

(3)

**CITY OF PARK CITY
NOTICE OF SPECIAL MEETING**

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

In accordance with Chapter 65 Illinois Compiled Statutes, Section 5/3.1-40-25, and in accordance with Chapter 5 Illinois Compiled Statutes, Section 120/2.02, this document shall serve as written notice of a Special Meeting of the City Council of the City of Park City. Chapter 65 Illinois Compiled Statutes, Section 5/3.1-40-25 states that Special Meetings may be called by the Mayor or any 3 Aldermen of the City Council upon a proper agenda being posted at City Hall.

The Mayor has called the Special Meeting of the City Council for Tuesday, June 29, 2010 at 7:00 p.m. for purposes of discussing, considering, and approving AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WAUKEGAN, EAST SKOKIE DRAINAGE DISTRICT, AND THE CITY OF PARK CITY FOR THE MAINTENANCE OF THE SKOKIE HEADWATERS WETLANDS.
(2010-O-__)

This Special Meeting shall be held at the City Hall at 3355 Belvidere Road, Park City, Illinois, for the purposes outlined on the attached agenda.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said City this 24 day of June, 2010.



Beverly Rodin
Deputy City Clerk

AGENDA
Special City Council Meeting for the City of Park City
Tuesday, June 29, 2010 at 7:00 p.m.
City Hall at 3355 Belvidere Road

(4)

CALL TO ORDER – Mayor Pannell
PLEDGE OF ALLEGIANCE
ROLL CALL - City Clerk Roehr
OPEN TO THE PUBLIC

OLD BUSINESS:

1. Consideration and possible approval of AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WAUKEGAN, EAST SKOKIE DRAINAGE DISTRICT, AND THE CITY OF PARK CITY FOR THE MAINTENANCE OF THE SKOKIE HEADWATERS WETLANDS. (2010-O-__)

ADJOURNMENT: Time _____

CITY OF PARK CITY

2010-0-16

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WAUKEGAN, EAST SKOKIE DRAINAGE DISTRICT, AND THE CITY OF PARK CITY FOR THE MAINTENANCE OF THE SKOKIE HEADWATERS WETLANDS

ADOPTED BY THE CITY COUNCIL

OF THE

CITY OF PARK CITY, ILLINOIS

ON

June 29, 2010

Published in pamphlet form by authority of the City Council
of the City of Park City, Lake County, Illinois
this 29 day of June, 2010.

STEVE PANNELL
BEVERLY ROEHR
RICHARD ROEHR

Mayor
Clerk
Treasurer

JACK GILMORE
CLAUD DENNIS
JOHN M. PALMIERI
PAUL CHRISTENSEN
JULIAN GUERRERO
PAUL TELLE

Alderman
Alderman
Alderman
Alderman
Alderman
Alderman

2010-0- 16

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WAUKEGAN, EAST SKOKIE DRAINAGE DISTRICT, AND THE CITY OF PARK CITY FOR THE MAINTENANCE OF THE SKOKIE HEADWATERS WETLANDS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, LAKE COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWERS AS FOLLOWS:

SECTION I: That the attached "INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WAUKEGAN, EAST SKOKIE DRAINAGE DISTRICT, AND THE CITY OF PARK CITY FOR THE MAINTENANCE OF THE SKOKIE HEADWATERS WETLANDS" (hereinafter referred to as "Agreement"), be and is hereby approved and ratified.

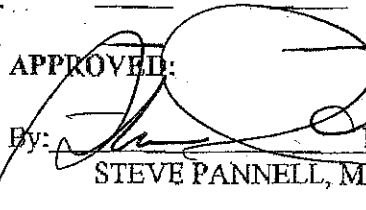
SECTION II: That the Mayor is hereby directed and authorized to execute said Agreement on behalf of the City, and the Clerk shall attest to his signature and affix the seal of the City to her certification.

SECTION III: That the Agreement be executed in several duplicate originals and duplicates of the executed Agreement shall be delivered to the East Skokie Drainage District and the City of Waukegan.

Passed this 29 day of June, 2010.

	Ayes:	Nays:	Absent/Abstain:
Jack Gilmore	_____	✓	_____
Julian Guerrero	_____	✓	_____
Claud Dennis	✓	_____	_____
Paul Telle	✓	_____	_____
John M. Palmieri	_____	✓	_____
Paul Christensen	✓	_____	_____
Steve Pannell (Mayor)	✓	_____	_____

APPROVED:

By:  Date: June 29, 2010

STEVE PANNELL, Mayor

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on June 29, 2010.

I hereby certify that the above ordinance was published in pamphlet form on June 29, 2010, as provided by law.


BEVERLY ROEHR, City Clerk

23\74.39\ordinanc\00021996.DOC



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WAUKEGAN, EAST SKOKIE DRAINAGE
DISTRICT, AND THE CITY OF PARK CITY FOR THE MAINTENANCE OF
THE SKOKIE HEADWATERS WETLANDS**

This WETLAND MAINTENANCE AGREEMENT (the "Agreement") dated _____, 2010 is made and entered into by the East Skokie Drainage District (hereinafter "DISTRICT"), the City of Waukegan (hereinafter "WAUKEGAN") and the City of Park City (hereinafter "PARK CITY"), with reference to the following facts:

RECITALS

A. That the Intergovernmental Cooperation Act, 5 ILCS 2209/1 *et seq.* authorizes units of local government in Illinois to exercise jointly with any public agency of the State, including other units of local government, any power privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

B. WAUKEGAN is in the process of restoring a 4.2 acre parcel located at Washington Street and Teske Boulevard in Park City as depicted and legally described in Exhibit "A" attached hereto and incorporated herein (hereinafter "SUBJECT PROPERTY"), pursuant to the "North Branch Watershed Project Agreement for Illinois EPA Section 319 Funding Recipients, City of Waukegan Skokie Headwaters Wetland Restoration & Water Quality Project BMP No. 3190708-011" attached hereto as Exhibit "A" and incorporated herein (hereinafter "GRANT AGREEMENT"). The SUBJECT PROPERTY is within the floodplain for the headwaters of the Skokie River section of the North Branch of the Chicago River. The SUBJECT PROPERTY comprises of approximately 2.6 acres of poor quality wetland, with the majority of the parcel falling within the floodplain boundary. The purpose of this wetland remediation effort is to increase flood storage by approximately 11 acre-ft. The additional flood storage capacity will be provided by excavating some of the upland areas and creating approximately 1.9 acres of new wetlands. The wetlands located upon the SUBJECT PROPERTY are located within the boundaries of the DISTRICT and connect with the DISTRICT'S drainage system.

C. PARK CITY does not have the resources to construct or maintain the SUBJECT PROPERTY as required by the GRANT AGREEMENT, and as an inducement to PARK CITY to accept title to the SUBJECT PROPERTY, the parties intend for WAUKEGAN to construct and maintain the Skokie Headwaters Wetlands for the initial first five years (the wetland establishment period) in compliance with the GRANT AGREEMENT, and that maintenance for years 6 through 10, following completion of improvements of the wetlands, shall be undertaken by the DISTRICT in compliance with the GRANT AGREEMENT.

D. This Agreement relates to the maintenance of the SUBJECT PROPERTY to be performed by the DISTRICT and WAUKEGAN, and to PARK CITY accepting title to the SUBJECT PROPERTY.

E. The DISTRICT, WAUKEGAN, and PARK CITY are entering this Agreement to memorialize their respective understandings concerning the maintenance of the SUBJECT PROPERTY.

NOW, THEREFORE, the following terms and conditions are agreed to by the parties:

1. **Recitals.** Each of the above recitals is incorporated herein, and each is true and correct.

2. **Ownership of Property.** PARK CITY agrees to accept fee title to the SUBJECT PROPERTY.

3. **WAUKEGAN'S Maintenance and Monitoring Obligations.** WAUKEGAN shall be obligated to construct, maintain and monitor the SUBJECT PROPERTY for the first five (5) years of PARK CITY'S ownership of the property, in compliance with all requirements of the Lake County Stormwater Management Commission (hereinafter "SMC") and in compliance with the GRANT AGREEMENT, including, but not limited to, performing the following activities:

- (a) Monitoring of the wetland plants shall be conducted twice each year (late spring and late summer, or early fall), to ensure representation of both early and late season species. Monitoring techniques and dates shall be consistent throughout the entire monitoring period.
- (b) Water levels in the wetlands and the stream shall be monitored on a monthly basis at a minimum, and after heavy rain events, in order to determine if the site is functioning as planned.
- (c) Inlets shall be examined on a periodic basis to ensure that piping is intact and not plugged, and accumulated sediment or debris near the inlet shall be removed.
- (d) Outlets shall be examined and any debris or sediment shall be removed that could plug the outlets.
- (e) Embankments, ditches, berms, and side slopes shall be inspected for signs of erosion and shall be corrected as necessary.
- (f) Trash and debris removal shall be performed on an as-needed basis, but at least once per year, and regular periodic monthly inspections shall be made to address debris dumping.

- (g) Supplemental planting, and/or seeding shall be performed as necessary if the initial planting was not as successful as planned. Supplemental plantings usually occur 2-3 years after the initial planting. Supplemental seeding and/or planting will be required if native plant cover falls below 70% and if the Floristic Quality Index (FQI) fails to increase significantly.
- (h) Herbiciding to control reed canary grass, common reed, cattails, purple loosestrife and other nuisance species shall be performed as needed to targeted plants so that the non-target species are minimally impacted.
- (i) Burning of existing and newly created wetland shall be performed once enough fuel occurs for an adequate burn. Burns shall be done at a minimum every 3 years to promote native species and discourage exotics.
- (j) An annual report shall be prepared with an overview of the performed maintenance activities during the year. Analysis and reporting of the native planting survival rate will be required. Each report shall contain species inventories for each of the represented floristic communities and a full floristic quality assessment including Floristic Quality Index (FQI), Mean Conservatism values (\bar{c}), and Mean Wetness values (\bar{w}) as described in Plants of the Chicago Region, 3rd edition (Swink and Wilhelm, 1995).
- (k) WAUKEGAN shall not construct any recreational public improvements on the SUBJECT PROPERTY, including, but not limited to bike paths or park benches. The SUBJECT PROPERTY shall be tendered to PARK CITY as open space, containing only open space and the required wetland improvements pursuant to the GRANT AGREEMENT.
- (l) Waukegan's liabilities, including the liabilities of its officials, volunteers, employees, and agents, that may arise indirectly or directly in connection with Waukegan's maintenance of said property, is limited to the obligations enumerated under the terms of the Section 319 Grant under the Water Pollution Control Loan Program of the IEPA, and is further limited to liabilities arising only from the negligence of its officials, volunteers, employees, and agents that occur during the first five (5) years of the Grant.

4. **Initial Inspection of Site by DISTRICT:** Prior to the DISTRICT'S assumption of maintenance and monitoring obligations for the SUBJECT PROPERTY, the DISTRICT shall inspect the site and advise WAUKEGAN and PARK CITY of any deficiencies regarding prior maintenance and monitoring of the SUBJECT PROPERTY. Such deficiencies shall be reported to WAUKEGAN in writing by the District no later than sixty (60) days prior to the end of the fifth (5th) year of maintenance. WAUKEGAN agrees to correct deficiencies contained on the SUBJECT PROPERTY at its sole discretion. The DISTRICT shall not be responsible for correcting any of the deficiencies

that exist at the time the DISTRICT assumes the maintenance and monitoring obligations as set forth herein.

5. **DISTRICT'S Maintenance and Monitoring Obligations.** The DISTRICT shall be obligated to maintain and monitor the SUBJECT PROPERTY for the period of six (6) to ten (10) years of PARK CITY'S ownership of the property, in compliance with all requirements of the Lake County Stormwater Management Commission (hereinafter "SMC") and in compliance with the GRANT AGREEMENT, including, but not limited to, performing the following activities:

- (a) Monitoring of the wetland plants shall be conducted twice each year (late spring and late summer, or early fall), to ensure representation of both early and late season species. Monitoring techniques and dates shall be consistent throughout the entire monitoring period.
- (b) Water levels in the wetlands and the stream shall be monitored on a monthly basis at a minimum, and after heavy rain events, in order to determine if the site is functioning as planned.
- (c) Inlets shall be examined on a periodic basis to ensure that piping is intact and not plugged, and accumulated sediment or debris near the inlet shall be removed.

- (d) Outlets shall be examined and any debris or sediment shall be removed that could plug the outlets.
- (e) Embankments, ditches, berms, and side slopes shall be inspected for signs of erosion and shall be corrected as necessary.
- (f) Trash and debris removal shall be performed on an as-needed basis, but at least once per year, and regular periodic monthly inspections shall be made to address debris dumping.
- (g) Supplemental planting, and/or seeding shall be performed as necessary if the initial planting was not as successful as planned. Supplemental plantings usually occur 2-3 years after the initial planting. Supplemental seeding and/or planting will be required if native plant cover falls below 70% and if the Floristic Quality Index (FQI) fails to increase significantly.
- (h) Herbiciding to control reed canary grass, common reed, cattails, purple loosestrife and other nuisance species shall be performed as needed to targeted plants so that the non-target species are minimally impacted.
- (i) Burning of existing and newly created wetland shall be performed once enough fuel occurs for an adequate burn. Burns shall be done at a minimum every 3 years to promote native species and discourage exotics.

(j) An annual report shall be prepared with an overview of the performed maintenance activities during the year. Analysis and reporting of the native planting survival rate will be required. Each report shall contain species inventories for each of the represented floristic communities and a full floristic quality assessment including Floristic Quality Index (FQI), Mean Conservatism values (\bar{c}), and Mean Wetness values (\bar{w}) as described in Plants of the Chicago Region, 3rd edition (Swink and Wilhelm, 1995).

6. **PARK CITY'S Obligations.** That as the owner of the SUBJECT PROPERTY, PARK CITY shall retain control of the property and PARK CITY shall grant access to the SUBJECT PROPERTY to WAUKEGAN and the DISTRICT at all times in order to enable both entities to complete their duties as required by this Agreement. PARK CITY shall have no duty to maintain the SUBJECT PROPERTY.

8. **Notice.** Any notice that shall be required pursuant to this Agreement shall be sent to the parties at the addresses set forth below. Either party may change the address by giving written notice to the other:

Park City:	Waukegan:	District:
City of Park City Mayor Steve Pannell 3355 Belvidere Road Park City, IL 60085	City of Waukegan Mayor Robert Sabonjian 100 N. Martin Luther King Jr. Ave. Waukegan, IL 60085	Bryan R. Winter, Attorney for ESDD 9 N. County Street Waukegan, IL 60085
With a copy to: Peter S. Karlovics City Attorney Law Offices of Rudolph F. Magna P.O. Box 705 Gurnee, IL 60031	With a copy to: Finn & Finn, Ltd. Corporation Counsel, City of Waukegan 128 N. West St. Waukegan, IL 60085	

9. **Entire Agreement.** This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the parties.

10. **No Third Party Beneficiaries.** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than WAUKEGAN, PARK CITY or

the DISTRICT, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

WAUKEGAN

DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PARK CITY

By: _____
Name: _____
Title: _____

THESE MINUTES ARE UNOFFICIAL
UNTIL APPROVED AS WRITTEN ___
OR APPROVED AS AMENDED ___ BY
THE CITY COUNCIL ON
_____.

The City of Park City held a special meeting on June 29, 2010 at City Hall, 3355 Belvidere Road, Park City, Illinois. Mayor Pannell called the meeting to order at 7:00 PM

Pledge of Allegiance:

ROLL CALL – City Clerk Roehr

Present: Mayor Pannell, Aldermen Telle, Dennis, Gilmore, Palmieri, Guerrero and Christensen
In Attendance: City Clerk; Beverly Roehr, City Treasurer Richard C. Roehr

OPEN TO THE PUBLIC:

None

OLD BUSINESS:

1. 2010-O-16 an ordinance approving an intergovernmental agreement between the City of Waukegan, East Skokie Drainage District, and the City of Park City for the maintenance of the Skokie Headwaters Wetlands

Motioned by Christensen and seconded by Telle to approve ordinance 2010-O-16

Ayes: 4 Aldermen: Telle, Dennis, Christensen and Mayor Pannell

Nays: 3 Aldermen, Gilmore, Palmieri, and Guerrero

Motion passed

ADJOURN:

Time: 7:07 p.m.

Voice Vote - Ayes: 6 Aldermen: Telle, Dennis, Gilmore, Palmieri, Guerrero and Christensen

Nays: 0

Motion passed.

Minutes taken by

City Clerk, Beverly Roehr

2010 Zoning Ordinances:

01/21/2010

2010-OZ-01 Approval of an ordinance amending Table 3 of Section 17.53.250 of the Park City Zoning Ordinance entitled "Parking and Loading Dimensions" to amend the maximum driveway width from 20 feet to 33 feet and to allow not more than two driveway entrances per frontage upon a public street.

03/18/2010

2010-ZO-02 Approval of an ordinance granting a conditional use permit for the construction, maintenance, and modification of a second cell tower on property located at 470 old Skokie Road in the City of Park City, County of Lake, State of Illinois.

2010 Resolutions:

03/04/2010

2010-R-01 Approval of a resolution reallocating the city of park city's \$594,810.00 in 2010 volume cap to the village of Buffalo Grove, Illinois

03/18/2010

2010-R-02 A resolution approving and adopting an identity theft prevention program.

05/06/2010

2010-R-03 a resolution guaranteeing that all work performed on Illinois Maintained Rights of Way will be completed in compliance with Illinois State specifications and that all Rights of Way will be properly restored.

06/17/2010

2010-R-04 Approval of IDOT Resolution of MFT & ITEP Expenditure for Greenleaf sidewalks in the amount of \$560,750.00

2010 Ordinances:

01/07/2010

2010-O-01 Approval of an ordinance approving a building permit fee schedule for the City of Park City

2010-O-02 Approval of an ordinance amending Section 2.58.020 of the Park City Municipal Code pertaining to hours of

03/04/2010

2010-O-03 Approval of an ordinance adopting the 2003 international residential code and making amendments thereto

2010-O-04 Approval of an ordinance accepting perpetual and storm water management easements granted to the City of Park City by JLB LLC and Ron A. Albers for property located at 3413 Washington Street and 3435 Washington Street in Park City, Illinois

2010-O-05 Approval of an ordinance authorizing the sale of surplus property consisting of one 2005 Chevy Impala and one 1996 Ford Explorer

03/18/2010

2010-O-06 Approval of an ordinance creating chapter 2.31 of the Park City Municipal Code to provide for the Office of Building Commissioner and Manufactured Home Inspector, and creating section 15.04.055 of the Park City Municipal Code providing for the duties and tasks of the Office of Manufactured Home Inspector.

03/25/2010

2010-O-07 Approval of an ordinance amending the parking regulations contained within the Park City Municipal Code to prohibit parking on the east and west side of Bryn Mawr Avenue from the south line of Lake Park Avenue to the north line of Cornell Avenue.

04/01/2010

2010-O-08 Approval of an ordinance amending the Park City Municipal Code to eliminate provisions pertaining to the three and one half percent cost of living increase for Park City appointed officers and employees for fiscal year 2010-2011

2010-O-09 Approval of an ordinance adopting the 2006 International Property Maintenance code and making amendments thereto

04/15/2010

2010-O-10 Approval of an ordinance amending section 15.08.020 of the Park City Municipal Code entitled "Escrow of Fund" to provide for an administrative fee of 2.5% of escrow amount deposited.

2010-O-11 Approval of an ordinance repealing section 2.04.090 of the Park City Municipal Code entitled "City Council Employment Review Committee"

05/06/2010

2010-O-12 an ordinance amending the parking regulations contained within Section 10.40.010 of the Park City Municipal Code to allow parking on the west side and continuing to prohibit parking on the east side of Bryn Mawr avenue from the south line of Lake Park Avenue to the north line of Cornell Avenue

2010-O-13 approval of an ordinance approving a modification of the Extension of Agreement between the City of Park City and Map Chapter #492

06/03/2010

2010-O-14 An ordinance ascertaining the prevailing rate of wages for laborers, workmen and mechanics employed in public works of this public body.

06/17/2010

2010-O-15 approval of an ordinance approving a modification and extension of Intergovernmental Agreement between Warren Township and the City of Park City, Illinois regarding the Teen Center

06/29/2010- special meeting

2010-O-16 an ordinance approving an intergovernmental agreement between the City of Waukegan, East Skokie Drainage District, and the City of Park City for the maintenance of the Skokie Headwaters Wetlands