

**COAL CITY
VILLAGE BOARD MEETING**

**WEDNESDAY
MARCH 8, 2017
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 February 22, 2017
4. Approval of Warrant List
5. Public Comment
6. Presentation Matt McClenning
Frisbee Golf
7. Ordinance 17-05 Banning Smoking within Village Public Parks
8. Resolution 17-02 Local Support for South Broadway Pavement
Renewal Project

9. Report of Mayor

10. Report of Trustees

T. Bradley
J. Wren
D. Togliatti
D. Greggain
R. Bradley
N. Nelson

11. Report of Village Clerks

12. Report of Village Attorney

13. Report of Village Engineer

14. Report of Chief of Police

15. Report of Village Administrator

16. Executive Session to Discuss Personnel

17. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 8, 2017

RE: NO SMOKING IN PUBLIC PARKS BAN

Recently, the board was visited by Paula Goodwin of Grundy County Health. She spoke to the board regarding banning smoking with public parks and pledging State-provided revenue to provide funding for the signage that must go up to support this rule. Our Village Attorney drafted language that complies with State statute; as currently written, there may be no smoking within any portions of the Village's public parks.

Recommendation:

Adopt Ordinance No. ____: Banning smoking within the village's public park spaces.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE IMPLEMENTING THE SMOKE FREE ILLINOIS ACT AND
PROHIBITING SMOKING IN ALL PUBLIC PARKS LOCATED IN THE VILLAGE OF
COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS**

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 _____, 2017

VILLAGE OF COAL CITY

ORDINANCE NO. 2017-_____

AN ORDINANCE IMPLEMENTING THE SMOKE FREE ILLINOIS ACT AND PROHIBITING SMOKING IN ALL PUBLIC PARKS LOCATED IN THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS

WHEREAS, the Village of Coal City (“Coal City”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois including, without limitation, the Illinois Municipal Code; and

WHEREAS, the Smoke Free Illinois Act (410 ILCS 82/1 *et seq.*) (the “Act”) limits where smoking may occur throughout the state and grants municipalities authority to regulate smoking in public places in a manner no less restrictive than the Act; and

WHEREAS, the Corporate Authorities hereby find that secondhand smoke contains dozens of carcinogenic chemicals and is the third leading cause of preventable death in the United States; and

WHEREAS, the Corporate Authorities recognize that the U.S. Surgeon General has determined that there is no risk-free level of exposure to secondhand smoke, which leads to heart, stroke, respiratory disease and lung cancer; and

WHEREAS, the Corporate Authorities of the Village hereby find it to be in the best interest of the Village to amend the Village Code of Ordinances, to prohibit smoking in public places, places of employment and Village-owned parks and indoor and outdoor recreation facilities to promote safe and uncontaminated air and to protect the public health, safety and welfare of residents and visitors; and

WHEREAS, the Village seeks to protect the right of its workers to breathe clean air and to work in a safe environment; and

WHEREAS, the Corporate Authorities of the Village hereby find that prohibiting smoking in Village parks, will protect the health of its residents, reduce litter, protect the environment and enhance the experience of park patrons, participants, and spectators; and

WHEREAS, Section 65 of the Act, 40 ILCS 82/65, allows the Village to regulate smoking in public places more strictly than otherwise provided by the Act and Section 30 of the Act, 410 ILCS 82/65, authorizes the Village as an employer and owner of public parks to ban smoking in such areas on the basis of being places that certain Village employees are required to pass through during the course of their employment; and

WHEREAS, in the exercise of its police powers and its authority to define and abate nuisances under Section 11-60-2 of the Municipal Code, 65 ILCS 5/11-60-2, the Village hereby declares that smoking in prohibited areas as set forth herein constitutes a public nuisance.

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

SECTION 1. Recitals. 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. Enactment. A new Section 93-62 (“Smoking In Public Places”) shall be and is hereby enacted and shall be incorporated into Chapter 93 (“Health Regulations”), Article IV (“Miscellaneous Provisions”) as follows:

Section 93-62 Smoking In Public Places.

A. Definitions.

As used in this Section, the below terms shall have the following ascribed meanings:

Bar - An establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and that derives no more than 10% of its gross revenue from the sale of food consumed on the premises. "Bar" includes, but is not limited to, taverns, nightclubs, cocktail lounges, adult entertainment facilities, and cabarets.

Employee - A person who is employed by an employer in consideration for direct or indirect monetary wages or profits or a person who volunteers his or her services for a non-profit entity.

Employer - A person, business, partnership, association, or corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

Enclosed area - All space between a floor and a ceiling that is enclosed or partially enclosed with (i) solid walls or windows, exclusive of doorways, or (ii) solid walls with partitions and no windows, exclusive of doorways, that extend from the floor to the ceiling, including, without limitation, lobbies and corridors.

Enclosed or partially enclosed sports arena - Any sports pavilion, stadium, gymnasium, health spa, boxing arena, swimming pool, roller rink, ice rink, bowling alley, or other similar place where members of the general public assemble to engage in physical exercise or participate in athletic competitions or recreational activities or to witness sports, cultural, recreational, or other events.

Gaming equipment or supplies - Gaming equipment/supplies as defined in the Illinois Gaming Board Rules of the Illinois Administrative Code.

Gaming facility - An establishment utilized primarily for the purposes of gaming and where gaming equipment or supplies are operated for the purposes of accruing business revenue.

Healthcare facility - An office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, hospitals, rehabilitation hospitals, weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. "Healthcare facility" includes all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within healthcare facilities.

Place of employment - Any area under the control of a public or private employer that employees are required to enter, leave, or pass through during the course of employment, including, but not limited to entrances and exits to places of employment, including a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; offices and work areas; restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care, or other similar social service care on the premises, is not a "place of employment".

Private club - A not-for-profit association that (1) has been in active and continuous existence, whether incorporated or not, since January 1, 2005 or earlier, (2) is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, (3) is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic

purpose, but not for pecuniary gain, and (4) only sells alcoholic beverages incidental to its operation. For purposes of this definition, "private club" means an organization that is managed by a board of directors, executive committee, or similar body chosen by the members at an annual meeting, has established bylaws, a constitution, or both to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. 501.

Private residence – The part of a structure used as a dwelling, including, without limitation: a private home, townhouse, condominium, apartment, mobile home, vacation home, cabin, or cottage. For the purposes of this definition, a hotel, motel, inn, resort, lodge, bed and breakfast or other similar public accommodation, hospital, nursing home, or assisted living facility shall not be considered a private residence.

Public place - That portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the State of Illinois, the Village of Coal City, or any other public entity and regardless of whether a fee is charged for admission, including a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A "public place" does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises. A "public place" includes, but is not limited to, hospitals, restaurants, retail stores, offices, commercial establishments, elevators, indoor theaters, libraries, museums, concert halls, public conveyances, educational facilities, nursing homes, auditoriums, enclosed or partially enclosed sports arenas, meeting rooms, schools, exhibition halls, convention facilities, polling places, private clubs, gaming facilities, all government-owned vehicles and facilities, healthcare

facilities or clinics, enclosed shopping centers, retail service establishments, financial institutions, educational facilities, ticket areas, public hearing facilities, public restrooms, waiting areas, lobbies, bars, taverns, bowling alleys, skating rinks, reception areas, and no less than 75% of the sleeping quarters within a hotel, motel, resort, inn, lodge, bed and breakfast, or other similar public accommodation that are rented to guests, but excludes private residences.

Restaurant - An eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, that gives or offers for sale food to the public, guests, or employees, and a kitchen or catering facility in which food is prepared on the premises for serving elsewhere. "Restaurant" includes a bar area within the restaurant.

Retail tobacco store - A retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. "Retail tobacco store" does not include a tobacco department or section of a larger commercial establishment or any establishment with any type of liquor, food, or restaurant license.

Smoke or smoking – The carrying, inhaling, exhaling, burning or carrying of any kind of lighted or burning cigarette, cigar, pipe, hookah, weed, herbs, or other lighted tobacco product or smoking equipment in any manner or in any form.

B. Smoking Prohibited in Public Places and Places of Employment.

(1) It shall be unlawful for any person to smoke in any public place or place of employment within the Village of Coal City.

(2) It shall be unlawful for any person to smoke in any place designated as a "No Smoking Area," as provided in Subsection (D).

(3) It shall be unlawful for an employer to knowingly permit smoking in any enclosed area in any place of employment.

(4) It shall be unlawful for an employer, owner, occupant or lessee in control of a public place to knowingly permit smoking in any enclosed area in said public place.

(5) It shall be unlawful for an employer, owner, occupant or lessee in control of a public place to fail to post signage or remove ash trays, as required in this Section 93-62.

C. Exceptions to Prohibition on Smoking in Public Places and Places of Employment.

The prohibitions on smoking set forth in Section 93-62(B) shall not apply to:

(1) Hotel and motel sleeping rooms that are rented to guests and are designated as smoking rooms; provided that all smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into nonsmoking rooms or other areas where smoking is prohibited under the provisions of this Section. Not more than 25% of the rooms rented to guests in a hotel or motel may be designated as rooms where smoking is permitted. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms.

(2) Private vehicles, not including public transportation facilities or government vehicles.

(3) Private residences or dwelling places except when used as a child care, adult day care, health care facility, or any other home-based business open to the public.

(4) Private and semi-private rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed in a room where smoking is permitted.

(5) Any public place or place of employment that is a tobacco dealer, whose principal business is the sale of retail of tobacco and tobacco-related products; provided that smoke generated by smoking on the premises of the tobacco dealer does not infiltrate into enclosed areas where smoking is otherwise prohibited; and no food or liquor license has been granted.

D. Smoking Prohibited in Public Parks and Village-Owned Buildings and Facilities.

It shall constitute a nuisance and be unlawful for any person to smoke within a building, facility, vehicle, and on the premises of any park or other outdoor recreational or other outdoor venue owned, leased or otherwise in the possession or under the control of the Village of Coal City, including without limitation, parks, gazebos, pavilions, playgrounds decks, and patios, and within fifteen feet (15') of any entrance to, exit from, windows that open and ventilation intakes that serve any such Village-controlled building, structure or facility. No smoking signs shall be conspicuously placed on the inside of all buildings owned, operated, leased and maintained by the Village, and shall be placed conspicuously at the primary entrance to all parks and outdoor recreational facilities owned by the Village.

E. Designation of Other No-Smoking Areas.

Notwithstanding any other provision of this Section, any employer, owner, occupant, lessee, operator, manager, or other person in control of any public place or place of employment may designate a non-enclosed area of said public place or place of employment, including

outdoor areas, as an area where smoking is also prohibited, provided that such employer, owner, lessee or occupant shall conspicuously post signs prohibiting smoking in the manner described in Section F of this Section.

F. Responsibilities of Proprietors.

Each owner, lessee, occupant, employer or other person in control of a public place or a place of employment shall be responsible for all the following:

(1) Post conspicuous signs no smaller than five inches by seven inches (5" x 7") in enclosed areas and the entrance or vestibule to the public place, place of employment or the building wherein they are located, as the case may be, bearing the text "No Smoking" or the international "No Smoking" symbol, which consists of a pictorial representation of a cigarette enclosed in a circle with a bar across it. Such signs shall also be posted outside of the main entrance to the public place or place of employment, shall reference the fifteen foot buffer zone in which smoking is prohibited, and contain the telephone numbers of the designated enforcement authorities noted in this Section, in addition to the telephone number and website designated by the Illinois Department of Public Health for registering complaints.

(2) Remove ash trays or other similar containers intended for the deposit of tobacco ash, cigarettes, cigars or other tobacco products from public places.

(3) Request any person who smokes in an area where smoking is prohibited to refrain from smoking, and if the person continues to smoke, request the person to leave.

(4) Notify employees regarding the requirements of this Section.

G. Enforcement.

(1) This Section 93-62 shall be enforced by the Village of Coal City Police Department.

(2) Notice of the provisions of this Section shall be given to all applicants for a business license in the Village of Coal City.

(3) Any citizen who desires to register a complaint under this Section may initiate enforcement by contacting the Village of Coal City.

(4) An employer, owner, lessee, manager, operator, or employee of an establishment regulated by this Section shall inform persons violating this Section of the appropriate provisions thereof and request that the violator cease smoking in a prohibited area and, if the person continues to smoke, request the person to leave.

H. Penalties.

(1) Any person who shall violate Subsection 93-62(B)(1) or (B)(2) shall, on conviction thereof, be punished by a fine of \$100 for a first violation and \$250 for any subsequent violations within one year. Each day in which a violation of Subsection 93-62(B)(1) or (B)(2) occurs constitutes a separate and distinct violation.

(2) Any person who shall violate Subsection 93-62(B)(3) or (B)(4) shall, on conviction thereof, be punished by a fine of \$250 upon conviction for the first violation and \$500 for a second conviction within one year of the initial violation of Subsection 93-62 (B)(3) or (B)(4). A third violation within one year of the first violation of Subsection 93-62(B)(3) or (B)(4) shall be cited as a violation of the Act rather than the local ordinance. Each day in which

a violation of Subsection 93-62(B)(3) or (B)(4) occurs constitutes a separate and distinct violation.

(3) Any person who shall violate Subsection 93-62(B)(5) of this Section shall, on conviction thereof, be punished by a fine of \$250 for each violation. Each day during which a violation of Subsection 93-62(B)(5) continues beyond the specified time for correction shall constitute a separate punishable offense, although owners, operators, managers or other controllers of public places and places of employment shall be given a reasonable time to come into compliance with Subsection 93-62(B)(5) following issuance of a notice of violation, but such period shall not, in any event, exceed one week.

(4) In addition to the fines established by this Subsection, violation of this Section by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

(5) Violation of this Section is hereby declared to be a public nuisance, which may be abated by an action in the Circuit Court for injunctive relief, or other means provided for by law, and the Village may take action to recover the costs of the nuisance abatement.

(6) Any person who shall violate Subsection 93-62(D) shall, on conviction thereof, be punished by a fine of \$50 for a first violation, \$100 for a second violation and \$250 for any subsequent violations within one year of the first violation.

SECTION 3. RESOLUTION OF CONFLICTS.

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

SECTION 4. SAVING CLAUSE.

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

SECTION 5. EFFECTIVE DATE.

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

Passed and Approved this _____ day of _____, 2017.

Village President Terry Halliday

ATTEST:

Pamela M. Noffsinger, Village Clerk

VOTES

AYES:

ABSENT:

NAYS:

ABSTAIN:

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: March 8, 2017

RE: ADOPTION OF ENGINEERING AGREEMENT TO PROVIDE LOCAL SUPPORT TO STATE-PROVIDED TRANSPORTATION PROJECT

The Village of Coal City is attempting to get S. Broadway repaved within the upcoming construction season. The local agreements, which must be approved by IDOT within the local district and the head office in Springfield has finally been approved for Board action. Due to this project being awarded out of federal transportation funds directed by WCGL, federal support for this project shall be 80%. Phase II Engineering, the next phase to prepare for bidding, cannot exceed \$36,000 with \$7,200 coming from Coal City. This total project is estimated to be \$432,000 and will result in milling and overlaying the current surface along with striping. This project is eligible for Tornado Bond proceeds to supply the local match.

In order to get this matter back to IDOT, the Board must pass a Resolution pledging its support to pay the 20% local match. Time to get onto IDOT bid lettings is beginning to fade away; Chamlin must turn around the bid documents very quickly in order to get this project constructed this year.

Recommendation:

Adopt Resolution No. _____: Confirming Funding Availability for the Local Match for the S. Broadway Surface Renewal Project.

RESOLUTION NO. _____

A RESOLUTION CONFIRMING FUNDING AVAILABILITY FOR THE SOUTH BROADWAY PAVEMENT RENEWAL PROJECT IN THE VILLAGE OF COAL CITY

WHEREAS, the Village of Coal City approved a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation regarding the construction of various road improvements described as Project Number M-4003(866); and

WHEREAS, as part of that Agreement the Village of Coal City as the Local Public Agency attest that sufficient funds have been appropriated by Ordinance to fund their share of the project costs.

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

Section I: That the Village of Coal City is responsible for any balance exceeding agreed amounts and will be appropriated by Resolution within 45 days of award.


Section II: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED by the Board of Trustees of the Village of Coal City, Grundy & Will Counties, Illinois this _____ day of March, 2017.

Terry Halliday, Village President

Attest:

Pamela M. Noffsinger, Village Clerk

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Village of Coal City	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 16-00033-00-RS	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-93-018-17	M-4003(866)		

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

Location

Local Name Broadway Street Route FAS 0288 Length 0.52 Mi
Termini BNSF Railroad Crossing to Spring Road

Current Jurisdiction Village of Coal City TIP Number 12-17-0001 Existing Structure No N/A

Project Description

PE II for the milling and resurfacing of Broadway Street. Work will also include pavement patching, curb and gutter removal and replacement, and ADA ramps at intersections.

Division of Cost

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	28,800	80	()	7,200	BAL	36,000
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials	()	()	()	()	()	
TOTAL	\$ 28,800			\$ 7,200		\$ 36,000

80% STU funds not to exceed \$28,800.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A--Lump Sum (80% of LPA Obligation) _____
METHOD B-- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C--LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILC§ 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

Terry Halliday

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005836 conducting business as a Governmental Entity.

DUNS Number 05458212

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

Coal City Police Department
Weekly Summary of Activities
Thursday 01-26-17 – Wednesday 02-01-17

During this period, there were 61 calls for service, 20 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

01-27-17 at 7:30 AM, Police responded to a S. Mary St. for a complaint of a female going door to door asking for money. Police located the female and explained if they were to receive any more reports of her panhandling it could result in her arrest.

01-30-17 at 8:40 PM, police met a Coalfield Dr. resident at the police department regarding a fraud report. The complainant stated an account was opened at a Ford City HHG store in her name for almost \$2,000.00. The complainant stated she was out of the country when the account was opened. Police are continuing to investigate this incident.

Arrest Summary

Expired Registration	4
Speeding	3
Disobeying a RR Signal	1
Possession of Cannabis	1
Possession of Drug Paraphernalia	1
Suspended D.L.	1
Revoked D.L.	1
Unlawful Display of License Plate	1
Operating an Uninsured Motor Vehicle	2
No Valid Registration	1
Possession Tobacco by a Minor	1

Coal City Police Department
Weekly Summary of Activities
Thursday 02-02-17 – Wednesday 02-08-17

During this period, there were 44 calls for service, 22 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

02-02-17 at 6:06 PM, Police responded to a Covey Lane residence for a teenage juvenile knocking on her door looking for her friend. The female juvenile was without a coat and told the complainant she and her father was involved in an argument when she ran out of the house to get away from him. EMS was called and due to no parent or guardian being on site, they transported her to the hospital. Police responded to her residence who advised police his wife had called and filled him in and he was meeting them at the hospital.

02-07-17 at 6:59 PM, police responded to a W. Willow St. to speak to the resident regarding someone trespassing and damaging her property. Police observed several sheets of notebook paper shoved behind her cable box and appeared someone tried to light it on fire. The complainant stated she had no idea who would want to do this. She further explained she had installed 2 motion detection cameras, police advised if she was able to retrieve any photo's to notify police.

Arrest Summary

Excessive Noise	2
Expired Registration	9
Illegal Burning	1
Operating a Hand Held Device while Driving	1
Operating an Uninsured Motor Vehicle	1
Failure to Yield	1
Disobeying a Traffic Control Device	1

Coal City Police Department
Weekly Summary of Activities
Thursday 02-09-17 – Wednesday 02-15-17

During this period, there were 44 calls for service, 22 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

02-09-17 at 11:12 AM, police responded to a N. 2nd Ave. residence for a criminal damage to property report. The complainant stated sometime during the previous evening someone damaged both of his vehicles parked outside of his residence. Both antennas were snapped off the vehicles and one had multiple scratches on its front passenger fender. The complainant provided police with the name of a possible suspect but had no proof.

02-15-17 at 6:51 PM, police responded to a W. Elizabeth St. residence for a verbal domestic disturbance call. The complainant stated he was involved in a verbal confrontation with his girlfriend. Neither party wished to sign a complaint, the complainant stated her was leaving for work shortly.

Arrest Summary

Operating an Uninsured Motor Vehicle	5
Improper Lighting	1
Disobeying a Traffic Control Device	2
No Valid Registration	2
Operating a Hand Held Device while Driving	2
Speeding	3
Speeding in a School Zone	1
Unlawful Display of License Plates	1
Expired Registration	3
Failure to Yield	2

