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LOVES PARK CITY COUNCIL AGENDA–FEBRUARY 24, 2020 - 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 Mark Peterson, 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 adoption of the updated Winnebago County Multi-Hazard Mitigation Plan.**
- 2. Resolution authorizing the Economic Development/Planning Manager to hire Packard Excavating for the demolition of 224 River Lane.**
- 3. Resolution approving an Intergovernmental Agreement relating to 911 services.**
- 4. Resolution authorizing an agreement with Mechanical Inc. for the installation of replacement water meters.**
- 5. Resolution authorizing the release of closed session minutes.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

- 1. Ordinance amending Chapter 90 of the Code of Ordinances regarding fire and domestic water service installations and security deposits.**
- 2. Ordinance providing for the placing of a “No U-turn” sign for eastbound traffic on Riverside Blvd. at the intersection of Interstate Blvd.**
- 3. Ordinance establishing no parking on the east side of Jackies Drive.**

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, February 17, 2020

Loves Park City Hall

Mayor Gregory Jury called the meeting to order at 6:04 p.m.

Alderman John Pruitt opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen Doug Allton, Nancy Warden, John Jacobson, Jim Puckett, Clint Little, John Pruitt, Charles Frykman, Mark Peterson, Robert Schlensker

Absent: Alderman A. Marie Holmes

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 02/10/20 The Journal of Proceedings for the regular meeting of February 10, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)
2. SEP/Hidden Treasures Mall Outdoor Vendor Market/Request Received a Special Event Permit from Hidden Treasures Mall & Antiques to hold an outdoor vendor market with amplified music to be held June 6, July 18, and October 3, 2020 at the Meadow Mart Shopping Center, 6329 N. Second Street, from 10:00 a.m. to 8:00 p.m. Referred to Alderman Peterson of the Codes and Regulations Committee.
3. SEP/Hidden Treasures Mall Outdoor Vendor Market Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit from Hidden Treasures Mall & Antiques to hold an outdoor vendor market with amplified music to be held June 6, July 18, and October 3, 2020 at the Meadow Mart Shopping Center, 6329 N. Second Street, from 10:00 a.m. to 8:00 p.m. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)
4. Ethan Pash Mayor Jury welcomed Harlem Bowling Coach Nick Whitmire who recognized Ethan Pash as the "2020 Illinois State Individual Boys Bowling Champion".
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated February 10, 2020, in the amount of \$212,313.71, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)
6. General Fund Bills Alderman Jacobson presented the General Fund bills dated February 10, 2020, in the amount of \$162,369.49, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)
7. Public Safety Report Alderman Allton presented the Police Department Report dated February 17, 2020, to be placed on file. He also congratulated Loves Park Police Officer Brady Bailey as he received the "Officer of the Year Award" at the VFW Banquet held over the weekend.

8. Public Works Report
Alderman Schlensker presented the Street Department Report dated February 17, 2020; presented the Water Department Report dated February 17, 2020, to be placed on file.

9. Finance & Administration Committee
Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated February 17, 2020 in the amount of \$260,224.57; for consideration at next week's city council meeting; presented the minutes from the committee meeting held February 10, 2020, to be placed on file.

10. Public Works Committee
Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated February 17, 2020 in the amount of \$212,313.71, for consideration at next week's city council meeting.

11. Benjamin Danielson
Mayor Jury presented the name of Benjamin Danielson for appointment to the Zoning Board of Appeals to fill the vacant position with a term to expire June 30, 2024.

12. Appointment To Zoning Board Of Appeals
Alderman Jacobson moved to approve the appointment of Benjamin Danielson to the Zoning Board of Appeals to fill the vacant position with a term to expire June 30, 2024. Second by Alderman Peterson.

13. Water Department To Promote Russell Caveny To Production Lead
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that having been reviewed and approved by the Civil Service Commission and the International Union of Operating Engineers Local 150, the position of Water Production Lead was established by Resolution 19-070. The Production Lead position shall be a union position and have a starting wage that is 8% higher than the 5+ year wage rate set in the current collective bargaining agreement. Be it further resolved that Russell Caveny shall be promoted to Interim Production Lead with a starting wage of \$28.29 per hour, retroactive to January 6, 2020, until he has obtained his Class B Water Operator's License at which time, he will be compensated at the full Production Lead rate. Future increases shall be in accordance with the current Local 150 Collective Bargaining Agreement. This position will be full time and will be paid from account No. 31-50-4030 (Maintenance Wages). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)
RESOLUTION NO. 20-007

14. Water Department To Hire Kristy Driscoll For Bookkeeping Clerk
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that based on the results of the Civil Service Commission list of candidates, the Water Department Manager is hereby authorized to hire Kristy Driscoll for the position of Bookkeeping Clerk in the Water Department, effective March 4, 2020. The starting salary for this position shall be \$34,320.00. This position will be full time and will be subject to a pre-employment background check and pre-employment drug testing and shall be paid from Account No. 31-50-4020 (Water Department/Office Salaries). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)
RESOLUTION NO. 20-008

15. Executive Session
Alderman Jacobson moved to enter into Executive Session pursuant to 5 ILCS 120/2(C)(1) to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific city employees and also to review closed session minutes. Second by Alderman Pruitt. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)

16. Enter Session
City Council entered closed executive session at 6:19 p.m.

17. Reconvene
Regular Order Alderman Little moved to reconvene to regular order of business at 6:39 p.m. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker) 1 Absent (Alderman Holmes)
18. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:40 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

Community Development:	Following City 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 rd 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: 02/24/2020

Subject: Police Activity Report

Police activity report for the week of 02/09/2020 through 02/15/2020

Calls for Service 624

Total Number of Arrests 368

Accidents 12

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 February 10, 2020 thru February 17, 2020

Previous week's activity:

1. Continued working on trucks.
2. Helped Water Dept. with main break.
3. Filled potholes.
4. Repaired street lights along N2nd.
5. Started tree removals.

Proposed work:

1. Continue working on trucks.
2. Fill Potholes.
3. Continue tree removals.
4. Help the Water Dept. with main breaks.

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

Submitted by: Shannon Messinger
Street Department Manager

Week of February 17, 2020 thru February 24, 2020

Previous week's activity:

1. Continued working on trucks.
2. Helped Water Dept. with main break.
3. Filled potholes.
4. Finished repairing street lights along N2nd.
5. Plowed 2 snow events.

Proposed work:

1. Continue working on trucks.
2. Fill Potholes.
3. Start tree removals.
4. Help the Water Dept. with main breaks.
5. Dump rinse and wash plow trucks.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
FEBRUARY 24, 2020 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD FEBRUARY 17, 2020**
- 4. ITEMS FOR CONSIDERATION**
 - A. Resolution authorizing the Economic Development/Planning Manager to hire Packard Excavating for the demolition of 224 River Lane.**
 - B. Resolution approving an Intergovernmental Agreement relating to 911 services.**
 - C. Resolution authorizing an agreement with Mechanical Inc. for the installation of replacement water meters.**
 - D. Resolution authorizing the release of closed session minutes.**
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: February 17, 2020

CALLED TO ORDER: 5:30 P.M.

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

ALSO PRESENT: Mayor Jury, Clerk Burden, Treasurer Danielson, Steve Thompson, Attorney Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Jim Puckett, Clint Little, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: February 10, 2020

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

ITEMS FOR CONSIDERATION

1. Presentation from Carol Jackowski, CPA from Lucas Group, regarding the FY 2019 Audit.
2. Resolution authorizing the Water Department Manager to hire Kristy Driscoll for the position of Bookkeeping Clerk in the Water Department, effective march 4, 2020.

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

3. Resolution authorizing the promotion of Russell Caveny to the position of Interim Production Lead, retroactive to January 6, 2020.

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

4. List of Bills: No questions or concerns.
5. General Discussion
6. Adjournment.

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

Adjournment: 5:59 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
February 24, 2020
5:15 P.M.
City Council Chambers**

I. Approval of Minutes

- a. Approval of Minutes from the January 21, 2020 meeting.

II. Resolutions & Ordinances

- A. Ordinance providing for text amendments of Chapter 90 regarding Fire & Domestic Water Service Installations & Security Deposits
- B. Resolution authorizing the adoption of the updated Winnebago County Multi-hazard Mitigation Plan
- C. Resolution for No U-Turn signage at E. Riverside Blvd & Interstate Blvd
- D. Resolution for no parking signage on the East side of Jackie's Drive

III. Project Updates/Directors Report:

- A. Bid opening for River Lane Reconstruction & Annual Residential Resurfacing
– Thursday, February 27, 2020 at 2:00 PM

IV. General Discussion/Public Comment

V. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: January 21, 2020

CALLED TO ORDER: 5:15 P.M.

MEMBERS PRESENT: Ald. Holmes, Ald. Jacobson, Ald. Schlensker

MEMBERS ABSENT: Ald. Pruitt

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Pucket, Ald. Little, Ald. Frykman,
and Ald. Warden

APPROVAL OF MINUTES: November 25, 2019

Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 3 ayes – 0 nays

MATTERS PROPOSED, DISCUSSED OR DECIDED AND RECORD OF VOTES TAKEN:

1. A resolution was decided to authorize the Water Department Manager to hire Engineering Enterprises Inc. to perform a Risk and Resilience Assessment and Emergency Preparedness Plan. Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion. Motion carried 3 ayes – 0 nays
2. A resolution was decided authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with Winnebago County for Improvements at East Riverside Blvd. and Bell School Rd. Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion. Motion carried 3 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:18 p.m.; seconded by Alderman Holmes
The motion to adjourn was approved by a vote of 3 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROBERT SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE

CITY OF LOVES PARK

BY ALDERMAN: Rob Schlensker

RESOLUTION NO:

COMMITTEE: Public Works

DATE: February 24, 2020

**RESOLUTION AUTHORIZING THE ADOPTION OF THE UPDATED
WINNEBAGO COUNTY MULTI-HAZARD MITIGATION PLAN**

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Multi-Hazard Mitigation Plan (MHMP) as a condition of future Federal grant funding for mitigation projects; and

WHEREAS, the current Winnebago Countywide MHMP was adopted by the City of Loves Park in 2015 in accordance with the regulations of the Disaster Mitigation Act of 2000 and guidance provided by FEMA; and

WHEREAS, Winnebago County through R1PC facilitated the completion of a FEMA-required update of the 2014 MHMP (hereafter, the "Update") which included input from participating jurisdictions in the County; and

WHEREAS, the Update addresses the impact of flooding, severe storms, tornadoes, hazardous material discharges, winter storms, and other hazards that have potential to cause damages to people and properties within the County; and

WHEREAS, the Update was submitted to IEMA and FEMA for approval on November 1, 2019, and was conditionally approved on December 23, 2019; and

WHEREAS, formal approval of the Update by IEMA and FEMA is contingent upon its adoption by Winnebago County and the participating jurisdictions.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Loves Park, Winnebago County, Illinois, that by the adoption of this Resolution:

- 1) The 2019 updated Multi-Hazard Mitigation Plan is adopted as the official Winnebago Countywide Multi-Hazard Mitigation Plan for Loves Park, Illinois, in substantially similar form as filed by the Winnebago County Highway Department.

- 2) Winnebago County will submit on behalf of participating municipalities the adopted Multi-Hazard Mitigation Plan to the Illinois Emergency Management Agency and the Federal Emergency Management Agency for final review and approval.
- .

Gregory Jury – Mayor

Alderman Rob Schlensker – Chairman

Alderman John Jacobson

Alderman John Pruitt

Attest Robert J. Burden – City Clerk

Alderman Marie Holmes

Motion:

Second:

Voting:

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO:

COMMITTEE: Finance and Administration

DATE: February 24, 2020

Resolved, by the adoption of this Resolution, that the Economic Development and Planning Manager is authorized to hire Packard Excavating, 2821 Cotswold Circle, Rockford IL. 61114, for the demolition of 224 River Lane, at a cost not to exceed Fifteen thousand dollars (\$15,000).

Gregory Jury – Mayor

Alderman John Jacobson – Chairman

Alderman Mark Peterson

Alderman John Pruitt

Attest Robert J. Burden – City Clerk

Alderman Chuck Frykman

Motion:

Second:

Voting:



EXCAVATING

PROPOSAL

February 3, 2020

To: City of Loves Park

Attn: Nathan Bruck

Re: 224 River Lane - Demolition

We propose to complete the following:

- Demolition Complete
- Remove Foundation & Fill
- Remove Driveway and Garage Slab
- Black dirt as needed
- Water & Sewer Shut off

Amount: \$12,300.00

Note: Does not include Gas Service Removal. If Gas service is still active the cost to Nicor is approximately \$1200.00 and takes 6 weeks to complete.

Does not include Asbestos inspection, testing or removal.

