

WEDNESDAY
APRIL 28, 2021
7:00 P.M.

AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of Minutes

Public Hearing	April 14, 2021
Regular Meeting	April 14, 2021
4. Approval of Warrant List
5. Public Comment
6. Authorize Mayor To Enter into a Memorandum of Understanding with Surf Air Wireless

7. Authorize Mayor to Enter into an Agreement with IDOT for Constructing of ADA Accessible Curb Ramps for Sidewalks and Upgrading Existing Curb Ramps Along Rt. 113
8. Approval of Sanitary Waiver Policy for Swimming Pool Filling
9. Authorize Mayor to Enter into a Contract with Chamlin Engineering for the 2021 Street Maintenance Project
10. Report of Mayor
11. Report of Trustees:
 - S. Beach
 - T. Bradley
 - D. Spesia
 - D. Greggain
 - R. Bradley
 - D. Togliatti
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 Acquisition of Property per ILCS 5 120/2(c)(5)
18. Adjourn

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 28, 2021

RE: LETTER OF UNDERSTANDING WITH SURF AIR WIRELESS

Negotiating has been taking place regarding a permanent franchise agreement with Surf Air Wireless regarding the placement of fiber within existing Village conduit as well as rights of way throughout the remainder of Coal City. This process can take a few revisions prior to reaching the final version, but Surf would like to begin building out immediately rather than wait for the agreement to be finalized.

Attached is a letter of understanding that places Surf Air at risk for the buildout of fiber within the Village's existing infrastructure in order to get from the home location located along the west side of W. Broadway northward beneath the BNSF railroad tracks. Ultimately reaching an agreement with Surf for their buildout is optimal versus pushing them towards an ICC-sanctioned method whereby they can simply buildout within the community without a franchise and avoid any fees being provided to the host community of Coal City.

With this in mind, a Letter of Understanding was created that described certain services to be provided by Surf and places the risk for starting prior to the franchise on them. If, for some reason the franchise negotiation stall and are never agreed upon, the fiber facilities will be removed or forfeited. Surf would like this in place to avoid the ICC filing and allow them to start planning their construction crews for buildout.

Although the letter provide 12 months for the franchise to be agreed upon, it is expected this will be ready within a month or two. This allows both side to take their time with any additional revisions to what has already been traded to date.

Recommendation:

Authorize Mayor Halliday to enter into the Letter of Understanding with Surf Air Wireless.

**UNDERSTANDING OF COOPERATION AGREEMENT
BY AND BETWEEN
THE
VILLAGE OF COAL CITY
AND
SURF AIR WIRELESS, LLC**

This Understanding of Cooperation Agreement (hereinafter, the "Agreement") is made between the Village of Coal City, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the "Village") and Surf Air Wireless, LLC, a Delaware limited liability company (including its operational affiliates, hereinafter, "Surf") this ____ day of _____, 2021 (the "Effective Date"). Village and Surf are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

STATEMENT OF INTENT

WHEREAS the Village intends to bring about further development and operation of a city-wide Fiber Optic Network to provide Broadband Internet Access Service. Surf intends to develop and operate a city-wide Fiber Optic Network to provide Broadband Internet Access Service.

WHEREAS The Village and Surf agree that collaboration and cooperation on the development and operation of the Fiber Optic Network will mutually benefit both Parties.

WHEREAS the Parties desire to enter into this Understanding of Cooperation Agreement to outline the activities for each Party.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

SECTION 1: Marketing

1.1. Press Releases. To generate outside interest in the Village of Coal City for residential and commercial growth, the Village and Surf will collaborate on press releases to advertise and promote Surf's Fiber Optic Network builds. Surf, in conjunction with the Village, will distribute press releases to the media and post on Surf's website.

1.2. Websites. To assist in letting residents and businesses know that Surf is an Internet provider in the Village, the Village will list Surf as an Internet Service Provider on its website. To better inform homeowners and businesses that they can receive fiber internet service in the Village of Coal City, Surf will list the Village on its website and link Village of Coal City's website to Surf's.

1.3. Communication. To communicate services and Surf's plan of fiber internet to residents and businesses, Surf will work with the Village and other community resources to mail, email, and distribute information at events as well as use social media. Surf will also post signage, use social media, and send mailings to Coal City's residents and businesses.

SECTION 2: Permit Process

2.1. Construction Bond. To simplify the permit application process and reduce permit processing time, Surf will maintain throughout network construction, a construction bond in the amount of Fifty Thousand and Zero Dollars (\$50,000.00) to the Village. Construction work by Surf and its hired sub-contractors, will be covered by this bond.

2.2. Permit Application. In order to minimize the permit application review time for the Village and to forecast a fixed permit review time period for Surf, the Village and Surf will establish a blanket permit process and agree upon a standard detailed design using kmz files for the permit applications. Once the construction is complete, Surf will update the kmz files with 'as built' information.

2.3. Locates. To assist the Village in planning manpower for its Locate activities, Surf will provide to the Village an ongoing forecast of its fiber construction plans.

SECTION 3: Construction Planning

3.1. Village Construction Projects. In order to minimize disruption of Village easements and public right of ways, and to minimize the fiber network construction costs to Surf, the Village will share information on planned road and utility construction projects with Surf. Surf will schedule fiber network construction to coincide with Village construction projects, whenever possible.

3.2. New residential housing. To enhance residential growth for the Village, the Village will inform Surf of planned new residential housing developments. Surf will schedule fiber network construction to coincide with the new housing development construction consistent with the Right of Way Agreement.

3.3. New commercial and industrial parks. To enhance commercial growth for the Village, the Village will inform Surf about planned new commercial and industrial developments. Surf will schedule fiber network construction to coincide with the new commercial and industrial developments consistent with the Right of Way Agreement whenever possible.

3.4 Fiber infrastructure installed by Surf is done so at risk since a franchise agreement has not yet been agreed upon. Should negotiation regarding a franchise fail, Surf shall adhere to the instructions of the Village as to its final disposition. One option for its final disposition shall include Surf removing all fiber facilities from within the conduit.

SECTION 4: Network Considerations

4.1. Village locations. To enhance the Village's communication network for its facilities, Surf will design access locations into its fiber network for all building and utility locations that are along Surf's fiber network. Surf will perform drop cable installation and splicing per utility location upon the Village's request to do so.

4.2. Network connectivity. Surf will provide free internet service to the Village Hall and provide connectivity between all the Village's fiber connected locations to create an internal Virtual Private Network (VPN) for the Village.

4.3. Village fiber conduit. To provide service ability to the Village's Broadway Street business district and to improve Surf's time to market and construction costs, Village will permit Surf to use the Village's fiber conduit duct to for its fiber distribution.

4.4. Fees. The Village will not charge Surf for use of the Village's fiber conduit and Surf will not charge the Village a monthly fee for internet for the Village Hall. Surf will not charge the Village for any drop cable installation for any of its buildings or utility locations provided that these drop cable installations meet Surf's standard installation practices. The Village will pay Surf for any drop cable installations that require additional work above Surf's standard installation practices.

4.5. Public Wi-Fi. Surf will install and operate a Public Wi-Fi system in the Village's Broadway Street business district for Village sponsored outdoor events. The Public Wi-Fi system will provide free internet connectivity for merchants and the general public during these events.

4.6. Business services. Surf will provide free basic internet service for businesses along the Village's Broadway Street business district for any business that requests service and is connected to Surf's fiber optical network.

4.7. 5G Neutral Host Services. Surf will make its Fiber Optic Network available to all telecommunications carriers on commercially reasonable and competitively neutral terms for the purpose of facilitating the deployment of commercial 5G wireless communication network services without unnecessarily disturbing the Village right-of-way.

SECTION 5: Term

5.1. Term and renewal. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date (the "Initial Term"). This Agreement shall automatically alongside an agreed upon franchise agreement to be determined within 12 months' time form the signing of this "Letter of Understanding."

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

VILLAGE OF COAL CITY,
an Illinois municipal corporation

SURF AIR WIRELESS, LLC,
a Delaware limited liability company

By _____
Village President

By _____
Its _____

ATTEST:

Village Clerk



Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois 61350-1628

April 7, 2021

Honorable Terry Halliday, Village President
Village of Coal City
515 S. Broadway St.
Coal City, IL 60416

FAS 301 (IL 113)
Section 113RS-4
Grundy County
Milling and Resurfacing, IL 113 in Coal City & Diamond
Contract No. 66E48

Dear President Halliday:

The Illinois Department of Transportation, District 3 office in Ottawa is currently preparing plans for resurfacing approximately 1.6 miles of IL 113 from Lincoln Street in Coal City to the Will County Line in Diamond. See the attached map.

In accordance with the Americans with Disabilities Act (ADA), IDOT hereby offers the Village the option of financially participating in constructing ADA accessibility curb ramps for sidewalks and/or upgrading existing substandard curb ramps along IL 113 within the Coal City village limits. Attached is a table identifying the locations where work is required to bring the sidewalk curb ramps into compliance with the ADA. No new pedestrian crossings within Coal City village limits are proposed with this project.

The State will assume 100% of the cost for ADA ramp work at locations where the intended pedestrian crossing passes through the state route. At locations where the intended pedestrian crossing passes through the local route only, and no modifications are necessary due to the state's proposed improvements, the Village would be responsible for 100% of the cost for ADA required ramp work. In conjunction with this contract, however, IDOT is offering the Village an opportunity to financially participate as a means to complete the ramp locations under local responsibility which are eligible for 80% State or Federal / 20% Village share of cost.

The preliminary estimated total cost to the Village for all optional ramp work is \$9,000 which includes 15% for engineering. It is the decision of the Village as to whether it elects to participate in constructing all, a portion, or none of the sidewalk ramps. If the Village decides to participate, a detailed estimate of cost based on the final plan quantities will be prepared for your review with the local agency agreement.

Honorable Terry Halliday, Village President
Village of Coal City
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April 7, 2021

Your preliminary decision is required before this office can proceed with preparing design plans for sidewalk curb ramps. The project is tentatively scheduled for a September 2021 contract letting; consequently, a response from the Village on the sidewalk curb ramp issue is needed by April 26, 2021. Project letting will depend on plan readiness and funding availability and is subject to change. Locations and design details can be further refined as more detailed cost estimates become available before final incorporation into a joint agreement.

In addition, IDOT requests that the Village provide any and all information that may not be evident to the Department at the proposed locations. Examples of this information may be, but is not limited to, locations of historical sites, underground vaults, heated sidewalk, utilities, right-of-way concerns, past complaints or suggestions made by disabled or visually impaired residents, any city-wide events or festivals that may interfere with construction activities, etc.

You will note there are two copies of this letter. Please check the appropriate response listed on the next page and affix your signature to both copies. Keep one copy for your files and return the second copy to the IDOT District 3 office in Ottawa. Should you agree to participate in any or all sidewalk ramp sites, this office will be in further contact with you regarding detailed plans and preparation of a Village-State agreement.

If you have any questions regarding this matter, feel free to contact Brad Duncan, Studies and Plans Project Engineer, at (815) 434-8420. Your assistance in this matter is appreciated.

Sincerely,

Masood Ahmad, P.E.
Region Two Engineer



By: Dave Broviak, P.E.
Studies & Plans Engineer

BD:dld

cc: Pamela Noffsinger, Village Clerk

Honorable Terry Halliday, Village President
Village of Coal City
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FAS 301 (IL 113)
Section 113RS-4
Grundy County
Milling and Resurfacing, IL 113 in Coal City & Diamond
Contract No. 66E48

Please mark the appropriate response in the box provided and return one copy to the IDOT District 3 office in Ottawa.

- ☐ The Village elects to financially participate in constructing sidewalk ramps at all attached identified sites.
- ☐ The Village elects to financially participate in not all, but selected sidewalk ramps (please specify locations under "Comments").
- ☐ The Village elects not to financially participate in any sidewalk ramp locations as part of the proposed project.

Comments: _____

Honorable Terry Halliday, Village President
Village of Coal City

Date

Location: Lincoln St in Coal City to Will county line.



D3#-3054

ADA RAMP SIDEWALK SCHEDULE

LOCATION	QUAD	SIDEWALK REMOVAL	PCC SIDEWALK 4"	RESPONSIBILITY
		SQ FT	SQ FT	
LINCOLN ST	NW	162	162	COAL CITY
	NE	15	15	COAL CITY
1ST AVE	NW	46	46	COAL CITY
	NE	81	81	COAL CITY
	SE	68	68	COAL CITY
	SW	101	101	COAL CITY
2ND AVE	NW	59	59	COAL CITY
	NE	83	83	COAL CITY
N 4TH AVE	NW	65	65	COAL CITY
	NE	82	82	COAL CITY
N 5TH AVE & RICHARDS ST	NW	40	40	COAL CITY
	NE	65	65	DIAMOND
	SW	75	75	COAL CITY
S BERTA RD	NW	97	97	STATE
	SW	87	87	STATE
MEADOW LN	NW	132	132	DIAMOND
	NE	65	65	DIAMOND
McGINTY ST	NW	67	67	STATE
	NE	131	131	STATE
	SE	80	80	STATE
TASH ST	NW	71	71	DIAMOND
	NE	46	46	DIAMOND
N DEWEY ST	NW	63	63	DIAMOND
	NE	71	71	DIAMOND
WALL ST	NW	64	64	DIAMOND
	NE	129	129	DIAMOND
REDMOND ST	NW	68	68	DIAMOND
	NE	52	52	DIAMOND
TINMAN ST	NW	73	73	DIAMOND
	NE	66	66	DIAMOND
DAYLEY ST	NW	49	49	DIAMOND
	NE	86	86	DIAMOND
SCHOOL ST	NW	67	67	DIAMOND
	NE	83	83	DIAMOND
CALKEY ST	NW	71	71	DIAMOND
	NE	57	57	DIAMOND
BERTA CURTIS RD	NW	84	84	DIAMOND
	NE	213	213	DIAMOND
WILL RD	NW	0	0	NO WORK
	NE	0	0	NO WORK
	SE	0	0	NO WORK
	SE	0	0	NO WORK
COAL CITY		877	877	
DIAMOND		1675	1675	
STATE		462	462	
GRAND TOTAL		3014	3014	

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 28, 2021

RE: ORIGINAL POOL INSTALLATION FILLING DISCOUNT

Village staff regularly receives inquiries from residents requesting a volume discount when filling pools each year. The Village rates reflect a volume discount within the per gallon rate already. However, using the historical information from the existing usage patterns it is possible to estimate a total amount for which the sanitary portion of the fee may be waived, since this volume of water will be used within the pool and never return to the Village's sanitary treatment plant for processing.

The attached policy would automatically allow one waiver connected to the building permit upon initial construction. There is a provision by which those homeowners who are replacing their pools may receive a waiver at that time as long as they inform utility billing prior to the event taking place.

Please review and consider this matter so it may be utilized as pool permitting season arrives for the current year.

Recommendation:

Adopt the Pool Filling Sanitary Fee Waiver Policy.

POLICY:

POOL FILLING SANITARY FEE WAIVER POLICY

BOARD ADOPTION:

REVISION:

The Village of Coal City annually reviews its water/sewer utility fees in order to ensure the rate of utilizing this resource results in the revenues required to run the operational costs associated with the provision of these utilities.

Residents occasionally question whether they may receive a discount for filling their pool due to the total volume of water they are utilizing. Or, it is requested that they could fill from a fire hydrant in order to fill the pool more quickly. Both of these measures would result in added staff time either tracking the utilization of the total increased volume provided or staffing the equipment for the hydrant assisted quick fills. For the utility it becomes problematic to provide a discount for services requiring additional staffing time.

However, the Village does provide a "water only" rate when adopting the utility rate annually. This rate, usually utilized for the sale of water to Carbon Hill or for industrial filling operations (which occasionally occur due to certain construction needs) would provide a discount to those homeowners who are filling their pool. The waiver of the sanitary portion of the total rate would only occur in two specific circumstances, both of which must exceed 16,000 gallons of total water consumed. This waiver would only occur for those gallons in excess of the typical utilization at the participating household.

The first instance by which a resident could request the waiver shall automatically occur when the building permit is processed. Upon receiving an approved building permit, a notice would be provided for water billing notifying the billing clerk that a pool has been permitted and the discount shall automatically be applied when the usage increases over the resident's regular utilization by and amount exceeding 16,000 gallons. The second instance for which a resident may receive this waiver is upon installing a new liner within an existing permitted structure. In order to receive this discount, a resident must inquire prior to completing one's liner replacement for the billing to become discounted.

Upon adoption of this policy, the staff shall create the internal documentation to track when these discounts are applied. The regular base usage at the household shall be taken from historical utilization prior to the month in which the pool filling occurred. Using past historical information shall alleviate the need for staff to dedicate time visiting each residence qualified to receive this waiver.

SUMMARY: *Residents who properly install a pool utilizing a building permit automatically qualify for a waiver of the sanitary portion of their water/sewer utility rate for that portion of the utility bill reflecting increased usage due to having filled a pool requiring over 16,000 total gallons of volume.*

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: April 28, 2021

RE: 2021 ENGINEERING PROFESSIONAL FEES APPROVAL

The Village has been taking the steps to bring this year's street bid forward to complete rehabilitation and restoration of the Village' roadways in need of repair. To date, the Motor Fuel Tax Resolution has been adopted and a map of the roadway has been created. Chamlin Engineering finalized the total estimates of the roadways to be rehabilitates and their contract for service has been provided. Total fess dependent upon the final amount or work to be completed shall be \$72,550.

It is customary to approve the total budget for professional fees prior to incurring their final cost.

Recommendation:

Approve the professional fees associated for Chamlin Engineering estimated at \$72,550 for the preliminary design and construction oversight of the 2021 Street Maintenance Program.



Local Public Agency	County	Section Number
Coal City	Grundy	21-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee

☒ > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	6%	#1

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature

Date

Title

BY:

Consulting Engineer Signature

Date

Title

Consulting Engineer

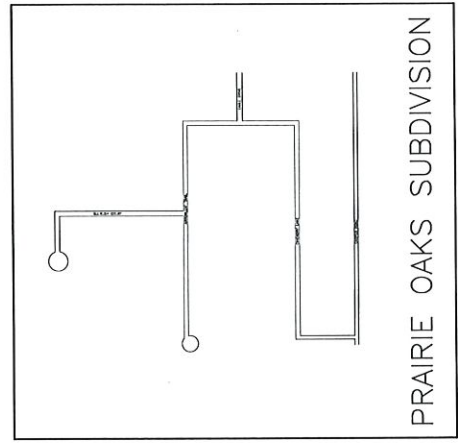
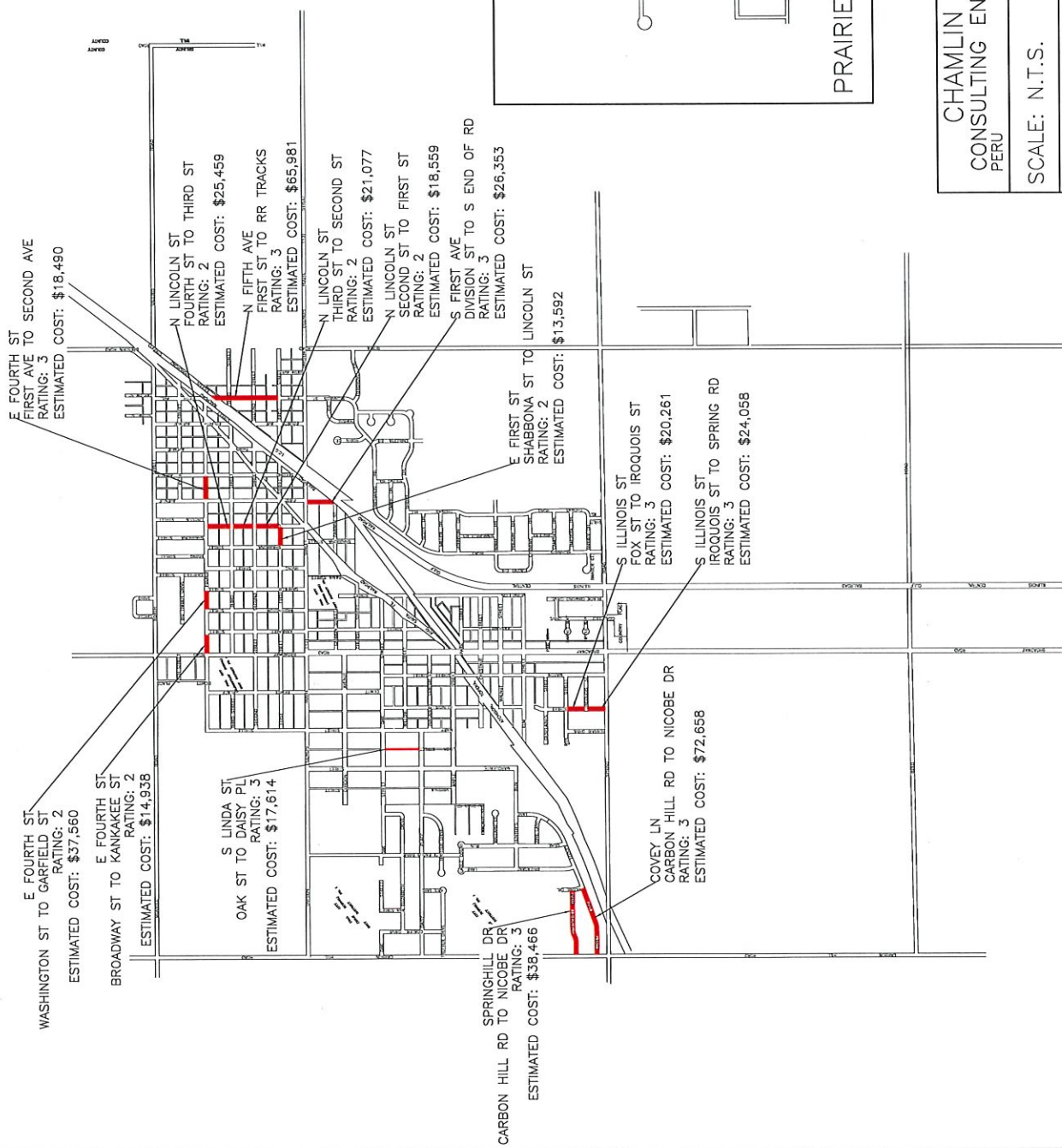
P.E. Seal

Date

Approved:

Regional Engineer, IDOT

Date



CHAMLIN & ASSOCIATES, INC. CONSULTING ENGINEERS & LAND SURVEYORS PERU ILLINOIS		VILLAGE OF COAL CITY MFT LOCATION MAP	
SCALE: N.T.S.		DRAWN BY: MGH	FILE NO.:
DATE:			