

9. Resolution 18-22 Approving Intergovernmental Agreement
With Coal City School District-School
Resource Officer
10. Resolution 18-23 Meadow Estates Phases 1-4 Infrastructure
Acceptance
11. Resolution 18-24 Inducement Resolution-Hoffman Transportation
12. Resolution 18-25 Joining Southwest Agency for Health Management
(SWAHM) for Health Insurance Benefits
13. Request to Purchase Motor for Well #6
14. Request to Purchase F-250 Pickup Truck
15. Report of Mayor
16. Report of Trustees: S. Beach
 T. Bradley
 D. Spesia
 D. Greggain
 R. Bradley
 N. Nelson
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. Executive session to discuss Employment Compensation per
ILCS 5 120/2(c)(1)
23. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 25, 2018

RE: LEASE RENEWAL FOR THE BUILDING OFFICE FACILITY

The Village of Coal City has utilized the former contractor and storage facility at 55 W Maple Street over the past two years. The owner of the property has requested a longer term lease in order to allow the Village to enjoy the same type of monthly lease at the facility.

This building allows Parks equipment to be stored closer to Parks operations, which occur at Lions Park and Campbell Memorial Park as well as provides a separate office for the Building Inspector. In addition, there is additional storage space for administrative records and some Police Department equipment.

Attached is a 3-year lease for the facility, which will increase the monthly rate by \$50 each year and extend the current lease by 3 more years' time. Entering into this lease will provide for a \$1,200 lease per month to utilize the facility.

Recommendation:

Adopt Ordinance No. _____: Entering into a Three-Year Lease for the Facility at 55 W. Maple Street.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE
OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR THREE YEARS IN
ACCORDANCE WITH THE TERMS OF ADDENDUM #2 TO LEASE AGREEMENT**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

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

on _____, 2018

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VILLAGE TO EXTEND ITS EXISTING LEASE OF 55 W. MAPLE STREET, COAL CITY, ILLINOIS FOR THREE YEARS IN ACCORDANCE WITH THE TERMS OF ADDENDUM #2 TO LEASE AGREEMENT

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (the “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 is authorized by Sections 11-61-3 and 11-76.1-1 of the Illinois Municipal Code, 65 ILCS 5/11-61-3 and 65 ILCS 5/11-76.1-1, to lease real property for public purposes for up to twenty (20) years;

WHEREAS, the Village previously entered into a one-year lease agreement (the “Lease”) with Jeffrey S. and Donna M. Halliday (cumulatively, “Lessors”) on July 13, 2016 for 55 W. Maple Street, Coal City, IL 60416 (the “Property”) to accommodate the Village’s Building Department offices and for the storage of certain personal property, equipment and supplies;

WHEREAS, the Village and Lessors previously extended the term of the Lease for one (1) year, through July 14, 2018, in accordance with the terms and conditions set forth in Addendum #1 to the Lease, approved by the Village Board on July 12, 2017 via Ordinance 17-26 (the addendum therein authorized shall be known as “Addendum #1”; cumulatively, the Lease and Addendum #1 shall be referred to as the “Extended Lease”);

WHEREAS, the Village and Lessors mutually desire to further extend the term of the Extended Lease for an additional three (3) years at a new rental rate in accordance with the terms and conditions set forth in *ADDENDUM #2 TO LEASE AGREEMENT BETWEEN VILLAGE OF COAL CITY AND JEFFREY S. and DONNA M. HALLIDAY FOR 55 W. MAPLE STREET, COAL CITY, ILLINOIS* ,

attached hereto as Exhibit A and, by this reference, incorporated as though fully set forth herein (the “Addendum #2”); and

WHEREAS, the Village President and Trustees (the “Corporate Authorities”) hereby find and determine that Addendum #2, substantially in the form affixed hereto as Exhibit A, is in the best interests of the Village, and the Corporate Authorities hereby conclude that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to enter into Addendum #2;

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. Enactment.

A. The Corporate Authorities hereby authorize, approve, and direct the Village President to execute and deliver Addendum #2 in the form attached hereto as Exhibit A.

B. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal to Addendum #2 and to attest the executed Addendum #2 following the Village President’s signature.

C. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President, Village Clerk, Village Manager, Village Attorney and Village Treasurer to execute and deliver such documents, and undertake such additional tasks as may be necessary or convenient to carry out the intent of this Ordinance and consummate the and the transactions contemplated by Addendum #2.

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

SECTION 4. RESOLUTION OF CONFLICTS. All ordinances or parts of 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.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Village Clerk

EXHIBIT A

Lease Addendum #2

Appended on following pages

4840-0055-6909, v. 1

**ADDENDUM No. 2 TO LEASE AGREEMENT
BETWEEN VILLAGE OF COAL CITY AND JEFFREY S. and DONNA M. HALLIDAY
FOR 55 W. MAPLE STREET, COAL CITY, ILLINOIS**

This Addendum No. 2 (“**Addendum 2**”) made and entered into this _____ day of May, 2018 (the “**Addendum 2 Effective Date**”) by and between **JEFFREY S. HALLIDAY** and **DONNA M. HALLIDAY**, as lessor (hereinafter collectively referred to as the “**Landlord**”), and the **VILLAGE OF COAL CITY**, an Illinois municipal corporation, as lessee (hereinafter referred to as the “**Tenant**”) amends the Lease Agreement for 55 W. Maple Street, Coal City, IL 60416 (the “**Leased Premises**”) dated July 14, 2016 (the “**Lease**”) and the first addendum thereto providing for an extension of the term and establishing a new rent for the Leased Premises (“**Addendum 1**”). Landlord and Tenant shall be collectively known as the “**Parties.**” Any capitalized term not defined in this Addendum 2 shall have the meaning given such term in the Lease.

WITNESSETH:

WHEREAS, the Parties are mutually desirous of modifying the Lease to further extend the term thereof for three (3) years and to establish the rental rate throughout said term as provided herein;

WHEREAS, the amendments set forth herein modify the Lease and where a portion of the Lease is modified by the amendments set forth herein, the terms of this Addendum 2 shall control, while any and all unaltered portions of the Lease shall remain in effect; and

WHEREAS, to the extent there is a conflict between the provisions of this Addendum 2 and the Lease, then the provisions of this Addendum 2 shall take precedence and prevail.

NOW, therefore, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

The Lease is hereby amended as follows:

1. Term

- A. Paragraph 1.1 of the Lease is amended to provide that the term of the Lease shall be extended for the period commencing July 15, 2018 the (“**Commencement Date**”) and expiring July 31, 2021 (the “**Term**”).
- B. Paragraph 1.1 of the Lease is amended to delete the following: “The parties may, by mutual written agreement, renew this Lease thereafter for successive one year renewal terms (“Renewal Term”).”

2. Compensation

Paragraph 4.0 of the Lease is amended to read as follows:

4.0 Rent. Beginning as of the Commencement Date, Tenant shall pay to and upon the order of Landlord, without demand, until otherwise notified in writing by Landlord, as rent for the Leased Premises, at such place or places as Landlord may designate in writing from time to time, and in default of such designation then at 150 W. First Street, Coal City, IL 60416, rent in the amount of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) as monthly rent, paid prospectively on or before the fifteenth day of the month for which it is intended to apply. The monthly rent shall be increased annually on each anniversary of the Commencement Date by \$50.00 over the monthly rate in effect for the previous year. Any partial month shall be prorated at the rate then in effect.

3. Terms and Conditions:

All other terms and conditions of the Lease not expressly modified by this Addendum 2 shall remain in effect as stated in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Addendum 2 to be executed on the day and year first above written at Coal City, Illinois.

“LANDLORD”:

By: _____
Jeffrey S. Halliday

By: _____
Donna M. Halliday

“TENANT”:

VILLAGE OF COAL CITY,
an Illinois municipal corporation.

By: _____
Terry Halliday, Village President

Attest:

Pamela Noffsinger, Village Clerk

(SEAL)

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz,
Village Administrator

MEETING

DATE: July 25, 2018

RE: AMENDMENT TO THE IGA FOR ELECTRICAL AGGREGATION

A majority of the residents' within the Village of Coal City have enjoyed the long-term savings that have come through the electrical aggregation effort that allowed the Village to go to the electrical market with the aggregate amount of the entire power supply needed within qualifying (mainly residential) units throughout the community. In order to ensure a greater quantity of power and secure the lowest pricing, Coal City joined a collaborative effort with other communities via the Will County Governmental League (WCGL) in order to go to the market and receive pricing.

The original contract to be provided electrical supply expired two years ago and the first extension was granted for only one year's time, which is set to expire this fall. The consortium of communities will collectively acquire better pricing for its residents if Coal City, as well as others, extends its participation and decides to be part of the bid again.

This evening's ordinance allows the Village of Coal City to amend its existing intergovernmental agreement in order to allow WCGL to facilitate another bid and deliver aggregate power supply pricing for which the communities can determine if they shall participate (collectively). This will be done similar to the first contract except this time a locked-in "savings versus ComEd" price will be requested as well.

It is necessary to adopt this ordinance in order to provide the authority to continue to be part of this collaborative effort.

Recommendation:

Adopt Ordinance No. _____: Authorizing the Mayor to enter into an Amendment Extending the Intergovernmental Agreement for Electrical Aggregation for up to three years.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT TO EXTEND COAL CITY'S PARTICIPATION WITHIN THE WILL COUNTY ELECTRIC AGGREGATION GROUP

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/2, defines a public agency as "any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement"; and

WHEREAS, the Village is a member of the Will County Governmental League (WCGL), which administers an electrical aggregation group entitled the Will County Electric Aggregation Group consisting of residential accounts within like-minded communities; and

WHEREAS, the Village received the ability to enter into electrical aggregation from its electorate and adopted an "*Electric Aggregation Plan of Operation and Governance*" via Ordinance 12-12; and

WHEREAS, on June 23, 2014, the Village Board of Trustees authorized the extension of the aforementioned Ordinance for an additional three-year period.

**ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT TO
EXTEND COAL CITY'S PARTICIPATION WITHIN THE WILL COUNTY ELECTRIC
AGGREGATION GROUP**

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:

1. The "*Extension of the Will County Electric Aggregation Group Intergovernmental Agreement,*" attached hereto is hereby approved and ratified in all respects.

2. This Ordinance shall be effective from and following its passage and approvals required by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

NAYS:

ABSENT:

ABSTAIN:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Village Clerk

EXTENSION OF INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Will County Electric Aggregation Group entered into a certain Intergovernmental Agreement on or about the ____ day of _____, 2018 (the “Intergovernmental Agreement”); and

WHEREAS, each of the current members of the Will County Electric Aggregation Group have passed the Referendum and otherwise complied with the pre and post Referendum requirements as set forth in the Intergovernmental Agreement; and

WHEREAS, the members of the Will County Aggregation Group wish to again solicit bids, or requests for proposals, for electric aggregation for the group as a whole;

WHEREAS, the Will County Electric Aggregation Group wishes to extend the Intergovernmental Agreement for the term of a second contract with an Alternate Retail Electric Supplier and to otherwise have the Intergovernmental Agreement remain in full force and effect.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto BE IT AGREED as follows:

Section 1. The term of the Intergovernmental Agreement as set forth in Section 10 thereof is extended for the term of the next contract agreed to with an Alternate Retail Electric Supplier which shall be for a term period of not to exceed three (3) years. .

Section 2. Except as herein modified, the Intergovernmental Agreement shall remain in full force and effect.

WILL COUNTY GOVERNMENTAL LEAGUE

By: _____

Attest: _____

Date: _____

Village/City of _____

By: _____
Its Mayor or President

Attest:

By: _____
Its Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 25, 2018

RE: COLLECTIVE BARGAINING AGREEMENT WITH MAP

The Village of Coal City has been bargaining with the Police Officer Union – MAP, in order to arrive at compensation and benefits for this year and additional years. The current agreement, which expired on April 30, 2018 has been the subject of negotiations in order to arrive at an additional collective bargaining agreement (CBA) to fix compensation and benefits for the Police Officers for a multiple year period.

The Attorneys representing both sides have been reviewing the final versions of this CBA. The attached Resolution is provided in order to allow the Village Board to act after a final vote is cast by the MAP Chapter #186 unit to settle upon the terms of a new CBA.

Recommendation:

Adopt Resolution No ____: Providing for a new CBA with MAP Chapter #186.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING A SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE COAL
CITY POLICE CHAPTER #186 AND THE VILLAGE OF COAL CITY**

(MAY 1, 2018 THROUGH APRIL 30, 2024)

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

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

on _____, 2018

RESOLUTION NO. _____

A RESOLUTION APPROVING A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE COAL CITY POLICE CHAPTER #186 AND THE VILLAGE OF COAL CITY

(MAY 1, 2018 THROUGH APRIL 30, 2024)

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

WHEREAS, pursuant to the Illinois Public Labor Relations Act, the Village of Coal City has entered into collective bargaining agreements with the Metropolitan Alliance of Police Coal City Police Chapter #186; and

WHEREAS, on April 30, 2013, the most recent collective bargaining agreement expired and the parties entered into negotiations for the modification of the parties’ agreement prior to that date; and

WHEREAS, the parties have reached agreement on all terms and conditions of a new collective bargaining agreement, which has been memorialized in writing as the Agreement Between the Metropolitan Alliance of Police Coal City Police Chapter #186 and the Village of Coal City (the “Agreement”); and

WHEREAS, the Agreement shall be retroactively effective as of May 1, 2018, and continue through April 30, 2024; and

WHEREAS, the Corporate Authorities hereby deem it necessary and in the best interests of the residents of the Village of Coal City to enter into the Agreement;

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. AUTHORIZATION. The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement in the form attached hereto as **Exhibit A**, which is incorporated as though fully set forth herein. The Corporate Authorities further authorize and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. Further, the Village President, Clerk, Administrator and Attorney are hereby authorized and directed to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

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 _____, 2018, at Coal City,
Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2018.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

**Agreement Between the Metropolitan Alliance of Police Coal City Police Chapter #186 and
the Village of Coal City**

(MAY 1, 2018 THROUGH APRIL 30, 2024)

[appended on subsequent pages]

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 25, 2018

RE: INTERGOVERNMENTAL AGREEMENT WITH THE SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES

At the last Regular Board Meeting, the Village discussed an intergovernmental agreement (IGA) regarding servicing the Coal City Community Unit School District #1 (CCUSD#1) with two full-time school resource officers to assist the Schools meet the demands for security on the premises throughout the school day. CCUSD#1 convened a community committee focused upon school safety, which recommended having two full-time personnel devoted to school security at all times; one of these persons would be focused at Coal City High School while the other would float throughout the remainder of the district. This expenditure on personnel was to occur at the same time as the CCUSD#1 spent hundreds of thousands on physical security improvements at their facilities in order to create additional security while hosting events and during ingress/egress to school facilities.

The Village Board and the School District Board have engaged in the development of an IGA wherein CCUSD#1 would double its contribution and the Village would double its current commitment requiring two officers to be assigned throughout the entirety of the school year for utilization of the School District. Entering this IGA shall necessitate the hiring of another officer onto the force, but shall gain nearly ½ of the revenue to support the hiring of a new officer.

The term of the attached IGA shall last for the next four years. CCUSD#1 shall commit to pay for 100% of its time for one of the officers matching the commitment provided by the Village. This IGA differs slightly from the draft distributed at the last meeting due to the School District was hopeful in getting more community investment aside from Coal City in this community security initiative, but has not located additional revenues. This results in the School District providing its original obligation of 100% of the School year for one officer.

CCUSD#1 shall be considering this IGA during its meetings this week followed by its next Regular Board Meeting.

Recommendation:

Adopt Resolution No. _____; Entering an IGA with CCUSD#1 for the provision of SROs for the next four years.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 1 PROVIDING FOR A SCHOOL RESOURCE OFFICER**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

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

on _____, 2018

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 1 PROVIDING FOR A SCHOOL RESOURCE OFFICER**

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, Coal City Community Unit School District No. 1 is an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the “District”); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village and the District are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's schools; and

WHEREAS, the Village is willing to provide such SROs in accordance with the terms of the

intergovernmental agreement appended hereto as Exhibit 1 (the “Agreement”); and

WHEREAS, the President and Trustees (cumulatively, the “Corporate Authorities”) hereby find that it is in the best interests of the Village to enter into the Agreement in substantially the form attached hereto as Exhibit 1; and.

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.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Intergovernmental Agreement Between the Village of Coal City and Coal City Community Unit School District No. 1 Providing for A School Resource Officer (“Agreement”) in substantially the form attached hereto as Exhibit 1, and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President’s signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments 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. EFFECTIVENESS.

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

SO RESOLVED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2018.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF COAL CITY
AND COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 PROVIDING FOR
A SCHOOL RESOURCE OFFICER**

[Attached on following pages]

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF COAL CITY
AND COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 PROVIDING FOR
A SCHOOL RESOURCE OFFICER**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2018, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the “Village”), and COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the “District”) (collectively, the Village and District shall be known as the “Parties”). In consideration of the recitals and mutual covenants and agreements set forth below, the Parties hereby agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village and the District are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's schools; and

WHEREAS, the Village is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

WHEREAS, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the Village and the District have entered into similar Intergovernmental Agreements for said SROs and that all previous said Intergovernmental Agreements are terminated and that the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs; and

WHEREAS, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement.

NOW THEREFORE, the Village and District hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Term. This Agreement shall become effective on the last date on which a duly authorized official from one of the Parties executes the Agreement (the "Effective Date"). The services under this Agreement shall commence on the first date of student attendance of the 2018-2019 school year ("Commencement Date") and shall continue in full effect until the final date of student attendance of the 2021-2022 school year ("Termination Date"), unless earlier terminated as provided herein.

3. Designation and Assignment of Police Officers. The Village shall designate and assign two (2) police officers to serve as SROs for the District on a full-time basis during the school years within the term of the Agreement in accordance with the work schedule set forth in Paragraph 5. The Chief of Police of the Village has sole discretion to provide the District with police officers to serve as SROs, provided that the police officers assigned must meet the minimum qualifications set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference. The Parties acknowledge and agree that SRO positions are rotating positions for a non-determinate assignment period. At any time during the term of this Agreement, the Village shall replace a SRO with another police officer if the District provides the Village with a written request setting forth the rationale for the requested replacement ("SRO Replacement Request").

4. Employment of the SROs. The SRO shall remain an employee of the Village at all times and is considered to be on special assignment to the District during the school year. The SRO shall remain under the command of the Chief of Police at all times and shall be subject to the administration, supervision, and control of the Village, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and the Village shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the Village. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the Village's worker's compensation insurance.

Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. While on the District premises, the SRO works at the direction of the Superintendent or a designee, while maintaining adherence to all personnel rules of the Village.

5. SRO Work Schedule. The Village will provide two SROs on student attendance days during the school year from 7:30 a.m. to 3:30 p.m., except as otherwise mutually agreed by the Parties or as set forth herein. The District may from time to time request that a SRO work at an extracurricular District event or activity outside of the SRO's customary hours ("Evening Time"). If an SRO works such Evening Time at the District's request, the Parties understand and agree that the SRO shall be granted an equivalent amount of time off from his/her customary hours during the school day within the same Village biweekly pay period, it being the mutual

intent of the Parties that each SRO shall be assigned by the Village to the District forty (40) hours per week during the school year. The Parties agree to cooperate with one another wherever feasible to avoid exceeding forty (40) hours worked by an SRO during any work week, or eighty (80) hours during any Village biweekly pay period. Where no time off is granted to compensate for the Evening Time as set forth herein, the District shall pay the Village overtime for all hours worked by an SRO in excess of 40 per workweek in accordance with the provisions of Section 7(I).

SROs shall be present every day during the school year that classes are scheduled to take place, except as the Parties may otherwise mutually agree from time to time to compensate for Evening Time and avoid overtime, and as otherwise provided herein. The SROs will be encouraged by the Parties to minimize discretionary absences on school days. In the event that one SRO is absent, on vacation, or otherwise unable to be present on a student attendance day, the Parties agree that the remaining SRO would be posted at the high school and a second on-duty Village police officer shall remain available at all times to respond promptly to a call from the District as the need arises. If both SROs are unavailable on a student attendance day, then the Chief of Police shall designate and provide one (1) substitute officer to act as the SRO for the day and a second on-duty police officer shall remain available at all times to respond promptly to a call from the District as the need arises.

On days when school is not in session, the SRO may be assigned to duty at the Police Department.

Any semi-permanent or permanent adjustment to the SRO's schedule shall be in writing and subject to the agreement of the Village and the District.

While on-duty at the District and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform. The SRO will be armed and will also carry handcuffs and a Police Department radio.

6. SRO Duties. The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

- A. Enforce all laws and municipal ordinances to coordinate our efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;
- B. Investigate all criminal complaints involving juveniles taking place in District schools;
- C. Provide information and give presentations to students, staff and parents in areas such as drug and alcohol prevention, online safety, cyber bullying, criminal gang activity, vandalism, theft, personal violence, trespassing, and other civil rights and legal

topics of interest to the District and within the SRO's area of expertise;

- D. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;
- E. Be proactive regarding patterns of delinquency, street gang membership and activity and problem areas around the school to strive toward prevention, operational excellence and efficiency;
- F. Assist school personnel with managing escalated and agitated clients, crowd control and vehicle traffic patterns to strive toward prevention, operational excellence and efficiency;
- G. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions;
- H. Maintain and report to the District a record of reported criminal incidents and arrest activities;
- I. Serve as liaison between the District and the Police Department;
- J. Maintain a high level of visibility during arrival, lunch, passing periods and departure as schedule permits;
- K. The Parties acknowledge that police officers are responsible for criminal law issues, not school discipline issues. Thus, absent exigent circumstances, the SRO will not enforce school policies and regulations involving student behavior and discipline except in exigent circumstances; and
- L. Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the Village.

7. Compensation.

- A. It is the intention of the Parties that the District shall pay 50% of all expenses associated with the Village's employment of the SRO during the term of this Agreement. These expenses include, without limitation, the following:

- i. Wages, including overtime and sick pay;
- ii. Employer contributions to FICA and Medicare
- iii. Health, vision, dental and life insurance;
- iv. Training;
- v. Uniform allowance; and
- vi. Police pension contributions.

B. 2018-2019: For the 2018-2019 school year, the District shall make a payment to the Village equal to ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS \$115,000.00 (“First Annual Payment”), which the Village agrees appropriately compensates the Village for providing SROs to the District under the terms of the Agreement.

C. Successor years: For each school year after the 2018-2019 school year through the end of the term of the Agreement, the annual payment (“Annual Payment”) shall be increased by 4.0% over the Annual Payment remitted for the preceding school year.

D. Each Annual Payment shall be paid within thirty (30) days of receiving a written invoice from the Village for the total Annual Payment due for the current school year. The Village shall invoice the District on or about January 31st annually. The Annual Payment shall be due and owing to the Village in accordance with the terms and conditions of the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

E. Early Termination:

- i. If the Agreement terminates prior to the end of a school year but after the District has remitted payment, the Village shall reimburse the District an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days remaining in the then-current school year following effective termination of the Agreement)

- ii. If the Agreement terminates prior to the end of a school year but before the District has remitted payment, the District shall pay the Village an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days elapsed in the then-current school year prior to the effective termination of the Agreement)

F. District further agrees to pay the overtime cost incurred by the Village wherever the District requests the SRO for Evening Time. Said overtime

costs will be the responsibility of the District. An hourly overtime rate shall be listed in **Exhibit B**. The Village will bill the District on a monthly basis for all overtime costs incurred in the prior month.

8. Accommodations. The District shall provide the SRO with the equipment, accommodations and information reasonably necessary for the SRO to accomplish his/her job, including without limitation, District computer access codes, District office phone, District view capability of camera systems, key fob for any electronic access control system, and keys for interior and exterior access.

9. Assessment and Evaluation. Each SRO position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the police officers designated by the Village as SROs, with a collaborative performance appraisal process involving District and Village officials. Interim performance assessments may be conducted as needed or required. In the event that the Village receives a SRO Replacement Request from the District, the matter will be the subject of immediate review and communication between the District and the Village. Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

10. Access to Records.

A. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District and shall be maintained at the District in accordance with all applicable State and Federal laws and regulations. The Parties agree to comply with all state and federal laws governing the handling of records, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 *et seq.*), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 *et seq.*), and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the District's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

B. Village Records. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the Village and may constitute law enforcement records and shall be maintained by the Village in accordance

with all state and federal laws and regulations governing the release of these records. In accordance with law, all records generated and maintained solely by the SRO and the Village shall not constitute student records.

11. Termination. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this Agreement by mutual consent and agreement.

12. Insurance.

A. The Villages and District agree that they will each obtain and maintain, at all times during the term of the Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an "A-5" or better rating in the current edition of Best's Key Rating Guide, with contractual coverage containing agreements to defend, indemnify and hold harmless as set forth in the section below, and in no event will such policies have less than the following coverage:

- i. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury and property damage.
- ii. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
- iii. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.
- iv. Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for all of its employees, in strict compliance with state law, and will be solely responsible for accounting for, reporting and paying all costs in connection therewith.

B. Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party's self-insurance.

C. All such policies in which either Party is a named insured shall name the other Party's members, employees, agents, and volunteers as additional insureds.

- D. The Parties shall furnish one another with certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement each year in which the Agreement is in effect.
- E. The policies shall provide that the policies will not be terminated, canceled or materially changed without ten (10) days advance written notice to the other Party to the Agreement. Any such payment made will be reimbursed by the other Party upon demand.

13. Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, their governing Boards, members, officers, employees, agents, representatives and volunteers, in their individual and official capacities (collectively, "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by Indemnitees arising from, incident to, connected with or growing out of any wrongful or negligent act or omission of the other Party, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "Indemnitor"), acting within the scope of their authority and related to the performance of this Agreement. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Parties and/or any of their respective officials, officers, employees, volunteers and or/agents. Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered in duplicate at, the following address:

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

With a copy to: Mark Heinle
Ancel, Glink, Diamond, Bush, DiCianni &
Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563
Email: mheinle@ancelglink.com

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Coal City Community Unit School District No. 1
550 S Carbon Hill Road
Coal City, IL 60416
ATTN: Superintendent

With a copy to: _____

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

18. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

19. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

21. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

**COAL CITY COMMUNITY SCHOOL
DISTRICT NUMBER 1**

By: _____
Village President

By: _____
Board President

ATTEST

ATTEST

By: _____
Village Clerk

By: _____
Board Secretary

EXHIBIT A

Minimum SRO Qualifications

The SRO must, at a minimum, possess the following qualifications:

1. Be a sworn peace officer in good standing with the Police Department;
2. Be off probation as a police officer with the Police Department;
3. Have at least two years of active duty police experience;
4. Have strong oral, written and interpersonal skills, including public speaking;
5. Experience in and knowledge of drug and gang awareness;
6. Be able to function as a strong role model for students in the District; and
7. Pass a criminal background investigation pursuant to 105 ILCS 5/10-21.9.

EXHIBIT B

Overtime Rates

APPENDED HERETO

4824-3257-3549, v. 1

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 25, 2018

RE: MEADOW ESTATES PHASE FOUR ACCEPTANCE

The Village Board adopted a security agreement with Mark Scaggs, the developer of Meadow Estates, Phases 1 through 4 in order to gain additional infrastructure improvements as provided within the final approved Plat for the last phase of subdivision development. The security agreement calls for the acceptance of the infrastructure upon its approval. At the time of approval, a 2-year maintenance bond is to be provided to ensure the improvements are stable after their initial installation.

To date, everything has been installed beside the final courses of asphalt within the curb lines. The Village's Engineer from Chamlin Engineering has overseen the improvements to ensure they meet the requirements of the Village. Asphalt was to be poured until the rains called off the final course of the roadwork to be completed. It is anticipated this work will be completed by Wednesday's meeting.

Mark Heinle reviewed the suggested course of action and the Village should actually receive the infrastructure improvements upon their completion. Once this is done, the maintenance bond shall be posted and the security may be released. Ryan Hansen shall be coming back from some time off and provide the Engineer's recommendation for the acceptance of the improvements. The sale and acceptance of infrastructure had not occurred previously, which is why the current resolution calls for the acceptance of all phases of improvement; this is a best management practice to be utilized for future improvements (for example - the infrastructure installed by Hoffman Transportation), but had been completed in practice after the Board previously accepted the Engineer's recommendation and allowed the maintenance bond to be posted.

Recommendation:

Adopt Resolution No. _____: Accepting the Public Infrastructure Improvements for Phase One through Four of Meadow Estates subdivision.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE MEADOW
ESTATES SUBDIVISION, PHASES 1 – 4**

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

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID SPESIA
Village Trustees

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

on _____, 2018

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE MEADOW
ESTATES SUBDIVISION, PHASES 1 – 4**

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, the Village has the authority to adopt ordinances and resolutions and to promulgate rules and regulations that pertain to its government and affairs, including the use of land within its corporate boundaries, and to protect the public health, safety, and welfare of its citizens; and

WHEREAS, Scaggs Development Corp. is an Illinois corporation with its principal offices at 24655 Blackhawk Drive, Channahon, Illinois 60410 (“Developer”); and

WHEREAS, Developer, as part of its construction of the development known as Meadow Estates Subdivision, has secured approval from the Village of a Preliminary Plat for Meadow Estates Subdivision (“Meadow Estates”), as originally approved by the Village on February 13, 2006 pursuant to Resolution 06-02 and as subsequently amended and approved from time to time by the Village, including, most recently, on June 28, 2017 pursuant to Resolution 17-09 (cumulatively, the approved iterations of the Preliminary Plat for Meadow Estates Subdivision as amended from time to time shall be known as the “Preliminary Plat”);

WHEREAS, Developer, has secured approval from the Village of Meadow Estates in stages to allow for staged and incremental development of Meadow Estates, having received approval of a Final Plat of Subdivision for Meadow Estates Phase 1 (approved by the Village via Resolution 06–11, adopted on October 23, 2006; hereinafter, “Phase 1”), Final Plat of Subdivision for Meadow Estates Phase 2 (approved by the Village via Resolution 15–08, adopted on June 22, 2015;

hereinafter, "Phase 2"); Final Plat of Subdivision for Meadow Estates Phase 3 (approved by the Village via Resolution 15–16, adopted on November 23, 2015; hereinafter, "Phase 3"), and Final Plat of Subdivision for Meadow Estates Phase 4 (approved by the Village via Resolution 17–09, adopted on June 28, 2017; hereinafter, "Phase 4"), and the plans submitted by Developer and approved by the Village in connection with the building permit, zoning, and subdivision approvals granted by the Village for Meadow Estates Phases 1 – 4 (cumulatively, the "Project"); and

WHEREAS, Developer has constructed various public improvements to serve the Project including, among others, and without limitation, sewer and water improvements, storm water, pavement, lighting, sidewalk, street improvements, erosion control and other improvements as set forth in the Bill of Sale attached hereto and incorporated herein as Exhibit A (hereafter the "Public Improvements"); and

WHEREAS, the Village Engineer has recommended that the Village accept the Public Improvements related to Meadow Estates Phases 1 - 4, as identified on the bill of sale attached as Exhibit A to this Resolution;

WHEREAS, Developer has provided the required bill of sale, attached hereto as Exhibit A, and other required documents for the Public Improvements, including maintenance bonds with 24 month terms in the required amount for the Phase 1, Phase 2, Phase 3 and Phase 4 Public Improvements; and

WHEREAS, the Village finds that it is in its best interest to accept said Public Improvements and begin the maintenance period for the Phase 4 maintenance bonds.

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. CONDITIONAL ACCEPTANCE.

- A. That The Village hereby accepts, upon the recommendation of the Village Engineer, the Public Improvements constructed as part of the development of Phases 1, 2, 3 and 4 of the Meadow Estates Subdivision in accordance with the approved plans and specifications, and accepts all of the right, title and interest in the Public Improvements for public use and benefit constructed as part of the development of Phases 1, 2, 3 and 4 of the Meadow Estates Subdivision, and hereby commences the 24 month maintenance period for the Public Improvements associated with Phase 4.
- B. This enactment shall be deemed null and void if Developer fails to execute, or cause to be executed, all documents that the Village requests to transfer ownership of the Public Improvements to, and to evidence ownership of the Public Improvements by the Village, free and clear of all liens claims, encumbrances, and restrictions unless otherwise approved by the Village. The documents transferring ownership of the public improvements to, and to evidence ownership of the public improvements by the Village shall be acceptable in form and substance to the Village Attorney, in substantial accordance with the Bill of Sale attached hereto as Exhibit A; and

SECTION 3. RESOLUTION OF CONFLICTS. All enactments 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. EFFECTIVENESS. This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this _____ day of _____, 2018, at Coal City, Grundy and Will Counties, Illinois.

AYES:

ABSENT:

NAYS:

ABSTAIN:

APPROVED this _____ day of _____, 2018.

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

BILL OF SALE

[Attached on following pages]

4820-7212-1965, v. 1

BILL OF SALE

Seller, Scaggs Development Corp., an Illinois corporation (“Seller”), in consideration of TEN AND NO/100 (\$10.00) DOLLARS, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, warrant and set over to the Village of Coal City, an Illinois municipal corporation, in Grundy and Will Counties, Illinois (“Village”), the public improvements herein described.

The public improvements (“Property”) are shown on the record drawings entitled, _____, originally dated _____, 20____, and last updated _____, 20____, prepared by _____, a copy of which is attached hereto and incorporated by reference herein.

Seller hereby represents and warrants to the Village that Seller is the absolute owner of said Property, that said Property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said Property and to make this Bill of Sale.

Seller warrants the labor and materials comprising the Property associated with Phase 4 for a period of two (2) years from the date of the Village’s acceptance thereof.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale this ____day of _____, 2018.

SCAGGS DEVELOPMENT CORP.,

By: _____
(Type or Print Name Here)

Its: _____

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 25, 2018

RE: INDUCEMENT RESOLUTION FOR HOFFMAN TRANSPORTATION

At the last Regular Board Meeting, an annexation petition was received from representatives of Hoffman Transportation for the possible annexation of property south of Fire Station #2 between the approved development and Berta Road also known as the "Kodat" property.

Since this property is located outside of the Village's current tax increment finance district boundaries, any expenditures upon improvements on this property may not be recovered via an economic incentive from the Village of Coal City. The Village's TIF consultant are preparing an inducement resolution which reserves the right for the developer to possibly receive an incentive if one is desired at a later date. This is being prepared and shall be issued at the meeting.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 25, 2018

RE: CONSOLIDATION OF IPBC SUBPOOLS REQUIREING HEALTH INSURANCE SUBPOOL RULES AMENDMENT

The Village of Coal City has utilized the Illinois Personnel Benefits Cooperative (IPBC) to gain access to self-insured health insurance benefits. This access is provided via a subpool of similar municipalities, which comprise the Eastern Will Benefits Consortium (EWBC). Due to the benefits and competitive advantage that come along with IPBC participation, Coal City's health insurance has been much steadier than the standalone purchase of health insurance even resulting in a decrease for this year's health insurance benefits contribution.

In order to maintain stable pricing for the annual renewals, it is necessary to maintain size and number of personnel employed; this has led to the expansion of the EWBC over the past five years. However, while more governmental entities have joined the EWBC, the collective bargaining agreements for some municipalities has led to a reduction in the total number of persons covered. Meanwhile, while this has occurred to the EWBC, the Southwest Agency for Health Management (SWAHM) has experienced attrition due to some members electing to start a brand new pool of insureds that closely replicates the IPBC. A combination, at this time, makes sense to achieve the same scale as has been enjoyed by the group in the past. Having stable numbers of persons insured results in stable rates form year to year.

Folding the EWBC and entering into the SWAHM shall not make any difference to the Village employee group. However, to be a member in good standing with the IPBC (the larger group to whom all individual plan holders and subpools belong) each entity formerly with EWBC must adopt the SWAHM subpool's bylaws. There is a list of SWAHM's current membership in Appendix A of the SWAHM bylaws.

Recommendation:

Adopt Resolution No ____: Adopting SWAHM bylaws to participate in IPBC health insurance benefits.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE WITHDRAWAL
FROM A GOVERNMENTAL SELF-INSURANCE SUB-POOL
AND MEMBERSHIP IN ANOTHER GOVERNMENTAL
SELF-INSURANCE SUB-POOL AND REQUESTING THE
APPROVAL OF THE BOARD OF DIRECTORS OF THE
INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE (IPBC)**

WHEREAS, the Village of Coal City, has for some years, been a Member of the Eastern Will Benefit Cooperatve (“EWBC”), a sub-pool which has been a Member of the Intergovernmental Personnel Benefit Cooperative (IPBC); and

WHEREAS, this governmental body wishes to authorize its delegate to vote at its existing sub-pool for its withdrawal and for that same person to be selected as our representative to a new governmental self-insurance sub-pool (Southwest Agency for Health Management “SWAHM”); and

WHEREAS, the IPBC, which is an Intergovernmental Cooperative, which provides health claim and other coverages for its Members, must approve the Membership of both sub-pools and their Members.

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

SECTION 1. The Corporate Authorities of this governmental body authorize its withdrawal from the EWBC sub-pool under such terms and conditions as that sub-pool shall establish and which our delegate agrees to by seeking such withdrawal.

SECTION 2. The Corporate Authorities authorize the execution of an Intergovernmental Agreement consenting to become a Member of an existing sub-pool called SWAHM. The appropriate officers of this governmental body are authorized to execute the Contract and By-Laws Document of that sub-pool, a copy of which is attached to this Resolution.

SECTION 3. This governmental body requests that the Board of Directors of the IPBC take such actions as are required to permit this governmental body to take the actions authorized in Sections 1 and 2 of this Resolution effective July 1, 2018.

SECTION 4. This Resolution shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

CERTIFIED AS TO CORRECTNESS:

Mayor or President

ATTEST:

Clerk or Secretary

**IPBC SUB-POOL
CONTRACT AND BY-LAWS
FOR THE
SOUTHWEST AGENCY FOR HEALTH MANAGEMENT**

THIS INTERGOVERNMENTAL AGREEMENT creating the Southwest Agency for Health Management (“SWAHM”) is made and entered into by and between the Charter Members listed on Appendix A (“Charter Members” or “Members”) and such other MEMBERS as shall subsequently be approved and which shall adopt this Contract and By-Laws document in its present form or as it may subsequently be amended.

W I T N E S S E T H :

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, 5 ILCS 120, et seq., Illinois Compiled Statutes, 2014, as amended, entitled the “Intergovernmental Cooperation Act,” authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, units of local government within Illinois have found it increasingly expensive to provide health, life insurance and other health-related benefits to their officers and employees; and

WHEREAS, a large number of local governmental entities previously undertook a series of studies to determine the feasibility of entering into an Intergovernmental Personnel Benefit

Cooperative for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective officers and employees, and concluded that the creation of such a Cooperative was financially and administratively feasible; and

WHEREAS, the corporate authorities of a number of units of local government have organized the Intergovernmental Personnel Benefit Cooperative, (“IPBC”), and have adopted a combined Contract and By-Laws for such Agency; and

WHEREAS, the Contract and By-Laws of the IPBC (“IPBC By-Laws”), as amended, allows combinations of units of local government, other governmental bodies, quasi-governmental bodies and non-profit public service entities to contract with each other to create an intergovernmental benefit subpool with the rights and powers equivalent to that of a single member of IPBC; and

WHEREAS, the Charter MEMBERS created the Southwest Agency for Health Management effective June 20, 1992, hereinafter referred to as the “SWAHM” and have Membership as a subpool in the IPBC; and

WHEREAS, the MEMBERS, with this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in SWAHM and with regard to the IPBC;

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate the parties agree, as follows:

1. Incorporation of Recitals

The recitals contained hereinabove are incorporated herein by reference as substantive provisions of the Agreement.

2. Participation

The membership of SWAHM shall consist of those Charter Members which are parties to this Agreement provided that Charter Members with at least ten lives covered by Membership will be included in the sub-pool plus any other governmental entity admitted to membership as a MEMBER from time-to-time, less any MEMBER which withdraws or is expelled from SWAHM in accordance with the provisions of this Agreement. MEMBERS of SWAHM may also add listed entities as defined in the IPBC By-Laws. The MEMBER who lists other entities to its membership shall be the sole MEMBER of SWAHM and shall be responsible for all costs and duties of membership provided herein. The MEMBER may make such arrangement as is desired with the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Agreement. The admission of new MEMBERS and their listed entities and the listing of additional entities by any MEMBER shall take place only after a favorable two-thirds (2/3) vote of the entire membership of the Board of Directors of SWAHM and subject to the payment of such sums and under such conditions as the Board shall in each case or from time-to-time establish. Such conditions may include participation in or benefit from any HMO or indemnity plan surpluses. In addition to the approval of the SWAHM Board of Directors, the admission of such new MEMBER or listed entity must be approved by the Board of Directors or the Executive Committee of the IPBC prior to the admission of such prospective MEMBER or such listed entity.

3. Representation

Each MEMBER shall, by majority vote of its corporate authorities, appoint one (1) person as delegate to represent that MEMBER on the Board of Directors of SWAHM for a term of one (1) year or until a successor is selected. An alternate delegate may also be appointed to serve when the primary delegate is unable to carry out his duties. Neither the delegate nor the alternate need be an elected official. The failure of a MEMBER to appoint a delegate or the failure of the delegate to participate shall not affect the responsibilities or duties of a MEMBER under this Agreement. At its first meeting of each plan year, of the IPBC, the Board shall elect one (1) delegate to serve as both Chairperson of the Board and representative to the IPBC. An IPBC alternate representative shall also be elected. The term of office for the Chairperson and other officials shall be for a period of one (1) year, or until a successor is selected. The Board may, from time-to-time, establish other offices and may select a delegate to serve in any of such offices. The Board may fill any vacancies which may occur in such offices until the end of the term.

4. Responsibility of the Board of Directors

The Board of Directors shall determine the general policy of SWAHM with respect to SWAHM's membership in IPBC, as well as the relationship between SWAHM and its MEMBERS. Policies established by the Board of Directors shall be followed by the representative and/or alternate representative to IPBC. In the absence of the establishment of a specific policy regarding a matter, the representative and/or alternate representative shall vote in that manner believed to best represent the interests of the majority of the MEMBERS.

No one serving on the Board of Directors shall receive any salary or other payment from SWAHM and any salary, compensation, payment or expenses for such delegate shall be paid by each MEMBER separate from this Agreement.

5. Voting

Each MEMBER shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the designated delegate or the alternate. Proxy or absentee voting shall not be permitted, although the Board of Directors may approve of electronic participation in accordance with law. Voting shall be conducted according to the following procedures:

- a. A quorum shall consist of a majority of the delegates of the MEMBERS then in office. A simple majority of a quorum shall be sufficient to pass upon all matters except as otherwise provided herein.
- b. Voice voting shall be permitted unless one (1) or more MEMBERS requests a roll call vote or the vote requires greater than a majority vote for passage.
- c. A two-thirds (2/3) affirmative vote of the entire membership of SWAHM shall be required to amend the plan of benefits available to the officers or employees of its MEMBERS, to admit a new MEMBER or listed agency or expel a MEMBER or listed agency, to amend this Agreement, and such other matters as the Board shall establish as requiring a two-thirds (2/3) affirmative vote, provided that such a rule can only be established by at least a two-thirds (2/3) affirmative vote of the entire membership.
- d. Any amendments to this Agreement which involve the manner in which SWAHM shall function as a MEMBER of the IPBC or the financial obligations of SWAHM or its MEMBERS to the IPBC shall not become effective after passage by the Board of SWAHM unless such amendment is also approved by a two-thirds (2/3) affirmative vote of the IPBC Board.

6. Meetings

Meetings of the Board of Directors shall be held at least two (2) times a year. The dates of meetings of the Board shall be established by the Chairperson in consultation with the membership. Special meetings may be held at the call of the Chairperson or by any three delegates. Any item of business may be discussed at a regular meeting but it cannot be voted upon unless it was included on the agenda. Business conducted at special meetings shall be limited to those items specified in the agenda. Ten (10) days' written notice of regular or special meetings shall be given to the delegates of each MEMBER by the Chairperson in consultation with the membership or the convening authority. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chairperson of the Board of Directors or by the convening authority.

To the extent not contrary to this Agreement, and except as modified by the Board of Directors, Robert's Rules of Order, Latest Edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all delegates of the Board of Directors and to each MEMBER and to the Chairman of the IPBC.

7. Finances

A. SWAHM shall be considered a single MEMBER of IPBC, (as defined in IPBC By-Laws), for purposes of determining its required contribution to the IPBC. Each separate MEMBER of SWAHM shall be responsible for its share in the cost of membership in IPBC, which cost shall be in direct proportion to the number of employees and officers of the MEMBER whose benefit programs are to be administered by IPBC as compared to the total number of such persons in SWAHM, along with uniform method to determine differences in benefit plans and claims history and the obligations of Members to contribute to payments and cost of collective self-

insurance divided among the MEMBERS under formulas approved by the IPBC Board of Directors. Proposed changes in benefit plans must be approved by SWAHM and subject to the review and approval process in Article IX of the IPBC By-Laws.

B. SWAHM is responsible for all payments due from each of its MEMBERS. Payment may be made to a MEMBER acting as an agent for IPBC or with the approval of the IPBC from individual MEMBERS to the IPBC. In the event that a MEMBER of SWAHM should default in any payments due to the IPBC, it shall be the responsibility of the non-defaulting MEMBERS, in proportion to their payments to SWAHM, to make up the deficit, including costs of collection, after which they may take any action required to recoup their advances. In case SWAHM should dissolve, each shall be liable for its proportional share of the default or owed amounts, plus any costs in collection. Each separate MEMBER shall promptly pay to the agent for SWAHM or to the IPBC such monthly, supplementary or other payments as shall be due the IPBC. Payments shall be due within thirty (30) days after written notice from the IPBC of the amounts due.

In the event that a MEMBER of SWAHM should default in its financial obligations, both the SWAHM and the IPBC shall have the right to take action to recover such funds as are owed plus interest at the highest rate which may be paid by an Illinois non-home rule municipality and the costs of collection.

8. Plan of Benefits

Each MEMBER agrees to accept the Plan of Benefits put in place at the direction of the Board of Directors of SWAHM.

9. Obligations of MEMBERS

The obligations of each MEMBER to SWAHM and to IPBC shall be, as follows:

- a. To promptly pay all monthly and supplementary or other payments due to IPBC at such times and in such amounts as shall be established by IPBC within the scope of this Agreement and the IPBC By-Laws. The MEMBER shall also be responsible for all payments, costs and expenses established from time-to-time by the Board of Directors of SWAHM, within the scope of this Agreement. Any delinquent payments shall accrue a penalty, which, for a period of non-payment, shall be equivalent to the highest interest rate allowed by statute to be paid by an Illinois non-home rule municipality plus collection costs.
- b. To appoint a delegate and an alternate on the Board of Directors of IPBC.
- c. To allow IPBC and SWAHM reasonable access to all facilities of the MEMBERS and all records, including but not limited to financial records which relate to the purpose and powers of IPBC and SWAHM.
- d. To furnish full cooperation to IPBC and SWAHM attorneys, claims adjusters, Committees, the Benefit Administrator and any agent, employee, officer, or independent contractor, of IPBC and SWAHM relating to the purpose and powers of IPBC and SWAHM.
- e. To report to IPBC as promptly as possible all claims made to it within its benefit program as administered by IPBC.

10. Reserve Fund

SWAHM shall establish accounts in the IPBC Benefit Fund, the Administration Fund, the HMO Fund and other established funds, (the "Reserve Funds"), for the purpose of establishing a

pool of funds to be used to pay for deficits in annual contributions and setting aside funds in the event that one or more MEMBERS decides to withdraw from membership in SWAHM. A separate accounting shall be established to determine each individual Member's balance within the IPBC Funds. The exact amount of the Reserve Funds balance for each MEMBER will be determined after the audit is approved by the IPBC Board. If, after the audit process has been completed, a Reserve Fund balance below the amount specified above for one or more MEMBERS occurs, those MEMBERS with a Reserve Fund balance below the amount specified above must pay, within 150 days after the audit has been approved, an amount directly to the delinquent Reserve Fund or Funds to cover the shortfall. New MEMBERS of SWAHM shall, as a condition of membership shall adhere to the IPBC Fund Balance Policies. Payment shall be made to reach this reserve level by the end of the third full fiscal year of membership. If any MEMBERS leave this subpool before all such funds have been paid to the IPBC, the IPBC may choose to withhold the payment to any SWAHM MEMBER of claims in the amount of the deficiency.

If one or more MEMBERS chooses to withdraw from SWAHM, the fair share of Reserve Funds shall be used to pay its "run-out claims," with any surplus funds paid to the MEMBER after all sums due IPBC and SWAHM associated with its participation have been paid. If the amount on deposit in the Reserve Funds of the withdrawing MEMBER is not adequate to pay its "run-out claims," then the Reserve Funds of the remaining MEMBERS may be drawn down in a proportional manner to cover any shortfall prior to the withdrawing MEMBER fulfilling its contractual obligation to cover the shortfall or the IPBC may terminate paying such claims until the required Reserve Fund payments are made.

11. Withdrawal/Termination

A. MEMBERS shall be obligated to continue as MEMBERS during the term as established by the Board of Directors of IPBC until individual withdrawal. The current term of the IPBC, itself is through June 30, 2025. The obligation of a MEMBER until the individual withdrawal, shall include continuing participation with regard to all classes of officers and employees of the MEMBER, not including its listed entities, established as being entitled to any health benefits when it became a MEMBER of SWAHM. Provided, however, a MEMBER shall only be required to provide continued participation for those persons within said classes of officers and employees as are actually employed or working for the MEMBER or as otherwise permitted to its MEMBERS by the IPBC.

Any MEMBER may withdraw from membership by giving written notice of such intention to withdraw to all other MEMBERS of SWAHM, and to the Chairman of the IPBC at least one hundred twenty (120) days prior to commencement of the then next fiscal year of the IPBC. Withdrawal from Membership can only take place at the end of a fiscal year of the IPBC. Failure to give such notice shall obligate the MEMBER to continue as a MEMBER of SWAHM for the next fiscal year except where SWAHM withdraws from IPBC, IPBC terminates or the IPBC declines to permit SWAHM to remain within the COOPERATIVE, with a reduced membership or for any other reason permitted under the IPBC Contract and By-Laws. Withdrawal by SWAHM shall only be made to take effect at the end of the then-current fiscal year in the same manner as other MEMBERS of the IPBC.

B. If a MEMBER should withdraw from SWAHM, no benefit claims of the MEMBER shall be processed or paid by the IPBC after the close of the plan year in which withdrawal takes place,

unless the MEMBER of SWAHM shall, in order to receive such services, provide funds or there are already adequate Reserve Funds applicable to the MEMBER available to pay said claims.

C. A final accounting of the withdrawing MEMBER's fair share of its Reserve Funds shall occur during the audit process for the last plan year that the withdrawing MEMBER was a MEMBER of SWAHM. After all amounts to the IPBC, if any, are paid, all remaining funds shall be refunded to the withdrawing MEMBER or, if that MEMBER is still in default, then to SWAHM within thirty (30) days after the aforementioned audit is approved.

D. In the event that a non-appealed or appealable order of a court in which IPBC is a party should decide that SWAHM may not be a MEMBER of the IPBC, then this Agreement shall terminate, provided, however, that to the extent permitted by law, the termination shall take place in accordance with Paragraph 11-B hereof.

12. Expulsion of MEMBERS

By the vote of two-thirds (2/3) of the entire remaining membership of the Board of Directors of SWAHM, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following reasons:

- a. Failure to make any payments due to SWAHM or the IPBC.
- b. Failure to furnish full cooperation with the IPBC's attorneys, Committees, claims adjusters, Benefit Administrator and any agent, employee, officer or independent contractor of the IPBC or SWAHM relating to the purpose and powers of the IPBC or SWAHM.
- c. Failure to carry out any obligation of a MEMBER which impairs the inability of SWAHM to carry out its purposes and powers.

No MEMBER may be expelled except after notice from SWAHM of the alleged failure along with a reasonable opportunity of not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that fifteen (15) day period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board to expel a MEMBER after notice and hearing and a failure to cure the alleged defect shall be final unless the Board shall be found by a court to have committed a gross abuse of discretion. After expulsion, the former MEMBER shall continue to be fully obligated for any payment to the IPBC or SWAHM, which was created during the term of the administration of its claims along with any other unfulfilled obligation as if it was still a MEMBER of SWAHM.

The obligation of the IPBC to administer the claims filed under the benefit program of the expelled MEMBER shall cease thirty (30) days after the date of expulsion, provided that such obligations shall only exist where there is a credit balance held by the IPBC to the account of SWAHM or such a credit balance is created. The IPBC shall not be required to pay any benefits for the expelled MEMBER after the actual date of expulsion if a deficit in amounts owed to the IPBC should exist at any time during the thirty (30) day period. Within sixty (60) days after the last claim of the MEMBER is paid by the IPBC, a final accounting of funds owed or owing shall take place. Pending claims and other records of the expelled MEMBER shall be turned over to that MEMBER in a prompt manner. With regard to any claims payable under an HMO program, where the IPBC has entered into a contract with the HMO provider to pay continuing benefits after

termination, the expelled MEMBER shall be required to pay all amounts in excess of those within its Reserve Funds and, pending such payments, SWAHM shall be responsible for making the payment or reimbursing the IPBC.

In the event that the Board of the IPBC should vote to expel SWAHM from membership so long as a particular municipality or listed entity was a MEMBER of SWAHM, that MEMBER or listed entity shall be deemed to have been expelled from SWAHM in the same manner as if the SWAHM Board had taken that action.

13. Acceptance of Contract and By-Laws of the Intergovernmental Personnel Benefit Cooperative

The Charter MEMBERS and other MEMBERS, by agreeing to be bound by this Intergovernmental Agreement, hereby agree to accept the terms and conditions contained within the Contract and By-Laws of the IPBC, as of the date of this Agreement and as amended from time-to-time, except that the IPBC By-Laws may not be amended to require from SWAHM duties or responsibilities different from the other MEMBERS of the IPBC and not initially contained within this Agreement or amendments thereto, agreed to by SWAHM, by action of the Board of Directors.

14. Commencement of Agreement

This Agreement shall be in full force and effect and legally binding upon the signatory MEMBERS as of the date of its passage by the corporate authorities of the Charter Members and the approval by the Board of Directors of the IPBC.

15. Contractual Obligation

This Agreement shall constitute the contract among those units of local government which become MEMBERS of SWAHM. The obligations and responsibilities of the MEMBERS set forth

herein, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the MEMBERS. The terms of this Agreement may be enforced in a court of law or equity either by SWAHM itself, by any of its MEMBERS or by the IPBC. A consideration for the duties herewith imposed upon the MEMBERS to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the MEMBERS set forth herein and the advantage gained by the MEMBERS and anticipated reduction of administrative costs for the processing of personnel benefits. That except to the extent of the financial contributions to SWAHM and the IPBC agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no MEMBER agrees or contracts herein to be held responsible for any claims of any kind against any other MEMBER outside of the scope of SWAHM or the IPBC.

16. Entire Understanding

This Agreement sets forth the entire understanding of the parties and may only be amended as provided for herein.

17. Assignment

This Agreement shall not be assigned by any party hereto.

18. Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed to be an original.

19. Governing Law

This Agreement shall be governed in accordance with the laws of the State of Illinois.

By execution of this Contract and By-Laws document, we do hereby certify that its approval and our membership has been authorized by our governing Board of _____.

DATED: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

APPENDIX A

Charter Members – July 1, 1992

**Village of Lemont
Village of Mokena
Village of New Lenox
Village of Plainfield
Village of Shorewood**

Such Other Members

**City of Lockport- July 1, 2008
Village of Glen Ellyn – January 1, 2009
Village of Homer Glen – January 1, 2009
City of Crest Hill – August 1, 2010
Lincolnway Public Safety Communications Center – September 1, 2016**

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: July 25, 2018

RE: PURCHASE OF F-250 PICKUP TRUCK

The 5-year CIP included the purchase of a F-250 Pickup Truck within Public Works. That purchase, which was budgeted at \$25,000 came in on a State Bid at \$29,677. Outfitting this truck with additional equipment including an 8' V-Plow along with the control box and lighting will bring the total purchase from Landmark Ford to a total of \$39,252. The total budgeted expenditure from the Utilities Budget had been estimated at \$36,000.

Local dealerships were requested to bid on this unit, but they stated they could not compete against the State base bid that came in under \$30,000. The total purchase for this unit is scheduled within Program 51-00. This unit will be able to plow alleys and Village property in addition to being utilized by Public Works and Utilities.

Recommendation:

Approve the Purchase of an F-250 with Plow from Landmark Ford off of the State Bid for \$39,252.

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Coal City

2019 Ford F-250 state contract # 4018300	\$	20,940.00
4x4 option		2,453.00
super-cab option 8' bed		2,598.00
Limited slip axle		359.00
Snow Plow prep package		79.00
Intergrated brake controller		249.00
Power equipment group		915.00
Extra heavy Altenator		85.00
LT245/75Rx17e all terain tires		165.00
Rustproof/Undercoat		389.00
Strobe lights front & rear		795.00
Extra Key no remote		45.00
Lic & title M-Plate		175.00
110 Volt outlet		75.00
Vinyl Buckets with mini console		355.00
Color white/gray Vinyl interior		
Sub total		29,677.00
OTHER		
TOTAL		

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve Decker Ph 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Coal City

2019 Ford F-250 state contract # 4018300

continued

Boss Snow Plow 8' V-Plow

7,750.00

Full length driver side pick-up box tool box alum treadplate Weather quard

1,150.00

Amber light bar 18" mounted top of Cab

675.00

Sub total

39,252.00

OTHER

TOTAL

\$

39,252.00

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve Decker Ph 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS