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LOVES PARK CITY COUNCIL AGENDA
MONDAY, OCTOBER 4, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman Jim Thompson, 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/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. Motion approving a Special Event Permit application from State Line Complex Inc., 7003 N. Alpine Road, for a music festival to be held October 23, 2021, from 6:00 p.m. to 12:00 midnight.**
- 2. Resolution authorizing a Redevelopment Agreement with Laudicina Investments, LLC for the property located at 2189 Windsor Road in the Forest Hills TIF Redevelopment Project Area.**
- 3. Resolution authorizing a Redevelopment Agreement with Boundless Homes, LLC for the property located at 5545 North Second Street in the North Second Street TIF Redevelopment Project Area.**
- 4. Resolution authorizing the Tentative Plat of Kings Acres/Breckenridge Remainder.**
- 5. Resolution authorizing the Final Plat No. 3 of Road Ranger.**
- 6. Resolution authorizing the Street Department Manager to purchase a 2019 John Deere 542 4WD Loader from West Side Tractor Sales at a cost of \$120,000.00.**
- 7. Resolution authorizing the Water Department Manager to hire BSI Online to administer a citywide backflow survey for a cost of \$36,004.00.**
- 8. Resolution authorizing the Water Department Manager to hire Dorner Company to perform maintenance and upgrades to pressure reducing valves for a cost of \$31,593.00.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

- 1. Ordinance providing for a Variance for a parking pad at the property known as 6312 Spruce Street.**
- 2. Ordinance providing for a Special Use Permit for self-storage buildings at the property known as 5100 N. Mulford Road.**
- 3. Ordinance providing for a Special Use Permit for outdoor storage at the property known as 1616 Windsor Road.**
- 4. Ordinance amending Chapter 102, Article III, Districts, Division 1 Generally, Section 102-132, Site Area and Dimensions; Requirements and Exceptions, (G), Refuse and Recyclable Material Storage Areas, of the Loves Park Code of Ordinances.**

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, September 27, 2021
City Hall Council Chambers

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

Alderman Doug Allton opened the meeting with an invocation, followed by the Pledge of Allegiance.

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

Absent: Alderman Dan Jacobson

Also Present: City Clerk Bob Burden
City Attorney Greg Cox

1. Approve Minutes 09/20/21 The Journal of Proceedings for the regular meeting of September 20, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Allton. Motion carried. 9 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Pruitt) 1 Absent (Alderman Dan Jacobson)
2. SEP/State Line Complex Festival Request Received a Special Event Permit application from State Line Complex, Inc., 7003 N. Alpine Road, to hold a music festival October 23, 2021, from 6:00 p.m. to 12:00 midnight. Referred to Alderman Warden of the Codes and Regulations Committee.
3. SEP/Central Park Halloween Parade Request Received a Special Event Permit application from Central Park Homeowners' Association to hold a children's Halloween sidewalk parade from Trent Lane and Fire Island to Battery Park on October 30, 2021, from 2:00 p.m. to 3:30 p.m. Referred to Alderman Warden of the Codes and Regulations Committee.
4. SEP/Central Park Halloween Parade Approved Alderman Warden of the Codes and Regulations Committee moved to approve the Special Event Permit application from Central Park Homeowners' Association to hold a children's Halloween sidewalk parade from Trent Lane and Fire Island to Battery Park on October 30, 2021, from 2:00 p.m. to 3:30 p.m. Second by Alderman Pruitt. Motion carried by voice vote.
5. National Good Neighbor Day Proclamation Mayor Jury presented a proclamation to Danna Krischke of State Farm Insurance, proclaiming Tuesday, September 28, 2021 to be "National Good Neighbor Day" in the City of Loves Park.
6. Danna Krischke Danna Krischke thanked city council for the proclamation.
7. K-9 Check Presentation Mayor Jury welcomed Rich Schmidt of Backyard Grill and Bar and he presented a check from fundraising proceeds to the Loves Park Police K-9 Unit.
8. General Fund Bills Alderman John Jacobson presented the General Fund and all other bills dated September 20, 2021 in the amount of \$339,927.93, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Pruitt) 1 Absent (Alderman Dan Jacobson)

9. Water Department Bills Alderman John Jacobson presented the Water Department bills dated September 20, 2021 in the amount of \$300,880.10, and moved that they be paid. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Pruitt) 1 Absent (Alderman Dan Jacobson)
10. Public Safety Report Alderman Allton presented the Police Department Report dated September 27, 2021; presented the Fire Department Report dated September 27, 2021, to be placed on file.
11. Public Works Report Alderman Schlensker presented the Street Department Report dated September 27, 2021; presented the Water Department Report for September 27, 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 September 27, 2021 in the amount of \$344,004.54, for consideration at next week's city council meeting; presented the minutes from the committee meeting held September 20, 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 September 27, 2021 in the amount of \$31,873.07, for consideration at next week's city council meeting.
14. Codes & Regulations Committee Alderman Warden of the Codes and Regulations Committee announced that a committee meeting will be held Monday, October 4, 2021 at 4:30 p.m.
15. ORD 4436-21 Salary Ordinance 2021-2022 Alderman John Jacobson presented for second reading an ordinance fixing and approving wages, salaries, fees or compensation for city employees for 2021-2022, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 9 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Pruitt) 1 Absent (Alderman Dan Jacobson)
ORDINANCE NO. 4436-21
16. Adjourn Alderman John Jacobson moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:13 p.m.

APPROVED:

Robert J. Burden, City Clerk

COMMITTEE MEETINGS:

Codes & Regulations: Monday, October 4, 2021
4:30 p.m.

STANDING COMMITTEE MEETINGS:

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

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

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

Zoning Board of Appeals: 3rd Thursday of the Month
5:30 p.m.



LOVES PARK **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

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

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 10/04/2021

Subject: Police Activity Report

Police activity report for the week of 09/19/2021 through 09/25/2021

Calls for Service 554

Total Number of Arrests 198

Accidents 16

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 9/29/2021 1:40:06 PM



Incident Statistics

Zone(s): All Zones | Start Date: 09/21/2021 | End Date: 09/27/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		45	
FIRE		21	
TOTAL		66	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$3,000.00		\$3,000.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type		Total	
Aid Given		4	
Aid Received		3	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
21		31.82	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:04:56		
Station #2	0:05:09	0:06:01	
AVERAGE FOR ALL CALLS		0:05:24	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:00:47		
Station #2	0:01:25	0:01:35	
AVERAGE FOR ALL CALLS		0:01:21	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		18:35	

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.



emergencyreporting.com
Doc Id: 1645
Page # 1 of 1

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

Submitted by: David Jacobson
Public Works Foreman

Week of September 24, 2021 thru October 1, 2021

Previous week's activity:

1. Continue catch basin repairs on Riverside.
2. Finished catch basin repair on Park Ridge.
3. Continue working on cleaning the drainage ditch.
4. Continue mowing.

Proposed work:

1. Finish catch basin repairs on Riverside.
2. Continue to clean the drainage ditch.
3. Continue mowing.
4. Start servicing trucks.



Loves Park Water Department Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Report Compiled by:
Drew Armstrong – Distribution Lead
Russ Caveny – Production Lead

Weekly Distribution Report: Week of 9/20/21-9/24/21

Field maintenance
Scheduled appointments
Julies
Meter exchanges
Hydrant maintenance
Replumbs with Helm
Continue overseeing the River Lane water main project
Shut offs/turn on's
Pressure Test new main on Interstate Blvd.
Fixed service leak at 5268 Pebble Creek Trl. (hit by contractor)
Sampled new water main (bac't) (Ntrak)

Week of 9/20/21-9/24/21: Tentative week outlook

Field maintenance
Scheduled appointments
Julies
Meter exchanges
Hydrant maintenance
Dig 607 Frances service for meter exchange program
Monthly meter reads
Replumbs with Helm

Weekly Production Report: Week of 9/20/21-9/24/21

9-20 daily samples and tests
9-21 assisted with pebble creek hit service, daily samples and tests
9-22 assisted with non-payment shutoffs, well 5 HMO pump rebuild, daily tests and samples
9-23 repaired PRV 1 daily samples and tests (MB sick)
9-24 daily samples and tests, emergency communication failure response

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, OCTOBER 4, 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 a Redevelopment Agreement with Laudicina Investments, LLC for the property located at 2189 Windsor Road in the Forest Hills Road TIF Redevelopment Project Area.
 - B. Resolution authorizing a Redevelopment Agreement with Boundless Homes, LLC for the property located at 5545 North Second Street in 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: September 27, 2021

CALLED TO ORDER: 5:40 P.M.

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

ALSO PRESENT: Attorney Greg Cox, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Dan Jacobson, James Thompson, Police Chief Chuck Lynde

MINUTES APPROVAL: September 20, 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
AGENDA
PUBLIC WORKS COMMITTEE
October 4, 2021
5:15 P.M.
Loves Park City Council Chambers**

I. Approval of Minutes

A. Approval of Minutes from the September 20, 2021 meeting.

II. Resolutions & Ordinances

A. Resolution authorizing the Street Department Manager to purchase a 2019 John Deere 542L 4WD Loader, from West Side Tractor Sales, 3110 Prairie Road, Rockford, IL 61102 at the cost of one hundred twenty thousand dollars (\$120,000.00)

B. Resolution authorizing the Water Department Manager to hire Dorner Company to perform necessary maintenance, replacement, and upgrades to pressure reducing valves for a cost of \$31,593.00.

C. Resolution authorizing the Water Department Manager to hire BSI Online for professional services to administer a city wide biennial backflow survey for a cost of \$36,004.00.

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: September 20, 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. Puckett, Ald. Pruitt, Ald. Thompson,
Ald. Warden and Attorney Greg Cox

APPROVAL OF MINUTES: August 30, 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 purchase a 2021 Wood Chipper, Vermeer BC1000XL 74HP DOM., from Vermeer Midwest, 2801 Beverly Drive, Aurora, IL 60502.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:25 p.m.; seconded by Alderman Holmes
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

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

**CITY OF LOVES PARK
CODES & REGULATIONS COMMITTEE AGENDA
OCTOBER 4, 2021 4:30 P.M.
CITY COUNCIL CHAMBERS**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD AUGUST 23, 2021**

4. **ITEMS FOR CONSIDERATION**
 - A. **Special Event Permit application from State Line Complex Inc., 7003 N. Alpine Road, Inc. for a music festival to be held October 23, 2021 from 6:00 p.m. to 12:00 midnight.**
 - B. **Ordinance approving a Class R-1 Liquor License for the property known as 5440 North Second Street.**

5. **PUBLIC COMMENT**

Anyone wishing to speak at the city council meeting shall contact the City Clerk's office preceding the scheduled meeting at 815-654-5034.

6. **GENERAL DISCUSSION**

7. **ADJOURN**

**City of Loves Park
Codes & Regulations Committee
August 23, 2021**

- I. Call to Order – the meeting was called to order by Alderman Warden, Chairman at 5:00.
Committee Members Present- Alderman Thompson, Alderman Jacobson. Also in Attendance – Nathan Bruck, Frank Laudicina, Brianna Salamone, Rosalie Salamone, Caterina Wilke, Steve Thompson
- II. The Minutes of the July 26, 2021 meeting were approved upon motion by Alderman Thompson. Seconded by Alderman Jacobson. Vote 3– 0 to approve.
- III. Items for Consideration
 - A. Dino’s Slots, Inc is requesting a “Class A” liquor license at the following location: 2189 Windsor Road, DBA Top Dollar Slots.

Motion to approve “Class A” liquor license for Dino’s Slots Inc. by Alderman Jacobson. Second by Alderman Thompson. Vote 3 – 0 to approve.
 - B. Twins75 Harlem, LLC is requesting a “Class A” liquor license at the following location: 1957 Harlem Road, DBA Betsy’s Slots Harlem.

Motion to approve “Class A” liquor license for Twin75Harlem by Alderman Thompson. Seconded by Alderman Jacobson. Vote 3 – 0 to approve.
- IV. Public Comment – none
- V. General Discussion – none
- VI. Adjournment – the meeting was adjourned at 5:15 p.m. upon motion by Alderman Thompson. Seconded by Alderman Jacobson. Vote 3 – 0 in favor.

Respectfully submitted by:
Nancy Warden
Committee Chairman

APPLICATION FOR SPECIAL EVENT PERMIT

CITY OF LOVES PARK
ROBERT J. BURDEN, CITY CLERK
100 HEART BLVD
LOVES PARK IL 61111
815-654-5034

Application Must Be Submitted 30 Days Prior To The Event

DATE: 9/24/21

ESTIMATED NUMBER OF ATTENDEES: 400

FEE: (OVER 500 ATTENDEES \$250.00)

NAME OF APPLICANT: STATE LINE COMPLEX INC

ADDRESS: 7003 N ALPINE RD

LOVES PARK IL 61111
City State Zip

PHONE NUMBER OF APPLICANT: (815) 995-5847 CELL PHONE: SAME

LOCAL BUSINESS ADDRESS OF APPLICANT: 7003 N ALPINE RD

LOVES PARK IL 61111
City State Zip

FULL NAME OF LOCAL OR RESPONSIBLE AGENT: STATE LINE COMPLEX INC

ADDRESS: 7003 N ALPINE RD

LOVES PARK IL 61111
City State Zip

PHONE NUMBER: (815) 995-5847 CELL PHONE: SAME

DATE(S) OF EVENT: 10.23.2021 HOURS: 6P-12P

LOCATION OF EVENT: 7003 N ALPINE RD 61111

ADDRESS: 7003 N ALPINE RD 61111

NUMBER OF PAVED PARKING SPACES AVAILABLE FOR THE EVENT: 450

HAS THIS EVENT BEEN HELD BEFORE? YES NO 7

IS THERE A REQUEST FOR ROAD OR LANE CLOSURE? NO
IF SO, PROVIDE A SKETCH OF EVENT AREA SHOWING BOUNDARIES AND STREETS TO BE USED

DAY OF EVENT EMERGENCY CONTACT PHONE: (815) 995-5847 DAY OF EVENT EMERGENCY CONTACT CELL PHONE: (815) 995-5847

SALES TAX NUMBER (if applicable): 4405-9574

WILL ALCOHOL BE SERVED? Yes No

SECURITY PROVIDED BY (if necessary): ILLINOIS STATE PROTECTION

DESCRIBE PRIMARY ACTIVITIES OF EVENT: COMEDY/MUSIC FESTIVAL/ENTERTAINMENT

Signature of Applicant

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO:

COMMITTEE: Finance and Administration

DATE: October 4, 2021

Resolved, by the adoption of this Resolution,

That the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with Laudicina Investments, LLC. ("Developer"), relating to property located at 2189 Windsor Road, within the Forest Hills Road 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 R. Jury

ATTEST – Clerk Robert Burden

REDEVELOPMENT AGREEMENT

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

RECITALS

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

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

WHEREAS, Developer intends to improve certain real estate located at 2189 Windsor Road, Loves Park Illinois, which is described in the attached “Exhibit A” (“Developer Property”); and

WHEREAS, on September 23, 2013 the City adopted a resolution expressing the official intent of the City regarding the negotiation of one or more redevelopment agreements and the reimbursement of certain expenditures in connection with the Forest Hills Road Tax Increment Financing Redevelopment Project Area (“Redevelopment Project Area” or “Forest Hills Road TIF District”); and

WHEREAS, the City subsequently adopted Resolution No. 13-115, which, in accordance with the terms and conditions of the TIF 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 TIF Act; and

WHEREAS, on November 20, 2013, 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 Forest Hills Road 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 TIF Act, conducted public hearing with respect to the Redevelopment Plan and the Redevelopment Project Area on December 16, 2013; and

WHEREAS, following the December 16, 2013 public hearing, the City elected to expand the Redevelopment Project Area which, pursuant to the TIF Act, required an amendment to the Redevelopment Plan, a reconvening of the JRB and an additional public hearing to evaluate the proposed expanded Redevelopment Project Area; and

WHEREAS, on April 9, 2014, the City reconvened the meeting of the JRB to review the feasibility study and other planning documents related to the expanded Redevelopment Project Area and the amended Redevelopment Plan prepared by the City dated March 2014, and the majority of the JRB members found the expanded Redevelopment Project Area and the amended Redevelopment Plan met the requirements of the TIF Act and approved both the expanded Redevelopment Project Area and the Redevelopment Plan, as amended; and

WHEREAS, the City, in accordance with the TIF Act, conducted an additional public hearing with respect to the amended Redevelopment Plan and the expanded Redevelopment Project Area on May 14, 2014; 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 TIF Act, the City, by Ordinances No. 3965-14(A), No. 3966-14 (B) and No. 3967-14 (C), approved the Redevelopment Plan and Project, designated the Redevelopment Project Area, specifically designated the Forest Hills Road Tax Increment Financing Redevelopment Project Area, and adopted tax increment financing for the Redevelopment Project Area, respectively; 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 Developer Project, herein defined as the following eligible property improvements for the Developer Property; (1) Plumbing, (2) Heating and air, (3) Electrical, (4) Doors, (5) Roofing and siding, (6) Concrete, (7) Windows, (8) Signs, (9) Demolition, (10) Construction, (11) Landscaping, (12) Attorney fees, (13) Architectural Plans, (14) Environmental. Total reimbursement for property improvements shall not exceed ninety thousand dollars (\$90,000.00). The project must be completed no later than April 30, 2022.

- 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 Forest Hills Road 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 Forest Hills Road 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 Forest Hills Road 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:

Laudicina Investments, LLC.
Attn: Frank and Sarah Laudicina
2189 Windsor Road
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 IN 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.

Laudicina Investments, LLC.

City of Loves Park, Illinois Municipal

By: _____
Its: Owner

By: _____
Its: Mayor

By: _____
Its: Owner

ATTEST:

By: _____
Its: City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

RENN HART HILLS SUB NE 1/4 SEC 5-44-2 EXC NLY & ELY PT 22700 SQ FT TO STATE ALL
BEG AT A PT N LN LOT 1 1029.03 FT E OF NW COR LOT 19 & A LN DRAWN PARA WITH W
LN LOT 19 ELY PT LOTS 1 & 002 BLOCK 001, Loves Park, IL. 61111
Property Identification Number: 12-05-202-016

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO:

COMMITTEE: Finance and Administration

DATE: October 4, 2021

Resolved, by the adoption of this Resolution,

That the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with Boundless Homes, LLC., (“Developer”), relating to property located at 5545 North Second Street, 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 R. Jury

ATTEST – Clerk Robert Burden

REDEVELOPMENT AGREEMENT

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

RECITALS

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

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

WHEREAS, Developer intends to improve certain real estate located at 5545 North Second Street, Loves Park Illinois, which is described in the attached “Exhibit A” (“Developer Property”) by exterior masonry repair, replacing interior flooring, roofing, and replacing the furnace and air; 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: (1) Thirty percent (30%) of the difference between the property purchase price and the 2021 assessed property value of the Developer Property, and (2) fifty percent (50%) of the costs incurred for the following eligible property improvements for the Developer Property; (i) Interior flooring, (ii) New furnace and air, (iii) Exterior masonry repair, (iv) New roof. Total reimbursement for the property purchase and property improvements shall not exceed forty-two thousand dollars (\$42,000.00). The project must be completed no later than April 30, 2022.

- 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:

Boundless Homes, LLC.
Attn: Markus and Rose Smith
7505 Zoe Ct.
Roscoe, IL. 61073

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 IN 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.

Boundless Homes, LLC

City of Loves Park, Illinois Municipal

By: _____
Its: Owner

By: _____
Its: Mayor

By: _____
Its: Owner

ATTEST:

By: _____
Its: City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

BURCHFIELD GARDENS S 1/2 SEC 6-44-2 LOTS 1-2 & 003 BLOCK 008, Loves Park, IL. 61111

Property Identification Number: 12-06-353-001

CITY OF LOVES PARK

BY ALDERMAN: John Pruitt

RESOLUTION NO:

COMMITTEE: Community Development

DATE: October 4, 2021

Resolved, by the adoption of this Resolution,

that ***Tentative Plat of Kings Acres/Breckenridge Remainder***, being part of the Southwest Quarter of the Northwest Quarter and Part of the Northwest Quarter of the Southwest Quarter of the section 35, Township 45 North, Range 2 East of the Third Principal Meridian, City of Loves Park, Winnebago County, Illinois, be approved as recommended by the City of Loves Park Community Development Committee.

MOTION:

SECOND:

Community Development Committee:

Alderman John Pruitt, Chairman

Alderman A. Marie Holmes

Alderman Doug Allton

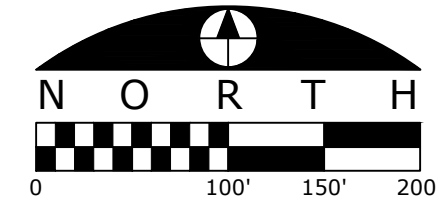
Alderman Nancy Warden

Mayor Greg Jury

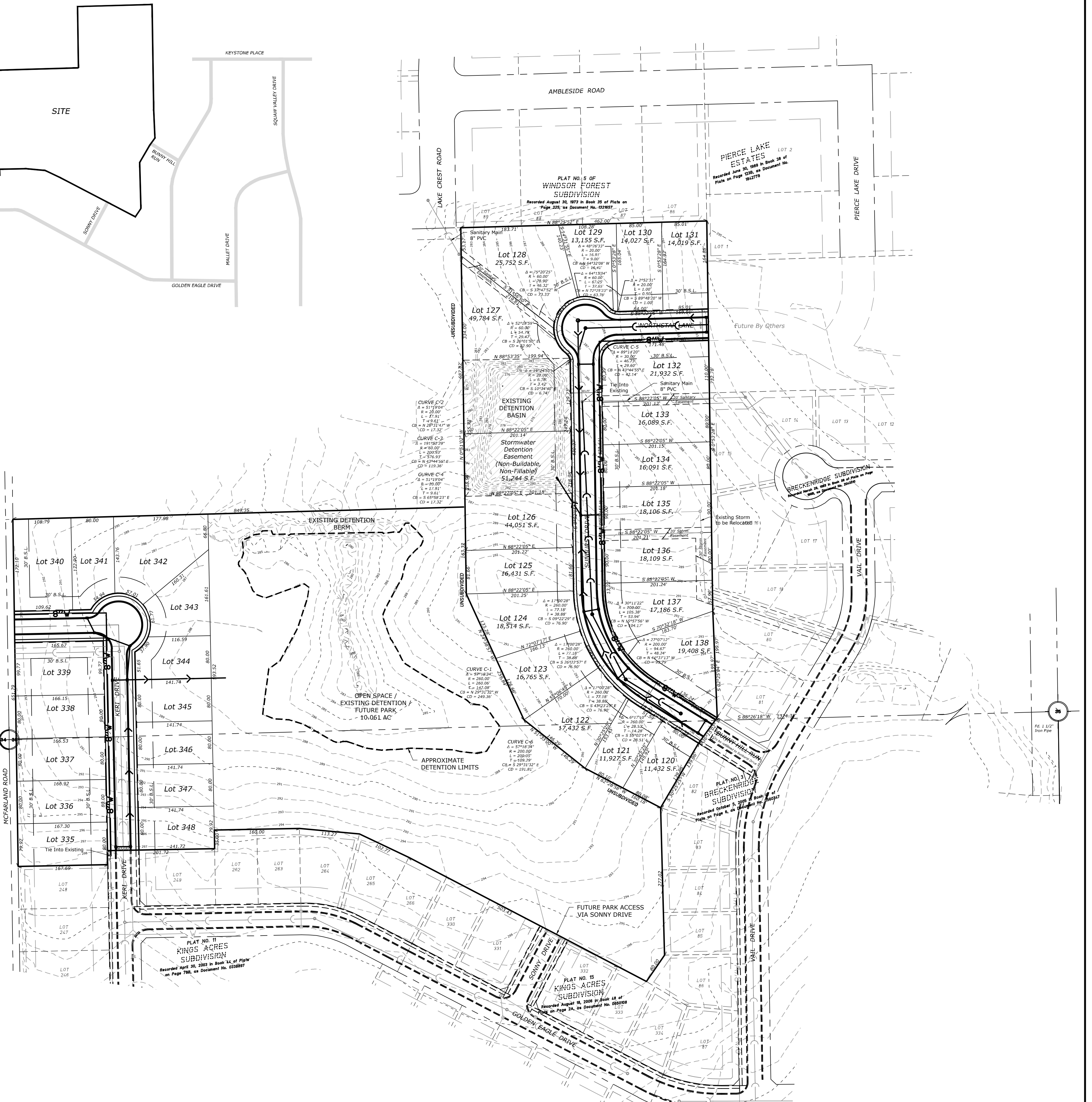
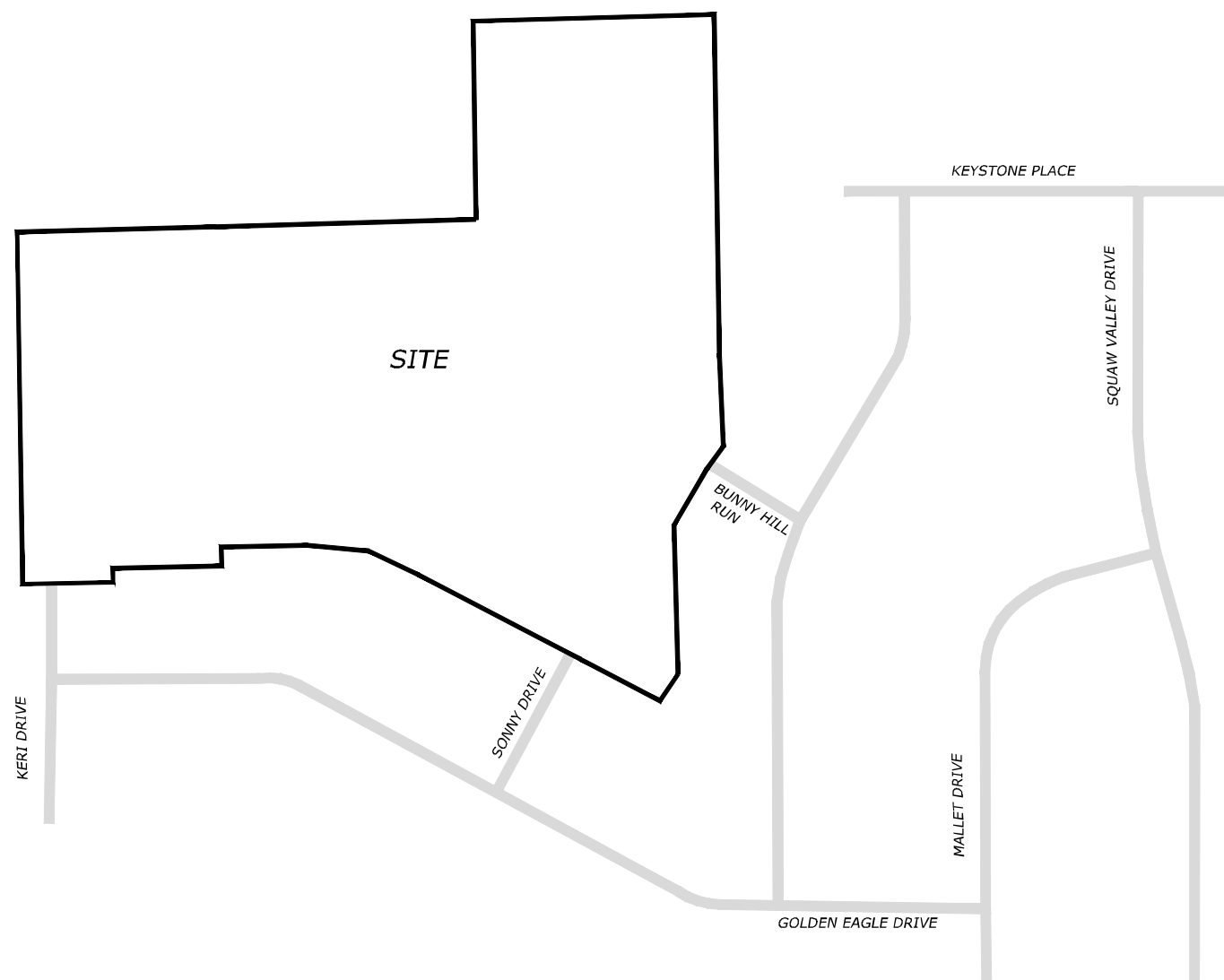
ATTEST - Clerk Robert Burden

TENTATIVE PLAT OF KINGS ACRES/BRECKENRIDGE REMAINDER

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN WINNEBAGO COUNTY, ILLINOIS



VICINITY MAP (Not to Scale)



OWNER
Charles F Thomas (Kings Acres Family Farm Inc)
P.O. Box 1389
Rockford, IL 61105

STATE OF ILLINOIS)
CITY OF LOVES PARK) ss

Approved by _____ of Zoning Board of

Appeals this _____ day of _____, 20__

NOTES

1. Contour location and elevation data taken from 1994 survey of site using the City of Rockford Local Datum. A new topographic survey of the site will be required for design once the trees are cleared.

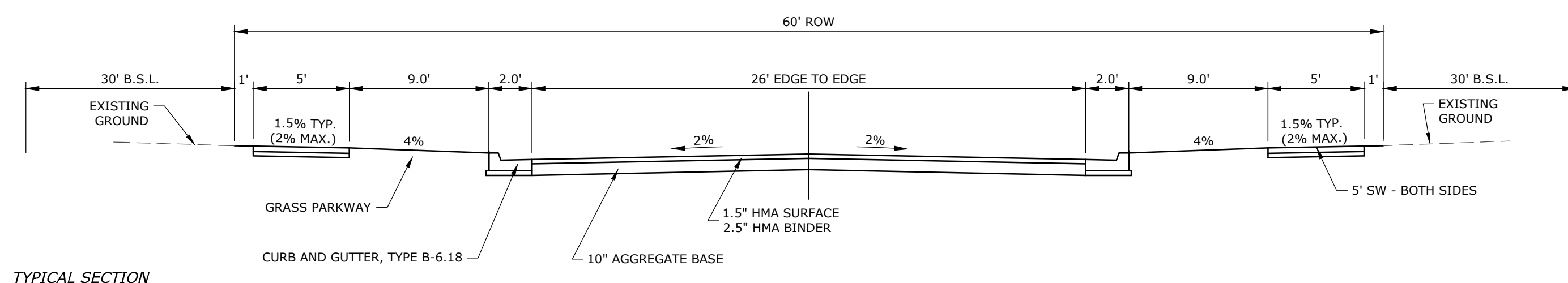
2. Currently Zoned R-1

LAND AREA TABULATION BRECKENRIDGE REMAINDER

LOTS 120-138	380,215 S.F. 8.729 AC.
PUBLIC R.O.W. DEDICATION	69,613 S.F. 1.598 AC.
BRECKENRIDGE REMAINDER	TOTAL 449,828 S.F. 10.327 AC.

LAND AREA TABULATION KINGS ACRES REMAINDER

LOTS 335-348	193,729 S.F. 4.447 AC.
PUBLIC R.O.W. DEDICATION	41,285 S.F. 0.947 AC.
OPEN SPACE / NON-BUILDABLE	438,254 S.F. 10.061 AC.
KINGS ACRES REMAINDER	TOTAL 673,268 S.F. 15.455 AC.



CITY OF LOVES PARK

BY ALDERMAN: John Pruitt

RESOLUTION NO:

COMMITTEE: Community Development

DATE: October 4, 2021

Resolved, by the adoption of this Resolution,
that ***Final Plat No. 3 of Road Ranger***, being a resubdivision of lot 4 of Final Plat of Road Ranger, in the Northeast Quarter of Section 4, Township 44 North, Range 2 East of the Third Principal Meridian, City of Loves Park, Winnebago County, Illinois, be approved as recommended by the City of Loves Park Community Development Committee.

MOTION:

SECOND:

Community Development Committee:

Alderman John Pruitt, Chairman

Alderman A. Marie Holmes

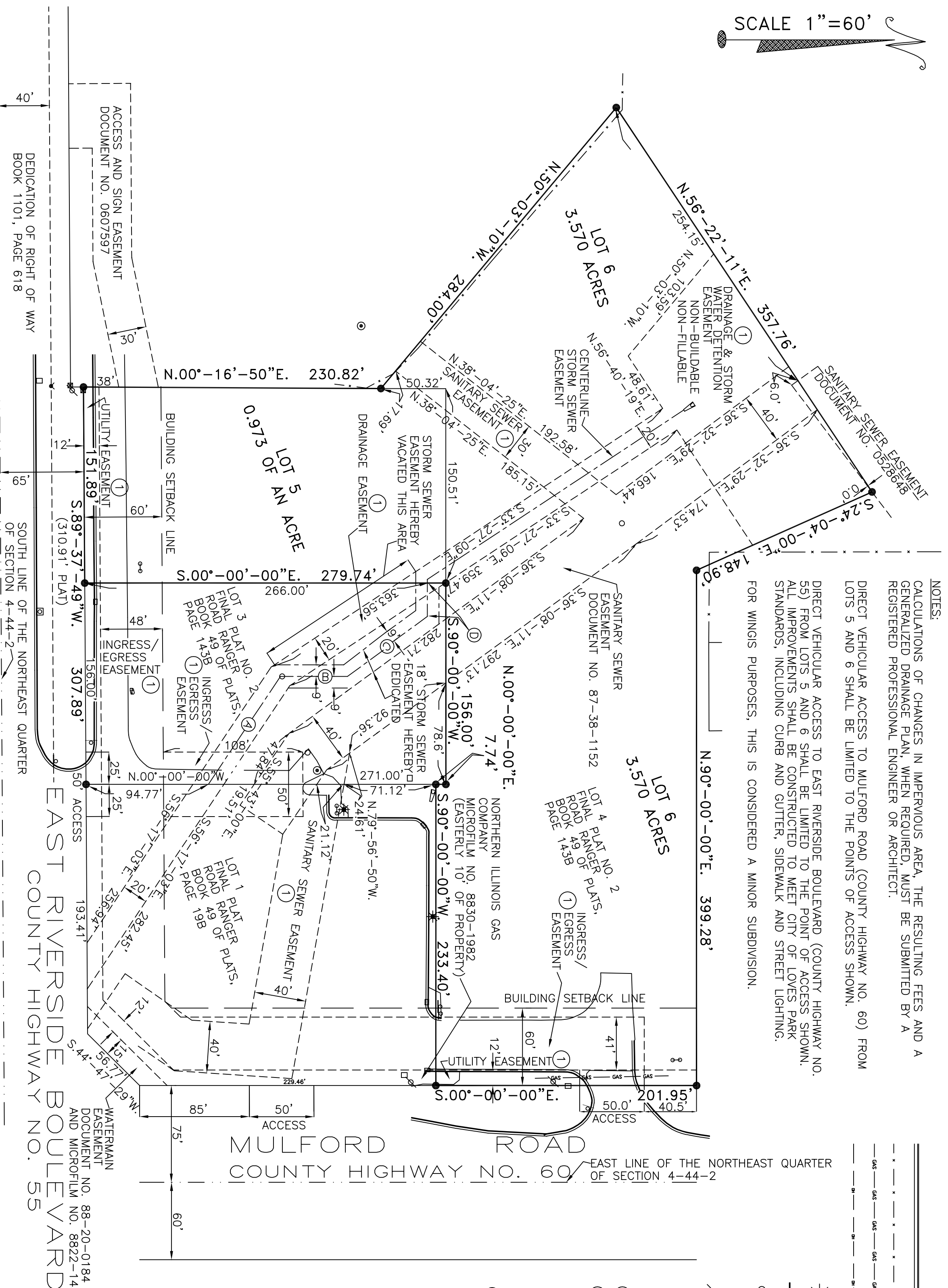
Alderman Doug Allton

Alderman Nancy Warden

Mayor Greg Jury

ATTEST - Clerk Robert Burden

SCALE 1"=60'



NOTES:
 CALCULATIONS OF CHANGES IN IMPERVIOUS AREA, THE RESULTING FEES AND A
 CHANGING DRAINAGE PLAN MUST BE SUBMITTED BY A
 REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT.
 DIRECT VEHICULAR ACCESS TO MULFORD ROAD (COUNTY HIGHWAY NO. 60) FROM
 LOTS 5 AND 6 SHALL BE LIMITED TO THE POINTS OF ACCESS SHOWN.
 DIRECT VEHICULAR ACCESS TO EAST RIVERSIDE BOULEVARD (COUNTY HIGHWAY NO.
 55) FROM LOTS 5 AND 6 SHALL BE CONSTRUCTED TO MEET CITY OF LOVES PARK
 STANDARDS, INCLUDING CURB AND CUTTER, SIDEWALK AND STREET LIGHTING.
 FOR WINGS PURPOSES, THIS IS CONSIDERED A MINOR SUBDIVISION.

KEY

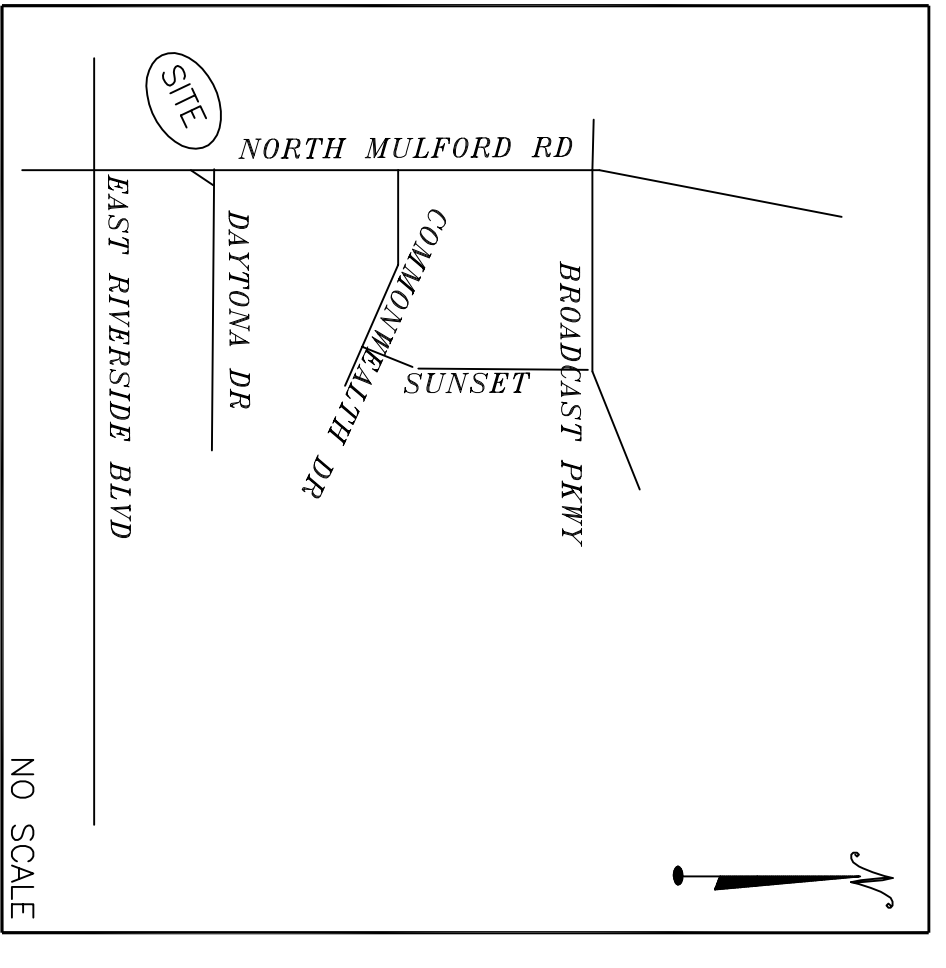
- = EXISTING CURB
- - - - - = FENCE LINE
- +—+—+— = GAS LINE
- +—+—+—+— = OVERHEAD UTILITY
- ⊙ = LIGHT BASE
- ⊙ = SIGN
- ⊙ = 2 POST SIGN
- ⊙ = TRAFFIC SIGNAL
- ⊙ = UTILITY POLE
- ⊙ = UTILITY PEDESTAL
- ⊙ = MAILBOX
- ⊙ = RIGHT OF WAY MARKER
- ⊙ = STORM MANHOLE
- ⊙ = OPEN GRATE
- ⊙ = STORM MANHOLE
- ⊙ = SPECIAL INLET
- ⊙ = CURB INLET (#700)
- ⊙ = FLARED END SECTION
- ⊙ = SANITARY MANHOLE
- ⊙ = FIRE HYDRANT
- ⊙ = PER A PRIOR PLAT (PLAT OF ROAD RANGER BOOK 49 OF PLATS, PAGE 198)

- ⊙ = N.56'-17'-03"W, 100.58'
- ⊙ = N.00'-00'-00"E, 51.93'
- ⊙ = N.38'-08'-11"W, 77.35'
- ⊙ = S.90'-00'-00"W, 26.72'

"EASEMENT PROVISIONS"
 "Sanitary Sewer Easement" is a perpetual easement with the Rock River Water Reclamation District as Grantee. Said easement is exclusive to the Rock River Water Reclamation District for the purpose of construction, reconstruction, inspection, repair and maintenance of sanitary sewer.
 "Any signs or other structures that, when built, encroach onto the sanitary sewer easements within this plat, shall be relocated and restored at the owner's expense as a result of any necessary work performed by the Rock River Water Reclamation District in accordance with their easement rights. Owner is also responsible for any damage to sanitary sewers caused by said encroachments, and shall reimburse the Rock River Water Reclamation District for repair work caused by said encroachments."

FINAL PLAT NO. 3
 OF
 ROAD RANGER
 BEING A RESUBDIVISION OF LOT 4 OF FINAL PLAT NO. 2 OF ROAD RANGER,
 IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 44 NORTH,
 RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN
 CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS

TOTAL AREA IN PLAT = 4.543 ACRES



OWNER:
 DYN COMMERCIAL HOLDINGS, LLC
 6801 SPRING CREEK ROAD
 ROCKFORD, IL 61114

HERITAGE ENGINEERING, L.T.D.
 P.O. BOX 5148
 240 EXECUTIVE PKWY, SUITE 411
 ROCKFORD, IL 61107
 TEL: 815/228-9422 FAX: 815/228-9715

DATE	08-30-21	SCALE	1" = 60'
DRAWN BY	JAC	CHECKED BY	JPM
SHEET	1	OF	2
PROJECT NO.	4301-21	ISSUE NO.	4301-17PLAT3-P1

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: October 4, 2021

Resolved by the adoption of this Resolution, the Street Department Manager is hereby authorized to purchase a 2019 John Deere 542L 4WD Loader, from West Side Tractor Sales, 3110 Prairie Road, Rockford, IL 61102 at the cost of one hundred twenty thousand dollars (\$120,000.00).

Funds for the purchase shall be drawn from Account No. 01-11-8050 (New Equipment).

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:

West Side Tractor Sales

3110 Prairie Road • Rockford, IL 61102
 (815) 961-3160 • Fax (815) 965-1810



PRICE QUOTATION

TO: COMPANY NAME: CITY OF LOVES PARK		DATE: Sept-27-2021	
ADDRESS: 100 HEART BLVD		MODEL NUMBER: 524L	WSTS STOCK NUMBER: 044163
CITY, STATE, ZIP: LOVES PARK IL 61111		PROPOSED SHIPPING DATE:	TERMS: Payment Upon Delivery
CONTACT: SHANNON MESSINGER		PHONE NUMBER: 815-222-8036	TO BE SHIPPED VIA:
		SALESPERSON: Ron Svartoi	

HERE IS OUR QUOTATION ON THE GOODS NAMED. SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance.

Typographical and stenographical errors subject to correction. Purchaser agrees to accept overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to purchasers specification. When quotations specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchasers formal order will not be binding on the seller.

QUANTITY	DESCRIPTION	
----------	-------------	--

1 2019 John Deere 524L 4WD Loader
Serial Number 1DW524LZHKF701378
With 326 Approximate Hours Prior Use

ALL IN STOCK UNITS SUBJECT TO PRIOR SALE

Quote valid for 30 days

Equipped With:

- COUNTERSHAFT-TYPE POWERSHIFT™
- JOHN DEERE POWERTECH™ PVS 6.8L TURBO DIESEL ENGINE RATED 161HP
- JD POWERTECH ENGINE
- AG MATERIAL HANDLING CONFIG
- 5 SP POWERSHIFT TRANSMISSION
- 130 AMP ALTERNATOR
- CHROME CURVED STACK
- AIR INTAKE W PRECLEANER
- AUTOMATIC REVERSING HYD FAN
- FUEL TANK W STD FILTER
- JDLINK ULT 5 YEAR SERVICE
- STANDARD CAB
- 7" MONITOR W REAR DISPLAY
- HYDRAU HYDRAULIC FLUID
- STANDARD ZBAR
- STEERING WHEEL ONLY
- DELUXE SEAT, CLOTH
- JOYSTICK CONTROLS
- THREE FUNCTION HYDRAULICS
- RIDE CONTROL
- 8 AMP CONVERTER
- AXLE,W/ HYD FRONT & REAR
- AUTOMATIC DIFFERENTIAL LOCK
- 20.5R25 1* L3 NBP RADIAL 3PC
- STANDARD FRONT FENDERS
- LEFT SIDE STEPS ONLY
- HALOGEN WORK & DRIVE LIGHTS
- REAR HITCH & COUNTERWEIGHT
- REAR CAMERA ONLY
- STROBE BEACON - LED
- EXTERIOR MIRRORS - STANDARD
- RADIO - STANDARD
- AC CHARGE
- ENGINE BLOCK HEATER
- ENVIRONMENTAL DRAIN & PORTS
- AXLE OIL COOLER AND FILTER
- CAB FRESH AIR PRECLEANER
- ENGINE COMPARTMENT LIGHT
- GUARDS-TRANSMISSION & BOTTOM
- SMV EMBLEM
- NBP 20.5R25 1* L3 RADIAL 3PC
- JD HYD CPL 524L
- JD 3.00 CY BKT 624K

Extended PTH Warranty thru 9/25/22, or 3000 Hrs

	Sell Price	\$148,000.00
Trade-In: 2001 John Deere 444H with 7721 hours	Less Trade-ins	(\$28,000.00)
	Sales Tax	\$ -
		\$ -
		\$ -
		\$ -
	Balance Due	\$ 120,000.00



3110 Prairie Road • Rockford, IL 61102

(815) 961-3160 • Fax (815) 965-1810

Sept-27-2021

DATE

CUSTOMER ORDER#

Ron Svartoien
SALESPERSON

PURCHASER NAME: CITY OF LOVES PARK
 ADDRESS: 100 HEART BLVD
 CITY, STATE, ZIP: LOVES PARK, IL 61111 PHONE# 815-222-8036

QTY	DESCRIPTION	PRICE
1	2019 John Deere 524L 4WD Loader	\$ 148,000.00
	Serial Number 1DW524LZHKF701378 Stock Number 044163	
	Per attached Quote/Specs. Dated Sept.-27-2021	
	Extended PTH Warranty thru 9/25/22, or 3000 Hrs	
	TRADE-IN: SERIAL NUMBER	
	2001 John Deere 444H with 7721 hours DW444HX582213	\$ 28,000.00
		\$ -
		\$ -

TAXES*			
SALES	\$ -	SELLING PRICE	\$ 148,000.00
TIRE USER FEE		LESS TRADES-IN(S)	\$ (28,000.00)
COOK COUNTY USE	\$ -	SUBTOTAL	\$ 120,000.00
COOK COUNTY RETAIL	\$ -		
GROSS FET (12%)	\$ -	TOTAL TAXES*	\$ -
- Tire Credit	\$ -	SUBTOTAL	\$ 120,000.00
NET FET	\$ -		
C. OF CHICAGO	\$ -	TOTAL RENT TO APPLY	\$ -
TOTAL TAXES*	\$ -	PAYOFF OF TRADES	\$ -
RENT TO APPLY**		CASH DOWN PAYMENT	\$ -
RENTALS BILLED	\$ -	SECURE	\$ -
RENT TAX BILLED	\$ -	PM PLUS	\$ -
LESS SERVICE CHARGE	\$ -	OTHER	\$ -
TOTAL RENT TO APPLY**	\$ -	BALANCE DUE	\$ 120,000.00

TERMS: CASH ON DELIVERY _____ CONDITIONAL SALES CONTRACT _____ MAKE CHECKS PAYABLE TO: "WEST SIDE EXCHANGE"

WARRANTY CODE: _____ F.O.B. _____

ALL NEW EQUIPMENT IS SOLD UNDER THE STANDARD WARRANTY, IF ANY, OF THE MANUFACTURER.
 ALL DELIVERIES ARE SUBJECT TO DELAYS CAUSED BY ACTS OF GOD, FIRES, STRIKES, WAR, INSURRECTIN OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF OURSELVES OR THE MANUFACTURER
 IT IS UNDERSTOOD THAT THIS ORDER CONSTITUTES THE ENTIRE CONTRACT AND SHALL NOT BE BINDING UNTIL OFFICIALLY ACCEPTED BY THE WEST SIDE TRACTOR SALES CO. PURCHASER HAS READ AND UNDERSTANDS WARRANTY TERMS AND REVERSE SIDE.
 IF A TRADE-IN IS A PART OF THIS PURCHASE ORDER, "PURCHASER" HEREBY CERTIFIES THAT SUCH TRADE-IN(S) IS FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES EXCEPT AS SHOWN ABOVE.

YOUR ARE HEREBY AUTHORIZED TO ENTER THE ABOVE ORDER FOR THE UNDERSIGNED

SALESPERSON: Ron Svartoien PURCHASER: CITY OF LOVES PARK
 ACCEPTED FOR WEST SIDE TRACTOR SALES CO. BY: [Signature]
 BY: _____ DATE: _____
 Sales Manager

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: October 4th, 2021

RESOLVED, by the adoption of this Resolution, The Water Department Manager is authorized to Hire BSI Online, 12609 S Laramie Avenue, Alsip, IL 60803 for professional services to administer a city wide biennial backflow survey for a cost of \$36,004.00.

Funds shall be drawn from Account No. 31-58-4840 (IEPA Cross Connections)

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:

September 23, 2021

****Quote Valid for 90 Days****

Craig McDonald
City of Loves Park
5440 Walker Ave
Loves Park, IL 61111

RE: Survey Options for City of Loves Park

Craig,

BSI offers completing a survey of all properties to comply with IEPA regulations. All results can be cataloged by BSI, and a comprehensive report furnished to City of Loves Park upon completion.

1) Turnkey Service – Cost: \$4.00 per address

- This includes printing, mailing, and cataloging of all results.
- Customers will receive (1) survey letter.
- Establish a custom URL and web form on our website for electronic survey submission.
- Comprehensive report upon completion.
- 9,001 properties x \$4.00 per property come to a total of \$36,004.00.

Please sign and return when you are ready to proceed with this project.

Option Selected: _____

Printed: _____

Signed: _____

Thank you,

Katie Rager
Client Support
P: 708-761-4362
krager@backflow.com

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: October 4th, 2021

RESOLVED, by the adoption of this Resolution, The Water Department Manager is authorized to Hire Dorner Company, N61 W23043 Silver Springs Drive, Sussex WI. 53089, to perform necessary maintenance, replacement, and upgrades to pressure reducing valves for a cost of \$31,593.00.

Funds shall be drawn from Account No. 31-51-4115 (PRV'S and Booster Pumps)

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:

DORNER QUOTATION

To: Loves Park Water
Attn: Russ Caveny
Ref: Remaining PRV's for Repair

Date: Sept. 14, 2021
Proposal No. Q1625cilo-1
Page: one of one
Industry Code: 4952

FOB: Factory
Terms: N30
Delivery: 2 - 4 weeks (ARO)

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (262) 685-8389 Cell
(262) 932-2100 Ext: 126
Fax No: (262) 932-2101

By: Steve Pollock

Item	Quan.	Description	Unit Price	Total
1	1	6" 50-01B Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. New SS Pilot Assembly with SS Pilots and Fittings. 7950 Harlem Rd.	\$ 3,686	\$ 3,686
2	1	12" 50-01B Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) New SS Pilot Assembly with SS Pilots and Fittings. 8900 E. Riverside Rd.	\$ 5,578	\$ 5,578
3	1	8" 92D-04ABC Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. Obsolete model replaced with 92-07. New SS Pilot Assembly with SS Pilots and Fittings. 7997 Alpine Rd.	\$ 6,943	\$ 6,943
4	1	8" 210-16AB Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. Configured as a 92-07. New SS Pilot Assembly with SS Pilots and Fittings. 619 Windsor Rd.	\$ 6,943	\$ 6,943
5	1	8" 92-55ABCS Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. New SS Pilot Assembly with SS Pilots and Fittings. 5700 Windsor Rd.	\$ 6,943	\$ 6,943
6	1	Dorner Service for Installation of the Above Components. (Price per day for 1 tech- 2 Techs @ \$2,500 per day)	\$ 1,500	\$ 1,500
Total				\$ 31,593

Notes: Prices quoted are FOB Factory with freight pre-pay + add. Quote valid for 30 days. Delivery times are estimated and are not guaranteed.

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

**Lot Nineteen (19) as designated upon the Plat of Hough & Burkman
Subdivision, Part of Section 6, Township 44 North, Range 2 East of the Third
Principal Meridian, the Plat of which Subdivision is recorded in Book 22 of
Plats on page 145 in the Recorder's Office of Winnebago County, Illinois;
situated in the County of Winnebago and State of Illinois.**

COMMONLY KNOWN AS: 6312 Spruce Street
PARCEL NUMBER: 12-06-127-011

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:

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 to allow self-storage buildings 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: 5100 N. Mulford Road

Conditions:

1. The mini-warehouse establishment shall not be permitted outside storage.
2. The use of chain link fence shall not be permitted. A decorative wrought iron fence shall surround the entire establishment. The fence shall not exceed 6 feet in height. No no barb or razor wire shall be allowed.
3. The property owner shall provide 6 trees that may be a combination of conifer, Maple, Oak, or Elm integrated into the landscape beds and other green space provided on the N. Mulford Road frontage. The land or business owner shall

be responsible for the maintenance, repair, and replacement of all landscape materials approved for this petition. The plants, trees, and landscape bed areas shall be maintained in a healthy growing condition, free from refuse, debris and weeds at all times.

4. Permanent and temporary signage shall adhere to the City's code, Article VI, Signs.
5. The development of this self-storage facility shall be substantially consistent with the site plan prepared by Heritage Engineering, dated July 7, 2021.
6. No business activity, other than the rental of storage units, shall be conducted On on the premises. The storage of hazardous, toxic, or explosive substances, including but not limited to hazardous waste, industrial solid waste, medical waste, solid waste, sewage, or used oil is prohibited.
7. Security lighting shall be provided to safely illuminate all areas within the facility. Down-light wall packs shall project light downward and not be a nuisance to adjacent properties.
8. The building materials and colors should be neutral and blend in with the Surrounding area. Approval may be obtained through an internal administrative review.
9. A 1 year renewal, from the date of approval, shall be required.

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:

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 outdoor storage in conjunction with a metal recycling business in the IL (Light Industrial) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Parcel: 1

Part of the Southwest Quarter of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of said Southwest Quarter; thence North, along the West line of said Section, 805.22 feet to a point distant 1670.92 feet South of the Southwest corner of the Plat of Tome Jones Realtor Subdivision of the Larson Farm, being a Subdivision in part of the West Half of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 27 of Plats on page 115 in the Recorder's Office of Winnebago County, Illinois; thence East, parallel to the South line of said Subdivision, 603.00 feet to the West line of premises conveyed to the City of Loves Park, for public road purposes by Warranty Deed recorded in Book 1479 of Recorder's Records on page 282 in said Recorder's Office; thence South along the West line of the premises so conveyed to the City of Loves Park, 805.36 feet to the South line of said Section; thence West, 603 feet, along said South line to the place of beginning, EXCEPTING THEREFROM that portion deeded by Wolohan Lumber Co., a Michigan corporation to American National Bank and Trust Co., as Trustee its Trust Number 79-7247 and recorded July 20, 1979 in Microfilm No. 79-19-0138 as Document No. 1496343, bounded and described as follows, to wit: Part of the Southwest Quarter of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian described as follows: Beginning at a point on the South line of said Quarter Section, 456.34 feet East of the Southwest corner of said Quarter Section; thence North 89° 29' 31" East, along the South line of said Quarter Section, a distance of 146.66 feet to the West line of premises conveyed to the City of Loves Park for Public Road purposes and recorded in Book 1749 of Recorder's Records on page 282 in the Recorder's office of Winnebago County, Illinois; thence North, along the West line of aforesaid premises, so conveyed, a distance of 805.36 feet; thence South 89° 28' 44" West, a distance of 155.0 feet; thence South 00° 35' 37" East, a

distance of 805.30 feet to the Point of Beginning; situated in the County of Winnebago and State of Illinois.

Parcel: 2

PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 32, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER (1/4) SECTION, 456.34 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER (1/4) SECTION; THENCE NORTH 89 DEGREES 29 MINUTES 31 SECONDS EAST, ALONG THE SOUTH LINE OF SAID QUARTER (1/4) SECTION, A DISTANCE OF 146.66 FEET TO THE WEST LINE OF PREMISES CONVEYED TO THE CITY OF LOVES PARK FOR PUBLIC ROAD PURPOSES AND RECORDED IN BOOK 1749 OF RECORDER'S RECORDS ON PAGE 282 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH, ALONG THE WEST LINE OF AFORESAID PREMISES, SO CONVEYED, A DISTANCE OF 805.36 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 44 SECONDS WEST, A DISTANCE OF 155.0 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 37 SECONDS EAST, A DISTANCE OF 805.30 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

Parcel(s): 08-32-351-003 & 08-32-351-004

Postal Address: 1616 Windsor Road

Conditions:

1. The Special Use Permit expires with the change in business ownership or discontinuance of the metal recycling business.
2. A dumpster enclosure shall be installed. The enclosure shall be constructed of poured concrete or masonry to adequately shield the containers within the enclosure. Material within the enclosure shall not extend above the height of the enclosure, be secured by a sold gate, and not exceed a height of 6 feet. The use of wood, chain link and slats shall be prohibited.
3. Outside storage areas shall be contained and not exceed a height of 15 feet at all times. Poured, precast concrete containment bins, shall be installed to control and prevent the migration and spread of outside storage. The storage of semis, semi-trailers, trailers, and metal shipping containers shall only be permitted behind the front plain of the building. Temporary parking shall be permitted, but must be removed prior to the renewal of the Special Use Permit.
4. The applicant shall be required to install a continuous 8 foot deep landscape Buffer on the Windsor Road and Clinton Road frontages, observing ingress/egress. The landscape buffer shall be mounded a minimum of one foot above the height of the adjacent parking area, but not to exceed a three to one slope. The buffer shall be filled with a variety of trees that will be or grow to a height of 20 feet or higher at maturity. The berm shall include some combination of conifer, Maple, Oak or Elm, and Arborvitae. It shall also include planted shrubs, perennials, and dark mulch. All of the existing arborvitae on both frontages shall be removed, but new trees of the same type may be reinstalled in the new landscape buffer.
5. The business owner or land owner shall be responsible for the maintenance,

repair, and replacement of all landscaping materials. Plant materials, in or out of, landscape beds shall be maintained in a healthy growing condition free from disease, refuse, debris, and weeds at all times.

6. Parcel 08-32-351-004 shall not be included for any outside storage as part of the approval for the recycling business. This includes, the storage of recycling materials, parking, parking of semis, semi-trailers, or storage containers.
7. A site plan that shows the required 62 parking stalls for customer and employee parking shall be submitted and approved by Staff within 30 days of approval. The customer and employee parking areas shall be striped
8. The customer and employee parking shall not be used as a storage area. The area between the front plain of the building and the existing fence line on Windsor Road is required customer and employee parking. Deliveries of ferrous and non-ferrous materials shall take place behind the front plain of the building.
9. The Special Use Permit shall be renewed before utilizing Parcel 08-32-351-004 in conjunction with the metal recycling business, and a 1 year renewal from the date of approval is required.
10. The Special Use Permit may be revoked with verified complaints from adjacent businesses, land owners, or local authorities.
11. The entrance on Windsor Road shall be monitored and maintained free of materials and soils that may migrate off of the property. The business owner shall also be responsible for the repair of the approach and curb, as repairs are deemed necessary by the City.
12. The storage of hazardous, toxic, or explosive substances, including but not limited to hazardous waste, industrial waste, or used oil brought to the site is prohibited. The use of IEPA containers shall be used for the disposal of materials used in the daily operations of the business.
13. A drainage study must be completed and provided to the Zoning Officer prior to and as part of the Special Use Permit renewal and utilization of parcel 08-32-351-004.

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:

ORDINANCE NO.

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

AN ORDINANCE AMENDING CHAPTER 102, ARTICLE III, DISTRICTS, DIVISION 1
GENERALLY, SECTION 102-132, SITE AREA AND DIMENSIONS; REQUIREMENTS
AND EXCEPTIONS, (G), REFUSE AND RECYCLABLE MATERIAL STORAGE
AREAS, OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK

WHEREAS, the City desires to amend certain portions of Chapter 102 –
Zoning, 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 recommending the approval of
the Text Amendment, and

WHEREAS, the City of Loves Park is authorized and empowered by the
Statute to adopt and enforce the provisions of this ordinance.

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

Text Amendment of the Loves Park Zoning Ordinance as follows:

Amend: Section 102-132, Site area and dimensions; Requirements and
exceptions, (g), refuse and recyclable material storage areas, (1), as follows:

Amend. (1) Such storage shall be placed within a building or in an exterior
obscured enclosure. For residential uses, such enclosures shall be screened by
a solid (wood) fence or wall adequate to shield all containers within the
enclosure. Material within the fenced enclosure shall not extend above the
height of the fence or wall, be secured by a solid gate, and not exceed the height
of 6 feet. Enclosures for commercial and industrial properties and businesses
shall be poured concrete or masonry to adequately shield containers within the
enclosure. Material within the enclosure shall not extend above the height of the
enclosure, be secured by a solid gate, and not exceed a height of 6 feet. The
use of chain link fences and slats shall be prohibited in all districts.

All other provisions of Chapter 102, Article III, Districts, Division 1, Generally,
Section 102-132, shall remain in effect as previously published.

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

A P P R O V E D :

MAYOR

A T T E S T :

CITY CLERK

P A S S E D :

A P P R O V E D :

P U B L I S H E D :