Respectfully Submitted by,

Mark Packard
President

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: FEBRUARY 24, 2020

**COMMITTEE: FINANCE &
ADMINISTRATION**

A RESOLUTION OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT RELATING TO 9-1-1 SERVICES

WHEREAS, the Winnebago County Central Dispatch System PSAP Center (“**PSAP**” or “**Public Safety Answering Point**”) provides call taking and dispatching of 9-1-1 calls (“**PSAP Operations**”) for the City of Loves Park (“**City**”), the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago, each being Illinois municipal corporations and bodies politic (any single municipality is hereinafter referred to as a “**Municipality**” and collectively as “**Municipalities**”) and the County of Winnebago, Illinois, an Illinois body politic (“**County**”), collectively “the Parties”, pursuant to a 9-1-1 system plan (“**Plan**”) approved by the Illinois Commerce Commission in 1990, as amended in 2005, and which Plan is now administered by the Illinois State Police; and

WHEREAS, at the request of the County, the Municipalities have agreed to provide voluntary contributions towards the County’s funding of the PSAP in recognition of the financial challenges of the County in providing 9-1-1 services; and

WHEREAS, the Parties further agree to the creation of an advisory board (“**PSAP Board**”) so the Municipalities may provide recommendations on the PSAP Operations provided by the County; and

WHEREAS, through the PSAP Board, the Parties collectively agree and commit to work cooperatively to maintain quality PSAP Operations for the benefit of all of the Parties to this Agreement; and

WHEREAS, the Municipalities and the County have created an Intergovernmental Agreement setting forth the terms of their agreements relating to the PSAP, a copy of which is attached hereto as Exhibit A and incorporated herein (“**IGA**”); and

WHEREAS, the parties are authorized to enter into this IGA pursuant to the authority of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Constitution of the State of Illinois (Article 7; Section 10; 1970).

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Loves Park, Winnebago and Boone Counties of Illinois, as follows:

SECTION 1. *Preambles.* The preambles to this Resolution be, and the same hereby are, incorporated into this Resolution by reference as if set out in this Section in full.

SECTION 2. *Intergovernmental Agreement.* The proposed IGA attached hereto is approved and the Mayor is authorized to execute the same on behalf of the City.

SECTION 3. *Further Action.* The Mayor is authorized to take such action as is necessary to have the City fulfill its obligations under the IGA and the Council hereby authorizes the payments to be made pursuant to the terms of the IGA.

Passed and adopted by the Mayor of the City of Loves Park on this _____ day of February 2020.

THE CITY OF LOVES PARK, ILLINOIS

Mayor Gregory R. Jury

Attest: City Clerk

Chairman John Jacobson

Alderman Mark Peterson

Alderman John Pruitt

Alderman Charles Frykman

MOTION:

SECOND:

VOTING:

INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF WINNEBAGO, ILLINOIS, THE CITY OF LOVES PARK, THE VILLAGE OF MACHESNEY PARK, THE VILLAGE OF CHERRY VALLEY, THE VILLAGE OF DURAND, THE VILLAGE OF PECATONICA, THE VILLAGE OF ROCKTON, THE VILLAGE OF ROSCOE, THE CITY OF SOUTH BELOIT AND THE VILLAGE OF WINNEBAGO

This Intergovernmental Agreement ("**Agreement**") is made this ____ day of February 2020 by and among the City of Loves Park, the Village of Machesney Park, the Village of Cherry Valley, the Village of Durand, the Village of Pecatonica, the Village of Rockton, the Village of Roscoe, the City of South Beloit and the Village of Winnebago, each being Illinois municipal corporations and bodies politic (any single municipality is hereinafter referred to as a "**Municipality**" and collectively as "**Municipalities**") and the County of Winnebago, Illinois, an Illinois body politic ("**County**"). Any Municipality or County shall be referred to as "**Party**" while both the Municipalities and County shall be referred to as "**Parties**".

WHEREAS, the Winnebago County Central Dispatch System PSAP Center ("**PSAP**" or "**Public Safety Answering Point**") provides call taking and dispatching of 9-1-1 calls ("**PSAP Operations**") for the Parties pursuant to a 9-1-1 system plan ("**Plan**") approved by the Illinois Commerce Commission in 1990, as amended in 2005, and which Plan is now administered by the Illinois State Police; and

WHEREAS, the County acknowledges it is responsible and financially obligated to pay for the call taking of 9-1-1 calls, but the Municipalities and County disagree as to whether that includes the dispatching of those calls; and

WHEREAS, the Municipalities recognize the financial challenges of the County in providing 9-1-1 services and are willing to contribute funding to provide additional revenue to support the maintenance of quality PSAP Operations if the PSAP Board (as hereinafter defined), is created; and

WHEREAS, at the request of the County, the Municipalities have agreed to provide contributions towards the County's funding of the PSAP; and

WHEREAS, the Parties further agree to the creation of an advisory board ("**PSAP Board**") so the Municipalities may provide recommendations on the PSAP Operations provided by the County; and

WHEREAS, through the PSAP Board, the Parties collectively agree and commit to work cooperatively to maintain quality PSAP Operations for the benefit of the Parties to this Agreement; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the authority of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Constitution of the State of Illinois (Article 7; Section 10; 1970); and

WHEREAS, the Parties desire to memorialize their collaboration to ensure that the PSAP continues to provide services consistent with the laws and regulations of the State of Illinois, as may be amended from time to time; and

WHEREAS, the payment obligations identified in this Agreement shall not be deemed as an acknowledgement or assumption by any of the Municipalities of any obligation or responsibility of them to provide or contribute to the cost associated with PSAP Operations or dispatching of 9-1-1 calls nor is this Agreement an acknowledgement or assumption by the County of its obligation or responsibility to perform dispatching of 9-1-1 calls.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1) **Incorporation of Recitals.** The above recitals are incorporated in this Agreement by this reference and made a part of this Agreement.
- 2) **Term of Agreement.** This Agreement shall be retroactively effective as of October 1, 2019 and the initial term shall run through September 30, 2023 and shall automatically renew from year to year thereafter, subject to each Party's right to terminate as indicated in paragraph 12 and to comply with the payment obligations set forth herein.
- 3) **Contribution by Municipalities.** The Municipalities agree to pay annually, through the initial term of this Agreement, the total aggregate amount of Five Hundred Thousand Dollars (\$500,000) through the amounts listed on Exhibit A to the Agreement, according to the timing set forth in Paragraph 4 below, to be utilized by the County towards costs associated with the PSAP ("Contribution"). Each Municipality shall pay its respective portion of the annual Contribution as indicated in Exhibit A. Prior to September 30, 2023, and each succeeding year, Exhibit A shall be amended according to the process set forth in paragraph 10 below. References to "year" or "years" in this Agreement shall refer to fiscal years of the County which begin on October 1st and end on September 30th of each year. Each Municipality shall only be responsible to pay its respective agreed-upon allocation of the Contribution as indicated in Exhibit A and any subsequent amendment thereto.
- 4) **Timing of Payments.** The annual payments in Exhibit A, and any subsequent amendment thereto, shall be made in four (4) equal installments paid to the County on or before October 1, January 1, April 1, and July 1 of each year. The first installment due pursuant to this Agreement shall be made within ten (10) business days of the final Party's signing this Agreement. The second and third installments shall be due April 1, 2020.
- 5) **Authorization for Funding.** Each Party to this Agreement shall take all required actions to authorize the funds necessary to meet its agreed-upon allocation of the Contributions set forth in Exhibit A.
- 6) **Creation of a PSAP Board.** A PSAP Board is hereby created which shall consist of one member appointed by resolution from the governing authority of each of the Parties hereto plus the Winnebago County Sheriff or his designee. Each PSAP Board member may designate an

alternate to attend, participate and vote on its behalf at PSAP Board meetings if the member is absent. A designated alternate must be employed by or be a member of the representative entity from which the PSAP designating member has been appointed. The Winnebago County Administrator shall be a non-voting ex officio member of the PSAP Board.

- 7) **Municipal Signature and Payment Required for Board Membership.** Only Municipalities which are signatories to this Agreement shall be members of the PSAP Board, and continued membership on the PSAP Board by each Municipal signatory shall be contingent upon the timely payment by each Municipal signatory of its portion of the annual Contribution.
- 8) **Powers and Duties of Board.** The PSAP Board shall have the following powers and duties:
 - a) to create and to determine the general policies of the PSAP Board;
 - b) to provide recommendations to the County regarding PSAP Operations;
 - c) to work cooperatively on issues of common concern relating to 9-1-1 service within the County;
 - d) to provide input to the County on an appropriate Budget for the PSAP to maintain a high quality of service, review historical costs relating to the PSAP and review revenues used to off-set the same; and
 - e) to hold meetings in accordance with the Open Meetings Act no less frequently than on a calendar quarter basis, at which the County, to the extent available, will provide information and/or reports on all operational activity of the PSAP including statistics for each community that shall include at a minimum the totals, by month, of the emergency and non-emergency calls handled, the number of calls for service, and the PSAP's performance in answering 9-1-1 calls within a certain time parameter and the County Administrator will provide the PSAP Board with a financial report relating to the PSAP and its operations so as to provide the Municipalities with a meaningful opportunity to provide recommendations to the County.
- 9) **PSAP Operations.** The Winnebago County Sheriff shall continue to direct the PSAP operations, and all employees of the PSAP shall continue to be employees of the Sheriff's Department and the County. The PSAP shall continue to provide those services which were provided by the PSAP prior to this Agreement and such other and further services as may be required by the Plan, law or regulation.
- 10) **Audit and Budget.** The County shall provide to the Municipalities the relevant portion of the County's external audit which sets forth all expenditures incurred by the County in operating the PSAP based on the County's fiscal year. The County Administrator shall meet at least annually with the PSAP Board to review and discuss the audited amounts for the PSAP and identify County allocation of future funding. The Parties agree that the contributions in Paragraph 3 above shall remain unchanged through September 30, 2023 and that the ultimate annual budget for operation of the PSAP shall be subject solely to approval of the County

Board. Changes to the total aggregate contribution for the Municipalities after September 30, 2023, shall be provided to the Municipalities no later than August 15 of the expiring budget year.

The allocation of Municipal contributions in any amended Exhibit A shall be agreed upon by the Municipalities and given to the County by September 15 of each budget year. If the Municipalities are unable to agree on changes to any Municipal allocations on an amended Exhibit A, the allocation among the Municipalities will remain proportionately the same in accordance with the most recent agreed upon Exhibit A.

- 11) **Future Allocations.** The annual aggregate contribution for the Municipalities ("To Be Allocated" on Exhibit A) is \$500,000 and shall remain unchanged until September 30, 2023. In recognition of the cost increases to the County accruing during the first four years of this Agreement, the annual aggregate contribution for the Municipalities shall increase by 6% beginning on October 1, 2023. Beginning on October 1, 2024 and on each succeeding October 1 during the term of this Agreement or any extension thereof, the annual aggregate contribution shall increase by 5%. Nothing in this Agreement shall prohibit the Parties from agreeing to a lesser or greater increase rather than the increases referenced above, and any such agreement shall be signed by the Parties in writing.
- 12) **Termination.** Any Municipality which is a party to this Agreement may terminate its membership to the PSAP Board and its obligations created by virtue of this Agreement as follows:
 - a) The terminating Municipality shall give written notice of its intent to terminate in the form of a certified copy of a resolution passed by its governing authority to the other parties to this Agreement.
 - b) If a Municipality is in breach of this Agreement for failing to make its agreed upon contribution after thirty (30) days' written notice of such breach has been given to such breaching member by the County Administrator, such breach shall constitute a de facto notice of the breaching member's notice to terminate its membership.

Municipalities acknowledge that by signing this Agreement, they agree that they shall not terminate this Agreement under paragraph 12(a) from the date of signing through September 30, 2023. Termination after September 30, 2023 shall take effect 11 months after the date that notice is given according to paragraph 12(a) above. Termination under 12(b) above shall take effect 60 days after written notice of the breach has been sent to the breaching Municipality. Termination of a member shall also constitute termination of its representative to the PSAP Board. The terminating Municipality shall continue to be responsible for its share of the contribution obligation through the effective date of termination as well as for any contractual obligations it has separately made with the PSAP.

- 13) **Rights Reserved.** This Agreement is not intended to change the Plan or alter any responsibility of any Party as it relates to the Plan or to the services currently provided by the PSAP. Notwithstanding anything to the contrary in this Agreement, other than the payment obligations

identified in Exhibit A through September 30, 2023 or any payment obligations hereafter agreed to by the Municipalities, this Agreement shall not be deemed as an acknowledgement or assumption by any of the Municipalities of any obligation or responsibility to provide or contribute towards the cost associated with dispatching of 9-1-1 calls nor is this Agreement an acknowledgement or assumption by the County of its obligation or responsibility to perform dispatching of 9-1-1 calls without such contribution.

- 14) **Forbearance Agreement.** No Party to this Agreement shall take action to file suit to seek judicial determination as to whether the County or Municipalities have responsibility to pay for dispatching of 9-1-1 calls until either Party provides written notice of termination of its participation in the Agreement in accordance with paragraph 12..
- 15) **Admission of New Members.** The PSAP Board may, by unanimous vote, approve the addition of a new Party to this Agreement subject to the new Party's agreement to make quarterly contributions in accordance with a revised Exhibit A reflecting the inclusion of the contribution of the new Party.
- 16) **Termination Existing Payment Obligations.** The Parties hereto agree that the foregoing constitutes the entire agreement among all of the Parties relating to the financial contributions to PSAP operations, and in witness whereof, the Parties have affixed their respective representative signatures on the date indicated below representing thereby full authority to enter into this Agreement. Any portions of previous agreements relating to cost allocations or contributions are hereby terminated, including but not limited to those provisions as indicated in the following agreements:
 - a) "The Intergovernmental Cooperation Agreement for Police Dispatching" between the County of Winnebago and City of Loves Park with an effective date of May 1, 2006 ("Existing Loves Park IGA") shall terminate upon the signing of this Agreement and shall no longer be enforceable. The monthly payments received under the Existing Loves Park IGA from October 1, 2019 through the date of the signing of this Agreement shall be applied to the first and second quarter allocations of the City of Loves Park under this Agreement with the City being responsible for the difference in payments made under the Existing Loves Park IGA and payments due under this Agreement.
 - b) An intergovernmental agreement for police services which was effective May 1, 2019, between the County and the Village of Machesney Park ("Police Services Agreement") includes a line item for payment to the County for 911 Dispatch. The monthly payment for 911 Dispatch under the Police Services Agreement between Machesney Park and the County shall terminate upon signing of this Agreement. Furthermore, the quarterly amounts due and payable by Machesney Park under this Agreement shall reflect an adjustment for the amounts paid by Machesney Park for the line item on Exhibit A of the Police Services Agreement for 911 Dispatch for the period after September 30, 2019, through the date of signing of this Agreement with any credit applied to the next payments due from Village of Machesney according to this Agreement.

- 17) **Headings.** The headings in this Agreement are for reference only and shall not affect interpretation of this agreement.
- 18) **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, all of whom are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, none of the Parties shall be deemed the drafter hereof and none shall be given benefit of such presumption that may be set out by law.
- 19) **Amendments and Modification.** This Agreement shall be binding upon all Parties unless and until amended in writing by agreement of all Parties or terminated as provided herein.
- 20) **Severability.** This Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
- 21) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The County of Winnebago, Illinois

BY: _____
 Frank Haney, Chairman
 County Board

ATTEST: _____
 Lori Gummow
 Winnebago County Clerk

DATE: _____

The Village of Machesney Park

BY: _____
 Its President

ATTEST: _____
 Its Clerk

DATE: _____

The City of Loves Park

BY: _____
 Its Mayor

ATTEST: _____
 Its Clerk

DATE: _____

The Village of Cherry Valley

BY: _____
 Its President

ATTEST: _____
 Its Clerk

DATE: _____

The Village of Durand

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Rockton

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The City of South Beloit

BY: _____
Its Mayor

ATTEST: _____
Its Clerk

DATE: _____

The Village of Pecatonica

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Roscoe

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

The Village of Winnebago

BY: _____
Its President

ATTEST: _____
Its Clerk

DATE: _____

Exhibit A Contribution Allocation Among Municipalities
October 1, 2019-September 30, 2023

Community	Annual	Total Contract	10/1/2019	1/1/2020	4/1/2020	7/1/2020
Cherry Valley	\$40,213.96	\$160,855.84	\$10,053.49	\$10,053.49	\$10,053.49	\$10,053.49
Durand	\$12,080.39	\$48,321.58	\$3,020.10	\$3,020.10	\$3,020.10	\$3,020.10
Loves Park	\$150,352.13	\$601,408.54	\$37,588.03	\$37,588.03	\$37,588.03	\$37,588.03
Machesney Park	\$128,759.85	\$515,039.42	\$32,189.96	\$32,189.96	\$32,189.96	\$32,189.96
Pecatonica	\$11,455.33	\$45,821.30	\$2,863.83	\$2,863.83	\$2,863.83	\$2,863.83
Rockton	\$46,651.07	\$186,604.28	\$11,662.77	\$11,662.77	\$11,662.77	\$11,662.77
Roscoe	\$49,271.97	\$197,087.89	\$12,317.99	\$12,317.99	\$12,317.99	\$12,317.99
South Beloit	\$43,246.09	\$172,984.37	\$10,811.52	\$10,811.52	\$10,811.52	\$10,811.52
Winnebago (Village)	\$17,969.20	\$71,876.79	\$4,492.30	\$4,492.30	\$4,492.30	\$4,492.30
Totals	\$500,000	\$2,000,000				

Community	10/1/2020	1/1/2021	4/1/2021	7/1/2021	10/1/2021	1/1/2022
Cherry Valley	\$10,053.49	\$10,053.49	\$10,053.49	\$10,053.49	\$10,053.49	\$10,053.49
Durand	\$3,020.10	\$3,020.10	\$3,020.10	\$3,020.10	\$3,020.10	\$3,020.10
Loves Park	\$37,588.03	\$37,588.03	\$37,588.03	\$37,588.03	\$37,588.03	\$37,588.03
Machesney Park	\$32,189.96	\$32,189.96	\$32,189.96	\$32,189.96	\$32,189.96	\$32,189.96
Pecatonica	\$2,863.83	\$2,863.83	\$2,863.83	\$2,863.83	\$2,863.83	\$2,863.83
Rockton	\$11,662.77	\$11,662.77	\$11,662.77	\$11,662.77	\$11,662.77	\$11,662.77
Roscoe	\$12,317.99	\$12,317.99	\$12,317.99	\$12,317.99	\$12,317.99	\$12,317.99
South Beloit	\$10,811.52	\$10,811.52	\$10,811.52	\$10,811.52	\$10,811.52	\$10,811.52
Winnebago (Village)	\$4,492.30	\$4,492.30	\$4,492.30	\$4,492.30	\$4,492.30	\$4,492.30

Community	4/1/2022	7/1/2022	10/1/2022	1/1/2023	4/1/2023	7/1/2023
Cherry Valley	\$10,053.49	\$10,053.49	\$10,053.49	\$10,053.49	\$10,053.49	\$10,053.49
Durand	\$3,020.10	\$3,020.10	\$3,020.10	\$3,020.10	\$3,020.10	\$3,020.10
Loves Park	\$37,588.03	\$37,588.03	\$37,588.03	\$37,588.03	\$37,588.03	\$37,588.03
Machesney Park	\$32,189.96	\$32,189.96	\$32,189.96	\$32,189.96	\$32,189.96	\$32,189.96
Pecatonica	\$2,863.83	\$2,863.83	\$2,863.83	\$2,863.83	\$2,863.83	\$2,863.83
Rockton	\$11,662.77	\$11,662.77	\$11,662.77	\$11,662.77	\$11,662.77	\$11,662.77
Roscoe	\$12,317.99	\$12,317.99	\$12,317.99	\$12,317.99	\$12,317.99	\$12,317.99
South Beloit	\$10,811.52	\$10,811.52	\$10,811.52	\$10,811.52	\$10,811.52	\$10,811.52
Winnebago (Village)	\$4,492.30	\$4,492.30	\$4,492.30	\$4,492.30	\$4,492.30	\$4,492.30

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: FEBRUARY 24, 2020

DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE

A RESOLUTION TO APPROVE ENTERING INTO AN AGREEMENT WITH MECHANICAL, INC. FOR THE INSTALLATION OF REPLACEMENT WATER METERS.

