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**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, OCTOBER 19, 2020- 6 P.M.**  
**COUNCIL CHAMBERS**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Pastor K.D. Bodwell from Windsor Baptist Church, 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**
  - 1. Presentation of Proclamation for World Polio Day.**
  
- 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 Mayor to enter into a vehicle lease agreement with Rock River Disposal Services, Inc. for the purpose of leaf removal.**
- 2. Resolution authorizing the Mayor to enter into a vehicle lease agreement with RRD Holding Company for the purpose of leaf removal.**
- 3. Resolution authorizing the Director of Community Development and Public Works to seek funding through a grant application to the Illinois Transportation Enhancement Program for the North Second Street Streetscape Improvement Project.**
- 4. Resolution authorizing the Mayor to hire Calvin Urbanowitz as part-time Plumbing/HVAC Inspector.**

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

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

- 1. Ordinance fixing and approving 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, October 12, 2020  
Loves Park City Hall

Mayor Gregory Jury called to order the meeting of the Loves Park City Council at 6:00 p.m.

Alderman Nancy Warden opened the meeting with an invocation followed by the pledge of allegiance.

Present: Mayor Gregory Jury

Aldermen John Pruitt, Charles Frykman (electronically), Mark Peterson, A. Marie Holmes (electronically), Robert Schlensker, Doug Allton (electronically), Nancy Warden, John Jacobson (electronically), Jim Puckett, Clint Little

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 10/05/20 The Journal of Proceedings for the regular meeting of October 5, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
2. Enhancement Program & Illinois 251 Streetscape Project Open House Mayor Jury announced that the City of Loves Park is hosting an open house for the Illinois Transportation Enhancement Program Grant and the Illinois 251 Streetscape Project to be held on Monday, October 19, 2020 from 4:00 p.m. to 7:00 p.m. in the Richard Brinker room at Loves Park City Hall. The open house is for the public to learn about plans to upgrade the image and appearance of the existing commercial area between River Lane and Windsor Road. Mayor Jury added that enhancements will include pedestrian and bicycle access and routes, traffic, drainage, lighting and signal improvements. The presentation will be available for viewing on the city's website and Facebook page after the open house is held.
3. Police Officer Lori Depauw/ Deputy Chief Don Gasparini Jr Mayor Jury announced that a long time Loves Park Police Officer Lori Depauw passed away on Saturday and Winnebago County Deputy Chief Don Gasparini Jr. passed away on Sunday. Mayor Jury expressed his sympathy and sent thoughts and prayers to their families.
4. Deputy Chief McCammond Deputy Chief Mike McCammond spoke about Officer Lori Depauw and Deputy Chief Don Gasparini Jr. and he shared their history with city council.
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated October 5, 2020 in the amount of \$140,820.14, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
6. General Fund Bills Alderman Jacobson presented the General Fund bills dated October 5, 2020 in the amount of \$155,514.90, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
7. Public Safety Report Alderman Allton presented the Police Department Report dated October 12, 2020, to be placed on file.

8. Public Works Report Alderman Schlensker presented the Street Department Report dated October 12, 2020; presented the Water Department Report dated October 12, 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 October 12, 2020 in the amount of \$398,600.60, for consideration at next week's city council meeting; presented the minutes from the committee meeting held October 5, 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 October 12, 2020 in the amount of \$56,136.36; for consideration at next week's city council meeting.
11. Codes & Regulations Alderman Peterson of the Codes and Regulations Committee announced that a committee meeting will be held Monday, October 19, 2020, following city council.
12. LaMeyer's Auto Service Redevelopment Agreement Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with LaMeyer's Auto Service, Inc., ("Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) **RESOLUTION NO. 20-059**
13. ORD 4364-20 Variance For 912 Theodore Street Alderman Jacobson presented for second reading an ordinance providing for a Variance to allow for an accessory structure for the property known as 912 Theodore Street, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) **ORDINANCE NO. 4364-20**
14. ORD 4365-20 ZMA For 61XX Commonwealth Drive Alderman Frykman presented for second reading an ordinance providing for a Zoning Map Amendment from the CO to the R1 Zoning District for the property known as 61XX Commonwealth Drive, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) **ORDINANCE NO. 4365-20**
15. ORD 4366-20 Disposal Of Fire Equipment Alderman Jacobson presented for second reading an ordinance authorizing the Fire Chief to dispose of certain obsolete fire equipment to salvage, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) **ORDINANCE NO. 4366-20**
16. ORD 4367-20 Aldermen Salaries Alderman Jacobson presented for second reading an ordinance establishing Salaries for the Aldermen of the City of Loves Park, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. *Discussion: Alderman Little commented that he does not support increasing the aldermen's salary or other officer's salaries at this time.* 8 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 2 Nays (Aldermen Pruitt, Little) **ORDINANCE NO. 4367-20**
17. ORD 4368-20 Mayor's Salary Alderman Jacobson presented for second reading an ordinance establishing the Salary for the Mayor of Loves Park, and moved for passage of the ordinance. Second by Alderman Schlensker. Motion carried. 8 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 2 Nays (Aldermen Pruitt, Little) **ORDINANCE NO. 4368-20**

18. ORD 4369-20 Alderman Jacobson presented for second reading an ordinance establishing the Salary for the City Treasurer of Loves Park, and moved for passage of the ordinance. Second by Alderman Schlensker. Motion carried. 8 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 2 Nays (Aldermen Pruitt, Little)

**ORDINANCE NO. 4369-20**

19. ORD 4370-20 Alderman Jacobson presented for second reading an ordinance establishing the Salary for the City Clerk of Loves Park, and moved for passage of the ordinance. Second by Alderman Schlensker. *Discussion: Alderman Little commented that he does not support increasing the salaries of elected officials as the city is currently experiencing declining revenue and with the state of the economy, the increases are out of line.* Motion carried. 7 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Puckett) 2 Nays (Aldermen Pruitt, Little) 1 Abstain (Alderman Jacobson)

**ORDINANCE NO. 4370-20**

20. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:17 p.m.

**APPROVED:**

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**Robert J. Burden, City Clerk**

**COMMITTEE MEETINGS:**

Codes & Regulations: Monday, October 19, 2020  
Following Council Meeting

**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.



GREGORY R. JURY, MAYOR - ROBERT J. BURDEN, CITY CLERK - JOHN C. DANIELSON, CITY TREASURER

## PROCLAMATION

**WHEREAS**, Rotary is a global network of neighbors, friends, leaders and problem-solvers who unite and take action to create lasting change in communities across the world, which make them part of over 1.2 million Rotary members globally that sponsor projects to address such critical issues as poverty, disease, hunger, illiteracy and the environment; and

**WHEREAS**, Rotary in 1985 launched PolioPlus, and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, to immunize the children of the world against polio; and

**WHEREAS**, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

**WHEREAS**, to date, Rotary has contributed more than \$2.1 billion and countless volunteer hours to protecting more than 2.5 billion children in 122 countries, and has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and

**WHEREAS**, Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

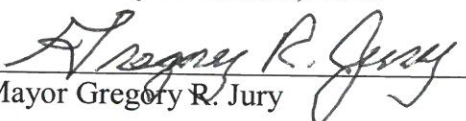
**WHEREAS**, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and education materials for health workers and parents.

**NOW, THEREFORE**, I, Gregory R. Jury, as Mayor of the City of Loves Park, do hereby proclaim Saturday, October 24, 2020 to be:

### “WORLD POLIO DAY”

in the City of Loves Park, and encourage all citizens to join with Rotary International in the fight for a polio-free world.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Loves Park to be affixed this 19<sup>th</sup> day of October, 2020.

  
Mayor Gregory R. Jury

Attest: Robert J. Burden, City Clerk





# **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: 10/19/2020

Subject: Police Activity Report

Police activity report for the week of 10/04/2020 through 10/10/2020

Calls for Service 493

Total Number of Arrests 107

Accidents 7

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: David Jacobson  
Public Works Foreman

Week of October 12 2020 thru October 19 2020

**Previous week's activity:**

1. Finished pouring sidewalks in Pebble Creek
2. Finished dirt work for sidewalk replacement in Pebble Creek
3. Worked on equipment in the shop.
4. Fixed catch basin on Gold Finch Cir
5. Helped Water Dept with a main break on N2nd St

**Proposed work:**

1. Start cleaning the drainage ditch
2. Continue working on equipment in the shop.
3. Mow grass.
4. Service street sweeper for fall clean up

# Loves Park Water Department

## Weekly Activity Report

Submitted by: Craig McDonald  
Department Manager

Date: **10/7/20-10/14/20**

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. Finished flushing hydrants for ISO compliance
3. Continued repairing hydrants from ISO compliance flushing
4. Monitor water main project on Mulford Rd and Broadcast Pkwy
5. Repaired main break at 6815 Lanterne Dr.
6. Repaired main break 110 East Riverside Blvd.

Work anticipated for this week:

1. Routine work
2. Continue flushing remaining hydrants for ISO compliance
3. Finish hydrant repairs from ISO flushing
4. Monitor water main project on Mulford Rd and Broadcast Pkwy
5. Prepare all facilities for cold weather

**MONTHLY BUILDING REPORT LOVES PARK  
SEPTEMBER 2020 SUMMARY**

		VALUATION
COMMERCIAL/ASSEMBLY NEW CONSTRUCTION*	1 UNITS	\$0.00
RESIDENTIAL NEW CONSTRUCTION	2 UNITS	\$248,448.00
OTHERS (Remodels, Additions, Accessory Structures, Roofs, Siding etc. <u><i>This total is building permits only</i></u> )	80	\$1,257,965.00
<i>Valuation Grand Total</i>		<b><i>\$1,506,413.00</i></b>
TOTAL PERMITS ISSUED (ALL TRADES)	<b><i>138</i></b>	
PERMIT FEES COLLECTED	<b><i>\$16,406.00</i></b>	

**MONTHLY FEES COLLECTED- MACHESNEY PARK  
SEPTEMBER 2020 SUMMARY**

PERMIT FEES	\$7,187.28
INSPECTION FEES	\$0.00
TOTAL	<b><i>\$7,187.28</i></b>

<b>SEPTEMBER 2020 RESIDENTIAL/NEW CONSTRUCTION</b>			
<b>ADDRESS</b>	<b>STREET NAME</b>	<b>BUILDING EST VALUE (\$)</b>	<b>BLDG PERMIT APPL DATE</b>
<b>TOTAL COMMERCIAL/ASSEMBLY</b>		<b>\$0.00</b>	<b>0</b>
1015	BENBROOK DRIVE	\$126,156.00	01-Sep-20
5304	NASHUA DRIVE	\$122,292.00	24-Sep-20
<b>TOTAL RESIDENTIAL</b>		<b>\$248,448.00</b>	<b>2</b>

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, OCTOBER 19, 2020 – 5:40 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES**
4. **ITEMS FOR CONSIDERATION**
  - A. Ordinance fixing and approving wages, salaries, fees or compensation for city employees.
  - B. Resolution authorizing the Mayor to hire Calvin Urbanowitz as part-time Plumbing/HVAC Inspector.
5. **LIST OF BILLS**
6. **GENERAL DISCUSSION/PUBLIC COMMENT**
7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES

DATE OF MEETING: October 12, 2020

CALLED TO ORDER: 5:40 P.M.

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

ALSO PRESENT: Mayor Jury, Attorney Galluzzo, Aldermen A. Marie Holmes, (electronically), Robert Schlensker, Doug Allton (electronically), Clint Little, Treasurer John Danielson, Clerk Bob Burden, Deputy Chief McCammond, Chief Wiltfang

MINUTES APPROVAL: October 5, 2020

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

ITEMS FOR CONSIDERATION

1. Resolution authorizing the city to enter into a redevelopment agreement with LaMeyer's Auto Service Inc.

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

2. List of Bills: No questions or concerns.
3. General Discussion
4. Adjournment.

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

Adjournment: 5:48 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES  
PARK AGENDA  
CODES & REGULATIONS  
COMMITTEE October 19,  
2020 6:15 P.M. CONFERENCE  
ROOM B**

1. **CALL TO ORDER**
  
2. **ROLL CALL**
  
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD July 6th.**
  
4. **ITEMS FOR CONSIDERATION**
  - a. Text amendment to Chapter 22 of the Code of Ordinances, deletion of Article VII.
  
5. **PUBLIC COMMENT**
  
6. **GENERAL DISCUSSION**
  
7. **ADJOURN**

# City of Loves Park

## Codes & Regulations Committee

### July 6, 2020 Minutes

- I. Call to Order – the meeting was called to order by Alderman Peterson, Chairman at 6:14 PM.

Committee Members Present – Alderman Little, Alderman Warden. Alderman Puckett. Also in Attendance – Nathan Bruck, Fengzhen Shi, Jason Yang

- II. The minutes of the May 26, 2020 meeting were approved upon a motion by Alderman Little. Second by Alderman Warden. Vote 4 – 0 to approve.

- III. Items For Consideration

- A. A Class R-1 liquor license request for 6566 E. Riverside Blvd.

**Motion by Alderman Puckett to approve. Second by Alderman Little. Vote 4 – 0 to approve.**

- IV. General Discussion – Alderman Little asked about the renaming of “I Need A Bottle”. Nate noted it had been changed to “VIP Convenience”.
- V. Public Comment – None
- VI. Adjournment – the meeting was adjourned at 6:23 PM upon motions by Alderman Little and Alderman Puckett. Vote 4 – 0 in favor.

Respectfully submitted by:  
Mark Peterson  
Committee Chairman



**TEXT AMENDMENT FOR CONSIDERATION BY CODES  
& REGULATIONS COMMITTEE  
10/19/2020**

ORDINANCE NO.

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

AN ORDINANCE DELETING **CHAPTER 22, ARTICLE VII, ADULT-USE CANNABIS  
BUSINESS ESTABLISHMENTS PROHIBITED**, OF THE CODE OF ORDINANCES OF  
THE CITY OF LOVES PARK

WHEREAS, the City desires to delete certain portions of Chapter 22 –  
Adult-use Cannabis Business Establishments Prohibited, and

WHEREAS, a public hearing before the Zoning Board of Appeals was held  
thereon after due notice in the manner provided by law which made certain adult-use  
cannabis establishments permitted in certain zoning districts, and

WHEREAS, said City Council has voted to approve such adult-use  
cannabis establishments as permitted in certain zoning districts, and

WHEREAS, the aforementioned action by the City Council has made  
portions of Chapter 22 – Adult-Use Cannabis Business Establishments Prohibited  
invalid and in conflict, and

WHEREAS, the City of Loves Park is authorized and empowered by the  
Statute to adopt and enforce the provisions of this ordinance.

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

Delete **Chapter 22, Article VII, Adult-Use Cannabis Business  
Establishments Prohibited** in its entirety:

All other provisions of Chapter 22 of the City of Loves Park Code of Ordinances shall  
remain in effect as previously published.

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

A P P R O V E D :

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MAYOR

A T T E S T :

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CITY CLERK

PASSED:

APPROVED:

PUBLISHED:



**CITY OF LOVES PARK  
AGENDA  
PUBLIC WORKS COMMITTEE  
October 19, 2020  
5:15 P.M.  
Loves Park City Council Chambers**

- I. Approval of Minutes
  - A. Approval of Minutes from the October 5, 2020 meeting.
- II. Resolutions & Ordinances
  - A. Resolution authorizing vehicle lease agreement, to lease three trucks, to Rock River Disposal, for annual leaf vacuuming
  - B. Resolution authorizing vehicle lease agreement, to lease leaf vacuum trailer, from RRD Holding Company, for annual leaf vacuuming
  - C. Resolution authorizing the Community Development & Public Works Director to seek funding through an ITEP grant application for the North Second Street Streetscape Improvement Project
  - D. Consideration of a variance for a residential driveway approach width from allowable 23 feet to a requested 30 feet at 5855 Windy Knoll Drive.
- III. Project Updates/Directors Report:
  - A. Public Open House for North Second Street Streetscape Improvement – ITEP Grant
- IV. General Discussion/Public Comment

*Public Comments will be taken upon registration with City Clerk's Office prior to meeting. Please contact Loves Park City Clerk's Office at 815-654-5034 to participate in the Public Comment.*

V. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: October 5, 2020

CALLED TO ORDER: 5:15 P.M.

MEMBERS PRESENT: Ald. Holmes (zoom), Ald. Jacobson, Ald. Pruitt and Ald. Schlensker (zoom)

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Frykman, Ald. Little, Ald. Frykman (zoom), Ald. Peterson and Ald. Warden

APPROVAL OF MINUTES: August 24, 2020  
Ald. Pruitt moved to approve said motion. Ald. Schlensker seconded said motion.  
Motion carried 4 ayes – 0 nays

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

1. A Resolution was decided authorizing the Mayor to sign an agreement with Cross Creek Condominium to plow and salt private streets within Cross Creek Subdivision.  
Ald. Pruitt moved to approve said motion. Ald. Schlensker seconded said motion.  
Motion carried 4 ayes – 0 nays
2. A Resolution was decided authorizing the Street Department Manager to hire part-time personnel for the purpose of snow removal on public streets.  
Ald. Pruitt moved to approve said motion. Ald. Schlensker seconded said motion.  
Motion carried 4 ayes – 0 nays
3. Steve Thompson updated the committee on Build Illinois Watermain Grant, N. Second Street ITEP and Drainage Improvement Plan

Alderman Jacobson moved for adjournment at 5:28 p.m.; seconded by Alderman Holmes  
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE



**AGENDA**  
**LOVES PARK ZONING BOARD OF APPEALS**  
**October 22, 2020**  
**CITY COUNCIL CHAMBERS**  
**100 HEART BOULEVARD**  
**5:30 PM**

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **October 15, 2020** meeting
3. Report from the Zoning Office - None
4. Unfinished business – None
5. New business –
  - A. TEXT AMENDMENT (S) –**  
CHAPTER 102, ARTICLE I, IN GENERAL, SECTION 102-9, DEFINITIONS  
CHAPTER 102 ARTICLE III, DIVISION 3 – COMMERCIAL, SECTION 102-174  
CHAPTER 102 ARTICLE III, DIVISION 4 – INDUSTRIAL. SECTION 102-188
6. Public participation & comment –

*Anyone who wishes to speak regarding a petition shall contact the Zoning Officer 24 hours preceding the scheduled meeting.*
7. General discussion
8. Adjournment

Andrew Quintanilla  
Zoning Officer

# City of Loves Park

## Department of Public Works

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

**Date: October 19, 2020**

**Resolved by the adoption of this resolution,** the Mayor is authorized to enter into a vehicle lease agreement with Rock River Disposal Services, Inc. for the rental of one 2008 International w/5 yard dump box and one 1999 International w/5 yard dump box and one 2002 International w/5 yard dump box for the purpose of leaf removal under the current contract per the attached.

Be it further resolved, that the lease cost would be \$700.00 per week per vehicle until the leaf pickup is concluded.

Also, be it further resolved, that the lease shall not be considered in full force and effect until all proper insurance certificates are complete and in place as delineated within said executed lease.

\_\_\_\_\_  
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:

## VEHICLE LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease"), is made and entered into this 19<sup>th</sup> day of October 2020, by and between, the City of Loves Park, County of Winnebago, Illinois, an Illinois municipal corporation ("City"), and Rock River Disposal Services, Inc., an Illinois corporation ("Rock River Disposal") (collectively referred to as "Parties").

1. **Conditions of Lease.** The Parties hereby acknowledge that this Lease is entered into as a condition of Rock River Disposal's agreement to enter into the "Agreement to Provide Service to the City of Loves Park for Residential Refuse, Recycling and Yard Waste Collection" dated of even date herewith ("Refuse Contract") and that but for this Lease allowing Rock River Disposal to utilize the Vehicles (as defined herein) outside of the Loves Park municipal limits, Rock River Disposal would not have agreed to enter into the Refuse Contract with the City on terms stated therein.
2. **Lease of Vehicles.** The City hereby to the Rock River Disposal and Rock River Disposal hereby leases from the City, those vehicles set forth in Exhibit A, attached hereto and made a part hereof, (Individually, a "Vehicle" and collectively, the "Vehicles"), upon those conditions and covenants set forth herein.
3. **Term.** The term of this lease shall commence at 12:01 a.m. on October 19, 2020 and terminated as of 11:59 p.m. December 18, 2020 ("Term"). During the Term of this Lease, Rock River Disposal may utilize the Vehicle as needed on a weekly basis ("Weekly Rental Period"). For purposes of this Agreement, a week shall be measured from Sunday during the Term through the following Saturday ("Week"). The Parties acknowledge that this term is intended to provide a reasonable estimate of the service dates for leaf vacuuming, collection and transportation in the fall season of 2020 and that the actual service dates may vary as a result of weather and other factors. If weather conditions warrant, the Parties, by mutual agreement and in writing, may commence service at an earlier or later date or continue service for a longer term and any such modification shall alter the Term of this Lease.
4. **Rental Charges.** Rock River Disposal shall pay the City \$700.00 Per Vehicle ("Rent") for each Weekly Rental Period during which the Vehicle(s) is utilized by Rock River Disposal during the Term of this Lease. The parties acknowledge the Rent shall not be due for any Week in which Rock River Disposal does not utilize any Vehicle. However, Rent shall not be prorated in the event Rock River Disposal uses the Vehicle(s) for less than a full Week during any Weekly Rental Period.
5. **Use and Surrender of the Vehicles.** The Vehicles shall be used by Rock River Disposal to tow leaf vacuum collection equipment for the purpose of collecting and transporting leaves within the municipal limits of the City of Loves Park, Illinois and the Village of Machesney Park, Illinois. Any use of the Vehicles outside of these specified limits shall require the prior written consent of the City. Rock River Disposal agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles and further agrees to comply with, and cause its drivers to comply with, all applicable laws, statues, rules regulations and ordinances and previsions of all insurances policies affecting or covering the Vehicles free of all liens, charges and/or encumbrances. At the end of each Weekly Rental Period (or at such time as the parties may agree) or earlier termination of this Lease, Rock River Disposal, at its sole risk and expense, agrees to return the Vehicles to the City at such place and by such reasonable means as may be designated by City, in the same repair, condition and working order as existed at the commencement of the Lease Term, reasonable wear and tear resulting from proper use excepted. If any Vehicle is not returned in the



required condition, Rock River Disposal agrees to pay the City, at the City's option, either (i) the estimated cost to restore such Vehicle to such condition; or(ii) the actual cost of restoration, if the Vehicle is restored. If for any reason Rock River Disposal fails to return any Vehicle to the City as and when required in accordance with this Section, Rock River Disposal agrees to pay the City additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by the City does not limit the City's remedies with respect to Rock River Disposal's failure to return any Vehicle as required hereunder.

6. **Relationship of the Parties.** The Parties acknowledge and agree that no employer-agent is hereby created by Rock River Disposal's use of the City's Vehicles for the intended purpose set forth in Section 5 of this Lease. The City, its officers, trustees, agents or employees shall not be liable to Rock River Disposal for any expenses paid or incurred by Rock River Disposal, its employees, agent or representative for any kind of personal injury, death or property damage occurring in connection with or in incident to, or arising out of occupancy, use, service, operation of the Vehicles under the terms of this Lease including but not limited to, worker's compensation claims by Rock River Disposal's employees.
7. **Cost, Expenses, Fees and Charges.** Rock River Disposal agrees to pay all cost, expenses and/or incurred in connection with its use or operation of the Vehicles during the Term, including but not limited to, fuel costs.
8. **Maintenance.** During the term of this Lease, Rock River Disposal agrees, at its sole expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions, warranty requirements and legal requirements; and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles.
9. **Alterations.** Rock River Disposal shall not make any alterations, additions, replacements or improvements to any Vehicle without the City's prior written consent, and any permitted alteration or attachment that cannot be readily removed without damaging the Vehicle's originally intended function or value shall become part of the Vehicle and remain the property of the City following termination of this Lease.
10. **Limited of Warranties.**

THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISK ARE TO BE BORNE BY ROCK RIVER DISPOSAL. THE VEHICLES ARE LEASED "AS IS," AND "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by the City to Rock River Disposal to the extent permitted by law for the applicable Term and Rock River Disposal's only remedy for the breach of such assigned warranties, if any, shall be against the supplier, vendor or manufacturer of the Vehicle.

