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LOVES PARK CITY COUNCIL AGENDA–JUNE 10, 2019- 6 P.M.
AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,
LOVES PARK, 61111

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman John Pruitt followed by the Pledge of Allegiance.**

- III. ROLL CALL**

- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**

- V. COMMUNICATIONS, MAYOR’S REPORT AND ANNOUNCEMENTS**
 - 1. Proclamation for “Help Me Play Month”.**

- VI. APPROVE PAYMENT OF BILLS**

- VII. OFFICER’S REPORTS**
 - 1. Public Safety**
 - 2. Public Works**

- VIII. COMMITTEE REPORTS**
 - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
 - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
 - 3. Public Works/Schlensker (Street, Water & Utilities)**
 - 4. Codes and Regulations/Peterson (Ordinances & Licenses)**
 - 5. Community Development/Frykman (Development, Planning, Zoning, Annexation, Building & Drainage)**

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the City of Loves Park to enter into an Intergovernmental Agreement with the Rockford Mass Transit District for fixed route and paratransit service.**
- 2. Resolution authorizing the Director of Community Development to sign contract with Ringland-Johnson Construction for the expansion of Fire Station #2.**
- 3. Motion to approve a Special Event Permit for the Bullpen Bar & Slots, 6450 E. Riverside Blvd., to have a grand opening event on June 29, 2019 from 8:00 a.m. to 2:00 a.m., with the condition that the amplified music be done by 5:00 p.m.**

XII. ORDINANCES 2ND READING

- 1. Ordinance authorizing the disposal of surplus personal property owned by the City of Loves Park.**

XIII. ORDINANCES 1ST READING

- 1. Ordinance approving a Class B Liquor License for Costco Wholesale #1353.**
- 2. Ordinance providing for the placing of stop signs to create a four-way stop at East Drive and Clifford Avenue.**
- 3. Ordinance establishing no parking on the North side of Broadcast Parkway between Riverhawk Drive and Sparrowhawk Drive.**
- 4. Ordinance establishing no parking on the North side of Clifford Avenue between Dale Avenue and Garden Plain Avenue.**

XIV. PUBLIC COMMENT

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT



CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, June 3, 2019

Loves Park City Hall

Mayor Gregory Jury called the meeting to order at 6:00 p.m.

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

Present: Mayor Gregory Jury

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

Absent: Alderman Nancy Warden

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 05/28/19
The Journal of Proceedings for the regular meeting of May 28, 2019, was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Pruitt. Motion carried. 7 Ayes (Aldermen Jacobson, Puckett, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Warden) 1 Present (Aldermen Allton, Little) 1 Abstain (Alderman Allton)
2. SEP/Bullpen Bar & Slots Grand Opening Request
Received a Special Event Permit application from the Bullpen Bar and Slots, 6450 E. Riverside Blvd., to hold a grand opening Saturday, June 29, 2019, from 8:00 a.m. to 2:00 a.m. with amplified music. Referred to Alderman Peterson of the Codes and Regulations Committee.
3. Water Department Bills
Alderman Jacobson presented the Water Department bills dated May 28, 2019 in the amount of \$36,045.78, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Warden)
4. General Fund Bills
Alderman Jacobson presented the General Fund and all other bills dated May 28, 2019, in the amount of \$178,901.60, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Warden)
5. Public Safety Report
Alderman Schlensker presented the Police Department Report dated June 3, 2019; to be placed on file.
6. Public Works Report
Alderman Schlensker presented the Water Department Report dated June 3, 2019; presented the Street Department Report dated June 3, 2019, to be placed on file.
7. Finance & Administration Committee
Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated June 3, 2019 in the amount of \$241,627.12, for consideration at next week's city council meeting; presented the minutes from the committee meeting held May 28, 2019, to be placed on file.

- 8. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated June 3, 2019 in the amount of \$75,531.79, for consideration at next week’s city council meeting.

- 9. IML Conference Registration Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the City Treasurer is hereby authorized to pay the Illinois Municipal League for conference and hotel reservations for interested Loves Park city officials to attend the 2019 Illinois Municipal League Conference in Chicago, IL September 19-21, 2019. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Warden)
RESOLUTION NO. 19-046

- 10. 1st Reading
Disposal Of Surplus Property Alderman Jacobson presented for first reading an ordinance authorizing the disposal of surplus personal property owned by the City of Loves Park, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Allton, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) 1 Absent (Alderman Warden)
Laid over

- 11. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:07 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

Community Development:	Following Council Meeting 6:15 p.m.
Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.
Zoning Board of Appeals:	3 rd Thursday of the Month 5:30 p.m.



CITY OF LOVES PARK

100 HEART BOULEVARD
LOVES PARK, ILLINOIS 61111
815-654-5030 • Fax: 815-633-2359

Gregory R. Jury, *Mayor* • Robert J. Burden, *City Clerk* • John C. Danielson, *City Treasurer*

PROCLAMATION

WHEREAS, for 110 years, the Rockford Park District has been introducing youth recreation;
and

WHEREAS, the Rockford Park District is grounded in the principle that quality youth programs
and opportunities:

- Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and leadership skills
- Build a stronger community by involving mentors in the lives of young people, thereby promoting positive relationships among youth, families and adults; and
- Keep our youth active and safe, thereby decreasing juvenile crime; and

WHEREAS, more than 30,000 children are served each year through nearly 100 Rockford Park District youth programs; and

WHEREAS, it costs \$111,000 to confine 1 youth for one year in Juvenile Detention, therefore Rockford Park District's "Help Me Play" month of giving will bring awareness to their mission and commitment to raising \$ 111,000 to support and expand opportunities for our youth.

NOW, THEREFORE, I, Gregory R. Jury, as Mayor of the City of Loves Park, do hereby proclaim the month of July, 2019 to be:

"HELP ME PLAY MONTH"

in Loves Park, and encourage all residents to recognize that every child needs access to a safe engaging place for youth programs and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Loves Park to be affixed this 10th day of June, 2019.



Gregory R. Jury

Mayor Gregory R. Jury

Robert J. Burden

Attest: Robert J. Burden, City Clerk

"The City with a Heart"



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 06/10/2019

Subject: Police Activity Report

Police activity report for the week of 05/26/2019 through 06/01/2019

Calls for Service 514

Total Number of Arrests 230

Accidents 13

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

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

Submitted by: Shannon Messinger
Street Department Manager

Week of June 3, 2019 thru June 10, 2019

Previous week's activity:

1. Filled potholes.
2. Continued mowing.
3. Saw cut upcoming concrete repairs.
4. Took down flags along N2nd.
5. Picked up and put away barricades for the parade.
6. Worked on equipment in the shop.

Proposed work:

1. We will be crack filling for the next two weeks. With flaggers this takes a crew of 6.
2. Continue mowing.
3. Start mowing with the tractor.
4. Continue working on equipment in the shop.
5. Fill potholes.
6. Start replacing street name sign in Alpine Valley and Pebble Creek subdivisions.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **5/29/19-6/5/19**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Continued radio read meter installation
3. Continued Rehabilitation work on well #6
4. Continue annual water main flushing program
5. Continue Replumbing HMO skid at well #6

Work anticipated for this week:

1. Continue radio read meter installation
2. Continue Rehabilitation work on well #6
3. Continue annual water main flushing
4. Finish Replumbing HMO skid at well #6

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
JUNE 10, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD JUNE 3, 2019**
- 4. ITEMS FOR CONSIDERATION**
 - A. Discussion regarding a funding request from the Ski Broncs Water Ski Show Team.**
 - B. Resolution authorizing the Director of Community Development to sign a contract with Ringland-Johnson Construction for the expansion of Fire Station #2.**
 - C. Resolution authorizing the City of Loves Park to enter into an Intergovernmental Agreement with the Rockford Mass Transit District for fixed route and paratransit service.**
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: June 3, 2019

CALLED TO ORDER: 5:30 P.M.

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

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

MINUTES APPROVAL: May 28, 2019

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

ITEMS FOR CONSIDERATION

1. Discussion regarding the bids received for the fire station.
2. Resolution authorizing the City Treasurer to pay the Illinois Municipal League for conference and hotel reservations for interested city officials to attend the 2019 Illinois Municipal League Conference in Chicago, IL.

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

3. Ordinance authorizing the disposal of surplus personal property owned by the City of Loves Park.

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

4. List of Bills: No questions or concerns.

5. Adjournment.

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

Adjournment: 5:51 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
June 10, 2019
5:15 P.M.
City Council Chambers**

I. Approval of Minutes

- a. Approval of Minutes from the May 28, 2019 meeting.

II. Resolutions & Ordinances

- a. Ordinance for No Parking zone on a portion of Broadcast Parkway(Recommendation – Approval)
- b. Ordinance for No Parking zone on a portion of Clifford Avenue (Recommendation – Approval)
- c. Ordinance for a fourway stop intersection at Clifford Ave & East Drive (Recommendation – Denial)

III. Project Updates/Directors Report:

IV. General Discussion/Public Comment

- a. Discussion regarding trees in the right-of-way

V. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: May 28, 2019

CALLED TO ORDER: 5:00 P.M.

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

MEMBERS ABSENT:

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

APPROVAL OF MINUTES: May 6, 2019

Ald. Jacobson moved to approve said motion. Second by Ald. Holmes

Motion carried 4 ayes – 0 nays

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

1. A resolution was discussed authorizing the Street Department Manager to hire AA&P Concrete for sidewalk & Curb replacement.
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 4 ayes – 0 nays

2. A resolution was discussed authorizing the Street Department Manager to purchase a 2009 International 7400 Single Axle Plow.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

3. A resolution was discussed authorizing the Street Department Manager to purchase a 2019 F-Series 250 SD.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

4. A resolution was discussed authorizing the Water Department Manager to hire Water Well Solutions to make necessary repairs to pumping equipment at well #6. 250 SD.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:17 p.m.; seconded by Alderman Pruitt
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE

City of Loves Park
Finance and Administration

By Alderman Jacobson

Resolution No.

Date: June 10, 2019

Department: Community Development

RESOLVED, that by the adoption of this resolution,

Mayor Gregory R. Jury is authorized to enter into an Intergovernmental Agreement with the Rockford Mass Transit District for fixed route and paratransit service for the City of Loves Park for a period of time from July 1, 2019 to June 30, 2020. Estimated cost for service is Two Hundred Seventy Thousand Three Hundred Eighty Nine Dollars (\$270,389.00) for fixed route service, and Fifty Four Thousand Seven Hundred Forty Four Dollars (\$54,744.00) for paratransit service.

A copy of the Agreement is attached hereto and made a part of this Resolution.

Gregory Jury – Mayor

Ald. John Jacobson - Chairman

Ald. Mark Peterson – Vice Chairman

Ald. Charles Frykman

Attest: Robert J. Burden, City Clerk

Ald. John Pruitt

Motion:

Second:

Voting:

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE
PARATRANSIT AND FIXED ROUTE SERVICE
TO THE CITY OF LOVES PARK, ILLINOIS**

This Intergovernmental Agreement to provide Paratransit and Fixed Route Service to the City of Loves Park, Illinois (Agreement) is made and entered into this 1st day of July, 2019 by and between the Rockford Mass Transit District, a local Mass Transit District organized and existing pursuant to the Illinois Local Mass Transit District Act (RMTD), and the City of Loves Park, a municipality organized and existing pursuant to the Illinois Municipal Code (City).

WHEREAS, City falls within (or will be annexed into) RMTD's service area; and

WHEREAS, City desires to procure certain Fixed Route and Paratransit mass transportation services from RMTD on the terms and conditions stated herein; and

WHEREAS, RMTD desires to provide certain Fixed Route and Paratransit mass transportation services to City on the terms and conditions stated herein; and

WHEREAS, City and RMTD are authorized by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5 and Section 10, Article VII of the Illinois Constitution, to contract with each other to provide these services;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

1. Term. Subject to and upon the terms and conditions set forth herein, this Agreement shall begin on July 1, 2019 (the "Effective Date"). The Agreement will continue for a one-year term, and will continue year to year thereafter, unless either party provides 120 day's prior notice in writing of its intent to terminate this Agreement prior to the anniversary date of the Agreement.

2. Fixed Route Services.

2.1. Fixed Route. RMTD will provide fixed route mass transit services to the City of Loves Park as described on Attachment A, which is incorporated herein (the Fixed Route).

2.2. Weekday Service Hours. Services will be provided on the Fixed Route each Monday through Friday during the term of this Agreement Monday thru Friday 5:15 a.m. until 6:15 p.m.

2.3. Saturday Service Hours. Services will be provided on the Fixed Route each Saturday during the terms of this Agreement from 5:45 a.m. until 5:45 p.m.

2.4. Holidays Excluded. Notwithstanding any other provision of this Agreement, RMTD shall not provide Fixed Route services on any of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day.

2.5. Fixed Route Ticket and Pass Sales.

a. Consignment Ticket Sales. RMTD agrees that City may permit third parties to sell tickets, but City agrees that it shall at all times be responsible for the tickets. Upon the termination or expiration of this Agreement, City shall return to RMTD all unsold tickets and the full face value of all tickets sold on consignment and not previously paid to RMTD. No ticket shall be sold, given, or otherwise transferred to any person at any price less than that set by RMTD without RMTD's prior written permission.

b. Consignment Tickets. City may order tickets to be sold on consignment during the term of this Agreement by placing a telephone order with RMTD's Operations Office. RMTD shall deliver such tickets to City in exchange for the full face value of all tickets being replaced.

2.6. Reimbursement for Fixed Route Services. City will reimburse RMTD for its Actual Net Cost of providing mass transit services on the Fixed Route, plus Fixed Route Incidental Costs. For purposes of this Agreement, the term "Fixed Route Incidental Costs" shall mean costs such as printed schedules and advertising which are utilized only in connection with the Fixed Route, and not in connection with any of RMTD's other services.

a. Calculation of Actual Cost. The parties agree that the RMTD's Actual Cost of providing Fixed Route Services pursuant to this Agreement shall be calculated in accordance with the methodology described on Attachment B. The parties agree that expenses shall be allocated to the accounts identified on Attachment B in accordance with RMTD's usual and customary accounting practices.

b. Calculation of Actual Net Cost. RMTD's Actual Net Cost of providing services on the Fixed Route shall consist of its Actual Cost, minus: 1) funding received by the State of Illinois which is specifically designated to support services on the Fixed Route (if any) and 2) all farebox collections on the Fixed Route.

c. Monthly Payment of Pro Rated Estimated Actual Net Cost. The parties agree that a reasonable estimate of the Actual Net Cost of providing services on the Fixed Route during the term of this Agreement is \$270,389.00. During the term of this Agreement, City agrees to pay RMTD each month one-twelfth of this estimated Actual Net Cost. Accordingly, City shall pay to RMTD the amount by the fifth calendar day of each month, and RMTD shall not be required to invoice or otherwise bill for these amounts. RMTD shall bill the City for all Fixed Route Incidental Costs as they are incurred, and the City shall pay such invoices within 30 days of their receipt.

d. Reconciliation, Adjustments, and Access to Records. Within 90 calendar days of the end of the term of this Agreement, RMTD shall calculate and provide to City, in writing, its Actual Net Cost of providing services on the Fixed Route during the entire term of this Agreement. If RMTD's Actual Net Cost was less than the payments received from City pursuant to section 2.6.c herein, RMTD shall include with its notice a check for the amount of such difference. If RMTD's Actual Net Cost exceeded the payments received from City

pursuant to section 2.6.c herein, City shall pay to RMTD the amount of such difference within 30 calendar days of receiving RMTD's notice of Actual Net Cost. City shall, upon reasonable notice and during normal business hours, have full access to RMTD's books and records relevant to the calculation of its Actual Net Cost (including ridership records and farebox collection records).

2.7. Transfer Points. The Fixed Route will include transfer points as illustrated on the Route Schedule and Map attached to this Agreement.

2.8. Fixed Route Fare. The rider fare for the Fixed Route shall be the amount shown on Attachment A, which is incorporated herein. Such fare shall remain in effect through the term of the Agreement, provided, however, that RMTD may increase the fare by the same percentage increase as any general fare increase instituted by RMTD during the term of this Agreement for fixed route service in its other service areas.

3. Paratransit Services

3.1. General. During the term of this Agreement, RMTD shall provide paratransit services to eligible individuals on those dates on which RMTD provides Fixed Route services in accordance with Section 2.

3.2. Eligibility for Services. In order to be eligible for paratransit services pursuant to this Agreement, an individual must: 1) reside within the corporate boundaries of the City; 2) require paratransit services for a trip which begins and ends within RMTD's current service area (consisting of Rockford, Loves Park, and Machesney Park); 3) fall within one of the three eligibility categories for paratransit services delineated in Section 37.123 of the United States Department of Transportation Americans with Disabilities Act--Transportation Regulations, 49 C.F.R. ' 37.123; and 4) be Nonambulatory (or be the associate of a Nonambulatory individual). For purposes of this Agreement, the term Nonambulatory shall refer to an individual who cannot board a bus without the assistance of a vehicle lift, and the term Ambulatory shall refer to individuals who are capable of boarding a bus without the assistance of a vehicle lift. For purposes of this Agreement, individuals will also be considered to be eligible who may be Nonambulatory in certain contexts and Ambulatory in others (for instance, individuals who are Ambulatory on one part of a two-way trip and Nonambulatory on the other part, or individuals who are Ambulatory only in certain types of weather).

