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LOVES PARK CITY COUNCIL AGENDA
TUESDAY, SEPTEMBER 7, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

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

- III. ROLL CALL**

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

- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**
 - 1. Presentation of a Proclamation to Peggy Mangiaforte of Daughters of American Revolution for "Constitution Week".**
 - 2. Presentation of a Proclamation to Dr. Belinson, of Vietnam2Now for "POW/MIA Recognition Day".**

- VI. APPROVE PAYMENT OF BILLS**

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

- VIII. COMMITTEE REPORTS**
 - 1. Finance and Administration/J. 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 City of Loves Park to enter into a Redevelopment Agreement with Michael and Kelli Hobel, Don's Appliance Service, relating to property located within the North Second Street TIF Redevelopment Project Area.**

XII. ORDINANCES 2ND READING

- 1. Ordinance approving a Class A Liquor License for the property known as 2189 Windsor Road.**
- 2. Ordinance approving a Class A Liquor License for the property known as 1957 Harlem Road.**

XIII. ORDINANCES 1ST READING

- 1. Ordinance providing for a Special Use Permit for the property known as 5870 E. Riverside Blvd.**
- 2. Ordinance providing for a Variance for the property known as 4802 Illinois Street.**

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, August 30, 2021

City Hall Council Chambers

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

City Treasurer John Danielson opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 08/23/21 The Journal of Proceedings for the regular meeting of August 23, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Allton. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson)
2. Tree-Trimming Schedule Received a notice of a tree-trimming schedule from Commonwealth Edison. Placed on file.
3. Commerce Commission Hearing Received a notice from the Illinois Commerce Commission of a hearing regarding Northern Illinois Gas Company, to be held September 14, 2021, in the offices of the Commission, Chicago, IL. Placed on file.
4. Committee Of The Whole Clerk Burden presented the minutes of the Committee of the Whole meeting of the Loves Park City Council held Monday, August 23, 2021.
5. Committee Of The Whole Minutes Approved Alderman Schlensker moved to approve the minutes of the Committee of the Whole meeting held August 23, 2021. Second by Alderman Pruitt. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson)
6. Disc Golf Course Grand Opening Mayor Jury announced that a grand opening will be held at Shorewood Park for the new Disc Golf Course on Wednesday, September 1, 2021 at 4:00 p.m., and everyone is invited to attend.
7. Clark Mosquito Spraying Mayor Jury reported that Clarke Mosquito will be spraying a final time on Tuesday, August 31, 2021 after 9:00 p.m.
8. General Fund Bills Alderman John Jacobson presented the General Fund and all other bills dated August 23, 2021 in the amount of \$129,399.55, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson)
9. Water Department Bills Alderman John Jacobson presented the Water Department bills dated August 23, 2021 in the amount of \$37,310.72, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson)

10. Public Safety Report Alderman Allton presented the Police Department Report dated August 30, 2021; Fire Department Report dated August 30, 2021, to be placed on file.
11. Public Works Report Alderman Schlensker presented the Street Department Report dated August 30, 2021; presented the Water Department Report for August 30, 2021, to be placed on file.
12. Finance and Administration Committee Alderman John Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated August 30, 2021 in the amount of \$122,283.32, for consideration at next week's city council meeting; presented the minutes from the committee meeting held August 23, 2021, to be placed on file.
13. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated August 30, 2021 in the amount of \$49,778.87, for consideration at next week's city council meeting; presented the minutes from the committee meeting held August 23, 2021, to be placed on file.
14. Bid Awarded To Curran Contracting Company For Asphalt-Paving Repairs Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, sealed bids having been received and opened, Curran Contracting Company, 286 Memorial Court, Crystal Lake, IL 60014, is hereby awarded a contract to perform asphalt-paving repairs on local roads as per their low bid. The contract amount shall be based on a unit price of forty-five dollars (\$45.00) for 3" patches per square yard and ninety-five dollars (\$95.00) for 6" patches per square yard. Total cost for repairs shall not exceed seventy thousand dollars (\$70,000.00). Funds shall be taken from Water Works Account No. 31-51-4160 (Water mains & Restorations) and from Account No. 01-11-8035 (Road Repairs and Infrastructure). Second by Alderman Holmes. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson)
RESOLUTION NO. 21-076
15. Bid Awarded To Midwest Well Services For New Well No. 7 Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, the Water Department Manager is authorized to hire Midwest Well Services, Inc. DBS: Municipal Well & Pump, 1212 Storbeck Drive, Waupun, WI 53963, to drill a new final production well, to be known as Well No. 7 at 930 Windsor Road for the cost of \$299,560.00. Funds shall be drawn from Account No. 31-00-1991 (Well No. 7 Capital Project). Second by Alderman Holmes. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson)
RESOLUTION NO. 21-077
16. 1st Reading
Class A Liquor License For 2189 Windsor Road Alderman Warden presented for first reading an ordinance approving a Class A Liquor License for the property known as 2189 Windsor Road, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) Laid over
17. 1st Reading
Class A Liquor License For 1957 Harlem Road Alderman Warden presented for first reading an ordinance approving a Class A Liquor License for the property known as 1957 Harlem Road, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) Laid over

18. Adjourn Alderman Schlensker moved that the meeting be adjourned. Second by Alderman John Jacobson. Motion carried by voice vote. The meeting was adjourned at 6:14 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.



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

PROCLAMATION

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule of law; and

WHEREAS, September 17, 2021 marks the two hundred thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as "Constitution Week"; and

WHEREAS, it is fitting to give official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this historical event.

NOW, THEREFORE, I, Gregory R. Jury, as Mayor of the City of Loves Park, do hereby proclaim the week of September 17th through September 23rd, 2021 to be:

"CONSTITUTION WEEK"

in the City of Loves Park and urge all citizens to reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Loves Park to be affixed this 7th day of September, 2021.



Mayor Gregory R. Jury

Attest: Robert J. Burden, City Clerk



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

Proclamation

WHEREAS, in an effort to honor the sacrifices of American service members who suffered, or still suffer in captivity while on active duty as Prisoners Of War, or who were or remain Missing In Action, the President now signs a proclamation each year designating the third Friday of September as the day of recognition and remembrance. The United States National POW/MIA recognition day is observed across the nation; and

WHEREAS, many ceremonies are now held around the nation on military installations, state capitals, at schools and civic organizations, to ensure that America remembers its responsibility to stand behind those who serve our nation, and do everything possible to account for those who do not return; and

WHEREAS, marking the 26th year, the Rockford Charter Chapter Vietnam2Now invites everyone to watch its annual POW/MIA Candlelight Remembrance Ceremony: Friday, September 17th, 2021 which will be broadcast at 7:00 pm. on Public Access Channels; and

WHEREAS, on this day, we encourage every resident in Loves Park to honor returned U.S. POWs and all Americans still captured, unaccounted for and missing in action.

NOW, THEREFORE, I, Gregory R. Jury, Mayor of Loves Park, do hereby proclaim Friday, September 17, 2021 as:

POW/MIA Recognition Day

throughout the City of Loves Park, and commend this observance to all of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Loves Park to be affixed this 7th day of September, 2021.

Mayor Gregory R. Jury

ATTEST: Robert J. Burden, City Clerk



LOVES PARK **POLICE**

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

To: Alderman Doug Allton
From: Chief Charles Lynde
Date: 09/07/2021
Subject: Police Activity Report

Police activity report for the week of 08/22/2021 through 08/28/2021

Calls for Service	508
Total Number of Arrests	157
Accidents	12

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 8/31/2021 1:44:44 PM



Incident Statistics

Zone(s): All Zones | Start Date: 08/24/2021 | End Date: 08/30/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		56	
FIRE		17	
TOTAL		73	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$10,200.00		\$10,200.00	
CO CHECKS			
736 - CO detector activation due to malfunction		1	
TOTAL		1	
MUTUAL AID			
Aid Type		Total	
Aid Given		2	
Aid Received		16	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
34		46.58	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #2	0:06:48	0:06:37	
AVERAGE FOR ALL CALLS		0:06:27	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #2	0:01:36	0:02:50	
AVERAGE FOR ALL CALLS		0:01:29	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		24:01	

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 August 27, 2021 thru September 3, 2021

Previous week's activity:

1. Finished curb/sidewalk repairs from water dept dig jobs.
2. Start sidewalk and catch basin repair/ replacement east of N2nd.
3. Trimmed or removed trees around bridges on John Elm and Walker.
4. Continued mowing.

Proposed work:

1. Continue sidewalk / catch basin repairs east of N2nd.
2. Finish mowing country roads.
3. Continue mowing.
4. Repair and replace flags at City Hall.
5. Cold patch as needed.

Loves Park Water Department

Weekly Activity Report

Submitted by: Drew Armstrong
Distribution Lead

Week of 8/23/21-8/27/21

Weekly Distribution Report:

Field maintenance

Scheduled appointments

Julies

Meter exchanges

Hydrant maintenance

Rebuilt hydrant at McFarland and Thomas

Dug and repaired services at 618 Sheridan Drive and 304 Merrill Avenue for MEX program.

New meters and ERT's have been installed

Week of 8/30/21-9/3/21: Tentative week outlook

Field maintenance

Scheduled appointments

Julies

Meter exchanges

Hydrant maintenance

Rebuild (1) hydrant hit by motor vehicle (pending arrival of parts)

Dig 607 Frances Avenue & 626 Lawn Drive services for meter exchange program

Dig to expose utility at walker and River Lane

Replumbs with Helm

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
TUESDAY, SEPTEMBER 7, 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 City of Loves Park to enter into a Redevelopment Agreement with Michael and Kelli Hobel, Don's Appliance Service, relating to property located within the North Second Street TIF Redevelopment Project Area.
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: August 30, 2021

CALLED TO ORDER: 5:40 P.M.

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

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

MINUTES APPROVAL: August 23, 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.
3. General Discussion.
4. Adjournment.

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

Adjournment: 5:41 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO:

COMMITTEE: Finance and Administration

DATE: _____, 2021

Resolved, by the adoption of this Resolution,

That the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with Michael and Kelli Hobel, Don's Appliance Service, ("Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement.

MOTION:

SECOND:

Finance and Administration Committee:

Alderman John Jacobson, Chairman

Alderman Mark Peterson

Alderman John Pruitt

Alderman Jim Puckett

Mayor Gregory Jury

ATTEST – Clerk Robert Burden

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of this ____ day of September 2021 is made by and between the City of Loves Park, an Illinois municipal corporation, (“City”) and Michael and Kelli Hobel, Don’s Appliance Service, (“Developer”). All capitalized terms are defined herein or otherwise have such definition as set forth in the Tax increment Allocation Redevelopment Act, 65 ILCS 5/11 -74.4 *et seq*, as amended, (the “Act”).

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I

INCORPORATION OF RECITALS

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

SECTION II
REPRESENTATIONS AND WARRANTIES

- 2.1 **Representations and Warranties of Developer**, to induce City to execute this Agreement and perform the obligations of City hereunder, Developer hereby represents and warrants to the City as follows:
- (a) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer; and
 - (b) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer is a party to or may be bound under; and
 - (c) The Parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.
- 2.2 **Survival of Representations and Warranties**, Developer agrees that all its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive during the term of this Agreement and after the expiration of the term of this Agreement.

SECTION III
TAX INCREMENT FINANCING ("TIF")

- 3.1 **Tax Increment Financing of Redevelopment Project Costs**, Developer has represented to the City that, but for the financial assistance of TIF, the Developer Project (hereinafter defined) would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act would be a source of funding for the Developer Project which would make the Developer Project economically viable.
- 3.2 **Available Tax Increment**, The City shall make payment to the Developer for the reimbursement of fifty percent (50%) of the costs incurred for the following eligible improvements for the Developer Property, not to exceed six thousand dollars (\$6,000.00): (1) Parking lot resurfacing, (2) New Awning. The project must be completed no later than December 31, 2021.
- 3.3 **Timing of Payments**, Payments to Developer as required under Section 3.2 of this Agreement shall be made once the Developer Project is completed and Developer has notified the City and submitted sufficient evidence for the City to determine the costs were actually incurred and paid by Developer and that the costs are eligible reimbursable project costs pursuant to the Act. "Sufficient evidence" is defined as legible copies of invoices from vendors that indicate a cost was actually incurred and which provide the City with sufficient detail to identify the nature of the work performed in order to determine eligibility for reimbursement from TIF funds and

copies of canceled checks or other forms of proof that the incurred costs were actually paid in full by the Developer. Any liens on the property for non-payment of a vendor completing items (1) and (2) in Section 3.2 shall be considered prima facie evidence of non-payment and Developer shall not be eligible to receive the 50% reimbursement until such time as the vendor is paid in full and the lien released.

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

SECTION IV COMPLIANCE WITH LAW

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

SECTION V

DEFAULT REMEDIES

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

SECTION VI
GENERAL

- 6.1 **Drafter Bias**, The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of whom are represented by independent counsel and that this Agreement is a result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the Parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.
- 6.2 **Partnership not intended nor Created**, Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.
- 6.3 **Entirety and Binding Effect**, This document represents the entirety of the Agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.
- 6.4 **Survival of Provisions**, If any of the provisions of this Agreement are determined to be invalid pursuant to any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however the remainder of this instrument and any other application of such provision shall not be affected thereby.
- 6.5 **Use of Headings**, The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.
- 6.6 **Amendments and Modifications**, Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.
- 6.7 **Defaults**, Subject to the provisions of Paragraph 6.8, in the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that each Party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.
- 6.8 **Indemnification**, Developer agrees to indemnify and hold the City and its officers, elected and appointed, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the failure of the Developer to comply with this Agreement.

6.9 **Notices**, All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

Michael and Kelli Hobel, Don's Appliance Service
Attn: Michael and Kelli Hobel
5517 North Second Street
Loves Park, IL. 61111

To the City:

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

With copy to:

Allen Galluzzo Hevrin Leake, LLC.
Attn: Gino Galluzzo
6735 Vistagreen Way, Suite 110
Rockford, Il. 61107

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

6.10 **Counterparts**, This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

6.11 **Construction**, This Agreement shall be subject to and construed under the laws of the State of Illinois and the exclusive venue for any action involving this Agreement shall be the Circuit Court of Winnebago County, Illinois.

6.12 **Previous Agreement**, The foregoing is the Agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiation between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void.

SIGNATURE PAGE FOLLOWS

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

**Michael and Kelli Hobel
Don's Appliance Service**

City of Loves Park, Illinois Municipal

By: _____

By: _____

Its: Mayor

ATTEST:

By: _____

Its: City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

BURCHFIELD GARDENS PT S1/2 SEC 6-44-2 LOTS 2 & 3 BLK 9, commonly known as: 5535 North Second Street, Loves Park, IL. 61111

Property Identification Number: 12-06-354-031



5095 Irene Rd. Belvidere, IL. 61008

815•547•5061

belrockinc.com



• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

Date: Friday, June 25, 2021

Proposal # 2021-0919

Submitted To: Kelly Don's Appliance 5517 N. 2nd St. Loves Park, IL 61111 Contact Information: Phone: (815) 877-2553 Mobile: E-mail: DonsAppliance@aol.com

Site Description: # S132642 Don's Appliance-Parking Lot 5517 N. 2nd St. Loves Park, IL 61111 Site Contact: Site Phone: Site Email:

Prepared By: Mike Keller Contact Information: Mobile: Office: (815) 547-5061 E-mail: Project Manager: Mobile: Email:

Table with 4 columns: Qty, Proposed Service(s) & Description(s), Depth, and Price. It contains two rows of service descriptions for asphalt paving and overlay work.



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• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

PAYMENT TERMS 50% Down, Balance Upon Completion

Project Total **\$10,269.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Refer to warranty for all maintenance & warrant issues. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Balance of payment for work is expected in-full immediately upon completion of work unless otherwise agreed in advance. In the event of the failure to make payments of any sums due or owing, the undersigned agrees to pay all collection costs incurred as a result of such, including reasonable attorney fees and court costs and does further agree to pay interest on all sums due in the amount of 2% per month, 24% per annum on any outstanding balance. Any action filed by either party regarding the terms and provisions of this Agreement shall be filed in the Seventeenth Judicial Circuit, County of Boone and the State of Illinois.

If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail. However, the homeowner must pay the contractor for the work completed.

BelRock Asphalt Paving, Inc. cannot be responsible for damage done to existing asphalt or concrete if job requires equipment to travel over these areas.

By Signing this Proposal I acknowledge:

1.) Acceptance of Proposal 2021-0919- The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

2.) I, the owner, have received from BelRock Asphalt Paving Inc. a copy of the pamphlet entitled "Home Repair: Know Your Consumer Rights." I have also read and understand the attachment "How to Care for Your New Asphalt/Concrete Pavement."

Original Copy must be MAILED IN.

Please make checks payable to: BelRock Asphalt Paving Inc. Pavement Consultant Mike Keller

Mike Keller

Accepted Authorized Signature

Date



5095 Irene Rd. Belvidere, IL. 61008

815•547•5061

belrockinc.com



• Residential / Commercial Asphalt Paving • Sealcoating • Snow Removal

• Asphalt Construction & Maintenance • Demolition • Concrete

BelRock Asphalt Paving Inc. Terms & Conditions

BelRock Asphalt Paving Inc will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give BelRock Asphalt Paving Inc advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold BelRock Asphalt Paving Inc harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

This proposal includes 1 mobilization(s) onto the job for each phase of the work (i.e. Grading, paving, etc.). IF BelRock Asphalt Paving Inc is required to mobilize more than 1 time(s) per job phase due to the acts or omissions of Owner/Contractor, the charge for such additional mobilizations shall be \$1,500.00 per mobilization.

Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If BelRock Asphalt Paving Inc is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to BelRock Asphalt Paving Inc commencing any of the Work before any others have completed their work.

In order to meet any agreed upon completion date, BelRock Asphalt Paving Inc must receive a 10-day advance notice to proceed plus the total number of working days required to complete the work under normal conditions.

Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay BelRock Asphalt Paving Inc an extra charge over and above the contract price for performance of the requested change order.

Prior to BelRock Asphalt Paving Inc beginning Work under this agreement, Owner/Contractor shall provide evidence to BelRock Asphalt Paving Inc that Owner/Contractor has made financial arrangements acceptable to BelRock Asphalt Paving Inc to fulfill its obligations under this agreement.

Owner/Contractor shall provide BelRock Asphalt Paving Inc. with a signed copy of BelRock Asphalt Paving Inc's credit application once this proposal is accepted. The credit application must be completely filled out. All information gathered in the credit process will be kept in strict confidence.

Owner/Contractor shall provide BelRock Asphalt Paving Inc with a legal description, project address and count of work prior to agreement and processing of contract documents. This information has the sole purpose for use in the event of necessary collection measures and processing of lien documentation.

If any other agreement is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

BelRock Asphalt Paving Inc reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If Owner/Contractor directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the Work as to satisfactory surface drainage. BelRock Asphalt Paving Inc is not responsible for the redesigning of plan grades to establish a minimum of 1% drainage.

No materials will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade shall be furnished to BelRock Asphalt Paving Inc as a condition precedent to any performance of any Work required under this agreement. All sub grade must be rough graded by Owner/Contractor to within +/- 0.10.

When resurfacing concrete, brick or asphalt pavements BelRock Asphalt Paving Inc is not responsible for the reproduction of cracks or expansion joints which may occur.

If during the course of construction activities, BelRock Asphalt Paving Inc is required to travel across existing concrete or asphalt pavements, BelRock Asphalt Paving Inc is not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.

Owner/Contractor, at its sole expense, shall comply and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

If any amount due under this contract is not paid when due, referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or actions shall be necessary, Owner/Contractor agrees to pay for all attorney's fees, costs and expenses incurred by BelRock Asphalt Paving Inc in connection with collection that month. Any legal action with respect to this Proposal shall be brought in the Circuit court of Boone County, Illinois and the parties agree to submit to venue in Boone County, Illinois.

BelRock Asphalt Paving Inc proposes to furnish material and labor – complete in accordance with above specifications and prices. BelRock Asphalt Paving Inc is entitled to final payment upon substantial completion of the Work required herein. Terms of payment shall be net 30 days from date of invoice. A 1.5% per month service charge shall be charged for all outstanding balances.

If for any reason beyond BelRock Asphalt Paving Inc's control, the Work cannot be completed by scheduled completion date, BelRock Asphalt Paving Inc reserves the right to adjust the terms of this agreement.

Prior to commencement of work, BelRock Asphalt Paving Inc project management staff will communicate with owner's agent or management and agree to project schedule for each phase. This will include joint project communication with respect to safety, traffic control, anticipated schedule, pre-construction meetings via direct contact, phone communication and written documentation.

Prior to acceptance of working agreement, due to rising material costs, any additional increase in material pricing between date of proposal and the starting date of construction is subject to an escalation clause. This escalation clause obligates the owner/general contractor to pay for any cost increases including taxes and 10% markup on material.

Acceptance: _____



• Residential / Commercial
Asphalt Paving

• Sealcoating
• Snow Removal

• Asphalt Construction
& Maintenance

• Demolition
• Concrete

How to Care for Your New Asphalt Pavement

First, we would like to thank you for entrusting BelRock Asphalt Paving Inc. with your asphalt driveway. We know you had several companies to choose from and we appreciate your confidence in our service. The following information includes care and maintenance items to assist you in keeping your driveway in good shape for many years to come. If you have any questions, please do not hesitate to call on us anytime.

The First 14 Days Are Crucial

The first 14 days of your new driveway are the most critical times, because it is a time when the driveway is most vulnerable.

- Do not drive on your new driveway for 3-5 days
- Wait up to 14 days before parking on your new driveway. And when you do, only park on it during the cool part of the day

Driveway Care 90 – 120 Days

Asphalt has a 90 – 120 day curing process. Special consideration must be used during this period and during the entire first season with your new driveway.

- Do not park on asphalt during the hot part of the day.
- Do not turn steering wheel when the car is stopped.
- Keep motorcycle, bike stands, boat jacks and other sharp objects off the surface.
- Plywood can be used under tires for campers and boats that are parked there for long periods. This helps disperse the weight of the tires. Although if possible, try not to park heavy objects on the driveway for long periods of time during this first season.

The Appearance of Your New Asphalt Surface Will Vary

In all driveways, there are certain areas that require hand raking. In these areas, the appearance of your driveway is slightly different. Additionally, in some areas small stones or aggregate used in the mix will appear towards the surface---this is normal. This aggregate provides strength to the driveway, giving it a longer life.

Cracks:

Cracks may appear due to movement in the base and/or subsoil during a freeze or thaw cycle. Movement can also result from water seeping under the driveway. Water seepage can be due to landscape design, too much rain or over-watering. In Illinois, cracking is unavoidable---keeping the cracks filled and your driveway seal coated will help keep your driveway in good condition.

Protecting the Edges:

The edges are the weakest part of your driveway due to the lack of side support. Avoid driving on the edges since they will crack and crumble over time. We suggest building up the sides of your driveway with topsoil to approximately one inch from the top of the driveway, to allow room for sod growth and water drainage. This will support the edges and enhance the appearance after the grass is grown.

Weeds & Grass Growing Through the Cracks in the Driveway:

Vegetation, such as weeds and grass can push through asphalt. In most cases you can use a spot killer to remedy the situation. Sometimes, large plants or trees located near the edge of the driveway will push through. You will probably want to remove the plant for a long-term solution. If a tree root pushes through, assuming you want to keep the tree, the only remedy is to fill the cracks every year.

When to Apply the First Seal Coat:

Using a quality seal coat will increase the life and appearance of your driveway. Seal coating your driveway will lock in the existing oils to keep the asphalt flexible, which reduces cracking. It is very important that you use only quality seal coat. We recommend that you seal coat your driveway after the first 6 months, then once a year after that. We give a 10% discount if you choose to have us seal coat your new driveway the following year after we install it.

For a Driveway Paving in the Fall:

For those driveways paved in the fall, please note the curing process for asphalt goes dormant during the winter and starts again in the spring. Be sure to consider this fact when calculating the cure date of your new asphalt driveway.

Again, thanks for choosing BelRock Asphalt Paving Inc. and do not hesitate to call us with any questions.



As you plan for your home repair or improvement project, it is important to ask the right questions in order to protect your investment. The tips in this fact sheet should allow you to protect yourself and minimize the possibility that a misunderstanding may occur.

If you think you have been defrauded by a contractor or have any questions, please bring your concerns to the attention of your state's attorney or the Illinois Attorney General's Office.

Consumer Fraud Hotlines

Springfield	Chicago	Carbondale
1-800-243-0618	1-800-386-5438	1-800-243-0607
TTY: 1-877-844-5461	TTY: 1-800-964-3013	

www.IllinoisAttorneyGeneral.gov

CONTRACT TIPS

1. Get all estimates in writing.
2. Do not be induced into signing a contract by high-pressure sales tactics.
3. Never sign a contract with blank spaces or one you do not fully understand. If you are taking out a loan to finance the work, do not sign the contract before your lender approves the loan.
4. You have three business days from the time you sign your contract to cancel any contract if the sale is made at your home. Homeowners age 65 or older have up to 15 business days if they signed a contract with an uninvited solicitor in the home. The contractor cannot deprive you of this right by initiating work, selling your contract to a lender or any other tactic. If you are planning to file a claim with your insurance company to pay for the work, you may cancel the contract in one of two ways, whichever occurs first: (1) within five business days after receiving written notice from the insurance company denying your claim; or (2) within 30 days after you sent a claim to the insurance company.
5. If the contractor does business under a name other than the contractor's real name, the business must either be incorporated or registered under the Assumed Business Name Act. Check with the Secretary of State to see if the business is incorporated or with the county clerk to see if the business has registered under the Act.
6. Homeowners should check with local and county units of government to determine if permits or inspections are required.
7. Determine whether the contractor will guarantee his or her work and products.
8. Determine whether the contractor has the proper insurance.
9. Do not sign a certificate of completion or make final payment until the work is done to your satisfaction.
10. Ask for lien waivers for any and all subcontractors.

Protect Yourself with Lien Waivers for all Subcontractors

Before you pay your contractor, understand that the Mechanics Lien Act requires that you shall request and the contractor shall give you a signed and notarized written statement (known as a "Sworn Statement") that lists all the persons or companies your contractor hired to work on your home, their addresses along with the amounts about to be paid, and the total amount owed after the payment to those persons or companies.

Suppliers and subcontractors have a right to file a lien against your home if they do not get paid for their labor or materials. To protect yourself against liens, you should demand that your contractor provide you with a Sworn Statement before you pay the contractor.

You should also obtain lien waivers from all contractors and subcontractors if appropriate. You should consult with an attorney to learn more about your rights and obligations under the Mechanics Lien Act.*

*Disclaimer: The contents of this paragraph are required to be placed in the pamphlet for consumer guidance and information only. The contents of this paragraph are not substantive enforceable provisions of the Home Repair and Remodeling Act and are not intended to affect the substantive law of the Mechanics Lien Act.



Consumer Rights Acknowledgement Form

HOMEOWNER: Keep This Part And The Pamphlet

I, the homeowner, have received from the contractor a copy of the document titled "Home Repair: Know Your Consumer Rights."

Signature (Homeowner) Date

Signature (Contractor or Representative) Date

Name of Contractor's Business

Address of Contractor's Business

Consumer Rights Acknowledgement Form

CONTRACTOR: Keep This Part Only

I, the contractor, have given the homeowner a copy of the document titled "Home Repair: Know Your Consumer Rights."

Signature (Homeowner) Date

Signature (Contractor or Representative) Date

Name of Contractor's Business

Address of Contractor's Business

BASIC TERMS TO BE INCLUDED IN A CONTRACT

- Contractor's full name, address and telephone number. Illinois law requires that those selling home repair and improvement services provide their customers with notice of any change to their business name or address that comes about prior to the agreed dates for beginning or completing the work.
- Description of the work to be performed.
- Starting and estimated completion dates.
- Total cost of work to be performed.
- Schedule and method of payment, including down payment, subsequent payments and final payment.
- Provision stating the grounds for termination of the contract by either party. However, the homeowner must pay the contractor for work completed. If the contractor fails to commence or complete work within the contracted time period, the homeowner may cancel and may be entitled to a refund of any down payment or other payments made towards the work upon written demand by certified mail.
- Illinois law also requires contractors who offer roofing work to include their Illinois state roofing license name and number on contracts and bids.
- Provision stating the grounds for termination of the

contract if you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering written notice to (name of contractor) at (address of contractor's place of business) at any time prior to the earlier of midnight on the fifth business day after you have received such notice from your insurer or the thirtieth business day after receipt of a properly executed proof of loss by the insurer from the insured.

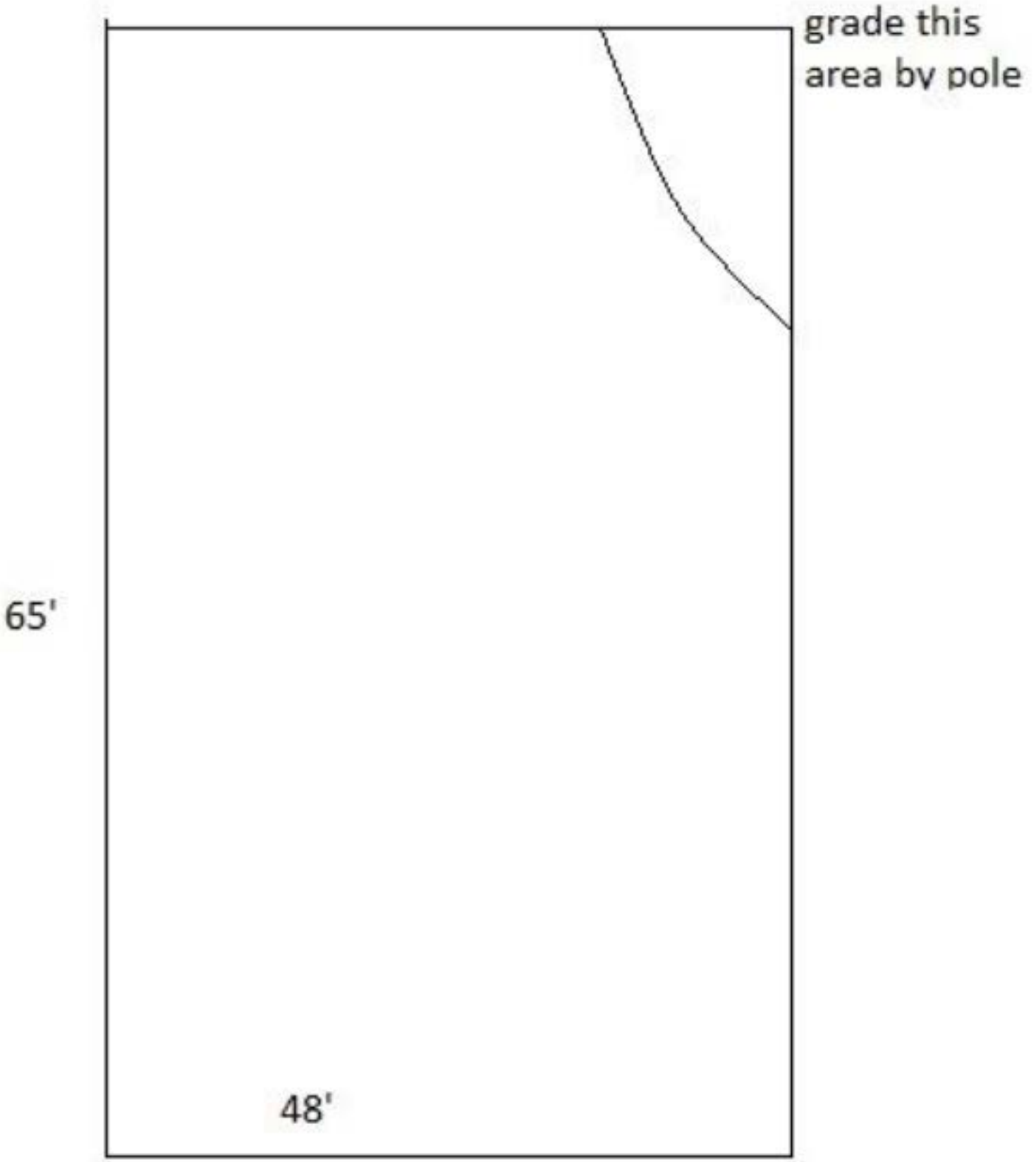
If you cancel, any payments made by you under the contract will be returned to you within 10 business days following receipt by the contractor of your cancellation notice. If, however, the contractor has provided any goods or services related to a catastrophe, acknowledged and agreed to by the insured homeowner in writing to be necessary to prevent damage to the premises, the contractor is entitled to the reasonable value of such goods and services.

To file a complaint against a roofing contractor, contact the Illinois Department of Financial and Professional Regulation at 312-814-6910 or file a complaint directly on its website. **Keep a copy of the signed contract in a safe place for reference as needed.**

AVOIDING HOME REPAIR FRAUD

Please use extreme caution when confronted with the following warning signs of a potential scam:

1. Door-to-door salespeople with no local connections who offer to do home repair work for substantially less than the market price.
2. Solicitations for repair work from a company that lists only a telephone number or a post office box number to contact, particularly if it is an out-of-state company.
3. Contractors who fail to provide references when requested.
4. People who offer to inspect your home for free.
5. Contractors who demand cash payment for a job or ask you to make a check payable to a person other than the owner or company name.
6. Offers from a contractor to drive you to the bank to withdraw funds to pay for the work.



BERG INDUSTRIES, INC
3455 S. MULFORD RD
ROCKFORD, IL 61109



Invoice

Bill To
DON'S APPLIANCE SERVICE 5517 N.SECOND STREET LOVES PARK, IL 61111

Date	Invoice #
9/3/2020	133651

9/10 # 12467

Description	Qty	P.O. No.	Terms	Project
			Due on receipt	
			Rate	Amount
RECOVER 4 ROLLER AWNINGS			1,720.00	1,720.00

--

Sales Tax (8.75%)	\$0.00
Total	\$1,720.00

Phone #	Fax #	E-mail
815-874-1588	815-874-1766	info@bergtents.com

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “A” LIQUOR LICENSE
AT 2189 WINDSOR 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 “A” liquor license authorizes the retail sale on the premises specified of alcoholic liquor for consumption on the premises as well as other packaged retail sale of such liquor, providing, however, that the other packaged retail sales of such liquor shall not exceed twenty percent (20%) of the total sales of alcoholic beverages; and

WHEREAS, said liquor license shall be issued for use only within the premises located at 2189 Windsor Road, Loves Park, Illinois, 61111; and

WHEREAS, said premises must be open to the public by April 30th, 2022; 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 “A” 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 Gregory R. Jury

ATTEST:

City Clerk Robert J. Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “A” LIQUOR LICENSE AT 1957 HARLEM 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 “A” liquor license authorizes the retail sale on the premises specified of alcoholic liquor for consumption on the premises as well as other packaged retail sale of such liquor, providing, however, that the other packaged retail sales of such liquor shall not exceed twenty percent (20%) of the total sales of alcoholic beverages; and

WHEREAS, said liquor license shall be issued for use only within the premises located at 1957 Harlem Road, Loves Park, Illinois, 61111; and

WHEREAS, said premises must be open to the public by December 31st, 2021; 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 “A” 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 Gregory R. Jury

ATTEST:

City Clerk Robert J. Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO.

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

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

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

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

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

That a Special Use Permit for an oil change service establishment in the CR (Commercial Retail) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

A tract of land being part of Lot 4 of "Final Plat No. 2 of Road Ranger", recorded on December 7, 2017 in Book 49 of Plats, Page 143B of the Winnebago County Recorder's office in the northeast Quarter of Section 4, Township 44 North, Range 2 East of the Third Principle Meridian, City of Loves Park, Winnebago County, Illinois to wit:

Beginning at a found concrete right of way monument at the Southwest Corner of said Lot 4, also being on the North Right of Way line of East Riverside Boulevard, thence along the west line of said Lot 4 and the northerly projection there of N00°-48'-22" W 280.67 ft. to a set iron rod; thence leaving said line N88°-53'-44"E 150.61 ft. to a set iron rod at the Northwest Corner of Lot 3 of said plat; thence along the west line of said Lot 3 S00°-59'-49"E 279.74 ft. to a set iron rod at the Southwest Corner of said Lot 3, also being on said North Right of Way line; thence along the south line of said Lot 4 and said Right of Way line S88°32'-37"W 151.55 ft. to the point of beginning. Containing 0.97 acres. Subject to Subdivision Plat.

PROPERTY CODE: 12-04-276-014
COMMONLY KNOWN AS: 5870 E. Riverside Boulevard

Conditions:

1. The Special Use Permit expires with the discontinuance in business use.
2. The applicant shall extend the landscape berm to the west property line. The berm shall not be required to extend to the eastern property line. The small section can mirror the established curb installed by the car wash to the east. Six additional trees that grow to a height of 20 feet or more when matured shall also be installed. The trees shall be

some combination of Maple, Oak, or Elm tree and be situated in close proximity to the development. Additionally, the business or land owner shall be responsible for the maintenance, repair, and replacement of all landscaping materials. Plant materials in landscape bed areas shall be maintained in a healthy growing condition, free from refuse, debris, and weeds at all times.

3. The tree line along the western property line shall not be completely removed. A buffer shall remain between the residence and the business.
4. All business signage shall meet the requirements of Article VI, Section 102-284.
5. The dumpster enclosure shall be constructed of masonry on three sides, with a site obscuring gate. The use of chain link and vinyl slats shall not be permitted.

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

A P P R O V E D:

MAYOR

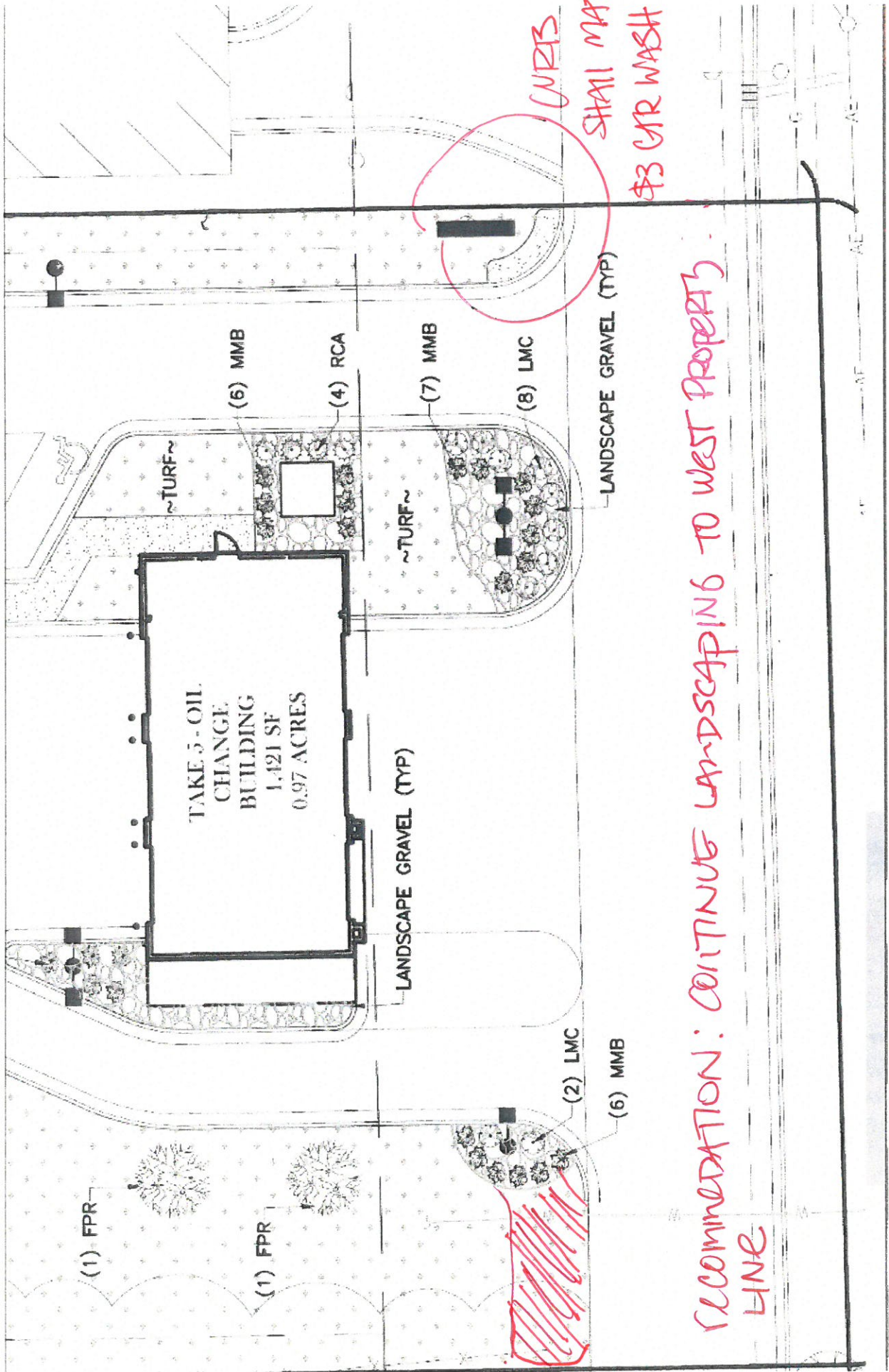
A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:



TAKE 5 - OIL
CHANGE
BUILDING
1,421 SF
0.97 ACRES

(1) FPR

(1) FPR

(6) MMB

(4) RCA

LANDSCAPE GRAVEL (TYP)

(7) MMB

(8) LMC

LANDSCAPE GRAVEL (TYP)

(2) LMC

(6) MMB

CURBS
SHALL MATCH
\$3 GPR WASH

RECOMMENDATION: CONTINUE LANDSCAPING TO WEST PROPERTY
LINE

ORDINANCE NO.

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

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

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

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

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

That a Variance to establish an auxiliary parking pad in front of and
alongside of the existing garage in the R1 (Single Family Residential) Zoning District
under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is
hereby granted on property legally described as follows:

All that certain parcel of land situated in the County of Winnebago and State
of Illinois being known and designated as follows: Lot One Hundred Eighty
(180) as designated upon the Plat of Snow's Arlington Subdivision, being a
Subdivision lying in the East Half (1/2) of Section 12, Township 44 North,
Range 1 East of the Third principal Meridian, the Plat of which is recorded in
Book 15 of Plats, Page 7 in the Recorder's Office of Winnebago County,
Illinois; situated in the County of Winnebago and State of Illinois.

COMMONLY KNOWN AS: 4802 Illinois Street
PARCEL NUMBER: 11-12-430-021

Condition:

The variation shall only permit improvements on private property. The
auxiliary pad shall taper 5 feet from the property line to meet the existing
driveway.

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

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED: