

City Council Agenda _____	2
City Council Minutes _____	5
Police Department Report _____	8
Fire Department Report _____	9
Street Report _____	10
Water Report _____	11
Building Department Report _____	12
Finance Committee Agenda & Minutes _____	14
Community Development Committee Agenda & Minutes _____	16
Public Works Committee Agenda & Minutes _____	20
Resolution - Continue Spending _____	23
Resolution - Inducement Markus Smith TIF _____	24
Resolution -Promote Drew Armstrong to Water Distribution Lead _____	27
Resolution - Javon Bea dispatch contract _____	28
Resolution - Identifying Contract Fire Dept. Purchases _____	41
Resolution - Fehr Graham Rehab Tower _____	44
Resolution - Baxter and Woodman Well 7 _____	48
Resolution - Approving IGA with Machesney Park _____	54

**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, APRIL 19, 2021- 6 P.M.**  
**CITY COUNCIL CHAMBERS**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Alderman Robert Schlensker, 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**
  
- 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 to spend funds at the same rate as the 2020-2021 Appropriation Ordinance until the 2021-2022 Appropriation Ordinance is approved.**
- 2. Resolution authorizing an inducement agreement with Markus Smith, 5535 and 5545 North Second Street.**
- 3. Resolution authorizing the promotion of Drew Armstrong to the position of Water Distribution Lead in the Loves Park Water Department, effective May 1, 2021, at a rate of \$31.47 per hour.**
- 4. Resolution authorizing the Fire Chief to sign an agreement with Javon Bea Hospital to continue emergency Fire/EMS dispatch services for the Loves Park Fire Department effective May 1, 2021.**
- 5. Resolution identifying certain acquisition contracts to the installment purchase contract for the Loves Park Fire Department.**
- 6. Resolution authorizing the Water Department Manager to hire Fehr Graham Engineering and Environmental for professional services for Tower 1 Rehab for \$49,850.00.**
- 7. Resolution authorizing the Water Department Manager to hire Baxter and Woodman Consulting Engineers for professional services for Well 7 for \$29,750.00.**
- 8. Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the City of Loves Park, Village of Machesney Park and the County of Winnebago regarding the Rock River stream gage at Latham Road Bridge.**

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

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

**XIV. PUBLIC COMMENT**

**Anyone wishing to speak at the city council meeting shall contact the Mayor's office by 4:00 p.m. the day of the council meeting at 815-654-5030.**

**XV. EXECUTIVE SESSION**

**XVI. GOOD OF THE ORDER**

**XVII. ADJOURNMENT**

**CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS**

Journal of Proceedings

Regular Meeting, Monday, April 12, 2021

City Hall Council Chambers

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

Alderman Jim Puckett opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 04/05/21 The Journal of Proceedings for the regular meeting of April 5, 2021 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)
2. SEP/Hidden Treasures Mall Antique Market Request Received a Special Event Permit application from Hidden Treasures Mall and Antiques, 6329 N. Second Street, to hold an outdoor antique market on June 26, July 24, and August 21, 2021 in the Meadow Mart parking lot from 9:00 a.m. to 3:00 p.m. Referred to Alderman Peterson of the Codes and Regulations Committee.
3. SEP/Hidden Treasures Mall Antique Market Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit application from Hidden Treasures Mall and Antiques, 6329 N. Second Street, to hold an outdoor antique market on June 26, July 24, and August 21, 2021 in the Meadow Mart parking lot from 9:00 a.m. to 3:00 p.m. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)
4. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated April 5, 2021 in the amount of \$61,582.59, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated April 5, 2021 in the amount of \$849.92, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)
6. Public Safety Report Alderman Allton presented the Police Department Report dated April 12, 2021; presented the Fire Department Report dated April 7, 2021, to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated April 12, 2021; presented the Water Department Report for April 12, 2021, to be placed on file.
8. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated April 12, 2021, in the amount of \$382,951.84, for consideration at next week's city council meeting; presented the minutes from the committee meeting held April 5, 2021, to be placed on file.

9. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated April 12, 2021, in the amount of \$29,470.60, for consideration at next week's city council meeting.
10. Code & Regulations Alderman Peterson of the Codes and Regulations Committee presented the minutes from the committee meeting held March 22, 2021, to be placed on file.
11. SEP/Mi Gordito Car Show Approved Alderman Peterson moved to approve a Special Event Permit application from Carlos Rosario of Mi Gordito to hold a car show April 23, May 21, June 18, July 23, August 20, and September 24, 2021 with amplified music at 5518 N. Second Street from 5:00 p.m. to 9:00 p.m. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)
12. SEP/Mi Gordito Flea Market Approved Alderman Peterson moved to approve a Special Event Permit application from Laura Rosario of Mi Gordito to hold a flea market on May 22 & 23, 2021 at 5518 N. Second Street from 9:00 a.m. to 6:00 p.m. with parking at Grace Lutheran Church. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)
13. Seek Bids For Municipal Electric Aggregation Program Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that **WHEREAS**, the current municipal electric aggregation program to all residential and qualified small businesses will expire in September 2021, and **WHEREAS**, the City Council of the City of Loves Park, Illinois has determined that it is desirable to continue the municipal electric aggregation program so long as the City can secure a supply rate lower than the known ComEd supply rate; and **NOW THEREFORE**, be it resolved that by the adoption of this Resolution, the Mayor is authorized and directed to seek bids from responsible low bidders in order to negotiate and enter into a wholesale electricity supply contract for the City on terms as deemed appropriate and with said contract to be in the best interest of the city. This process and potential contract shall include residents, qualified small businesses, water department pumping power and for city street lighting. Said pricing shall not exceed three (3) years in length and the Mayor will report to the City Council the outcome of the solicitation as soon as is reasonable possible. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)  
**RESOLUTION NO. 21-024**
14. Opposing House Bill 1727/ Elimination Of Qualified Immunity For Police Officers Alderman Jacobson presented the following resolution opposing House Bill 1727 regarding the elimination of qualified immunity for Police Officers. **WHEREAS**, the Illinois legislature is considering House Bill 1727 which would remove all immunity protections for police officers of our State if it becomes law; and **WHEREAS**, the City agrees that thoughtful and well-reasoned reform of the criminal justice system is both beneficial and necessary, but believes that the changes represented in House Bill 1727 are not provisions that would lead to positive reform; and **WHEREAS**, well-intentioned as the drafters may have been, they have failed to recognize the split-second decision making required of our law enforcement personnel and the devastating effect that a change to the law such as this may have on the recruitment and retention of officers in our already short-staffed police departments in Illinois; and **WHEREAS**, the City supports the legislature undertaking a thoughtful and measured process for reform that involves all stakeholders and results in positive changes to our criminal justice system to right inequities that exist therein while protecting the community as a whole and not villainizing our police officers who are performing their duties with honor in the face of situations not experienced by the general public.

15. Opposing House Bill 1727/  
Elimination Of Qualified Immunity For Police Officers  
(Continued)

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this Resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City again commends the professionalism of the Loves Park Police Department and its officers in their work to both protect the City and for acting in a responsible manner in interacting with our citizens.
3. The City calls upon the legislature to reject House Bill 1727 and calls upon the legislature to instead take-up a process for thoughtful and studied reform of our criminal justice system allowing for meaningful input from all stakeholders rather than continuing a process of piecemeal legislation that creates unintended consequences harmful to public safety and to the functioning of the system.
4. This Resolution shall be in full force and effect from and after its passage and approval.

