

City Council Agenda _____	2
City Council Minutes _____	5
Proclamation - National Hunger & Homeless Awareness Week _____	14
Police Department Report _____	15
Fire Department Report _____	16
Street Report _____	18
Water Report _____	19
Finance & Administrative Committee Packet _____	21
Public Works Committee Packet _____	40
Codes & Regulations Committee Packet _____	49
Resolution - KNIB Donation _____	51
Resolution - Min~Max Program _____	53
Resolution - Janitorial Services Contract _____	55
Resolution - Authorizing Snow Removal _____	67
Resolution - Rock Cut Business Park No 9 _____	72
Ordinance 1st Reading - 374 Trent Lane Drive way approach _____	75
Ordinance 1st Reading - SUP 5400 & 5312 N. Second St. _____	77

LOVES PARK CITY COUNCIL AGENDA
MONDAY, NOVEMBER 8, 2021- 6 P.M.
CITY COUNCIL CHAMBERS
100 HEART BLVD.

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Mayor Greg Jury, followed by the Pledge of Allegiance.**

- III. ROLL CALL**

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

- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**
 - 1. Proclamation presented to John Strandin of Northern Illinois Homeless Coalition, proclaiming "National Hunger and Homelessness Awareness Week".**

- VI. APPROVE PAYMENT OF BILLS**

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

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

5. Community Development/Pruitt (Development, Planning, Zoning, Annexation, Building & Drainage)

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing a donation to Keep Northern Illinois Beautiful for their 2022 Christmas tree recycling program, Machesney Park Recycle Center, Clothing Drives-Spring & Fall, Environmental Education Program, Great American Cleanup, Medication Collection, Cell Phone for Soldiers, and Flag Retirement programs.**
- 2. Resolution authorizing the City to continue participation with the Illinois Municipal League Risk Management Association for insurance for city property, workers' compensation and liability insurance for the year 2022 and also to participate in the MIN/MAX Program.**
- 3. Resolution authorizing the Mayor to enter into a contract for custodial cleaning services with Crowley Services, for the City Hall, Street Department, Water Department and Police Department buildings.**
- 4. Resolution authorizing the Street Department Manager to hire Medrano's Landscaping for snow removal services for city properties for the 2021-2022 winter season.**
- 5. Resolution authorizing the Final Plat of Rock Cut Business Park Plat No. 9.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

- 1. Ordinance allowing a Variance in the permitted driveway approach for the property known as 374 Trent Lane.**
- 2. Ordinance providing for a Special Use Permit to allow overflow parking and staging of fleet commercial vehicles for the properties known as 5400 and 5312 North Second Street.**

XIV. PUBLIC COMMENT

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

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT

CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS
Journal of Proceedings
Regular Meeting, Monday, November 1, 2021
City Hall Council Chambers

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

Alderman Nancy Warden opened the meeting with an invocation, followed by the Pledge of Allegiance.

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 10/25/21 The Journal of Proceedings for the regular meeting of October 25, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Allton. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)
2. Comcast Changes Received a notice from Comcast of service reductions, effective December 15, & 21, 2021. Placed on file.
3. Tree-trimming Received a notice from ComEd of scheduled tree-trimming in Loves Park.
4. CCRT Update Received a letter to the Mayor and City Council from Police Chief Chuck Lynde with an update on the Crisis Co-Response Team. Placed on file.
5. Leaf-Vacuuming Mayor Jury announced that leaf-vacuuming will continue to December 10, 2021, weather permitting.
6. River Lane Mayor Jury reported that the paving of River Lane should begin by November 11, 2021.
7. General Fund Bills Alderman John Jacobson presented the General Fund and all other bills dated October 25, 2021 in the amount of \$417,382.52, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)
8. Water Department Bills Alderman John Jacobson presented the Water Department bills dated October 25, 2021 in the amount of \$8,142.07, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)
9. Public Safety Report Alderman Allton presented the Police Department Report dated November 1, 2021; presented the Fire Department Report dated November 1, 2021, to be placed on file.
10. Public Works Report Alderman Schlensker presented the Street Department Report dated November 1, 2021; presented the Water Department Report for November 1, 2021, to be placed on file.
11. Finance and Administration Committee Alderman John Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated November 1, 2021 in the amount of \$421,345.50, for consideration at next week's city council meeting; presented the minutes from the committee meeting held October 25, 2021, to be placed on file.

12. Public Works Committee
Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated November 1, 2021 in the amount of \$25,022.11, for consideration at next week's city council meeting; presented the minutes from the committee meeting held October 18, 2021, to be placed on file.
13. Codes & Regulations
Alderman Warden of the Codes and Regulations Committee presented the minutes from the committee meeting held October 4, 2021, to be placed on file.
14. SEP/Covid Testing Site Approved
Alderman Warden moved to approve a Special Event Permit application from Jawad Syed for a Covid-19 testing site at 6125 North Second Street, from 7:00 a.m. to 7:00 p.m. daily, through April 14, 2022. Second by Alderman Schlensker. Motion carried by voice vote.
15. SEP/Covid Testing Site Approved
Received a Special Event Permit application from Faizan Asfar for a Covid-19 testing site at 6501 North Second Street, from 9:00 a.m. to 7:00 p.m. daily, through April 22, 2022. Second by Alderman Schlensker. Motion carried by voice vote.
16. Omnibus Vote
Alderman Jacobson moved for an omnibus vote for Resolutions on items 3-6. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)
17. Agreement For Riverside and McFarland Redevelopment Project Area
Alderman John Jacobson presented the following resolution of the City of Loves Park, Winnebago County and Boone County, Illinois, Expressing an Official Intent regarding the negotiation of one or more Redevelopment Agreements and the reimbursement of certain expenditures in connection with the Riverside and McFarland Redevelopment Project Area. **WHEREAS**, the Mayor and City Council (the "Corporate Authorities") of the City of Loves Park, Winnebago County, Illinois (the "City"), in an effort to revitalize the local economy and provide for the redevelopment reuse of an underutilized and blighted area within the community, are considering a proposed City of Loves Park, Winnebago County, Illinois, Riverside and McFarland Redevelopment Project Area (the "Project Area") (see Exhibit A, Project Area Boundary) and contemplating the use of tax increment finance ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "TIF Act"), to pay eligible "redevelopment project costs" as defined in the Act for the benefit of the Project Area; and **WHEREAS**, the Corporate Authorities of the City, in the interest of stimulating economic activity, creating and maintaining jobs, increasing tax revenues, encouraging the creation of new and lasting infrastructure and other improvements, and facilities, and to cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services to increase the general tax base, employment and economic growth, are considering the proposal of a Business Development District and Business District Plan ("BDD"), pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. as amended (the BDD ACT") for the Project Area; and **WHEREAS**, the Corporate Authorities (i) have determined that in order to encourage private investment within the Project Area and restore and enhance the tax base of the City, certain conditions within the Project Area that cause the areas within the Project Area to be classified as "blighted" or "conservation" areas must be removed, and (ii) are considering redevelopment of the Project area utilizing the powers and authority conferred by the TIF Act; and **WHEREAS**, the removal of conditions that cause the areas within the Project Area to be classified as "blighted" or "conservation" areas, and the redevelopment and reuse of the Project area, are expected to require the expenditure of funds on such "redevelopment project costs" by both the City and private parties; and **WHEREAS**, in order to stimulate private investment in the Project Area, it is necessary for the City to provide financial and other assistance to private parties utilizing the powers and authority conferred by the TIF Act and the BDD Act; and **WHEREAS**, the Corporate Authorities desire to begin negotiating with private parties in connection with the potential redevelopment of portions of the Project Area; and

18. Agreement For
Riverside &
McFarland
Redevelopment
Project Area
(Continued)

WHEREAS, it is desirable and in the best interest of the residents of the City to authorize the Mayor and other appropriate officers of the City to begin negotiating with private parties (“Developers”), cause the necessary due diligence to be conducted to determine the feasibility of redevelopment projects proposed by such private parties, and begin drafting one or more redevelopment agreements (the “RDAs”) to be entered into by the City and the Developers governing the redevelopment of the Project Area; and **WHEREAS**, during the course of those negotiations the City and Developers intend to make certain expenditures for eligible “redevelopment project costs” in connection with and the redevelopment of the Project Area, (the “Expenditures”); and **WHEREAS**, the City reasonably expects to reimburse itself and the Developers for the Expenditures by using incremental property tax revenue derived from TIF or issuing obligations pursuant to the Act secured by incremental property tax revenue derived from TIF , and potentially, the establishment of a Business Development District or otherwise pursuant to law (the “Reimbursement Obligations”); **NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED**, by the Mayor and Council of Trustees of the City of Loves Park, Winnebago County, Illinois, that:

Section 1. Recitals

The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated by reference and made a part of this Resolution.

Section 2. Authority

- (a) The City is a duly constituted and organized non-home rule municipality as described in Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and as such has specific powers granted to it by law.
- (b) This Resolution is adopted in connection with the contemplated implementation of a “redevelopment plan” in accordance with and as defined in the TIF Act and the BDD Act.
- (c) This Resolution is a declaration of official intent under Treasury Regulations Section 1.150-2.
- (d) This Resolution shall allow for “redevelopment project costs” to be incurred and subsequently reimbursed from incremental property tax revenue derived from TIF or from the proceeds of a BDD Tax.

Section 3. RDA Negotiation

- (a) The Corporate Authorities authorize the Mayor and his designees to proceed in good faith with negotiating and preparing one or more RDAs between the City and one or more Developers to encourage industrial and commercial development and the redevelopment and reuse of blighted or conservation areas within the Project Area.
- (b) Each RDA shall provide for the use of TIF, as provided in the TIF Act and/or BDD revenue as provided in the BDD Act, and may provide for the use of TIF to pay or reimburse the costs of eligible “redevelopment project costs” within the Project Area.
- (c) Each RDA shall include the amount and terms of TIF and/or BDD assistance that may be made available to the applicable Developer, and that assistance shall be based on the determination of financial need in order to allow an approved redevelopment project to be feasible, provided that assistance shall be limited to payment or reimbursement of eligible redevelopment project costs. Such assistance shall also be dependent upon receipt of sufficient TIF and or BDD revenue and shall not become a general obligation of the City.
- (d) Each RDA shall provide that zoning that zoning, planned unit development, subdivision, and site plan approvals must be approved separately by the Corporate Authorities where otherwise required by law.

Section 4. Estimate of Expenditures

- (a) Prior to the execution of the RDAs, the City intends to incur, or cause Developers to incur, Expenditures in connection within the Project Area allowable under the TIF and BDD Acts including, and not limited to, the following:

19. Agreement For
Riverside &
McFarland
Redevelopment
Project Area
(Continued)

1. Property acquisition, demolition, grading, and site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground level or below ground environmental contamination; including but not limited to parking lots and other concrete or asphalt barriers, and utilities.
 2. Professional services including legal, zoning, redevelopment consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, environmental and geotechnical services. Legal services relating to the formation and development of the Project Area, and associated activities provided by the City Attorneys.
- (b) The final executed RDAs may include eligible redevelopment project costs that are to be incurred after the execution of the RDA, in addition to the Expenditures incurred in connection with this Resolution prior to the execution of the RDAs.

Section 5. Reimbursement of Expenditures

The City intends to reimburse all or a portion of the Expenditures incurred in connection with this Resolution only through the use of revenue received in accordance to the TIF Act and/or BDD Act, to the extent the same is adequate and only to developers if an RDA is executed with such Developer.

Section 6. Non-Binding Effect

Notwithstanding the foregoing, all negotiations and all agreements (including those with private parties) relating to the redevelopment of portions of the Project Area shall be and shall remain non-binding on the City unless and until they are formally approved by the Corporate Authorities. The City shall not be liable for the payment of any costs, Expenditures, or Reimbursement Obligations unless and until the same are authorized by a duly approved and enacted RDA.

Section 7. Public Inspection

This Resolution shall be immediately available for inspection by the public at the office of the City Clerk.

Section 8. Severability

If any provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Resolution, and to that effect all provisions of this Resolution are deemed severable.

Section 9. Effective Date

This Resolution shall be in full force and effect immediately upon its passage and approval by the Corporate Authorities, as provided by law. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)

RESOLUTION NO. 21-097

20. Agreement For
Illinois 173 &
Forest Hills
Redevelopment
Project Area

Alderman John Jacobson presented the following resolution of the City of Loves Park, Winnebago County and Boone County, Illinois, Expressing an official intent regarding the negotiation of one or more redevelopment agreements and the reimbursement of certain expenditures in connection with the Illinois 173 and Forest Hills Redevelopment Project Area. **WHEREAS**, the Mayor and City Council (the "Corporate Authorities") of the City of Loves Park, Winnebago County, Illinois (the "City"), in an effort to revitalize the local economy and provide for the redevelopment reuse of an underutilized and blighted area within the community, are considering a proposed City of Loves Park, Winnebago County, Illinois, Illinois 173 and Forest Hills Redevelopment Project Area (the "Project Area") (see Exhibit A, Project Area Boundary) and contemplating the use of tax increment finance ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "TIF Act"), to pay eligible "redevelopment project costs" as defined in the Act for the benefit of the Project Area; and

21. Agreement For
Illinois 173 &
Forest Hills
Redevelopment
Area
(Continued)

WHEREAS, the Corporate Authorities of the City, in the interest of stimulating economic activity, creating and maintaining jobs, increasing tax revenues, encouraging the creation of new and lasting infrastructure and other improvements, and facilities, and to cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services to increase the general tax base, employment and economic growth, are considering the proposal of a Business Development District and Business District Plan (“BDD”), pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. as amended (the BDD ACT”) for the Project Area; and **WHEREAS**, the Corporate Authorities (i) have determined that in order to encourage private investment within the Project Area and restore and enhance the tax base of the City, certain conditions within the Project Area that cause the areas within the Project Area to be classified as “blighted” or “conservation” areas must be removed, and (ii) are considering redevelopment of the Project area utilizing the powers and authority conferred by the TIF Act; and **WHEREAS**, the removal of conditions that cause the areas within the Project Area to be classified as “blighted” or “conservation” areas, and the redevelopment and reuse of the Project area, are expected to require the expenditure of funds on such “redevelopment project costs” by both the City and private parties; and **WHEREAS**, in order to stimulate private investment in the Project Area, it is necessary for the City to provide financial and other assistance to private parties utilizing the powers and authority conferred by the TIF Act and the BDD Act; and **WHEREAS**, the Corporate Authorities desire to begin negotiating with private parties in connection with the potential redevelopment of portions of the Project Area; and **WHEREAS**, it is desirable and in the best interest of the residents of the City to authorize the Mayor and other appropriate officers of the City to begin negotiating with private parties (“Developers”), cause the necessary due diligence to be conducted to determine the feasibility of redevelopment projects proposed by such private parties, and begin drafting one or more redevelopment agreements (the “RDAs”) to be entered into by the City and the Developers governing the redevelopment of the Project Area; and **WHEREAS**, during the course of those negotiations the City and Developers intend to make certain expenditures for eligible “redevelopment project costs” in connection with and the redevelopment of the Project Area, (the “Expenditures”); some of which date back as far as June 1, 2021; and **WHEREAS**, the City reasonably expects to reimburse itself and the Developers for the Expenditures by using incremental property tax revenue derived from TIF or issuing obligations pursuant to the Act secured by incremental property tax revenue derived from TIF , and potentially, the establishment of a Business Development District or otherwise pursuant to law (the “Reimbursement Obligations”); **NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED**, by the Mayor and Council of Trustees of the City of Loves Park, Winnebago County, Illinois, that:

Section 1. Recitals

The statements set forth in the preambles to this Resolution are found to be true and correct and are incorporated by reference and made a part of this Resolution.

Section 2. Authority

- (a) The City is a duly constituted and organized non-home rule municipality as described in Section 7 of Article VII of the 1970 Constitution of the State of Illinois, and as such has specific powers granted to it by law.
- (b) This Resolution is adopted in connection with the contemplated implementation of a “redevelopment plan” in accordance with and as defined in the TIF Act and the BDD Act.
- (c) This Resolution is a declaration of official intent under Treasury Regulations Section 1.150-2.
- (d) This Resolution shall allow for “redevelopment project costs” to be incurred and subsequently reimbursed from incremental property tax revenue derived from TIF or from the proceeds of a BDD Tax.

22. Agreement For
Illinois 173 &
Forest Hills
Redevelopment
Area
(Continued)

Section 3. RDA Negotiation

- (a) The Corporate Authorities authorize the Mayor and his designees to proceed in good faith with negotiating and preparing one or more RDAs between the City and one or more Developers to encourage industrial and commercial development and the redevelopment and reuse of blighted or conservation areas within the Project Area.
- (b) Each RDA shall provide for the use of TIF, as provided in the TIF Act and/or BDD revenue as provided in the BDD Act, and may provide for the use of TIF to pay or reimburse the costs of eligible “redevelopment project costs” within the Project Area.
- (c) Each RDA shall include the amount and terms of TIF and/or BDD assistance that may be made available to the applicable Developer, and that assistance shall be based on the determination of financial need in order to allow an approved redevelopment project to be feasible, provided that assistance shall be limited to payment or reimbursement of eligible redevelopment project costs. Such assistance shall also be dependent upon receipt of sufficient TIF and or BDD revenue and shall not become a general obligation of the City.
- (d) Each RDA shall provide that zoning, planned unit development, subdivision, and site plan approvals must be approved separately by the Corporate Authorities where otherwise required by law.

Section 4. Estimate of Expenditures

- (a) Prior to the execution of the RDAs, the City intends to incur, or cause Developers to incur, Expenditures in connection within the Project Area allowable under the TIF and BDD Acts including, and not limited to, the following:
 - 3. Property acquisition, demolition, grading, and site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground level or below ground environmental contamination; including but not limited to parking lots and other concrete or asphalt barriers, and utilities.
 - 4. Professional services including legal, zoning, redevelopment consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, environmental and geotechnical services. Legal services relating to the formation and development of the Project Area, and associated activities provided by the City Attorneys.
- (b) The final executed RDAs may include eligible redevelopment project costs that are to be incurred after the execution of the RDA, in addition to the Expenditures incurred in connection with this Resolution prior to the execution of the RDAs and it is the intent to reimburse such costs occurring from and after June 1, 2021 upon proper substantiation thereof.

Section 5. Reimbursement of Expenditures

The City intends to reimburse all or a portion of the Expenditures incurred in connection with this Resolution only through the use of revenue received in accordance to the TIF Act and/or BDD Act, to the extent the same is adequate and only to developers if an RDA is executed with such Developer.

Section 6. Non-Binding Effect

Notwithstanding the foregoing, all negotiations and all agreements (including those with private parties) relating to the redevelopment of portions of the Project Area shall be and shall remain non-binding on the City unless and until they are formally approved by the Corporate Authorities. The City shall not be liable for the payment of any costs, Expenditures, or Reimbursement Obligations unless and until the same are authorized by a duly approved and enacted RDA.

Section 7. Public Inspection

This Resolution shall be immediately available for inspection by the public at the office of the City Clerk.

23. Agreement For Illinois 173 & Forest Hills Redevelopment Project Area (Continued)

Section 8. Severability

If any provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Resolution, and to that effect all provisions of this Resolution are deemed severable.

Section 9. Effective Date

This Resolution shall be in full force and effect immediately upon its passage and approval by the Corporate Authorities, as provided by law. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)

RESOLUTION NO. 21-098

24. PGAV Professional Services For Illinois 173 & Forest Hills Redevelopment Project Area

Alderman John Jacobson presented the following resolution authorizing the Mayor to sign a contract for professional services regarding the proposed Illinois 173 and Forest Hills Redevelopment Project Area. **WHEREAS**, the Mayor and City Council (the "Corporate Authorities") of the City of Loves Park, Winnebago County, Illinois (the "City"), in an effort to revitalize the local economy and provide for the redevelopment and reuse of an underutilized and blighted area within the community, are considering a proposed City of Loves Park, Winnebago County, Illinois, 173 and Forest Hills Redevelopment Project Area (the "Project Area") (see Exhibit A. Project Area Boundary) and contemplating the use of tax increment finance ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "TIF" Act"), to pay eligible "redevelopment project costs" as defined in the Act for the benefit of the Project Area; and **WHEREAS**, the Corporate Authorities of the City, in the interest of stimulating economic activity, creating and maintaining jobs, increasing tax revenues, encouraging the creation of new and lasting infrastructure and other improvements, and facilities, and to cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services to increase the general tax base, employment and economic growth, are also considering the proposal of a Business Development District and Business District Plan ("BDD"), pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. as amended (the "BDD Act") for the Project Area; and **WHEREAS**, in furtherance of the foregoing, the City wishes to retain PGAV Planners, LLC ("PGAV"), to undertake an eligibility study to aid it in the formation of the TIF and Business Development District and in furtherance thereof, PGAV has submitted the Contract for Professional Services attached hereto. **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The Mayor is authorized to sign a Contract for Professional Services in a form substantially similar to that attached hereto and the terms set forth therein are hereby approved.
3. Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
4. This Resolution shall be in full force and effect from and after its passage and approval.

Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)

RESOLUTION NO. 21-099

25. PGAV
Professional
Services For
Riverside &
McFarland
Redevelopment
Project Area

Alderman John Jacobson presented the following resolution authorizing the Mayor to sign a contract for professional services regarding the proposed Riverside and McFarland Redevelopment Project Area. **WHEREAS**, the Mayor and City Council (the "Corporate Authorities") of the City of Loves Park, Winnebago County, Illinois (the "City"), in an effort to revitalize the local economy and provide for the redevelopment and reuse of an underutilized and blighted area within the community, are considering a proposed City of Loves Park, Winnebago County, Illinois, Riverside and McFarland Redevelopment Project Area (the "Project Area") (see Exhibit A. Project Area Boundary) and contemplating the use of tax increment finance ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "TIF" Act"), to pay eligible "redevelopment project costs" as defined in the Act for the benefit of the Project Area; and **WHEREAS**, the Corporate Authorities of the City, in the interest of stimulating economic activity, creating and maintaining jobs, increasing tax revenues, encouraging the creation of new and lasting infrastructure and other improvements, and facilities, and to cause the attraction and retention of businesses and commercial enterprises which generate economic activity and services to increase the general tax base, employment and economic growth, are also considering the proposal of a Business Development District and Business District Plan ("BDD"), pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq. as amended (the "BDD Act") for the Project Area; and **WHEREAS**, in furtherance of the foregoing, the City wishes to retain PGAV Planners, LLC ("PGAV"), to undertake an eligibility study to aid it in the formation of the TIF and Business Development District and in furtherance thereof, PGAV has submitted the Contract for Professional Services attached hereto. **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this resolution, that the Mayor and the City Council hereby agree as follows:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The Mayor is authorized to sign a Contract for Professional Services in a form substantially similar to that attached hereto and the terms set forth therein are hereby approved.
3. Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
4. This Resolution shall be in full force and effect from and after its passage and approval.

Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen John Jacobson, Puckett, Dan Jacobson, Pruitt, Thompson, Peterson, Holmes, Schlensker, Allton, Warden)

RESOLUTION NO. 21-100

26. Agreement With
Rockford Park
District For
Marketing Sports
Tourism

Alderman John Jacobson presented the following resolution authorizing the Mayor to sign an Intergovernmental Agreement between the City of Loves Park and the Rockford Park District for marketing sports tourism and overnight visitors to the community. **WHEREAS**, the City of Loves Park, an Illinois Municipal Corporation ("City"), pursuant to 65 ILCS 5/8-13-14 receives municipal hotel tax revenue to promote tourism and conventions within the municipality or otherwise to attract nonresident overnight visitors to the municipality; and **WHEREAS**, the Rockford Park District, an Illinois Municipal Corporation ("RPD") has a well-established history of drawing tens of thousands of sports tourists to the City who add greatly to the economic health and well-being of the City; and **WHEREAS**, maintaining and growing the pool of sports tourists is beneficial to both the City and to RPD. **NOW THEREFORE, BE IT RESOLVED** that:

27. Agreement With
Rockford Park
District For
Marketing Sports
Tourism
(Continued)

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The Mayor is authorized to sign, on behalf of the City, the attached Intergovernmental Agreement with the Rockford Park District.
3. Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
4. This Resolution shall be in full force and effect from and after its passage and approval.

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

RESOLUTION NO. 21-101

28. Adjourn

Alderman John Jacobson moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:10 p.m.

APPROVED:

Robert J. Burden, City Clerk

COMMITTEE MEETINGS:

Codes & Regulations:	Monday, November 8, 2021 6:15 p.m.
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STANDING COMMITTEE MEETINGS:

Community Development:	Following Council Meeting 6:15 p.m.
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Finance and Administration:	Prior to Council Meeting 5:40 p.m.
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Public Works:	Prior to Council Meeting 5:15 p.m.
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Zoning Board of Appeals:	3 rd Thursday of the Month 5:30 p.m.
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GREGORY R. JURY, MAYOR - ROBERT J. BURDEN, CITY CLERK - JOHN C. DANIELSON, CITY TREASURER

PROCLAMATION

WHEREAS, hundreds of individuals in Winnebago County, many of them children and families, experience homelessness each year; and

WHEREAS, more than forty-five thousand people in Winnebago County are living in poverty, with many of them having to use the services of a local food pantry or soup kitchen.

WHEREAS, the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness are sponsoring National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the awareness campaign is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations committed to sheltering, providing supportive services as well as meals and food supplies to the homeless through the efforts of the Rock River Homeless Coalition; and

WHEREAS, the City of Loves Park recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in our community.

NOW THEREFORE I, Gregory Jury, Mayor of Loves Park, do hereby proclaim November 14-20, 2021, to be

“National Hunger and Homelessness Awareness Week”

in Loves Park, and encourage all residents to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.

IN WITNESS WHEREOF, I hereunto set my hand and affixed the Seal of the City of Loves Park this ___ day of November, 2021.

