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LOVES PARK CITY COUNCIL AGENDA
TUESDAY, JUNE 1, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman Mark Peterson, 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. Motion to approve a Special Event Permit application for the Rockford Town Fair to be held at the Rockford Speedway, June 3-6, 2021 from 12:00 noon to 10:00 p.m.**
- 2. Motion to approve a Special Event Permit application for an antique and craft event to be held at 1028 Windsor Road on July 17, 2021, from 10:00 a.m. to 2:00 p.m.**
- 3. Resolution authorizing the appropriation of ReBuild Illinois funds for the purpose of Phase 1 of the River Lane Reconstruction Project.**
- 4. Resolution authorizing the Street Department Manager to hire IMEG, 401 E. State St, Rockford, IL 61104 to provide structural engineering services for the Riverside Blvd. Bridge over the Rock River.**
- 5. Resolution authorizing the Street Department to hire Arc Design Resources, 5291 Zenith Parkway, Loves Park, IL to provide professional civil engineering services for the 2021 City Wide Street Improvement Program.**

XII. ORDINANCES 2ND READING

- 1. Ordinance providing for a Class B Liquor License for 6217 North Second Street.**
- 2. Ordinance providing for a Class B Liquor License for 4291 Perryville Road.**
- 3. Ordinance providing for a Class D Liquor License for 411 E. Riverside Blvd.**
- 4. Ordinance providing for a Class D Liquor License for 5905 North Second Street.**

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 24, 2021

City Hall Council Chambers

In the absence of Mayor Gregory Jury, City Clerk Bob Burden called the meeting to order at 6:00 p.m.

Alderman John Jacobson moved to appoint Alderman John Pruitt as Temporary Chairman. Second by Alderman Schlensker. Motion carried. 8 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Thompson, Peterson) 1 Present (Alderman Pruitt) 1 Absent (Alderman Allton)

Temporary Chairman Pruitt was seated.

Alderman John Jacobson opened the meeting with an invocation, followed by the Pledge of Allegiance.

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

Absent: Alderman Doug Allton

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 05/17/21 The Journal of Proceedings for the regular meeting of May 17, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
2. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated May 17, 2021 in the amount of \$108,406.71, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
3. Water Department Bills Alderman Jacobson presented the Water Department bills dated May 17, 2021 in the amount of \$222,737.84, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
4. Public Safety Report Alderman Puckett presented the Police Department Report dated May 24, 2021; presented the Fire Department Report dated May 18, 2021, to be placed on file.
5. Public Works Report Alderman Schlensker presented the Street Department Report dated May 24, 2021; presented the Water Department Report for May 24, 2021, to be placed on file.
6. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated May 24, 2021 in the amount of \$424,549.57, for consideration at next week's city council meeting; presented the minutes from the committee meeting held May 17, 2021, to be placed on file.
7. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated May 24, 2021 in the amount of \$14,723.68, for consideration at next week's city council meeting.

8. Codes & Regulations Alderman Warden of the Codes and Regulations Committee presented the minutes from the committee meeting held May 17, 2021, to be placed on file.
9. Public Works Department To Hire Peter Brackett Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that based on the results of the most recent examination as conducted by the Civil Service Commission, the Street Department Manager is hereby authorized to hire Peter Brackett as a full time employee within the Department of Public Works. Employment shall be effective beginning May 25, 2021 and shall be in accordance with terms of the current agreement between the Operator's Local 150 bargaining unit and the City of Loves Park. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
RESOLUTION NO. 21-044
10. Public Works Department To Hire Eric Brockway Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that based on the results of the most recent examination as conducted by the Civil Service Commission, the Street Department Manager is hereby authorized to hire Eric Brockway as a full time employee within the Department of Public Works. Employment shall be effective beginning June 1, 2021 and shall be in accordance with terms of the current agreement between the Operator's Local 150 bargaining unit and the City of Loves Park. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
RESOLUTION NO. 21-045
11. IML 2021 Conference & Hotel Reservations Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the City Treasurer is hereby authorized to pay the Illinois Municipal League for conference and hotel reservations for interested Loves Park city officials to attend the 2021 Illinois Municipal League Conference in Chicago, IL, September 23-25, 2021. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
RESOLUTION NO. 21-046
12. Purchase/Lease Agreement For 2022 International Plow Trucks & Equipment Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the City Treasurer is authorized to sign a purchase/lease agreement with US Bancorp Government Leasing & Finance at a cost of \$104,376.71 annually for three years for the purpose of financing the two 2022 International Plow Trucks and plow equipment authorized by Resolution 21-014. The first payment is due in May 2022 and the interest rate is 1.32%. Funds for this agreement will be expended from Account No. 01-01-6497 (Debt Service/Principal) and Account No. 01-01-6498 (Debt Service/Interest). Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)
RESOLUTION NO. 21-047

13. Natural Gas Franchise Agreement Renewal

Alderman Jacobson presented the following resolution authorizing the Mayor of the City of Loves Park, Illinois to execute a Natural Gas Franchise Agreement renewal with Nicor Gas Company. **WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/1 et seq., other statutory provisions, the City of Loves Park, an Illinois municipal corporation (“City”) is authorized and empowered to adopt and enforce the provisions of this Resolution; and **WHEREAS**, on June 7, 1971 the City entered into a natural gas franchise agreement (“Franchise Agreement”) with Northern Illinois Gas Company (“NICOR”) to permit the construction, operation and maintenance of a gas distributing system in, on over and under public ways to serve the residents of the City; and **WHEREAS**, the Franchise Agreement expires on June 7, 2021; and **WHEREAS**, NICOR has requested a renewal of its Franchise Agreement with the City; and **WHEREAS**, the City has determined that NICOR has the financial, legal, and technical ability to provide gas services to users located in the City; and **WHEREAS**, the City has determined that the public interest would be served by renewing the present Franchise Agreement with NICOR. **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 do hereby grant and approve the renewal of a natural gas franchise agreement with NICOR for a period of thirty (30) years from June 8, 2021 through June 7, 2051, which franchise agreement shall be in substantially the form attached hereto and made a part hereof as Exhibit “A”
3. The Mayor and the City Clerk are hereby authorized to execute and attest to said franchise agreement.
4. This resolution shall be in full force and effect from and immediately after its passage approval and publication as required by law.
5. The City Clerk is hereby directed to publish this resolution in pamphlet form.
6. 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.
7. This resolution supersedes all prior resolution or parts thereof adopted prior hereto which are in conflict herewith, to the extent of such conflict.

Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton)

RESOLUTION NO. 21-048

14. Ordinances First Reading

Alderman Warden presented for first reading Agenda Items 1-4, from Ordinances First Reading.

15. 1st Reading
Liquor License For 6217 N. Second Street

Alderman Warden presented for first reading an ordinance providing for a Class B Liquor License for 6217 North Second Street, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton) Laid over

16. 1st Reading
Liquor License For 4291 Perryville Road

Alderman Warden presented for first reading an ordinance providing for a Class B Liquor License for 4291 Perryville Road, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton) Laid over

17. 1st Reading
Liquor License
For 411 E.
Riverside Blvd. Alderman Warden presented for first reading an ordinance providing for a Class D Liquor License for 411 E. Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton) Laid over
18. 1st Reading
Liquor License
For 5905 N.
Second Street Alderman Warden presented for first reading an ordinance providing for a Class D Liquor License for 5905 North Second Street, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Warden, John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson) 1 Absent (Alderman Allton) Laid over
19. City Offices
Closed Temporary Chairman Pruitt announced that city offices will be closed Friday, May 28 and Monday May 31, 2021 in observance of Memorial Day.
20. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:11 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

Community Development:	Following Council Meeting 6:15 p.m.
Finance and Administration:	Prior to Council Meeting 5:40 p.m.
Public Works:	Prior to Council Meeting 5:15 p.m.
Zoning Board of Appeals:	3 rd Thursday of the Month 5:30 p.m.



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 06/01/2021

Subject: Police Activity Report

Police activity report for the week of 05/16/2021 through 5/22/2021

Calls for Service 469

Total Number of Arrests 109

Accidents 11

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

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

Submitted by: David Jacobson
Public Works Foreman

Week of May 24, 2021 thru May 31, 2021

Previous week's activity:

1. Filled potholes.
2. Mow all areas
3. Continued working on trucks.
4. Started sidewalk replacement program Tom Jones subdivision.

Proposed work:

1. Dirt work for sidewalk replacement and some miscellaneous areas.
2. Trim/remove trees Nimitz Rd and McFarland
3. Continue mowing.
4. Continue sidewalk replacement program.
5. Fill potholes as needed.
6. Paint over graffiti on bridge by Wantz Park

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: 5/17/21-5/24/21

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. Completed S.C.A.D.A. radio upgrades at all facilities
3. Continued replacing large commercial meters and install ERT'S.
4. Finished flushing Zone 5.
5. Finished flushing zones 2 and 3
6. Notified flushing zone 1
7. Repaired main break at 507 Boylston St.
8. Repaired Main Break at 116 Riverside Blvd.
9. Repaired service leak at 4813 River Bluff Rd.
10. Repaired service leak at 802 Clifford Rd.

Work anticipated for this week:

1. Routine work
2. Continue replacing large commercial meters and install ERT'S.
3. Continue flushing zone 1
4. Did up main to verify O.D. for insert a valve on Walker for tower #1 painting and rehab
5. Repair main break at 418 Grand Ave

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
TUESDAY, JUNE 1, 2021 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4. ITEMS FOR CONSIDERATION

5. LIST OF BILLS

6. GENERAL DISCUSSION/PUBLIC COMMENT

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

7. ADJOURN

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: May 24, 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, Deputy Chief Mike McCammond

MINUTES APPROVAL: May 17, 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 Street Department Manager to hire Peter Brackett as full time employee within the Public Works Department.

Alderman Peterson moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays
 - B. Resolution authorizing the Street Department to hire Eric Brockway as full time employee within the Public Works Department.

Alderman Peterson moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays
 - C. Resolution authorizing the City Treasurer to pay the Illinois Municipal League for conference and hotel reservations for the 2021 Illinois Municipal League Conference in September 2021.

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

- D. Resolution authorizing the City Treasurer to sign a purchase/lease agreement with US Bancorp Government Leasing & Finance at a cost of \$104,376.71 annually for three years for the financing of two 2022 International Plow Trucks and plow equipment.

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

- E. Resolution authorizing the Mayor to execute a Natural Gas Franchise Agreement renewal with Nicor Gas Company.

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: 5:52 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE



AGENDA

City of Loves Park
Community Development Committee Meeting

June 1, 2021

CITY COUNCIL CHAMBERS

6:15 P.M.

100 Heart Boulevard, Loves Park, Illinois 61111

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **May 3, 2021** meeting
3. Report from the Community Development Department – None
4. Unfinished business – None
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 Districts.
Staff Recommendation: Approval
ZBA Recommendation: Approval
 - B. **TEXT AMENDMENT** – Section 102-337, (d), Review Required.
Staff Recommendation: Approval
ZBA Recommendation: Approval
 - C. **PLAT NO. 2 OF HARVEST FALLS ESTATES**
 - D. **PLAT OF ROADWAY DEDICATION PLAT**
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



Community Development Committee Meeting Minutes

Date of Meeting: May 3, 2021 **Start Time:** 6:15 PM

Members Present:

Ald Pruitt	<input checked="" type="checkbox"/>
Ald Holmes	<input checked="" type="checkbox"/>
Ald Warden	<input checked="" type="checkbox"/>
Ald Allton	<input checked="" type="checkbox"/>
Ald James Thompson	<input checked="" type="checkbox"/>

Staff Present:

Andrew Quintanilla	<input type="checkbox"/>
Steve Thompson	<input type="checkbox"/>
Nathan Bruck	<input checked="" type="checkbox"/>

Others Present:

Mayor Jury	<input type="checkbox"/>
Ald. Puckett	<input checked="" type="checkbox"/>
Ald. Dan Jacobson	<input checked="" type="checkbox"/>
Ald. Schlensker	<input type="checkbox"/>
Ald. John Jacobson	<input type="checkbox"/>
Ald. Peterson	<input type="checkbox"/>
Ald. Allton	<input type="checkbox"/>
Gino Galluzzo	<input type="checkbox"/>

Approval of Minutes : Date: April 26, 2021

 Motion: Ald. Holmes Second: Ald. Warden Vote: 4-0

Old Business: NONE

New Business:

- A. 5615 Jensen Drive - A Variance from a 5 foot side yard setback to a requested 0 foot side**

yard setback for a new addition in the CG (Commercial General) Zoning District

Petitioner: Peter Avramopoulos

Objectors Present:

Yes

No

Motion to Approve/Deny/Lay Over: Approve **Vote:** 4-0

By: Ald. Warden

Second: Ald. Allton

Conditions: No

Notes/Petitioners:

Public Participation and Comment:

None

General Discussion: None

Adjournment:

Motion by: Ald. Warden

Second: Ald. Allton

End Time: 6:25 PM

Respectfully submitted by Alderman John Pruitt, Chairman of the Community Development Committee



**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
June 1, 2021
5:15 P.M.
Loves Park City Council Chambers**

- I. Approval of Minutes
 - A. Approval of Minutes from the May 17, 2021 meeting.
- II. Resolutions & Ordinances
 - A. Resolution authorizing the Street Department Manager to hire ArcDesign Resources for professional civil engineering services for the 2021 City Wide Street Improvement Program
 - B. Resolution authorizing the Street Department Manager to hire IMEG, 401 E. State Street, Rockford, IL 51104 to provide structural engineering services for the proposed maintenance of the Riverside Boulevard Bridge over the Rock River
 - C. Resolution appropriating ReBuild Illinois funds for the River Lane Reconstruction Project
- 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: May 17, 2021

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. D. Jacobson, Ald. Thompson,
Ald. Allton, Ald. Warden, Ald. Pruitt and Attorney Galluzzo

APPROVAL OF MINUTES: April 26, 2021
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

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

1. A resolution was decided to authorize the Street Department Manager to sign a contract with ArcDesign for the 2022 City Wide Street Improvement Program.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays
2. A resolution was decided to authorize the Street Department Manager to sign a contract with ArcDesign for River Lane Phase 2 Design and Construction Rebuild Illinois Funds Project.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:23 p.m.; seconded by Alderman Holmes
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

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



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

CIVIL SERVICE COMMISSION OF THE CITY OF LOVES PARK AGENDA

City Hall, 100 Heart Boulevard, Loves Park, IL 61111

Tuesday, June 1, 2021 at 7:30 a.m.

- I. Call to Order
- II. Public Comment
- III. Old Business
 - A. Approval of Minutes: April 29, 2021 and May 26, 2021 (*action*)
 - B. Police Clerical Testing – Approve Initial Eligibility List (*action*)
- IV. New Business
 - A. Schedule next Meeting
- V. Adjournment

* Items indicated as “closed session” may be conducted in closed session pursuant to Section 2(c)(1) of the Open Meetings Act, 5 ILCS 120/2(c)(1) or other applicable provisions of the Act.

APPLICATION FOR SPECIAL EVENT PERMIT

CITY OF LOVES PARK
ROBERT J. BURDEN, CITY CLERK
100 HEART BLVD
LOVES PARK IL 61111

APPLICATION MUST BE SUBMITTED 30 DAYS PRIOR TO THE EVENT

DATE: 5-13-21

ESTIMATED NUMBER OF ATTENDEES: 15,000 FEE: _____
30 Days (OVER 500 ATTENDEES \$250.00)

NAME OF APPLICANT: North American Midway & Entertainment

ADDRESS: 2500 W. Higgins Rd. Ste 205
Hoffman Estates IL 60169
City State Zip

PHONE NUMBER OF APPLICANT: 847-885-2100 CELL PHONE: 847-514-5178

LOCAL BUSINESS ADDRESS OF APPLICANT: _____
Street
City State Zip

FULL NAME OF LOCAL OR RESPONSIBLE AGENT: DAVID DEERY

ADDRESS: 9572 Forest Hills Rd.
Loves Park IL 61111
City State Zip

PHONE NUMBER: 815-633-1500 CELL PHONE: 815-703-0474

DATE(S) OF EVENT: June 3-5 HOURS: 12p-10p

LOCATION OF EVENT: Rockford Speedway
ADDRESS: 9572 Forest Hills Rd.

SITE PLAN SUBMITTED? YES _____ NO X SAME LAYOUT AS BEFORE
SITE PLANS ARE REQUIRED FOR ALL SPECIAL EVENT PERMIT APPLICATIONS

NUMBER OF PAVED PARKING SPACES AVAILABLE FOR THE EVENT: 1500

HAS THIS EVENT BEEN HELD BEFORE? YES _____ NO X HOW MANY YEARS? 57

IS THERE A REQUEST FOR ROAD OR LANE CLOSURE? NO

DAY OF EVENT EMERGENCY CONTACT PHONE: 815-633-1500 DAY OF EVENT EMERGENCY CONTACT CELL PHONE: 815-703-0474 DAVID DEERY

SALES TAX NUMBER (if applicable): _____

WILL ALCOHOL BE SERVED? YES _____ NO X

SECURITY PROVIDED BY (if necessary): 2P Police; in-house Security

DESCRIBE PRIMARY ACTIVITIES OF EVENT: Rockford Town Fair - Rides Games Food

[Signature]
Signature of Applicant

APPLICATION FOR SPECIAL EVENT PERMIT

CITY OF LOVES PARK
ROBERT J. BURDEN, CITY CLERK
100 HEART BLVD
LOVES PARK IL 61111

Vendor
craft
antique
Sale

APPLICATION MUST BE SUBMITTED 30 DAYS PRIOR TO THE EVENT

DATE: 5/13/21

ESTIMATED NUMBER OF ATTENDEES: _____

FEE: na
(OVER 500 ATTENDEES \$250.00)

NAME OF APPLICANT: Lisa Nolley

ADDRESS: 912 Theodore St

Loves Park ^{Street} IL 61111
City State Zip

PHONE NUMBER OF APPLICANT: _____ CELL PHONE: 815-739-8720

LOCAL BUSINESS ADDRESS OF APPLICANT: _____
Street

City _____ State _____ Zip _____

FULL NAME OF LOCAL OR RESPONSIBLE AGENT: Lisa Nolley

ADDRESS: _____
Street

City _____ State _____ Zip _____

PHONE NUMBER: _____ CELL PHONE: 815-739-8720

DATE(S) OF EVENT: July 17, 2021 HOURS: 10am-2pm

LOCATION OF EVENT: WINDSOR ROAD LOT

ADDRESS: 1028 WINDSOR ROAD, LP (Grassy Lot)

SITE PLAN SUBMITTED? YES _____ NO _____
SITE PLANS ARE REQUIRED FOR ALL SPECIAL EVENT PERMIT APPLICATIONS

NUMBER OF PAVED PARKING SPACES AVAILABLE FOR THE EVENT: _____

HAS THIS EVENT BEEN HELD BEFORE? YES _____ NO HOW MANY YEARS? _____

IS THERE A REQUEST FOR ROAD OR LANE CLOSURE? NO

DAY OF EVENT EMERGENCY CONTACT PHONE: 815-739-8720 DAY OF EVENT EMERGENCY CONTACT CELL PHONE: _____

SALES TAX NUMBER (if applicable): _____ na

WILL ALCOHOL BE SERVED? YES _____ NO

SECURITY PROVIDED BY (if necessary): na

DESCRIBE PRIMARY ACTIVITIES OF EVENT: selling antiques, crafts, home business products (ex: essential oils)

Lisa Nolley
Signature of Applicant

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: June 1, 2021

Resolved by the adoption of this Resolution, ReBuild Illinois funds in an amount not to exceed one million, fifty four thousand, two hundred and eighty seven dollars and twenty cents (\$1,054,287.20) are hereby appropriated for the purpose of Phase 1 of the River Lane Reconstruction Project

Funds are hereby appropriated and shall be drawn from Account No. 05-00-5135 (ReBuild IL - River Lane Reconstruction)

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:

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: June 1, 2021

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to hire IMEG, 401 E. State Street, Rockford, IL 61104 to provide structural engineering services for the proposed maintenance of the Riverside Boulevard Bridge over the Rock River. The cost for services performed shall not exceed twenty one thousand eight hundred dollars (\$21,800.00). The scope of work is defined on the attached "Agreement for Services". Funds shall be drawn from Account No. 01-11-8170 (Bridges & Repairs).

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:



May 12, 2021

Mr. Shannon Messinger
City of Loves Park
810 Lawn Drive
Loves Park, Illinois 61111

RE: Proposal for Engineering Services
Riverside Blvd Bridge over Rock River - Maintenance Design and Future Planning
Loves Park, IL

Dear Shannon:

Thank you for the opportunity to submit a Proposal to provide structural engineering services for the proposed maintenance of the Riverside Boulevard Bridge over the Rock River. We understand the scope of work is as follows:

DESIGN PHASE SERVICES

1. Design of structural engineering services including:
 - a. Performing Topographic Survey of the existing bridge structure
 - b. Mapping survey data to produce an AutoCAD drawing file for use by structural engineering designers.
 - c. Performing Structural Engineering services, including:
 - 1) Review existing plans prepared by McClure Engineering in 2002.
 - 2) Research Joint Alternatives
 - 3) Review IDOT Standards
 - 4) Structural Engineering Calculations
 - 5) Prepare General Plan & Elevation (GP&E) Drawing
 - 6) Prepare Superstructure Detail Drawing
 - 7) Prepare Expansion Joint Detail Drawing
 - 8) Prepare Steel Drainage Scupper Detail drawing
 - 9) Prepare Standard Detail drawing
 - 10) Address City/IDOT Review comments
2. Preparing contract documents that are suitable for pricing and construction purposes.
3. Preparing an opinion of probable construction cost for proposed bridge maintenance items. Note that IMEG has no control over 1) the cost of labor, material, or equipment;

- 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.
4. Project design meetings:
 - a. Attend approximately 2 design coordination meetings.
 5. Prepare a 3-5 Year Bridge Maintenance Plan Report
 - a. Plan will outline and describe all recommended bridge maintenance and repair items such as deck patching, bearing replacements, painting, etc.
 - b. The Bridge Maintenance Report will include a Table that identifies the item needing to be addressed, the year it will need to be addressed and the estimated construction cost to make the repairs.
 - c. The report will also include a Structural Engineer's opinion on the estimated timeframe for the eventual replacement of the structure, which will allow the City to plan accordingly.

ASSUMPTIONS

1. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
2. Identification, testing, and/or removal of hazardous materials will be by others.
3. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
4. The Owner will distribute bidding documents and prepare and administer the contract for construction.



COMPENSATION

We propose to provide the services described above for the fixed fees listed below:

1.	Topographic Survey	\$ 3,390.00
2.	Structural Engineering Plans for Bridge Maintenance and 3-5 Year Bridge Maintenance Plan & Report	\$17,630.00
3.	Opinion of Probable Construction Cost	\$ 780.00
4.	TOTAL STRUCTURAL ENGINEERING FEES	\$21,800.00

PROJECT EXPENSES

The following direct expenses are included in the above fee:

1. Reproduction costs.
2. Travel expenses (mileage and other out of pocket expenses).

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Mechanical, electrical, or technology design of any kind.
3. Geotechnical services.
4. Assistance with grants and other related funding applications.
5. Bidding phase services.
6. Construction phase services.
7. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
8. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.



GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer. We will begin our services following acceptance of this Proposal for Engineering Services.

We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

Sincerely,
IMEG CORP.



Mark R. Rice, PE
Project Executive
Mark.R.Rice@imegcorp.com

MRR/tsg

[\\files\Corporate\Teams\CRFCC05\MARKETING-PROPOSALS\Clients\City of Loves Park\2021 Riverside Blvd Bridge over Rock River Maint\20210512 ProAGR Riverside Blvd Bridge Maintenance Design.doc](file:///C:/Users/MarkR/OneDrive/Corporate/Teams/CRFCC05/MARKETING-PROPOSALS/Clients/City of Loves Park/2021 Riverside Blvd Bridge over Rock River Maint/20210512 ProAGR Riverside Blvd Bridge Maintenance Design.doc)

CITY OF LOVES PARK

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subcontractors, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission



of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG promptly shall notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by Engineer and Client.

IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
 - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;



- 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





2021 STANDARD HOURLY RATES
(rates adjusted annually)

Client Executive / Market Director	\$230
Project Executive	\$190
<hr/>	
Senior Civil Engineering Specialist	\$185
Senior Civil Engineer III	\$170
Senior Civil Engineer II	\$150
Senior Civil Engineer	\$140
Civil Project Engineer II	\$135
Civil Project Engineer	\$120
Civil Engineer	\$115
<hr/>	
Senior Civil Technical Specialist	\$150
Senior Civil Designer III	\$135
Senior Civil Designer II	\$130
Senior Civil Designer	\$120
Civil Project Designer II	\$110
Civil Project Designer	\$105
Civil Designer IV	\$100
Civil Designer III	\$95
Civil Designer II	\$90
Civil Designer	\$85
Design Technician II	\$75
Design Technician	\$65
<hr/>	
Land Surveyor III	\$150
Land Surveyor II	\$125
Land Surveyor I	\$110
Senior Survey Technician	\$100
Survey Technician III	\$90
Survey Technician II	\$75
Survey Technician I	\$65
<hr/>	
Construction Manager	\$130
Senior Construction Administrator	\$125
Construction Administrator	\$120
Senior Field Technician	\$115
Field Technician IV	\$95
Field Technician III	\$90
Field Technician II	\$80
Field Technician I	\$75
Administrative Assistant	\$75

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: June 1, 2021

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to hire ArcDesign Resources, 5291 Zenith Parkway, Loves Park, IL 61111 for professional civil engineering services for the 2021 City Wide Street Improvement Program at a cost not to exceed Twenty-one Thousand Dollars (\$21,000.00). The scope of work is defined on the attached "Agreement for Services"

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

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson – Vice Chairman

A. Marie Holmes – Alderman

Attest: Robert J. Burden, City Clerk

Mark Peterson – Alderman

Motion:

Second:

Voting:

May 12, 2021

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

**Re: Civil Engineering Services
2021 City Wide Street
Improvement Program**

Dear Mr. Messinger,

Thank you for including Arc Design Resources with your 2021 City Wide Street Improvement Program. As we discussed at the meeting last week at City Hall, the new guidance from IDOT dictates that any side street work has to be excluded from the River Lane project because of their rules. Therefore, we intend to pull the remaining side street work from River Lane with this next round of revisions and generate a separate project for bidding and construction this summer. All our prior contracts for the side street work were closed earlier this year and remaining funds returned to the City. Therefore, we are requesting approval of a new Not To Exceed contract amount to cover this additional work. We are pleased to offer the following scope of services:

Construction Documents

- Remove all side street work from River Lane project prior to resubmittal to IDOT.
- Generate new separate plan set for side streets and other City overlay work for 2021
- Update quantities and Engineer's opinion of Cost for all areas. Breakout into alternates can be included as directed.
- 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

Much of the design work has been done previously in 2019 and 2020. The separation from River Lane project and revisions needed, along with a new set of bid documents and manual is required for design work. For construction administration, we propose a budget amount of \$1 per foot of improvement, as has been our historic cost for the City-Wide street program over the past several years. The total length of streets is :

Construction Documents:	\$10,000
Construction Administration:	\$11,000

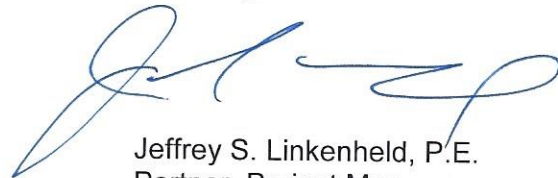
Additional Scope Items:

The following additional services 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:

- 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 \$200.00 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 12th day of May 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 2021 City-Wide Street Improvement Program.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated May 12, 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 May 12, 2021
Client City of Loves Park
Project Civil Engineering Services 2021 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.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE
LOCATED AT 6217 NORTH SECOND STREET PURSUANT TO CHAPTER 6,
SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK,
ILLINOIS**

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

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

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Parth Enterprise, Inc. (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 6217 North Second Street, Loves Park, Illinois, 61111; and

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

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

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 4291 PERRYVILLE ROAD PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

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

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

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to S & M Associates, Inc. (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 4291 Perryville Road, Loves Park, Illinois, 61111; and

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

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

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “D” LIQUOR LICENSE AT 411 EAST RIVERSIDE BOULEVARD PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

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

WHEREAS, a Class “D” liquor license authorizes the retail sale on the premises specified, of Beer and Wine for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, the City now desires to approve the issuance of a Class “D” liquor license to It’s A Wing Thing, Inc. (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 411 East Riverside Boulevard, Loves Park, Illinois, 61111; and

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

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

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “D” LIQUOR LICENSE AT 5905 NORTH SECOND STREET PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

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

WHEREAS, a Class “D” liquor license authorizes the retail sale on the premises specified, of Beer and Wine for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, the City now desires to approve the issuance of a Class “D” liquor license to Jay Chehar Krupa, Corporation (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 5905 North Second Street, Loves Park, Illinois, 61111; and

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

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

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.