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LOVES PARK CITY COUNCIL AGENDA
MONDAY, MAY 17, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman Nancy Warden, followed by the Pledge of Allegiance.**

- III. ROLL CALL**

- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**

- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**

- VI. APPROVE PAYMENT OF BILLS**

- VII. OFFICER'S REPORTS**
 - 1. Public Safety**
 - 2. Public Works**

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

- IX. UNFINISHED BUSINESS**

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with the Northern Illinois Land Bank Authority.**
- 2. Resolution authorizing the Mayor to sign a letter opposing Senate Bill 2298 in reference to proposed changes to the TIF Act.**
- 3. Resolution authorizing the Street Department Manager to hire Arc Design Resources for professional civil engineering services for the 2022 City Wide Street Improvement Program.**
- 4. Resolution authorizing the Street Department Manager to sign a contract with Arc Design Resources for construction and design services for River Lane Reconstruction Phase 2.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

XIV. PUBLIC COMMENT

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

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT

CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, May 10, 2021

City Hall Council Chambers

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

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

Present: Mayor Gregory Jury

Aldermen Jim Thompson, Mark Peterson, A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, John Jacobson, Jim Puckett, Dan Jacobson, John Pruitt

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 05/03/21 The Journal of Proceedings for the regular meeting of May 3, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Pruitt. Motion carried. 9 Ayes (Aldermen Thompson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt) 1 Present (Alderman Peterson)
2. SEP/Bullpen Bar & Slots/
Weekend Bands Request Received a Special Event Permit application for Bullpen Bar & Slots to have a band every weekend with amplified music, in their parking lot at 6450 E. Riverside Blvd., from May 29, thru September 25, 2021, from 8:00 p.m. to 11:00 p.m., Friday or Saturday, and 3:00 p.m. to 6:00 p.m. Sunday. Referred to Alderman Warden of the Codes and Regulations Committee.
3. SEP/Bullpen Bar & Slots/
Weekend Bands Approved Alderman Warden moved to approve a Special Event Permit application for Bullpen Bar & Slots to have a band every weekend with amplified music, in their parking lot at 6450 E. Riverside Blvd., from May 29, thru September 25, 2021, from 8:00 p.m. to 11:00 p.m., Friday or Saturday, and 3:00 p.m. to 6:00 p.m. Sunday. Second by Alderman Schlensker. Motion carried by voice vote.
4. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated May 3, 2021 in the amount of \$110,677.62, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated May 3, 2021 in the amount of \$243,935.39, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)
6. Public Safety Report Alderman Allton presented the Police Department Report dated May 10, 2021; presented the Fire Department Report dated May 6, 2021, to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated May 10, 2021; presented the Water Department Report for May 10, 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 May 10, 2021 in the amount of \$591,989.61, for consideration at next week's city council meeting; presented the minutes from the committee meeting held May 3, 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 May 10, 2021 in the amount of \$25,621.54, for consideration at next week's city council meeting.
10. Codes & Regulations Alderman Warden of the Codes and Regulations Committee announced that a committee meeting will be held Monday, May 17, 2021, following city council.
11. Accepting Donations For Mural Project 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 hereby authorized to accept donations from the public to help offset the total project cost for a mural, to be located in Loves Park, as part of the CRE8IV Transformational Murals program through the Rockford Area Convention and Visitors Bureau. Further, donations received will be deposited into Beautification Donations Account No. 01-00-5971. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)
RESOLUTION NO. 21-037
12. Marcus Smith Insurance Redevelopment Agreement 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, Illinois, is authorized to enter into a Redevelopment Agreement with Marcus Smith Insurance and Financial Service, Inc. ("Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)
RESOLUTION NO. 21-038
13. EZ Dinners Inc. Redevelopment Agreement 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, Illinois, is authorized to enter into a Redevelopment Agreement with EZ Dinners, Inc., (Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)
RESOLUTION NO. 21-039
14. ORD 4408-21
SUP For 8185
Commerce Drive Alderman Pruitt presented for second reading an ordinance providing for a Special Use Permit for an indoor baseball and softball academy with batting cages for the property known as 8185 Commerce Drive, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)
ORDINANCE NO. 4408-21
15. 1ST Reading
Variance For
5616 Jensen
Drive Alderman Pruitt presented for first reading an ordinance providing for a Variance for the property known as 5616 Jensen Drive, 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 Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt) Laid over
16. Suspend Rules Alderman Pruitt moved to suspend any and all rules to bring the above ordinance in for second reading. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)

17. ORD 4409-21
Variance For
5616 Jensen
Drive
- Alderman Pruitt presented for second reading an ordinance providing for a Variance for the property known as 5616 Jensen Drive, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt)
ORDINANCE NO. 4409-21
18. Adjourn
- Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:14 p.m.

APPROVED:

Robert J. Burden, City Clerk

COMMITTEE MEETINGS:

Codes & Regulations: Monday, May 17, 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: 3rd Thursday of the Month
5:30 p.m.



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111
Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton
From: Chief Charles Lynde
Date: 05/17/2021
Subject: Police Activity Report

Police activity report for the week of 05/02/2021 through 05/08/2021

Calls for Service	502
Total Number of Arrests	144
Accidents	8

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 5/13/2021 2:01:50 PM



Incident Statistics

Zone(s): All Zones | Start Date: 05/04/2021 | End Date: 05/10/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		60	
FIRE		17	
TOTAL		77	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$510,000.00		\$85,000.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		8	
Aid Received		4	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
26		33.77	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:05:44		
Station #2	0:22:27	0:06:41	
AVERAGE FOR ALL CALLS			0:16:01
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:19		
Station #2	0:18:16	0:01:34	
AVERAGE FOR ALL CALLS			0:11:45
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		17:49	

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: David Jacobson
Public Works Foreman

Week of May 10, 2021 thru May 17, 2021

Previous week's activity:

1. Continued street sweeping.
2. Mow all areas
3. Continued working on trucks.
4. Forklift training/safety class
5. Moved office furniture city hall.
6. Removed dead bush at the flame in front of Nunzio's

Proposed work:

1. Continue street sweeping.
2. Truck repairs
3. Continue mowing.
4. Start removing sidewalks for replacement program.
5. Fill potholes as needed.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **5/3/21-5/10/21**

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. Repaired service leak at 4901 N. Second St.
5. Continued flushing Zone 5.
6. Notified and started flushing zones 2 and 3

Work anticipated for this week:

1. Routine work
2. Complete S.C.A.D.A. radio upgrades at all facilities.
3. Continue replacing large commercial meters and install ERT'S.
4. Finish Flushing Zone 5
5. Notify and start flushing zone 1

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, MAY 17, 2021 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4. ITEMS FOR CONSIDERATION

- A. Resolution authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with the Northern Illinois Land Bank Authority.**
- B. Resolution authorizing the Mayor to sign a letter opposing Senate Bill 2298 in reference to proposed changes to the TIF Act.**

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: May 10, 2021

CALLED TO ORDER: 5:40 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Jim Puckett, John Pruitt, Mark Peterson

ALSO PRESENT: Attorney Gino Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Dan Jacobson, James Thompson
Treasurer John Danielson, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: May 3, 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 authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with the Northern Illinois Land Bank Authority.

Alderman Peterson moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays
 - B. Resolution authorizing the City of Loves Park to enter into a Redevelopment Agreement with Marcus Smith Insurance and Financial Service, Inc., relating to the North Second Street TIF Redevelopment Project Area.

Alderman Peterson moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays
 - C. Resolution authorizing the City of Loves Park to enter into a Redevelopment Agreement with EZ Dinners, Inc., relating to the North Second Street TIF Redevelopment Project Area.

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

- D. Resolution authorizing the City of Loves Park to accept donations from the public to help offset the total project cost for a mural to be located in Loves Park.

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 Pruitt.
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:50 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES
PARK AGENDA
CODES & REGULATIONS
COMMITTEE
May 17th, 2021 6:15 P.M.
100 Heart Boulevard**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD 04-05-2021.**

4. **ITEMS FOR CONSIDERATION**

- a. Application for a "Class D" liquor license located at 5905 North Second Street.
- b. Application for a "Class D" liquor license located at 411 East Riverside Boulevard.
- c. Parth Enterprise, Inc. is requesting a change in liquor class, from a Class "E" to a Class "B", at the following location:
 - 6217 North Second Street, DBA Clark on the Go
- c. S & M Associates, Inc. is requesting a change in liquor class, from Class "E" to a Class "B", at the following location:
 - 4291 Perryville Road, DBA Loves Park Phillips 66

5. **PUBLIC COMMENT**

6. **GENERAL DISCUSSION**

7. **ADJOURN**

**City of Loves Park
Codes & Regulations Committee
April 5, 2021 Minutes**

- I. Call to Order – the meeting was called to order by Alderman Peterson, Chairman at 6:24 PM.

Committee Members Present – Alderman Little, Alderman Warden, Alderman Puckett. Also in Attendance – Carlos Rosario, Steve Thompson

- II. The minutes of the March 22, 2021 meeting were approved upon a motion by Alderman Warden. Second by Alderman Little. Vote 4 – 0 to approve.

- III. Items For Consideration

- A. A Special Event application from Carlos Rosario of Mi Gordito to hold a car show 4/23, 5/21, 6/18, 7/23, 8/20, & 9/24, 2021 with amplified music at 5518 N. Second St. from 5 to 9 PM.

**Motion to approve by Alderman Warden. Second by Alderman Little.
Vote 4 - 0 to approve.**

- B. A Special Event Permit application from Laura Rosario of Mi Gordito to hold a flea market on May 22 & 23, 2021 at 5518 N. Second St. from 9 AM to 6 PM with parking at Grace Lutheran Church.

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

- IV. General Discussion – None.

- V. Public Comment – None

- VI. Adjournment – the meeting was adjourned at 6:34 PM upon motions by Alderman Warden and Alderman Little. Vote 4 – 0 in favor.

Respectfully submitted by:
Mark Peterson
Committee Chairman



**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
May 17, 2021
5:15 P.M.
Loves Park City Council Chambers**

I. Approval of Minutes

A. Approval of Minutes from the April 26, 2021 meeting.

II. Resolutions & Ordinances

A. Resolution authorizing the Street Department Manager to hire ArcDesign Resources for professional civil engineering services for the 2022 City Wide Street Improvement Program

B. Resolution authorizing the Street Department Manager to sign a contract with ArcDesign Resources for construction and design services for River Lane Reconstruction Phase 2

III. Project Updates/Directors Report:

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: April 26, 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. Little, Ald. Frykman,
Ald. Allton, Ald. Warden, Ald. Peterson and Attorney Galluzzo

APPROVAL OF MINUTES: April 19, 2021
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 4 ayes – 0 nays

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

1. A resolution was decided to award the contract to perform asphalt paving on Forest Hills Road to Stenstrom Excavation and Blacktop, as per low bid
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 4 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:21 p.m.; seconded by Alderman Pruitt
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER-CHAIRMAN OF THE PUBLIC WORKS COMMITTEE



AGENDA
LOVES PARK ZONING BOARD OF APPEALS
May 20, 2021

CITY COUNCIL CHAMBERS
100 HEART BOULEVARD
5:30 P.M.

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **April 15, 2021** meeting
3. Report from the Zoning Office - None
4. Unfinished business –
5. New business –
 - A. **8400 E. RIVERSIDE BOULEVARD (12-01-176-018, 12-01-176-019 & 12-01-176-022)** –
A Zoning Map Amendment from the IL (Light Industrial) and E. Riverside / I90 Overlay Zoning District to the CR (Commercial Retail) and E. Riverside / I90 Overlay Zoning District.
 - B. **TEXT AMENDMENT** – Section 102-337, (d), Review Required.
6. Public participation & comment –
Anyone who wishes to speak regarding a petition shall contact the Zoning Officer 24 hours preceding the scheduled meeting.
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

**MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS
THURSDAY, APRIL 15, 2021
5:30 P.M.
COUNCIL CHAMBERS**

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

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

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

2. MINUTES

Mr. Owens moved to approve the minutes from the meeting March 18, 2021. Second
by Mr. Hendricks. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

4. UNFINISHED BUSINESS

- A. **5400 & 5312 N. SECOND STREET** – Special Use Permit for a commercial vehicle sales
establishment in the Commercial Retail and N. Second Street Overlay District.

Mr. Quintanilla indicated that the petitioner has withdrawn the application.

5. NEW BUSINESS

- A. **8185 COMMERCE DRIVE** – Special Use Permit for an indoor baseball and softball
academy with battling cages in the IL and E. Riverside/I90 Overlay Zoning Districts.
Appropriate notice has been given.

Brenda Ewing, 9611 Brenda Drive, Roscoe, Illinois was sworn in as Petitioner and
indicated that he is requesting a Special Use Permit for an open to the public indoor
baseball/softball academy with batting cages.

No objectors present.

Mr. Owens moved to approve a Special Use Permit for an indoor baseball and softball
academy with battling cages for the property known as 8185 Commerce Drive in the IL and
E. Riverside/I90 Overlay Zoning Districts, with the following conditions:

1. Special Use Permit shall expire with the discontinuance of the use of the indoor batting
cage establishment.
2. The Special Use Permit shall be renewed 1 year from the date of approval.

3. Planters shall be installed across the openings of both loading docks. The planters shall be filled with live plants, and be maintained by the business owner. The business owner shall with staff for the installation to be completed before the business opens to the public.
4. A dumpster enclosure shall be provided to conceal the dumpsters. The location shall be coordinated with staff.

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

MOTION APPROVED 4-0

- B. 5615 JENSEN DRIVE** – Variance from a required 5-ft. side yard setback to a requested 0-ft. side yard setback for a new addition in the CG Zoning District. Appropriate notice has been given.

Peter Avramopoulos, 3820 Guilford Road, Rockford IL 61107 was sworn in as Petitioner and indicated that he is requesting a Variance so he can add on to an existing structure at the property.

No objectors present.

Mr. Owens moved to approve a Variance from a 5-ft. side yard setback to a requested 0-ft. side yard setback for a new addition in the CG Zoning District for the property known as 5615 Jensen Drive. Second by Mrs. Toohill. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 4-0

6. PUBLIC PARTICIPATION AND COMMENT

Peter Avramopoulos commented that he supports the petition presented earlier for the indoor baseball/softball and batting cage academy and thinks it will be good for the community.

7. General Discussion

None

Mrs. Nelson moved that the meeting be adjourned. Second by Mr. Owens. Motion carried by voice vote. The meeting adjourned at 5:50 p.m.

Sheila Mills, Secretary



ZONING BOARD OF APPEALS

Community Development Department

Date: May 6, 2021

SUBJECT:	A Zoning Map Amendment from the IL (Light Industrial) & E. Riverside/I90 Overlay Zoning District to the CR (Commercial Retail) and E. Riverside/I90 Overlay Zoning District.	
LOCATION:	8400 E. Riverside Boulevard - 12-01-176-018, 12-01-176-019, & 12-01-176-022	
COMPREHENSIVE PLAN:	General commercial development	
ZONING DISTRICT:	North	CR (Commercial Retail)
	South	C3 (Commercial) Rockford
	East	IL (Light Industrial)
	West	IL (Light Industrial)
PROPERTY INFORMATION:	The property is zoned for light industrial uses. The Zoning Map Amendment will establish the zoning district and uses permitted in the CR (Commercial Retail) and E. Riverside/I90 Overlay.	
Required:	Front building setback:	30 feet
	Rear building setback:	20 feet
	Side building setback:	5 feet
Provided:	Front building setback:	30 + feet
	Rear building setback:	20 + feet
	Side building setback:	5 + feet
	<p>The proposed amendment is not going to adversely impact the development of the area or of the plan adopted by the city council. Cultivation of the area, has included a number of commercial uses over the years. It appears that the amendment is in line with how the zoning district has begun to develop. The character of the development for uses and structures shall all be subject to the guidelines for approval by the Overlay Review Board (ORB). All additions to existing structures or remodeling of existing structures shall comply and be subject to the limitations in the ordinance. The amendment is not likely to create an overcrowding of land or establishment of undue stress in the zoning district. Overlay review standards, already established, shall prevent incompatible construction of structures through the review process. The map amendment will not adversely impact the overall comfort and peace of the people or uses established in the zoning district. The map amendment will compliment the existing and future land uses for this area.</p>	
RECOMMENDATION:	Approval	A Zoning Map Amendment from the IL (Light Industrial) & E. Riverside/I90 Overlay Zoning District to the CR (Commercial Retail) and E. Riverside/I90 Overlay Zoning

District.

ATTACHMENTS:

See attachments

ZONING BOARD

RECOMMENDATIONS: APPROVAL / DENIAL / TABLED

Vote: _____

CONDITIONS: AS PRESENTED / AMENDED / N/A

**AUDIENCE
COMMENTS:**



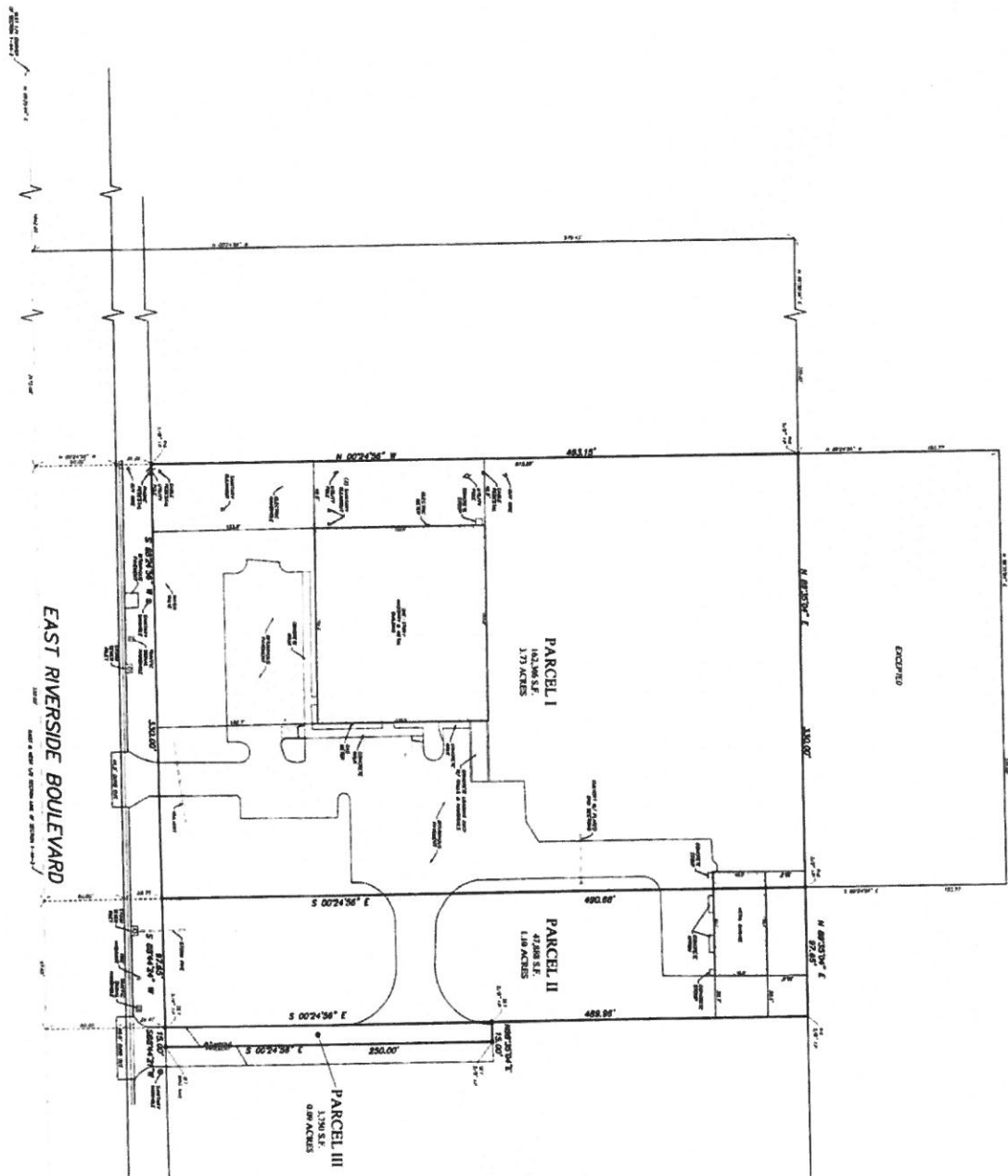
Property Address: 8400 E. Riverside Boulevard
Parcel Number: 12-01-176-018, 12-01-176-019, & 12-01-176-022
Applicant: Skyland Corp
4805 Interstate Boulevard
Loves Park, Illinois 61111
Owner: Skyland Corp
4805 Interstate Boulevard
Loves Park, Illinois 61111

CERTIFIED BOUNDARY SURVEY

PART OF THE NORTH 1/2 OF SECTION 1,
TOWNSHIP 44 NORTH, RANGE 2
EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF LOUIS PARK
HAMBURG COUNTY, ILLINOIS
SEPTEMBER 2019
GRAPHIC SCALE



BEARING BASIS: LEGAL DESCRIPTION



Legend Description:

Parcel I, Parcel II, Parcel III, Easement, Utility Line, etc.

1. CERTIFICATE TO SURVEY...
2. PREPARED BY: R. K. JOHNSON & ASSOCIATES, INC.
3. CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
4. 1515 WINDSOR ROAD, LOUIS PARK, ILLINOIS 61111
5. 618-545-5897 (618) 545-4975 FAX
6. ILLINOIS PROFESSIONAL ENGINEER REG. NO. 121100
7. HAMBURG COUNTY, ILLINOIS
8. SEPTEMBER 2019
9. GRAPHIC SCALE



THOMAS R. KOOLE
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS
NO. 121100

PREPARED BY:
R. K. JOHNSON & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
1515 WINDSOR ROAD, LOUIS PARK, ILLINOIS 61111
618-545-5897 (618) 545-4975 FAX
ILLINOIS PROFESSIONAL ENGINEER REG. NO. 121100
HAMBURG COUNTY, ILLINOIS
SEPTEMBER 2019
GRAPHIC SCALE

Recommended Findings of Fact of City Staff based on the information provided by the applicant

Findings as Required by Loves Park Ordinance - Each enumerated finding must be considered before a petition for a map amendment may be approved.

Mark **"Yes,"** if the findings have been considered and found to be relevant and true. Mark **"No,"** if the findings have been considered and found to be not true. If you mark **"No,"** please explain why in the space provided below each finding. Mark **"N/A,"** if the findings are not applicable to the situation.

Location: 8400 E. Riverside Boulevard

ZBA

- 1 _____ The proposed amendment would not interfere with the policies and proposals of the city area comprehensive plan adopted by the city council.

Reason:

- 2 _____ The proposed amendment would be consistent with the framework the city has cultivated to continue city development in a very orderly manner.

Reason:

- 3 _____ The proposed amendment would not permit uses, buildings, or structures incompatible with the character of development or intended uses within specified zoning districts.

Reason:

- 4 _____ Any additions, alterations, or remodeling of existing buildings or structures would not be modeled in such a way as to avoid the restrictions and limitations imposed on the ordinance.

Reason:

- 5 _____ The proposed amendment would not promote the overcrowding of land and undue construction of structure.

Reason:

6 _____ The public health, safety, morals, comfort, peace, and general welfare of the people would be promoted as a result of the proposed amendment.

Reason:

7 _____ The risk of bodily harm to a person or damage to personal property or chattels by fire, explosion, toxic fumes and other hazards would not become more likely as a result of the proposed amendment.

Reason:

8 _____ The proposed amendment would not encourage the prevention of incompatible uses or nuisances.

Reason:

These findings are based on staff interpretation of the required findings necessary for approval of a variation. The Zoning Board of Appeals must indicate whether or not all the findings have been considered to substantiate the approval of a variation.

These findings have been adopted as the official Findings of Fact for the City of Loves Park, Zoning Board of Appeals agenda item: ZMA - IL(E.RIVERSIDE I90 OVERLAY) to CR (E. RIVERSIDE I90 OVERLAY)
12-01-176-018, 12-01-176-019, AND 12-01-176-022

Chairman
Alise Howlett

Signature

Date



ZONING BOARD OF APPEALS

Community Development Department

Date: May 11, 2021

SUBJECT: Chapter 102, Section 102-337, (D), Review Required

Existing:

Require the Overlay Review Board to review and approve conformity with the standards in the zoning district and in the overlay districts.

(d) Review required. Review and approval shall be required for: All new mixed-use and commercial development; a site access plan, that shall be included as part of the site plan and approved by the city and the state department of transportation; additions, alterations and improvements, other than ordinary repair or maintenance to existing structures, signs and sites located within the North Second Street Overlay District. The Zoning Board of Appeals and the Community Development Committee will conduct review and approval for conformance of submitted projects.

Proposed Amendment to include highlighted

(d) Review required. Review and approval shall be required for: All new mixed-use and commercial development; a site access plan, that shall be included as part of the site plan and approved by the city and the state department of transportation; additions, alterations and improvements, other than ordinary repair or maintenance to existing structures, signs and sites located within the North Second Street Overlay District. The Zoning Board of Appeals and the Community Development Committee will conduct review and approval for conformance of submitted projects.

The overlay review board will conduct review and approval for conformance of submitted projects. Any projects requesting a variance will be reviewed by the overlay review board and the community development committee. Any projects requesting a special use permit will be reviewed by the zoning board of appeals and community development committee.

Recommendation:

Approval - Text Amendment, Section 102-337, (d) Review Required.

Amend to include:

The overlay review board will conduct review and approval for conformance of submitted projects. Any projects requesting a variance will be reviewed by the overlay review board and the community development committee. Any projects requesting a special use permit will be reviewed by the zoning board of appeals and community development committee.

ATTACHMENTS:

See attachments

**ZONING BOARD
RECOMMENDATIONS**

VOTE:

APPROVAL:

DENIAL:

TABLED:

CONDITIONS:

**AUDIENCE
COMMENTS:**

**MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS
THURSDAY, APRIL 15, 2021
5:30 P.M.
COUNCIL CHAMBERS**

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

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

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

2. MINUTES

Mr. Owens moved to approve the minutes from the meeting March 18, 2021. Second
by Mr. Hendricks. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

4. UNFINISHED BUSINESS

- A. **5400 & 5312 N. SECOND STREET** – Special Use Permit for a commercial vehicle sales
establishment in the Commercial Retail and N. Second Street Overlay District.

Mr. Quintanilla indicated that the petitioner has withdrawn the application.

5. NEW BUSINESS

- A. **8185 COMMERCE DRIVE** – Special Use Permit for an indoor baseball and softball
academy with battling cages in the IL and E. Riverside/I90 Overlay Zoning Districts.
Appropriate notice has been given.

Brenda Ewing, 9611 Brenda Drive, Roscoe, Illinois was sworn in as Petitioner and
indicated that he is requesting a Special Use Permit for an open to the public indoor
baseball/softball academy with batting cages.

No objectors present.

Mr. Owens moved to approve a Special Use Permit for an indoor baseball and softball
academy with battling cages for the property known as 8185 Commerce Drive in the IL and
E. Riverside/I90 Overlay Zoning Districts, with the following conditions:

1. Special Use Permit shall expire with the discontinuance of the use of the indoor batting
cage establishment.
2. The Special Use Permit shall be renewed 1 year from the date of approval.

3. Planters shall be installed across the openings of both loading docks. The planters shall be filled with live plants, and be maintained by the business owner. The business owner shall with staff for the installation to be completed before the business opens to the public.
4. A dumpster enclosure shall be provided to conceal the dumpsters. The location shall be coordinated with staff.

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

MOTION APPROVED 4-0

- B. 5615 JENSEN DRIVE** – Variance from a required 5-ft. side yard setback to a requested 0-ft. side yard setback for a new addition in the CG Zoning District. Appropriate notice has been given.

Peter Avramopoulos, 3820 Guilford Road, Rockford IL 61107 was sworn in as Petitioner and indicated that he is requesting a Variance so he can add on to an existing structure at the property.

No objectors present.

Mr. Owens moved to approve a Variance from a 5-ft. side yard setback to a requested 0-ft. side yard setback for a new addition in the CG Zoning District for the property known as 5615 Jensen Drive. Second by Mrs. Toohill. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

MOTION APPROVED 4-0

6. PUBLIC PARTICIPATION AND COMMENT

Peter Avramopoulos commented that he supports the petition presented earlier for the indoor baseball/softball and batting cage academy and thinks it will be good for the community.

7. General Discussion

None

Mrs. Nelson moved that the meeting be adjourned. Second by Mr. Owens. Motion carried by voice vote. The meeting adjourned at 5:50 p.m.

Sheila Mills, Secretary

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: May 17, 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 the 2022 City Wide Street Improvement Program at a cost not to exceed Sixty five Thousand Dollars (\$65,000.00). The scope of work is defined on the attached “Agreement for Services”

Funds shall be taken from Account No. 01-11-8047 (Design Engineering) 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

Mark Peterson – Alderman

Motion:

Second:

Voting:

April 28, 2021

Mr. Shannon Messinger
City of Loves Park
100 Heart Boulevard
Loves Park, IL 61111
Phone 815-654-5030

**Re: Civil Engineering Services
2022 City Wide Street
Improvement Program**

Dear Mr. Messinger,

Thank you for including Arc Design Resources with your 2022 City Wide Street Improvement Program. The scope of work is based on a preliminary street list provided by City staff for the next calendar year. We can adjust the scope of work if necessary due to your budget adjustments. We are pleased to offer the following scope of services:

Construction Documents

- Field review and measure scope of overlay/ improvement areas with City staff assistance.
- Prepare quantities and Engineer's opinion of Cost for all areas. Breakout into alternates can be included as directed.
- Field work and mapping for topographic survey for sidewalk ramps and any identified problem drainage areas identified during the scope drive with City staff.
- Finalize plan for bidding.
- Prepare bid documents in the form of a project manual.
- Assist with bid process & attend bid opening, prepare bid tab.

Construction Administration

- Construction assistance services, including shop drawing review, processing pay requests, daily part-time site observation as required, and construction assistance and coordination, final punchlist, and project closeout.

Fee Summary

We did a look back on the historic costs for the annual street program since 2015 and determined that the average design costs were approximately \$1.50 per foot of roadway and construction inspection costs were approximately \$1.00 per foot. Your 2022 program consists of 27,000 feet of roadways. Based on that, our proposed fees are:

Construction Documents:	\$40,000
Construction Administration:	\$25,000

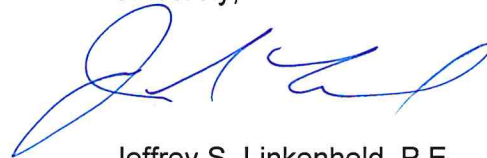
Additional Scope Items:

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:

- Pavement cores are not included at this time. If poor condition areas on any streets require further analysis, we will notify the City for additional recommendations.
- Detailed survey and final plans for every street area is not included with this scope. Plan information will be prepared using aerial exhibits and scope of work will be based on field measurements and actual survey in the cases of sidewalk ramps and curb replacement.
- Construction staking needs are not determined at this time. As such, we intend to make this work scope a bid item for the project once the actual scope is defined.
- Please note that reimbursable expenses for items such as printing, shipping, mileage, etc. are not included in the total fee but will be itemized separately. For budgeting purposes, we would estimate approximately \$300.00 for this work.

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

Sincerely,



Jeffrey S. Linkenheld, P.E.
Partner, Project Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 28th day of April 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 Civil Engineering Services 2022 City-Wide Street Improvement Program.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated April 28, 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

Partner, Project Manager

Title

City of Loves Park

100 Heart Boulevard

Address

Loves Park, IL 61111

Signature

Shannon Messinger

Typed (or printed) name

Title

General Conditions Agreement for Services

Date April 28, 2021
Client City of Lovest Park
Project Civil Engineering Services 2022 City-Wide Street Improvement Program

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: May 17, 2021

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to sign a contract with ArcDesign Resources, 5291 Zenith Parkway, Loves Park, IL 6111 for construction services River Lane Phase 2 Design and Construction Rebuild Illinois Funds project at a cost not to exceed One hundred ten Thousand Dollars (\$110,000.00). The scope of work is defined on the attached “Agreement for Services”

Funds shall be taken from Account No. 01-11-8047 (Design Engineering) 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

Mark Peterson – Alderman

Motion:

Second:

Voting:

March 29, 2021

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

**Re: River Lane Phase 2
Design and Construction
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 Walker Avenue to Forest Hills Road
- This project will use Rebuild Illinois Funds and will follow IDOT MFT rules for design and construction documentation.
- Project is scheduled for 2021 design and bidding in January 2022 for

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:

Design and Permitting using 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. The following is needed for phase 2:

- ESR submittal and coordination
- Revise prior plans for phase 2 limits and incorporate IDOT comments
- Submittal to IDOT and address review comments
- Prepare final specifications and bid documents
- Railroad coordination
- RRWRD coordination (if we are involved in any RRWRD design, we would contract with them directly).

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 April 1, 2022 and a completion date of September 30, 2022. 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 Phase 2

\$20,000.00	Design and Permitting
\$30,000.00	Construction Staking Allowance
\$10,000.00	Testing Services Allowance
\$50,000.00	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 River Lane Phase 2

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.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LOVES PARK, ILLINOIS TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTHERN ILLINOIS LAND BANK AUTHORITY FOR THE ACQUISITION OF CERTAIN PROPERTIES THROUGH ABANDONMENT PROCEEDINGS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, NILBA is an intergovernmental agency formed by numerous Boone County, Stephenson County, and Winnebago County municipalities, including the City, to assist in the redevelopment and neighborhood stabilization efforts of its member municipalities; and

WHEREAS, NILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the City and surrounding municipalities;

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, authorizes the City to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, NILBA is authorized to exercise the statutory authority of its member communities to take removal action, lien property, foreclose on liens, and petition a circuit court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual member community; and

WHEREAS, the City and NILBA seek to enter into an intergovernmental agreement (“IGA”), in substantially the same form as attached hereto as Exhibit A, to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the City has determined that the public interest would be served by entering into this intergovernmental agreement with NILBA.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF LOVES PARK, BOONE AND WINNEBAGO COUNTIES, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.

2. The City believes that the intergovernmental agreement will enhance the City's efforts at returning vacant properties to usefulness through the utilization of shared and combined resources in cooperation with NILBA.
3. The City believes that entering the intergovernmental agreement with NILBA will therefore be in the best interest of the City.
4. The Mayor and the City Clerk are hereby authorized to execute and attest to said intergovernmental agreement in substantially the same form as attached to and made part of this Resolution in Exhibit A.
5. This Resolution shall be in full force and effect from and immediately after its passage approval and publication as required by law.
6. The City Clerk is hereby directed to publish this Resolution in pamphlet form.
7. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
8. This Resolution supersedes all prior Resolutions or parts thereof adopted prior hereto which are in conflict herewith, to the extent of such conflict.

PASSED by the City Council of the City of Loves Park this 17th day of May, 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

**EXHIBIT A
AGREEMENT WITH NILBA**

INTERGOVERNMENTAL AGREEMENT

**Between the Northern Illinois Land Bank Authority and the City of Loves Park for the
Acquisition of Certain Properties Through Abandonment Proceedings**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the Northern Illinois Land Bank Authority (“NILBA”) and the City of Loves Park, an Illinois municipal corporation (“City”) (collectively, “Parties”), and shall commence on the date that the last signatory executes this IGA (“Effective Date”).

Recitals

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, NILBA is an intergovernmental agency formed by numerous Boone County, Stephenson County, and Winnebago County municipalities, including the City, to assist in the redevelopment and neighborhood stabilization efforts of its member municipalities; and

WHEREAS, NILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the City and surrounding municipalities;

WHEREAS, the City is an Illinois municipal corporation authorized to acquire, manage, and convey real property in order to facilitate the redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, authorizes the City to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, NILBA is authorized to exercise the statutory authority of its member communities to take removal action, lien property, foreclose on liens, and petition a circuit court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual member community; and

WHEREAS, the City and NILBA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the City and NILBA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to File and Prosecute Abandonment Petitions: The City authorizes and engages NILBA and its counsel to file and prosecute, on the City's behalf and at the City's sole direction, petition(s) for a declaration of abandonment (pursuant to 65 ILCS 5/11-31-1(d)), or in the alternative, demolition, or repair authority (pursuant to 65 ILCS 5/11-31-1(a)) ("Petition") on parcels agreed upon by written agreement of the Parties' Contacts, as defined herein. The City reserves the right to terminate its authorization referenced in this paragraph for any particular matter.

3. Costs: So long as a Parcel is eligible for a declaration of abandonment, NILBA shall pay for all fees, including attorneys' fees and court costs, required to file and prosecute the Petition filed under this Agreement.

4. Title to Abandoned Parcels: If the City obtains a judicial deed to a Parcel as a result of a declaration of abandonment under this Agreement, the City agrees to immediately convey fee simple title to the Parcel to NILBA by quit claim deed for management and disposition in accordance with the terms of the NILBA policies. The City will convey such Parcels to NILBA because the Parcels are not necessary, appropriate, required for the use of, or profitable to the City and conveyance to NILBA is in the best interests of the City as NILBA works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties.

5. Authorization to Sign Quit Claim Deeds and Other Documents: Upon approval of this IGA by the City, the Mayor and City Clerk are authorized and directed to execute and deliver any and all documents necessary to implement the provisions, terms, and conditions of this IGA, including any quit claim deeds from the City to NILBA for abandonment Parcels.

6. Management of Abandoned Parcel: NILBA shall manage and dispose of abandonment Parcels in accordance with the NILBA by-laws and policies and in consultation with the City Contact, as defined herein.

7. Proceeds of Future Sale: NILBA shall be entitled to all proceeds from any future sale of any Parcel acquired by the City and conveyed by the City to NILBA under this Agreement. NILBA shall use any proceeds to further its mission.

8. Properties Ineligible for Abandonment: In the event that NILBA, or its counsel, notifies the City Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the City may elect to:

- a. Dismiss the Petition; or
- b. Proceed with the Petition by amending the Petition and seeking demolition or repair authority for the City pursuant to 65 ILCS 5/11-31-1(a). If the City elects to proceed with the Petition, the City shall either:
 - i. Engage its own counsel and pay all future costs associated with the Petition;
or
 - ii. Enter into a separate agreement with NILBA and its counsel regarding the future costs associated with the Petition.

9. Contacts: The Parties' contacts for implementation of this Agreement are as follows ("Contacts"):

For the City:

City of Loves Park
Attn: Mayor Gregory R. Jury
100 Heart Boulevard
Loves Park, IL 61111
(815) 654-5030

With a copy to:

Allen Galluzzo Hevrin Leake, LLC
Attn: Gino Galluzzo
6735 Vistagreen Way Suite 110
Rockford, IL 61107
ggalluzzo@aghllaw.com
(815) 265-6464

For NILBA:

Eric Setter
Land Bank Coordinator
Region 1 Planning Council
127 N Wyman Street, Suite 100
Rockford, IL 61101
ESetter@r1planning.org
(815) 319-4459

With a copy to:

Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle, Suite 2160

Chicago, Illinois 60603
csharrow@denzinlaw.com
(312) 380-7260

10. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions, or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

11. Complete Agreement. All prior understandings and agreements between the Parties are merged into this Agreement which alone fully and completely expresses the Parties' agreement.

12. No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this IGA.

13. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

14. Force and Effect; Termination. This Agreement shall be in force and effect as of the Effective Date and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this IGA, for any reason, by the Contact providing thirty (30) days written notice of its intent to terminate to the other Contact. However, in the event Petitions are pending at the time notice of the termination is sent, the termination shall not be effective until the Parties agree, in writing, to a resolution for each pending Petition, including the costs associated with each pending Petition. A Petition is pending so long as a final order has not been entered in the circuit court and so long as the conveyance described in Paragraph 4, above, has not been completed.

[Remainder Left Blank]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

CITY OF LOVES PARK

NORTHERN ILLINOIS LAND BANK
AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF LOVES PARK

ALDERMAN JOHN JACOBSON

RESOLUTION NO.

DATE: MAY 17, 2021

**DEPARTMENT: FINANCE &
ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LOVES PARK, ILLINOIS TO SIGN THE ATTACHED LETTER ON BEHALF OF THE CITY OPPOSING SENATE BILL 2298 AND THE CHANGES IT WOULD MAKE TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

WHEREAS, the Tax Increment Allocation Redevelopment Act (“TIF Act”), 65 ILCS 5/11-74.4-1 et seq. is an important tool used by municipalities to develop and redevelop blighted properties; and

WHEREAS, the City has successfully used the TIF Act to develop and redevelop areas of the City and create hundreds of new jobs that support the City’s economy; and

WHEREAS, Senate Bill 2298 seeks to make significant changes to the TIF Act that will greatly impair the ability of the City to use the economic development tools of the TIF Act to further create jobs and incentivize business activity in the City; and

WHEREAS, the City opposes these amendments to the TIF Act and wishes to express the City’s desire in a letter, attached hereto as Exhibit A, that members of the Illinois legislature vote against Senate Bill 2298.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF LOVES PARK, BOONE AND WINNEBAGO COUNTIES, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The Mayor and the City Council oppose the proposed amendments to the TIF Act as set forth in Senate Bill 2298 and approve the attached letter expressing such opposition.
3. The Mayor is hereby authorized to sign the letter, in substantially the same form as incorporated herein and attached hereto as Exhibit A.

PASSED by the City Council of the City of Loves Park this 17th day of May, 2021.

Alderman John Jacobson, Chairman

Alderman Mark Peterson, Vice Chairman

Alderman John Pruitt

Alderman Jim Puckett

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:
SECOND:
VOTING:



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

EXHIBIT A
LETTER OPPOSING SENATE BILL 2298

Dear [Senator/Representative] _____,

The undersigned municipalities of Winnebago County are writing in collective opposition to Senate Bill 2298 and its proposed amendments to the Tax Increment Redevelopment ("TIF") Act. The amendments constructively eliminate one of the most important and effective economic development tools available to Illinois municipalities and significantly decrease future opportunities for Illinois families to better their lives through the creation of thousands of additional jobs that TIFs can make possible.

The proposed amendments disclose a fundamental misunderstanding of how TIFs work and fail to grasp that attracting high-paying jobs for Illinoisans is a competition with other states and TIF is a tool required to win. Municipalities have to offer economic reasons to choose Illinois over competitors and the amount of tax increment used to offset eligible costs is a major component of business decision-making. A TIF district that only provides tax increment over ten (10) years will never reach the incentive levels necessary to be competitive, and the shortened period forecloses future development opportunities for businesses that might be ready to develop five or more years after the TIF district is created.

Inexplicably, additional amendments which add poverty and unemployment criteria for creating a TIF district are negated by the removal of numerous existing qualifying factors which then make it harder to establish the TIF in the first place, essentially killing off one of the best tools available for combating poverty and unemployment.

Winnebago County's municipalities have successfully created thousands of good-paying jobs by using TIF. Warehousing and manufacturing are growing in several TIF districts thanks to infrastructure improvements and the greatly expanding services provided by the Greater Rockford Airport Authority; a super-fund site was reclaimed to support substantial employment for a high-tech company; light industrial business growth is creating hundreds of jobs that result in more spending in the communities, creating sales taxes that allow some communities to continue forgoing the establishment of property taxes; and several blighted neighborhoods in low-income areas are being rehabilitated.

These successes would never have happened had the constraints of Senate Bill 2298 been in place.

The proposed amendments restrict creative economic development solutions for all municipalities and represent an unnecessary obstacle to job growth. We urge you to vote against Senate Bill 2298 and to encourage other state legislators to do the same.

Sincerely,