

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, SEPTEMBER 20, 2021 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

- 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 for 2021-2022.**
  - B. Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the City of Loves Park and the Illinois State Toll Highway Authority.**
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**

Anyone wishing to speak at the Finance Committee meeting shall contact the Mayor's office by 4:00 p.m. the day of the scheduled meeting at 815-654-5030.
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: September 13, 2021

CALLED TO ORDER: 5:40 P.M.

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

MEMBERS ABSENT: Alderman Jim Puckett

ALSO PRESENT: Attorney Gino Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker (via zoom) Doug Allton, Nancy Warden, Dan Jacobson, James Thompson, Police Chief Chuck Lynde

MINUTES APPROVAL: September 7, 2021

Alderman Peterson moved to approve minutes. Second by Alderman Pruitt.  
Motion carried. 3 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
3. General Discussion.
4. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Pruitt.  
Motion carried. 3 Ayes – 0 Nays

Adjournment: 5:41 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

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, 2021, and ending on the 30<sup>th</sup> day of April, 2022, 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 2021-2022.

## 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, 2022 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 2022 each eligible full time employee who has been actively employed not less than 1,500 hours in the fiscal year ending April 30, 2022, shall receive longevity pay for the fiscal year May 1, 2021 to April 30, 2022; 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 2021-2022 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 2021-2022. 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 2022.

**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 – 5/1/21-4/30/22 (40 hours per week)**

**PUBLIC WORKS AND DEVELOPMENT DEPARTMENTS**

Sowers	Jerry	\$1,335.00	**	FY21 retro 05/1/20-10/31/20
Sowers	Jerry	\$93,625.00	**	Facilities Manager to 7/31/21
Quintanilla	Andrew	\$700.00		FY21 retro 05/1/20-10/31/20
Quintanilla	Andrew	\$49,174.00		Zoning Officer
Terre	Juan	\$776.00		FY21 retro 05/1/20-10/31/20
Terre	Juan	\$54,478.00		Code Enforcement Officer
Bruck	Nathan	\$1,168.00	**	FY21 retro 05/1/20-10/31/20
Bruck	Nathan	\$81,955.00		EconDevelop/Planning Mgr
Thompson	Steven	\$1,401.00	**	FY21 retro 05/1/20-10/31/20
Thompson	Steven	\$98,345.00		PW/CommDevelopDirector
Dmochowski	Scott	\$1,016.00		FY21 retro 05/1/20-10/31/20
Dmochowski	Scott	\$71,272.00		Building Inspector
Fay	Lori	\$1,016.00		FY21 retro 05/1/20-10/31/20
Fay	Lori	\$71,272.00		Electrical Inspector
Messinger	Shannon	\$1,245.00	**	FY21 retro 05/1/20-10/31/20
Messinger	Shannon	\$87,419.00		Street Dept. Manager
McDonald	Craig	\$1,308.00	**	FY21 retro 05/1/20-10/31/20
McDonald	Craig	\$91,790.00		Water Dept. Manager
Jacobson II	David	\$1,089.00	**	FY21 retro 05/1/20-10/31/20
Jacobson II	David	\$76,385.00		Public Works Foreman
Falk	Denise	\$560.00		FY21 retro 05/1/20-10/31/20
Falk	Denise	\$39,254.00		Clerk/Water Dept
Banta	Theresa	\$650.00		FY21 retro 05/1/20-10/31/20
Banta	Theresa	\$45,619.00		Bookkeeper/Water Dept
Schwengels	Barbara	\$666.00		FY21 retro 05/1/20-10/31/20
Schwengels	Barbara	\$46,756.00		Public Works Secretary
Massetti	Kim	\$666.00		FY21 retro 05/1/20-10/31/20
Massetti	Kim	\$46,756.00		Comm.Develop.Secretary
Lamb	Amber	\$734.00		FY21 retro 05/1/20-10/31/20
Lamb	Amber	\$51,454.00		Water Dept Office Manager
Urbanowitz	Calvin	\$25.13/hr	*	Plumbing Inspector
Driscoll	Kristy	\$519.00	*	FY21 retro 05/1/20-10/31/20
Driscoll	Kristy	\$40,560.00		Clerk/Water Dept

**GENERAL ADMINISTRATION**

Resenbeck	Amy	\$1,196.00	FY21 retro 05/1/20-10/31/20
Resenbeck	Amy	\$70,974.00	Deputy Treasurer
Krienke	Maxine	\$946.00	FY21 retro 05/1/20-10/31/20
Krienke	Maxine	\$53,173.00	Treasurer's Office Clerk
Krienke	Maxine	\$5,000.00	Pension Administrator
Mills	Sheila	\$852.00	FY21 retro 05/1/20-10/31/20
Mills	Sheila	\$59,008.00	Deputy City Clerk
Jacobson	Patricia	\$629.00	FY21 retro 05/1/20-10/31/20
Jacobson	Patricia	\$44,105.00	City Clerk's Office Clerk
Oswald	Dawn	\$629.00	FY21 retro 05/1/20-10/31/20
Oswald	Dawn	\$44,105.00	Mayor's Office Clerk

\*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	\$1,340.00	**	FY21 retro 05/1/20-10/31/20
Wiltfang	Gerald	\$93,975.00		Fire Chief
Pash	Steven	\$355.00		FY21 retro 05/1/20-10/31/20
Pash	Steven	\$25,570.00		Deputy Chief of Admin

\*Fire Department positions are part-time (except Chief).

**POLICE DEPARTMENT**

Lynde	Charles	\$1,692.00	**	FY21 retro 05/1/20-10/31/20
Lynde	Charles	\$118,747.00		Chief of Police
McCammond	Michael	\$1,540.00	**	FY21 retro 05/1/20-10/31/20
McCammond	Michael	\$108,085.00		Deputy Chief of Police
Lynch	Shane	\$1,540.00	**	FY21 retro 05/1/20-10/31/20
Lynch	Shane	\$108,085.00		Deputy Chief of Police
Freezeland	Charleen	\$740.00		FY21 retro 05/1/20-10/31/20
Freezeland	Charleen	\$51,940.00		Secretary-Chief of Police
Starr	Patti	\$560.00		FY21 retro 05/1/20-10/31/20
Starr	Patti	\$39,254.00		Clerk Police Dept

\*\*Exempt from overtime payment under FLSA

The FY21 retroactive pay is to compensate for the first half of the 2021 fiscal year when wages were frozen at the beginning of the Covid-19 pandemic. Normally, wage increases are retroactive to the beginning of the year, but in FY21 wages were increased 11/01/21 with no retroactive pay. Inclusion of these wages compensates the salary ordinance employees on the same basis as the collective bargaining employees.

**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  
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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Ordinance No.

**Section 4.7: Only the Street and Water Department Managers shall receive for 2021-2022 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**

**CITY OF LOVES PARK**

**ALDERMAN JOHN JACOBSON**

**RESOLUTION NO.**

**DATE: SEPTEMBER 20, 2021**

**DEPARTMENT: FINANCE &  
ADMINISTRATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVES PARK, ILLINOIS, AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

**WHEREAS**, the City has negotiated with the Illinois Toll Highway Authority for the installation of Traffic Signal Emergency Vehicle Pre-emption Equipment to be installed at no cost to the City at the intersection of I-90 and East Riverside Boulevard in order to improve response and transport time for emergency response vehicles; and

**WHEREAS**, the Illinois Toll Highway Authority has agreed to provide and install the equipment; and

**WHEREAS**, the City finds that the placement of the Traffic Signal Emergency Vehicle Pre-emption Equipment will promote public safety and provide for the general welfare of its citizens; and

**WHEREAS**, the City now desires to approve an Intergovernmental Agreement (“Agreement”) attached hereto and incorporated by reference, to facilitate the placement of the equipment and to authorize the Mayor to execute the Agreement and the City Clerk to attest the same.

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

1. The foregoing recitals are incorporated herein and made a part hereof.
2. By the Adoption of this Resolution, the City Council approves the City of Loves Park entering into the attached Agreement, or one in substantially similar form, and authorizes the Mayor to execute the same.
3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Alderman John Jacobson, Chairman

\_\_\_\_\_  
Alderman Mark Peterson, Vice Chairman

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

\_\_\_\_\_  
Alderman Jim Puckett

\_\_\_\_\_  
Mayor Gregory R. Jury

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

MOTION:

SECOND:

VOTING:

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
THE CITY OF LOVES PARK**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, (“ILLINOIS TOLLWAY”), and THE CITY OF LOVES PARK, a municipal corporation of the State of Illinois, (“CITY”), individually referred to as “PARTY”, and collectively referred to as “PARTIES.”

**RECITALS:**

WHEREAS, the ILLINOIS TOLLWAY in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY is improving the Jane Addams Memorial Tollway (I-90) from Milepost 2.6 to Milepost 12.5 (sometimes referred to as “Toll Highway”), as contemplated in, but not limited to Construction Contract RR 19-4487 (“PROJECT”);

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is performing rehabilitation work at the interchange of I-90 and Riverside Boulevard (Milepost 12.5); (the “Project Area”);

WHEREAS, a new hospital has opened adjacent to the interchange of I-90 and Riverside Boulevard, and improved response and transport time for emergency response vehicles can be maximized by utilizing Traffic Signal Emergency Vehicle Pre-emption Equipment;

WHEREAS, the CITY has requested the ILLINOIS TOLLWAY cooperate in the purchase and installation of EVP equipment on the CITY owned traffic signal where the eastbound I-90 exit ramp intersects with Riverside Boulevard (“the EVP System”);

WHEREAS, the ILLINOIS TOLLWAY agrees to cooperate in the purchase and installation of EVP equipment on the CITY owned traffic signal where the eastbound I-90 exit ramp intersects with East Riverside Boulevard;

WHEREAS, by this instrument, the PARTIES desire to determine and establish the respective responsibilities between the PARTIES for the purchase, installation and maintenance responsibilities for the EVP;

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT and the EVP installation.
- B. The CITY shall review the plans and specifications for the EVP System at the Subject Location which impact CITY local roads, equipment and/or facilities. Approval by the CITY shall mean the CITY agrees with all specifications in the plans for the EVP System which impact the COUNTY's maintained local roads, equipment and/or facilities within the Project Area.

## **II. RIGHT OF WAY**

It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT, or installation of the EVP System. Therefore, it is understood by the PARTIES that there will be no conveyance or exchange of any property interests or jurisdictional transfers pursuant to this AGREEMENT.

## **III. UTILITY RELOCATION**

The CITY agrees to provide to the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within the CITY property which require adjustment or relocation as part of the installation of the EVP System at the Subject Location.

## **IV. CONSTRUCTION**

- A. At no cost to the CITY, the ILLINOIS TOLLWAY shall purchase and install the EVP System equipment on the CITY owned traffic signal at the Subject Location.

- B.** Upon completion of the EVP System installation at the Subject Location, the ILLINOIS TOLLWAY shall give notice to the CITY of said completion and schedule an inspection. The ILLINOIS TOLLWAY's representative shall join in with the CITY on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the CITY's representative(s) shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within five (5) calendar days of such inspection, a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies identified in the written list shall be subject to joint re-inspection of the PARTIES upon completion of the corrective work by the ILLINOIS TOLLWAY. The CITY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
  
- C.** The CITY agrees to protect, indemnify and save the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all injury or damage to the ILLINOIS TOLLWAY or its property, and also from any and all liability, losses, costs, damages, expenses, claims, or causes of action of every kind and character which the ILLINOIS TOLLWAY, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising directly or indirectly, or in any way incident to, or in connection with, work performed under the terms of this AGREEMENT, that are caused by the fault of the CITY, its agents, employees, representatives or subcontractors. The CITY further agrees to fully indemnify the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives from and against any and all costs of defending any such claim or demand to the end that the ILLINOIS TOLLWAY is held harmless there from. This paragraph shall not apply to damages or claims resulting from the sole negligence of the ILLINOIS TOLLWAY. In situations involving the negligence of the ILLINOIS TOLLWAY or its employees, the PARTIES' respective liability shall be as defined by the law of the State of Illinois.
  
- D.** Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

**V. FINANCIAL**

The ILLINOIS TOLLWAY agrees to purchase and be responsible for the cost to install EVP System Equipment on the CITY owned traffic signal where the eastbound I-90 exit ramp intersects with Riverside Boulevard, at no cost to the CITY.

## VI. MAINTENANCE - DEFINITIONS

- A. The term "local" means the CITY.
- B. The term "local road" refers to any highway, road, street, or pathway that intersects ILLINOIS TOLLWAY right-of-way located within the Project Area under the jurisdiction of the CITY.
- C. As used, the terms "maintenance" or "maintain" mean keeping the EVP System equipment maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the repair, removal or replacement of the maintained equipment when needed, and unless specifically excluded in Section VII, MAINTENANCE – RESPONSIBILITIES. Maintenance includes but is not limited to:
1. “Signal maintenance” refers to all aspects of repair, removal or replacement, timing, and operation of the underlying traffic signal, on which the EVP System is installed, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power.
  2. “Emergency maintenance” refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
  3. The terms “notify”, “give notice” and ‘notification” refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
  4. The terms “be responsible for” or “responsibility” refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the PARTY with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.



5. The term “approve” refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A. The Intergovernmental Agreement between the PARTIES, including Winnebago County, fully executed September 28, 2007 (“Exhibit A”) identifying maintenance responsibilities of each PARTY for the I-90/Riverside Boulevard interchange shall remain in full force and effect.
- B. The ILLINOIS TOLLWAY agrees to maintain I-90 within the limits of this PROJECT in its entirety.
- C. After the installation and acceptance of the EVP System, all maintenance of the EVP System, installed as part of the PROJECT, at the Subject Location shall be maintained by the CITY.
- D. After the installation and acceptance of the EVP System, all timing of said EVP System at the Subject Location shall be determined by the CITY.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. During construction, the CITY shall continue to maintain all local equipment within the CITY's right of way, or portions of the right of way that are not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's approved plans and specifications and all local roads in the PROJECT area, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway within the Project Area that are not required to be maintained by their construction contractor(s).
- B. All items of construction which are stipulated to in this AGREEMENT to be maintained by the CITY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the CITY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

## **IX. GENERAL PROVISIONS**

- A. It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of I-90 within the limits of this PROJECT. The CITY shall

retain jurisdiction of the traffic signal where the eastbound I-90 exit ramp intersects with Riverside Boulevard where the EVP System is to be installed.

- B.** Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C.** In a timely manner following execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Each representative shall be readily available to the other PARTY. Representatives may be changed, from time to time, by subsequent written notice to the other PARTY.
- D.** In the event of a dispute between the PARTIES and the ILLINOIS TOLLWAY regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the designated representative(s) of the CITY shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right-of-way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- E.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F.** This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- G.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- H.** The failure by the ILLINOIS TOLLWAY or the CITY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the CITY unless such provision is waived in writing.
- I.** It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this AGREEMENT.

- J.** Unless otherwise changed by any PARTY in writing, all notices relating to this AGREEMENT shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY:                   The Illinois Toll Highway Authority  
2700 Ogden Avenue  
Downers Grove, Illinois, 60515  
Attn: Acting Chief Engineering Officer  
[mnashif@getipass.com](mailto:mnashif@getipass.com)

To the CITY:                        City of Loves Park  
100 Heart Boulevard  
Loves Park, Illinois, 61111  
Attn: Community Development Director  
[stevethompson@cityoflovespark.com](mailto:stevethompson@cityoflovespark.com)

- K.** The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the CITY’s auditor, the ILLINOIS TOLLWAY’s auditor or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- L.** The CITY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The CITY will fully cooperate in any OIG audit investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT and disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.
- M.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates indicated.

**THE CITY OF LOVES PARK**

By: \_\_\_\_\_  
Gregory Jury  
Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

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

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
José R. Alvarez  
Executive Director

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Lisa M. Conforti, Assistant Attorney General