WHEREAS, The City of Loves Park has engaged in the process of replacing all of the water meters in the City with “smart” meters to allow for easier reading of the meters and more precise billing; and

WHEREAS, the City requires additional assistance to complete installation of the new meters in a timely fashion; and

WHEREAS, Mechanical, Inc. has expertise in the installation of “smart” meters having recently performed this work for several area municipalities.

NOW THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Loves Park, Winnebago and Boone Counties of Illinois, as follows:

SECTION 1. *Preambles.* The preambles to this Resolution are incorporated into this Resolution by reference as if set out in this Section in full.

SECTION 2. *Agreement.* The proposed Agreement for Installation of Replacement Water Meters attached hereto is approved and the Mayor is authorized to execute the same in like or similar form on behalf of the City.

Passed and adopted by the Mayor of the City of Loves Park on this _____ day of February, 2020.

Alderman John Jacobson, Chairman

Alderman Mark Peterson, Vice Chairman

Alderman John Pruitt

Alderman Charles Frykman

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:
SECOND:
VOTING:

AGREEMENT FOR INSTALLATION OF REPLACEMENT WATER METERS
between
THE CITY OF LOVES PARK, ILLINOIS
and
MECHANICAL, INC.

This Agreement ("Agreement") is entered into this 24th day of February, 2020, by and between The City of Loves Park, Illinois, an Illinois Municipal Corporation ("CITY") and Mechanical, Inc., an Illinois Corporation ("MECHANICAL ") with City and Mechanical also referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, City owns, operates and maintains a municipal water system; and

WHEREAS, City is in the process of replacing all existing water meters with new "smart" meters to allow for easier reading of the meters and more precise billing; and

WHEREAS, City requires additional assistance to complete installation of the new meters; and

WHEREAS, Mechanical has expertise in the installation of "smart" meters having recently performed this work for several area municipalities.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1
INCORPORATION OF RECITALS

1.1. The foregoing recitals are incorporated by reference and made a part hereof.

ARTICLE 2

TERM AND TERMINATION

2.1. Term of Agreement This Agreement shall commence as of February 26, 2020 and shall continue thereafter until the Services provided for herein have been completed.

2.2. Termination for Breach of a Material Term.

This Agreement may be terminated by either Party for the breach by the other Party of a material term of the Agreement, including but not limited to failure to pay sums due under this Agreement:

2.2.1. Upon receipt by the breaching Party of written notice of the breach, if the breach or non-performance is incapable of cure; or

2.2.2. Upon the expiration thirty (30), days of written notice of the breach, if the breach or non-performance is capable of cure and has not been cured.

2.3. Termination upon Agreement. In the event that the Parties shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

ARTICLE 3

SERVICES AND RESPONSIBILITIES

3.1. Duties of MECHANICAL. MECHANICAL shall provide one licensed union plumber with experience in the installation of “smart” water meters (“Contractor”) as well as a vehicle and appropriate tools, to work with the City Water Department Manager to fulfill a schedule of water meter replacements within the City. The Contractor shall work from 8:00 a.m. to 4:30 p.m. Monday through Friday excluding City holidays and shall have a lunch hour from 11:30 to 12:30 each day. The responsibilities of such Contractor include but are not limited to:

3.1.1. Conferring on a daily basis with the City Water Manager or his designee at the beginning of Contractor’s shift to obtain from the City the day’s plan for replacement of water meters and to keep the Water Manager informed of progress and any issues. Contractor will also contact the Water Manager at midday and at the end of each day’s shift to keep the Water Manager apprised of progress with the scheduled replacements.

3.1.2. Replacing existing water meters with new “smart” water meters provided by the CITY at addresses scheduled by the CITY.

3.1.3. Contractor shall inform the City of any plumbing issues outside of the scope of replacement of the water meters or safety issues which may arise or any other problems with the job as they are encountered. Any work required outside of the scope of replacement of the water meters shall be conducted by City employees or other contractors.

3.1.4. Contractor is to take a before and an after photograph of each water meter replacement and furnish the same to the City as well as a sign-off from the property owner. The photograph and sign-off will be performed with City equipment to be issued to Contractor.

3.1.5. Contractor will wear neat and presentable clothing designating him or her as a Mechanical employee as well as a City issued lanyard and photo ID designating Contractor as acting as a contractor for the City. Contractor shall at all times conduct himself or herself in a pleasant and professional manner.

3.2. Compliance. MECHANICAL agrees to comply, at its own expense, with all safety, health and work laws, regulations and rules. MECHANICAL will also ensure compliance with safe work practices and use of protective equipment, imposed by controlling federal, state and local governments. MECHANICAL agrees that it shall maintain a Drug-Free Workplace policy and that its contractors shall comply such policy as well as all applicable state and federal laws and regulations.

3.3. Responsible Primary Contractor. MECHANICAL shall be responsible for identifying a primary Contractor who will assume responsibility to service CITY. Other contractors from MECHANICAL may service CITY under this Agreement in place of the primary Contractor so long as MECHANICAL provides CITY with a minimum 24-hour notice of such substitution. MECHANICAL shall provide to City a criminal background check for each Contractor designated to work for City with the background check to be updated annually. MECHANICAL shall provide Contractor with a truck and with all tools necessary to complete the work required in this Agreement.

3.4. Characteristics of Contractors. All contractors of MECHANICAL rendering plumbing services to CITY under this Agreement shall at all times during the term of this Agreement be Illinois licensed and certified union plumbers. MECHANICAL shall have the sole and exclusive responsibility for the selection, hiring, discipline and termination of such contractors and any other MECHANICAL staff providing services to CITY pursuant to this Agreement. CITY shall have the right to require a change in staffing should it, in its sole discretion, believe that a particular contractor does not meet its overall needs.

3.5. Independent Contractor. It is understood by all parties hereto that MECHANICAL and the contractors supplied hereunder to CITY are not employees of CITY and MECHANICAL and the supplied contractors are not entitled to any benefits provided by CITY to its employees, including but not limited to group insurance and pension plan contributions.

3.5.1. MECHANICAL shall be responsible for paying compensation to the supplied contractors in an amount that is at minimum, compliant with prevailing wage laws, as well as associated workers compensation insurance and payroll taxes. Mechanical shall also provide to City a certificate of general liability and automobile liability insurance with minimum liability limits of One-Million dollars (\$1,000,000.00) per occurrence and Two-Million dollars (\$2,000,000.00.) in the aggregate.

3.6. Duties and Responsibilities of CITY: CITY shall have the following duties and responsibilities:

3.6.1. Equipment. CITY shall provide, at its own expense, a camera and an electronic tablet device which shall contain the schedule of addresses for each day's work as well as a sign-off function for the property owner approval of the work.

3.6.2. Supplies. CITY shall provide, at its own expense, to MECHANICAL a photo ID and lanyard for each Contractor designating Contractor as an employee of

MECHANICAL working under contract with the CITY. CITY shall also provide the “smart” meters and installation kits to be utilized by Contractor.

3.6.3. CITY shall not dictate the method or manner of work performed by Contractor.

3.6.4. MECHANICAL agrees to release, defend, indemnify, and hold CITY harmless from any and all wrongful or negligent acts committed by MECHANICAL or its employees, including violations of federal, state, or local laws or regulations.

ARTICLE 4 **COMPENSATION**

4.1. Compensation of MECHANICAL. As compensation for the services rendered by MECHANICAL pursuant to this Agreement, MECHANICAL shall receive Seventy-Three Dollars and 50/100s (\$73.50), per hour worked by Contractor. Time will be submitted by MECHANICAL to CITY on a monthly basis by certified time record.

4.2. Compensation Schedule. Within thirty (30), days of receipt of the certified time records referenced in Paragraph 4.1, CITY will pay MECHANICAL the compensation due for services performed in the preceding month.

4.2.1. In the event the agreement is terminated, MECHANICAL shall be entitled to its earned hourly rate received by CITY for services performed prior to termination of the agreement.

ARTICLE 5 **OTHER PROVISIONS**

5.1. Contractual Agreements. It is understood and agreed that no authority has been granted to either party and its respective employees and/or contractors, and none is possessed, to sign or endorse the other’s name on any commercial papers, contracts, advertisements or instruments of any nature, nor to contract any debt or enter into any obligation, either express or implied, binding the other party to the payment of money or otherwise.

5.2. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties, and all prior agreements and understandings, whether written or oral, related hereto are merged herein. No modifications or waiver of any of the terms and

conditions of this Agreement shall be effective unless it is in writing and signed by the parties hereto. Failure of either party to exercise any right in the event of breach or default by the other party shall not constitute or operate as a waiver of any right of either party.

5.3. Severability. To the extent that any provision of this Agreement shall be finally determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, the same determination shall have no effect upon the enforceability of the balance of this Agreement, except to the extent that MECHANICAL's obligation to provide the services outlined herein shall be determined to be void, illegal or unenforceable, in which event the entire Agreement shall be terminable at the option of either party.

5.4. Choice of Law. This Agreement shall be interpreted and enforced in and pursuant to the laws of the State of Illinois and any actions shall be brought before the Circuit Court of Winnebago County. It is further agreed that should any litigation become necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred in such action in addition to any other relief awarded.

5.5. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

5.6. Notice. Any notice or communication given pursuant to this Agreement by either party to the other party shall be in writing and delivered or mailed, by registered or certified mail, postage prepaid, return receipt requested, and by electronic transmission as follows:

If to City:
City of Loves Park
100 Heart Boulevard
Loves Park, Illinois 61111
Attn: Mayor Greg Jury
Greg.Jury@Loves-Park.il.us

If to Mechanicals:
Mechanical, Inc.
2283 Business 20 East
Freeport, Illinois 61032
ATTN: Jeff McCoy
jmccoy@mechanic.com

5.8 Unless otherwise specified, any and all notices or other communications given pursuant to this Agreement shall be deemed duly given and received on the date personally delivered or on the date received by mail as shown by the post office receipt, whether or not actually received by the addressee. Any party may change its address by written notice to the others as herein provided.

5.9 Force Majeure. The parties to this Agreement shall be excused from any performance required hereunder if such performance is rendered impossible or delayed due to any catastrophe or other major event beyond their control, including without limitation war, riot, insurrection, strikes, lock-outs, serious labor disputes, floods, fires explosions, hurricanes, or other natural disasters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.

The City of Loves Park, Illinois.:

By: _____

Title: _____

ATTEST: _____

Date: _____

Mechanical, Inc.

By: _____

Title: _____

ATTEST: _____

Date: _____

CITY OF LOVES PARK

BY ALDERMAN

RESOLUTION NO.

DATE: February 24, 2020

DEPARTMENT: City Clerk

RESOLVED, that by the adoption of this resolution,

Pursuant to the requirements of Illinois Compiled Statutes, 5ILCS 120/2.06, the Mayor and City Council have assembled in closed session to review all Executive Session Minutes, and determined that a need for confidentiality does not exist as to the Executive Session Minutes for;

March 4, 2019

March 11, 2019

May 13, 2019

June 24, 2019

October 24, 2011

Now therefore be it resolved that the Executive Session Minutes from these meetings are hereby released.

Ald. John Jacobson, Chairman

Ald. Chuck Frykman

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

**AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF
LOVES PARK, ILLINOIS**

WHEREAS, **the City desires to amend Chapter 90** of The Code of Ordinances (“Code”) of the City of Loves Park, Winnebago County & Boone County, Illinois (“City”) which regulates Public Improvements within the City; and

WHEREAS, **the City desires to add §90-75, Combination Fire and Domestic Water Service Lateral Installation**, to Chapter 90; and

WHEREAS, **the City also desires to amend §90-126, Security Deposits** of the Code in it’s entirety; and

WHEREAS, pursuant to 235 ILCS 5/4-1 and other statutory provisions, the City of Loves Park is authorized and empowered to adopt and enforce the provisions of this Ordinance.

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

§90-75 Combination Fire and Domestic Water Service Lateral Installation, is hereby created to read as follows:

Sec. 90-75. - Combination Fire and Domestic Water Service Lateral Installation

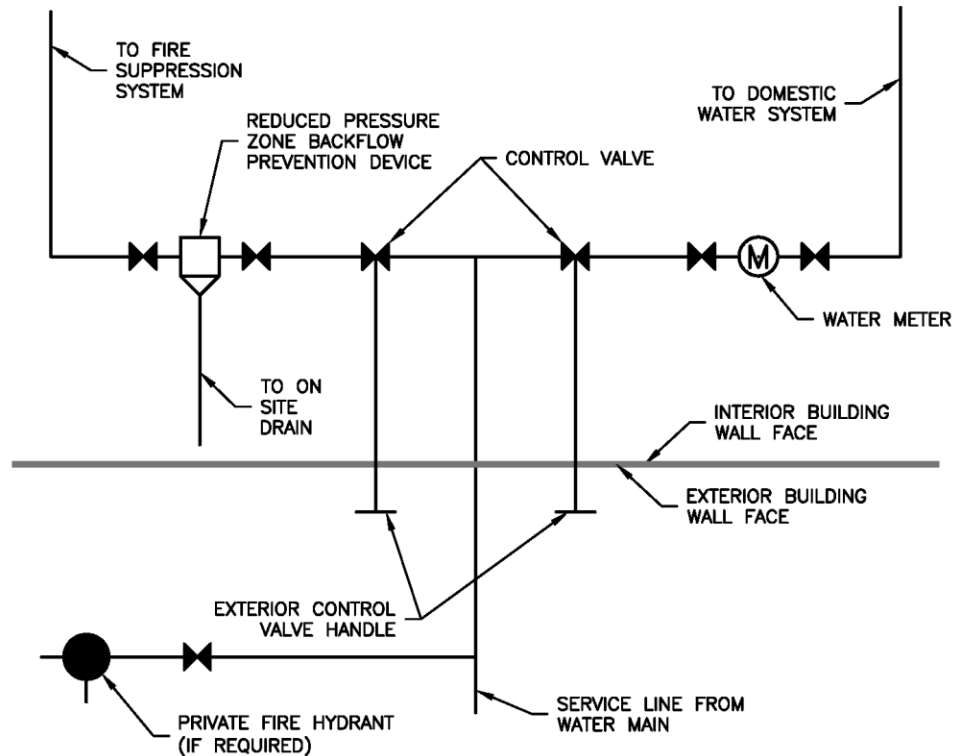
(a) All combination fire and domestic water service lateral connections to the City water system shall be constructed to comply with the Illinois Plumbing Code, 2014 Edition, NFPA 13, and comply with standards set forth by the Illinois Department of Public Health for public water supplies.

(b) Should a newly constructed structure require fire suppression in addition to domestic water service, the service lateral shall be a combination fire and domestic service line designed for compliance with Illinois Plumbing Code, 2014 Edition, NFPA 13, and Illinois Department of Public Health standards.

(c) Should an existing building require installation of a fire service lateral, the domestic water service line shall be installed on the fire service line no further than twelve (12) inches from the fire service control valve on the interior of the structure being served. Should modifications requiring a City of Loves Park plumbing permit be made to an existing building with separate fire and domestic water services that is not in compliance with Illinois Plumbing Code, 2014 Edition, NFPA 13, and Illinois Department of Public health standards, the service shall be upgraded to meet minimum standards.

(d) Where buildings have a combination fire and domestic water service, exterior control valves shall be mounted on the building and easily located with appropriate signage and coloring notating what service the valves control.

(e) Exterior control valves for buildings requiring a combination fire and domestic water service shall be rising stem OS&Y NIBCO control valves or approved equal with written authority from the water superintendent. See City of Loves Park Fire Suppression System Valve Detail to follow:



NOTE:

INSTALLATION TO BE CONSTRUCTED ACCORDING TO ILLINOIS PLUMBING CODE, 2014 EDITION AND NFPA 13.

ALL INSTALLATIONS SUBJECT TO INSPECTION BY CITY OF LOVES PARK PLUMBING INSPECTOR.

VALVES SHALL BE RISING STEM OS&Y.

DETAIL IS TO BE USED AS A REFERENCE ONLY. ACTUAL DESIGN MAY DIFFER DUE TO AVAILABLE SPACE AND INSTALLATION LIMITATIONS.

CITY OF LOVES PARK
FIRE SUPPRESSION SYSTEM VALVE DETAIL
 N.T.S.

(f) All plans and specifications for the installation of a combination fire and domestic water service system shall be submitted to the City for approval prior to installation.

And,

§90-126 Security Deposits, is deleted in it's entirety and replaced as follows:

Sec. 90-126. - Security deposits.

The following deposits shall be paid by applicants as a requirement to establish water service:

- (1) *Renters' deposits.* The following shall be paid by the tenant of a property or premises in addition to any deposit paid by the owner of such property or premises:

Meter Size (inches)	Residential	Commercial	Industrial
⅝ and ¾	40.00	50.00	\$ 75.00
1	40.00	75.00	100.00
1½	N/A	100.00	150.00
2	N/A	200.00	300.00
3	N/A	350.00	450.00
4	N/A	400.00	500.00
6	N/A	600.00	700.00

- (2) *Owners' deposits.* The following shall be paid by the owner of a property or premises:

Meter Size (inches)	Residential	Commercial	Industrial
5/8 and ¾	40.00	50.00	\$ 75.00
1	40.00	75.00	100.00
1½	N/A	100.00	150.00
2	N/A	200.00	300.00
3	N/A	350.00	450.00

4	N/A	400.00	500.00
6	N/A	600.00	700.00

Where a single meter serves multiple dwellings, such as in apartment buildings, multiunit dwellings, condominiums, or mobile home parks, etc., the owner's deposit shall be assessed at a rate of \$12.50 per dwelling unit, up to a limit of 24 units; with a minimum deposit of \$40.00, thereafter the owner's deposit shall be assessed at the commercial rate based on the size of the meter. Deposits shall be held by the water department as security for payment for water used by the applicant upon the premises to which their application pertains and be so applied when any default is made. Upon review of the account, if the account has been in good standing for a period of 24 months, the Water Department Manager may release the deposit to the applicant of the account. If the account should become delinquent after the deposit has been released a new deposit will be collected and held

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 Ordinance are hereby repealed.

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

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

**ORDINANCE PROVIDING FOR THE PLACING OF A “NO U-TURN”
SIGN TO REGULATE TRAFFIC IN THE CITY OF LOVES PARK**

WHEREAS, the installation of a “No U-Turn” sign to prevent U-turns regulate the traffic flow would increase the safety of the people of the City of Loves Park, Illinois

WHEREAS, the City of Loves Park desires to install a “No U-Turn” sign at the location described herein below:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK,
ILLINOIS:**

1. The City of Loves Park does hereby establish a “No U-Turn” sign for eastbound traffic on Riverside Boulevard at the intersection with Interstate Boulevard
2. All ordinances or parts of ordinances in conflict are hereby repealed.
3. This Ordinance shall be effective upon its passage, approval and publication in pamphlet form as provided by law.

Dated: _____

APPROVED:

MAYOR

ATTESTED:

CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING NO PARKING ON THE EAST SIDE OF JACKIES DRIVE IN THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, Broadcast Parkway is a Public roadway within the limits of the City of Loves Park, Illinois;

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

SECTION 1: That a No Parking zone be established on Jackies Drive in the City, Illinois, as follows:

- (a) That no parking shall be established on the East side of Jackies Drive
- (b) That the No Parking area identified in (a) above has been determined to be necessary for the public safety and well-being of the residents and motorists of the City of Loves Park, Illinois.

SECTION 2: That the appropriate No Parking signs shall be erected and curbing, if applicable, painted yellow to reflect the Ordinance.

SECTION 3: This Ordinance is to become effective upon its passage, approval and publication in pamphlet form or in any other form as provided for by law.

SECTION 4: That the Code of Ordinance of the City of Loves Park, Illinois shall be amended to include the provisions of this Ordinance.

SECTION 5: This Ordinance repeals and amends the terms of any and all previous and/or existing Ordinance in conflict with the provisions contained herein.

SECTION 6: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form or in any other form as provided for by law.

Dated: _____, 2020

APPROVED:

MAYOR

ATTESTED:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED: