

# **COAL CITY VILLAGE BOARD MEETING**

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

(Immediately Following the Public Hearings)

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

## **AGENDA**

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes  
Public Hearing November 24, 2020  
Regular Meeting November 24, 2020
4. Approval of Warrant List
5. Public Comment
6. Presentation-CBBEL South Broadway Reconstruction Project

7. Ordinance 20-26 Adoption of the 2020 Tax Levy
8. Ordinance 20-27 Adoption of the 2020 Amended SSA #2 Levy
9. Ordinance 20-28 Abating Tax Levy Schedule for Alt Rev Bonds  
ILPCC Railroad
10. Ordinance 20-29 Variance-910 S. Illinois Robert Davis
11. Ordinance 20-30 Variance-1035 E. Fifth Street  
Leslie & John Kloski
12. Resolution 20-34 Adoption of the Grundy County Multi-  
Jurisdictional Hazard Plan
13. Resolution 20-35 Release of Executive Session Minutes
14. Approval-Final Payment for 2020 Non-MFT Street Project
15. Approval-Final Payment for Lions/Hope Helps Park ADA Washroom Project
16. Authorize Mayor to Enter into An Agreement in Support of the  
"Pro-Act" Unit
17. Annual Liability/Worker's Compensation Insurance Renewal for 2021
18. Report of Mayor
19. Report of Trustees:  
S. Beach  
T. Bradley  
D. Spesia  
D. Greggain  
R. Bradley  
D. Togliatti
20. Report of Village Clerk

21. Report of Village Attorney
22. Report of Village Engineer
23. Report of Chief of Police
24. Report of Village Administrator
  - a. December Meeting Schedule
25. Adjourn

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

Members of the public can participate in four ways:

1. Attend the meeting at the Village Hall, which will be open to the public for the meeting with appropriate social distancing safeguards in place.
2. Leave a voicemail comment in advance of the meeting by calling 815-634-8608. The prerecorded comment will be played during the virtual meeting up to a maximum of 3-minutes. The deadline to submit this voice mail is 12:00 p.m. on Tuesday, December 8, 2020.
3. Send an email to [pnoffsinger@coalcity-il.gov](mailto:pnoffsinger@coalcity-il.gov). These emailed comments will be read by the Village Clerk up to a maximum of 3-minutes. The deadline to submit this is 12:00 p.m. on Tuesday, December 8, 2020.
4. Participation in the meeting remotely via *Zoom* video conference. Space is limited and citizens must indicate they intend to participate in this manner by notifying the Village Clerk by 12:00 p.m. on Tuesday, December 8, 2020 and indicate whether they intend to participate in public comments. Participants will receive a maximum of 3 minutes for public comment at the meeting.

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

**MEMO**

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

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

**MEETING**

**DATE:** December 9, 2020

**RE: ABATEMENT OF THE PROPERTY TAXES TO BE COLLECTED FOR  
THE RAIL LEAD TRACK DEVELOPMENT BOND PAYMENTS**

Due to the taxes to be collected from Special Service Area #2 (SSA2), the Village shall possess the taxes necessary to make the total scheduled principle and interest payments for the Industrial Lead Track Construction Project located on S. Broadway south of Reed Road. Following the levying of taxes upon SSA2, it shall no longer be necessary for the County Clerk to extend bond principle and interest payments to the Village's taxpayers due to another alternative revenue being provided in the place of property taxes.

This abatement process shall be necessary for the next three years (which could be exceeded if the Village is not reimbursed by the Developer or certain TIF in the interim) following this current notice until the bonds to pay for the improvement have been fully repaid. In short, this ordinance ensures the bonds are repaid by the affected land owners who signed onto a development agreement within the Village rather than the rest of the municipal taxpayers.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Abating the Collection of Property Taxes from the Coal City Municipal Tax Payers due to the Repayment of the \$1.9 million Industrial Revenue Bonds.

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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 ABATING THE TAX HERETOFORE LEVIED FOR THE TAX  
LEVY YEAR 2020 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000  
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,  
GRUNDY AND WILL COUNTIES, ILLINOIS**

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

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

Village Trustees

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

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX  
LEVY YEAR 2020 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000  
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,  
GRUNDY AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the Village of Coal City, Grundy and Will Counties, Illinois (“*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 President and Trustees of the Village (the “*Corporate Authorities*”), by Ordinance 13-42 adopted on the 25<sup>th</sup> day of November, 2013 (the “*Bond Ordinance*”), did provide for the issuance of \$1,900,000 General Obligation Taxable Alternate Revenue Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013, dated December 2, 2013 (the “*Bonds*”) and the levy of a direct annual tax *ad valorem* tax upon all taxable property within the Village in and for each of the levy years 2017 through 2022 without limitation as to rate or amount, in amounts sufficient to pay the principal of and interest on the Bonds when due (the “*Pledged Taxes*”) as specified in Section 18 of the Bond Ordinance; and

**WHEREAS**, on the 2nd day of December, 2013, a duly certified copy of the Bond Ordinance was filed in the offices of the Grundy and Will County Clerks; and

**WHEREAS**, the Bonds are subject to optional redemption in whole or in part prior to maturity at the option of the Village on any date on or after November 1, 2018, pursuant to Section 6 of the Bond Ordinance; and

**WHEREAS**, on November 1, 2019 (“*Optional Redemption Date*”), the Village called for redemption of the Bonds maturing in 2020 and 2021 and a portion of the Bonds maturing in 2022, by paying the Bondholder an aggregate total of Seven Hundred Ninety Thousand and no/100 Dollars (\$790,000.00) for Bonds not yet maturing (“*Optional Redemption*”); and

**WHEREAS**, the Optional Redemption resulted in a revised debt service schedule (“*Revised Debt Service Schedule*”) for the remaining Outstanding Bonds; and

**WHEREAS**, the Corporate Authorities, on November 13, 2019, adopted Ordinance Number 19-38, *AN ORDINANCE ABATING AND REPLACING THE TAX LEVY SCHEDULE FOR THE \$1,900,000 GENERAL OBLIGATION TAXABLE ALTERNATE REVENUE BONDS (RAIL EXTENSION USE REVENUES ALTERNATE REVENUE SOURCE), SERIES 2013, DATED DECEMBER 2, 2013* (“*Revised Levy Ordinance*”) in order to adjust the levy schedule to align with the post-redemption revised debt service schedule; and

**WHEREAS**, the Revised Levy Ordinance was duly filed with the Grundy County Clerk on \_\_\_\_\_, 2019; and

**WHEREAS**, the Revised Levy Ordinance was duly filed with the Will County Clerk on \_\_\_\_\_, 2019; and

**WHEREAS**, pursuant to the Revised Levy Ordinance, the Village of Coal City has amended Section 18 of the Bond Ordinance in order to abate the *ad valorem* taxes originally levied therein and levy a revised direct annual *ad valorem* tax upon all taxable property within the Village for levy years 2019 through 2022 in full satisfaction of the Revised Debt Service Schedule; and

**WHEREAS**, pursuant to the Revised Levy Ordinance, the Village has levied a direct *ad valorem* tax in the amount of \$34,807.50 on all taxable property within the Village and has filed the same with the Grundy County Clerk and the Will County Clerk; and



**WHEREAS**, the Village presently has on deposit \$34,807.50 in the Bond Fund derived from “*Alternate Revenues*” (as defined in the Bond Ordinance) and other lawfully available sources other than the levy of taxes provided in the Bond Ordinance and Revised Levy Ordinance (the “*Available Funds*”), which Available Funds are sufficient to timely pay debt service on the Bonds coming due in calendar 2021 and are available and are hereby directed to be used for the purpose of paying the principal and interest on the Bonds coming due on May 1, 2021 and November 1, 2021 in the aggregate amount of \$34,807.50; and

**WHEREAS**, the Village reasonably anticipates receiving \$34,807.50 of additional “*Alternate Revenues*” (as defined in the Bond Ordinance) during calendar year 2021 from the payment of taxes levied against property within Village of Coal City Amended Special Service Area Two, to deposit into the Bond Fund in place of the Available Funds; and

**WHEREAS**, in light of the foregoing, it is advisable and necessary to provide for the abatement of the tax heretofore levied for tax levy year 2020 in Section 18 of the Bond Ordinance, as amended by the Revised Levy Ordinance, in its entirety.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, 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. APPROPRIATION OF AVAILABLE FUNDS.**

It shall be and is hereby found and determined that the Available Funds are available from sources other than the levy of a direct annual tax upon all taxable property within the Village and said funds shall be and hereby are appropriated in the sum of \$34,807.50 for the purpose of paying principal and interest on the Bonds up to and including November 1, 2021.

**SECTION 3. DEPOSIT OF AVAILABLE FUNDS.**

A. The Village Treasurer is hereby authorized and directed to deposit the Available Funds in the sum of \$34,807.50, including, as may be necessary, advances from the General Fund in anticipation of receipt the Alternate Revenues, into the “Alternate Revenues Subaccount of the Principal and Interest Account of the Bond Fund” (as defined in the Bond Ordinance) in an amount equal to the 2021 Debt Service and thereafter to pay interest only in the amount of \$17,403.75 due May 1, 2021 and interest only in the amount of \$17,403.75 due November 1, 2021 to the person in whose name that the Bonds are registered on the books of the Bond Registrar at the close of business on the 15<sup>th</sup> day prior to the aforesaid payment dates.

B. The Village hereby directs the Village Treasurer to reimburse the General Fund up to the amount of any advances made from the General Fund to the Bond Fund, if any, in the amount of the Alternate Revenues as and when received.

**SECTION 4. ABATEMENT OF TAX.**

The tax heretofore levied for the tax levy year 2020 in Section 18 of the Bond Ordinance, as amended by the Revised Levy Ordinance, regarding the \$1,900,000 General Obligation Taxable Alternate Revenue Bonds (Rail Extension Use Revenues Alternate Revenue Source), Series 2013 shall be and the same is hereby abated in its entirety as follows:

<b>Year of Levy</b>	<b>Tax Levied in Bond Ordinance, As amended by Revised Levy Ordinance</b>	<b>Amount of Tax To Be Abated</b>	<b>Remainder of Tax Levied which is to Be Extended for Levy Year 2020</b>
2020	\$34,807.50	\$34,807.50	\$0.00

**SECTION 5. FILING ABATEMENT ORDINANCE WITH COUNTY CLERKS.**

Forthwith upon the adoption of this Ordinance and notification from the Village Treasurer that deposits into the Bond Fund have been made as provided hereinabove, the Village Clerk shall file a certified copy hereof with the County Clerk of Grundy County, Illinois and the County Clerk of Will County, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the tax levy year 2020 in accordance with the provisions hereof.

**SECTION 6. RESOLUTION OF CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7. 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 8. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at Coal City, Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:
- PRESENT:

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**VILLAGE OF COAL CITY**

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

Attest:

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

[SEAL]

STATE OF ILLINOIS )  
 ) SS.  
COUNTIES OF GRUNDY AND WILL )

**CERTIFICATION**

I, Pamela Noffsinger, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Coal City, Grundy and Will Counties, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village.

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 20-\_\_\_\_\_, *AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX LEVY YEAR 2020 TO PAY THE INTEREST AND PRINICIPAL ON \$1,900,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS* [hereinafter, the "Ordinance"] adopted at a duly called Regular Meeting of the Board of Trustees, held at Coal City, Illinois, at 7:00 p.m. on the 9<sup>th</sup> day of December, 2020.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Coal City, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at Coal City, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PAMELA NOFFSINGER,  
VILLAGE CLERK  
VILLAGE OF COAL CITY

[SEAL]

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF GRUNDY        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Grundy, Illinois, and as such official, I do further certify that on the \_\_\_\_\_ day of December, 2020, there was filed in my office a duly certified copy of Ordinance \_\_\_\_\_ entitled:

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX  
LEVY YEAR 2020 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000  
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,  
GRUNDY AND WILL COUNTIES, ILLINOIS**

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 9<sup>th</sup> day of December, 2020, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said

County, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of Grundy County, Illinois

(SEAL)

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF WILL         )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the County of Will, Illinois, and as such official, I do further certify that on the \_\_\_\_\_ day of December, 2020, there was filed in my office a duly certified copy of Ordinance \_\_\_\_\_ entitled:

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE TAX  
LEVY YEAR 2020 TO PAY THE INTEREST AND PRINCIPAL ON \$1,900,000  
GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF COAL CITY,  
GRUNDY AND WILL COUNTIES, ILLINOIS**

duly adopted by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village") on the 9<sup>th</sup> day of December, 2020, and executed by the Village President and attested by the Village Clerk, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said  
County, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of Will County, Illinois

(SEAL)

**MEMO**

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

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

**MEETING**

**DATE:** December 9, 2020

**RE: INTERIOR SIDE YARD SETBACK VARIANCE AT 910 S. ILLINOIS**

Bob Davis, who resides at 910 S. Illinois would like to improve the rear yard of his residence with the addition of a pool and one additional structure. After presenting the concept for the rear yard improvements, it was determined only the expansion of the garage closer to northern boundary within the required setback shall require a variance from the Village Code. The garage currently complies with the Village Code providing 10% of the lot width between the neighbor adjacent to the north and the existing structure. The requested variance would limit the setback to 1' utilizing nearly all of the existing setback to expand the garage. Should the Board wish to recommend this variance, a condition to its recommendation may be included to require a properly rated fire wall be utilized on the north side of the expanded detached garage since it will be located close to the adjoining residence.

This matter is set for a public hearing on Monday evening. Attempting to move any items for Board consideration to one meeting in December, this matter has been included on the agenda pending the recommendation of the Planning & Zoning Board. Prior to the Board Meeting, an update will be provided regarding the final recommendation of the Zoning Board of Appeals. Should a positive recommendation be received, it is appropriate to adopt this ordinance.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting a Variance to Allow the Detached Garage to be Expanded within the Required Interior Side Yard setback at 910 S. Illinois.



COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: ROBERT DAVIS

Address: 910 S ILLINOIS Phone number: 815-634-8765

Owner represented by: Self  Attorney

Contract purchaser \_\_\_\_\_ Other agent \_\_\_\_\_

Agents name \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Existing zoning: RS2 Use of surrounding properties: North RS2 South RS2

East RS2 West RS2

What zoning change or variance: (specify) TO EXCEED TOTAL LOT

COVER REQUIREMENTS & TOTALLY ALLOWABLE ACCESSORY  
STRUCTURES AS WELL AS GARAGE ADDITION TO BE CONSTRUCTED  
BEHIND WITHIN REQUIRED SET BACK

To allow what use \_\_\_\_\_

Tax number of subject property: 09-03-478-002

Common address of property: 910 S ILLINOIS

Parcel dimensions: 175' x 100' Lot area (sq. ft.) 17500'

Street frontage 100'

Legal description LOT 37 OF SPRING MEADOWS SUBDIVISION  
IN SECTION 3-32-8

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.

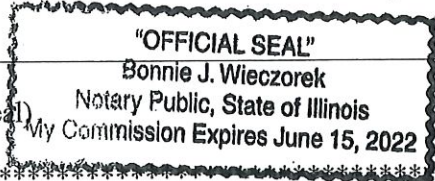
\*\*\*\*\*

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.

Robert Redmy, being first duly sworn, on oath deposes and says,  
Applicant's Name

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

Subscribed and sworn before me on this 28 day of October, 2020.

Notary Public (Seal) 

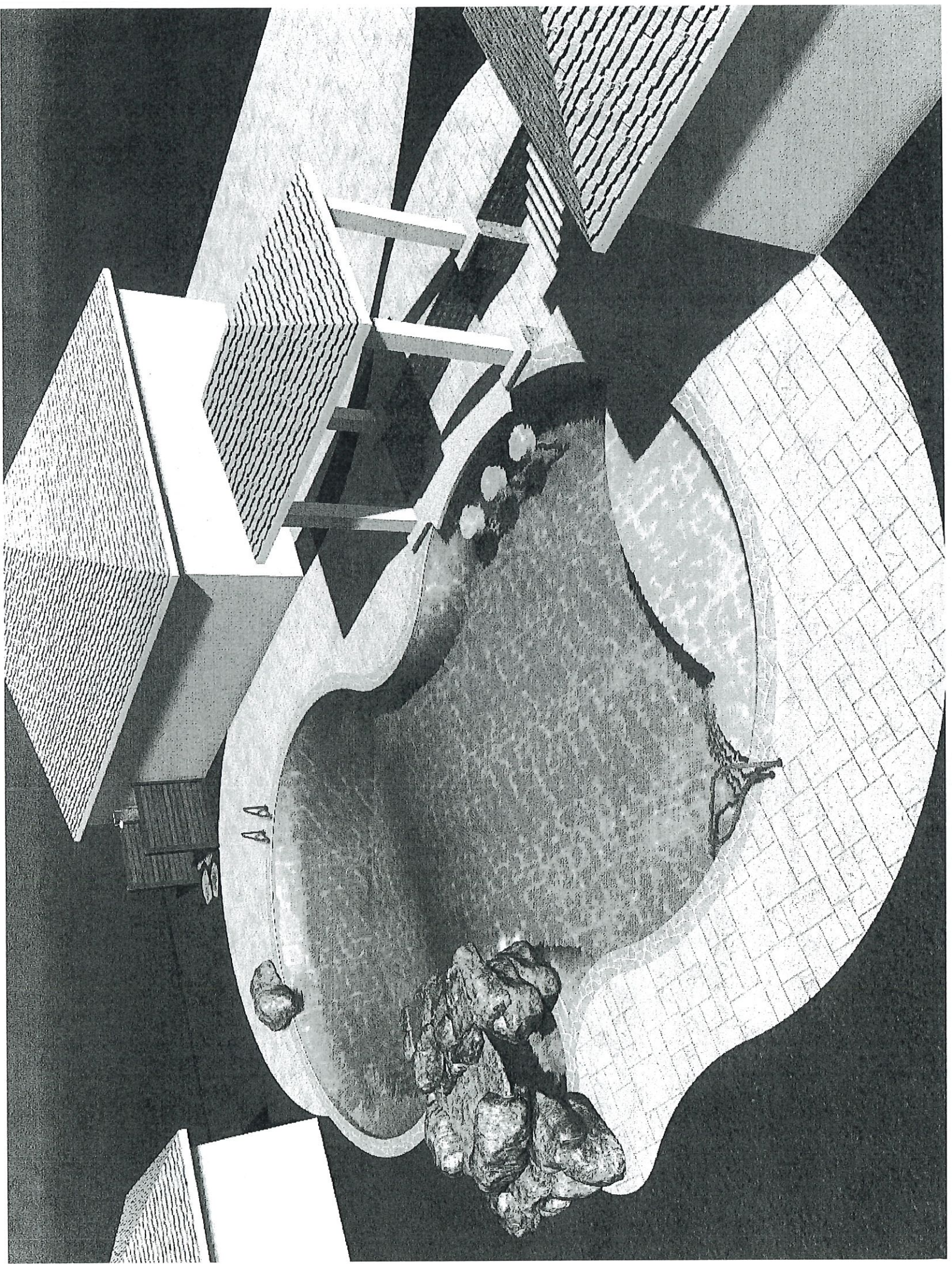
Bonnie J. Wiczorek  
Signature of Owner

\*\*\*\*\*

You may attach additional pages, if needed, to support the documentation of application.  
Please note the number of pages attached. 3

**FOR OFFICE USE ONLY**

Case number	<u>ZA-322</u>	Location of hearing	
Filing date	<u>10-30-20</u>	Village Hall	
Hearing date	<u>12-7-20</u>	515 South Broadway	
Filing fee	<u>\$ 100.00</u>	Coal City, Illinois	
Hearing time	<u>7pm</u>		



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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 VARIANCE TO THE ZONING CODE FOR THE  
EXPANSION OF A DETACHED GARAGE WITHIN THE REAR YARD OF  
910 S. ILLINOIS IN THE VILLAGE OF COAL CITY**

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TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

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

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

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
EXPANSION OF A DETACHED GARAGE WITHIN THE REAR YARD OF  
910 S. ILLINOIS IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Sections 156.162 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Robert Davis (“applicant”) on October 30, 2020 to install and complete improvements within the rear yard including the expansion of the detached garage into the required interior side yard setback; and

**WHEREAS**, Section 156.162 requires adherence to the standards provided within Table 15 including the minimum interior side yard setback of 10 feet; and

**WHEREAS**, a public hearing was noticed and duly held on December 7, 2020; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on December 7, 2020 and considered passage of the variance request to the Board of Trustees; and

**WHEREAS**, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

**WHEREAS**, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

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

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

**Section 2.** Findings of Fact. The Board of Trustees finds as follows concerning the Variance for 910 S. Illinois:

- A. **Special Circumstances Not Found Elsewhere.** The property is an interior lot; the adjacent residential property has a significant side yard setback resulting in the expanded detached garage to remain far from any existing structure.
- B. **Unnecessary Hardship.** The petitioner shall be required to install necessary improvements to maintain the required fire rating required by the adopted residential code despite the setback no longer being required; this improvement meets the intent of the side yard setback requirement while ensuring the current hardship of having the area for storage, but unavailable to be covered no longer exists.

- C. **Necessary for Use of the Property.** The Village Code requires no lean-tos be constructed for additional storage; in order to provide covered storage, this expansion into the required side yard setback is necessary.
- D. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential and maintain the fire rating required by the residential code.
- E. **Minimum Variance Recommended.** The petitioner has requested a variance of 9' to allow maintenance to be maintained rather than placing the structure atop the northern boundary line.

**Section 3.** Description of the Property. The property is located at 910 S. Illinois in the Village of Coal City within an RS-2 District.

**Section 4.** Public Hearing. A public hearing was advertised on November 18, 2020 in the Coal City Courant and held by the Planning and Zoning Board on December 7, 2020, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

**Section 5.** Variations. The variations requested in the October 30, 2020 Variance Application to the Zoning Code are granted as follows:

The Variance in conjunction with Section 156.162 is hereby granted to allow the expansion of the detached garage to allow the north wall of the structure to be moved 9' northward over the existing concrete pad leaving 1' of setback from the adjacent neighbor to the north.

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

- A. The north wall of the expanded garage shall utilize a fire wall.
- B. The detached garage shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

**Section 7.** Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 8.** Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Coal City prior to the effective date of this ordinance.

**Section 9.** Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

**MEMO**

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

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

**MEETING**

**DATE:** December 9, 2020

**RE: CORNER SIDE YARD VARIANCE AT 1035 E 5<sup>TH</sup> STREET**

The owners of the property at the southwest corner of Fifth Street & Fifth Avenue would like to construct a fence within their corner sideyard. This fence would stop at the front of the detached garage allowing for plenty of sight at the intersection. There are no sidewalks within this neighborhood and this property backs up to the railroad. This property was subject to an action by the Village of Coal City to eliminate a curb cut adjacent to the railroad crossing as recommended by the federal railroad authority. The garage, which likely pre-dates the adoption of the Village Code is currently located 12' from the eastern boundary of the property. The desired location of the fence will be located on the west side of the light pole located alongside this residential property.

This matter is set for a public hearing on Monday evening. Attempting to move any items for Board consideration to one meeting in December, this matter has been included on the agenda pending the recommendation of the Planning & Zoning Board. Prior to the Board Meeting, an update will be provided regarding the final recommendation of the Zoning Board of Appeals. Should a positive recommendation be received, it is appropriate to adopt this ordinance.

**Recommendation:**

Adopt Ordinance No. \_\_\_\_: Granting a Variance to Construct a Fence within the Corner Side Yard at 1035 E. Fifth Street.



COAL CITY ZONING APPLICATION

Owners name or beneficiary of land trust: Leslie & John Kloski

Address: 440 N Mary St Coal City Phone number: 404-583-7344

Owner represented by: Self  Attorney

Contract purchaser \_\_\_\_\_ Other agent \_\_\_\_\_

Agents name \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_

Existing zoning: RS-3 Use of surrounding properties: North \_\_\_\_\_ South \_\_\_\_\_

East \_\_\_\_\_ West \_\_\_\_\_

What zoning change or variance: (specify) Request to construct fence corner side yard.

To allow what use \_\_\_\_\_

Tax number of subject property: 0635-428-006

Common address of property: 1035 E Fifth St Coal City 60416

Parcel dimensions: \_\_\_\_\_ Lot area (sq. ft.) \_\_\_\_\_

Street frontage \_\_\_\_\_

Legal description Village of Eileen E1/2 LTS 19 Thru 24

BLK 23 (EXRR) Sec 35-33-8 AKA Coal Branch Junction

} see attached

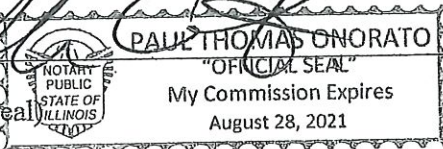
In addition, the applicant must comply with the ZONING ORDINANCE OF THE VILLAGE OF COAL CITY, adopted June 1, 1989, Chapter II, sections A through F available for review at the Village Clerks office. Also attached to the application are tables 1, 2 and 3 for the applicant's reference.

\*\*\*\*\*

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.

Leslie Kloski, being first duly sworn, on oath deposes and says,  
Applicant's Name

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

Subscribed and sworn before me on this 02 day of November, 2020.  
 Leslie Kloski  
Notary Public (Seal) Signature of Owner

\*\*\*\*\*

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

Please note the number of pages attached. 3

**FOR OFFICE USE ONLY**

Case number ZA323  
Filing date 11-2-20  
Hearing date 12-7-20  
Filing fee \$ 100.00  
Hearing time 7pm

Location of hearing  
Village Hall  
515 South Broadway  
Coal City, Illinois

**PROPOSAL & CONTRACT**



Office: 815-255-213;

Fax: 815-255-2036

www.acostafence.com

DATE: 07-17-2020

CUSTOMER: LESLIE KRUSE

CONTACT:

ADDRESS: 1130 F 5th St

TEL:

CITY: COAL CITY STATE: IL ZIP CODE

JOB ADDRESS

TEL: 404-582-7347 FAX

CITY

**DESCRIPTION OF MATERIALS**

J.U.L.I.E #

Type of Fence: Wood  Vinyl  Chain Link  Ornamental

Crew:

L F Gates Included: 23 Line Post: 58

Height: 6 Rails: 27

Boards-Wire: 3x6" Gates: 7

Terminal Post: 58 Color: white

Barbed Wire YES  NO  Tension Wire YES  NO

Plat of Survey Needed YES  NO  Underground Utilities (J.U.L.I.E) Acosta Fence  Owner

Const. Permit Secured By Owner YES  NO  Permit #

Post Set in Concrete YES  NO

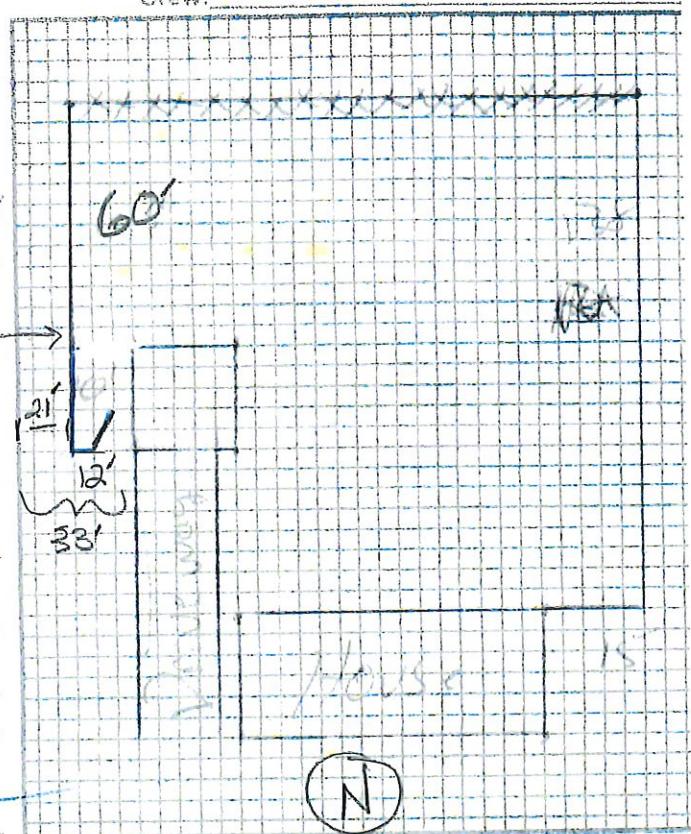
Top of Fence Follow Ground  Straight  Stepped  Flat Top

Existing Fence Taken Down  Haul Away

Dirt Removal Optional YES  NO  \$

Other Comments: new gate 6' x 7' 6"

All of the above work to be completed in a substantial and workmanlike manner according to standard premises to start within 4 weeks for the sum of \$2,900



A deposit required of \$ down upon signing contract and \$ the remaining balance upon completion of installation. ACOSTA FENCE COMPANY GUARANTEES ALL MATERIALS TO BE OF THE HIGHEST QUALITY BY LEADING MANUFACTURERS AND ALL WORKMANSHIP TO BE OF THE HIGHEST STANDARDS BY THOROUGHLY SKILLED MECHANICS FOR 1 YEAR. Contractor is responsible for calling J.U.L.I.E. Within 48 hours before installation to mark all underground utilities. Any alteration or deviation for the above specifications involving extra cost of materials labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be met in writing. ALL MATERIALS REMAIN PROPERTY OF CONTRACTOR, WHO RETAINS THE RIGHT TO REMOVE ALL MATERIAL UNLESS PAID IN FULL. ALL FENCES INSTALLED WITHIN 6" OF PROPERTY LINES - FENCES SET TO PROPERTY LINES - NOT RESPONSIBLE FOR PROPERTY LINE. A charge of 25% of cash contract price will be made in case of cancellation of this by owner, agent or agent of which he or she agrees to pay upon demand after refusing to allow the work to proceed as within agreed terms. THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN 15 DAYS.

**ACCEPTANCE OF PROPOSAL**

You are hereby authorized to furnish all material & labor required to complete the work mentioned in the above proposal for which I agree to pay the amount mentioned in said proposal & in accordance with the terms thereof. I agree to pay all costs of collection including attorney fees & interest for sums which may become due under this contract. Purchaser agrees to obtain any construction permits that may be required & to supply contractor with current plat of survey.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ 20

TERMS: Net \_\_\_\_\_ days A 5% interest will be added on to the monthly balance until balance is paid in full

Respectfully Submitted by [Signature]



# Property Viewer



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

---

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

---

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE  
LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 1035 E. FIFTH  
STREET IN THE VILLAGE OF COAL CITY**

---

TERRY HALLIDAY, President  
PAMELA M. NOFFSINGER, Village Clerk

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

---

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

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

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A FENCE WITHIN THE CORNER SIDE YARD OF 1035 E. FIFTH STREET IN THE VILLAGE OF COAL CITY**

**WHEREAS**, an application for variance from Section 156.171 of the Village of Coal City Zoning Code (“Zoning Code”) was filed by Leslie & John Kloski (“applicant”) on November 2, 2020 for the placement of fence within the required corner side yard setback; and

**WHEREAS**, Section 156.171(a)(2) states, “Fences shall be permitted in the rear or interior side yard...”; and

**WHEREAS**, a public hearing was noticed and duly held on December 7, 2020; and

**WHEREAS**, the Village of Coal City Planning and Zoning Board met on December 7, 2020, and considered passage of the variance request to the Board of Trustees; and

**WHEREAS**, Section 156.250 permits the Village Board to approve variations from the Zoning Code; and

**WHEREAS**, the Village Board of Trustees and the President of the Village of Coal City believe it is in the best interests of the Village to grant the requested variances.

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

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

**Section 2.** Findings of Fact. The Board of Trustees finds as follows concerning the Variance for 1035 E. Fifth Street:

1. **Special Circumstances Not Found Elsewhere.** The property is a corner lot located along a recognized truck route and a highly utilized railroad crossing.
2. **Not resulting from Applicant Action.** The construction of a detached structure within the corner side yard predates the adoption of the Village Code; this improvement attempts to allow access to the residential rear yard despite the location of the existing detached garage.
3. **Unnecessary Hardship.** Being unable to utilize such a large portion of the residential lot for recreational space would cause an unnecessary hardship since the erection of a fence according to the petition would not interfere with vehicular traffic at the adjacent intersection.

4. **Necessary for Use of the Property.** Being adjacent to Fifth Avenue, the utilization of an unobtrusive fence within the corner side yard shall allow safe enjoyment of the corner side yard while allowing passersby to maintain unimpeded site angles.
5. **Consistency with the Local Area and Comprehensive Plan.** Granting this variance is consistent with the principles provided in the Comprehensive Plan. The use shall stay residential and vision safety within the adjacent intersection shall be maintained.

**Section 3.** Public Hearing. A public hearing was advertised on November 11, 2020 in the Coal City Courant and held by the Planning and Zoning Board on December 7, 2020, at which time a majority of the Planning and Zoning Board members recommended passage of the Variance to the Board of Trustees.

**Section 4.** Variances. The variations requested in the November 2, 2020 Variance Application to the Zoning Code are granted as follows:

- A. A variance in conjunction with Section 156.171(a)(2) is hereby granted to allow a fence as described by the applicant, to be installed within the corner side yard on the easterly boundary of the property (a variance of 25 feet).

**Section 5.** Conditions. The variances granted herein are contingent and subject to the following conditions:

- A. The fence shall be constructed in a manner consistent with the presentation to the Planning & Zoning Board and the Board of Trustees.

**Section 6.** 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 7.** 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.

**AN ORDINANCE GRANTING A VARIANCE TO THE ZONING CODE FOR THE LOCATION OF A  
FENCE WITHIN THE CORNER SIDE YARD OF  
1035 E. FIFTH STREET IN THE VILLAGE OF COAL CITY**

---

**Section 8.** Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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



**MEMO**

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

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

**MEETING**

**DATE:** December 9, 2020

**RE: ADOPTION OF THE GRUNDY COUNTY MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN**

From time to time, Grundy County engages the services of the University of Illinois Extension Office in order to complete large reports required to be filed by FEMA to remain current on federal standards and qualified for FEMA assistance. The Grundy County Multi-Jurisdictional Hazard Mitigation Plan was last adopted in 2013. At that time, Coal City did not participate in its formation, but adopted the plan after its creation. Due to the initial report having been updated for 2020 there are a few omissions regarding portions that were not reviewed during the group exercises provided to update the plan.

The most important portion of this plan is Page 70, which possesses the hazard mitigation projects for the Village of Coal City that allow certain grants and programs to be accessed since these improvements appear with the Grundy County Multi-Jurisdictional Plan. This plan is the culmination of work that began in 2019 in order to ensure qualified projects were included within the plan and subjects that affect the Grundy County area were included.

This plan must be adopted by a majority of governmental entities. Due to the work of Grundy County EMA this update was provided at no cost to each of the Grundy County agencies. The adoption of this plan carries no commitments and does change any practices, it is the statement of the plan throughout Grundy County to abide by federal standards.

**Recommendation:**

Adopt Resolution No. \_\_\_\_: Adopting the Grundy County Multi-Jurisdictional Natural Hazards Mitigation Plan.

RESOLUTION NO. \_\_\_\_\_

**APPROVING THE ADOPTION OF THE GRUNDY COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN**

WHEREAS, the Grundy County Natural Hazards Mitigation Plan has been prepared by the University of Illinois Extension working with the Grundy County Multi-Jurisdictional Natural Hazards Mitigation Plan Steering Committee; and,

WHEREAS, the Grundy County Multi-Jurisdictional Natural Hazards Mitigation Plan has been prepared in accordance with Federal Emergency Management Agency (FEMA) requirements found in the Code of Federal Regulations, 44 CFR 201.6; and,

WHEREAS, the Village of Coal City, Illinois is a local unit of government that has afforded the citizens an opportunity to comment and provide input to the Plan and the actions in the Plan; and,

WHEREAS, the Village of Coal City has reviewed the plan and affirms to participate in the Workgroup that will review the plan every year and update the Plan no less than every five years;

NOW THEREFORE, BE IT RESOLVED by the Coal City Village Board that the Village of Coal City, Illinois adopts the Grundy County Multi-Jurisdictional Natural Hazard Mitigation Plan for this jurisdiction, and resolves to execute the actions in the plan.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2020, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2020.

**VILLAGE OF COAL CITY**

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

ATTESTED and filed in my office,  
this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Pamela Noffsinger, Clerk

Figure 54 Coal City

PT	H T	G	\$	Project Description	P	L	Time Fram e	C/B
P	F	1	LOCAL	Schedule regular catch basin clean out and maintenance	D	City Public Works	Each yr	L/M
P	F	1	LOCAL	Schedule regular ditch inspection, cleanout, & maintenance	D	City Public Works	Each yr	L/M
P	A	4	IEMA	Participate in an annual nuclear emergency drill at the CCEOC monitored by IEMA	D	City Emergency Managemet n	Each yr	L/H
P	A	4	LOCAL	Maintain membership in IPWMAN for PW mutual aid.	D	City Public Works	Each yr	L/M
COM	A	4	LOCAL	Utilize Multi-band radios for interoperability	B	Village Police Department	Each yr	M/M
C	TS S	2	LOCAL	Lightning Arrest System Installation	C	City Public Works	2020	M/H
P	F	1	LOCAL	Restored Lagoon Storm Water Storage	D	City Public Works	2020	L/M
PR	A	2	IEMA	Water Treatment Plant Backup Generator Installation	B	City Public Works	2023	H/M
PR	A	2	LOCAL	Hunter Lift Station Replacement	B	City Public Works	2025	H/M
C	F	1	STATE	Reed Road Storm Water Conveyance Improvements	B	GC/CC	2021	H/H
C	F	1	LOCAL	Second Avenue Storm Water Collection & Conveyance Improvement	B	City Public Works	2021	M/H
C	F	1	COUN TY	North Broadway Bridge Replacement	B	County and City Road Dept	2024	H/H
C	F	1	LOCAL	Valerio Road Culvert Replacement	B	City Public Works	2020	M/L
P	D	5	USDA	Long-term Potable Water Access Security	D	KRV	2022	H/H
C	F	1	CDBG	Valerio Road Bridge Replacement Project	B	City Public Works	2021	H/L
P	A	5	CMAP	Adopt new Comprehensive Plan to include mitigation planning	C	Village Board	2022	M/M

U.S. Department of Homeland  
Security  
FEMA Region V  
536 S. Clark St., Floor 6  
Chicago, IL 60605-1509



**FEMA**

November 16, 2020

Mr. Sam AL-Basha  
State Hazard Mitigation Officer  
Illinois Emergency Management Agency  
1035 Outer Park Drive  
Springfield, IL 62704

Dear Mr. AL-Basha:

Thank you for submitting the Grundy County 2020 Multi-Jurisdictional Natural Hazards Mitigation Plan for our review. The Plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Plan met the required criteria for a multi-jurisdiction hazard mitigation plan. Formal approval of this plan is contingent upon the adoption by the participating jurisdictions of this plan. Once FEMA Region V receives documentation of adoption from the participating jurisdictions, we will send a letter of official approval to your office.

We look forward to receiving the adoption documentation and completing the approval process for the Grundy County 2020 Multi-Jurisdictional Natural Hazards Mitigation Plan.

If there are any questions from either you or the communities, please contact Lorena Reyes, at (312) 408-5270 or email at [Lorena.reyes@fema.dhs.gov](mailto:Lorena.reyes@fema.dhs.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "J. McCarthy".

Julia McCarthy  
Chief, Risk Analysis Branch  
Mitigation Division

---

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

---

RESOLUTION NUMBER 20-35

---

**A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION  
MINUTES, AUTHORIZING THE RELEASE AND CONTINUED RETENTION,  
RESPECTIVELY, OF CERTAIN EXECUTIVE SESSION MINUTES AND  
AUTHORIZING THE DESTRUCTION OF VERBATIM RECORDINGS OF CERTAIN  
VILLAGE BOARD EXECUTIVE SESSIONS**

---

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

**RESOLUTION NO. 20-35**

**A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION MINUTES, AUTHORIZING THE RELEASE AND CONTINUED RETENTION, RESPECTIVELY, OF CERTAIN EXECUTIVE SESSION MINUTES AND AUTHORIZING THE DESTRUCTION OF VERBATIM RECORDINGS OF CERTAIN VILLAGE BOARD EXECUTIVE SESSIONS**

**WHEREAS**, the Village of Coal City (“Village”) is a non-home rule municipality;

**WHEREAS**, the Corporate Authorities of the Village have met from time to time in executive session for purposes authorized by, and in conformity with, the Illinois Open Meetings Act, 5 ILCS 120/1.01, *et seq.*;

**WHEREAS**, the Village Clerk has kept written minutes and verbatim audio recordings of all such executive sessions in accordance with the Open Meetings Act;

**WHEREAS**, the Corporate Authorities have recently met in closed session for its semi-annual review and approval of executive session minutes as to content and by this enactment hereby approve the content of such minutes;

**WHEREAS**, pursuant to 5 ILCS 120/2.06, the Corporate Authorities have met in closed session to review previously-unreleased executive session minutes and determine whether a need for confidentiality still exists with respect to such minutes; and

**WHEREAS**, the Corporate Authorities have found and determined that the minutes of the closed session meetings listed in **Exhibit A**, attached hereto, made a part hereof and fully integrated herein, no longer require confidential treatment because such confidentiality is no longer necessary to protect the public interest or the privacy of any individuals, and should therefore be released to the public; and

**WHEREAS**, the Corporate Authorities have found and determined that a need for confidentiality still exists in order to protect the public interest or the privacy of individuals with respect to the executive session minutes from all other closed session meetings that are not listed in **Exhibit A** as being approved for release, and such other executive session minutes shall remain confidential, subject to further review and determination as to their appropriateness for release at a future date; and

**WHEREAS**, as to the verbatim audio recordings of the closed session portion of the meetings set forth in Section 4 of this Resolution, at least eighteen (18) months have passed since the completion of those executive session minutes, the minutes of such closed sessions have been approved as to content, and the Village Board hereby finds and determines that destruction of the verbatim audio recordings of the identified closed sessions set forth in Section 4 is advisable and in accordance with the requirements of the Open Meetings Act and hereby approve and direct such destruction in accordance with Section 2.06(c) of the Act.

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

**SECTION 1. RECITALS.**

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

**SECTION 2. APPROVAL AS TO CONTENT.**

The written minutes of all Village Board executive session meetings taking place on or prior to May 13, 2020 are hereby approved as to content.

**SECTION 3. DETERMINATION OF CONFIDENTIALITY AND DIRECTION TO RELEASE AND WITHHOLD, RESPECTIVELY, EXECUTIVE SESSION MINUTES.**

A. The Village Clerk is hereby authorized and directed to make the minutes from those executive session meetings set forth in **Exhibit A** available for public inspection and copying in accordance with the standing procedures of the Clerk's Office and the governing regulations of the Illinois Open Meetings Act.

B. The Village Clerk is hereby authorized and directed to maintain the minutes from all other executive session meetings for which release has not yet been approved in a confidential matter in order to protect the public interest and the privacy of individuals.

**SECTION 4. DESTRUCTION OF CERTAIN VERBATIM AUDIO RECORDINGS.**

The Village Clerk is hereby authorized and directed to destroy forthwith all verbatim audio recordings of closed session meetings of the Village Board which took place on or prior to May 22, 2019.

**SECTION 5. RESOLUTION OF CONFLICTS.**

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

**SECTION 6. SAVING CLAUSE.**

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

**SECTION 7. EFFECTIVE DATE.**

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.



SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020, at Coal City,

Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**VILLAGE OF COAL CITY**

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

Attest:

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

**EXHIBIT A**

**Executive Session Minutes Approved for Release**

February 13, 2019  
May 8, 2019  
May 22, 2019  
August 8, 2018  
September 11, 2019  
February 26, 2020  
May 13, 2020

**MEMO**

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

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

**MEETING**

**DATE:** December 7, 2020

**RE: FINAL PAYMENTS FOR 2020 NON-MFT STREET WORK  
IMPROVEMENTS**

This year's Street Maintenance Program was budgeted from non-MFT sources so the Village could extend the unit pricing provided by D Construction within the S. Broadway Reconstruction Contract. A portion of the total work was completed within the TIF District and are to be paid with those funds. The remainder will be taken from the Capital Fund from Road and Street Funds.

This majority of this contract was previously paid by the Village; the remainder was being held until all of the work was completed.

**Recommendation:**

Approve the Final Payment to D Construction for the 2020 Street Improvement Plan of \$17,515.95 with \$3,072.60 to come from Fund #20.

November 19, 2020

Mayor Terry Halliday  
Village of Coal City  
515 South Broadway  
Coal City, IL 60416

SUBJECT: Village of Coal City  
2020 Street Maintenance  
Pay Request #2 & Final

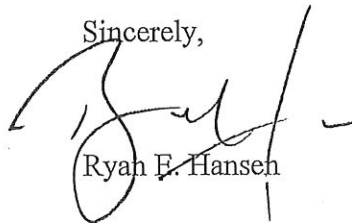
Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village Standards and contract requirements.

Original Contract Amount:	\$	227,100.54
Completed Amount:	\$	156,646.37
Previous Payments:	\$	142,203.02
0% Retention	\$	-
	\$	<u>14,443.35</u>

Chamlin & Associates at this time recommends a payment in the amount of \$14,443.35 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

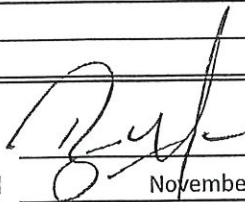
Project # 66336.00

**ENGINEER'S PAYMENT ESTIMATE**

Estimate No. 2 & Final Date November 19, 2020  
 Payable to: D Construction, Inc.  
1488 South Broadway  
Coal City, IL 60416

Client Village of Coal City  
515 South Broadway, Coal City, IL 60416  
 Project Village of Coal City  
2020 Street Maintenance

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
1	HMA Patching	s.y.	653.33	\$ 23,519.88	549.69	36.00	\$ 19,788.84
2	HMA Surf Removal 1 1/2" (Cold Mill)	s.y.	10693.3	\$ 37,426.66	10,699.79	3.50	\$ 37,449.27
3	Bituminous Materials (Prime Coat)	lb.	11900.1	\$ 119.00	12,587.72	0.01	\$ 125.88
4	Leveling Binder (Machine Method), N50	ton	887	\$ 52,333.00	475.49	59.00	\$ 28,053.91
5	HMA Surface Course, Mix "D", N50	ton	1694	\$ 106,722.00	1,082.66	63.00	\$ 68,207.58
6	Aggregate Shoulders	s.y.	216	\$ 6,480.00	84.03	30.00	\$ 2,520.90
7	Manholes to be Adjusted	each	1	\$ 500.00	1.00	500.00	\$ 500.00
<b>TOTAL</b>				\$ 227,100.54			\$ 156,646.37

By   
 Dated November 19, 2020



Morris, Ottawa, Peru  
Illinois

Total Value of Completed Work	\$	156,646.37
Deduct <u>0%</u> To Be Retained	\$	-
Balance on Completed Work	\$	156,646.37
Prev. Pay. Made to Contractor	\$	142,203.02
<b>Net Amt. Due - This Estimate</b>	\$	<b>14,443.35</b>

November 19, 2020

Mayor Terry Halliday  
Village of Coal City  
515 South Broadway  
Coal City, IL 60416

SUBJECT: Village of Coal City  
2020 Street Maintenance  
**TIF PORTION**  
Pay Request #2 & Final

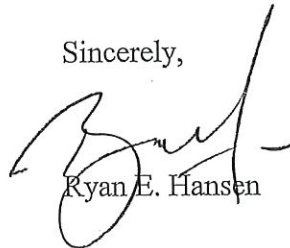
Dear Mayor Terry Halliday:

Chamlin & Associates has reviewed and inspected the work by D Construction, Inc. All work performed has been completed in general compliance with Village Standards and contract requirements.

Original Contract Amount:	\$	227,100.54
Completed Amount:	\$	61,451.94
Previous Payments:	\$	58,379.34
0% Retention	\$	-
	\$	<u>3,072.60</u>

Chamlin & Associates at this time recommends a payment in the amount of \$3,072.60 be made to D Construction, Inc.

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp

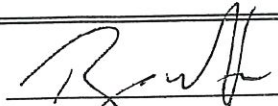
Project # 66336.00

# ENGINEER'S PAYMENT ESTIMATE

Estimate No. 2 & Final Date November 19, 2020  
 Payable to: D Construction, Inc.  
1488 South Broadway  
Coal City, IL 60416

Client Village of Coal City  
515 South Broadway, Coal City, IL 60416  
 Project Village of Coal City  
2020 Street Maintenance  
TIF PORTION

NO.	ITEMS	UNIT	AWARD		COMPLETED		
			QTY.	AMOUNT	QTY.	UNIT PRICE	TOTAL
1	HMA Patching	s.y.	653.33	\$ 23,519.88	157.72	36.00	\$ 5,677.92
2	HMA Surf Removal 1 1/2" (Cold Mill)	s.y.	10693.3	\$ 37,426.66	4,666.50	3.50	\$ 16,332.75
3	Bituminous Materials (Prime Coat)	lb.	11900.1	\$ 119.00	1,965.20	0.01	\$ 19.65
4	Leveling Binder (Machine Method), N50	ton	887	\$ 52,333.00	0.00	59.00	\$ -
5	HMA Surface Course, Mix "D", N50	ton	1694	\$ 106,722.00	625.74	63.00	\$ 39,421.62
6	Aggregate Shoulders	s.y.	216	\$ 6,480.00	0.00	30.00	\$ -
7	Manholes to be Adjusted	each	1	\$ 500.00	0.00	500.00	\$ -
<b>TOTAL</b>				\$ 227,100.54			\$ 61,451.94

By   
 Dated November 19, 2020



Morris, Ottawa, Peru  
Illinois

Total Value of Completed Work	\$	61,451.94
Deduct <u>0%</u> To Be Retained	\$	-
Balance on Completed Work	\$	61,451.94
Prev. Pay. Made to Contractor	\$	58,379.34
Net Amt. Due - This Estimate	\$	<u>3,072.60</u>

**MEMO**

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

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

**MEETING**

**DATE:** December 7, 2020

**RE: FINAL PAYMENT TO CHAMLIN & ASSOCIATES FOR ADA  
BATHROOM WORK AT LIONS/HOPE HELPS PARK**

Chamlin & Associates was hired in order to contract build ADA restroom facilities to comply within the DCEO requirements to replace the structure, which was demolished prior to the end of 2019. This project has been completed and Ryan Hansen had been waiting to ensure no issues were identified regarding its completion.

The majority of reimbursement funds from the State of Illinois have already been received. Paperwork was filed within the past three weeks to claim the remaining \$11,365. Attached is the request for final payment. Although Narvick, the general contractor under contract to Chamlin exceeded the \$150,000 construction estimate, there pay is limited at the committed contract cap. Upon completion, additional sidewalk work was requested in order to complete the project all at once – this addition was \$3,750. Final payment for this project is \$50,663.60. Final costs for this project has the restroom facilities replaced for \$153,750 with the State of Illinois reimbursing 63% of the total project. Only 12% of the State's reimbursement remains outstanding.

**Recommendation:**

Approve the Final Payment for the ADA Washroom Improvements at the Lions Park/ Hope Helps Bathroom Project for \$50,663.60.



December 2, 2020

Mayor Terry Halliday  
Village of Coal City  
515 South Broadway  
Coal City, IL 60416

SUBJECT: Village of Coal City  
Lions Park Restrooms  
Pay Request #3 & Final

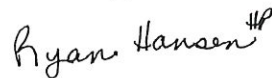
Dear Mayor Terry Halliday:

Chamlin & Associates, through it's sub-contracting, has completed the items as shown on the attached schedule of values. All work has been completed per contract documents and work has received necessary Village of Coal City inspections.

Original Contract Amount:	\$	153,584.00
Completed Amount:	\$	153,750.00
Previous Payments:	\$	103,086.40
0% Retention	\$	-
	\$	<u>50,663.60</u>

Chamlin & Associates, Inc. at this time requests a payment in the amount of \$50,663.60 .

Sincerely,



Ryan E. Hansen

Enclosure

REH/hp



**Pro-Act**  
**Intergovernmental**  
**Agreement**

(Board review of updated Liability Language.)

**INTERGOVERNMENTAL AGREEMENT  
FOR THE GRUNDY COUNTY LAW ENFORCEMENT  
PRO-ACTIVE UNIT**

This Agreement is made by the undersigned units of local government and the County of Grundy.

**SECTION 1: PURPOSE**

In order to combat the multi-jurisdictional trafficking of illegal narcotics, controlled substances, dangerous drugs, guns, illegal street gang activity, and other crimes, the undersigned units of local government hereby agree to pool and integrate law enforcement resources into the Grundy County Law Enforcement "Pro-Active Unit" (here after referred to as "Pro-Act"). The purpose is to coordinate the enforcement of drug, gun and gang related laws without regard to jurisdictional boundaries with-in Grundy Co. and to cooperate with Local, State and Federal enforcement groups, with a particular emphasis in cooperation and joint parenting of operations with the Metro-Area-Narcotics-Squad, (MANS). This Agreement is entered into for the purpose of complying with the statutory authorities identified in Section 2. It is not intended to create any rights in, or obligations to, any third parties.

**SECTION 2: PARTIES**

The Parties to this Agreement are the *Grundy County Sheriff's Office, Morris Police Department, Minooka Police Department, Coal City Police Department, Seneca Police Department*, and the *Grundy County State's Attorney's Office*.

**SECTION 3: AUTHORITY**

This Agreement is entered into by the participating units of local government pursuant to the provisions of Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1.

**SECTION 4: COMPLIANCE WITH STATE LAW**

The participating units of local government shall comply with the provisions of the Intergovernmental Cooperation Act and the rules and regulations in forming and operating the "Pro-Act Unit".

**SECTION 5: OPERATIONAL PROCEDURES**

The Parties agree that the following operational procedures shall prevail throughout the duration of this Agreement. Policies and Procedures will be established and approved by a majority vote of the Board of Directors. This pertains to, but is not limited to reporting procedures, approved forms and operational procedures. In the event the Board of Directors do not establish a Policy or Procedure for a particular issue/incident, the home or parent agency governing policy will be used as long as no direct conflict exists (See attached policy/procedure amendment). All applicable policies will be adhered to.

## **SECTION 6: OTHER OPERATIONAL CONSIDERATIONS**

- A.** Report Writing: Pro-Act report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Pro-Act unit.
- B.** It is understood that all informants developed by the Pro-Act unit, belong to the Pro-Act unit and are not the sole providence of one officer. Metro Area Narcotics Squad (MANS) will serve as a guide/lead agency as to vetting C/S's and de-confliction.
- C.** All Pro-Act operations will be deconflicted through the deconfliction system/process and utilize MANS as a lead agency whenever possible.

## **SECTION 7: CONTRIBUTIONS OF PARTICIPATING AGENCIES**

- A.** The participating units of local government shall make contributions in the form of personnel, equipment or funds as determined by the Board of Directors. The State's Attorney's Office is not required to contribute any specific number of personnel, equipment or funds to the Pro-Act unit.
- B.** The personnel contributed by participating units of local government shall continue to be employees of those units and shall be compensated in accordance with their unit's regular procedures.
- C.** The participating agencies shall make every effort to select officers for the Pro-Act unit that are experienced and proactive in officer initiated enforcement.

## **SECTION 8: LIABILITIES/INSURANCE**

- A.** The home/parent agency will provide liability insurance coverage to the extent permitted by law to any of their respective officers assigned the Pro-Act unit, who is the driver of a motor vehicle owned, leased or controlled by any member of the Pro-Act unit. Each county or local agency must provide the minimum liability insurance coverage required by law on vehicles titled to them or that are titled with the Pro-Act unit. Each vehicle utilized in Pro-Act operations must be insured by the agency/owner.
- B.** Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (Illinois Compiled Statutes, 820 ILCS 305/1 et. seq.) for personal injuries occurring to its officers while engaged in Pro-Act activities;
- C.** Each agency shall provide, to the extent permitted by law, representation and indemnification to their Pro-Act officer appointed as a unit member, in the event that any civil proceeding is commenced against the Pro-Act officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of Pro-Act unit activities, provided that such actions were not the result of the Pro-Act officer's intentional, willful, or wanton misconduct;

D. All of the parties to this document represent that this Intergovernmental agreement is entered into for the mutual best interests of all of the parties and their respective communities. Each party to this agreement understands that the policing activities of this entity can involve acts and decisions that may result in damage to property or persons and then give rise to legal claims resulting therefrom. With this acknowledgment, each and every party to this agreement releases any claim of any kind that arises in connection with the operations of the unit herewith created against any other party, their employees, agents, affiliates, and assigns of any kind in any amount.

E. It is the intent of the participating agencies to join together and combine efforts, personnel and resources so that agencies may more fully safeguard the lives, persons and property of their citizens. It is not intended that this Intergovernmental Agency, "Pro-Act Unit, created under the Intergovernmental Cooperation Act, become a separate legal entity.

### **SECTION 9: BOARD OF DIRECTORS**

A. Membership in the Pro-Act Unit Board of Directors shall consist of the head of each law enforcement agency that are contributing personnel and/or monetarily to the Pro-Act Unit. Failure to comply with this provision will result in loss of voting privileges as set forth in Section 9/F. The Policy Board shall elect a chairman annually;

B. The Policy Board will meet on a regular basis, as determined by the Board of Directors, to provide guidance for Pro-Act operations. Said meetings shall be held at least semiannually;

C. The Pro-Act Commander shall provide the Board of Directors with monthly report synopsis of Pro-Act activities, unless otherwise designated;

D. The Board of Directors may disband the operation of the Pro-Act Unit at any time by a majority vote of the Board, whereupon this agreement shall be terminated.

E. New Parties will be considered, and approval will be contingent upon a simple majority vote at a regularly scheduled board of directors meeting. The results of such vote will be recorded in the official meeting notes. The Chief Executive of the new Party will be required to sign the Agreement and any and all Amendments;

I. Any officer assigned to the Pro-Act Unit who is not fulfilling the duties and requirements of the Unit may be removed upon a recommendation of the Pro-Act Unit Commander and a 2/3 vote of the Board.

2. Each new officer selected for the Pro-Act Unit shall be approved by the Board of Directors by a simple majority vote.

F. The Board, by a 2/3 vote of the Board, may remove a participating agency from the Pro-Act Unit upon a finding by the Board of non-compliance with the provisions of the Intergovernmental Agreement;

**G.** Any Party may withdraw from this Agreement thirty days after providing written notice of withdrawal to all members of the Board of Directors. Withdrawal of any agency will not affect the Agreement with respect to the remaining agencies. Any member agency so withdrawing agrees to cooperate fully in concluding any pending investigation wherein their participation is necessary for a proper resolution.

#### **SECTION 12: FISCAL YEAR**

The Fiscal Year of the Pro-Act Unit shall be from December 1 to November 30 of the following year. An annual financial audit of all Pro-Act Unit accounts shall be conducted by an independent agency selected by the Board of Directors.

#### **SECTION 13: AMENDMENT**

This Agreement may be amended at any time by written agreement of all Parties. The circumstances related to that change, must be reflected in the meeting minutes of the unit. Amendments that involve liability and indemnification of Pro-Act officers must be approved by the Board of Directors.

#### **SECTION 14: COMPLIANCE WITH LAW**

All Parties shall comply with all applicable federal, state, and local laws and regulations.

#### **SECTION 15: SEVERABILITY**

If any provision of this agreement is held invalid by a court of competent jurisdiction, then that provision shall be stricken and shall not affect the enforceability of any other provision of this Agreement.

#### **SECTION 16: TERMINATION OF PRIOR AGREEMENTS**

Upon its effective date, this Agreement shall replace all prior agreements of the Parties.

#### **SECTION 17: LOCAL GOVERNMENT APPROVAL**

This Agreement and any amendment thereto shall be approved by the appropriate governing bodies of the participating units of local government and shall be executed by an authorized signature of the Parties.

**PARTIES TO THE GRUNDY COUNTY LAW ENFORCEMENT "PRO-ACTIVE UNIT"**  
**INTER-GOVERNMENTAL AGREEMENT:**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Agency: \_\_\_\_\_ Agency: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Signature \_\_\_\_\_

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Agency: \_\_\_\_\_ Agency: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Signature \_\_\_\_\_

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Agency: \_\_\_\_\_ Agency: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Signature \_\_\_\_\_

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



## MEMO

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

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

**MEETING**

**DATE:** December 9, 2020

**RE: ANNUAL LIABILITY/WORKERS COMP INSURANCE RENEWAL**

The Village purchase liability and workers compensation insurance on an annual basis in order to have coverage should any property damage occur or any lawsuits be encountered from completing the regular operations of providing municipal services. The Village has been participating along with a group of other similar municipalities in the cooperative purchase of these services in order to gain lower premiums because many of the smaller claims are retained within a managed loss fund.

This has provided discounted insurance in the past. Although this year's renewal is expected to increase drastically, the management of these services by a professional firm still provides better renewal rates, although they will represent an increase this year. The final loss fund contribution increase is expected to be 12%. Contributing to this fund is something that can be returned to the Village as has happened in the past should the performance of the group be better than expected over the next year.

Enclosed is a memo from the Gallagher insurance team explaining some of the forces that are causing the cost of this coverage to increase. The final workers compensation renewal was provided and nearly doubled from \$75,257 upwards to \$146,389. This is due to two outstanding claims with very high reserves related to ongoing claims awaiting their final disposition. Because of the benefits provided to employees in the State of Illinois, workers compensation coverage is only provided by one carrier – the Illinois Public Risk Fund (IPRF). It is possible to pay for a private carrier, but rates have been explored in the past and often represent nearly double what IPRF is charging.

Upon receiving the final liability coverage rates, an updated memo will be provided with the final renewal costs.

**Recommendation:**

Authorize the Village Administrator to Sign onto Liability Insurance and Workers Compensation Coverage for 2021.



# Gallagher

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## IMIC Membership,

As we outlined in our pre-renewal discussion, the global insurance marketplace continues to harden, especially in the public entity space. While members of IMIC are not immune to the market conditions, they are able to approach the volatility differently. IMIC is a risk management cooperative designed to allow its members to fund for the first portion of every claim without taking on more risk. In doing so, the members are able to retain the profit (surplus) that would have been carrier profit in a traditional insurance program.

### State of the Insurance Marketplace:

A number of factors are impacting the insurance marketplace. First, there has been a substantial increase in the number of large weather-related loss events. Second, interest rates are at historical lows. Third, the industry is dealing with a rapidly increasing loss trend in liability lines. Each of these factors has helped drive up prices and reduce coverage availability. This hardening market is an underwriting-driven marketplace with the need for underwriters to make a profit from underwriting versus relying on investment income.

Property carriers are continuing to pay for catastrophic claims such as fires, floods, and tornadoes. In the Midwest, insurance carriers are running convective storm analytic reports for severe storms, floods, wind, and hail exposures. Loss trends have continued to outpace pricing models and, as a result, we have seen underwriters accelerate pricing increases, especially over the last year. The average rate increase for a clean account is 22-25%. Accounts with losses or in specific geographic locations have seen rate increases ranging 40-50%.

The casualty marketplace is seeing the effects of social inflation, which is increased costs from rising litigation resulting in larger jury verdicts. For our municipalities that means carriers are seeing more suits involving excessive force under law enforcement and civil unrest; large auto liability claims; large public officials' claims involving alleged sexual harassment; and employment practice claims. Concerned with the litigation environment being favorable to plaintiffs, carriers are pushing rate increases, limit reductions, and coverage exclusions. Carriers are very concerned for large cities due in part to the protesting and the ensuing riots/ looting. London for example, does not see the US as stable in regards to law enforcement. There is an alarming number of excessive force issues, discrimination, and other claims on a staggering rise. This is not the case in other countries. Carriers no longer feel there is a pricing matrix that matches the risk. This results in less willingness to provide capacity and higher costs for the



capacity they are willing to provide. In addition, COVID-19 has added uncertainty as the liability is still yet to play out. Insurance carriers are beginning to introduce or enhance their communicable disease exclusions in response to COVID-19.

Cyber Liability has been one of the most impacted lines of coverage since the pandemic. The sudden onset of COVID-19 resulted in the majority of the global workforce moving to remote locations, creating an environment that is inherently less secure for organizations. Increases in the frequency and severity of ransomware claims, which manifested in 2019 and into 2020, continues to drive the hardening of the cyber market. Claims in this space are up over 100% since the start of the pandemic.

Below is a summary of our efforts for the 2021 renewal:

#### Property and Casualty Renewal:

In regards to the package renewal, we approached seven carriers including the incumbent carrier. BRIT, who in the past has provided \$10M of coverage, is only able to offer \$2M of coverage. Our strategy from here shifted to a layered liability share to sit above the provided \$2M of coverage. This is an extremely complex process, however necessary in this market to obtain the most cost effective option for the group.

As we were near finishing all negotiations and filling coverage, we suddenly had a member decide to leave the group, causing us to go back and renegotiate terms and pricing to consider the removal of the departed member. This was advantageous to the group, as the removal improved our loss ratio due to severe losses sustained by the departing member. The departure of this member saved the group nearly \$100,000.

It was determined that Brit is able to offer the most favorable renewal terms for the primary layer (\$2M) and loss fund, with a fixed cost increase of \$122,378 or 12% overall. Please keep in mind this number is for \$2M in coverage and includes the departure of a member. There will be additional premiums collected for the excess liability. We were able to secure a \$100,000 SIR for the group, which is the same level it currently is. The loss fund was increased \$355,000 or 22%. The loss fund is the membership's variable cost which is utilized to pay claims within the pool's self-insured retention. The amount in the loss fund is the membership's money and any leftover is membership surplus and is no longer carrier profit.

Excess liability for public entity has been extremely volatile for a number of reasons including law enforcement, rioting and civil unrest. In addition, insurance carriers are reducing limits and being very selective on new business. This is the final step in the process that we're currently waiting for.



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IMIC's property renewal with the incumbent property carrier, Travelers, was more favorable than the standard property renewal increases within the current market place. They provided a rate increase of 13%. IMIC's total insured values increased 3%. The renewal is up \$49,472. To ensure this was the most competitive rate available to IMIC, we approached five additional larger property carriers. They declined, as they could not beat IMIC's current rate.

The renewal is in line and competitive with other municipalities and public entities who are similar in exposure. We have seen similarly sized municipalities within Northern Illinois with overall premium increases ranging from 25% to 75%, in most cases with reduced limits or changes in coverage. It is important to note these increases are fixed costs only as they are not part of a cooperative such as IMIC. The variable cost increase is IMIC's money. Whatever is left over in the loss fund each year is IMIC's surplus.

Our team understands the urgency to receive renewal numbers, and this timeline is certainly not ideal or typical of our normal timeline. However, the patience has paid off and allowed all options to be explored resulting in a much more effective solution than what was originally offered.

We are expecting to have the final excess liability quote by tomorrow morning. This would allow individual proposals to be sent Monday/Tuesday. If any members are in dire need of a budget number by end of day tomorrow due to board meeting schedules, please let me know. Otherwise, you'll have your proposal Monday/Tuesday.

Thank you everyone for your understanding and patience in this difficult process.

Rich Stokluska, Ethan Salsinger, J.T. Babish, Lisa Miller

# Fall Insurance Market Update

SEPTEMBER 2020



**Gallagher**

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## Compounding Factors Drive Current Hard Market

As we entered 2020, a number of factors were impacting the insurance marketplace. First, there was a substantial increase in the number of large weather-related loss events. Second, interest rates were at historical lows, and third, the industry was dealing with a rapidly increasing loss trend in liability lines. Each of these factors helped drive up prices and reduced coverage availability. Unfortunately, all of these conditions still exist today. And after eight months of increases in weather-related losses and interest rates that are likely to remain near zero for the foreseeable future, the reinsurance marketplace has hardened as well. Add to all these factors a global pandemic and the related economic fallout, and the market is experiencing a high sense of uncertainty. This uncertainty is contributing to the feeling that this is a time — not unlike in the wake of 9/11 — where the market has entered into a new phase of recalibration. Many would call this recalibration a hard market in the U.S.

As we have noted in previous updates, this hard market is an underwriting-driven marketplace. In a traditional hard market, capital (and consequently capacity) is reduced, thereby limiting the availability of insurance. This marketplace is driven by the need for underwriters to make a profit underwriting versus relying on investment income. Carriers remain intensely focused on underwriting discipline, ensuring they secure the right terms and pricing on certain lines of coverage that have historically not performed from an underwriting standpoint.

The pace of the United States' economic recovery and the outcome of the active hurricane season could alter some of the underlying fundamentals of the current marketplace. However, in all likelihood, the conditions that exist today are not changing anytime soon, and it will take carriers several quarters of re-underwriting their books of business to overcome the challenges associated with the current marketplace. Accordingly, all market indications point to a continuation of premium increases for the balance of the year and throughout 2021.

In the past, we have provided a rate guidance table with a range of outcomes clients could expect at their renewal. Unfortunately, due to the variability that we are seeing in the market, a rate guidance is not applicable toward setting reasonable expectations for most clients at this time. We have provided CIAB's 2nd quarter 2020 average rate increases by line of coverage in exhibit 1 on the right hand side of the page. Please note, these are averages and the variances we are seeing from the mean remain extreme. As we have outlined in previous market updates, a client's risk profile is the primary variable dictating renewal outcomes. Loss experience, industry, location and individual account nuances will also have a significant impact on these renewals.

Utilizing Gallagher Drive™, our proprietary data and analytics platform, our brokerage team can provide specific rate guidance for your line of coverage, industry and geography. Combined with deep expertise in your particular industry and business, Gallagher can help you navigate today's highly nuanced market.

Q2 2020 Average Rate Changes by Line per CIAB\*

### COMMERCIAL AUTO



### WORKERS' COMPENSATION



### COMMERCIAL PROPERTY



### GENERAL LIABILITY



### UMBRELLA



### AVERAGE - ALL LINES



\*Source: <https://www.ciab.com/download/25956/>

## Workers' Compensation

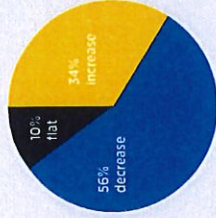
Overall workers' compensation costs increased slightly in the second quarter. We predicted that reduced exposures, negative rates and lower-than-expected claim frequency would lead to reduced premiums for insureds, and a better-than-expected combined ratio for carriers.

- Although second-quarter workers' compensation premium costs were still slightly negative, two of the 10 largest workers' compensation carriers in the country recorded a positive rate change in July.
- **July was the first positive rate change in any one single month since 2014.**
- Reserve development trends are the driving force behind major changes in the workers' compensation marketplace, and they have remained favorable. As a result, we do not expect the workers' compensation marketplace to start behaving like the property or excess markets anytime soon.
- As we have noted in [previous updates](#), carriers' reserves have mostly been released, so we believe we are at the beginning of a turning point in the workers' compensation marketplace. However, this turn will be more gradual — moving from its current state of slightly negative to slightly positive in the coming quarters.
- Gallagher data indicates lower first-quarter workers' compensation rates, which is also noted in other public sources of information, including CIAB (+0.7%).
- Certain industries tied to the COVID-19 crisis, such as Construction, Healthcare, Food and Agriculture, etc., face an increased risk of exposure.
- There are many scenarios and prognostications about COVID-19, and the possibility that presumption of compensability may be extended to all employees could impact the workers' compensation industry.
- More than 20 states have now proposed or enacted COVID-19-related workers' compensation bills.

Worker Category	Jurisdiction	Legislative Status
<b>FIRST RESPONDERS AND HEALTHCARE WORKERS</b>	Alaska, Utah, Wisconsin	Enacted
	California, Massachusetts, Michigan, New York, North Carolina, Ohio, Pennsylvania, South Carolina	Proposed
	Illinois, Minnesota	Enacted
	New Jersey	Passed both houses
	California, Colorado, Louisiana, Massachusetts, Michigan, New York, North Carolina, Ohio, Pennsylvania, Rhode Island	Proposed
<b>ALL EMPLOYEES</b>	Vermont, Wyoming	Enacted
	California, Kansas	Proposed

\*Source: National Council on Compensation Insurance

Q2 2020 Workers' Compensation Rate Changes  
Gallagher — U.S. Clients



**56%**  
of clients experienced  
a rate decrease in Q2.

## Property

The pace of change in the property marketplace continues to accelerate beyond most other lines of coverage.

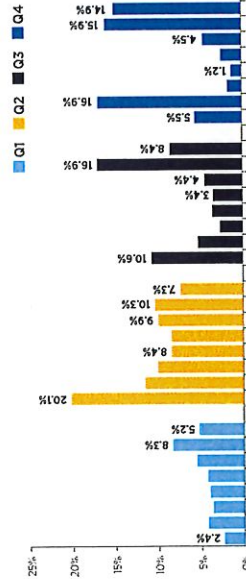
AIG CEO Brian Duperreault summed up the state of today's property market during its second quarter earnings call with analysis: "With respect to rate, the current environment is as strong as I've seen in more than 20 years [rate environment is increasing], and the increases over the last several quarters are accelerating due to COVID-19. These rate increases are global, broad-based across multiple lines of business, and the changes we are starting to drive in terms and conditions, particularly in commercial property, are remarkable."

- **Eighty nine percent of Gallagher clients had a rate increase in the second quarter**, which is the highest number recorded since the early 2000s.
- Large national property clients — especially those with a total insurable value of greater than \$150 million — saw average rate increases at 22%.
- The only monoline property carrier in the marketplace has been under duress, which has created challenges for the large national account space.
- The change in coverage terms and conditions in the property marketplace have been significant. Increasing deductibles, shrinking sublimits — especially CAT (catastrophic exposed geographies) — and carriers' conservative limit deployment have led to less favorable terms and conditions for clients.
- The rise in non-catastrophic (connective) storm losses continues to impact the industry.

Hurricanes and typhoons are not the only weather-related events wreaking havoc on the market. In early August, the upper Midwest was impacted by a derecho weather event, which brought straight-line wind speeds in excess of 100 mph to portions of Illinois, Iowa, Minnesota and Wisconsin. There were numerous reports of widespread damage, especially across Iowa.

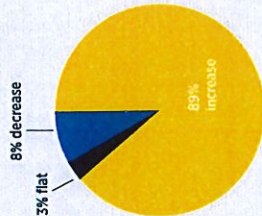
It's already been a very active Atlantic hurricane season, and we are on pace to set a record for named storms. The largest event as of late August was Hurricane Laura, which struck the Louisiana coast as a Category 4 hurricane. Earlier in August, Hurricane Isaias made landfall along the North Carolina coast as a Category 1 hurricane. Karen Clark & Company, a catastrophe modeling agency, estimates that the damage caused by Hurricane Isaias will be close to \$4 billion.

In September, we had Tropical Storm Sally and the ongoing wildfires in California, Washington and Oregon. All in, the U.S. is looking at historically large losses from a very active Q3 CAT season.



Losses are net of reinsurance but include loss adjustment expenses. Source: ISO CFS Insurance Information Institute. Calculated from: <http://www.iso-iii.org/research/industry-updates/industry-losses-and-claims-by-iso>

Q2 2020 Property Rate Changes  
Gallagher — U.S. Clients



**89%**  
of clients experienced  
a rate increase in Q2.

### CAT CLAIMS BY SEASON

CAT claims as a percentage of total claims

Historically, the second and third quarters are the largest from a CAT storm perspective. Catastrophic storm activity for the remainder of this year is still an unknown.

## Primary General Liability

General liability costs continued to rise in the second quarter, as the overall legal landscape continues to shift in the U.S.

- The frequency of large judgments, increases in litigation financing and an empowered plaintiff bar continue to challenge our industry.
- The median average verdict for the top 50 cases in the U.S. has doubled in the past four years.\*
- Clients with tougher product exposures — those operating in Healthcare or other sectors where they are susceptible to higher frequency of lawsuits — can expect larger rate increases.
- One area worth watching in the coming months is whether there is a liability exposure for companies failing to adequately follow and communicate public health guidelines. For example, a company not providing appropriate personal protective equipment (PPE).
- Insurance carriers are beginning to introduce or enhance their communicable disease exclusions in response to COVID-19.

Even though loss costs have been rising, plenty of capacity remains. **We expect a firming rate environment to continue, with rate increases in the mid- to high-single-digit range for desirable risks.**

Q2 2020 Primary General Liability Rate Changes Gallagher — U.S. Clients



**65%** of clients experienced a rate increase in Q2.

Q2 2020 Auto Liability Rate Changes Gallagher — U.S. Clients



**78%** of clients experienced a rate increase in Q2.

Q2 2020 Umbrella/Excess Liability Rate Changes Gallagher — U.S. Clients



**76%** of clients experienced a rate increase in Q2.

## Umbrella/Excess Liability

Umbrella and excess liability placements have been greatly impacted by several underlying inflationary factors. The rising inflation associated with commercial auto coupled with an increase in medical costs, wage growth, cost of goods and services, and social inflation are the primary forces driving the drastic changes we are seeing in the Umbrella/Excess marketplace.

- **Second-quarter rates continued to climb to their highest levels in recent years — more than 15% on most every renewal — with significantly higher increases on the vast majority of larger clients, especially clients with heavy auto fleet exposures or clients who operate in higher hazard industries.**
- Social inflation goes to the sensibility of juries and how that translates into the expected value of claim outcomes. Social inflation is generally defined as an increase in insurance costs due to rising litigation, larger jury verdicts and overarching anti-corporate sentiment in the economy.
- Carriers are concerned with a litigation environment so favorable to plaintiffs and climbing jury verdicts.
- Carriers are also restricting the amount of limit they are willing to put forth or repositioning their capacity at a higher level. For example, carriers that have historically offered lead \$25 million umbrella policies are now limiting their lead positions to \$10 million or less, in most cases.
- A recurring message from the market involves capacity management. Carriers want to limit their exposure to these higher umbrella and excess layers. We've experienced multiple instances when clients were not able to buy the limit they purchased last year because of a lack of availability. That means that clients need to involve substantially more carriers and often substantially more premium to achieve the same limits as expiring.
- Rate increases are not limited to the primary carrier. Rate increases are continuing through the excess liability tower as excess markets are focused on rate relativity and rate adequacy.
- In a post-COVID-19 environment, communicable disease exclusions are also being added. These exclusions are wide-ranging, with some from eliminating all communicable diseases, and others only COVID-19. The restrictive terms and conditions might have a material impact on the value of the coverage beyond the hard dollar structure and pricing changes imposed upon renewal.
- In addition to communicable disease exclusions, underwriters have added a host of others including — sexual abuse and misconduct (SAM), traumatic brain injury (TBI), wildfires, opioids, cannabis, glyphosate and on-premises violent acts.

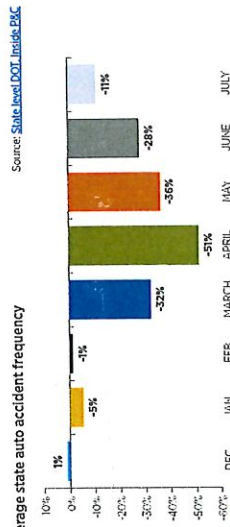
Accordingly, we do not anticipate much change in the casualty environment for the remainder of this year into 2021. **General liability and auto costs will continue to climb modestly, umbrella and excess pricing will rise, higher umbrella and excess layers will be limited, and the industry will keep a careful watch over the impact of COVID-19 on the workers' compensation marketplace.**

## Auto Liability

Despite several years of price increases in auto liability, rates continued to increase in the second quarter despite a drop in claim frequency due to the pandemic.

- Seventy eight percent of clients saw a rate increase in the second quarter.
- Many primary umbrella/excess markets are requiring higher auto liability limits of \$2 million to \$5 million or, in some cases, \$10 million.
- Loss costs are rising as new technologies make vehicles more expensive to repair. We expect carriers to continue to push rate increases across the board in auto liability.
- The following graphic depicts the decline of auto accidents as pandemic shutdown orders went into effect. Subsequently, accident frequency has leveled off as shutdown orders have been lifted.

Average state auto accident frequency



\*Source: Shaw, Ahmady, Clark & Smail

## Directors & Officers

As we have communicated in past market updates, the D&O marketplace has been distressed for several quarters now, as average claims have increased substantially in recent years. The market's deterioration has continued with every aspect of the public company D&O marketplace being impacted, including premium, retention, capacity, attachment, and terms and conditions. The market for privately held companies is not nearly as hard as the publicly traded D&O market, although larger private companies will still see double-digit increases.

### Capacity

- Carriers are often reducing capacity.
- Some carriers have a moratorium on new D&O business.
- Fewer and fewer carriers wish to write primary and first excess D&O layers.

### Terms and Conditions

- Reduced capacity for shareholder derivative demand investigative costs, most notably in excess layers.
- Removal or reduction of limit reinstatement provisions on Side A. Difference in Conditions (DIC) policies.
- Restricting pre-negotiated extended reporting provisions (ERP), especially for anything more than one year.

### Pricing

- Very dependent on market segment, financial condition, claims history and current pricing.
- Unfavorable industries have seen or may soon see increases in excess of 65%. Most favorable sectors may still see 15% to 35% increases.
- Typical publicly traded company D&O renewals can expect increases of 35% to 65%.

#### Market Segments of Most Concern

- Hospitality
- REITs (retail)
- Airlines
- Restaurants
- Retail
- Entertainment
- Automotive

#### Market Segments Also of Concern

- Life sciences
- Technology
- Large market caps
- Construction
- Higher education

Q2 2020 Primary D&O Rate Changes — Public Companies  
Gallagher — U.S. Clients



100%  
of clients experienced  
a rate increase in Q2.

## Cyber

### The Market Hardens

The cyber insurance market hit an inflection point in the first half 2020. All signs indicate that we have moved from a long period of flat-to-falling cyber insurance premiums to a marketplace where underwriters are regularly seeking rate increases in an approximate range of 5% to 20%. We're seeing this trend cut across most industry sectors.

- Increases in the frequency and severity of ransomware claims, which manifested in 2019 and into 2020, continues to drive the hardening of the cyber market.
- The 2020 Beazley Breach Briefing<sup>5</sup> reported a 131% increase in ransomware attacks compared to the previous year. Additionally, reports of seven- and eight-figure ransom demands are becoming more common.
- Sudden onset of COVID-19 resulting in the majority of the global workforce moving to remote locations creating an environment that is inherently less secure for organizations.
- While we have not seen an abnormal rise in frequency in cyber claims directly attributed to employees working outside their normal environments as of September, there is evidence of several COVID-19-themed criminal phishing campaigns that are being aimed directly at the remote workforce.

### Take Steps to Assess Your Cyber Risk

- Review cyber policies to evaluate the scope of coverage, and how it may cover cyber losses related to the use of employee-owned devices and remote networks. A specific focus should be concentrated on how a policy might define "computer networks," "computer systems" and other key terms.
- Be aware that cyber claims costs for business interruption losses are almost always impacted by waiting periods before coverage will apply and limited to a specific period of restoration.
- Review policies carefully to see whether any portion of the loss may be covered. For example, if faced with a social engineering loss, it is possible that lost funds may not be covered in the cyber policy and that other policies, such as crime policies, may apply.

<sup>5</sup>Source: [https://www.beazley.com/news/2020/beazley\\_breach\\_briefing\\_2020.html](https://www.beazley.com/news/2020/beazley_breach_briefing_2020.html)



## Challenging Risk Profile Characteristics

While the hardening market is not as severe as compared with the market of the early 2000s, pockets of the marketplace certainly resemble that of a traditional hard market. Due to the variability that we're seeing in this market and specific account characteristics, individual rates may vary from the ranges noted at the beginning of this report.

PROPERTY	INDUSTRIES
<ul style="list-style-type: none"> <li>▶ Limits: \$50 million+ TV</li> <li>▶ Frame/habitational/auto/dealer</li> <li>▶ CAT exposure</li> <li>▶ Molten metals</li> <li>▶ Food &amp; Agribusiness</li> <li>▶ Plastics/polycarbon tech</li> <li>▶ Any locations with large hail exposure</li> <li>▶ Outstanding engineering recommendations</li> </ul>	<ul style="list-style-type: none"> <li>▶ Senior Living</li> <li>▶ National Accounts</li> <li>▶ Transportation &amp; Logistics</li> <li>▶ Marine</li> <li>▶ Habitational/apartments</li> <li>▶ Nonprofit</li> <li>▶ Public Sector</li> <li>▶ Food &amp; Agribusiness</li> </ul>
EXECUTIVE LINES	UMBRELLA EXCESS
<ul style="list-style-type: none"> <li>▶ Limits: \$15 million+</li> <li>▶ Large private company D&amp;O</li> <li>▶ Publicly traded D&amp;O</li> <li>▶ Sexual abuse and molestation</li> <li>▶ Industries negatively impacted by COVID-19</li> </ul>	<ul style="list-style-type: none"> <li>▶ Large limits: \$25 million+ capacity has diminished, and pricing has dramatically increased because of mega-verdicts</li> <li>▶ Any underlying exposure with a large fleet</li> <li>▶ Any underlying exposure with a moderate hazard general liability exposure — especially construction and habitational/apartments</li> </ul>

## Conclusion

It is unknown what the full magnitude of the pandemic's economic impact will be overall and what effect it will have on the insurance industry. However, the underlying fundamentals we see with the environment today are likely to continue into the foreseeable future. There's nothing that indicates the momentum will slow. If anything, the market's hardening has picked up in recent months and is spreading more broadly.

Because of the highly nuanced nature of this market, it is imperative that you are dealing with an insurance broker who specializes in your particular industry or line of coverage. Gallagher has a vast network of specialists that understand your industry and business, along with the best solutions in the marketplace for your specific challenges.

## About the Contributors

Linton B. Puckett is responsible for the leadership of Gallagher's national Market Relations practice. In this role, B. is responsible for developing and managing strategic carrier and intermediary relationships in Gallagher's U.S. Brokerage division. B. leads SmartMarket, Gallagher's platform that couples data with a dedicated engagement model to enhance carrier relationship strategies. B. also leads Gallagher's Client Advantage strategy, which partners with carriers to bring proprietary products and solutions to clients.

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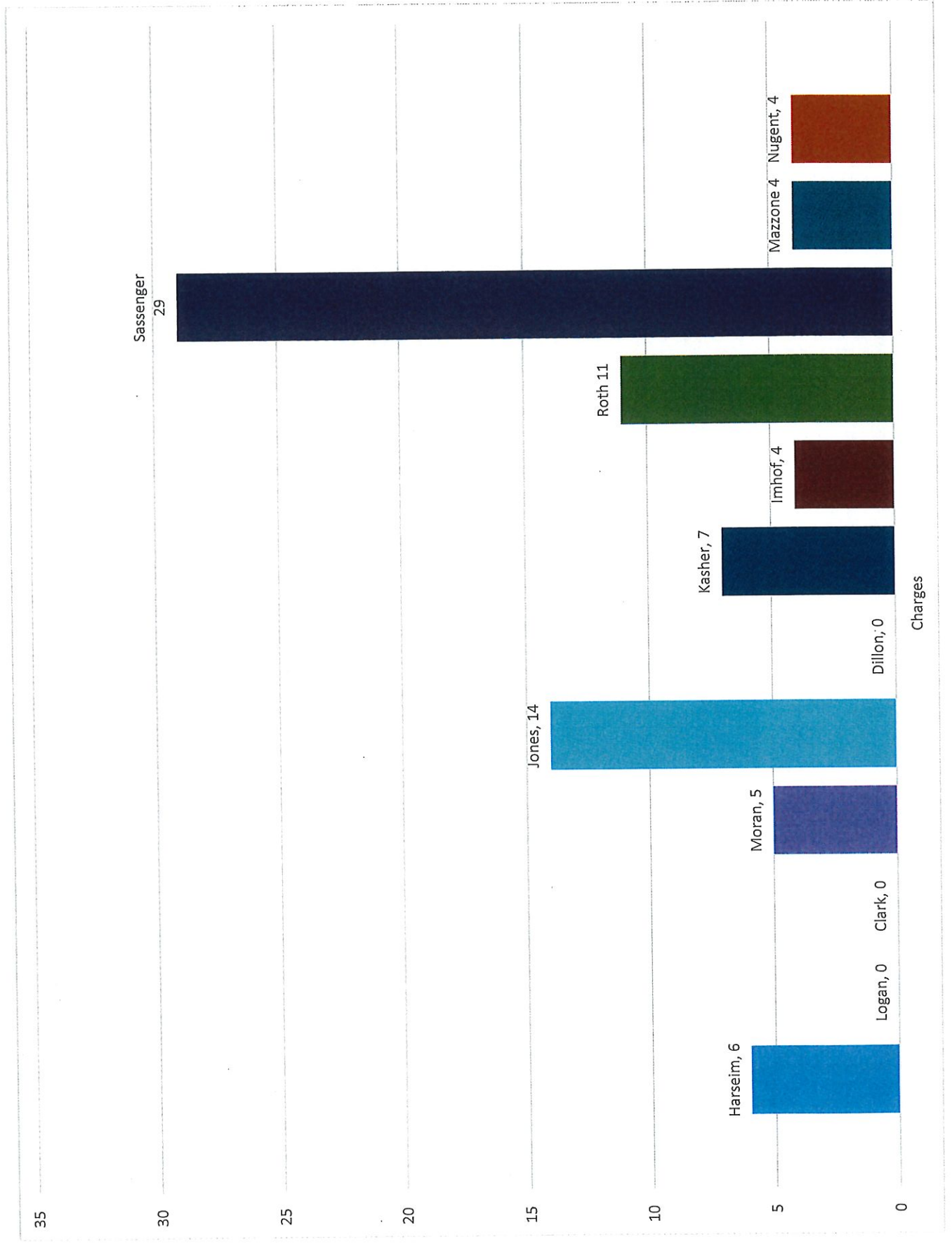
For more information, contact your local Gallagher representative.

For up-to-date information regarding COVID-19, please visit [ajg.com/pandemic](http://ajg.com/pandemic)

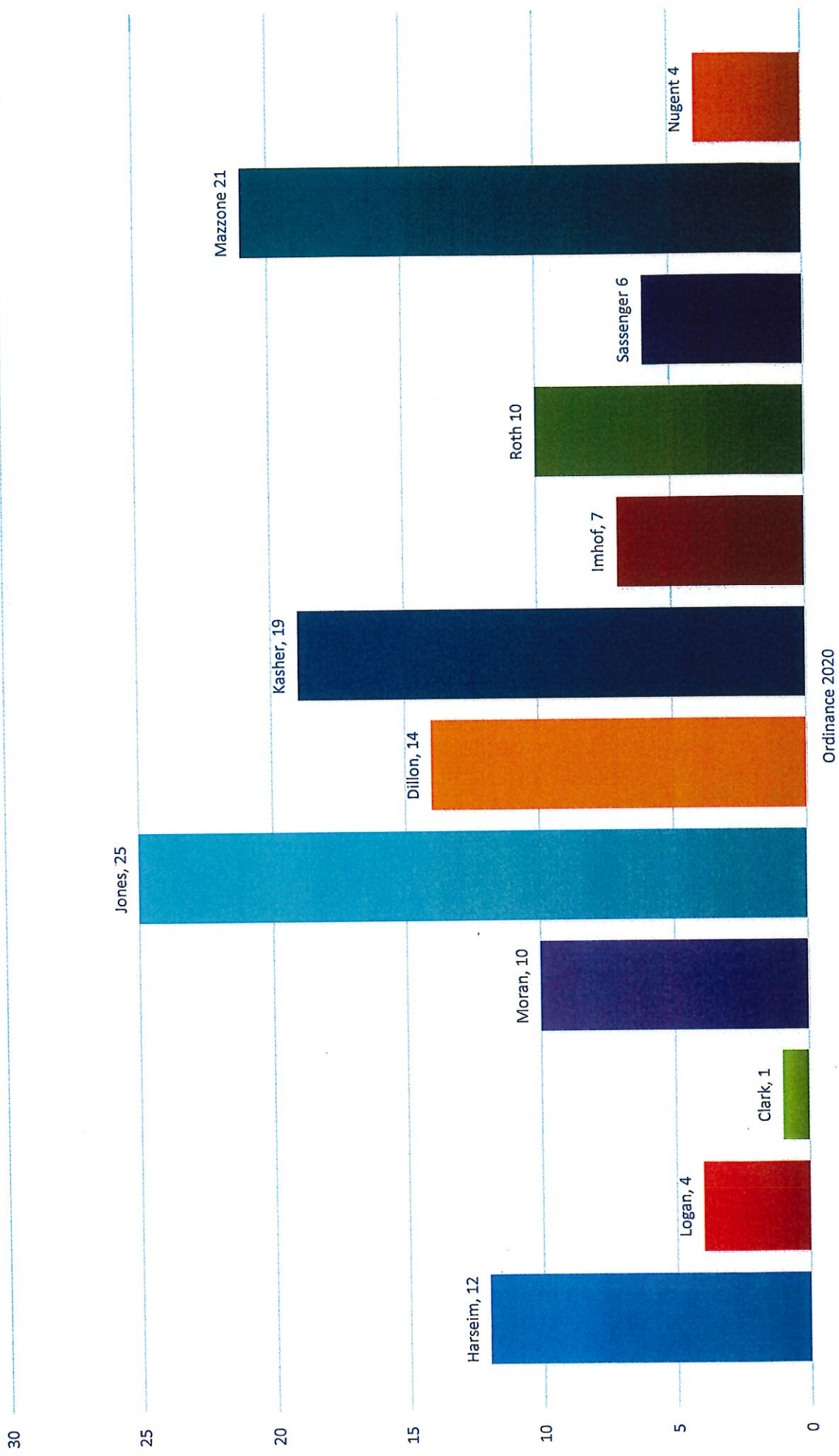




# 2020 Criminal Charges









<u>Traffic Citations</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Harseim	1	0	0	0	0	0	0	0	0	0	0	0	1
Logan	1	1	0	0	0	0	0	0	0	0	0	0	2
Clark	0	0	0	0	0	0	0	0	0	0	0	0	0
Moran	6	6	2	8	0	2	8	0	1	6	0	0	39
Jones	43	14	1	0	0	2	12	32	29	31	15	0	179
Dillon	0	0	0	0	0	0	0	0	0	0	0	0	0
Kasher	0	1	0	0	0	4	0	1	0	2	0	0	8
Imhof	1	0	0	0	0	0	0	0	0	0	0	0	1
Roth	2	1	0	0	0	2	1	0	0	0	2	0	8
Sassenger	3	3	10	0	0	3	4	17	18	16	3	0	77
Mazzone	2	3	3	0	0	2	1	3	3	2	4	0	23
Nugent	4	15	5	1	1	0	1	0	1	0	1	0	29
Briley	0	0	0	0	0	0	0	0	0	0	0	0	0
Roach	0	0	0	0	0	0	0	0	0	0	0	0	0
Paquette	0	0	0	0	0	0	0	0	0	0	0	0	0
Butterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>63</b>	<b>44</b>	<b>21</b>	<b>9</b>	<b>1</b>	<b>15</b>	<b>27</b>	<b>53</b>	<b>52</b>	<b>57</b>	<b>25</b>	<b>0</b>	<b>367</b>

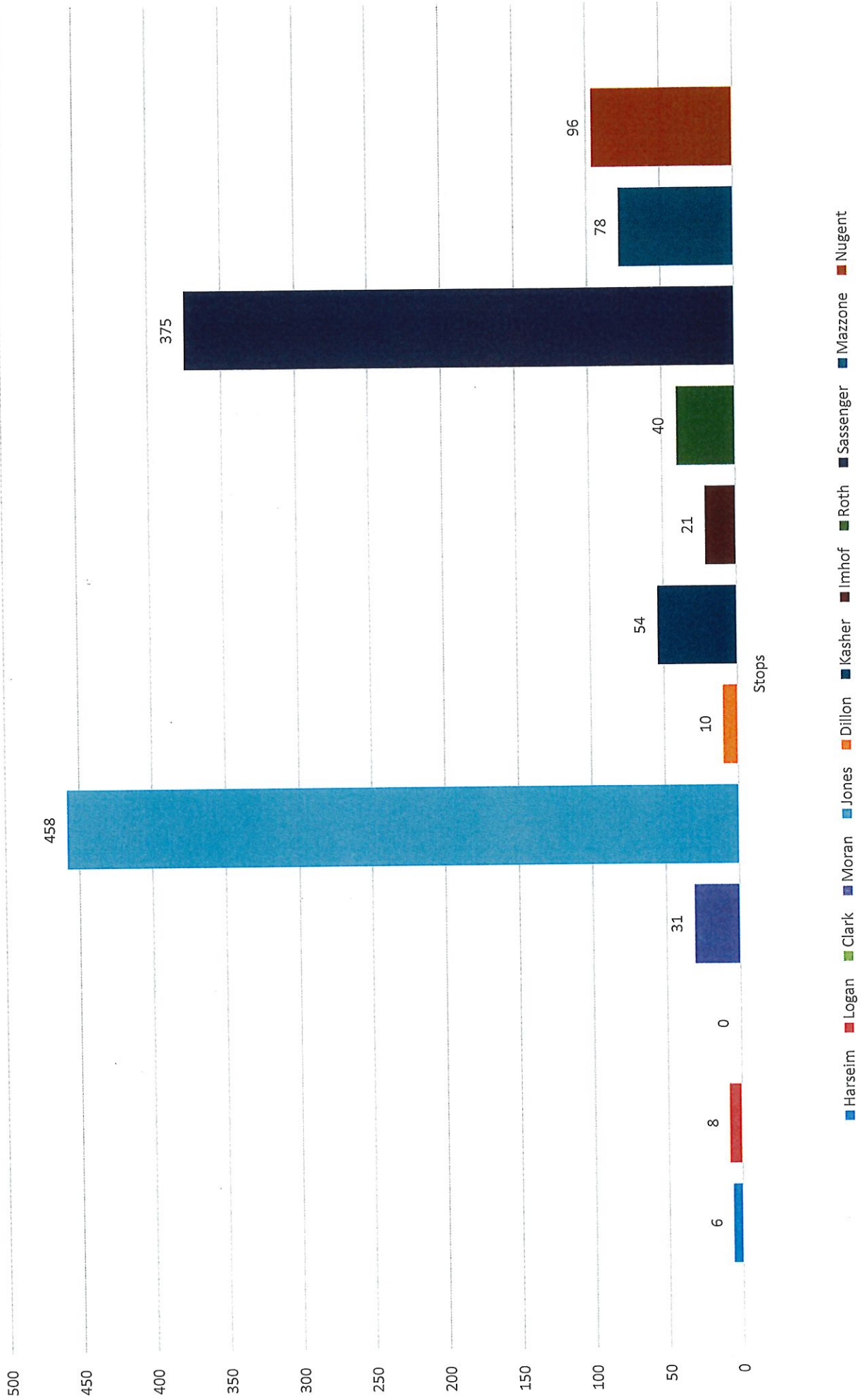
<u>Ordinance Citations</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Harseim	0	1	0	0	1	0	0	0	0	0	0	0	2
Logan	0	0	0	0	0	0	0	0	0	0	0	0	0
Clark	0	0	0	0	0	0	0	0	0	0	0	0	0
Moran	0	0	1	0	0	0	1	0	0	0	0	0	2
Jones	2	0	0	0	0	0	0	1	0	2	0	0	5
Dillon	0	0	0	0	0	0	0	0	0	0	0	0	0
Kasher	0	0	0	0	0	0	0	1	0	0	0	0	1
Imhof	0	0	0	0	0	0	0	0	0	0	0	0	0
Roth	0	0	0	0	0	0	0	0	0	0	0	0	0
Sassenger	2	0	2	0	0	0	0	0	0	0	0	0	4
Mazzone	1	0	0	0	0	0	1	2	0	0	0	0	4
Nugent	1	0	0	0	0	0	0	0	0	0	0	0	1
Briley	0	0	0	0	0	0	0	0	0	0	0	0	0
Roach	0	0	0	0	0	0	0	0	0	0	0	0	0
Paquette	0	0	0	0	0	0	0	0	0	0	0	0	0
Butterfield	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>6</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>19</b>







# Yearly Traffic Stops



**2020 CALLS REQUIRING A REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK	3	1	14	4	8	11	1	7	7	8	2		66
DILLON		6	3	3	12	18	17	12	10	20	0		101
HARSEIM	3	27	6	10	14	6	20	12	17	13	18		146
IMHOF	1	4	3	13	18	21	18	27	19	4	1		129
JONES	24	20	0	10	18	21	19	66	41	38	43		300
KASHER	3	19	13	3	31	18	24	31	28	29	21		220
LOGAN	14	13	7	8	13	21	3	11	32	22	14		158
MAZZONE	12	17	19	12	31	34	29	42	28	47	40		311
MORAN	35	27	16	18	25	30	23	24	19	28	26		271
NUGENT	21	44	19	24	17	30	30	27	10	39	20		281
ROTH	25	24	21	6	19	29	20	31	22	15	25		237
SASSENGER	14	18	11	5	15	15	16	9	49	33	15		200
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
<b>TOTAL</b>	<b>155</b>	<b>220</b>	<b>132</b>	<b>116</b>	<b>221</b>	<b>254</b>	<b>220</b>	<b>299</b>	<b>282</b>	<b>296</b>	<b>225</b>		<b>2420</b>

### 2020 ACCIDENT REPORTS

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													2
DILLON		1				1					1		1
HARSEIM													10
IMHOF		1			2	1	1	4		1			16
JONES	7	1	1		1	2		1		1	2		1
KASHER							1						5
LOGAN	2	1			1				1				11
MAZZONE	1		1			2		1	2	1	3		15
MORAN	1	3		4	1	2			2	1	1		12
NUGENT		3	2	1	1	1	3				1		3
ROTH			1				1						3
SASSENGER			1						2				
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
<b>TOTAL</b>	<b>11</b>	<b>10</b>	<b>6</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>6</b>	<b>6</b>	<b>7</b>	<b>4</b>	<b>9</b>		<b>79</b>

2020 CRIMINAL CHARGES

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
DILLON							2						6
HARSEIM		3				1			1				4
IMHOF			1			2	3	4	1		1		14
JONES	4	1			2	2		1		1			7
KASHER		1											
LOGAN								1		1	1		4
MAZZONE						1		1		1			5
MORAN			1	2									4
NUGENT	1	2	1										11
ROTH	2	3				3	2	1	1	10	1		29
SASSENGER			2					7	4				
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
<b>TOTAL</b>	<b>7</b>	<b>10</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>7</b>	<b>15</b>	<b>7</b>	<b>13</b>	<b>4</b>		<b>84</b>

2020 D.U.I.'S

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	TOTALS
CLARK													
DILLON													
HARSEIM						1							1
IMHOF													
JONES						1							1
KASHER													
LOGAN													
MAZZONE													
MORAN				1									1
NUGENT													
ROTH						1					1		2
SASSENGER			1										1
BRILEY													
BUTTERFIELD													
PAQUETTE													
ROACH													
SHUGART													
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>		<b>6</b>