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LOVES PARK CITY COUNCIL AGENDA–NOVEMBER 18, 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 Benjamin Danielson, Director of Chaplaincy Services at Mercyhealth, followed by the Pledge of Allegiance led by Cub Scout Pack 396.

III. ROLL CALL

IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING

V. COMMUNICATIONS, MAYOR’S REPORT AND ANNOUNCEMENTS

1. Presentation of a certificate of appreciation to Mayor Jury from the POW-MIA Remembrance Ceremony Committee

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 a donation to Keep Northern Illinois Beautiful for the 2020 Annual Christmas Tree Recycling Program.**
- 2. Resolution authorizing the Mayor to hire Stephen Oldenburger for the position of police officer, effective November 19, 2019.**
- 3. Resolution authorizing the Water Department Manager to hire Midwest Well Services, Inc. dba Municipal Well & Pump to make repairs to pumping equipment at Well No. 5 for \$76,200.00.**
- 4. Resolution authorizing the Street Department Manager to hire Arc Design Resources for engineering services for the 2020 Residential Roadway Resurfacing Program not to exceed \$41,000.00.**

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, Monday, November 11, 2019

Loves Park City Hall

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

Pastor Dave Aldridge of Bethany Presbyterian Church opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

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

Absent: Alderman A. Marie Holmes

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 11/04/19 The Journal of Proceedings for the regular meeting of November 4, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
2. Comcast Received a notice from Comcast of service changes, effective January 7, 2020. Placed on file.
3. Commission Hearings Received a notice from the Illinois Commerce Commission of hearings regarding Northern Illinois Gas Company on November 13, 2019, and Commonwealth Edison on November 20, 2019, in the offices of the Commission, Chicago, IL. Placed on file.
4. Water Department Bills Mayor Jury announced that trash pickup will be delayed this week due to the weather and will be picked up on Saturday.
5. New City Branding & Website Mayor Jury introduced the new branding and website for the City of Loves Park and he thanked Community Development/Public Works Director Steve Thompson, Economic Development/Planning Manager Nate Bruck and Eli Nicolosi from Astute Web Group for their work with the rebranding and website.
6. Veteran's Day Mayor Jury thanked Aldermen Jim Puckett, John Pruitt, and Chuck Frykman for their service on this Veteran's Day.
7. Water Department Bills Alderman Jacobson presented the Water Department bills dated November 4, 2019 in the amount of \$18,622.17, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
8. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated November 4, 2019 in the amount of \$1,110,185.19, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)

9. Public Safety Report Alderman Allton presented the Police Department Report dated November 11, 2019; to be placed on file.

10. Public Works Report Alderman Schlensker presented the Street Department Report dated November 11, 2019; presented the Water Department Report dated November 11, 2019, to be placed on file.

11. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated November 11, 2019 in the amount of \$325,843.67; for consideration at next week's city council meeting; presented the minutes from the committee meeting held November 4, 2019, to be placed on file.

12. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated November 4, 2019 in the amount of \$92,500.19, for consideration at next week's city council meeting; presented the minutes from the committee meeting held October 21, 2019, to be placed on file.

13. Donation To Harlem Middle School For Washington D.C. Trip Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that an amount of \$1,000.00 shall be donated to Harlem Middle School to help offset expenses for the 7th grade Exploratory Art students to travel to Washington D.C. for the National Christmas Tree Lighting Ceremony. The Christmas ornaments designed by the students were chosen to represent all of the students in the State of Illinois. The donated funds will be used to help offset the cost of the charter bus needed to transport the 24 students to and from Washington D.C. Funds for this donation will be expended from Account No. 01-01-6495 (General Administration/Organizations Grants Program). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
RESOLUTION NO. 19-092

14. Purchase/ Service Agreement For Citizenserve Software Suite Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the Director of Community Development and Public Works is hereby authorized to sign the attached Order Form and Service Agreement to purchase a software suite that includes building permitting, planning & zoning, code enforcement, and business licensing, from Online Solutions LLC ("Citizenserve"), 1101 East Warner, Suite 160, Tempe, AZ 85284. The cost of purchase is \$38,600.00, with a year fee for maintenance and licensing of \$14,700.00. Funds for this purchase shall be drawn from Account No. 01-05-6223 (New Equipment). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
RESOLUTION NO. 19-093

15. MFT Funds For 2019 Road Maintenance Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, Motor Fuel Tax funds in an amount not to exceed Five Hundred forty-one thousand eight hundred eleven dollars and eight cents (\$541,811.08) are hereby appropriated for the purpose of maintaining streets and highways under the provisions of the Illinois Highway Code from January 1, 2019 through December 31, 2019. Funds are hereby appropriated and shall be drawn from Account No. 05-11-5115 (Motor Fuel Tax/Salt) and Account No. 05-00-5110 (Motor Fuel Tax/Street Lighting). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
RESOLUTION NO. 19-094

16. MFT Funds For 2020 Road Maintenance
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, Motor Fuel Tax funds in an amount not to exceed four hundred fifty-nine thousand nine hundred sixty dollars (\$459,960.00) are hereby appropriated for the purpose of maintaining streets and highways under the provisions of the Illinois Highway Code from January 1, 2020 through December 31, 2020. Funds are hereby appropriated and shall be drawn from Account No. 05-11-5115 (Motor Fuel Tax/Salt) and Account No. 05-00-5110 (Motor Fuel Tax/Street Lighting). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
RESOLUTION NO. 19-095
17. Medrano's Landscaping Hired For Snow Removal Services For City Properties
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the Street Department Manager is authorized to hire Medrano's Landscaping, 1616 Montague Street, Rockford, IL 61102 for snow removal services for city properties, at the directions of the Street Department manager for the 2019-2020 winter season. Cost for snow removal service shall be as follows: three hundred eighty dollars (\$380.00) per event for City Hall, one hundred sixty dollars (\$160.00) per event for Fire Station No. 1; one hundred and five dollars (\$105.00) per event at Fire Station No. 2 and three hundred fifty dollars (\$360.00) per event for the Police Station. Funds shall be drawn from Account No. 01-11-8091 (Contractual Snow Removal). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
RESOLUTION NO. 19-096
18. ORD 4305-19
SUP For 215, 217, 221 & 225 E. Riverside Blvd.
Alderman Frykman presented for second reading an ordinance providing for a Special Use Permit for a boat sales establishment with outside display at the property known as 215, 217, 221 and 225 E. Riverside Blvd., and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4305-19
19. ORD 4306-19
Text Amendment For Chapter 102, Zoning, Article III, Districts
Alderman Peterson presented for second reading an ordinance providing for a Text Amendment for Chapter 102, Zoning, Article III, Districts, Division 2, Residential 102-152, and moved for passage of the ordinance. Second by Alderman Frykman. Motion carried. 9 Ayes (Aldermen Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4306-19
20. ORD 4307-19
CTR Liquor License For Aero Ale House
Alderman Peterson presented for second reading an ordinance providing for the issuance of a Class CTR (Catering) Liquor License for Aero Ale House, and moved for passage of the ordinance. Second by Alderman Frykman. Motion carried. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4307-19
21. Ordinances First Reading
Alderman Peterson presented for first reading Agenda Items 1-2, from Ordinances First Reading.
22. 1st Reading
Redevelopment Agreement With Batteries Plus Of Rockford
Alderman Jacobson presented for first reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Batteries Plus of Rockford, Inc., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little) 1 Absent (Alderman Holmes) Laid over

23. 1st Reading
Redevelopment
Agreement With
CRV Properties,
LLC Alderman Jacobson presented for first reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with CRV Properties, LLC – Forest Hills Road Series, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little) 1 Absent (Alderman Holmes) Laid over
24. Suspend Rules Alderman Jacobson moved to suspend any and all rules to bring the above ordinances in for second reading. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little) 1 Absent (Alderman Holmes)
25. ORD 4308-19
Redevelopment
Agreement With
Batteries Plus Of
Rockford Alderman Jacobson presented for second reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Batteries Plus of Rockford, Inc., and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4308-19
26. ORD 4309-19
Redevelopment
Agreement With
CRV Properties,
LLC Alderman Jacobson presented for second reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with CRV Properties, LLC – Forest Hills Road Series, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Schlensker, Allton, Warden, Jacobson, Puckett, Little) 1 Absent (Alderman Holmes)
ORDINANCE NO. 4309-19
27. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:19 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

Community Development:	Following City 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.

Loves Park FD

Loves Park, IL

This report was generated on 11/4/2019 12:21:14 PM



Incident Statistics

Start Date: 10/01/2019 | End Date: 10/31/2019

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		216	
FIRE		28	
TOTAL		244	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL	0	150	
PRE-INCIDENT VALUE		LOSSES	
\$600,000.00		\$350,000.00	
CO CHECKS			
424 - Carbon monoxide incident		1	
736 - CO detector activation due to malfunction		1	
TOTAL		2	
MUTUAL AID			
Aid Type		Total	
Aid Given		5	
Aid Received		50	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
84		34.43	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:06:37	0:06:37	
Station #2	0:06:38	0:06:38	
AVERAGE FOR ALL CALLS		0:06:38	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:19	0:01:48	
Station #2	0:01:23	0:01:23	
AVERAGE FOR ALL CALLS		0:01:38	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		17:39	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EM



Loves Park Fire Department Actions / Accomplishments

- Fire Department training in August 2019 included:
 - Fire Suppression evolutions- Live Fire Training
 - Tactics and Strategy (chemistry of fire and flow path)
 - Auto extrication training
 - ISO Required mutual aid drills with North Park Fire
 - Fire Alarm and Suppression Systems
 - Salvage and Overhaul
 - NFPA Required Hose Testing
 - Emergency Medical Services (EMS) training in cooperation with Mercy EMS System.
 - Oxygenation
 - Cardiac arrest care
 - Cardiac – ventricular assist devices
 - Self- Contained Breathing Apparatus confidence and consumption courses
 - Small tools
 - NFPA required physical fitness
- Preparations for the next ISO site visit were continued including
 - Documentation of water system work in collaboration with the water department
 - Joint training with the water department on hydrant maintenance, flow rates and main sizes.
 - Policy review
 - Response procedure review.
- Public Education
 - We completed fire drills at all the schools in Loves Park.
 - We attended a trunk or treat event for the Boys and girls club as well as the trunk or treat event at Grace Lutheran
 - We visited the Hand in Hand daycare center to speak to the kids about fire safety as well demonstrate the tools of our trade

Chief Gerald Wiltfang



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: 11/18/2019

Subject: Police Activity Report

Police activity report for the week of 11/3/2019 through 11/9/2019

Calls for Service 556

Total Number of Arrests 228

Accidents 10

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 November 11, 2019 thru November 18, 2019

Previous week's activity:

1. Plowed snow.
2. Set up city hall for the Veteran Ceremony.
3. Worked on snowplows and spreaders.
4. Continued working on trucks.
5. Helped the water dept. with a main break.
6. Poured the curb for the final concrete repairs.

Proposed work:

1. Continue working on plow trucks.
2. Take down the flags along N2nd.
3. Set up the Christmas display at the Festival of lights.
4. Start putting up Christmas decorations.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **11/6/19-11/13/19**

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. Continued repairing hydrants from flushing
4. Repaired main break in the 200 block of Theodore St.
5. Repaired main break in the 900 block of Grand Ave.

Work anticipated for this week:

1. Continue radio read meter installation
2. Replace deteriorating bolts on pumps in filter plant #1
3. Repair main break 5677 Jensen Dr.
4. Repair main break at 4248 Woodlake Ct.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
NOVEMBER 18, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD NOVEMBER 11, 2019**
4. **ITEMS FOR CONSIDERATION**
 - A. Resolution authorizing a donation to Keep Northern Illinois Beautiful for the 2020 Christmas Tree Recycling Program.
 - B. Resolution authorizing the Mayor to hire Stephen Oldenburger for the position of police officer, effective November 19, 2019.
5. **LIST OF BILLS**
6. **GENERAL DISCUSSION/PUBLIC COMMENT**
7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: November 11, 2019

CALLED TO ORDER: 5:40 P.M.

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

MEMBERS ABSENT:

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

MINUTES APPROVAL: November 4, 2019

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

ITEMS FOR CONSIDERATION

1. Resolution authorizing a donation to Harlem Middle School to help offset expenses for the 7th grade Exploratory Art students to travel to Washington D.C. for the National Christmas Tree Lighting Ceremony.

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

2. Discussion regarding the funding request from Keep Northern Illinois Beautiful for the 2020 Christmas Tree Recycling Program.

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

3. Resolution authorizing the Community Development/Public Works Director to sign the order form and service agreement to purchase a software suite from Online Solutions, LLC (Citizenserve) for \$14,700.00.

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

4. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with CRV Properties, LLC – Forest Hills Road Series.

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

5. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Batteries Plus of Rockford, Inc.

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

6. List of Bills: No questions or concerns.

7. Adjournment.

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

Adjournment: 5:47 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
November 18, 2019
5:15 P.M.
City Council Chambers**

I. Approval of Minutes

- a. Approval of Minutes from the November 11, 2019 meeting.

II. Resolutions & Ordinances

- A. Resolution authorizing the Street Department Manager to hire AcrDesign Resources for civil engineering services for the 2020 Residential Roadway Resurfacing program
- B. Resolution authorizing the Water Department Manager to hire Midwest Well Services to make necessary repairs at Well #5

III. Project Updates/Directors Report:

IV. General Discussion/Public Comment

V. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: November 11, 2019

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT: Ald. Holmes

ALSO PRESENT: Steve Thompson, Ald. Pucket, Ald. Little, Ald. Allton, Ald. Frykman, Ald. Peterson, Ald. Warden, and Attorney Galluzzo

APPROVAL OF MINUTES: October 22, 2019
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 3 ayes – 0 nays

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

1. A resolution was decided authorizing the Street Dept. Manager to hire Medrano's Landscaping for snow removal for city properties.
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 3 ayes – 0 nays
2. A Resolution was decided to utilize MFT funds for 2019 salt and street lighting.
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 3 ayes – 0 nays
3. A Resolution was decided to utilize MFT funds for 2020 salt and street lighting.
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 3 ayes – 0 nays

PUBLIC HEARING: Ald. Schlensker opened Public Hearing at 5:18 p.m.
No public comments
Ald. Schlensker closed Public Hearing at 5:19 p.m.

Alderman Jacobson moved for adjournment at 5:20 p.m.; seconded by Alderman Holmes
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 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

November 21, 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 **October 17, 2019** meeting
3. Report from the Zoning Office - None
4. Unfinished business - None
5. New business –
 - A. **2218 EVANS AVENUE** – A Variance to install a parking pad alongside of the existing driveway in the R1 (Single Family Residential) Zoning District.
 - B. **6104 E. RIVERSIDE BOULEVARD** – A Variance from a required 50' building set back line to a requested 35' building setback line in the CR (Commercial Retail) Zoning District.
 - C. **TEXT AMENDMENT** - A Text Amendment to allow car dealerships as a permitted use by Special Use Permit in the CR (Commercial Retail) & N. Second Street Overlay Districts.
 - D. **5400 N. SECOND STREET & 5312 N. SECOND STREET** – A Special Use Permit to allow an automobile sales and service station with interior and exterior automobile sales areas in the CR (Commercial Retail) & N. Second Street Overlay Districts.
 - E. **TEXT AMENDMENT – CHAPTER 102, ZONING, ADJUST USE CANNABIS – ESTABLISHING APPROPRIATE DISTRICTS FOR VARIOUS USES.**
6. Public participation & comment
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS
THURSDAY, OCTOBER 17, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS
LOVES PARK CITY HALL

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:31 P.M.

MEMBERS PRESENT: DENNIS HENDRICKS, BRIAN KERN, SHAWN NOVAK,
LYNDI TOOHILL

ABSENT: CATHY NELSON

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, October 28, 2019 at 6:15 p.m.

2. MINUTES

Mrs. Toohill moved to approve the minutes with corrections from the meeting held October 8, 2019. Second by Mr. Kern. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

5. UNFINISHED BUSINESS

None

6. NEW BUSINESS

- A. **213, 217, 221, and 225 E. RIVERSIDE BLVD – SPECIAL USE PERMIT FOR A BOAT SALES ESTABLISHMENT WITH OUTSIDE DISPLAY IN THE CR ZONING DISTRICT.**
Appropriate notice has been given.

E. J. Dilonardo, 217 E. Riverside Blvd. Loves Park, IL was sworn as Petitioner and he gave a history of the property and he is requesting a Special Use Permit for a boat sales establishment with outside display on the proposed property.

No objectors present.

Mr. Novak moved to approve a Special Use Permit for a boat sales establishment with outside display in the CR Zoning District for the property known as 213, 217, 221, and 225 E. Riverside Blvd. with the following conditions:

1. The architectural building plans shall be submitted, within 30 days, of the approval of the Special Use Permit. The submitted plans shall be required to meet the adopted Building Code and State of Illinois requirements. The plans will require payment of the City's Plan Review fee, and be reviewed by the City's Plan examiner as is required and customary for all new commercial structures to be constructed in the City of Loves Park. No permits will be issued until the plans are approved, and the structure meets all applicable codes.
2. All areas utilized for driving or parking must be paved with a dust free hard impervious surface within 18 months of approval of the Special Use Permit. Such material must be approved by the City prior to installation.
3. All landscaping must be approved, and coordinated with City Staff, as required by the revised Special Use Permit, no later than June 30, 2020. The landscaping shall include a variety of salt tolerant plants, placed 5-ft. apart within the landscape area, and be maintained. The asphalt in the landscape area shall be removed, soil mounded, with river rock added. All sides of the landscape area shall be curbed. The applicant shall not be required to provide any interior trees, as required by code, because no interior parking is being created.
4. A handicap accessible stall shall be provided, and striped according to Illinois State Statutes. The location and striping for the accessible stall shall be done on or before May 31, 2020.
5. Loading and unloading shall take place in the alley and not on Riverside Boulevard.
6. The Special Use Permit shall expire with the change in property ownership, discontinuance of the boat sales business, or change in business ownership. And, may be revoked with verified complaints from adjacent businesses or property owners.
7. Small signs displaying boat for sale, which indicate make, model, accessories, and price shall be permitted. There shall be no signage display for other businesses allowed.
8. The owner shall work with Staff for the implementation of the dumpster enclosure. The enclosure shall be installed on or before May 31, 2020.

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

MOTION APPROVED 4-0

B. TEXT AMENDMENT – CHAPTER 102, ARTICLE III, DISTRICTS, DIVISION 2, RESIDENTIAL, SECTION 102-152.

No objectors present.

Mrs. Novak moved to approve a Text Amendment – Chapter 102, Article III, Districts, Division 2, Residential, Section 102-152. Second by Mr. Kern.

MOTION APPROVED 4-0

C. TEXT AMENDMENT – CHAPTER 102- ADULT USE CANNABIS.

No objectors present.

Mrs. Novak moved to approve a Text Amendment – Chapter 102- Adult Use Cannabis.
Second by Mrs. Toohill.

MOTION APPROVED 4-0

7. PUBLIC PARTICIPATION AND COMMENT

None

8. General Discussion

None

Mrs. Toohill that the meeting be adjourned. Second by Mrs. Novak. Motion carried by voice vote.
The meeting adjourned at 7:10 p.m.

Sheila Mills, Secretary

CITY OF LOVES PARK

BY ALDERMAN John Jacobson RESOLUTION NO.

**DATE: November 18, 2019 DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution,

that an amount of \$2,500.00 shall be donated to Keep Northern Illinois Beautiful to help offset expenses for the 2020 Annual Christmas Tree Recycling Program to be offered at sites throughout the greater Loves Park area per the attached funding request.

Further, funds for this donation will be expended from General Administration; Organizations Grants Program: Account No. 01-01-6495.

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:**

Board of Directors

Board Officers:

David Sobojinski, *President*
Midland States Bank

Charlotte LeClercq, *Vice-President*, Winnebago State's
Attorney's Office

Stephanie Lombardi, *Treasurer*,
Arc Design Resources, Inc.

Kevin Hrdlicka, *Secretary*,
Savant Capital Management

Kerry Keller, *Past President*

Board Members:

Julie Altenbernd
Rock River Disposal

Erna Colborn
Edward Jones

William Deuerling
Collins Aerospace

Jessica Irons
Honeywell

Connie Kelly
Century 21

Michael Teleso
Northwest Bank

Staff Members:

Pamela Osborne
Executive Director

Roxanne Hopperstad
Administrative Assistant/
Volunteer Coordinator

Gregory Rathman
Facilities Manager

Cortez Gayden
Facilities Assistant

October 22, 2019

Mayor Jury
City of Loves Park
100 Heart Boulevard
Loves Park, IL 61111

Re: Christmas Tree Sponsorship Renewal

Dear Mayor Jury,

It has been a privilege to partner with the City of Loves Park in carrying out the mission of this non-profit. Your continued support is greatly appreciated and our community is safer, cleaner and healthier because of it.

This will be the 32nd year for the successful Christmas Tree Recycling program. Your sponsorship is extremely important to the continuation of this program which accomplishes the following essential goals:

- ✓ Provides Loves Park residents with a viable option for tree disposal
- ✓ Reduces waste at the curbside
- ✓ Reduces trash and compacting costs to taxpayers
- ✓ Conserves much needed landfill space
- ✓ Provides free mulch from the chipped trees to area residents and small business owners

Keep Northern Illinois Beautiful is respectfully requesting continued City of Loves Park funding support in the amount of \$2,500.00 to sponsor the 2020 Christmas Tree Recycling Program.

We are pleased to recognize the City of Loves Park sponsorship through listings in fliers and press releases, as well as in our newsletter, social media and annual report to the community.

Thank you for your consideration of this request. Together we will build and sustain a clean, green & healthy community.

Sincerely,



Pamela Osborne
Executive Director

CITY OF LOVES PARK

BY ALDERMAN: JOHN JACOBSON

RESOLUTION NUMBER:

DATE: November 18th, 2019

DEPARTMENT: POLICE

RESOLVED: that by the adoption of this Resolution, the Mayor is authorized to hire one police officer to fill a vacant position within the Loves Park Police Department. The individual, Stephen Oldenburger, is the next eligible candidate on the current Civil Service lateral roster. Be it further resolved that the official start date will be Tuesday, November 19, 2019. Wages and benefits are set by current Fraternal Order of Police collective bargaining agreement.

Chairman John Jacobson

Alderman Chuck Frykman

Vice-Chairman Mark Peterson

Mayor Gregory R. Jury

Alderman John Pruitt

Attest: City Clerk Robert Burden

MOTION:

SECOND:

VOTING:

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: November 18th, 2019

RESOLVED, by the adoption of this Resolution, The Water Department Manager is authorized to hire Midwest Well Services, INC. dba: Municipal Well & Pump, 1212 Storbeck Drive, Waupun WI. 53963, to make necessary repairs to the pumping equipment at Well #5 for a cost not to exceed \$76,200.00.

Funds shall be drawn from Account No. 31-51-4114 (Well 5 Facility)

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:



Cost Change Request

Job No.	MU19343
Cost Change Request #	1
Salesman Name	121

Contract Summary:

Customer Name: Loves Park, City Of	Date	11/11/2019
Contact Name: Craig McDonald	Original Contract Amount	\$ 146,642.00
100 Heart Blvd.	Previous Contract Balance	\$ -
Loves Park, IL 61111-	Amount of Cost Change	\$ 76,200.00
Job Name: City of Loves Park Rehabilitation Well # 5 Bore Hole	New Contract Balance	\$ 222,842.00

Cost Change Request Summary:

Item Description	Quantity	Unit Price	Total
Reconditioned Byron Jackson 350HP 2300V motor	1	\$41,340.00	\$41,340.00
1/0 5KV cable w/grd for submersible 2300V motor 625 ft.	1	\$16,250.00	\$16,250.00
Rebuild - Byron Jackson 13MQH-7 bowl - shaft, bearings, wear rings, O-rings	1	\$8,400.00	\$8,400.00
10" # 125/200PSI Globe Check Valve Installed in vault	1	\$3,950.00	\$3,950.00
Transducer Chase 1-1/4" Flush Thread PVC 625 ft.	1	\$2,790.00	\$2,790.00
Lakewood Style Bleedback Checkvalves 10 inch (2 units)	1	\$2,770.00	\$2,770.00
Fix Air Release Valve - miscellaneous 2" hardware	1	\$480.00	\$480.00
New Baker Pitless Orings	1	\$220.00	\$220.00
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
Total Change Request			\$76,200.00

Notes: We hereby authorize Municipal Well and Pump to proceed with the work described above. We acknowledge that all the terms and conditions of the original contract apply to this change order as well.

Accepted By

Owner	Title	Date
Engineer	Title	Date
Municipal Well and Pump	Title	Date

1212 Storbeck Drive, PO Box 311, Waupun, WI 53963
Office: 920-324-3400 - Toll-Free: 800-383-7412 - Fax: 920-324-343
www.municipalwellandpump.com

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: November 14, 2019

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to hire ArcDesign Resources, 5291 Zenith Parkway, Loves Park, IL 61111 for professional civil engineering services for the 2020 Residential Roadway Resurfacing Program at a cost not to exceed Forty One Thousand Dollars (\$41,000.00) . The scope of work is defined on the attached “Agreement for Services”

Funds shall be taken from Account No. 01-11-8035 (Road Repairs & Infrastructure) for the expense.

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:



ARC DESIGN
RESOURCES INC.

2020 Loves Park Street Improvements

Opinion of Probable Cost - October 21, 2019

Proposed Project	Preliminary Construction Budget
Garden Plain Avenue	\$ 260,487.64
Walker Avenue	\$ 286,450.64
River Park Drive	\$ 59,980.97
Short Street	\$ 25,055.50
Gables Drive	\$ 46,654.13
Whispering Way	\$ 121,890.19
Rockway Court	\$ 32,757.15
Swansdown Road	\$ 35,638.04
Painted Pony Lane	\$ 74,464.58
Shady Brook Trail	\$ 25,448.96
Total	\$ 968,827.81

November 4, 2019

Mr. Shannon Messinger
City of Loves Park
100 Heart Boulevard
Loves Park, IL 61111

**Re: Civil Engineering Services
2020 Residential Program**

Dear Mr. Messinger,

Thank you for your ongoing trust in Arc Design Resources for the City's roadway program. We truly appreciate our relationship with the City and enjoy our location right here in Loves Park. Based on our recent meetings and conversations, we understand that the City has landed on a program for 2020. This work includes the following:

Primary Roadways

- Walker (Lawn to Riverside)
- Garden Plain (Pearl to Riverside)
- Short Street
- River Park (City Hall to Hollis)
- Cherry
- Harriet

Alternate Roadways

- Swansdown
- Painted Pony (Forest Hills to Shady Brook Cul-da-sac)
- Shady Brook Cul-da-sac
- Gables
- Whispering Way
- Whisper Ct
- Rockaway Ct

Scope of Design Work for Primary and Alternate Roadways

With our understanding of the project needs for these areas, we are pleased to offer the following scope of services:

- Follow our standard procedure for preparation of bid documents, including the following:
- Field reconnaissance with City staff to review limits and scope of work.
- Partial topographic survey for key locations including ADA ramps and/or sidewalks.
- Construction plans for bidding

For all project phases, we are including:

- Preparation of bid documents in the form of a project manual.

- Assist with bid process & attend bid opening, prepare bid tab.
- Construction Staking and Layout services
- Construction observation on as needed on a hourly basis

Construction Management

Per our meeting this week, the City has decided to take a more active role in the management of the construction projects in the field. We are amenable to this plan and have established a budget amount for additional construction guidance services to be used as you see fit on an "as needed" basis. We understand that City staff will be the first point of contact for the construction work and our role will be to assist you with additional manpower or expertise as needed. Our role might include any of the following: review of quantities installed, review of pay requests, daily part-time site observation as requested, attendance at weekly meetings, or other work as requested.

Fee Summary

Our proposed fees for the above described work will be handled on an hourly basis working under the budget values summarized below. Any unused fees will be returned to the City as has been our past practice on Alpine Road.

Engineering/Design:	\$15,000.00
Topographic Surveying and Construction Staking:	\$ 6,000.00
<u>Construction Management Allowance:</u>	<u>\$20,000.00 (Billed T & M)</u>
Total Budget:	\$41,000.00

Additional Scope Items:

The following additional service are not included in the above scope as derived from your site plan sketch but could be added if desired by you or your client as a change in scope item:

- For the side streets, plan information will be prepared using aerial exhibits and scope of work will be based on field measurements and actual survey in the cases of sidewalk ramps and curb replacement.
- Construction Management budget is an allowance. If your needs require our presence on a more full-time basis, then we will alert you if we are getting close to the budget value.
- Please note that reimbursable expenses for items such as printing, shipping, mileage, etc. are not included in the total fee but will be itemized separately. For budgeting purposes, we would estimate approximately \$500.00 for this work.

If this proposal is acceptable to you, please sign the enclosed agreement and return one copy for our records. This proposal is valid for 30 days. Please call if you have any questions regarding the above information.

Sincerely,



Jeffrey S. Linkenheld, P.E.
Project Manager


AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 4th day of November the year 2019, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and City of Loves Park, hereinafter referred to as the CLIENT for the PROJECT titled

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated November 4, 2019. The fee for the described services will be calculated on a lump sum fee, or by hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

This Agreement For Services, the attached General Conditions, and the Proposal represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Services, the General Conditions and the Proposal are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

Arc Design Resources, Inc.

By 
Signature
Ryan C. Swanson, P.E.
Typed Name
President, Partner
Title

City of Loves Park, IL
Client
100 Heart Boulevard
Address
Loves Park, IL 61111

Signature

Typed (or printed) name

Title

General Conditions Agreement for Services

Date November 4, 2019
Client City of Loves Park
Project 2020 Residential Projects

General Conditions

Responsibilities of Client, Engineer and Contractor

Client's Responsibilities: Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the site of any differing site condition; or
3. any relevant, material defect or nonconformance in:
 - (a) Engineer's services,
 - (b) the construction work,
 - (c) the performance of any construction contractor, or
 - (d) Client's performance of its responsibilities under this Agreement.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Engineer's Responsibilities: Engineer shall be responsible for the scope of services defined in the accompanying Proposal and further defined in this Agreement for Services. Construction Phase Services, if included in the scope of services, are defined in this Agreement.

Reference Conditions: Engineer is Arc Design Resources, Inc. and will hereinafter be referenced as Arc and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: Arc shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to Arc and signed by Arc and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement. Change orders must be signed by both parties within seven days of the date of the change order to avoid suspension of services.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at Arc's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Arc may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend the performance of the services after giving seven days written notice to Client. Retainers shall be credited on the final invoice.

Late Payments: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms outlined in *Billings/Payments* above. Accounts unpaid 30 days after the invoice date may be subject to monthly service charge of 1.50% on the then unpaid balance (18% true annual rate) at the sole election of Arc. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Dispute Resolution: Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance with Law: Arc and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful orders, rules, and regulations of any constituted authority. With respect to design codes, Arc shall perform its services in accordance with the Standard of Care to comply with applicable codes and requirements of any authority having jurisdiction over the Project.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by Arc pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this Project, or on any other project. Any reuse without specific written verification or adaptation by Arc will be at Client's sole risk and without liability of Arc, and Client shall indemnify and hold harmless Arc from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification and adaptation will entitle Arc to further compensation at rates to be agreed upon by Client and Arc.

Standard of Care: Services performed by Arc under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Hazardous or Geotechnical Conditions: The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials) or Geotechnical Conditions. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contracts to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations

Professional Liability:

To the fullest extent permitted by law, the total liability, in the aggregate, of Arc, Arc's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

Opinions of Cost: Since Arc has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but Arc cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

Indemnification: The Client shall indemnify and hold harmless Arc and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client (except Arc). Arc shall indemnify and hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the

performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the Arc or anyone directly or indirectly employed by Arc (Except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and Arc then the responsibility shall lie between the Client and Arc in proportion to their contribution of negligence. In no case shall Arc's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached proposal letter until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement for cause, due to the material default of the other party, at any time by giving seven (7) working days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse Arc for services rendered and costs incurred by Arc prior to the effective date of termination. The indemnification of Arc by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: Arc makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor or such warranties to be implied with respect to the data or service furnished. Arc assumes no responsibility with respect to Client's use of the Project.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by Arc to subpoenas issued by any party other than Arc in conjunction with services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Arc's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Arc, they shall be based upon the hourly fee schedule annually adopted by Arc, as more fully set forth in Exhibit A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Exhibit A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Professional Services With Construction Phase Services

Shop Drawing Review: Client agrees that (1) Arc shall review the contractor's submissions, such as shop drawings, solely for their conformance to information given and the design concept expressed in the documents that Arc issues for construction ("the construction documents"); (2) Arc shall not be responsible for any aspects of a submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, or safety precautions and programs incidental thereto, all of which are the contractor's responsibility; (3) the contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades; and (4) the contractor shall be required to review and approve shop drawings and other submittals consistent with this paragraph before submitting them to Arc.

Construction Observation: Services performed by Arc at the construction site will be limited to observation of the contractor's work at reasonable intervals to be agreed with the Client, and providing assistance in interpreting the construction documents. On the basis of the on-site observations, Arc shall keep the Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to the Client (1) known deviations from the construction documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Arc shall not have control over, or responsibility for, the acts or omissions of the contractor(s) and is not a guarantor of a contractor's performance. Arc will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which are the contractor's responsibilities under the construction contract.

Authority and Responsibility: Arc shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act, nor shall Arc be responsible for any change to the construction documents made without Arc's written consent. Client warrants that it will make the Contractor aware of its responsibilities as agreed herein and shall write these responsibilities into the contract for construction.

Defective Work:

Arc shall not have authority to reject work, but shall advise Client of work observed that Arc believes, in its professional opinion, to be nonconforming to the construction documents. Arc will provide recommendations to Client regarding whether the contractor

should correct such nonconforming work or remove and replace it, or whether Client should consider accepting such work for an appropriate credit, if so provided in the contract for construction.

Professional Services without Construction Phase Services

Client has declined to retain Engineer for Construction Phase Services. Engineer shall not perform shop drawing review, or have any other obligations during the construction of the Project. Client assumes all responsibility for the application and interpretation of the construction documents, review and responses to contractor claims, construction contract administration, processing of contractor change orders and revisions to the construction documents during construction, unless such revisions are due to negligent errors and omissions in the construction documents. Arc shall not be responsible for any revision to the construction documents made without its consent. The Client further assumes all responsibility for construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering and professional services. Client waives all claims against the engineer that may be connected in any way to construction phase services.

Exhibit A

**Arc Design Resources Inc.
Hourly Charge Rates
Issued January 1, 2019**

Classification	Current Average Hourly Billing Rates
Engineering Technician	\$75.00
Sr. Engineering Technician	\$95.00
Project Engineer	\$90.00
Sr. Project Engineer	\$105.00
Survey Technician	\$85.00
Sr. Survey Technician	\$105.00
Survey Field Technician	\$70.00
Sr. Survey Field Technician	\$85.00
Construction Manager	\$95.00
Assistant Project Manager	\$120.00
Professional Land Surveyor	\$140.00
Landscape Architect	\$105.00
Project Manager	\$140.00
Sr. Project Manager	\$175.00
Accounting Manager	\$105.00

Note: The above rates are valid until December 31, 2019.