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**LOVES PARK CITY COUNCIL AGENDA–SEPTEMBER 3, 2019- 6 P.M.**  
**AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,**  
**LOVES PARK, 61111**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Alderman Nancy Warden, followed by the Pledge of Allegiance.**
  
- III. ROLL CALL**
  
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
  
- V. COMMUNICATIONS, MAYOR’S REPORT AND ANNOUNCEMENTS**
  
- VI. APPROVE PAYMENT OF BILLS**
  
- VII. OFFICER’S REPORTS**
  - 1. Public Safety**
  - 2. Public Works**
  
- VIII. COMMITTEE REPORTS**
  - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
  - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
  - 3. Public Works/Schlensker (Street, Water & Utilities)**
  - 4. Codes and Regulations/Peterson (Ordinances & Licenses)**
  - 5. Community Development/Frykman (Development, Planning, Zoning, Annexation, Building & Drainage)**
  
- IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

**XI. RESOLUTIONS & MOTIONS**

- 1. Resolution authorizing the Water Department Manager to hire Midwest Well Services, Inc. to perform maintenance and well rehabilitation to well #5 for \$146,642.00.**

**XII. ORDINANCES 2<sup>ND</sup> READING**

- 1. Ordinance providing for an R-1 Liquor License for Da Catch, 1824 E. Riverside Blvd.**
- 2. Ordinance providing for an R-1 Liquor License for KBQ, 6332 E. Riverside Blvd.**
- 3. Ordinance providing for an R-1 Liquor License for Rani's Kitchen, 5710 N. Second Street.**

**XIII. ORDINANCES 1<sup>ST</sup> READING**

- 1. Ordinance authorizing the fixing and approving of wages, salaries, fees, or compensation for city employees.**

**XIV. PUBLIC COMMENT**

**XV. EXECUTIVE SESSION**

**XVI. GOOD OF THE ORDER**

**XVII. ADJOURNMENT**



**CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS**

Journal of Proceedings

Regular Meeting, Monday, August 26, 2019

Loves Park City Hall

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

City Treasurer John Danielson opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen John Jacobson, John Pruitt, Charles Frykman, Mark Peterson, A. Marie Holmes, Doug Allton, Nancy Warden,

Absent: Aldermen Jim Puckett, Clint Little, Robert Schlensker

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 08/19/19 The Journal of Proceedings for the regular meeting of August 19, 2019, was approved as submitted by the city clerk on a motion by Alderman Pruitt. Second by Alderman Allton. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker)
2. Comcast Changes Received a notice from Comcast of channel line-up changes, effective August 20, 2019. Placed on file.
3. Salas Family Received a thank you note from the family of Daniel Salas Sr. Placed on file.
4. City Offices Closed Mayor Jury announced that city offices will be closed on Friday, August 30, and Monday, September 2, 2019, in observance of Labor Day.
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated August 19, 2019 in the amount of \$10,983.14, and moved that they be paid. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker)
6. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated August 19, 2019 in the amount of \$76,847.81, and moved that they be paid. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker)
7. Public Safety Report Alderman Allton presented the Police Department Report dated August 26, 2019, to be placed on file.
8. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated August 26, 2019 in the amount of \$437,414.09; for consideration at next week's city council meeting; presented the Treasurer's Report for July 2019, with an ending balance of \$7,623,549.08; presented the minutes from the committee meeting held August 19, 2019, to be placed on file.

9. Public Works Committee  
Alderman Jacobson of the Public Works Committee presented the Water Department list of bills dated August 26, 2019 in the amount of \$199,745.21, for consideration at next week's city council meeting; presented the minutes from the committee meeting held August 5, 2019, to be placed on file.
10. Codes & Regulations  
Alderman Peterson of the Codes and Regulations Committee presented the minutes from the committee meeting held July 29, and August 12, 2019, to be placed on file.
11. Water Dept. Agreement With Arc Design Resources Inc.  
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Water Department Manager is authorized to enter into a Master Service Agreement for professional services with Arc Design Resources Inc., 5291 Zenith Parkway, Loves Park, IL 61111, with an amount not to exceed two hundred thousand dollars (\$200,000.00) annually for infrastructure improvement projects. Funds shall be drawn from Account No. 31-58-4860 (Engineering). Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker)  
**RESOLUTION NO. 19-075**
12. Asphalt Paving Repairs Contract Awarded To Campos Construction Inc.  
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that sealed bids having been received and opened, Campos Construction Inc., 1201 12<sup>th</sup> Street, Rockford, IL 61104, is hereby awarded a contract to perform asphalt paving repairs on local roads as per their low bid. The contract amount shall be based on a unit price of fifty dollars and twenty-five cents (\$50.25) per square yard. Total cost for repairs shall not exceed fifty five thousand dollars (\$55,000.00). Funds shall be taken from Waterworks Account No. 31-51-4160 (Water Mains & Restorations) and from Account No. 01-11-8035 (Road Repairs and Infrastructure) for the expense. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker)  
**RESOLUTION NO. 19-076**
13. Austin Allton Hired To Police Department  
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Mayor is authorized to hire one police officer to fill a vacant position within the Loves Park Police Department. The individual, Austin Allton, is the next eligible candidate on the current Civil Service lateral roster. Be it further resolved that the official start date will be Tuesday, August 27, 2019. Wages and benefits are set by current Fraternal Order of Police collective bargaining agreement. Second by Alderman Peterson. Motion carried. 6 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 1 Abstain (Alderman Allton) 3 Absent (Aldermen Puckett, Little, Schlensker)  
**RESOLUTION NO. 19-077**
14. Oath Of Office  
Police Chief Chuck Lynde administered the oath of office to Austin Allton to the position of police officer for the Loves Park Police Department.
15. Ordinances First Reading  
Alderman Peterson presented for first reading Agenda Items 1-3, from Ordinances First Reading.
16. 1<sup>st</sup> Reading  
Liquor License For 1824 E. Riverside Blvd.  
Alderman Peterson presented for first reading an ordinance providing for an R-1 Liquor License for Da Catch, 1824 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker) Laid over

17. 1<sup>st</sup> Reading  
Liquor License  
For 6332 E.  
Riverside Blvd. Alderman Peterson presented for first reading an ordinance providing for an R-1 Liquor License for KBQ, 6332 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker) Laid over
18. 1<sup>st</sup> Reading  
Liquor License  
For 5710 N.  
Second Street Alderman Peterson presented for first reading an ordinance providing for an R-1 Liquor License for Rani's Kitchen, 5710 N. Second St., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 7 Ayes (Aldermen Jacobson, Pruitt, Frykman, Peterson, Holmes, Allton, Warden) 3 Absent (Aldermen Puckett, Little, Schlensker) Laid over
19. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:12 p.m.

**APPROVED:**

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**Robert J. Burden, City Clerk**

**STANDING COMMITTEE MEETINGS:**

Community Development:	Following Council Meeting 6:15 p.m.
Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.
Zoning Board of Appeals:	3 <sup>rd</sup> Thursday of the Month 5:30 p.m.



# **LOVES PARK** **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 09/03/2019

Subject: Police Activity Report

Police activity report for the week of 08/18/2019 through 08/24/2019

Calls for Service 713

Total Number of Arrests 353

Accidents 13

MICHAEL MCCAMMOND  
DEPUTY CHIEF OF POLICE

CHARLES LYNDE  
CHIEF OF POLICE

SHANE LYNCH  
DEPUTY CHIEF OF POLICE

**Department of Public Works  
Street Department Weekly Activity Report**

Submitted by: Shannon Messinger  
Street Department Manager

Week of August 26, 2019 thru September 2, 2019

**Previous week's activity:**

1. Continued mowing.
2. Finished remaining asphalt and dirt work for eastside concrete repairs.
3. Finished building catch basin repairs in Alpine Valley and Pebble Creek.
4. Ground tree roots for Alpine Valley sidewalk repairs.
5. Started forming concrete repairs.

**Proposed work:**

1. Continue mowing.
2. Pour Alpine Valley and Pebble Creek concrete repairs.
3. Hot Mix and dirt concrete repairs.
4. Put up the Flags along N2nd for Labor Day.



# **Loves Park Water Department**

## **Weekly Activity Report**

Submitted by: Craig McDonald  
Department Manager

Date: **8/21/19-8/28/19**

Previous week's activity:

1. Routine work:
  - a. Install new meters
  - b. JULIE locates
  - c. Chemical tests
  - d. Back wash wells as needed
  - e. Read commercial and residential meters
2. Continued radio read meter installation
3. Finished flushing zone 3 of the City
4. Located curb box at 2201 Winters Dr.
5. Replaced fire hydrant on the corner of Hosmer Rd. and North Second St.

Work anticipated for this week:

1. Continue radio read meter installation
2. Notify zone 2 and 4 for flushing and start flushing zones
3. Locate curb box at 341 Sheridan Dr.
4. Finish emergency repairs to filter plant #1

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
SEPTEMBER 3, 2019 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD AUGUST 26, 2019**
  - a. Ordinance authorizing the fixing and approving of wages, salaries, fees or compensation for city employees.
  - b. Resolution authorizing the Water Department Manager to hire Midwest Well Services, Inc. to perform maintenance and well rehabilitation to well #5 for \$146,642.00.
4. **ITEMS FOR CONSIDERATION**
5. **LIST OF BILLS**
6. **GENERAL DISCUSSION/PUBLIC COMMENT**
7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES

DATE OF MEETING: August 26, 2019

CALLED TO ORDER: 5:30 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Mark Peterson, Charles Frykman, John Pruitt

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Clerk Burden, Steve Thompson, Attorney Galluzzo,  
Doug Allton, Nancy Warden, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: August 19, 2019

Alderman Peterson moved to approve minutes. Second by Alderman Frykman.  
Motion carried. 4 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. Resolution authorizing the Mayor to hire Austin Allton to fill a vacant position within the Loves Park Police Department with a start date of Tuesday, August 27, 2019.

Alderman Peterson moved to approve. Second by Alderman Frykman.  
Motion carried. 4 Ayes – 0 Nays

2. List of Bills: No questions or concerns.

3. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Pruitt.  
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:46 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

# City of Loves Park

## Department of Public Works

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

Date: September 2nd, 2019

**RESOLVED, by the adoption of this Resolution,** The Water Department Manager is authorized to hire Midwest Well Services, INC. dba: Municipal Well & Pump, 1212 Storbeck Drive, Waupun WI. 53963, to perform maintenance and well rehabilitation to well #5 with the cost not to exceed One Hundred and Forty-six Thousand Six Hundred and Forty-Two dollars (\$146,642.00).

Funds shall be drawn from Account No. 31-51-4114 (Well 5 Facility)

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson – Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

\_\_\_\_\_  
Attest: Robert J. Burden, City Clerk

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: City of Loves Park  
100 Heart Boulevard  
Loves Park, Illinois 61111  
(hereinafter called Owner)

From: Midwest Well Services, Inc. dba: Municipal Well & Pump  
Company

1212 Storbeck Drive  
Address

Waupun WI 53963  
City State Zip Code

( 920 ) 324-3400  
Telephone

( 920 ) 324-3431

FAX  
(hereinafter called Bidder)

service@municipalwellandpump.com

E-MAIL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to furnish all labor, materials, tools, and services required for the Well Rehabilitation for Well No. 5 project for the City of Loves Park, Illinois, Winnebago County, Illinois.
2. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Bidding Documents.
  - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as Bidder deems necessary.
  - c. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding

BID FORM

Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- j. By submission of the bid, each Bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the Bid:
  - (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
  - (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
  - (4) Bidder is not barred from contracting with the Owner as a result of a violation of 720 ILCS 5/33 et seq.

- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
- l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
- m. Bidder complies with and submits with Bid an Affidavit of Compliance with City of Loves Park Ordinance No. 3941-14, establishing Responsible Bidder Requirements for Public Works Projects.

#### 4. INSURANCE

- a. Contractor to purchase and maintain the following insurance obtained from surety or insurance companies that are fully licensed or authorized in the jurisdiction in which the Project is located.
- b. Certificates of Insurance and Endorsements to Insurance Policies:
  - i. Contractor shall deliver to Owner, with copies to each additional insured, copies of all endorsements to the insurance policies which Contractor is required to purchase and maintain. All certificates of insurance and endorsements must be found acceptable by the Engineer prior to the Agreement being signed by the Owner. Certificate of Insurance and endorsements shall be fully completed, signed and delivered in accordance with the requirements of this section. Other acceptable endorsements for general liability endorsements may include a combination of CG 20 10 and CG 20 37 endorsements. Endorsements or general liability endorsements shall not exclude supervisory and inspection services.
- c. Contractor's Insurance:
  - i. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, or Supplier, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work or by anyone for whose acts any of them may be liable:
    - 1.) Workers' Compensation - Workers' Compensation in accordance with the laws of the State, but not less than:
      - E.L. \$1,000,000 each accident.
      - E.L. \$1,000,000 each employee.
      - E.L. \$1,000,000 policy limit.
    - 2.) General Liability
      - (a) Bodily Injury Liability and Property Damage Liability in an amount not less than \$2,000,000 each occurrence and a per project aggregate of not less than \$2,000,000.

- (b) Above to include Premises Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury and "X", "C", and "U" Exclusions deleted.
- 3.) Automobile Liability
  - (a) \$2,000,000 - Bodily Injury and Property Damage (Combined Single Limit).
  - (b) Coverage shall include hired and non-owned automobiles.
- 4.) Umbrella Liability - Umbrella Liability coverage in an amount not less than \$5,000,000. Such coverage shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies.

The policies of insurance so required to be purchased and maintained shall:

- 5.) Be furnished by insurers with A. M. Best Company rating of at least A-(Excellent), and a financial size category of VIII or greater.
- 6.) With respect to general liability and umbrella liability insurance, include as additional insured Owner and Engineer, all of whom shall be listed on such policy by name as additional insureds through an endorsement thereto which provides for no different coverage to the additional insureds than to Contractor, and include coverage for the respective officers, directors, employees, agents and other consultants of each and any of such additional insureds. The additional insured endorsements shall provide the following:
  - (a) that the coverage afforded the additional insureds will be primary and non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor;
  - (b) that coverage afforded the additional insureds shall not exclude claims asserted by Contractor's employees;
  - (c) that if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis;
  - (d) that the amount of Contractor's liability under the insurance policy will not be reduced by the existence of such other insurance.
- 7.) Include contractual liability insurance covering Contractor's indemnity obligations, including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs;
- 8.) Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work.



d. Property Insurance:

- i. Contractor shall purchase and maintain property insurance in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. This insurance shall include interests of Owner, Contractor, Subcontractors in the Work, and the Engineer, all of whom shall be listed by name as insureds or additional insureds. Property insurance coverage shall:
  - 1.) Be written on a replacement cost basis on an "all-risk" Builder's Risk insurance form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations and water damage;
  - 2.) Include soft cost expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects) in an amount not less than 5 percent of Contract Price;
  - 3.) Cover materials and equipment stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the Engineer; and
  - 4.) Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

e. Cancellation or Change:

- i. All the policies of insurance required to be purchased and maintained by Contractor shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Owner, Engineer, and to each other additional insured to whom an insurance policy has been furnished.

Additional Insureds shall be as follows:

Owner: City of Loves Park, Illinois  
Address: 1000 Heart Blvd., Loves Park, 61111  
Engineer: Baxter & Woodman, Inc.  
Address: 8678 Ridgefield Road, Crystal Lake, Illinois 60012

5. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price

is given, and understands that no additional payment will be made for such incidental work. Award of project will be made to lowest responsible bidder for either Well No. 5 Unit Price Total, Well No. 6 Unit Price Total or combined Well No. 5 and Well No. 6 Unit Price Total, with intent to award to combined Well No. 5 and Well No. 6 Unit Price Total.

SCHEDULE OF UNIT PRICES

No.	Pay Item	Approximate Quantity	Unit Price	Amount
<b><u>WELL NO. 5 ONLY</u></b>				
1	MOBILIZATION	1 LS	\$ <u>10,160.00</u>	\$ <u>10,160.00</u>
2	PULL EXISTING PUMPING EQUIPMENT: INSPECT, PROVIDE REPORT AND STORE ON SITE:	1 LS	\$ <u>7,210.00</u>	\$ <u>7,210.00</u>
3	PROVIDE TEMPORARY TEST PUMP:	1 LS	\$ <u>4,460.00</u>	\$ <u>4,460.00</u>
4	INSTALL AND REMOVE TEMPORARY TEST PUMP:	2 EA	\$ <u>13,955.00</u>	\$ <u>27,910.00</u>
5	PROVIDE MECHANICAL TREATMENT EQUIPMENT AND SURGING:	1 LS	\$ <u>2,030.00</u>	\$ <u>2,030.00</u>
6	PROVIDE CHEMICAL TREATMENT EQUIPMENT, SURGING, DISPOSAL AND TESTING:	1 LS	\$ <u>15,670.00</u>	\$ <u>15,670.00</u>
7	PROVIDE SUPERCHLORINATION TREATMENT EQUIPMENT, SURGING, DISPOSAL, AND TESTING:	1 LS	\$ <u>6,320.00</u>	\$ <u>6,320.00</u>
8	PROVIDE, TEST, & ATTACH AIR LINE:	1 LS	\$ <u>1,690.00</u>	\$ <u>1,690.00</u>
9	PROVIDE TELEVISIONING CAMERA	1 LS	\$ <u>3,240.00</u>	\$ <u>3,240.00</u>
10	PROVIDE INSPECTION REPORT OF BJ MERCURY SEALED MOTOR:	1 LS	\$ <u>1,410.00</u>	\$ <u>1,410.00</u>
11	PROVIDE PHOSPHORIC ACID:	500 GAL	\$ <u>43.00</u>	\$ <u>21,500.00</u>
12	PROVIDE BIODISPERSANT:	140 GAL	\$ <u>94.00</u>	\$ <u>13,160.00</u>
13	PROVIDE SODIUM HYPOCHLORITE:	150 GAL	\$ <u>4.00</u>	\$ <u>600.00</u>
14	PROVIDE CHLORINE ENHANCER:	65 GAL	\$ <u>96.00</u>	\$ <u>6,240.00</u>
15	BAILING:	10 HRS	\$ <u>407.00</u>	\$ <u>4,070.00</u>
16	TEST PUMPING (TEST PUMP):	24 HRS	\$ <u>333.00</u>	\$ <u>7,992.00</u>
17	PUMP TEST (PERMANENT PUMP):	6 HRS	\$ <u>365.00</u>	\$ <u>2,190.00</u>
18	REINSTALL PERMANENT PUMP:	1 LS	\$ <u>9,840.00</u>	\$ <u>9,840.00</u>
19	PROVIDE ACID NEUTRALIZATION CHEMICALS	100 GAL	\$ <u>6.00</u>	\$ <u>600.00</u>
20	PROVIDE CHLORINE NEUTRALIZATION CHEMICALS	50 GAL	\$ <u>7.00</u>	\$ <u>350.00</u>
<b>TOTAL AMOUNT OF BID (WELL NO. 5)</b>			\$ <u>146,642.00</u>	

BID FORM



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “R-1” LIQUOR LICENSE TO KPE OIL, INC d/b/a “DA CATCH” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

**WHEREAS**, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

**WHEREAS**, a Class “R-1” liquor license authorizes the retail sale on premises specified, of alcoholic liquor for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

**WHEREAS**, a Class “R-1” liquor license further authorizes the retail sale of packaged alcoholic liquor, provided that said retail sales of such liquor shall not exceed ten percent (10%) of the total sales of all alcoholic beverages; and

**WHEREAS**, the City now desires to approve the issuance of a Class “R-1” liquor license to KPE Oil, INC., doing business as “Da Catch” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

**WHEREAS**, said liquor license shall be issued for use only within the approved restaurant dining area of the building located at 1824 East Riverside Boulevard, Loves Park, Illinois, 61111; and

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “R-1” liquor license to the Licensee for use at the premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinances are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

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Mayor Gregory R. Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “R-1” LIQUOR LICENSE TO AJUN, LLC d/b/a “KBQ” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

**WHEREAS**, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

**WHEREAS**, a Class “R-1” liquor license authorizes the retail sale on premises specified, of alcoholic liquor for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

**WHEREAS**, a Class “R-1” liquor license further authorizes the retail sale of packaged alcoholic liquor, provided that said retail sales of such liquor shall not exceed ten percent (10%) of the total sales of all alcoholic beverages; and

**WHEREAS**, the City now desires to approve the issuance of a Class “R-1” liquor license to AJUN, LLC., doing business as “KBQ” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

**WHEREAS**, said liquor license shall be issued for use only within the approved location of the building located at 6332 East Riverside Boulevard, Loves Park, Illinois, 61111; and

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “R-1” liquor license to the Licensee for use at the premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinances are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

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Mayor Gregory R. Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “R-1” LIQUOR LICENSE TO DHANYA ENTERPRISES, INC d/b/a “RANI’S KITCHEN” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

**WHEREAS**, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

**WHEREAS**, a Class “R-1” liquor license authorizes the retail sale on premises specified, of alcoholic liquor for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

**WHEREAS**, a Class “R-1” liquor license further authorizes the retail sale of packaged alcoholic liquor, provided that said retail sales of such liquor shall not exceed ten percent (10%) of the total sales of all alcoholic beverages; and

**WHEREAS**, the City now desires to approve the issuance of a Class “R-1” liquor license to DHANYA ENTERPRISES, INC., doing business as “RANI’S KITCHEN” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

**WHEREAS**, said liquor license shall be issued for use only within the approved location of the building located at 5710 North Second Street, Loves Park, Illinois, 61111; and

**NOW THEREFORE**, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “R-1” liquor license to the Licensee for use at the premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinances are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.



APPROVED:

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Mayor Gregory R. Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE FIXING AND APPROVING WAGES, SALARIES, FEES OR COMPENSATION  
FOR CITY EMPLOYEES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK**

**ARTICLE I**

There shall be allowed and paid out of the City Treasury of the City of Loves Park, Illinois, to each of the following named employees, a wage as is herein set forth for the fiscal year commencing on the 1st day of May, 2019, and ending on the 30<sup>th</sup> day of April, 2020, wherever the wage of any employee is expressed herein as annual earnings it is so expressed for the sole purpose of example. The hourly wage of any employee here listed is determined by dividing the annual earnings example by 2080, the result of that division is that employee's hourly wage under this ordinance.

**Section 1.1:** The City of Loves Park includes the following as wages, and fringe benefits for municipal employees of all City Hall Departments and certain Water, Street, Fire and Police Department Employees. Exhibits A, B and C are attached to and made part of this Ordinance.

**Section 1.2:** The City of Loves Park includes the following as wages and fringe benefits for Municipal employees not represented by the Fraternal Order of Police or the International Union of Operating Engineers, Local 150. Employees not under Civil Service when hired and not under any current Civil Service Eligibility List for said position, will not have their Common Anniversary Date determined by the employee's appointment to Civil Service, but said Anniversary Date will be determined by the Employee's original starting date of full time employment with the City. Full time employment is defined as not less than 2,080 hours of actual work per calendar year. Compensation paid for time not worked but paid in lieu of work for holidays and vacations shall be considered as time worked.

**Section 1.3:** The City Treasurer is hereby authorized to pay any and all wages, longevity compensation, overtime pay, uniform allowance, cleaning allowance, vacation schedules and other fringe benefits held herein.

**Section 1.4:** Further, all full time employees' starting dates shall be determined by a Common Anniversary Date hereby established as each May 1, further defined as being the start of the City of Loves Park fiscal year. The Common Anniversary Date shall be used in determining longevity pay and vacation schedules. It shall not be confused with an Employee's date of appointment or starting date.

**The Common Anniversary Date shall be determined by:**

**All employees hired between May 1 and December 31 shall have an anniversary date of May 1 of the calendar year in which they are appointed. All employees hired between January 1 and April 30 shall have an anniversary date of May 1 of the calendar year in which they are appointed. This computation of the Common Anniversary Date commenced with the 1979-1980 fiscal year and will continue.**

**Section 1.5: Further, that permanent and permanent part-time employees be entitled to holiday pay for such days as are declared holidays for city employees equal to their average daily amount of pay for the four (4) weeks preceding the holiday with the approval of their immediate supervisor. The employee must work the first scheduled day before and following the holiday to qualify for payment hereunder.**

**Section 1.5.1: The following definitions of categories of employees are established:**

**Full time: Employees who work 2080 hours per year.**

**Permanent Part-time: Employees who work between 20 and 30 hours per week on a regular basis.**

**Seasonal/Temporary: Employees who are employed for 120 days or less on a seasonal basis, either full time or part-time.**

**Section 1.5.2: Seasonal/Temporary employees are not entitled to holiday pay.**

**Section 1.6: Department heads may be employed by resolution.**

**Section 1.7: All salaries and positions listed in Exhibits A & B are for 2019-2020.**

## ARTICLE II

**Section 2.1: Expenses allowed must be itemized by all employees and Department Heads who expend City monies. If not itemized, it shall be considered as their salary and adjustment shall be made.**

## ARTICLE III

### Family and Medical Leave Policy – Sick Leave and Pay Policy

#### **Section 3.1: Purpose**

This Policy is to outline the conditions under which an employee may request time off due to the birth or adoption of a child, for his or her own serious health condition, or to provide care for a certain family member(s) with such conditions.

#### **Section 3.2: Definitions**

A. A family and medical leave of absence is defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave in a twelve (12) month period under the circumstances set forth in this Policy.

B. A family and medical leave of absence is a leave for reason of one (1) or more of the following:

1. The birth of a child to the employee;
2. The placement of a child with an employee for adoption or State-approved foster care;
3. The serious health condition of the employee; and
4. The serious health condition of the child, parent or spouse of the employee.

C. For purposes of this Policy, “child” is defined as a biological, adopted or foster child, a step-child, a legal ward or a child over whom the employee is standing “in loco parentis” who is either under eighteen (18) years of age or a dependent adult.

D. “Parent” is defined as “biological, foster, or adoptive parent, a step-parent or a legal guardian”. “Parent” does not include a parent-in-law or a grandparent.

E. "Serious health condition" is defined as an illness, injury, impairment or physical or mental condition of the employee, or of the child, parent, or spouse of the employee, and also involves either (1) treatment in an in-patient facility or (2) continuing treatment or supervision by a health care provider.

**Section 3.3: Substitution of Other Paid Leave**

An eligible employee must use vacation and/or personal time for any part or all of the twelve (12) weeks. Time used beyond earned time shall be without compensation.

**Section 3.4: Eligibility**

To be eligible for leave pursuant to this Policy, an employee must have worked for the Employer for a total of a least twelve (12) months, and must have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period prior to the request for leave.

**Section 3.5: Employment Restoration**

Any eligible employee who takes a leave covered by this Policy will be entitled upon return from such leave to be restored to the same position of employment as held when the leave began, or to be restored to an equivalent position with equivalent employment benefits, pay and terms and conditions of employment. Exceptions to the employment restoration provisions may be made for certain "key" employees to the extent allowed by law. A doctor's release is required where the employee is returning from a medical leave of three (3) or more days.

**Section 3.6: Basic Conditions for Leave**

In addition to the eligibility provisions and other terms of this Policy, certain basic conditions for a family and medical leave of absence must be met, as follows:

A. The Employer will require medical certification from a health care provider to support a request for leave due to an employee's own serious health condition or due to the employee's need to care for a child, spouse or parent with a serious health condition. The medical certification must confirm the following:

1. With respect to a leave requested due to the employee's own serious health condition, the medical certification must state that the employee has a serious health condition and is unable to perform the functions of his or her position because of said condition.

2. With respect to a leave requested for purposes of caring for a child, spouse, or parent, the medical certification must confirm the existence of a serious health condition and that the employee is needed to provide for the child, spouse, or parent possessing such a serious health condition.

At the Employer's discretion, a second opinion may be required at the expense of the Employer. Moreover, the Employer may also require periodic recertification of the need for the leave. In the event that the second medical opinion is required by the Employer and the first and second medical opinions differ, the Employer, at its expense, may require the opinion of a third health care provider selected by the Employer and the employee. The opinion of the third health care provider shall be binding upon the parties.

- B. For purposes of a leave due to the serious health condition of the employee, or due to the serious health condition of a spouse, parent or child of the employee, where medically necessary on an intermittent or reduced leave schedule (if leave is required on this basis), the Employer may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of absence or a part-time schedule, provided such a temporary position has equivalent pay and benefits.
- C. Where the employee and his/her spouse are both employed by the Employer, the employee and spouse are entitled to a combined period of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or foster placement of a child, or to care for a sick parent.
- D. Where a leave of absence is requested for the purposes of the birth, adoption, or foster placement of a child, such leave of absence must be taken within twelve (12) months after the birth, adoption or foster placement. Leave may begin prior to the birth, adoption or placement, as medical or legal circumstances dictate.

### **Section 3.7: Notification and Reporting Requirements**

Where the need for the leave may be planned in advance (such as the birth or placement of a child, or a scheduled medical treatment), the employee must provide thirty (30) days prior written notice to the Employer and make efforts to schedule the leave to minimize the disruption to the Employer's operations.

Where thirty (30) days notice is not possible, the employee must give as much notice as is practicable of a need for leave of absence. Failure to provide such notice may be grounds for denial of the leave request. An employee is also required to report periodically on his or her leave status and of his or her intention to return to work.

**Section 3.8: Status of Employee Benefits During Leave of Absence**

An employee on an approved leave of absence pursuant to this policy may continue his/her coverage under the Employer's group health plan during the leave by arranging to pay his/her portion of the premium contributions. Where an employee elects not to return to work from an approved leave of absence, the Employer may recover from that employee the cost of premiums which the Employer paid, if any, to maintain the employee's group health plan coverage during the period of leave of absence, unless the failure to return to work was for reasons beyond the control of the employee. An employee on a leave of absence pursuant to this Policy accrues no additional seniority or other employment benefits during the leave.

**Section 3.9: Procedures for Requesting Leave**

An employee requesting a family or medical leave must follow specific procedures. In addition to the requirements set forth in the other provisions of this Policy, these procedures are as follows:

- A. The employee must complete and submit a request for family and medical leave of absence form;
- B. The employee must complete and submit an insurance premium recovery authorization form;
- C. When the leave is requested as a result of the employee's own serious health condition, or the serious health condition of the parent, spouse or child of the employee, the employee must submit a completed certification of physician or practitioner form.

**Section 3.10: Calculation of the Twelve (12) Month Period**

For purposes of this Policy, in determining the twelve (12) month period during which the twelve (12) weeks of leave may be granted, the Employer will utilize the "twelve month backward" method in calculating the extent of family and medical leave to which an employee is entitled. Under this method, when an employee makes a request for family and medical leave, the employee's family and medical leave record for the twelve (12) months preceding the date of request is examined.

In that twelve (12) month period, the employee will be entitled to take a maximum of twelve (12) weeks of family and medical leave.

**Section 3.11: Sick Leave and Pay**

**Section 3.11.1: Eligibility and Limits**

An employee shall accumulate paid sick leave at the rate of eight (8) hours per month of active service beginning his or her first year of employment. Paid leave can be carried over from year to year not to exceed nine hundred and sixty (960) hours.

**Section 3.11.2: Exclusions**

An employee with accrued paid sick leave under the provisions of Section 3.11.1 above who is ill or injured by reason of any cause other than one covered by Workman's Compensation, self-employment or employment by any other employer and who is required to be absent from work on account of that illness or injury is entitled to receive sick pay for his or her regularly scheduled hours of work for all scheduled work days missed until his paid leave is exhausted. Only employees who are actively employed at the onset or occasion or covered illness or injury shall receive benefits under this Article.

**Section 3.11.3: Medical Evidence Requirements**

Any sick pay benefits received under this Article shall be contingent upon the illness or injury being sufficiently disabling to require his or her absence from work. The City may require medical evidence in the form of a licensed medical physician stating that the employee is sufficiently disabled by his or her illness or injury that he or she cannot perform his or her duties. Where the City can provide employment within the physical capacity of the employee, the employee making application for, or receiving, benefits under this Article may be required to undergo a physical examination by a physician designated by the City. It is further agreed that an employee making application for, or receiving, benefits under this Article releases any physician having knowledge of his or her illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take. Sick leave may be granted in minimum one (1) hour blocks for personal medical or dental appointments subject to Department Head approval.



ARTICLE IV

**FRINGE BENEFITS - ALL FULL TIME EMPLOYEES**

**Section 4.1:** Effective May 1, 2012, the vacation schedule for full time employees through April 30, 2020 shall be: after 1-7 years-2 weeks/ 8-11 years-3 weeks/12-17 years-4 weeks/18 years and over-5 weeks. Vacations are earned and are not a grant.

**Section 4.1.1:** Effective May 1, 2012, the following vacation schedule will be in effect for various listed department head positions as follows: Police Chief, Fire Chief, Assistant Fire Chief, Deputy Police Chief, Community Development Director, Public Works Manager, Water Department Manager, Economic Development/Planning Manager, and Street Department Manager. Vacation Schedule is: 0 – 5 years-3 weeks/6-17 years-4 weeks/18 years and over-5 weeks.

**INSURANCE - ALL FULL TIME EMPLOYEES**

**Section 4.2: Health Insurance**

The health insurance program in place at the date of execution of this Ordinance will be maintained for the term of this Ordinance for employees and dependents. The cost of this program will be paid by the City with each covered employee contributing thirty dollars per pay period toward the cost of health insurance for dependent coverage; a temporary program to choose alternate benefit options allows reduced employee contributions for dependent coverage. ECOH2 choice will reduce this premium by 50% during participation. The ECOH1 choice will waive the premium during participation. New employees will be covered after 90 days of continuous employment. The City's obligation to provide this benefit is restricted to actively employed employees only. The City will make the benefit available to an inactive employee only at the employee's expense and only to the extent that it is required to do so by the State of Illinois or Federal Law. Nothing in this section or any other provision of this Ordinance shall prevent the City from unilaterally changing carriers, self-insuring the benefits or instituting cost containment, preferred providers or other programs designated to make the program more cost effective. If the City does change the carrier or enter into a self-insured program it may alter the specific benefit program as long as the program does not substantially change the benefits and other employees of the City receive the same benefit.

**Section 4.2.1: Retired Employees Option**

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A full time employee who has been covered by insurance benefits and wishes to stay on the plan after retirement must have completed eight (8) full years of service with the City (i.e. 2,080 hours per year). The employee must be 55 years of age or older. The employee will assume the entire cost of his participation. This section does not affect any person now on the plan. Such employee is eligible under this provision or any other provision of this ordinance only for such benefits as are provided by the City to active employees as those benefits may from time to time be changed. After age 65, the continuance of the retired employee option is at the discretion of the City Council and may be discontinued or changed with a 60 day notice. Retirees and/or their Dependents under the age of sixty-five (65) may, at their own expense, remain in the Active Plan until age sixty-five (65) and will then become eligible for Medicare. Retirees and/or their Dependents over the age of sixty-five (65) are eligible for Medicare only at their own expense. This option is not available to any employee who leaves his employment with the City for reasons other than voluntary retirement. However, Federal and State laws will be followed where in conflict.

**Section 4.2.2: Disabled Employees**

This above option (Section 4.2.1) is available for any employee on disability retirement regardless of age or years of service.

**Section 4.3: Longevity** In May of 2020 each eligible full time employee who has been actively employed not less that 1,500 hours in the fiscal year ending April 30, 2020, shall receive longevity pay for the fiscal year May 1, 2019 to April 30, 2020; based upon his/her base wages earned during that year. His/her entitlement shall be based upon his/her Common Anniversary Date as stated above in this Ordinance. Two percent (2%) of the employee's base salary earned in fiscal year 2019–2020 shall be paid with the completion of each five (5) full time years of service and this shall not exceed eight percent (8%) of the employee's base salary for fiscal year 2019-2020. The percentage amount will be paid as follows:

- 2% of base salary beginning year 6-7-8-9-10
- 4% of base salary beginning year 11-12-13-14-15
- 6% of base salary beginning year 16-17-18-19-20
- 8% of base salary beginning year 21-22-23-24-25

The maximum amount will be 8% and no further increases in percentage will be allowed after 25 years of service. Refer to Exhibit C.

**Section 4.4: Base Wages**

The basic wage for hourly employees and positions shown in Exhibits A and B are for fiscal year 2020.

**Section 4.5: Call in Pay**

A regular full time employee whose wage is set forth in Exhibit A who is called in after normal work hours shall be entitled to compensation at the rate of one and one-half times their hourly rate of pay or time off in lieu of pay at the discretion of the employee. Compensation will be for two hours minimum or actual time whichever is greater.

**Section 4.6: Work Day - Work Week**

The employees work day is the twenty-four (24) hours next following the start of work on the first day of work in the week. The employee will usually work five (5) eight (8) hour shifts in a work week. Nothing here is a guarantee of hours of work per day or days of work per week or pay in lieu thereof. Nothing precludes the Supervisor or Administration to assign flexible schedules when needed or for effective work programs.

**Section 4.7: Bereavement**

When death occurs in the immediate family of any employee, said employee shall be granted three (3) days off without loss of pay, provided he or she actually attends the funeral. Where the three (3) days coincide with scheduled days off, such days will not be paid. If the employee must travel more than five hundred (500) miles to attend the funeral, he or she shall be granted five (5) days off without loss of pay. Additional time, up to three (3) days off, may be granted at the discretion of the Department Head, and will be deducted from accumulated sick leave. For the purposes of this section, "immediate family" shall include the employee's current spouse, child or stepchild, grandchild, parent or stepparent, sibling or stepsibling, mother-in-law, father-in-law, grandparent or step-grandparent.

**EXHIBIT A.**  
**BASE WAGES - May 1, 2019 - April 30, 2020 (40 hours per week)**

**PUBLIC WORKS AND DEVELOPMENT DEPARTMENTS**

Sowers	Jerry	\$88,250.00	**	Facilities Manager
Quintanilla	Andrew	\$46,350.00		Zoning Officer
Terre	Juan	\$51,350.00		Code Enforcement Officer
Bruck	Nathan	\$77,250.00	**	Economic Development/Planning Manager
Thompson	Steven	\$92,700.00	**	Director of Comm Development & Public Works
Dmochowski	Scott	\$67,180.00		Building Inspector
Fay	Lori	\$67,180.00		Electrical Inspector
Messinger	Shannon	\$82,400.00	**	Street Department Manager
McDonald	Craig	\$86,520.00	**	Water Department Manager
Galligan	Marilyn	\$38,232.00		Clerk/Water Dept
Falk	Denise	\$37,000.00		Clerk/Water Dept
Banta	Theresa	\$40,170.00		Clerk/Water Dept 5/1/19 - 8/27/19
Banta	Theresa	\$43,000.00		Clerk/Water Dept 8/28/19 - 4/30/20
Schwengels	Barbara	\$41,572.00		Public Works Secretary
Massetti	Kim	\$41,572.00		Community Development Secretary
Lamb	Amber	\$48,500.00		Water Dept Office Manager
Urbanowitz	James	\$23.69/hr	*	Plumbing Inspector/Part-Time

**GENERAL ADMINISTRATION**

Resenbeck	Amy	\$66,900.00		Deputy Treasurer
Krienke	Maxine	\$50,120.00		Treasurer's Office Secretary
Krienke	Maxine	\$5,000.00		Pension Administrator
Mills	Sheila	\$55,620.00		Deputy City Clerk
Jacobson	Patricia	\$41,572.00		City Clerk's Office Secretary
Oswald	Dawn	\$41,572.00		Mayor's Office Secretary

\*All part-time positions are set by resolution.

\*\* Exempt from Overtime Payment under FLSA

Zoning Board of Appeals Members	\$40.00 per meeting
Civil Service Commission Members	\$40.00 per meeting

Limit of 15 paid meetings per year for Zoning Board of Appeals

Limit of 25 paid meetings per year for Civil Service Commission

**FIRE DEPARTMENT**

Wiltfang	Gerald	\$88,580.00	**	Fire Chief
Conley	Tim	\$74,984.00	**	Assistant Fire Chief
Pash	Steven	\$24,102.00		Deputy Chief of Admin
Evans	Donn	\$8,826.00		Deputy Chief of Operations
Hart	James	\$8,826.00		Deputy Chief of EMS
Kuehl	Adam	\$8,026.00		Captain of Inspection

Fire Captains will be paid \$30.00 per meeting  
Fire Lieutenants will be paid \$28.00 per meeting  
Firefighters will be paid \$26.00 per meeting

- \*Volunteers will be paid \$25.00 per call in addition to the salaries listed.
- \*Fire Department positions are part-time (except Chief and Assistant Chief)
- \*All Fire Inspectors shall be paid \$15.00 per inspection.

**POLICE DEPARTMENT**

Lynde	Charles	\$111,930.00	**	Chief of Police
McCammond	Michael	\$101,880.00	**	Deputy Chief of Police
Lynch	Shane	\$101,880.00	**	Deputy Chief of Police
Freezeland	Charleen	\$48,958.00		Secretary to Chief of Police
Vincer	Patti	\$37,000.00		Clerk Police Dept

\*\*Exempt from overtime payment under FLSA

**Page 19-20.13**

**Ordinance No.**

**EXHIBIT B. – Positions are set by resolution or ordinance.**

**Director of Community Development and Public Works**

**Water Department Manager**

**Clerks/Secretaries-Municipal Offices**

**Street Department Manager**

**Chief of Police**

**Deputy Chief of Police**

**Deputy City Treasurer**

**Deputy City Clerk**

**Mayor's Office Secretary**

**Treasurer's Secretary**

**City Clerk's Secretary**

**Chief of Police Secretary**

**Police Clerk**

**Police Clerical Assistant**

**Building Inspector, Structural Inspector,**

**Plumbing Inspector, Electrical Inspector**

**Fire Chief, Assistant Fire Chief, Fire Dept Deputies**

**Fire Department Captain of Inspection**

**Fire Captain**

**Fire Lieutenant**

**Firemen**

**Zoning Board of Appeals Members (15 meetings per year)**

**Civil Service Commission (25 meetings per year)**

**Economic Development/Planning Manager**

**Water Dept. Office Manager**

**Zoning Officer**

**Code Enforcement Officer**

**License Inspector**

**Part-time employees - Water Dept., Street Dept., including snow plowing.**

**Part-time secretarial and clerical in all departments and City offices (as set by resolution)**

**Non-civil service, temporary or probationary employees may be paid up to the beginning rate of the Department where employed as per resolution. This would include employees from one day employment to 120 work days.**

EXHIBIT C.

LONGEVITY SCHEDULE

Beginning Year 1	0%
Beginning Year 2	0%
Beginning Year 3	0%
Beginning Year 4	0%
Beginning Year 5	0%
Beginning Year 6	2%
Beginning Year 7	2%
Beginning Year 8	2%
Beginning Year 9	2%
Beginning Year 10	2%
Beginning Year 11	4%
Beginning Year 12	4%
Beginning Year 13	4%
Beginning Year 14	4%
Beginning Year 15	4%
Beginning Year 16	6%
Beginning Year 17	6%
Beginning Year 18	6%
Beginning Year 19	6%
Beginning Year 20	6%
Beginning Year 21	8%
Beginning Year 22	8%
Beginning Year 23	8%
Beginning Year 24	8%
Beginning Year 25 & following	8%

**Section 4.7:** Only the Street and Water Department Managers shall receive for 2019-2020 a uniform service allotment as determined by the in-force Union contract.

**Section 4.8: Other Personnel**

Other employees shall have wages set by resolution. Employees represented through collective bargaining shall have wages set by resolution as negotiated.

**ARTICLE V.**

**Section 5.1:** All ordinances or parts of ordinances in conflict herewith are hereby repealed. Resolutions in conflict herewith are hereby repealed.

**ARTICLE VI.**

**Section 6.1:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as is required by law.

**A P P R O V E D:**

**MAYOR**

\_\_\_\_\_

**A T T E S T:**

\_\_\_\_\_  
**CITY CLERK**

**PASSED:**

**APPROVED:**

**PUBLISHED:**