

**COAL CITY
VILLAGE BOARD MEETING
WEDNESDAY
NOVEMBER 28, 2018
7:00 P. M.**

(Immediately following the Public Hearing)

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

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of minutes November 14, 2018
4. Approval of Warrant List
5. Public Comment
6. Presentation Jane Wills concerning leaf burning policy
7. Resolution 18-33 *A Resolution Establishing Essential Services
and their Supporting Revenues Source Resulting in the Alternative*

*Revenue Bonds of 2015 – the Tornado Bonds, to be Paid Via
Property Taxes Collected in the Upcoming Annual Levy*

8. Ordinance 18-30 Sexual Harassment Policy Update Reflecting
Statutory Amendments
9. Annual Liability Insurance Renewal Approval
10. Report of Mayor
11. Report of Trustees
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - N. Nelson
12. Report of Village Clerk
13. Report of Village Attorney
14. Report of Village Engineer
15. Report of Chief of Police
16. Report of Village Administrator
17. Executive Session to Discuss Personnel 5 ILCS 120/2 (c)(1)
18. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 28, 2018

**RE: ADOPTION OF RESOLUTION ESTABLISHING ESSENTIAL
FUNCTIONS REQUIRING ALTERNATIVE REVENUES TO PASS DEBT
RELATED TO THE TORNADO FUNDS ONTO THE ANNUAL LEVY**

The Village of Coal City experience an EF-3 Tornado on June 22, 2015 at a time that the State of Illinois had been without and continued to go without a working budget for a number of years. Although the Governor declared a State of Emergency during the event, the total costs failed to reach the level by which federal funds from FEMA assist with Public Aid projects. The FEMA level is established in order for States to assist with regionally significant storms that do not meet the federal funding level; the State of Illinois is devoid of such funding.

In the interim, the Village of Coal City utilized its existing debt issuance capabilities and pledged alternative revenue bonds in order to raise the monies necessary to begin and continue recovery immediately after the storm has impacted the community. The attached Resolution highlights many of the efforts and details that have brought the Village Board of Trustees to the current consideration of allowing the bond debt to be passed onwards to the Village's taxpayers. At this point it remains the only option to maintain current service provisions and maintain the necessary debt payments.

In addition to the Resolution are some of the IEMA and FEMA damage assessment requirements. Due to the number of roads impacted by the storm, the original damage assessment due to the storm was nearly \$13.1 million; over \$10 million of this damage was due to the shortened life cycle and deterioration of public streets and alleys due to the heavy machinery and equipment that rolled through the community in the immediate aftermath. This figure was reviewed by IEMA and reduced downward to \$3,091,777 for inclusion into IEMA's statewide aggregation of the storm event, which failed to exceed \$18.3 million.

Recommendation:

Adopt Resolution No. ____: Establishing the Essential Services and their Supporting Revenues Source Resulting in the Alternative Revenue Bonds of 2015 – the Tornado Bonds, to be Paid Via Property Taxes Collected in the Upcoming Annual Levy.

**A RESOLUTION ESTABLISHING ESSENTIAL SERVICES AND THEIR
SUPPORTING REVENUE SOURCE RESULTING IN THE ALTERNATIVE REVENUE
BONDS OF 2015 – THE TORNADO BONDS, TO BE PAID VIA PROPERTY TAXES
COLLECTED IN THE UPCOMING ANNUAL LEVY**

WHEREAS, the Village of Coal City is a non-homerule municipality and is restricted in its means of borrowing revenues as well as limited in its means of amount and type of borrowing; and

WHEREAS, the Village of Coal City experienced an EF-3 Tornado on June 22, 2015 (6-22 Tornado) resulting in damage to nearly 1/3 of its total housing stock and the complete reconstruction of 160 residential structures; and

WHEREAS, the Village experienced significant blight conditions and cleared its streets in an urgent manner to restore the character of the community and aid in the reconstruction of what had been loss; and

WHEREAS, the Village called upon multiple mutual aid response networks, including, but not limited to the Illinois Public Works Mutual Aid Network (IPWMAN), Illinois Law Enforcement Alarm System (ILEAS), and the South Suburban Building Officials Association (SSBOA) as well as received different types of support from the non-profit community via the assistance of Coal City's local ecumenical community, relief agencies such as the Salvation Army, Catholic Charities, Team Rubicon and Red Cross limiting the overall recovery expenditures in order to restore the community from the chaos that fell along with the weather from the sky one summer evening in 2015; and

WHEREAS, the Illinois Emergency Management Agency (IEMA) aggregated multiple events during the storm system, which caused multiple events connected with the multiple funnel clouds that wreaked havoc throughout Coal City, but such events resulted in emergency response expenditures totaling approximately \$15.1 million, which was 84% of the federal funding formula required to receive federal aid related to the 6-22 Tornado; and

WHEREAS, although the total aggregated emergency response expenditures exceeded the minimum FEMA federal funding level of a majority of states within the Union, IEMA did not recommend Governor Rauner push for the support of federal participation in the relief for qualified emergency expenditures; and

WHEREAS, the State of Illinois offered any assistance possible and/or necessary to assist with the cleanup from the 6-22 Tornado had previously swept the Emergency Relief Fund maintained to assist with disasters that do not exceed the FEMA federal funding threshold, failed to balance a budget until nearly three years had passed since the Tornado's path fell upon Coal City, and has exhausted all existing programs in order to provide funding to assist with the debt associated with the cost of the Tornado's cleanup; and

WHEREAS, the State of Illinois is unable to provide any funding to assist the Village with its short-term emergency response needs to the 6-22 Tornado or its longer-term community

recovery by assisting with the Village's debt service obligations related to the cost of rebuilding the community; and

WHEREAS, the Village issued \$3,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2015 on December 29, 2015 (the "Bonds") in accordance with and pursuant to the Local Government Debt Reform Act, in order to secure the public health and safety in the aftermath of the 6-22 Tornado, re-establish impaired infrastructure, remove dangerous debris, maintain security throughout the response, and renovate impacted neighborhoods; and

WHEREAS, interest on the Bonds is due and payable semiannually on each June 1 and December 1, having commenced on June 1, 2016 and continuing through December 1, 2030, with principal payments coming due on December 1 in each year 2020 through 2030; and

WHEREAS, the Village pledged all collections distributed to the Village from Retailer's Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (cumulatively, the "Sales Taxes"), the Village's distributive share of State of Illinois income taxes imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act ("Revenue Sharing Receipts"), Telecommunications Taxes, Electric Utility Taxes and Gas Utility Taxes, (cumulatively, the "Utility Taxes"), and all collections from grants and/or insurance proceeds related to reimbursement of damages resulting from the 6-22 Tornado (cumulatively, the "Disaster Related Proceeds") [cumulatively, the Sales Taxes, Revenue Sharing Receipts, Utility Taxes and the Disaster Related Proceeds constitute the "Pledged Revenues" for the Bonds], each of which constituted a "Revenue Source" within the meaning of Section 15 of the Local Government Debt Reform Act; and

WHEREAS, the Pledged Revenues were forecast to be not less than 1.25 times the aggregate annual debt service in each year of the Bonds; and

WHEREAS, the Bonds are payable from the Pledged Revenues and a direct annual ad valorem tax levied against all taxable property in the Village without limitation as to rate or amount; and

WHEREAS, the Village filed a Bond Order in connection with the Bonds with the Grundy and Will County Clerks on December 31, 2015, directing the Grundy and Will County Clerks, respectively, to levy taxes each year from levy year 2018 through levy year 2029 in specified amounts sufficient to satisfy the Village's debt service obligations on the Bonds; and

WHEREAS, \$553,250 will come due in principal and interest on the Bonds during calendar 2019; and

WHEREAS, the Pledged Revenues received in calendar 2018 were lower than the Village's projections, but have been deemed necessary to maintain essential Village services, operations and capital as set forth more particularly herein; and

WHEREAS, besides working closely with the State of Illinois, the Village of Coal City diligently worked upon alternative solutions for identifying additional revenues including hiring additional staff and consulting services to identify qualified state programming, continuously responding to requests by the State of Illinois for information to attempt in qualifying past expenses for existing state programs, and attempted to received permission from the residents of Coal City to receive home rule authority to generate additional revenue to assist with the upcoming debt payments; and

WHEREAS, the Village has exhausted all efforts during calendar 2018 and previous years following issuance of the Bonds to identify and collect supplementary revenues from all lawful sources to supplement the Pledged Revenues and avoid the extension of the levy in whole or in part passing through the debt service burden on the Bonds to Village taxpayers, but for the reasons set forth more particularly herein, the Corporate Authorities hereby find and determine that the Village has made a good-faith effort to pay debt service on the Bonds from the Pledged Revenues, but that the Pledged Revenues are insufficient to both fund debt service obligations coming due on the Bonds in 2019 and maintain essential Village functions.

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

Section 1. The above-stated recitals are incorporated by this reference.

Section 2. The Village Board of Trustees deem the following programmatic expenditures as necessary and essential:

<u>Program</u>	<u>FY19 Budgeted Expenses</u>
01-21 Police Department (w/out Pension)	\$1,649,728
01-41 Street & Alleys	705,330
01-71 Emergency Management	12,219

These essential services include security of business and residential property as well as the proper maintenance of infrastructure to ensure streets are passable and storm water is conveyed in the proper manner. The total budgeted expenditures for these services is \$2,367,277.

Section 3. The Village relies upon certain revenues to ensure these essential services shall be provided. Within the FY19 Budget, the General Fund revenues budgeted to allow for the expenditure on these essential services include:

<u>Line Item</u>	<u>FY19 Budgeted Revenue</u>
01-31-311 Property Taxes (unobligated)	\$674,065
01-31-311.2 Audit Tax Levy	25,000
01-31-311.3 Street Lighting Levy	50,000
01-31-311.5 Street & Bridge Levy	37,500
01-31-313.1 Telecomm Tax	150,000
01-31-313.2 NI Gas Tax	55,000
01-31-313.3 ComEd Tax	175,000

01-31-326	Cable Franchise	55,000
01-31-344	Sales Tax	600,000

The revenues utilized to support these essential services total \$1,821,565 represent 77% of the total monies required to support the aforementioned essential services.

Section 4. The revenues in Section 3 are Pledged Revenues that have been re-directed to debt service on the Bonds, along with other legally available funding sources, such as revenues anticipated to be provided from the State of Illinois and/or the federal government in response to and in order to restore the community from the effects of the 6-22 Tornado. The cumulative revenues actually budgeted to be received or expected from the State of Illinois and the federal government for debt service repayment purposes to date total \$0.00.

Section 5. The Village President and Trustees (the "Corporate Authorities") hereby find and determine that the Pledged Revenues are necessarily allocated to and appropriated for the essential services described hereinabove and are therefore insufficient and unavailable to pay debt service on the Bonds coming due in 2019. As such, the Corporate Authorities find and determine that abating the levy and extension of property taxes in order to meet the Village's debt service obligations on the Bonds for levy year 2018 is unfeasible.

SO RESOLVED 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

REPORT TO THE VILLAGE BOARD
SUBMITTAL OF INITIAL DAMAGE ASSESSMENT COST (IDA)
ILLINOIS EMERGENCY MANAGEMENT AGENCY

The village has two potential sources of state and federal reimbursement for tornado relief and recovery. Some costs for debris management may be eligible for reimbursement from the State of Illinois. Restrictions apply, and the scope is narrow. The second source is a federal emergency declaration which opens FEMA funding. In order for a disaster to be declared in Illinois, the damages must exceed \$18.3 M. The threshold for Grundy County is \$3.0 M.

A state form, Report of Initial Damage Assessment Cost, is used by agencies to report costs to the Illinois Emergency Management Agency (IEMA). Staff, working in cooperation with engineers, not-for-profit groups, and neighboring communities, compiled expenses for submission. The submitted report is an initial assessment, and may be amended at a later date (we are still finding damages). Alternately, the State or FEMA may review the report and exclude some expenses. Expenses were broken into seven categories: Debris Removal, Emergency Protective Measures, Road/Bridge Systems, Water Control Facilities (Flood Mitigation), Buildings and Equipment, Utility Systems, and Parks, Recreation, Other. When specific types of equipment are used, guidelines establish specific rates for each piece of equipment for credits. Wages for village employees working during their normal work hours are not eligible. However, overtime wages are eligible.

Summary of submitted costs:

Debris Removal (Category A): \$1,138,797

Some of these costs may be eligible for direct reimbursement from the State of Illinois without a formal federal declaration. Expenses identified in debris removal include equipment credits, credits for employees from other communities, debris removal under contract from private companies, and credits for volunteer efforts (e.g. Team Rubicon). To date, the total of received or estimated invoices is \$580,721.

Emergency Protective Measures (Category B): \$105,916

The majority of these costs (\$100,480) reflect costs associated with public safety. The figure includes credits for the hours police cars were in use, credits for work hours of employees from other agencies, overtime wages for Coal City police, and miscellaneous supplies. Other law enforcement agencies provided more than 770 hours of service during the event. The category also includes \$5,436 for use of an emergency generator at a lift station.

Road/Bridge Systems (Category C): \$10,477,894

Chamlin & Associates conducted a survey of village roads impacted by the tornado and subsequent recovery. Damage to roads is evaluated at \$9,146,539 and includes items such as cracked pavement, damaged shoulders, and cracked manhole castings. Also included in this category is \$246,000 for streetlight repair/replacement, \$1,060,315 for sidewalk repair/replacement (which is only 25% of the linear footage of the affected roadways; i.e. 1/8 of the sidewalk within the affected area), and \$24,640 for street signs.

Water Control Facilities (Category D): \$0

This category is primarily for flood control and flood control structures. The Village had no identifiable costs in this category. The lack of costs was due primarily to the disaster resilient infrastructure constructed beginning when the Village residents funded storm conveyance improvements totaling approximately \$7.5 M. Had these improvements not been in place, the rainfall during and after the tornado would have greatly exacerbated the impact of the disaster.

Buildings and Equipment (Category E): \$451,020

This category included \$86,600 for costs related to expanding Building Department services (additional part time staff, trailer, utilities, and supplies). Approximately \$90,000 was included for demolishing buildings and associated legal costs. Repairs to damages to Village parks include \$3,704 in Campbell Park, \$51,934 in repairs to Lions Park, and \$6,446 in the Dog Park. At this point in time, insurance claims are pending and the status of their reimbursement is unknown. Village Hall costs include \$48,000 in support staff for the Village Administrator, as well as \$20,000 each reserved for potential legal and engineering fees.

Utility Systems Category (Category F): \$915,665

This category includes water supply and sanitary sewer systems. Approximately \$25,600 has been reserved for meter replacement. Rebuilt homes must have a new water meter installed. If this funding becomes available, the Village could reimburse the meter cost to those home owners who had to purchase a new meter.

During the tornado event, a portion of the Hunters Run Lift Station sustained damage. After evaluation by Chamlin & Associates, the Hunter's Run and Coaler Lift Stations could be eliminated and networked with the gravity flow network. This scope would fall under the umbrella of resiliency (reducing further exposure where damage has occurred).

Parks, Recreation, Other (Category G): \$0

As most park damages were structural, these costs have been included in "Buildings and Equipment".

Summary

The IDA form was prepared with moving and abbreviated timelines, last minute or incomplete billing information, and an eye to not just addressing immediate costs, but costs related to resolving impacts caused by the storm as well. The Village may expand the scope of the IDA as time and information warrant. The submittal of the IDA is a first step in disaster aid: additional submittals will be required. As mentioned earlier, potential funding is through two sources: IEMA Debris Removal programs (the Debris Removal category), and (in the event of a federal disaster declaration) FEMA. Either of these agencies may find specific costs ineligible for assistance.

This submittal identifies disaster and recovery costs as known to date. Some line items have been or will be paid shortly. However, the inclusion of an item does not obligate the Board to complete the work if financial aid is not available.

**Illinois Emergency Management Agency
Public Assistance Program**



Initial Damage Assessment Cost Tabulation

County Grundy Organization Village of Coal City Page 1 of 1
 Type of Event Tornado Date(s) of Event June 22, 2015 to July 24th, 2015
 Contact Name Matt Fritz Phone No. (815) 634-8608 Email Address mfritz@coalcity-il.com

Facility/ Location	Category A Debris Removal	Category B Emergency Protective Measures	Category C Road/Bridge Systems	Category D Water Control Facilities	Category E Buildings and Equipment	Category F Utility Systems	Category G Parks, Recreation, Other	Total Costs
Affected Area	\$ 1,338,797.00	\$ 100,480.00			\$ 177,352.00	\$ 25,665.00		\$ 1,642,294.00
Campbell Park					\$ 3,704.00			\$ 3,704.00
Lions Park					\$ 51,934.00			\$ 51,934.00
Dog Park					\$ 6,446.00			\$ 6,446.00
Village Hall					\$ 88,384.00			\$ 88,384.00
Street Lights impacted			\$ 246,400.00					\$ 246,400.00
Street Signs impacted			\$ 24,640.00					\$ 24,640.00
Hunters Run Lift Station		\$ 5,436.00				\$ 445,000.00		\$ 450,436.00
Coaler Lift Station						\$ 445,000.00		\$ 445,000.00
Sidewalks impacted			\$ 132,539.00					\$ 132,539.00
Totals	\$ 1,338,797.00	\$ 105,916.00	\$ 403,579.00	\$ 0.00	\$ 327,820.00	\$ 915,665.00	\$ 0.00	\$ 3,091,777.00

Enter costs under each category (see checklist) and then total costs for each location and category. For more information about the Public Assistance Program, please refer to the information on our website www.iema.illinois.gov/iema/disaster/pa.htm or call any member of our Public Assistance staff at 217-782-8719.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 28, 2018

**RE: STATUTORY AMENDMENT TO PUBLIC ENTITY SEXUAL
HARASSMENT POLICIES**

Although the Village of Coal City has a policy governing harassment within the workspace, the Illinois legislature has been creating specific statutory requirements to be included within all municipalities. Nearly a year ago, the legislature had enacted an amendment requiring the Village to incorporate specific statutory language within the Village's policy. At this time the Village must incorporate another amendment to the Human Rights Act.

The recent update (P.A. 100-1066) to the Illinois Human Rights Act expands the time period to file formal discrimination charges with the Illinois Department of Human Rights or EEOC from 180 days to 300 days. This requires an update to the Village's sexual harassment policy. The proposed ordinance updates the Village's policy and is appended to the Ordinance as Exhibit A.

Recommendation:

Adopt Ordinance No. ____: Amending the Village's Sexual Harassment Policy to Reflect State Statute Expanding the Period in which Charges may be Filed with the Department of Human Rights or the EOC.

THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER _____

**AN ORDINANCE AMENDING VILLAGE'S SEXUAL HARASSMENT POLICY TO
REFLECT STATUTORY CHANGE EXPANDING PERIOD TO FILE CHARGES WITH
THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS OR THE EQUAL
OPPORTUNITY COMMISSION**

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 AMENDING VILLAGE'S SEXUAL HARASSMENT POLICY TO REFLECT STATUTORY CHANGE EXPANDING PERIOD TO FILE CHARGES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS OR THE EQUAL OPPORTUNITY COMMISSION

WHEREAS, the Village of Coal City (hereinafter, "the Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village previously established a sexual harassment policy; and

WHEREAS, the Illinois General Assembly recently changed the time limit in which complaints may be filed with the Illinois Department of Human Rights and the Equal Opportunity Commission from one hundred eighty (180) days to three hundred (300) days; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the Village to amend the sexual harassment policy for the Village to incorporate the new three hundred (300) day complaint procedure established by Illinois law; and,

WHEREAS, all prior existing sexual harassment policies of the Village of Coal City shall be superseded by the updated Policy Prohibiting Sexual Harassment adopted by this Ordinance; and,

WHEREAS, should any section or provision of this Ordinance or the updated Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this Ordinance or adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid.

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

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

SECTION 2. AMENDMENT. The Policy Prohibiting Sexual Harassment is hereby amended as set forth in Exhibit A to this Ordinance, attached to and incorporated herein, and is hereby adopted and established as the updated Sexual Harassment Policy for the Village of Coal City.

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

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this _____ day of _____, 2018, at Coal City,
Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PRESENT:

APPROVED:

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

EXHIBIT A

AMENDED POLICY PREVENTING SEXUAL HARASSMENT

[APPENDED HERETO ON FOLLOWING PAGES]

4851-0902-0026, v. 1

SEXUAL HARASSMENT PROHIBITION POLICY

Introduction

The Village of Coal City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including sexual harassment. Therefore, the Village expects that all relationships among persons in the workplace, including relationships with members of the public, will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, officer, official, elected official, agent, volunteer, and vendor of the Village as well as anyone using the Village's facilities, to refrain from sexual harassment. The Village will not tolerate sexual harassment of or by any of its employees and elected officials. Actions, words, jokes, or comments based on an individual's sex, sexual identity or orientation, civil union partnership, or any other form of sex discrimination or harassment will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, sexual orientation, civil union partnership, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the Village prohibit disparate treatment on the basis of race, religion, age, national origin, sex, sexual identity or orientation, civil union partnership, or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against sexual harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

Definition of Sexual Harassment

Sexual harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

(iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties and does not require an employment relationship.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, text messages or other workplace communications); and other physical, verbal or visual conduct of a sexual nature.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related and/or Village sponsored social events.

Any employee who engages in practices or conduct constituting sexual harassment shall be subject to disciplinary action, up to and including discharge. Any Village official (including an elected or appointed official) who engages in practices or conduct constituting sexual harassment shall be subject to appropriate remedial action, up to and including removal from office.

Retaliation Is Prohibited

The Village prohibits retaliation against any individual who reports sexual harassment, participates in an investigation of such reports, or files a charge of sexual harassment. Retaliation against an individual for reporting sexual harassment, for participating in an investigation of a claim of sexual harassment, or for filing a charge of sexual harassment is a serious violation of this policy and, like sexual harassment itself, will result in disciplinary action, up to and including termination or removal from office against the retaliator.

In addition to remedies afforded you in this policy, should you be subjected to retaliation for reporting sexual harassment, participating in the investigation of

any such report, or for filing a charge of sexual harassment with the Illinois Department of Human Rights or any other federal, state, or local governmental agency with jurisdiction over such a charge, you have the right to file a **retaliation** charge with the Illinois Department of Human Rights (**IDHR**) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, (312) 814-6200 **or the Equal Employment Opportunity Commission (EEOC) at the Chicago District Office located at 500 West Madison Street, Suite 2000, Chicago, Illinois 60661, 1-800-669-4000.** **Complaints with the IDHR and the EEOC must be filed within 300 days of the alleged retaliation.** You may also have rights or recourse under the Illinois Whistleblower Act and/or the State Officials and Employees Ethics Act.

Reporting Procedure

The Village strongly urges the reporting of all incidents of sexual harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have proven to be essential to the resolution of actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the Village strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to sexual harassment from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

If you experience or witness sexual harassment, you should deal with the incident(s) as directly and firmly as possible by reporting the incident(s) to your immediate supervisor, your department head, and/or the Village Administrator. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, e-mails, and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint. Following are steps you can take in the reporting process:

- **Direct Communication with the Offender:** If you experience or witness sexual harassment, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee, you

should clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.

- **Report to Supervisory and Administrative Personnel:** At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate supervisor, department head or the Village Administrator. If you feel uncomfortable doing so, or if your immediate supervisor and/or department head is the source of the problem, condones the problem or ignores the problem, report directly to the Village Administrator. If the Village Administrator is the source of the problem, condones the problem, or ignores the problem, you should contact the Mayor.
- **Report to Village Administrator:** An employee may also report incidents of harassment or discrimination directly to the Village Administrator. The Village Administrator or his or her designee will promptly investigate the facts and take corrective action when an allegation is determined to be valid. If your complaint alleges harassment by the Village Administrator, or if he or she condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the Mayor. An investigation will be conducted and appropriate action will be taken when an allegation is determined to be valid. At no time will personnel involved in the alleged harassment conduct the investigation.
- You have the right at any time to contact the ~~Illinois Department of Human Rights (IDHR)~~ or the EEOC at the addresses and/or telephone numbers listed above, about filing a formal complaint. **An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must also be filed within 300 days.** Thereafter, depending upon the results of the IDHR's investigation and the time required to complete the investigation, the IDHR may file a complaint with the Illinois Human Rights Commission (HRC), located at 100 W. Randolph St., Ste. 5-100, (312) 814-6269, or you may have the right to

file a complaint on your own behalf either in circuit court or directly with the HRC.

Complaints Against Non-Employees and Third Parties

If you make a complaint alleging sexual harassment against an agent, vendor, supplier, contractor, volunteer or person using the Village's programs or facilities, the Village Administrator will investigate the incident(s) and determine the appropriate action, if any. The Village will make reasonable efforts to protect you from further contact with such persons.

Responsibility of Supervisors and Witnesses

Any supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any employee should immediately advise the Village Administrator, who will investigate the conduct and resolve the matter as soon as possible. All employees are encouraged to report incidents of harassment, regardless of who the offender may be or whether or not you are the intended victim.

The Investigation

Any reported allegations of sexual harassment will be investigated promptly. The Village will make every reasonable effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The Village serves notice that third parties, including attorneys for the Village, may be used to investigate claims of sexual harassment.

False and Frivolous Complaints

Given the seriousness of the consequences for the accused, a false and frivolous charge of harassment is a major offense that can itself result in disciplinary action, up to and including discharge or, in the case of an officer, suspension or removal

from an elected or appointed position. False and frivolous complaints are those accusations with respect to which the accuser is using a harassment complaint to accomplish an end other than stopping the harassment. The term does not refer to charges made in good faith that cannot be proved.

Responsive Action

Subject to legal guidelines, the Village will make the initial determination as to whether sexual harassment has occurred based on a review of the facts and circumstances of each situation. Misconduct constituting sexual harassment or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment or demotion, temporary suspension without pay, termination, or, in the case of an officer, removal from an elected or appointed position, as the Village believes appropriate under the circumstances.

Conclusion

While we hope to be able to resolve any complaints of harassment within the Village, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint, and, if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor.

While we hope to be able to resolve any complaints of harassment within the Park District, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint, and, if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor.

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: November 28, 2018

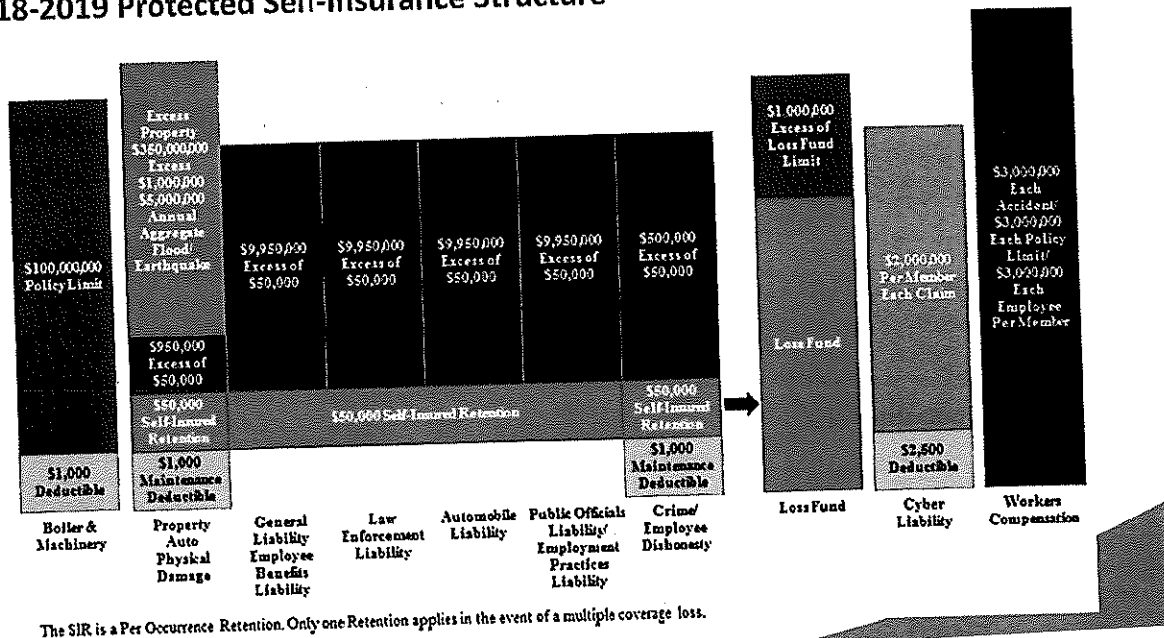
RE: ANNUAL WORKERS' COMPENSATION AND LIABILITY INSURANCE RENEWAL

Each year, the Village purchases liability insurance as well as workers' compensation insurance to guard against the out-of-pocket costs of potential claims against the Village due to its operations and to protect the property including buildings and equipment. Much like homeowner's insurance, as the policy is utilized to payout for damages more frequently the cost of renewal increases. Coal City has a very stable renewal increasing total premiums by 1.12%. Due to Coal City's status as being an initial member, the Insured But Not Reported (IBNR) for the first year of IMIC was declared as surplus resulting in Coal City to receive \$10,958 over the

BRIT Insurance Public Entity Program



2018-2019 Protected Self-Insurance Structure



next three years (this will be explained under an additional memo once the monies are received). This is the residual value aside from the amount that had been originally saved by funding the Loss Fund at 85%, which saved IMIC \$90,000 initially in 2014.

As a reminder to the Board, Coal City entered into the Illinois Municipal Insurance Cooperative (IMIC), which carried an initial membership requirement of 3 years. Since its inception, the group has grown as other municipalities attempt to identify means of controlling the cost for these necessary coverages. Each of the members contributing to a loss fund spreads the liability across a larger number of communities and limits the liability of each member retaining only a portion of the total claims to be paid out from IMIC assets (self-insured retention). To date, claims have mainly been paid from the self-insured retention; some, including the Village's tornado experience, exceeded \$50,000 and utilized the first layer of excess liability coverage (insurance purchased to cover claims exceeding \$50,000 up to \$2 million). *Due to the past success of IMIC, the entire group is enjoying annual reliable renewals that include lower rates and more coverage. The Workers Compensation coverage provided by IPRF is one whole renewal saving each of the members thousands of dollars.* The coverage is provided so that any occurrence counts as one occurrence across the entire group; i.e. if a tornado hits in Coal City and Braidwood (also an IMIC member), there is only one deductible to be paid and the claim accelerates through the excess coverage layers as one total number. This means all of the municipalities do not need to fear one weather event hitting in multiple locations – this will count as one occurrence and only take a maximum of \$50,000 from the loss fund.

Coal City's renewal is listed below. The specific coverages for each of the policies are provided for your review. Gallagher has provided fully bounded insurance renewal documentation, however, summaries have been provided. Coal City continues to be a leader within the consortium with its risk assessment and continued training for all of the Village's employees – this due to the focus of the Department Heads and participation of the Safety Committee. This past year the Public Works Department began a stretching program that spends time each morning attempting to eliminate the strains and twists that often come with the physical labor associated with Public Works duties. Coal City's training risk and safety training outstrips most of the other municipalities. This approach is being embraced with Loss Control across the entire municipal group for the upcoming year

<u>Coverage</u>	<u>Expiring Premium</u>	<u>Next Year's Premium</u>
Workers Compensation	\$82,229	\$77,372
Liability	<u>147,010</u>	<u>154,438</u>
	\$229,239	\$231,810

Due to the Village's membership within IMIC, the cooperative has agreed upon the rates set for each of its member municipalities.

Recommendation:

Renew the Workers' Compensation Coverage and Liability insurance coverages with IMIC, as outlined for 2019 with a total liability of \$231,810.

Illinois Municipal Insurance Cooperative

Premiums/Fees Comparison Expiring to Recommended Carriers

Village of Coal City

Description	2017-2018 @ 85% Funding	2018-2019	
		Initial Contribution 85% Funding	Maximum Costs
Property, General Liability, Excess Liability, Police Professional Liability, Public Officials Liability, Employment Practices Liability, Automobile, Crime	\$52,697	\$55,700	\$55,700
Loss Fund	\$59,500	\$62,790	\$73,870
Cyber Liability	\$1,932	\$2,379	\$2,379
Excess Property	\$4,853	\$4,816	\$4,816
Equipment Breakdown	\$700	\$1,032	\$1,032
Workers Compensation*	\$82,229	\$77,372	\$77,372
Claims Administration	\$3,543	\$3,213	\$3,213
Loss Control	\$1,000	\$1,000	\$1,000
Brokerage Fee	\$10,000	\$10,000	\$10,000
SLT & Fees	\$2,285	\$2,427	\$2,427
Total Premium	\$218,739	\$220,729	\$231,810

Exposure Summary

Description	2017-2018	2018-2019
Total Insurable Values	\$18,381,597	\$18,960,964
Population	5,587	5,587
Gross Operating Expenditures	\$12,533,122	\$12,533,122
Police (Including Jail Personnel)	11	11
Armed	11	11
Vehicles	26	28
Payroll	\$2,046,070	\$2,141,167

Coal City Police Department
Weekly Summary of Activities
Thursday 11-08-18 – Wednesday 11-14-18

During this period, there were 53 calls for service, 22 verbal warnings and 0 assist Grundy County Sheriff's Dept.

Significant Incidents

11-10-18 at 1:37 AM, Police were dispatched to a S. Broadway St. business for a disturbance call. Police spoke with a father and his adult son who were both intoxicated, yelling and provoking each other. Police were able to resolve this incident and both males were driven away from the scene.

11-11-18 at 8:11 PM, police responded to a Circle Dr. apartment for a domestic disturbance call. The complainant stated her ex-boyfriend came into the apartment intoxicated and after a verbal argument he picked up one of the dogs and left. The complainant asked police how she could get the dog back. Police explained it was mutual property and it is a civil matter.

11-14-18 at 4:55 PM, police were dispatched to a W. Oak St. resident for an identity theft report. The complainant stated several attempts to open a credit card using his name and social security number. To date no credit cards were opened using the complainant's information.

Arrest Incidents

D.U.I.	1
Driving without Headlight	1
Domestic Battery	1
Expired Registration	1
Improper Lane Usage	1
Operating an Uninsured Motor Vehicle	1
Operating a Hand Held Device while Driving	1
Failure to Yield	1