Second by Alderman Allton. Motion carried. 10 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden)

**RESOLUTION NO. 21-025**

16. Adjourn

Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:12 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 <sup>rd</sup> Thursday of the Month 5:30 p.m.



# **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: 04/19/2021

Subject: Police Activity Report

Police activity report for the week of 04/04/2021 through 04/10/2021

Calls for Service 497

Total Number of Arrests 136

Accidents 3

MICHAEL MCCAMMOND  
DEPUTY CHIEF OF POLICE

CHARLES LYNDE  
CHIEF OF POLICE

SHANE LYNCH  
DEPUTY CHIEF OF POLICE



# Loves Park FD

Loves Park, IL

This report was generated on 4/14/2021 2:30:03 PM



## Incident Statistics

Zone(s): All Zones | Start Date: 04/06/2021 | End Date: 04/12/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		70	
FIRE		14	
<b>TOTAL</b>		<b>84</b>	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
<b>TOTAL</b>			
MUTUAL AID			
Aid Type		Total	
Aid Given		4	
Aid Received		7	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
18		21.43	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:06:13		
Station #2	0:07:12	0:04:47	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:06:44</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:02:14		
Station #2	0:02:02	0:01:45	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:02:02</b>	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Loves Park FD	13:11		

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



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

Submitted by: Shannon Messinger  
Street Dept. Manager

Week of April 12, 2021 thru April 19, 2021

**Previous week's activity:**

1. Continued street sweeping.
2. Filled potholes.
3. Continued working on trucks.
4. Picked up remaining logs from tree removals.
5. Started taking snow and ice equipment off the plow trucks.
6. Helped the Water Dept. with a main break on N2nd.
7. Started DOT truck inspections.

**Proposed work:**

1. Continue street sweeping.
2. Service lawn mowers.
3. Start mowing.
4. Haul street sweepings to landfill.
5. Fill potholes.
6. Continue DOT truck inspections.

# Loves Park Water Department

## Weekly Activity Report

Submitted by: Craig McDonald  
Department Manager

Date: 4/6/21-4/14/21

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 S.C.A.D.A. radio upgrades at all facilities
3. Continued replacing large commercial meters and install ERT'S.
4. Repaired main break at 314 Belteberg Rd.
5. Repaired VFD at well #6

Work anticipated for this week:

1. Routine work
2. Continue S.C.A.D.A. radio upgrades at all facilities.
3. Continue replacing large commercial meters and install ERT'S.
4. Repair service leak at 1501 Windsor Rd.
5. Notify zone 5 for water main flushing
6. Start Flushing Zone 5

**MONTHLY BUILDING REPORT LOVES PARK  
MARCH 2021 SUMMARY**

		<b>VALUATION</b>
COMMERCIAL/ASSEMBLY NEW CONSTRUCTION	1 UNITS	\$284,040.00
RESIDENTIAL NEW CONSTRUCTION	3 UNITS	\$448,824.00
OTHERS (Remodels, Additions, Accessory Structures, Roofs, Siding etc. <u><i>This total is building permits only</i></u> )	89	\$1,428,551.00
<i>Valuation Grand Total</i>		<b><i>\$2,161,415.00</i></b>
TOTAL PERMITS ISSUED (ALL TRADES)	<b>128</b>	
PERMIT FEES COLLECTED	<b>\$18,240.00</b>	

**MONTHLY FEES COLLECTED- MACHESNEY PARK  
MARCH 2021 SUMMARY**

PERMIT FEES	<b>\$21,157.50</b>
INSPECTION FEES	\$0.00
TOTAL	<b>\$21,157.50</b>

<b>MARCH 2021 RESIDENTIAL/NEW CONSTRUCTION</b>			
<b>ADDRESS</b>	<b>STREET NAME</b>	<b>BUILDING EST VALUE (\$)</b>	<b>BLDG PERMIT APPL DATE</b>
4120	BELL SCHOOL ROAD	\$284,040.00	09-Mar-21
<b>TOTAL COMMERCIAL/ASSEMBLY</b>		<b>\$284,040.00</b>	<b>1</b>
7136	STEARMAN DRIVE	\$129,864.00	08-Mar-21
8847	MEADOW LAKE TRAIL	\$182,160.00	19-Mar-21
7728	TA WEE COURT	\$136,800.00	30-Mar-21
<b>TOTAL RESIDENTIAL</b>		<b>\$448,824.00</b>	<b>3</b>

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, APRIL 19, 2021 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

**4. ITEMS FOR CONSIDERATION**

- A. Resolution authorizing the city to spend funds at the same rate as the 2020-2021 Appropriation Ordinance until the 2021-2022 Appropriation Ordinance is approved.**
- B. Resolution authorizing an inducement agreement with Markus Smith, 5535 and 5545 North Second Street.**
- C. Resolution authorizing the promotion of Drew Armstrong to the position of Water Distribution Lead in the Loves Park Water Department, effective May 1, 2021, at a rate of \$31.47 per hour.**
- D. Resolution authorizing the Fire Chief to sign an agreement with Javon Bea Hospital to continue emergency Fire/EMS dispatch services for the Loves Park Fire Department effective May 1, 2021.**
- E. Resolution identifying certain acquisition contracts to the installment purchase contract for the Loves Park Fire Department.**
- F. Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the City of Loves Park, the Village of Machesney Park, and the County of Winnebago regarding the Rock River stream gage at Latham Road Bridge.**

**5. LIST OF BILLS**

**6. GENERAL DISCUSSION/PUBLIC COMMENT**

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

**7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES  
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: April 12, 2021

CALLED TO ORDER: 5:40 P.M.

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

ALSO PRESENT: Attorney Gino Galluzzo, Aldermen A. Marie Holmes (via zoom), Robert  
Schlensker, Doug Allton, Nancy Warden, Jim Puckett, Clint Little,  
Treasurer John Danielson, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: April 5, 2021

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

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
  - A. Carol Jackowski, CPA from Lucas Group CPAs & Advisors, LLC presented the Fiscal Year 2020 Audit report.
  - B. Resolution authorizing the Mayor to seek bids for the municipal electric aggregation program for residential and small businesses.

Alderman Peterson moved to approve. Second by Alderman Frykman.  
Motion approved. 4 Ayes – 0 Nays
  - C. Resolution opposing House Bill 1727 regarding the elimination of qualified immunity for police officers.

Alderman Peterson moved to approve. Second by Alderman Frykman.  
Motion approved. 4 Ayes – 0 Nays
3. General Discussion.
4. Adjournment.

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

Adjournment: 5:55 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE



## **AGENDA**

City of Loves Park  
**Community Development Committee Meeting**  
**April 19, 2021**

City of Loves Park  
100 Heart Boulevard  
@6:15 P.M.

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **March 29, 2021** meeting
3. Report from the Community Development Department – None
4. Unfinished business – None
5. New business –
  - A. Plat No. 2 Park Crossings Plat**
6. Public participation & comment -
7. General discussion
8. Adjournment





## Community Development Committee Meeting Minutes

**Date of Meeting:** March 29, 2021 Start Time: 6:15 PM

**Members Present:**

Ald Frykman	<input checked="" type="checkbox"/>
Ald Holmes	<input checked="" type="checkbox"/>
Ald Warden	<input checked="" type="checkbox"/>
Ald Allton	<input checked="" type="checkbox"/>

**Staff Present:**

Andrew Quintanilla	<input checked="" type="checkbox"/>
Steve Thompson	<input checked="" type="checkbox"/>
Nathan Bruck	<input type="checkbox"/>
Bob Burden	<input type="checkbox"/>

**Others Present:**

Mayor Jury	<input type="checkbox"/>
Ald Puckett	<input checked="" type="checkbox"/>
Ald Little	<input type="checkbox"/>
Ald Pruitt	<input type="checkbox"/>
Ald Schlensker	<input type="checkbox"/>
Ald Jacobson	<input type="checkbox"/>
Ald Peterson	<input type="checkbox"/>
Gino Galluzzo	<input type="checkbox"/>

**Approval of Minutes :** Date: March 1, 2021

Motion: Ald. Warden Second: Ald. Allton Vote: 4-0

**Old Business: NONE**

**New Business:**

**A. 919 RIVER LANE - A Special Use Permit for a dog daycare, training, and grooming establishment in the IL (Light Industrial) Zoning District.**

**Petitioner:** David Schmidt

Objectors Present:

Yes

No

Motion to Approve/Deny/Lay Over:

Approve

Vote: 4-0

By:

Ald. Warden

Second:

Ald. Allton

Conditions:

Yes

**Notes/Petitioners:**

---

---

---

**B. 6223 WINDSOR ROAD, 4557 MARSH HAWK DRIVE, AND 4503 MARSH HAWK DRIVE (08-34-452-017, 08-34-452-018, 08-34-452-19) - A Zoning Map Amendment from the CR (Commercial Retail) Zoning District to the R2 (Two-family Residential) Zoning District.**

**Petitioner:**

Tim McDonnell, RK Johnson (Nick Becker)

Objectors Present:

Yes

No

Motion to Approve/Deny/Lay Over:

Approve

Vote: 4-0

By:

Ald. Warden

Second:

Ald. Allton

Conditions:

No

**Notes/Petitioners:**

---

---

---

**C. 6223 WINDSOR ROAD, 4557 MARSH HAWK DRIVE, AND 4503 MARSH HAWK DRIVE (08-34-452-017, 08-34-452-018, 08-34-452-19) - A Special Use Permit for a Planned Unit Development containing 9 duplexes and 4 single family dwellings in the R2 (Two-family Residential) Zoning District.**

**Petitioner:**

Tim McDonnell

Objectors Present:

Yes

No

Motion to Approve/Deny/Lay Over:

Approve

Vote: 4-0

By:

Ald. Holmes

Second:

Ald. Allton

Conditions:

Yes

**Notes/Petitioners:**

Petitioner requested first and second reading for the approval at City Council on March 5, 2021.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Public Participation and Comment:**

None

\_\_\_\_\_  
\_\_\_\_\_

**General Discussion:**

None

\_\_\_\_\_  
\_\_\_\_\_

**Adjournment:**

Motion by:

Ald. Warden

Second:

Ald. Holmes

End Time:

6:32 PM

Respectfully submitted by Alderman Chuck Frykman, Chairman of the Community Development Committee



**CITY OF LOVES PARK  
AGENDA  
PUBLIC WORKS COMMITTEE  
April 19, 2021  
5:15 P.M.  
Loves Park City Council Chambers**

I. Approval of Minutes

A. Approval of Minutes from the April 5, 2021 meeting.

II. Resolutions & Ordinances

A. Resolution authorizing the Water Department Manager to hire Baxter and Woodman Consulting Engineers, for professional services for well #7 Design, Permitting, Bidding, and Construction Services

B. Resolution authorizing the Water Department Manager to hire Fehr Graham Engineering and Environmental for professional services for Tower 1 Rehab

III. Project Updates/Directors Report:

IV. General Discussion/Public Comment

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

V. Adjourn



## PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: April 5, 2021

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Pucket, Ald. Little, Ald. Frykman, Ald. Warden, Ald. Peterson, Attorney Galluzzo and Shannon Messinger

APPROVAL OF MINUTES: March 15, 2021

Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays

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

1. A resolution was decided to authorizing the Street Department Manager to hire temporary seasonal employees within the Department of Public Works  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays
2. A resolution was decided to authorizing the Street Department Manager to hire ArcDesign Recourses for professional civil engineering services for construction management for City of Loves Park Residential Resurfacing and Phase One River Lane Reconstruction  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays
3. A resolution was decided to authorizing the Street Department Manager to hire ArcDesign Recourses for professional civil engineering services for Devon Avenue and Thomas Drive Drainage Project  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays

4. A resolution was decided to authorizing the Street Department Manager to hire Fehr Graham & Associates for professional civil engineering services for improvement of Loves Park Creek between Mulford Road and Perryville Road  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays
  
5. Shannon Messinger gave an update on the road resurfacing and drainage repairs and the sidewalk and curb project for 2021.

Alderman Jacobson moved for adjournment at 5:34 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**

**BY ALDERMAN      John Jacobson**

**RESOLUTION NO.**

**DATE:      April 19, 2021**

**DEPARTMENT:      Finance & Administration  
Committee**

**RESOLVED, that by the adoption of this resolution,**

**The City of Loves Park may continue to spend funds at the same rate as the 2020-2021 Appropriation Ordinance until the 2021-2022 Appropriation Ordinance is approved.**

**Further, that the City Treasurer is hereby authorized to make appropriation transfers within funds as provided by law.**

\_\_\_\_\_  
**Ald. John Jacobson, Chairman**

\_\_\_\_\_  
**Ald. Chuck Frykman**

\_\_\_\_\_  
**Ald. Mark Peterson, Vice Chairman**

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

\_\_\_\_\_  
**Ald. John Pruitt**

\_\_\_\_\_  
**Attest: Robert J. Burden**

**MOTION:  
SECOND:  
VOTING:**

**CITY OF LOVES PARK**

**ALDERMAN JOHN JACOBSON**

**RESOLUTION NO.**

**DATE: APRIL 19, 2021**

**DEPARTMENT: FINANCE & ADMINISTRATIVE  
COMMITTEE**

**RESOLUTION AUTHORIZING AN INDUCEMENT AGREEMENT WITH – MARKUS SMITH  
(5535 and 5545 NORTH SECOND STREET).**

**WHEREAS**, the City of Loves Park ("City") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended; and

**WHEREAS**, the City has duly established a Tax Increment Financing ("TIF") District within which the City has implemented Tax Increment Financing within the district, which district is known as the North Second Street TIF District; and

**WHEREAS**, Markus Smith, owns certain property located within the North Second Street TIF District ("5535 and 5545 North Second Street") and has requested TIF assistance from the City; and

**WHEREAS**, Markus Smith, wishes to begin work related to the redevelopment of said properties located at 5535 and 5545 North Second Street, prior to entering a redevelopment agreement with the City, and

**WHEREAS**, the City agrees to provide TIF incentives, for TIF eligible expenses, to Markus Smith for work related to the redevelopment of the properties located at 5535 and 5545 North Second Street.

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, whose recitals are incorporated herein, that the City hereby agrees:**

1. The above recitals are incorporated into this Resolution as if fully stated herein and made part hereof.
2. That the City will provide TIF incentives on TIF eligible expenses incurred that are substantially the same as listed on Exhibit "A", for redevelopment work done at the properties located at 5535 and 5545 North Second Street.
3. The TIF incentive amount issued by the City, for the redevelopment work done at 5535 and 5545 North Second Street, will be negotiated through a Redevelopment Agreement.
4. This resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.



MOTION:

SECOND:

**Finance and Administration Committee:**

---

Alderman John Jacobson, Chairman

---

Alderman Mark Peterson

---

Alderman John Pruitt

---

Alderman Chuck Frykman

---

Mayor Greg Jury

---

ATTEST - Clerk Robert Burden

# Exhibit "A"

Bobs Refridgeration	replacing the HVAC systems on the roof - 1-5 Ton HVAC - 1-3 Ton HVAC	Produce \$ 16,228.99 Labor \$ 4,375.00 Tax \$ 1,423.37 Total <u>\$ 22,027.36</u>
Benchmark Exteriors	upgrading the building Façade: - Replace the flat roof on building - Replacing front of roof with red metal - White coregated metal around building rim, new exterior lighting - White metal soffet, wrap, porch pillars and front building facia - Replace windows, wrap doors in red	Produce \$ 49,097.94 Labor \$ 10,696.82 Tax \$ 1,544.16 Total <u>\$ 61,338.92</u>
Cross Country Construction	entire solar system for building mounted on roof	Produce \$ 23,257.00 Labor \$ 5,200.00 Tax \$ 1,918.70 Total <u>\$ 30,375.70</u>
Front and side mural	14' X 20' mural on side of building (designed, printed and mounted) 4 - 3' X 5' murals on front railing	Produce \$ 5,370.00 Labor \$ 1,550.00 Tax \$ 570.90 Total <u>\$ 7,490.90</u>
Contractors (ADDED)	interior remodeling of kitchen and conference room Replace Windows and doors around building	Produce \$ 9,200.00 Labor \$ 3,700.00 Tax \$ 1,064.25 Total <u>\$ 13,964.25</u>
Project Totals		Produce \$103,153.93 Labor \$ 25,521.82 Tax \$ 6,521.38 Total <u>\$135,197.13</u>

# City of Loves Park

## Finance & Administration

By Alderman John Jacobson

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

Date: April 19, 2021

Department: Finance & Administration

RESOLVED, that by the adoption of this resolution, Drew Armstrong shall be promoted to fill the position of Water Distribution Lead in the Loves Park Water Department, effective May 1, 2021, at the rate of \$31.4712 per hour.

The Distribution lead position shall be a union position and have a starting wage that is 8% higher than the 5+ year wage rate set in the current collective bargaining agreement. Future increases shall be in accordance with the current Local 150 collective bargaining agreement.

This position will be full time and will be paid from account # 31-50-4030 Maintenance Wages.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
John Jacobson –Chairman

\_\_\_\_\_  
Mark Peterson –Vice Chairman

\_\_\_\_\_  
Chuck Frykman – Alderman

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

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:

**CITY OF LOVES PARK**

**BY ALDERMAN John Jacobson**

**RESOLUTION NO.**

**DATE: April 19, 2021**

**DEPARTMENT: Finance & Administration  
Committee**

**RESOLVED, that by the adoption of this resolution,**

**The Fire Chief may sign the attached contract with Javon Bea Hospital to continue emergency Fire/EMS dispatch services for the Loves Park Fire Department effective May 1, 2021. The base fee for this service is \$479.93 monthly and the per call fee is \$15.00 per call dispatched. These fees will automatically increase annually by 5%.**

**Funds for this service will be drawn from account #01-12-8650 Communication Expense, in the Fire Department budget.**

\_\_\_\_\_  
**Ald. John Jacobson, Chairman**

\_\_\_\_\_  
**Ald. Chuck Frykman**

\_\_\_\_\_  
**Ald. Mark Peterson, Vice Chairman**

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

\_\_\_\_\_  
**Ald. John Pruitt**

\_\_\_\_\_  
**Attest: Robert J. Burden**

**MOTION:  
SECOND:  
VOTING:**

**Javon Bea Hospital  
Emergency Communications Center  
Emergency Dispatching Communication Agreement**

This Emergency Dispatching Communications Agreement (“Agreement”) is made this 1st day of May, 2021 (“Effective Date”), by and between Loves Park Fire Department, (“Department”) and Javon Bea Hospital, an Illinois not-for-profit corporation (“Hospital”).

**WITNESSTH**

WHEREAS, Hospital operates and Emergency Communications Center (“ECC”), for the purpose of providing emergency communications and dispatching services and;

WHEREAS, Department provides emergency medical and fire services; and

WHEREAS, Department wishes to utilize the service of the ECC on the terms and conditions contained herein:

NOW THEREFORE, in consideration of the premises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

**1. Agreement to Provide Services.**

**A. Telephone Lines.** Hospital will provide the services and equipment identified on Exhibit A. Hospital shall maintain a minimum of two (2) Phone lines in its ECC dedicated to receiving Department’s emergency calls. Those emergency calls may be routed to Hospital via one of the following methods.

- 1) a call to 911 which requests the Department service, in which case Department shall direct the 911 Center to route all such calls to Hospital; or
- 2) a call directly to Department, in which case Department shall automatically re-route such calls to Hospital.

**B. Receipt of Calls and Dispatching** ECC shall receive all telephone calls forwarded in accordance with paragraph 1(A), twenty-four hours a day. All such telephone calls shall be recorded on a written and/or a computer log, and ECC shall promptly transmit the information received in the call to the Department on the frequency designated on Exhibit B herein. If the Department is located outside the area reliably within the range of the ECC’s current transmission capabilities, the Department equipment shall act as a transmission and receiver site and shall be maintained at the Department expense.

- C. **Communications Coordination.** Hospital shall act as a communication center for the purpose of monitoring and logging all radio communications by Departments' response to dispatches initiated by ECC.
- D. **Dispatch Documentation.** Each dispatched call shall be numbered for ease of reference. Hospital shall provide Department each month with a copy of each dispatch document generated in the previous month pursuant to this Agreement.

## 2. **Ownership of and Responsibility for Equipment**

- A. **Receivers and Repeating Site Equipment.** The Department shall be responsible for providing, at its own expense, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, ECC dispatching radio configuration cost and any installation cost at Hospital and/or the Department as necessary to complete the dispatching process contemplated by this Agreement as designated on Exhibit C. In addition, if Department falls outside the area which can reliably receive transmissions from Hospital transmission, it shall provide, at its own expense, all equipment necessary to act as a repeater or alternate site/process for dispatches generated by Hospital as required by Department.
- B. **Other Equipment.** Hospital shall provide at its own expense the staff necessary to complete the dispatch process. In addition, the Department shall provide the equipment described on Exhibit C. Any equipment installed at Hospital by Department currently or in the future shall remain the property of Department, which shall remove such equipment upon expiration or termination of this Agreement.
- C. **Department Equipment Installed at Hospital.** The parties agree that the Department may reasonably install equipment into Hospital ECC, or such other location as Hospital may designate, or request upgrades to Department radio system, if any. The Department shall bear the entire cost of installing/upgrading such equipment; maintaining its normal operating condition; and removing such equipment upon termination of this Agreement. Any installation removal or maintenance activity shall be performed at a time mutually agreeable to the Department and Hospital. Upon removal of equipment the Department shall, pursuant to the procedures described in paragraph 7 herein, defend and indemnify Hospital from and against any claims relating to injury to individuals retained to service Department's equipment at Hospital ECC.

### 3. **Radio Frequency**

Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the Hospital, the Department hereby represents and warrants to Hospital that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it will be used pursuant to this Agreement. Department hereby grants permission to Hospital to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Department for purposes of this Agreement, and shall provide Hospital with a letter on Department letterhead to that effect. Copies of all FCC licenses will be forwarded to Hospital.

### 4. **Responsibilities.**

- A. **Licenses and Permits.** Each party shall perform all services required by this Agreement in accordance with all applicable statutes, regulation, ordinances and professional standards and shall, at its own expense, obtain and maintain any licenses, permit, or other approvals necessary for it to provide the services contemplated by this Agreement.
- B. **Compliance with Hospital Policies and Procedures.** Department shall comply with all the Hospital's written policies and procedures relating to the services provided herein.
- C. **Events beyond the Control of Hospital.** Hospital shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not Hospital employees or agents. If and when Hospital becomes aware of any such possibility or event which prevents it from providing service it shall undertake all reasonable efforts immediately to notify the Department of the facts and to remedy the problem and/or circumstances which prevent hospital delivery of dispatch service.

### 5. **Rates and Billing.**

- A. Hospital shall charge the Department the rates set forth in Exhibit D hereto for the services provided pursuant to this Agreement. Hospital may adjust those rates by sending a proposed revised Exhibit D at least ninety (90) days prior to the effective date of the revised Exhibit D.
- B. Fees subject to adjustment under this Agreement as identified in Exhibit D

shall be adjusted on each twelve month anniversary of the Commencement Date (each an “Anniversary Date”). Fees shall be increased by 5 percent or the Consumer Price Index for all Urban Consumers, US City Average, whichever is greater.

- C. The parties acknowledge and agree that all compensation and benefits provided to the parties pursuant to this Agreement are set forth herein and are consistent with fair market value in an arms-length transaction.
- D. Hospital shall send bills monthly to the Department at the following address:

Loves Park Fire Department  
400 Grand Ave.  
Loves Park, IL 61111  
Attn: Chief of Department

- E. The Department shall pay Hospital all amounts due within thirty (30) calendar days of their receipt. All payments shall be made to:

Javon Bea Hospital  
2400 N. Rockton Ave.  
Rockford, IL 61103  
Attention: Financial Services

## 6. **Term and Termination.**

- A. **Term.** The term of the Agreement shall be for one (1) year. The Agreement shall automatically renew for successive one (1) year terms unless either party notifies the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew. If this Agreement is terminated pursuant to Section 6(B) herein, the parties may not enter into the same or substantially the same Agreement during the twelve (12) months following the termination of the Agreement.
- B. **Termination.** This Agreement may be terminated as follows:
  - 1) Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party;
  - 2) Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;
  - 3) Immediately upon loss of any license, permit, or other approval



required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or

- 4) Upon either party's substantial failure to comply with all statutes, regulation, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.

## 7. Insurance.

- A. **Insurance.** Each party shall insure that its activities in connection with this Agreement by its respective commercial general liability and professional errors and omissions insurance policies.
- B. **Certificates of Insurance/Evidence of Protection.** Prior to the commencement of this Agreement, the Department shall furnish to Hospital certificates of insurance or evidence of protection evidencing the required insurance coverage. The Department shall provide Hospital thirty (30) days written notice upon the cancellation, suspension, termination or modification of such insurance.
- C. **Mandatory Insurance.** The insurance requirements under this section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either party's obligations and requirements to maintain the coverage specified in this section.

## 8. Indemnification.

- A. **Department.** Department shall defend, indemnify and hold harmless Hospital, its directors, officers employees, and agents from and against any and all liabilities, claims, damages, losses, expenses (including reasonable attorneys' fees and other costs of defense), or claims for injuries or damages arising out of the performance of this Agreement ("Claims") for liability resulting from, or attributable to the negligent acts or omissions of Department, its directors, officers, employees, and agents while engaged in the activities contemplated under this Agreement. Department's obligations hereunder shall survive the termination or expiration of this Agreement.
- B. **Hospital.** Hospital agrees to defend, hold harmless, and indemnify Department, its directors, officers, employees, and agents from and

against any and all Claims for liability resulting from, or attributable to, the negligent acts, errors, or omissions of Hospital, its directors, officers, employees, and agents while engaged in the activities contemplated under this Agreement. Hospital's obligation hereunder shall survive the termination or expiration of this Agreement.

9. **Compliance with Law.** It is the intent of the parties hereto to comply with all applicable state and federal laws, rules and regulations, including but not limited to those regarding confidentiality of patient information, the protection of human research subjects, and discrimination based upon age, sex, sexual orientation, marital status, race, religion, national origin and handicaps well as those relating to Medicare/Medicaid programs, Stark Law (42 U.S.C. §1395nn), the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), and tax law requirements. The parties also agree to comply with all applicable standards promulgated by pertinent commissions, associations and/or governing or accrediting bodies, including without limitation The Joint Commission and the Occupational Safety and Health Administration.

10. **Miscellaneous.**

- A. **Amendment.** The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized officials of Hospital and Department.
- B. **Governing Law.** The Agreement shall be governed by and construed and enforce in accordance with the laws of the state of Illinois.
- C. **Notices.** Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

If to Hospital: Javon Bea Hospital  
2400 N. Rockton Avenue  
Rockford, IL 61103  
Attention: \_\_\_\_\_

Copy to: Mercy Health Corporation  
1000 Mineral Point Avenue  
Janesville, WI 53548  
Attention: Legal Services

If to Department: Loves Park Fire Department  
400 Grand Ave.  
Loves Park, IL 61111  
Attn: Chief of Department

Copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- D. Headings.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.
- E. Parties Bound.** This Agreement is binding on and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- F. Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, and unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.
- G. Counterparts.** This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.
- H. Assignment.** This Agreement may not be assigned by either party without prior written consent of the other.
- I. Agreement Execution and Document Storage.** Each party authorizes the other party to affix an ink or digital signature to this Agreement, and agrees to be bound by a document so executed. The parties agree that the ESIGN Act and Uniform Electronic Transaction Act recognizes digital signatures and each party hereto agrees that if executed by digital signature this Agreement shall be legally binding and effective. The parties acknowledge that any document generate by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding.
- J. Government Access to Records.** In the event that the Secretary of Health and Human Services or the Comptroller General of the United States or their respective representatives determine that this Agreement is a contract described in Section 1861(v)(1)(I) of the

Social Security Act, as amended from time to time, Hospital agrees that until the expiration of four (4) yeas after the furnishing of equipment and/or services pursuant to this Agreement, Hospital shall make available, upon written request to Department or the Secretary of Health and Human Services or, upon request to the comptroller General of the United states, or any of their duly authorized representatives this Agreement, and books, documents and records of Hospital that are necessary to certify the nature and extent of costs paid by Department pursuant to this Agreement. Hospital will immediately notify Department of any request Hospital receives from any of the persons listed above for access to Hospital's books, documents, records for this Agreement and will provide access to such books, documents and records to Department upon its request.

### **SIGNATURES**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Javon Bea Hospital  
an Illinois not-for-profit corporation

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## **EXHIBIT A**

### **LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY HOSPITAL**

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to the department fire chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.

**EXHIBIT B**

**RADIO FREQUENCY FOR DISPATCHERS  
PROVIDED BY \_\_\_\_\_ DEPARTMENT**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.

## EXHIBIT C

### LIST OF EQUIPMENT TO BE PROVIDED BY "DEPARTMENT"

- A. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- B. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by Mercyhealth Communications Center.
- C. Policy and Procedures/response criteria (SOG manual).
- D. Education in-services on policy and procedures and response criteria.
- E. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the Mercyhealth facility.

## EXHIBIT D

### RATES AND CHARGES

- A. One time cost of radio equipment, programming, installation = \$ provided under a previous agreement.
- B. Annual CAD Configuration cost = N/A
- C. Monthly base fee of: \$ 479.93
- D. Call fee: \$15.00 per call dispatched.



## CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: APRIL 19, 2021

DEPARTMENT: FINANCE &  
ADMINISTRATION COMMITTEE

A RESOLUTION OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS, IDENTIFYING CERTAIN ACQUISITION CONTRACTS TO THE INSTALLMENT PURCHASE CONTRACT, DATED AS OF MAY 14, 2019, BETWEEN THE CITY OF LOVES PARK AND THE CITY TREASURER RELATING TO ACQUIRING, CONSTRUCTING, INSTALLING AND EQUIPPING IMPROVEMENTS NEEDED FOR THE PREVENTION AND EXTINGUISHMENT OF FIRES INCLUDING, WITHOUT LIMITATION, AN ADDITION TO FIRE STATION # 2, TWO PIERCE FIRE ENGINES AND VARIOUS ITEMS OF EQUIPMENT FOR THOSE FIRE ENGINES WITH THE PROCEEDS OF THE CITY'S DEBT CERTIFICATES, SERIES 2019.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS, AS FOLLOWS:

**Section 1. Recitals.** It is found and declared by the City Council (the "**Corporate Authorities**") of the City of Loves Park, Winnebago and Boone Counties, Illinois (the "**City**"), as follows:

(a) The City is a duly organized and existing municipality of the State of Illinois, and is now operating under and pursuant to the provisions of the Illinois Municipal Code (65 ILCS 1-1-1 *et seq.*, as amended; the "**Code**") and is a "governmental unit" as defined in Section 2(i) of the Local Government Debt Reform Act of the State of Illinois, as amended, 30 ILCS 350/1 *et seq.* (the "**Debt Reform Act**").

(b) On April 29, 2019, the Corporate Authorities adopted Ordinance No. 4267-19 (the "**Authorizing Ordinance**") authorizing and providing for the execution and delivery of an Installment Purchase Contract (the "**Installment Contract**") and the issuance, sale and delivery of the \$2,585,000 Debt Certificates, Series 2019 (the "**Certificates**"), of the City for the purpose, among other things, of financing a portion of the costs of acquiring, constructing, installing and equipping improvements needed for the prevention and extinguishment of fires including, without limitation, an addition to Fire Station # 2, two Pierce fire engines and various items of equipment for those fire engines and, incidental to the project costs, to pay bond discount, capitalized interest, reserve requirements, and legal, other financing and administrative fees and costs (together, the "**Project**"), all in accordance with preliminary plans and estimates of costs which have been approved by the Corporate Authorities and are now on file in the office of the City Clerk for public inspection.

(c) Section 17 of the Authorizing Ordinance provided in part that the Corporate Authorities must adopt a resolution or ordinance (each an "**Identification Action**") identifying all or any part of any contract for the acquisition or construction of the Project or any

component part of the Project (each an “**Acquisition Contract**”) to the Installment Contract as required by Section 17(b) of the Debt Reform Act. The City Clerk was authorized and directed in the Authorizing Ordinance to file a certified copy of the Authorizing Ordinance, a certified copy of each Identification Action and a copy of the related Acquisition Contract or Acquisition Contracts with the City Treasurer in his capacity as nominee seller under the Installment Contract. Under Section 17(b) and Section 16 of the Authorizing Ordinance, the adoption of an Identification Action and the filing of it and the related Acquisition Contract or Acquisition Contracts with the City Treasurer are conditions to the disbursement of moneys on deposit in the Project Fund established under the Authorizing Ordinance to pay amounts due under the Acquisition Contract.

(d) In connection with the project, the City has entered into Acquisition Contracts with contractors listed on **Exhibit A** (the “**Contracts**”) and desires to satisfy the requirements of Section 17(b) of the Debt Reform Act and Section 16 of the Authorizing Ordinance in order that payments may be made from the Project Fund of amounts due under the Contracts. **Exhibit A** is incorporated into this Resolution by this reference.

**Section 2. Identification of Contracts to Installment Contract.** The City has entered into the Contracts in order to acquire and construct the Project. The City Council hereby identifies the Contracts to the Installment Contract.

**Section 3. Filings with City Treasurer.** The City Clerk previously filed a certified copy of the Authorizing Ordinance with the City Treasurer. The City Clerk is directed to file a certified copy of this Resolution and a copy of the Contracts with the City Treasurer. When the City Clerk has done so, the City will be authorized under Section 17(b) and the Authorizing Ordinance to disburse moneys from the Project Fund to pay amounts due under the Contracts.

**Section 4. Additional Authority; Ratification of Prior Actions.** The Mayor, the City Clerk, the City Treasurer, and the other officers and employees of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this Resolution as such officers and employees shall deem necessary or appropriate in order to effectuate the intents and purposes of this Resolution. All actions previously taken on behalf of the City by such officers and employees in connection with the Contracts and the Project are ratified, confirmed and approved.

**Section 5. Conflicting Resolutions, Etc.** All resolutions and orders or parts of resolutions and orders in conflict with this Resolution are repealed to the extent of such conflict.

**Section 6. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

**Section 7. Effective Date.** This Resolution shall be in full force and effect upon its adoption as provided by law.

**ADOPTED** by the Mayor and City Council of the City of Loves Park, Winnebago and Boone Counties, Illinois, this \_\_\_\_\_, 2021.

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

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

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

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

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

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

MOTION:

SECOND:

VOTING:

# City of Loves Park

## Department of Public Works

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

Date: April 19th, 2021

**RESOLVED, by the adoption of this Resolution,** The Water Department Manager is authorized to hire Fehr Graham Engineering and Environmental, 200 Prairie Street, Rockford IL. 61107, for professional services for Tower 1 Rehab for the cost of \$49,850.00.

Funds shall be drawn from Account No. 31-00-1920 (Tower #1 Rehabilitation)

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson – Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

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

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:

April 12, 2021

Mr. Craig McDonald  
City of Loves Park Water Department  
5440 Walker Avenue  
Loves Park, Illinois 61111

**RE: Proposal for Professional Services  
Tower 1 Rehabilitation Project**

Dear Mr. McDonald:

The general purpose of the project is to provide design, bidding, and construction phase engineering services for the rehabilitation and recoating of the 500,000-gallon legged elevated storage tank in conformance with AWWA requirements. Additionally, the City wishes to complete various installation improvements or steel amendments to this tower. A total construction cost is currently estimated at approximately \$1,100,000.

The design will be completed in 2021 with anticipated bidding in August of 2021. Construction is anticipated to begin in April/May 2022. This project is anticipated to take place at the same time as the City of Loves Park Municipal Well #7 project. The following is our proposed scope of services and our estimate of fees to complete these tasks.

### SCOPE OF SERVICES

#### Design Services:

1. Obtain tank/site construction record drawings and inspection reports from the City as a basis of design.
2. Obtain limited survey information to supplement record drawings. Particular attention will be paid to verify horizontal clearances around the property.
3. Provide design details and specifications on the various installation improvements and steel amendments including the following:
  - Valve and box removal from inlet/outlet water main.
  - Removal of shell ladder and install steel ladder structure and roof corral-style railings for transfer from upper landing area to roof of tank for access.
  - Replacement of safety tie-offs.
  - Interior wet ladder.
  - Removal and replacement of coax cable with new conduit adjacent to tower leg ladder.
  - Examination and repair of tower riser connection with tank.
  - Aviation light removal & LED replacement with all associated appurtenances.
    - Electrical service to be buried and connected to the maintenance building to the east of the Tower.
  - Ladder protection system based on information received from City of Loves Park.
  - Cathodic Protection System.

All structural steel items designed for this project will be approved & sealed by an Illinois licensed Structural Engineer.

4. Provide design specifications for temporary potable water tank system to supply water while Tower 1 is offline due to painting and rehabilitation operations. It is anticipated that the specifications can be provided for this system from Municipal Well & Pump.
5. Provide design details and specifications for painting of 100% of tower features including:
  - Full abrasive blasting of interior wet, and exterior tower surfaces with containment for exterior.
  - Containment system specifications.
  - Tank cleaning specifications
  - Coating system specifications for interior dry, interior wet, and exterior
  - Method and warranty specifications
  - Disinfection specifications
  - Logo design and specifications (two updated Loves Park logos and 2 Harlem School logos dependent on authorization and logo specifications to be received from Harlem School District #122.)
6. Incorporate City review comments in the final Contract Documents.
7. Preparation of bidding documents and opinion of probable cost, advertisement of bid documents via QuestCDN, evaluation of bids and recommendation of contract award to City Council. This shall also include the attendance and coordination for one (1) pre-bid conference.

#### **Construction Phase Services:**

1. Review contractor's shop drawings and product data submittals.
2. Provide part-time construction observation, spot testing of coating thickness, and documentation in conformance with AWWA Standards at key elements of the project. On-site observation will be on a part-time basis and will include up to 175 hours. Additional observation can be provided at the request of the City.
3. Review progress payment requests and lien waivers from the contractor and recommend for payment.
4. Review the contractor's record drawing mark-ups, final pay request, lien waivers, and recommend final payment and project closeout.
5. Complete 1-year visual inspection of tower exterior with contractor and City, if desired.

#### **EXCLUSIONS**

- Permitting and Fees
- Soil borings or geotechnical investigation
- Preparation of easements that may be necessary in order to complete the work

#### **ASSUMPTIONS**

- The City will assist in the draining and discharging of the tank leading up to construction activities. The contractor will be responsible for the removal and disposal of any sludge remaining in the tank. The City will also assist with filling the tank and putting it back in service upon completion. Specifications will note these specific operations to be completed by the City.

- The City will assume responsibility for the potable water testing required to put the tank back into service once filled and sanitized.
- The City will be able to provide record drawings of the tower to alleviate detailed surveys or other measurements necessary to produce sufficient plan details.

**FEES**

At this time, we are prepared to complete the scope of work as detailed above on a time and materials basis in accordance with the following schedule of fees:

Plans, Specifications & Bidding	\$25,100
Construction Services	<u>\$24,750</u>
<b>Total</b>	<b>\$49,850</b>

Payment for the services rendered will be requested via an invoice prepared monthly.

**AUTHORIZATION**

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Should you like for us to proceed, please sign the authorization line below and return a copy to my attention to include this proposed scope and fee in the existing contract between Fehr Graham and the City of Loves Park (Fehr Graham Project No. 19-877) and the associated terms and general conditions of same.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward towards a 2022 construction. We are looking forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact me at this office.

Sincerely,



Jeffrey D. Jacobson  
Staff Designer

JDJ:ted

Authorization:

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

# City of Loves Park

## Department of Public Works

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

Date: April 19th, 2021

**RESOLVED, by the adoption of this Resolution,** The Water Department Manager is authorized to hire Baxter and Woodman Consulting Engineers, 8678 Ridgefield Road, Crystal lake, IL. For professional services for well #7 Design, Permitting, Bidding, and Construction Services for the cost of \$29,750.00.

Funds shall be drawn from Account No. 31-00-1991 (Well #7 Capital Project)

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson – Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

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

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:



April 5, 2021

Mr. Craig McDonald  
Water Department Manager  
City of Loves Park  
5440 Walker Ave.  
Loves Park, Illinois 61111

***Subject: City of Loves Park – Well No. 7 Final Well Borehole Design, Permitting, Bidding, and Construction Services Engineering Services Agreement***

Dear Mr. McDonald:

Baxter & Woodman is pleased to submit this Engineering Services Agreement (ESA) to assist the City in developing final design documents for the well borehole at Well No. 7, including preparation of bidding documents, IEPA/Winnebago County permits, and construction related services.

The actual well borehole will be constructed by a Well Contractor under a separate contract based on the documents created by this ESA. This ESA does not include the final planning, design, bidding, permitting, or construction services for the associated Water Treatment Plant that will be required to allow this well to deliver water to the Loves Park water system. A future ESA (or ESA's) will be developed for the Water Treatment Plant portion of the project, since all the design aspects for potential emerging contaminants such as 1,4 dioxane and PFAS removal are not yet developed and will likely need piloting to properly define.

The scope of services to be included for the Well No. 7 Final Well Borehole Design, Permitting, Bidding, and Construction Services ESA will include the following items:

1. Develop final design concepts for Well No. 7 to allow for construction of a final well borehole into the sand and gravel aquifer with a desired flow rate of up to 2,000 gpm based on information obtained from test well construction.
2. Prepare technical specifications with proposed well log for the final borehole design.
3. Prepare procurement and contract documents to match City's bidding requirements and allow the City to enter into a Contract with a Well Contractor after the project is publically bid.
4. Assist City in obtaining permits from IEPA and Winnebago County to drill the well.
5. Assist City in advertising and procuring bids from potential bidders, including issuance of addendum if needed.
6. Assist City during construction and test pumping of final well by Well Contractor.

A more detailed description of our proposed scope of services to complete the Well No. 7 Well Borehole is listed below.

## **SCOPE OF SERVICES**

The following scope of services details the anticipated engineering tasks necessary to complete the final well borehole. The scope of services does not include costs for permit fees nor does it include construction of final well borehole by the selected Well Contractor.

1. **PROJECT MANAGEMENT** - Plan, schedule, and control the engineering related activities to complete the Project, including manpower, schedule and scope. Confer with City and Water Department staff to help ensure that the goals of the Project are achieved.
2. **TECHNICAL SPECIFICATION DEVELOPMENT** - Prepare for review and approval by the Water Department a set of technical specifications outlining project requirements to meet the overall project needs.
3. **QUALITY CONTROL REVIEWS** - Conduct internal design and constructability reviews of Project.
4. **BID DOCUMENTS AND BID ASSISTANCE**- Develop bid document to allow City to publically bid the proposed work. Bid documents to include bid advertisement, insurance requirements, development of unit price Bid Form, plus identification of completion project deadlines.
5. **CONSTRUCTION RELATED SERVICES**
  - A. Review bid Proposals, prepare bid summary recommendation letter and Contractor agreement.
  - B. Review Contractor insurance documents.
  - C. Review miscellaneous shop drawing and submittals for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions.
  - D. Prepare construction contract change orders and work directives when authorized by the Owner.
  - E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - F. Attend virtual Preconstruction Conference at the start of the Project.

- G. Provide part time field observation at key points during the project that may include cement grouting, plumbness and alignment tests, well development, and test pumping.

**Engineering Fee**

The Owner shall pay the Engineer for the of services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, as noted in the following breakdown, which in total will not exceed \$29,750.

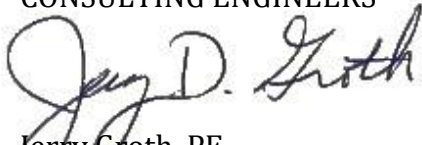
- Final Design (Plans and Specs) \$10,750
- IEPA/Winnebago County Permitting \$ 3,500
- Bid Documents and Bidding Assistance \$ 4,750
- Construction Related Services \$10,750
- TOTAL FEE \$29,750

We appreciate the opportunity to work with the City of Loves Park on this important Project and we are available to begin work immediately upon your notice to proceed.

The attached standard terms and conditions apply to this Proposal. If you find this Proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Jerry Groth, PE  
Regional Manager

Attachment

**CITY OF LOVES PARK, IL**

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

TITLE: \_\_\_\_\_

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

# STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

**CITY OF LOVES PARK**

**RESOLUTION NO.:** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVES PARK, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION AND THE VILLAGE OF MACHESNEY PARK, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION**

**WHEREAS**, the City of Loves Park (“City”) and The Village of Machesney Park (“Machesney”) are duly organized bodies politic created under the provisions of the laws of the State of Illinois, and are operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 et seq.; the “Municipal Code”), and as “unit[s] of local government” as defined in Article VII, Section 1 of the Constitution of the State of Illinois; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves to obtain or share services in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, Machesney has entered into an agreement with the US Geological Service regarding payment for the operation of a river gage and requests that the City participate equally in the cost of that program by providing the annual sum of \$1,833.33 for the next five (5) years; and

**WHEREAS**, the information on water flow along the Rock River is of value to the City and the City has previous participated in this program at the same cost in the past and as such, this contribution does not represent any increase in funding for this project.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, whose recitals are incorporated herein, that the City hereby agrees:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City Council hereby approves the adoption of the Intergovernmental Agreement by and between the City and Machesney and authorizes the Mayor, or his designee, to execute that Intergovernmental Agreement in substantially the same form as attached hereto as Exhibit “A”.
3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

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

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

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

MOTION:

SECOND:

VOTING:

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

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

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

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

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

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

**EXHIBIT A**

Intergovernmental Agreement



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
MACHESNEY PARK, THE CITY OF LOVES PARK, AND THE COUNTY OF  
WINNEBAGO PROVIDING FOR THE SHARING OF EXPENSE FOR THE  
OPERATION AND MAINTENANCE OF ONE CONTINUOUS STAGE  
STREAMGAGE ON THE ROCK RIVER AT LATHAM ROAD IN  
MACHESNEY PARK**

THIS AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of April, 2021, by and between the VILLAGE OF MACHESNEY PARK, an Illinois municipal corporation ("Village"), and the CITY OF LOVES PARK, an Illinois municipal corporation ("City"), and the COUNTY OF WINNEBAGO, an Illinois Body Politic ("County"). The VILLAGE, the CITY, and the COUNTY are sometimes collectively referred to herein as the "PARTIES."

**RECITALS**

**WHEREAS**, the Village, the City, and the County are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the Village, the City, and the County additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the U.S. Department of the Interior operates and maintains a continuous stage streamgage on the Rock River at Latham Road bridge in Machesney Park ("Latham Park Gage");

**WHEREAS**, the Village and U.S. Department of the Interior have entered into a Joint Funding Agreement for the operation and maintenance of the Latham Park Gage (See attached Agreement as Attachment A);

**WHEREAS**, the Village, the City and County have agreed to equally share the cost as provided in the Joint Funding Agreement;

**NOW, THEREFORE,** in consideration of the promises and covenants herein contained, the PARTIES agree that:

1. Recitals. The above recitals are hereby incorporated into this Agreement as though fully set forth herein.

2. Joint Funding Agreement. The Joint Funding Agreement provides for a total cost of \$27,500.00 for the period from April 1, 2021 to March 31, 2026, which is an annual cost of \$5,500.00.

3. Annual Payment. Annually, the Parties will be responsible for \$1,833.33.

4. Payment Procedure. The Village will pay the \$5,500.00 due annually under the Joint Funding Agreement to the U.S. Department of the Interior. The Village will send the City and the County each an annual invoice during the month of May for \$1,833.33 for their share of the annual cost. The City and the County shall remit to the Village within sixty (60) days of receipt of the invoice.

5. Termination. This Agreement may not be terminated so long as the Village is obligated to pay the cost under the Joint Funding Agreement with the U.S. Department of the Interior through March 31, 2026.

6. Miscellaneous.

- a. Amendment. This Agreement may be amended or modified only by written instrument signed by the Village, the City, and the County with any appropriate or acquired corporate action or authorization.
- b. Construction. This Agreement shall be construed according to the laws of the State of Illinois and any litigation arising out of this Agreement shall be brought in the Seventeenth (17th) Judicial Circuit, Winnebago County, Illinois. The Parties agree that the successful party in any litigation to enforce the terms and provisions of this Agreement shall be entitled to its reasonable costs and attorney fees to enforce the terms and provisions of the Agreement.
- c. Severability. It is agreed between the Village, the City and the County that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

- d. Notice. Any notice required by the provisions of this Agreement shall be mailed to, served upon, or e-mailed to the following persons at the following addresses:

Village of Machesney Park  
Attention: Village Administrator  
300 Roosevelt Road  
Machesney Park, IL 61115

City of Loves Park  
Attention: Mayor  
100 Heart Blvd.  
Loves Park, IL 61111

Winnebago County  
Attn: County Board Chairman  
404 Elm Street  
Rockford, IL 61101

- e. Entire Agreement. This Agreement, together with Attachment A, represents the entire Agreement between the Village, the City, and the County and supersedes all prior negotiations, representations or agreements, either written or oral.

[This space left intentionally  
blank.]

IN WITNESS WHEREOF, the parties hereto have set their hand as to the date first referenced above.

**VILLAGE OF MACHESNEY PARK**

**CITY OF LOVES PARK**

\_\_\_\_\_  
STEVE JOHNSON  
Village President

\_\_\_\_\_  
GREG JURY  
Mayor

Attest:

Attest:

\_\_\_\_\_  
PENNY MILLER  
Village Deputy Clerk

\_\_\_\_\_  
ROBERT BURDEN  
City Clerk

**COUNTY OF WINNEBAGO**

\_\_\_\_\_  
County Board Chairman

Attest:

\_\_\_\_\_  
LORI GUMMOW  
County Clerk

**ATTACHMENT A**

**Joint Funding Agreement**

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600006830  
Agreement #: 21NEJFA027  
Project #: NE009KT  
TIN #: 36-3126674  
Match Pair Code: XX

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the April 1, 2021, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Village of Machesney Park party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, the operation and maintenance of one continuous stage streamgauge on the Rock River at Latham Park, IL, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period April 1, 2021 to March 31, 2026
- (b) \$27,500 by the party of the second part during the period April 1, 2021 to March 31, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0  
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

2/1/21

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 600006830  
Agreement #: 21NEJFA027  
Project #: NE009KT  
TIN #: 36-3126674

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Jonathan Lageman  
Supervisory Hydrologist  
Address: 850 G Peace Road  
DE Kalb, IL 60115  
Telephone: (815) 752-2035  
Fax:  
Email: jlageman@usgs.gov

**Customer Technical Point of Contact**

Name: James Richter II  
Village Administrator  
Address: 300 Roosevelt Road  
Machesney Park, Illinois 61115  
Telephone: (815) 877-5432  
Fax:  
Email: jamesr@machesneypark.org

**USGS Billing Point of Contact**

Name: Julie Asher  
Administrative Officer  
Address: 1400 Independence Road  
Rolla, MO 65401  
Telephone: (573) 308-3558  
Fax: (573) 308-3645  
Email: jasher@usgs.gov

**Customer Billing Point of Contact**

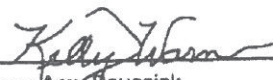
Name: Michelle Johannsen  
Finance and Human Resources Manager  
Address: 300 Roosevelt Road  
Machesney Park, IL 61115  
Telephone: (815) 877-5432  
Fax:  
Email: michellej@machesneypark.org

U.S. Geological Survey  
United States  
Department of Interior

Village of Machesney Park

Signature

Signatures

By  Date: 02/01/2021  
Acting for: Name: Amy Beussink  
Title: Director, Central Midwest WSC

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

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

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