

COAL CITY VILLAGE BOARD MEETING

**WEDNESDAY
OCTOBER 12, 2016
7 P.M.**

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes-September 28, 2016
4. Approval of Warrant List
5. Public Comment
6. Ordinance 16-28 Adoption of a Travel Expense Reimbursement Policy
7. Resolution 16-13 Authorizing the Release of Certain Executive Session Minutes
8. Authorizing the Mayor to enter into an Agreement with Exelon for Utilization of Off Duty Police Officers and Services
9. Report of Mayor

10. Report of Trustees:
 - T. Bradley
 - J. Wren
 - D. Togliatti
 - D. Greggain
 - R. Bradley
 - N. Nelson
11. Report of Village Clerk
12. Report of Village Attorney
13. Report of Village Engineer
14. Report of Chief of Police
15. Report of Village Administrator
 - A. E911 Communications Upgrade Update
16. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 12, 2016

**RE: ADOPTING MAXIMUM EXPENDITURES RELATED TO TRAVEL
EXPENDITURES**

The State of Illinois adopted PA 099-0604, which requires municipalities within the State to adopt a travel reimbursement policy. The Village of Coal City has already been utilizing a travel reimbursement form that sets certain maximum amounts per meal and utilizes the IRS mileage reimbursement for miles travelled. This ordinance shall set a maximum daily allowance according to the US General Services Administration (USGSA) Standard.

If a certain location or conference opportunity exceeds the USGSA standard, the Village Board may formally act to exceed the amount allotted in order to comply should a conflict arise wherein the amount to be expended exceeds the limits set by the USGSA.

Recommendation:

Adopt Ordinance No. ____: Setting a Maximum Travel Expense Policy.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE ESTABLISHING A TRAVEL REIMBURSEMENT POLICY
IN ACCORDANCE WITH
THE LOCAL GOVERNMENT TRAVEL EXPENSE CONTROL ACT
(P.A. 99-0604)**

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

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

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

on _____, 2016

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING A TRAVEL REIMBURSEMENT POLICY
IN ACCORDANCE WITH
THE LOCAL GOVERNMENT TRAVEL EXPENSE CONTROL ACT
(P.A. 99-0604)**

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

WHEREAS, Public Act 99-604 established the Local Government Travel Expense Control Act, which requires all non-home rule units of local government to adopt by resolution or ordinance a policy governing reimbursement of all travel, meal, and lodging expenses of officers and employees; and

WHEREAS, the President and Board of Trustees of the Village of Coal City hereby find it to be in the best it interest of the Village of Coal City to adopt such a policy;

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. Expense Reimbursement Policy. The President and Board of Trustees of the Village of Coal City establish the following policy governing reimbursement of all travel, meal, and lodging expenses:

Policy Governing Reimbursement of Employee and Officer Travel, Meal and Lodging

Expenses

A. Purpose.

The Village of Coal City will reimburse employee and officer travel, meal, and lodging expenses incurred in connection with pre-approved travel, meal, and lodging expenses incurred on behalf of the Village of Coal City. Employees and officers are expected to exercise the same care in incurring expenses for official business as a prudent person would in spending personal funds.

B. Definitions.

"Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

"Travel" means any expenditure directly incident to official travel by employees and officers of the Village of Coal City or by wards or charges of the Village of Coal City involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

C. Authorized Types of Official Business.

Travel, meal and lodging expenses shall be reimbursed for employees and officers of Village of Coal City only for purposes of official business conducted on behalf of the Village of Coal City, which includes but is not limited to off-site or out-of-town meetings related to official business and pre-approved seminars, conferences and other educational events related to the employee's or officer's official duties.

D. Expense Categories.

Airfare – Travelers are expected to obtain the lowest available airfare that reasonably

meets business travel needs. Travelers are encouraged to book flights at least thirty (30) days in advance to avoid premium airfare pricing. Only coach or economy tickets will be paid or reimbursed. The traveler will pay for the difference between higher priced tickets and coach or economy tickets with his or her personal funds.

Personal Automobiles – Travelers must check to see if a Village vehicle is available before asking for approval to use their personal vehicles. Use of a personal vehicle for business must be approved prior to the use. Mileage reimbursement will be based on mileage from the work location office to the off-site location of the official business, not from the employee's or officer's residence. When attending a training event or other off-site official business directly from an employee's or officer's residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is greater than the employee's or officer's normal commute, reimbursement will be paid based on the differential of the commute less the mileage of a normal commute to the workplace. An employee or officer will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach airfare ticket if they drive to a location for which airfare would have been less expensive.

Automobile Rentals – Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as limited in this section. Travelers using rental cars to conduct official business are required to purchase insurance through the rental agency. Car rental insurance will cover the vehicle during personal use, e.g., using the vehicle after the conference has ended. Compact or mid-size cars are required for two or fewer employees or officers traveling together and a full-size vehicle may be used for three or more travelers. The traveler must refuel the vehicle before returning it to the rental company.

Other Transportation – The traveler should utilize hotel shuttle service or other shuttle

services, if available. If none are offered, the use of the most economic transportation is encouraged.

Hotel/Motel Accommodations – The traveler will be reimbursed for a standard single-room at locations convenient to the business activity. In the event of a change in plans or a cancellation, the traveler must cancel the hotel/motel reservation so as not to incur cancellation charges. Cancellation charges will not be reimbursed by the Village unless approved by a vote of the Village Board of Trustees

Meals Meal reimbursement is limited to the current U.S. General Services Administration (GSA) regulations in place at the time the expense is occurred. Prior approval by the Village of Coal City Board of Trustees and submission of receipts are required for per diem allowances. Meals provided by the conference or seminar should be deducted from the per diem allowance. Partial reimbursement may be made for departure and return days based on time. Meals during in-state travel that does not include an overnight stay will be reimbursed for actual cost not to exceed the GSA regulations.

Vacation in Conjunction with Business Travel – In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Travel, Meal, and Lodging Expense Report form and paid by the traveler.

Accompanied Travel – When a traveler is accompanied by others not on official business, any lodging, transportation, meals or other expenses above those incurred for the authorized traveler will not be reimbursed by the Village of Coal City.

Parking – Parking fees at a hotel/motel will be reimbursed only with a receipt.

E. Approval of Expenses.

- 1. Expenses for Members of the Corporate Authorities.** Travel, meal,

and lodging expenses incurred by any member of the Corporate Authorities of the Village of Coal City must be approved by a majority roll-call vote of the Village Board of Trustees at an open meeting of the Village Board.

2. Expenses for Officials or Employees Other than Members of the Board of Trustees. Travel, meal, and lodging expenses incurred by any official or employee in excess of the then-current per diem rate established by the GSA for Chicago (\$286.00 per day as of October, 2016) must be previously approved in an open meeting by a majority roll-call vote of the Village Board of Trustees at an open meeting of the Village Board.

3. Advanced Expenses. Travel, meal, and lodging expenses advanced as a per diem to any employee or any member of the Corporate Authorities of the Village of Coal City must be approved by roll call vote at an open meeting of the Village of Coal City Board of Trustees prior to payment. Documentation of expenses must be provided in accordance with Sections C, D and F of this policy, and any excess from the per diem must be repaid.

F. Documentation of Expenses.

Before an expense for travel, meals, or lodging may be approved under Section E of this Policy, the following minimum documentation must first be submitted, in writing, to the Corporate Authorities of the Village of Coal City on a Travel, Meal, and Lodging Expense form:

(1) an estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred;

(2) the name of the individual who received or is requesting the travel, meal, or lodging expense;

(3) the job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and

(4) the date or dates and nature of the official business for which the travel, meal, or lodging expense was or will be expended.

All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act.

The Village of Coal City hereby adopts as its official standardized form for the submission of travel, meal, and lodging expenses the Travel, Meal, and Lodging Expense Report form attached hereto and incorporated herein as Exhibit A.

G. Entertainment Expenses.

No employee or officer shall be reimbursed for any entertainment expense, unless ancillary to the purpose of the program, event or other official business.

SECTION 3. Repealer. All ordinances in conflict herewith are hereby repealed and superseded to the extent of such conflict.

SECTION 4. Saving Clause. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. 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 _____, 2016, at Coal City,
Grundy and Will Counties, Illinois.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

AYES:

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT A

Attached on following pages

Village of Coal City

**TRAVEL, MEAL AND LODGING EXPENSE
REIMBURSEMENT FORM**

Name of Official or Employee: _____

Title/Position of Official or Employee: _____

Name and Date of the Activity/Event: _____

Check Number (if applicable): _____

Credit Card Receipt Number (if applicable): _____

Description of the purpose of the expense:

Reimbursement Expense (Estimated Costs or Actual Costs with receipts, if applicable):

Mileage: _____

Meals: _____

Parking: _____

Hotel/Lodging: _____

Car rental: _____

Airfare: _____

Other Transportation (bus, train, taxi, shuttle, etc): _____

Employee's/Officer's Signature: _____

Date: _____

Administrator's Authorization: _____

Date: _____

ATTACH ALL RECEIPTS

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 12, 2016

RE: ANNUAL REVIEW OF EXECUTIVE SESSION MEETING MINUTES

The Village must review its Approved Executive Session Minutes at least twice annually to determine whether past executive session minutes can be released for distribution and granted access to the public. It is necessary for the Village to consider this in order to be timely with its review. Village Attorney Heinle will finish the review prior to the Regular Board Meeting and append additional minutes within the Attachment as necessary.

Recommendation:

Adopt Ordinance No. ____: Releasing Certain Executive Session Meeting Minutes for Public Inspection.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION NUMBER _____

**A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE
SESSION MINUTES**

TERRY HALLIDAY, President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on _____, 2016

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE
SESSION MINUTES**

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

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

WHEREAS, the Village Clerk has kept written minutes and audiotapes of all such executive sessions; and

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

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

WHEREAS, the Corporate Authorities have found and determined that a need for confidentiality still exists in order to protect the public interest or the privacy of individuals with respect to the executive session minutes from all other closed session meetings not set forth in Exhibit A;

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

SECTION 1. RECITALS.

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

SECTION 2. ENACTMENT.

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

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

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

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

SECTION 5. EFFECTIVE DATE.

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

SO RESOLVED this _____ day of _____, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

Executive Session Minutes Approved for Release

To be completed in supplemental version prior to 10/12 Board Meeting

4848-6695-0202, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 12, 2016

RE: SPECIAL POLICE DETAIL FOR EXELON

During certain high employee volume occasions, Exelon Corporation employs area police departments in order to provide security and direct traffic within the parking areas. The Village of Coal City utilizes a special detail agreement by which the Village invoices Exelon and then pays the off-duty police officers for their time out at Dresden Station. This year's outage is set to take place between October 24th and November 16th.

Recommendation:

Authorize Mayor Halliday to enter into an agreement regulating the Special Police Detail to be provided for Exelon by the Coal City Police Department employees.

**VILLAGE OF COAL CITY
SPECIAL POLICE DETAIL AGREEMENT**

This Special Police Detail Agreement (the "Agreement") is made and entered into this 24th day of October, 2016, by and between the Village of Coal City, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois and located in Grundy and Will Counties, Illinois ("Village") and Exelon Corporation, a Pennsylvania corporation headquartered in Chicago, Illinois ("Exelon").

WHEREAS, the Village maintains a police department and its officers are licensed and trained as police officers; and

WHEREAS, the Village has complied with all training and licensing requirements for its police officers pursuant to state and federal laws so that it may agree to provide security services to Exelon; and

WHEREAS, Exelon desires to employ off-duty police officers employed by the Village to provide security services as more particularly provided herein at its facilities located at the Dresden Generating Station, 6500 North Dresden Road, Morris, Illinois 60450-9765; and

WHEREAS, the Village finds and determines that providing the security services in accordance with the terms and conditions set forth herein is in furtherance of the public health, safety and welfare and is in the best interests of the Village.

NOW THEREFORE, in consideration of the covenants contained herein and good and valuable consideration, the Village and Exelon agree to the following:

1. Exelon agrees to engage the Village for the purpose of providing Exelon with certain security services to be provided by the Village of Coal City Police Department as provided herein in order to safeguard the parking lots associated with Exelon's Dresden Generating Station.

In connection therewith, the Village of Coal City Police Department shall perform the following services:

Number of Officers to be Provided (at any one time): 1
Dates of Detail: October 24, 2016 – November 16, 2016
Hours of Detail: 5:00 a.m. – 7:00 a.m.; 5:00 p.m. – 7:00 p.m.
Number of Department Vehicles (at any one time): 1

Details of the nature of the Special Detail: While providing the Special Detail, the officer shall patrol and monitor the parking lots associated with Exelon's Dresden Generating Station.

Collectively, the foregoing shall be known as the "Security Services."

2. Exelon agrees to engage the Village for the purpose of providing, and the Village agrees to provide, the Security Services described in Paragraph 1.

3. Exelon acknowledges that the person(s) or officer(s) assigned to the Security Services is an employee of the Village of Coal City and is bound by the duties and policies of the Village and as such may be required to be called away from the assigned Security Services by his/her supervisor in emergency situations.

4. This Agreement shall commence on October 24, 2016 and shall terminate on November 16, 2016.

5. This Agreement may be terminated by either party upon seven (7) days' written notice.

6. In consideration of the services rendered under the terms of this Agreement, Exelon shall compensate the Village of Coal City in the amount determined by the Village of Coal City based on the actual costs of providing the Security Services (such costs are attached hereto as Exhibit A). The Coal City Police Department shall be reimbursed for any necessary expenses incurred in fulfilling the obligations under this Agreement including but not limited the specified fee for the use of department vehicles.

7. Upon completion of the Security Services, the Village shall issue a single invoice to Exelon in the amount of **FIVE THOUSAND SIX HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$5,630.00)**, which sum shall be paid promptly by Exelon to the Village of Coal City upon receipt of the invoice. Exelon will be responsible for any fees resulting from Exelon's failure to pay any balance due including but not limited to Attorney's fees.

8. To the fullest extent permitted under Illinois law as it presently exists or may be hereafter amended, Exelon hereby covenants and agrees to save, defend, indemnify and hold harmless Village, its elected officials, officers, employees, police officers, police chief, agents and the like (collectively "Indemnitees"), from and against any and all claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to this Agreement or the performance of the security services which are the subject of the Agreement, irrespective of whether required, optional or voluntary, as may be performed by Village or any agent of Village, including but not limited to any personal injuries, death, property damages and contract or lien claims, but only to the extent caused in whole or in part by any reckless, intentional or negligent act or omission of Exelon, its directors, officers, employees or agents, anyone directly or indirectly employed by Exelon or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnitees. In the event that any such claim is made against the Village or any of its Indemnitees as a result of the relationship between the parties which is established by this Agreement, then Village shall be entitled to select its attorneys of choice to defend the claim and all costs shall be paid by Exelon as provided herein.

9. During the term of this Agreement, Exelon shall provide Village with a Certificate of Insurance confirming that Village has been named as an "additional insured" on a commercial general liability policy with combined single limits of at least \$1,000,000.00. Exelon may self-insure these insurance requirements and provide the equivalent documentation in lieu of a certificate of insurance, all contract terms in section 9 will apply to the self-insurance program. The policy shall provide that any notice that the policy has been cancelled or not renewed shall be provided to Village by certified mail at least 30 days prior to the cancellation date. The Village shall be under no obligation to provide police officers to Exelon until such certificate of insurance has been received or for any time when the required insurance is not in place. Failure of Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Exelon's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at Village's option. Exelon covenants and agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Nothing contained in this Agreement is to be construed as limiting the liability of Exelon. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or Exelon, but are merely minimums. The obligations of Exelon to purchase insurance shall not, in any way, limit its obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Exelon's insurance.

10. This Agreement may be amended or modified at any time or from time to time in writing executed by the parties.

11. All notices required to be served hereunder shall be served on the parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(s) set forth below:

Village: Chief Best
Village of Coal City Police Department
545 S. Broadway Street
Coal City, IL 60416

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Fax: 630.596.4611

Exelon: Adam Janney
Exelon Corporation
6500 North Dresden Road
Morris, Illinois 60450-9765

With a Copy To: Jeffery H. Simcox
Assistant General Counsel
Exelon Business Services Company
2301 Market Street/S23-1
P.O. Box 8699
Philadelphia, PA 19103
Fax: 215-568-3389
E-Mail: Jeffery.simcox@exeloncorp.com

12. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without reference to or application of rules or principles of conflicts of law.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature of any party shall be effective for all purposes.

14. If any provisions of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

15. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

16. This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any.


17. The Village and Exelon warrant that each has full power and authority to enter into and to perform its obligations under this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, EXELON and the VILLAGE OF COAL CITY have caused this Agreement to be executed by duly authorized officers thereof on the dates indicated below.

EXELON CORPORATION

VILLAGE OF COAL CITY

By: Aaron L. Shaffer 

By: _____
Village President

Its: Sr. Procurement Specialist

Dated: 9/30/16

Dated: _____

EXHIBIT A

RATES FOR SECURITY SERVICES
(attached)