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LOVES PARK CITY COUNCIL AGENDA
MONDAY, JULY 26, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Pastor Bart Bentley, Journey Church Ministries, 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/J. 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/Warden (Ordinances & Licenses)**
 - 5. Community Development/Pruitt (Development, Planning, Zoning, Annexation, Building & Drainage)**

- IX. UNFINISHED BUSINESS**

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Fire Chief to purchase a complete turnkey reporting software package for NFIRS, EMS, inspection/preplans, scheduling and hydrants for the amount of \$28,686.10.**
- 2. Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the City of Loves Park City of Rockford, Winnebago County, and Rosecrance, Inc. for the formation of a Crisis Co-Responder Team.**
- 3. Resolution authorizing a letter agreement with the Illinois Fraternal Order of Police Labor Council Lodge #187 regarding a specialty pay provision for assignment to a Crisis Co-Responder Team.**
- 4. Resolution authorizing a lease agreement with the Regional Office of Education to be effective August 1, 2021.**

XII. ORDINANCES 2ND READING

- 1. Ordinance making Appropriation for Fiscal Year 2021-2022.**

XIII. ORDINANCES 1ST READING

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

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, July 19, 2021
City Hall Council Chambers

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

Director of Chaplaincy Services at MercyHealth Benjamin Danielson opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen Mark Peterson, A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, John Jacobson, Dan Jacobson, John Pruitt, Jim Thompson

Absent: Alderman Jim Puckett

Also Present: City Clerk Bob Burden
City Attorney Greg Cox

1. Approve Minutes 07/12/21 The Journal of Proceedings for the regular meeting of July 12, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Allton. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett)
2. Vegetation Management Received a notice of vegetation management activity by Commonwealth Edison on Walker Avenue. Placed on file.
3. General Fund Bills Alderman John Jacobson presented the General Fund and all other bills dated July 12, 2021 in the amount of \$100,793.05, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett)
4. Water Department Bills Alderman John Jacobson presented the Water Department bills dated July 12, 2021 in the amount of \$8,548.24, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett)
5. Public Safety Report Alderman Allton presented the Police Department Report dated July 19, 2021; presented the Fire Department Report dated July 14, 2021, to be placed on file.
6. Public Works Report Alderman Schlensker presented the Street Department Report dated July 19, 2021; presented the Water Department Report for July 19, 2021, to be placed on file.
7. Finance and Administration Committee Alderman John Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated July 19, 2021 in the amount of \$198,204.74, for consideration at next week's city council meeting; presented the Treasurer's Report for May 2021, with an ending balance of \$7,843,943.37; presented the minutes from the committee meeting held July 12, 2021, to be placed on file.
8. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated July 19, 2021 in the amount of \$182,492.50, for consideration at next week's city council meeting.

9. Community Development Alderman Pruitt of the Community Development Committee announced that a committee meeting will be held Monday, July 26, 2021 at 6:15 p.m.
10. Codes & Regulations Alderman Warden of the Codes and Regulations Committee announced that a committee meeting will be held Monday, July 26, 2021 at 5:00 p.m.
11. Ordinances Alderman John Jacobson presented Agenda Items 1-3 of Ordinances First Reading.
12. 1st Reading
Appropriation
For Fiscal Year
2021-2022 Alderman John Jacobson presented for first reading an ordinance making Appropriation for Fiscal Year 2021-2022, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett) Laid over
13. 1st Reading
Loves Park One
LLC
Redevelopment
Agreement Alderman John Jacobson presented for first reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Loves Park One, LLC, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett) Laid over
14. 1st Reading
SCL Business
Park LLC Fifth
Amendment
Redevelopment
Agreement Alderman John Jacobson presented for first reading an ordinance authorizing the City to enter into the Fifth Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett) Laid over
15. Suspend Rules Alderman John Jacobson moved to suspend any and all rules to bring the above redevelopment ordinances in for second reading. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett)
16. ORD 4424-21
Loves Park One
LLC
Redevelopment
Agreement Alderman John Jacobson presented for second reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Loves Park One, LLC, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett)
ORDINANCE NO. 4424-21
17. ORD 4425-21
SCL Business
Park LLC Fifth
Amendment
Redevelopment
Agreement Alderman John Jacobson presented for second reading an ordinance authorizing the City to enter into the Fifth Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Dan Jacobson, Pruitt, Thompson) 1 Absent (Alderman Puckett)
ORDINANCE NO. 4425-21
18. Adjourn Alderman Schlensker moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:10 p.m.

APPROVED:

Robert J. Burden, City Clerk

COMMITTEE MEETINGS:

Codes & Regulations:	Monday, July 26, 2021 5:00 p.m.
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STANDING COMMITTEE MEETINGS:

Community Development:	Following Council Meeting 6:15 p.m.
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Finance and Administration:	Prior to Council Meeting 5:40 p.m.
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Public Works:	Prior to Council Meeting 5:15 p.m.
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Zoning Board of Appeals:	3 rd Thursday of the Month 5:30 p.m.
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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: 07/26/2021

Subject: Police Activity Report

Police activity report for the week of 07/11/2021 through 07/17/2021

Calls for Service 440

Total Number of Arrests 110

Accidents 7

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 7/20/2021 12:12:55 PM



Incident Statistics

Zone(s): All Zones | Start Date: 07/13/2021 | End Date: 07/19/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		66	
FIRE		23	
TOTAL		89	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
424 - Carbon monoxide incident		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
Aid Given		9	
Aid Received		3	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
19		21.35	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:06:17	0:06:41	
Station #2	0:05:54	0:05:13	
AVERAGE FOR ALL CALLS		0:05:51	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:31	0:01:46	
Station #2	0:01:27	0:01:29	
AVERAGE FOR ALL CALLS		0:01:25	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Loves Park FD	12:08		

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: David Jacobson
Public Works Foreman

Week of July 16, 2021 thru July 23, 2021

Previous week's activity:

1. Continue working on curb and sidewalk replacement west of N2nd north of Riverside
2. Stoned edges of roads
3. Started painting crosswalks on N2nd.
4. Continued mowing.

Proposed work:

1. Continue sidewalk and catch basin replacement west side of N2nd south of Riverside
2. Continue painting crosswalks.
3. Continue mowing.
4. Paint over graffiti under bridges on Pearl, Riverside by Wantz Park, and Garden Plain by Wantz Park.
5. Cold patch as needed.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **7/12/21-7/19/21**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Backwash wells as needed
 - e. Read commercial and residential meters
2. Continued replacing large commercial meters and install ERT'S.
3. Continued operating all remaining hydrants for ISO compliance
4. Install two valves on Walker Ave by water tower for tower rehabilitation

Work anticipated for this week:

1. Routine work
2. Continue replacing large commercial meters and install ERT'S.
3. Continue operating all remaining hydrants for ISO compliance.
4. Repair service leak at 6209 Elm St.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, JULY 26, 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 Fire Chief to purchase a complete turnkey reporting software package for NFIRS, EMS, inspection/preplans, scheduling and hydrants for the amount of \$28,686.10.**
- B. Ordinance authorizing the disposal of surplus personal property owned by the City of Loves Park.**
- C. Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the City of Loves Park, City of Rockford, Winnebago County, and Rosecrance, Inc. for the formation of a Crisis Co-Responder Team.**
- D. Resolution authorizing a letter agreement with the Illinois Fraternal Order of Police Labor Council Lodge #187 regarding a specialty pay provision for assignment to a Crisis Co-Responder Team.**
- E. Resolution authorizing a lease agreement with the Regional Office of Education to be effective August 1, 2021.**

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: July 19, 2021

CALLED TO ORDER: 5:40 P.M.

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

MEMBERS ABSENT: Alderman Jim Puckett

ALSO PRESENT: Attorney Greg Cox, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton
Nancy Warden, Dan Jacobson, James Thompson, Treasurer John Danielson,
Fire Chief Wiltfang, Police Chief Lynde

MINUTES APPROVAL: July 12, 2021

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

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.

2. Items for consideration.

A. Ordinance making Appropriation for Fiscal Year 2021-2022.

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

B. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Loves Park One, LLC.

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

C. Ordinance authorizing the City of Loves Park to enter into the Fifth Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014.

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

3. General Discussion.

4. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Pruitt.
Motion carried. 3 Ayes – 0 Nays
Adjournment: 5:45 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES
PARK AGENDA
CODES & REGULATIONS
COMMITTEE
July 26, 2021 5:00 P.M.
100 Heart Boulevard
Conference Room B**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD 06-14-2021.

4. ITEMS FOR CONSIDERATION

- a. Deuce’s Wild Hospitality Group, LLC is requesting a “Class A” liquor license at the following location:
 - 5919 North Second Street, DBA Rosa’s Slots.
- b. Proposed amendments to Chapter 94 – Vegetation, Sec. 94.2. Certain weeds, underbrush and bushes—Declared a nuisance.
- c. Proposed amendments to Chapter 94 – Vegetation, Sec. 94.41. Dead or diseased shrubs and trees declared nuisance.
- d. Proposed amendments to Chapter 94 – Vegetation, Sec. 94.42. Duty to remove

5. PUBLIC COMMENT

6. GENERAL DISCUSSION

7. ADJOURN

**City of Loves Park
Codes & Regulations Committee
June 14, 2021**

- I. Call to Order – the meeting was called to order by Alderman Warden, Chairman at 5:15. Committee Members Present- Alderman Thompson, Alderman Schlensker, Alderman Jacobson. Also in Attendance – Nathan Bruck, Mayor Jury, Alderman Peterson, Alderman Puckett, Steve Thompson
- II. The Minutes of the June 7, 2021 meeting were approved upon motion by Alderman Schlensker. Seconded by Alderman Jacobson. Vote 4 – 0 to approve.
- III. Items for Consideration
 - A. Proposed amendments to Chapter 6- Alcoholic Beverages, Sec. 6-43 – Classifications; fees, (a) Licenses required by this article are hereby divided into 15 classes; (1)-Class A licenses, (5)-Class R licenses, and (10)-Class F licenses.
**Motion to move forward with the amendments to Sec 6-43 of the Code of Ordinances by Alderman Jacobsen. Second by Alderman Thompson.
Vote 4 – 0 to approve.**
- IV. General Discussion – Fees for liquor licenses will be a looked at in the future.
- V. Public Comment - None
- VI. Adjournment – the meeting was adjourned at 5:38 pm upon motions by Alderman Thompson and Alderman Schlensker. Vote 4 – 0 in favor.

Respectfully submitted by:
Nancy Warden
Committee Chairman



AGENDA

City of Loves Park
Community Development Committee Meeting

July 26, 2021

CITY COUNCIL CHAMBERS

6:15 P.M.

100 Heart Boulevard, Loves Park, Illinois 61111

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **June 28, 2021** meeting
3. Report from the Community Development Department – None
4. Unfinished business – None
5. New business –
 - A. 5319 Bennett Street – A Variance to widen a portion of an existing gravel driveway in front of and alongside of the garage in the R1 (Single Family Residential) Zoning District.**

Staff Recommendation: Approval

ZBA Recommendation: Approval

B. Text Amendment – Chapter 102, Article I, In General, Definitions, Section 102-9.

Staff Recommendation: Approval

ZBA Recommendation: Approval

6. Public participation & comment –

Anyone who wishes to speak regarding a petition shall contact the Zoning Officer 24 hours preceding the scheduled meeting.

7. General discussion
8. Adjournment



Community Development Committee Meeting Minutes

Date of Meeting: June 28, 2021 **Start Time:** 6:17 PM

Members Present:

Ald Pruitt	X
Ald Holmes	X
Ald Warden	X
Ald Allton	X
Ald James Thompson	X

Staff Present:

Andrew Quintanilla	X
Steve Thompson	X
Nathan Bruck	

Others Present:

Mayor Jury	
Ald. Puckett	X
Ald. Dan Jacobson	
Ald. Schlensker	
Ald. John Jacobson	
Ald. Peterson	
Ald. Allton	
Gino Galluzzo	

Approval of Minutes : Date: June 1, 2021

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

Old Business: NONE

New Business:

A. 4624 ARLINGTON STREET - A Variance from a required 57 foot front yard building setback to

a requested 38 foot front yard building setback in the R1(Single Family Residential) Zoning District.

Petitioner: Robert Schlensker and Michelle Schlensker

Objectors Present:

Yes

<input type="checkbox"/>
<input checked="" type="checkbox"/>

No

Motion to Approve/Deny/Lay Over: Approve **Vote:** 4-0

By: Ald. Warden

Second: Ald. Allton

Conditions: No

Notes/Petitioners:

B. 4624 ARLINGTON STREET - A Variance in height from a permitted 15 foot high accessory structure to a requested 21 foot in height for an accessory structure, from peak to grade, in the R1 (Single Family Residential) Zoning District.

Petitioner: Robert Schlensker and Michelle Schlensker

Objectors Present:

Yes

<input type="checkbox"/>
<input checked="" type="checkbox"/>

No

Motion to Approve/Deny/Lay Over: Approve **Vote:** 4-0

By: Ald. Warden

Second: Ald. Allton

Conditions: No

Notes/Petitioners:

Petitioner requested first and second reading of ordinances at the July 6th City Council.

C. 6803 FOREST HILLS ROAD - A Special Use Permit for a car wash in the CR (Commercial Retail) Zoning District.

Petitioner: PWS Holdings 19, LLC - Tanner Brandt

Objectors Present:

Yes
No

X

Motion to Approve/Deny/Lay Over:

Approve
Ald. Warden
Ald. Allton
Yes

Vote: 4-0

By:

Second:

Conditions:

Notes/Petitioners:

CDC approved Staff conditions with ZBA amendments.

D. PLAT 4 OF THE BUSINESS PARK AT SPRING CREEK LAKES

Petitioner:

Petitioner not present

Objectors Present:

Yes
No

X

Motion to Approve/Deny/Lay Over:

Approve
Ald. Warden
Ald. Allton
No

Vote: 4-0

By:

Second:

Conditions:

Notes/Petitioners:

E. PLAT THREE OF PERRYVILLE RIDGE

Petitioner:

Petitioner not present

Objectors Present:

Yes
No

X

Motion to Approve/Deny/Lay Over:

Approve
Ald. Warden
Ald. Allton
No

Vote: 4-0

By:

Second:

Conditions:

Notes/Petitioners:

Public Participation and Comment:

General Discussion:

Adjournment:

Motion by:	<u>Ald. Warden</u>
Second:	<u>Ald. Alton</u>
End Time:	<u>6:35 PM</u>

Respectfully submitted by Alderman John Pruitt, Chairman of the Community Development Committee

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO.

DATE: July 26, 2021

**DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution, Chief Jerry Wiltfang of the Loves Park Fire Department be allowed to purchase from ESO Solutions, Inc. a complete turnkey reporting software package for NFIRS, EMS, Inspection/Preplans, Scheduling and Hydrants. At a first year cost of \$28,686.10. Annual renewal yearly cost will be \$17,501.10 excluding any unknown future price increases.

Funds to be taken from Account # 01-12-8655 Computer Expense.

Ald. John Jacobson, Chairman

Ald. Jim Puckett

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden



Quote Date: 07/13/2021
 Customer Name: Loves Park Fire Department
 Quote #: Q-41852
 Quote Expiration date: 07/31/2021
 ESO Account Manager: Roc Wilson

CUSTOMER CONTACT

Customer Loves Park Fire Department
 Name James Hart
 Email jameshart@cityoflovespark.com
 Phone (303) 547-8958

BILLING CONTACT

Payor Loves Park Fire Department
 Name Loves Park IL, 61111
 Address 1535 Windsor Rd
 Billing Frequency Annual
 Initial Term 12 months

Fire RMS Management Bundle

Product	Price	Discount	Total	Fee Type
Fire RMS Management Bundle	\$9,743.00	(\$790.90)	\$8,952.10	Recurring
RMS Bundle - ESO Assets RMS Bundle - ESO Checklist RMS Bundle - ESO Scheduling Plus RMS Bundle - ESO Fire Incidents RMS Bundle - ESO Inspections RMS Bundle - ESO Properties RMS Bundle - ESO Personnel Management RMS Bundle - ESO Hydrants RMS Bundle - ESO Activities				

Fire

Product	Volume	Price	Discount	Total	Fee Type
Fire Incidents CAD Integration	3500 Incidents	\$1,995.00	(\$1,995.00)	\$0.00	Recurring
Properties/Inspections Data Import	2 Stations	\$1,190.00	(\$0.00)	\$1,190.00	One-time
Fire Setup & Online Training	6 Sessions	\$3,570.00	(\$0.00)	\$3,570.00	One-time
Fire Incidents NFIRS Data Import	3500 Incidents	\$2,995.00	(\$0.00)	\$2,995.00	One-time

EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	3500 Incidents	\$7,790.00	(\$779.00)	\$7,011.00	Recurring
EHR Fax	3500 Incidents	\$338.00	(\$0.00)	\$338.00	Recurring
EHR Billing Interface	3500 Incidents	\$395.00	(\$0.00)	\$395.00	Recurring
EHR CAD Integration	3500 Incidents	\$1,995.00	(\$0.00)	\$1,995.00	Recurring
EHR Setup & Online Training	2 Sessions	\$1,190.00	(\$1,190.00)	\$0.00	One-time

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type
Personnel Management Data Migration	42 Employees	\$200.00	(\$0.00)	\$200.00	One-time

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 07/13/2021
Customer Name: Loves Park Fire Department
Quote #: Q-41852
Quote Expiration date: 07/31/2021
ESO Account Manager: Roc Wilson

Scheduling

Product	Volume	Price	Discount	Total	Fee Type
ESO Scheduling - Setup & Online Training	2 Sessions	\$1,190.00	(\$0.00)	\$1,190.00	One-time

Asset Management/Inventory

Product	Volume	Price	Discount	Total	Fee Type
Asset Management and Checklist - Training and Implementation	4 Vehicles	\$950.00	(\$0.00)	\$950.00	One-time

Total Recurring Fees	\$	22,256.00
Total One-Time Fees	\$	11,285.00
Discounts	\$	(4,754.90)
TOTAL FEES	\$	28,786.10



Quote Date: 07/13/2021
Customer Name: Loves Park Fire Department
Quote #: Q-41852
Quote Expiration date: 07/31/2021
ESO Account Manager: Roc Wilson

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/MSLAW>

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Loves Park Fire Department

[Signature]

[Print Name]

[Title]

[Today's Date]

For Fire, Personnel Management, Asset Management/Inventory, Scheduling, EHR, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 07/13/2021
Customer Name: Loves Park Fire Department
Quote #: Q-41852
Quote Expiration date: 07/31/2021
ESO Account Manager: Roc Wilson

Fire

Product	Description
RMS Bundle - ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
RMS Bundle - ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
RMS Bundle - ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
RMS Bundle - ESO Hydrants	Inventory and document testing and status of hydrants.
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.

Personnel Management

Product	Description
RMS Bundle - ESO Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.

Asset Management/Inventory

Product	Description
RMS Bundle - ESO Assets	Web-based asset management for Fire and EMS.
RMS Bundle - ESO Checklist	Web-based apparatus checklist for Fire and EMS.
Asset Management and Checklist- Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

Scheduling

Product	Description
RMS Bundle - ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.
ESO Scheduling - Setup & Online Training	Webinar Training Session.

EHR

Product	Description
ESO EHR	Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
EHR Fax	Enables faxing of patient care records to destination facilities.
EHR Billing Interface	Extract to send EHR data to your 3rd party billing software using standard XML output. Includes ongoing maintenance and support.
EHR CAD Integration	interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.



Quote Date: 07/13/2021
Customer Name: Loves Park Fire Department
Quote #: Q-41852
Quote Expiration date: 07/31/2021
ESO Account Manager: Roc Wilson

EHR Setup & Online Training

Webinar Training Session



Quote Date: 07/13/2021
Customer Name: Loves Park Fire Department
Quote #: Q-41852
Quote valid until: 07/31/2021
ESO Account Manager: Roc Wilson

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@eso.com and your sales representative.

MEMORANDUM

To: Loves Park City Council
From: Greg Cox
Re: Executive Summary of Resolutions for 7/26/21
Date: 7/22/21

There are two Resolutions before you this week relating to participation by the Loves Park Police Department in a program forming Crisis Co-Response Teams in cooperation with Rockford, Winnebago County and Rosecrance. The program is being fully funded by a grant from the Winnebago County Community Health Board. The grant has budgeted for the participation in the program by one Loves Park officer who will be assigned to the team.

It is the function of these teams to be called in to assist in police calls involving mental health issues. This could be a mental health crisis, drug or alcohol issues or domestic violence as examples. The role of this team is to refer the individual suffering the mental health issue to the appropriate services for follow-up care. The police officer is dispatched along with a mental health professional from Rosecrance to facilitate getting the individual into appropriate services.

The second resolution before you involves the approval of a letter agreement with the FOP to add serving on the CCRT to the Specialty Pay provision of the Collective Bargaining Agreement. This too, was budgeted for with the grant funds and is in keeping with the specialty pay provided for participation in other programs such as school resource officer or SLANT.

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: JULY 26, 2021

DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVES PARK, THE CITY OF ROCKFORD, WINNEBAGO COUNTY, AND ROSECRANCE, INC. FOR THE FORMATION OF A CRISIS CO-RESPONDER TEAM

WHEREAS, the City of Rockford (“Rockford”), is the grant recipient of a Winnebago County Community Mental Health Board grant for the formation of Crisis Co-Responder Teams (CCRTs) pairing police officers with mental health professionals to respond to certain calls for service involving individuals experiencing mental health issues and facilitating referral of such individuals for services with appropriate providers;

WHEREAS, the grant included funds for the participation of sub-recipients the City of Loves Park (“City”), Winnebago County (“County”), and Rosecrance, Inc. (“Rosecrance”); and

WHEREAS, the City of Loves Park Police Department will receive funding through the grant for an officer to participate in the CCRT; and

WHEREAS, an Intergovernmental Agreement (“Agreement”), has been negotiated in order to form the structure for the City and Rockford, the County and Rosecrance to participate in the grant program; and

WHEREAS, the City has determined it is in the best interest of the City and its citizens to enter into the Agreement and to support the formation of the CCRTs which will be of benefit the citizens of the City, Rockford and the County; and

WHEREAS, the City now desires to approve said Agreement and authorize the Mayor to execute the Agreement and the City Clerk to attest the same.

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

1. The foregoing recitals are incorporated herein and made a part hereof.
2. By the Adoption of this Resolution, the City Council approves the City of Loves Park entering into the attached Agreement, or one in substantially similar form, and authorizes the Mayor to execute the same.

3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED the _____ day of _____, 2021.

Alderman John Jacobson, Chairman

Alderman Mark Peterson, Vice Chairman

Alderman John Pruitt

Alderman Jim Puckett

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

**INTERGOVERNMENTAL AGREEMENT FOR THE CRISIS CO-RESPONDER TEAM
(CCRT) PROGRAM**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this 1st day of June, 2021 (“Effective Date”), by and between the CITY OF ROCKFORD, an Illinois municipal corporation (“Rockford”), the CITY OF LOVES PARK (“Loves Park”), the COUNTY OF WINNEBAGO, an Illinois body politic (“County”), and ROSECRANCE, INC. an Illinois not for profit corporation (“Rosecrance”). Rockford, County and Rosecrance are collectively referred to herein as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate 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 County of Winnebago, City of Rockford, and City of Loves Park are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, Rockford and Rosecrance previously entered into an agreement for a pilot program for crisis counseling services, called the Crisis Co-Responder Team (“CCRT”) Program (the “Program”); and

WHEREAS, under the pilot program, law enforcement officers teamed with mental health professionals, known as CCRTs, to respond to certain calls for service involving individuals experiencing mental health crisis; and

WHEREAS, the CCRTs also provided follow up services to individuals subsequent to emergency calls in order connect those individuals with appropriate mental health or substance use disorder treatment; and

WHEREAS, the Parties hereto applied to the Winnebago County Community Mental Health Board (“WCCMHB”) for funding to expand the Program with Rockford as the lead agency; and

WHEREAS, each Party submitted their agency budget as part of the application, which are attached hereto; and

WHEREAS, the WCCMHB approved funding for the Program in the amount of \$2,046,826.00 for the period of June 1, 2021 to May 31, 2022; and

WHEREAS, Rockford and the WCCMHB have entered into a Work Plan Agreement and Funding Agreement dated _____ (Exhibit A) setting forth the terms and conditions of the grant award by and between them; and

WHEREAS, the Work Plan Agreement and Funding Agreement require compliance with the budgets submitted with the grant application; and

WHEREAS, the purpose of this Agreement is to establish the terms, conditions, roles, and responsibilities of the Parties under the Program; and

WHEREAS, the Parties will work cooperatively with each other and the WCCMHB to ensure compliance with the terms and conditions of the Work Plan Agreement and Funding Agreement.

Now, therefore, in consideration of the above recitals, and the mutual covenants, terms, and provisions contained herein, the Parties agree as follows;

I. INCORPORATION OF RECITALS

The matters recited above are hereby incorporated into and made a part of this Agreement.

II. PROGRAM

- A. All Parties shall provide the services as set forth and agreed to in the Work Plan Agreement and Funding Agreement (Exhibit A). Notwithstanding the foregoing, the law enforcement officers assigned to the CCRT shall be strictly limited to the duties and responsibilities within their respective scope of authority as sworn peace officers and are not responsible for mental health care, mental health counseling, drug counseling or any other activity not within their scope.

III. COMPLIANCE WITH BUDGET

- A. All Parties agree to the appropriate use of grant funds in accordance with the budget approved by the WCCMHB (Exhibit B).
- B. Any amendments to the budget must be approved first by all Parties, then by the WCCMHB, in accordance with the Funding Agreement.

IV. OPERATIONS

- A. All personnel identified in the Work Plan Agreement (Exhibit A) as “Police Officer or Deputy” or “Police Detective” may exercise their powers as peace officers within the jurisdictional boundaries of any participating Party for the purpose of creating coverage of the Program within unincorporated Winnebago County, the City of Rockford, and the City of Loves Park.

- B. Rosecrance shall be responsible for the compilation, retention, and reporting of data as required by the WCCMHB's reporting requirements. Rockford, Loves Park and County shall assist Rosecrance in the collection and reporting of data and with any requests relating to data in a timely manner.
- C. Rosecrance shall establish an on-call presence and be prepared to respond to a mental health crisis twenty-four (24) hours a day, seven (7) days a week by using existing crisis response services.
- D. All Parties shall endeavor to establish best practices with the WCCMHB related to hours of operations and services for the betterment of the community with the goal of providing service twenty-four (24) hours a day, seven (7) days per week.
- E. CCRTs shall make contact with at least three (3) community providers per month about the Program as defined by Exhibit A. Said contacts shall be cumulative amongst the entire Project and all Parties need not be in attendance for a contact to count towards the three (3) monthly contacts.
- F. The CCRT Teams shall provide at least one (1) quarterly public training on mental health or substance use disorder. This requirement shall not bar the CCRT Teams from providing more than one (1) training per quarter. Providing two (2) trainings in one (1) quarter does not alleviate a required training in a subsequent quarter. The trainings shall be held in a public location and follow all health and safety guidelines currently enforced by the Winnebago County Health Department.
- G. All Parties shall attend the WCCMHB Learning Network Collaborative meetings and any other meetings required by the WCCMHB.

V. CLINICAL RECORDS AND HIPAA

Rosecrance shall keep clinical records and those records shall be maintained in accordance with the *Health Insurance Portability and Accountability Act* (HIPAA), 42 USC §1320d-1320d-8; 45 CFR part 164 (privacy and security provisions); the *Alcoholism and Drug Abuse and Dependency Act*, 20 ILCS 300/1-1 et seq.; the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, 740 ILCS 110/1 et seq; and the *Federal Regulations on Confidentiality of Alcohol and Drug Abuse Patient Records* (42 U.S.C. 290dd-2 and its implementing regulation, 42 CFR Part 2). No information will be released from these records or about the services provided by Rosecrance, except in accordance with applicable law or the written consent of the client.

In order to facilitate the evaluation of the program, the Parties will share aggregate data for the purposes of determining program impact, subject to compliance with all applicable confidentiality and privacy laws. The Parties shall enter into any necessary HIPAA compliant agreements to facilitate the transfer of data.

VI. PAYMENT

Payment for the work done under the Program shall be enacted as follows:

- A. Personnel salaries and equipment shall be paid for by and through the grant program budget subject to approval by the WCCMHB.

- B. All Parties shall submit to Rockford their expenses in the format required by the Rockford Finance Department.
- C. Rockford shall compile all expenses and submit them to the WCCMHB for approval. Upon approval, Rockford shall take receipt of all funds being reimbursed by the WCCMHB. Rockford shall then appropriately disburse those funds to the Parties within thirty (30) days of receipt of funds.
- D. Should the WCCMHB fail to approve an expense by a Party, Rockford will not be liable for any expenses incurred by any other Party.
- E. Rosecrance shall not bill any of the Parties for any services provided to citizens under the Program. Should Rosecrance enroll a citizen who was engaged by the CCRT in additional services, Rosecrance shall bill the person or their third-party payer for those continued services as appropriate and in accordance with all Rosecrance policies.
- F. The Parties agree to work collaboratively to seek and secure funding for the continued operation of the Program.

VII. TERMINATION

Notwithstanding any other provision hereof, Rockford, Loves Park, County and Rosecrance may terminate this Agreement without penalty at any time for convenience or any other reason upon thirty (30) days prior written notice to each other Party. Should a Party opt to terminate the Agreement that Party shall be liable to all other Parties for any expenses not reimbursed by the WCCMHB due to the termination.

VIII. TERM

The term of this Agreement shall be June 1, 2021 to May 31, 2022.

IX. BREACH

If any Party violates or breaches any term of the Agreement, such violation or breach shall be deemed to constitute a default, and the other Parties have the right to seek such administrative contractual, legal, or equitable remedies as may be suitable to the violation or breach; and, in addition if either Party, by reason of any default, fails within fifteen (15) days after notice thereof by the other Parties to comply with the conditions of this Agreement, this Agreement may be terminated by a majority of the remaining Parties.

X. INDEMNIFICATION

Each Party agrees to indemnify each other Party and its officers, directors, employees, contractors, and agents (collectively, "Representatives") from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding, or cause of action (each, a "Claim") brought by a Third Party against a Party or its Representatives

based on: (a) breach of any applicable Law by such Indemnifying Party occurring in furtherance of Program goals, or (b) negligence or willful misconduct by such Indemnifying Party or its respective employees, contractors, or agents occurring in furtherance of Program goals. The indemnification provisions herein shall not constitute a waiver by any party of their right to assert a defense based on a statutory or legal immunity.

XI. INSURANCE

- A. Comprehensive Liability: Rosecrance shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least \$1,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage. Rosecrance shall deliver to Rockford a Certification of Insurance naming Rockford as an additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to Rockford.
- B. Comprehensive Automobile Liability. Rosecrance shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired motor vehicles with limits of not less than \$500,000 per occurrence for damage to property.
- C. Combined Single Limit Policy. The requirements for insurance coverage for the general liability and auto exposures may be met with a combined single limit of \$1,000,000 per occurrence subject to a \$1,000,000 aggregate.
- D. Professional Liability. Rosecrance shall carry Professional Liability Insurance covering claims resulting from error, omissions, or negligent acts with a combined single limit of not less than \$1,000,000 per occurrence. A Certificate of Insurance shall be submitted to the Finance Director as evidence of insurance protection. The policy shall not be modified or terminated without thirty (30) days prior written notice to the Finance Director.

XII. SEVERABILITY

The Parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

XIII. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

XIV. MODIFICATION OR AMENDMENT

This Agreement and its exhibits constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. Each Party agrees that no representations or warranties shall be binding upon the other Party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

XV. APPLICABLE LAW

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 17th Judicial Circuit Court of Winnebago County, Illinois.

XVI. NEWS RELEASES

No party shall issue any news releases about the CCRT without prior approval from all other parties, nor will any Party make public proposals developed under this Agreement without written approval from all other parties, prior to said documentation becoming matters of public record.

XVII. NOTICES

All notices, reports, and documents required under this Agreement shall be in writing and shall be mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to City:
Chief of Police
City of Rockford Police Department
557 S. Newtowne Dr.
Rockford, IL 61108

B. As to Rosecrance:
David Gomel
President, Rosecrance
1021 N. Mulford Rd.
Rockford, IL 61107

C. As to Loves Park:
Chief of Police,
Loves Park Police Department
540 Loves Park Dr.
Loves Park, Il 61111

D. As to County:
Sheriff Gary Caruana

Winnebago County Sheriff's Office
650 W. State Street
Rockford, IL 61107

XVIII. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement it is expressly agreed and understood that in connection with the performance of this Agreement, each Party shall comply with all applicable federal, state, city, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety, privacy, collective bargaining provisions, and legal status of employees.

XIX. Non-Solicitation.

During the Term of this Agreement and for 1 year following the expiration or termination of this Agreement for any reason, the Parties agree not to solicit or hire directly or indirectly any of the other Parties' employees who provided services pursuant to this Agreement without the prior written consent of the affected party. This Section shall survive termination or expiration of this Agreement.

XX. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any Party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either Party any fax or e-mail copy of this Agreement shall be re-executed by the Parties in an original form. No Party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

City of Rockford,
an Illinois municipal corporation

City of Loves Park,
an Illinois municipal corporation

County of Winnebago, an Illinois body politic

Rosecrance, an Illinois not-for-profit corporation

Exhibit A

Winnebago County Community Mental Health Board Work Plan Agreement

INTRODUCTION: This Work Plan Agreement defines the expectations the Winnebago County Community Mental Health Board has of the agency and service listed including the work to be performed and/or the results to be achieved, for the stated contract year.

AGENCY: City of Rockford

SERVICE, PROGRAM or PROJECT NAME: Mental Health Co-Responder Program

AMOUNT: \$2,046,826.10

CONTRACT YEAR: June 1, 2021 – May 31, 2022

PRIORITY AREAS: Primary funding category.

- Mental Health Treatment
- Crisis Response Services
- Family and Community Support
- Case Management

TARGET POPULATION SERVED IN THIS PROGRAM:

Target population served in this service, program or project.

- Substance Abuse Disorders (all ages)
- Serious Mental Illness (18+)
- Infant and Early Childhood Mental Health (0-5)
- Severe Emotional Disturbances (3-21)

FUNDING AGREEMENT SPECIAL CONDITIONS

Special Condition #1 Work with WCCMHB to identify and develop evidence-based/best-practice design for co-responder program including hours of operation, coordination among participating organizations, customer satisfaction measurement tools, and budget amendments necessary to execute such

Special Condition #1 Due Date: Throughout program year

Special Condition #2 Provide list of policies currently in place for co-responder program

Special Condition #2 Due Date: Prior to Funding

Special Condition #3 Develop and/or provide time tracking process to ensure that any hired officers or detectives' time is 100% dedicated to co-responder program

Special Condition #3 Due Date: Prior to hiring

Special Condition #4 If funding is not renewed, fair market value of capital assets funded with WCCMHB funds must be reimbursed to WCCMHB

Special Condition #4 Due Date: Next funding cycle

Special Condition #5 MOU's between all partners must be provided

Special Condition #5 Due Date: Prior to funding of program

DEFINE THE SERVICE, PROGRAM, or PROJECT TO BE SUPPORTED OR DELIVERED

Define the service, program, project to be supported or delivered by requested funds.

This initiative changes the way law enforcement traditionally responds to behavioral health crises by including a mental health clinician on the initial response, while also providing follow up services to link individuals to the care they need.

The Mental Health Co-Responder Program will be an initiative aimed at helping individuals with mental illness and substance abuse disorders, and in partnership with WCCMHB will develop an evidence-based/best-practice design for the program.

OUTCOMES TO BE REPORTED FOR THIS SERVICE, PROGRAM or PROJECT SYSTEM CAPACITY OUTCOMES

- Accessibility
 - Crisis Co-Response Teams (CCRT) teams are easily accessible via telephone or in person during a visit
- Hours of Service
 - 16 hours a day; 5 days a week
- Wait Time
 - CCRT will measure the time from the 911 call to when the CCRT meets and assesses the citizen in need.
- Mobile Services
 - The CCRT teams go to the homes or last known location of the individuals who called 911
- Coordination
 - The CCRT team is coordinating care for all of the citizens who are in the pilot initiative
- Providers
 - The CCRT teams will be trained professionals from the Rockford Police Department, Winnebago County Sheriff, Loves Park Police Department, and Rosecrance.
- Awareness

- CCRT will be making monthly contact with at least 3 community providers about the initiative
- One training each quarter on mental health or substance use disorders for the community

INDIVIDUAL & FAMILY OUTCOMES

● **Individual and Family:**

- Persons and Families Served
 - CCRT will track number of calls, gender, reason for the call, and follow up services for the individual and family
- Symptom Improvement
 - CCRT will improve the patient’s symptoms by providing one on one education on the benefits of medication, crisis management, triggers, and outpatient support.
 - **No measurement provided
- Education/Employment
 - Connect patient with community resources
 - **No measurement provided
- Criminal Justice Involvement
 - Track the number of MH or SA calls (expected to be more than 319)
- Perception of Care
 - The evidence-based screening tools will provide perception of care data points to make changes to the Program to benefit the patient’s needs.

ESTIMATED CLIENTS SERVED – UNDUPLICATED PROJECTION: Clients Served - MHB funded projection

Serious Mental Illness	990
Severe Emotional Disturbances	990
Substance Abuse	370
Total	2350

HOURS OF PROGRAM OPERATION

CCRT, hours of operation will start out as Monday through Friday, from 7:00am to 11:00pm. The City of Rockford, CCRT partner agencies, and WCCMHB will collaborate to determine whether and how the program may expand to 24/7, 365 taking into account funding levels authorized within the program budget.

POSITIONS FUNDED

Position Title	Position FTE %	Position Qualifications
Position #1: CCRT Team Lead	100	Masters in Counseling, Psychology, Social Work or other related field, LCSW or LPC preferred
Position #2: CCRT Team Members	100	Bachelors or Masters preferred in Counseling, Psychology, Social Work, or other related field. Second level license for Therapist title Two years' experience in mental health
Position #3: CCRT Team Members	100	Same
Position #4: CCRT Team Members	100	Same
Position #5: CCRT Team Members	100	High school diploma/GED, Ability to achieve CCRS within 2 years from hire date Training in behavioral management and engagement technique
Position #6: CCRT Nurse	50	Current Illinois RN or LPN License
Position #7: CCRT Administrative staff	20	Direct program administrative support
Position #8: Police Officer or Deputy (Winnebago County Sheriff's Office 1 of 2)	100	Sworn law enforcement officer with training in mental health crisis response, de-escalation, and negotiation
Position #9: Police Officer or Deputy (Winnebago County Sheriff's Office 2 of 2)	100	Same
Position 10: Police Officer or Deputy (Loves Park Police Department)	100	Same
Position #11: Police Detective (Rockford Police Department 1 of 4)	100	Same
Position #12: Police Detective (Rockford Police Department 2 of 4)	100	Same
Position #13: Police Detective (Rockford Police Department 3 of 4)	100	Same
Position #14: Police Detective (Rockford Police Department 4 of 4)	100	Same

Grant Funding Criteria

The service is funded on a Grant basis. The full award is subject to reconciliation against actual reasonable and necessary, allowable expenses. A mid-year reconciliation report for expenses incurred from June 1, 2021 – November 30, 2021 is due December 31, 2021. A final reconciliation report for expenses incurred for the entire year (June 1, 2021

– May 31, 2022) is due to the Mental Health Board (MHB) by June 30, 2022. Unspent amounts shall be returned to the MHB by June 30, 2022.

Electronic Signature

Please Note: by entering data into the next three (3) fields calling for insertion of your Name, Title and Date, you are representing that you are an officer or agent for City of Rockford duly authorized to approve the Service, Program, Project Work Plan.

Authorized Signature:

Title:

Date:

Mental Health Board Reviewed/Accepted

Authorized Signature:

Date:

Winnebago County Community Mental Health Board Funding Agreement

THIS AGREEMENT (the "Agreement") is between the Winnebago County Community Mental Health Board (hereafter "WCCMHB") and City of Rockford (hereinafter "Provider") for a term commencing June 1, 2021 and ending May 30, 2022 (hereafter "Program Year").

A. **SERVICES AND BILLINGS.** The Provider shall furnish the programs and/or services set forth in the Work Plan Agreement including the special conditions, attached hereto and incorporated by reference herein, (hereafter "Services," "Work Plan," or "Special Conditions"). Grant Funding: The funding for the Services pursuant to this Agreement is a grant. The WCCMHB will pay the Provider the amount specified for each Service if the Provider achieves or shows significant progress toward projected grant deliverables or outcomes supported by quarterly data submission.

B. Billing Guidelines: Payments for the Services shall be made on a quarterly basis commencing with the month of June and each and every three months thereafter, upon submission by the Provider of a satisfactory quarterly Affidavit of performance of the Services in accordance with this Agreement, including any related data submission requirements and/or requirements of the Work Plan or Special Conditions.

Affidavit submissions shall occur prior to payment by WCCMHB and 15 days before, and no more than 30 days before, the end of quarter in which Services were provided, including resubmissions, unless otherwise approved by the WCCMHB. All Affidavits shall be submitted in accordance with the WCCMHB guidelines or policies currently in place or which are hereafter communicated to Provider.

1. LEARNING NETWORK COLLABORATIVE. Provider will attend Learning Network Collaborative ("LNC") meetings hosted by WCCMHB. The purpose of the LNC is to provide technical assistance to Provider to maintain grant compliance and to learn from challenges experiences by funded Provider. Provider is to send the Program Director or equivalent person who oversees the Services.

2. ADMISSION REQUIREMENTS. Except for the "Initial Services" set forth below, eligibility for Services is limited to residents of Winnebago County. Provider will maintain admission

criterion for the Services that aligns with the applicable Administrative Rules as required and outlined by the Illinois Department of Human Services (“IDHS”). Admission criteria shall be applied fairly and equally to *all* applicants without regard to ability to pay, race, gender, color, creed, national origin, disability, other protected class, or as otherwise required by law. If evidence has been found discrimination was used against an applicant, WCCMHB shall terminate this Agreement immediately by providing written notice to Provider.

Provider may, but shall not be required to, administer Initial Services to any person located in Winnebago County or within municipal boundaries of municipalities which fall primarily inside Winnebago County. “Initial Services” shall include, but not be limited to, collection of identification information, de-escalation of crisis event, initial screenings, and other immediate care and/or responsibilities as required by law. Upon termination of the immediate crisis event requiring Provider response, the Provider shall make a determination of eligibility for further services under the program. If the individual in question is not a resident of Winnebago County, the individual shall not receive further Services and the Provider shall cease expending grant funds received under this Agreement in the treatment of the individual. The Provider shall not reimburse the WCCMHB for the time, funds, or materials used in determination of eligibility and de-escalation of the immediate crisis event.

3. REPORTING, EVALUATION, AND MONITORING. Provider shall track and report measurable outcome data, service information, evaluation and monitoring data as specified below:

A. Measurable Outcomes: The Provider will adopt measurable outcomes for the Services and report on those measurable outcomes. Outcome reports are required to be completed in WCCMHB Grants Portal prior to payment by WCCMHB and not less than on a quarterly basis.

B. Critical or Sentinel Events: The Provider shall inform WCCMHB within 24 hours of any Critical Event or Sentinel Event that involves a WCCMHB Services. A “Critical Event” is any event involving clinical staff that potentially affects the Provider’s state medical licensure, Medicaid certification status, or puts the Provider or the WCCMHB at risk fiscally, clinically, or legally. A “Critical Event” does not include any event in which the sole

response is for law enforcement purposes and shall only include any event in a medical or clinical environment. A “Sentinel Event” is defined as any unanticipated event in a healthcare setting resulting in death or serious bodily or psychologically injury to a patient or patients, not related to the natural course of the patient’s illness. A “Sentinel Event” does not include any event in which the sole response is for law enforcement purposes and shall only include any event in a medical or clinical environment. Provider shall describe the Critical Event or Sentinel Event while also maintaining client confidentiality.

C. Staff Credentials: WCCMHB (either on its own or through a contractor or other designee) may audit the credentials, qualifications, and supervision of all Provider’s medical or clinical staff, but not sworn officers, to ensure compliance with the requirements of DHS/DNH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable local, state, or federal regulations. Provider shall conduct background checks on all employees and staff that are funded under this Agreement.

D. Changes to Services/Closures: WCCMHB shall be notified in writing at least 30 days in advance of any foreseeable closure or significant change to the Services or expected to impact Service availability requirements. This also includes staff reduction in force which would alter capacity to fulfill Provider’s obligations under this Agreement.

E. Change in Operations: In the event the Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing operations, any of which that would impact terms of the Agreement, or Provider is facing financial insolvency, missed payroll or delayed payment of payroll expected to impact Service availability, Provider shall provide as much advance notice relative to the occurrence to WCCMHB as possible to avoid sudden changes in Agreement.

4. FINANCIAL INFORMATION. Provider shall use a fund accounting system and follow generally accepted accounting standards. Provider shall comply with the U.S. Office of Management and Budget (OMB) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as applicable. Provider shall report a reconciliation of

WCCMHB payments to actual expenditures 1) for the first 6 months of this Agreement, within 30 days of the close of the 6th month, and 2) for the Program Year, within 30 days of the close of the Program Year. Reconciliation shall be on the form and in accordance with the instructions provided by the WCCMHB.

Unexpended funds, funds reimbursed from another source including fee for service revenue generated by the provider for service in excess of program budget estimates, ineligible expenses, disallowed expenses, and/or unauthorized budget movement shall be returned to the WCCMHB within 30 days of any reconciliation and WCCMHB may withhold funds from scheduled payments to Provider based on any reconciliation. After WCCMHB review, any further unexpended funds, funds reimbursed from another source, ineligible expenses, disallowed expenses, and/or unauthorized budget movement as determined by the WCCMHB shall result in further recoupment of WCCMHB funding. The following rules will apply to budget movement:

- Budget items may not be moved or reallocated to a category previously at zero.
- The cumulative total budget movement for each award line is limited to \$3,000.00 cumulative total per Program Year

Any budget movement exceeding these limits must be requested in writing and received by the WCCMHB prior to July and be reviewed and authorized by the WCCMHB. Requests received after that date shall not be considered.

On request, Provider shall provide and furnish WCCMHB with copies of any financial reports submitted to the Board of Directors of Provider and shall further provide and furnish the WCCMHB with financial reports, demographic, and any statistical information concerning the operation of its Services, as required by the WCCMHB. WCCMHB (either on its own or through a contractor or other designee) may audit Provider's financial information relating to any funding under this Agreement.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or state or federal law, is considered confidential to the client as Protected Health Information ("PHI") or as Protected Personally Identifiable Information ("PII").

The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

5. FUNDING OTHER PROVIDERS. As lead agency, Provider agrees to take on a lead administrative role and ensure that sub awardees comply with this Agreement, are aligned with Provider's strategic plan and Provider's application to WCCMHB, and comply with all funding and reporting policies and procedure as outlined by the WCCMHB.

6. COUNTY BOARD APPROVAL. Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of WCCMHB's budget by the Winnebago County Board, the appropriation and levy of sufficient taxes by the Winnebago County Board to fund said budget, and the collection and distribution of sufficient tax revenues. The Winnebago County Board has approved and appropriated WCCMHB's budget for the grant period.

7. SERVICE REPORTING REQUIREMENTS. On request, the Provider shall provide reports in either paper or electronic format acceptable by the WCCMHB. WCCMHB billing affidavits shall be accompanied by the submission of data as specified in the WCCMHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation as reasonably requested by the WCCMHB. Failure of Provider to submit requested information to the WCCMHB shall be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

8. MENTAL HEALTH BOARD POLICIES. The Provider shall conform with and abide by all funding and reporting policies, guidelines, rules, regulations, and instructions issued and adopted by WCCMHB, whether now or adopted during the term of this Agreement, providing that they do not materially modify the substantive provisions of this Agreement or conflict with policies, general orders, collective bargaining agreements, or state or federal laws related to the applicable law enforcement agencies or officers. If changes are to be made, Provider shall receive written notice of any regular monthly meeting or special meeting of the WCCMHB at which the adoption of any policy, guideline, rule, regulation, or instruction will be considered and Provider may address WCCMHB concerning any matters regarding it. Provider shall be notified in writing of all such policies, guidelines, rules, regulations, or instructions now in effect or hereafter adopted.

9. LIABILITY/INDEMNIFICATION/INSURANCE. WCCMHB assumes no liability for actions of Provider or the Provider's employees under this Agreement. Provider shall indemnify, defend and hold harmless WCCMHB, and its respective agents, employees, officers, directors, successors (collectively, the "Indemnitees") in respect to any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgements, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorney's fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of Provider, its agents or representatives in connection with the performance of its obligations under this Agreement, (ii) any allegations by any federal, state or local government authority that Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed funds, including but not limited to any allegations that Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of state or federal laws and regulations the Provider has certified as being in compliance.

10. REPAYMENT. The Provider shall prepay to the WCCMHB all or any portion of the funds received under this Agreement if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of the competent jurisdiction for any reason. Provider shall repay to the WCCMHB all or any portion of the funds received under this Agreement if any breach of this Agreement or if the WCCMHB finds a violation by the Provider of any relevant WCCMHB policy. Provider shall only be obligated to repay the part or portions of the funds that have been disallowed.

Notwithstanding any other terms in this Agreement to the contrary, if WCCMHB determines that grant funds were not fully utilized for the Service, WCCMHB shall request a repayment of the entire amount, or portion thereof, and Provider shall repay said amount to WCCMHB upon Provider's receipt of said request.

11. TERMINATION. Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other party. However, either party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating party, if the non-terminating party breaches any of

its material obligations under this Agreement. The Provider's reporting obligation and obligation to repay certain amounts under this Agreement shall survive the termination of this Agreement.

In the event of a termination, the Provider shall incur no further costs and, unless the Provider is obligated under Section 10, Repayment, the Provider shall be made whole for any costs already incurred. Should the Provider be in possession of additional WCCMHB funds at the time of termination, said funds shall be returned within 30 days of termination.

12. MONITORING AND EVALUATION. WCCMHB through its President, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Services are conducted by the Provider under this Agreement and to all records relating to the Services and their operation for the purposes of monitoring and evaluating the Services and payment by the WCCMHB within reasonable notice. WCCMHB also reserves the right to require supplementary material for the purposes of monitoring and evaluating services and payment procedures. Provider and WCCMHB shall comply with the confidentiality requirements set by the state and federal law, as well as other regulations and rules that Provider is obligated to follow, subject to all mandated reporting requirements.

13. LEGAL COMPLIANCE. Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of its governing body authoring the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative (or "designee") of the Provider to act in connection with the Agreement and to provide such additional information as may be required by WCCMHB.

14. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

15. CONTROLLING LAW/ENFORCEMENT. The Agreement that is signed is to be governed by the laws of the State of Illinois and the parties agree that exclusive venue for any legal proceedings shall be in Winnebago County, Illinois. In the event either party takes any legal

action to enforce the terms of this Agreement, including litigation, the losing party shall reimburse the prevailing party for all legal fees incurred.

16. CERTIFICATIONS. By signing this Agreement, Provider certifies to WCCMHB that Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from WCCMHB shall constitute a further certification of such compliance and eligibility. Provider shall provide evidence of the certifications of compliance and eligibility upon request by and to the satisfaction of the WCCMHB.

17. NOTICE. All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by email, or by fax; on the date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties.

If to WCCMHB: Contact: Mary Ann Abate WCCMHB C/O RPC 127 N. Wyman Street, Suite 100 Rockford, IL 61101	If to Provider: Contact: Chief of Police Rockford Police Department 557 S. Newtowne Dr. Rockford, IL 61108
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18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the representative parties' designees hereto.

WCCMHB:

PROVIDER:

Winnebago County Community
Mental Health Board
By: _____
Its: _____

Name of Provider: _____
By: _____
Its: _____

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CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: JULY 26, 2021

DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING A LETTER AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL LODGE #187 REGARDING A SPECIALTY PAY PROVISION FOR ASSIGNMENT TO A CRISIS CO-RESPONDER TEAM

WHEREAS, The City of Loves Park ("City"), has entered into Intergovernmental Agreement with the City of Rockford, Winnebago County and Rosecrance, Inc. for the formation of Crisis Co-Responder Teams ("CCRTs") to respond to call for service relating to individuals experiencing mental health issues; and

WHEREAS, the City of Loves Park Police Department will receive funding through the grant for an officer to participate in the CCRT; and

WHEREAS, the current Collective Bargaining Agreement between the City and the Illinois Fraternal Order of Police Labor Council Lodge #187 ("FOP"), provides, in Appendix B, specialty pay for certain assignments within the Loves Park Police Department; and

WHEREAS, the City has negotiated a letter agreement ("Agreement"), with the FOP, that participation in the CCRTs should be added to the list of positions eligible for specialty pay; and

WHEREAS, the City now desires to approve said Agreement and authorize the Chief of Police to execute the Agreement.

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

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

PASSED AND APPROVED the _____ day of _____, 2021.

Alderman John Jacobson, Chairman

Alderman Mark Peterson, Vice Chairman

Alderman John Pruitt

Alderman Jim Puckett

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

LETTER AGREEMENT

This Letter Agreement (Agreement), is by and between the City of Loves Park Police Department (Department) and The Illinois Fraternal Order of Police Labor Council Lodge #187 (FOP) and pertains solely to the agreed-upon addition of a CCRT Position to the Specialty Pay provision of the current collective bargaining agreement.

Department and FOP hereby agree that Appendix B, Section B-2 Specialty Pay, shall be amended to add to the list of specialty pay positions, CCRT, which is an assignment to the Crisis Co-Responder Team in conjunction with the City of Rockford, the Winnebago County Sheriff's Department and Rosecrance, Inc. The CCRT is subject to a sub-grant from the City of Rockford through the Winnebago County Community Health Board and shall remain a specialty assignment only so long as the grant funding remains in place. The City shall be under no obligation to maintain the position.

Signed:

For the City of Loves Park Police Department

For the Illinois F.O.P Labor Council

Chief Chuck Lynde
Authorized Representative Date

Mike Powell
Authorized Representative Date

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: JULY 26, 2021

**DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE BETWEEN THE CITY OF LOVES PARK AND THE BOONE WINNEBAGO COUNTY REGIONAL OFFICE OF EDUCATION

WHEREAS, the City of Loves Park (“City”) has additional space in its building; and

WHEREAS, the Boone Winnebago County Regional Office of Education (“ROE”) has been a long-time tenant of the City; and

WHEREAS, the City and the ROE wish to continue their Landlord/Tenant relationship by establishing a new lease; and

WHEREAS, the City has determined it is in the best interest of the City and its citizens to enter into the lease; and

WHEREAS, the City now desires to approve said lease and authorize the Mayor to execute the lease and to have the City Clerk attest to the same.

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

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

PASSED AND APPROVED the _____ day of _____, 2021.

Alderman John Jacobson, Chairman

Alderman Mark Peterson, Vice Chairman

Alderman John Pruitt

Alderman Jim Puckett

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

LEASE AGREEMENT

THIS AGREEMENT (“Lease”) is made and entered into as of the 1st day of August, 2021 by and between the City of Loves Park, Illinois, an Illinois Municipal Corporation, hereinafter referred to as “Lessor,” and the Boone Winnebago County Regional Board of Education, an Illinois body politic, hereinafter referred to as “Lessee.”

RECITALS

- A. WHEREAS, Lessor is the owner of the building commonly known as the Joseph F. Sinkiawic Municipal Building and the Civic Center, located at 100 Heart Blvd., Loves Park, Illinois; and
- B. WHEREAS, Lessee is currently a tenant of the City and wishes to continue to be a lessee in a portion of said building; and
- C. WHEREAS, the parties desire to provide a full statement of their agreements for the term of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it is hereby agreed between the parties hereto as follows:

1. LEASED PREMISES

Lessor hereby leases to Lessee and Lessee leases for the Term (defined below), at the rental rate set forth below, and upon all the conditions set forth herein, plus or minus 1,327 square feet, including four (4) individual band practice rooms and 725 square feet commonly known as Room 14 of the interior space (all collectively, the “Leased Premises”) in the center section of the existing building of the Joseph F. Sinkiawic Municipal Building and Civic Center located at 100 Heart Boulevard, Loves Park, Illinois, (“Building”), which Leased Premises are currently occupied by Lessee.

2. TERM

2.1 INITIAL TERM

The initial term of this Lease (“Initial Term”) shall be for 5 years and shall commence on August 1, 2021.

2.2 RENEWAL TERM

Lessee is given the option to extend the term of the Lease for successive five (5) year periods (“Renewal Term”) following the Initial Term. The

option shall be exercised, if at all, by the Lessee giving Lessor written notice to that effect ninety (90) days prior to the expiration of the Initial Term of the Lease and any subsequent Renewal Term. The Initial Term and any Renewal Term, shall be collectively referred to herein as the Term.

2.3 EARLY TERMINATION

Except as otherwise provided in this Lease, either party shall have the right during the Initial term or any subsequent Renewal Term to terminate this Lease for any reason upon providing the other party one-hundred eighty days (180) days written notice prior to the date of termination.

3. RENT

During the Initial Term of this Lease, Lessee shall pay to Lessor as rent for the Leased Premises equal monthly installments of in advance, on the first day of each month ("Rent"). Each succeeding year of the Initial Term the Rent shall increase by three percent (3%). Rent for the Initial Term is to be paid according to the following schedule:

August 1, 2021 through July 31, 2022: \$4,465.50 per month.
August 1, 2022 through July 31, 2023: \$4,599.47 per month.
August 1, 2023 through July 31, 2024: \$4,737.45 per month.
August 1, 2024 through July 31, 2025: \$4,879.57 per month.
August 1, 2025 through July 31, 2026: \$5,025.96 per month.

Within ninety (90) days of the termination of the Initial Term and each successor Renewal Term, if any, Lessor and Lessee shall negotiate in good faith increases to the Rent to be paid by Lessee during each successive Renewal Term. If the parties are unable to reach an agreement regarding the Rent prior to the termination of the initial or any successor term, this Lease shall terminate at the end of the then current Term.

4. USE

4.1 USE OF LEASED PREMISES

The Lease Premises shall be used and occupied for an office and as a training center for the Regional Office of Education. Lessor acknowledges that Lessee's hours of operation may be other than the normal day time hours of operation of an office type use, and Lessor shall not adopt regulations or rules which prohibit Lessee from operating the Leased Premises at such hours as are commensurate with such a facility.

4.2 COMPLIANCE WITH LAW

Lessee shall, at Lessee's expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Leased Premises. Lessee shall not use or permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance.

4.3 SIGNAGE

Lessee, subject to Lessor's approval in writing, which approval shall not be unreasonably withheld, may erect signage at its expense which signage shall be compatible with the design of the building.

5. MAINTENANCE REPAIRS AND ALTERATIONS

5.1 LESSOR'S OBLIGATIONS

Subject to the provisions of Article 7 and except for damage caused by any negligent or intentional act or omissions of Lessee, Lessee's agents, employees, or invitees, Lessor shall keep in good order, condition and repair at Lessor's expense, the entire building, including the Leased Premises, which shall include but not be limited to the foundations, exterior walls, the roof, exterior doors and windows of the building; all sidewalks, landscaping, driveways, parking areas, and signs situated outside of the building; and all plumbing, heating, air conditioning, ventilation, electrical and lighting facilities and equipment; arrange for regular trash and refuse removal from an outside receptacle; appropriately secure the Leased Premises such that during non-business hours access cannot be obtained from other areas of the Building to the Leased Premises and keep in good order, condition and repair fixtures, interior walls and external surfaces of exterior walls, ceilings, interior windows, and doors, and interior glass located within the Leased Premises. Lessee shall not be obligated to pay for any item of repair or maintenance to the extent Lessor receives insurance proceeds therefore or recovers the cost of repairs under warranty claims.

5.2 LESSEE'S OBLIGATIONS

Subject to the provisions of Article 7 and Paragraph 5.1, Lessee shall be responsible for hiring and supervising the cleaning service hired for the Leased Premises. Said cleaning service shall clean all areas of the Leased Premises at Lessee's expense.

5.3 ALTERATIONS AND ADDITIONS

The Lessee shall not, without Lessor's prior written consent make any alterations, improvements, additions, or utility installations in, on or about the Leased Premises, except for non-structural alterations not exceeding Two Thousand Dollars (\$2,000.00) in cost.

6. INSURANCE AND INDEMNITY

6.1 LIABILITY INSURANCE

Lessee shall, at Lessee's expense, during the term of this Lease, maintain an insurance policy or policies providing coverage for Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. Such insurance shall be adequate to provide coverage in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for any one person injured or One Million Dollars (\$1,000,000.00) for any one accident or occurrence. Such insurance shall further protect Lessor and Lessee against liability for property damage of at least Three Hundred Fifty Thousand Dollars. (\$350,000.00).

6.2 PROPERTY INSURANCE

Lessor shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Building in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). Lessor shall not, however, be responsible for insuring against loss or damage to Lessee's fixtures, equipment, or property situated upon or within the Leased Premises.

6.3 CONTENT INSURANCE

Lessee shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the fixtures, inventory or other contents of Lessee's situated in the Leased Premises.

6.4 INDEMNITY

Each party shall indemnify and save each other harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of fire, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, occasioned wholly or in part by any act or omission of the other party, its agents, contractors, employees, servants, or invitees. In case a party shall, without fault on its

part, be made a party to any litigation commenced by or against the other party, then the other party shall protect and hold the party without fault harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid in connection with such litigation.

7. DAMAGE OR DESTRUCTION

7.1 PARTIAL DAMAGE-INSURED

Subject to the provisions of Paragraphs 7.3 and 7.4, if the Leased Premises are damaged and such damage was caused by a casualty covered under an insurance policy required to be maintained pursuant to Paragraph 6.2, Lessor shall at Lessor's expense and from the proceeds of the insurance repair such damage as soon as reasonably possible, and this Lease shall continue in full force and effect.

7.2 PARTIAL DAMAGE-UNINSURED

Subject to the provisions of Paragraphs 7.3 and 7.4, if at any time during the term hereof the Leased Premises are damaged, except by a negligent or willful act of Lessee, and such damage was caused by a casualty not covered under an insurance policy required to be maintained pursuant to Paragraph 6.2, Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease at or of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event the Lessee shall proceed to make such repairs as soon as reasonable possible. If Lessee does not give such notice within such ten (10) day period, this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

7.3 TOTAL DESTRUCTION

If at any time during the time hereof the Leased Premises are totally destroyed for any cause whether or not covered by the insurance required to be maintained pursuant to Paragraph 6.2 (including any total destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction, and Lessee shall have no right in the proceeds of any insurance policy maintained by Lessor.

7.4 DAMAGE NEAR END OF TERM

If the Leased Premises are partially destroyed or damaged during the last six (6) months of the term of this Lease, or during the last six (6) months of any Renewal Term, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election not to do so within (30) days after the date of occurrence of such damage.

7.5 ABATEMENT OF RENT: LESSEE'S REMEDIES

- (a) If the Leased Premises are partially destroyed or damaged and Lessor or Lessee repairs or restores them pursuant to the provisions of this Article, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated. If the Leased Premises cannot be repaired within ninety (90) days following the damage or destruction, it will be deemed to be partially destroyed or damaged pursuant to the provisions of this Paragraph.
- (b) If Lessor shall be obligated to repair or restore the Leased Premises under the provisions of this Article 7 and shall not commence such repair or restoration within thirty (30) days after such obligation shall accrue, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event, this Lease shall terminate as of the date of such notice. Any abatement in rent shall be computed as provided in Paragraph 7.5(a).

7.6 TERMINATION – ADVANCE PAYMENTS

Upon termination of this Lease pursuant to this Paragraph 7, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor.

8. UTILITIES

Lessor shall be responsible for providing heat, electrical, water and sewer utilities to the Premises. Lessee shall be responsible for all other utilities including telephone expense and installation associated therewith.

9. ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or by operation of law assign, or otherwise transfer or encumber all or any part of Lessee's interest in this lease or in the Leased Premises without Lessor's prior written consent.

10. LESSOR'S ACCESS TO PREMISES

The Lessor shall have access into, through, and upon the Leased Premises for the purpose of operation, maintenance, repair and inspection of said Leased Premises; provided that such access, except in case of emergency, shall occur only after reasonable notice to Lessee, and at a reasonable time so as to minimize interference with the operations of the Lessee and its use of the Leased Premises. Lessor reserves the right to interrupt the services of the heating, air conditioning, plumbing, electrical and other utility systems when necessary by reason of accident or emergency until such repairs have been made, provided such repairs are made with reasonable diligence. All other repairs are to be made with reasonable diligence. All other repairs, maintenance, alterations, replacement and improvements shall be made at reasonable times so as to minimize interference with the use of said Leased Premises by the Lessee.

11. GENERAL PROVISIONS

11.1 SEVERABILITY

The invalidity of any portion of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions thereof.

11.2 TIME OF ESSENCE

Time is of the essence.

11.3 CAPTIONS

Article and paragraph captions are not a part thereof.

11.4 INCORPORATION OF PRIOR AGREEMENTS

This lease contains all of the agreements of the parties with respect to any matter mentioned herein. All prior agreements or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

11.5 NOTICES

All notices required herein shall be in writing and be addressed to the Lessor at the Office of the Mayor, 100 Heart Blvd., Loves Park, IL 61111. Notices shall be given by certified mail.

11.6 BINDING EFFECT: CHOICE OF LAW

Subject to any provisions hereof restricting assignment or subletting by Lessee, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

LESSOR:

LESSEE:

THE CITY OF LOVES PARK

THE BOONE WINNEBAGO
COUNTY REGIONAL BOARD OF
EDUCATION, AN ILLINOIS BODY
POLITIC

By: _____
Gregory R. Jury
Mayor
City of Loves Park, Illinois

By: _____
Scott Bloomquist
Regional Superintendent

ATTEST:

ATTEST:

Robert Burden
Loves Park City Clerk

Allison Pierson
Assistant Regional
Superintendent

FISCAL YEAR 2021 - 2022 APPROPRIATION ORDINANCE

**AN ORDINANCE MAKING APPROPRIATION FOR CORPORATE PURPOSE FOR THE YEAR 2021-2022
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:**

Section 1: That the following sums of money or so much thereof as may be needed or deemed necessary to defray all expenses and liabilities of the City, be and the same or hereinafter specified for the Fiscal Year commencing on the 1st day of May 2021 and ending on the 30th day of April 2022.

Section 2: Attached and made a part of this Ordinance is the itemized income available for the 2021-2022 year to meet the obligation set forth in this Appropriation Ordinance.

GENERAL ADMINISTRATION

Salaries of Aldermen	\$117,000.00
Expenses of City Officials	\$25,000.00
Office Supplies	\$1,000.00
New Equipment	\$1,000.00
Telephone	\$16,000.00
Workman's Compensation	\$219,115.00
General Administration	\$10,000.00
Social Security	\$155,000.00
Medicare	\$85,000.00
Insurance-City Property/Personnel	\$205,000.00
Group Health & Life Insurance	\$1,801,000.00
IMRF	\$250,000.00
Contracted Transit Services	\$403,085.00
Website Maintenance	\$60,000.00
IT Support/Fiber Costs	\$15,000.00
Miscellaneous	\$25,000.00
Recording Fees/Mowing Liens/Mowing	\$10,000.00
Unemployment Claims	\$10,000.00
Self Insurance	\$10,000.00
Copy Machine/Shredder Expense	\$7,000.00
Reclaiming First	\$170,000.00
Tourism	\$300,000.00
Rockford Area Economic Development Council	\$25,000.00
City Tourism Development	\$10,000.00
Organizations Grant Program	\$10,000.00
Economic Development Fund	\$200,000.00
Debt Service-Principal-Leases/All Depts./Alpine Cert.	\$1,510,000.00
Debt Service-Interest-Leases/All Depts./Alpine Cert.	\$170,000.00
Sales Tax Agreements	\$1,007,000.00
Grants/includes PD	\$100,000.00
IDHA Rehabilitation Grant	\$110,000.00
IDHA Demolition Grant	\$48,000.00
Orth Road Engineering	\$33,000.00
Crimestoppers Grant	\$32,500.00
American Rescue Grant	\$1,444,000.00
Regional GIS Development	\$11,000.00
Riverside Traffic Study	\$50,000.00
HR Consulting	\$3,000.00
Harvest Hills SSA #1	\$27,409.00
Perryville Lights SSA Project	\$104,400.00
Interstate Blvd Project	\$500,000.00
Beautification	\$30,000.00
EPA Sand Park Remediation	\$10,000.00
MRO Airport Agreement	\$20,000.00
Contingency Fund	\$500,000.00
TOTAL GENERAL ADMINISTRATION	\$9,850,509.00

MAYOR'S OFFICE

Salary of Mayor	\$97,098.00
Expenses of Mayor	\$6,000.00
Conference Expenses	\$2,000.00
Salary of Clerk	\$20,800.00
Secretary	\$44,730.00
Office Supplies	\$1,000.00
Telephone	\$1,000.00
Gasoline	\$4,000.00
Car Repair and Maintenance	\$7,000.00
Miscellaneous	\$500.00
New Equipment	\$5,000.00

TOTAL MAYOR'S OFFICE

\$189,128.00

CITY CLERK'S OFFICE

Salary of City Clerk	\$80,915.00
Salary of Deputy Clerk	\$59,850.00
Salary of Secretary	\$44,730.00
Overtime	\$500.00
Longevity	\$4,584.00
Publication of Legal Notices	\$3,000.00
Expenses of Election	\$300.00
Professional Development	\$2,400.00
Office Supplies	\$3,000.00
New Equipment	\$1,500.00
Agenda Software	\$8,000.00
Office Equipment Maintenance	\$4,000.00
License & Tags	\$1,200.00
Telephone	\$600.00
Licensing Background Checks	\$1,000.00
Miscellaneous	\$2,500.00

TOTAL CITY CLERK'S OFFICE

\$218,079.00

TREASURER'S OFFICE

Salary of Treasurer	\$80,915.00
Salary of Deputy Treasurer	\$71,980.00
Salary of Secretary	\$53,925.00
Pension Administrator	\$5,000.00
Overtime	\$20,000.00
Longevity	\$9,963.00
Office Supplies	\$5,000.00
New Equipment	\$11,000.00
Telephone	\$500.00
Auditing	\$29,000.00
Actuarial Services	\$8,250.00
Miscellaneous	\$500.00
Bank Fees	\$30,000.00

TOTAL TREASURER'S OFFICE

\$326,033.00

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT

Building Inspector	\$72,280.00
Electrical Inspector	\$72,280.00
Longevity	\$27,271.00
Plumbing Inspector	\$27,645.00
Licensing, Dues, and Subscriptions	\$3,000.00
Office Supplies	\$5,500.00
New Equipment	\$18,000.00
WINGIS Maintenance	\$1,000.00
Printing/Reproductions	\$2,000.00
Telephone	\$8,000.00
Training/Conferences	\$4,500.00
Miscellaneous	\$1,000.00
Economic Development/Planning Manager	\$83,115.00
Zoning Board Members Salaries	\$3,360.00
Community Development Secretary	\$47,417.00
Clerical Part-time	\$10,000.00
Zoning Officer	\$49,870.00
Code Enforcement Officer	\$55,248.00
Public Works Secretary	\$47,417.00
Community Development Director	\$99,736.00
Meeting Expense	\$500.00
Travel Expense	\$3,000.00
Tax Increment Financing (TIF)	\$36,000.00
Software Maintenance	\$15,000.00
Plotter Maintenance	\$1,000.00
RMAP Fees	\$20,000.00
Winnebago County Inspection Fees	\$4,000.00
Gasoline	\$5,000.00
Car Repair and Maintenance	\$8,000.00
Branding and Marketing	\$20,000.00
Engineering Services	\$5,000.00
EPA Storm Water Fee	\$1,000.00

TOTAL COMMUNITY DEVELOPMENT/PUBLIC WORKS **\$757,139.00**

CITY ATTORNEY'S OFFICE

Special Prosecutor/Assistant City Atty.	\$65,000.00
Claims and Additional Attorney's Expenses	\$350,000.00
Code Enforcement Hearing Expenses	\$20,000.00
Special Assessment Professional Services	\$5,000.00

TOTAL CITY ATTORNEY **\$440,000.00**

BUILDINGS AND GROUNDS

Facilities Manager	\$22,000.00
Contracted Facilities Management	\$36,000.00
Longevity	\$7,272.00
Telephone	\$250.00
Custodial Service	\$60,000.00
Natural Gas	\$10,000.00
Electricity	\$10,000.00
Improvements	\$150,000.00
Building Repair and Maintenance	\$500,000.00
Water and Sewer Charge - All City Depts.	\$10,000.00
Landscaping	\$20,000.00
Miscellaneous	\$15,000.00
Parks	\$65,000.00

TOTAL BUILDINGS AND GROUNDS **\$905,522.00**

HEALTH AND SANITATION

Senior Discount Sanitary Sewer	\$4,000.00
Mosquito Spraying	\$50,000.00
Miscellaneous	\$1,000.00
Animal control	\$60,000.00

TOTAL HEALTH AND SANITATION**\$115,000.00****STREET DEPARTMENT**

Street Dept. Manager	\$88,654.00
Public Works Foreman	\$38,732.00
Maintenance Wages	\$504,774.00
Seasonal Hires	\$25,000.00
Longevity	\$20,666.00
Road Repair Materials	\$70,000.00
Road Repairs and Infrastructure	\$1,025,000.00
Sidewalks and Curb Repairs	\$70,000.00
Storm Water Management	\$868,000.00
Engineering Future Projects	\$210,000.00
New Equipment	\$360,000.00
Uniforms	\$10,000.00
Tools	\$3,000.00
Buildings & Grounds, Maint./Repair	\$40,000.00
Maintenance Inventory	\$15,000.00
Equipment Repairs/Trucks	\$100,000.00
Equipment Repairs/Tools	\$2,000.00
Equipment Repairs/Sweepers	\$35,000.00
Equipment Repairs/Saws,Mowers,Small Equip	\$8,000.00
Equipment Repairs/Major Equipment	\$20,000.00
Maintenance-St.Sewers/Catch Basins	\$10,000.00
Contract Maint-Street Sewers/Basins	\$8,000.00
Snow Removal - In House	\$70,000.00
Snow Removal - Contractual	\$20,000.00
Snow Removal - Maintenance	\$35,000.00
Oil & Fluids	\$10,000.00
Utilities	\$1,000.00
Communications Expense	\$12,000.00
Miscellaneous	\$3,000.00
Bridges & Inspections	\$20,000.00
Safety Supplies & Inspections	\$7,000.00
Travel	\$4,000.00
Training	\$6,000.00
Truck Licensing	\$500.00
Gasoline	\$50,000.00
Signs	\$30,000.00
Traffic Signal Maintenance	\$50,000.00
Street Paint	\$20,000.00
Street Light Maintenance	\$25,000.00

TOTAL STREET DEPARTMENT**\$3,895,326.00**

FIRE DEPARTMENT	
Salary of Fire Chief	\$95,304.00
Salary of Deputy Chief of Administration	\$25,745.00
Firefighters Allowance	\$10,000.00
Contract Fire/Paramedic Services	\$2,231,528.00
Ambulance Billing Service	\$55,000.00
Fire Dept. Equipment Repairs	\$100,000.00
Fire Department Certifications	\$11,650.00
Office Supplies	\$5,700.00
EMS Supplies	\$16,500.00
Maintenance Supplies	\$3,500.00
Uniforms	\$3,500.00
New Equipment	\$151,000.00
Firefighter Turnout Gear	\$20,000.00
Truck Maintenance Supplies	\$500.00
Maintenance of Station #1	\$5,000.00
Maintenance of Station #2	\$2,500.00
Education Expenses	\$10,500.00
Travel Expense	\$1,000.00
Dues & Subscriptions	\$5,840.00
Utilities	\$3,000.00
Employment Medical/Fitness Exams	\$25,000.00
Inspection Bureau	\$1,750.00
Miscellaneous	\$1,400.00
Gasoline	\$30,000.00
Communication Expenses	\$74,700.00
Computer Expense	\$43,115.00
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TOTAL FIRE DEPARTMENT	\$2,933,732.00

<u>POLICE DEPARTMENT</u>	
Salary of Police Chief	\$120,426.00
Salary of Deputy Chiefs	\$219,600.00
Salaries of Regular Officers	\$3,097,724.00
Salaries of Reg. Officers – Overtime	\$175,000.00
Longevity – Union & Non-Union	\$128,261.00
911 Dispatch Services	\$150,352.00
Uniform Allowance	\$60,000.00
Uniform Cleaning Allowance	\$50,700.00
Education Expenses	\$46,500.00
Squad Cars Equipment/Supplies	\$10,000.00
Office Equipment/Supplies	\$30,000.00
Communication Expense and Telephones	\$62,000.00
Salary of Full-time Clerical	\$39,850.00
Evidence Processing Fees	\$50,000.00
Arms, Ammunition and Equipment	\$20,500.00
Miscellaneous	\$7,500.00
Towing Expense	\$70,000.00
Police Pension Fund	\$1,464,435.00
Public Information	\$10,000.00
Special Investigative Expense	\$16,500.00
Data Processing	\$111,000.00
Department Forms and Printing	\$5,000.00
New Equipment	\$120,000.00
Police Secretary	\$52,675.00
Drug Forfeiture Account (restricted)	\$5,000.00
Slant Salaries	\$88,608.00
Squad Replacements	\$202,000.00
Clerical Assistant	\$35,000.00
Task Forces-Federal Equitable Sharing	\$150,000.00
Squad Licensing	\$3,000.00
Gasoline	\$95,000.00
Squad Repair and Maintenance	\$75,000.00

TOTAL POLICE DEPARTMENT

\$6,771,631.00

CIVIL SERVICE

Meeting Expense	\$2,600.00
Civil Service Exams	\$3,000.00
Civil Service Printing	\$300.00
Court Reporter	\$500.00
Publication Costs	\$2,000.00
Attorney's Fees	\$25,000.00
Miscellaneous	\$500.00
Office Supplies	\$100.00

TOTAL CIVIL SERVICE

\$34,000.00

EXPENDITURES BY DEPARTMENT

General Administration	\$9,850,509.00
Mayor's Office	\$189,128.00
City Clerk's Office	\$218,079.00
Treasurer's Office	\$326,033.00
Community Development/Public Works	\$757,139.00
City Attorney's Office	\$440,000.00
Buildings and Grounds	\$905,522.00
Health and Sanitation	\$115,000.00
Street Department	\$3,895,326.00
Fire Department	\$2,933,732.00
Police Department	\$6,771,631.00
Civil Service	\$34,000.00
TOTAL GENERAL FUND APPROPRIATION	\$26,436,099.00

EXPENDITURES BY RESTRICTED FUNDS 2021-2022

LOVES PARK WATER DEPARTMENT – (Restricted)

Water Dept. Manager	\$93,087.00
Public Works Foreman	\$38,733.00
Office Salaries	\$171,000.00
Seasonal Hires	\$4,500.00
Maintenance Salaries	\$512,392.00
Longevity	\$22,000.00
Health Insurance	\$215,000.00
FICA & Medicare	\$66,656.00
IMRF	\$98,245.00
Workmen’s Compensation Ins. Expense	\$11,000.00
Pension Expense - GASB 68	\$21,000.00
Repair and Maintenance	\$953,000.00
Utility Expenses	\$598,500.00
Vehicle Expenses	\$40,000.00
Office Expenses	\$268,600.00
Chemicals	\$115,500.00
Meters	\$17,000.00
Interest & Other Expenses	\$167,000.00
Depreciation Expense	\$850,000.00
Rock River Disposal Refuse Collection	\$1,900,000.00

Total **\$6,163,213.00**

BRIDGE FUND (restricted)

Maintenance \$110,500.00

MOTOR FUEL TAX FUND (Restricted)

Road Construction and Repair \$4,861,747.00

NORTH SECOND STREET TIF (Restricted)

Expenditures Re: Public Projects/RDA’s/Bond Pmts. \$518,096.00

MEADOWMART BUSINESS DISTRICT TAX ALLOC FUND (Restricted)

Sales Tax Rebate Payments Under Agreement \$100,000.00

LOVES PARK CORP CENTER TIF (Restricted)

Expenses Re: Payments Under Redevelopment Agreement : \$797,620.00

SPRING CREEK LAKES TIF (Restricted)

Expenses Re: Public Projects/RDA \$1,115,834.00

ZENITH CUTTER TIF (Restricted)

Expenses Re: Payments Under Redevelopment Agreement \$1,149,550.00

FOREST HILLS TIF (Restricted)

Expenditures Re: Public Projects/RDA \$363,870.00

FOREST HILLS BUSINESS DISTRICT TAX ALLOC FUND (Restricted)

Expenditures Re: Sales Tax Rebate Payments under RDA \$284,312.00

TOTAL EXPENDITURES BY RESTRICTED FUNDS **\$15,464,742.00**
TOTAL EXPENDITURES BY GENERAL FUND **\$26,436,099.00**

GROSS APPROPRIATION

\$41,900,841.00

Section 3: All unexpended balances of any items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance as recommended by the Finance Committee and as provided by law.

Section 4: The invalidity of any section of paragraph of this Ordinance shall not invalidate the other remaining portions thereof.

Section 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law.

APPROVED:

GREGORY R. JURY, MAYOR

ATTEST: ROBERT J BURDEN, CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

**APPROPRIATION ORDINANCE 2021 - 2022
ESTIMATED REVENUE
GENERAL FUND**

Cash on Hand - General Fund	\$3,524,807.00
Interest	\$35,000.00
One-Half Township Road Fund Tax	\$212,000.00
Sales and Use Tax	\$6,740,000.00
Road Referendum Income – Non-Home Rule 1% Sales Tax	\$3,290,000.00
State Income Tax	\$2,660,000.00
Replacement Tax	\$80,000.00
Cannabis Tax	\$263,000.00
American Rescue Plan	\$1,444,000.00
Ambulance Service Fees	\$950,000.00
GEMT Ambulance Reimbursement	\$125,000.00
Video Gaming Revenues	\$1,300,000.00
Casino Revenue	\$50,000.00
Video Gaming Machine Licenses	\$13,000.00
Municipal Utility Tax	\$1,520,000.00
Municipal Hotel Operator’s Tax	\$160,000.00
Telecommunications Tax	\$350,000.00
Plat Fees	\$1,000.00
Fence Permits	\$1,000.00
Liquor Licenses	\$190,000.00
Business Licenses	\$2,000.00
Building/Electrical/Mechanical & Sign Permits	\$211,000.00
Plumbing Fees and Licenses	\$40,000.00
Mental Health Officer Grant	\$138,000.00
Police Fines/DUI	\$247,000.00
Police Reports	\$3,000.00
Federal Equitable Sharing	\$150,000.00
Zoning Fees	\$8,000.00
Franchise – Comcast Communications	\$325,000.00
Vending and Amusement Licenses	\$6,500.00
Highway 251 Traffic Signals/Maintenance	\$43,100.00
Municipal Rentals	\$56,000.00
Miscellaneous Income	\$20,000.00
Self Service Gas Licenses	\$1,500.00
Slant Reimbursement	\$88,608.00
Pension Fund Administration	\$5,000.00
Drug Fines, Seizures	\$13,000.00
Oversize/Weight Vehicle Permits	\$30,000.00
Machesney Park Inspection Fees	\$55,000.00
Winnebago County Host Fees	\$280,000.00
Cell Tower Rental	\$45,000.00
FEMA/CURE COVID Grants	\$20,000.00
Grants-Police, Crimestoppers, K9	\$32,500.00
Sewer Extension Reimbursements	\$5,000.00
Mowing Liens	\$10,000.00
Administrative Hearings – Fees & Fines	\$500.00
Harlem Resource Officer Reimbursement	\$84,000.00
Water IMLRMA Premium	\$34,000.00
Beautification	\$2,500.00
SCDC Local Match Interstate Blvd Watermain	\$500,000.00
Harvest Hills SSA#1 Tax Receipts	\$27,409.00
Storm Water Detention	\$1,000.00
Lease Proceeds	\$470,000.00
Water Dept. Health Insurance Reimbursement	\$150,000.00
Perryville Lights Project	\$66,675.00

Snow Parking Fees	\$6,000.00
Administrative Towing Fees	\$200,000.00
IHDA Grant-Demo and Rehab Homes	\$148,000.00
State of Illinois Debt Collection Program	\$2,000.00

TOTAL ESTIMATED GENERAL FUND INCOME **\$26,436,099.00**

**APPROPRIATION ORDINANCE 2021 - 2022
ESTIMATED REVENUE
RESTRICTED FUNDS**

L.P. Water Department Expenditures	\$6,163,213.00
L.P. Water Department Revenues	\$6,163,213.00
Riverside Bridge Fund Expenditures	\$110,500.00
Riverside Bridge Fund Revenues	\$110,500.00
Motor Fuel Tax Fund Expenditures	\$4,861,747.00
Motor Fuel Tax Fund Revenues	\$4,861,747.00
N.2nd St. TIF Expenditures-Public Projects/RDA's/Bond Pmts.	\$518,096.00
N.2nd St. TIF Cash on Hand/TIF Increment/City Contribution	\$518,096.00
Meadow Mart Bus.Dist. TIF Sales Tax Rebate Under Agreement	\$100,000.00
Meadow Mart Bus.Dist. TIF Sales Tax Rebate Under Agreement	\$100,000.00
L.P. Corp. Center TIF Payments Under Redev. Agreement	\$797,620.00
L.P. Corp. Center TIF Cash on Hand/TIF Increment	\$797,620.00
Spring Creek Lakes TIF Payments Under Redevelopment Agree.	\$1,115,834.00
Spring Creek Lakes TIF Cash on Hand/TIF Increment	\$1,115,834.00
Zenith Cutter TIF Payments Under Redevelopment Agree.	\$1,149,550.00
Zenith Cutter TIF Cash on Hand/TIF Increment	\$1,149,550.00
Forest Hills TIF Expenditures Under Agreement	\$363,870.00
Forest Hills TIF Cash on Hand/Increment	\$363,870.00
Forest Hills Business District Sales Tax Rebate Payments	\$284,312.00
Forest Hills Business District Sales Tax Rebate Payments	\$284,312.00
TOTAL ESTIMATED RESTRICTED FUND EXPENDITURES	\$15,464,742.00
TOTAL ESTIMATED RESTRICTED FUND REVENUES	\$15,464,742.00

TOTAL FY2021 – 2022 APPROPRIATION: **\$41,900,841.00**
TOTAL FY2021 – 2022 ESTIMATED REVENUES: **\$41,900,841.00**

ORDINANCE NO. _____

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

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

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

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

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

1. The above recitals are incorporated herein and made a part hereof.
2. The Loves Park Chief of Police or his designee is directed to take such actions as may be necessary to dispose of the Metro Enforcement Disposal identified in Exhibit A by way of sale to Metro Enforcement, a for-profit corporation. Given that the Donated Property has no further value to the City, the City shall require payment in exchange for such disposal.
3. The Loves Park Chief of Police or his designee is hereby authorized to take any and all actions necessary to direct the sale of the Disposed Property to Metro Enforcement, a for-profit corporation, provided that such entity would perceive value in the items and the receipt of which would be deemed in the best interest of the entity.
4. The Disposed Property is comprised of a 2014 Ford Interceptor SUV K-9 equipped, which has been completely emptied. If any other items are located within the vehicle they will remain as the property of the City of Loves Park.
5. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
6. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance that are hereby repealed.
7. This ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Loves Park this ____day of _____, 2021.

APPROVED:

Mayor Gregory Jury

ATTEST:

City Clerk Robert Burden

PUBLISHED:

Chairman John Jacobson

Member John Pruitt

Vice-Chairman Mark Peterson

Member James Puckett

MOTION:

SECOND:

VOTING:

**Ordinance
EXHIBIT "A"
Metro Enforcement Disposal**

Item #	Year	Make	Model	VIN #	Released To
1	2014	Ford	Interceptor SUV	1FM5K8AR1EGC60879	Metro Enforcement

