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LOVES PARK CITY COUNCIL AGENDA–SEPTEMBER 16, 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 Reverend Rod Lenzendorf of Firstborn 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
 - 1. Proclamation presented to Joyce Lillie of Daughters of the American Revolution for “US Constitution Week”.

- VI. APPROVE PAYMENT OF BILLS

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

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

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing Fire Chief Jerry Wiltfang to appoint Acting Lieutenant Tyler Worrell to the position of Lieutenant for the City of Loves Park Fire Department, effective October 1, 2019.**
- 2. Motion approving a Special Event Permit for the Rockford Speedway to hold a “Beats & Eats” toy drive on October 5, 2019, from 12:00 noon to 7:00 p.m.**
- 3. Motion approving a Special Event Permit for Jen Buerke to park the “Cluck Stops Here” food truck on city hall property for the construction crew thru November 2019.**
- 4. Resolution authorizing the Mayor to enter into a vehicle lease agreement with Rock River Disposal Services, Inc.**
- 5. Resolution authorizing the City of Loves Park to pay up to \$750.00 for the RAMP Program.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

XIV. PUBLIC COMMENT

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT



CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Tuesday, September 9, 2019

Loves Park City Hall

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

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

Present: Mayor Gregory Jury

Aldermen Clint Little, John Pruitt, Charles Frykman, A. Marie Holmes, Rob Schlensker, Doug Allton, Nancy Warden, John Jacobson, Jim Puckett

Absent: Alderman Mark Peterson

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 09/03/19
The Journal of Proceedings for the regular meeting of September 3, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 8 Ayes (Aldermen Little, Pruitt, Frykman, Holmes, Schlensker, Warden, Jacobson, Puckett) 1 Absent (Alderman Peterson) 1 Present (Alderman Allton)
2. SEP/Beats & Eats Toy Drive Request
Received a Special Event Permit application from the Rockford Speedway to hold a "Beats & Eats" Toy Drive on October 5, 2019. Referred to Alderman Warden of the Codes & Regulations Committee.
3. Water Department Bills
Alderman Jacobson presented the Water Department bills dated September 3, 2019 in the amount of \$61,042.00, and moved that they be paid. Second by Alderman Pruitt. Motion carried. 9 Ayes (Aldermen Little, Pruitt, Frykman, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 1 Absent (Alderman Peterson)
4. General Fund Bills
Alderman Jacobson presented the General Fund and all other bills dated September 3, 2019 in the amount of \$185,452.76, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Little, Pruitt, Frykman, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 1 Absent (Alderman Peterson)
5. Public Safety Report
Alderman Schlensker presented the Police Department Report dated September 9, 2019, to be placed on file.
6. Public Works Report
Alderman Schlensker presented the Street Department Report dated September 9, 2019; presented the Water Department Report dated September 9, 2019, to be placed on file.
7. Finance & Administration Committee
Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated September 9, 2019 in the amount of \$243,817.56; for consideration at next week's city council meeting; presented the minutes from the committee meeting held September 3, 2019, to be placed on file.

8. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated September 9, 2019 in the amount of \$86,650.56, for consideration at next week’s city council meeting.

9. Fire Station Expansion & Improvements Alderman Jacobson presented the following resolution authorizing the Mayor to execute a contract for the expansion of and improvements to the City’s fire station at 1527 Windsor Road, Loves Park, Illinois. **WHEREAS**, the City of Loves Park, Illinois (“City”), is a municipal corporation operating under the laws of the State of Illinois, Winnebago and Boone Counties, Illinois; and **WHEREAS**, upon determining that expansion and improvements to the City’s fire station located at 1527 Windsor Road was necessary for the public health, safety and welfare (“Fire Station Project”), the City purchased additional land immediately adjacent to the fire station for the Fire Station Project; and **WHEREAS**, the City issued a Request for Qualifications (“RFQ”) to evaluate capabilities and pricing of construction entities that provide design-build services and have experience with fire station construction; and **WHEREAS**, after reviewing the responses to the RFQ, on July 2, 2019 the City entered into an AIA Document A141 – 2014 Standard Form of Agreement Between Owner and Design-Build with Ringland Johnson Inc., an Iowa Corporation, (“Ringland Johnson”) to provide and carry out the design-build services for the Fire Station Project (“Contract”); and **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO COUNTY AND BOONE COUNTY, ILLINOIS AS FOLLOWS:**

1. The above recitals are incorporated into this Resolution as though fully set forth herein.
2. The Mayor is hereby authorized to sign the Design-Build Amendment with Ringland Johnson, in substantially similar form as is attached hereto, on behalf of the City.
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 Frykman. Motion carried. 9 Ayes (Aldermen Little, Pruitt, Frykman, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 1 Absent (Alderman Peterson)

RESOLUTION NO. 19-079

10. ORD 4290-19 Employee Salaries Alderman Jacobson presented for second reading an ordinance authorizing the fixing and approving of wages, salaries, fees, or compensation for city employees, and moved for passage of the ordinance. Second by Alderman Frykman. Motion carried. 9 Ayes (Aldermen Little, Pruitt, Frykman, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 1 Absent (Alderman Peterson)

ORDINANCE NO. 4290-19

11. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Frykman. Motion carried by voice vote. The meeting was adjourned at 6:12 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

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



CITY OF LOVES PARK

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

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

PROCLAMATION

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule of law; and

WHEREAS, September 17, 2019, marks the anniversary of the two hundred thirty second framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23rd as “Constitution Week”; and

WHEREAS, it is fitting to give official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this historical event.


NOW, THEREFORE, I, Gregory R. Jury, as Mayor of the City of Loves Park, do hereby proclaim the week of September 17 through September 23, 2019 to be:

“U.S. CONSTITUTION WEEK”


in the City of Loves Park and urge all citizens to reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Loves Park to be affixed this 16th day of September, 2019.





Mayor Gregory R. Jury



Attest: Robert J. Burden, City Clerk

“The City with a Heart”

**MONTHLY BUILDING REPORT LOVES PARK
AUGUST 2019 SUMMARY**

		VALUATION
COMMERCIAL/ASSEMBLY NEW CONSTRUCTION*	1 UNITS	\$0.00
RESIDENTIAL NEW CONSTRUCTION	6 UNITS	\$948,054.00
OTHERS (Remodels, Additions, Accessory Structures, Roofs, Siding etc. <u><i>This total is building permits only</i></u>)	30	\$894,664.00
<i>Valuation Grand Total</i>		<i>\$1,842,718.00</i>
TOTAL PERMITS ISSUED (ALL TRADES)	73	
PERMIT FEES COLLECTED	\$13,179.00	

**MONTHLY FEES COLLECTED- MACHESNEY PARK
AUGUST 2019 SUMMARY**

PERMIT FEES	\$22,014.52
INSPECTION FEES	\$0.00
TOTAL	\$22,014.52

* FOUNDATION ONLY PERMIT/NO VALUATION

AUGUST 2019 RESIDENTIAL/NEW CONSTRUCTION			
ADDRESS	STREET NAME	BUILDING EST VALUE (\$)	BLDG PERMIT APPL DATE
4805	INTERSTATE BOULEVARD*		09-Aug-19
* FOUNDATION ONLY PERMIT/NO VALUATION			
TOTAL COMMERCIAL/ASSEMBLY		\$0.00	1
4519	SQUAW VALLEY DRIVE	\$107,400.00	07-Aug-19
4517	SQUAW VALLEY DRIVE	\$107,400.00	07-Aug-19
5118	HOMESTRETCH DRIVE	\$210,552.00	08-Aug-19
5122	HOMESTRETCH DRIVE	\$210,552.00	08-Aug-19
7657	PERRY RIDGE LANE	\$210,552.00	08-Aug-19
5328	NASHUA DRIVE	\$101,598.00	29-Aug-19
TOTAL RESIDENTIAL		\$948,054.00	6



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: 09/16/2019

Subject: Police Activity Report

Police activity report for the week of 09/01/2019 through 09/07/2019

Calls for Service 520

Total Number of Arrests 228

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 September 9, 2019 thru September 16, 2019

Previous week's activity:

1. Continued mowing.
2. Took down flags along N2nd.
3. Poured curb and sidewalk in Pebble Creek.
4. Mowed with tractor.
5. Repaired a knocked down traffic signal at Forest Hills & Harlem.

Proposed work:

1. Continue mowing.
2. Finish remaining concrete in Pebble Creek.
3. Hot Mix and dirt concrete repairs.
4. Start removals of the next batch of concrete repairs in Harts Farms and Oakcrest.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **9/4/19-9/11/19**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Continued radio read meter installation
3. Mowed all wells
4. Repaired main break in the 7200 block of Bunker Hill Ct.
5. Repaired 4 inch service leak at 4126 Old Golf Rd.

Work anticipated for this week:

1. Continue radio read meter installation
2. Start flushing zone 2 and 4 of the city
3. Locate curb box at 341 Sheridan Dr.
4. Disinfect and sample filter plant #1 to place back online
5. Repair curb stop at 6571 Coach Lite Trail
6. Repair curb stop at 5017 Illinois St.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
SEPTEMBER 16, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD SEPTEMBER 9, 2019**
 - a. Resolution authorizing Fire Chief Jerry Wiltfang to appoint Acting Lieutenant Tyler Worrell to the position of Lieutenant for the City of Loves Park Fire Department, effective October 1, 2019.
 - b. Resolution authorizing the City of Loves Park to pay up to \$750.00 for the RAMP Program.
4. **ITEMS FOR CONSIDERATION**
5. **LIST OF BILLS**
6. **GENERAL DISCUSSION/PUBLIC COMMENT**
7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: September 9, 2019

CALLED TO ORDER: 5:30 P.M.

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

MEMBERS ABSENT: Alderman Mark Peterson

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

MINUTES APPROVAL: September 3, 2019

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

ITEMS FOR CONSIDERATION

1. Presentation by Regional 1 Planning Council.
2. Resolution authorizing the Mayor to execute a contract for the expansion of and improvements to the city's fire station at 1527 Windsor Road.

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

3. List of Bills: No questions or concerns.
4. Adjournment.

Alderman Frykman moved for adjournment. Second by Alderman Pruitt.
Motion carried. 3 Ayes – 0 Nays

Adjournment: 5:51 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
COMMITTEE OF THE WHOLE MEETING
SEPTEMBER 16, 2019 – 6:15 P.M.
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER

2. ROLL CALL

3. ITEMS FOR CONSIDERATION

A. Discussion regarding cannabis business establishments in the City of Loves Park.

4. LIST OF BILLS

5. GENERAL DISCUSSION/PUBLIC COMMENT

6. ADJOURN

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
September 16, 2019
5:15 P.M.
City Council Chambers**

I. Approval of Minutes

- a. Approval of Minutes from the August 26, 2019 meeting.

II. Resolutions & Ordinances

- a. Resolution authorizing the Mayor to enter into a lease agreement with Rock River Disposal Services

III. Project Updates/Directors Report:

IV. General Discussion/Public Comment

V. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: August 26, 2019

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT: Ald. Schlensker

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Pucket, Ald. Allton, Ald. Peterson, Ald. Warden

APPROVAL OF MINUTES:

Ald. Pruitt moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 3 ayes – 0 nays

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

1. A resolution was decided awarding Campos Construction a contract to perform asphalt paving repairs at various locations.
Ald. Pruitt moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 3 ayes – 0 nays
2. A resolution was decided authorizing the Water Department Manager to sign a Master Service Agreement with ArcDesign Resources.
Ald. Pruitt moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 3 ayes – 0 nays

Alderman Pruitt moved for adjournment at 5:25 p.m.; seconded by Alderman Holmes
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

RESPECTFULLY SUBMITTED, JOHN JACOBSON VICE-CHAIRMAN OF THE PUBLIC WORKS COMMITTEE



CITY OF LOVES PARK

Department of Community Development

100 HEART BOULEVARD
LOVES PARK, ILLINOIS 61111
815- 654-5033 • Fax: 815-654-5004

Planning • Zoning • Building • Economic Development

AGENDA

LOVES PARK ZONING BOARD OF APPEALS

September 19, 2019
CITY COUNCIL CHAMBERS
5:30 P.M.
100 HEART BOULEVARD

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **July 18, 2019** meeting
3. Report from the Zoning Office - None
4. Unfinished business - None
5. New business –
 - A. **2416 DEVON AVNUE** – A Variance to place a parking pad alongside of the existing driveway in the R1 (Single Family Residential) Zoning District.
 - B. **5205 PEBBLE CREEK TRAIL & 5219 PEBBLE CREEK TRAIL** – A Zoning Map Amendment for each parcel from the R2 (Two-family Residential) Zoning District to the R3A (Four-family Residential) Zoning District.
 - C. **5205 PEBBLE CREEK TRAIL & 5219 PEBBLE CREEK TRAIL** – A Variance for each parcel from the required 14,600 square feet for a four-family dwelling to a requested 12,500 square feet for a four-family dwelling in the R3A (Four-family Residential) Zoning District.
 - D. **5111 N. SECOND STREET** – A Zoning Map Amendment from the CR (Commercial Retail) Zoning District to the R1 (Single Family Residential) Zoning District.
 - E. TEXT AMENDMENT – CHAPTER 102, SECTION 102-9 – DEFINITIONS
 - F. TEXT AMENDMENT – CHAPTER 102, ARTICLE III, DISTRICTS, SECTION 102-135, ACCESSORY STRUCTURES
 - G. TEXT AMENDMENT – CHAPTER 102, ARTICLE V, OFF-STREET PARKING AND LOADING, SECTION 102-258, ADDITIONAL PARKING REGULATIONS; PARKING, (9), SIZE

H. TEXT AMENDMENT – CHAPTER 102, ARTICLE V, OFF-STREET PARKING,
SECTION 102-258, ADDITIONAL REGULATIONS; PARKING, (11), DESIGN AND
MAINTENANCE, (B), SURFACING

6. Public participation & comment
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS
THURSDAY, JULY 18, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS
LOVES PARK CITY HALL

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:32 P.M.

MEMBERS PRESENT: DENNIS HENDRICKS, CATHY NELSON, BRIAN KERN,
NICOLAS BECKER, SHAWN NOVAK, LINDY TOOHILL

OTHERS PRESENT: ANDREW QUINTANILLA – ZONING OFFICER
ATTORNEY PHIL NICOLOSI
SHEILA MILLS – SECRETARY

Chairman Howlett announced that the next Community Development Committee meeting is scheduled for Monday, July 29, 2019 at 6:15 p.m.

2. MINUTES

Mrs. Nelson moved to approve the minutes, with the corrections as stated, from the meeting held June 20, 2019. Second by Mrs. Toohill. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

5. UNFINISHED BUSINESS

None

6. NEW BUSINESS

- A. **5373 & 5375 PEBBLE CREEK TRAIL – SPECIAL USE PERMIT FOR A FITNESS ESTABLISHMENT IN THE RU ZONING DISTRICT.** Appropriate notice has been given.

Attorney Amanda Martinez, 5732 E. Riverside Blvd. #201, Loves Park, IL; Jared and Elizabeth Schomburg, 10046 Tybow Trail, Roscoe IL were sworn in as Petitioners.

Jared Schomburg stated that they are requesting a Special Use Permit for a fitness center at the proposed location. There will be designated areas for fitness instruction, locker rooms, and office space. The business hours will be 5:00 a.m. to 6:00 p.m. Monday thru Friday and will have classes with up to 12 quests at a time.

Attorney Martinez requested an amendment regarding condition No. 5 in regards to outside activity; and No. 7 in regards to deadline for resealing the parking lot.

Tom Cwynar, 1120 Darwin Drive, Machesney Park, IL was sworn in as spoke in favor of the Petitioner.

Robyn McDonald, 6419 Torchlight Trail, Loves Park, IL was sworn in and spoke in favor of the Petitioner.

Angelica Broege, 5046 Arlington Street, Loves Park, IL was sworn in and spoke in favor of the Petitioner.

Mr. Becker stated that he felt a fitness center would be an excellent use of the property.

Mr. Quintanilla stated that staff is agreeable with the amendment to the conditions Attorney Martinez requested.

No objectors present.

Mr. Becker moved to approve a Special Use Permit for a fitness establishment in the RU Zoning District for the property known as 5373 & 5375 Pebble Creek Trail, with the following conditions:

1. The Special Use Permit shall expire with the change in property ownership, change in business ownership, or discontinuance of the fitness establishment.
2. The Special Use Permit shall be renewed 1 year from approval.
3. No additional landscaping shall be necessary. Regular maintenance for the existing landscaping shall be required. All plants and trees shall be maintained and preserved.
4. There shall be no storage of exercise equipment, or items used in conjunction with the training, stored outside of the building.
5. All activities related to the fitness establishment shall be conducted primarily within the building. Only low impact, low noise activity shall be permitted outside.
6. The dumpster enclosure shall be installed before the business opens.
7. The parking area in front of the business, not the office, shall be sealed and striped according to the site plan and coordinated with city staff.
8. The Special Use Permit shall be revoked with verified complaints from adjacent property owners and/or local authorities.

Second by Mr. Kern. The findings of the facts have not been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 6-0

B. A PART OF 7900 E. RIVERSIDE BLVD. – SPECIAL USE PERMIT FOR DRIVE-THRU WINDOW IN THE CR ZONING DISTRICT. Appropriate notice has been given.

John Kayser, Cave Enterprises LLC, 1624 W. 18th Street, Chicago, IL was sworn in as Petitioner.

Mr. Kayser indicated that they are requesting a Special Use Permit for a drive-thru window for a Burger King at 7900 E. Riverside Blvd.

No objectors present

Mr. Becker moved to approve a Special Use Permit for a drive-thru window in the CR Zoning District for the property known as 7900 E. Riverside Blvd., with the following conditions:

1. The Special Use Permit shall expire with the change in property ownership or discontinuance of the Burger King fast food establishment.
2. The Special Use Permit shall be renewed 1 year from approval.
3. The developer, business owner, or landowner shall meet all of the landscape requirements, including the installation of sod, with regular ongoing maintenance to preserve the landscaping that is part of the approval of the Special Use.
4. There shall be no outdoor displays or merchandise available for sale outside of either building. All activities shall be confined to the inside of the building.
5. All building materials used for the construction of the buildings shall meet all of the requirements of the E. Riverside Blvd. /I-90 Overlay District.
6. Signage shall comply with current city standards for freestanding signs.
7. Site plan shall be revised to indicate right only.

Second by Mrs. Nelson. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 6-0

7. PUBLIC PARTICIPATION AND COMMENT

None

8. General Discussion

None

Mrs. Nelson that the meeting be adjourned. Second by Mrs. Toohill. Motion carried by voice vote. The meeting adjourned at 6:45 p.m.

Sheila Mills, Secretary

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: September 16, 2019

Resolved by the adoption of this resolution, the Mayor is authorized to enter into a vehicle lease agreement with Rock River Disposal Services, Inc. for the rental of one 2008 International w/5 yard dump box and one 1998 International w/5 yard dump box and one 2002 International w/5 yard dump box for the purpose of leaf removal under the current contract per the attached.

Be it further resolved, that the lease cost would be \$700.00 per week per vehicle until the leaf pickup is concluded.

Also, be it further resolved, that the lease shall not be considered in full force and effect until all proper insurance certificates are complete and in place as delineated within said executed lease.

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:

VEHICLE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is made and entered into this 8th day of October 2018, by and between, the City of Loves Park, County of Winnebago, Illinois, an Illinois municipal corporation ("City"), and Rock River Disposal Services, Inc., an Illinois corporation ("Rock River Disposal") (collectively referred to as "Parties").

1. **Conditions of Lease.** The Parties hereby acknowledge that this Lease is entered into as a condition of Rock River Disposal's agreement to enter into the "Agreement to Provide Service to the City of Loves Park for Residential Refuse, Recycling and Yard Waste Collection" dated of even date herewith ("Refuse Contract") and that but for this Lease allowing Rock River Disposal to utilize the Vehicles (as defined herein) outside of the Loves Park municipal limits, Rock River Disposal would not have agreed to enter into the Refuse Contract with the City on terms stated therein.
2. **Lease of Vehicles.** The City hereby to the Rock River Disposal and Rock River Disposal hereby leases from the City, those vehicles set forth in Exhibit A, attached hereto and made a part hereof, (Individually, a "Vehicle" and collectively, the "Vehicles"), upon those conditions and covenants set forth herein.
3. **Term.** The term of this lease shall commence at 12:01 a.m. on October 8, 2018 and terminated as of 11:59 p.m. December 18, 2018 ("Term"). During the Term of this Lease, Rock River Disposal may utilize the Vehicle as needed on a weekly basis ("Weekly Rental Period"). For purposes of this Agreement, a week shall be measured from Sunday during the Term through the following Saturday ("Week"). The Parties acknowledge that this term is intended to provide a reasonable estimate of the service dates for leaf vacuuming, collection and transportation in the fall season of 2018 and that the actual service dates may vary as a result of weather and other factors. If weather conditions warrant, the Parties, by mutual agreement and in writing, may commence service at an earlier or later date or continue service for a longer term and any such modification shall alter the Term of this Lease.
4. **Rental Charges.** Rock River Disposal shall pay the City \$700.00 Per Vehicle ("Rent") for each Weekly Rental Period during which the Vehicle(s) is utilized by Rock River Disposal during the Term of this Lease. The parties acknowledge the Rent shall not be due for any Week in which Rock River Disposal does not utilize any Vehicle. However, Rent shall not be prorated in the event Rock River Disposal uses the Vehicle(s) for less than a full Week during any Weekly Rental Period.
5. **Use and Surrender of the Vehicles.** The Vehicles shall be used by Rock River Disposal to tow leaf vacuum collection equipment for the purpose of collecting and transporting leaves within the municipal limits of the City of Loves Park, Illinois and the Village of Machesney Park, Illinois. Any use of the Vehicles outside of these specified limits shall require the prior written consent of the City. Rock River Disposal agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles and further agrees to comply with, and cause its drivers to comply with, all applicable laws, statues, rules regulations and ordinances and previsions of all insurances policies affecting or covering the Vehicles free of all liens, charges and/or encumbrances.

At the end of each Weekly Rental Period (or at such time as the parties may agree) or earlier termination of this Lease, Rock River Disposal, at its sole risk and expense, agrees to return the Vehicles to the City at such place and by such reasonable means as may be designated by City, in the same repair, condition and working order as existed at the commencement of the Lease Term, reasonable wear and tear resulting from proper use excepted. If any Vehicle is not returned in the

required condition, Rock River Disposal agrees to pay the City, at the City's option, either (i) the estimated cost to restore such Vehicle to such condition; or(ii) the actual cost of restoration, if the Vehicle is restored. If for any reason Rock River Disposal fails to return any Vehicle to the City as and when required in accordance with this Section, Rock River Disposal agrees to pay the City additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by the City does not limit the City's remedies with respect to Rock River Disposal's failure to return any Vehicle as required hereunder.

6. **Relationship of the Parties.** The Parties acknowledge and agree that no employer-agent is hereby created by Rock River Disposal's use of the City's Vehicles for the intended purpose set forth in Section 5 of this Lease. The City, its officers, trustees, agents or employees shall not be liable to Rock River Disposal for any expenses paid or incurred by Rock River Disposal, its employees, agent or representative for any kind of personal injury, death or property damage occurring in connection with or in incident to, or arising out of occupancy, use, service, operation of the Vehicles under the terms of this Lease including but not limited to, worker's compensation claims by Rock River Disposal's employees.
7. **Cost, Expenses, Fees and Charges.** Rock River Disposal agrees to pay all cost, expenses and/or incurred in connection with its use or operation of the Vehicles during the Term, including but not limited to, fuel costs.
8. **Maintenance.** During the term of this Lease, Rock River Disposal agrees, at its sole expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions, warranty requirements and legal requirements; and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles.
9. **Alterations.** Rock River Disposal shall not make any alterations, additions, replacements or improvements to any Vehicle without the City's prior written consent, and any permitted alteration or attachment that cannot be readily removed without damaging the Vehicle's originally intended function or value shall become part of the Vehicle and remain the property of the City following termination of this Lease.
10. **Limited of Warranties.**

THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISK ARE TO BE BORNE BY ROCK RIVER DISPOSAL. THE VEHICLES ARE LEASED "AS IS," AND "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by the City to Rock River Disposal to the extent permitted by law for the applicable Term and Rock River Disposal's only remedy for the breach of such assigned warranties, if any, shall be against the supplier, vendor or manufacturer of the Vehicle.

Neither the City nor any other agent of the City will be liable to Rock River Disposal for any liability, claim, loss, incidental or consequential damages caused by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business by Rock River Disposal.

11. **Risk of Loss; Damage; Destruction.** Rock River Disposal assumes and agrees to bear the entire risk loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence") during the Term. In the event of a Casualty Occurrence to a Vehicle, Rock River Disposal shall give the City prompt notice of the Casualty Occurrence and thereafter will return the applicable Vehicle to good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by the City to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Rock River Disposal agrees to pay the City no later than the due date of the next rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by the City in good faith, of the Totaled Vehicle immediately prior to Casualty Occurrence. Upon such payment, this Lease will terminate only with respect to such Totaled Vehicle.
12. **Hold Harmless and Indemnification.** Rock River Disposal shall hold harmless, defend, and indemnify the City, its officers, executives, and employees in connection with any and all losses, claims, or suits by or on behalf of third parties, including employees of Rock River Disposal, for bodily injury, property damage, or personal and/or advertising injury, arising out of or in any way connected with Rock River Disposal's use of Vehicles or arising while the Vehicles are in the care, custody and/or control of Rock River Disposal. Rock River Disposal's obligation shall include losses, claims, or suits in which it is alleged, or in which the facts establish, that the city was solely negligent, but shall also include losses, claims, or suits in which it is alleged, or in which the facts established, that the City was negligent in combination with other negligent persons or organizations, including but not limited to Rock River Disposal. Rock River Disposal's obligation shall exist without regard to whether Rock River Disposal, or its officers, executives or employees were, or are alleged to have been, negligent, and Rock River Disposal's obligation shall not be excused or diminished by establishing the Rock River Disposal or its officers, executives or employees were not negligent. In the event that any statute or common law rule renders the indemnity obligation in this article void or in enforceable on its face, or as applied to any given losses, claims, or suits, then that obligation shall be deemed to be amended to the minimum extent necessary to comply with, and to be enforceable under, any such statute or common law rule, but in any event, Rock River Disposal's obligation shall be deemed to extend as far as the law allows it.

Nothing in this paragraph shall be deemed to limit or modify Rock River disposal's indemnity obligation in such a way as to fall outside the Insurance Services Office ("ISO") Commercial General Liability ("COL") policy's definition of "insured contract", and the obligations in this paragraph shall be construed as requiring Rock River Disposal to assume the City's tort liability to third parties, as provided in the ISO CGL POLICY'S DEFINITION OF "INSURED CONTRACT." This paragraph shall be construed in a neutral manner. This paragraph shall not be construed against the City, and shall not be construed according to the "Westinghouse" rule of strict construction of indemnity clauses.

13. **Insurance.** Rock River Disposal shall maintain and keep in effect throughout the term of this Lease, CGL and auto liability insurance on the Vehicles, with companies authorized to write insurance in Illinois, and with Best ratings of at least A, in minimum limits of \$1,000,000 per occurrence, and \$5,000,000 aggregate. Said policy(s) shall include the "ISO CG 00 01" form then currently in use in the insurance industry, or an equivalent form furnishing coverage at least as broad as the "ISO CG 00 01" form, and shall be endorse to make, by name or description, the City an additional insured

on such policy(s) for both ongoing operations and completed operations losses. Said additional insured coverage shall provide for a full defense and indemnity for the City in connection with any and all losses, claims, or suites by or on behalf of third parties, including employees of Rock River Disposal, for bodily injury, property damage, or personal and/or advertising injury, arising out of or in any way connected with Rock River Disposal's use of the Vehicles under this Lease or arising while the Vehicles are in the care, custody and/or control of Rock River Disposal.

Rock River Disposal shall also maintain and keep in effect, throughout the Term, commercial excess insurance with companies authorized to write insurance in Illinois, and with Best ratings of at least A, with limits of at least \$1,000,000 per occurrence, which follows the form of Rock River Disposal's CGL insurance, and which provides that any person or organization that is an insured on underlying primary insurance is also an insured on the commercial excess policy under the same terms and conditions. Additionally, the Rock River Disposal's CGL and excess policies (or endorsement(s) as the case may be) shall specifically provide that the additional insured coverage required by this paragraph shall be sole primary, and that neither the City nor its own insurer, nor any shared risk pool or equivalent organization to which it belongs (including but not limited to the Illinois Municipal League Risk Management Association), shall be called upon to contribute any defense costs or settlement or judgment costs, until Rock River Disposal's primary and excess policies have been fully exhausted and its insurers' or insurer's duty to defend municipality has terminated. The obligations under this paragraph are in addition to, and not in substitution for, Rock River Disposal's obligations under the indemnity paragraph of this contract.

The City shall be furnished with thirty (30) days' notice prior to any cancellation or material change in the policy(s) required under this Lease. Rock River Disposal shall provide the City with an original copy of the Certificate of Insurance for the policy(s) required under this Lease. The City should be clearly identified as an additional insured in the policy(s) and any endorsements.

Notwithstanding the foregoing, the City does not represent or warrant that the coverage and limits of insurance as required herein will be adequate to protect Rock River Disposal in the event of an incident. The Parties agree that the coverage requirements set forth herein shall not be a limitation on Rock River Disposal's liability under the indemnity provisions of this Lease.

14. **Default; Remedies.** The following shall constitute events of default ("Events of Default") by Rock River Disposal under this Lease:
- a. If Rock River Disposal fails to pay when due any rent or other amount due under this Lease;
 - b. If Rock River Disposal fails to perform, keep or observe other term, provision or covenant contained in this Lease;
 - c. Any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by City); or
 - d. The occurrence of a material adverse change in the financial condition or business of Rock River Disposal.

Upon the occurrence of any Event of Default, the City shall provide written notice allowing Rock River Disposal not less than five (5) days to cure the default ("Cure Period"). If the default cannot

reasonable be cured within the Cure Period, the City may extend the Cure Period for a specified period of time ("Extended Cure Period"), provided that Rock River Disposal agrees to diligently and in good faith continue to cure the default. If the default is not cured within the Extended Cure Period, the City may, at its option terminate this Lease upon expiration of the Extended Cure Period and exercise its remedies under applicable law.

15. **Assignment.** Without City's prior written consent, Rock River Disposal may not assign, sublease, transfer or pledge this Lease or any Vehicle and/or any or all its rights and obligations under this Lease or any Vehicle to any person or entity.
16. **Notices.** All notices given under this Lease shall be made in writing and mailed to the other party at the following address:

If to: City of Loves Park, Illinois
Attn: Mayor Gregory R. Jury
Loves Park City Hall
100 Heart Blvd.
Loves Park, Illinois 61111

If to: Rock River Disposal Services, Inc.
Attn: General Manager
5450 Wansford Way #201
Rockford, Illinois 61109

17. **Amendments.** This Lease contains the entire understanding of the parties. This Lease may only be amended or modified by an instrument in writing executed by both parties.
18. **Governing Law.** This Lease shall be governed by the provisions hereof and by the laws of the State of Illinois. Any disagreements about the Lease shall be settled in court of competent jurisdiction in Winnebago County, Illinois.
19. **Severability.** Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
20. **Waiver.** The waiver by City of any breach by Rock River Disposal of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.
21. **Drafter Bias.** The Parties to this Lease acknowledge and agree that the terms of this Agreement are the result of negotiations between the Parties, both of whom are represented by independent counsel and that this Lease is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and Rock River Disposal have duly executed this Lease as of the day and year first written.

ROCK RIVER DISPOSAL SERVICES, INC.

By: _____

Title: _____

Date Signed: _____

CITY OF LOVES PARK, ILLINOIS

By: _____

Title: _____

Date Signed: _____

EXHIBIT A

DESCRIPTION OF VEHICLES

1. 2008 International Truck with 5 yard dump box.
2. 1998 International Truck with 5 yard dump box.
3. 2002 International Truck with 5 yard dump box.

CITY OF LOVES PARK

By: John Jacobson

Resolution No:

Date: September 16, 2019

Department: LPFD

RESOLVED, that by the adoption of this Resolution,

That Chief Jerry Wiltfang is hereby authorized to appoint Acting Lieutenant Tyler Worrell to the position of Lieutenant for the City of Loves Park Fire Department, effective October 1, 2019.

Use account # 01-12-8510 Firefighter Allowance for the funds.

John Jacobson, Chair Finance

Chuck Frykman - Alderman

Ald. Mark Peterson - Vice-Chair

Mayor Greg R. Jury

John Pruitt - Alderman

Attest: Robert J. Burden

Motion:

Second:

Voting:

CITY OF LOVES PARK

ALDERMAN: John Jacobson

RESOLUTION NO.:

DATE: September 16, 2019

DEPARTMENT: Finance and Administration

Whereas, by the adoption of this Resolution, that pursuant to the Loves Park Ramp Program adopted by Resolution No. 05-110 by the Loves Park City Council, the City of Loves Park will pay up to \$750 to the vendor on a submitted bill for material costs only, or up to \$750 to the payee of said bill for material costs only as requested in the attached Ramp application and upon final inspection of said completed ramp.

Ald. John Jacobson, Chairman

Ald. Chuck Frykman

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

MOTION:

SECOND:

VOTING:

LOVES PARK RAMP APPLICATION FOR THE DISABLED

Name Judith E Dray

Address 522 Kenrose Ave

City Loves Park Zip 61111

Phone 815-997-3536 after 11:00 Number in Household 2

Referred by CAROLYN SWANSON

Name of person applying for ramp: Judith E Dray

Optional: Age: 71 Sex: F Race: W

Mobility Aid: Wheelchair (manual or motorized) Walker CANE

Type of Disability: COPD BAD BONES

Household Financial Information:

Gross income of all household members:

<u>Source</u>	<u>Monthly</u>	<u>Annual</u>
<u>SS</u>		
<u>YMCA</u>	<u>170.00</u>	
TOTAL		<u>15,473</u>

Housing: Own Rent

If rent, landlords name, address & phone: _____

Number of steps: 3-4 Relevant comments: _____

Judith Dray

Please include with application the following: verification of all income; a scaled sketch of the proposed ramp; a vendor's estimate for the cost of the materials only for the ramp; if a rental property, an owners' affidavit stating that the owner gives permission for the ramp to be added to the premises. The City of Loves Park will allow one ramp per household with a one time request requirement. Submit completed application to the Mayor's Office, 100 Heart Blvd., Loves Park, Il. 61111.