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**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, APRIL 5, 2021- 6 P.M.**  
**CITY COUNCIL CHAMBERS**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Mayor Greg Jury, followed by the Pledge of Allegiance.**
  
- III. ROLL CALL**
  
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
  
- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**
  - 1. Proclamation for "Great American Cleanup Day".**
  
- 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 Street Department Manager to hire Arc Design Resources for engineering services for 2021 Resurfacing and Phase One River Lane Reconstruction at a cost not to exceed \$107,000.00.**
- 2. Resolution authorizing the Street Department Manager to hire Arc Design Resources for engineering services for Devon Avenue and Thomas Drive.**
- 3. Resolution authorizing the Street Department Manager to hire Fehr Graham & Associates for engineering services for improvements to Loves Park Creek between Mulford Road and Perryville Road at a cost not to exceed \$91,200.00.**
- 4. Resolution authorizing the Street Department Manager to hire temporary seasonal employees in the Public Works Department.**

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

- 1. Ordinance approving a Class B Liquor License for 5905 North Second Street.**
- 2. Ordinance approving a Class B Liquor License for 7490 East Riverside Blvd.**
- 3. Ordinance approving a Class B Liquor License for 5902 Forest Hills Road.**
- 4. Ordinance approving a Class B Liquor License for 5542 East Riverside Blvd.**

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

- 1. Ordinance providing for a Special Use Permit for a dog daycare, training, and grooming establishment at 919 River Lane.**

- 2. Ordinance providing for a Special Use Permit for a planned unit development at 6423 Windsor Road, 4557 Marsh Hawk Drive, and 4503 Marsh Hawk Drive.**
- 3. Ordinance providing for a Zoning Map Amendment from the CR Zoning District to the R2 Zoning District for 6423 Windsor Road, 4557 Marsh Hawk Drive, and 4503 Marsh Hawk Drive.**

**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, March 29, 2021

City Hall Council Chambers

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

City Clerk Bob Burden opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Greg Jury

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

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 03/22/21 The Journal of Proceedings for the regular meeting of March 22, 2021 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
2. SEP/Mi Gordito Car Show Request Received a Special Event Permit application from Carols Rosario of Mi Gordito, to hold a car show April 23, May 21, June 18, July 23, August 20, and September 24, 2021 with amplified music, at 5518 N. Second Street, from 5:00 p.m. to 9:00 p.m. Referred to Alderman Peterson of the Codes and Regulations Committee.
3. SEP/Mi Gordito Flea Market Request Received a Special Event Permit application from Laura Rosario of Mi Gordito, to hold a flea market with amplified music on May 22 & 23, 2021 at 5518 N. Second Street, from 9:00 a.m. to 6:00 p.m. with parking at Grace Lutheran Church. Referred to Alderman Peterson of the Codes and Regulations Committee.
4. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated March 22, 2021 in the amount of \$141,406.52, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated March 22, 2021 in the amount of \$146,453.79, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
6. Public Safety Report Alderman Allton presented the Police Department Report dated March 29, 2021; presented the Fire Department Report dated March 23, 2021, to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated March 29, 2021; presented the Water Department Report for March 29, 2021, to be placed on file.
8. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated March 29, 2021, in the amount of \$372,733.84, for consideration at next week's city council meeting; presented the Treasurer's Report for February 2021, with an ending balance of \$6,274,659.60; presented the minutes from the committee meeting held March 22, 2021, to be placed on file.

9. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated March 29, 2021, in the amount of \$23,455.83, for consideration at next week's city council meeting.
10. Codes & Regulations Alderman Peterson of the Codes and Regulations Committee presented the minutes from the committee meeting held March 8, 2021, to be placed on file.
11. Reduced Liquor License Renewal Fee Payment Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the City of Loves Park is approving a reduced liquor license renewal fee payment for businesses with the following class of liquor license: "A, D, R-1, R-2, R-3, R-4, and F". The reduced renewal fee will be 50% of the required renewal fee for liquor licenses expiring on April 30, 2022. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)  
**RESOLUTION NO. 21-019**
12. Redevelopment Agreement with East Riverside Farms Inc. & North Riverside Partners LLC Alderman Jacobson presented for second reading an ordinance authorizing the City to enter into a Redevelopment Agreement with East Riverside Farms, Inc., and North Riverside Partners, LLC for general development within the Loves Park Corporate Center Redevelopment Project Area, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)  
**ORDINANCE NO. 4403-21**
13. Ordinances First Reading Alderman Peterson presented for first reading Agenda Items 1-4, from Ordinances First Reading.
14. 1<sup>st</sup> Reading  
Class B Liquor License For 5905 N. Second St. Alderman Peterson presented for first reading an ordinance approving a Class B Liquor License for 5905 North 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 Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) Laid over
15. 1<sup>st</sup> Reading  
Class B Liquor License For 7490 E. Riverside Blvd. Alderman Peterson presented for first reading an ordinance approving a Class B Liquor License for 7490 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 Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) Laid over
16. 1<sup>st</sup> Reading  
Class B Liquor License For 5902 Forest Hills Road Alderman Peterson presented for first reading an ordinance approving a Class B Liquor License for 5902 Forest Hills Road, 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 Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) Laid over
17. 1<sup>st</sup> Reading  
Class B Liquor License For 5542 E. Riverside Blvd. Alderman Peterson presented for first reading an ordinance approving a Class B Liquor License for 5542 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 Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) Laid over
18. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:12 p.m.

**APPROVED:**

---

**Robert J. Burden, City Clerk**

**COMMITTEE MEETINGS:**

Codes & Regulations:

Monday, April 5, 2021  
Following City Council

**STANDING COMMITTEE MEETINGS:**

Community Development:

Following Council Meeting  
6:15 p.m.

Finance and Administration:

Prior to Council Meeting  
5:40 p.m.

Public Works:

Prior to Council Meeting  
5:15 p.m.

Zoning Board of Appeals:

3<sup>rd</sup> Thursday of the Month  
5:30 p.m.



GREGORY R. JURY, MAYOR - ROBERT J. BURDEN, CITY CLERK - JOHN C. DANIELSON, CITY TREASURER

## PROCLAMATION

**WHEREAS**, Keep Northern Illinois Beautiful is a local non-profit dedicated to preserving our local environment through education, community involvement and public awareness; and

**WHEREAS**, the City of Loves Park is proud of it's natural resources as well as it's neighborhoods and seeks to protect plus improve our community through the action of citizens, government, and businesses working together; and

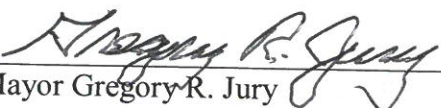
**WHEREAS**, on April 24, 2021, thousands of volunteers from neighborhood groups, Adopt a Highway programs, and service organizations will gather for the 32<sup>nd</sup> annual event to clean up as well as green up our community.

**NOW, THEREFORE**, I, Gregory R. Jury, as Mayor the City of Loves Park, do hereby proclaim Saturday, April 24, 2021 to be:

### ***"GREAT AMERICAN CLEANUP DAY"***

in the City of Loves Park, Illinois and urge all citizens to join in cleanup projects throughout our City and County on April 24, 2021 to keep our community clean, green, and healthy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Loves Park to be affixed this 5th day of April, 2021.

  
\_\_\_\_\_  
Mayor Gregory R. Jury

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





# **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: 04/05/2021

Subject: Police Activity Report

Police activity report for the week of 03/21/2021 through 03/27/2021

Calls for Service 502

Total Number of Arrests 147

Accidents 6

MICHAEL MCCAMMOND  
DEPUTY CHIEF OF POLICE

CHARLES LYNDE  
CHIEF OF POLICE

SHANE LYNCH  
DEPUTY CHIEF OF POLICE

# Loves Park FD

Loves Park, IL

This report was generated on 3/31/2021 1:36:21 PM



## Incident Statistics

Zone(s): All Zones | Start Date: 03/22/2021 | End Date: 03/28/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		48	
FIRE		14	
<b>TOTAL</b>		<b>62</b>	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			
PRE-INCIDENT VALUE		LOSSES	
<b>\$2,400.00</b>		<b>\$2,400.00</b>	
CO CHECKS			
<b>TOTAL</b>			
MUTUAL AID			
Aid Type		Total	
Aid Given		11	
Aid Received		3	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
23		37.1	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:06:51		
Station #2	0:07:13	0:07:48	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:07:10</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:03:03		
Station #2	0:02:37	0:02:39	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:02:26</b>	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		23:00	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



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

Submitted by: Shannon Messinger  
Street Dept. Manager

Week of March 29, 2021 thru April 5, 2021

**Previous week's activity:**

1. Continued working on trucks and equipment.
2. Filled potholes.
3. Started sweeping main roads.
4. Started cutting down remaining trees from last fall.

**Proposed work:**

1. Continue street sweeping.
2. Continue tree removals.
3. Continue working on equipment and trucks.
4. Monday March 29<sup>th</sup> we will be taking down the road posting signs.
5. Fill potholes
6. Start taking snow and ice equipment off the trucks.

# Loves Park Water Department

## Weekly Activity Report

Submitted by: David Jacobson  
Public Works Foreman

Date: **3/24/21-3/31/21**

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. Continued replacing large commercial meters and install ERT'S.
4. Started repairing curb boxes
5. Repair water main break N2nd and Clifford Ave

Work anticipated for this week:

1. Routine work
2. Continue S.C.A.D.A. radio upgrades at all facilities.
3. Continue replacing large commercial meters and install ERT'S.
4. Continue repairing curb boxes for meter exchanges.
5. Repair water service leak 6361 Parks Edge Dr



**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, APRIL 5, 2021 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4. ITEMS FOR CONSIDERATION

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  
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: March 29, 2021

CALLED TO ORDER: 5:40 P.M.

MEMBERS PRESENT: Aldermen John Jacobson (via zoom), Charles Frykman, John Pruitt,  
Mark Peterson

ALSO PRESENT: Attorney Galluzzo, Aldermen A. Marie Holmes (via zoom), Robert  
Schlensker, Doug Allton, Nancy Warden, Jim Puckett, Clint Little,  
Treasurer John Danielson, Chief Wiltfang

MINUTES APPROVAL: March 22, 2021

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

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
  - A. Resolution approving a reduced liquor license fee payment for businesses, with Liquor License Class A, D, R-1, R-2, R-3, R-4, and F, that will expire April 30, 2022.

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

3. General Discussion.
4. Adjournment.

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

Adjournment: 5:45 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK  
CODES & REGULATIONS COMMITTEE AGENDA  
APRIL 5, 2021 6:15 P.M.  
LOVES PARK CITY HALL**

1. **CALL TO ORDER**
  
2. **ROLL CALL**
  
3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD MARCH 22, 2021**
  
4. **ITEMS FOR CONSIDERATION**
  - A. Special Event Permit application from Carlos Rosario of Mi Gordito, to hold a car show April 23, May 21, June 18, July 23, August 20, and September 24, 2021 with amplified music, at 5518 N. Second Street, from 5:00 p.m. to 9:00 p.m.
  - B. Special Event Permit application from Laura Rosario of Mi Gordito, to hold a flea market with amplified music on May 23 & 23, 2021 at 5518 N. Second Street, from 9:00 a.m. to 6:00 p.m., with parking at Grace Lutheran Church.
  
5. **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.
  
6. **GENERAL DISCUSSION**
  
7. **ADJOURN**

**City of Loves Park  
Codes & Regulations Committee  
March 22, 2021 Minutes**

- I. Call to Order – the meeting was called to order by Alderman Peterson, Chairman at 6:21 PM.

Committee Members Present – Alderman Little, Alderman Warden, Alderman Puckett. Also in Attendance – Nathan Bruck, Jim Thompson, Dhruval Patel, Utpalkumar Patel, Bob Sanders, Mark Long

- II. The minutes of the March 8, 2021 meeting were approved upon a motion by Alderman Warden, seconded by Alderman Puckett. Vote 4 – 0 to approve.

III. Items For Consideration

- A. Application for a Class B Liquor License request for 5905 N. Second St.

**Motion to approve by Alderman Warden. Second by Alderman Puckett. Vote 4 – 0 to approve.**

- B. Kelley Williamson request for a change in liquor class from Class E to a Class B liquor license request for three of their locations; 5902 Forest Hills Rd., 5542 E. Riverside Blvd., and 7490 E. Riverside Blvd.

**Motion to approve by Alderman Warden. Second by Alderman Puckett. Vote 4 – 0 to approve.**

- C. Road Ranger, LLC request for a change from a Class E to a Class B liquor license for 7500 E. Riverside Blvd.

**Since no one was present from Road Ranger, a motion to layover was made by Alderman Little. Second by Alderman Warden. Vote 4 – 0 to layover.**

- IV. General Discussion – None.

- V. Public Comment – None

- VI. Adjournment – the meeting was adjourned at 6:29 PM upon motions by Alderman Little and Alderman Warden. Vote 4 – 0 in favor.

Respectfully submitted by:  
Mark Peterson  
Committee Chairman



**CITY OF LOVES PARK  
AGENDA  
PUBLIC WORKS COMMITTEE  
April 5, 2021  
5:15 P.M.  
Loves Park City Council Chambers**

**I. Approval of Minutes**

- A. Approval of Minutes from the March 15, 2021 meeting.

**II. Resolutions & Ordinances**

- A. Resolution authorizing the Street Department Manager to hire temporary seasonal employees within the Department of Public Works
- B. Resolution authorizing the Street Department Manager to hire ArcDesign Resources for professional civil engineering services for construction management for City of Loves Park 2021 Residential Resurfacing and Phase One River Lane Reconstruction
- C. Resolution authorizing the Street Department Manager to hire ArcDesign Resources for professional civil engineering services for Devon Avenue and Thomas Drive Drainage project
- D. Resolution authorizing the Street Department Manager to hire Fehr Graham & Associates for professional civil engineering services for improvement of Loves Park Creek between Mulford Road and Perryville Road Drive

**III. Project Updates/Directors Report:**

- A. 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

DATE OF MEETING: March 15, 2021

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Pucket, Ald. Frykman, Ald. Little, Ald. Pruitt and Shannon Messinger

APPROVAL OF MINUTES: March 8, 2021

Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.  
Motion carried 4 ayes – 0 nays

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

1. A resolution was decided to authorizing the Street Department Manager to purchase two 2022 plow trucks and plow equipment  
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.  
Motion carried 4 ayes – 0 nays
2. A resolution was decided to authorize the Street Department Manager to hire IMEG to perform all bridge inspections required by IDOT  
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.  
Motion carried 4 ayes – 0 nays
3. A resolution was decided to authorize the Director of Community Development and Public Works to purchase software to be utilized in the Public Works Department from PubWorks  
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.  
Motion carried 4 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:33 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**

# City of Loves Park

## Department of Public Works

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

Date: April 5, 2021

**Resolved by the adoption of this Resolution,** the Street Department Manager is authorized to hire ArcDesign Resources, 5291 Zenith Parkway, Loves Park, IL 6111 for professional civil engineering services for construction management for City of Loves Park 2021 Residential Resurfacing and Phase One River Lane Reconstruction at a cost not to exceed One Hundred and Seven Thousand Dollars (\$107,000.00). A portion of this total cost will be reimbursed through Rebuild Illinois funding. The scope of work is defined on the attached “Agreement for Services”

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

---

Gregory R. Jury – Mayor

---

Robert Schlensker – Public Works Chairman

---

John Jacobson – Vice Chairman

---

A. Marie Holmes – Alderman

---

Attest: Robert J. Burden, City Clerk

---

John Pruitt – Alderman

Motion:

Second:

Voting:

March 25, 2021

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

**Re: City of Loves Park 2021  
Construction Services  
Rebuild Illinois Funds**

Dear Mr. Messinger,

Thank you for your ongoing trust in Arc Design Resources for the City's engineering and surveying needs. We truly appreciate our relationship with the City and enjoy our location right here in Loves Park. After a one-year hiatus, the City is back with its building program. The following is the scope of work contemplated for 2021 and included in our proposal:

- River Lane from Loves Park Creek to Walker Avenue. This project will use Rebuild Illinois Funds and will follow IDOT MFT rules for design and construction documentation.
- Bid Alt #2 – Cherry, Harriet, Walker, Garden Plain, Short Street, River Park
- Bid Alt #4 – Whispering Way, Rockaway, Gables

We have developed a program similar to recently completed projects such as the Pike Road and Bell School Road project. We wish to present this for consideration and approval so that we can set up a new budget for construction services for the 2021 construction season. With our understanding of the project needs for these projects, we are pleased to offer the following scope of services:

**River Lane Rebuild Illinois (RBI) Funds and Project Rebid**

With the change in funding and the contribution of State funds, you are aware that there are additional requirements for approval. We are currently working through IDOT comments on last year's plan set so that it qualifies for the RBI funding. These changes, and the packaging of the project into a 2021 bid set are included in this task.

**Construction Staking**

Our office will provide construction layout services to the contractor for this project. We will provide "one time" staking for the City. Additional restaking due to contractor carelessness would be charged to the contractor.

**Testing Allowance**

Our office will manage any supplemental material testing needs on the project and contract with a local testing firm for concrete testing and cylinders, and HMA density testing. We have established an allowance for this work in the budget.

**Construction Management**

River Lane will need to conform to MFT documentation and paperwork in order to qualify for RBI funds. Our role will include daily check in on the project and on-site observation for key components or critical areas. We will document the material certifications and closeout paperwork needed for your RBI funding reimbursement. All told, we expect a construction observation role approaching half-time for the duration of the project.



We are assuming a construction start date of June 1, 2021 and a completion date of November 30, 2021. That is a total of 26 weeks (130 working days). Based on a half-time budget, that equates to around 500 hours.

### Fee Summary

For the scope of work defined, our proposed budget is as follows:

#### River Lane and Alt #2 side streets

\$12,000.00	IDOT RBI Plan revisions and rebid
\$30,000.00	Construction Staking Allowance
\$ 8,000.00	Testing Services Allowance
\$50,000.00	Construction Management Allowance

Alt #4 Whispering Way area (in case it is removed from scope)	
\$ 7,000.00	Staking and Construction Management

### Additional Scope Items:

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

- Construction Staking budget is an allowance. If additional staking services are required, we will alert you if we are getting close to the budget value.
- Construction Management budget is an allowance. If your needs require our presence on a more full-time basis, then we will alert you if we are getting close to the budget value.

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

Sincerely,



Jeffrey S. Linkenheld, P.E.  
Project Manager

### AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 25th day of March the year 2021, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and City of Loves Park, hereinafter referred to as the CLIENT for the PROJECT titled

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated March 25, 2021. The fee for the described services will be calculated on a lump sum fee, or by hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

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

Arc Design Resources, Inc.

By

  
Signature

Jeffrey S. Linkenheld, P.E.

Typed Name

Vice President, Partner

Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed (or printed) name

\_\_\_\_\_  
Title



## General Conditions Agreement for Services

Date March 25, 2021  
Client City of Loves Park  
Project Loves Park 2021 Construction Services

### General Conditions

#### Responsibilities of Client, Engineer and Contractor

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**Professional Liability:**

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

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

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

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



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

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

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

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

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

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

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

#### **Professional Services With Construction Phase Services**

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

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

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

#### **Defective Work:**

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



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

**Professional Services without Construction Phase Services**

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

**Exhibit A**

**Arc Design Resources Inc.  
 Hourly Charge Rates  
 Issued January 1, 2021**

Classification	Current Average Hourly Billing Rates
Administrative Assistant	\$50.00
Engineering Technician	\$85.00
Sr. Engineering Technician	\$100.00
Project Engineer	\$100.00
Sr. Project Engineer	\$110.00
Assistant Project Manager	\$120.00
Project Manager	\$140.00
Partner, Project Manager	\$180.00
Survey Technician	\$80.00
Sr. Survey Technician	\$90.00
Survey Field Technician	\$80.00
Sr. Survey Field Technician	\$95.00
Survey Project Manager	\$145.00
Construction Manager	\$100.00
Landscape Architect	\$110.00

Note: The above rates are valid until December 31, 2021.

# City of Loves Park

## Department of Public Works

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

Date: April 5, 2021

**Resolved by the adoption of this Resolution,** the Street Department Manager is authorized to hire ArcDesign Resources, 5291 Zenith Parkway, Loves Park, IL 6111 for professional civil engineering services for Devon Avenue and Thomas Drive Drainage project at a cost not to exceed Fourteen Thousand Dollars (\$14,000.00). The scope of work is defined on the attached “Agreement for Services”.

Funds shall be taken from Account No. 01-11-8045 (Stormwater Management) for the expense.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson – Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

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

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:

March 29, 2021

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

**Re: Devon Avenue and  
Thomas Drive Drainage**

Dear Mr. Messinger,

Thank you for your ongoing trust in Arc Design Resources for the City's engineering and surveying needs. We truly appreciate our relationship with the City and enjoy our location right here in Loves Park. After a one-year hiatus, the City is back with its building program. The following is the scope of work included in our proposal:

- Prepare construction plans for Devon Avenue drainage improvements
- Prepare bid specifications for Devon and Thomas Drive (previously designed)
- Construction staking and observation for both

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

**Devon Avenue Design and prepare bid specifications**

We completed the necessary survey work prior to this phase. Our office will come up with a design plan for Devon Avenue and add that design to the previous Thomas Drive plans for one complete set. We will prepare a compiled bid specification for the two projects and assist you with the bidding process (pre-bid meeting, opening, award letter, etc.).

**Construction Staking**

Our office will provide construction layout services to the contractor for this project. We will provide "one time" staking for the City. Additional restaking due to contractor carelessness would be charged to the contractor.

**Construction Management**

We will include part time observation and oversight of the contractor including:

- Pre construction work
- Shop drawing review
- On site observation for troubleshooting or daily check-in
- Pay request review for payment
- Final punchlist and project closeout.

**Fee Summary**

For the scope of work defined, our proposed budget is as follows:

\$ 6,000.00	Devon Ave Design and Bid Specifications
\$ 3,000.00	Construction Staking Allowance
\$ 5,000.00	Construction Management Allowance



**Additional Scope Items:**

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

- Construction Staking budget is an allowance. If additional staking services are required, we will alert you if we are getting close to the budget value.
- Construction Management budget is an allowance. If your needs require our presence on a more full-time basis, then we will alert you if we are getting close to the budget value.

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

Sincerely,



Jeffrey S. Linkenheld, P.E.  
Project Manager

### AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 29th day of March the year 2021, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and City of Loves Park, hereinafter referred to as the CLIENT for the PROJECT titled

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated March 29, 2021. The fee for the described services will be calculated on a lump sum fee, or by hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

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

Arc Design Resources, Inc.

By

  
Signature

Jeffrey S. Linkenheld, P.E.

Typed Name

Vice President, Partner

Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed (or printed) name

\_\_\_\_\_  
Title



## General Conditions Agreement for Services

Date March 25, 2021  
Client City of Loves Park  
Project Loves Park Devon Avenue and Thomas Drive

### General Conditions

#### Responsibilities of Client, Engineer and Contractor

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

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

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

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

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

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

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

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

#### **Professional Services With Construction Phase Services**

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

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

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

#### **Defective Work:**

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



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

**Professional Services without Construction Phase Services**

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

**Exhibit A**

**Arc Design Resources Inc.  
Hourly Charge Rates  
Issued January 1, 2021**

Classification	Current Average Hourly Billing Rates
Administrative Assistant	\$50.00
Engineering Technician	\$85.00
Sr. Engineering Technician	\$100.00
Project Engineer	\$100.00
Sr. Project Engineer	\$110.00
Assistant Project Manager	\$120.00
Project Manager	\$140.00
Partner, Project Manager	\$180.00
Survey Technician	\$80.00
Sr. Survey Technician	\$90.00
Survey Field Technician	\$80.00
Sr. Survey Field Technician	\$95.00
Survey Project Manager	\$145.00
Construction Manager	\$100.00
Landscape Architect	\$110.00

Note: The above rates are valid until December 31, 2021.

# City of Loves Park

## Department of Public Works

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

Date: April 5, 2021

**Resolved by the adoption of this Resolution**, the Street Department Manager is authorized to hire Fehr Graham & Associates, 200 Prairie Street, Suite 208, Rockford, IL 61107 for professional civil engineering services for improvement of Loves Park Creek between Mulford Road and Perryville Road Drive at a cost not to exceed Ninety One Thousand, Two Hundred Dollars (\$91,200.00). The scope of work is defined on the attached “Proposal for Services”

Funds shall be taken from Account No. 01-11-8045 (Stormwater Management) for the expense.

\_\_\_\_\_  
Gregory R. Jury – Mayor

\_\_\_\_\_  
Robert Schlensker – Public Works Chairman

\_\_\_\_\_  
John Jacobson – Vice Chairman

\_\_\_\_\_  
A. Marie Holmes – Alderman

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

\_\_\_\_\_  
John Pruitt – Alderman

Motion:

Second:

Voting:

March 16, 2021

Mr. Steve Thompson  
Director of Public Works & Development  
City of Loves Park  
100 Heart Boulevard  
Loves Park, Illinois 61111

**RE: Loves Park Creek  
Stream Improvements Design**

Dear Mr. Thompson,

The City of Loves Park is interested in improving the Loves Park Creek stream corridor from Marsh Hawk Drive to Sinkiawic Parkway. The City would like to survey the entirety of the creek improvements area and design and construct a portion of the improvements in 2021. The entire Loves Park Creek stream improvements start at Marsh Hawk Drive and end approximately 1,400 feet downstream according to discussions with the City. The channel improvements include a tributary creek that begins at Rock Valley Parkway and ends approximately 300 feet downstream at the confluence with Loves Park Creek. Design and construction will focus on the tributary creek and 100 feet upstream and downstream of its connection to the main stem. The following is the scope of services that Fehr Graham will provide in support of the stream improvements.

#### **SCOPE OF SERVICES**

##### Topographic and Boundary Survey

An existing conditions drawing will be completed which will include a detailed topography of the above referenced stream corridor. Cross sections of the creek will be completed at 50' intervals plus bends in the creek. Observable improvements such as fences and observable utilities will be shown as well as trees 6" in diameter or larger. Existing contours will be shown at one-foot intervals and benchmarks will be set for future survey retracement.

Along with the topography, Platted property lines will be identified adjacent to the stream corridor. Easements displayed on recorded Plats will be shown and dimensioned on the final drawing.

##### Geotechnical Investigation

Soil borings will be collected to support the structural design of stream improvements. Four soil borings, fifteen feet deep, will be drilled along the stream. Boring logs and structural recommendations will be provided in the form of a geotechnical report.

##### Wetland Delineation and USACE Permitting

A wetland delineation and report will be performed for the stream corridor. The report will be submitted to USACE for a jurisdictional determination. Based on this, the permitting will be completed for the impacts and restoration of wetland areas identified along the stream.



### Stormwater Modeling

Hydrologic and hydraulic modeling will be performed for the stream corridor. The peak flows entering the stream from upstream areas will be determined in the hydrologic model for the 2-, 10-, and 100-year storm events based on SCS curve number methodology. A hydraulic model of the creek in its existing condition will be created to determine peak velocities and water levels along the creek. Problematic areas based on flows, velocity, and water level will be identified. Proposed creek cross section design will be created and modeled to limit velocities and ensure vulnerable areas are stabilized properly. A concept plan and cost opinion will be created based on the modeling results.

### Civil Site Design and Permitting

Using the topographic survey information performed by Fehr Graham and the concept plan, Fehr Graham will prepare the following Final Engineering Design Drawings:

- Preparation of Preliminary and Final Engineering Plans necessary to satisfy the permitting requirements of Loves Park as well as facilitate construction through the preparation of:
  - Site Grading and Channel Design Plan
    - Overall site grading design indicating existing and proposed contour elevations, as well as proposed spot elevations.
    - Channel and storm sewer design, drainage structure design, and schedule for the site, as well as construction details as required.
  - Channel Design Cross Sections
    - Representative cross sections for the channel design at fifty-foot intervals and key locations as applicable.
  - Landscape Plan
    - Planting design as necessary along stream banks for stabilization.
    - Tree removal and replacement design.
    - Planting notes, details and specifications related to the proposed planting design.
  - Soil Erosion/Sedimentation Control Plan
    - Details and specifications relating to the work depicted in these drawings.
    - Stormwater Pollution Prevention Plan (SWPPP) and IEPA NPDES permit. Required since the disturbed area appears to be greater than 1 acre.
- Preparation of local site design permits.
- Engineer's Opinion of Probable Costs will be included in the scope of work.

### Bidding Documents and Services

Fehr Graham will prepare all required bidding documents for this project that will include the work detailed in the above-mentioned scope of services. Fehr Graham will also publish the bid advertisement via QuestCDN, open & evaluate bids and prepare a recommendation for selection of Contractor. This shall also include one pre-bid conference meeting to be held in person at Loves Park City Hall at a date to be decided in the future, and any necessary addenda required during the bid advertisement period.

Construction Services

Fehr Graham will complete construction services including contract management, construction observation, and construction layout staking. During construction, Fehr Graham staff will observe and document construction activities to ensure that specifications are adhered to, keep track of project quantities, and prepare pay applications for approval by the City Council.

**EXCLUSIONS**

The following items are **not** included in the scope of services proposed here within:

- Permitting Fees
- Irrigation Design
- Lighting Design
- Proposed Easement Preparation

Any of the above services can be performed as an additional cost to the project upon request.

**FEES**

At this time, we are prepared to complete the scope of work as detailed above on a time and materials basis in accordance with the following schedule of fees:

Survey	\$22,600
Geotech and Wetland	\$15,600
Stormwater Modeling	\$8,500
Civil Site Design	\$21,800
Bidding Documents & Services	\$4,800
Construction Services	<u>\$17,900</u>
<b>Total</b>	<b>\$91,200</b>

Payment for the services rendered will be requested via an invoice prepared monthly.

**AUTHORIZATION**

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Should you like us to proceed, please sign the authorization line below and return a copy to my attention. Said authorization will incorporate this proposed scope and fee into the existing contract between Fehr Graham and the City of Loves Park (Fehr Graham Project 19-877) and the associated terms and general conditions of same.

March 16, 2021  
Mr. Thompson, City of Loves Park  
Loves Park Creek Watershed Based Plan Proposal  
Page 4

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact me at this office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mick Gronewold', written over a horizontal line.

Mick Gronewold, PE  
Principal

**Authorization:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

# City of Loves Park

## Department of Public Works

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

Date: April 5, 2021

**Resolved by the adoption of this Resolution,** the Street Department Manager is hereby authorized to hire temporary seasonal employees within the Department of Public Works.

Employment shall not exceed eight (8) and shall be for a period of May 1, 2021 through April 30, 2022. A wage rate of \$11.00 to \$15.00 per hour, depending upon experience, shall be drawn from Street Department Account No. 01-11-8012.

\_\_\_\_\_  
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:

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

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE  
LOCATED AT 5905 NORTH SECOND STREET 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; and

WHEREAS, the City now desires to approve the issuance of a Class “B” liquor license to Jay Chehar Krupa Corporation (“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 5905 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 APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 7490 EAST RIVERSIDE BOULEVARD 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; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Kelley Williamson Company (“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 7490 East Riverside Boulevard, 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 APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 5902 FOREST HILLS ROAD 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; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Kelley Williamson Company (“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 5902 Forest Hills Road, 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 APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 5542 EAST RIVERSIDE BOULEVARD 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; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Kelley Williamson Company (“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 5542 East Riverside Boulevard, 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:

---

Mayor Greg Jury

ATTEST:

---

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO.

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

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 dog daycare, training, and grooming establishment in the IL (Light Industrial) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

All of the East 70 ft. of the West 149.9 ft. of the North 593.77 ft., excluding the South 250 ft., including roadway, part of the West 1/2 of the Northeast 1/4 of Section 7, Township 44 North, Range 2 East of the 3<sup>rd</sup> Principal Meridian. .55 Acres.

PROPERTY CODE: 12-07-201-002  
COMMONLY KNOWN AS: 919 River Lane

Conditions:

1. The Special Use Permit expires with the discontinuance of the use of the dog daycare, training, and grooming establishment.
2. The Special Use Permit shall be renewed 1 year from the date of approval.
3. Dog Grooming shall not be permitted until the business owner or property owner has brought the building up to code for the use, and all inspections have been approved.
4. 3 Planters filled with live plants shall be placed, and maintained, on the private sidewalk in front of the business. The front half of the building shall be painted.

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:

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MAYOR

ATTEST:

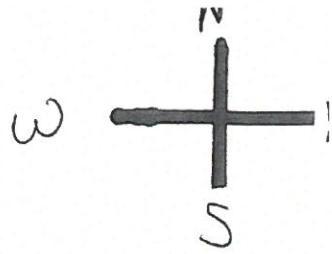
\_\_\_\_\_  
CITY CLERK

PASSED:

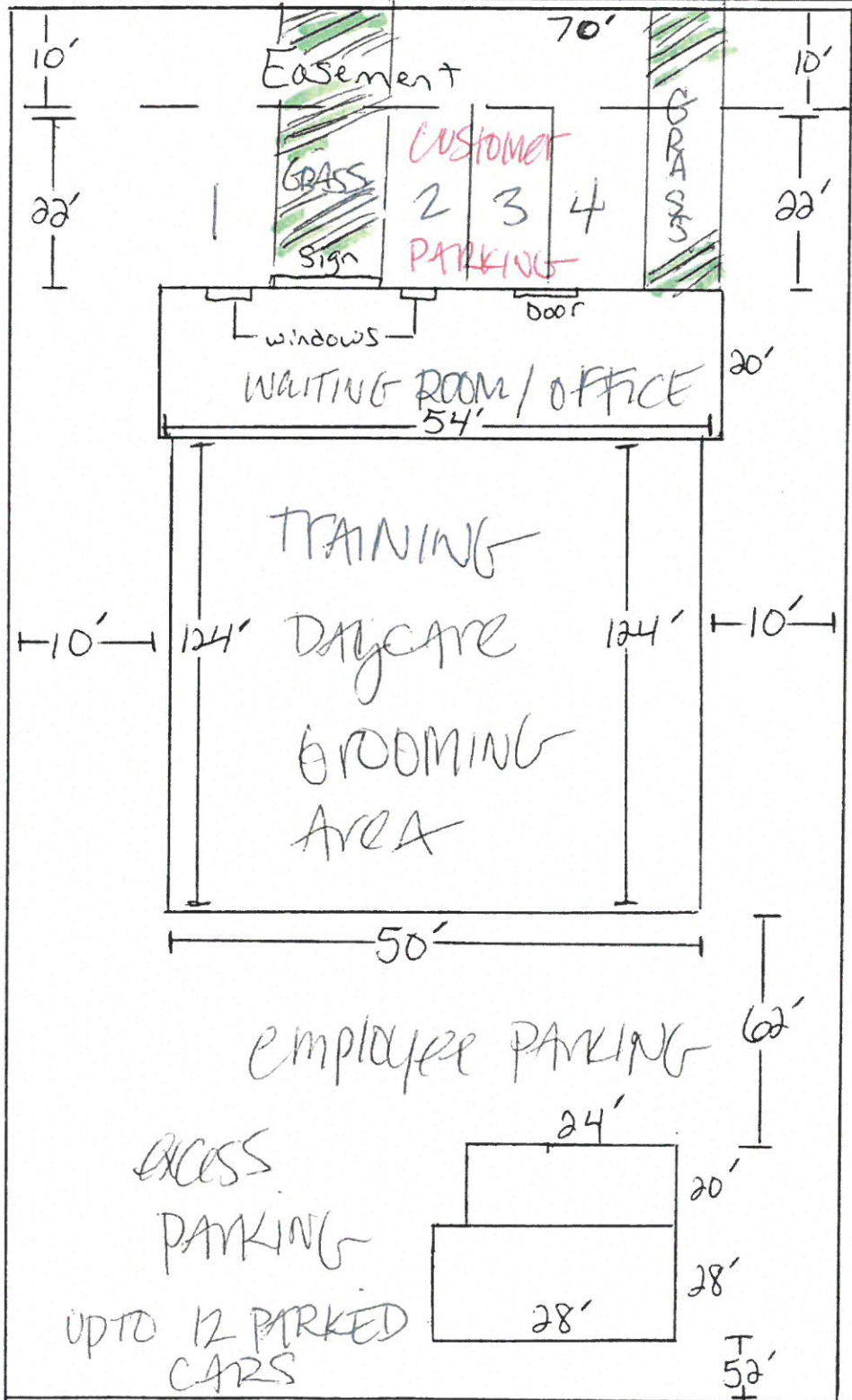
APPROVED:

PUBLISHED:

Walker Avenue



River Lane



*[Signature]*  
3/1/21

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 Planned Unit Development containing 9 duplexes and 4 single family dwellings in the R2 (Two-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:

Lots Five (5), Six (6), & Seven (7) as designated upon Plat 2 of the Perryville Ridge Subdivision, being a replat of Lot 1 of Plat 1 of the Perryville Ridge Subdivision, and Part of the Southwest  $\frac{1}{4}$  of Section 34, Township 45 North, Range 2 East and part of the Northeast  $\frac{1}{4}$  of Section 3, Township 44 North, Range 2 East of the Third Principal Meridian. The Plat of which is recorded in Book 45 of Plats on Page 157 in the Recorder's Office of Winnebago County, State of Illinois

COMMONLY KNOWN AS: 6423 Windsor Road  
4557 Marsh Hawk Drive  
4503 Marsh Hawk Drive  
PROPERTY CODE(S): 08-34-452-017  
08-34-452-018  
08-34-452-019

CONDITIONS:

1. All dwellings shall be constructed using some combination of brick, stone masonry, and siding.
2. A monument subdivision sign shall be placed at the northeast corner of Marsh Hawk Drive and Perry Ridge Lane. A single subdivision monument sign, allowing vacancy notification and contact number, shall be permitted along Perryville Road within the building setback. Neither sign shall include any LED, or other electronic capabilities. The subdivision signs shall include landscaping, and not be more than 5 feet in height. Signs shall be approved by City Staff before installation.
3. The maintenance of the exterior of the dwellings, landscaping, and land for this Planned Unit Development shall be the responsibility of the land owner.
4. Any changes to the site plan, as presented, shall not affect the character of the development. All changes shall require approval by the City's Zoning



Officer as part of an administrative review.

5. The developer shall provide a concrete sidewalk connection along Windsor Road that connects to the existing crosswalk on Perryville Road, a sidewalk along the eastern side of Marsh Hawk Drive, and a sidewalk across the Hilltop Drive frontage.
6. The 25 foot and 22 foot building setback, as presented, for the westerly portion of the development shall be acceptable.

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:

**EXHIBIT FOR PROPOSED  
PRECISE PLAN DEVELOPMENT**

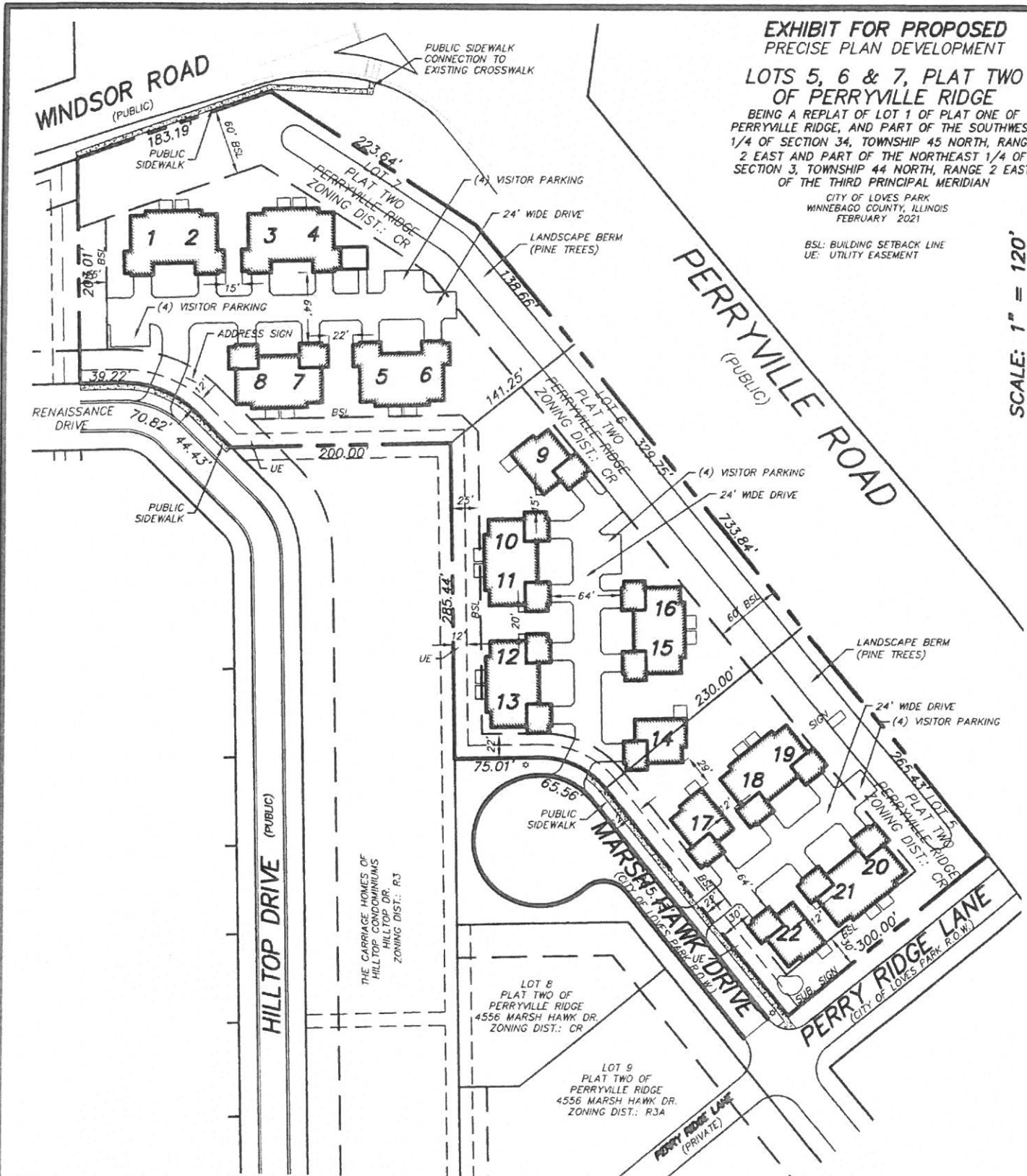
**LOTS 5, 6 & 7, PLAT TWO  
OF PERRYVILLE RIDGE**

BEING A REPLAT OF LOT 1 OF PLAT ONE OF  
PERRYVILLE RIDGE, AND PART OF THE SOUTHWEST  
1/4 OF SECTION 34, TOWNSHIP 45 NORTH, RANGE  
2 EAST AND PART OF THE NORTHEAST 1/4 OF  
SECTION 3, TOWNSHIP 44 NORTH, RANGE 2 EAST  
OF THE THIRD PRINCIPAL MERIDIAN

CITY OF LOVES PARK  
WINNEBAGO COUNTY, ILLINOIS  
FEBRUARY 2021

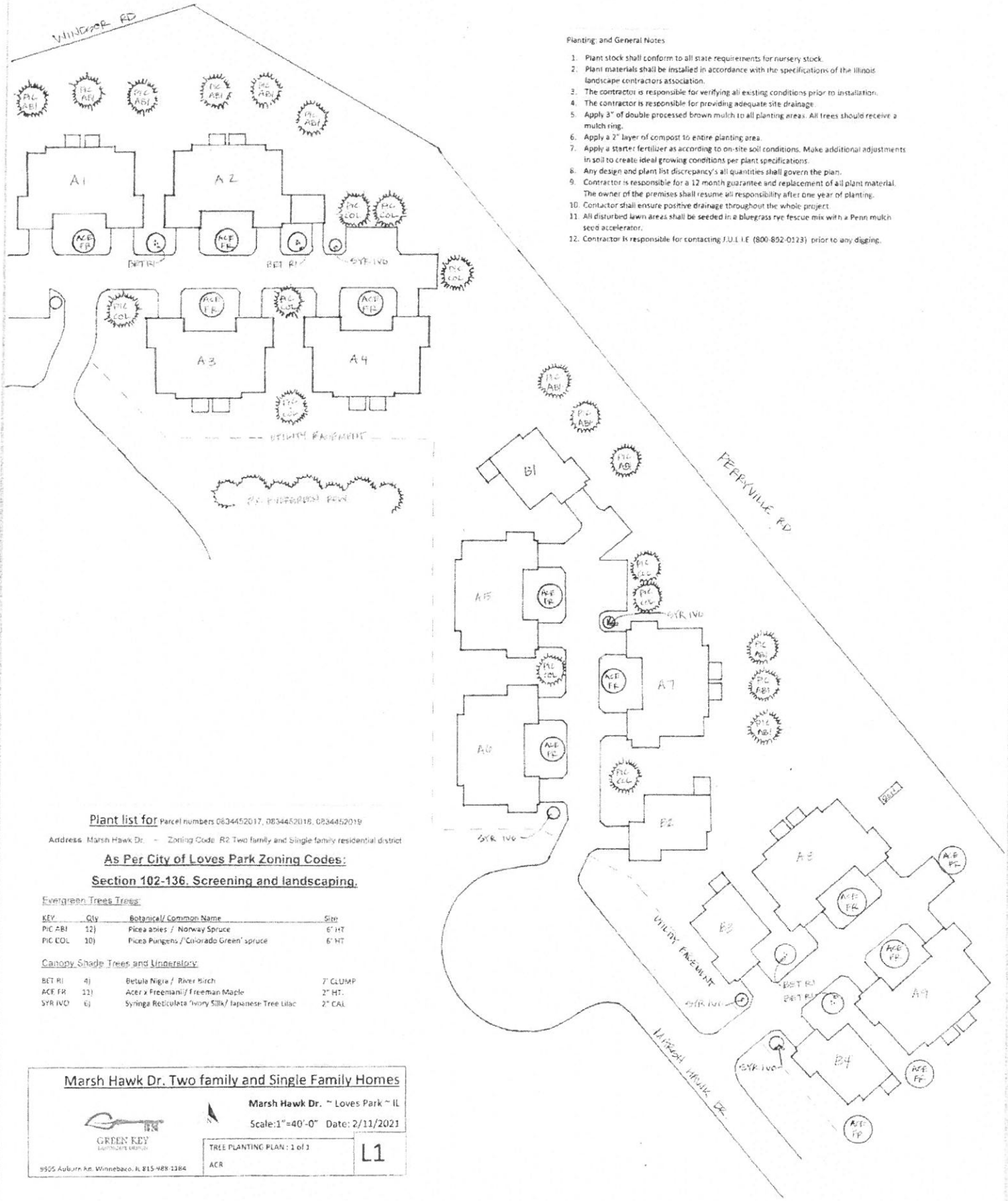
BSL: BUILDING SETBACK LINE  
UE: UTILITY EASEMENT

SCALE: 1" = 120'



**EXISTING USE: VACANT LAND**  
**EXISTING ZONING: CR - PROPOSED ZONING: R2**  
**AREA: 5.51 ACRES**  
**9 DUPLEX RENTAL BUILDINGS: 18**  
**4 SINGLE RENTAL BUILDINGS: 4**  
**TOTAL UNITS: 22**  
**VISITOR PARKING SPACES: 14**  
**ALL PAVEMENT: HOT MIX ASPHALT**  
**PUBLIC IMPROVEMENTS: MARSH HAWK DRIVE TO BE  
CONSTRUCTED PER CITY REQUIREMENTS**

PREPARED BY:  
**R.K. JOHNSON & ASSOCIATES, INC.**  
 CONSULTING CIVIL ENGINEERS - LAND SURVEYORS  
 1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111  
 (815) 633-5097 (815) 633 4593 FAX  
 www.rkjohnsonassociates.com  
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004994  
 FEBRUARY 12, 2021 JOB NO. 17590  
 PREPARED FOR: DARWIN PROPERTIES



**Planting and General Notes**

1. Plant stock shall conform to all state requirements for nursery stock.
2. Plant materials shall be installed in accordance with the specifications of the Illinois landscape contractors association.
3. The contractor is responsible for verifying all existing conditions prior to installation.
4. The contractor is responsible for providing adequate site drainage.
5. Apply 3" of double processed brown mulch to all planting areas. All trees should receive a mulch ring.
6. Apply a 2" layer of compost to entire planting area.
7. Apply a starter fertilizer as according to on-site soil conditions. Make additional adjustments in soil to create ideal growing conditions per plant specifications.
8. Any design and plant list discrepancy's all quantities shall govern the plan.
9. Contractor is responsible for a 12 month guarantee and replacement of all plant material. The owner of the premises shall resume all responsibility after one year of planting.
10. Contractor shall ensure positive drainage throughout the whole project.
11. All disturbed lawn areas shall be seeded in a bluegrass rye fescue mix with a Penm mulch seed accelerator.
12. Contractor is responsible for contacting J.U.I.E (800-892-0123) prior to any digging.

**Plant list for** Parcel numbers 0834452017, 0834452018, 0834452019

Address: Marsh Hawk Dr. - Zoning Code: R2 Two family and single family residential district

**As Per City of Loves Park Zoning Codes:**

**Section 102-136. Screening and landscaping.**

**Evergreen Trees/Trees:**

KEY	Qty	Botanical/ Common Name	Size
PIC ABI	12)	Picea abies / Norway Spruce	6' HT
PIC COL	10)	Picea pungens / Colorado Green spruce	6' HT

**Canopy Shade Trees and Understory:**

BET RI	4)	Betula Nigra / River Birch	7' CLUMP
ACE FR	11)	Acer x Freemanii / Freeman Maple	2" HT.
SYR IVO	6)	Syringa Reticulata / Ivory Silk / Japanese Tree Lilac	2" CAL

**Marsh Hawk Dr. Two family and Single Family Homes**



Marsh Hawk Dr. ~ Loves Park ~ IL

Scale: 1"=40'-0" Date: 2/11/2021

TREE PLANTING PLAN: 1 of 3

ACR

**L1**

8505 Auburn Av. Winnebago, IL 61148-1384



9905 Auburn Rd. Winnebago, IL 61110-988-1184

Foundation Landscape Plans Drawn by: ACR  
5 Duplex buildings & 4 Single units

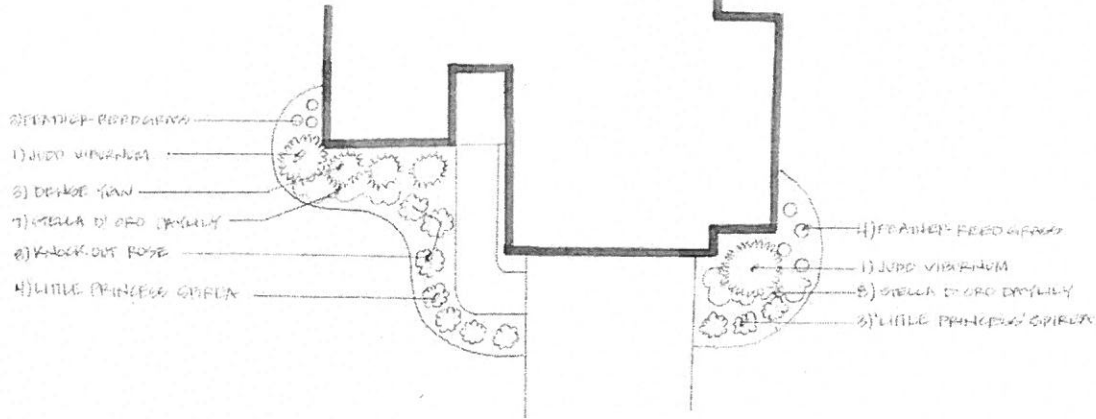
L2

Plant list for Single Family Unit x 4 UNITS

Quantity	Common Name	Botanical Name	Size	Notes
<b>Shrubs</b>				
8	Judd viburnum	Viburnum Juddii	5 gal	
12	Knock out rose	Rosa	3 gal	
12	Dense Yew	Taxus densiformis	5 gal	
28	Little Princess spirea	Spiraea japonica	3 gal	

<b>Perennials</b>				
28	Feather reed grass	Calamagrostis acutiflora	1 gal	
60	Stella D'Oro	Hemerocallis	1 gal	

<b>Material list</b>				
	Hard wood bark mulch		Cuyds	
	Organic Compost		Cuyds	

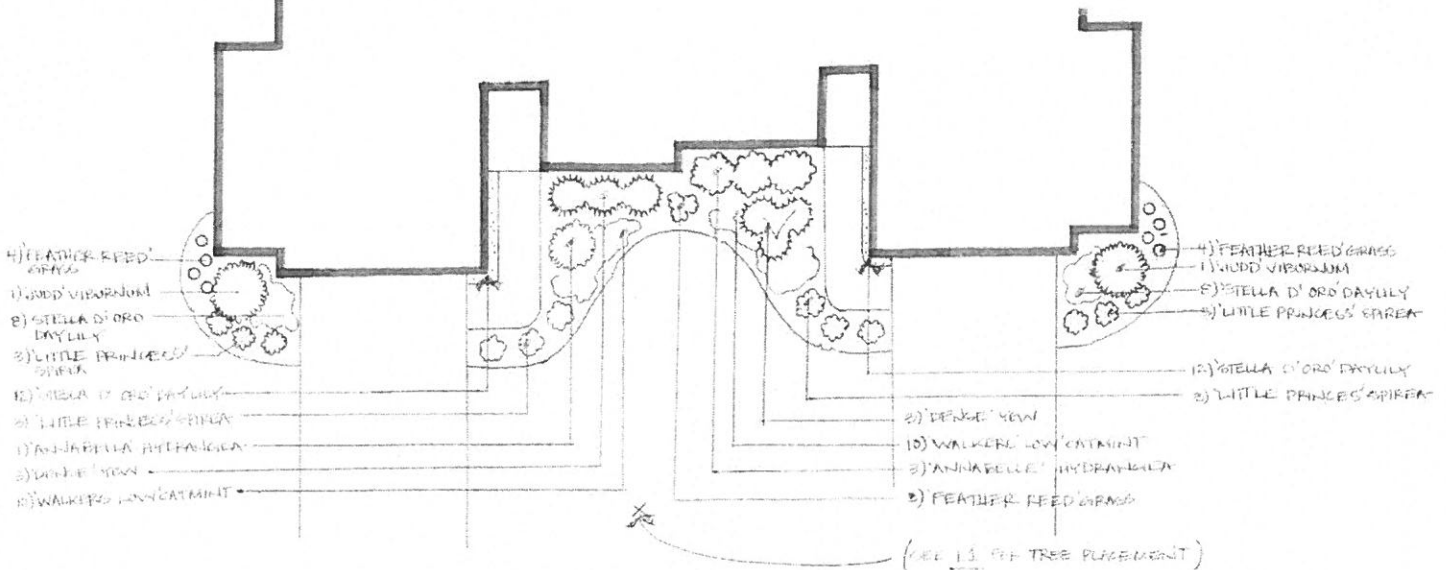


Plant list for Two Family Unit x 9 UNITS

Quantity	Common Name	Botanical Name	Size	Notes
<b>Shrubs</b>				
18	Judd Viburnum	Viburnum Juddii	5 gal	
54	Dense Yew	Taxus densiformis	5 gal	
81	Little Princess spirea	Spiraea japonica	3 gal	
36	Annabelle Hydrangea	Hydrangea arborescense	5 gal	

<b>Perennials</b>				
99	Feather reed grass	Calamagrostis acutiflora	1 gal	
180	Walkers low catmint	Nepeta x fassenii	1 gal	
360	Stella D'Oro	Hemerocallis	qt	

<b>Material list</b>				
	Hard wood bark mulch		Cuyds	
	Organic Compost		Cuyds	



ORDINANCE NO.

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

WHEREAS, upon the petition for a Zoning Map Amendment 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 Zoning Map Amendment

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

That a Zoning Map Amendment from the CR (Commercial Retail) Zoning  
District to the R2 (Two-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:

Lots Five (5), Six (6), & Seven (7) as designated upon Plat 2 of the  
Perryville Ridge Subdivision, being a replat of Lot 1 of Plat 1 of the  
Perryville Ridge Subdivision, and Part of the Southwest  $\frac{1}{4}$  of Section 34,  
Township 45 North, Range 2 East and part of the Northeast  $\frac{1}{4}$  of Section  
3, Township 44 North, Range 2 East of the Third Principal Meridian. The  
Plat of which is recorded in Book 45 of Plats on Page 157 in the  
Recorder's Office of Winnebago County, State of Illinois

COMMONLY KNOWN AS: 6423 Windsor Road  
4557 Marsh Hawk Drive  
4503 Marsh Hawk Drive  
PROPERTY CODE(S): 08-34-452-017  
08-34-452-018  
08-34-452-019

The findings and recommendation of the Zoning Board of Appeals on the question of  
granting this Zoning Map Amendment 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

ATTEST:

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CITY CLERK

PASSED:

APPROVED:

PUBLISHED: