

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
AUGUST 14, 2019
7:00 p.m.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes
July 24, 2019 Public Hearing
July 24, 2019 Regular Meeting
4. Approval of Warrant List
5. Public Comment
6. Eagle Scout Project Presentation-Tyler Jackson

7. Ordinance 19-22 Creation of a Dormant SSA for the Perpetual Cost of Underground Drainage Maintenance Beneath Hoffman Transportation Properties

8. Ordinance 19-23 Identifying the Bid Award and Authorizing the Sale of Surplus Real Property Subsequent to Entry Into a Sales and Development Agreement for Land Adjacent to Railroad Street West of the Union Pacific Railroad

9. Resolution 19-18 Approval of FY20 MFT Expenditures

10. Approval of the FY20 Annual MFT and Non-MFT Street Program

11. Authorizing the Execution of 2019/2020 Annual Maintenance Contract with Fulton Sirens and Payment of \$1,014.15

12. Pay Request #1 to Stott Contracting for the Coaler Lift Station Removal Project

13. Pay Request to CBBEL Engineering-Phase 2 & 3 of the South Broadway Reconstruction Project

14. Amending the Employee Manual Establishing an Emergency Sick Call Bank

15. Report of Mayor

16. Report of Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 D. Togliatti

17. Report of Village Clerk

18. Report of Village Attorney

19. Report of Village Engineer

20. Report of Chief of Police

21. Report of Village Administrator

22. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 14, 2019

RE: CREATING DORMANT SPECIAL SERVICE AREA FOR THE LONG-TERM MAINTENANCE OF UNDERWATER DRAINAGE BENEATH THE HOFFMAN TRANSPORTATION DEVELOPMENT

The Hoffman Transportation development placed multiple types of infrastructure in order to convert a green field site into the industrial warehouse the location has become. One of the improvements included replacing existing field tile responsible for conveying underwater drainage from the west side of the property (i.e. the east side of the Union Pacific RR tracks to the Claypool Drainage Ditch) with new drainage lines. The final part of completing this task is to ensure for its long-term maintenance should the private property owner fail to maintain this system within the private property. The best means of completing this task is to adopt a dormant special service area (SSA) that is recorded and allows the Village of Coal City to levy a task for a specific reason called out within the rules governing the purpose for which the SSA is recorded.

This evening, the ordinance stating the Village's intent to adopt an ordinance is being considered. This allows additional ordinances to be adopted after the required waiting period and notification take place. Attached is the letter from the Village Engineer stating the drainage is in compliance with the regulations stating some type of credit must be set aside to ensure for the long-term maintenance of this underground infrastructure. Prior to this evening, the Hoffman development has provided as-builts as well as a video and written report regarding this portion of improvement.

While most of the improvements have been made, the property remains on a temporary certificate of occupancy to ensure any outstanding issues are resolved. Chamlin provided a punchlist of outstanding items at the end of 2018. Ensuring the long-term maintenance of this infrastructure was a critical item to be addressed. The remaining items are primarily cosmetic but ensure the development complies with the approved PUD plan. The intention is to resolve these matters within the next 30-60 days to allow the remaining escrow funds to be released and conditional certificate of occupancy to be issued.

Recommendation:

Adopt Ordinance No. _____: Expressing the Village's Intent to Adopt a Dormant SSA on the Hoffman Transportation Property.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE
AREA NUMBER THREE IN THE VILLAGE OF COAL CITY, GRUNDY & WILL
COUNTIES, ILLINOIS FOR BACKUP OPERATION, CARE AND MAINTENANCE
SERVICES FOR PRIVATE SURFACE AND SUBSURFACE STORMWATER SYSTEM
ASSOCIATED WITH HOFFMAN PROPERTY HOLDING, LLC'S RAIL-SERVED
TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE DEVELOPMENT
AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN
CONNECTION THEREWITH**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GRÉGGAIN
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 _____, 2019

ORDINANCE NO. _____

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER THREE IN THE VILLAGE OF COAL CITY, GRUNDY & WILL COUNTIES, ILLINOIS FOR BACKUP OPERATION, CARE AND MAINTENANCE SERVICES FOR PRIVATE SURFACE AND SUBSURFACE STORMWATER SYSTEM ASSOCIATED WITH HOFFMAN PROPERTY HOLDING, LLC'S RAIL-SERVED TRANSLOADING FACILITY, TRUCKING AND WAREHOUSE DEVELOPMENT AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH

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

WHEREAS, special service areas are authorized for non-home rule municipalities pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* (the "*Act*"), which provides, *inter alia*, the manner of levying or imposing taxes and issuing bonds for the provision of special services to areas within the boundaries of municipalities; and

WHEREAS, the corporate authorities, with the cooperation and consent of property owner and developer Hoffman Property Holding, LLC ("*Hoffman*"), propose to establish Village of Coal City Special Service Area Number Three to provide backup care and maintenance of a privately-owned surface and subsurface stormwater system in the staged industrial development (the "*Hoffman Development*") located on certain real property consisting of approximately 243[±] total acres located between Reed and Spring Roads and between Broadway and Berta Roads in Coal City, Grundy County, Illinois, legally described in **Exhibit 1** and depicted in **Exhibit 2** appended hereto (the "*Property*");

WHEREAS, the Corporate Authorities hereby find and determine that it is in the public interest to consider the establishment of the area described herein as Village of Coal City Special Service Area Number Three ("the *Area*") for the purposes set forth herein; and

WHEREAS, the Area is compact and contiguous and is fully within the corporate limits of the Village; and

WHEREAS, the revenue from such tax shall be used solely and only for services for which the Village is authorized to levy taxes or to appropriate funds of the Village; and

WHEREAS, the Hoffman Development will be improved by the proper maintenance, care, and operation of the Hoffman Drainage System as hereinafter defined, which will ensure proper stormwater function throughout the Hoffman Development; and

WHEREAS, the Area will benefit specially from the special services to be provided by the Village, which shall consist of maintenance and repair of stormwater management facilities and infrastructure required by the Will County Stormwater Management Ordinance, as adopted and amended by the Village in Chapter 153 of the Village Code and made applicable to territory within portions of the Village in Grundy County, and approved by the Village for the Property, including, without limitation:

- (i) maintenance and repair services pertaining to surface water detention (“*Stormwater Detention Facility*”) consisting of mowing, erosion, nuisance and sedimentation control, sediment removal, structural maintenance and replacement, regrading, reseeding, replanting and removal of debris, as deemed necessary and appropriate by the Village;
- (ii) maintenance and repair services pertaining to subsurface drainage systems, including drain tile commencing at its point of connection with pre-existing drain tile located within the Union Pacific Railroad right-of-way and extending through the Property to the stormwater detention facility, together with all pipes, manholes, and other appurtenances thereto (cumulatively, the “*Hoffman Tile*”), consisting of inspecting,

testing and televising the Hoffman Tile, removal of debris or obstructions, structural maintenance and replacement of the Hoffman Tile, and such other or further work of any kind or nature required to maintain sufficient flow of water within the Tile towards the discharge point for the Hoffman Tile at the Stormwater Detention Facility;

- (iii) inspecting and testing the Stormwater Detention Facility and Hoffman Tile (cumulatively, the "*Hoffman Drainage System*") and televising the Hoffman Tile as may be reasonably necessary to determine proper functioning in accordance with the approved Hoffman Drainage System design; and
- (iv) administrating and enforcing the foregoing.

Cumulatively, items (i) through (iv) shall be known as the "*Special Services*"; and

WHEREAS, the Special Services would only be performed in the event that Hoffman or any successors in interest fail to perform the proper maintenance of the Hoffman Drainage System, at which time the Village would provide the Special Services on a back-up basis and therefore the Special Services shall be provided by the Village or its designated agent only following the Implementation Date, as hereinafter defined; and

WHEREAS, prior to the Implementation Date and the Village's levy of a special tax upon parcels within the Area, the Special Services shall be performed, paid for, and monitored by Hoffman at Hoffman's sole expense and in accordance with all state and local ordinances, rules, and regulations, as amended; and

WHEREAS, the Special Services are unique and in addition to municipal services provided to the Village as a whole; and

WHEREAS, it is in the best interests of the Village that the establishment of the Area, and

the levy of special taxes against the Area for the Special Services to be provided be considered.

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

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

SECTION 2. Findings. The President and Board of Trustees of the Village find and determine as follows:

a. The fee owner of that portion of the Village described in Exhibit 1 attached hereto and made a part hereof (hereinafter the "Property") has expressed an interest in the performance of the Special Services to the Property; and

b. The proposed Special Services are defined and described in detail hereinabove, but may be generally described as providing backup operation, care and maintenance of the Hoffman Drainage System located within the Area and servicing the Hoffman Development in the event Hoffman or its successors in interest fail to do so; and

b. The Property is coterminous with the Area; and

c. It is in the public interest that the President and Board of Trustees of the Village consider the creation of a special service area for the Area to provide the Special Services; and

d. The Area is compact and contiguous and is outlined on the map of a portion of the Village, which map is attached hereto as Exhibit 2 and made a part hereof, is on file with the Village Clerk and is available for public inspection; and

e. The proposed Area will benefit specially from the Special Services to be provided to the Area. The Special Services are in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the levy or imposition of special taxes against said Area for the Special Services to be provided be considered.

f. It is in the public interest that the creation of the Area as a Special Service Area for the purposes set forth herein be considered.

g. The Special Services within the Area shall be provided by the Village or its designated agent following the Implementation Date, as hereinafter defined.

h. Prior to the Implementation Date and the Village's levy of a special tax upon parcels within the Area, the services described herein shall be performed, paid for, and monitored by Hoffman at Hoffman's sole expense and in accordance with all state and local ordinances, rules, and regulations, as amended.

SECTION 3. Proposal. In response to the expressed interest of the owners of the Property, the President and Board of Trustees of the Village propose the establishment of Village of Coal City Special Service Area Number Three for a perpetual term to provide backup operation, care and maintenance of a privately-owned Hoffman Drainage System within the Hoffman Development located on the Property to serve the Area.

SECTION 4. Public Hearing. A public hearing shall be held at 7:00 p.m. on the 23rd day of October, 2019, at the Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416 (the "***Hearing***"), to consider the creation of Village of Coal City Special Service Area Number Three for the Property for the purpose of providing the Special Services described in the Notice of Public Hearing affixed hereto as Exhibit 3 ("***Notice***") and incorporated as though fully set forth herein.

At said hearing, the Village will further consider levying an annual ad valorem tax against each taxable parcel of property within the Area in an amount sufficient to produce revenues necessary to provide Special Services to the Area, provided that the maximum rate of such special taxes to be extended in any year for Special Services shall not exceed the amount necessary to produce a maximum annual levy of \$100,000. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Act.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said special service area shall be “dormant,” unless, until and to the extent that the Village Engineer, in his/her/its sole discretion, determines that the Hoffman Drainage System has been damaged or is not being properly maintained, cared for, or operated in accordance with all state and local ordinances, rules, and regulations, as amended (“*Implementation Date*”). On and after the Implementation Date, said special tax shall be levied upon all taxable real property within the Area as set forth above. The actual amount of the taxes to be levied in the initial year in which taxes are levied within the Area is indeterminate at present, but shall not exceed the maximum rate as set forth herein.

SECTION 5. Notice of Public Hearing.

The Notice shall be published at least once not less than fifteen (15) days prior to the Hearing in the *Coal City Courant*, a newspaper of general circulation within the Village. The Notice shall be mailed by depositing the Notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. The Notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property. The Notice shall be in substantially the form set forth in Exhibit 3 to this Ordinance.

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. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2019, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

Exhibit 1

Legal Description and PINs of the Area Subject to Special Service Area Number Three

The Village of Coal City will consider forming a special service area consisting of the following described real property (collectively, the "Property"):

Legal Description of the Property

PARCEL 1:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-300-002

PARCEL 2:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-001

PARCEL 3:

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-008

PARCEL 4:

THE WEST 366 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS, EXCEPT THE WEST 300 FEET OF THE SOUTH 726 FEET THEREOF.

PIN: 09-11-400-011

PARCEL 5:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST

OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND RIGHT TO MINE AND REMOVE THE SAME), IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-003

PARCEL 6:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO, ALTON RAILWAY COMPANY, IN GRUNDY COUNTY, ILLINOIS; EXCEPT THE NORTH 245.00 FEET OF THE WEST 45.00 FEET OF THE EAST 101.50 FEET THEREOF.

PIN: 09-11-100-016

Exhibit 2

Map of Proposed Special Service Area Number Three

[SEE ATTACHED]

Exhibit 3

Notice of Public Hearing

**“NOTICE OF PUBLIC HEARING
VILLAGE OF COAL CITY
SPECIAL SERVICE AREA NUMBER THREE**

NOTICE IS HEREBY GIVEN that on October 23, 2013, 2013 at 7:00 p.m. at the Coal City Village Hall, 515 S. Broadway, Coal City, Illinois 60416, a public hearing will be held by the President and Board of Trustees of the Village of Coal City to consider forming a special service area to be called “Village of Coal City Special Service Area Number Three,” consisting of the following described compact and contiguous are of the Village generally described as being 243 +/- acres, located between Reed and Spring Roads and between Broadway and Berta Roads in Coal City, Grundy County, Illinois and legally described as follows (the “Property”):

PARCEL 1:

THE EAST 94 ACRES, MORE OR LESS OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE CHICAGO AND ALTON RAILROAD RIGHT OF WAY, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-300-002

PARCEL 2:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-001

PARCEL 3:

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, GRUNDY COUNTY, ILLINOIS.

PIN: 09-11-400-008

PARCEL 4:

THE WEST 366 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL

MERIDIAN, GRUNDY COUNTY, ILLINOIS, EXCEPT THE WEST 300 FEET OF THE SOUTH 726 FEET THEREOF.
PIN: 09-11-400-011

PARCEL 5:

THE NORTH QUARTER OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT COAL AND OTHER MINERALS UNDERLYING SAID PREMISES AND RIGHT TO MINE AND REMOVE THE SAME), IN GRUNDY COUNTY, ILLINOIS.
PIN: 09-11-400-003

PARCEL 6:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO, ALTON RAILWAY COMPANY, IN GRUNDY COUNTY, ILLINOIS; EXCEPT THE NORTH 245.00 FEET OF THE WEST 45.00 FEET OF THE EAST 101.50 FEET THEREOF.
PIN: 09-11-100-016

An accurate map of said territory is on file in the office of the Village Clerk and is available for public inspection.

The purpose of the public hearing is for consideration of a proposal for the establishment of Village of Coal City Special Service Area Number Three ("Area") to provide for the payment to or reimbursement of the Village of its expenses associated with the cost of providing backup operation, care and maintenance of privately-owned surface and subsurface stormwater management facilities and infrastructure on the Property servicing the staged industrial development presently consisting of a rail-served transloading facility, trucking and warehouse operation on the Property in the event owner Hoffman Property Holding, LLC or its successors in interest fails to do so. The proposed term of the Area is perpetual.

At said hearing, the Village will further consider levying an annual ad valorem tax against each taxable parcel of property within the Area in an amount sufficient to produce revenues

necessary to provide Special Services to the Area, provided that the maximum rate of such special taxes to be extended in any year for Special Services shall not exceed the amount necessary to produce a maximum annual levy of \$100,000. Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* Notwithstanding the foregoing, taxes shall not be levied hereunder and said special service area shall be “dormant,” unless, until and to the extent that the Village Engineer, in his/her/its sole discretion, determines that the Hoffman Drainage System has been damaged or is not being properly maintained, cared for, or operated in accordance with all state and local ordinances, rules, and regulations, as amended (“Implementation Date”). On and after the Implementation Date, said special tax shall be levied upon all taxable real property within the Area as set forth above. The actual amount of the taxes to be levied in the initial year in which taxes are levied within the Area is indeterminate at present, but shall not exceed the maximum rate as set forth herein.

All interested persons affected by the formation of Village of Coal City Special Service Area Number Three, including all owners of real estate located within said Area, will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number Three and may object to the formation of Special Service Area Number Three and the levy of taxes affecting said Special Service Area Number Three. At said public hearing, any interested persons affected by said proposed Special Service Area Number Three may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issued embodied in this notice. The Village President and Village Board shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within said Special Service Area Number Three and by at least 51% of the owners of record of the land included within the boundaries of said Special Service Area Number Three is filed with the Coal City Village Clerk within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area Number Three or the levy and imposition of a tax for the provision of special services to said Special Service Area Number Three, or to a proposed increase in the tax rate, no such special service area may be created, no borrowing may occur nor tax may be levied or imposed nor the rate increased.

A copy of this public notice shall be filed with the Grundy County Clerk's Office and recorded with the Grundy County Recorder's Office.

Dated this ____ day of _____, 2019

Pamela M. Noffsinger, Clerk

ENGINEERS • SURVEYORS • PLANNERS

August 7, 2019

Mr. Matt Fritz - Village Administrator
Village of Coal City
515 South Broadway
Coal City, Illinois 60416

SUBJECT: Hoffman Transportation
Storm Water Management Acceptance

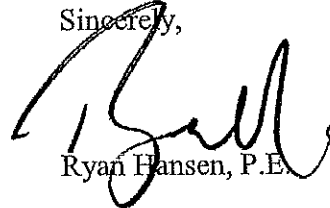
Dear Mr. Fritz:

We have reviewed the Hoffman Transportation storm water management improvements and consider them completed in accordance with Village code and the approved engineering documents. Our review included periodic site visits and the review of documents provided by the Hoffman team. Documents provided include; As-built drawings, structural pipe calculations, and televising records:

As per the Will County Storm Water Ordinance the developer must provide a maintenance agreement and acceptable surety for the maintenance of the storm water management system. Once the agreement is in place, we recommend the Village consider accepting the improvements.

If you have questions or require additional information, please feel free to contact me.

Sincerely,



Ryan Hansen, P.E.

REH/hp

PERU OFFICE:

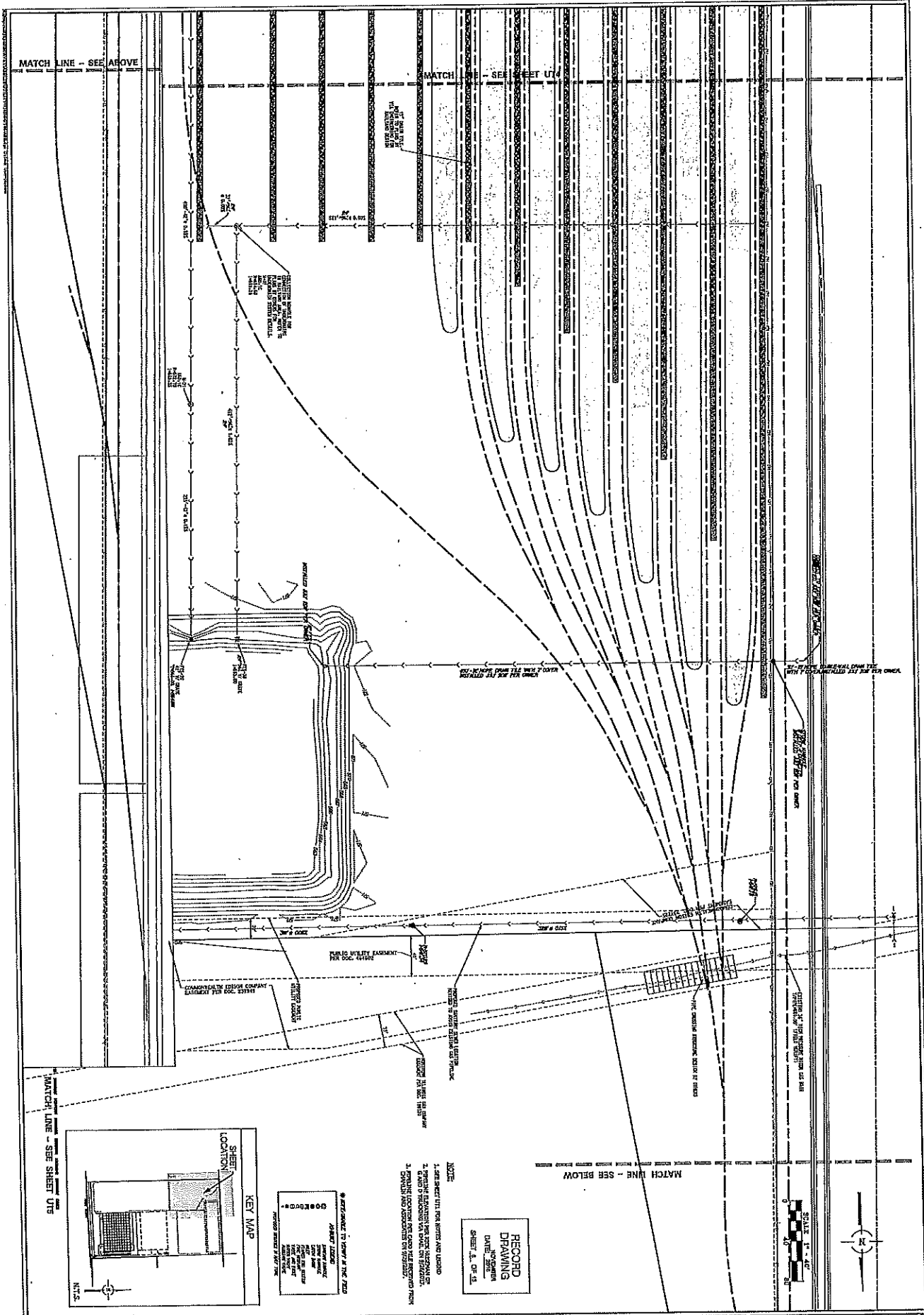
JAMES K. CLINARD, S.E., P.E. • MICHAEL W. PERRY, P.E. • KEVIN W. HEITZ, P.E., P.L.S.
DON W. BIXBY, P.E. • ADAM OSSOLA, S.E., P.E. • MICHAEL S. RICETTA, P.L.S. • SCOTT M. SPAYER, P.L.S.

OTTAWA OFFICE:

DEAN A. CHALKEY, C.F.M. • STEVEN J. WASILEWSKI, P.E. • MICHAEL W. SOENKSEN, P.L.S.

MORRIS OFFICE:

GUY R. CHRISTENSEN, P.E. • RYAN E. HANSEN, P.E. • RONALD L. BUETTNER, P.L.S. • TIMOTHY R. HEJNY, P.E. • CASEY J. McCOLLOM, P.E. • ROBERT T. SCHMUDE, P.E.

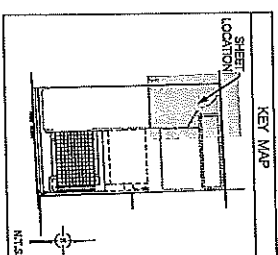


MATCH LINE - SEE ABOVE

MATCH LINE - SEE SHEET UT6

MATCH LINE - SEE BELOW

MATCH LINE - SEE SHEET UT6



RECORD DRAWING
 DATE: 07/12/12
 SHEET: 1 OF 1

NOTE:
 1. SEE SHEET UT6 FOR NOTES AND LEGEND
 2. DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED
 3. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED

	CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND DEVELOPERS	UTILITY RECORD DRAWING - 5	07/12/12 REVISIONS PER OWNER 07/12/12 REVISIONS PER VILLAGE 07/12/12 REVISIONS PER OWNER 07/12/12 REVISIONS PER VILLAGE 07/12/12 REVISIONS PER SPACE 07/12/12 REVISIONS PER VILLAGE-OWNER
	2245 N. Liberty Street Morris, Illinois 62450 Phone: (618) 241-0200 Fax: (618) 241-0205	HOFFMAN TRANSPORTATION COAL CITY, ILLINOIS	07/12/12 REVISIONS PER OWNER 07/12/12 REVISIONS PER VILLAGE 07/12/12 REVISIONS PER OWNER 07/12/12 REVISIONS PER VILLAGE 07/12/12 REVISIONS PER SPACE 07/12/12 REVISIONS PER VILLAGE-OWNER

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 14, 2019

**RE: AWARDING BID FOR SURPLUS PROPERTY ALLOWING A
DEVELOPMENT AGREEMENT TO BE NEGOTIATED**

The Village Board opened three bids for surplus property made available at the end of Railroad Street between the BNSF and UP Railroads. These bids ranged from \$8,250 to \$19,000; in addition to the amounts of the bids, the totality of the bids' compliance with the published submission requirements varied as well. The three submitted bids were as provided below:

Joseph Phillips	\$8,250
Randy Alderson	10,650
Michael Noffsinger	19,000

There Board may choose from the bids provided which ones most closely met the goal of informing the Village Board of any future development plans. Due to the paucity of information that accompanied two of the bids in terms of future utilization of the land, Mr. Alderson's bid rises to be the most competent bid in terms of pricing and meeting the submission requirements, which included, "bids should include a purchase price and a development plan for the property[.]"

The Ordinance under consideration would award the bid to Mr. Alderson and provide 30 days to come to terms contained within a Development Agreement for the terms by which the property will be conveyed and developed in the future. Due to the means by which this surplus property was sold, 6 votes are necessary for the adoption of the ordinance.

Recommendation:

Adopt Ordinance No. _____: Authorizing the Sale of Surplus Property Contingent upon Reaching Acceptable Development Agreement Terms with Randy Alderson.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ACCEPTING A BID AUTHORIZING THE SALE OF SURPLUS
REAL PROPERTY BELONGING TO THE VILLAGE OF COAL CITY CONTINGENT
UPON ENTRY INTO MUTUALLY ACCEPTABLE DEVELOPMENT AND PURCHASE
AND SALE AGREEMENTS WITH WINNING BIDDER**

(PINs 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001)

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 _____, 2019

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A BID AUTHORIZING THE SALE OF SURPLUS
REAL PROPERTY BELONGING TO THE VILLAGE OF COAL CITY CONTINGENT
UPON ENTRY INTO MUTUALLY ACCEPTABLE DEVELOPMENT AND PURCHASE
AND SALE AGREEMENTS WITH WINNING BIDDER**

(PINs 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001)

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois;

WHEREAS, the Village has authority, pursuant to 65 ILCS 5/11-76-2 to sell property owned by the Village, which the corporate authorities may deem necessary and desirable and in the public interest; and

WHEREAS, the Village owns approximately +/- 2.5 acres of vacant and unimproved unimproved, irregularly-shaped property located in the Village’s C-5 Highway Commercial zoning district between the Union Pacific (“UP”) and Burlington Northern Santa Fe (“BNSF”) railroad tracks, north of 2nd Street and south of 4th Street, Coal City, Grundy County, Illinois;

WHEREAS, the Village enacted Ordinance 19-03 on January 23, 2019 and Ordinance 19-17 on June 12, 20019, collectively declaring certain real property bearing PINs 06-35-453-002, 06-35-431-002 (part of) and 06-35-454-001 and legally described in **Exhibit A**, which is attached hereto and incorporated by reference as though fully set forth herein (the “Property”) to be surplus real property and authorizing the sale of all or a part of the Property;

WHEREAS, 65 ILCS 5/11-76-2 provides that a notice of the sale of such property shall be published once each week for three (3) successive weeks in a newspaper published in the County in which the Property is located; and

WHEREAS, such publication shall be not less than thirty (30) days before the date provided in the notice for the opening of bids for the real estate; and

WHEREAS, after due notice by publication in the *Coal City Courant* on June 19, 2019, June 26, 2019, and July 3, 2019, pursuant to and in accordance with the Illinois Municipal Code, the Village received three (3) bids for the Property prior to the July 23, 2019 deadline; and

WHEREAS, on July 24, 2019, the Corporate Authorities opened the bids at their regular Board meeting; and

WHEREAS, the Village received three bids to acquire the Property; and

WHEREAS, the Village considered the bids at a Finance Committee meeting on August 1, 2019; and

WHEREAS, the Village Board set the matter for discussion and possible approval at a regular Board meeting on August 14, 2019; and

WHEREAS, the Corporate Authorities may accept the high bid or any other bid determined to be in the best interests of the Village by a three-fourths supermajority vote of the Corporate Authorities then holding office; and

WHEREAS, on recommendation of the Finance Committee, the Corporate Authorities hereby find and determine that the bid of Randy Alderson for the purchase of the Property is the best bid for said Property and that it is in the best interests of the health, safety and welfare of the citizens of Village to sell the Property to RANDY ALDERSON ("Alderson") in the total sale price of TEN THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$10,650.00) and the Corporate Authorities hereby find that the aforesaid bid is in the Village's best interests and agree to accept the same; and

WHEREAS, the Village and Alderson shall negotiate the terms of a development agreement governing the development and operation of the Property and a Purchase and Sale Agreement governing the sale of the Property; and

WHEREAS, the Mayor and Board of Trustees find that it is in the Village's best interests to

accept the bid and approve the Agreement and that doing so will promote the public health, safety, and welfare.

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

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

SECTION 2. Award of Winning Bid. The bid of Randy Alderson for the purchase of the Property is determined to be in the best interests of the health, safety and welfare of the citizens of Village and is accepted, provided that such acceptance is expressly subject to and contingent upon the Village and Alderson entering into (i) a development agreement addressing the terms of the development of the Property consistent with the Alderson bid and governing law and (ii) a purchase and sale agreement mutually acceptable to the parties within thirty (30) days of the passage of this Ordinance.

SECTION 3. Negotiation of Development and Purchase and Sale Agreements.

The Administrator and Village Attorney are authorized and directed to negotiate and draft agreements and instruments consistent with the purposes of this Ordinance for subsequent Board review and approval.

SECTION 4. Resolution of Conflicts. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. Effectiveness. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this _____ day of _____, 2019, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

INSERT

EXHIBIT B

NOTICE OF BID ON SURPLUS REAL PROPERTY

INSERT

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS } Ss.
County of Grundy,

Certificate of the Publisher

Free Press Newspapers certifies that it is the publisher of the Coal City Courant

Coal City Courant is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of Coal City, township of Braceville, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5. A notice, relating to the matter of:

Coal City to host public hearing on adoption of amendments

a true copy of which is attached, was published three times in Coal City Courant, namely one time per week for 3 successive weeks. The first publication of the notice was made in the newspaper, dated and published on June 19, 2019, and the last publication of the notice was made in the newspaper dated and published on July 3, 2019. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1. In witness, the Coal City Courant has signed this certificate by **Eric D Fisher**, its publisher, at Coal City, Illinois, on July 3, 2019.

Free Press Newspapers

By Eric D. Fisher, Publisher
Eric D. Fisher

Printer's Fee \$ 448.80

Given under my hand on July 3, 2019

Janet M. Fisher

Janet M. Fisher, Notary Public

"OFFICIAL SEAL"

Janet M. Fisher

Notary Public, State of Illinois
My Commission Expires 12-15-20

Coal City to host public hearing on adoption of amendments

PUBLIC NOTICE

NOTICE OF BID ON SURPLUS REAL PROPERTY IN THE VILLAGE OF COAL CITY, ILLINOIS

PUBLIC NOTICE IS HEREBY GIVEN, pursuant to Sections 11-76-1 and 11-76-2 of the Illinois Municipal Code; 65 ILCS 5/11-76-1 and -2, that the Village of Coal City duly enacted Ordinance No. 19-03 and 19-17, entitled AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BELONGING TO THE VILLAGE OF COAL CITY at a regular meeting of the Village Board of Trustees on January 23, 2019, and Ordinance 19-17 entitled AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BELONGING TO THE VILLAGE OF COAL CITY at a regular meeting of the Village Board of Trustees on June 12, 2019 (cumulatively, the "Ordinances"); The Ordinances, authorized the sale of approximately 2.5 acres of vacant and unimproved real property generally described as being located between the Union Pacific ("UP") and Burlington Northern Santa Fe ("BNSF") railroad tracks, north of 2nd Street and south of 4th Street, Coal City, Grundy County, Illinois, bearing PINs 06-35-431-002 (part of); 06-35-464-001 and 06-35-453-002 and legally described as:

PARCEL 1
All that portion of Lots 13 and 14 in Block Nine (9) in the Village of Coal Branch Junction as shown by the plat thereof recorded in the Recorder's Office of Grundy County; lying southeast of the Atchison, Topeka and Santa Fe right of way.

PARCEL 2
All of Block Sixteen (16) lying southeast of the Atchison, Topeka and Santa Fe Railway right of way in the Village of Elleen, Grundy County, Illinois.

PARCEL 3
Lot 7 in Block 22, situated in the Village of Elleen as shown by the plat thereof, situated in the Township of Felix, and recorded May 2, 1883, in Plat Book B, pages 18 and 19 in the Land Records of Grundy County, Illinois.

PARCEL 4
All that portion of Lots 5 and 6 lying southwest of the Atchison, Topeka and Santa Fe Railway right of way in Block 22, situated in the Village of Elleen as shown by the plat thereof, situated in the township of Felix, and recorded May 2, 1883, in Plat Book B, pages 18 and 19 of the Land Records of Grundy County, Illinois.
(the "Property").

The Property consists of four vacant and unimproved, irregularly-shaped located in the Village's C-5 Highway Commercial zoning district, totaling approximately 2.56 acres. Development plans for the Property should conform to the C-5 Highway Commercial zoning district standards and complement existing residential uses in the vicinity of the Property. The property is being sold as-is and the Village makes no representation as to the condition of the Property.

Any person may submit a written sealed bid for the purchase of all or a portion of the Property. The Village will consider bids to purchase all or a portion of the Property. There is no minimum bid. The bids should include a purchase price and a development plan for the Property that details the proposed location and architectural elevation concepts of structures (if any), location of parking (if any), vehicular access points, proposed landscaping and design elements (if any), and an estimated project schedule.

The Village may require the purchaser to enter into a development agreement with the Village that will formalize the terms of the development of the Property in accordance with the winning bidder's plans. The development agreement may also, among other things, formalize the terms of sale, establish the method of legal title conveyance, specify the terms of the development, including any required zoning relief, a timeline for completion of the development, and will be binding on the winning bidder and his or her successors and assigns. The Corporate Authorities may accept any bid determined to be in the best interest of the Village by a vote of 3/4 of the Corporate Authorities then holding office. The Village reserves the right to reject any or all bids and to waive any technicalities in the bidding if it should be deemed in the public interest. These decisions will be final and not subject to recourse. This request for proposals does not obligate the Village to pay any costs incurred by any bidder in the submission of a bid or in making necessary studies or designs for the preparation of that bid.

Sealed bids for the Property shall be marked "SEALED PROPERTY BID" and be sent to Administrator Matt Fritz, Coal City Village Hall, 516 S. Broadway Street, Coal City, IL 60416. Said bids must be received on or before July 23, 2019 at 5:00 p.m. The bids shall be opened and considered in accordance with 65 ILCS 5/11-76-2 at the regular meeting of the Village of Coal City Board of Trustees on July 24, 2019, commencing at 7:00 p.m. at the Village Hall, 516 S. Broadway Street, Coal City, IL 60416. For further information regarding the Property, interested persons may contact Village Administrator Matthew Fritz at 815-634-8608 during regular business hours.

Respectfully submitted,
Pamela Noffsinger, Village Clerk

Published in the Coal City Courant on June 19 and 26 and July 3, 2019.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: August 14, 2019

RE: ADOPTING THE ANNUAL STREET IMPROVEMENT PROJECT FOR FISCAL YEAR 2020

There are many construction projects taking place throughout the community this construction season. However, it is necessary for the Village to annually repair its worst sections of streets and roads with available capital funding in order to prolong the life of the existing infrastructure. The Streets and Alleys Committee reviewed a list of possible repairs and determined the need to increase the crack sealant application to extend the lifetime of roads that remain to have a consistent wear surface and/or were recently repaired and require the seams of the newly finished work to be filled with sealant.

In addition to the patches and repairs, it is timely to extend the intersecting roads in need of resurfacing connected with S. Broadway. These areas include Gordon, Church, & Park Streets. The resurfacing of these areas will result in approximately \$100,000 of the total cost of any available funds to complete these areas simultaneously with the S. Broadway surfacing planned for the beginning of this upcoming Fall. The total projected patching list is currently at \$29,230, but could grow prior to the resurfacing effort to be made in town. An opportunity exists whereby the Village Board may get an existing contractor to extend their bid for additional work to take place and complete S. Broadway along with the adjacent side streets and the patching list all at one time. The existing bid is below market cost and shall provide continuity in the completion of this year's road rehabilitation plan.

Lastly, the Village Board previously allotted \$173,000 for the Phase One Engineering Study to complete Phase One for N. Broadway earlier this year. This expense along with \$27,000 of the existing fund balance shall be utilized for the total roads budget (with the remainder coming from the Capital Fund #38). This necessitates a Resolution to be adopted in order to expend MFT dollars for these purposes within the current year. Upon adoption of this funding source, Chamlin shall request and receive bids to get approximately \$40,000 of crack sealant placed throughout town; \$27,000 of this total is to be paid with MFT funds.

Attached is the planned patch areas. Upon approval of these items, one project remains – the Valerio Street Bridge. This project requires additional study and permissions to ensure it can be completed within budget and in an appropriate manner. This project shall remain an additional item to be considered when the Board can be provided with additional information.

Recommendation:

- 1.) Adopt Resolution No. ____: Approving FY20 Motor Fuel Tax Expenditures.
- 2.) Waive Competitive Bidding, Allowing D Construction to Extend its Unit Pricing to Complete the FY20 Annual Street Rehabilitation Program and Authorize Chamlin Engineering to Gather Bids for Crack Sealant Application.

Coal City Patch List 2019

8/7/19

Patch Locations Provided by CCPW

Street	Width (ft)	Length (ft)	Area (sf)
Fourth Ave & E Divison St	8	26	208
665 N Fourth Ave.	4	14	56
North St. & Lincoln St.	2	3	6
Lincoln St. & E Second St.	9	100	900
220 E First St	20	36	720
35 W. First St.	6	12	72
W. First St. & N. Mary St.	2	2	4
100 block Carbon St.	4	5	20
45 & 65 E. Oak st.	20	48	960
225 W. Desplaines St.	4	7	28
Maple & Mazon St.	10	17	170
W. Oak St. & Dipalo Dr.	12	16	192
851 Covey Ln.	3	84	252
855 Covey Ln.	3	137	411
857 Covey Ln.	3	45	135
859 Covey Ln.	4	68	272
600 Block of Marguerite	10	10	100
1035 E. Fifth Street	18	42	756

Total (sf) 5262

Total (sy) 584.7

Estimated Cost/SY \$50

Total Cost \$29,233.33

2019 (FY20) Local Streets Program

Revenues	391,500	
<u>Fund #38 Capital</u>		
Annual Budgeted Road Construction (38-00-652)		97,000
Engineering Services for Annual Project		19,000
Budgeted N. Broadway Phase One Contribution		30,500
Delayed 5th Ave. Project Contribution		15,000
CVS Contribution		30,000
<u>Fund #15 MFT Current Revenues</u>		
Existing Fund Balance		60,000
Annual Estimated Revenues		140,000
Expenditures	391,500	
<u>Program 15-00 Expenditures (requiring Resolution)</u>		
N. Broadway Phase One Study		173,000
Local Roads Construction Contribution		27,000
<u>Program 38-00 Expenditures</u>		
CBBEL Local Roads Construction (i.e. Church, Park, Gordon)		100,000
Annual Patching/Restoration of Worst Roads		29,230
Preventative Crack Sealant		40,000
Additional Road Funds Available - <u>Valerio Rd. Bridge</u>		22,270



August 6, 2019

Chief Thomas Best
Coal City Police Department
545 South Broadway
Coal City IL 60507

RE: 2019/2020 Annual Siren Maintenance Contract – 2nd Request

Dear Chief Best:

Enclosed is your contract proposal to perform maintenance for the Village of Coal City Outdoor Warning Siren System on an annual basis for the period of May 1, 2019 through April 30, 2020. During this period we will visit each one of your sirens to perform the general maintenance, which is outlined for you in the maintenance contract. As you know, it is important to maintain your sirens to ensure they continue to perform during those times of severe weather when they are needed most. Any minor repairs needed on a siren will be performed immediately while on site to keep your costs down, however additional repair charges will apply. Major repairs found will require preapproval and you would be contacted before any major repairs are performed. **As noted in last year's maintenance, you will need to have some batteries replaced; we have included these costs for your convenience.** If you would prefer not to replace your batteries at this time we can adjust your maintenance contract accordingly but be aware that the sirens with older batteries will have very little or no reserve capacity, which may fail to operate in the event of a utility power failure that is common during severe weather. Please call me to discuss these options in further detail or with any other questions you may have.

After acceptance, sign and return the enclosed contract at your earliest convenience via mail, or scan and email to jvistine@fultonsirenservices.com. Thank you for your prompt attention and continued support.

Sincerely,

John E. Vistine
President / Owner

Fulton Siren Services
Division of J&D Ingenuities LLC
jvistine@fultonsirenservices.com



**Village of Coal City
2019/2020 Outdoor Warning Siren System Annual Maintenance Contract**

This is a contract proposal to perform annual maintenance for your Outdoor Warning Siren System. This includes the following on an annual basis for the fiscal year of May 1, 2019 through April 30, 2020. We will perform the following:

- Clean and check contactors in control cabinets.
- Verify no moisture problems in control cabinets.
- Test Data Radio RF power, frequency, and audio levels.
- Test RTU heater circuit and thermostat.
- Test RTU battery and charger. **Change battery if over five years old or fails load test.*
- Check and verify encode and decode signals on radio system.
- Test each command signal for proper timing and function.
- Test each RTU channel for proper status change reporting.
- Check and test siren batteries and fill with distilled water if necessary. **Change batteries if over five years old or fails load test.*
- Check and test siren charging system and all motor controls.
- Check antenna, antenna cable and connectors.
- Check and test grounding system and provide ground rod reading.
- Test siren head heater circuit and thermostat.
- Inspect all relay contacts and connections.
- Check for any apparent breakage, wear and tear or vandalism and report same to owner.
- Inspect siren equipment for looseness or any condition that may compromise the reliability and useful life of the equipment.
- Perform inspection of surge protections system and notify the owner of deficiencies.
- Growl test performed after completion of preventive maintenance.

This contract includes all labor, equipment and material for general maintenance. **Any defective parts or components found will be repaired or replaced at an additional charge to the owner with an additional labor charge to perform the repair, as noted in last year's maintenance you will need to have some batteries replaced.* This is in addition to the basic contract amount approved, if major repairs are necessary, we will contact the owner for approval.

Annual Amt: \$904.83 Battery Amt: \$109.32 Total Amt: \$1,014.15
 Batteries Included: 1 RTU @ #1
 Two (2) Federal 5Ts & One (1) Federal 2T22

PLEASE! Do not send payment now, this is not a bill. You will be invoiced after maintenance is completed.
 ~~~~~

**PROPOSED BY:**

**ACCEPTED BY:**

*John E. Vistine*

(Sign)

(Sign)

JOHN E. VISTINE

(Print name)

FULTON SIREN SERVICES

(Title)

Date: 8/6/2019

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

**MEMO**

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

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

**MEETING**

**DATE:** August 14, 2019

**RE: LOCAL MATCHING FUNDS EXPENDITURE FOR THE COALER LIFT STATION PROJECT**

Final expenditures for the Coaler Lift Station Replacement Project are expected as follows –

|                     |                  |
|---------------------|------------------|
| Chamlin Engineering | \$ 92,000.00     |
| Stott Construction  | 907,021.75       |
| D Construction      | 134,642.00       |
| NCICG               | <u>20,500.00</u> |
|                     | \$1,154,163.75   |

To date, Stott Construction has completed \$168,235.34 of the total project (first invoice for \$186,927.05 includes a 10% retention) and has prepared an estimate for payment. In order to expedite final payment for this federally funded project, which must be completed by September, the Village shall provide a local match payment for this first request. The remainder of the Stott Construction shall come from DCEO administered federal funds and paid at some point in September/October. This is not problematic since the Village is expected to pay a local match of \$209,453.37 towards this project.

Making this payment shall allow the contractor to get its first payment with the majority to be provided by the DCEO/Ike funding. The remainder of the local match will be spent on the grant administration by NCICG, the last portion of engineering expenses, and minimal amounts remaining for Stott & D Construction as the 10% retention is finalized. These expenses will be taken from a sanitary capital fund.

Stott is nearly completed with D Construction expected to begin constructing and forming the missing portion of Oak Street next week. Gordon Lift Station is expected to be out of service by the end of this week and restoration efforts will commence.

**Recommendation:**

Authorize Payment #1 for Stott Contracting for a Portion of Local Match at the Coaler Lift Station Replacement project totaling \$168,235.34.



# ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 Date June 21, 2019  
 Payable to: Stott Contracting LLC  
6630 Ashton Road  
Morris, Illinois, 60450

Client Village of Coal City  
515 South Broadway, Coal City, IL 60416  
 Project VILLAGE OF COAL CITY  
COALER STREET SANITARY SEWER EXTENSION

| NO. | ITEMS                                               | UNIT     | AWARD |               | COMPLETED |            |               |
|-----|-----------------------------------------------------|----------|-------|---------------|-----------|------------|---------------|
|     |                                                     |          | QTY.  | AMOUNT        | QTY.      | UNIT PRICE | TOTAL         |
|     | <b>BASE BID</b>                                     |          |       |               |           |            |               |
| 1   | Sidewalk Removal                                    | S.F.     | 800   | \$ 2,000.00   |           | 2.50       |               |
| 2   | Lift Station Demolition                             | L. SUM   | 1     | \$ 30,000.00  |           | 30,000.00  |               |
| 3   | PCC Sidewalk, 5 Inch                                | S.F.     | 800   | \$ 9,200.00   |           | 11.50      |               |
| 4   | Driveway Removal And Replacement PCC, 7"            | S.Y.     | 30    | \$ 2,610.00   |           | 87.00      |               |
| 5   | Driveway Removal And Replacement Agg. Surf.         | S.Y.     | 68    | \$ 1,496.00   |           | 22.00      |               |
| 6   | Temporarily Remove Fire Hydrant And Reinstallation  | EA.      | 1     | \$ 4,200.00   |           | 4,200.00   |               |
| 7   | Sanitary Manhole Ty. A, 5' Dia Ty. 1 Fr. & C. Lid   | EA.      | 11    | \$ 86,036.50  | 2         | 7,821.50   | \$ 15,643.00  |
| 8   | Sanitary Manhole Ty. A, 5' Dia Ty. 1 Fr. & C. Lid,  | EA.      | 3     | \$ 27,394.50  |           | 9,131.50   |               |
| 9   | Sanitary Manhole Ty. A, 4' Dia Ty. 1 Fr. & C. Lid   | EA.      | 2     | xx            | xx        | XX         | xx            |
| 10  | 8" PVC SDR-26 Sanitary Sewer                        | L.F.     | 77    | \$ 4,928.00   | 28        | 64.00      | \$ 1,792.00   |
| 11  | 21" PVC SDR-26 Sanitary Sewer                       | L.F.     | 3450  | \$ 430,905.00 | 842       | 124.90     | \$ 105,165.80 |
| 12  | 8" PVC SDR-26 Sanitary Sewer Water Tight Plug       | EA.      | 2     | \$ 250.00     | 2         | 125.00     | \$ 250.00     |
| 13  | 21" PVC SDR-26 Sanitary Sewer Water Tight Plug      | EA.      | 1     | \$ 225.00     |           | 225.00     |               |
| 14  | Sanitary Service Connection                         | EA.      | 6     | \$ 24,558.00  |           | 4,093.00   |               |
| 15  | Trench Backfill                                     | C.Y.     | 1100  | \$ 37,400.00  |           | 34.00      |               |
| 16  | Silt Fence                                          | L.F.     | 100   | \$ 300.00     |           | 3.00       |               |
| 17  | Parkway Restoration, Sodding                        | S.Y.     | 300   | \$ 7,500.00   |           | 25.00      |               |
| 18  | Parkway Restoration, Seeding                        | S.Y.     | 1500  | \$ 19,500.00  |           | 13.00      |               |
| 19  | Class D Patch, 6"                                   | S.Y.     | 100   | \$ 8,000.00   |           | 80.00      |               |
| 20  | Topsoil Excavation And Placement, 18"               | S.Y.     | 3500  | \$ 31,850.00  |           | 9.10       |               |
| 21  | Aggregate Bike Path Repair, 6"                      | S.Y.     | 50    | \$ 1,000.00   |           | 20.00      |               |
| 22  | Exploration Trench                                  | L.F.     | 50    | \$ 2,000.00   |           | 40.00      |               |
| 23  | Miscellaneous Tile Repair                           | L.F.     | 100   | \$ 3,000.00   |           | 30.00      |               |
| 24  | Tree Removal, Over 15"                              | IN. DIA. | 30    | \$ 9,000.00   | 30        | 300.00     | \$ 9,000.00   |
| 25  | Combination Concrete Curb And Gutter M.3-18         | L.F.     | 50    | \$ 2,000.00   |           | 40.00      |               |
| 26  | Comb. Curb Gutter Removal                           | L.F.     | 50    | \$ 750.00     |           | 15.00      |               |
| 27  | Inlet And Pipe Protection                           | EA.      | 9     | \$ 2,250.00   |           | 250.00     |               |
| 28  | Bypass Pumping                                      | L. SUM   | 1     | \$ 20,000.00  | 0.15      | 20,000.00  | \$ 3,000.00   |
|     | <b>TOTAL BASE BID</b>                               |          |       | \$ 768,353.00 |           |            | \$ 134,850.80 |
|     |                                                     |          |       |               |           |            |               |
|     |                                                     |          |       |               |           |            |               |
|     | <b>ALTERNATE #1</b>                                 |          |       |               |           |            |               |
| 1   | Inlets, Type A, Type 1 Frame, Open Lid              | EACH     | 4     | \$ 7,720.00   | 4         | 1,930.00   | \$ 7,720.00   |
| 2   | Precast Reinforced Concrete Flared End Sections 12" | EACH     | 1     | \$ 1,020.00   | 1         | 1,020.00   | \$ 1,020.00   |
| 3   | Storm Sewers, Class B, Type 2, 10"                  | FOOT     | 200   | \$ 11,200.00  | 200       | 56.00      | \$ 11,200.00  |
| 4   | Storm Sewers, Class B, Type 2, 12"                  | FOOT     | 545   | \$ 27,386.25  | 545       | 50.25      | \$ 27,386.25  |
| 5   | Inlet And Pipe Protection                           | EACH     | 5     | \$ 1,250.00   | 5         | 250.00     | \$ 1,250.00   |
|     | <b>TOTAL ALTERNATE #1</b>                           |          |       | \$ 48,576.25  |           |            | \$ 48,576.25  |

# ENGINEER'S PAYMENT ESTIMATE

Estimate No. 1 Date June 21, 2019  
 Payable to: Stott Contracting LLC  
6630 Ashton Road  
Morris, Illinois, 60450

Client Village of Coal City  
515 South Broadway, Coal City, IL 60416  
 Project VILLAGE OF COAL CITY  
COALER STREET SANITARY SEWER EXTENSION

| NO.                 | ITEMS                                 | UNIT | AWARD |               | COMPLETED |            |               |
|---------------------|---------------------------------------|------|-------|---------------|-----------|------------|---------------|
|                     |                                       |      | QTY.  | AMOUNT        | QTY.      | UNIT PRICE | TOTAL         |
| <b>ALTERNATE #2</b> |                                       |      |       |               |           |            |               |
| 1                   | DR-18, C-900 PVC Water Main, 6"       | L.F. | 20    | \$ 1,000.00   |           | 50.00      |               |
| 2                   | DR-18, C-900 PVC Water Main, 8"       | L.F. | 1100  | \$ 65,285.00  |           | 59.35      |               |
| 3                   | Topsoil Excavation And Placement, 18" | S.Y. | 845   | \$ 7,689.50   |           | 9.10       |               |
| 4                   | Fire Hydrant                          | EA.  | 2     | \$ 9,118.00   |           | 4,559.00   |               |
| 5                   | Cut In Connection                     | EA.  | 2     | \$ 7,000.00   | 1         | 3,500.00   | \$ 3,500.00   |
|                     | <b>TOTAL ALTERNATE #2</b>             |      |       | \$ 90,092.50  |           |            | \$ 3,500.00   |
| <b>TOTAL</b>        |                                       |      |       | \$ 907,021.75 |           |            | \$ 186,927.05 |

Dated 6/21/19  
 By B. All

**CHAMLIN**  
 ASSOCIATES, INC.  
 Peru, Ottawa, & Morris Illinois

Total Value of Completed Work \$ 186,927.05  
 Deduct 10% To Be Retained \$ 18,692.71  
 Balance on Completed Work \$ 168,234.35  
 Prev. Pay. Made to Contractor \$ -  
 Net Amt. Due - This Estimate \$ 168,234.35

**MEMO**

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

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

**MEETING**

**DATE:** August 14, 2019

**RE: PAYMENTS FOR ENGINEERING RELATED TO THE S. BROADWAY RECONSTRUCTION PROJECT**

To date, the Village has had any engineering related to the S. Broadway paid from a DCEO Grant being administered by Grundy County for the Phase 2 engineering for this project. This has resulted in \$382,789.62 being paid to date under the related DCEO grant. The remainder of the engineering related to this project is a qualified expense, which is paid 80% with federal funds administered by IDOT, District 3.

The engineering for this project is submitted to the local municipality and then submitted to IDOT for payment. The total amount of engineering requested for payment approval is \$72,501.15; \$14,500.23 of this total shall be the responsibility of Coal City according to the Local Partner Agency Agreement (LPA) required by IDOT to complete this project.

The invoices to be paid include the following:

|                               |     |         |                  |
|-------------------------------|-----|---------|------------------|
| Phase II Engineering Invoice  | #15 | 3/12/19 | \$5,254.04       |
|                               | #16 | 4/10/19 | 2,201.64         |
| Phase III Engineering Invoice | #1  | 4/15/19 | 5,990.98         |
|                               | #2  | 5/8/19  | 11,368.13        |
|                               | #3  | 6/6/19  | 12,832.26        |
|                               | #4  | 7/16/19 | <u>34,854.10</u> |
|                               |     |         | \$72,501.15      |

Money has been set aside within the FY20 Budget for this portion of the engineering to be paid with local funds.

**Recommendation:**

Authorize the Expenditure of Funds to Pay for the Phase II and Phase III Engineering of CBBEL on the S. Broadway Reconstruction Project.

## MEMO

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

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

**MEETING**

**DATE:** August 14, 2019

**RE: ESTABLISHING AN EMERGENCY SICK CALL BANK WITHIN THE  
EMPLOYEE HANDBOOK**

Although the Employee Handbook sets forth the maximum number of hours that can be obtained by full-time employees and a portion of the sick time saved that can be paid out upon retirement, there are no means by which employees may donate accumulated time to aid other employees who may be in need of time due to a catastrophic illness or injury. The Finance Committee recently discussed the addition of this benefit to augment existing employee benefits as a means of allowing employees to assist those employees in need with accumulated benefits.

The addition of this benefit would assist with allowing employees to help each other while the recipient of such donated time would be able to maintain a full paycheck for a bit longer prior to any long-term disability benefit being relied upon to provide a partial paycheck due to such a catastrophic occurrence.

A Finance Committee Meeting was convened to discuss this topic and a recommendation was agreed upon that would keep this benefit on a "per incident" basis rather than the establishment of a permanent standing emergency sick call bank. Such a policy was reviewed by legal, which was a revision from the proposed policy provided at the Finance Committee Meeting.

**Recommendation:**

Adopt an Employee Manual Amendment that would Allow for the Establishment of an Emergency Sick Call Bank According to the Attached Policy.

### Emergency Sick Call Bank

The Village shall establish an Emergency Sick Call Bank to assist full-time employees who suffer from a catastrophic illness or injury or who have a family member who is suffering from a catastrophic illness or injury and who have exhausted all their accumulated leave time (including sick, personal, vacation, compensatory and all other forms of accrued leave time). For purposes of this policy only, a catastrophic illness or injury shall be defined as an acute or prolonged illness or injury that is considered life-threatening or which may result in a disability that prevent the employee from working. This policy shall provide for the continuation of salary and benefits for employees who exhausted all accrued leave time due to a catastrophic illness or injury or due to the catastrophic illness or injury of an immediate family member which shall include, for purposes of this policy only, only the employee's spouse, child (natural, step or adopted) or parent or stepparent.

The sick leave bank shall be opened at the Village's sole discretion when it is apparent to the Village that an employee needs use of the bank. The emergency sick call bank shall be opened, and donations may be made based upon the criteria set forth herein below. When the employee in need has exhausted all available benefits available as set forth herein, or when the employee or his or her family member have recovered from the condition which occasioned the opening of the bank the bank shall become inactive.

Full-time employees shall be eligible to contribute leave to the emergency sick call bank if they have accumulated a minimum of 100 hours of available sick leave. Qualified contributing full-time employees may donate a maximum of 16 hours of sick leave to the sick leave bank. Hours donated to the sick leave bank become the property of the bank upon donation. Employees who choose to donate to the sick leave bank shall not be eligible to request their time back.

Full-time employees may request use of the emergency sick call bank under the following circumstances

- 1.) The Requestor has provided a medical excuse from a doctor stating the employee temporarily cannot perform the essential duties of his/her job.
- 2.) The Requestor has utilized at least 160 hours of leave within the past 5 pay periods (assuming bi-weekly pay periods totaling 10 calendar weeks).
- 3.) The Requestor has exhausted all his/her compensable leave time.

Upon acceptance of the terms, there shall be a repository of available sick time hours (the "emergency sick call bank") made available for utilization by the full-time employee making the request to use the leave bank. The maximum number of hours the Requestor may utilize from the sick leave bank is equal to 15 days of the Requestor's regular compensation. Contribution of employees' time to the sick bank shall remain anonymous as available time is converted into compensation for the Requestor.

The decision to allow the use of benefits provided by this benefit shall be at the sole discretion of the Village. The Village's decision to approve or deny leave use from the emergency sick call

bank shall be final and unappealable. Any employee who has been counseled for or disciplined because of sick leave abuse shall not be eligible to use the sick leave bank.



A Professional Corporation  
175 E. Hawthorn Parkway, Suite 145  
Vernon Hills, IL 60061  
www.ancelglink.com

Robert T. McCabe  
rmccabe@ancelglink.com  
(P) 847.856.5432  
(F) 847.247.7405

## MEMORANDUM

**To:** Village of Coal City  
**CC:** Mark Heinle  
**From:** Robert McCabe  
**Subject:** Sick Leave Banks  
**Date:** July 23, 2019

---

### Background

In recent years, many employers have considered and adopted sick leave bank policies for employees who have suffered catastrophic illnesses or injuries. These policies provide continuity in salary and benefits for employees who have exhausted all their paid leave due to their catastrophic illness or injury or that of a family member. Typically, these programs are voluntary and involve allowing an employee to donate accrued hours of sick leave time (or vacation or personal leave time) for the benefit of other employees in need who have exhausted all of their accrued time.

While sick leave banks have many positive impacts for employers, there are also some potential negative consequences involved with having this benefit. The following information is provided to allow the Village to consider both the positive and negative aspects of establishing and maintaining a sick leave bank and to provide some guidance regarding some best practices for establishing and administering such a policy.

### The Necessity of a Clear Policy

If an employer is considering a sick leave bank, the employer should have a clear written policy covering all aspects of the bank including but not limited to membership, eligibility to receive leave from the bank, procedures to apply for leave, administration of the sick leave bank, appeal procedures, definitions, examples of catastrophic illnesses or injuries, payment of the leave and termination of the sick leave bank. It is our opinion that having a policy is imperative to avoiding a myriad of potential issues that may arise from not having a written framework for the sick leave bank.

ANCEL GLINK

July 23, 2019

Page 2

In this case, the Village should first decide if it wants to establish a leave bank as an ongoing benefit to employees or if it wants to establish an "as needed" leave bank. The "as needed" leave bank would open and close with the existence of an employee in need. A permanent leave bank is likely easier to administer than an "as needed" bank because the employer will not be opening and closing the bank whenever an employee is in need. Doing so would necessitate the "refund" of unused banked time which could be an administrative nuisance. But the Village should determine what type of bank will best suit its needs.

After the Village decides whether the bank will be permanent or "as needed", the next step in developing a policy will be to determine the membership guidelines. Such issues as how much accumulated leave an employee must have to be able to donate to the bank and how much the maximum allowable donation will be should be considered. For a permanent bank, annual deductions of leave can be done at the same time every year. The Village should be cognizant of the need to make sure that employees keep enough accrued leave for themselves should they suffer an illness or injury. Further, the Village will need to consider whether employees will be allowed to donate other types of leave as well as sick leave (vacation, personal) which will be discussed further below. Finally, the Village will need to clearly specify that participation in the sick leave bank is strictly voluntary, but employees who do not participate in donating to the bank are not eligible to withdraw leave from the bank.

The Village will also need to consider when an employee is eligible for a leave donation (withdrawal from the bank). Eligibility should include such things as being a member of the bank, exhaustion of all of one's own leave balances (vacation, sick, personal) and having a documented qualifying catastrophic illness or injury.

Next the Village must consider the procedures necessary when applying to withdraw from the leave bank. In this instance, uniformity is the key to avoiding potential allegations of discriminatory application of the policy. By uniformity, we mean having a uniform form on which employees must make their request for leave which requires each employee requesting to withdraw leave from the bank to supply the same information. We also encourage the establishment and use of a set of guidelines for considering when the leave withdrawal will be allowed and when it will not. Some employers use a committee to review applications for leave bank withdrawals. This process, while more cumbersome, does provide the benefit of having different perspectives for review of the application.

The Village should also set forth guidelines regarding who will administer the bank. Typically, this is done by an employer's human resources department. The administration section of the policy should also include such things as when donations



ANCEL GLINK

July 23, 2019

Page 3

are made (preferably on an annual basis because it will be easier to administer), who will monitor use and who will maintain records regarding the bank.

Some policies contain appeal procedures if a request to withdraw leave from the bank is denied. We do not recommend an appeal process. The decision of the decisionmaker, be it the head of HR or a committee established by the employer, should be final.

The policy should obviously contain definitions of catastrophic injury and illness. It should also specify who shall be considered "immediate family" for withdrawing leave under the policy. Some policies also contain examples of catastrophic illnesses or injuries. If examples are used, the policy should be clear that the list of examples is not an all-inclusive list.

The Village should also consider having a list of potential exclusions related to the leave bank. This may include such things as donating leave for a particular employee (which we do not recommend), elective surgeries, most pregnancy related issues, workers compensation and disability leave situations and employees who have a history of sick leave abuse or misuse.

The policy should also contain specifications regarding how withdrawals of leave from the leave bank will be handled. This section of the policy should include such things as maximum allowable deduction on an annual basis, that leave will be paid at the requesting employees' regular rate of pay with all existing deductions and that any day requested but not necessary will remain in the leave bank.

Finally, the policy should discuss when an employee's use of the sick leave bank hours will terminate. This would include when the employee leaves the employer, the death of the employee, when the employee is cleared by their health care provider to return to work and when the maximum available benefit has been used.

The guidelines set forth in this memorandum are only guidelines. Employers have a variety of options in adopting and administering sick leave bank policies. Those set forth above are guidelines that we consider to be important in the adoption and maintenance of such policies. They are not all inclusive and the policy can certainly be specifically tailored to meet the Village's needs. The one thing that we do believe to be an absolute necessity is to have a policy in place.

### **Positive Aspects of Sick Leave Banks**

Having discussed the necessity of and general framework of a sick leave bank policy, we turn next to the positive aspects of having such a policy.

ANCEL GLINK

July 23, 2019

Page 4

First, there is no question that having a sick leave bank policy demonstrates an acknowledgement on the part of the employer that employees and their families should not be without income and benefits in times of serious need. This is something that not only helps in retaining current employees, but also may help the Village to recruit new employees when presented as an incentive or benefit offered by the Village.

Second, the creation of a sick leave bank allows employees to help fellow employees. Many employees want to help their co-workers who are in need during a time of crisis but simply lack the financial means to do so. By allowing employees the ability to contribute leave time to a leave bank, employers provide their employees with a way to help co-workers in need.

Third, allowing employees to donate "use or lose" time takes some of the negative perception out of the "use or lose" policy. For employers who have valid "use or lose" vacation policies, the donation of time that would otherwise be "lost" can be particularly beneficial as a positive for the employee rather than a perceived negative. Employees typically do not like to "lose" anything, be it vacation time, personal time, pay etc. Thus, allowing employees to contribute time that they would otherwise lose to a leave bank that provides a genuine benefit takes away the sting of "losing" time. The time is not "lost," it is instead donated to a good cause. This is another valid positive aspect of a leave bank. To be clear, we are not suggesting that employees be allowed to donate all time that they would otherwise lose under a "use or lose" policy. There should always be a maximum set for annual donations to the leave bank, and employees should not be allowed to exceed the maximum donation.

In the end, a sick leave bank is another benefit provided by the employer to its employees. All employers do not have sick leave banks, so the ones that do have something else to offer when recruiting new employees. And as stated above, having a leave bank sends the message to existing employees that the employer cares about their well being and that of their families.

### **Negative Aspects of Sick Leave Banks**

While there are clearly many positive aspects to maintaining a sick leave bank, we would be remiss if we did not discuss some of the negative aspects of maintaining such a bank.

First, there are financial considerations involved with establishing a leave bank. When an employee donates a sick leave "day" it has a distinct value. For instance, if a newly hired employee who makes \$18.00 per hour donates a day of sick leave, the value of

ANCEL GLINK

July 23, 2019

Page 5

the donated "day" is \$144.00. If the recipient of the donated "day" is a senior member of a department who earns \$37.00 per hour, the use of that "day" costs the Village \$296.00, more than double its original value. The Village should consider that those who have an excess of sick leave days will be typically be healthier and often younger employees who are paid less than those who need to use the donated days who will often be more senior higher paid employees. The Village simply cannot accurately budget for the "expenditure" of donated leave because it cannot know who will need the leave and when. To properly budget for the use of the leave in the bank, the employer would likely have to value the balance of the leave in the bank at the pay rate of the highest paid employee who may be eligible to use the leave.

Second, while there is a definite incentive to allowing employees to donate vacation or personal time that would otherwise be "lost" under a "use it or lose it" policy, the benefit to having such a policy is not allowing employees to accrue and then be paid for unlimited vacation time upon termination. While the leave donated to a sick leave bank may never be used or may be used at a dollar value lower than the value to the person donating the leave, there is a very real possibility that it will be used at some point. Thus, some of the value of the "use it or lose it" policy as applied to vacation and personal time is lost. This time could still be donated, but it should be capped at a certain number of days per year, probably a maximum of one per employee.

Third, the sick leave bank is something that will have to be monitored. This means extra work for someone at the Village who will have to account for donations, withdrawals and general recordkeeping for the bank. This should be factored into the other financial considerations attendant to establishing the bank when determining whether it is truly in the best interests of the Village to establish this benefit.

Fourth, there are potential privacy issues associated with a sick leave bank. As stated above, when establishing a sick leave bank policy, employers should do their best to make sure that procedures and requirements for the use of banked time are uniform and uniformly applied. To qualify to use the bank, employees should be required to prove that they have a "catastrophic" illness or injury as defined by the policy. To do this, employees will have to disclose confidential health information and the employer will be responsible for maintaining that information confidentially. This means that the employer cannot discuss who is receiving sick leave donations or why they are receiving them.

Finally, as discussed earlier it will be necessary to maintain uniform procedures for membership in the sick leave bank as well as for withdrawals from the sick leave bank. Failure to treat all employees the same may result in claims of discrimination. For this reason, individual directed donations are strongly discouraged. Donations for particular

ANCEL GLINK

July 23, 2019

Page 6

individuals can result in animosity amongst employees thereby destroying the “good will” aspects of having the sick leave bank.

### **Conclusion**

The foregoing discussion makes it clear that there are some significant benefits and drawbacks to establishing a sick leave bank. The Village will need weigh and consider all these issues in deciding how to proceed.

Should the Village decide that the creation of a sick leave bank is something that it would like to move forward with, we can certainly assist in the tailoring of a specific policy designed to address the Village’s needs while at the same time minimizing the Village’s exposure to potential liability.

Coal City Police Department  
Weekly Summary of Activities  
Thursday 07-25-19 – Wednesday 07-31-19

During this period, there were 42 calls for service, 28 verbal warnings and 1 assist Grundy County Sheriff's Dept.

**Significant Incidents**

07-25-19 at 5:57 PM, police responded to an E. North St. residence for a theft over \$500.00 report. The complainant stated after logging into his on line banking he noticed several checks processed that was not written by him. He went onto say he has three checking accounts from different branches and cannot find any of his checkbooks and a bottle of prescription medication. He was able to provide police with the name of a possible suspect who was the last to be in the residence. Police are continuing to investigate this incident.

07-29-19 at 2:49 PM, police responded to the police department for a complaint regarding the complainant's ex-wife and daughter. The complainant stated he has received past due notices for medical appointments his ex-wife made for his daughter and not reported on Family-Wizard which is court ordered. The complainant also stated his ex-wife has been defrauding medical facilities in the area for several months now. The complainant accused his ex-wife of child neglect and police strongly encouraged him to call and make a report to DCFS if he suspects his daughter is being neglected.

**Arrest Incidents**

|                                      |   |
|--------------------------------------|---|
| Speeding                             | 5 |
| Suspended D.L.                       | 2 |
| Operating an Uninsured Motor Vehicle | 2 |
| Disobeying a Stop Sign               | 1 |
| Dog Running @ Large                  | 1 |
| Following Too Closely                | 1 |
| Expired Registration                 | 1 |
| Expired D.L.                         | 1 |

Coal City Police Department  
Weekly Summary of Activities  
Thursday 08-01-19 – Wednesday 08-07-19

During this period, there were 45 calls for service, 32 verbal warnings and 0 assist Grundy County Sheriff's Dept.

**Significant Incidents**

08-02-19 at 12:34 AM, police responded to an E 1<sup>st</sup> St. for a domestic disturbance. The complainant stated he and his fiancée were involved in a verbal domestic disturbance and after his fiancée, left he noticed the windshield of his vehicle and hers were broken with a brick. While speaking with the complainant the female returned to the residence and the complainant stated he broke this windshields not his fiancée. The female did not wish to pursue charges and police cleared from the call.

08-06-19 at 8:21 PM, police responded to a W. Elm St. apartment to remove a subject. The complainant stated his ex-girlfriend who still resides at the resident has a male there and he wanted him removed. Police spoke with the male who agreed to leave the residence

08-07-19 at 11:14 AM, police received an anonymous complaint regarding stray cats in the W. Willow St. area. The complainant stated there is one person in particular is feeding them. Speaking with the resident, he stated none of the cats was his but did admit to putting out several bowls of food because he does not want them to starve. Police advised him in the future to attempt to catch any strays to help curb the problem.

**Arrest Incidents**

|                                                                 |   |
|-----------------------------------------------------------------|---|
| Suspended D.L.                                                  | 1 |
| Expired Registration                                            | 1 |
| Operating a hand held device while driving                      | 1 |
| Operating a hand held device while driving in Construction Zone | 1 |
| Speeding                                                        | 7 |
| Illegal Transportation of Alcohol                               | 1 |
| Disobeying a Traffic Control Device                             | 1 |
| Disobeying a Stop Sign                                          | 1 |
| Dog Running at Large                                            | 1 |
| Improper Backing                                                | 1 |
| Operating uninsured Motor Vehicle                               |   |

2019 TOTAL CALLS

|             | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|-------------|------|------|-------|-------|-----|------|------|------|-------|------|------|------|--------|
| CLARK       | 5    | 4    | 10    | 4     | 4   | 23   | 10   |      |       |      |      |      | 60     |
| DILLON      | 95   | 107  | 124   | 107   | 77  | 52   | 50   |      |       |      |      |      | 612    |
| HARSEIM     | 57   | 41   | 35    | 38    | 19  | 30   | 52   |      |       |      |      |      | 272    |
| IMHOF       | 30   | 5    | 39    | 11    | 11  | 96   | 37   |      |       |      |      |      | 229    |
| JONES       | 107  | 106  | 29    | 66    | 120 | 35   | 58   |      |       |      |      |      | 521    |
| KASHER      | 138  | 74   | 185   | 90    | 50  | 28   | 66   |      |       |      |      |      | 631    |
| LOGAN       | 44   | 20   | 34    | 25    | 34  | 2    |      |      |       |      |      |      | 159    |
| MAZZONE     |      | 120  | 146   | 102   | 118 | 120  | 153  |      |       |      |      |      | 759    |
| MORAN       | 89   | 59   | 54    | 66    | 25  | 67   | 56   |      |       |      |      |      | 416    |
| ROTH        | 213  | 220  | 247   | 162   | 167 | 153  | 103  |      |       |      |      |      | 1265   |
| SASSENGER   |      |      |       | 9     | 111 | 119  | 108  |      |       |      |      |      | 347    |
| BRILEY      |      |      |       |       |     |      |      |      |       |      |      |      |        |
| BUTTERFIELD |      |      | 4     |       | 1   |      | 2    |      |       |      |      |      | 7      |
| PAQUETTE    |      |      |       |       |     | 1    | 2    |      |       |      |      |      | 3      |
| ROACH       |      |      |       |       |     |      |      |      |       |      |      |      |        |
| SHUGART     | 17   | 15   | 24    | 28    | 21  | 10   | 3    |      |       |      |      |      | 118    |
| TOTAL       | 795  | 771  | 931   | 708   | 758 | 736  | 700  |      |       |      |      |      | 5399   |

2019 CALL REQUIRING A REPORT

|              | JAN.       | FEB.       | MARCH      | APRIL      | MAY        | JUNE       | JULY       | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS      |
|--------------|------------|------------|------------|------------|------------|------------|------------|------|-------|------|------|------|-------------|
| CLARK        | 4          | 3          | 5          | 2          | 2          | 16         | 6          |      |       |      |      |      | 38          |
| DILLON       | 17         | 18         | 21         | 24         | 16         | 25         | 20         |      |       |      |      |      | 141         |
| HARSEIM      | 31         | 25         | 15         | 18         | 8          | 19         | 23         |      |       |      |      |      | 139         |
| IMHOF        | 15         | 1          | 20         | 7          | 6          | 50         | 14         |      |       |      |      |      | 113         |
| JONES        | 55         | 54         | 15         | 26         | 43         | 17         | 34         |      |       |      |      |      | 244         |
| KASHER       | 17         | 15         | 25         | 18         | 13         | 15         | 31         |      |       |      |      |      | 134         |
| LOGAN        | 25         | 16         | 24         | 19         | 19         | 2          |            |      |       |      |      |      | 105         |
| MAZZONE      |            | 25         | 38         | 36         | 41         | 38         | 49         |      |       |      |      |      | 227         |
| MORAN        | 58         | 34         | 28         | 40         | 46         | 31         | 31         |      |       |      |      |      | 268         |
| ROTH         | 28         | 27         | 44         | 31         | 45         | 26         | 31         |      |       |      |      |      | 232         |
| SASSENGER    |            |            |            | 6          | 41         | 44         | 42         |      |       |      |      |      | 133         |
| BRILEY       |            |            |            |            |            |            |            |      |       |      |      |      | 5           |
| BUTTERFIELD  |            |            | 2          |            | 1          |            | 2          |      |       |      |      |      | 2           |
| PAQUETTE     |            |            |            |            |            | 1          | 1          |      |       |      |      |      |             |
| ROACH        |            |            |            |            |            |            |            |      |       |      |      |      | 85          |
| SHUGART      | 14         | 11         | 17         | 15         | 14         | 7          | 7          |      |       |      |      |      | 85          |
| <b>TOTAL</b> | <b>264</b> | <b>229</b> | <b>254</b> | <b>242</b> | <b>295</b> | <b>291</b> | <b>291</b> |      |       |      |      |      | <b>1866</b> |



2019 TRAFFIC CITATIONS

|             | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|-------------|------|------|-------|-------|-----|------|------|------|-------|------|------|------|--------|
| CLARK       |      |      |       |       |     |      |      |      |       |      |      |      |        |
| DILLON      |      |      |       |       |     |      |      |      |       |      |      |      |        |
| HARSEIM     | 2    |      |       | 1     | 1   |      | 1    |      |       |      |      |      | 5      |
| IMHOF       | 5    |      | 5     | 1     | 1   | 6    | 6    |      |       |      |      |      | 24     |
| JONES       | 15   | 26   | 8     | 20    | 18  | 11   | 20   |      |       |      |      |      | 118    |
| KASHER      |      |      | 1     |       |     |      | 1    |      |       |      |      |      | 2      |
| LOGAN       |      | 1    |       |       | 2   |      |      |      |       |      |      |      | 3      |
| MAZZONE     |      |      | 12    | 4     | 2   | 4    | 5    |      |       |      |      |      | 27     |
| MORAN       | 13   | 12   | 16    | 17    | 14  | 9    | 10   |      |       |      |      |      | 91     |
| ROTH        | 3    | 3    | 2     | 6     | 3   | 3    | 3    |      |       |      |      |      | 23     |
| SASSENGER   |      |      |       |       | 8   | 15   | 9    |      |       |      |      |      | 32     |
| BRILEY      |      |      |       |       |     |      |      |      |       |      |      |      |        |
| BUTTERFIELD |      |      |       |       |     |      |      |      |       |      |      |      |        |
| PAQUETTE    |      |      |       |       |     |      |      |      |       |      |      |      |        |
| ROACH       |      |      |       |       |     |      |      |      |       |      |      |      |        |
| SHUGART     |      |      |       |       |     |      |      |      |       |      |      |      |        |
| TOTAL       | 38   | 42   | 44    | 49    | 49  | 48   | 55   |      |       |      |      |      | 325    |

### 2019 VERBAL WARNINGS

|              | JAN.      | FEB.      | MARCH     | APRIL     | MAY        | JUNE       | JULY       | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS     |
|--------------|-----------|-----------|-----------|-----------|------------|------------|------------|------|-------|------|------|------|------------|
| CLARK        |           |           | 2         | 1         |            |            | 1          |      |       |      |      |      | 4          |
| DILLON       | 1         | 1         |           | 5         | 6          |            | 8          |      |       |      |      |      | 21         |
| HARSEIM      |           | 3         | 2         | 3         | 1          | 2          | 1          |      |       |      |      |      | 12         |
| IMHOF        | 1         | 1         | 4         | 1         |            | 18         | 11         |      |       |      |      |      | 36         |
| JONES        | 28        | 32        | 5         | 26        | 41         | 9          | 12         |      |       |      |      |      | 153        |
| KASHER       |           | 2         | 8         | 7         | 1          | 3          | 4          |      |       |      |      |      | 25         |
| LOGAN        |           | 1         | 2         |           | 5          |            |            |      |       |      |      |      | 8          |
| MAZZONE      |           | 8         | 18        | 29        | 11         | 18         | 12         |      |       |      |      |      | 96         |
| MORAN        | 10        | 8         | 10        | 11        | 7          | 4          | 3          |      |       |      |      |      | 53         |
| ROTH         | 12        | 27        | 23        | 15        | 24         | 29         | 13         |      |       |      |      |      | 143        |
| SASSENGER    |           |           |           |           | 7          | 31         | 35         |      |       |      |      |      | 73         |
| BRILEY       |           |           |           |           |            |            |            |      |       |      |      |      |            |
| BUTTERFIELD  |           |           |           |           |            |            |            |      |       |      |      |      |            |
| PAQUETTE     |           |           |           |           |            |            |            |      |       |      |      |      |            |
| ROACH        |           |           |           |           |            |            |            |      |       |      |      |      |            |
| SHUGART      |           |           |           | 1         |            |            |            |      |       |      |      |      | 1          |
| <b>TOTAL</b> | <b>52</b> | <b>83</b> | <b>74</b> | <b>99</b> | <b>103</b> | <b>114</b> | <b>100</b> |      |       |      |      |      | <b>625</b> |

2019 P-TICKETS

|              | JAN.     | FEB.     | MARCH    | APRIL    | MAY      | JUNE     | JULY     | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS    |
|--------------|----------|----------|----------|----------|----------|----------|----------|------|-------|------|------|------|-----------|
| CLARK        |          |          |          |          |          |          |          |      |       |      |      |      |           |
| DILLON       |          |          |          |          |          |          | 1        |      |       |      |      |      | 1         |
| HARSEIM      |          |          |          |          |          |          |          |      |       |      |      |      |           |
| IMHOF        |          |          |          |          |          |          |          |      |       |      |      |      |           |
| JONES        |          | 2        |          |          | 2        |          |          |      |       |      |      |      | 4         |
| KASHER       |          | 1        |          |          |          |          |          |      |       |      |      |      | 1         |
| LOGAN        |          |          |          |          |          |          |          |      |       |      |      |      |           |
| MAZZONE      |          |          |          |          |          |          |          |      |       |      |      |      |           |
| MORAN        |          |          | 1        |          | 3        | 3        | 1        |      |       |      |      |      | 8         |
| ROTH         | 1        |          |          | 1        |          |          |          |      |       |      |      |      | 2         |
| SASSENGER    |          |          |          |          |          | 1        |          |      |       |      |      |      | 1         |
| BRILEY       |          |          |          |          |          |          |          |      |       |      |      |      |           |
| BUTTERFIELD  |          |          |          |          |          |          |          |      |       |      |      |      |           |
| PAQUETTE     |          |          |          |          |          |          |          |      |       |      |      |      |           |
| ROACH        |          |          |          |          |          |          |          |      |       |      |      |      |           |
| SHUGART      |          |          |          |          |          |          |          |      |       |      |      |      |           |
| <b>TOTAL</b> | <b>1</b> | <b>3</b> | <b>1</b> | <b>1</b> | <b>6</b> | <b>4</b> | <b>2</b> |      |       |      |      |      | <b>18</b> |