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LOVES PARK CITY COUNCIL AGENDA–FEBRUARY 4, 2019- 6 P.M.
AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,
LOVES PARK, 61111

- I. CALL TO ORDER**
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman Doug Allton followed by the Pledge of Allegiance.**
- III. ROLL CALL**
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
- V. COMMUNICATIONS, MAYOR’S REPORT AND ANNOUNCEMENTS**
 - 1. Proclamation for “Trauma Informed Care Month”**
- VI. APPROVE PAYMENT OF BILLS**
- VII. OFFICER’S REPORTS**
 - 1. Public Safety**
 - 2. Public Works**
- VIII. COMMITTEE REPORTS**
 - 1. Finance and Administration/Jacobson (Finance, Personnel, Buildings & Grounds, Purchasing, Recreation & Beautification)**
 - 2. Public Safety/Allton (Police, Fire, Public Safety & Health)**
 - 3. Public Works/Schlensker (Street, Water & Utilities)**
 - 4. Codes and Regulations/Peterson (Ordinances & Licenses)**
 - 5. Community Development/Frykman (Development, Planning, Zoning, Annexation, Building & Drainage)**
- IX. UNFINISHED BUSINESS**

Page Two.
Loves Park City Council Agenda
February 4, 2019

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Street Department Manager to purchase a 2010 Ford F550 Boom Truck from Big Truck & Equipment Sales LLC.**
- 2. Resolution authorizing the Director of Community Development to enter into a website development agreement with Eli Nicolosi Illustration and Design, Inc., d/b/a/ Astute Web Group for the design of a custom website for the City of Loves Park.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

- 1. Ordinance providing for a Class F Liquor License to B and B Gaming LLC d/b/a/ Penny Lane Gaming, 1521 E. Riverside Blvd, Suite 5.**
- 2. Ordinance amending Chapter 102, Article III, Division 2, Residential, in the Code of Ordinances.**
- 3. Ordinance amending Chapter 102, Article XI, Section 102-338, regarding East Riverside /I-90 Overlay District, in the Code of Ordinances.**
- 4. Ordinance amending Chapter 102, Article III, Division 3, Commercial, in the Code of Ordinances.**
- 5. Ordinance providing for a Special Use Permit for a banquet facility and café at 6200 and 6202 Forest Hills Road.**

XIV. PUBLIC COMMENT

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Loves Park City Council Agenda
February 4, 2019

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT



CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, January 28, 2019

Loves Park City Hall

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

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

Present: Mayor Gregory Jury

Aldermen John Jacobson, Jim Puckett, Clint Little, John Pruitt, Charles Frykman, Mark Peterson, Robert Schlensker, Doug Allton, Nancy Warden

Absent: Alderman A. Marie Holmes

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 01/14/19 The Journal of Proceedings for the regular meeting of January 14, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 8 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Warden) 1 Abstain (Alderman Allton) 1 Absent (Alderman Holmes)
2. IDOT/MFT For December 2018 Received a notice from the Illinois Department of Transportation of Motor Fuel Tax distributed to the City of Loves Park for the month of December 2018, in the amount of \$52,118.50. Placed on file.
3. Commerce Commission Hearing Received a notice from the Illinois Commerce Commission of a hearing regarding Commonwealth Edison, to be held February 5, 2019, in the offices of the Commission, Chicago, IL. Placed on file.
4. SEP/Pink Heals 5K Fun Run Request Received a Special Event Permit application for the Pink Heals 5K Fun Run, to be held on Loves Park streets June 22, 2019, from 7:00 a.m. to 10:00 a.m. Referred to Alderman Peterson of the Codes and Regulations Committee.
5. SEP/Pink Heals 5K Fun Run Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit application for the Pink Heals 5K Fun Run, to be held on Loves Park streets June 22, 2019, from 7:00 a.m. to 10:00 a.m. Second by Alderman Warden. Motion carried by voice vote.
6. Comcast Annual Report Received a letter from Comcast, presenting the 2018 Comcast Annual Report. Placed on file.
7. SEP/Lifescape 8K Run Request Received a Special Event Permit application for the Lifescape 8K Run, to be held July 4, 2019, from 6:00 a.m. to 10:00 a.m. on a portion of Loves Park streets. Referred to Alderman Peterson of the Codes and Regulations Committee.
8. SEP/Lifescape 8K Run Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit application for the Lifescape 8K Run, to be held July 4, 2019, from 6:00 a.m. to 10:00 a.m. on a portion of Loves Park streets. Second by Alderman Warden. Motion carried by voice vote.

9. Trash Pickup Delayed Mayor Jury announced that that trash pickup will be delayed this week due to the weather and will be picked up on Saturday.
10. Ribbon Cutting Ceremony Mayor Jury announced that a ribbon-cutting ceremony will be held at Casey's General Store on Friday, February 1, 2019 at 9:00 a.m.
11. Public Safety Report Alderman Allton presented Police Department Reports dated January 12, and January 19, 2019, to be placed on file.
12. Public Works Report Alderman Schlensker presented Water Department Reports dated January 21, and January 28, 2019; presented Street Department Reports dated January 21, and January 28, 2019, to be placed on file.
13. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated January 28, 2019 in the amount of \$ 367,362.06, for consideration at next week's city council meeting; presented the Treasurer's Report for December 2018, with an ending balance of \$6,909,203.30; presented the minutes from the committee meeting held January 14, 2019.
14. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated January 28, 2019 in the amount of \$103,842.65, for consideration at next week's city council meeting; presented the minutes from the committee meeting held October 29, 2018, to be placed on file.
15. Community Development Alderman Frykman of the Community Development Committee presented minutes from the committee meeting held November 26, 2018, to be placed on file.
16. iFiber Services Agreement For High-Speed Connections Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that Mayor Gregory R. Jury is authorized to sign a Services Agreement with iFiber, P.O. Box 755, Sycamore, IL 60178 to provide high-speed fiber computer connections to Loves Park City Hall and the Loves Park Police Department. Cost shall be \$8,400.00 yearly per location for a term of 5 years. Payments for these services shall be equally drawn from Account No. 01-01-6360 (IT Support/Fiber Connection and Account No. 01-03-9220 (Data Processing/Police Department). Attached to this Resolution is a copy of the Service Agreement. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)
RESOLUTION NO. 19-005
17. Service Agreement With Vigilant Solutions LLC For License Plate Recognition Equipment & Software Alderman Jacobson presented a Resolution authorizing the Chief of Police to execute a Service Agreement between the City of Loves Park, Illinois and Vigilant Solutions, LLC. **WHEREAS**, The City of Loves Park, Boone and Winnebago Counties, Illinois ("City"), is a duly constituted, organized and validly existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., as amended; and **WHEREAS**, Vigilant Solutions, LLC, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets; and **WHEREAS**, City desires to license from and receive service for the software products provided by Vigilant as part of Vigilant's Law Enforcement package of license plate recognition equipment and software; and **WHEREAS**, the City has determined that the terms of the Service Agreement are acceptable and are in the best interest of the City and its citizens. **NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Loves Park, Illinois, that by the adoption of this Resolution, that the City hereby agrees:
 1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.

18. Service Agreement With Vigilant Solutions LLC
(Continued)

2. The City Council hereby approves the Service Agreement and authorizes the Chief of Police or his designee to execute the Service Agreement, in substantially the same form as attached hereto as Exhibit "A".
3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)

RESOLUTION NO. 19-006

19. Intergovernment Agreement For Northern Illinois Landbank Authority

Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that Mayor Gregory Jury is authorized to sign an Intergovernmental Agreement to establish the Northern Illinois Landbank Authority. Second by Alderman Peterson. Motion carried. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)

RESOLUTION NO. 19-007

20. Addendum To Contract For Fire & EMS Services With Paramedic Services of Illinois Inc.

Alderman Jacobson presented a resolution authorizing the Mayor to enter into an Addendum to the Contract for Fire and EMS Services with Paramedic Services of Illinois, Inc. **WHEREAS**, the City has determined that it is in the best interests of the health, safety and welfare of the community to provide for enhanced fire and EMS protection for the City; **WHEREAS**, the City has further determined that a staffing company could provide necessary personnel to the City at times when volunteers are least available in order to enhance the fire and EMS protection for the City; and **WHEREAS**, the City believes that this is a cost effective method to obtain such personnel and that an additional advantage will be achieved with such personnel also being trained to provide emergency medical services at a level not currently available from the Fire Department; and **WHEREAS**, the City has previously entered into a contract with Paramedic Services of Illinois, Inc. to provide personnel to the Fire Department; and **WHEREAS**, the City wishes to expand the emergency medical services provided to its residents by adding additional trained personnel to the Fire Department; and **WHEREAS**, the City has negotiated with Paramedic Services of Illinois, Inc. to enter into an Addendum to the existing contract to increase the number of trained personnel provided to the City. **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The Mayor is authorized to sign an Addendum to the contract with Paramedic Services of Illinois, Inc. for the provision of additional Firefighter/EMS personnel to the City in a form substantially similar to that attached hereto.
3. Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
4. This Resolution shall be in full force and effect from and after its passage and approval.

Second by Alderman Peterson. *Discussion: Alderman Allton stated that although Chief Wiltfang does a great job, he feels that ambulance services should be contracted out to one of the ambulance companies in the city such as Metro Ambulance, and he would be voting no.* Motion carried. 8 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Warden) 1 Nay (Alderman Allton) 1 Absent (Alderman Holmes)

RESOLUTION NO. 19-008

21. ORD 4247-19
Amendment/
Definition Of
Restaurant
Alderman Peterson presented for second reading an ordinance amending Chapter 6, Section 6-1, and Chapter 22, Section 22-46 of the Code of Ordinances (Definition of Restaurant), and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4247-19
22. ORD 4248-19
Prohibit
Electronic
Sweepstakes
Machines
Alderman Peterson presented for second reading an ordinance amending the Loves Park Code of Ordinances to prohibit Electronic Sweepstakes Machines, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4248-19
23. ORD 4249-19
Amend
Restrictions To
Liquor License
Classes
Alderman Peterson presented for second reading an ordinance amending the Loves Park Code of Ordinances to add restrictions to Liquor License classes, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4249-19
24. Ordinances First
Reading
Alderman Frykman presented for first reading Agenda Items 1-2, from Ordinances First Reading.
25. 1st Reading
Renewal Of SUP
for 5902 E.
Riverside Blvd.
Alderman Frykman presented for first reading an ordinance authorizing a renewal of a Special Use Permit for a car and dog wash establishment at 5902 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes) Laid over
26. 1st Reading
SUP For 6020 E.
Riverside Blvd.
Alderman Frykman presented for first reading an ordinance authorizing a Special Use Permit for a drive-thru window at 6020 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes) Laid over
27. Suspend Rules
Alderman Frykman moved to suspend any and all rules to bring Ordinance First Reading Agenda Items 1-2 in for second reading. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)
28. ORD 4250-19
Renewal Of SUP
For 5902 E.
Riverside Blvd.
Alderman Frykman presented for second reading an ordinance authorizing a renewal of a Special Use Permit for a car and dog wash establishment at 5902 E. Riverside Blvd., and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4250-19
29. ORD 4251-19
SUP For 6020 E.
Riverside Blvd.
Alderman Frykman presented for second reading an ordinance authorizing a Special Use Permit for a drive-thru window at 6020 E. Riverside Blvd., and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Schlensker, Allton, Warden) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4251-19

30. Great Job Snow Plowing Alderman Schlensker commented that he received two calls complementing the city Department of the great job of snow removal that was done by the Street Department.
31. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:16 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.



CITY OF LOVES PARK

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

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

Proclamation

Whereas, on February 4, 2019, the Trauma Informed Care Committee from Winnebago County Health Department and the City of Loves Park will come together to celebrate Trauma Informed Care Day to raise awareness of mental health problems; and

Whereas, the effects of trauma are felt by people everywhere regardless of age, race, ethnicity, socio-economic status, gender, or work environment; and

Whereas, the Trauma Informed Care Committee of the Winnebago County Health Department engages those with histories of trauma; and

Whereas, the City of Loves Park and the Winnebago County Health Department have adopted the Trauma Informed Care approach that understands the vulnerabilities and triggers of trauma and makes services and programs more supportive; and

Whereas, Trauma Informed Care has changed the way services are provided to families, and is putting hope back into the hearts of Loves Park's children.

NOW THEREFORE, BE IT RESOLVED, THAT I, GREGORY R. JURY, as Mayor of the City of Loves Park, do hereby proclaim, February 2019, to be:

"Trauma Informed Care Month"

in the City of Loves Park in recognition of the hard work the Trauma Informed Care Committee of the Winnebago County Health Department has put into raising awareness of the effects of trauma.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the City of Loves Park to be affixed this 4th day of February, 2019.



Gregory R. Jury
Mayor Gregory R. Jury

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

"The City with a Heart"



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

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

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: February 4, 2019

Subject: Police Activity Report

Police activity report for the week of 01/20/2019 through 01/26/2019

Calls for Service 438

Total Number of Arrests 229

Accidents 8

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

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

Submitted by: Shannon Messinger
Street Department Manager

Week of January 28, 2019 thru February 4, 2019

Previous week's activity:

1. Continued working on trucks.
2. Dumped and Rinsed trucks.
3. Repaired plows after snow event.
4. Plowed snow drifts.
5. Plowed 2 snow storms

Proposed work:

1. Repair trucks after weekend snow storm.
2. Dump and rinse trucks after snow storm.
3. Wash trucks.
4. Fill pothole.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **1/23/19-1/31/19**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Assisted street dept with snow removal
3. Repaired main break at 4474 Blackberry Knoll
4. Thawed frozen chlorine pretreatment line at filter plant #1

Work anticipated for this week:

1. Organize main garage for storage of meters and radios for meter upgrade program
2. Clean and organize all wells
3. Assist street dept with snow removal
4. Repair chlorine roto meter at well #6

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
FEBRUARY 4, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD JANUARY 28, 2019**
- 4. ITEMS FOR CONSIDERATION**
 - A. Resolution authorizing the Director of Community Development to enter into a website development agreement with Eli Nicolosi Illustration and Design, Inc., d/b/a/ Astute Web Group, for the design of a custom website for the City of Loves Park.**
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: January 28, 2019

CALLED TO ORDER: 5:30 P.M.

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

ALSO PRESENT: Mayor Jury, Clerk Bob Burden, Steve Thompson, Attorney Galluzzo,
Rob Schlensker, Doug Allton, Nancy Warden, Jim Puckett, Clint Little,
Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: January 14, 2019

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

ITEMS FOR CONSIDERATION

1. Resolution authorizing the Police Chief to execute a service agreement with Vigilant Solutions LLC for license plate recognition equipment and software.

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

2. Resolution authorizing the Mayor to sign an Intergovernmental Agreement to establish the Northern Illinois Landbank Authority.

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

3. Resolution authorizing the Mayor to sign a services agreement with iFiber to provide high-speed fiber computer connections to Loves Park City Hall and the Loves Park Police Department.

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

4. Resolution authorizing the Mayor to execute an addendum to the existing contract with Paramedic Services of Illinois to add 3 fire fighters and 6 paramedics.

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

5. List of Bills: No questions or concerns.

6. Adjournment.

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

Adjournment: 5:51 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
February 4, 2019
5:15 P.M.
City Council Chambers**

- I. Approval of Minutes
 - A. Approval of Minutes from the January 28, 2019 meeting.
- II. Project Updates:
 - A. No report
- III. Reports from Director:
 - A. None
- IV. Resolutions & Ordinances
 - A. Resolution authorizing the Street Department Manager to purchase a 2010 Ford F550 Boom Truck from Big Truck & Equipment Sales, LLC.
- V. General Discussion/Public Comment
- VI. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: January 28, 2019

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT: Ald. Holmes

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

APPROVAL OF MINUTES: October 22, 2018

Ald. Jacobson moved to approve said motion. Second by Ald. Schlensker
Motion carried 3 ayes – 0 nays

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

1. A matter was discussed to exempt 302 Pearl Avenue (current owner) from garbage service
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 3 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:23 p.m.; seconded by Alderman Pruitt
The motion to adjourn was approved by a vote of 3 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: February 4, 2019

Resolved by the adoption of this Resolution, the Street Department Manager is hereby authorized to purchase a 2010 Ford F550 Boom Truck from Big Truck & Equipment Sales LLC, 14557 Randall Avenue, Fontana CA, 92335, at the cost of sixty thousand five hundred sixty five dollars (\$60,565.00)

Funds for the purchase of the Boom Truck shall be drawn from Account No. 01-11-8050 (New Equipment).

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson - Vice Chairman

A. Marie Holmes – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

Motion:

Second:

Voting:

Big Truck & Equipment Sales LLC

14557 Randall Ave

Fontana CA 92335

PH:(909) 600-7555 FAX:(909) 600-7540

INVOICE #5301

DATE: 1/25/2019	STOCK#: 4665	INVOICE#: 5301
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BUYER'S INFORMATION:		SHIP TO:	
NAME: CITY OF LOVES PARK	NAME:		
ADDRESS: 100 HEART BLVD	ADDRESS:		
CITY,STATE,ZIP: LOVES PARK IL 61111	CITY,STATE,ZIP:		
WORK PHONE: (815) 654-5040	WORK PHONE: () - -	WORK PHONE: () - -	WORK PHONE: () - -
DL#:	SSN#: - - -	DOB:	DL#:
			SSN#: - - -
			DOB:

VEHICLE BEING PURCHASED:		DESCRIPTION OF CHARGES:	
YEAR: 2010	MAKE: FORD	MODEL: F550	SELLING PRICE \$ 58000.00
STYLE:	COLOR:		DELIVERY CHARGE \$ 3000.00
OPTIONS: ALTEC AT37G	DISP:	CYL:	DOC FEES \$ 65.00
VIN#: 1FDAF5HR9AEA28852	MILEAGE: 83588.00		SALES TAX \$ 0.00
TAG#:	DECAL#:	EXPIRES:	SUB-TOTAL \$ 61065.00
TRADE-IN DESCRIPTION:			CA TIRE FEE 0.00
YEAR:	MAKE:	MODEL:	MISC FEE \$ 0.00
STYLE:	COLOR:		SMOG FEE PAID TO STATE \$
OPTIONS:	DISP:	CYL:	SMOG CERTIFICATE FEE \$ 0.00
VIN#:	MILEAGE:		ESTIMATED REGISTRATION FEE \$ 0.00
TAG#:	DECAL#:	EXPIRES:	SUB-TOTAL \$ 61065.00
Purchaser represents and warrants with regards to any trade in, the following: 1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced. 2. The vehicle has not been rendered a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt or reconditioned title, and has not been exposed to flood damage.			CASH DOWN \$ 500.00
			DEFERRED CASH DOWN \$ 0.00
			NET TRADE-IN \$ 0.00
CASH SALE FINANCED			TOTAL DUE \$ 60565.00

THIS CONTRACT ORDER IS NOT BINDING ON DEALER UNTIL APPROVED BY AN OFFICER OF THE DEALER, AT THE DEALER'S OFFICE.

The described vehicle is sold as is, without either expressed or implied warranties of any kind by seller, buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle. In disclosing the mileage and/or odometer reading, the seller has relied in good faith on written information as to the mileage and/or odometer reading of the vehicle supplied by the prior owner and/or a statement of mileage that appears on the title certificate.

DIESEL WARNING: IN ACCORDANCE WITH CALIF CODE REGULATIONS TITLE 13, CERTAIN PORTABLE DIESEL EQUIPMENT AND OFF-ROAD DIESEL VEHICLES MAY NOT BE LEGAL TO OPERATE IN CALIFORNIA CURRENTLY OR IN THE FUTURE DEPENDING ON THE AGE OF THE EQUIPMENT, IT THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE CA EMISSIONS 100% OF FUNDS DUE PRIOR TO SHIPMENT

I/WE HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THIS INVOICE.

NOTES:

SELLER: Big Truck & Equipment Sales LLC

BUYER:

OFFICER:

CO-BUYER:

DATED: 1-25-19

2010 Ford F550 4x4 Altec AT37-G 42' Hybrid Bucket Truck



DESCRIPTION

Altec AT37-G For Sale, 42' Working Height, Ex-Utility Co, Certified!

Equipment Specifications

Altec AT37-G Articulating & Telescoping Boom

37' Platform Height

42' Working Height

Upper & Lower Controls

Altec ISO-Grip Upper Controls

350Lb Platform Capacity

Hydraulic Tool Circuit At Platform

Utility Bed

Tested & Certified

Truck Specifications

6.4L Diesel

Automatic

Hydraulic Brakes

A/C

19,500 GVWR

Ex-Utility Company

Odometer Reading 83,588 Miles

SPECIFICATIONS

- **Engine Make** Ford
- **Engine Model** 6.4L
- **Manufacturer** Ford
- **Model year** 2010
- **Price** \$61,500
- **Miles** 83,588
- **Stock #** 4665

City of Loves Park

Community Development Department

BY ALDERMAN: John Jacobson

RESOLUTION NO:

COMMITTEE: Finance Committee

DATE: February 4, 2019

Resolved, by the adoption of this Resolution,

that the Director of Community Development is authorized to enter into a website development agreement with Eli Nicolosi Illustration and Design, INC. d/b/a Astute Web Group, for the design of a custom website for the City of Loves Park. Further, the City Treasurer is authorized to pay \$5,180.00 for the building, design, and hosting of the website. This shall be paid from City account number 01-01-6360; IT Support. This total of \$5,180.00 includes \$180.00 of annual expense. This annual expense will continue as long as the website is being hosted by Eli Nicolosi Illustration and Design, INC.

Payment for this purchase shall be drawn from Account No. 01-01-6360 IT Support Costs.

MOTION:

SECOND:

Finance Committee:

Alderman John Jacobson, Chairman

Alderman Mark Peterson

Alderman John Pruitt

Alderman Chuck Frykman

Mayor Greg Jury

ATTEST - Clerk Robert Burden

STATEMENT OF WORK & TERMS OF AGREEMENT

This Website Development Agreement (the “Agreement”) is entered into as of Monday, February 4th, 2019 (the “Effective Date”) by and between The City of Loves Park (the “City”), ELI NICOLOSI ILLUSTRATION & DESIGN, INC. d/b/a ASTUTE WEB GROUP, an Illinois Corporation (the “Developer,” and together with the City, the “Parties”).

RECITALS

WHEREAS, the Developer is engaged in the business of developing and designing websites on the Internet; and

WHEREAS, the City wishes to engage the Developer as an independent contractor for the City for the purpose of designing the City’s website (the “Website”) on the terms and conditions set forth below; and

WHEREAS, the Developer wishes to develop the Website and agrees to do so under the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1.0 Services Rendered

DESIGN

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly PHP, HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (color, texture and typography.)

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you will pay us in full for everything we've produced up to that point and then cancel this contract.

TEXT CONTENT

Writing or inputting any text copy is not included in this contract. If you'd like us to write new content or input text for you, we're happy to provide a separate estimate for that.

PHOTOGRAPHS

You'll need to supply graphic files to us in an editable, vector digital format. Photographs must be in a high resolution digital format. If you'd like us to search for photographs for you, we can provide a separate estimate for that. Cost of buying stock photographs or a photo shoot is not included in this contract.

PHP, HTML, CSS AND JAVASCRIPT

We deliver templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, poly-fills and behaviors.

BROWSER TESTING

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

DESKTOP BROWSER TESTING

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), and Mozilla Firefox. We'll also

test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. We'll implement a single column design for Internet Explorer 7 and below for Windows but we won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

MOBILE BROWSER TESTING

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

- iOS: Safari
- Android 4.1: Google Chrome, Firefox
- Android 3.2: Browser, Firefox
- We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

TECHNICAL SUPPORT

We will be hosting your website, therefore we are able to offer technical support for website hosting. Website hosting fees are \$15/month or \$180/year . Hosting fees are not included as part of this contract.

CHANGES AND REVISIONS

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind or make decisions later when you might be better informed. The price at the beginning of this contract is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for to cover the additional work.

ERRORS

We can't guarantee that our work will be error-free (we're human!) so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

3.0 Charges for Services Performed

Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of the Developer.

4.0 Terms of Payment

4.1 BILLING SCHEDULE

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We're also sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

The total budget for this project: \$5,000

The Developer will invoice the City for thirty percent (30%) of the initial fees at point of this signed contract agreement which will act as the deposit. The remaining seventy percent (70%) will be billed when the project is launched.

The City will supply the Developer with all necessary purchase order numbers and other internal information required for invoice processing before the close of the month of work (if applicable).

4.2 CLIENT AGREEMENT TO PAY

You agree to pay our initial (1st) invoice upon receipt which will act as a deposit for the project. Every invoice after that will have a 15 day payment term. In the event payment is not made within 15 days, the Developer may charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs the Developer pays for carrying overdue invoices from the City. In addition, the Developer reserves the right to stop work until payment is received.

4.3 COLLECTION COSTS

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

5.0 Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

6.0 Responsibilities of the Developer and the City

6.1 THE DEVELOPER'S RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

6.2 CLIENT RESPONSIBILITY FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

6.3 CLIENT RESPONSIBILITY FOR ACCURACY

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

7.0 Confidentiality

The Developer acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by the Developer on behalf of the City or disclosed by the City to the Developer.

8.0 Term and Termination

8.1 PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

This Agreement shall become effective as of 2/4/2019 and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

8.2 TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

8.3 PAYMENT FOR NON-CANCELABLE MATERIALS?

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the City, that any such materials and services, are non-cancelable.

8.4 MATERIALS UNPAID FOR

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

8.5 TRANSFER OF MATERIALS

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by the City to the Developer, the Developer shall transfer, assign and make available to the City all property and materials in its possession or control belonging to the City. the City agrees to pay for all costs associated with the transfer of materials.

9.0 General Provisions

9.1 GOVERNING LAW

This Agreement shall be governed by the laws of the state of Illinois. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. In the event of any litigation or other action results from or arises out of this Agreement or the performance thereof, then the parties agree the exclusive venue for any such proceeding shall be the Winnebago County Circuit Court, situated in Winnebago County, Illinois.

9.2 REPRESENTATIONS AND WARRANTIES

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

9.3 ENTIRE AGREEMENT

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

9.4 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Dated this 4th day of 2019

the Developer



By: Eli Nicolosi

Its: President

the City

By: _____

Its: _____

NEXT STEPS:

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please sign this agreement.
4. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
5. If you'd like to speak to us by phone, don't hesitate to call us at our office - 815.627.0078

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “F” LIQUOR LICENSE
TO B AND B GAMING LLC d/b/a “PENNY LANE GAMING” PURSUANT TO
CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF
LOVES PARK, ILLINOIS**

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

WHEREAS, a Class “F” liquor license authorizes the retail sale and consumption of alcoholic liquor within licensed premises, provided that the licensed premises also has, locates, maintains and lawfully operates Video Gaming Terminals (as defined under the Illinois Video Gaming Act, 230 ILCS 40/1 et seq.) within the Class “F” licensed establishment; and

WHEREAS, the City now desires to approve the issuance of a Class “F” liquor license to B and B Gaming, LLC, an Illinois corporation, doing business as “Penny Lane Gaming” (“Licensee”), pursuant to Chapter 6, Section 6-37 and 6-43 of the Code; and

WHEREAS, said liquor license shall be issued for use only within the portion of the premises located at 1521 East Riverside Boulevard Suite 5, Loves Park, Illinois, 61111 which is exclusively used for video gaming and occupied by Licensee (“Premises”) and subject to the conditions set forth herein; and

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

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “F” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. In addition to the conditions set forth in Paragraph 4 of this Ordinance, final issuance of the liquor license by the Local Liquor Commissioner will be subject to review and approval of the liquor license application by the Local Liquor Commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. In addition to the conditions set forth above, final issuance of the said license will be further subject to the Licensee meeting and following conditions, at the City’s sole discretion.
 - a) Final approval by the City of architectural plans for issuance of any required building permits; and
 - b) Licensee obtaining a business license with the City; and
 - c) Issuance of an occupancy permit to Licensee by the City.

5. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO.

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

AN ORDINANCE AMENDING CHAPTER 102, ARTICLE III, DIVISION 2,
RESIDENTIAL, OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK

WHEREAS, the City desires to amend certain portions of Chapter 102,
Article III, Division 2, Residential, and

WHEREAS, a public hearing before the Zoning Board of Appeals was held
thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report recommending the approval of
the Text Amendment, and

WHEREAS, the City of Loves Park is authorized and empowered by the
Statute to adopt and enforce the provisions of this ordinance.

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

Text Amendment of the Loves Park Zoning Ordinance as follows:

Amend Article III, Districts, Division 2, Section 102-153, R2 Two-family
residential district, (h), (1) as follows:

1. Points Per Parcel. The required number of points for each parcel shall
be determined by dividing the square feet of the parcel by two hundred
fifty (250). The formula can be expressed as follows: $POINTS = SQFT/250$. The square footage for recorded easements shall not be
included in the calculation.

Amend Article III, Districts, Division 2, Section 102-154, R3 Multiple-family
residential district, (h), (1) as follows:

1. Points Per Parcel. The required number of points for each parcel shall
be determined by dividing the square feet of the parcel by two hundred
fifty (250). The formula can be expressed as follows: $POINTS = SQFT/250$. The square footage for recorded easements shall not be
included in the calculation.

Amend Article III, Districts, Division 2, Section 102-154, R3A Multiple-
family residential district, (h), (1) as follows:

1. Points Per Parcel. The required number of points for each parcel shall
be determined by dividing the square feet of the parcel by two hundred
fifty (250). The formula can be expressed as follows: $POINTS = SQFT/250$. The square footage for recorded easements shall not be
included in the calculation.

Amend Article III, Districts, Division 2, Section 102-154, R4 Multiple-family residential district, (h), (1) as follows:

1. Points Per Parcel. The required number of points for each parcel shall be determined by dividing the square feet of the parcel by two hundred fifty (250). The formula can be expressed as follows: $POINTS = SQFT/250$. The square footage for recorded easements shall not be included in the calculation.

All other provisions of Chapter 102, Article III, Districts, Division 2, shall remain in effect as previously published

The recommendation of the Zoning Board of Appeals on the question of granting this Text Amendment is hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO.

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

AN ORDINANCE AMENDING CHAPTER 102 - ZONING, ARTICLE XI, SECTION 102-338, OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK

WHEREAS, the City desires to amend certain portions of Chapter 102 - Zoning, and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report recommending the approval of the Text Amendment, and

WHEREAS, the City of Loves Park is authorized and empowered by the Statute to adopt and enforce the provisions of this ordinance.

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

Add Article IX, Chapter 102, Section 102-338, East Riverside/I-90 Overlay District, (d) Permitted Uses, (1) Permitted with a special use permit, (a) Commercial Retail (CR), (xxvi) as follows:

xxvi. Motels, hotels

All other provisions of Chapter 102, Article XI, Section 102-338, shall remain in effect as previously published.

The recommendation of the Zoning Board of Appeals on the question of granting this Text Amendment is hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO.

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

AN ORDINANCE AMENDING CHAPTER 102 - ZONING, ARTICLE III, DISTRICTS,
DIVISION 3, COMMERCIAL OF THE CODE OF ORDINANCES OF THE CITY OF
LOVES PARK

WHEREAS, the City desires to amend certain portions of Chapter 102 -
Zoning, Article III, Districts, Division 3, Commercial, and

WHEREAS, a public hearing before the Zoning Board of Appeals was held
thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report recommending the approval of
the Text Amendment, and

WHEREAS, the City of Loves Park is authorized and empowered by the
Statute to adopt and enforce the provisions of this ordinance.

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

Add Article III, Districts, Division 3, Commercial, Section 102-174, CR
retail commercial district, (g), as follows:

g. Commercial material guidelines:

Add Article III, Districts, Division 3, Commercial, Section 102-174, CR
retail commercial district, (g), Commercial material guidelines, (1-2) as
follows:

1. All building facades, public or private, shall be designed to enhance
the character of the zoning district with the use of durable natural
materials.

Approved Exterior Materials

- Brick or brick veneer
- Natural stone (limestone, brownstone, limestone, marble or granite)
- Concrete tile roofing
- Cement-fiber siding
- Decorative concrete masonry units (CMU) – plain concrete blocks shall not be exposed
- Concrete, including pre-cast panels, shall be used when incorporating color, texture and architectural finish features
- Exterior grade wood – accent only
- Composite or manufactured wood siding – accent only
- Stucco or EFIS – shall not be used on first story, and shall not exceed 30% of wall area
- Vinyl – accent only
- Glass block – only as a feature element, not for glazing or windows
- Brick and stone pavers
- Manufactured stone
- Commercial grade asphalt shingles
- Slate roofing
- Glass
- Metal or synthetic panels – shall not be exceed 20% of the exterior building materials used
- Corrugated metal, or corrugated synthetic materials shall not exceed 20% of the exterior building materials used

Unapproved Exterior Materials

- Aluminum siding
- Veneer based plywood siding
- Plywood panels
- Plexi-glass or resins
- Standing seam or batten seam metal roofing – unless dictated by the specific architectural style
- Painted smooth-faced concrete masonry units – unless used in locations behind screened walls
- Exposed steel framing – unless integral to the design
- T1-11 siding
- Corrugated tin roofing – unless dictated by the specific architectural style
- Smooth or exposed concrete block

2. Building and signage colors shall consist of earth tone, neutral or low reflectivity colors.

Add Article III, Districts, Division 3, Commercial, Section 102-175, CG general commercial district, (g), as follows:

g. Commercial material guidelines:

Add Article III, Districts, Division 3, Commercial, Section 102-175, CG general commercial district, (g), commercial material guidelines, (1-2) as follows:

1. All building facades, public or private, shall be designed to enhance the character of the zoning district with the use of durable natural materials.

Approved Exterior Materials

- Brick or brick veneer
- Natural stone (limestone, brownstone, limestone, marble or granite)
- Concrete tile roofing
- Cement-fiber siding
- Decorative concrete masonry units (CMU) – plain concrete blocks shall not be exposed
- Concrete, including pre-cast panels, shall be used when incorporating color, texture and architectural finish features
- Exterior grade wood – accent only
- Composite or manufactured wood siding – accent only
- Stucco or EFIS – shall not be used on first story, and shall not exceed 30% of wall area
- Vinyl – accent only
- Glass block – only as a feature element, not for glazing or windows
- Brick and stone pavers
- Manufactured stone
- Commercial grade asphalt shingles
- Slate roofing
- Glass
- Metal or synthetic panels – shall not be exceed 30% of the exterior building materials used
- Corrugated metal, or corrugated synthetic materials shall not exceed 30% of the exterior building materials used

Unapproved Exterior Materials

- Aluminum siding
- Veneer based plywood siding
- Plywood panels
- Plexi-glass or resins
- Standing seam or batten seam metal roofing – unless dictated by the specific architectural style
- Painted smooth-faced concrete masonry units – unless used in locations behind screened walls
- Exposed steel framing – unless integral to the design
- T1-11 siding
- Corrugated tin roofing – unless dictated by the specific architectural style
- Smooth or exposed concrete block

2. Building and signage colors shall consist of earth tone, neutral or low reflectivity colors.

All other provisions of Chapter 102, Article III, Districts, Division 3, Commercial shall remain in effect as previously published.

The recommendation of the Zoning Board of Appeals on the question of granting this Text Amendment is hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

A P P R O V E D:

MAYOR

AT T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO.

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

WHEREAS, upon the petition for a Special Use Permit as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Special Use Permit

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

That a Special Use Permit for a banquet facility and café in the IL (Light Industrial) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Lots Two (2) and Three (3) as designated upon the Plat of Hamilton Acres, being a part of the Southwest Quarter (1/4) of Section 5 and the Southeast Quarter (1/4) of Section 6, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which is recorded in Book 21 of Plats on page 333 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to-wit: Beginning at the most Easterly corner of said Lot Three (3); thence Northwesterly along the Northeasterly line of said Lot Three (3) a distance of 257.0 feet; thence Southwesterly, parallel with the Southeasterly line of said Lot, a distance of 83.00 feet; thence Southeasterly, parallel with the Northwesterly line of said Lot, a distance of 30.00 feet; thence Southwesterly to a point on the Southwesterly line of said Lot Three (3), said point being 227.00 feet Northwesterly from the most Southerly corner of said Lot Three (3); thence Southeasterly along the Southwesterly line of said Lot Three (3) a distance of 227.00 feet to the most Southerly corner of said Lot, thence Northeasterly along the Southeasterly line of said Lot to the place of beginning; situated in the County of Winnebago and State of Illinois.

Lot Two (2) as designated upon the Plat of Hamilton Acres being a part of the Southwest Quarter (1/4) of Section 5, and the Southeast Quarter (1/4) of Section 6, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which is recorded in Book 21 of Plats on Page 333 in the Recorder's Office of Winnebago County, Illinois, EXCEPTING THEREFROM that part of said lots bounded and described as follows, to wit: Beginning at the most Easterly corner of said Lot Three (3); thence Northwesterly along the Northeasterly line of said Lot Three (3), a distance of 257.0 feet; thence Southwesterly parallel with the Southeasterly line of said lot, a distance of 83.00 feet; thence Southeasterly parallel with the Northwesterly line of said lot, a distance of 30.00 feet; thence Southwesterly to a point on the Southwesterly line of said Lot Three (3), said point being 227.0 feet Northwesterly from the southerly corner of said Lot Three (3); thence Southeasterly along the Southwesterly line of said Lot Three (3), a distance of 227.0 feet to the most southerly corner of said lot; thence

Northeasterly along the Southeasterly line of said lot to the place of beginning; all situated in the County of Winnebago and State of Illinois.

PROPERTY CODE: 12-05-302-009 & 12-06-478-002
COMMONLY KNOWN AS: 6202 Forest Hills Road & 6200 Forest Hills Road

Conditions:

1. The Special Use Permit expires with the change in property ownership of 6202 Forest Hills Road, and/or 6200 Forest Hills Road. The special use expires with the discontinuance of the banquet/café business, or change in business ownership at 6202 Forest Hills Road, and/or 6200 Forest Hills Road.
2. The landscape requirements at 6202 Forest Hills Road shall be completed on or before May 31, 2019.
3. The dumpster enclosure shall be installed at 6202 Forest Hills Road on or before May 31, 2019.
4. The parking lot area, at 6202 Forest Hills Road, shall be striped and curbed on or before May 31, 2019. The parking lot area at 6200 Forest Hills Road shall be striped on or before May 31, 2019.
5. The sidewalk connecting 6202 Forest Hills Road and 6200 Forest Hills Road shall be installed on or before May 31, 2019.
6. There shall be no outside storage of materials at 6200 Forest Hills Road or 6202 Forest Hills Road. All materials related to either property shall be stored behind a site obscuring fence.
7. No outside storage of personal vehicles, recreational vehicles, trailers, rv's, water craft, or mobile homes shall be permitted for 6200 Forest Hills Road or 6202 Forest Hills Road.
8. The special use permit shall expire after 1 year.
9. The site plan, as approved by the Zoning Board of Appeals, shall be tied to the approval of the special use.
10. Limited hours for banquet or events will cease by 11 p.m. Sunday through Thursday, and by 12 midnight Friday through Saturday.
11. If the applicant cannot meet the deadlines set forth in the Special Use Permit, they shall be required to contact and work with Staff to ensure that all requirements for approval have been met.

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Special Use Permit, in addition to the Site Plan approved by the Zoning Board of Appeals, are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:
APPROVED:
PUBLISHED:



SITE PLAN



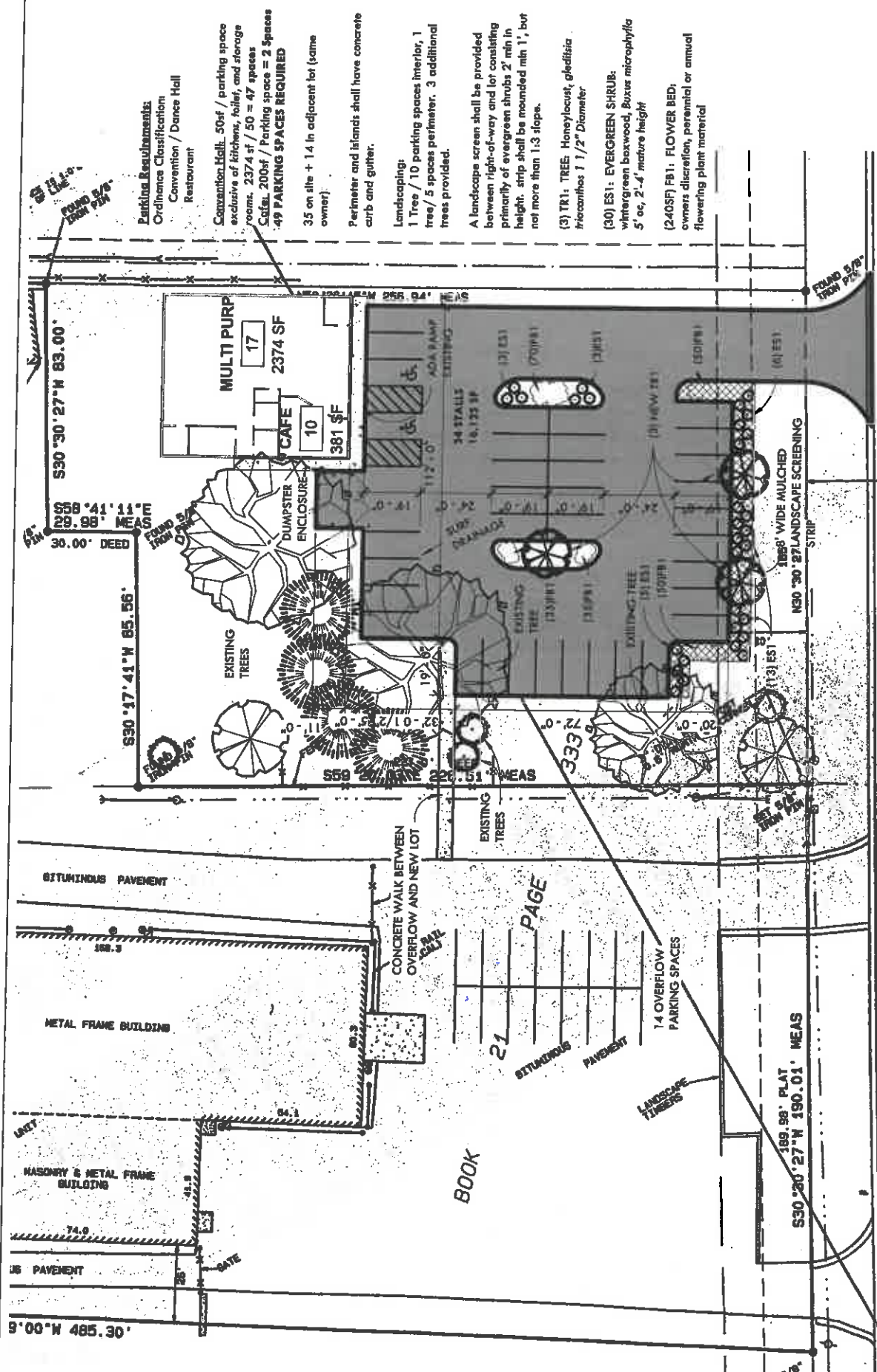
CONCEPT SITE PLAN

SCALE: 1" = 30'-0"

1

FOREST HILLS ROAD

CONCRETE CURB AND GUTTER



BOOK

PAGE

Parking Requirements:
Ordinance Classification
Convention / Dance Hall
Restaurant

Convention Hall: 50sf / parking space
exclusive of kitchen, toilet, and storage
rooms. 2374 sf / 50 = 47 spaces
Cafe: 200sf / Parking space = 2 Spaces
49 PARKING SPACES REQUIRED

35 on site + 14 in adjacent lot (same
owner)

Perimeter and islands shall have concrete
curb and gutter.

Landscaping:
1 Tree / 10 parking spaces interior, 1
tree / 5 spaces perimeter. 3 additional
trees provided.

A landscape screen shall be provided
between right-of-way and lot consisting
primarily of evergreen shrubs 2' min in
height. strip shall be mounded min 1', but
not more than 1:3 slope.

(3) TR1: TREES: Honeylocust, gladiolus
fricanthos 1 1/2" Diameter

(30) ES1: EVERGREEN SHRUB:
wintergreen boxwood, Boxus microphylla
5' oc, 2-4" mature height

(240SF) FB1: FLOWER BED:
owners discretion, perennial or annual
flowering plant material