turn around at Cardinal Transport then back. In order to accomplish this, we would need to close portions of Broadway St., Walnut St., Elm St., Pine St., and Reed Rd.

Thank you for your consideration.

Sincerely,

*Lori Bonarek*

Lori Bonarek  
Broker/REALTOR

*Jennifer Phillips*

Jennifer Phillips  
Licensed Assistant

*Amy Foley*

Amy Foley  
Buyer's Agent

## MEMO

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

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

**MEETING**

**DATE:** February 8, 2017

**RE:            CONDITIONAL USE FOR CURRENT AND FUTURE USE AT FORMER  
PAPERMILL SITE**

John Trotter, the owner of the former Paper Mill property is requesting a conditional use to store debris on his property to be crushed into fill and kept on the property to increase the grade of his property and increase the base material in preparation for future sale. The conditional use would allow hauling of material onsite within regular business hours and then only allow crushing with a machine containing internal dust control no more than 15 days annually from 12/1 – 3/10 of each year; no more than 25% of the material brought onsite may be utilized for sale and leave the property.

Due to the complexity of this conditional use, the petitioner signed a cost recovery agreement wherein a recorder, environmental specialist, and the Village Attorney were present to assist the Zoning Board of Appeals with its deliberation. After attending the public hearing, the environmental firm has been reviewing the petitioner's IEPA ROSS (Registration of Smaller Sources program) permit and determining if anything further is necessary to be included within the ordinance. Should anything else be necessary, new ordinances shall be sent along prior to or explained at Wednesday's evening.

The public hearing for this matter was conducted at the January 16<sup>th</sup> meeting of the Planning & Zoning Board. There were some adjacent property owners in attendance but no one aside from the petitioner rose to speak concerning the conditional use request. The Recorder's transcript from the meeting has been attached. During the meeting, the Zoning Board of Appeals requested if the requested use was amenable to a time restriction in addition to the restriction of total grade that was submitted along with the petition. A five –year restriction was added within the conditions and recommended positively to the Board for adoption within those conditions provided in the ordinance. It was approved unanimously. These conditions to be included within the ordinance were

- A. Hauling and/or crushing of material shall occur during regular established hours of business, which shall not extend after 4:00pm on week days, i.e. Monday through Friday, and shall not begin prior to 8:00am.
  
- B. Recycling of the stored material shall not occur more than 15 days per crushing season and shall not last longer than 5 total years. The first crushing season shall be concluded by March 10, 2017. Thereafter, each crushing season begins on December 1<sup>st</sup> and concludes by March 10<sup>th</sup>. For example, the current availability to operate with

the conditional uses shall close the 2016 Crushing Season. The remaining seasons are listed hereafter and shall conclude at the time the property has reached the planned grade for the industrial property.

2017 Crushing Season – 12/1/2017 – 3/10/2018

2018Crushing Season – 12/1/2018 – 3/10/2019

2019Crushing Season – 12/1/2019 – 3/10/2020

2020Crushing Season – 12/1/2020 – 3/10/2021

- C. The conditional uses of the property, i.e. outdoor storage associated with permitted and conditional uses on the property (Table 9, Group AA, No. 40), gravel manufacturing (Table 9, Group AA, No. 30), and loading, crushing and hauling of aggregate (Table 9, Group AA, No. 36) shall cease at that time at which the property has been backfilled to an elevation of 571 feet above sea level.
- D. Recycling and/or crushing of aggregate material must abide by the performance standards set forth within Section 156-205. Crushing of material may only occur utilizing equipment containing operational internal water dust suppression technology; this equipment must produce a water cloud mist to eradicate dust emissions. The placement of the crushing/recycling machinery must occur within the bounds of the location submitted and attached as Attachment A on the far northeast portion of the industrial property.
- E. All sources of material, quantities, and post-recycling material shall be monitored and recorded per the State of Illinois Environmental specifications and at minimally shall contain 97% concrete, non-hazardous material.
- F. No more than 25% of the aggregate material recycled onsite during the prior crushing season may leave the location for offsite deliveries from the onset of the crushing season until the beginning of the next crushing season. Any portion of aggregate allowed to leave the premises is forfeited if it is not moved in a timely manner.
- G. Nothing contained within this Ordinance shall usurp any state or federal guideline/requirements for filling one's property with aggregate material. Improvements to the property including final drainage must comply with all applicable laws.
- H. The property shall be operated according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of January 16, 2017.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Authorizing a Conditional Use at 235 E. Oak Street for the hauling, creation, and storage of aggregate material within certain conditions.

**DRAFT**

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

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ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE GRANTING A CONDITIONAL USE TO THE ZONING CODE  
ALLOWING FOR THE HAULING, STORING, AND PROCESSING OF MATERIAL AT  
235 E. OAK STREET**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY  
TIMOTHY BRADLEY  
DAN GREGGAIN  
NEAL NELSON  
DAVID TOGLIATTI  
JUSTIN WREN  
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 \_\_\_\_\_, 2017

**DRAFT**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A CONDITIONAL USE TO THE ZONING CODE ALLOWING FOR THE HAULING, STORING, AND PROCESSING OF MATERIAL AT 235 E. OAK STREET**

**WHEREAS**, an application for conditional uses provided in Section 156-230 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by property owner John Trotter (“applicant”) on November 30, 2016 for a permanent conditional use at 235 E. Oak Street; and

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

**WHEREAS**, the petitioner seeks multiple uses on the property including Table 9, Group AA, No. 30 – Gravel Manufacturing, Table 9, Group AA, No. 36 - ...[L]oading and hauling of...gravel or other aggregate...including equipment...for...crushing, mixing, washing or storage, and Table 9, Group AA, No. 40 – Outdoor storage associated with any permitted or conditional use in the district; and

**WHEREAS**, a public hearing was noticed and duly held on January 16, 2017; subsequent to the public hearing, the Zoning Board of Appeals positively recommended to the Board of Trustees the petition to include conditional uses allowing for the hauling, storage, and processing of material on the petitioner’s property; and

**WHEREAS**, Section 156-230 permits the Village Board to approve Conditional Uses according to the Village 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.** Furthermore, the Board of Trustees finds the following regarding the petitioner’s request for a certain conditional uses:

1. **Traffic.** The intended traffic pattern for deliveries to and from the property shall utilize an existing road constructed according to the State of Illinois requirements and shall not bring overweight loads to or from the property. The restricted hours of business for the location will ensure trucks access the property at the most highly visible times of the day.



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2. **Environmental Nuisance.** The intended use of the property shall comply with the Village's Performance Standards provided within Section 156-205, which sets forth the standards concerning noise, vibration, smoke, particulate matter, toxic matter, odor, glare, heat, and radioactive material. Limits upon the hours of operation are included in the conditions to assist in abiding by the noise performance standards; a limitation upon the equipment allowed to crush the aggregate has been included to ensure compliance with the particulate matter performance standard.
3. **Neighborhood Character.** This property has been zoned industrial and is set apart from adjacent residential properties to the west by the BNSF Railroad and is bordered by a natural drainage ditch restriction to the east. The utilization of the conditional use shall not result in a deleterious effect upon the neighboring properties during the creation of aggregate to bring the property up to grade and will ultimately result in improvement upon the property as it shall be prepared for further industrial development after the conditional use had been terminated.
4. **Public Services and Facilities.** The conditional use shall not result in the need for additional public services to the property. The existing water, sanitary, and road infrastructure is adequate for the utilization of this property and the conditional use shall not generate a disproportionate demand for public services. During the placement of aggregate created upon the property, positive drainage shall be improved due to the planned shaping of storm water drainage on the west side of the property.
5. **Public Safety and Health.** The proposed conditional use shall not be detrimental to the health of employees, patrons, or general public within the vicinity due to the use of specific property for the crushing of aggregate on the premises. Limitations upon the conditional use include IEPA testing procedure ensuring 97% of the material to be concrete and free of hazardous materials and the crushing may only occur through the use of equipment with internal water dust suppression, which produces a water cloud mist eradicating any dust emissions.
6. **Other Factors.** The proposed conditional use is compatible with the industrial uses found in the adjacent area south of Division and is planned to allow for future development after the conditional use has been exhausted and the property has been prepared for further industrial development.

**Section 3. Description of the Property.** The property is located at 235 East Oak Street in the Village of Coal City within an I-1 District. The legal description for the property is as follows:

PT NW - BEG 1354.05'E & 925'S NW COR, E770.9', SW TO INT NE LN RR & C/L VERMILLION ST, N TO SE LN RR, NE TO POB SEC 2-32-8.

**Section 4. Public Hearing.** A public hearing was advertised on December 28, 2017 in the Coal City Courant and held by the Zoning Board of Appeals on January 16, 2017, at which time the Board recommended the petition for approval by the Board of Trustees.

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**Section 5. Conditional Use.** The petitioner shall be allowed to haul concrete onto the industrial property for the processing and placement of legally conforming material within State of Illinois environmental standards until the topography of the property has increased to a ground elevation of 571' above sea level.

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

- A. Hauling and/or crushing of material shall occur during regular established hours of business, which shall not extend after 4:00pm on week days, i.e. Monday through Friday, and shall not begin prior to 8:00am.
- B. Recycling of the stored material shall not occur more than 15 days per crushing season and shall not last longer than 5 total years. The first crushing season shall be concluded by March 10, 2017. Thereafter, each crushing season begins on December 1<sup>st</sup> and concludes by March 10<sup>th</sup>. For example, the current availability to operate with the conditional uses shall close the 2016 Crushing Season. The remaining seasons are listed hereafter and shall conclude at the time the property has reached the planned grade for the industrial property.
  - 2017 Crushing Season – 12/1/2017 – 3/10/2018
  - 2018 Crushing Season – 12/1/2018 – 3/10/2019
  - 2019 Crushing Season – 12/1/2019 – 3/10/2020
  - 2020 Crushing Season – 12/1/2020 – 3/10/2021
- C. The conditional uses of the property, i.e. outdoor storage associated with permitted and conditional uses on the property (Table 9, Group AA, No. 40), gravel manufacturing (Table 9, Group AA, No. 30), and loading, crushing and hauling of aggregate (Table 9, Group AA, No. 36) shall cease at that time at which the property has been backfilled to an elevation of 571 feet above sea level.
- D. Recycling and/or crushing of aggregate material must abide by the performance standards set forth within Section 156-205. Crushing of material may only occur utilizing equipment containing operational internal water dust suppression technology; this equipment must produce a water cloud mist to eradicate dust emissions. The placement of the crushing/recycling machinery must occur within the bounds of the location submitted and attached as Attachment A on the far northeast portion of the industrial property.
- E. All sources of material, quantities, and post-recycling material shall be monitored and recorded per the State of Illinois Environmental specifications and at minimally shall contain 97% concrete, non-hazardous material.
- F. No more than 25% of the aggregate material recycled onsite during the prior crushing season may leave the location for offsite deliveries from the onset of the crushing season until the beginning of the next crushing season. Any portion of aggregate allowed to leave the premises is forfeited if it is not moved in a timely manner.

**DRAFT**

- G. Nothing contained within this Ordinance shall usurp any state or federal guideline/requirements for filling one's property with aggregate material. Improvements to the property including final drainage must comply with all applicable laws.
- H. The property shall be operated according to the standards and design as presented within the Applicant's petition and consistent with the Public Hearing of January 16, 2017.

**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 \_\_\_\_\_, 2017, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

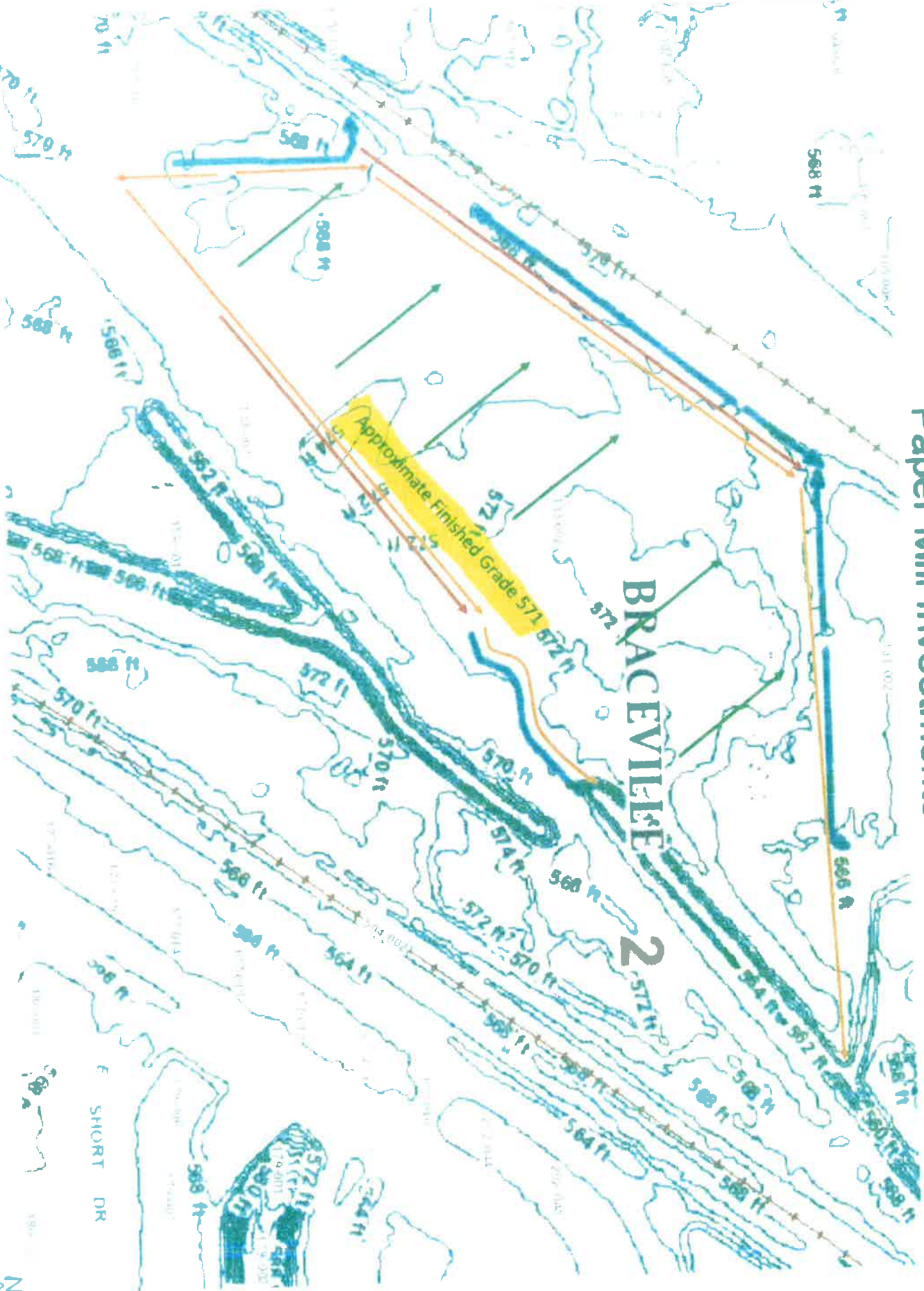
\_\_\_\_\_  
Terry Halliday, President

Attest:

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

Paper Mill Investments

BRACEVILLE 2



- Existing Drainage 2 ft topo & site observation
- Preliminary Maintenance Work
- Proposed Ditch Grading per Village Ordinance
- Proposed Site Slope (1% minimum) - Future

Existing Drainage Patterns



COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: JOHN TROTTER  
PAPER MILL INVESTMENTS, LLC

Address: 1085 S. MAZON ST, CC. Phone number: 815-791-0346

Owner represented by: Self  Attorney

Contract purchaser: N/A Other agent: N/A

Agent's name: N/A Phone number: N/A

Address: N/A

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

East F West I

What zoning ~~change~~ variance (specify): CONDITIONAL USE (SEE ATTACHMENT #1)

To allow what use: PRODUCTION OF FILL

Tax number of subject property: 09-02-133-002

Common address of property: 235 E. OAK STREET, COAL CITY

Parcel dimensions: IRREGULAR Lot area (sq. ft.): 413,384

Street frontage: ZERO

Legal description: SEE ATTACHMENT #2 + #3

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.

JOHN TROTTER being first duly sworn, on oath deposes and says,

Applicant's Name John Trotter

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

Subscribed and sworn before me on this 29th day of November, 2016

Notary Public (Seal)



Signature of Owner Tiffany M. O'Connor

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

Please note the number of pages attached. 5

FOR OFFICE USE ONLY

Case number	<u>ZA-276</u>	Location of hearing	
Filing date	<u>11-30-16</u>	Village Hall	
Hearing date	<u>1-16-17</u>	515 South Broadway	
Filing fee	\$ <u>100.00</u>	Coal City, Illinois	
Hearing time	<u>2pm</u>		

**Variance Application  
Attachment #1  
Defining the Variance**

The former Paper Mill property (**Attachment 2 & 3**) is in need of additional fill in order to make the land more marketable within its existing industrial zoning. The Planning & Zoning Board was introduced to the ability of current crushing technology that allows portable equipment to crush concrete into fill that will be the base for future industrial buildings.

Please consider granting a conditional use to allow hauling of concrete debris to the location within EPA guidelines and recycle crushing of the concrete onsite for distribution throughout the property within a very limited scope. The village previously provided a temporary permit for the outside storage of concrete debris and allowance for recycling which aided Coal City residents, providing them lower cost debris removal when demolishing their houses. I would like this prior contractual variance to be replaced with a conditional use permit variance that shall expire once the topography plan for the property has been met. Currently, the existing concrete debris is estimated to provide approximately 20% of the total fill needed on the property when crushed.

The material to be recycled will only be 97% concrete, free from hazardous material as described by the IEPA including testing procedures. 3% of the material processed will be deleterious material as described by the IDOT material specifications. All sources of material, quantities, and post recycling use will be monitored and recorded as required by IEPA standards.

The property is currently zoned I-1. The Conditional Use Variances being sought are the following as verbatim from the Coal City Code:

**Group AA, #30** – Gravel Manufacturing

(Recycled material will only be of two classified products: CA-6 road mix and Coarse aggregate 3" minus.) (Note: rebar is removed in the recycling process and sold as scrap.)

**Group AA, #36** – "... loading and hauling of ...gravel or other aggregate...including equipment...for...crushing, mixing, washing or storage..."

(The recycled material may be used offsite as a inexpensive alternative to new materials as a cost savings to others. The sale of these products, taxable, will never exceed 25% of the volume recycled. A Royalty of \$1 per cubic yard of materials sold will be paid to the Village of Coal City for all sales up to the volume allowed. Estimated yearly sales are 1,000 cubic yards.)

**Group AA, #40** – Outdoor storage associated with any permitted or conditional use in the district. (Stockpiles of raw material will be stockpiled prior to recycling. After

recycling the material will be stockpiled. Throughout the year as weather and work scheduling is allowed, the material will be placed as the controlled fill on the site to provide to prepare the property for a future (unknown) building or use. At the same time as fill placement, drainage will be improved by open waterways and berms at the outer perimeters will be constructed to improve the property and segregate it from the Railroad and other Industrial properties. )

**These conditional use variances are being requested with the following limitations:**

- 1) Hauling to the location shall occur within the regular business hours for receiving concrete debris at the location. This would be Monday through Friday between the hours of 8:00 am and 4:00 pm.
- 2) Recycling crushing shall occur for no more than 15 days each crushing season. The season for crushing shall begin on December 1<sup>st</sup> and run through March 10<sup>th</sup>. Recycling will only occur Monday through Friday of normal business days between the hours of 8 am and 4 pm, Monday through Friday. Conditional use variances on the property will not exceed the performance standards allowed within Section 156.205
- 3) Location: Recycling will only occur at the far Northeast section of the property. The farthest area from residential properties on the other side of the BNSF Railroad buffer. Berms, drainage ditches, and fill will be placed over the entire property.
- 4) Recycling will only occur with the use of the internal water dust suppression and the additional Dust Boss producing a water cloud mist to eradicate dust emissions.
- 5) No more than 25% of recycled aggregate may leave the location on an annual basis. The majority of material being created via the concrete recycling process is to provide the fill necessary to prepare the property for development. Upon the fill reaching the topography plan attached showing final elevations of 571 above sea level, the requested conditional use variances shall cease.

**Attachment 4 – Grading Plan:** This shows the current surface water flows and existing ground elevations along with proposed routing of surface water.

**Attachment 5 – Final Topography Plan:** This indicates the final ground elevations of 571.

### **CONCLUSION**

The intent is to prepare the described property for its SALE as an improved parcel of land with good drainage, good sight & sound barriers, and proper elevations as prescribed by the existing Coal City Storm Water Ordinance. It should be easily understood the value of the property is improved by preparing it for industrial development as the Village sees fit in the future. To that extent, only the ground elevation and all edge of property surface drainage is to be brought to minimal standards.



No investment of infrastructure, perceived buildings and roads and parking are being considered. That is the duty of a developer with a plan for use.

There is no intent on making the property a construction yard for the continual use of storage of materials, recycling material, or rental space for any other purpose.

This conditional use variance request is only a means to an end; encouraging the sale of the property by improving the site attributes of fill requirements, drainage requirements, and buffer augmentation.

# ATTACHMENT #2

**Grundy County**  
 Thomas L. Hougas  
 Supervisor of Assessments  
 111 E Washington St  
 Morris, IL 60450  
 Phone: (815) 941-3269  
 Fax: (815) 941-2126

PIN 09-02-133-002

Parcel Information

BRACEVILLE TOWNSHIP

Street Address:  
 235 E OAK ST  
 COAL CITY IL 60416

Subdivision:  
 Neighborhood:

Legal Information

Property Class: 0080 Industrial  
 Lot Type: IRREGULAR  
 Lot Number:  
 Lot Acres: 9.49  
 Lot Size: 413,384 Sq. Ft



2013 Demo Front View - 2

Sale Information

Sale Date	Sale Amount	Document Number
01/13/2014	120,000	544437

Assessment Information

Year	Type	Land Unimproved/Farm	Land Improved	Building Other/Farm	Building	Total	Market Value
2016	Normal	0	21,370	0	0	21,370	64,110
2015	Normal	0	21,370	0	0	21,370	64,110
2014	Normal	0	21,370	0	0	21,370	64,110

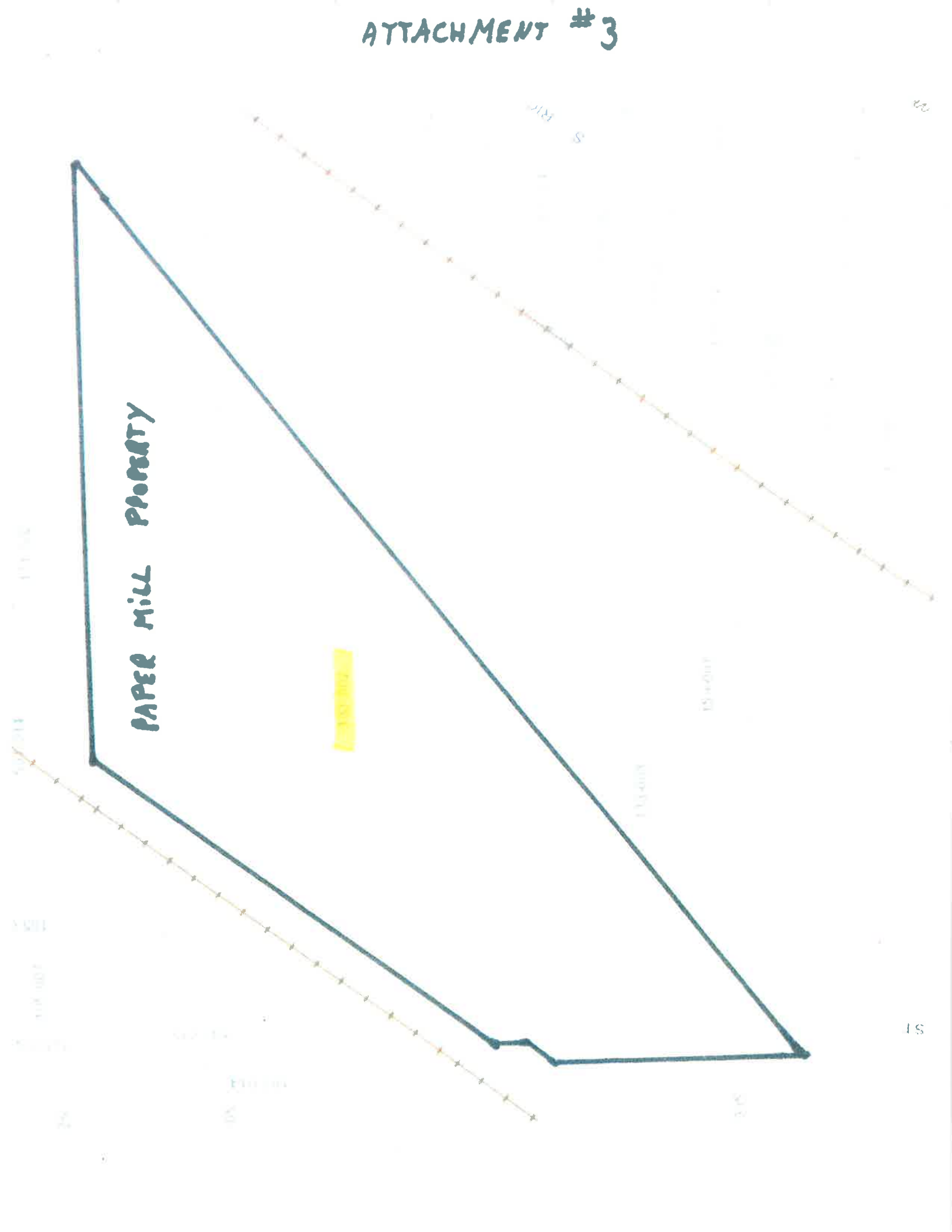
Building Information

Type of Use:	Fireplace:
Style:	Central Air:
Model Name:	Deck:
Year Built:	Porch:
Ground Sq. Ft:	Patio:
Total Sq. Ft:	Garage:
Bathroom:	
Basement:	

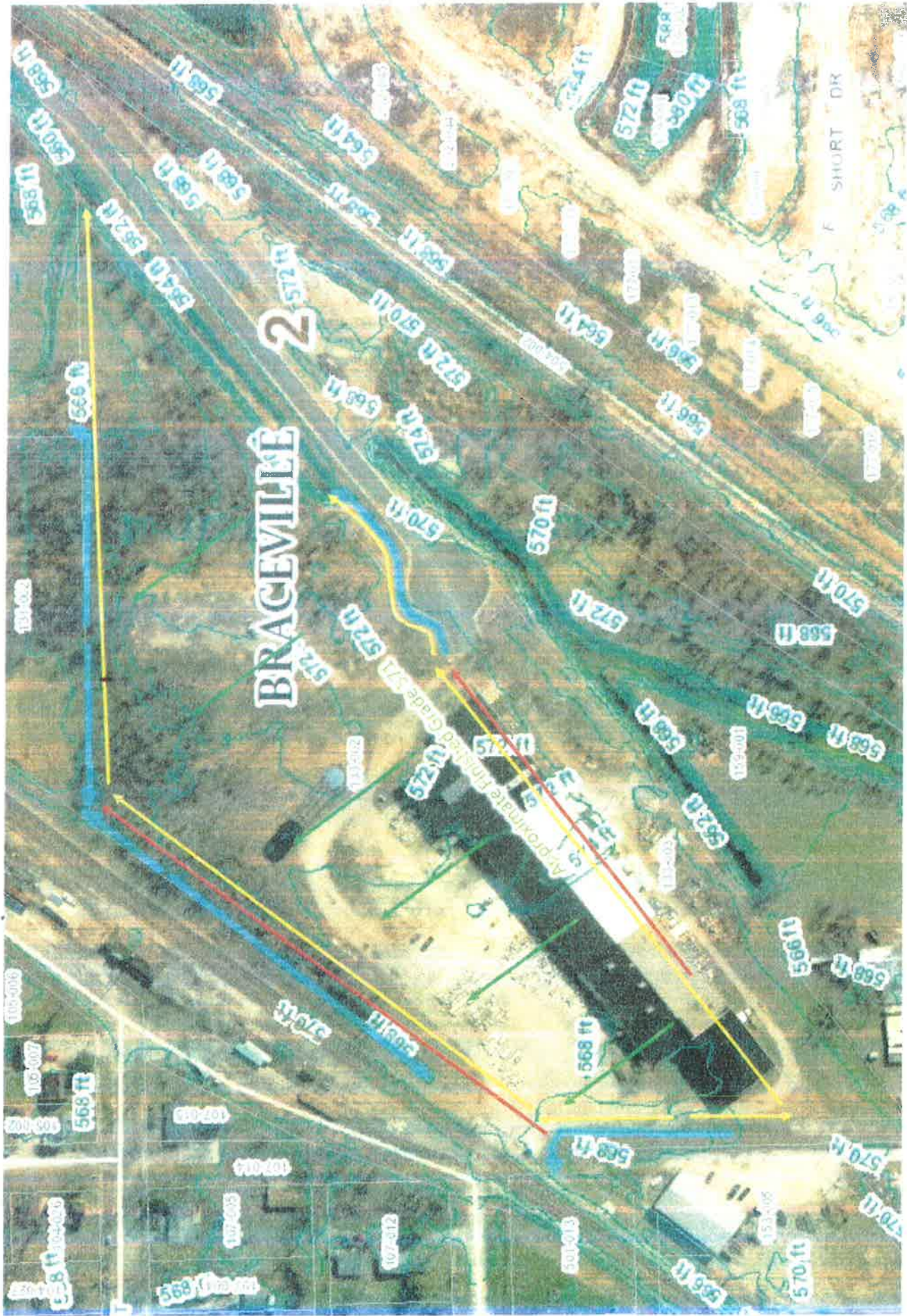
# ATTACHMENT #3

PAPER MILL PROPERTY

2000



# ATTACHMENT # 4 Paper Mill Investments

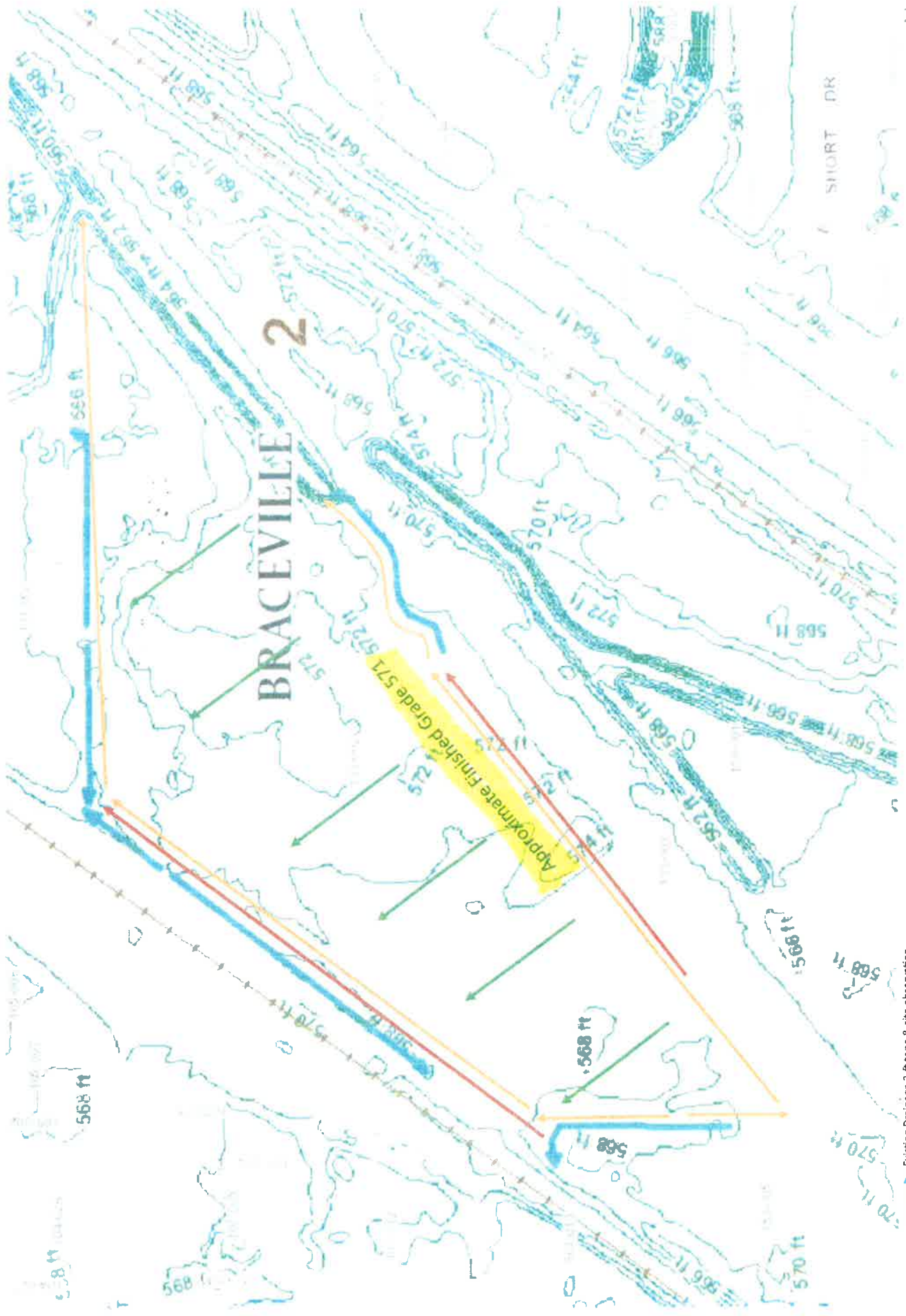


Existing Drainage 2-ft. topo & site observation  
 Preliminary Maintenance Work  
 Proposed Ditch Grading, per Village Ordinance - Future  
 Proposed Site Slope (1% minimum) - Future  
 Source: Granby County Web Mapping Applications Date: 4/25/2014

Existing Drainage Patterns



# ATTACHMENT 5 Paper Mill Investments



- Existing Drainage 2-ft topo & site observation
- Preliminary Maintenance Work
- Proposed Ditch Grading per Village Ordinance - Future
- Proposed Site Slope (1% minimum) - Future



Source: Gundy County Web Mapping Applications Date: 4/25/2014

## Existing Drainage Patterns

1 BEFORE THE COAL CITY PLANNING AND ZONING COMMISSION

2 COAL CITY, ILLINOIS

3 ZONING BOARD OF APPEALS )

4 PUBLIC HEARING )

5 CONTINUANCE VARIANCE REQUEST: )

6 70 BLACKSTONE STREET )

7 GEORGE ROBLES )

8 ----- )

9 CONDITIONAL USE PERMIT: )

10 235 E. OAK STREET )

11 JOHN TROTTER )

12 PAPER MILL INVESTMENTS, LLC )

13 REPORT OF PROCEEDINGS had in the above-entitled  
14 matters, at the Coal City Village Hall, 515 South  
15 Broadway, Coal City, Illinois, on the 16th day of  
16 January, at 7:00 p.m.

1 COMMISSIONERS PRESENT:

2 MS. GEORGETTE VOTA - CHAIRPERSON

3 MS. SARAH BEACH

4 MR. IRVING DEWALD

5 MR. JOHN HAWKINSON

6 MS. MARIA LEWIS

7 MR. WALT MAHAFFEY

8 MR. MAX VALDEZ

9 VILLAGE PERSONNEL PRESENT:

10 MR. MATT FRITZ - Village Administrator

11 MS. PAM NOFFSINGER - Commission Clerk

12 MR. RICHARD "BOB" MALONE - Building Inspector

13 ALSO PRESENT:

14 MR. MARK R. HEINLE

15 Ance! Glink Diamond Bush Dicianni & Krafthefer  
16 1979 Mill street, Suite 207

17 Naperville, IL 60563

18 appeared on behalf of Village of Coal City

1 CHAIRPERSON VOTA: We're going to have to start.  
2 okay. Let's call the coal City  
3 Planning and Zoning Board meeting, January 16th, to  
4 order, please.  
5 Roll call.  
6 MS. NOFFSINGER: Mrs. Lewis.  
7 COMMISSIONER LEWIS: Yes.  
8 MS. NOFFSINGER: Mr. Valdez.  
9 COMMISSIONER VALDEZ: Yes.  
10 MS. NOFFSINGER: Mrs. Beach.  
11 COMMISSIONER BEACH: Yes.  
12 MS. NOFFSINGER: Mrs. Vota.  
13 CHAIRPERSON VOTA: Yes.  
14 MS. NOFFSINGER: Mr. Hawkinson.  
15 COMMISSIONER HAWKINSON: Here.  
16 MS. NOFFSINGER: Mr. Mahaffey.  
17 COMMISSIONER MAHAFFEY: Yes.  
18 MS. NOFFSINGER: Mr. Dewald.  
19 COMMISSIONER DEWALD: Here.  
20 CHAIRPERSON VOTA: Approval of the minutes. If  
21 everybody could review them from the last meeting, and  
22 if there is no questions or corrections, I'll entertain  
23 a motion.  
24 COMMISSIONER HAWKINSON: Make a motion that we

1 accept the minutes of the January 3rd meeting as  
2 written.  
3 COMMISSIONER LEWIS: Second.  
4 CHAIRPERSON VOTA: Okay. A first and a second.  
5 Roll call.  
6 MS. NOFFSINGER: Mrs. Lewis.  
7 COMMISSIONER LEWIS: Yes.  
8 MS. NOFFSINGER: Mr. Valdez.  
9 COMMISSIONER VALDEZ: Yes.  
10 MS. NOFFSINGER: Mrs. Beach.  
11 COMMISSIONER BEACH: Yes.  
12 MS. NOFFSINGER: Mrs. Vota.  
13 CHAIRPERSON VOTA: Yes.  
14 MS. NOFFSINGER: Mr. Hawkinson.  
15 COMMISSIONER HAWKINSON: Yes.  
16 MS. NOFFSINGER: Mr. Mahaffey.  
17 COMMISSIONER MAHAFFEY: Yes.  
18 MS. NOFFSINGER: Mr. Dewald.  
19 COMMISSIONER DEWALD: Yes.  
20 CHAIRPERSON VOTA: We are going to reconvene the  
21 continuance -- the public hearing for the continuance of  
22 the variance requested for 70 Blackstone street for  
23 George Robles.  
24 Matt, do you want to give us an

1 update on that since he's not here?

2 MR. FRITZ: Sure. Correct, George is not here.  
3 what has happened -- what I put at  
4 your spot was the findings of fact or prepared fact when  
5 the original public hearing was occurred. That was back  
6 on December 19th. So those findings of facts are there  
7 for you just to remind you.

8 There are conditions for the variance  
9 that have been prepared also which summarize the  
10 discussions that we've had.

11 kind of the change since our last  
12 meeting while we had been waiting for easements at the  
13 rear of the property, since the plat of survey came in,  
14 there actually is side yard there available that he  
15 could actually utilize for ingress, egress to the house.  
16 So he has agreed to put a door on the east side of the  
17 house as well as the required bedroom windows that are  
18 there. I think that might be a simpler solution to the  
19 issue as opposed to an easement.

20 And then I spoke incorrectly about  
21 the plat. It appeared as though from the descriptions  
22 that the building went past the line. It is just a  
23 concrete sidewalk. It looked like a concrete block  
24 building. The concrete goes past the line, not the

1 building of concrete block.

2 That means his building is on the  
3 line but not actually over like we had kind of feared  
4 when we saw the plat of survey.

5 So it is -- there hasn't been anyone  
6 to speak to it. It has been prepared. But then, again,  
7 George isn't here, so I guess perhaps you continue it  
8 again at this point and we see him at the next meeting  
9 or however you like to act.

10 CHAIRPERSON VOTA: Well, I just have a couple  
11 questions.

12 Let's have a moment of prayer for a  
13 quiet zone.

14 Okay. Thank you.

15 All right. Since he's not here, the  
16 easement is not an issue now because he's going to make  
17 his egress on the --

18 MR. FRITZ: East side of the house.

19 CHAIRPERSON VOTA: We just still have to do the  
20 side yard and the backyard variance I believe.

21 MR. FRITZ: Correct.

22 CHAIRPERSON VOTA: And that's it. Right?

23 MR. FRITZ: Yes.

24 CHAIRPERSON VOTA: Do we need to have him come



1 back? Or do we need --

2 MR. FRITZ: If you want to proceed, yes.

3 COMMISSIONER LEWIS: It is correct. He went back  
4 to what he decided at the last meeting.

5 MR. FRITZ: Yes.

6 COMMISSIONER LEWIS: With the change of venue of  
7 the door instead of needing to come up with that  
8 easement. So he's presenting everything that he needed  
9 to present.

10 MR. FRITZ: The most important condition on there  
11 is -- and we haven't really spoken about it because of  
12 dealing with the other issues on the house was that you  
13 can't have two principle structures on one lot. He has  
14 to demolish the front house. We just need to make sure  
15 that condition which is included in what is in front of  
16 you is included as part of the recommendation.

17 CHAIRPERSON VOTA: Okay.

18 COMMISSIONER LEWIS: Am I correct, we're dealing  
19 with only a 10 percent -- nonconforming lots we only  
20 need 10 percent?

21 MR. FRITZ: Ten percent side yard. Yes.

22 COMMISSIONER LEWIS: What was in the back?

23 MR. FRITZ: Zero.

24 COMMISSIONER LEWIS: But for the variance.

1 CHAIRPERSON VOTA: Twenty-five.

2 MR. FRITZ: Oh, what is it supposed to be?  
3 Thirty.

4 COMMISSIONER LEWIS: The backward is supposed to  
5 be 30?

6 MR. FRITZ: I think it's supposed to be 30.  
7 And it is zero.

8 COMMISSIONER LEWIS: RS3?

9 MR. FRITZ: Yes, RS3.

10 CHAIRPERSON VOTA: Twenty-five.

11 MR. FRITZ: Twenty-five for the rear.

12 COMMISSIONER LEWIS: Twenty-five foot rear  
13 variance.

14 CHAIRPERSON VOTA: Yes. 4.3 side yard variance.  
15 And then he has to demolish the other house.

16 COMMISSIONER LEWIS: We have to include in the  
17 motion the demolish -- okay.

18 COMMISSIONER HAWKINSON: Do that after he has  
19 occupancy.

20 MR. FRITZ: Correct. I say 90 days after  
21 issuance of the CO.

22 COMMISSIONER LEWIS: Is that standard? Is it 90?  
23 Or is it 45?

24 COMMISSIONER HAWKINSON: That's a good number.

1 MR. FRITZ: We can do 45 if you want.  
2 CHAIRPERSON VOTA: I think 90 is reasonable.  
3 COMMISSIONER LEWIS: I'm figuring it should be  
4 done in the spring. That gives him all summer to get it  
5 done, so 45 days. If you want to go 90, I'm fine.  
6 MR. FRITZ: Sixty it is.  
7 COMMISSIONER LEWIS: There you go. We'll split  
8 the difference. Sixty.  
9 CHAIRPERSON VOTA: All right. Sixty.  
10 COMMISSIONER HAWKINSON: Well, if the petitioner  
11 is not here and we decide to proceed and he doesn't like  
12 it, well, then I guess he has to come back.  
13 CHAIRPERSON VOTA: Okay. So any other questions  
14 or concerns on this?  
15 COMMISSIONER VALDEZ: Did he provide that  
16 agreement with Mr. (inaudible).  
17 CHAIRPERSON VOTA: He doesn't need one because  
18 he's not on their property.  
19 COMMISSIONER VALDEZ: Oh, he's not on their  
20 property?  
21 CHAIRPERSON VOTA: No. Because he's going to put  
22 the door on the side.  
23 MR. HEINLE: You might want to confirm that  
24 nobody is here on that topic.

1 CHAIRPERSON VOTA: Anybody here on the Robles  
2 public hearing? No.  
3 Okay. Then I guess I'll entertain a  
4 motion for the variance for the side yard setback of  
5 4.13 feet and backyard of 25 --  
6 COMMISSIONER LEWIS: 4.13 or 4.3?  
7 CHAIRPERSON VOTA: 1.3.  
8 And then the demolishing of the other  
9 structure has to be done within 60 days after the  
10 occupancy permit.  
11 COMMISSIONER LEWIS: He's doing the side and the  
12 windows.  
13 CHAIRPERSON VOTA: Pardon? That's about what he  
14 has to do. I don't think we have to put that in there.  
15 Do we?  
16 COMMISSIONER HAWKINSON: We're not doing a  
17 variance on the doors and windows.  
18 CHAIRPERSON VOTA: No. Any other things to add  
19 to the motion? If not...  
20 COMMISSIONER HAWKINSON: I make a motion that we  
21 accept the variance as our chairperson recited.  
22 COMMISSIONER DEWALD: I second.  
23 CHAIRPERSON VOTA: Roll call, please.  
24 MS. NOFFSINGER: Mrs. Lewis.

1 COMMISSIONER LEWIS: Yes.  
2 MS. NOFFSINGER: Mr. Valdez.  
3 COMMISSIONER VALDEZ: Yes.  
4 MS. NOFFSINGER: Mrs. Beach.  
5 COMMISSIONER BEACH: Yes.  
6 MS. NOFFSINGER: Mrs. Vota.  
7 CHAIRPERSON VOTA: Yes.  
8 MS. NOFFSINGER: Mr. Hawkinson.  
9 COMMISSIONER HAWKINSON: Yes.  
10 MS. NOFFSINGER: Mr. Mahaffey.  
11 COMMISSIONER MAHAFFEY: Yes.  
12 MS. NOFFSINGER: Mr. Dewald.  
13 COMMISSIONER DEWALD: Yes.  
14 CHAIRPERSON VOTA: Okay. We're going to move to  
15 the conditional use for John Trotter, Paper Mill, and I  
16 guess we need to swear in everybody that is going to  
17 speak at this one. Sorry about the last one. There  
18 wasn't anybody.  
19 MS. NOFFSINGER: Right hands, please.  
20 (witnesses sworn.)  
21 MS. NOFFSINGER: I only request if you do speak,  
22 please give me your name and address for the record.  
23 MR. HEINLE: And because there is a record being  
24 prepared at the proceedings, let's make sure we're

1 speaking one at a time. And I know the court reporter  
2 will appreciate, I'm sure, if we speak in a measuring  
3 pace so she can keep up. It is difficult sometimes when  
4 there is side conversations going on. That's all.  
5 CHAIRPERSON VOTA: Okay. Yes, as Mark said,  
6 we're going to ask that one person speak at a time when  
7 you are recognized. And we'll give everybody a chance  
8 to say whatever they want to say, and then we'll give  
9 the board some chances to respond or ask questions.  
10 So, Matt, do you want to give us a  
11 quick review? And then we'll go to the audience.  
12 MR. FRITZ: Sure.  
13 What is before you is a conditional  
14 use. John Trotter is here with us this evening as  
15 requested. A conditional use to allow hauling of  
16 concrete on to the industrial property, and processing  
17 and placing that material on the property up until it  
18 gets to a certain grade which is 571 feet.  
19 Up until this point, that property  
20 has received a lot of concrete debris due to the  
21 tornado, and he was issued a temporary permit in order  
22 to accommodate that property for utilization of storage  
23 of concrete.  
24 At this point he would like to

1 process that material and figure out what the long-term  
2 goal of that is so he's no longer operating on a  
3 temporary permit.  
4 what you are looking at this evening  
5 is a number of conditional uses. And so those  
6 conditional uses were listed within the application, and  
7 you can see them as group AA number 30, group AA  
8 number 36, and group AA number 40. Those are  
9 conditional uses that can be considered by the village  
10 board, ultimately recommended by the Zoning Board of  
11 Appeals for operation on an industrial property.  
12 COMMISSIONER LEWIS: What is that group A --  
13 where is that group A, and group A --  
14 MR. FRITZ: It is probably on --  
15 MR. HEINLE: It is in a table.  
16 CHAIRPERSON VOTA: Table 9.  
17 MR. FRITZ: Says variance application number 1.  
18 In your packet.  
19 CHAIRPERSON VOTA: Did -- were you able to give  
20 some of the people in the audience if they wanted any of  
21 that?  
22 MR. FRITZ: Yes, they are available. No one  
23 wanted them.  
24 CHAIRPERSON VOTA: No one wanted them. Okay.

1 John, you want to say anything right  
2 now?  
3 MR. JOHN TROTTER: I'm more here if anybody has  
4 any questions.  
5 CHAIRPERSON VOTA: Anybody have any questions?  
6 Comments? Okay.  
7 wait, any questions?  
8 COMMISSIONER MAHAFFEY: No.  
9 CHAIRPERSON VOTA: Irv?  
10 COMMISSIONER DEWALD: I'm good.  
11 CHAIRPERSON VOTA: John?  
12 COMMISSIONER HAWKINSON: Question, John: Between  
13 the times that you are -- when you end the crushing for  
14 the season, how much material do you expect to stockpile  
15 before the next season?  
16 MR. JOHN TROTTER: That's a hard number to  
17 quantify.  
18 COMMISSIONER HAWKINSON: Are you going to have a  
19 100-foot tall pile?  
20 MR. JOHN TROTTER: No. If there is -- I look  
21 forward to working with the village, so I'm going to  
22 work hand in hand with the administration and if it  
23 looks like it is getting too much or the administration  
24 isn't comfortable with it, a simple phone call.

1 COMMISSIONER HAWKINSON: Okay. Then you'll shut  
2 it off?  
3 MR. JOHN TROTTER: Yes. Yes.  
4 CHAIRPERSON VOTA: Anything else?  
5 COMMISSIONER HAWKINSON: That sounds reasonable.  
6 MR. JOHN TROTTER: I want to be a good neighbor  
7 to everybody.  
8 COMMISSIONER HAWKINSON: I have one more thing.  
9 I don't think it has to do with this conditional use.  
10 But on your property there was a  
11 mine, a mine shaft and an air shaft.  
12 MR. JOHN TROTTER: I have no idea where it is at.  
13 COMMISSIONER HAWKINSON: I can show you. My  
14 number whatever it is -- according to state 2344. And  
15 I'm sure the state has regulations on how you properly  
16 close the mine shaft and that.  
17 I don't know what you do if you can't  
18 find it, but I would think that the material above the  
19 mine was basically clay. That the ceiling material  
20 probably wouldn't be CA6 type material. I don't know.  
21 I think that's something you need to find out.  
22 MR. JOHN TROTTER: I can talk with you after the  
23 meeting.  
24 CHAIRPERSON VOTA: Okay, Sarah. Any questions?

1 COMMISSIONER BEACH: No.  
2 CHAIRPERSON VOTA: Max?  
3 COMMISSIONER VALDEZ: No.  
4 CHAIRPERSON VOTA: Maria?  
5 COMMISSIONER LEWIS: No, I am good.  
6 CHAIRPERSON VOTA: Okay. No other questions from  
7 the audience?  
8 All right. Then I guess I would  
9 look --  
10 And then, John, you said five years?  
11 You would be good with five years?  
12 MR. JOHN TROTTER: Yes.  
13 CHAIRPERSON VOTA: Okay.  
14 COMMISSIONER HAWKINSON: You think you'll be done  
15 then?  
16 MR. JOHN TROTTER: I hope so.  
17 COMMISSIONER HAWKINSON: If not, what -- do you  
18 have any plans beyond five years?  
19 MR. JOHN TROTTER: No. I am hoping to be done in  
20 five years. Hoping to be -- at five years is a long  
21 time.  
22 COMMISSIONER HAWKINSON: Yes. I just wanted to  
23 find that out.  
24 MR. HEINLE: You guys can recommend any condition

1 you want. I'm just -- for clarification purposes, the  
2 application referenced a height above sea level as sort  
3 of a cutoff point. When they hit height X, 571 feet.  
4 So if you are proposing something  
5 different or something additional such as, for example,  
6 it can operate until the first to occur of the  
7 expiration of five years or attaining 571 feet. Just  
8 want to make sure there is some clarity there. The five  
9 years sounds like a new concept which is fine, but  
10 just --  
11 CHAIRPERSON VOTA: It is one or the other.  
12 Either five years or hit the sea level.  
13 MR. JOHN TROTTER: That's fine.  
14 COMMISSIONER HAWKINSON: Finished grade.  
15 CHAIRPERSON VOTA: I guess I'm looking for a  
16 motion then to approve the conditional use for up to  
17 five years or to when the grade is completed. To allow  
18 the petitioner to haul concrete on to the industrial  
19 property for processing and placement of legal  
20 conforming material within the state of Illinois,  
21 environmental -- Illinois environmental standards, until  
22 the topographical of the property is increased to the  
23 ground elevation of 571 feet above sea level. With the  
24 limitations listed within the petition.

1 And, oh, and I forgot, we did not  
2 receive the receipts of the mailings, so we need to have  
3 those, too.  
4 MR. JOHN TROTTER: Okay.  
5 CHAIRPERSON VOTA: With the receipts and the  
6 mailings.  
7 COMMISSIONER LEWIS: So moved.  
8 COMMISSIONER MAHAFFEY: Second.  
9 CHAIRPERSON VOTA: Roll call, please.  
10 MS. NOFFSINGER: Mrs. Lewis.  
11 COMMISSIONER LEWIS: Yes.  
12 MS. NOFFSINGER: Mr. Valdez.  
13 COMMISSIONER VALDEZ: Yes.  
14 MS. NOFFSINGER: Mrs. Beach.  
15 COMMISSIONER BEACH: Yes.  
16 MS. NOFFSINGER: Mrs. Vota.  
17 CHAIRPERSON VOTA: Yes.  
18 MS. NOFFSINGER: Mr. Hawkinson.  
19 COMMISSIONER HAWKINSON: Yes.  
20 MS. NOFFSINGER: Mr. Mahaffey.  
21 COMMISSIONER MAHAFFEY: Yes.  
22 MS. NOFFSINGER: Mr. Dewald.  
23 COMMISSIONER DEWALD: Yes.  
24 CHAIRPERSON VOTA: Okay. We're good.

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(whereupon, public hearing  
concluded.)

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STATE OF ILLINOIS )  
COUNTY OF W I L L )

I, LEANN M. HIBLER, a Certified Shorthand  
Reporter of the State of Illinois, do hereby certify  
that I reported in shorthand the proceedings had at the  
meeting aforesaid, and that the forgoing is a true,  
complete, and correct transcript of the proceedings of  
said meeting as appears from my stenographic notes so  
taken and transcribed by me.



LEANN M. HIBLER, CSR, RMR, CRR  
IL CSR #084 003148

## MEMO

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

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

**MEETING**

**DATE:** February 8, 2017

**RE: BORROWING EQUIPMENT PURCHASE FOR DISPATCHING FROM CENTRUE**

The Village Board has been provided with information in the past and has voiced its opinion to Grundy County ETSB regarding the technology upgrades that were recently required in order to maintain support from Grundy Consolidated Dispatching Operations. Due to the requirements, the Village Board adopted Resolution 16-35 in December, which enabled Coal City to become one of the public safety entities, which continues to receive its services via new Starcom/Motorola technology.

As has been contemplated and was stated for the resolution's consideration, the Village of Coal City shall have three payments in connection with the operation of this new technology.

- 1.) the total of the capital purchase of the radio equipment, plus
- 2.) the initial impact fee (\$795,000 split on a monthly basis per the 460 users of Grundy Dispatching), plus
- 3.) the port fee (a monthly charge that increases to ensure Motorola contractually keeps the system up and running; starts at \$125,000 in 2018 and increases to \$143,046 by 2026)

Two of these payments are the initial capital investment being recouped by the Grundy County ETSB, which has entered into contract with Motorola jointly with WESCOM for the provision of the new technology. Each community had the ability to utilize Motorola financing bearing a 2.0% interest rate, which allowed the new technology to be purchased over a ten-year period or pay in full for the equipment by December of 2018. Coal City opted for the "pay-in-full" method, which means it is not required to make its payment until that time. However, in light of the volatility as to the funding formula for dispatching operations in Grundy County, paying the required capital fees immediately is advantageous for Coal City.

Centrue has provided loan terms to allow Coal City to pay for this equipment over a 4-year term at 1.98%. This will allow the Village to provide payment to Grundy County immediately and maintain its overall flexibility in regards to the long-term provision of its dispatching services. The amount approved for utilization by Coal City is \$210,000. This amount covers the total capital-related costs, i.e. \$152,993 for the communications devices, and \$55,332 for their related



impact fees (the impact fees are to be billed annually, but must be paid in full in cases of service separation). It is unexpected Coal City will need to utilize the full borrowing ability of this loan.

The Grundy County ETSB has decided upon refunding a portion of the fees paid into the Consolidated Dispatching operation to assist with the purchase of this capital expense. This refund, along with a portion of unused operational expenditures from this year's Police budget, will lessen the final borrowed amount from Centru. Following the Board's consideration and adoption of this loan, and the ETSB's refund, a payment shall be made to Grundy County to pay for the technology upgrade in full as soon as possible.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_\_: Entering into a Loan with Centru Bank for the purchase of Public Safety Dispatching Equipment and Capital fees.

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

---

ORDINANCE  
NUMBER \_\_\_\_\_

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**AN ORDINANCE AUTHORIZING A LOAN FROM CENTRUE BANK IN THE  
AMOUNT OF \$210,000.00 IN CONNECTION WITH THE VILLAGE OF COAL CITY'S  
ALLOCATED SHARE OF THE COST OF STARCOM21 EMERGENCY DISPATCH  
COMMUNICATIONS EQUIPMENT AND INFRASTRUCTURE TO ENABLE  
INTEROPERABLE TWO-WAY EMERGENCY COMMUNICATIONS**

---

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

ROSS BRADLEY  
TIMOTHY BRADLEY  
DANIEL GREGGAIN  
NEAL NELSON  
DAVID TOGLIATTI  
JUSTIN WREN  
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 \_\_\_\_\_, 2017

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A LOAN FROM CENTRUE BANK IN THE AMOUNT OF \$210,000.00 IN CONNECTION WITH THE VILLAGE OF COAL CITY'S ALLOCATED SHARE OF THE COST OF STARCOM21 EMERGENCY DISPATCH COMMUNICATIONS EQUIPMENT AND INFRASTRUCTURE TO ENABLE INTEROPERABLE TWO-WAY EMERGENCY COMMUNICATIONS**

**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; and

**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; and

**WHEREAS**, the Grundy County Emergency Telephone System Board ("ETSB") and its member governmental entities, inclusive of the Village, desire to modernize the ETSB's interoperable emergency radio dispatch system for use by first responders within the ETSB's service area via implementation of the Motorola StarCom21 Network; and

**WHEREAS**, the Village President and Trustees (cumulatively, the "Corporate Authorities") enacted Ordinance No. 16-35, entitled *An Ordinance Authorizing Entry into an Intergovernmental Agreement By and Between the Village of Coal City and the Grundy County Emergency Telephone System Board for Starcom21 Radio Project Component Acquisition and Financing* (the "Starcom Ordinance") at a duly noticed special meeting of the Corporate Authorities held at Coal City, Illinois at 5:00 p.m. on the 19<sup>th</sup> day of December, 2016; and

**WHEREAS**, the Corporate Authorities have entered into an intergovernmental agreement with the ETSB pursuant to the Starcom Ordinance providing for the Village's acquisition of two-way radios compatible with an upgraded interoperable radio network

infrastructure and related maintenance and airtime (cumulatively, the “Equipment”, as more particularly described in the Starcom Ordinance) and to finance that acquisition over a multi-year period in order to enhance the Village’s ability to respond to emergency call and spread the costs associated therewith over a multi-year term; and

**WHEREAS**, the Corporate Authorities hereby find and determine that it is desirable and in the best interest of the Village to acquire the Equipment for the use and benefit of the Village, consistent with and in furtherance of the general public and corporate purposes of the Village, but that the Village has insufficient funds on hand and lawfully available to do so, and as such, the Corporate Authorities now deem it advisable, necessary and in the best interest of the Village and its residents to borrow the aggregate principal amount of TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00) from Centru Bank at a fixed rate of interest of 1.98% for four (4) years for the aforesaid purposes, and authorize entry into such a loan from Centru Bank evidenced by a general obligation promissory note and other loan documents identified herein setting forth the terms and conditions associated with the aforesaid 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 Equipment 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) TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00) 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 1.98% and a repayment term not to exceed four (4) years, secured by the general obligation of the Village.

**SECTION 3. Authorization.**

**A.** The Village President and Village Administrator of the Village of Coal City are jointly and severally designated as authorized officials to act on behalf of the Village within the meaning of the Governmental Certificate pertaining to Loan Number 2017000310 attached hereto as Exhibit A.

**B.** The Village President and Village Administrator of the Village of Coal City are authorized and directed to execute the Promissory Note pertaining to Loan Number 2017000310 attached hereto as Exhibit B, Assignment of Deposit Account pertaining to Loan Number 2017000310 attached hereto as Exhibit C, and the Disbursement Request and Authorization pertaining to Loan Number 2017000310, attached hereto as Exhibit D (cumulatively, Exhibits A through D shall be known as the “Loan Documents” and are incorporated by reference as though fully set forth herein), and to take such actions and execute such other and further instruments consistent with the Loan Documents as may be necessary or convenient to borrow from Centru Bank an amount not to exceed the lesser of (i) TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$210,000.00) 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), at such interest rate, at such term, and subject to such terms and conditions as are set forth in the Loan Documents.

C. 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.

D. 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 \_\_\_\_\_, 2017, 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 A**

**LOAN NO. 2017000310 GOVERNMENTAL CERTIFICATE**

[INSERTED ON FOLLOWING PAGES]



**Exhibit B**

**LOAN NO. 2017000310 PROMISSORY NOTE**

[INSERTED ON FOLLOWING PAGES]

**Exhibit C**

**LOAN NO. 2017000310 ASSIGNMENT OF DEPOSIT ACCOUNT**

[INSERTED ON FOLLOWING PAGES]

**Exhibit D**

**LOAN NO. 2017000310 DISBURSEMENT REQUEST AND AUTHORIZATION**

[INSERTED ON FOLLOWING PAGES]

# GOVERNMENTAL CERTIFICATE

<b>Principal</b> \$210,000.00	<b>Loan Date</b> 01-25-2017	<b>Maturity</b> 01-25-2021	<b>Loan No</b> 2017000310	<b>Call / Coll</b> 8 / 310	<b>Account</b> V000501	<b>Officer</b> MENDJ	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Entity:** Village of Coal City, Illinois  
515 S Broadway St  
Coal City, IL 60416

**Lender:** Centurion Bank  
Coal City Branch  
660 S Broadway  
Coal City, IL 60416

**WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is Village of Coal City, Illinois ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Illinois. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains its principal office at 515 S Broadway St, Coal City, IL 60416. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATES ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on **January 25, 2017**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons is an Officials of Village of Coal City, Illinois:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Terry Halliday	Village President	Y	X _____
Matt Fritz	Village Administrator	Y	X _____

**ACTIONS AUTHORIZED.** Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

**Other Actions.** The authorizations provided hereunder are limited to the execution and delivery to Lender of the Promissory Note, Assignment of Deposit Account, and Disbursement Request and Authorization associated with Loan No. 2017000310, dated January 25, 2017, in the amount of \$210,000.00 cumulatively, the "Loan Documents", and to execute such other documents or perform such other acts as may be necessary or convenient to carry out and give effect to the terms of the Loan Documents.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Entity, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$210,000.00	01-25-2017	01-25-2021	2017000310	8 / 310	V000501	MENDJ	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Village of Coal City, Illinois  
515 S Broadway St  
Coal City, IL 60416

**Lender:** Centrue Bank  
Coal City Branch  
660 S Broadway  
Coal City, IL 60416

**Principal Amount: \$210,000.00**

**Date of Note: January 25, 2017**

**PROMISE TO PAY.** Village of Coal City, Illinois ("Borrower") promises to pay to Centrue Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Ten Thousand & 00/100 Dollars (\$210,000.00), together with interest on the unpaid principal balance from January 25, 2017, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 1.980%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in 3 payments of \$55,161.75 each payment and an irregular last payment estimated at \$55,161.74. Borrower's first payment is due January 25, 2018, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on January 25, 2021, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Centrue Bank, Coal City Branch, 660 S Broadway, Coal City, IL 60416.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$10.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 12.500%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**PROMISSORY NOTE  
(Continued)**

Loan No: 2017000310

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**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of LaSalle County, State of Illinois.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**ERRORS AND OMISSIONS.** If requested by Lender, Borrower agrees to fully cooperate and adjust for clerical errors any or all closing documents if deemed necessary or desirable in the reasonable discretion of Lender. Borrower agrees to comply with the noted request within 30 days from date of mailing such request. Borrower further agrees to assume all costs including by way of illustration and not limitation, actual expenses and legal fees for failing to reasonably comply with your request in the above noted time period.

**FINANCIAL REPORTS.** Borrower agrees to furnish Lender with the following:

**Tax Returns.** As soon as available, but in no event later than thirty (30) days after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns.

**Annual Statements.** As soon as available, but in no event later than forty-five (45) days after the end of each fiscal year, Borrower's balance sheet and profit and loss statement for the year ended, audited by a certified public accountant satisfactory to Lender.

Borrower will provide any additional information and statements, as Lender may request from time to time or as disclosed in a Business Loan Agreement.

**SECURITY INTEREST IN DEPOSIT ACCOUNTS.** To secure (A) payment of the Note and any other loans, indebtedness or obligations Borrower may now or at any time in the future owe Lender and (B) the performance of Borrower's promises and undertakings hereunder, Borrower grants to Lender a security interest in all of Borrower's deposit accounts.

**ADDITIONAL COLLATERAL.** Borrower acknowledges that in addition to the Collateral described in any security instruments prepared together with this Note, Property given by any Borrower or Grantor which may secure other loans with Lender may also secure Borrower's obligation under this Loan.

**COLLATERAL.** Borrower acknowledges that this Note is secured by the Pledge of Full Faith and Credit of the Village of Coal City; and such other documents, instruments and/or agreements securing the Note from time to time. Borrower further acknowledges that the Note is a lawful direct general obligation of Borrower, payable from the general funds of Borrower and such other sources of payment as are otherwise lawfully available. Lender acknowledges that Borrower has no statutory authority to levy a separate tax in addition to other taxes of the Village or to levy a special tax unlimited as to rate or amount to pay any of the amounts due hereunder.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PROMISSORY NOTE  
(Continued)**

Loan No: 2017000310

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PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

VILLAGE OF COAL CITY, ILLINOIS

By: \_\_\_\_\_  
Terry Halliday, Village President of Village of Coal  
City, Illinois

By: \_\_\_\_\_  
Matt Fritz, Village Administrator of Village of Coal  
City, Illinois

DRAFT

# ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$210,000.00	01-25-2017	01-25-2021	2017000310	8 / 310	V000501	MENDJ	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Grantor:** Village of Coal City, Illinois  
515 S Broadway St  
Coal City, IL 60416

**Lender:** Centrue Bank  
Coal City Branch  
660 S Broadway  
Coal City, IL 60416

**THIS ASSIGNMENT OF DEPOSIT ACCOUNT** dated January 25, 2017, is made and executed between Village of Coal City, Illinois ("Grantor") and Centrue Bank ("Lender").

**ASSIGNMENT.** For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" means the following described deposit account(s) ("Account"):

**Checking Account Number 1001065751 with Lender with an approximate balance of \$210,000.00**

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

In addition, the word "Collateral" includes all of Grantor's property (however owned if owned by more than one person or entity), in Lender's possession (or in the possession of a third party subject to Lender's control), whether existing now or later and whether tangible or intangible in character, including without limitation each and all of the following:

- (A) All property to which Lender acquires title or documents of title.
- (B) All property assigned to Lender.
- (C) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.
- (D) All records relating to any of the property described in this Collateral section, whether in the form of writing, microfilm, microfiche, or electronic media.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Ownership.** Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Grant Security Interest.** Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

**No Prior Assignment.** Grantor has not previously granted a security interest in the Collateral to any other creditor.

**No Further Transfer.** Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

**No Defaults.** There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

**Proceeds.** Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

**Validity; Binding Effect.** This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL.** While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been



## ASSIGNMENT OF DEPOSIT ACCOUNT (Continued)

Loan No: 2017000310

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fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**LIMITATIONS ON OBLIGATIONS OF LENDER.** Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Agreement and this Agreement shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Agreement or of any note or other instrument or agreement evidencing the Indebtedness and the Collateral will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Agreement.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

**Accelerate Indebtedness.** Lender may declare all Indebtedness of Grantor to Lender immediately due and payable, without notice of any kind to Grantor.

**Application of Account Proceeds.** Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the

## ASSIGNMENT OF DEPOSIT ACCOUNT (Continued)

Loan No: 2017000310

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Indebtedness will be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Illinois Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

**Transfer Title.** Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

**Other Rights and Remedies.** Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Illinois Uniform Commercial Code, at law, in equity, or otherwise.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Cumulative Remedies.** All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of LaSalle County, State of Illinois.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the

**ASSIGNMENT OF DEPOSIT ACCOUNT  
(Continued)**

Loan No: 2017000310

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Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Account.** The word "Account" means the deposit account(s) described in the "Collateral Description" section.

**Agreement.** The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

**Borrower.** The word "Borrower" means Village of Coal City, Illinois and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means Village of Coal City, Illinois.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

**Lender.** The word "Lender" means Centruie Bank, its successors and assigns.

**Note.** The word "Note" means the Note dated January 25, 2017 and executed by Village of Coal City, Illinois in the principal amount of \$210,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 25, 2017.**

GRANTOR:

VILLAGE OF COAL CITY, ILLINOIS

By: \_\_\_\_\_  
Terry Halliday, Village President of Village of Coal  
City, Illinois

By: \_\_\_\_\_  
Matt Fritz, Village Administrator of Village of Coal  
City, Illinois

# DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
<b>\$210,000.00</b>	<b>01-25-2017</b>	<b>01-25-2021</b>	<b>2017000310</b>	<b>8 / 310</b>	<b>V000501</b>	<b>MENDJ</b>	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Village of Coal City, Illinois  
515 S Broadway St  
Coal City, IL 60416

**Lender:** Centrue Bank  
Coal City Branch  
660 S Broadway  
Coal City, IL 60416

**LOAN TYPE.** This is a Fixed Rate (1.980%) Nondisclosable Loan to a Government Entity for \$210,000.00 due on January 25, 2021.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.  
 Business.

**SPECIFIC PURPOSE.** The specific purpose of this loan is: To provide funds for the Village's proportionate share payment to Grundy County of Illinois for the update of their dispatch equipment for protective services departments.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$210,000.00 as follows:

<b>Amount paid to Borrower directly:</b>	\$210,000.00
\$210,000.00 Deposited to Checking Account # 1001064473	\$210,000.00

**Note Principal:** \$210,000.00

**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$250.00
\$250.00 Loan Origination Fee	\$250.00
<b>Total Charges Paid in Cash:</b>	\$250.00

**ADDITIONAL FEES AND EXPENSES.** Charges Paid in Cash is not an inclusive list of all charges. Additional fees and expenses, i.e. appraisals, title insurance, attorney's fees, may not be disclosed. Borrower agrees to reimburse to Lender upon request additional fees and expenses incurred.

**NOTICE OF RIGHT TO RECEIVE A COPY OF THE APPRAISAL.** If an appraisal was obtained in conjunction with this loan, Borrower has a right to receive a copy. If you wish to have a copy of the appraisal, please provide a written request within 90 days to the Lender at the address disclosed on the Promissory Note.

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JANUARY 25, 2017.

**BORROWER:**

VILLAGE OF COAL CITY, ILLINOIS

By: Terry Halliday, Village President of Village of Coal City, Illinois

By: Matt Fritz, Village Administrator of Village of Coal City, Illinois

# Community Information Event

# INSURANCE

Homeowners \* Renters \* Auto

Recent natural disasters in Grundy County have caused our residents to learn some insurance lessons the hard way

Before another disaster strikes,  
let's get some consumer information & tips from the experts

## Monday, April 17, 2017

### 6:30 pm

Coal City High School Auditorium  
655 W. Division, Coal City, Illinois

### Presenter

**Robert P. Rapp, FLMI**

Assistant Deputy Director  
P&C Consumer Assistance



ILLINOIS DEPARTMENT OF INSURANCE



## FREE and open to the public

Hosted by



**GRUNDY  
COUNTY  
COMMUNITY  
ORGANIZATIONS  
ACTIVE IN  
DISASTER**

Questions? Please contact 815-941-0852 or [Julie@cfgrundycounty.com](mailto:Julie@cfgrundycounty.com)

Village of Coal City -  
% Matt Fritz -

2017

We just wanted to thank you for helping us celebrate our pine wood derby for cub scouts. We raced 72 cars. Long but fun day. The pizza was greatly appreciated and enjoyed.

Lone Pack 466 Cub Scouts Coal City