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LOVES PARK CITY COUNCIL AGENDA
MONDAY, DECEMBER 14, 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 Jim Puckett, 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 a Redevelopment Agreement between the City and BET Holdings for TIF assistance at 5525 North Second Street.**
- 2. Resolution authorizing the reimbursement of the cost of sidewalk installation to Angler's Edge.**

XII. ORDINANCES 2ND READING

- 1. Ordinance authorizing a Special Use Permit to allow a semi/semitrailer parking lot at the property known as 7500 E. Riverside Blvd.**
- 2. Ordinance authorizing a Special Use Permit to allow a drive-thru at the property known as 7290 E. Riverside Blvd.**
- 3. Ordinance allowing for a 6-ft fence at the property known as 668 Trent Lane.**

XIII. ORDINANCES 1ST READING

XIV. PUBLIC COMMENT

Anyone wishing to speak at the city council meeting shall contact the Mayor's office by 4:00 p.m. the day of the council meeting at 815-654-5030.

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT

CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, December 7, 2020

Virtual Meeting held at 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 6:00 p.m.

Alderman A. Marie Holmes opened the meeting with an invocation followed by the pledge of allegiance.

Present: Mayor Greg Jury

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 11/30/20 The Journal of Proceedings for the regular meeting of November 30, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Puckett) 1 Present (Alderman Jacobson)
2. Austin Allton Resignation City Clerk Bob Burden presented a letter of resignation from Police Officer Austin Allton to be effective December 29, 2020. Placed on file.
3. Letter Of Appreciation Mayor Jury asked that City Clerk Bob Burden send a letter of appreciation to Austin Allton.
4. Water Department Bills Alderman Jacobson presented the Water Department bills dated November 30, 2020 in the amount of \$82,509.59, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett)
5. General Fund Bills Alderman Jacobson presented the General Fund bills dated November 30, 2020 in the amount of \$451,003.05, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett)
6. Public Safety Report Alderman Allton presented the Police Department Report dated December 7, 2020, to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated December 7, 2020; presented the Water Department Report dated December 7, 2020, to be placed on file.
8. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated December 7, 2020 in the amount of \$628,352.54, presented the Treasurer's Report for October 2020, with an ending balance of \$6,591,166.25, for consideration at next week's city council meeting; presented the minutes from the committee meeting held November 30, 2020, to be placed on file.

9. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated December 7, 2020 in the amount of \$48,819.48; for consideration at next week's city council meeting.
10. Community Development Alderman Frykman of the Community Development Committee presented the minutes from the meeting held November 16, 2020, to be placed on file.
11. Darryl Lindberg Reappointment Mayor Jury presented the name of Darryl Lindberg for reappointment to the Civil Service Commission with a term to expire December 31, 2023.
12. Reappointment To Civil Service Commission Approved Alderman Schlensker moved to approve the reappointment of Darryl Lindberg to the Civil Service Commission with a term to expire December 31, 2023. Second by Alderman Allton. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) 1 Nay (Alderman Little)
13. Donation To Keep Northern Illinois Beautiful Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the City of Loves park shall donate \$5,000.00 to Keep Northern Illinois Beautiful to help sponsor the following community programs for 2021:
 Machesney Park Recycle Center
 Christmas Tree Recycling
 Clothing Drives – Spring & Fall
 Environmental Education Program
 Great American Cleanup
 Medication Collection
 Funds for this donation will be expended from Account No. 01-01-6495 (Organizations Grants Program). Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett)
RESOLUTION NO. 20-074
14. Ordinances First Reading Alderman Frykman presented for first reading Agenda Items 1-5, from Ordinances First Reading.
15. 1st Reading
 Variance For
 668 Trent Lane Alderman Frykman presented for first reading an ordinance authorizing a Variance for a 6-ft. fence for the property known as 668 Trent Lane, 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 Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) Laid over
16. 1st Reading
 SUP For 7500 E.
 Riverside Blvd. Alderman Frykman presented for first reading an ordinance authorizing a Special Use Permit to allow a semi/semitrailer parking lot at the property known as 7500 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) Laid over
17. 1st Reading
 SUP For 7290 E.
 Riverside Blvd. Alderman Frykman presented for first reading an ordinance authorizing a Special Use Permit allowing a drive thru at the property known as 7290 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) Laid over
18. 1st Reading
 ZMA For 526 E.
 Riverside Blvd. Alderman Frykman presented for first reading an ordinance authorizing a Zoning Map Amendment for the property known as 526 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) Laid over

- 19. 1st Reading
ZMA For 520 E.
Riverside Blvd. Alderman Frykman presented for first reading an ordinance authorizing a Zoning Map Amendment for the property known as 520 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett) Laid over