3.3. Eligibility Determinations. The City shall require each potentially eligible individual who desires paratransit services to submit to it a request for a determination of paratransit services eligibility. The City shall submit to RMTD an eligibility form for each such individual, in the form attached hereto as Attachment C which is incorporated herein. RMTD shall review such eligibility forms, shall determine whether each such individual is eligible for paratransit services pursuant to this Agreement, and shall notify the City of each such determination.

If RMTD notifies City that it has determined an individual to be ineligible for paratransit services, the City may, at its option, request in writing that such individual be considered eligible for paratransit services. RMTD shall provide paratransit services to each such individual, and the City hereby agrees to reimburse RMTD its Actual Net Cost of doing so in accordance with

section 3.6.

3.4. Paratransit Services to Ambulatory Individuals.

a. Good Faith Best Efforts To Find Alternative Service Provider for Ambulatory Individuals. The parties agree and acknowledge that it was not the primary intent of the parties for RMTD to provide paratransit services pursuant to this Agreement to Ambulatory individuals, regardless of whether such individuals otherwise fall within one of the categories of eligibility described in Section 37.123 of the DOT Americans with Disabilities Act-Transportation Regulations. City agrees to continue to use its good faith best efforts to enter into contracts with third parties to provide such services to it.

b. Limited Agreement to Provide Service. During periods in which City is unable to contract with a third party to provide paratransit services to Ambulatory individuals, RMTD agrees to provide such services to the extent of its capacity to do so and meet its current service obligations, all subject to the following:

i. City agrees and acknowledges that it remains responsible for ensuring that services are provided to all Ambulatory individuals who are entitled to such services. City shall defend and hold RMTD harmless from and against any failure to provide services to such an individual where the failure to provide services results from RMTD's inability to provide such services while meeting its service obligations to its other service areas.

ii. For each month in which RMTD provides paratransit services to Ambulatory individuals, City shall pay RMTD's Actual Net Cost of providing such services, calculated in accordance with the methodology set forth in paragraph 3.6. In addition, if RMTD cannot provide such services with its current resources, and if the parties agree in advance that RMTD shall provide such services by increasing its resources, City shall also reimburse RMTD on a monthly basis for its additional fixed costs incurred in order to provide such additional services. For instance, if RMTD cannot provide such services without hiring additional personnel, City shall reimburse RMTD each month for its actual cost of hiring and employing such additional personnel.

c. Agreement Regarding Capital Expenditures. If RMTD is unable to provide paratransit services to Ambulatory individuals because of insufficient equipment, it shall notify City of such fact. If the parties then agree that RMTD should acquire additional equipment in order to provide services, a charge for such equipment shall be included in the fixed costs described in paragraph 3.4.b.ii. above. In addition, if RMTD acquires equipment in accordance with this paragraph 3.4.c., and either City subsequently contracts with a third party to provide paratransit services to Ambulatory individuals or this Agreement is terminated for any reason, City shall pay RMTD the difference between RMTD's actual cost of such equipment (not including amounts funded by federal or state agencies) and the amounts allocated to the fixed costs paid by the City prior to such change in service or termination.

3.5. Request for Services. Individuals who have been determined to be eligible for paratransit services pursuant to this Agreement may order paratransit services from RMTD in accordance with RMTD's policies and procedures applicable to paratransit services. Such policies and procedures shall be provided to each individual who is determined to be eligible for

these services pursuant to Section 3.3.

3.6. Reimbursement for Paratransit Services. City will reimburse RMTD for its Actual Net Cost of providing the paratransit services described herein plus Paratransit Incidental Costs. For purposes of this Agreement, the term "Paratransit Incidental Costs" shall mean costs such as printed schedules and advertising which are utilized only in connection with the paratransit services provided pursuant to this Agreement, and not in connection with any of RMTD's other services.

a. Calculation of Actual Cost. The parties agree that the RMTD's Actual Cost of providing paratransit services pursuant to this Agreement shall be calculated on a per trip basis in accordance with the methodology set forth in Attachment D, which is incorporated herein. The parties agree that expenses shall be allocated to the accounts identified on Attachment D in accordance with RMTD's usual and customary accounting practices.

b. Calculation of Actual Net Cost. RMTD's Actual Net Cost of providing paratransit services shall consist of its Actual Cost, minus funding received by the State of Illinois which is specifically designated to support such paratransit services, and minus all farebox collections (consisting of cash and paratransit tickets deposited in the farebox). RMTD shall bill the City for all Paratransit Incidental Costs as they are incurred, and the City shall pay such invoices with 30 days of their receipt.

c. Monthly Payment of Pro Rated Estimated Actual Net Cost. The parties agree that a reasonable estimate of the Actual Net Cost of providing Paratransit Services during the term of this Agreement is \$54,744.00. During the term of this Agreement, City agrees to pay RMTD each month one-twelfth of this estimated Actual Net Cost. Accordingly, City shall pay to RMTD the amount within fifteen calendar days of the preceding month.

d. Reconciliation, Adjustments, and Access to Records. Within 90 calendar days of the end of the term of this Agreement, RMTD shall calculate and provide to City, in writing, its Actual Net Cost of providing paratransit services during the entire term of this Agreement. If RMTD's Actual Net Cost is less than the payments received from City pursuant to section 3.6.c herein, RMTD shall include with its notice a check for the amount of such difference. If RMTD's Actual Net Cost exceeds the payments received from City pursuant to section 3.6.c herein, City shall pay to RMTD the amount of such difference within 30 calendar days of receiving RMTD's notice of Actual Net Cost. City shall, upon reasonable notice and during normal business hours, have full access to RMTD's books and records relevant to the calculation of its Actual Net Cost.

3.7. Consignment Paratransit Tickets. RMTD agrees that City may permit third parties to sell tickets, but City agrees that it shall at all times be responsible for the tickets. Upon the termination or expiration of this Agreement, City shall return to RMTD all unsold tickets and the full face value of all tickets sold on consignment and not previously paid to RMTD. No ticket shall be sold, given, or otherwise transferred to any person at any price less than that set by RMTD without RMTD's prior written permission. City may order tickets to be sold on consignment during the term of this Agreement by placing a telephone order with RMTD's Operations Office. RMTD shall deliver such tickets to City in exchange for the full

face value of all tickets being replaced.

3.8. Fares for Paratransit Services. The rider fare for paratransit services shall be the amount shown on Attachment E, which is incorporated herein. The amounts shown on Attachment E shall be the fare for each one-way trip. Such fare shall remain in effect through the term of the Agreement, provided, however, that RMTD may increase the fare by the same percentage increase as any general fare increase instituted by RMTD during the term of this Agreement for paratransit services in its other service areas.

4. Contingencies and Termination.

4.1. State Funding. The parties acknowledge that RMTD has submitted its Fiscal Year Operating Budget to request that the State of Illinois provide funding which would cover approximately 65 percent of RMTD's Actual Cost of providing the Fixed Route Services and paratransit services covered by this Agreement. The parties further acknowledge that such Operating Budget has not been formally approved by the State of Illinois. The parties hereby agree that, in the event the State denies the requested Operating Budget, RMTD shall, as soon as practicable, notify City of that fact, and: 1) City shall remain obligated to pay RMTD its Actual Cost of providing Fixed Route Services and paratransit services plus incidental costs such as printed schedules and advertising media (minus farebox collections and ticket sales) up to the date of such notice; and 2) City shall have the option of immediately terminating this Agreement by giving RMTD 30 days written notice as provided in Section 4.2.

4.2. Termination. Either party may terminate this Agreement before its expiration by giving the other party thirty calendar days notice, in writing, before such early termination date.

5. RMTD Policies and Procedures. Each rider who is provided services by RMTD pursuant to this Agreement shall be required to comply with those policies and procedures applicable to riders in RMTD's other service areas.

6. Coordination and Communication. The parties agree to cooperate to attempt to resolve any issues arising under this Agreement in an informal and expedient manner. City agrees that it will discuss any issues relating to the Fixed Route Services provided pursuant to this Agreement first with RMTD's Operations Manager, and that it will discuss any issues relating to the paratransit services to be provided pursuant to this Agreement first with RMTD's Paratransit Coordinator. RMTD agrees that it will discuss any issues arising pursuant to this Agreement first with the City Mayor, or the Mayor's successor. Either party may designate a different individual for coordination at any time during the term of this Agreement.

7. **Billing and Notice Addresses**

7.1. RMTD shall submit all invoices and bills to:

City of Loves Park
Attn: Accounts Payable
City Hall
100 Heart Blvd.
Loves Park, IL 61111

7.2. City shall submit all payments to:

Rockford Mass Transit District
Attn: Finance Department
520 Mulberry Street
Rockford, IL 61101-1016

7.3. Any other notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered or transmitted by telephone facsimile or sent by registered or certified mail, postage prepaid, as follows:

If to RMTD:

Mr. Michael J. Stubbe
Executive Director
Rockford Mass Transit District
520 Mulberry Street
Rockford, IL 61101-1016
Telefax No.: (815) 961-9892

If to City:

Mr. Greg Jury
Mayor
City of Loves Park
City Hall
100 Heart Blvd.
Loves Park, IL 61111
Telefax No.: (815) 633-2359

Personally delivered notices shall be effective upon receipt. Facsimile messages shall be effective upon their error-free transmission, as verified by the sender's transmission or activity

report. Mailed notices shall be effective three business days after mailing, as shown by the post office receipt. Any party may change a party or address for receiving notice by written notice given to the other party.

8. Miscellaneous.

8.1. Force Majeure. RMTD shall be excused from providing services pursuant to this Agreement during any period in which it is prevented from doing so by events beyond its control, including, but not limited to, natural disasters, acts of God, labor unrest, and road conditions which make mass transit unsafe or infeasible to operate. City may terminate this Agreement if RMTD is unable to provide services because of such event(s) for a period exceeding five consecutive days.

8.2. Remedies. In the event of a breach of this Agreement, the non-breaching party may seek any remedy available to it in law or equity and, if successful, the breaching party shall be liable to the non-breaching party for all costs incurred by it in enforcing this Agreement, including reasonable attorney's fees.

Rockford Mass Transit District,
an Illinois Municipal Corporation

By: _____
Date: _____

City of Loves Park

By: _____
Date: _____

ATTACHMENT A

FIXED ROUTE INFORMATION & RIDER FARE FOR FIXED ROUTE

(PLEASE REFER TO THE NEXT PAGE)

ATTACHMENT B

COST OF FIXED ROUTE SERVICES

(PLEASE REFER TO THE NEXT PAGE)

**ROCKFORD MASS TRANSIT DISTRICT (RMTD)
LOVES PARK (LP) - SUBSIDY CALCULATIONS - BUDGET
FISCAL YEAR ENDING JUNE 30, 2020**

RMTD - (FIXED ROUTE COST ONLY)

Hourly Costs	5,524,336.00
Mileage Costs	3,533,499.00
Fixed Cost	4,460,613.00
	13,518,448.00

RMTD

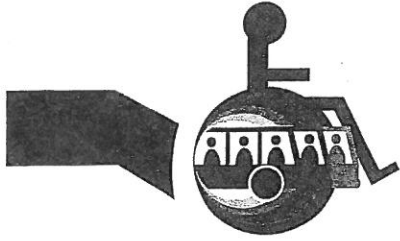
Projected Hours	96,574.00	\$ per hour -	57.20313956
Projected Miles	1,204,941.00	\$ per mile -	2.932507899
Fixed Cost:		FACTOR (FC/(H+M))	0.49245907
		\$ per hour(incl. fixed\$)	85.37334447
		\$ per mile(incl. fixed\$)	4.376648011

		Mile/Hour	Mile/Hour/Fixed		
FIXED ROUTE LOVES PARK (SS1250)					
Hours Operated	5,711.80	\$326,733.00	\$487,635.00		
Miles Traveled	83,375.14	244,498.00	364,904.00		
		\$571,231.00	\$852,539.00		
			554,150.00	Less: State %	65%
			\$298,389.00		
Burdened Cost Per Hour	\$139.98		28,000.00	Less: Farebox%	
			\$270,389.00		
			0.00	Less: Amt Prev Billed to LP	
			\$270,389.00	Amt Due From / (To) LP	

ATTACHMENT C

ELIGIBILITY FORM

(PLEASE REFER TO THE NEXT PAGE)



ROCKFORD *ParaTransit*

NEW APPLICATION

RENEWAL

Thomas P. McNamara
Mayor

Herbert L. Johnson
Chairman

Stephen K. Ernst
Vice Chairman

David Sidney
Secretary/Treasurer

Michael J. Stubbe
Executive Director

Please type or print clearly. Incomplete or illegible applications will be returned.

Mission Statement

The Rockford Mass Transit District is dedicated to providing safe, efficient, affordable, dependable and accessible transportation to the residents of Rockford and the surrounding area.

NOTICE: To be considered eligible for Paratransit services, applicants **MUST** meet the minimum criteria according to the American's with Disabilities Act (ADA) of 1990. Paratransit service compliments the same area and hours of the Rockford Mass Transit fixed route bus system.

CERTIFICATION OF ELIGIBILITY FOR ADA PARATRANSIT SERVICES

www.RMTD.org

Title: Mr. Ms. Miss. Mrs.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone (Home): _____ (Cell): _____ (Other): _____

Date of Birth: _____ Age: _____ Male Female

Primary Language: English Spanish ASL Other: _____

1) Do you have a disability that significantly impact your ability to independently board, ride or disembark the Rockford Mass Transit District's fixed route busses?

Yes (If checked, mark the general condition)

Physical

Behavioral

Developmental

Other (Please explain)

Visual

Hearing

No

2) Is this disability temporary? Yes No Unknown

If yes or unknown, explain _____

3) Which of these mobility aids or equipment do you use? (Check all that apply)

None

Cane

Walker

Manual Wheelchair

Leg Braces

White Cane

Powered Wheelchair

Knee Scooter

Alphabet Board

Mobility Scooter

Crutches

Picture Board

Service Animal

Portable Oxygen

4) Are there any external/environmental conditions (such as extreme hot or cold weather) which limit your ability to use fixed route service?

Yes

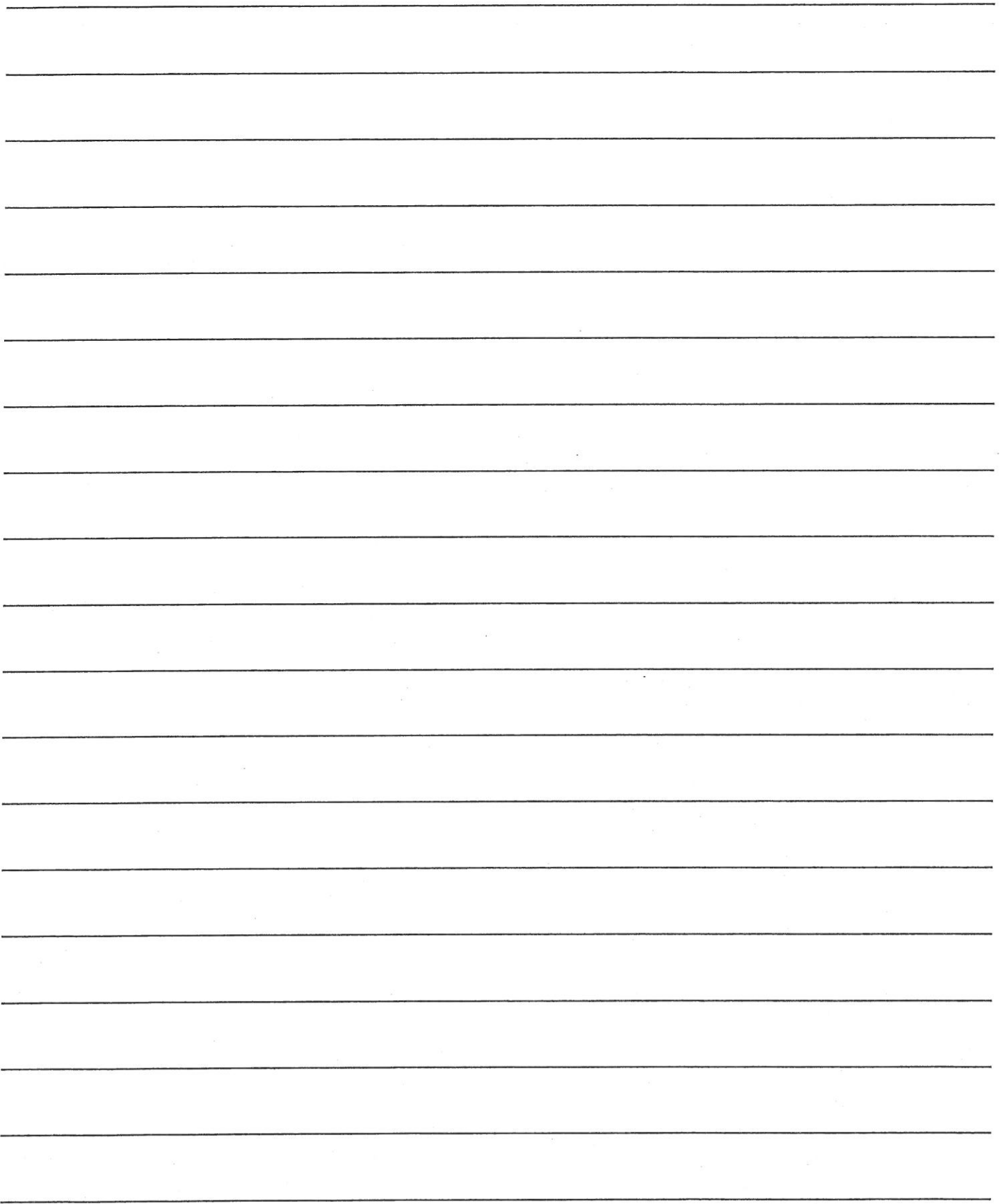
No

If yes, explain: _____

5) Please mark ALL the disabilities that significantly affect your ability to ride the fixed route bus:

- | | | |
|---|--|--|
| <input type="checkbox"/> AIDS/HIV | <input type="checkbox"/> Cystic Fibrosis | <input type="checkbox"/> Paraplegia |
| <input type="checkbox"/> Alzheimer's Disease | <input type="checkbox"/> Dementia | <input type="checkbox"/> Parkinson's Disease |
| <input type="checkbox"/> Amputation (specify):
_____ | <input type="checkbox"/> Depression | <input type="checkbox"/> Peripheral Vascular Disease |
| <input type="checkbox"/> Anxiety/Panic Attacks | <input type="checkbox"/> Diabetes (severe) | <input type="checkbox"/> Quadriplegic |
| <input type="checkbox"/> Arteriosclerosis | <input type="checkbox"/> Discoid Lupus | <input type="checkbox"/> Retinopathy |
| <input type="checkbox"/> Arthritis | <input type="checkbox"/> Emphysema | <input type="checkbox"/> Schizophrenia/
Schizoaffective |
| <input type="checkbox"/> Asthma | <input type="checkbox"/> Epilepsy (severe) | <input type="checkbox"/> Spina Bifida |
| <input type="checkbox"/> Autism Spectrum | <input type="checkbox"/> Heart Attack | <input type="checkbox"/> Stroke/Cerebral Trauma |
| <input type="checkbox"/> Cancer (specify):
_____ | <input type="checkbox"/> Traumatic Head Injury | <input type="checkbox"/> Systemic Lupus Erythematosus |
| <input type="checkbox"/> Cataracts | <input type="checkbox"/> Kidney Disease/
Dialysis | <input type="checkbox"/> Thrombosis (Chronic) |
| <input type="checkbox"/> Cerebral Palsy | <input type="checkbox"/> Legally Blind | <input type="checkbox"/> Totally Blind |
| <input type="checkbox"/> Congestive Heart Failure | <input type="checkbox"/> Macular Degeneration | <input type="checkbox"/> Other (Specify):
_____ |
| <input type="checkbox"/> Chronic Obstructive/
Pulmonary Disease (COPD) | <input type="checkbox"/> Intellectually Disabled | _____ |
| | <input type="checkbox"/> Multiple Sclerosis | |
| | <input type="checkbox"/> Muscular Dystrophy | |

The following page is to be used to describe, in detail, how each disability that has been marked significantly affects your ability to ride the fixed route bus. Please be thorough and specific.



6) Do you require a Personal Care Attendant (PCA) when you travel?

- Yes No Sometimes

7) What best describes your current living situation?

- 24 hour care or skilled nursing facility
- Assisted living facility
- I received assistance from someone that comes to my home to help with daily living activities
- I live with family members who help me
- I live independently, without the assistance of another person

8) How do you currently travel to your frequent destinations? (Check all that apply)

- I drive myself
- I take a taxi
- A friend or family member drives me
- Other (please specify): _____
- I take the bus

9) Could you ride the regular bus if there was a bus stop or bus route near your home?

- Yes No Sometimes

If no or sometimes, please explain: _____

10) How far is your residence from the nearest bus stop?

Number of blocks _____

OR

Number of miles _____

OR

I don't know

11) Have you ever used a fixed route bus?

Yes, I typically use the fixed route bus _____ times a week

Yes I did but stopped on _____ because of _____

No

12) If you are able to get on and off a bus, can you get to a seat or wheelchair position by yourself and ride the bus?

Yes

No

Sometimes

If no or sometimes (check all that apply):

_____ I have balance problems

_____ I need a seat nearest the door

_____ I have trouble finding a seat

_____ Other (please explain): _____

13) Can you transfer from one fixed route bus to another?

Yes

No

Sometimes

If no or sometimes, please explain: _____

14) If you are able to get on and off a fixed route bus, do you know where to get off or can you find out by yourself?

Yes

No

Sometimes

If no or sometimes, please check all that apply:

_____ I get confused and cannot remember where I am going

_____ I can if the stops are called out

_____ I probably could with training

_____ Other (please explain): _____

15) If you do not currently ride a RMTD fixed route bus, what might help you do so?

A communication aid

Route and schedule information

If someone would teach me how to travel on the bus

(Question continued on next page)

If the bus stops were closer to where I lived and where I need to go

Other (please explain): _____

None of these would help me

16) Can you ask for and follow written/oral instructions?

Yes

No

Sometimes

If no or sometimes, please select all that apply:

_____ I probably could with instruction

_____ I get confused

_____ Other people cannot understand me

_____ Other (please explain): _____

17) Are you able to get to and from the bus stops on your own?

Yes

No

Sometimes

If no or sometimes, please select all that apply:

_____ I feel unsafe traveling alone

(Question continued on next page)

_____ I probably could if someone showed me how

_____ I get confused and cannot find my way

_____ I cannot travel outside when it is too hot/cold

_____ I cannot cross busy streets and intersections

_____ I cannot get to places if there are no curb-cuts

_____ I cannot see well at night

_____ I do not want to take the bus

_____ Other (please explain): _____

18) How far can you travel on your own OR using your mobility aid?

- I cannot get outside my residence
- I can get to the curb in front of my residence
- I can get up to 3 blocks
- I can get up to 6 blocks
- I can get up to 9 blocks or more
- I do not want to travel

19) Can you wait 10 minutes for a fixed route bus at a bus stop?

(Question continued on next page)

- Yes Yes, but I don't want to wait that long No

If no, please explain: _____

20) Select the obstacles you experience when traveling to the nearest fixed route bus stop:

- | | |
|---|--|
| <input type="checkbox"/> Busy street to cross | <input type="checkbox"/> Distance |
| <input type="checkbox"/> Lack of curb cuts | <input type="checkbox"/> No sidewalk/sidewalk conditions |
| <input type="checkbox"/> Construction | Explain/specify: _____ |
| <input type="checkbox"/> Inclines | _____ |
| <input type="checkbox"/> No crosswalk light | <input type="checkbox"/> Other, explain/specify: _____ |
| <input type="checkbox"/> Time of day | _____ |

21) Do any of the listed conditions you described change from day to day in a way that affects your ability to use public transportation?

- Yes No

If yes, please explain in detail how: _____

22) Have you ever had any training to learn how to use the fixed route busses?

_____ Yes, I have learned the following (check all that apply):

- General bus travel
- How to get on or off the bus
- To travel to and from bus stops
- How to read bus schedules
- How to communicate with the drivers
- I started but did not finish the training
- I received training but want more so that I can travel
- To ride on specific bus route

Please list route(s): _____

_____ No but I would like training so that I can use fixed route busses

_____ I do not want to receive training

_____ I have not had any training but I am already using the fixed route busses

23) If available, do you want training or retraining to use fixed route busses?

_____ Yes, I want the following training if available (check all that apply):

- General travel information
- How to travel to and from bus stops

(Question continued on next page)

- How to read bus schedules
- How to communicate with drivers
- How to ask for help or say no when offered help
- How to ride on specific bus routes

Please list route(s): _____

_____ No, I do not want to receive training

_____ No, I do not think I can travel on fixed route busses, even with training

_____ I trained myself but would like an update on training.

Two (2) emergency contacts MUST BE listed. Your contact could be a family member or friend.

Contact one (1)

Name: _____

Phone Number: _____

Relationship to this person: _____

Contact two (2)

Name: _____

Phone Number: _____

Relationship to this person: _____

ROCKFORD PARATRANSIT APPLICANT AGREEMENT

By signing below, you authorize the release of any verification information to Rockford Paratransit or its representatives needed to evaluate your eligibility to receive Paratransit services

Please be advised that Rockford Paratransit will use your statements to determine your eligibility for paratransit services as provided by law. The statements contained herein are material to Rockford Paratransit's determination and Rockford Paratransit may act in reliance thereon.

Providing false information on this application to obtain, aid, or facilitate another in obtaining paratransit service violates United States Code Title 18, punishable by fines or imprisonment.

This form must be signed by the applicant or by the individual who has designated power of attorney, or is a legal guardian for the applicant. If the applicant is less than 18 years of age, a parent or legal guardian must sign this form. If the applicant is 18 years or older and you are signing as a power of attorney or legal guardian, you must include a copy of the authorizing document.

Applicant Designated Power of Attorney Legal Guardian

Print Applicant's Name: _____

Print Name of Who Completed Application, if Different than Above:

Phone Number: _____

Today's Date: _____ Date of Birth: _____

Signature: _____

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

The person(s) listed below is familiar with my disability and is authorized to provide information to Rockford Paratransit, in order to determine my qualifications for origin to destination services.

The medical professional listed below specializes in:
_____ Medical _____ Vision _____ Hearing _____ Cognitive/behavioral

Name of Professional _____

Agency/Clinic _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

The medical professional listed below specializes in:
_____ Medical _____ Vision _____ Hearing _____ Cognitive/behavioral

Name of Professional _____

Agency/Clinic _____

Address _____

City _____ State _____ Zip _____

Telephone Number _____

Applicant's Name (Print) _____

Applicant's Signature _____ Date _____

Parent/Legal Guardian's Name (Print) _____

Parent/Legal Guardian's Signature _____ Date _____

ATTACHMENT D

COST OF PARATRANSIT SERVICES

(PLEASE REFER TO THE NEXT PAGE)

**ROCKFORD MASS TRANSIT DISTRICT (RMTD)
LOVES PARK (LP) - SUBSIDY CALCULATIONS - BUDGET
FISCAL YEAR ENDING JUNE 30, 2020**

RMTD (PARATRANSIT ONLY)

Hourly Costs	2,487,839.00
Mileage Costs	1,387,220.00
Fixed Cost	726,195.00
	4,601,254.00

RMTD

Total Estimated Trips	132,830.00	Hourly cost/trip	18.72949635
		Mileage cost/trip	10.44357449

Fixed Cost:	FACTOR (FC/(H+M))	0.187402308
	Hourly cost/trip with fixed cost:	22.23944719
	Mileage cost/trip with fixed cost:	12.40072446

**PARATRANSIT
LOVES PARK (SP 1250)**

	6,000.00	Hour/Mile	Hour/Mile/Fixed		
		-	-		
		\$112,377.00	\$133,437.00	Hourly	
		62,661.00	74,404.00	Mileage	
Cost Per Trip	34.64	\$175,038.00	\$207,841.00		
			135,097.00	Less: State %	65%
			\$72,744.00		
			18,000.00	Less: \$ per trip	\$3.00
			\$54,744.00		
			0.00	Less: Amt Prev Billed to LP	
			54,744.00	Amt Due From / (To) LP	

ATTACHMENT E

RIDER FARE FOR PARATRANSIT SERVICES

(PLEASE REFER TO THE NEXT PAGE)

City of Loves Park
Finance and Administration

By Alderman Jacobson

Resolution No.

Date: June 10, 2019

Department: Community Development

Resolved by the adoption of this resolution, the Director of Community Development is authorized to sign a contract with Ringland-Johnson Construction, 1725 Huntwood Drive, Cherry Valley, IL 61016, for the expansion of Fire Station #2, consistent with the Request for Proposal (RFP) for the expansion of Fire Station #2, and their response thereto.

Gregory Jury – Mayor

Ald. John Jacobson - Chairman

Ald. Mark Peterson – Vice Chairman

Ald. Charles Frykman

Attest: Robert J. Burden, City Clerk

Ald. John Pruitt

Motion:

Second:

Voting:



OFFICE OF THE CITY CLERK
CITY OF LOVES PARK

100 HEART BOULEVARD • LOVES PARK, ILLINOIS 61111 • 815 / 654-5034 • Fax: 815 / 654-8660

Robert J. Burden, MMC, City Clerk

Fire Station Complex Bids

Rockford Structures

Pre Construction	\$25,000
Design	\$43,000
Build	8%

Sjostrom & Sons

Pre Construction	\$5,200
Design	\$45,000
Build	9.50%

Cord

Pre Construction	\$5,100
Design	\$54,200
Build	9.50%

Stenstrom

Pre Construction	\$5,000
Design	\$52,500
Build	10.20%

RJC

Pre Construction	\$7,900
Design	\$39,000
Build	9.85%

“The City with a Heart”

APPLICATION FOR SPECIAL EVENT PERMIT

CITY OF LOVES PARK
ROBERT J. BURDEN, CITY CLERK
100 HEART BLVD
LOVES PARK IL 61111

APPLICATION MUST BE SUBMITTED 30 DAYS PRIOR TO THE EVENT

DATE: 06-05-29-19

ESTIMATED NUMBER OF ATTENDEES: 150 FEE: _____
(OVER 500 ATTENDEES \$250.00)

NAME OF APPLICANT: The Bullpen Bar + Slots
ADDRESS: 6450 East Riverside
Loves Park IL 61111
City State Zip

PHONE NUMBER OF APPLICANT: 815 621 2517 CELL PHONE: _____

LOCAL BUSINESS ADDRESS OF APPLICANT: 6450 East Riverside
Loves Park IL 61111
City State Zip

FULL NAME OF LOCAL OR RESPONSIBLE AGENT: Joseph Gioacome
ADDRESS: 7418 Chucks Way
Loves Park IL 61111
City State Zip

PHONE NUMBER: 815 621 2517 CELL PHONE: _____

DATE(S) OF EVENT: 06-29-19 HOURS: 8AM - 2AM

LOCATION OF EVENT: The Bullpen Bar + Slots
ADDRESS: 6450 East Riverside Loves Park IL 61111

SITE PLAN SUBMITTED? YES NO
SITE PLANS ARE REQUIRED FOR ALL SPECIAL EVENT PERMIT APPLICATIONS

NUMBER OF PAVED PARKING SPACES AVAILABLE FOR THE EVENT: 40

HAS THIS EVENT BEEN HELD BEFORE? YES _____ NO HOW MANY YEARS? _____

IS THERE A REQUEST FOR ROAD OR LANE CLOSURE? Not on Main Entrance - Yes on Alley

DAY OF EVENT EMERGENCY CONTACT PHONE: 815 621 2517 DAY OF EVENT EMERGENCY CONTACT CELL PHONE: 815 621 2517

SALES TAX NUMBER (If applicable): 4299-6414

WILL ALCOHOL BE SERVED? YES NO

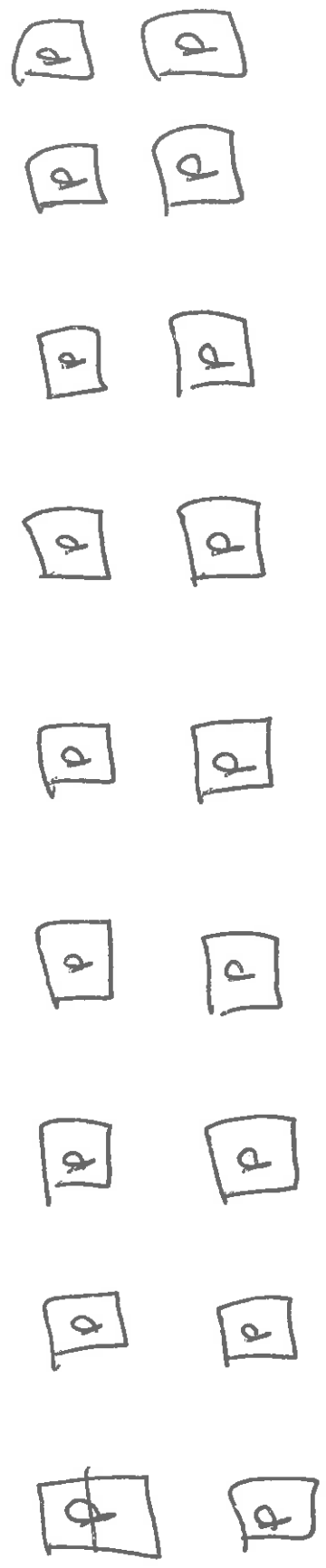
SECURITY PROVIDED BY (If necessary): NISIS - Northern ILLINOIS Security and Investigation Services

DESCRIBE PRIMARY ACTIVITIES OF EVENT: Grand Opening June 29th 2019.
Free giveaways, drink specials, food catering, Remote
Radio station host, tent set up in side Alley with security for
id checks

RG
Signature of Applicant

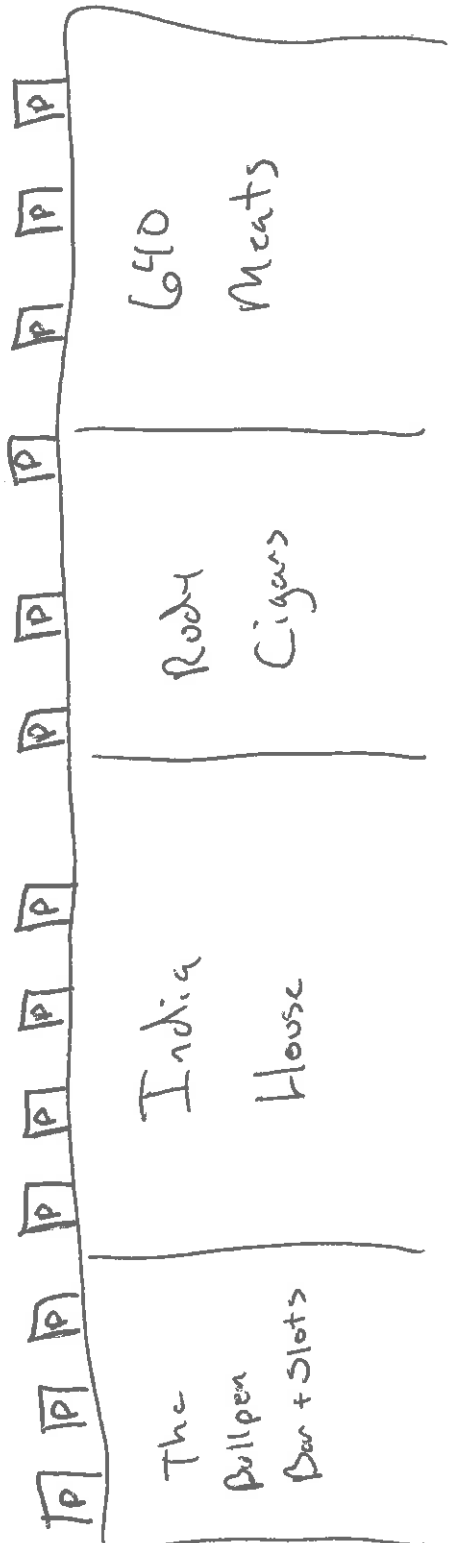
June 29th 2019

East Riverside Blvd



Side Alley
 Closed during
 Grand Opening

Exit
 Enter



June 29th 2019

Parkings ↓

JOSEPH W. ANDERSON ARCHITECT
COMMERCIAL, INDUSTRIAL, INSTITUTIONAL

4630 Crested Butte Tr.
Rockford, IL 61114
P. 815-671-9612
WWW.JWAARCHITECT.COM

4630 Crested Butte Tr.
Rockford, IL 61114
P. 815-671-9612
WWW.JWAARCHITECT.COM

OWNER: S&S SLOTS, LLC.
PROJECT: S&S SLOTS

ADDRESS: 4630 CRESTED BUTTE TR., ROCKFORD, IL 61114

DATE: 11.2018
DRAWN BY: [Name]
CHECKED BY: [Name]

PROJECT NUMBER: 18-0035
SHEET NUMBER: A100

TITLE: FLOOR PLAN

DATE: 11.2018

WALL TYPES

NOTE: ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. WALLS ARE TO BE CONSTRUCTED WITH 1/2" Gypsum Board on 2x4 Studs. All openings shall be finished with 1/2" Gypsum Board on 2x4 Studs. All openings shall be finished with 1/2" Gypsum Board on 2x4 Studs.

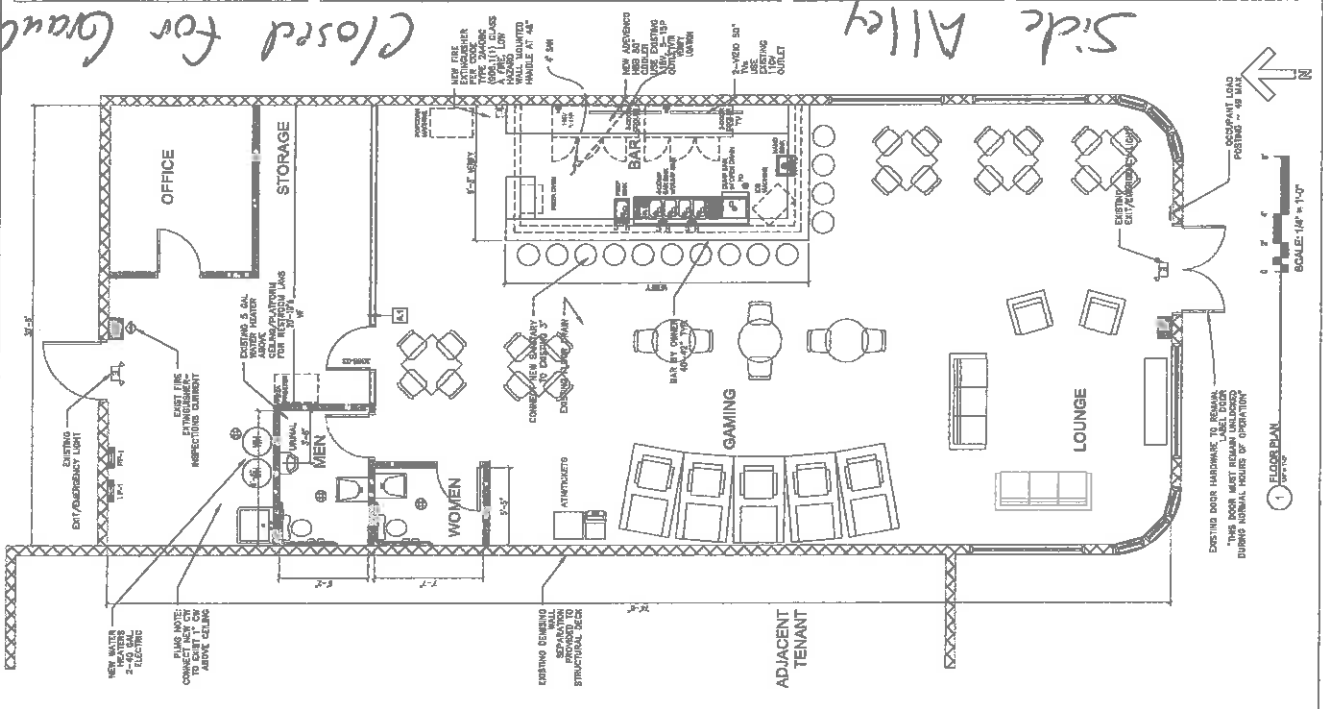
ACCESSIBILITY STANDARDS-TYP.

DOOR HDWR SCHEDULE - INTERIOR

1. 1 1/2" DIA. BRASS KNOBS
2. 1 1/2" DIA. BRASS LEVERS
3. 1 1/2" DIA. BRASS PUSHERS
4. 1 1/2" DIA. BRASS PULLERS
5. 1 1/2" DIA. BRASS PLATES
6. 1 1/2" DIA. BRASS PLATES WITH KEYS
7. 1 1/2" DIA. BRASS PLATES WITH KEYS AND KEYSHIMS
8. 1 1/2" DIA. BRASS PLATES WITH KEYS AND KEYSHIMS AND KEYSHIMS

PROFESSIONAL SEAL

DATE: 11.2018



PROJECT DATA

PROJECT DESCRIPTION: [Text]

OWNER: [Text]

DESIGNER: [Text]

DATE: [Text]

GENERAL NOTES

- ANY AND ALL WORK SHOWN TO BE CARRIED OUT IN ACCORDANCE WITH ALL GOVERNING AND LOCAL CODES.
- CONTRACTOR SHALL VERIFY ALL WORK SHOWN TO BE CARRIED OUT IN ACCORDANCE WITH ALL GOVERNING AND LOCAL CODES.
- CONTRACTOR SHALL VERIFY ALL WORK SHOWN TO BE CARRIED OUT IN ACCORDANCE WITH ALL GOVERNING AND LOCAL CODES.
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DEMOLITION NOTES

- ALL WORK SHOWN TO BE CARRIED OUT IN ACCORDANCE WITH ALL GOVERNING AND LOCAL CODES.
- CONTRACTOR SHALL VERIFY ALL WORK SHOWN TO BE CARRIED OUT IN ACCORDANCE WITH ALL GOVERNING AND LOCAL CODES.
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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, pursuant to 65 ILCS 5/1-2-1, the City of Loves Park, an Illinois municipal corporation (“City”), is authorized and empowered to adopt and enforce the provisions of this ordinance; and

WHEREAS, the City desires to dispose of certain personal property that the City believes is no longer necessary or useful to, or for the best interests of the City; and

WHEREAS, pursuant to 65 ILCS 5/11-76-4 the simple majority of the corporate authorities of the City currently holding office have determined that the personal property as identified in Exhibit A ("Michalsen Office Furniture Disposal"), attached hereto and made a part hereof (collectively the “Disposed Property”), is no longer of use or value to the City, and that the best interest of the City would be served by disposal of the same.

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Loves Park Chief of Police or his designee is directed to take such actions as may be necessary to dispose of the Michalsen Office Furniture Disposal identified in Exhibit A by way of sale to Michalsen Office Furniture, a for-profit corporation. Given that the Donated Property has no further value to the City, the City shall require payment in exchange for such disposal.
3. The Loves Park Chief of Police or his designee is hereby authorized to take any and all actions necessary to direct the sale of the Disposed Property to Michaelson Office Furniture, a for-profit corporation, provided that such entity would perceive value in the items and the receipt of which would be deemed in the best interest of the entity.
4. The Disposed Property is comprised of a safe which has been completely emptied and no other property will be contained within it. If any other items are located within the safe they will remain as the property of the City of Loves Park.
5. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
6. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance that are hereby repealed.
7. This ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Loves Park this ____day of _____, 2019.

APPROVED:

Mayor Gregory Jury

ATTEST:

City Clerk Robert Burden

PUBLISHED:

Chairman John Jacobson

Member Chuck Frykman

Vice-Chairman Mark Peterson

Member John Pruitt

MOTION:
SECOND:
VOTING:

**Ordinance
EXHIBIT "A"
Michalsen Office Furniture Disposal**

Item #	Make	Model	Serial #	Released To
1	Colonial Safe by Liberty	LT-23	193572	Michalsen Office Furniture

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE TO COSTCO WHOLESALE CORPORATION d/b/a “COSTCO WHOLESALE #1353” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises where sold; and

WHEREAS, the City now desires to approve the issuance of a Class “B” liquor license to Costco Wholesale Corporation, doing business as “Costco Wholesale #1353” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 5000 Stadium Drive, Loves Park, Illinois, 61111; and

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

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “B” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO. _____

**ORDINANCE PROVIDING FOR THE PLACING OF STOP SIGNS TO CREATE
A FOUR-WAY STOP AT THE INTERSECTION OF EAST DRIVE AND CLIFFORD
AVENUE IN THE CITY OF LOVES PARK**

WHEREAS, the installation of stop signs to effect a four-way traffic stop has been requested at the intersection of Clifford Avenue and East Drive; and

WHEREAS, currently a stop sign is in effect on both Eastbound and Westbound Clifford Avenue at East Drive; and

WHEREAS, Fehr-Graham & Associates, as the City Engineer, review the request to establish a four-way stop at this intersection and found that it DOES NOT meet warrants for such,

WHEREAS, based on the review submitted by the City Engineer and hereby attached to this Ordinance, the Director of Community Development and Public Works recommends denial of the request to establish a four-way stop at the intersection of Clifford Avenue and East Drive ,

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

1. The City of Loves Park does hereby establish traffic stop signs at the following locations:
 - a. Northbound lane of East Drive at Clifford Avenue.
 - b. Southbound lane of East Drive at Clifford Avenue.
2. All Ordinances or parts of ordinances in conflict area hereby repealed.
3. This Ordinance shall be effective upon its passage, approval and publication in pamphlet form as provided by law.

Dated: _____, 2019

APPROVED:

MAYOR

ATTESTED:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

May 14, 2019

Mr. Steve Thompson
Deputy Director of Community Development/Building Official
City of Loves Park, Illinois
100 Heart Boulevard
Loves Park, Illinois 61111

Re: East Drive and Clifford Avenue - Multi-Way STOP Analysis

Dear Mr. Thompson,

Fehr Graham has been retained by the City of Loves Park to review the intersection of East Drive and Clifford Avenue with respect to the proposed traffic control devices that are being considered. More specifically, the proposed modification of the current stop control for the minor street to a four-way stop condition. Both streets are two-lane, two-way roadways with parking allowed on both sides of East Drive and on the north side of Clifford Avenue. East Drive is considered the major roadway and does not have any traffic control, while Clifford Avenue is the minor roadway and has STOP sign traffic control. The conditions at the subject intersection were compared to the criteria listed in the Manual on Uniform Traffic Control Devices (MUTCD) Multi-Way Stop Applications (Section 2B.07).

The MUTCD criteria for multi-way STOP sign installations are as follows:

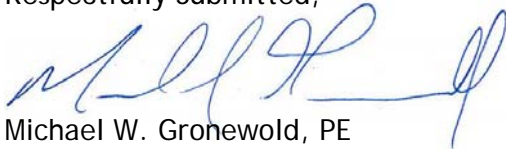
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Traffic signals warrants for the MUTCD criterion A were not analyzed but based on engineering judgment. The warrants for signals should not be warranted since several of the STOP sign criteria are the same as the warrants for traffic signals. There are only two (2) crash reports for the intersection within a 12-month period, so this does not meet the MUTCD criterion B of 5 crashes in 12-months. The peak hour of traffic on East Drive is 237 vehicles per hour (vph) based on ten (10) percent of the Illinois Department of Transportation's Annual Average Daily Traffic projected to the year 2019 at 0.5 percent. The 237 vph during the peak hour does not exceed 300 vph required for the major roadway according to MUTCD criterion C.1 and will not meet or exceed 300 vph for any 8 hours of the average day. No data was available for Clifford Avenue for vehicles, however, as Clifford is the minor street, it is assumed that the vph is less than what was reported for East Drive. Based on the information provided by the Steve Thompson of the City of Loves Park, pedestrians and bicycle traffic in this area is minimal and would fall below the MUTCD requirements. This position seems to be substantiated by the field conditions which indicate an incomplete sidewalk system. These observations suggest that the subject intersection would not satisfy MUTCD criterion C.2; however, the data is incomplete at this time. A speed study was performed by the City of Loves Park on East Drive. The 85th percentile speed based on this study is 32 miles per hour (mph), which does not exceed 40 mph for MUTCD criterion C.3.

As noted above, MUTCD criterion D, allows for criteria B, C.1, and C.2 to be reduced to 80 percent of the measure listed in each criterion. The reduced value for MUTCD criterion B is 4 crashes in a 12-month period, and for MUTCD criterion C.1 is 240 vph for any 8 hours of an average day. These criteria are still not met at the subject intersection with the reduced minimum values. As state previously, MUTCD criterion C.2 cannot be fully analyzed since there was no available data.

Our review of the data provided regarding the intersection of East Drive and Clifford Avenue indicates a multi-way STOP is not warranted based on the MUTCD criteria for a multi-way STOP sign installation.

Respectfully Submitted,



Michael W. Gronewold, PE
Principal

MWG:cld

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING NO PARKING ON THE NORTH SIDE OF BROADCAST PARKWAY BETWEEN RIVERHAWK DRIVE AND SPARROWHAWK DRIVE IN THE CITY OF LOVES PARK, ILLINOIS

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

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

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

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

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

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

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

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

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

Dated: _____, 2019

APPROVED:

MAYOR

ATTESTED:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING NO PARKING ON THE NORTH SIDE OF CLIFFORD AVENUE BETWEEN DALE AVENUE AND GARDEN PLAIN AVENUE IN THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, Clifford Avenue is a Public roadway within the limits of the City of Loves Park, Illinois;

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

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

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

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

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

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

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

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

Dated: _____, 2019

APPROVED:

MAYOR

ATTESTED:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED: