

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
APRIL 22, 2020
7:00 P.M.**

(IMMEDIATELY FOLLOWING TWO PUBLIC HEARINGS)

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

Members of the public can participate in four ways:

1. Attend the meeting at the Village Hall, which will be open to the public for the Public Hearing with appropriate social distancing safeguards in place.
2. Leave a voicemail comment in advance of the meeting by calling 815-634-8608. The prerecorded comment will be played during the virtual meeting up to a maximum of 3-minutes. The deadline to submit this voice mail is 12:00 p.m. on Wednesday, April 22, 2020.
3. Send an email to pnoffsinger@coalcity-il.gov. These emailed comments will be read by the Village Clerk up to the maximum of 3 minutes. The deadline to submit this is 12:00 p.m. on Wednesday, April 22, 2020.
4. Participation in the meeting remotely via *Zoom* video conference. Citizens must indicate they intend to participate in public comments by 12:00 p.m. on Wednesday, April 22, 2020. Citizens will receive a maximum of 3 minutes for public comment at the meeting.

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes
March 16, 2020 Budget Meeting
March 18, 2020 Board Meeting
March 25, 2020 Board Meeting
4. Approval of Warrant List
5. Public Comment
6. Resolution 20-10 Supporting Down State Stabilization Partnership
With X-Calibur Gymnastics
7. Resolution 20-11 Supporting Down State Stabilization Partnership
With Broadway Dance Center
8. Resolution 20-12 Amending the FY20 Annual Budget to Allow
Necessary Expenditures
9. Resolution 20-13 Adopting the Families First Coronavirus Response
Act Policy and Excluding Emergency Responders
From Certain Provisions
10. Ordinance 20-4 Adopting the FY 21 Annual Budget
11. Ordinance 20-5 Amending the Traffic Code to Allow Left Hand
Turns on South Broadway
12. Approval to Proceed with the 2020 Street & Alley Engineering Plan by
Chamlin Engineering
13. Approval of the 2020 Street & Alley Construction by D Construction

14. Approval of the Contract for Web Site Development to Cloud Nine
15. Authorizing Payment to CBBEL for Construction Oversight Engineering Of Invoices 7-9 of the South Broadway Reconstruction Project
16. Amendment to the South Broadway Reconstruction Local Partnership Agreement with IDOT
17. Authorizing Final Payment to Chamlin Engineering for the Coaler Lift Station Replacement Project
18. Adoption of A Personal Policy Regarding The Families First Coronavirus Response Act
19. Authorizing Mayor to Enter Into a Memorandum of Understanding with MAP Regarding the Families First Coronavirus Response Act
20. Report of Mayor
21. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
22. Report of Village Clerk
23. Report of Village Attorney
24. Report of Village Engineer
25. Report of Chief of Police
26. Report of Village Administrator
27. Executive Session to discuss personnel per ILCS 5 120/2(c)(1)
28. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

RE: AMENDMENT TO THE FY20 BUDGET

Each year, the Village Board considers a Budget Amendment Resolution in order to review its budget plan with the actual expenditures that took place within the year. This past fiscal year the Village Board reviewed utilizing existing funds to pay off debt prior to scheduled requisite payments. These policy decisions require some adjustment to the budget to allow for the expenditure capability to spend the proceeds that have been received to make such large payments.

All of the changes provided within the Resolution are not necessary but assist with describing the journal entries that differ from the adopted budget at this time last year. The amounts regarding the revenues on the right side of the ledger help explain the difference between what was adopted and what can be expected by year's end. The General Fund is currently experiencing lower receipts than predicted for the fiscal year; although the line items provided reveal less than expected revenues, these line items are usually offset by unexpected increases in other general fund line items, but that is not the case for FY20. The other large unbudgeted item was the completion of other purchases of real estate related to the Core Area Reconstruction. These expenses involved taking loans from local banks – those loans were received in both Funds #01 & #38, but the proceeds were transferred to #39 in which the assets are currently assigned. The additional line item pay item, i.e. 39-00-710 represents one of the annual contract payments being made on the parking lot south of the railroad tracks.

The remainder of the items cleanup the Proposed Budget due primarily to large additional revenues for Funds #20 and #48, which was due to an early façade improvement program early payment.

The Resolution, to be considered this evening, aligns the adopted FY20 Budget with actual expenditures.

Recommendation:

Adopt Resolution No. ____: Amending the FY20 Budget to Allow for Necessary Expenditures.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE FY20 ANNUAL BUDGET TO ALLOW
NECESSARY EXPENDITURES**

WHEREAS, certain expenditures planned by the Board of Trustees were not included within the FY20 Annual Budget, but are necessary to maintain the infrastructure and municipal services for Village residents; and

WHEREAS, sound fiscal and budgeting policies provide for the regular planned expenditures throughout the year, which may be modified as actions taken by the Board of Trustees throughout the fiscal year necessitates; and

WHEREAS, the Mayor and Trustees of the Village Board desire to make expenditures according to the amendment outlined below.

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

1. The above recitals are incorporated herein by this reference as if specifically stated in full.
2. The Village Administrator shall amend the FY20 Budget with the changes provided in Exhibit A.

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

AYES:
NAYS:
ABSENT:
ABSTAIN:

VILLAGE OF COAL CITY

Attest:

Terry Halliday, Mayor

Pamela M. Noffsinger

EXHIBIT A

FY20 Budget			Adjustment		
Line Item	Description	Est. E-O-Y Balance	Line Item	Description	Amount
01-11-548	Other Professional Services	(8,000)	01-00-313.1	Telecomm Utility Tax	(55,000)
01-11-928.2	Disater Expense COVID-19 Payment to residents	(61,784)	01-00-321	Liquor Licenses	(8,000)
			01-00-331	Building Permits	(70,000)
			20-00-311	Property Taxes	361,466
34-00-999	Interfund Transfer to #35	(120,750)	34-00-311	Property Taxes	172,321
			35-00-389	Miscellaneous Income	92,092
			35-00-399	Interfund Transfer	120,750
37-00-099	Interfund Transfer to #38 for Coaler Lift Station Removal	(178,235)			
38-00-999	Interfund Transfer to #39 for purchase of 445 1/2 S. Broadway	(152,023)			
39-00-710	Loan Principal Paymt.	(23,930)	39-00-399	Interfund Operating Revenue	275,123
39-00-810	Land Acquisition	(291,740)			
48-00-854	Lagoon Rehabilitation	(6,000)	48-00-399	Interfund Transfer	28,500

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

RE: ADOPTION OF THE FAMILY FIRST CORONAVIRUS RESPONSE ACT (FFCRA) POLICIES

On March 18, 2020, as Congress and President Trump enacted legislation regarding the federal government's response to the COVID-19 pandemic, a number of responses were enacted from stimulus payments business support to legislation adding additional employee benefits to the existing Family Medical Leave Act (FMLA). FMLA, which has been enacted since 1993 provides 12 weeks of time off for a full-time employee if the employee needs additional time in addition to paid benefit time to care for one's own health or that of an immediate family member. FMLA reserves one's position, but does not provide compensation.

The Family First Coronavirus Response Act (FFRCA) utilizes FMLA as the base benefit currently enjoyed by all full-time employees across the USA, but enhances those benefits with two weeks of Emergency Paid Sick Leave in cases where the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 or the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis. This benefit does not extend the 12-week FMLA period but define specific case for which an employee is to receive compensation. In addition to this benefit, an employee may receive 2/3 of one's regular compensation throughout the entire 12 weeks if the employee is caring for a son or daughter of such employee, including if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19 precautions.

However, the federal government allows the exclusion of these benefits for emergency responders. Due to the size of the Coal City work force the vast majority of the staff are emergency responders and/or directly support the work of emergency responders. Thus, the FFCRA shall be excluded for a majority of employees due to this exclusion. Despite this exclusion, it remains a smart preventative measure to enact similar provisions that would allow all employees, including emergency responders, to receive up to two weeks of additional pay on top of existing benefits in case they have been advised by a health care provider to self-quarantine due to concerns related to COVID-19 or are experiencing symptoms of COVID-19 and seeking a medical diagnosis. Providing this benefit will ensure employees utilize the additional benefit without concern of deteriorating existing previously provided paid time off.

The benefits provided by the FFCRA are temporary in nature and expire on December 31, 2020. Those benefits provided locally due to the emergency responder exclusion mirror the federal law and expire simultaneously.

Recommendation:

Adopt Resolution No. _____: Adopting the FFCRA Police and Excluding Emergency Responders from Certain Provisions.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE FAMILIES FIRST CORONAVIRUS
RESPONSE ACT POLICY AND EXCLUDING EMERGENCY RESPONDERS
FROM CERTAIN PROVISIONS**

WHEREAS, the President of the United States has declared a national emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 18, 2020, the President of the United States signed into law the Families First Coronavirus Response Act ("FFCRA") effective April 1, 2020; and

WHEREAS, the Village finds that it may be helpful to employees to issue a policy adopting the FFCRA; and

WHEREAS, the FFCRA includes requirements for paid sick and emergency leave due to the COVID-19 pandemic; and

WHEREAS, the FFCRA includes the "Emergency Family and Medical Leave Expansion Act" which temporarily expands the Family Medical Leave Act of 1993, and requires employers to provide employees with partially paid leave needed in relation to caring for their school aged sons and daughter whose school or daycare provider is closed due to COVID-19 related circumstances; and

WHEREAS, the FFCRA creates the Emergency Paid Sick Leave Act which requires employers to provide employees additional paid sick leave due to the need for leave related to COVID-19 absences (hereinafter "Emergency Paid Sick Leave"); and

WHEREAS, the qualifying reasons under FFCRA for use of the emergency paid sick leave are:

1. the employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

3. the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
4. the employee is caring for an individual who is subject to paragraphs (1) or (2);
5. the employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19 precautions; and/or
6. the employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

WHEREAS, the FFCRA authorizes the employers of health care providers and emergency responders to elect to exclude such employees from the Emergency Family and Medical Leave Expansion Act and Emergency Paid Sick Leave Act provisions of the FFCRA; and

WHEREAS, the Village of Coal City (the "Village") must take actions to provide for the continuation of essential services and provide for the health and safety of all Village residents; and

WHEREAS, the corporate authorities of the Village are expressly empowered to legislate to protect the health, safety and welfare of the residents of the Village; and

WHEREAS, the corporate authorities of the Village have determined that it is necessary to except and exclude its emergency responders from application of the Public Health Emergency Leave (Emergency Family and Medical Leave Expansion Act) and the Emergency Paid Sick Leave provisions of the FFCRA, in order to enable the Village to continually respond to emergencies created by the COVID-19 pandemic.

WHEREAS, in lieu of the Emergency Paid Sick Leave rule of the FFCRA, the Village desires to grant Emergency Responders up to two weeks (i.e., up to 80 hours in aggregate total for emergency responders who are normally scheduled to work 80 hours in a two week period and 84 hours in aggregate total for those who are normally scheduled to work 84 hours in a two week period) of paid sick leave If an otherwise excluded or excepted employee either a.) has been advised by a health care provider to self-quarantine related to COVID-19 or b.) is experiencing COVID-19 symptoms and is seeking a medical diagnosis for the same qualifying COVID-19 related absences (criteria number 2 and three as identified in the EPSLA). Said leave shall be under the same terms and limitations as set forth in the FFCRA.; and

WHEREAS, all other terms and conditions set forth in the FFCRA concerning COVID-19 related Emergency Paid Sick Leave benefits are incorporated into and made a part of the leave hereby granted by the Village of Coal Village to Emergency Responders (e.g., there is no carryover of unused COVID-19 related leave hours after December 31, 2020, and no payout for unused COVID-19 leave upon termination); and

WHEREAS, the Village's exercise of its statutory rights under FFCRA to except Emergency Responders from both Rules of the FFCRA does not affect any employee's eligibility for FMLA leave under the terms of the FMLA in place prior to FFCRA enactment; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Coal Village, Illinois, as follows:

Section 1: Incorporation of Preambles. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Adoption of Policy. The corporate authorities hereby adopt the Families First Coronavirus Act (“FFCRA”) Policy, a copy of which is attached as Exhibit 1 hereto.

Section 3. Expiration of Policy. Said FFCRA Policy shall expire on December 31, 2020, unless extended by further vote of the Coal City Village Council.

Section 4. Exclusion of Emergency Responders. The corporate authorities hereby exclude the Village's emergency responders (i.e. all members of the Village's Police, and Public Works Departments) from application of the Emergency Family and Medical Leave Expansion Act and the Emergency Paid Sick Leave Act provisions of the FFCRA, but grant Emergency Responders up to two weeks (i.e., up to 80 hours in aggregate total for emergency responders who are normally scheduled to work 80 hours in a two week period and 84 hours in aggregate total for those who are normally scheduled to work 84 hours in a two week period) of paid sick leave. If an otherwise excluded or excepted employee either a.) has been advised by a health care provider to self-quarantine related to COVID-19 or b.) is experiencing COVID-19 symptoms and is seeking a medical diagnosis for the same qualifying COVID-19 related absences (criteria number 2 and 3 as identified in the EPSLA). Said leave shall conform to all terms and procedures as set forth in the EPSLA, including expiring on December 31, 2020 with no carryover into 2021.

Section 5. Effective Date. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

SO RESOLVED this _____ day of _____, 2020, at Coal City, Grundy & Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

**RE: AMENDMENT TO TRAFFIC CODE ENDING PROHIBITION OF LEFT
HAND TURNS ON S. BROADWAY**

During the final design of the S. Broadway Reconstruction Project, time and effort was spent on consideration of the necessity for continued prohibition of left hand turns of S. Broadway. During the project's design, while this was considered the inclusion of a continuous left hand turning lane throughout the business district allows the elimination of the current restriction provided within the Village Code. Although this amendment to the code was intended, the Police Department watched for the utilization of this lane to ensure it lessened conflicts as southbound cars turned west to utilize the businesses after the signs had been removed.

In addition to the newly constructed portion of roadway, the portion of S. Broadway south of the railroad tracks was resurfaced and re-striped as well. The federal requirements for this route calls for contiguity throughout the corridor, which caused the alignment of the reconstruction section to line up prior to entering the new quiet zone median improvement. The portion on the south side of the railroad tracks receives even less daily traffic count than the portion of S. Broadway located north of the railroad tracks.

The amendment has been written to enable the portion in front of the Elementary School to still be enforced. The final preliminary design for this area has been decided upon and there will not be a similar continuous turning lane within that section of roadway. Furthermore, any construction is not planned on this section until 2023 or later. The amendment specifies this action may not occur along N. Broadway.

Recommendation:

Adopt Ordinance No. ____: Amending the Village Code Regarding the Enforcement of Left Hand Turns On Broadway.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING THE VILLAGE CODE TO FOCUS RESTRICTED
TURNING MOVEMENTS ON DESIGNATED PORTIONS OF NORTH BROADWAY
STREET**

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on _____, 2020

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE VILLAGE CODE TO FOCUS RESTRICTED
TURNING MOVEMENTS ON DESIGNATED PORTIONS OF NORTH BROADWAY
STREET**

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

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

WHEREAS, the Village may regulate the use of its streets pursuant to 65 ILCS 5/11-80-2; and

WHEREAS, the Village has adopted Section 72-14 of the Village of Coal City Code ("Making Left Turns to Park Prohibited"), prohibiting left-turns across oncoming traffic in order to park a vehicle along streets within the Village; and

WHEREAS, the Village President and Board of Trustees ("*Corporate Authorities*") wish to facilitate the free flow of traffic and ensure the safety of the traveling public by updating certain local traffic regulations to reflect modernized roadway conditions and restricting left-turn movements across oncoming traffic for parking purposes to identified safety-sensitive areas under Village jurisdiction; and

WHEREAS, the Corporate Authorities desire to amend Section 72-24 of the Village Code to focus more narrowly on prohibiting left-turn movements identified as being unsafe given contemporary roadway conditions.

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

SECTION 2. AMENDMENT. Title VII ("Traffic Code"), Chapter 72 ("Parking Regulations"), Article I ("Parking, Standing and Stopping"), Section 72-14 ("Making Left Turns to Park Prohibited") of the Coal City Village Code is hereby amended as follows (additions **underlined in bold font**, deletions marked with ~~**strikethrough in bold font**~~ and omitted text is unaffected by this ordinance):

SECTION 72-14 MAKING LEFT TURNS TO PARK PROHIBITED.

A. It shall be unlawful for the operator of any vehicle to turn left across the oncoming traffic lane **on North Broadway Street between Division Street and North Street** to park his or her vehicle on a street within the Village limits.

B. The Chief of Police or any other person authorized by the President and the Village Board shall cause signs to be posted indicating such restrictions.

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

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

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

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

RE: APPROVAL OF WEBSITE DESIGN CONTRACT

The Village posts its public information and resources on the Village website at *www.coalcity-il.gov*. Linda Sula, within the front office is primarily responsible for the content and upkeep of the website and its contents. This resource has been relied upon more and more since its development. However, the current website has many design flaws in need of modernization to allow updates to occur locally rather than being required to call a technician to gain the desired result. Currently, much of the information to be conveyed usually involves the user to view a .pdf in order to receive the information as opposed to adding additional pages to the base website.

Within the FY21 Budget, replacement of this current website design with a new one has been approved. Cloud Nine, which has been assisting the Village continuously as problems arise with the current website architecture, has provided a quote for new website design at \$5,500. Ed Ellingham, who owns the company, has repeatedly assisted Coal City because their company currently hosts the Village's website; this was necessary when the current website designer had closed his entrepreneurial self-run company to join another larger web design company.

The key piece to the new architecture will be the utilization of the commonly accepted word press format so new pages and features can be added without specialized re-design and support. I had requested optimal scheduling for this new re-design so it may be something that occurs while the total volume of municipal projects is a bit lower. This re-design requires the endorsement of Mayor Halliday on the contract, which requires Board authorization despite its cost being well below \$25,000.

Recommendation:

Authorize Mayor Halliday to enter into a contract with CloudNine in order to re-design the Village of Coal City website.



Website Design Proposal for Village of Coal City

Written by Ed Ellingham at Cloud Nine Web Design, LLC for
Linda Sula

SECTION 1

Snapshot

Snapshot

Village of Coal City is a local municipality with a vision of growth and strengthening their relationship with their residents. Village of Coal City has operated a website for some years. With advancing technology and the rise of social media, Village of Coal City needs to redesign their website to align with the goals of the business and the target audience.

Village of Coal City needs a website that functions as a powerful marketing and communications tool to attract new developers, communicate better with its residents and provide credibility to potential joint venture partners.

Village of Coal City has approached Cloud Nine Web Design, LLC to design and develop a new website.

Solution

Solution

We recommend the development of a completely new website, built from the ground up, with a custom design to convey the value that Village of Coal City adds to its members.

The new website will be designed to:

- Be a useful resource to its residents, as well as developers and new businesses interested in growing in Village of Coal City
- Simplify how residents can access and pay bills online
- Promote upcoming events, businesses, and more in Village of Coal City
- Provide an easy to navigate business directory
- Give easy access to permits, documentation, FOIA, and more
- Provide online forms for various interactions with residents to simplify overall workflow and user experience
- Display government and city employees for easy access to communicate directly with the correct individual and save hours and improve user experience
- Offer a filterable and easier to navigate menu and overall layout, focused on City resources and less focused on visitors

Additionally, the following "behind the scenes" features will be built-in to the website:

- Regular pings to Google, Yahoo, and Bing
- Google analytics performance reporting

- High-speed page loading
- Anti-spam features on contact forms

Further Considerations

Successful websites are those websites that continue to attract the right type of visitors and lead them down a path towards becoming a customer. This requires consistent content publishing and monitoring of the website to make sure it is achieving its objectives.

Once the website has been launched we can assist you with your content strategy and make incremental improvements to the website to make sure that it continues to deliver a positive return on your investment.

Most tasks, as well as management, monitoring, and maintenance are all covered in our Care Plans.

Project Timeline

Project Timeline

We offer the following timeline for the redesign of the Village of Coal City website:

Discovery 1 Weeks

Development of a sitemap and interactive prototype so that all functionality can be tested and approved in the browser.

Design 1-2 Weeks

Design of website user experience and user interface to allow the target audience to easily navigate and use the website to achieve their needs.

Development 2-4 Weeks

Development of a working website on the WordPress content management system.

Testing 1 Week

Final testing and-debugging on the development server before launching.

Investment

Investment

\$4,500

WEBSITE DESIGN
Design, Development, Testing, and Launch of a custom-built website for your business. The following elements are considered essential to the project:

- Development of information architecture into the sitemap
- Development of interactive prototype to finalize functionality and any third-party integrations
- Design user experience and user interface
- Develop working HTML/CSS website to best practice web standards
- Develop responsive breakpoints for tablet and mobile experience
- Integrate website into WordPress content management system
- Integrate Search Engine Optimization best practices to increase visibility in popular search engines such as Google and Bing
- Test and debug beta version of the website before launch
- Launch live website
- Integrate a daily and weekly backup schedule to protect the website
- Integrate Google analytics software

\$500

ADA COMPLIANCE SETUP

Setup the website to be ADA Compliant and provide a better user experience for disabled individuals

\$1,000

WEB DEVELOPMENT

- Develop an easily filterable, searchable, and navigable business directory that can be easily updated
- An easily updatable news platform, to update residents of important news, alerts, and announcements

• Documents uploading database that's searchable and simplifies finding what residents are looking for.

One-off Total \$5,500

SECTION 5

FAQs

Frequently Asked Questions

What is information architecture?

Information architecture is the relationship of how all the different pages of a website are related to each other. This is communicated visually through a sitemap.

What is an interactive prototype?

An interactive prototype is a black and white version of your website that is designed to prove the functionality and features as they will work in the browser. No design elements are applied at this stage as the prototype is just built to allow all parties to make final decisions on the functionality.

Why do you use WordPress?

WordPress is open source content management software and currently powers around 30% of all websites on the internet. The project is contributed to by tens of thousands of developers all over the world and is growing from strength to strength. WordPress allows us to develop flexible and customizable websites to modern standards and observes web development best practices. Furthermore, the community of web developers that use WordPress reaches far and wide and allows us to tap into this collective intelligence and bring that wealth of experience to your project.

Where is the website hosted?

Your website, if you take a Care Plan from us, will be located on our hosting platform. We have servers in Chicago, Dallas, and New Jersey using the latest bleeding-edge technology for optimal performance and security. All of our servers include DoS protection, Malware Scanning, and sophisticated security powered by BitNinja or Immunify360.

Web Design agencies all over the world rely on us to handle their client hosting.

Who do I call if something goes wrong with the website or I can't figure something out?

Provided you subscribe to one of our ongoing website care plans, we will be your first point of call should something go wrong with your website. We will determine whether it is something the hosting company needs to fix something that is covered by your website care plan. We will provide training and video tutorials to assist you in using your website once it is launched.

What happens after the website is launched?

Once your website is launched, you will want to subscribe to one of our ongoing website care plans to make sure your website is looked after and maintained. These website care plans include updating your software, regular backups, security checks and making sure your website is online and open for business. More information on our website care plans are available upon request.

How long will it take to appear at the top of Google?

The time it takes for your website to appear on page 1 of Google depends on a number of factors. It depends on the search phrase people are using to find your website and the number of other websites that are also available for those search phrases. Nobody can truly say how long it will take for your website to appear at the top of search engine results pages (including people who actually work for Google), however, there are a number of factors that can improve your chances. Building your website on WordPress is a good start as WordPress has some great Search Engine Optimisation fundamentals built-in. Creating unique and interesting content on a regular basis for your website is also critical to increase your visibility amongst search engines. Launching your website and then forgetting about it is a surefire way to get lost amongst the noise.

We are happy to talk to more about your search engine strategy if we haven't

already.

How will I know if anyone is visiting my website?

We will install Google Analytics software on your new website and show you how to log into your Google Analytics account where you can see a wide range of statistics about your website including the number of visits, page views than the amount of time people are spending on your website.

Once you subscribe to one of our website care plans you will also receive more detailed analysis about your website performance and recommendations on how to improve.

What happens if I want to add some features to the website while you're building it?

Whilst we like to be flexible and responsive to your needs, we also like to deliver what we promise within the time frames and budgets we have allowed. If you ask us to add new features to your website while we are building it, will most likely ask why? If we all agree that your new request will help us achieve our objectives then we will be more than happy to oblige. If your new feature is something you would like to add to your website but is not directly tied to your original objectives then we will suggest to schedule it for a second iteration of the website once it has been launched. This will require a new proposal.

Next Steps

Next Steps

How to go ahead

To proceed with this project, Village of Coal City is required to take the following steps:

1. Accept the proposal as is by typing your name in the digital signature box below, or discuss desired changes. Please note that changes to the scope of the project can be made at any time, but additional charges may apply.
2. Submit an initial payment of 50% of the total project fee.

Once these steps have been completed we will begin the project with an introduction of all relevant people and begin the discovery process.

Mutual Agreement

Mutual Agreement

Between us, Cloud Nine Web Design, LLC and you Village of Coal City.

Summary

We will always do our best to fulfill your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what and what happens if stuff goes wrong. In this contract, you won't find complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In short

You (Village of Coal City) are hiring us (Cloud Nine Web Design, LLC) located in Morris, IL USA to design and develop a website for the estimated total price as outlined in our proposal. Of course, it's a little more complicated, but we'll get to that.

What Do Both Parties Agree To Do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we'll need to complete the project - including text, images, and other information - as and when we need it and in the format we ask for. You agree to review our work, provide feedback and approval in a timely manner too. Deadlines work two ways and you'll also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of

this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way, we will endeavor to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this, we'll also maintain the confidentiality of any information that you give us.

Getting Down to the Nitty Gritty

Design

If we are designing your application we'll create designs for the look-and-feel, layout, and functionality of your website. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at our standard design rates.

HTML and CSS Layout Templates

If the project includes HTML markup and CSS templates, we'll develop these using valid HTML and CSS code. The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind, we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We do not cater to people using Microsoft Internet Explorer 6 and cannot predict the behavior of that browser.

We will also test that these templates perform well on Apple's iPad. We will not test old or abandoned browsers, for example, Microsoft Internet Explorer 6 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at our standard old browser rate for any necessary additional design work, development and testing.

Text Content

We may have written a hundred blog posts but we're not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate, we will charge you at our standard copywriting or content input rate.

Photographs

You will supply us photographs in digital format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs will be charged at our standard discovery rate.

Changes and Revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the amount of work we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. However, you will be charged accordingly and these additional costs will need to be agreed to before the extra work commences. This additional work will affect deadlines and they will be moved accordingly. We'll be upfront about all of this if and when it happens to make sure we're all on the same page before proceeding. We may also ask you to put requests in writing so we can keep track of changes. If the nature or functions of the project change significantly throughout the process, we reserve the right to deem the current project canceled. At this point, you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. This will require a new quote and contract.

Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed website will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to

operate this website and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Phew!

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project.

We can provide you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files we used to make them.

You also own text content, photographs and other data you provided unless someone else owns them. We own the markup, CSS and other code and we license it to you for use on only this project. We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books about web design.

Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

- 50% deposit up front (non-refundable)
- 30% installment once functionality and design has been agreed upon (non-refundable)
- 20% balance once the application has been tested and everyone agrees it is ready to go live. (non-refundable)

NB: if you are unable to supply all of the right content at this stage, it does not mean we have not done our job. Once the site has been tested and is ready to go live, either with your content or placeholder images and dummy text, we will issue the final invoice. Once the final invoice is paid we will hand over the keys and show you how to put your own content in once it's ready. If the final invoice is not paid within the credit terms we have given you, we are under no obligation to keep the site on our testing server or continue with the project in any way.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the courts of Grundy County, Illinois USA.

Authorizing this project requires a signature on the 'Next Steps' page.

- - -

This is a variation of the original Contract Killer template by Andy Clarke which can be found here: <http://stuffandnonsense.co.uk/projects/contract-killer/>

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

**RE: ENGINEERING PAYMENTS TO CBBEL FOR S. BROADWAY
RECONSTRUCTION – INVOICES 7-9**

To date, the Village has paid for portions of the Phase 3 services provided by CBBEL for construction oversight on what has occurred on South Broadway. While the Village has waited for reimbursement from IDOT, invoices have been held back to allow revenues to be provided prior to additional payments. IDOT is requiring amendment of the Local Partnership Agreement (LPA) prior to its reimbursement for the Village's Phase 3 Engineering payments. While this evening's payment of a portion of back invoices does not clear all of the invoices the Village possesses, it will bring Coal City up to 2020 and shall pay all invoice prior to the end of 2019.

At this time, the Village should process an additional payment for Invoices 7-9 of the Phase 3 engineering. These payments for engineering services are made by the Village and then reimbursed 80% by IDOT (\$99,423.38) after payment is made to CBBEL. As mentioned, the State of Illinois has not paid any of the invoices related to previous payments. These invoices, which represents services provided through December 12, 2019 breaks down as provided below:

	Amount	%Completed (@ end of invoice period)
Previous Pays	\$157,406.33	.3853
Invoice #7	\$38,084.93	.0989
Invoice #8	42,130.79	.1039
Invoice #9	<u>44,063.50</u>	.0940
	\$124,279.22	.6821

Total Amount owed by State of IL - \$225,348.44

Following the Board's approval of this payment, the State of Illinois shall receive an invoice for its 80% contribution according to the terms of the Local Partner Agency Agreement.

Recommendation:

Approve payment for construction oversight services for Invoices 7-9 of \$124,279.22.

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date: 10/15/19 Invoice No.: 7

To: Village of Coal City
 Attention To: Matthew Fritz, Village Administrator
 Address: 515 S. Broadway Street
 City: Coal City State: IL Zip Code: 60416

From: Christopher B. Burke Engineering, Ltd.
 Address: Dept. 20-8051, P.O. Box 5998
 City: Carol Stream State: IL Zip Code: 60197-5998

Local Public Agency: Village of Coal City County: Grundy Section Number: 14-00030-00-WR State Job No.: C-93-047-19 Project No.: QI4M(212)

For Professional Service performed as set forth in Agreement dated: 12/03/18 Consultant's Job No.: 18-0462.0001A Overhead Rate: 129.74
 & Supplemental Agreement(s) dated: _____ FHWA Authorization Date: 12/03/18

1) Invoice Period From: 09/01/19 To: 09/28/19

- 2) Maximum Payable
- 3) Direct Salaries
- 4) QC/QA
- 5) Payroll & Overhead
 - this invoice 129.7400%
 - average 129.7400%
- 6.) Fixed Fee= 9.8852%
- 7) Direct Costs Prime
- 8) Services by others

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
				\$414,241.44
	\$13,494.00	\$56,556.30	\$70,050.30	\$137,494.00
		\$0.00	\$0.00	\$0.00
	\$17,507.12	\$73,376.14	\$90,883.26	\$178,384.72
	\$4,818.81	\$18,778.89	\$23,597.70	\$48,747.72
	\$1,365.00	\$6,175.00	\$7,540.00	\$19,955.00
	\$900.00	\$2,520.00	\$3,420.00	\$29,660.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
9) Total invoiced for project including this invoice			\$195,491.26	
10) Previously Invoiced		\$157,406.33		
11) Payment Due this invoice	\$38,084.93			

Material Service Testing, Inc.

I have reviewed the invoice and found it in compliance with "The simple Guide to Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. _____ Date _____

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant: Christopher B. Burke Engineering, Ltd.
 By: *W. D. Crosson* Date: 10-15-19
 Name: W. Daniel Crosson, PE
 Title: Vice President, Head, Construction Engineering Dept

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date **11/05/19** Invoice No. **8**

To
Village of Coal City
 Attention To
Matthew Fritz, Village Administrator
 Address
515 S. Broadway Street
 City State Zip Code
Coal City IL 60416

From
Christopher B. Burke Engineering, Ltd.
 Address
Dept. 20-8051, P.O. Box 5998
 City State Zip Code
Carol Stream IL 60197-5998

Local Public Agency **Village of Coal City** County **Grundy** Section Number **14-00030-00-WR** State Job No. **C-93-047-19** Project No. **QI4M(212)**

For Professional Service performed as set forth in Agreement dated: **12/03/18** Consultant's Job No **18-0462.0001A** Overhead Rate **129.74**
 & Supplemental Agreement(s) dated: _____ FHWA Authorization Date **12/03/18**

1) Invoice Period From: **09/29/19** To: **10/26/19**

- 2) Maximum Payable
- 3) Direct Salaries
- 4) QC/QA
- 5) Payroll & Overhead
 this invoice **129.7400%**
 average **129.7400%**
- 6.) Fixed Fee= **10.3881%**
- 7) Direct Costs Prime
- 8) Services by others

	This Invoice	Previously Invoiced	Earned to Date	Max Allowable
				\$414,241.44
	\$15,540.10	\$70,050.30	\$85,590.40	\$137,494.00
		\$0.00	\$0.00	\$0.00
	\$20,161.73	\$90,883.26	\$111,044.99	\$178,384.72
	\$5,063.96	\$23,597.70	\$28,661.66	\$48,747.72
	\$1,365.00	\$7,540.00	\$8,905.00	\$19,955.00
	\$0.00	\$3,420.00	\$3,420.00	\$29,660.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
9) Total invoiced for project including this invoice			\$237,622.05	
10) Previously Invoiced		\$195,491.26		
11) Payment Due this invoice	\$42,130.79			

Material Service Testing, Inc.

I have reviewed the invoice and found it in compliance with "The simple Guide to Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. _____ Date _____

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant
Christopher B. Burke Engineering, Ltd.
 By _____ Date **11/5/19**
 Name
W. Daniel Crosson, PE
 Title
Vice President, Head, Construction Engineering Dept

LOCAL AGENCY COST PLUS FIXED FEE INVOICE

Date 12/12/19 Invoice No. 9

To
Village of Coal City
 Attention To
Matthew Fritz, Village Administrator
 Address
515 S. Broadway Street
 City State Zip Code
Coal City IL 60416

From
Christopher B. Burke Engineering, Ltd.
 Address
Dept. 20-8051, P.O. Box 5998
 City State Zip Code
Carol Stream IL 60197-5998

Local Public Agency Village of Coal City County Grundy Section Number 14-00030-00-WR State Job No. C-93-047-19 Project No. QI4M(212)

For Professional Service performed as set forth in Agreement dated: 12/03/18 Consultant's Job No 18-0462.0001A Overhead Rate 129.05
 & Supplemental Agreement(s) dated: _____ FHWA Authorization Date 12/03/18

1) Invoice Period From: 10/27/19 To: 11/30/19

- 2) Maximum Payable
- 3) Direct Salaries
- 4) QC/QA
- 5) Payroll & Overhead
 - this invoice 129.0500%
 - average 129.6272%
- 6.) Fixed Fee= 9.4045%
- 7) Direct Costs Prime
- 8) Services by others
Material Service Testing, Inc.
- 9) Total invoiced for project including this invoice
- 10) Previously Invoiced
- 11) Payment Due this invoice

This Invoice	Previously Invoiced	Earned to Date	Max Allowable
			\$414,241.44
\$16,725.18	\$85,590.40	\$102,315.58	\$137,494.00
	\$0.00	\$0.00	\$0.00
\$21,583.84	\$111,044.99	\$132,628.83	\$178,384.72
\$4,584.48	\$28,661.66	\$33,246.14	\$48,747.72
\$1,170.00	\$8,905.00	\$10,075.00	\$19,955.00
\$0.00	\$3,420.00	\$3,420.00	\$29,660.00
\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
		\$281,685.55	
	\$237,622.05		
\$44,063.50			

I have reviewed the invoice and found it in compliance with "The simple Guide to Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

Approved Local Public Agency Rep. _____ Date _____

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Consultant
Christopher B. Burke Engineering, Ltd.
 By W. Daniel Crosson Date 12/12/19
 Name
W. Daniel Crosson, PE
 Title
Vice President, Head, Construction Engineering Dept

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

RE: AMENDMENT TO THE S BROADWAY RECONSTRUCTION LPA

Following the successful bid of D Construction, the Village entered into a Local Partnership Agreement (LPA) with the Illinois Department of Transportation (IDOT) on January 23, 2019 concerning the means by which the S. Broadway Reconstruction Project would be paid. At the time, the Village was forewarned this would be changed from time to time as construction progressed. Currently, the LPA is in need of amendment to change the total amount of funding available for construction oversight engineering. This amendment is necessary for two reasons – the original LPA had a majority of its funding within construction with only a place holder number in oversight engineering until it was determined if enough was available for funding. The second reason increases the available hours for engineering due to the continual construction that occurred by D Construction despite having run out of specification construction days last fall. Although there is an increase of hours, a great deal of this project was paid for with another federal planning grant, which was administered by Grundy County relating to the Hurricane Ike funds.

Due to these savings and the total construction bid, the local match required for the remaining project is decreasing. The original local match portion totaled \$1,650,110; within the revised agreement this amount decreases downward to \$1,105,790.

Recommendation:

Authorize Mayor Halliday to enter into an LPA Amendment to revise the agreement regarding the S. Broadway Reconstruction payment requirements.



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Coal City		Grundy	14-00030-00-WR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	12-09-0089

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-047-19	QI4M(212)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Broadway Street	FAS 288	0.99 Miles	4.95	5.94

Location Termini
ILL 113 to Park Street

Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>
LPA	N/A	<input type="button" value="Remove"/>

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1. Location Map
<input checked="" type="checkbox"/>	2. Division of Cost

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The LPA further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this amendment and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

--

Title of Official

--

Signature

Date

--	--

The above signature certifies the agency's Tin number is _____ conducting business as a Governmental Entity.

Duns Number _____

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

**RE: FINAL PAYMENT FOR ENGINEERING OF COALER LIFT STATION
REPLACEMENT PROJECT**

Final restoration of the Coaler Lift Station Replacement Project recently took place. At this time, Chamlin Engineering should receive its final payment for engineering related to this project. Previously, \$82,708.88 of this project was paid to Chamlin utilizing Ike Hurricane federal funding administered by Grundy County. The remainder of the engineering for this project is \$20,612.12. There is a small amount due to the restoration that was to take place by the contractor this spring remaining.

Recommendation:

Approve the Final Payment to Chamlin Engineering for oversight related to the Coaler Lift Station Replacement Project in the amount of \$20,612.12.



INVOICE

Please Remit Payment to:
 Chamlin & Associates, Inc.
 221 W. Washington Street
 Morris, IL 60450

BILL TO

Village of Coal City
 515 South Broadway
 Coal City, IL 60416

INVOICE #	DATE
3019752	9/12/2019
PROJECT #	TERMS
5797.00	Net 30 Days
Coaler Lift Station Elimination and Oak Street Improvement	

Professional Services Thru September 1, 2019

Services include the preparation of plans, specifications, and estimates for the construction of sanitary sewer, storm sewer, and Oak Street extension as per proposal dated February 3, 2018. Also includes the inspection of storm sewer, sanitary sewer, and water main as per the approved proposal. To date the contractor has installed 100% of storm sewer, 95% of sanitary sewer, and 100% of water main.

	Total Per Task	% Complete	Amount
TASK 1 Project Survey and Base Sheets	\$12,000.00	100%	12,000.00
TASK 2A Plans, Specifications, and Estimates (Sanitary Sewer)	\$17,000.00	100%	17,000.00
TASK 2B Plans, Specifications, and Estimates (Storm Sewer)	\$4,500.00	100%	4,500.00
TASK 2C Plans, Specifications, and Estimates (Oak Street)	\$8,500.00	100%	8,500.00
TASK 3 Utility Coordination	\$1,000.00	100%	1,000.00
TASK 4 Geotechnical Investigation	\$3,000.00	100%	3,000.00
TASK 5 Bidding Assistance	\$1,000.00	100%	1,000.00
TASK 6 Construction Observation	\$38,000.00	95%	36,100.00
TASK 7 Watermain Design	\$6,784.00	100%	6,784.00
TASK 8 Easement & Right-of-Way Plats & Legal Descriptions	\$3,456.00	100%	3,456.00
TASK 9 Watermain Construction Observation	\$4,080.00	100%	4,080.00
TASK 10 Construction Layout for Sanitary Sewer, Watermain, Storm Sewer & Roadway	\$5,901.00	100%	5,901.00
<i>Thank you for your business!</i>	Total		103,321.00
	Previously Billed		(82,708.88)
	Final Total		\$20,612.12
Past due charges are subject to 18% interest per annum.			

3017 Fifth Street
 Peru, IL 61354
 (815) 223-3344

218 W. Lafayette Street
 Ottawa, IL 61350
 (815) 434-7225

221 W. Washington Street
 Morris, IL 60450
 (815) 942-1402

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

RE: ADOPTION OF THE VILLAGE'S FFCRA POLICY

Previously, during this evening's meeting, the Village adopted a Resolution adopting the FFCRA and excluding certain emergency responders from certain provisions of this act. Although the measure is a temporary one, a policy update has been created echoing the resolution and shall be distributed to all of the Village employees.

This policy change was communicated via a memo distributed during the last paycheck as well as many initiatives the Village Board has taken since COVID-19 restrictions and quarantines have taken hold. This policy along with the proactive COVID-19 preparedness shift work hours have positioned the village well to maintain morale amongst the employees and continue providing mandatory services for the Village residents despite many restrictions.

Recommendation:

Adopt a Policy Change to the Employee Manual Incorporating the Adoption of the FFCRA, which Expires on December 31, 2020.

VILLAGE OF COAL CITY FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA) POLICY

Statement of Policy

It is the policy of Village of Coal City to comply with the requirements of the Federal Families First Coronavirus Response Act ("FFCRA"). The FFCRA provides employees with Emergency Paid Sick Leave ("EPSL") and Emergency Paid Family and Medical Leave ("FMLA+") for those affected by the COVID-19 pandemic, from April 1, 2020 through December 31, 2020.

Two Types of Leave Covered Under FFCRA

There are two different types of leave employees may take under the FFCRA.

I. Emergency Paid Sick Leave ("EPSL")

A. Emergency paid sick leave will be available for an employee who is unable to work or work remotely because:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
4. The employee is caring for an individual who is subject to quarantine or isolation or advised to self-quarantine by a health care provider due to concerns related to COVID-19;
5. The employee is caring for a son or daughter whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
6. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

B. Eligibility for EPSL

1. All employees, regardless of their tenure with the organization, with full-time or part-time status are eligible to receive this benefit.
2. Paid Benefits for EPSL

3. Eligible employees will receive up to two weeks of paid sick leave (in addition to any other sick leave benefit they may have).
4. Full-time employees (regularly scheduled to work 40 or more hours per week): 80 hours at their regular rate of pay, subject to caps and reasons noted below. A part-time employee may be considered full-time under this policy, if the average of their hours over a 6-month period is at least 40 hours per week.
5. Part-time employees (consistently works a set schedule of less than 40 hours per week): the number of hours that the employee works over a two-week period, subject to caps and reasons noted below.
6. Part-time employees (works a variable schedule per week): the total hours worked in the 6-month period (or if worked less than 6 months, the total hours during the entire period of employment), divided by the number of calendar days in the period, then multiplied by 14, subject to caps and reasons noted below.
7. Payments are capped at \$511 a day (\$5,110 in total) for absences relating to an employee's own illness or quarantine (reasons 1, 2 and 3 above). Employees who are caring for an individual affected by COVID-19 and those whose children's schools or childcare providers have closed (reasons 4, 5 and 6 above) receive up to two-thirds of their regular rate of pay, and that benefit is limited to \$200 a day (\$2,000 in total).
8. Employees who are furloughed or laid off are not eligible for benefits under this provision as of the date of their furlough or layoff if such is due to a lack of work or worksite closure.

C. Return to Work Following EPSL

1. Employees are required to follow guidelines established by the Centers for Disease Control and Prevention as it relates to returning to work. Employees may be required to submit a note from their healthcare provider stating that they are able to return to work and do not present a COVID-19 threat of exposure to co-workers or the public.

II. Emergency Family Medical Leave Act (FMLA+) Expansion

- A. Employees will be entitled to take up to 12 weeks of job-protected leave if an employee is unable to work (or remote work) due to caring for the employee's son or daughter because the child's school or place of care has been closed or his or her childcare provider is unavailable due to the public health emergency.

B. Eligibility for FMLA+

Under this policy, full-time and part-time employees who have been on the Village payroll for 30 days prior to taking the leave are eligible for leave.

C. Paid Benefits for FMLA+

1. The FMLA+ provides for a combination of unpaid and paid leave.
2. The first two weeks of FMLA+ is unpaid. However, an employee may choose to access any emergency paid leave (EPSL) for the reason of caring for a son or daughter because the child's school or place of care is closed or unavailable due to the public health emergency.
3. After the initial two weeks of FMLA+ leave, employees are entitled to up to 10 additional weeks of job-protected leave at two-thirds their regular rate of pay. Part-time employees are entitled to be paid two-thirds of their usual pay based on the average number of hours worked for the six months prior to taking the leave. The Village may require the employee, to take any existing pay benefit (i.e. PTO, vacation, sick pay) during the unpaid period.
4. The cap of the paid leave entitlement for employees is \$200 per day (\$10,000 in the aggregate).

D. Notifying the Village of the Need for FFCRA Leave

Employees should request their need for emergency paid leave as soon as possible, by notifying their Department Head or the City Administrator. Employees are required to provide reasonable notice for foreseeable uses, such as needing leave for school closures/childcare unavailability. For all other qualifying reasons, notice is required after the first workday that leave is taken. The request should be in writing and in the instance of FMLA+ leave, employees should utilize the FMLA leave request form for all other types of FMLA leave. The employee's request must indicate the specific qualifying reason and date of requested leave. If an employee is incapacitated, the employee's representative should give verbal notice as soon as possible. Calling in "sick" does not qualify as adequate notice. An employee's request must provide sufficient information regarding the reason for an absence for the Village to know that protection and benefits may exist under this policy (for example, a doctor's note).

E. Insurance Benefit Continuation During FFCRA Leave

Coverage under group health insurance will continue while on leave, but employees must continue to pay their portion of the premium. Other employment benefits, such as group life insurance, etc., will also be continued during the leave, as long as the employee continues to pay any required contribution. Payment arrangements will be discussed with individuals upon their request for leave.

F. Certification for FFCRA Leave

1. Generally, the Village will require certification to verify the qualifying reason for the leave. Employees should be prepared to provide documentation such as a copy of any healthcare provider medical diagnosis for the employee or individual for whom they must provide care, note advising the employee to self-quarantine or isolate, or a notice of closure of school or childcare provider (i.e. email, notification on website, or news article). Employees should be prepared to provide additional information in support of various reasons for leave under FFCRA, such as the relationship of individual cared for, a statement of circumstances that exists requiring care for a child over the age of 14, etc. and affirming that there is no other suitable person who can care for a child during the requested leave for that purpose.
2. At the sole discretion of the Village, the healthcare provider documentation requirement may be waived.

G. Intermittent Leave

For employees working on the premises, intermittent leave will only be permitted for the qualifying reason related to caring for their child whose school or place of care is closed, or childcare provider is unavailable, and only if the Village agrees to the schedule.

III. EPSL, FMLA+ and Classic FMLA

- A. If emergency paid sick leave (EPSL) is taken for the qualifying reason of caring for a child whose school or place of care is closed, or childcare provider is unavailable, that leave will run concurrently with, and will count toward, the total 12 weeks available under FMLA+ and Classic FMLA.
- B. FMLA+ is an emergency law expanding FMLA and expires on December 31, 2020. Employees who qualify for leave under both FMLA+ and Classic FMLA during the applicable 12-month period, the time off will count concurrently. Employees are not entitled to more than a total of 12 weeks under both FMLA+ and Classic FMLA policies (except for qualifying military exigency leave of 26 weeks under Classic FMLA). Employees will be notified of their rights and responsibilities under Classic FMLA by separate correspondence.

IV. Rights Upon Return from FFCRA Leave

- A. An employee who takes leave under this policy may be reinstated to the same job or an equivalent position upon completion of the leave. If an individual has exhausted all leave under this policy and is still unable to return to work, the

situation will be reviewed on a case-by-case basis to determine what rights and protections might exist.

- B. Employees have no greater rights upon a return from leave than the individual would have had if s/he had continued to work. Therefore, an employee may be affected by a layoff, reorganization, furlough, change in job duties or other change in employment if the action would have occurred had the employee remained actively at work.

V. Exceptions from FFCRA

The FFCRA provides that emergency responders are subject to exception from the leave benefits under both the EPSLA and the FMLA+. The Department of Labor has defined emergency responders to include law enforcement and public works personnel, as well as the employees who are necessary to maintain those operations and facilities. To better ensure protection for the residents and continuity of services to the community, Village employees assigned to the Police Department and the Public Works Department are excepted from the benefits provided in the FMLA+, and the EPSLA, but grant Emergency Responders up to two weeks (i.e., up to 80 hours in aggregate total for emergency responders who are normally scheduled to work 80 hours in a two week period and 84 hours in aggregate total for those who are normally scheduled to work 84 hours in a two week period) of paid sick leave If an otherwise excluded or excepted employee either a.) has been advised by a health care provider to self-quarantine related to COVID-19 or b.) is experiencing COVID-19 symptoms and is seeking a medical diagnosis for the same qualifying COVID-19 related absences (criteria number 2 and 3 as identified in the EPSLA). Said leave shall conform to all terms and procedures as set forth in the EPSLA, including expiring on December 31, 2020 with no carryover into 2021, as identified in the Village Board's Resolution adopted and approved on April 22, 2020.

VI. No Carryover

The benefits provided in the FFCRA expire on December 31, 2020 and employees may not carryover said benefits beyond that date.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 22, 2020

RE: MEMO OF UNDERSTANDING WITH THE PD UNION – MAP 186

Patrol Officers and Sergeants within the Police Department are members of Chapter 186 of the Metropolitan Alliance of Police. The policies surrounding the FFCRA effect employees' conditions of employment and are something that may be negotiated.

Attached is a memorandum of understanding provided by Coal City's representation stating the ordinance and employee manual policy enacted this evening align with what the union finds to be reasonable treatment of the FFCRA. This memo was reviewed by legal and is the last piece to ensuring the Village has properly enacted the temporary measures required due to the FFCRA federal legislation.

Recommendation:

Authorize Mayor Halliday to enter into the Memorandum of Understanding regarding the FFCRA with MAP 186.

**CONTRACTUAL MEMORANDUM OF UNDERSTANDING BETWEEN
METROPOLITAN ALLIANCE OF POLICE CHAPTER 186 AND VILLAGE OF
COAL CITY**

This memorandum of understanding (MOU) is hereby made and entered into by and between the Metropolitan Alliance of Police, Chapter 186 (hereinafter "Union"), and the Village of Coal City (hereinafter "Employer").

The purpose of the Memorandum is to provide clarification of the temporary processes and variances concerning the unprecedented response to COVID-19. It is the intent for both parties to mutually assure both bargaining unit members and members of the public are protected, and cared for, during this period of time by ensuring the maximum number of bargaining unit members, and related departmental response, available during the COVID-19 global pandemic.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES IN RESPONSE TO THE FAMILY FIRST CORONAVIRUS RESPONSE ACT THAT:

1. The parties have agreed to amend various provisions of the CBA. These amendments, and this MOU, shall expire on December 31, 2020, or upon the Governor declaring there is no longer an emergency related to COVID-19, whichever is later.
2. The Employer has claimed exemptions for covered employees under the Emergency Paid Sick Leave Act.
3. The Employer has agreed to provide covered employees an alternate benefit to the Emergency Paid Sick Leave Act in that: If an employee either a.) has been advised by a health care provider to self-quarantine related to COVID-19 or b.) is experiencing COVID-19 symptoms and is seeking a medical diagnosis, the employee may utilize the temporary COVID-19 sickness benefit in order to be compensated for up to 80 hours of scheduled work time. For those employees who are regularly scheduled for 84 hours of straight time within a two week period, they shall be eligible for 84 hours of time under the temporary COVID-19 sickness benefit.
4. The parties agree bargaining members are exempt as "emergency responders" under the Emergency Family and Medical Leave Expansion Act portion of the FFCRA.
5. Employees using leave under this MOU shall not lose any benefits afforded under the current CBA or municipal rules, regulation, or policy.

6. Employee are not entitled to more than 84 hours of leave pursuant to this MOU.
7. At no time shall this MOU be used, or cited, for precedential purposes. It is understood that this MOU is in response to a global pandemic. Neither party agrees to a permanent or precedent setting waiver of a contractual, and/or legal, right, or obligation.
8. To the extent any portion of this Agreement may be held to be invalid or legally unenforceable by a court or arbitrator of competent jurisdiction, the parties agree the remaining portions of this Agreement shall not be affected and shall be given full force and effect.
9. This MOU is a fully enforceable, grievable, and arbitrable via the grievance provision contained in the parties' Collective Bargaining Agreement.
10. This MOU is effective April 1, 2020.
11. Unless expressly stated herein, this MOU does not diminish or waive any employees' rights under the CBA, Workers' Compensation Act, Occupational Disease Disability Act, Public Safety Officer Benefits Act, PEDA, PSEBA, or other Local, County, State, or Federal law.
12. By entering into this MOU, the parties acknowledge the obligation to bargain over the current version of the FFCRA (without the Employer conceding there is an obligation to bargain) has been met.
13. By signing below, the Union and Employer represent the person executing this document have the authority to do so and lawful authority to bind the parties to this Agreement.

Metropolitan Alliance of Police,
Chapter 186

Date: _____, 2020

Village of Coal City

Date: _____, 2020

2020 Criminal Charges

6

Roth 5

Jones, 5

5

4

Nugent, 3

Harseim, 3

2

Kasher, 1

1

Sassenger
0

Miazzone 0

Imhof, 0

Dillon, 0

Moran, 0

Clark, 0

Logan, 0

Charges

12

Jones, 10

10

8

6

4

Harseim, 3

2

Logan, 1

Clark, 0

0

Moran, 2

Dillon, 4

Roth 4

Nugent 3

Sassenger 1

Mazzone 1

Kasher, 0

Imhof, 0

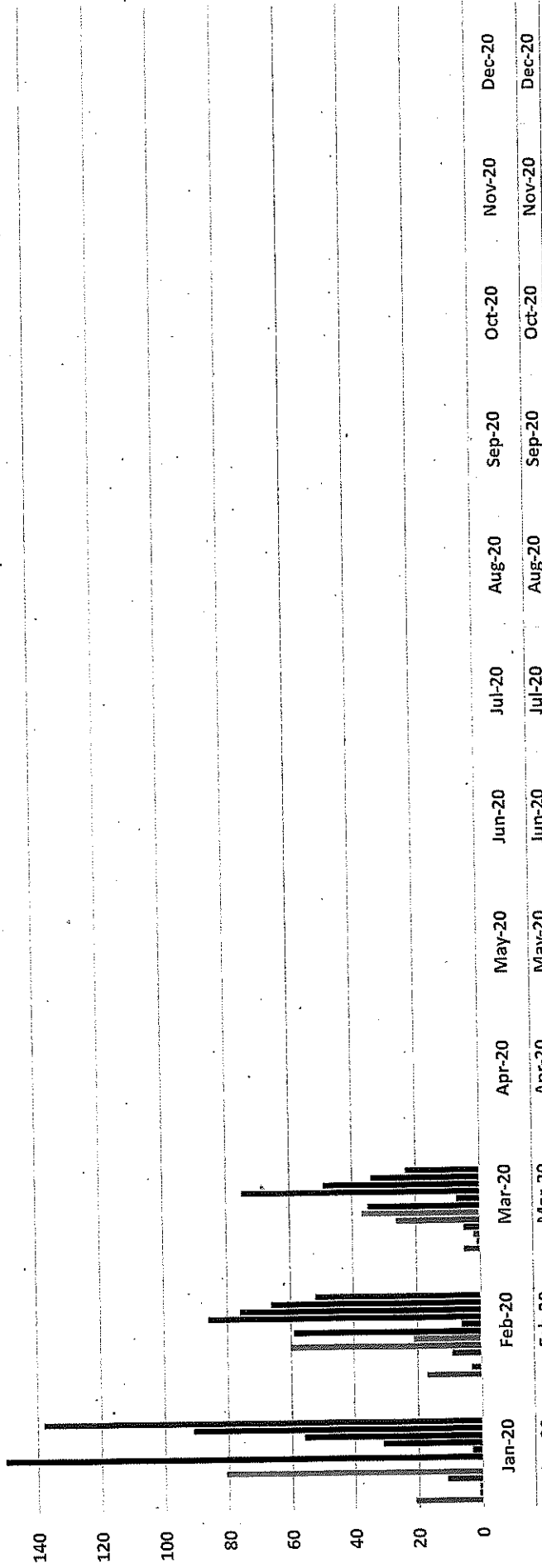
Ordinance 2020



Self-Initiated Activity

January 1 2020 – Dec 31 2020

160



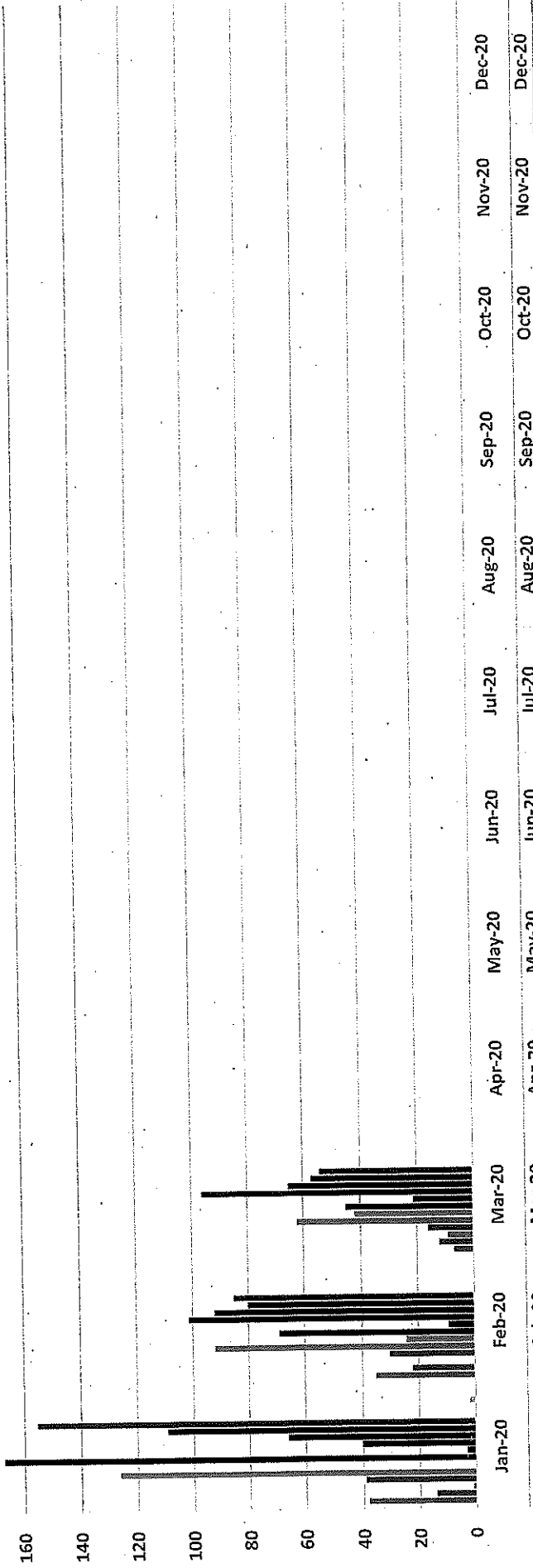
Axis Title



Total Officer Activity

January 1 2020 – Dec 31 2020

180



Axis Title



Traffic Stops

January 1 2020 - Dec 31 2020

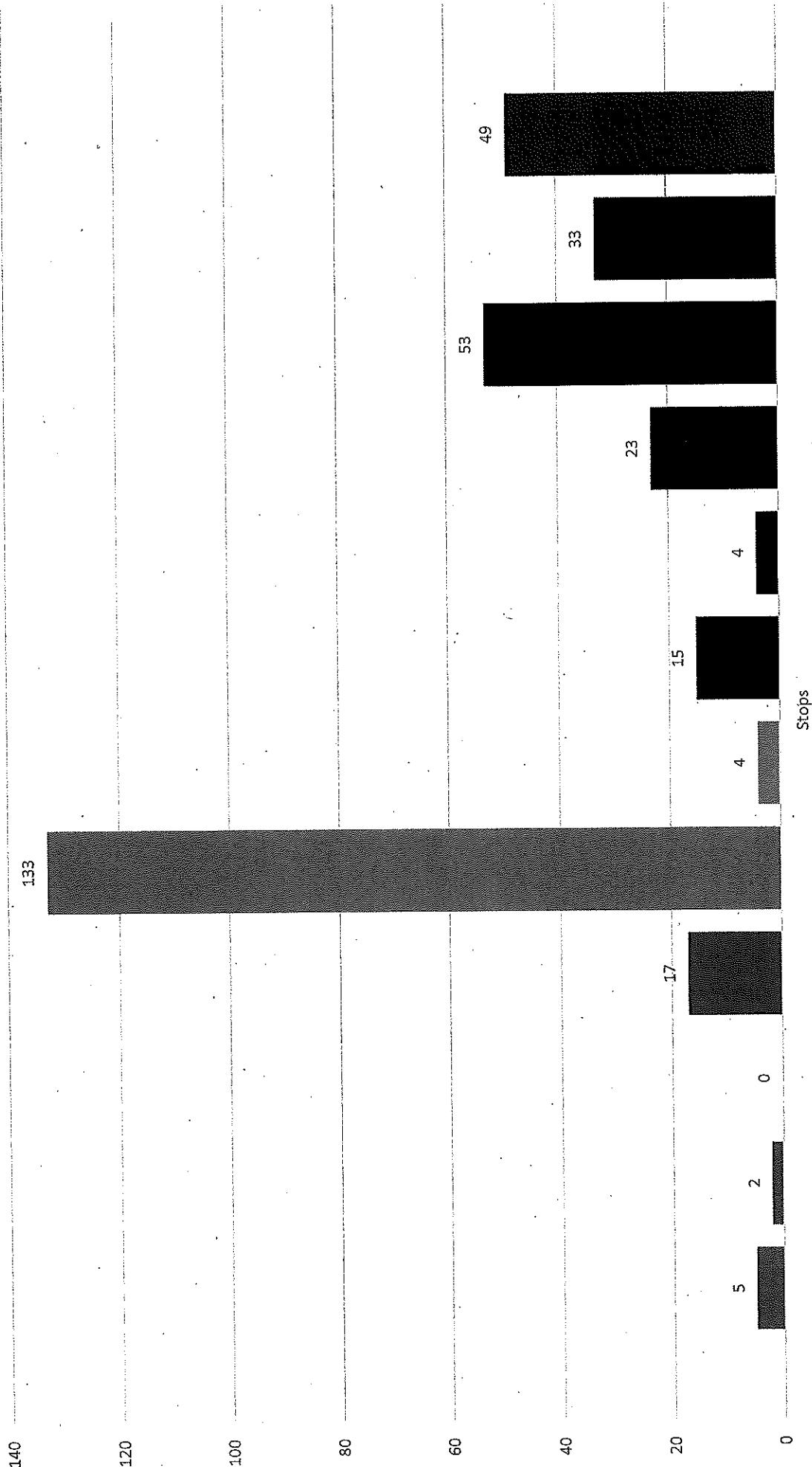
70



Axis Title

Harseim 4 1 0
 Logan 1 1 0
 Clark 0 0 0
 Moran 7 6 4
 Jones 62 52 19
 Dillon 0 1 3
 Kasher 6 8 1
 Imhof 1 0 3
 Roth 15 5 3
 Sassenger 19 19 15
 Mazzone 8 17 8
 Nugent 5 28 16
 Briley 0 0 0
 Roach 0 0 0
 Paquette 0 0 0
 Butterfield 0 0 0

Yearly Traffic Stops



Harseim
 Logan
 Clark
 Moran
 Jones
 Dillon
 Kasher
 Imhof
 Roth
 Sassenger
 Mazzone
 Nugent

