

Village of Winthrop Harbor  
President and Board of Trustees  
**Virtual Regular Board Meeting**  
May 5, 2020 - 7:00 PM

**PLEASE NOTE:** In order to comply with the requirements of 5 ILCS 120/2.06(9), and the requirements of 65 ILCS 5/8-2-9, and in keeping with the Executive Orders issued by Governor Pritzker, including without limitation Orders 2020-07 and 2020-10, and in furtherance of protecting the public health, taking into consideration the available technology, hardware and software, as well as the likely difficulties reasonably anticipated of the public to participate remotely, public comment will be limited to pre-submitted communications filed with the City Clerk.

Any member of the public wishing to make comments or participate in the Village's Regular Board Meeting must submit such comments in writing, or by audio or visual recording, to the Village Clerk not later than 4:00pm on May 5<sup>th</sup>, 2020. The Clerk, or her designee, shall play or read into the record any and all such comments received. Any comments received that would take an ordinary person more than three minutes to read shall be summarized so as to keep them under three minutes per commenter, and all comments will be posted in their entirety on the Village's website and circulated to the Village Board of Trustees.

OFFICE OF THE VILLAGE CLERK EMAIL: [jrittenhouse@winthropharbor.com](mailto:jrittenhouse@winthropharbor.com)

---

## **AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION & PLEDGE OF ALLEGIANCE**
- 4. ABSENT OFFICIALS WISHING TO ATTEND REMOTELY**
- 5. APPROVAL OF MINUTES OF PREVIOUS MEETING OR MEETINGS**
  - i. April 21, 2020 Virtual Regular Board Meeting Minutes
- 6. MAYOR'S REPORT**
  - i. An Ordinance Ratifying and Extending Mayoral Declaration of Emergency Relating to Coronavirus
  - ii. An Ordinance Amending §31.023 of the Municipal Cod of Winthrop Harbor Relating to Designation of a Mayor Pro Tem
  - iii. An Appointment Resolution Appointing Members to the Planning & Zoning Board
  - iv. An Appointment Resolution Appointing Members to the Economic Development Board
- 7. VILLAGE ADMINISTRATOR'S REPORT**
- 8. CLERK'S CORRESPONDENCE**
- 9. OLD BUSINESS**
- 10. NEW BUSINESS – COMMITTEE REPORTS**
  - A. *Finance*
    - i. Accounts Payable Warrant 2020-1 in the Amount of \$137,991.72
    - ii. February 2020 Treasurer's Report
    - iii. March 2020 Treasurer's Report
    - iv. Approval of Insurance Renewal – Stolarik Insurance

v. One-time Extension of Employee Benefit Time FY 19/20 Into FY 20/21

*B. Public Works*

i. Request Approval to Extend IGA with Benton Township for Snow & Ice Control with the Addition of Pot Hole Patching

**11. PUBLIC COMMENT**

**12. UNFINISHED BUSINESS**

**13. CLOSED SESSION** for any lawful purpose including but not limited to:

- i. Appointment, employment, discipline, performance or dismissal of specific employees;
- ii. Collective Bargaining matters or consideration of salary schedules for one or more classes of employees;
- iii. Selection of person to fill a public office or discipline, performance or removal of the occupant of a public office where authorized to appoint or remove the official;
- iv. Purchase or lease of real property or setting of a price for sale or lease of municipal property;
- v. Review of closed session minutes
- vi. Litigation, pending or probable

**14. OPEN SESSION**

**15. ADJOURNMENT**

4/30/2020 "No vote may be taken on any item which has not been listed on the Agenda for the meeting. Any matter not specifically listed on this Agenda, or brought up under "Unfinished Business" may be discussed by Board members at this meeting, but a vote on the matter shall be postponed until the next Board Meeting".

Village of Winthrop Harbor  
President and Board of Trustees Meeting

**April 21, 2020**

Village Hall Council Chambers

---

## **VIRTUAL BOARD MEETING - MINUTES**

---

The meeting was called to order by Mayor Bruno at 7:00 PM

The following Elected Officials **Attended Remotely**:

Mayor: Dr. Michael Bruno

Trustees: Buddy Hargett, John Levin, Robert Marabella, Dana McCarthy, Alanna Whitmore

Also present:

Robert Long, Attorney  
Greg Jackson, Village Administrator  
Julie Rittenhouse, Village Clerk  
Michael Sheedy, IT Director  
Scott Fuller, Recreation Director

The Invocation was led by Mayor Bruno

### **ABSENT OFFICIALS WISHING TO ATTEND REMOTELY**

All Officials attending remotely

### **APPROVAL OF MINUTES**

**1** - A motion was made by Trustee Marabella and seconded by Trustee Whitmore to approve the **March 3, 2020 Regular Board Meeting Minutes** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

**2** - A motion was made by Trustee Marabella and seconded by Trustee Whitmore to approve the **March 17, 2020 Emergency Board Meeting Minutes** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

### MAYOR'S REPORT

#### **RESOLUTION 2020-R-5 A Resolution to Appointing Erik Waring as a Part-time Police Officer**

**3** - A motion was made by Trustee Marabella and seconded by Trustee Hargett to approve **Resolution 2020-R-5** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

#### **Adjustment of License Payments**

**4** - A motion was made by Trustee Hargett and seconded by Trustee Marabella to approve the **Adjustment of License Payments** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

This is to ease the financial burden on the local businesses and extend business license payment due dates due to the pandemic.

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

### VILLAGE ADMINISTRATOR'S REPORT

- In Winthrop Harbor we have launched a regional partnership call every Monday with Wadsworth, Beach Park, Zion, Benton Township, Zion Township, Grade School District, High School District, Zion Benton Library and Zion Park District as a way of pulling information and resources. It has been a great success. Our Village has taken a lead on this. Congressman Schneider and State Rep. Mason participate in our calls and next week Senator Bush will participate in our call. This give us a better direct line to talk about issues such as PPE equipment for our first responders.
- The Mayor has made calls to all of the businesses in the Village to let them know we are there to support them. We distributed information to them relating to grant and funding opportunities. Out of 12 thousand applications submitted in Illinois, 2 of the businesses in our community received awards on these grants.
- We've been seriously addressing issues of Revenues coming into the Village. The Lake County Municipal League, for the purpose of Congressman Schneider's efforts, have asked us how much money we anticipated to spend on the Covid 19 responses. The

Virtual - Regular Board Meeting Minutes 04/21/20

numbers were provided to the Congressman and this evening an email was received from his District Chief of Staff saying, thought they were able to secure another half a billion dollars in funding, they were extremely distressed for not being able to secure money for the States and Local Government on the front line of this crisis. In the note from the Congressmen, it said that he will re-double his efforts to secure funding in the next package.

- There was an attempt to delay property tax payments to the local units of Government. We aggressively lobbied, Representative Mason, Representative Morgan, County Board Member, Frank and County Board Member Paxton, and as of yesterday they are not introducing to legislation and the delay in the property tax distribution, for now, has been set aside.
- We are still working with the Marina. This evening we received communication from the charter fisherman, that I passed on to Rep. Mason, who will be passing it on to the IDNR. The Governor has been adamant in his position of not opening up boating. The State-run marinas are hoping to be able to persuade him to think otherwise.
- I will be reaching out to each of the Trustees individually, regarding the Revenue shortfalls for the upcoming fiscal year. This is over and beyond what was originally projected.
- Community Development has a potential redevelopment on Sheridan Road, The Tavern, and also a company who's looking to potentially locate their corporate headquarters off of 9<sup>th</sup> and Lewis.
- Branch pick-up will continue as planned with 2-man crews versus 4-man crews, for the health and safety of our staff.
- We will be distributing the TIF funds from the dissolved TIF District.

Mayor Bruno thanked Greg for all that he's doing. When the Board gets the packet regarding fiscal impact with the Covid 19, please read it thoroughly and if you have any questions, get in touch with Greg.

Trustee Marabella said that having a Village Administrator has proven so well in these times. We are at the forefront and ahead of most. We are being proactive instead of reactive. Thank you for what you are doing Mr. Jackson. I was hesitant to make the move to hire an Administrator, but I am so happy we did. This has taken the burden off the entire Board and Attorney. Greg is so in-tuned with everything. It has opened my eyes to how bad this Village needed someone like Greg.

**CLERK'S CORRESPONDENCE**

None Reported

**OLD BUSINESS**

None Reported

**NEW BUSINESS**

**Accounts Payable Warrant**

5 - A motion was made by Trustee McCarthy and seconded by Trustee Whitmore to approve **Accounts Payable Warrant W2019-20** in the amount of **\$200,243.81**. Mayor Bruno declared the motion carried on the following roll call vote.

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

**Request Approval to Accept a Proposal to Replace a Village Hall Boiler Circulation Pump from Complete Temperature Systems Inc. in the Amount of \$5,375.00**

6 - A motion was made by Trustee Hargett and seconded by Trustee McCarthy to approve **Request to Accept a Proposal to Replace a Village Hall Boiler Circulation Pump from Complete Temperature Systems Inc. in the Amount of \$5,375.00**. Mayor Bruno declared the motion carried on the following roll call vote.

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

**RESOLUTION 2020-R-6 A Resolution Adopting a Concussion Management Policy Relating to Parks Athletic Activities**

7 - A motion was made by Trustee Whitmore and seconded by Trustee Marabella to approve **Resolution 2020-R-6** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

**A Request for Approval of Capital Purchase of a Utility Vehicle, not to Exceed \$16,000.00**

8 - A motion was made by Trustee Whitmore and Seconded by Trustee McCarthy to approve the **Request for a Capital Purchase of a Utility Vehicle, not to Exceed \$16,000.00**. Mayor Bruno declared the motion carried on the following roll call vote

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**  
**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

**PUBLIC COMMENT**

None Reported

**UNFINISHED BUSINESS**

Trustee Hargett – Community Development

- Thank you, Greg, and all of the Staff for their work and adapting throughout this to keeping the Village moving forward.
- Everyone be safe and looking forward to being back together

Trustee Hargett McCarthy – Police Department

- Everything Trustee Marabella said earlier I agree. What would our situation be if we didn't have Greg in this position now? Many municipalities took much longer to react. I'm very thankful the Mayor's leadership, all the staff, Greg, Julie, everybody who's working hard. I've been thinking about the staff that have had to make the sacrifices.
- Very thankful for the Police and Fire Departments who continue to put themselves at risk. I appreciate all that they do.

Trustee Whitmore – Recreation Department

- Just to repeat what Trustees Hargett and McCarthy stated, thank you. I know it's not easy now and definitely doesn't make it any easier not being able to have face to face meetings. Thank you so much for all of the time and energy and efforts that all of you have been putting in to make everything continually work.
- Thank you to our First Responders. Every call is a little scarier and hazardous.

Trustee Marabella

- Hopes everyone stays safe. I look forward to meeting with everyone again.

Trustee Levin

- Everybody stay safe and healthy.
- Thank you for all of the hard work everybody has been putting in. A special, huge gratitude to the Fire Department as well as Police in these times. We've lost a few people and they are working twice as hard in these difficult times. Hopefully there will be some changes soon.

Mayor Bruno

- Like everyone else has said regarding the Village, the Board Members, thanks for all that you do and thanks for this meeting to go on. Thanks to the Department Heads. I know they are working harder because they are short-handed and the staff in the office, Julie, Greg, Lisa and Debbie. They are working harder too, answering calls and calling seniors. The First Responders, are all gearing up as if they are going into an infected area. I think that's part of the reason that we haven't seen the cases here in town or in the Fire Department. That's commendable.
- Hope we get back to normal as soon as things are ideally possible.
- Thanked everyone for meeting tonight and stay safe.

**ADJOURNMENT**

9 - A motion was made by Trustee Marabella and seconded by Trustee McCarthy to adjourn the meeting. Mayor Bruno declared the meeting adjourned at 7:34p.m. on the following roll call vote:

**Ayes: (5) Hargett, Levin, Marabella, McCarthy, Whitmore**

Virtual - Regular Board Meeting Minutes 04/21/20

**Nays: (0)**  
**Absent: (1) Weiss**  
**Passed: (0)**

**APPROVED:**

---

**DR. MICHAEL BRUNO, MAYOR**

**ATTEST:**

---

**JULIE RITTENHOUSE, VILLAGE CLERK**

**Note: This is not a verbatim record.**

**ORDINANCE 2020 – O - \_\_\_\_**

**ORDINANCE RATIFYING AND EXTENDING  
MAYORAL DECLARATION OF EMERGENCY RELATING TO CORONAVIRUS**

WHEREAS, on March 13, 2020, the President of the United States of America declared that a national emergency arising from the widespread threat of serious illness and death due to the Coronavirus and COVID-19 was in effect immediately, and

WHEREAS, on March 9, 2020, the Governor of the State of Illinois declared that a statewide emergency was in effect relating to the same issues, and

WHEREAS, on March 13, 2020, the Chairman of the Lake County Board similarly declared that a county-wide emergency was in effect, again relating to the same issues, and

WHEREAS, further Executive Orders, disaster declarations and related directives with the force of law have been issued by the President, Governor and health officials with the net effect of extending the statewide emergency until at least the end of May, 2020, and possibly longer, and

WHEREAS, the Village of Winthrop Harbor and its populace is neither more, nor less susceptible to the infection of Coronavirus and the COVID-19 disease it causes than the national, state or county populations, and

WHEREAS, the Village of Winthrop Harbor continues to need access to the full emergency powers established by law, including emergency funding for first responders and containment measures, but including all other powers and funding allowed by applicable law, and

WHEREAS, the Mayor of the Village of Winthrop Harbor has exercised the emergency powers granted to him by 65 ILCS 5/11-1-6 by declaring a Village-wide emergency exists and continues on May 1, 2020, and

WHEREAS, on March 17, 2020, the Village Board adopted Ordinance 2020 – O – 6 ratifying the said exercise of emergency powers, and

WHEREAS, the Village Board of the Village of Winthrop Harbor finds that it is appropriate, necessary and in the best interest of the populace of the Village that it again ratify the Mayor's declaration of emergency, ratify all acts taken pursuant to the prior emergency order to date and to extend the same for so long as the Governor's Executive Orders declaring a statewide emergency remains in effect, to the maximum period of time allowed by law,

NOW THEREFORE, BE IT ORDAINED that the state of emergency declared by the Mayor on March 16, 2020, originally ratified in Ordinance 2020 – O - 6 is hereby ratified again; the acts and actions taken by the Mayor and the Administrator working under his direction in furtherance of that declaration since March 16, 2020 are ratified.

BE IT FURTHER ORDAINED the Mayor is granted full emergency authority provided by law, including but not limited to the power to enter into contracts relating to public health services and purchases described in 65 ILCS 5/8-10-5 and the extension of working hours required of first responders described in 65 ILCS 5/10-3-6 during the term of this Ordinance.

BE IT FURTHER ORDAINED that this state of emergency is in effect until such time as the Governor shall declare the end of the statewide emergency, or until the first regular meeting of the Village Board in June, currently scheduled for June 2, 2020, whichever comes first.

BE IT FURTHER ORDAINED that all persons should cooperate fully with all local, county, state and federal officials with jurisdiction over emergency management and public health in assisting the containment and mitigation of the effects of this virus and the disease it causes.

This Ordinance shall take effect immediately upon passage and approval, pursuant to law.

Dated this 5th day of May, 2020.

---

DR. MICHAEL BRUNO  
Mayor, Village of Winthrop Harbor, Illinois

---

JULIE RITTENHOUSE  
Clerk, Village of Winthrop Harbor, Illinois

**MAYORAL SUPPLEMENTAL AND RENEWED DECLARATION OF  
CONTINUING EMERGENCY RELATING TO CORONAVIRUS**

WHEREAS, on March 13, 2020, the President of the United States of America declared that a national emergency arising from the widespread threat of serious illness and death due to the Coronavirus and COVID-19 was in effect immediately, and

WHEREAS, on March 9, 2020, the Governor of the State of Illinois declared that a statewide emergency was in effect relating to the same issues, and

WHEREAS, on March 13, 2020, the Chairman of the Lake County Board similarly declared that a county-wide emergency was in effect, again relating to the same issues, and

WHEREAS, on April 30, 2020, the Governor issued another Executive Order declaring that the pandemic emergency was ongoing, and would continue for at least until the end of May, and

WHEREAS, the Village of Winthrop Harbor and its populace is neither more, nor less susceptible to the infection of Coronavirus and the COVID-19 disease it causes than the national, state or county populations, and

WHEREAS, the Village of Winthrop Harbor needs access to the full emergency powers established by law, including emergency funding for first responders and containment measures, but including all other powers and funding allowed by applicable law, and

NOW THEREFORE, I, Dr. Michael Bruno, Mayor of the Village of Winthrop Harbor Illinois do hereby proclaim and declare that a state of Village-wide emergency has been in existence since my original declaration of emergency on March 16, 2020, and that the same will continue into the indefinite future.

I FURTHER DECLARE that I will introduce an ordinance to the Village Board for approval at the regular meeting currently scheduled as a virtual meeting to be held on May 5, 2020 at 7:00 pm, seeking ratification of this declaration and extension thereof as provided for in 65 ILCS 5/8-10-5 and all other applicable statutes and laws.

I FURTHER DECLARE that this state of emergency is in effect until such ratification, and that the same should be extended by the Village Board until such time as the abatement of the threat of serious illness and death has been announced by the Governor, and I seek the agreement of the Village Board in such a declaration, to the maximum extent permitted by applicable law.

I FURTHER DECLARE that all persons should cooperate fully with all local, county, state and federal officials with jurisdiction over emergency management and public health in assisting the containment and mitigation of the effects of this virus and the disease it causes.

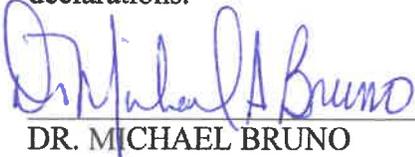
Effective immediately, this 1st day of May, 2020.



DR. MICHAEL BRUNO  
Mayor, Village of Winthrop Harbor, Illinois

**VERIFICATION UNDER OATH**

I hereby declare under penalties of perjury that the foregoing declaration of emergency is based on the best information available to me, that it is accurate and true to the best of my knowledge, information and belief, and that there is a genuine, immediate and urgent need to take action appropriate to the scope and scale of the emergency, consistent with the federal, state and county declarations.



DR. MICHAEL BRUNO  
Mayor, Village of Winthrop Harbor

SUBSCRIBED and SWORN to before me  
This 1st day of May, 2020



NOTARY PUBLIC



**ORDINANCE 2020 – O - \_\_\_\_\_**

**AN ORDINANCE AMENDING §31.023  
OF THE MUNICIPAL CODE OF WINTHROP HARBOR  
RELATING TO DESIGNATION OF A MAYOR PRO TEM**

**WHEREAS**, the provisions of Section 31.023 of the Winthrop Harbor Municipal Code currently designate a process whereby a mayor pro tem will be elected from among the Village Board members in the event of a temporary vacancy in the office due to illness or absence, and

**WHEREAS**, the recent coronavirus pandemic and the declarations of national, state and local emergencies demonstrates that the need for a healthy, able person to serve as mayor at all times is of critical importance to providing the guidance and leadership to the Village staff and to the citizens they serve, and

**WHEREAS**, the Village Board finds that it is appropriate to modify and improve the provisions of this section of the Code so as to provide clearer certainty of the chain of command in the event a sudden illness such as COVID-19 renders a sitting mayor unable to perform the duties of his or her office without warning,

**NOW THEREFORE, BE IT ORDAINED** by the Village of Winthrop Harbor, Lake County, Illinois, as follows:

**SECTION ONE:** Section 31.023 of the Winthrop Harbor Municipal Code is hereby repealed and replaced by the following new section 31.023:

**31.023 TEMPORARY ABSENCE OR VACANCY IN OFFICE.**

- A) President pro tem.** The Village Board shall elect one (1) of its members to act as president pro tem at the first meeting following the qualification of Trustees after each municipal election. The president pro tem shall chair meetings of the Village Board in the absence of the president. If the president is temporarily absent from the village for a period greater than three (3) days or suffers a disability which temporarily incapacitates him or her from the performance of his duties, but does not create a vacancy in the office, the president pro tem shall perform the duties and possess all the rights, responsibilities and powers of the president. If the president expects to be absent from the village for a period greater than three (3) days, he or she shall notify the president pro tem in writing of such absence and file a copy of the notice with the village clerk.
- B) Vacancy in Office.** A vacancy in the office of president shall be deemed to occur in case of failure to qualify within thirty (30) days after election; death, resignation or removal of residence from the village; conviction of a felony; absence from more than four (4) consecutive regular meetings of the village board for reasons other than sickness; conviction of malfeasance, misfeasance or nonfeasance in exercising the powers of his or her office; or continuous absence from the village for more than thirty (30) days, but if additional time is needed, leave may be granted by the village board for a longer absence.

C) **Acting President.** When a vacancy in the office of president occurs, the village board shall, without delay, appoint an eligible person to fill the office as acting president. The acting president shall perform the duties and possess all the rights, responsibilities and powers of the president until a successor to fill the vacancy has been elected at a consolidated municipal election of the voters of the Village and has qualified, all pursuant to the provisions described in 65 ILCS 5/3.1-10-50.

**SECTION TWO:** To effectuate the immediate filling of the position of the president pro tem, the Village Board shall elect one of its members to such position at the next ensuing regular board meeting following adoption of this amendatory ordinance.

**SECTION THREE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR,  
ILLINOIS, ON THIS \_\_\_\_ DAY OF MAY, 2020.

ATTEST:

\_\_\_\_\_  
DR. MICHAEL BRUNO, MAYOR

\_\_\_\_\_  
JULIE RITTENHOUSE, VILLAGE CLERK

**RESOLUTION 2020-R-**

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, that:**

**SECTION ONE:** The following person(s) shall be and is hereby appointed to the Office set opposite their name:

**Margo Nelson (Member thru 4/30/25) - Planning & Zoning Board**  
**William Stried (Member thru 4/30/25) - Planning & Zoning Board**

**SECTION TWO:** Said appointment shall be for the term commencing May 1, 2020 and ending April 30, 2025 or until their successor is appointed and qualified, whichever the case may be..

**SECTION THREE:** This Resolution shall be effective on its passage and signing, as provided by law.

**ADOPTED AND SIGNED THIS 5th DAY OF May, 2020.**

**APPROVED:**

---

**DR. MICHAEL BRUNO, MAYOR**

**ATTEST:**

---

**JULIE RITTENHOUSE, VILLAGE CLERK**

**RESOLUTION 2020-R-**

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, that:**

**SECTION ONE:** The following person(s) shall be and is hereby appointed to the Office set opposite their name:

<b>Margo Nelson (Chairperson)</b>	-	<b>Economic Development Commission</b>
<b>Fred Seamon (Vice-Chairperson)</b>	-	<b>Economic Development Commission</b>
<b>Gary Powell (Member thru 4/30/23)</b>	-	<b>Economic Development Commission</b>
<b>Robert Long (Member at Large)</b>	-	<b>Economic Development Commission</b>

**SECTION TWO:** Said appointment shall be for the term commencing May 1, 2020 and ending April 30, 2021 or as otherwise specified by Municipal Code Section 31.003, whichever the case may be.

**SECTION THREE:** This Resolution shall be effective on its passage and signing, as provided by law.

**ADOPTED AND SIGNED THIS 5th DAY OF May, 2020.**

**APPROVED:**

---

**DR. MICHAEL BRUNO, MAYOR**

**ATTEST:**

---

**JULIE RITTENHOUSE, VILLAGE CLERK**

# REQUEST FOR BOARD ACTION



Date Referred to the Board: May 5, 2020

Originating Department: Administration (Human Resources)

**Subject Matter:** One-time extension for use of benefit time.

**Summary and Background:** In an effort effectively and efficiently to respond to the continued/increased demand for public goods and services surrounding COVID-19 staffing schedules were and continue to be adjusted. Consequently, staff adjusted previously scheduled time-off to meet the needs of Village operations and were unable to use benefit time in period required by Village policy(s). It is requested that a benefit time carry-over be permitted from FY 19/20 into FY 20/21.

**Financial Impact:** None

**Community/Neighborhood Impact:** None

**Documents Attached:** None

**Staff Recommendation:** It is recommended that the Village Board approve this request.

Department Head Signature: Gregory Jackson Date: 4/30/2020

Village Administrator Signature: Gregory Jackson Date: 4/30/2020

# REQUEST FOR BOARD ACTION



Date Referred to the Board: April 27, 2020

Originating Department: Public Works / Administrator

**Subject Matter:**

Request approval to extend IGA with Benton Township for Snow & Ice Control with the addition of pot hole patching

**Summary and Background:**

The village has had an Intergovernmental Agreement with Benton Township since 2015 to provide Snow and Ice Control for the eastern portion of the township with the streets outlined in the agreement.

The addition of a pot hole patching service for the entire township was requested from the Township Supervisor and Township Board.

**Financial Background:**

The Village has received a total of \$42,447.50 in the five years of the IGA. Our highest annual revenue of \$17,760 came in the winter of 2018/19 and our lowest came in 2016/17 where we received \$2,927.50.

High Performance Mix (Cold Patch) costs the village \$150 per ton. If this extra service is added to the contract, it is recommended the village charge the Township \$300 per ton or per hour used to cover our material, equipment and labor.

**Community/Neighborhood Impact:**

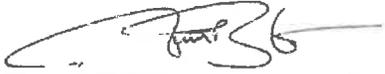
There is minimal impact to village residents.

**Documents Attached:**

Current IGA with Benton Township  
Cost Proposal for IGA with Benton Township

**Staff Recommendation:**

Staff recommends approving an extension with the additional service for one (1) year.

Department Head Signature:  Date: 4/27/20

Village Administrator Signature:  Date: 4/30/20

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE BENTON TOWNSHIP ROAD DISTRICT AND  
THE VILLAGE OF WINTHROP HARBOR  
FOR CERTAIN WINTER ROAD SERVICES**

WHEREAS, the Benton Township Road District (the District) and the Village of Winthrop Harbor (the Village) are units of local government duly existing under and chartered in conformity with the laws of the State of Illinois; and

WHEREAS, the District and the Village serve many of the same residents and are supported by many of the same taxpayers, although their boundaries are not coequal, and

WHEREAS, the District and the Village wish to ease the burden on local taxpayers by saving costs through providing services and road maintenance materials on an equitable basis using government funded resources in lieu of private contractors when feasible, both because the overall expense is lower and because of the increased efficiency inherent in such an arrangement; and

WHEREAS, road districts and municipalities are authorized to contract with each other to provide essential highway maintenance services and road materials such as salt through their powers to contract intergovernmentally as set forth in Article VII, Section of the Illinois Constitution of 1970, Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties to this Agreement agree as follows:

1. **INTENT**. It is the intention of the Parties to establish a system by which the District and the Village may save costs by the Village providing snow removal, plowing and salting on certain District roads under the terms contained herein.
2. **TERM**. This Intergovernmental Agreement shall take effect immediately upon approval by the Village Board and the Highway Commissioner and shall remain in effect through March 31, 2016 or until either or both of the Parties gives notice of intent to withdraw as set forth hereinbelow.
3. **WITHDRAWAL**. To withdraw, a Party must provide the other Party with thirty (30) days' written notice of its intent withdraw pursuant to formal action of the corporate authority, and such withdrawal become effective thirty (30) days thereafter.
4. **SPECIFIED ROADWAYS**. Attached hereto as Exhibit A is a map and list of roads that will be serviced by the Village Public Works Department for snow and ice control during the term of this Agreement. The District shall designate which roads are to be considered arterial or major in a side letter to be provided to the Village Superintendent of Public Works.

5. **COMPENSATION.** Due to the nature of snowfalls and icing conditions, the work to be performed hereunder shall be on an as-called basis at the rates of compensation set forth in Exhibit A. The Village shall bear all expenses associated with the provision of services hereunder, including, but not limited to providing trucks, plows, salt spreaders and other equipment; staffing; fuel; and consumables such as tires, oil and washer fluid.
6. **PAYMENT.** The Village shall submit invoices to the District not less than monthly. The District shall pay all invoices within 14 days after receiving the invoice. The District shall have the right to review relevant time cards and salt invoices as back up for the Village's invoices upon request.
7. **SERVICES PROVIDED.** The Village, through its Public Works Department shall provide the following services on the roads set forth on Exhibit A, for the compensation provided therein as follows:
  - 7.1 The level of services provided shall be sufficient to keep snow accumulations at 3" or less on arterial and major routes during snowfall rates of up to 1" per hour as forecasted on a rolling 24 hour basis;
  - 7.2 The level of services provided to all other streets shall keep snow accumulations at 5" or less during snowfall rates of up to 1" per hour as forecasted on a rolling 24 hour basis;
  - 7.3 If icing conditions are forecasted or experienced, salt shall be applied at a rate of 250 pounds per lane mile throughout the serviced area within the first 2 hours of precipitation and additional salt shall be added on an as-needed basis until the end of operations for each snowfall or icing event;
  - 7.4 Designated arterial and major routes shall receive priority service.
8. **RESPONSIVENESS.** The Village shall respond to service calls from the District as follows:
  - 8.1 The Village shall provide the District with 24 hour contact information, which may include the Village Dispatch Center or other E-911 center utilized by the Village;
  - 8.2 The Village shall be able to respond within 1 hour of any call for service and shall have adequate equipment and staff available;
  - 8.3 If there is a significant equipment breakdown or shortage at any time, the Village shall immediately inform the District's contact person.
9. **INSURANCE AND INDEMNITY.**
  - 9.1 **Immunities Preserved.** It is the intention of the Parties to preserve any and all statutory immunities available to them under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. seq.) and the School Code (105 ILCS 5/1-1 et. seq.). Accordingly, this Intergovernmental Agreement shall be implemented and interpreted consistently with that intention.

- 9.2 Insurance. Each Party covenants to keep in full force and effect liability insurance with combined single limits of not less than Five Million Dollars (\$5,000,000.00) at all times, covering all equipment and resources that may be utilized under this Intergovernmental Agreement. The Village shall be solely responsible for providing property damage coverage on any and all equipment that may be used under this Intergovernmental Agreement and shall bear the entire risk of loss relative to the said equipment.
- 9.3 No Loaned Employees. It is the intention of the Parties that the Village will supply a service and will not loan employees. Any Party's employee shall not become the employee of the other Party because of or on account of any act undertaken pursuant to this Intergovernmental Agreement. The Parties acknowledge that their employees will have to interact from time to time in order to coordinate the delivery of services, but nothing herein is intended, nor shall it serve, to modify the employer-employee relationship between either Party and its own employees. Any act of an employee hereunder shall be considered the act of his or her employer and not an act undertaken on behalf of the other Party.
- 9.4 Worker's comp. Each Party shall be fully and solely responsible for providing workers compensation coverage for that Party's own employees and shall not look to the other Party to supply any such coverage.
- 9.5 Indemnity. Each Party shall be solely liable for its own acts and omissions to the extent that the same exist under the law, considering all available immunities. Nothing herein shall make any Party liable for acts or omissions of the other Party. In the event one Party shall commit an act or omission creating liability to any third party, that Party shall forever indemnify and hold the other Party harmless of and from any and all claims and liabilities, including all costs of defense and related expenses.

## 10. MISCELLANEOUS PROVISIONS.

- 10.1 Authority. Each Party warrants to the others that it is authorized to execute, deliver and perform this Intergovernmental Agreement and each Equipment Usage Agreement entered pursuant to it. Each Party warrants to the others that execution, deliver and performance of such agreements does not constitute a breach or violation of any other agreement, undertaking, law or ordinance by which that Party is bound, Each individual signing this Agreement or any Equipment Use Agreement on behalf of a Party warrants to the other Party that such individual is authorized to so execute in the name of the Party on whose behalf he or she executes it.
- 10.2 Binding Effect. This Intergovernmental Agreement shall be binding on the Parties and their respective successors. It may not be assigned.
- 10.3 Severability. If any provision, covenant, agreement or portion of this Agreement or its Application to any person, entity or property, is held invalid, each invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, all provision, covenants, agreements or portions of this Agreement are declared to be severable.

- 10.4 Further Acts. Each Party shall, at the request and the expense of the other, execute and deliver any further documents and do all acts and things as that Party may reasonably require to carry out the true intent and meaning of this Agreement.
- 10.5 Governing Law. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- 10.6 Waivers and Modifications. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the Party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in, any other way be modified except in writing signed by all Parties.
- 10.7 Notice. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage, prepaid to the Corporate Authority of the Party to whom the notice is due.
- 10.8 Entire Agreement. This Agreement, including by reference the provisions of any Equipment Usage Agreement and price, expresses the complete and final understanding of the Parties with respect to its subject matter.
- 10.9 Execution. This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution.

IN WITNESS WHEREOF, the Parties each have executed this Intergovernmental Agreement on the dates indicated by each signature.

BENTON TOWNSHIP HIGHWAY DISTRICT

VILLAGE OF WINTHROP  
HARBOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**PRICE LIST, FALL 2018 THROUGH SPRING 2020**

**LABOR AND EQUIPMENT:**

STRAIGHT TIME: \$200.00 PER HOUR

OVERTIME: \$220.00 PER HOUR

DOUBLE TIME: \$250.00 PER HOUR

**MATERIALS:**

SALT: \$125.00 PER TON



## WINTHROPHARBORPUBLICWORKS

### Intergovernmental Agreement between the Village of Winthrop Harbor and Benton Township

Snow and Ice Control for a portion of Benton Township as defined below:

16 <sup>th</sup> St	Sheridan Rd EAST to Park Avenue
Fulton Ave	16 <sup>th</sup> St NORTH to dead end
East 16 <sup>th</sup> St	Park Ave EAST to dead end
Park Ave	17 <sup>th</sup> St NORTH to Franklin St (Township end)
17 <sup>th</sup> St	Sheridan Rd EAST to Park Ave
Hilltop Ave	17 <sup>th</sup> St SOUTH to 18 <sup>th</sup> St (Township end)
Logan Ct	Hilltop Ave WEST to dead end
17 <sup>th</sup> St	Sheridan Rd WEST to Henke Dr.
Illinois St	17 <sup>th</sup> St NORTH to East Ravine Dr.
West Ravine Dr.	E. Ravine Dr. WEST to dead end
Henke Dr.	17 <sup>th</sup> St NORTH to dead end
Holdridge Ave	17 <sup>th</sup> St SOUTH to Logan Ct.
Logan Ct	Holdridge Ave WEST to dead end

	Straight Time	Overtime (1 ½)	Double Time
Dump Truck with Plow	\$200	\$220	\$250
Skid Steer with Blower	\$100	\$120	\$140
Salt	\$125 per ton		

High Performance Mix	\$300 per ton <i>(this cost includes labor, equipment and material)</i>
----------------------	---