Neither the City nor any other agent of the City will be liable to Rock River Disposal for any liability, claim, loss, incidental or consequential damages caused by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business by Rock River Disposal.

11. **Risk of Loss; Damage; Destruction.** Rock River Disposal assumes and agrees to bear the entire risk loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence") during the Term. In the event of a Casualty Occurrence to a Vehicle, Rock River Disposal shall give the City prompt notice of the Casualty Occurrence and thereafter will return the applicable Vehicle to good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by the City to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Rock River Disposal agrees to pay the City no later than the due date of the next rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by the City in good faith, of the Totaled Vehicle immediately prior to Casualty Occurrence. Upon such payment, this Lease will terminate only with respect to such Totaled Vehicle.
12. **Hold Harmless and Indemnification.** Rock River Disposal shall hold harmless, defend, and indemnify the City, its officers, executives, and employees in connection with any and all losses, claims, or suits by or on behalf of third parties, including employees of Rock River Disposal, for bodily injury, property damage, or personal and/or advertising injury, arising out of or in any way connected with Rock River Disposal's use of Vehicles or arising while the Vehicles are in the care, custody and/or control of Rock River Disposal. Rock River Disposal's obligation shall include losses, claims, or suits in which it is alleged, or in which the facts establish, that the city was solely negligent, but shall also include losses, claims, or suits in which it is alleged, or in which the facts established, that the City was negligent in combination with other negligent persons or organizations, including but not limited to Rock River Disposal. Rock River Disposal's obligation shall exist without regard to whether Rock River Disposal, or its officers, executives or employees were, or are alleged to have been, negligent, and Rock River Disposal's obligation shall not be excused or diminished by establishing the Rock River Disposal or its officers, executives or employees were not negligent. In the event that any statute or common law rule renders the indemnity obligation in this article void or in enforceable on its face, or as applied to any given losses, claims, or suits, then that obligation shall be deemed to be amended to the minimum extent necessary to comply with, and to be enforceable under, any such statute or common law rule, but in any event, Rock River Disposal's obligation shall be deemed to extend as far as the law allows it.

Nothing in this paragraph shall be deemed to limit or modify Rock River disposal's indemnity obligation in such a way as to fall outside the Insurance Services Office ("ISO") Commercial General Liability ("COL") policy's definition of "insured contract", and the obligations in this paragraph shall be construed as requiring Rock River Disposal to assume the City's tort liability to third parties, as provided in the ISO CGL POLICY'S DEFINITION OF "INSURED CONTRACT." This paragraph shall be construed in a neutral manner. This paragraph shall not be construed against the City, and shall not be construed according to the "Westinghouse" rule of strict construction of indemnity clauses.

13. **Insurance.** Rock River Disposal shall maintain and keep in effect throughout the term of this Lease, CGL and auto liability insurance on the Vehicles, with companies authorized to write insurance in Illinois, and with Best ratings of at least A, in minimum limits of \$1,000,000 per occurrence, and \$5,000,000 aggregate. Said policy(s) shall include the "ISO CG 00 01" form then currently in use in the insurance industry, or an equivalent form furnishing coverage at least as broad as the "ISO CG 00 01" form, and shall be endorse to make, by name or description, the City an additional insured

on such policy(s) for both ongoing operations and completed operations losses. Said additional insured coverage shall provide for a full defense and indemnity for the City in connection with any and all losses, claims, or suites by or on behalf of third parties, including employees of Rock River Disposal, for bodily injury, property damage, or personal and/or advertising injury, arising out of or in any way connected with Rock River Disposal's use of the Vehicles under this Lease or arising while the Vehicles are in the care, custody and/or control of Rock River Disposal.

Rock River Disposal shall also maintain and keep in effect, throughout the Term, commercial excess insurance with companies authorized to write insurance in Illinois, and with Best ratings of at least A, with limits of at least \$1,000,000 per occurrence, which follows the form of Rock River Disposal's CGL insurance, and which provides that any person or organization that is an insured on underlying primary insurance is also an insured on the commercial excess policy under the same terms and conditions. Additionally, the Rock River Disposal's CGL and excess policies (or endorsement(s) as the case may be) shall specifically provide that the additional insured coverage required by this paragraph shall be sole primary, and that neither the City nor its own insurer, nor any shared risk pool or equivalent organization to which it belongs (including but not limited to the Illinois Municipal League Risk Management Association), shall be called upon to contribute any defense costs or settlement or judgment costs, until Rock River Disposal's primary and excess policies have been fully exhausted and its insurers' or insurer's duty to defend municipality has terminated. The obligations under this paragraph are in addition to, and not in substitution for, Rock River Disposal's obligations under the indemnity paragraph of this contract.

The City shall be furnished with thirty (30) days' notice prior to any cancellation or material change in the policy(s) required under this Lease. Rock River Disposal shall provide the City with an original copy of the Certificate of Insurance for the policy(s) required under this Lease. The City should be clearly identified as an additional insured in the policy(s) and any endorsements.

Notwithstanding the foregoing, the City does not represent or warrant that the coverage and limits of insurance as required herein will be adequate to protect Rock River Disposal in the event of an incident. The Parties agree that the coverage requirements set forth herein shall not be a limitation on Rock River Disposal's liability under the indemnity provisions of this Lease.

14. **Default; Remedies.** The following shall constitute events of default ("Events of Default") by Rock River Disposal under this Lease:

- a. If Rock River Disposal fails to pay when due any rent or other amount due under this Lease;
- b. If Rock River Disposal fails to perform, keep or observe other term, provision or covenant contained in this Lease;
- c. Any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by City); or
- d. The occurrence of a material adverse change in the financial condition or business of Rock River Disposal.

Upon the occurrence of any Event of Default, the City shall provide written notice allowing Rock River Disposal not less than five (5) days to cure the default ("Cure Period"). If the default cannot

reasonable be cured within the Cure Period, the City may extend the Cure Period for a specified period of time ("Extended Cure Period"), provided that Rock River Disposal agrees to diligently and in good faith continue to cure the default. If the default is not cured within the Extended Cure Period, the City may, at its option terminate this Lease upon expiration of the Extended Cure Period and exercise its remedies under applicable law.

15. **Assignment.** Without City's prior written consent, Rock River Disposal may not assign, sublease, transfer or pledge this Lease or any Vehicle and/or any or all its rights and obligations under this Lease or any Vehicle to any person or entity.
16. **Notices.** All notices given under this Lease shall be made in writing and mailed to the other party at the following address:

If to: City of Loves Park, Illinois  
Attn: Mayor Gregory R. Jury  
Loves Park City Hall  
100 Heart Blvd.  
Loves Park, Illinois 61111

If to: Rock River Disposal Services, Inc.  
Attn: General Manager  
5450 Wansford Way #201  
Rockford, Illinois 61109

17. **Amendments.** This Lease contains the entire understanding of the parties. This Lease may only be amended or modified by an instrument in writing executed by both parties.
18. **Governing Law.** This Lease shall be governed by the provisions hereof and by the laws of the State of Illinois. Any disagreements about the Lease shall be settled in court of competent jurisdiction in Winnebago County, Illinois.
19. **Severability.** Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
20. **Waiver.** The waiver by City of any breach by Rock River Disposal of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.
21. **Drafter Bias.** The Parties to this Lease acknowledge and agree that the terms of this Agreement are the result of negotiations between the Parties, both of whom are represented by independent counsel and that this Lease is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

(SIGNATURE PAGE TO FOLLOW)

**IN WITNESS WHEREOF**, the City and Rock River Disposal have duly executed this Lease as of the day and year first written.

**ROCK RIVER DISPOSAL SERVICES, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**CITY OF LOVES PARK, ILLINOIS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF VEHICLES**

1. 2008 International Truck with 5 yard dump box.
2. 1999 International Truck with 5 yard dump box.
3. 2002 International Truck with 5 yard dump box.

# City of Loves Park

## Department of Public Works

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

Date: October 19, 2020

**Resolved by the adoption of this resolution**, the Mayor is authorized to enter into a vehicle lease agreement with RRD Holding Company, an Illinois Corporation (Rock River Disposal) to lease a Tow Leaf Vacuum, DINKMARK, Trailer, for the purpose of leaf removal.

Be it further resolved, that the lease cost will be \$1.00 per month, until the leaf pickup is concluded.

Also, be it further resolved, that the lease shall not be considered in full force and effect until all proper insurance certificates are complete and in place as delineated within said executed lease.

\_\_\_\_\_  
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:



## EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of October, 2020 by and between RRD HOLDING COMPANY, an Illinois corporation, hereinafter called the "Lessor", and THE CITY OF LOVES PARK, ILLINOIS, an Illinois municipal corporation, hereinafter called the "Lessee".

For and in consideration of the covenants and agreements to be kept and performed by the Lessee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to the Lessee the following personal property, hereinafter termed "Equipment":

Description of Rental Property ( <i>Make, Model, Serial Number</i> )	<i>Stipulated Insurable Value</i>	<i>Rental Rate ("Rate")</i>
Tow Leaf Vacuum, DINKMAR Trailer, 1P9PS30267G540017	\$80,000.00	\$1.00 per month

1. Lessee hereby rents from Lessor the Equipment for the term (the "Term") commencing October 19, 2020 and ending on December 4, 2020 at the above rate (the "Rate"). Lessee shall, upon expiration or earlier termination of this Agreement, return the Equipment to the Lessor's business location in Illinois in substantially the same condition as it was in at the time of delivery to Lessee, normal wear and tear excepted.

2. Lessee hereby acknowledges that it has inspected the Equipment and acknowledges it to be in good condition and repair. **LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS BEING LEASED IN "AS IS, WHERE IS" CONDITION. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF. LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT, NOR THE AGENT OF THE MANUFACTURER, AND GIVES NO WARRANTY AGAINST PATENT OR LATENT DEFECTS IN MATERIAL OR WORKMANSHIP OR CAPACITY OF THE EQUIPMENT. LESSEE ACCORDINGLY AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR BASED THEREON. LESSEE FURTHER AGREES, REGARDLESS OF CAUSE, NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS, INCIDENTAL DAMAGES OR CONSEQUENTIAL DAMAGES.**

3. Lessee shall maintain the Equipment in good repair at all times during the Term, and shall keep the Equipment free and clear of liens, claims and encumbrances of whatsoever kind. If the Equipment should be destroyed or rendered unfit for service, Lessee shall thereupon pay the Lessor the full stipulated insurable value. Lessee shall keep and furnish to Lessor all reports required to be prepared and forms required to be filed by any federal, state or local governmental agency and shall comply with all obligations imposed on it as an operator/lessee of the Equipment (including assurances of financial responsibility).

4. Lessee shall at its sole cost and expense maintain, at all times during the Term, auto and broad form commercial general liability and property damage insurance with insurers and coverages satisfactory to Lessor. The coverage limits of the insurance will be not less than \$2,000,000 per occurrence and in the aggregate for claims for bodily injury and property damage, and not less than the Stipulated Insurable Value of the Equipment rented for loss or damage to the Equipment. Lessor shall be



named an additional insured on the auto and general liability insurance and Loss Payee on the property damage insurance. Lessee must also provide All Risk or Special Form coverage. Lessee shall carry workers' compensation insurance in compliance with all applicable laws. Lessee will provide Lessor with a certificate of insurance with respect to all such insurance prior to delivery of the Equipment and, upon Lessor's request, copies of insurance policies required to be maintained. Lessee hereby waives any right of recovery any of its insurers may have against Lessor for any claim arising out of Lessee's use of the Equipment.

5. Lessor reserves the right to enter upon Lessee's premises and repossess the Equipment if in the opinion of Lessor, the Equipment is being improperly operated, wrongly applied, abused or that the daily preventative maintenance is not being satisfactorily performed by the Lessee. Lessor shall have the right, but not the duty, to inspect the Equipment at any time during normal business hours.

6. Lessee acknowledges that it has care, custody, control and management of the Equipment owned by Lessor and hereby accepts full responsibility for the Equipment and its proper use. Lessor shall not be liable to Lessee for and Lessee shall indemnify and save harmless Lessor and Lessor's affiliates from and against any and all liability, loss, damage, expense, causes of action, suits, claims, fines, penalties, or judgments arising from or caused directly or indirectly by: (A) Lessee's failure to promptly perform any of its obligations under this Lease, or (B) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the Equipment or its location or condition, or (C) inadequacy of the Equipment, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business. Lessee shall, at its own cost and expense, defend (with counsel acceptable to Lessor) any and all suits which may be brought against Lessor, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action or actions. This obligation shall survive the expiration or termination of this Agreement.

7. Lessee agrees that Lessor shall not be liable to Lessee, and Lessee hereby releases Lessor from liability for any personal injury or damage to or loss of personal property arising out of or in any way connected with Lessee's possession, operation, maintenance or transportation of the Equipment. Lessee waives any defense, counterclaim or right of offset it may have as against Lessor arising by reason of any alleged defect in the Equipment.

8. Lessee hereby assumes, and shall bear, the entire risk of loss and damage to the Equipment from any and every cause whatsoever while under the care, custody, control and management of Lessee. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect. If the Equipment or any part thereof is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall pay Lessor therefore in cash an amount equal to the replacement value of such Equipment as of the date of loss ("Loss Value"). Upon such payment, this Agreement shall terminate with respect to such item of Equipment.

9. This Agreement shall not to be construed as a sale or a conditional sale contract.

10. The Equipment shall not be used in violation of any federal, state or municipal statute, ordinance or regulation, and shall be used only in connection with Lessee's business. Lessee shall keep the Equipment, during the Term, in Lessee's custody and the location specified herein, and not to remove and/or sublease or re-rent same without the Lessor's consent in writing first obtained.

11. Either party may terminate this Agreement at any time for any reason or for no reason.

12. Lessee shall not make any changes or modifications to the Equipment. Lessee shall pay or reimburse Lessor, on return of the Equipment to Lessor, for all charges incidental to all breakages, shortages or damage, other than ordinary wear to the Equipment, during the term hereof.

13. Lessee shall immediately report to Lessor any material damage or accident involving bodily injury or property damage.

14. Time is of the essence of this Agreement and all of its provisions.


15. In the event that at any time during the Term either Lessor or Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease or any default of this Lease, then the unsuccessful party shall reimburse the successful party for reasonable attorneys' fees and expenses incurred to enforce this Lease.

16. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior written and oral agreement that may have existed between the parties hereto pertaining to the lease of the Equipment. The Agreement may not be modified or amended in any way except by the written agreement of the parties. All notices and consents required to be given or obtained hereunder shall be in writing, addressed to the party at the address first hereinabove written. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding conflict of law rules.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first written above by its duly authorized representative.

**RRD HOLDING COMPANY:**

By:   
Name: Adam Gooderham  
Title: Division Vice President  
Date: 10-15-20

**CITY OF LOVES PARK:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Loves Park**  
**Department of Public Works**

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

Date: **October 19, 2020**

**Resolved by the adoption of this Resolution**, the Director of Community Development & Public Works is hereby granted approval to seek funding through a grant application to the Illinois Transportation Enhancement Program(ITEP) for the North Second Street (IL251) Streetscape Improvement Project.

\_\_\_\_\_  
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:

**City of Loves Park**  
**Department of Community Development**

**By Alderman Jacobson**

**Resolution No.** \_\_\_\_\_

**Date: October 19, 2020**

**Resolved by the adoption of this resolution,** the Mayor is authorized to hire Calvin Urbanowitz as a part-time employee in the position of Plumbing/HVAC Inspector effective October 20, 2020. The hourly rate of pay shall be \$24.40 per hour.

\_\_\_\_\_  
Gregory Jury – Mayor

\_\_\_\_\_  
John Jacobson - Chairman

\_\_\_\_\_  
John Pruitt - Alderman

\_\_\_\_\_  
Charles Frykman – Alderman

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

\_\_\_\_\_  
Mark Peterson – Alderman

Motion:

Second:

Voting:

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, 2020, and ending on the 30<sup>th</sup> day of April, 2021, 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 2080 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 2020-2021.

## 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 of 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, 2021 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, Deputy Police Chief, Public Works/Community Development Director, Facilities 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**

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. 2080 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 2021 each eligible full time employee who has been actively employed not less than 1,500 hours in the fiscal year ending April 30, 2021, shall receive longevity pay for the fiscal year May 1, 2020 to April 30, 2021; 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 2020-2021 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 2020-2021. 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 2021.

**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 – 5/1/20-4/30/21 (40 hours per week)**

**PUBLIC WORKS AND DEVELOPMENT DEPARTMENTS**

Sowers	Jerry	\$88,250.00	**	Facilities Manager 05/1/20-10/31/20
Sowers	Jerry	\$90,898.00	**	Effective 11/01/20-04/30/21
Quintanilla	Andrew	\$46,350.00		Zoning Officer 05/01/20-10/31/20
Quintanilla	Andrew	\$47,741.00		Effective 11/01/20-04/30/21
Terre	Juan	\$51,350.00		Code Enforcement Officer 5/1/20-10/31/20
Terre	Juan	\$52,891.00		Effective 11/01/20-04/30/21
Bruck	Nathan	\$77,250.00	**	EconDevelop/Planning Mgr.5/1/20-10/31/20
Bruck	Nathan	\$79,568.00		Effective 11/01/20-04/30/21
Thompson	Steven	\$92,700.00	**	PW/CommDevelopDirector 5/1/20-10/31/20
Thompson	Steven	\$95,481.00		Effective 11/01/20-04/30/21
Dmochowski	Scott	\$67,180.00		Building Inspector 05/01/20-10/31/20
Dmochowski	Scott	\$69,196.00		Effective 11/01/20-04/30/21
Fay	Lori	\$67,180.00		Electrical Inspector 05/01/20-10/31/20
Fay	Lori	\$69,196.00		Effective 11/01/20-04/30/21
Messinger	Shannon	\$82,400.00	**	Street Dept. Manager 05/01/20-10/31/20
Messinger	Shannon	\$84,872.00		Effective 11/01/20-04/30/21
McDonald	Craig	\$86,520.00	**	Water Dept. Manager 05/01/20-10/31/20
McDonald	Craig	\$89,116.00		Effective 11/01/20-04/30/21
Jacobson II	David	\$72,000.00	**	Public Works Foreman 05/01/20-10/31/20
Jacobson II	David	\$74,160.00		Effective 11/01/20-04/30/21
Galligan	Marilyn	\$38,232.00		Clerk/Water Dept 05/01/20-10/31/20
Falk	Denise	\$37,000.00		Clerk/Water Dept 05/01/20-10/31/20
Falk	Denise	\$38,110.00		Effective 11/01/20-04/30/21
Banta	Theresa	\$43,000.00		Bookkeeper/Water Dept 05/01/20-10/31/20
Banta	Theresa	\$44,290.00		Effective 11/01/20-04/30/21
Schwengels	Barbara	\$44,072.00		Public Works Secretary 05/01/20-10/31/20
Schwengels	Barbara	\$45,394.00		Effective 11/01/20-04/30/21
Massetti	Kim	\$44,072.00		Comm.Develop.Secretary 5/1/20-10/31/20
Massetti	Kim	\$45,394.00		Effective 11/01/20-04/30/21
Lamb	Amber	\$48,500.00		Water Dept Office Manager 5/1/20-10/31/20
Lamb	Amber	\$49,955.00		Effective 11/01/20-04/30/21
Urbanowitz	James	23.69/hr	*	Plumbing Inspect./PT 05/01/20-10/31/20
Driscoll	Kristy	\$34,320.00	*	Clerk/Water Dept 05/01/20-10/31/20
Driscoll	Kristy	\$35,350.00		Effective 11/01/20-04/30/21



**GENERAL ADMINISTRATION**

Resenbeck	Amy	\$66,900.00	Deputy Treasurer 5/1/20-10/31/20
Resenbeck	Amy	\$68,907.00	Effective 11/01/20-04/30/21
Krienke	Maxine	\$50,120.00	Treasurer's Office Clerk 5/1/20-10/31/20
Krienke	Maxine	\$51,624.00	Effective 11/01/20-04/30/21
Krienke	Maxine	\$5,000.00	Pension Administrator 05/1/20-04/30/21
Mills	Sheila	\$55,620.00	Deputy City Clerk 05/01/20-10/31/20
Mills	Sheila	\$57,289.00	Effective 11/01/20-04/30/21
Jacobson	Patricia	\$41,572.00	City Clerk's Office Clerk 05/01/20-10/31/20
Jacobson	Patricia	\$42,820.00	Effective 11/01/20-04/30/21
Oswald	Dawn	\$41,572.00	Mayor's Office Clerk 05/01/20-10/31/20
Oswald	Dawn	\$42,820.00	Effective 11/01/20-04/30/21

\*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 05/01/20-10/31/20
Wiltfang	Gerald	\$91,238.00		Effective 11/01/20-04/30/21
Pash	Steven	\$24,102.00		Deputy Chief of Admin 05/01/20-10/31/20
Pash	Steven	\$24,825.00		Effective 11/01/20-04/30/21

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).

\*All Fire Inspectors shall be paid \$15.00 per inspection.

**POLICE DEPARTMENT**

Lynde	Charles	\$111,930.00	**	Chief of Police 05/01/20-10/31/20
Lynde	Charles	\$115,288.00		Effective 11/01/20-04/30/21
McCammond	Michael	\$101,880.00	**	Deputy Chief of Police 05/01/20-10/31/20
McCammond	Michael	\$104,937.00		Effective 11/01/20-04/30/21
Lynch	Shane	\$101,880.00	**	Deputy Chief of Police 05/01/20-10/31/20
Lynch	Shane	\$104,937.00		Effective 11/01/20-04/30/21
Freezeland	Charleen	\$ 48,958.00		Secretary-Chief of Police 05/01/20-10/31/20
Freezeland	Charleen	\$ 50,427.00		Effective 11/01/20-04/30/21
Starr	Patti	\$ 37,000.00		Clerk Police Dept 05/01/20-10/31/20
Starr	Patti	\$38,110.00		Effective 11/01/20-04/30/21

\*\*Exempt from overtime payment under FLSA

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

**Public Works/Community Development Director  
Facilities Manager  
Water Department Manager  
Public Works Foreman  
Clerks/Secretaries-Municipal Offices  
Street Department Manager  
Chief of Police  
Deputy Chief of Police  
Deputy City Treasurer  
Deputy City Clerk  
Administrative Assistants  
Mayor's Office Secretary  
Treasurer's Clerk  
City Clerk's Clerk  
Chief of Police Secretary  
Police Clerk  
Police Clerical Assistant  
Building Inspector, Structural Inspector,  
Plumbing Inspector, Electrical Inspector  
Fire Chief  
Fire Department Deputy Chief of Administration  
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**

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

**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**

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

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**Section 4.7: Only the Street and Water Department Managers shall receive for 2020-2021 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:**