- 20. Suspend Rules Alderman Frykman moved to suspend any and all rules to bring Items 4 and 5 in for second reading. Second by Alderman Pruitt. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett)

- 21. ORD 4379-20
ZMA For 526 E.
Riverside Blvd. Alderman Frykman presented for second reading an ordinance authorizing a Zoning Map Amendment for the property known as 526 E. Riverside Blvd., and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett)
ORDINANCE NO. 4379-20

- 22. ORD 4380-20
ZMA For 520 E.
Riverside Blvd. Alderman Frykman presented for second reading an ordinance authorizing a Zoning Map Amendment for the property known as 520 E. Riverside Blvd. and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett)
ORDINANCE NO. 4380-20

- 23. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:13 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

- Community Development: Following Council Meeting
6:15 p.m.

- Finance and Administration: Prior to Council Meeting
5:40 p.m.

- Public Works: Prior to Council Meeting
5:15 p.m.

- Zoning Board of Appeals: 3rd 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

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 Dept. Manager

Week of December 7, 2020 thru December 14, 2020

Previous week's activity:

1. Continued street sweeping with two street sweepers.
2. Finished vacuuming leaves with RRD.
3. Worked on equipment in the shop.
4. Finished installing plow equipment.
5. Helped the Water Dept. with two main breaks.
6. We returned on Friday December 4th our one rental sweeper.
7. Put summer equipment into storage.

Proposed work:

1. Continue working on trucks.
2. Continue vacuuming leaves with RRD.
3. Finish sweeping with our street sweeper.
4. Finish setting up remaining plow trucks.
5. Start installing new street name signs in the Mulford Hills Subdivision.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **12/2/20-12/9/20**

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. Continued S.C.A.D.A. radio upgrades at all facilities
3. Repaired service leak at 907 Merrill Ave.
4. Repaired main break 400 block of Sheridan Dr.
5. Repaired main break 5600 block of Jensen Dr.
6. Repaired main break 200 block of Pearl Ave.
7. Added lighting in the back office.
8. Repaired backwash solenoid valve at well 5

Work anticipated for this week:

1. Routine work
2. Continue S.C.A.D.A. radio upgrades at all facilities
3. Repair main break 900 block of River Lane
4. Install air bags on truck #14
5. Locate curb box at 2016 Barnaby Dr.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, DECEMBER 14, 2020 – 5:40 P.M.
VIRTUAL MEETING HELD AT 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. Redevelopment Agreement between the City and BET Holdings for TIF assistance at 5525 North Second.

5. LIST OF BILLS

6. GENERAL DISCUSSION/PUBLIC COMMENT

Anyone wishing to speak at the Finance Committee meeting shall contact the Mayor's office by 4:00 p.m. the day of the scheduled meeting at 815-654-5030.

7. ADJOURN

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

DATE OF MEETING: December 07, 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, Clerk Bob Burden, Steve Thompson

MINUTES APPROVAL: November 30, 2020

Alderman Peterson moved to approve minutes. Second by Alderman Frykman.
Motion carried. 3 Ayes – 1 Abstain

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. General Discussion.
3. Items for consideration.

Resolution to donate \$5,000.00 to Keep Northern Illinois Beautiful.

Alderman Peterson motioned to approve, second by Alderman Pruitt
Motion carried 4 Ayes- 0 Nays

4. Adjournment.
Alderman Peterson moved for adjournment. Second by Alderman Frykman.
Motion carried. 4 Ayes – 0 Nays
Adjournment: 5:46 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE



**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
December 14, 2020
5:15 P.M.
Virtual meeting to be held via Zoom**

I. Approval of Minutes

A. Approval of Minutes from the November 14, 2020 meeting.

II. Resolutions & Ordinances

A. Resolution authorizing the City Treasurer to reimburse Anglers Edge for sidewalk installation

III. Project Updates/Directors Report:

None

IV. General Discussion/Public Comment

Public Comments will be taken 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
VIRTUAL MEETING

DATE OF MEETING: November 16, 2020

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Pucket, Ald. Warden and Attorney Galluzzo

APPROVAL OF MINUTES: November 2, 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. A Resolution was decided authorizing the Street Department Manager to hire Fehr Graham & Associates to prepare a Loves Park Creek Watershed Based Plan.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays
2. A Discussion was had to consideration of waiver of contracted garbage collection service at a single family residence located at 6306 North Second Street.

Alderman Jacobson moved for adjournment at 5:23 p.m.; seconded by Alderman Holmes
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
December 17, 2020

VIRTUAL MEETING
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 **November 19, 2020** meeting
3. Report from the Zoning Office - None
4. Unfinished business –
 - A. **5767 WHISPERING WAY** – A Variance from a required 14,600 square foot lot size to a requested 13,192 square foot lot in the R3A (Four-family Residential) Zoning District.
 - B. **5767 WHISPERING WAY** – A Variance from a required 6 foot side yard setback to a requested 5.4 foot side yard setback in the R3A (Four-family Residential) Zoning District.
 - C. **5733 WHISPERING WAY** – A Variance from a required 14,600 square foot lot size to a requested 12,222 square foot lot in the R3A (Four-family Residential) Zoning District.
 - D. **5733 WHISPERING WAY** – A Variance from a required 6 foot side yard setback to a requested 5.4 foot side yard setback in the R3A (Four-family Residential) Zoning District.
 - E. **5733 WHISPERING WAY** – A Variance from a required 80 foot lot width at the building setback line to a requested 53.8 foot lot width at the building setback line in the R3A (Four-family Residential) Zoning District.
5. New business – None
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, NOVEMBER 19, 2020
5:30 P.M.**

Virtual Meeting held at www.cityoflovespark.com

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:30 P.M.

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

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

2. MINUTES

Mr. Owens moved to approve the minutes from the meeting held October 22, 2020.
Second by Mr. Hendricks. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

4. UNFINISHED BUSINESS

- A. **668 TRENT LANE – VARIANCE TO ALLOW A 6-FT FENCE IN THE REQUIRED FRONT YARD BUILDING SETBACK BEHIND THE HOME ON PAISLEY DRIVE IN THE R1 ZONING DISTRICT.** Appropriate notice has been given.

No objectors present.

Mr. Owens moved to approve a Variance to allow a 6-ft. fence in the required front yard-building setback behind the home on Paisley Drive in the R1 Zoning District for the property known as 668 Trent Lane. Second by Mr. Hendricks. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 6-0

5. NEW BUSINESS

- A. **42XX BELL SCHOOL ROAD – A RENEWAL OF A SPECIAL USE PERMIT FOR A SEMI/SEMI-TRAILER PARKING LOT IN CONJUNCTION WITH THE ROAD RANGER GASOLINE STATION IN THE CR AND EAST RIVERSIDE/I-90 OVERLAY DISTRICTS.** Appropriate notice has been given.

No objectors present.

Marc Bourgault, Road Ranger, 2765 Hanson Way, Belvidere, IL was sworn in as Petitioner and indicated that he is requesting a renewal of the Special Use Permit as the project has been held up by the State of Illinois Gaming Board.

Mr. Hendricks moved to approve a renewal of a Special Use Permit for a semi/semi-trailer parking lot in conjunction with the Road Ranger Gasoline Station in the CR and East Riverside/I-90 Overlay Districts for the property known as 42XX Bell School Road, with the following conditions:

1. The Special Use Permit shall be renewed 1 year from approval.
2. The applicant shall work with staff to coordinate the installation of the required landscaping. No parking shall be permitted until the landscaping is installed and permanent trash receptacles have been provided around the perimeter of the property.
3. There shall be no merchandise for sale on this lot or no displays. There shall be no sales or promotions of any kind permitted on the lot 12-02-251-011, commonly known as 42XX N. Bell School Road.
4. No more than 7 semis or semi-trailers shall be permitted at any given time. Signage indicating this information shall be required.
5. The lot shall remain available for public use. Paid parking arrangements shall not be allowed.
6. The parking lot shall be installed and improved according to the site plan submitted for approval of the petition.

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

MOTION APPROVED 6-0

B. 7290 E. RIVERSIDE BLVD – SPECIAL USE PERMIT FOR A DRIVE-THRU IN THE IL/CR AND EAST RIVERSIDE/I-90 OVERLAY DISTRICTS. Appropriate notice has been given.

Joe Downs, Realtor, 6440 Westfield Blvd., Indiana, and Dan Olson were sworn in as Petitioners and they indicated they are requesting a Special Use Permit for a drive-thru for a standalone Starbucks store.

No objectors present.

Mrs. Novak moved to approve a Special Use Permit for a drive-thru in the IL/CR and East Riverside/I-90 Overlay Districts for the property known as 7290 E. Riverside Blvd., with the following conditions:

1. The Special Use Permit shall expire with the change in use.
2. Two trees on the north property line shall be relocated closer to the Riverside frontage, along the western property line, and spaced equally. The landscape beds, as presented, shall be permitted. The business and/or landowner shall be responsible for the maintenance, repair, and replacement of all landscaping materials. The plant materials and landscape bed areas shall be maintained in healthy growing condition, free from refuse, debris, and weeds at all times.
3. The Special Use Permit shall be renewed 1 year from the date of approval.
4. All building, freestanding signs, and materials shall meet the requirements of Article VI, Signs, Section 102-284, the East Riverside/I-90 Overlay District, Section 102-338, and the Overlay Review Board (ORB) recommendations.

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

MOTION APPROVED 6-0

Items C, D, E, F, and G were voted on together to lay over to next month.

- C. **5767 WHISPERING WAY – VARIANCE FROM A REQUIRED 14,600 SQ-FT. LOT SIZE TO A REQUESTED 13,197 SQ-FT LOT IN THE R3A ZONING DISTRICT.**
- D. **5767 WHISPERING WAY – VARIANCE FROM A REQUIRED 6-FT SIDE YARD SETBACK TO A REQUESTED 5 FT 4 IN SIDE YARD SETBACK IN THE R3A ZONING DISTRICT.**
- E. **5733 WHISPERING WAY – VARIANCE FROM A REQUIRED 14,600 SQ-FT LOT SIZE TO A REQUESTED 12,156 SQ-FT LOT IN THE R3A ZONING DISTRICT.**
- F. **5733 WHISPERING WAY – VARIANCE FROM A REQUIRED 6-FT SIDE YARD SETBACK TO A REQUESTED 5-FT 4 IN SIDE YARD SETBACK IN THE R3A ZONING DISTRICT.**
- G. **5733 WHISPERING WAY – VARIANCE FROM A REQUIRED 80 FT LOT WIDTH AT THE BUILDING SETBACK LINE TO A REQUESTED 52.33 FT LOT WIDTH AT THE BUILDING SETBACK LINE IN THE R3A ZONING DISTRICT.**

Mrs. Nelson moved to lay over Items C, D, E, F, and G to next month's meeting. Second by Mrs. Toohill.

MOTION APPROVED 6-0

Items H and I were discussed together and voted on separately.

- H. **520 E. RIVERSIDE BLVD. – ZONING MAP AMENDMENT FROM THE CR ZONING DISTRICT TO THE R1 ZONING DISTRICT.** Appropriate notice has been given.

Andrew Quintanilla, 526 E. Riverside Blvd., Loves Park, IL was sworn in as Petitioner and indicated he is requesting a Zoning Map Amendment so that he can sell the property as a single-family residence.

Patrick Adams, Attorney, 2229 N. Main St, Rockford, IL was sworn in as objector on behalf of the property owner of 537 E. Riverside Blvd. Mr. Adams stated that years ago the property owner of 537 E. Riverside Blvd. inquired with the city about rezoning their property to R1 zoning, but someone from the city advised them that a Zoning Map Amendment was not possible. Mr. Adams also stated he objects for safety and tax revenue reasons.

Mr. Owens moved to approve the Zoning Map Amendment from the CR Zoning District to the R1 Zoning District for the property known as 520 E. Riverside Blvd. Second by Mrs. Nelson. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 6-0

- I. **526 E. RIVERSIDE BLVD. – ZONING MAP AMENDMENT FROM THE CR ZONING DISTRICT TO THE R1 ZONING DISTRICT.** Appropriate notice has been given.

Mr. Owens moved to approve a Zoning Map Amendment from the CR Zoning District to the R1 Zoning District for the property known as 526 E. Riverside Blvd. 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 (Mr. Danielson abstained)

6. PUBLIC PARTICIPATION AND COMMENT

None

7. General Discussion

None

Mrs. Nelson moved that the meeting be adjourned. Second by Mr. Owens. Motion carried by voice vote. The meeting adjourned at 6:31 p.m.

Sheila Mills, Secretary

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 BET Holdings, LLC., (“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:

Alderman John Jacobson, Chairman

Alderman Mark Peterson

Alderman John Pruitt

Alderman Chuck Frykman

Mayor Gregory Jury

ATTEST – Clerk Robert Burden

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of this _____ day of December 2020 is made by and between the City of Loves Park, an Illinois municipal corporation, (“City”) and BET Holdings, LLC., (“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.
- 2.2 **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, not to exceed thirty thousand dollars (\$30,000): (1) parking lot replacement, including alley improvements; (2) sidewalk replacement; (3) Replacement of doors and windows; and (4) Exterior masonry and painting. Pursuant to this agreement, the project must be completed no later than July 1, 2021.
- 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.

- 3.4 **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.
- 3.5 **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.
- 3.6 **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 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 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, which shall not include industrial uses.

SECTION V
DEFAULT REMEDIES

- 5.1 **Default/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 the 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.

- 6.2 **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.
- 6.3 **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.
- 6.4 **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.
- 6.5 **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.
- 6.6 **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.
- 6.7 **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.
- 6.8 **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.
- 6.9 **Notices**, All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

BET Holdings, LLC.
Attn: Erica Colombi
5525 North Second Street
Loves Park, IL. 61111

To the City:

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

With copy to:

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

or at such other addresses as 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 Agreement**, 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 IS 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.

BET Holdings, LLC.

City of Loves Park, Illinois Municipal Corporation

By: _____

By: _____

Its: Mayor

ATTEST:

By: _____

Its: City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

BURCHFIELD GARDENS IN S1/2 SEC 6-44-2 LOT 001 BLOCK 009

Commonly known as 5525 North Second Street, Loves Park, IL. 61111

Property Identification Number: 12-06-354-001

City of Loves Park
Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: December 14, 2020

Resolved by the adoption of this Resolution, the City Treasurer is hereby authorized to reimburse Anglers Edge, 217 E. Riverside Blvd, Loves Park, IL 61111, for sidewalk installation, in the amount of three thousand, six hundred and forty-two dollars (\$3642.00).

Funds for the reimbursement shall be drawn from Account No. 01-11-8040 (Sidewalk & Concrete Repairs)

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:

INVOICE

Anglers Edge

Brad Betke

207 Marquette

Poplar Grove, IL 61065

Phone: (815) 520-0512

Email: bradbetke@gmail.com

Payment Terms Due on Receipt

Invoice # 001277

Date 11/15/2020

<u>Description</u>	<u>Total</u>
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4" Main Walk 4" thick, 4' wide by 129' long main walk thru driveway area with sidewalk in driveway 6" thick.	\$3,642.96
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Total	\$3,642.00
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Notes:

Paid in full.

Anglers Edge

ORDINANCE NO.

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

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

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

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

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

That a Special Use Permit for a semi/semi-trailer parking lot in conjunction with the Road Ranger gasoline station in the East Riverside/I90 Overlay and CR (Commercial Retail) Zoning Districts under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Lot 17 as designated upon Plat 4 of Gateway Business Park, being a subdivision of part of the Northeast Quarter of Section 2, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision was recorded October 11, 2017 as Document No. 20171032611 in the Recorder's Office of Winnebago County, Illinois.

Part of the Northeast Quarter (1/4) of Section Two (2), Township Forty-Four (44) North, Range Two (2) East of the Third (3rd) Principal Meridian, bounded and described as follows, to-wit: Commencing at a point in the West line of the Northeast Quarter of said Section, which bears North 00 Deg.-48'-41" East, 314.90 feet from the Southwest corner of the Northeast Quarter of said Section, said point being the Northwest corner of Plat of Harvey Road Dedication, the Plat of which being recorded in Book 40 of Plats, on Page 103B in the Recorder's Office of Winnebago County, Illinois; thence South 89 Deg.-11'-19" East, along the North line of said Plat, 50.00 feet to the point of beginning for the following described tract; thence North 00 Deg.-48'-41" East, along the East line of premises conveyed by Vernon Jacobson and Ralph Jacobson as Trustees of Agreement dated June 3, 1977 as Trust No. 77-6 to the City of Loves Park, Illinois by Instrument recorded as Document No. 9647761 in the Recorder's Office of Winnebago County, Illinois, (East line of Bell School Road), 108.06 feet; thence South 89 Deg.-07'-34" East, 128.50 feet; thence Northeasterly along a circular curve to the left, having a radius of 722.50 feet and whose center lies to the North, to a point (the chord across

the last described circular curve course bears North 86 Deg.-01'-18" East, 122.22 feet); thence South 04 Deg.-29'-49" East, 330.28 feet to the Northerly Right-of-Way line for East Riverside Boulevard; thence South 83 Deg.-30'-47" West, along said Northerly Right-of-Way line, 116.00 feet to the most Easterly corner of said Harvey Road Dedication Plat as aforesaid; thence North 87 Deg.-03'-05: West, 134.32 feet; thence North 44 Deg.-51'-40" West, 44.13 feet; thence North 00 Deg.-48'-41" East, 189.63 feet to the point of beginning (the last 3 previously described courses being along the Northerly and Easterly lines of said Harvey Road Dedication Plat). Situated in Winnebago County, Illinois. Containing 2.00 Acres.

PROPERTY CODE: 12-02-252-001 & 12-02-251-011
COMMONLY KNOWN AS: 42XX N. Bell School Road & 7500 E. Riverside Boulevard

Conditions:

1. The Special Use Permit shall be renewed 1 year from approval.
2. The applicant shall work with Staff to coordinate the installation of the required landscaping. No parking shall be permitted until the landscaping is installed and permanent trash receptacles have been provided around the perimeter of the property.
3. There shall be no merchandise for sale on the parking lot, or displays. There shall be no sales or promotions of any kind permitted on lot 12-02-251-011, commonly known as 42XX N. Bell School Road.
4. No more than 7 semis or semi-trailers shall be permitted at any given time. Signage indicating this information shall be required.
5. The lot shall remain available for public use. Paid parking arrangements shall not be allowed.
6. The parking lot shall be installed and improved according to the site plan submitted for approval of the petition.

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

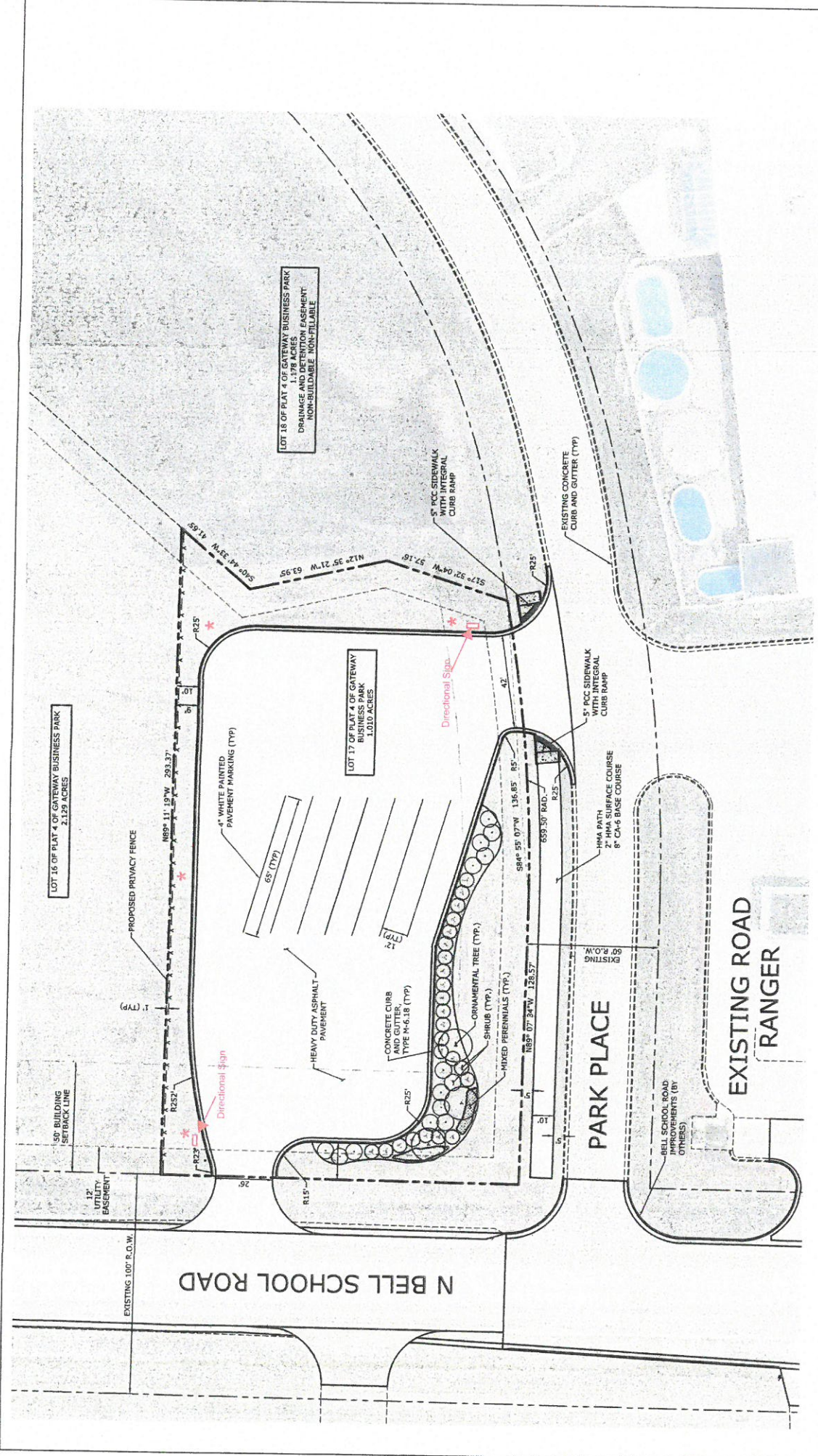
A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:
APPROVED:
PUBLISHED:



ROAD RANGER
 ROAD RANGER #211 Loves Park, IL
 7500 E. Riverside Blvd., 61111
 INTERSTATE HWY. 90 IN RIVERSIDE BLVD.
 LAYOUT PLAN
 04-15-2019
 N/A
 EX 1



- LEGEND**
- ROAD PERENNIALS / ORNAMENTAL GRASSES
 - EVERGREEN / DECIDUOUS SHRUBS
 - ORNAMENTAL TREE (MIN. 2" CALIBER - SINGLE TRUNK, 8' H.; MULTITRUNK)
 - PROPERTY LINE
 - EXISTING BUILDING FOOTPRINT
 - EXISTING SIDEWALK
 - PROPOSED SIDEWALK
 - PROPOSED FENCE
 - PROPOSED CONCRETE CURB AND GUTTER
 - EXISTING CONCRETE CURB AND GUTTER
 - STANDARD DUTY ASPHALT PAVEMENT
 - ASPHALT PAVEMENT
 - CONCRETE SIDEWALK
 - 2 Head LED Pole Light

ORDINANCE NO.

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

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

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

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

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

That a Special Use Permit for a drive-thru in the IL_CR (Light Industrial_Commercial Retail) and I90 East Riverside Overlay Zoning Districts under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

LOT 22 AS DESIGNED UPON PLAT NO. 6 OF ROCK CUT BUSINESS PARK, BEING A RESUBDIVISION OF LOTS 8, 9 AND 10 OF ROCK CUT BUSINESS PARK PLAT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED IN BOOK 47 ON PAGE 136 AS DOCUMENT NO. 0625314 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

PROPERTY CODE: 12-02-153-006
COMMONLY KNOWN AS: 7290 E. Riverside Boulevard

Conditions:

1. The Special Use Permit expires with the change in use.
2. Two trees on the north property line shall be relocated closer to the Riverside frontage, along the western property line, and spaced equally. The landscape beds, as presented, shall be permitted. The business and/or land owner shall be responsible for the maintenance, repair, and replacement of all landscaping materials. The plant materials and landscape bed areas shall be maintained in healthy growing condition, free from refuse, debris, and weeds at all times.
3. The Special Use Permit shall be renewed 1 year from the date of approval.
4. All building, freestanding signs, and materials shall meet the requirements of Article VI, Signs, Section 102-284, the East Riverside/I-90 Overlay District, Section 102-338, and the Overlay Review Board (ORB) recommendations.

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

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

VERITAS REALTY
6440 Westfield Blvd
Indianapolis, IN 46220
Client

PROPOSED
COFFEE SHOP
W/ DRIVE-THRU
7301 E. RIVERSIDE BOULEVARD
LOUIS PARK, INDIANAPOLIS
Project

DXX ARCHITECTS
413 W. Market Street, Suite 1100
Indianapolis, IN 46204
Architect of Record

No.	Issue	Date

Staff
ORB REVIEW
Drawn By: 26-107
Approved: [Signature]
18

PROPOSED
SITE PLAN

SP-1

PROJECT DATA
ZONING CLASSIFICATION: RETAIL COMMERCIAL DISTRICT 190 OVERLAY DISTRICT
LOT SIZE: 2 ACRES & LOT 251
PROPOSED PROPOSED LOT SIZE: 19 PARCELS PROPOSED LOT SIZE: 474 PARCELS PROPOSED LOT SIZE: 121,151

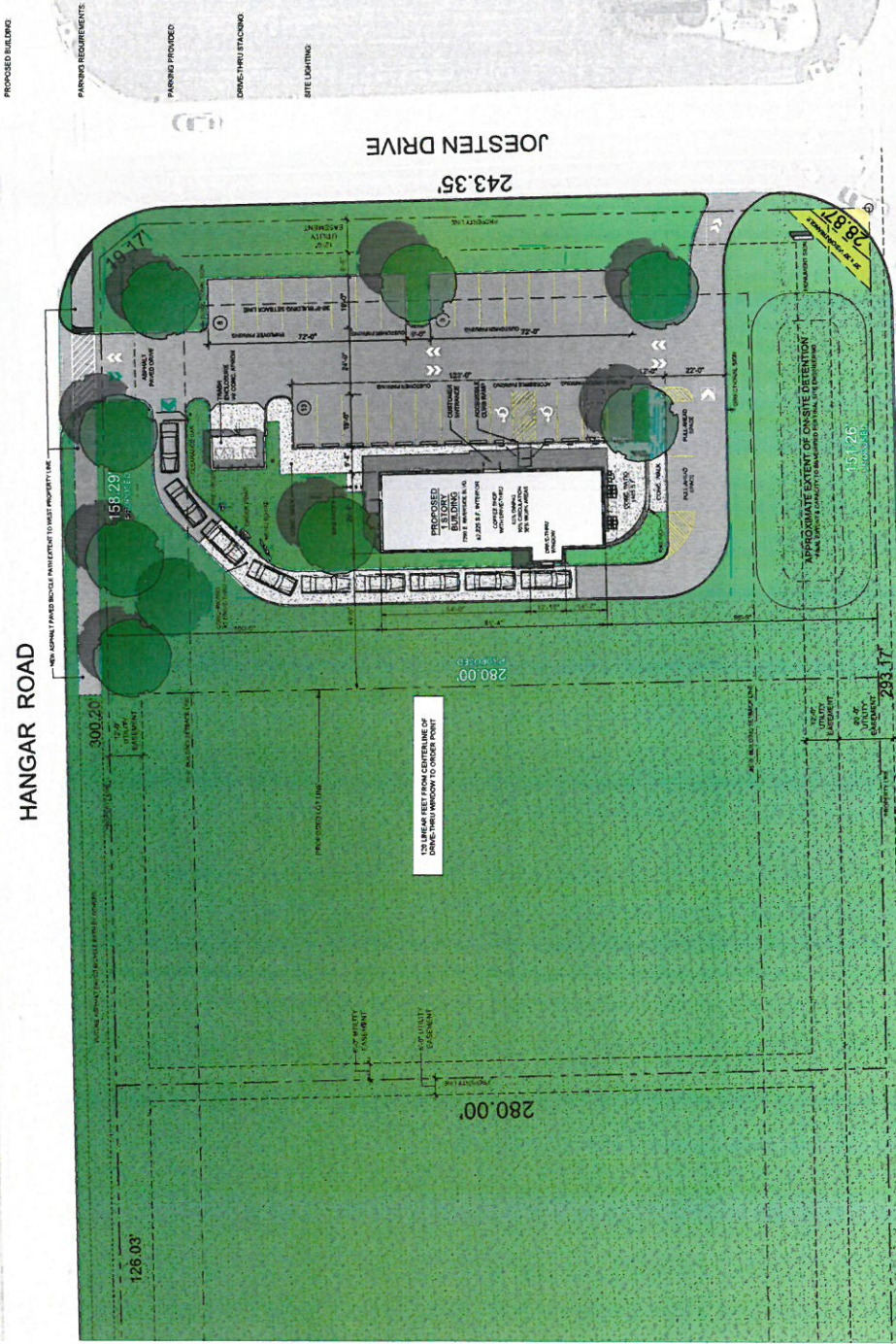
PROPOSED BUILDING: 1 STORY
OFFICE/RETAIL
COFFEE SHOP WITH DRIVE-THRU
EXISTING BUILDING: 1 STORY
RENTED SPACE

PARKING REQUIREMENTS:
1 STALL PER 100 S.F. DRIVING AREA
1 STALL PER 100 S.F. DRIVEWAY
1,200 S.F. DRIVEWAY = 13 STALLS
2,400 S.F. DRIVEWAY = 26 STALLS
TOTAL REQUIRED: 39 STALLS

PARKING PROVIDED:
STANDARD STALLS: 27
ACCESSIBLE STALLS: 2
TOTAL PROVIDED: 29 STALLS
BIKE STALLS: 2
BICYCLE PARKING: 3

DRIVE-THRU STAGING:
STAGING REQUIRED: 8 SPACES
100 LINE & 50 FT FROM DRIVE-THRU
WINDOXY TO ORDER POINT

SITE LIGHTING:
SEE SEPARATE SITE LIGHTING & PHOTO METRIC PLAN



PROPOSED SITE PLAN
1
N

ORDINANCE NO.

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

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

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

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

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

That a Variance to allow a 6 foot fence in the required front yard building
setback behind the home on Paisley Drive in the R1 (Single Family Residential) Zoning
District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park,
Illinois, is hereby granted on property legally described as follows:

Lot 74 in the Plat No. 3 of Berkshire at Inverness, being a subdivision of Part
of the Southwest Quarter of Section 31, Township 45 North, Range 3, East of
the Third Principal Meridian, and a Re-subdivision of Lot 26 as designated
upon the Plat of Berkshire at Inverness Recorded in the Recorder's office in
Boone County, Illinois on February 12, 2004 as Document No. 2004R01567
in Envelope 289-B; situated in the County of Boone in the State of Illinois

COMMONLY KNOWN AS: 668 Trent Lane
PROPERTY CODE: 03-31-378-007

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

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED: