



MEMORANDUM

Date: January 26, 2026
To: Finance & Personnel Committee
Members of City Council
From: Timothy Hinkens, City Engineer
Re: **City-FRSA Agreement: Davis Park**

Attached is a committee report requesting approval of an Agreement between the City of Rockford (City) and Four Rivers Sanitation Authority (FRSA) for engineering and construction of sanitary utility related work related to the City's Davis Park project.

During the City's construction of Davis Park, both agencies are proposing to include the FRSA's improvements within the City's engineering and construction contracts. The proposed work consists of the reconstruction of a sanitary manhole within the Davis Park project area.

This cooperation of work will be mutually beneficial to each agency and in the best interest of the public by reducing construction inconvenience and providing potential cost savings.

The cost of FRSA related work to be added to the City construction contract is \$40,300, to be reimbursed back to the City at 100%.

The Public Works Department recommends authorizing the attached Committee Report for the Agreement. Please feel free to contact Timothy Hinkens, City Engineer, with any questions.

Rockford, Illinois

Date: January 26, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance & Personnel having received a request for an **City-FRSA Agreement for Davis Park** on January 26, 2026, begs leave to report recommending that an agreement be made to **the Four Rivers Sanitation Authority and the City of Rockford** for a **total of \$40,300 to be reimbursed by Four Rivers Sanitation Authority**. The Legal Director shall prepare the appropriate ordinance.

Kevin Frost (Chair)

Jonathan Logemann (Vice Chair)

Frank Beach

Dawn Granath

Chad Tuneberg

Committee Action Taken:

Frost: Ayes:___ Nays:___ Absent:___

Logemann: Ayes:___ Nays:___ Absent:___

Beach: Ayes:___ Nays:___ Absent:___

Granath: Ayes:___ Nays:___ Absent:___

Tuneberg: Ayes:___ Nays:___ Absent:___

**INTERGOVERNMENTAL AGREEMENT
DAVIS PARK SITE IMPROVEMENTS**

This Intergovernmental Agreement (“Agreement”) is made as of the ____ day of _____, 2026, by and between:

City of Rockford
an Illinois municipal corporation
with its office located at
425 E. State Street
Rockford, IL 61104
hereinafter referred to as “CITY”

and

Four Rivers Sanitation Authority
an Illinois unit of local government
with its offices located at
3501 Kishwaukee Street
Rockford, IL 61109
hereinafter referred to as “FRSA”

RECITALS

1. CITY proposes to construct facilities requiring connection to sanitary sewer near the intersection of Cedar Street and Wyman Street in Rockford, Illinois (hereinafter “CITY PROJECT”).
2. FRSA has determined a need for the replacement of FRSA facilities within the CITY PROJECT work limits which is more specifically identified on the attached “Schedule A” which is incorporated herein and made a part hereof (hereinafter “FRSA PROJECT”).
3. FRSA desires that CITY incorporate the FRSA PROJECT work with the CITY PROJECT.
4. Constructing a joint project combining the CITY PROJECT and FRSA PROJECT into one project (jointly hereinafter “PROJECT”), is in the best interest of the public by reducing inconvenience and providing potential cost savings.
5. Both parties desire to coordinate the PROJECT, allocating responsibilities for construction and construction inspection and costs.
6. FRSA and CITY, as units of local government and public agencies, are authorized by Article VII, Section 10a of the Illinois Constitution of 1970, by the Intergovernmental Cooperation Act and by Division 147 of the Illinois Municipal Code to contract or otherwise associate with one another in any manner not prohibited by law or ordinance using their credit, revenues and other resources to pay costs such as the design, construction and inspection of the sanitary sewer system repairs contemplated by this Agreement.

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

1. Recitals.

The recitals constitute a material part of this Agreement and are hereby incorporated into this Agreement as though fully set forth herein.

2. CITY Responsibilities.

- a. CITY has selected Stenstrom Excavation and Blacktop Group (contractor) to construct the CITY PROJECT.
- b. CITY shall act as lead for PROJECT coordination and scheduling, and provide FRSA with the following:
 - i. Procurement of a price proposal from contractor for inclusion of FRSA PROJECT into CITY PROJECT.
 - ii. Obtainment of FRSA approval of price proposal for inclusion of FRSA PROJECT into CITY PROJECT.
 - iii. Inclusion of FRSA in the PROJECT progress meetings.
 - iv. Ensure FRSA is listed as additional insured on insurance certificates specific to PROJECT provided by all contractors and held by CITY.
 - v. Ensure all bonds specific to PROJECT provided by all contractors and held by CITY will also benefit FRSA to the extent of the FRSA PROJECT.
- c. CITY shall administer the PROJECT contract for construction and provide FRSA with copies of the Partial and Final Payment Estimates containing payment for any FRSA PROJECT items. CITY shall perform or cause to be performed the construction inspection related to CITY PROJECT work.
- d. CITY shall provide FRSA with an approved, certified pay request specific to the FRSA PROJECT, on or before the fifth day of the month subsequent to the month for which payment is requested. Quantities shall be consistent with the Partial and Final Payment Estimates prepared for the Contract, with Partial and Final quantities based on the agreed items.
- e. CITY shall submit, or cause to be submitted, certified payroll reports to the State of Illinois Certified Payroll Portal and, if requested, provide FRSA proof of submittal.
- f. CITY shall provide FRSA with copies of final lien waivers from contractors and subcontractors performing work on the FRSA Project.

3. FRSA Responsibilities.

- a. FRSA shall provide CITY with the FRSA PROJECT schedule of quantities, specifications, special provisions, plan mark-ups, and details for incorporation in the plans, specifications and bid documents for the PROJECT.
- b. FRSA shall perform all required construction inspection of the FRSA PROJECT.

- c. FRSA shall review and approve all shop drawings related to the FRSA PROJECT.
- d. FRSA shall be responsible for the preparation of record drawings for the FRSA PROJECT.
- e. FRSA shall be responsible for the construction costs associated with the FRSA PROJECT.
- f. FRSA shall make payment to CITY by the end of the month an invoice specific to the FRSA PROJECT is received from the CITY provided the invoice is received on or before the fifth day of the month pursuant to Paragraph 2.d. FRSA shall make payment to CITY by the end of the following month on invoices received after the fifth day of the month.

4. Contract Award.

This Agreement is subject to both parties approving the award of a contract for the PROJECT. In the event either party does not approve the award of a contract, this Agreement shall be null and void. The preliminary construction cost estimate for the FRSA PROJECT is \$40,300.00.

5. Cost Changes.

The parties recognize that cost changes may occur during design and after award of a construction contract. In the event that a cost change is submitted by the design consultant or contractor, both parties shall consider the request and not withhold their respective approval of reasonable cost change requests from the contractor. Documentation of cost impacts and justification shall be submitted for review prior to approval of any change request.

6. Notices.

Any notice to the parties by or relating to this Agreement shall be sent by first-class U.S. mail or hand delivered to:

FRSA:	CITY:
Matthew L. Campbell, PE	Timothy Hinkens, PE
Director of Engineering	City Engineer
Four Rivers Sanitation Authority	City of Rockford
3501 Kishwaukee Street	425 E. State Street
Rockford, IL 61109	Rockford, IL 61104

7. Facsimile.

This Agreement may be executed in more than one counterpart, each of which after execution shall be deemed an original and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

8. Indemnification.

CITY shall indemnify, defend, and hold harmless FRSA and its officials, officers, employees, agents, contractors, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, causes of action, damages, liabilities, losses, fines, penalties, judgments, costs, and expenses (including reasonable attorneys’ fees and court costs) arising out of or related to:

- a. the negligent, willful, or wrongful acts or omissions of the CITY, its officers, employees, agents, or contractors in connection with the performance of this Agreement and the construction of the PROJECT; and
- b. any bodily injury, sickness, disease, or death of any person, or damage to or destruction of tangible property, arising out of or relating to, in whole or in part, the construction, operation, or maintenance of the CITY PROJECT; and
- c. any claim, lien, demand, or cause of action by contractors, subcontractors, suppliers, laborers, or any other third party arising out of or relating to CITY’s failure to timely pay certified pay requests.

However, this indemnification obligation shall not apply to the extent that a claim arises from FRSA’s willful misconduct or gross negligence. The provisions of this section shall survive termination or expiration of this Agreement.

9. No Joint Venture.

Nothing contained in this Agreement shall be construed to create a joint venture or partnership between the parties.

10. Entire Agreement.

This Agreement, together with all attachments and exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written or oral agreements or understandings.

11. Amendments.

This Agreement may be amended only by written agreement of both parties.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit necessary to enforce the terms hereof shall be brought before the Circuit Court of Winnebago County, Illinois.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Four Rivers Sanitation Authority
An Illinois unit of local government

City of Rockford
An Illinois Municipal Corporation

By _____
President, Board of Trustees

By _____
Mayor

ATTEST:

ATTEST:

By _____
Clerk, Board of Trustees

By _____
Legal Director

Prepared by & Return to:
Four Rivers Sanitation Authority
Matthew L. Campbell, Director of Engineering
3501 Kishwaukee Street
Rockford, IL 61109
(815) 387-7660

Schedule A

FRSA PROJECT

The FRSA PROJECT includes repairs to existing FRSA infrastructure within the proposed PROJECT limits. The scope of repairs to FRSA infrastructure will include the replacement of one (1) existing manhole. The FRSA PROJECT is currently anticipated to include the following:

ITEM	DESCRIPTION	QUANTITY	UNIT
1	REMOVE & REPLACE MH NO. 034-010	1	EACH