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**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, JUNE 8, 2020- 6 P.M.**  
**VIRTUAL MEETING HELD AT WWW.CITYOFLOVESPARK.COM AND THE**  
**CITY OF LOVES PARK'S FACEBOOK PAGE**

- I. CALL TO ORDER**
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Alderman John Jacobson followed by the Pledge of Allegiance.**
- III. ROLL CALL**
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**
- VI. APPROVE PAYMENT OF BILLS**
- VII. OFFICER'S REPORTS**
  - 1. Public Safety**
  - 2. Public Works**
- VIII. COMMITTEE REPORTS**
  - 1. Finance and Administration/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 the Chief of Police and Street Department Manager to amend previously approved purchase/lease agreements for (2) 2020 Ford Utilities, (1) 2020 Ford Explorer and (1) 2020 F-Series with U.S. Bank.
2. Resolution authorizing a 35-ft. curb cut at 12498 Ayrshire Lane.
3. Resolution authorizing the Economic Development and Planning Manager to hire Gary's Lawnmower and Small Engine Repair for mowing of nuisance residential properties.
4. Resolution authorizing the Economic Development and Planning Manager to hire SJK Lawn Care for the mowing of nuisance large lot and commercial/industrial properties.
5. Resolution authorizing a Redevelopment Agreement with Brent Beehler relating to property located within the North Second Street Tax Increment Financing Redevelopment area.

**XII. ORDINANCES 2<sup>ND</sup> READING**

1. Ordinance providing for a Class B Liquor License for 4722 N. Second Street.

**XIII. ORDINANCES 1<sup>ST</sup> READING**

1. Ordinance amending Chapter 58, Article 1, Divisions 2 and 3 of the Loves Park Code of Ordinances regulating mobile food vendors and vendor licenses.

**XIV. PUBLIC COMMENT**

Anyone wishing to speak at the city council meeting shall contact the City Clerk's office preceding the scheduled meeting at 815-654-5034.

**XV. EXECUTIVE SESSION**

**XVI. GOOD OF THE ORDER**

**XVII. ADJOURNMENT**

**CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS**

Journal of Proceedings

Regular Meeting, Monday, June 1, 2020

Virtual Meeting held at [www.cityoflovespark.com](http://www.cityoflovespark.com)

Mayor Gregory Jury called to order the online live-streamed meeting of the Loves Park City Council, as necessitated by the COVID-19 Virus Pandemic, at 6:01 p.m.

Alderman Robert Schlensker opened the meeting with an invocation followed by the pledge of allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 05/26/20 The Journal of Proceedings for the regular meeting of May 26, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
2. Water Department Bills Alderman Jacobson presented the Water Department bills dated May 26, 2020 in the amount of \$38,226.43, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
3. General Fund Bills Alderman Jacobson presented the General Fund bills dated May 26, 2020 in the amount of \$280,311.59, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
4. Public Safety Report Alderman Allton presented the Police Department Report dated June 1, 2020, to be placed on file.
5. Public Works Report Alderman Schlensker presented the Street Department Report dated June 1, 2020; presented the Water Department Report dated June 1, 2020, to be placed on file.
6. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated June 1, 2020 in the amount of \$156,012.32; for consideration at next week's city council meeting; presented the Treasurer's Report for April 2020, with an ending balance of \$5,522,395.84; presented the minutes from the committee meeting held May 26, 2020, to be placed on file.
7. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated June 1, 2020 in the amount of \$52,601.09, for consideration at next week's city council meeting.
8. Codes & Regulations Alderman Peterson of the Codes and Regulations Committee presented the minutes from the committee meeting held May 26, 2020, to be placed on file.

9. Outdoor Seating Regulations For Bars & Restaurants
- Alderman Schlensker presented the following resolution authorizing guidelines for outdoor dining areas, **WHEREAS**, on June 1<sup>st</sup>, 2020 the City of Loves Park ("City") amended the City's Code of Ordinances to allow for the creation, expansion, and regulation of outdoor seating for bars and restaurants ("Ordinance"); and **WHEREAS**, pursuant to that Ordinance, the City desires to help bars and restaurants expand outdoor seating options by temporarily modifying City ordinances related to outdoor seating and liquor sales until the end of the COVID-19 pandemic or when the restrictions on social distancing in bars and restaurants are lifted, whichever occurs first; and **WHEREAS**, the Ordinance designates the City's Director of Community Development ("Director") as having the authority to develop rules and regulations governing how bars and restaurants can expand their outdoor seating spaces; **WHEREAS**, the Director has created guidelines for open seating areas for bars and restaurants which are attached hereto and made a part of this resolution as Exhibit "A" ("Guidelines"); and **WHEREAS**, the City Council desires to adopt these Guidelines, which may be amended by the Director from time to time, and require bars and restaurants located in the City to follow them, until the end of the COVID-19 pandemic or when the restrictions on social distancing in bars and restaurants are lifted, whichever occurs first. **NOW THEREFORE, BE IT RESOLVED** by the Mayor and the City Council of the City of Loves Park, Winnebago and Boone Counties of Illinois, as follows:
- SECTION 1. Preambles.** The preambles to this Resolution be, and the same hereby are, incorporated into this Resolution by reference as if set out in this Section in full.
- SECTION 2. Further Action.** The City is hereby authorized to adopt the Guidelines attached in Exhibit "A", which the Director is authorized to amend as needed, and which will be in force until the end of the COVID-19 pandemic or when the restrictions on social distancing in bars and restaurants are lifted, whichever occurs first.
- Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
- RESOLUTION NO. 20-037**
10. 1<sup>st</sup> Reading  
Liquor License  
For 4722 N.  
Second St.
- Alderman Peterson presented for first reading an ordinance providing for a Class B Liquor License for 4722 N. Second Street, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) Laid over
11. Adjourn
- Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:10 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 <sup>rd</sup> Thursday of the Month 5:30 p.m.



# **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: 06/08/2020

Subject: Police Activity Report

Police activity report for the week of 05/24/2020 through 05/30/2020

Calls for Service 370

Total Number of Arrests 56

Accidents 5

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 June 1, 2020 thru June 8, 2020

**Previous week's activity:**

1. Continued working on trucks.
2. Continued mowing.
3. Helped Water Dept.
4. Took down flags along N2nd.
5. Filled potholes.

**Proposed work:**

1. Start concrete repairs.
2. Start mowing with 2 crews.
3. Start ditch mowing.
4. Start weed spraying center islands and sidewalks on N2nd.
5. Start backfilling stumps and work on dirt restorations.
6. Full crew is back including summer hires.

# **Loves Park Water Department**

## **Weekly Activity Report**

Submitted by: Craig McDonald  
Department Manager

Date: **5/27/20-6/3/20**

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. Finished removing radium sludge at well #5
3. Continue drilling test well B at the well #7 site at 930 Windsor Road.
4. Started hydrant flushing throughout the city
5. Notified customers of flushing throughout the city

Work anticipated for this week:

1. Routine work
2. Continue drilling test well B at well #7 site at 930 Windsor Rd. and sampling for water quality
3. Continue hydrant flushing throughout the city

## MONTHLY BUILDING REPORT LOVES PARK MAY 2020 SUMMARY

		VALUATION
COMMERCIAL/ASSEMBLY NEW CONSTRUCTION*	0 UNITS	\$0.00
RESIDENTIAL NEW CONSTRUCTION	2 UNITS	\$418,752.00
OTHERS (Remodels, Additions, Accessory Structures, Roofs, Siding etc. <u><i>This total is building permits only</i></u> )	48	\$633,732.00
<i>Valuation Grand Total</i>		<b>\$1,052,484.00</b>
TOTAL PERMITS ISSUED (ALL TRADES)	<b>88</b>	
PERMIT FEES COLLECTED	<b>\$10,590.00</b>	

## MONTHLY FEES COLLECTED- MACHESNEY PARK MAY 2020 SUMMARY

PERMIT FEES	<b>\$3,466.88</b>
INSPECTION FEES	\$0.00
TOTAL	<b>\$3,466.88</b>

<b>MAY 2020 RESIDENTIAL/NEW CONSTRUCTION</b>			
ADDRESS	STREET NAME	BUILDING EST VALUE (\$)	BLDG PERMIT APPL DATE
<b>TOTAL COMMERCIAL/ASSEMBLY</b>		<b>\$0.00</b>	
5361	PIERCE LAKE DRIVE	\$269,388.00	01-May-20
5315	NASHUA DRIVE	\$149,364.00	14-May-20
<b>TOTAL RESIDENTIAL</b>		<b>\$418,752.00</b>	<b>2</b>

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, JUNE 8, 2020 – 5:40 P.M.  
VIRTUAL MEETING HELD AT [WWW.CITYOFLOVESPARK.COM](http://WWW.CITYOFLOVESPARK.COM) AND  
THE CITY OF LOVES PARK'S FACEBOOK PAGE**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF MINUTES**

**4. ITEMS FOR CONSIDERATION**

- A. Resolution authorizing the Chief of Police and Street Department Manager to amend previously approved purchase/lease agreements for (2) 2020 Ford Utilities, (1) 2020 Ford Explorer and (1) 2020 F-Series with U.S. Bank.
- B. Resolution authorizing a Redevelopment Agreement with Brent Beehler relating to property located within the North Second Street Tax Increment Financing Redevelopment Area.

**5. LIST OF BILLS**

**6. GENERAL DISCUSSION/PUBLIC COMMENT**

Anyone wishing to speak at the city council meeting shall contact the City Clerk's office preceding the scheduled meeting at 815-654-5034.

**7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES  
VIRTUAL MEETING HELD AT WWW.CITYOFLOVESPARK.COM

DATE OF MEETING: June 1, 2020

CALLED TO ORDER: 5:40 P.M.

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

ALSO PRESENT: Mayor Jury, Attorney Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Nancy Warden, Jim Puckett, Clint Little

MINUTES APPROVAL: May 26, 2020

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

ITEMS FOR CONSIDERATION

1. Resolution for the review and ratification of guidelines for outdoor seating areas for bars and restaurants. Ordinance amending the Loves Park Code of Ordinances to allow for the creation, expansion and regulation of outdoor seating for bars and restaurants.

Alderman Peterson moved to approve. Second by Alderman Pruitt.  
Motion carried. 4-0

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

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

Adjournment: 5:51 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE



**CITY OF LOVES PARK  
AGENDA  
PUBLIC WORKS COMMITTEE  
June 8, 2020  
5:15 P.M.**

***Virtual online meeting viewable at [www.cityoflovespark.com](http://www.cityoflovespark.com)***

I. Approval of Minutes

- A. Approval of Minutes from the May 26, 2020 meeting.

II. Resolutions & Ordinances

- A. Resolution authorizing a 35 foot curb cut on a residential property located at 12498 Ayrshire Lane
- B. Resolution hiring Gary's Lawnmower and Small Engine Repair for residential mowing of nuisance properties for 2020 & 2021 seasons
- C. Resolution hiring SJK Lawn Care for commercial, industrial and large lot mowing of nuisance properties for 2020 & 2021 seasons

III. Project Updates/Directors Report:

- A. None

IV. General Discussion/Public Comment

*Public Comments will be taken via dial-in phone number upon registration with City Clerk's Office prior to meeting. Please contact Loves Park City Clerk's Office at 815-654-5034 to participate in the Public Comment.*

V. Adjourn

## PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: May 26, 2020

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Allton, Ald. Warden, Ald. Frykman, Ald. Puckett, Ald. Little, Ald. Peterson, Ald. Warden, Craig McDonald and Attorney Galluzzo

APPROVAL OF MINUTES: May 11, 2020  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays

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

1. An Ordinance was decided authorizing the Water Department Manager to pay for overages associated with radium removal.  
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.  
Motion carried 4 ayes – 0 nays
2. An Ordinance was decided authorizing the Water Department Manager to pay purchase replacement high service pump.  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays
3. An Ordinance was decided authorizing the Community Development Director to seek grant funding through Rebuild Illinois Fast Track Public Infrastructure program for the River Lane Reconstruction project.  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays
4. Steve Thompson discussed a variance regarding allowable residential curb cut width at 12498 Ayrshire Lane.

Alderman Jacobson moved for adjournment at 5:29 p.m.; seconded by Alderman Pruitt  
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE





**AGENDA**  
**LOVES PARK ZONING BOARD OF APPEALS**  
**June 18, 2020**

**VIRTUAL ZOOM MEETING:**  
**[WWW.CITYOFLOVESPARK.COM](http://WWW.CITYOFLOVESPARK.COM)**  
**& CITY OF LOVES PARK FACEBOOK ACCOUNT**  
**5:30 P.M.**

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **April 16, 2020** meeting
3. Report from the Zoning Office - None
4. Unfinished business – None
5. New business –
  - A. **5128 FOREST HILLS ROAD** – A Zoning Map Amendment from the R1 (Single Family Residential) Zoning District to the IH (Heavy Industrial) Zoning District.
  - B. **5373 PEBBLE CREEK TRAIL** – A Special Use Permit for a church in the RU (Rural Urban Residential) Zoning District.
  - C. **1110 WINDSOR ROAD** – A Special Use Permit for outside storage in the IG (Industrial General) Zoning District.
6. Public participation & comment –

Anyone who wishes to speak regarding a petition shall contact the Zoning Officer 24 hours preceding the scheduled meeting.
7. General discussion
8. Adjournment

Andrew Quintanilla  
Zoning Officer

**MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS  
THURSDAY, APRIL 16, 2020  
5:30 P.M.**

**CITY COUNCIL CHAMBERS  
LOVES PARK CITY HALL**

**Virtual Meeting held at [www.cityoflovespark.com](http://www.cityoflovespark.com)**

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:34 P.M.

MEMBERS PRESENT: ALISE HOWLETT, DENNIS HENDRICKS, CATHY NELSON,  
SHAWN NOVAK, LYNDI TOO HILL,  
BEN DANIELSON

MEMBERS ABSENT: BRIAN KERN

OTHERS PRESENT: ANDREW QUINTANILLA – ZONING OFFICER  
STEVE THOMPSON – PUBLIC WORKS/COMMUNITY  
DEVELOPMENT DIRECTOR  
ATTORNEY PHIL NICOLOSI  
SHEILA MILLS – SECRETARY

Chairman Howlett announced that the next Community Development Committee meeting is scheduled for Monday, April 27, 2020 at 6:15 p.m.

2. MINUTES

Mrs. Novak moved to approve the minutes from the meeting held February 20, 2020.  
Second by Mrs. Nelson. Motion carried by voice vote.

3. ZONING OFFICE REPORT

4. UNFINISHED BUSINESS

5. NEW BUSINESS

Items A and B will be discussed together and voted on separately.

- A. 1736 E. RIVERSIDE BLVD. - VARIANCE FROM A REQUIRED 500 FT. TO A REQUESTED 450 FT. SEPARATION BETWEEN A SINGLE FAMILY DWELLING AND A MONOPOLE CELLULAR STRUCTURE IN THE CR ZONING DISTRICT.** Appropriate notice has been given.

Melissa Olson, 803 Peter Street, McHenry, IL; Doug Dolan, Dolan Realty Advisors, 450 Summerset Avenue, Westerville, MO; Joe Montalvo, property owner, 698 Stonemint Drive, Roscoe, IL; and Mario Juara, E. State Street, Rockford, IL, were sworn in on behalf of the Petitioner.

Mr. Dolan indicated that they are requesting a Variance and Special Use Permit for a proposed 75 ft., cellular monopole tower, which has been amended from the previously requested 70 ft.

Mrs. Howlett asked if the board could proceed with the petition as the Agenda stated that the application was for a 70 ft. structure.

Attorney Nicolosi indicated that the board could proceed with the consideration of the request.

Mr. Dolan commented that the placement of the monopole cell tower will enhance speed and coverage. He added that there will be landscaping and fencing to visually soften the area as recommended by city staff.

Ms. Olson added that the monopole will also enhance 911 emergency services.

Mrs. Howlett asked if a search was made for another location.

Mr. Dolan indicated that they were unable to co-locate in other areas that would meet the requirements.

Mrs. Nelson commented that the structure is actually 79 ft. with the lightning rod.

Mr. Quintanilla stated that a maximum height for a tower is 100 ft. however it was originally recommended that the maximum height of the cell tower to be 70 ft.

Mr. Thompson recommended that the board approve a height of up to 79 ft. to allow for the lightning rod.

Mr. Dolan stated that he is requesting that the board approve a height of up to 79 ft. to allow for the lightning rod.

Mr. Bruck presented a landscaping plan to the board, however the information was not provided to the board prior to the meeting.

Mr. Quintanilla commented that the landscaping and fence plan provided by the petitioner allows for more than what is recommended by city staff.

No objectors present.

Mrs. Novak moved to approve a Variance from a required 500 ft. to a requested 450 ft. separation between a single-family dwelling and a monopole cellular structure in the CR Zoning District for the property known as 1736 E. Riverside Blvd. Second by Mr. Hendricks. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

**MOTION APPROVED 5-0**

- B. **1736 E. RIVERSIDE BLVD. – SPECIAL USE PERMIT TO ALLOW A 79 FT. MONOPOLE CELLULAR STRUCTURE IN THE CR ZONING DISTRICT.** The appropriate notice has been given.

No objectors present.

Mrs. Novak moved to approve a Special Use Permit to allow a 79 ft. monopole cellular structure in the CR Zoning District for the property known as 1736 E. Riverside Blvd., with the following conditions:

1. The tower shall provide for future co-location of 2 additional cellular company antennas.
2. There shall be a mounded landscape area with some combination of pines and arborvitae that conceals the northern and eastern boundaries of the fence. The landscape plan shall be included with the permitting process. The owner will be responsible for the maintenance repair and replacement of all landscape materials. The plant materials and landscape bed areas shall be tended and maintained in a healthy growing condition and free from refuse, debris, and weeds at all times.
3. The monopole or any of the antennas shall not exceed a height of 79 ft.
4. The interior fence area shall be concrete.

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

**MOTION APPROVED 5-0**

- C. **6245 N. SECOND STREET – SPECIAL USE PERMIT FOR A CAR WASH ESTABLISHMENT IN THE CR ZONING DISTRICT.** The appropriate notice has been given.

Dan Gusteen, Extreme Clean Car Wash, 1039 Elmwood Lane, Bartlett, IL, and Jeff Linkenheld, Arc Design Resources, 5291 Zenith Parkway, Loves Park, IL were sworn in as Petitioners.

Mr. Gusteen indicated that he is requesting a Special Use Permit for a car wash at 6245 N. Second Street, which he feels is a good fit for the property.

Mr. Linkenheld presented a site plan that includes landscaping and a masonry wall on the southeast corner for a noise buffer and he added that all access will be from Theodore Street

Dale Christensen, 533 Theodore Street, Loves Park, IL was sworn in as Objector. Mr. Christensen expressed concerns with noise, lighting, hours of operation, and traffic. He added that the traffic at the intersection of N. Second Street and Theodore Street gets backed up in the turn lane on Theodore Street at times, and he feels backups will increase with the carwash traffic, if the traffic signals aren't adjusted.

Mr. Gusteen commented that the hours of operation will be 7:00 a.m. to 9:00 p.m. in the summer and 7:00 a.m. to 8:00 p.m. in off-season. The led lighting will be directed to the property only and only 2 security lights will be on when the business is closed. Mr. Gusteen added that they will have a quick shut door that will eliminate noise from escaping from the building and the vacuum mechanics are also located inside to eliminate sound.

Mrs. Toohill moved to approve a Special Use Permit for a car wash establishment in the CR Zoning District for the property known as 6245 N. Second Street, with the following conditions:

1. The Special Use Permit shall expire with the change in property ownership, discontinuance of the Extreme Clean Car Wash, or change in business ownership.
2. The mixed masonry wall, up to a height of 8-ft, along the eastern property line shall be allowed and mirror the wall established at the Elgin, Illinois Extreme Clean Car Wash location.
3. The Special Use Permit shall expire after 1 year of approval. The owner shall be required to renew the Special Use Permit before its expiration.
4. The owner will be responsible for the maintenance, repair, and replacement of all landscaping materials. The plant materials and landscaped bed areas shall be tended and maintained in a healthy growing condition and free from refuse, debris, and weeds at all times.

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

**MOTION APPROVED 5-0**

6. PUBLIC PARTICIPATION AND COMMENT

None

7. General Discussion

None

Mrs. Nelson moved that the meeting be adjourned. Second by Mrs. Novak. Motion carried by voice vote. The meeting adjourned at 6:34 p.m.

Sheila Mills, Secretary

## CITY OF LOVES PARK

BY ALDERMAN: JOHN JACOBSON

RESOLUTION NUMBER:

DATE: June 8<sup>th</sup>, 2020

DEPARTMENT: POLICE

RESOLVED: that by the adoption of this Resolution, the Chief of Police and Street Department Manager are authorized to amend previously approved purchases of two 2020 Ford Interceptor Utilities, one 2020 Ford Explorer, and one 2020 F-Series SD from Rock River Ford, 224 N. Alpine Rd., Rockford, IL 61107 (see Resolutions 19-090 and 20-016). Due to the unprecedented state of emergency related to the COVID-19 pandemic the cost for these purchases will now be authorized through a 36 month purchase/lease agreement with U.S. Bank, 1107 E. State St., Rockford, IL 61104. The cost will be \$44,897.00 annually, for a total lease repayment of \$134,691.00. The first payment shall be made after May 1, 2021, with payments to continue to the end of the said three year contract.

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Chairman John Jacobson

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Alderman Chuck Frykman

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Vice-Chairman Mark Peterson

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Mayor Gregory R. Jury

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Alderman John Pruitt

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Attest: City Clerk Robert Burden

MOTION:

SECOND:

VOTING:

# City of Loves Park

## Department of Public Works

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

Date: June 8, 2020

**Resolved by the adoption of this Resolution**, at the recommendation of the Director of Community Development & Public Works, that a 35 foot curb cut is authorized at the residential property located at 12498 Ayshire Lane. It has been determined that the property owner has demonstrated that there is a physical hardship with the property that warrants a variance to the Code of Ordinances of the City of Loves Park.

\_\_\_\_\_  
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:

# City of Loves Park

## Department of Public Works

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

Date: June 8, 2020

**Resolved by the adoption of this resolution,** the Economic Development & Planning Manager is authorized to hire Gary's Lawnmower & Small Engine Repair, 3903 Public Lane, Rockford, IL 61108, as the primary contractor to conduct the mowing of nuisance residential properties to abate violations of PM 302.4 of the ICC Property Maintenance Code. The cost of mowing will be \$75-\$90.00 per lot, depending on lot size, plus \$40.00 per hour for cleanup and removal, when necessary. This authorization is recommended by the Code Enforcement Officer. The term shall be two years for the 2020 & 2021 seasons.

Payment shall be drawn from Account 01-01-6371 - Mowing

\_\_\_\_\_  
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:





# Memo

**To:** Steve Thompson  
**From:** Juan Terre  
**cc:** Nathan Bruck  
**Date:** June 3, 2020  
**Re:** Mowing Contract

---

After reading the two submissions for the 2020-21 mowing contract, I would recommend Gary's Lawnmower and Small Engine Repair for our residential mowings. This includes lots with a structure and empty residential lots. He has a proven track record with the city in timeliness and cleanliness.

I would recommend SJK Lawn Care for business lots because of larger equipment. I would suggest that the turnaround time be changed to 48 hours max. and the per hour rate is only for extra work performed above mowing.

# **GARY'S LAWNMOWER AND SMALL ENGINE REPAIR**

**3903 PUBLIC LANE  
ROCKFORD, IL 61108  
(815) 988-1024  
[KTHOMPSON95@YAHOO.COM](mailto:KTHOMPSON95@YAHOO.COM)**

March 8, 2020

## **Proposal for Services**

### **OVERVIEW**

Gary's Lawnmower and Small Engine Repair is pleased to submit this proposal for the service of lawnmowing residential properties with code enforcement violations for the City of Loves Park.

### **DETAIL OF SERVICES**

- Mow the perimeter of the yard, however, will not bag clipping
- Trim weeds
- Property will be mowed within 24 hours of the notification (weather permitting)

### **PRICING**

- \$75.00 - \$90.00 per yard (depending on the size)
- \$40.00 per hour where additional cleanup is necessary.

### **QUALIFICATIONS**

Gary's Lawnmower has provided lawn mowing services to the City of Loves Park for the past 4 years. We have a proven track record of providing friendly, quality, and timely services.

### **CONCLUSION**

We look forward to working with the City of Loves Park and supporting your efforts to improve your city. If you have questions on this proposal, feel free to contact me at your earliest convenience at (815) 988-1024.

Sincerely,



Gary Thompson,  
Owner

# SJK LAWN CARE

---

## Residential lot for the City of Loves Park

100 Heart Blvd., Loves Park, IL 61111

Quoted by SJK LAWN CARE

1017 Coney Island Drive

Loves Park, IL 61111

[SJKLAWNCARE@gmail.com](mailto:SJKLAWNCARE@gmail.com)

779-548-0544

# Service Specification

---

## Mission statement

To provide mowing at a fare rate.

To maintain your lawn as if it was our lawn.

---

## Residential LOT Requirements

Lots must be able to be mow with a mower.

Lots must be 28" or less of grass/weeds for zero turn cutting, all other heights will be cut with trimmer/clippers.

---

## Residential LOT Inspection and Cleanup

Inspect all grass areas for garbage or dumping. (Report as needed)

Inspect all sidewalks and curbs for damage or issues. (Report as needed)

---

## Mowing

Debris (trash) will be removed from all mowed areas before mowing.

Cutting level will be 2.5" to 5" or as weather dictates.

There may be some grass clipping left on the lot.

---

## Trimming/Clipping/Cutting

Anything over 28" will be trimmed/clipped or cut down.

String trimming of sidewalk, curbs or signage as needed.

String trimming, clipping or cutting will be used where lawnmowers are not able to go.

No tree or large growths will be trimmed. (But will be report if there are any concerns)

---

## Timing

SJK will provide these services listed above within a normal time frame, 1 to 3 days weather permitting.

SJK will report back on the status of the lot/request with 6 hours of completed.

## Service Specification

SJK can provide invoicing for each lot or request or a set of lots for easier billing of the city to the lot owner(s).

---

### Fees, payments, and service terms

Contract is for a one (1) year of service.

Year of service: March 2019 – Nov 2019.

Residential Lot mowing price: \$75.00

Residential Lot Cleanup/trimming/garbage: \$20.00 hour/laborer rate

Invoicing will be done per lot, unless other arrangements are agreed to.

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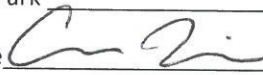
### Disclaimer

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 30 days prior to taking effect.

**SJK Lawn Care will carry Insurance for our Lawn Care services.**

This Quote is good for 60 days from Feb 4th 2019.

City of Loves Park \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

SJK Lawn Care  Title Owner Date 02/04/2019

# City of Loves Park

## Department of Public Works

By Alderman Robert Schlensker Resolution No. \_\_\_\_\_

Date: June 8, 2020

**Resolved by the adoption of this resolution,** the Economic Development & Planning Manager is authorized to hire SJK Lawn Care, 1017 Coney Island Drive, Loves Park, IL 61111, as the primary contractor to conduct the mowing of nuisance large lot and commercial/industrial properties to abate violations of PM 302.4 of the ICC Property Maintenance Code. The cost of mowing will be \$120.00 per acre, plus \$40 per man hour. This authorization is recommended by the Code Enforcement Officer. The term shall be two years for the 2020 & 2021 seasons.

Payment shall be drawn from Account 01-01-6371 - Mowing

\_\_\_\_\_  
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:



# Memo

**To:** Steve Thompson  
**From:** Juan Terre  
**cc:** Nathan Bruck  
**Date:** June 3, 2020  
**Re:** Mowing Contract

---

After reading the two submissions for the 2020-21 mowing contract, I would recommend Gary's Lawnmower and Small Engine Repair for our residential mowings. This includes lots with a structure and empty residential lots. He has a proven track record with the city in timeliness and cleanliness.

I would recommend SJK Lawn Care for business lots because of larger equipment. I would suggest that the turnaround time be changed to 48 hours max. and the per hour rate is only for extra work performed above mowing.



# SJK LAWN CARE

---

## Vacant lot for the City of Loves Park

100 Heart Blvd., Loves Park, IL 61111

Quoted by SJK LAWN CARE

1017 Coney Island Drive

Loves Park, IL 61111

[SJKLAWNCARE@gmail.com](mailto:SJKLAWNCARE@gmail.com)

779-548-0544



# Service Specification

---

## Mission statement

To provide mowing at a fare rate.

To maintain your lawn as if it was our lawn.

---

## LOT Requirements

Lots must be able to be mow with a commercial zero turn mowers.

Lots must be 28" or less of grass/weeds for zero turn cutting, all other heights will be cut with trimmer/clippers.

---

## LOT Inspection and Cleanup

Inspect all grass areas for garbage or dumping. (Report as needed)

Inspect all sidewalks and curbs for damage or issues. (Report as needed)

---

## Mowing

Debris (trash) will be removed from all mowed areas before mowing.

Cutting level will be 2.5" to 5" or as weather dictates.

---

## Trimming/Clipping/Cutting

Anything over 28" will be trimmed/clipped or cut down.

String trimming of sidewalk or curbs as needed.

String trimming, clipping or cutting will be used where lawnmowers are not able to go.

No tree or large growths will be trimmed. (But will be report if there is any concerns)

---

## Timing

SJK will provide these services listed above within a normal time frame, 1 to 3 days weather permitting.

SJK will report back on the status of the lot/request with 6 hours of completed.

SJK can provide invoicing for each lot or request or a set of lots for easier billing of the city to the lot owner(s).

## Service Specification

---

### Fees, payments, and service terms

Contract is for a one (1) year of service.

Year of service: March 2019 – Oct 2019.

Large Acre lot pricing will have a \$40.00 hour/laborer rate.

Acre Lot price: \$120.00

Acre Lot Man Hour: \$40.00

Invoicing will be done monthly and per lot/request, unless other arrangements are agreed to.

---


### Disclaimer

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 30 days prior to taking effect.

**SJK Lawn Care will carry Insurance for our Lawn Care services.**

This Quote is good for 60 days from Feb 4<sup>th</sup> 2019.

City of Loves Park \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

SJK Lawn Care  Title owner Date 02/04/2019

## Executive Summary

**To:** Mayor Gregory R. Jury  
City Council

**From:** Galluzzo Law Group

**RE:** Redevelopment Agreement with Brent Beehler – North Second Street TIF District

**Date:** 06-04-2020

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The Redevelopment Agreement (“RDA”) attached as Exhibit “A” to this Executive Summary is for façade and site improvement work that will be done at 5611 North Second Street at a building formerly occupied as Relic Incense Vessels. Brent Beehler is the new owner and proprietor of the building and is going to operate a barbershop at that location.

Mr. Beehler has requested TIF funding to make renovations to the building including (1) exterior painting of the entire building, estimated at \$3,950.00; (2) parking lot removal and replacement, estimated at \$12,500.00; (3) new signage, estimated at \$3,847.40 and (4) replacement of concrete in front of the building, estimated at \$12,925.00. (“Developer Project”). Mr. Beehler is also considering a mural painting on one side of the building which does not yet have an estimate. The combined costs of these renovations, without a mural, is \$33,259.40.

The City’s Community Development Department (“CDD”) has assessed the project and believes the planned renovations will improve the appearance of the structure and to an extent improve safety of foot traffic with the concrete and parking lot renovations. All components of the Developer Project will be subject to applicable City zoning codes.

The RDA has been written with CDD recommendations of a 50% reimbursement for each project item with a not-to-exceed amount of \$20,000 for all items, including the mural if it is completed. Payment will be made to Mr. Beehler upon completion of the Developer Project and submission of supporting documentation sufficient enough for the City to confirm the costs were incurred and work performed, the costs were paid in full, and the expenditures meet eligibility criteria for reimbursement with TIF funds. Mr. Beehler will have until September 15, 2020 to complete the Developer Project. Each separate renovation of the Developer Project will be separately monitored for reimbursement. For example, if only projects 1-3 are completed on or before September 15, 2020, Developer will only receive the 50% reimbursement for the costs of the completed projects. If items (1) through (4) of the Developer Project are completed at their budgeted amount, the reimbursement to Mr. Beehler will be \$16,629.70.

**CITY OF LOVES PARK**

**BY ALDERMAN: John Jacobson**

**RESOLUTION NO:**

**COMMITTEE: Finance and Administration**

**DATE: \_\_\_\_\_, 2020**

Resolved, by the adoption of this Resolution,  
that the City of Loves Park, Illinois, is authorized to enter into a redevelopment  
agreement with Brent Beehler, ("Developer"), relating to property located within the  
North Second Street Tax Increment Financing Redevelopment Project Area, as per  
the attached Redevelopment Agreement.

MOTION:

SECOND:

**Finance and Administration Committee:**

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Alderman John Jacobson, Chairman

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Alderman Mark Peterson

---

Alderman John Pruitt

---

Alderman Chuck Frykman

---

Mayor Greg Jury

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ATTEST - Clerk Robert Burden

## **REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (“Agreement”) dated as of this \_\_\_\_ day of June 2020 is made by and between the City of Loves Park, an Illinois municipal corporation, (“City”) and Brent Beehler (“Developer”). All capitalized terms are defined herein or otherwise have such definition as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq*, as amended, (the “Act”).

### **RECITALS**

**WHEREAS**, the City is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended; and

**WHEREAS**, the City is authorized under the Act to undertake the redevelopment, including but not limited to, the approval of redevelopment plans and projects, of “blighted areas” and “conservation areas” within the City if the conditions specified in the Act are met, and is further authorized to utilize tax increment allocation financing (“TIF”) to pay the costs of such redevelopment permitted under the Act; and

**WHEREAS**, Developer intends to improve certain property owned by Developer within the Redevelopment Project Area, as defined herein, legally described in Exhibit “A” (“Developer Property”), attached hereto and made a part hereof, for commercial uses under the terms and conditions set forth in this Agreement; and

**WHEREAS**, on February 13, 2006 the City adopted a Resolution Authorizing and Directing a Feasibility Study and Authorizing Reimbursement of Costs Concerning the Redevelopment of Certain Property in the City of Loves Park, Illinois in connection with the North Second Street Tax Increment Financing Redevelopment Project Area (“Redevelopment Project Area” or “North Second Street TIF District”); and

**WHEREAS**, the City subsequently adopted Ordinance No. 3238-06, authorizing the establishment of a “Tax Increment Financing Interested Parties Registry” and adopting rules for the registry; and

**WHEREAS**, on April 23, 2007, the City Council adopted Resolution 07-59 which, in accordance with the terms and conditions of the Act, set the time and date for a Joint Review Board Meeting, and a Public Hearing and provided for the mailing of certain notices, as such items are defined under and required by the Act; and

**WHEREAS**, on May 16, 2007, the City convened a Joint Review Board (“JRB”) which met to review the feasibility study and other planning documents related to the Redevelopment Project Area and proposed Redevelopment Plan for the North Second Street TIF District (“Redevelopment Plan”) and based upon said review, in addition to the review of the enacting ordinances and all other materials as required by the Act, the majority of the JRB members found the Redevelopment Project Area and Redevelopment Plan met the requirements of the Act and approved both the Redevelopment Project Area and the Redevelopment Plan; and

**WHEREAS**, the City, in accordance with the Act, conducted public hearings with respect to the Redevelopment Plan and the Redevelopment Project Area at meetings of the City Council which were held on April 4, 2007 and June 11, 2007; and

**WHEREAS**, the City found that the Redevelopment Project Area had not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan; and

**WHEREAS**, the City, after due and careful consideration, concluded that the redevelopment of the Redevelopment Project Area as provided in the Redevelopment Plan, would further the growth of the City, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City, provide jobs to residents of the City, and otherwise be in the best interest of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

**WHEREAS**, pursuant to the Act, the City, by Ordinances No. 3368-07, No. 3369-07 and No. 3370-07 approved the Redevelopment Plan and Project, designated the Redevelopment Project Area, specifically entitled the North Second Street Tax Increment Financing Redevelopment Project Area, and adopted tax increment financing for the Redevelopment Project Area, respectively; and

**WHEREAS**, the City desires to redevelop the Redevelopment Project Area pursuant to its Redevelopment Plan, as such term is defined in the Act; and

**WHEREAS**, the City now desires to enter into this Redevelopment Agreement with the Developer and agrees to use available TIF funds to defray expenses incurred by the Developer for the redevelopment of the Developer Property consistent with the improvements set out in Section 3.2.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

## **SECTION I**

### **INCORPORATION OF RECITALS**

- 1.1 The Recitals set forth above are an integral part of this Agreement and by this reference are incorporated herein in this Section I.

## **SECTION II**

### **REPRESENTATIONS AND WARRANTIES**

- 2.1 **Representations and Warranties of Developer.** To induce City to execute this Agreement and perform the obligations of City hereunder, Developer hereby represents and warrants to the City as follows:

- (a) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer; and
- (b) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer is a party to or may be bound under; and
- (c) The Parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.

22 **Survival of Representations and Warranties.** Developer agrees that all its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive during the term of this Agreement and after the expiration of the term of this Agreement.

### **SECTION III**

#### **TAX INCREMENT FINANCING ("TIF")**

3.1 **Tax Increment Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for the financial assistance of TIF, the Developer Project (hereinafter defined) would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act would be a source of funding for the Developer Project which would make the Developer Project economically viable.

3.2 **Available Tax Increment.** The City shall make payment to the Developer for the reimbursement of fifty percent (50%) of the costs incurred for the following eligible improvements for the Developer Property: (1) exterior painting of the entire building; (2) parking lot removal and replacement; (3) new signage; (4) replacement of concrete in front of the building; and (5) mural painting on the side of the building (collectively "Developer Project"); provided that the aggregate amount paid by the City to the Developer pursuant to this Agreement shall not exceed \$20,000 and that those Developer Project items (1) through (4) must be completed no later than September 15, 2020.

3.3 **Timing of Payments.** Payments to Developer as required under Section 3.2 of this Agreement shall be made once the Developer Project is completed and Developer has notified the City and submitted sufficient evidence for the City to determine the costs were actually incurred and paid by Developer and that the costs are eligible reimbursable project costs pursuant to the Act. "Sufficient evidence" is defined as legible copies of invoices from vendors that indicate a cost was actually incurred and which provide the City with sufficient detail to identify the nature of the work performed in order to determine eligibility for reimbursement from TIF funds and copies of canceled checks or other forms of proof that the incurred costs were actually paid in full by the Developer. Any liens on



the property for non-payment of a vendor completing items (1) through (4) in Section 3.2 shall be considered prima facie evidence of non-payment and Developer shall not be eligible to receive the 50% reimbursement until such time as the vendor is paid in full and the lien released.

- 34 **Default.** The City's failure to pay tax increment to Developer shall not be considered a default under this Agreement, regardless of the reason for such failure.
- 35 **Obligations of City:** The obligations contained within this Agreement are not Full and Faith and Credit obligations of the City. The City will have no obligation to issue any Notes or Bonds. All payment obligations on the part of the City contained in this Agreement are subject to the provisions of the Act.
- 36 **Restrictions on Assignment.** Developer shall not have the right to assign its rights and obligations under this Agreement without the express prior written consent of the City, whose consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the rights conferred to Developer by this Agreement may not be assigned without the obligations also conferred to Developer.

#### **SECTION IV** **COMPLIANCE WITH LAW**

- 4.1 **Defense of TIF District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the North Second Street TIF District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both Parties to defend the integrity of the North Second Street TIF District, and this Agreement. Furthermore, each Party shall pay their respective legal fees, court costs and other expenses directly related to defense of the North Second Street TIF District and Redevelopment Plan that each Party shall incur as a result of defense of the same. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The City shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pending of any appeal.
- 4.2 **Use of Land.** Developer intends that the Developer Property shall be utilized primarily for commercial use that generates sales tax for the City with permitted secondary, non-sales tax generating, related commercial uses, which shall not include industrial uses.



## **SECTION V**

### **DEFAULT REMEDIES**

- 5.1 **Defaults/Remedies.** If either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, including the occurrence of an Event of Default as set forth in Paragraph 5.2, such Party shall, upon written notice from the other Party proceed to cure or remedy such default or breach within fifteen (15) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting Party commences to cure the default within said fifteen (15) day period and proceeds with due diligence to cure the same, such Party shall not be deemed to be in default under this Agreement. In the case of a City default, Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the City will be under no obligation to make any payments to Developer during the period of default or at any time in the future and may require repayment of funds previously paid to Developer under this Agreement.
- 5.2 **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an “Event of Default”:
- (a) If, at any time, any material term, warranty, representation or statement made or furnished by City or Developer (including the representations and warranties of Developer described in subsection 2.1 hereof) is not true and correct in any material respect and because of which either Party is unable to fulfill its obligations hereunder; or
  - (b) If any petition is filed by or against City or Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or
  - (c) Any assignment, pledge, encumbrance, transfer or other disposition that is prohibited under this Agreement.
  - (d) If Developer fails to meet any of the conditions or covenants contained in this Agreement, including, but not limited to those contained in Section III hereof.

- 5.3 **Waiver and Estoppel.** Any delay by City or Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive City or Developer of or limit such rights in any way. No waiver made by City or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Developer with respect to any other defaults.

## **SECTION VI**

### **GENERAL**

- 6.1 **Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of whom are

represented by independent counsel and that this Agreement is a result 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.

62 **Partnership not intended nor Created.** Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.

63 **Entirety and Binding Effect.** This document represents the entirety of the Agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

64 **Survival of Provisions.** If any of the provisions of this Agreement are determined to be invalid pursuant to any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however the remainder of this instrument and any other application of such provision shall not be affected thereby.

65 **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

66 **Amendments and Modifications.** Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

67 **Defaults.** Subject to the provisions of Paragraph 6.8, in the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that each Party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

68 **Indemnification.** Developer agrees to indemnify and hold the City and its officers, elected and appointed, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the failure of the Developer to comply with this Agreement.

69 **Notices.** All Notices and requests pursuant to this Agreement shall be sent as follows:

**To the Developer:**

Brent Beehler  
5611 North Second Street  
Loves Park, IL 61111

**To the City:**

City of Loves Park  
Attn: Mayor Greg Jury  
100 Heart Boulevard  
Loves Park, Illinois 61111

**With copy to:**

Galluzzo Law Group, LLC  
Attn: Gino Galluzzo  
6735 Vistagreen Way, Suite 210  
Rockford, Illinois 61107

or at such other addresses as the Parties may indicate in writing to the other. Notice may be sent either by personal delivery, courier or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

- 6.10 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.
- 6.11 **Construction.** This Agreement shall be subject to and construed under the laws of the State of Illinois and the exclusive venue for any action involving this Agreement shall be the Circuit Court of Winnebago County, Illinois.
- 6.12 **Previous Agreements.** The foregoing is the Agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiation between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AGREEMENT, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IN A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

**Brent Beehler**

**City of Loves Park, an Illinois Municipal Corporation**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Its: Mayor**

**ATTEST:**

**By:** \_\_\_\_\_

**Its: City Clerk**

**EXHIBIT “A”**

**LEGAL DESCRIPTION OF  
DEVELOPER PROPERTY**

CARLSONS PARKVIEW SUBD BNG SUB PT SW1/4 SEC 6-44-2 N7FT LOT 1 + S15FT LOT  
002

Commonly known as 5611 North Second Street, Loves Park, IL 61111  
Property Identification Number: 12-06-352-002

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE TO I NEED A BOTTLE AND CONVENIENCE, INC. d/b/a “VIP CONVENIENCE STORE” PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

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

WHEREAS, a Class “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises where sold; and

WHEREAS, the City now desires to approve the issuance of a Class “B” liquor license to I Need a Bottle and Convenience Inc., doing business as “VIP Convenience Store” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 4722 North Second Street, Loves Park, Illinois, 61111; and

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

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “B” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

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Mayor Greg Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING CHAPTER 58, ARTICLE 1, DIVISIONS 2 AND 3 OF  
THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS.**

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

**WHEREAS**, Chapter 58, of the City’s Code of Ordinances (“Code”) generally regulates the conduct of vendors, solicitors and canvassers within the City; and

**WHEREAS**, the City desires to amend Chapter 58-2, which currently regulates ice cream trucks and vendors to add Section 58-2.2, which defines and regulates mobile food vendors; and

**WHEREAS**, the City of Loves Park also desires to amend the provisions of Section 58-3 relating to the term of licenses not otherwise specified within the Chapter; and

**WHEREAS**, the City has now determined that these amendments to Chapter 58, are in the best interest of the City and its citizens and promotes the health, safety and welfare of the City and its citizens; and

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

1. The above recitals are incorporated by reference herein and made a part hereof.
2. That Chapter 58, Division 2, Section 58-2.2 is hereby created as follows:

***58-2.2 – Mobile Food Vendors***

**(a) Definition**

*Mobile Food Vendor* under this chapter shall mean any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food or drinks by means of a motorized or nonmotorized



vehicle, such as catering truck, motorized cart, food truck, or other roaming method. It also includes a nonmotorized vehicle which is not self-propelled or which cannot be moved by a person pushing or pulling such nonmotorized vehicle. Where one person employs another person to sell food or drinks or where one person leases or rents equipment or a vehicle to another person to allow them to sell food or drinks, both individuals shall be considered mobile food vendors.

**(b) Authority to operate in the City**

Any person who wishes to operate as a mobile food vendor within the City shall apply for and shall obtain a mobile food vendor permit issued by the City Clerk or his/her designee and pay the mobile food vendor fee designated in (d), below. The mobile food vendor permit must be obtained prior to operating in the City.

Additionally, a mobile food vendor operating in the City must comply with all the provisions of this chapter, including obtaining any and/or all necessary business license(s), County Health Department permits or certificates, and required State of Illinois permits or certificates required.

No person shall hire or allow others to use his or her equipment or vehicles or products, for mobile food vending in the City, unless that other person, whether as an employee, licensee, or independent contractor, holds a valid mobile food vendor permit and complies with all provisions of this code.

**(c) Vending Restrictions**

(1) A mobile food vendor may not operate within a residential zoning district, unless authorized to do so through an approved special event permit by the City.

(2) A mobile food vendor may not operate on property owned by a public or private school, or a church, unless authorized to do so through an approved special event permit by the City.

(3) Sale of alcohol and tobacco is prohibited.

(4) Mobile food vendors may not operate on City-owned property without prior written authorization from the City.

(5) Mobile food vendor must operate on private property, with written permission from property owner.

(6) The mobile food vendor must provide waste removal and shall be responsible for collecting trash/debris and recycling. "Trash" includes material dispensed by the vendor as well as items that may be left by customers.

(7) Mobile food vendor may not have temporary signage.

**(d) Permit Required**

(1) Each mobile food vendor must obtain an operator's permit with the City Clerk's Office. The permit fee is per location:

- a. \$100.00 for a monthly permit;
- b. \$30.00 for a daily permit;
- c. \$75.00 for a 4-day permit

(2) There may not be more than 10 mobile food vendor permits issued and outstanding within the City at any given time.

(3) Mobile food vendor must obtain a business license with the City.

**(e) Sound Amplification**

(1) Sound amplification, if used, shall be restricted to the playing of non-vocal music. The city reserves the right to regulate volume in a manner to prevent the non-vocal music from being a nuisance or otherwise disturbing the peace.

(2) All sound amplification equipment used must comply with all local, state, and federal laws regulating permissible levels of sound.

(3) Sound amplification equipment shall not be operated within 500 feet of hospitals, schools, or churches.

3. That Chapter 58, Division 3, Section 58-3(b)(4)(f)(3) is hereby amended to read as follows:

No vendor license issued pursuant to this Chapter 58 shall be valid for a period in excess of sixty (60) days from the date of issue or such shorter period as may be specified therein. Permits may be renewed one time during a calendar year upon payment of an additional permit fee of \$100.00.

4. The provisions of this Ordinance shall become effective immediately upon passage.

5. The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

6. All orders, resolutions, or Ordinances in conflict herewith are hereby repealed to the extent they conflict with this Ordinance, and this Ordinance shall take effect immediately following its passage, approval, and publication, as required by law.

APPROVED:

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Mayor Greg Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.