

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE WITH HANK'S EXCAVATING AND LANDSCAPING, INC.

WHEREAS, the Village of Cahokia wishes to build a Splash Pad; and

WHEREAS, in order to complete the Splash Pad to the specifications the Village of Cahokia they need to borrow Four Hundred Thousand Dollars (\$400,000) from Hank's Excavating and Landscaping, Inc.; and

WHEREAS, Hank's Excavating and Landscaping, Inc. has proposed a promissory note marked Exhibit "A" and made a part hereof.

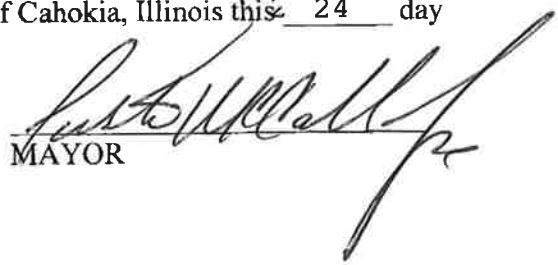
NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAHOKIA, ST. CLAIR COUNTY, ILLINOIS, as follows:

Section 1. That the Mayor and the Board of Trustees be authorized to execute the Promissory Note attached hereto and marked Exhibit "A".

THIS RESOLUTION PRESENTED to the Village Board of Trustees this 24 day of JANUARY, A.D. 2019.

	<u>AYE</u>	<u>NAY</u>
Combs	<u>Y</u>	<u>    </u>
Ware	<u>Y</u>	<u>    </u>
Nolden	<u>Y</u>	<u>    </u>
Wofford	<u>Y</u>	<u>    </u>
Radford	<u>A</u>	<u>    </u>
Pearson	<u>Y</u>	<u>    </u>

APPROVED by the Mayor of the Village of Cahokia, Illinois this 24 day of JANUARY, A.D. 2019.

  
MAYOR

ATTEST:  
  
CITY CLERK

STATE OF ILLINOIS     )  
COUNTY OF ST. CLAIR )

**CERTIFICATION**

The undersigned Village Clerk does herewith certify that the attached is a true and correct copy of the Ordinance duly adopted by the Mayor and Board of Trustees of the Village of Cahokia at a meeting of the Village Board held on the 24 day of JANUARY, 2019.

  
VILLAGE CLERK

## PROMISSORY NOTE

**Borrower: Village of Cahokia**  
103 Main Street  
Cahokia, Illinois 62206

**Lender: Hank's Excavating & Landscaping, Inc.**  
5825 W. State Rte. 161  
Belleville, Illinois 62223

### **LOAN DETAILS**

Loan Date: February 1, 2019  
Principal: \$400,000.00  
Interest Rate: 9%  
Term: 36 Months  
Maturity: February 1, 2022

---

### **PROMISE TO PAY**

The Village of Cahokia ("Borrower") promises to pay to Hank's Excavating & Landscaping, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Thousand & 00/100 Dollars (\$400,000.00), together with interest on the unpaid principal balance from February 1, 2019, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 9% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions set forth in the "INTEREST AFTER DEFAULT" section. This Note has been agreed upon to help the Borrower construct the **CAHOKIA PARK SPLASH PAD** located at 200 Cahokia Park Drive, Cahokia, IL. The Lender has requested and has relied upon the proof of funds statement in Exhibit A in its decision to enter into this Promissory Note.

### **PAYMENT**

Borrower will pay this loan in 36 payments of \$12,719.89 each month as evidenced by the Amortization Schedule in Exhibit B on or by the Due Date. Borrower's first payment will be due on February 1, 2019 and all subsequent payments are due on the same day of each month after that ("Due Date"). Borrower's final payment will be due on February 1, 2022, and will be for all principal and all accrued interest not yet paid. Payments include Principal and Interest. Unless otherwise agreed upon or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges if applicable. Borrower and Lender agree that the funds used to make this payment may come from the Capital Improvement Account, the General Fund or any other account the Village now has or may acquire in the future.

### **INTEREST CALCULATION METHOD**

Interest on this Note is computed on a 365/360 basis; this 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. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

### **RECEIPT OF PAYMENTS**

All payments must be received by Lender at:

Hank's Excavating & Landscaping, Inc.  
5825 W. State Rte. 161  
Belleville, IL 62223

All payments must be received by Lender by the first day of each month in accordance with the "PAYMENTS" section above and received by 4:00PM CST.

Exhibit "A"

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.

#### **GOVERNING LAW**

This Note will be governed by the laws of 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 St. Clair County, State of Illinois.

#### **SUCCESSOR INTEREST**

The terms of this Note shall be binding upon Borrower, and upon Borrower's successors and assigns regardless of whom the elected and appointed officials are, 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. All 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 join and several.

**ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE NOTE. TO PROTECT YOU (BORROWER) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.**

#### **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.

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

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

## EXHIBIT "B" - Monthly Amortization Schedule

Payment	Beginning Balance	Interest	Principal	Ending Balance
1	\$400,000.00	\$3,000.00	\$9,719.89	\$390,280.11
2	\$390,280.11	\$2,927.10	\$9,792.79	\$380,487.31
3	\$380,487.31	\$2,853.85	\$9,866.24	\$370,621.08
4	\$370,621.08	\$2,779.86	\$9,940.23	\$360,680.84
5	\$360,680.84	\$2,705.11	\$10,014.78	\$350,666.05
6	\$350,666.05	\$2,630.00	\$10,089.89	\$340,576.16
7	\$340,576.16	\$2,554.32	\$10,165.87	\$330,410.59
8	\$330,410.59	\$2,478.08	\$10,241.81	\$320,168.77
9	\$320,168.77	\$2,401.27	\$10,318.62	\$309,850.14
10	\$309,850.14	\$2,323.88	\$10,396.01	\$299,454.13
11	\$299,454.13	\$2,245.91	\$10,473.96	\$288,980.14
12	\$288,980.14	\$2,167.35	\$10,552.54	\$278,427.60
year 1 end				
13	\$278,427.60	\$2,088.21	\$10,631.66	\$267,795.91
14	\$267,795.91	\$2,008.47	\$10,711.42	\$257,084.49
15	\$257,084.49	\$1,928.13	\$10,791.76	\$246,292.73
16	\$246,292.73	\$1,847.20	\$10,872.69	\$235,420.03
17	\$235,420.03	\$1,765.65	\$10,954.24	\$224,465.79
18	\$224,465.79	\$1,683.49	\$11,036.40	\$213,429.39
19	\$213,429.39	\$1,600.72	\$11,119.17	\$202,310.22
20	\$202,310.22	\$1,517.33	\$11,202.56	\$191,107.65
21	\$191,107.65	\$1,433.31	\$11,286.58	\$179,821.06
22	\$179,821.06	\$1,348.66	\$11,371.23	\$168,449.83
23	\$168,449.83	\$1,263.37	\$11,456.52	\$156,993.31
24	\$156,993.31	\$1,177.45	\$11,542.44	\$145,450.87
year 2 end				
25	\$145,450.87	\$1,090.88	\$11,629.01	\$133,821.85
26	\$133,821.85	\$1,003.66	\$11,716.23	\$122,105.63
27	\$122,105.63	\$915.79	\$11,804.10	\$110,301.52
28	\$110,301.52	\$827.26	\$11,892.63	\$98,408.89
29	\$98,408.89	\$738.07	\$11,981.82	\$86,427.07
30	\$86,427.07	\$648.20	\$12,071.69	\$74,355.38
31	\$74,355.38	\$557.67	\$12,162.22	\$62,193.15
32	\$62,193.15	\$466.45	\$12,253.44	\$49,939.70
33	\$49,939.70	\$374.55	\$12,345.34	\$37,594.36
34	\$37,594.36	\$281.96	\$12,437.93	\$25,156.42
35	\$25,156.42	\$188.67	\$12,531.22	\$12,625.20
36	\$12,625.20	\$94.89	\$12,625.20	\$0.00
year 3 end				

BORROWER:

Curtis McCall, Jr.  
Village of Cahokia, by Curtis McCall, Jr., Mayor

Date

1-24-19

Dr. Kim Combs  
Dr. Kim Combs, Village Trustee

Gloria Ware  
Gloria Ware, Village Trustee

Fallon Nolden  
Fallon Nolden, Village Trustee

Rhonda Wofford  
Rhonda Wofford, Village Trustee

Jeffery Radford, Sr.  
Jeffery Radford, Sr., Village Trustee

Phyllis Pearson  
Phyllis Pearson, Village Trustee

Robert J. Sprague  
Robert J. Sprague, Village Attorney

Subscribed and sworn to before me, this 24 day of JANUARY, 2019.

Debra L. Duncan  
Notary Public

My Commission Expires: 11/5/19

(Seal)



LENDER:

Hank's Excavating & Landscaping, Inc., by Henry H. Rohwedder, President

Date

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

(Seal)

**LATE CHARGES**

If a payment is more than 15 days late, Borrower may be charged 5% of the regularly scheduled payment or \$25.00, whichever is greater.

**INTEREST AFTER DEFAULT**

Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 5 percentage points. 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 the 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.

**Insolvency.** 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.

**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.

**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 shall 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 and expenses for bankruptcy proceedings (including efforts