Mayor Gregory R. Jury

Attest: Robert J. Burden, City Clerk



LOVES PARK **POLICE**

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

To: Alderman Doug Allton
From: Chief Charles Lynde
Date: 11/08/2021
Subject: Police Activity Report

Police activity report for the week of 10/24/2021 through 10/30/2021

Calls for Service	502
Total Number of Arrests	157
Accidents	10

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE



Last 7 Days ▾

Oct 27, 2021 - Nov 2, 2021 ▾

04:26

MM:SS
Average First Apparatus Travel Time

07:15

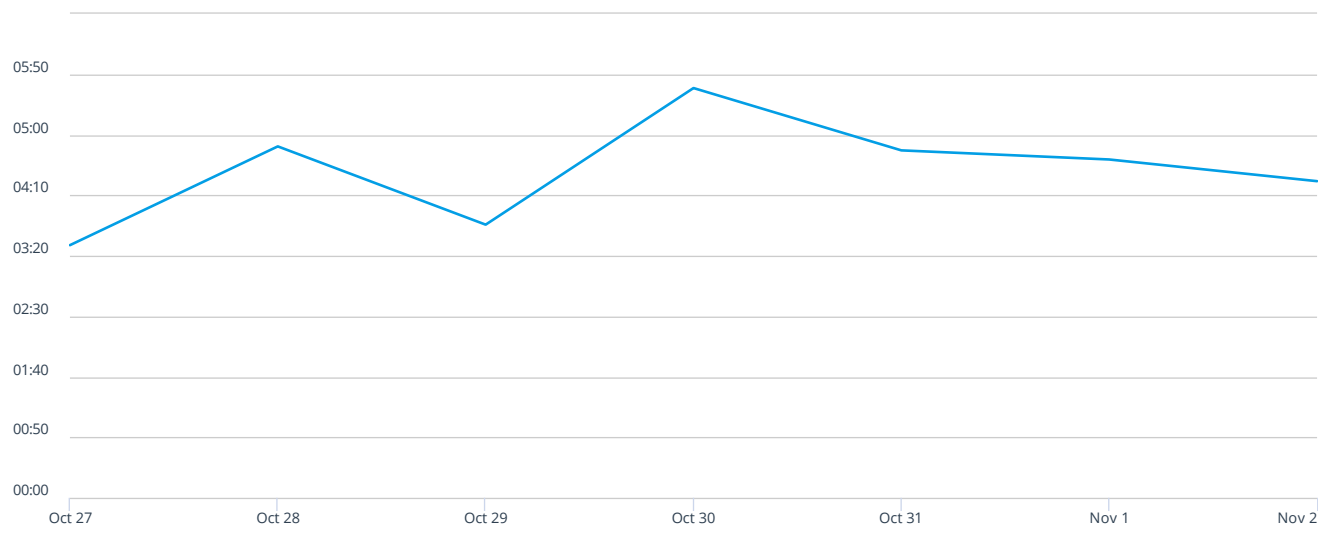
MM:SS
90th Percentile First Apparatus Travel Time

7

DAYS
In Selected Time Slice

77

INCIDENTS
In Selected Time Slice



- Counts**
- % Rows
- % Columns
- % All

	10/27/21	10/28/21	10/29/21	10/30/21	10/31/21	11/1/21	11/2/21	11/3/21	11/4/21	11/5/21	11/6/21	11/7/21	11/8/21	Total
00:00 - 03:59	2	4	14	2	7	3	4							36
04:00 - 07:59	2	6	8	5	4	8	4							37
08:00 - 11:59		1	1		2									4
12:00 - 15:59														0
16:00 - 29:59														0
30:00 - 1:29:59														0
Total	4	11	23	7	13	11	8							77
Exceptions														0

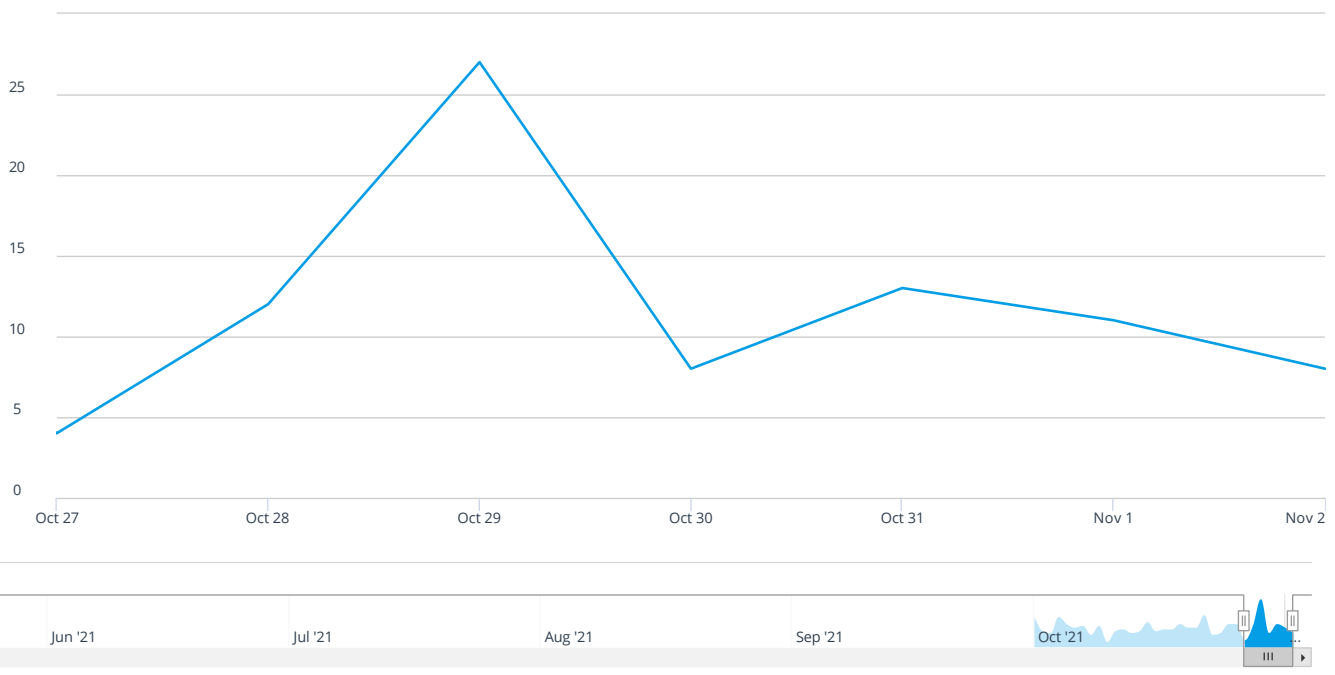
Last 7 Days ▾ Oct 27, 2021 - Nov 2, 2021 ▾

18%
FIRE
 Percentage of Total Incidents

82%
EMS
 Percentage of Total Incidents

83
INCIDENTS
 In Selected Time Slice

7
DAYS
 In Selected Time Slice



Counts | % Rows | % Columns | % All

	10/27/21	10/28/21	10/29/21	10/30/21	10/31/21	11/1/21	11/2/21	11/3/21	11/4/21	11/5/21	11/6/21	11/7/21	11/8/21	Total
(11) Structure Fire		1												1
(22) Overpressure rupture from air or gas (no fire)		1												1
(32) Emergency medical service (EMS) incident	4	9	23	7	9	9	7							68
(41) Combustible/f... spills & leaks			1											1
(42) Chemical release, reaction, or toxic condition					1									1
(55) Public service assistance		1		1	2									4
(60) Good intent call, other			1											1
(65) Steam, other gas mistaken for smoke			1											1
(70) False alarm and false call, other			1			1								2
(73) System or detector malfunction							1							1
(74) Unintentional system/detect... operation (no fire)					1	1								2
Total	4	12	27	8	13	11	8							83



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

Submitted by: David Jacobson
Public Works Foreman

Week of October 29, 2021 thru November 5, 2021

Previous week's activity:

1. Continue to set up trucks for winter.
2. Finished cleaning the drainage ditch for the year.
3. Continue to service all trucks.
4. Helped Water Dept. with main breaks.
5. Snow plow rodeo.

Proposed work:

1. Riverside bridge inspection.
2. Continue to service trucks.
3. Continue to set up trucks for winter.
4. Continue working on the remainder of the sidewalk/curb replacement.
5. Cold patch.



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 10/24/21-10/31/21

Field maintenance
Scheduled appointments
Julies
Meter exchanges
Hydrant maintenance-flushing
Replumbs with Helm
Continue overseeing the River Lane water main project
Overseeing Perry Ridge phase 3 water main project
Oversee water service wet tap on Broadcast Pkwy
River Lane & Hollis tie-in
River Lane & Walker tie-ins
Dug main break 913 Northfield
Dug main break 5317 East Dr
Dug service Leak 5268 Pebble Creek Trl

Week of 11/1/21-11/7/21: Tentative week outlook

Field maintenance
Scheduled appointments
Julies
Meter exchanges
Hydrant maintenance-flushing
Replumbs with Helm
Dig Main break 525 Pearl Ave
Dig Main break 5818 Wilson
Dig main break 5008 Talaton
River Lane tie-in (west end)
Sample Harriett & Cherry (William Charles)

Weekly Production Report: Week of 10/24/21-10/31/21

- 10-25 River lane connections, daily samples, and tests
- 10-26 River lane connections, daily samples, and tests
- 10-27 Snowplow rodeo, daily samples, and tests
- 10-28 Regulatory update, daily samples, and tests
- 10-29 Assisted with East Dr main break, daily samples, and tests
- 10-30 Daily samples and tests
- 10-31 Daily samples and tests
- 10-27 Snowplow rodeo, daily samples, and tests
- 10-28 Regulatory update, daily samples, and tests
- 10-29 Assisted with East Dr main break, daily samples, and tests
- 10-30 Daily samples and tests
- 10-31 Daily samples and tests

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, NOVEMBER 8, 2021 – 5:40 P.M.
CITY COUNCIL CHAMBERS
100 HEART BLVD.**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4. ITEMS FOR CONSIDERATION

- A. Resolution authorizing a donation to Keep Northern Illinois Beautiful for their 2022 Christmas tree recycling program, Machesney Park Recycle Center, Clothing Drives Spring & Fall, Environmental Education Program, Great American Cleanup, Medication Collection, Cell Phone for Soldiers, and Flag Retirement programs.**
- B. Resolution authorizing the City to continue participation with the Illinois Municipal League Risk Management Association for insurance for city property, workers' compensation and liability insurance for the year 2022 and also to participate in the MIN/MAX Program.**
- C. Resolution authorizing the Mayor to enter into a contract for custodial cleaning services with Crowley Services, for the City Hall, Street Department, Water Department and Police Department buildings.**

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
100 HEART BLVD.

DATE OF MEETING: November 1, 2021

CALLED TO ORDER: 5:40 P.M.

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

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

MINUTES APPROVAL: October 25, 2021

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

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
 - A. Resolution of the City of Loves Park, Winnebago and Boone Counties, Illinois, expressing an official intent regarding the negotiation of one or more redevelopment agreements and the reimbursement of certain expenditures in connection with the Riverside and McFarland Redevelopment Project Area.

Alderman Peterson moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays
 - B. Resolution of the City of Loves Park, Winnebago and Boone counties, Illinois, expressing an official intent regarding the negotiation of one or more redevelopment agreements and the reimbursement of certain expenditures in connection with the Illinois 173 and Forest Hills Redevelopment Project Area.

Alderman Peterson moved to approve. Second by Alderman Pruitt.
Motion carried. 4 Ayes – 0 Nays
 - C. Resolution authorizing the Mayor to sign a contract for professional services regarding the proposed Illinois 173 and Forest Hills Redevelopment Project Area.

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

- D. Resolution authorizing the Mayor to sign a contract for professional services regarding the proposed Riverside and McFarland Redevelopment Project Area.

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

- E. Resolution authorizing the Mayor to sign an Intergovernmental Agreement between the City of Loves Park and the Rockford Park District for marketing sports tourism and overnight visitors to the community.

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

3. General Discussion.

4. Adjournment.

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

Adjournment: 5:49 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

CITY OF LOVES PARK

BY ALDERMAN John Jacobson

RESOLUTION NO.

DATE: NOVEMBER 8, 2021

**DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution,

The City of Loves Park shall donate \$5,000.00 to Keep Northern Illinois Beautiful to help sponsor the following community programs for 2022:

**Machesney Park Recycle Center
Christmas Tree Recycling
Clothing Drives-Spring & Fall
Environmental Education Program
Great American Cleanup
Medication Collection
Cell Phone for Soldiers
Flag Retirement**

Funds for this donation will be expended from account #01-01-6495 – Organizations Grants Program.

Ald. John Jacobson, Chairman

Ald. Jim Puckett

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

Board of Directors

Board Officers:

David Sobojinski, *President*
Midland States Bank

Kevin Hrdlicka, *Vice-President*,
Savant Wealth Management

Stephanie Lombardi,
Treasurer, Arc Design
Resources, Inc.

Ronald Allen, *Secretary*,
Retired Pharmacist

Board Members:

Julie Altenbernd
Rock River Disposal

Shelby Best
Region 1 Planning Council

Erna Colborn
Edward Jones

Cornie Kelly
Century 21 Affiliated

Michael Teleso
Northwest Bank

Mark Middendorf
SmithAmundsen, LLC

Staff Members:

Pamela Osborne
Executive Director

Roxanne Hopperstad
Administrative Assistant/
Volunteer Coordinator

Jean Ginner
Event and Communications
Coordinator

Gregory Rathman
Facilities Manager

September 30, 2021

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

Dear Mayor Jury,

It has been a privilege to partner with the City of Loves Park in carrying out the mission of Keep Northern Illinois Beautiful. Your continued support is greatly appreciated and our community is safer, cleaner and healthier because of it.


This will be the 34th year for the successful Christmas Tree Recycling program, many years for the other programs and going into our 3rd year for the North end Recycle Center. Your sponsorship is extremely important to the continuation of these programs. The Christmas Tree program accomplishes the following essential goals:

- ✓ *Provides Loves Park residents with a viable option for tree disposal*
- ✓ *Reduces waste at the curbside*
- ✓ *Reduces trash and compacting costs to taxpayers*
- ✓ *Conserves much needed landfill space*
- ✓ *Provides free mulch from the chipped trees to area residents and small business owners*

Keep Northern Illinois Beautiful is respectfully requesting continued City of Loves Park funding support in the amount of \$5,000.00 to sponsor the 2022 Christmas Tree Recycling, Machesney Park Recycle Center, Medication Collection, Great American Cleanup, Cell phone for Soldiers, Flag Retirement and 2 Clothing Drives.

We are pleased to recognize the City of Loves Park sponsorship through listings in fliers and press releases, on the website as well as, social media and other media.

Thank you for your consideration of this request. Together we will build and sustain a clean, green & healthy community.

Sincerely,

Pamela Osborne
Executive Director

CITY OF LOVES PARK

BY ALDERMAN

RESOLUTION NO.

DATE: November 8, 2021

DEPARTMENT: City Clerk's Office

RESOLVED, that by the adoption of this resolution,

the City of Loves Park shall continue participation with the Illinois Municipal League Risk Management Association for insurance for city property, workers' compensation and liability insurance for the year 2022. The City Treasurer is authorized to make one premium payment in the amount of \$435,603.64, to be paid in full on or before November 19, 2021, in order to receive the early pay discount of \$4,382.36.

Payment to be drawn from account #01-01-6310, Insurance of City Property.

Be it further resolved that the City shall participate in the MIN/MAX Program, and the Mayor is authorized to sign the Illinois Municipal League Risk Management Association Minimum/Maximum Contribution Agreement for 2022.

Ald. John Jacobson, Chairman

Ald. Jim Puckett

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

MOTION:
SECOND:
VOTING:



INVOICE

2022 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 1, 2021
 Member: City of Loves Park
 Account #: 0330
 Indicate Payment Option (from list below): _____
 Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$229,331
Auto Liability & Comprehensive General Liability	\$149,621
Portable Equipment	\$2,269
Auto Physical Damage	\$20,109
Property	\$36,906
	\$438,236

2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*

\$1,750

INVOICE TOTAL

\$439,986

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:

OPTION #1 – Pay Full Amount

Contribution Amount	\$438,236.00
Minus 1% Savings	\$4,382.36
	\$433,853.64
Illinois Municipal League Dues	\$1,750.00
Total due by 11/19/21	\$435,603.64

OPTION #2 - Pay Full Amount

Contribution Amount	\$438,236.00
Illinois Municipal League Dues	\$1,750.00
Total due by 12/17/21	\$439,986.00

OPTION #3 - Pay in two installments
 Includes 1% installment fee

Contribution Amount	\$438,236.00
Plus 1% fee	\$4,382.36
	\$442,618.36
Illinois Municipal League Dues	\$1,750.00
	\$444,368.36

\$222,184.18 Due by 12/17/21

\$222,184.18 Due by 5/20/22

**Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.*

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

CITY OF LOVES PARK

BY ALDERMAN John Jacobson

RESOLUTION NO.

DATE: NOVEMBER 8, 2021

**DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution, that the Mayor is authorized to enter into a contract for custodial cleaning services with Crowley Services, 4037 River Road, Cherry Valley, IL 61016, for the City Hall, Street Department, Water Department, and Police Department buildings. The prices for services is based on the bid quote and Janitorial Services Contract which is attached to and made part of this Resolution.

Ald. John Jacobson, Chairman

Ald. Jim Puckett

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

SYNT 11/3/21

JANITORIAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of January, 2022, by and between THE CITY OF LOVES PARK, a municipal corporation of the State of Illinois, (hereinafter "City"), and Crowley Services of 4037 River Rd Cherry Valley Illinois 61016 (hereinafter "Cleaner").

WHEREAS, the City wishes to enter into an agreement to acquire custodial cleaning services for the Loves Park City Hall, City Hall's rental areas, Police Department, Street Department and Water Department.

WHEREAS, the Cleaner wishes to provide custodial cleaning services for the Loves Park City Hall, City Hall's rental areas, Police Department, Street Department and Water Department.

WHEREAS, the City and Cleaner represent each to the other that it has the legal capacity to execute this agreement and that this execution has been properly authorized in accordance with the laws, bylaws and procedures applicable to each party.

NOW THEREFORE, IT IS HEREBY AGREED:

1. STATEMENT OF WORK: The Cleaner shall (a) execute and complete all work included in and covered by City's official award of this contract to Cleaner as it is detailed herein and attached hereafter as Exhibit A which is attached hereto and incorporated herein by reference and consists of three pages and entitled "Areas to be Cleaned and Frequency" with "Specifications", (b) furnish all cleaning supplies, wastebasket liners, soap, restroom supplies, , and other accessories necessary for the performance of the duties detailed herein and attached hereafter as Exhibit A; (c) furnish all materials, except paper products. Furnish equipment necessary to perform the duties detailed herein and attached hereafter as Exhibit A; and (d) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of the duties detailed herein and attached hereafter as Exhibit A.

2. WORK SCHEDULE: Cleaning which is to be performed weekly, monthly, and quarterly, and shall be scheduled so that services are performed at regular intervals. For example, services to be performed weekly shall be performed every five days; services to be performed monthly shall be performed on the same numbered day of every month, if however that numbered day does not exist in any particular month, the last day of that month shall be substituted as if it were the numbered day used in the previous month; and services to be performed quarterly shall be performed on the same numbered day of every third month, if however that numbered day does

not exist in any particular month for which services should be performed, the last day of that month shall be substituted as if it was the numbered day used in the previous quarterly cleaning.

3. COMPENSATION: The City shall pay the Cleaner for the performance of the work specified in this contract, and Cleaner shall accept as full compensation for this performance,

\$ 4,040.00 for all services and materials provided payment to be made on a monthly basis on or before the fifth day of the month following the month for which services have been rendered. Said compensation of \$4,040.00 per month is divisible between the Buildings as follows: (a) \$ 1,825.00 for City Hall; (b) \$990.00 for the Police Department; (c) \$325.00 for the Street Department; (d) \$ 275.00 for Civic Center (e) \$ 125.00 for GPAC and (f) \$500.00 for the Water Department.

4. **DURATION:** It is understood that this contract has commenced on January 1, 2022 and shall terminate on December 31, 2022, unless sooner terminated as hereinafter provided. Further, this contract shall renew itself if notice of cancellation has not been given by either party prior to 90 days before the end of each one year term.

5. **TERMINATION BY CITY:** City shall have the right, after 90 days' from which written notice was given, to terminate this contract, if: (a) Cleaner violates any of the terms set forth in this contract; or (b) the City's Mayor believes Cleaner is grossly negligent, not complying or incompetent in the performance of his duties.

6. **SUSPENSION OF CONTRACT:** This contract shall be inoperative during such period of time as delivery or acceptance of services may be rendered impossible by reason of fire, strike, act of God, government regulation or other cause beyond control of either party.

7. **INSURANCE:** Cleaner shall provide and maintain during the term of this contract and its renewals insurance coverage with insurers authorized to do business in the state of Illinois; as follows:

A. **Workers' Compensation Insurance.** Workers' compensation insurance in an amount equal to the limits of liability provided by the applicable municipal statutes; in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

B. **Employer's Liability Insurance.** Employer's liability insurance in an amount equal to the limits of liability provided by the applicable municipal statutes; in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

C. **Public Liability Insurance-Bodily Injury.** Public liability insurance for bodily injury shall be in an amount equal to the limits of liability provided by the applicable municipal statutes; in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

D Public Liability Insurance Property. Public liability insurance covering property damage shall protect Cleaner from claims resulting from damage, including loss of use, to existing property in an amount equal to the limits of liability provided by the applicable municipal statutes;

{00028700DOC}

in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

E. Certificates of Insurance. Cleaner will furnish City certificates evidencing that the insurance required by this section is in force. Promptly after the commencement of the term of this Contract, Cleaner shall deliver to City certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by Cleaner, and, within 30 days prior to the expiration of any such insurance, additional certificates evidencing the renewal of such insurance coverage.

F. Change or Cancellation of Insurance. Cleaner will make every reasonable effort to provide that ten (10) days' prior notice be given to city in the event of material change or cancellation of any of the insurance provided for by this section.

G. Policy Conditions: The policies of the insurance coverage required to be maintained by Cleaner pursuant to this provision shall name both City and Cleaner, as the insured parties as their respective interests may appear, and may be carried under blanket policies maintained by Cleaner if such policies comply with the provisions of this subsection.

H. Failure to Secure or Maintain: The failure of the Cleaner to secure or maintain such insurance as hereinbefore defined shall constitute a default under this contract.

8. CLEANER'S BEST EFFORTS: Cleaner shall exercise, for City's benefit, Cleaner's best knowledge and skill in the execution of the services, purchasing materials, furnishing labor, supplying equipment and performing all other services incident to the work required under the terms of this contract, and Cleaner shall cooperate fully with the City, and faithfully execute the intent of this contract.

9. ASSIGNMENT: Neither party to this agreement shall assign the contract or any interest in the contract, without the written consent of the other party. No assignment of this contract shall be valid until and unless this contract shall have been assumed by the assignee. When duly assigned in accordance with the above, this contract shall be binding on and shall inure to the benefit of the assignee.

10. SUBCONTRACTS: No subcontracts shall be let by Cleaner without the prior written consent of the City.

11. ASSUMPTION OF ADDITIONAL CONTRACTS: Cleaner acknowledges the existence of another cleaning agreement between the City and another cleaner regarding the municipal buildings used for Fire Stations I and 2, the Street Department, and the Water

Department; and Cleaner agrees to perform those cleaning services under the terms and conditions which existed between the City and the other cleaner in the event the city requests Cleaner to assume those cleaning duties.

{00028700.DOC}

12. **COMPLIANCE WITH LAWS:** Cleaner shall abide by all legal restrictions and obligations of the locality where the work is located, and any federal, state, county or municipal law or regulation applicable to this contract. In the event any such legal restriction or obligation should be violated by Cleaner, or any of Cleaner's employees, City shall be indemnified and held harmless by Cleaner from any legal action resulting from the violation.

13. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the execution of these cleaning services, the Cleaner shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, or national origin. Cleaner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, sexual preference, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other compensation; and selection for training.

14. **NOTICES:** Any notices required or desired to be given under this contract shall be deemed to have been sufficiently given to either party when delivered or when mailed via first class regular mail, with postage prepaid, addressed to the parties last known address, or to such other address as any of them, by notice to the others, may designate from time to time. For the purpose of measuring the passage of time the "mailbox rule" shall apply and the parties agree that all such measurements will begin upon mailing of said notice of other writing, by the other party which may be required under this contract.

15. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16. **INDEMNIFICATION BY CLEANER:** During the entire term of the Contract, the Cleaner will indemnify and save harmless the City against any and all claims, debts, demands, or obligations which may be made against the City or against the City arising out of or in connection with, any alleged act or omission of the Cleaner or any person claiming under, by or through the Cleaner; and if it becomes necessary for the City to defend any action seeking to impose any such liability, the Cleaner will pay the City all costs of court and attorney's fees incurred by the City in effecting such defense in addition to any other sums which the City may be called upon to pay by reason of the entry of a judgment against the City in litigation in which such claims is asserted and further Cleaner shall pay the City all costs of court and attorney's fees incurred by the City in enforcing the terms and conditions hereof.

17. **PERFORMANCE:** Any act required to be performed by Cleaner pursuant to the terms of this Contract may be performed by any employee or agent of Cleaner and the performance of such act shall be deemed to be performance by the Cleaner and shall be acceptable as the Cleaner's act by City.

18. **ENTIRETY AND BINDING EFFECT:** This document represents the entirety of the contract 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.

19. **SURVIVAL OF PROVISIONS:** If any of the provisions of this instrument are invalid with 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.

20. **GOVERNING LAW:** This contract shall be enforced, governed by and construed in accordance with the laws of the State of Illinois.

21. **VENUE OF ACTIONS:** The parties hereto mutually covenant and agree that any and all suits for any and every breach of this contract shall be instituted and maintained in any court of competent jurisdiction in the County of Winnebago, State of Illinois.

22. **JURISDICTION:** All parties hereto hereby agree, consent and submit to the jurisdiction of the courts of the State of Illinois relative to any and all suits, claims, causes of action, interpretation of damages and any other judicial proceedings which may arise out of the performance of and/or enforcement of this contract.

23. **WAIVER OF RIGHT TO CHANGE VENUE:** The parties hereto acknowledge that this contract is executed in the City of Loves Park, County of Winnebago and State of Illinois, and also acknowledge that they have agreed that any and all proceedings and or actions pertaining to this contract shall be instituted, prosecuted and defended in the courts of the County of Winnebago, State of Illinois and therefore, both, the City and the Cleaner, hereby waive their respective rights to a change of venue.

24. **USE OF PRONOUNS:** All terms used in this instrument, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

25. **USE OF HEADINGS:** The Article, Section and Clause headings appearing in this contract 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 appertain.

26. **AMENDMENTS, MODIFICATIONS:** Except as otherwise provided for herein, this contract 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.

27. **DEFAULT:** In the event of a default and/or litigation arising out of enforcement of this contract, the parties hereto acknowledge and agree that the prevailing party shall be entitled to recover all costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

28. **COUNTERPARTS:** This contract will be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

29. **ARBITRATION:** In the event City and Cleaner are unable to agree upon any issue under this contract or later amendment thereto, excepting therefrom issues pertaining to the payment in the ordinary course, the City and Cleaner agree that such matters shall be determined by arbitration, as follows: City and Cleaner shall each select an arbitrator and the arbitrators so chosen shall, by agreement, select a third arbitrator and a decision by the majority of the arbitrators shall be conclusive and binding upon the Parties. No person selected as an Arbitrator shall be a member of the parties or an employee of the parties. Arbitration hearings shall be conducted pursuant to the rules of the American Arbitration Association.

30. **RELATIONSHIP OF PARTIES:** The parties shall not be considered or deemed to be an employee or agent of the other and neither shall have the power to bind or obligate the other, either expressly or impliedly, to any contracts or obligations except as otherwise set forth herein.

31. **TIME: Time is declared to be of the essence.** For the purpose of measuring the passage of time, City and Cleaner agree that the "Mail Box" rule shall apply and accordingly all such measurements will begin upon the mailing by the other party of any notice which may be required under this contract and or any statute of the State of Illinois or rule of law.

32. **CONSENT NOT UNREASONABLY WITHHELD:** Wherever in this contract the consent of either party is required it is agreed that such consent shall not be unreasonably withheld.

33. **DRAFTER BIAS:** The parties acknowledge and agree that the terms of this contract are the result of on-going and extensive negotiations between the parties, both of whom are represented by independent counsel and that this contract is a compilation 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.

34. **DEFINITIONS OF YEARS, MONTH, WEEK, DAY:** Unless otherwise provided for within this contract, the work "year" shall be construed to mean a calendar year of 365 days, the work "month" shall be construed to mean a calendar month, the word "week" shall be construed to mean a calendar week of 7 days, and the word "day" shall be construed to mean a period of 24 hours running from midnight to midnight, the term "business day" shall be deemed to mean any given day falling between Monday and Friday, Monday and Friday, excluding therefrom any such day which falls upon a federally recognized holiday.

35. COVENANTS AND CONDITIONS: Each provision of this instrument performable by Cleaner shall be deemed both a covenant and a condition.

IN WITNESS WHEREOF, each party to this contract has caused it to be executed on the date indicated above. {00028700.DOC

CITY OF LOVES PARK, an Illinois
Municipal Corporation

Crowley Services-Brian Crowley

By:-----
Gregory Jury-Mayor

By:-----
Its:-----

Attest:-----

Robert Burden, Clerk

Areas to Be Cleaned and Frequency

- | | |
|----------------------------------|-------------------------|
| 1. Loves Park City Hall Building | Monday thru Friday |
| 2. Civic Center Bathrooms | Monday thru Friday |
| 3. GPAC | Monday thru Friday |
| 4. Civic Center | Monday |
| 5. Police Department | Monday-Wednesday-Friday |
| 6. Water Department | Monday thru Friday |
| 7. Street Department | Tuesday and Thursday |

Specifications attached



Cleaning Specifications

City Hall Building Five Days Week

Water Department—Five Days Week

Police Department—Monday-Wednesday-Friday

DAILY

- Sanitize all door handles and push bars.
- Empty waste basket and containers (replace liners).
- Restrooms
 - Sanitize all fixtures.
 - Clean sinks, mirrors, and commodes.
 - Fill towel cabinets and tissue holders (as needed).
 - Refill soap dispensers (as needed).
 - Empty waste receptacles and replace liners.

WEEKLY

- Dust and clean all horizontal surfaces including phones.
- Dust mop and/or damp mop all hard floor areas.
- Clean drinking fountains with a lime rinse and polish.
- Carpet - Vacuum and spot clean (stains).
- Clean door glass and partition glass inside and out.
- Clean, finish and buff floors (as needed).
- Clean and Sanitize kitchen sinks.
- Spot clean walls, doors and woodwork.
- Restrooms – spot wash walls and partitions.
- Restrooms – mop floors with germicide cleaner.
- Clean Council room (dust, vacuum and sanitize surfaces).

MONTHLY

- Buff terrazzo floors in City Hall and Civic Center.
- Clean mini blinds.
- High dusting (cobwebs).



Cleaning Specifications

Street Department (Tuesdays and Thursdays)

Areas to be cleaned:	Vestibule	All office areas
	Kitchenette	Restrooms
	Break room	All stairwells
	All corridors	

DAILY

- Empty wastebaskets and replace liners
- Vacuum rugs
- Clean and sanitize kitchen sink
- Clean all restrooms, fill dispensers & paper products as needed
- Sanitize phones, desks, tabletops, files and cabinets (all flat surfaces)
- Clean doors, door frames, light switches and walls (as needed)
- Mop floors-entrance- offices-breakrooms hallways-parts room
- Sweep and mop stairwell steps



**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
November 8, 2021
5:15 P.M.
Loves Park City Council Chambers**

I. Approval of Minutes

A. Approval of Minutes from the November 1, 2021 meeting.

II. Resolutions & Ordinances

A. Resolution authorizing the Street Department Manager to hire Medrano's Landscaping for snow removal for City properties

B. Ordinance authorizing a variance in the allowed residential cub cut width from 23 feet to a requested 34 feet at 374 Trent Lane

III. Project Updates/Directors Report:

None

IV. General Discussion/Public Comment

Public Comments will be taken upon registration with City Clerk's Office prior to meeting. Please contact Loves Park City Clerk's Office at 815-654-5034 to participate in the Public Comment.

V. Adjourn



PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: November 1, 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. Pucket, D. Jacobson, Ald. Thompson,
Ald. Warden, Ald. Pruitt and Attorney Galluzzo

APPROVAL OF MINUTES: October 18, 2021

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

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

1. A general discussion was had for consideration of a variance for a residential curb cut at 374 Trent Lane, the committee found the hardship stated does not warrant the requested variance.

Alderman Jacobson moved for adjournment at 5:24 p.m.; seconded by Alderman Holmes
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

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

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: November 8, 2021

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to hire Medrano's Landscaping, 1616 Montague St., Rockford, IL 61102 for snow removal services for City properties, at the directions of the Street Department Manager, for the 2021-2022 winter season.

Cost for snow removal service shall be as follows; four hundred fifty dollars (\$450.00) per event for City Hall; two hundred ten dollars (\$210.00) per event for Fire Station No. 1; two hundred dollars (\$200.00) per event at Fire Station No. 2; and four hundred ten dollars (\$410.00) per event for the Police Station.

Funds shall be drawn from the Street Operating Fund No. 01-11-8091 (Contractual Snow Removal).

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:



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1089

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate Loves Park City Hall (Per occurrence) - Snow Plowing and Shovel Sidewalks (2"-6")	450.00

2021-2022 Snow Season Estimate (City Hall)	TOTAL	\$450.00

Accepted By

Accepted Date



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1090

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate	410.00
	Loves Park Police Station (Per occurrence)	
	- Snow Plowing and Shovel Sidewalks (2"-6")	

2021-2022 Snow Season Estimate	TOTAL	\$410.00
Loves Park Police Station		

Accepted By

Accepted Date



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1091

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate	210.00
	Loves Park Fire Station (Grand Ave) (Per occurrence)	
	- Snow Plowing and Shovel Sidewalks (2"-6")	

2021-2022 Snow Season Estimate	TOTAL	\$210.00
Loves Park Fire Station (Grand Ave)		

Accepted By

Accepted Date



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1092

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate	200.00
	Loves Park Fire Station (Windsor Rd) (Per occurrence)	
	- Snow Plowing and Shovel Sidewalks (2"-6")	

2021-2022 Snow Season Estimate	TOTAL	\$200.00
Loves Park Fire Station (Windsor Rd)		

Accepted By

Accepted Date

ORDINANCE NO. _____

AN ORDINANCE ALLOWING A VARIANCE IN THE PERMITTED DRIVEWAY APPROACH WIDTH FROM AN ALLOWABLE 23 FEET TO A REQUESTED 34 FEET ON A RESIDENTIAL PROPERTY LOCATED AT 374 TRENT LANE IN THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, the City of Loves Park allows a 23 foot driveway approach width in residential districts;

WHEREAS, a public hearing was held by the Public Works Committee regarding a request to allow a 34 foot driveway approach in a residential district;

WHEREAS, the petitioner presented the reasoning for the request and the Public Works Committee determined that the request was not deemed appropriate and recommended DENIAL of the requested variance;

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

SECTION 1: That a driveway approach width of 34 feet be allowed at the property located at 374 Trent Lane in the City of Loves Park, Illinois,

SECTION 2: This Ordinance is to become effective upon its passage, approval and publication in pamphlet form or in any other form as provided for by law.

SECTION 3: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form or in any other form as provided for by law.

Dated: _____, 2021

APPROVED:

MAYOR

ATTESTED:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

**CITY OF LOVES
PARK AGENDA
CODES & REGULATIONS
COMMITTEE
November 8, 2021 6:15 P.M.
100 Heart Boulevard
City Council Chambers**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD 11-01-2021.**

4. **ITEMS FOR CONSIDERATION**
 - a. EVIE A, Inc. is requesting a “Class A” liquor license at the following location:
 - 6500 North Second Street, DBA Marty Gras Slots II.

5. **PUBLIC COMMENT**

6. **GENERAL DISCUSSION**

7. **ADJOURN**

**City of Loves Park
Codes & Regulations Committee
November 1, 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, Alderman Schlensker. Also in Attendance – Alderman Puckett, Faizan Asfar, Jenna Berko, Needa Ghovs, Jawad Syed

- II. The Minutes of the October 4, 2021 meeting were approved upon motion by Alderman Thompson. Seconded by Alderman Jacobson. Vote 4– 0 to approve.

- III. Items for Consideration
 - A. Special Event Application from Faizan Asfar for a Covid testing site at 6501 North Second Street until April 22, 2022 from 9:00 a.m. to 7:00 p.m.

**Motion to approve special event application by Alderman Schlensker. Second by Alderman Jacobson.
Vote: 3 to approve. 1 present by Alderman Thompson.**

 - B. Special Event Application from Jawad Syed for a Covid testing site at 6125 North Second Street until April 14, 2022 from 7:00 a.m. to 7:00 p.m.

**Motion to approve special event application by Alderman Schlensker. Second by Alderman Jacobson.
Vote : 4 – 0 to approve.**

- IV. Public Comment – none

- V. General Discussion – A Codes and Regulation Committee meeting will be held next Monday, November 8 after Council.

- VI. Adjournment – the meeting was adjourned at 5:13 p.m. upon motion by Alderman Thompson. Seconded by Alderman Jacobson. Vote 4 – 0 in favor.

Respectfully submitted by:
Nancy Warden
Committee Chairman

CITY OF LOVES PARK

BY ALDERMAN John Jacobson

RESOLUTION NO.

DATE: NOVEMBER 8, 2021

**DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution,

The City of Loves Park shall donate \$5,000.00 to Keep Northern Illinois Beautiful to help sponsor the following community programs for 2022:

**Machesney Park Recycle Center
Christmas Tree Recycling
Clothing Drives-Spring & Fall
Environmental Education Program
Great American Cleanup
Medication Collection
Cell Phone for Soldiers
Flag Retirement**

Funds for this donation will be expended from account #01-01-6495 – Organizations Grants Program.

Ald. John Jacobson, Chairman

Ald. Jim Puckett

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

Board of Directors

Board Officers:

David Sobojinski, *President*
Midland States Bank

Kevin Hrdlicka, *Vice-President*,
Savant Wealth Management

Stephanie Lombardi,
Treasurer, Arc Design
Resources, Inc.

Ronald Allen, *Secretary*,
Retired Pharmacist

Board Members:

Julie Altenbernd
Rock River Disposal

Shelby Best
Region 1 Planning Council

Erna Colborn
Edward Jones

Cornie Kelly
Century 21 Affiliated

Michael Teleso
Northwest Bank

Mark Middendorf
SmithAmundsen, LLC

Staff Members:

Pamela Osborne
Executive Director

Roxanne Hopperstad
Administrative Assistant/
Volunteer Coordinator

Jean Ginner
Event and Communications
Coordinator

Gregory Rathman
Facilities Manager

September 30, 2021

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

Dear Mayor Jury,

It has been a privilege to partner with the City of Loves Park in carrying out the mission of Keep Northern Illinois Beautiful. Your continued support is greatly appreciated and our community is safer, cleaner and healthier because of it.


This will be the 34th year for the successful Christmas Tree Recycling program, many years for the other programs and going into our 3rd year for the North end Recycle Center. Your sponsorship is extremely important to the continuation of these programs. The Christmas Tree program accomplishes the following essential goals:

- ✓ *Provides Loves Park residents with a viable option for tree disposal*
- ✓ *Reduces waste at the curbside*
- ✓ *Reduces trash and compacting costs to taxpayers*
- ✓ *Conserves much needed landfill space*
- ✓ *Provides free mulch from the chipped trees to area residents and small business owners*

Keep Northern Illinois Beautiful is respectfully requesting continued City of Loves Park funding support in the amount of \$5,000.00 to sponsor the 2022 Christmas Tree Recycling, Machesney Park Recycle Center, Medication Collection, Great American Cleanup, Cell phone for Soldiers, Flag Retirement and 2 Clothing Drives.

We are pleased to recognize the City of Loves Park sponsorship through listings in fliers and press releases, on the website as well as, social media and other media.

Thank you for your consideration of this request. Together we will build and sustain a clean, green & healthy community.

Sincerely,

Pamela Osborne
Executive Director

CITY OF LOVES PARK

BY ALDERMAN

RESOLUTION NO.

DATE: November 8, 2021

DEPARTMENT: City Clerk's Office

RESOLVED, that by the adoption of this resolution,

the City of Loves Park shall continue participation with the Illinois Municipal League Risk Management Association for insurance for city property, workers' compensation and liability insurance for the year 2022. The City Treasurer is authorized to make one premium payment in the amount of \$435,603.64, to be paid in full on or before November 19, 2021, in order to receive the early pay discount of \$4,382.36.

Payment to be drawn from account #01-01-6310, Insurance of City Property.

Be it further resolved that the City shall participate in the MIN/MAX Program, and the Mayor is authorized to sign the Illinois Municipal League Risk Management Association Minimum/Maximum Contribution Agreement for 2022.

Ald. John Jacobson, Chairman

Ald. Jim Puckett

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

MOTION:
SECOND:
VOTING:



INVOICE

2022 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 1, 2021
 Member: City of Loves Park
 Account #: 0330
 Indicate Payment Option (from list below): _____
 Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$229,331
Auto Liability & Comprehensive General Liability	\$149,621
Portable Equipment	\$2,269
Auto Physical Damage	\$20,109
Property	\$36,906
	\$438,236

2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*

\$1,750

INVOICE TOTAL

\$439,986

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:

OPTION #1 – Pay Full Amount

Contribution Amount	\$438,236.00
Minus 1% Savings	\$4,382.36
	\$433,853.64
Illinois Municipal League Dues	\$1,750.00
Total due by 11/19/21	\$435,603.64

OPTION #2 - Pay Full Amount

Contribution Amount	\$438,236.00
Illinois Municipal League Dues	\$1,750.00
Total due by 12/17/21	\$439,986.00

OPTION #3 - Pay in two installments
 Includes 1% installment fee

Contribution Amount	\$438,236.00
Plus 1% fee	\$4,382.36
	\$442,618.36
Illinois Municipal League Dues	\$1,750.00
	\$444,368.36

\$222,184.18 Due by 12/17/21

\$222,184.18 Due by 5/20/22

**Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.*

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

CITY OF LOVES PARK

BY ALDERMAN John Jacobson

RESOLUTION NO.

DATE: NOVEMBER 8, 2021

**DEPARTMENT: Finance & Administration
 Committee**

RESOLVED, that by the adoption of this resolution, that the Mayor is authorized to enter into a contract for custodial cleaning services with Crowley Services, 4037 River Road, Cherry Valley, IL 61016, for the City Hall, Street Department, Water Department, and Police Department buildings. The prices for services is based on the bid quote and Janitorial Services Contract which is attached to and made part of this Resolution.

Ald. John Jacobson, Chairman

Ald. Jim Puckett

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

SYNT 11/3/21

JANITORIAL SERVICES CONTRACT

THIS AGREEMENT entered into this 1st day of January, 2022, by and between THE CITY OF LOVES PARK, a municipal corporation of the State of Illinois, (hereinafter "City"), and Crowley Services of 4037 River Rd Cherry Valley Illinois 61016 (hereinafter "Cleaner").

WHEREAS, the City wishes to enter into an agreement to acquire custodial cleaning services for the Loves Park City Hall, City Hall's rental areas, Police Department, Street Department and Water Department.

WHEREAS, the Cleaner wishes to provide custodial cleaning services for the Loves Park City Hall, City Hall's rental areas, Police Department, Street Department and Water Department.

WHEREAS, the City and Cleaner represent each to the other that it has the legal capacity to execute this agreement and that this execution has been properly authorized in accordance with the laws, bylaws and procedures applicable to each party.

NOW THEREFORE, IT IS HEREBY AGREED:

1. STATEMENT OF WORK: The Cleaner shall (a) execute and complete all work included in and covered by City's official award of this contract to Cleaner as it is detailed herein and attached hereafter as Exhibit A which is attached hereto and incorporated herein by reference and consists of three pages and entitled "Areas to be Cleaned and Frequency" with "Specifications", (b) furnish all cleaning supplies, wastebasket liners, soap, restroom supplies, , and other accessories necessary for the performance of the duties detailed herein and attached hereafter as Exhibit A; (c) furnish all materials, except paper products. Furnish equipment necessary to perform the duties detailed herein and attached hereafter as Exhibit A; and (d) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of the duties detailed herein and attached hereafter as Exhibit A.

2. WORK SCHEDULE: Cleaning which is to be performed weekly, monthly, and quarterly, and shall be scheduled so that services are performed at regular intervals. For example, services to be performed weekly shall be performed every five days; services to be performed monthly shall be performed on the same numbered day of every month, if however that numbered day does not exist in any particular month, the last day of that month shall be substituted as if it were the numbered day used in the previous month; and services to be performed quarterly shall be performed on the same numbered day of every third month, if however that numbered day does

not exist in any particular month for which services should be performed, the last day of that month shall be substituted as if it was the numbered day used in the previous quarterly cleaning.

3. COMPENSATION: The City shall pay the Cleaner for the performance of the work specified in this contract, and Cleaner shall accept as full compensation for this performance,

\$ 4,040.00 for all services and materials provided payment to be made on a monthly basis on or before the fifth day of the month following the month for which services have been rendered. Said compensation of \$4,040.00 per month is divisible between the Buildings as follows: (a) \$ 1,825.00 for City Hall; (b) \$990.00 for the Police Department; (c) \$325.00 for the Street Department; (d) \$ 275.00 for Civic Center (e) \$ 125.00 for GPAC and (f) \$500.00 for the Water Department.

4. **DURATION:** It is understood that this contract has commenced on January 1, 2022 and shall terminate on December 31, 2022, unless sooner terminated as hereinafter provided. Further, this contract shall renew itself if notice of cancellation has not been given by either party prior to 90 days before the end of each one year term.

5. **TERMINATION BY CITY:** City shall have the right, after 90 days' from which written notice was given, to terminate this contract, if: (a) Cleaner violates any of the terms set forth in this contract; or (b) the City's Mayor believes Cleaner is grossly negligent, not complying or incompetent in the performance of his duties.

6. **SUSPENSION OF CONTRACT:** This contract shall be inoperative during such period of time as delivery or acceptance of services may be rendered impossible by reason of fire, strike, act of God, government regulation or other cause beyond control of either party.

7. **INSURANCE:** Cleaner shall provide and maintain during the term of this contract and its renewals insurance coverage with insurers authorized to do business in the state of Illinois; as follows:

A. **Workers' Compensation Insurance.** Workers' compensation insurance in an amount equal to the limits of liability provided by the applicable municipal statutes; in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

B. **Employer's Liability Insurance.** Employer's liability insurance in an amount equal to the limits of liability provided by the applicable municipal statutes; in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

C. **Public Liability Insurance-Bodily Injury.** Public liability insurance for bodily injury shall be in an amount equal to the limits of liability provided by the applicable municipal statutes; in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

D Public Liability Insurance Property. Public liability insurance covering property damage shall protect Cleaner from claims resulting from damage, including loss of use, to existing property in an amount equal to the limits of liability provided by the applicable municipal statutes;

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in the event no municipal statute is applicable, the limits of liability shall be equal to that required by the laws of Illinois and in the form prescribed by the laws of Illinois for the Cleaner and its employees performing services for the City.

E. Certificates of Insurance. Cleaner will furnish City certificates evidencing that the insurance required by this section is in force. Promptly after the commencement of the term of this Contract, Cleaner shall deliver to City certificates of the insurers evidencing all the insurance which is required to be maintained hereunder by Cleaner, and, within 30 days prior to the expiration of any such insurance, additional certificates evidencing the renewal of such insurance coverage.

F. Change or Cancellation of Insurance. Cleaner will make every reasonable effort to provide that ten (10) days' prior notice be given to city in the event of material change or cancellation of any of the insurance provided for by this section.

G. Policy Conditions: The policies of the insurance coverage required to be maintained by Cleaner pursuant to this provision shall name both City and Cleaner, as the insured parties as their respective interests may appear, and may be carried under blanket policies maintained by Cleaner if such policies comply with the provisions of this subsection.

H. Failure to Secure or Maintain: The failure of the Cleaner to secure or maintain such insurance as hereinbefore defined shall constitute a default under this contract.

8. CLEANER'S BEST EFFORTS: Cleaner shall exercise, for City's benefit, Cleaner's best knowledge and skill in the execution of the services, purchasing materials, furnishing labor, supplying equipment and performing all other services incident to the work required under the terms of this contract, and Cleaner shall cooperate fully with the City, and faithfully execute the intent of this contract.

9. ASSIGNMENT: Neither party to this agreement shall assign the contract or any interest in the contract, without the written consent of the other party. No assignment of this contract shall be valid until and unless this contract shall have been assumed by the assignee. When duly assigned in accordance with the above, this contract shall be binding on and shall inure to the benefit of the assignee.

10. SUBCONTRACTS: No subcontracts shall be let by Cleaner without the prior written consent of the City.

11. ASSUMPTION OF ADDITIONAL CONTRACTS: Cleaner acknowledges the existence of another cleaning agreement between the City and another cleaner regarding the municipal buildings used for Fire Stations I and 2, the Street Department, and the Water

Department; and Cleaner agrees to perform those cleaning services under the terms and conditions which existed between the City and the other cleaner in the event the city requests Cleaner to assume those cleaning duties.

{00028700.DOC}

12. **COMPLIANCE WITH LAWS:** Cleaner shall abide by all legal restrictions and obligations of the locality where the work is located, and any federal, state, county or municipal law or regulation applicable to this contract. In the event any such legal restriction or obligation should be violated by Cleaner, or any of Cleaner's employees, City shall be indemnified and held harmless by Cleaner from any legal action resulting from the violation.

13. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the execution of these cleaning services, the Cleaner shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, or national origin. Cleaner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, sexual preference, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other compensation; and selection for training.

14. **NOTICES:** Any notices required or desired to be given under this contract shall be deemed to have been sufficiently given to either party when delivered or when mailed via first class regular mail, with postage prepaid, addressed to the parties last known address, or to such other address as any of them, by notice to the others, may designate from time to time. For the purpose of measuring the passage of time the "mailbox rule" shall apply and the parties agree that all such measurements will begin upon mailing of said notice of other writing, by the other party which may be required under this contract.

15. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16. **INDEMNIFICATION BY CLEANER:** During the entire term of the Contract, the Cleaner will indemnify and save harmless the City against any and all claims, debts, demands, or obligations which may be made against the City or against the City arising out of or in connection with, any alleged act or omission of the Cleaner or any person claiming under, by or through the Cleaner; and if it becomes necessary for the City to defend any action seeking to impose any such liability, the Cleaner will pay the City all costs of court and attorney's fees incurred by the City in effecting such defense in addition to any other sums which the City may be called upon to pay by reason of the entry of a judgment against the City in litigation in which such claims is asserted and further Cleaner shall pay the City all costs of court and attorney's fees incurred by the City in enforcing the terms and conditions hereof.

17. **PERFORMANCE:** Any act required to be performed by Cleaner pursuant to the terms of this Contract may be performed by any employee or agent of Cleaner and the performance of such act shall be deemed to be performance by the Cleaner and shall be acceptable as the Cleaner's act by City.

18. **ENTIRETY AND BINDING EFFECT:** This document represents the entirety of the contract 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.

19. **SURVIVAL OF PROVISIONS:** If any of the provisions of this instrument are invalid with 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.

20. **GOVERNING LAW:** This contract shall be enforced, governed by and construed in accordance with the laws of the State of Illinois.

21. **VENUE OF ACTIONS:** The parties hereto mutually covenant and agree that any and all suits for any and every breach of this contract shall be instituted and maintained in any court of competent jurisdiction in the County of Winnebago, State of Illinois.

22. **JURISDICTION:** All parties hereto hereby agree, consent and submit to the jurisdiction of the courts of the State of Illinois relative to any and all suits, claims, causes of action, interpretation of damages and any other judicial proceedings which may arise out of the performance of and/or enforcement of this contract.

23. **WAIVER OF RIGHT TO CHANGE VENUE:** The parties hereto acknowledge that this contract is executed in the City of Loves Park, County of Winnebago and State of Illinois, and also acknowledge that they have agreed that any and all proceedings and or actions pertaining to this contract shall be instituted, prosecuted and defended in the courts of the County of Winnebago, State of Illinois and therefore, both, the City and the Cleaner, hereby waive their respective rights to a change of venue.

24. **USE OF PRONOUNS:** All terms used in this instrument, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

25. **USE OF HEADINGS:** The Article, Section and Clause headings appearing in this contract 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 appertain.

26. **AMENDMENTS, MODIFICATIONS:** Except as otherwise provided for herein, this contract 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.

27. **DEFAULT:** In the event of a default and/or litigation arising out of enforcement of this contract, the parties hereto acknowledge and agree that the prevailing party shall be entitled to recover all costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

28. **COUNTERPARTS:** This contract will be simultaneously executed in counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

29. **ARBITRATION:** In the event City and Cleaner are unable to agree upon any issue under this contract or later amendment thereto, excepting therefrom issues pertaining to the payment in the ordinary course, the City and Cleaner agree that such matters shall be determined by arbitration, as follows: City and Cleaner shall each select an arbitrator and the arbitrators so chosen shall, by agreement, select a third arbitrator and a decision by the majority of the arbitrators shall be conclusive and binding upon the Parties. No person selected as an Arbitrator shall be a member of the parties or an employee of the parties. Arbitration hearings shall be conducted pursuant to the rules of the American Arbitration Association.

30. **RELATIONSHIP OF PARTIES:** The parties shall not be considered or deemed to be an employee or agent of the other and neither shall have the power to bind or obligate the other, either expressly or impliedly, to any contracts or obligations except as otherwise set forth herein.

31. **TIME: Time is declared to be of the essence.** For the purpose of measuring the passage of time, City and Cleaner agree that the "Mail Box" rule shall apply and accordingly all such measurements will begin upon the mailing by the other party of any notice which may be required under this contract and or any statute of the State of Illinois or rule of law.

32. **CONSENT NOT UNREASONABLY WITHHELD:** Wherever in this contract the consent of either party is required it is agreed that such consent shall not be unreasonably withheld.

33. **DRAFTER BIAS:** The parties acknowledge and agree that the terms of this contract are the result of on-going and extensive negotiations between the parties, both of whom are represented by independent counsel and that this contract is a compilation 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.

34. **DEFINITIONS OF YEARS, MONTH, WEEK, DAY:** Unless otherwise provided for within this contract, the work "year" shall be construed to mean a calendar year of 365 days, the work "month" shall be construed to mean a calendar month, the word "week" shall be construed to mean a calendar week of 7 days, and the word "day" shall be construed to mean a period of 24 hours running from midnight to midnight, the term "business day" shall be deemed to mean any given day falling between Monday and Friday, Monday and Friday, excluding therefrom any such day which falls upon a federally recognized holiday.

35. COVENANTS AND CONDITIONS: Each provision of this instrument performable by Cleaner shall be deemed both a covenant and a condition.

IN WITNESS WHEREOF, each party to this contract has caused it to be executed on the date indicated above. {00028700.DOC

CITY OF LOVES PARK, an Illinois
Municipal Corporation

Crowley Services-Brian Crowley

By:-----
Gregory Jury-Mayor

By:-----

Its:-----

Attest:-----

Robert Burden, Clerk

Areas to Be Cleaned and Frequency

- | | |
|----------------------------------|-------------------------|
| 1. Loves Park City Hall Building | Monday thru Friday |
| 2. Civic Center Bathrooms | Monday thru Friday |
| 3. GPAC | Monday thru Friday |
| 4. Civic Center | Monday |
| 5. Police Department | Monday-Wednesday-Friday |
| 6. Water Department | Monday thru Friday |
| 7. Street Department | Tuesday and Thursday |

Specifications attached



Cleaning Specifications

City Hall Building Five Days Week

Water Department—Five Days Week

Police Department—Monday-Wednesday-Friday

DAILY

- Sanitize all door handles and push bars.
- Empty waste basket and containers (replace liners).
- Restrooms
 - Sanitize all fixtures.
 - Clean sinks, mirrors, and commodes.
 - Fill towel cabinets and tissue holders (as needed).
 - Refill soap dispensers (as needed).
 - Empty waste receptacles and replace liners.

WEEKLY

- Dust and clean all horizontal surfaces including phones.
- Dust mop and/or damp mop all hard floor areas.
- Clean drinking fountains with a lime rinse and polish.
- Carpet - Vacuum and spot clean (stains).
- Clean door glass and partition glass inside and out.
- Clean, finish and buff floors (as needed).
- Clean and Sanitize kitchen sinks.
- Spot clean walls, doors and woodwork.
- Restrooms – spot wash walls and partitions.
- Restrooms – mop floors with germicide cleaner.
- Clean Council room (dust, vacuum and sanitize surfaces).

MONTHLY

- Buff terrazzo floors in City Hall and Civic Center.
- Clean mini blinds.
- High dusting (cobwebs).



Cleaning Specifications

Street Department (Tuesdays and Thursdays)

Areas to be cleaned:	Vestibule	All office areas
	Kitchenette	Restrooms
	Break room	All stairwells
	All corridors	

DAILY

- Empty wastebaskets and replace liners
- Vacuum rugs
- Clean and sanitize kitchen sink
- Clean all restrooms, fill dispensers & paper products as needed
- Sanitize phones, desks, tabletops, files and cabinets (all flat surfaces)
- Clean doors, door frames, light switches and walls (as needed)
- Mop floors-entrance- offices-breakrooms hallways-parts room
- Sweep and mop stairwell steps

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: November 8, 2021

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to hire Medrano's Landscaping, 1616 Montague St., Rockford, IL 61102 for snow removal services for City properties, at the directions of the Street Department Manager, for the 2021-2022 winter season.

Cost for snow removal service shall be as follows; four hundred fifty dollars (\$450.00) per event for City Hall; two hundred ten dollars (\$210.00) per event for Fire Station No. 1; two hundred dollars (\$200.00) per event at Fire Station No. 2; and four hundred ten dollars (\$410.00) per event for the Police Station.

Funds shall be drawn from the Street Operating Fund No. 01-11-8091 (Contractual Snow Removal).

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:



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1089

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate Loves Park City Hall (Per occurrence) - Snow Plowing and Shovel Sidewalks (2"-6")	450.00

2021-2022 Snow Season Estimate (City Hall)	TOTAL	\$450.00

Accepted By

Accepted Date



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1090

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate	410.00
	Loves Park Police Station (Per occurrence)	
	- Snow Plowing and Shovel Sidewalks (2"-6")	

2021-2022 Snow Season Estimate	TOTAL	\$410.00
Loves Park Police Station		

Accepted By

Accepted Date



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1091

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate	210.00
	Loves Park Fire Station (Grand Ave) (Per occurrence)	
	- Snow Plowing and Shovel Sidewalks (2"-6")	

2021-2022 Snow Season Estimate	TOTAL	\$210.00
Loves Park Fire Station (Grand Ave)		

Accepted By

Accepted Date



1616 Montague St. Rockford, IL 61102 | Medranoslandscape@gmail.com
Office: (815) 961-1831 | Cell: (815) 708-2157

Estimate

ADDRESS

Loves Park Street Dept.
810 Lawn Dr
Loves Park, IL 61111
United States

ESTIMATE # 1092

DATE 10/28/2021

DATE	DESCRIPTION	AMOUNT
	Snow Plowing and Shovel Sidewalks (2"-6")	
	2021-2022 Snow Season Estimate	200.00
	Loves Park Fire Station (Windsor Rd) (Per occurrence)	
	- Snow Plowing and Shovel Sidewalks (2"-6")	

2021-2022 Snow Season Estimate	TOTAL	\$200.00
Loves Park Fire Station (Windsor Rd)		

Accepted By

Accepted Date

CITY OF LOVES PARK

BY ALDERMAN: John Pruitt

RESOLUTION NO:

COMMITTEE: Community Development

DATE: November 8, 2021

Resolved, by the adoption of this Resolution,

that ***Final Plat of Rock Cut Business Park Plat No. 9, being a subdivision of part of the Northwest Quarter of Section 2, Township 44 North, Range 2 East of the Third Principal Meridian, being part of Outlot 1 of Kings Acres Subdivision Plat No. 5 and part of Lot 3 of Rock Cut Business Park, 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

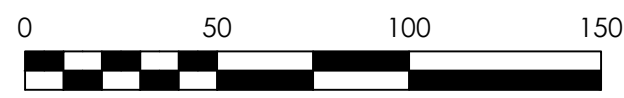
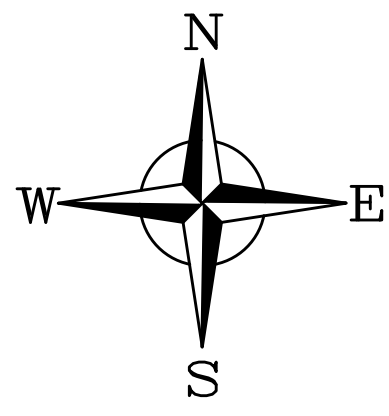
Mayor Greg Jury

ATTEST - Clerk Robert Burden

**FINAL PLAT OF
ROCK CUT BUSINESS PARK
PLAT NO. 9**

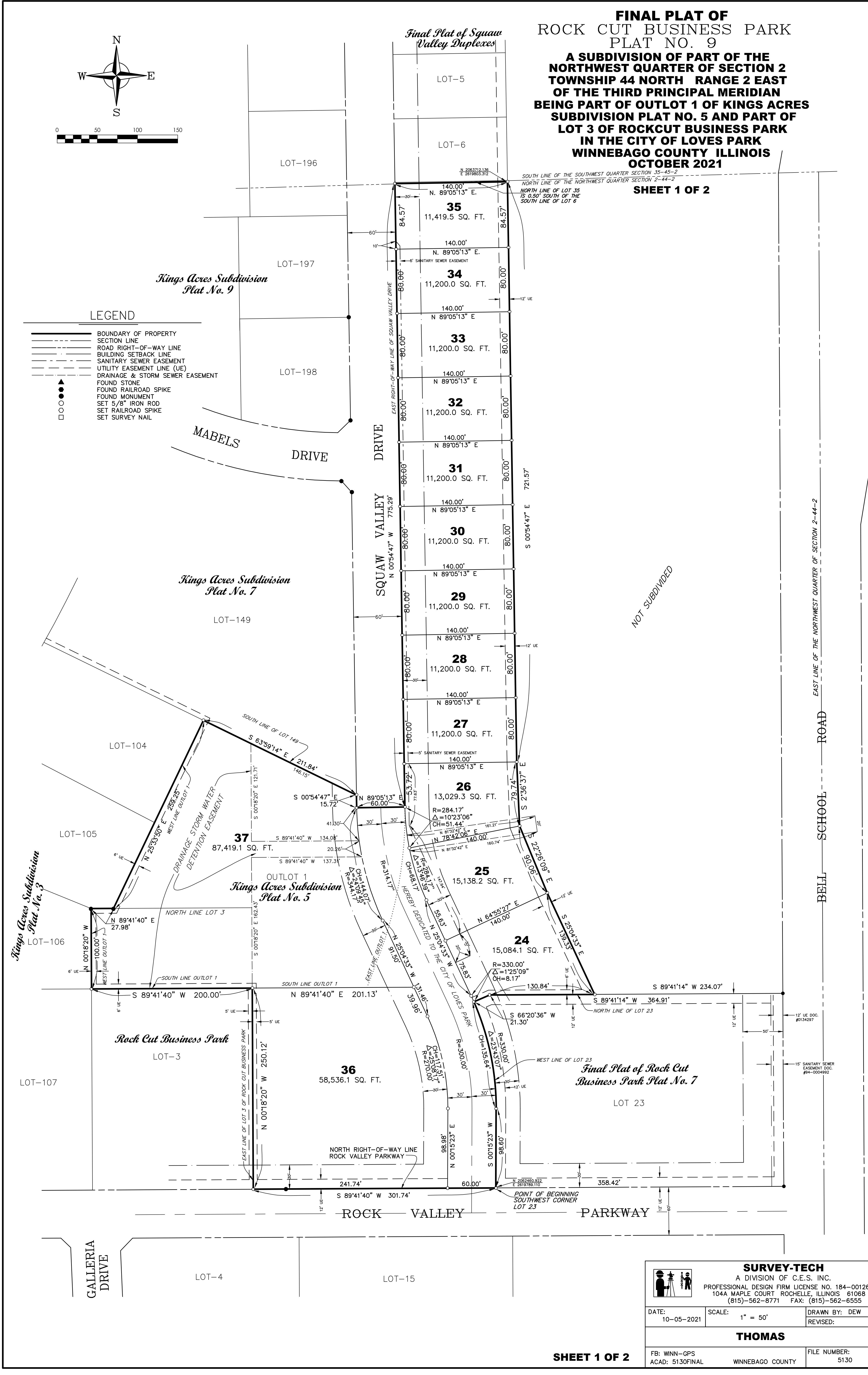
**A SUBDIVISION OF PART OF THE
NORTHWEST QUARTER OF SECTION 2
TOWNSHIP 44 NORTH RANGE 2 EAST
OF THE THIRD PRINCIPAL MERIDIAN
BEING PART OF OUTLOT 1 OF KINGS ACRES
SUBDIVISION PLAT NO. 5 AND PART OF
LOT 3 OF ROCKCUT BUSINESS PARK
IN THE CITY OF LOVES PARK
WINNEBAGO COUNTY ILLINOIS
OCTOBER 2021**

SHEET 1 OF 2



LEGEND

- BOUNDARY OF PROPERTY
- - - SECTION LINE
- - - ROAD RIGHT-OF-WAY LINE
- - - BUILDING SETBACK LINE
- - - SANITARY SEWER EASEMENT
- - - UTILITY EASEMENT LINE (UE)
- - - DRAINAGE & STORM SEWER EASEMENT
- ▲ FOUND RAILROAD SPIKE
- FOUND MONUMENT
- SET 5/8" IRON ROD
- SET RAILROAD SPIKE
- SET SURVEY NAIL



NOT SUBDIVIDED

EAST LINE OF THE NORTHWEST QUARTER OF SECTION 2-44-2

BELL SCHOOL ROAD

12' UE DOC #0134297

15' SANITARY SEWER EASEMENT DOC #94-0044992

<p>SURVEY-TECH A DIVISION OF C.E.S. INC. PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001260 104A MAPLE COURT ROCHELLE, ILLINOIS 61068 (815)-562-8771 FAX: (815)-562-6555</p>		
DATE: 10-05-2021	SCALE: 1" = 50'	DRAWN BY: DEW
THOMAS		
FB: WINN-GPS ACAD: 5130FINAL	WINNEBAGO COUNTY	FILE NUMBER: 5130

FINAL PLAT OF
ROCK CUT BUSINESS PARK
PLAT NO. 9
SHEET 2 OF 2

SURVEYOR'S CERTIFICATE

This is to certify that I, Dale E. Wallace, an Illinois Professional Land Surveyor, No. 2821, at the request of the owner, have surveyed and subdivided the following described property to be known as the FINAL PLAT OF ROCK CUT BUSINESS PARK PLAT NO. 9. I further certify that this plat is true and correct representation of said survey and that all dimensions are in feet and decimals thereof. Bearings shown are for descriptive purposes only.


OF PROPERTY DESCRIBED AS: Part of the Northwest of Section 2, Township 44 North, Range 2 East of the Third Principal Meridian, also being part of Outlot 1 of Kings Acres Subdivision Plat No. 5, as recorded in Book 41 of Plats, page 160B in the Winnebago County Recorder's Office and part of Lot 3 of Rock Cut Business Park, as recorded in Book 40 of Plats, page 14A in the Winnebago County Recorder's Office, all situated in the City of Loves Park, Winnebago County, Illinois, bounded and described as follows:

Beginning at the Southwest Corner of Lot 23 of Rock Cut Business Park Plat No. 7, a subdivision as recorded in Book 49 of Plats on page 161B as Document No. 20181036694 in the Winnebago County Recorder's Office; thence South 89 degrees 41 minutes 40 seconds West along the North Right-of-Way Line of a public road designated Rock Valley Parkway, a distance of 301.74 feet to the East Line of Lot 3 of Rock Cut Business Park, a subdivision as recorded in Book 40 of Plats on page 14 in the Winnebago County Recorder's Office; thence North 00 degrees 18 minutes 20 seconds West along said East Line, a distance of 250.12 feet to the South Line of Outlot 1 of Kings Acres Subdivision Plat No. 5, a subdivision as recorded in Book 41 of Plats on page 160B in the Winnebago County Recorder's Office; thence South 89 degrees 41 minutes 40 seconds West along said South Line of Outlot 1, a distance of 200.00 feet to the West Line of said Outlot 1; thence North 00 degrees 18 minutes 20 seconds West along said West Line, a distance of 100.00 feet; thence North 89 degrees 41 minutes 40 seconds East along said West line, a distance of 27.98 feet; thence North 25 degrees 33 minutes 50 seconds East along said West Line, a distance of 259.25 feet to the South Line of Lot 149 in Kings Acres Subdivision Plat No. 7, a subdivision as recorded in Book 41 of Plats on page 189B as Document No. 0036703 in the Winnebago County Recorder's Office; thence South 63 degrees 59 minutes 14 seconds East along said South Line of Lot 149, a distance of 211.84 feet to the Southeast Corner of said Lot 149; thence South 00 degrees 54 minutes 47 seconds East along the West Right-of-Way Line of a public road designated Squaw Valley Drive, a distance of 15.72 feet; thence North 89 degrees 05 minutes 13 seconds East, perpendicular to the last described course, a distance of 60.00 feet to the East Right-of-Way Line of said Squaw Valley Drive; thence North 00 degrees 54 minutes 47 seconds West along said East Right-of-Way Line, a distance of 775.29 feet to a point being 0.50 feet South of the South Line of Lot 6 of the Squaw Valley Duplexes, as recorded in Book 49 of Plats on page 139B as Document No. 20171030979 in the Winnebago County Recorder's Office; thence North 89 degrees 05 minutes 13 seconds East, parallel with the South Line of said Lot 6, a distance of 140.00 feet; thence South 00 degrees 54 minutes 47 seconds East, parallel with the East Right-of-Way Line of said Squaw Valley Drive, a distance of 721.57 feet; thence South 2 degrees 36 minutes 37 seconds East, a distance of 79.74 feet; thence South 22 degrees 26 minutes 09 seconds East, a distance of 90.06 feet; thence South 25 degrees 04 minutes 33 seconds East, a distance of 139.33 feet to the North Line of Lot 23 of said Rock Cut Business Park Plat No. 7; thence South 89 degrees 41 minutes 14 seconds West along said North Line, a distance of 130.84 feet; thence South 66 degrees 20 minutes 36 seconds West along said North Line, a distance of 21.30 feet to the Northwest Corner of said Lot 23; thence Southeasterly along the West Line of said Lot 23, said line being curved to the right, having a radius of 330.00 feet, a central angle of 23 degrees 43 minutes 07 seconds and a chord distance of 135.64 feet to the termination of said curve; thence South 00 degrees 15 minutes 23 seconds West along said West Line, a distance of 98.60 feet to the Point of Beginning, containing 7.344 acres, more or less, all situated in the City of Loves Park, the County of Winnebago and the State of Illinois.

I further certify that this plat is in compliance with Chapter 765, Section 205/1 of the Illinois Compiled Statutes as to monument placement, dimensions, etc.

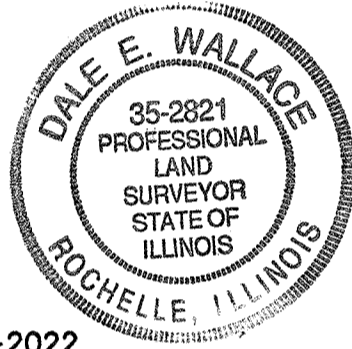
Pursuant to Chapter 765, Section 205/2 of the Illinois Compiled Statutes, I hereby certify that all of the FINAL PLAT OF ROCK CUT BUSINESS PARK PLAT NO. 9 is located within the Corporate Limits of the Loves Park, Illinois and no part of said property is located within a special flood hazard area as designated on FIRM Community Panel No. 17201C0278E, effective date 0February 17, 2016.

Dated this 5th day of October, 2021, A.D. at the office of Survey-Tech.


Dale E. Wallace, Illinois Professional
Land Surveyor No. 35-2821

EXPIRES 11-30-2022

THIS PROFESSIONAL SERVICE CONFORMS
WITH THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR A BOUNDARY SURVEY.



EASEMENTS PROVISIONS:

Easements are hereby reserved for and granted to the franchised telephone and cable companies, electric companies and natural gas companies, governmental bodies and other public utilities and their respective successors and assigns, within the area as shown by dashed lines on the plat and marked "EASEMENT" to install, lay, construct, renew, operate and maintain storm and sanitary sewers, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television; ALSO is hereby granted the right to use the streets for said purposes, the right to overhang all lots with aerial service wires to serve adjacent lots, construct, renew, operate and maintain within said easement the right to enter upon the lots at all times to install, lay storm and sanitary sewers, pipes, conduits, poles, wires, braces, anchors and other equipment; and finally trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with any public utility equipment installed on the easement. No permanent buildings or trees shall be placed on the easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the uses described in this subsection or the rights granted in this subsection. 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 and it is for the purpose of construction, inspection, repair, reconstruction and maintenance of sanitary sewer.

EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to

Commonwealth Edison Company
And
SBC Telephone Company, Grantees,

Their respective licenses, successors and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (similar designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation) without the prior written consent of grantees. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765ILCS 605/2(e), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as apportionment to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking" and "common area". The term "common area or areas", or "Common elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment.

Relocation of facilities will be done by Grantees at the cost of the Grantor/Lot owner, upon written request.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

As owner, I hereby certify that I have caused the land described in the foregoing affidavit of the surveyor, to be surveyed, divided and mapped as presented on this plat. All streets shown on this plat are hereby dedicated to the public for public purposes and all easements shown hereon are subject to the easement provisions hereon.

Also, to the best of my knowledge and belief, the land embraced within the attached plat is in the Rockford School District No. 205.

Dated this ___ day of _____ 2021.

BY: North Riverside Partners, LLC

Charles Thomas, President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

I, _____, a notary public, in and for the County of Winnebago, in the State of Illinois, do hereby and certify that Charles Thomas, personally known me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed and delivered the annexed plat as his own free and voluntary act for the uses and purposes therein and set forth.

Given under my hand and Notarial Seal this ___ day of _____ 2021, at _____, Illinois.

Notary Public

My Commission Expires On _____

PLAT OFFICER CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

This is to certify that the Plat Officer has received the attached plat of the FINAL PLAT OF ROCKCUT BUSINESS PARK PLAT NO. 9. In witness whereof, I hereunto set my hand this ___ day of _____, A.D., 2021

Plat Officer

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

I hereby certify that the required improvements have been installed, or have been provided for by a bonded contract to my approval.

Dated this ___ day of _____ 2021.
(Seal)

City Engineer of Loves Park, Illinois

License Number _____

CITY COUNCIL ACCEPTANCE RESOLUTION

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

Approved at a meeting of the City Council of the City of Loves Park, Illinois, this ___ day of _____, A.D., 2021.

Attest: _____
City Clerk

Mayor

COUNTY CLERK TAX CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF OGLE)

I, _____, County Clerk of Winnebago County, Illinois, do hereby certify that I find no delinquent general taxes, no unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the lands embraced within the annexed Final Plat of Rock Cut Business Park Plat No. 9.

In witness whereof, I have hereunto set my hand and seal of the County of Winnebago, this ___ day of _____, 2021.

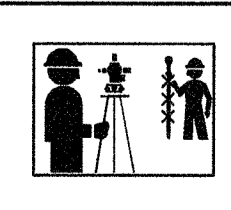
County Clerk

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

Filed for record this ___ day of _____, 2021 at ___ o'clock ___ M.
Recorded in Book ___ of Plats, on Page ___ and examined.
Document Number _____

County Recorder:

 SURVEY-TECH A DIVISION OF C.E.S. INC. PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001260 104A MAPLE COURT ROCHELLE, ILLINOIS 61068 (815)-562-8771 FAX: (815)-562-6555		
DATE: 10-05-2021	SCALE: 1" = 50'	DRAWN BY: DEW REVISED:
THOMAS		
FB: WINN-GPS ACAD: 5130FINAL	WINNEBAGO COUNTY	FILE NUMBER: 5130

ORDINANCE NO. _____

AN ORDINANCE ALLOWING A VARIANCE IN THE PERMITTED DRIVEWAY APPROACH WIDTH FROM AN ALLOWABLE 23 FEET TO A REQUESTED 34 FEET ON A RESIDENTIAL PROPERTY LOCATED AT 374 TRENT LANE IN THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, the City of Loves Park allows a 23 foot driveway approach width in residential districts;

WHEREAS, a public hearing was held by the Public Works Committee regarding a request to allow a 34 foot driveway approach in a residential district;

WHEREAS, the petitioner presented the reasoning for the request and the Public Works Committee determined that the request was not deemed appropriate and recommended DENIAL of the requested variance;

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

SECTION 1: That a driveway approach width of 34 feet be allowed at the property located at 374 Trent Lane in the City of Loves Park, Illinois,

SECTION 2: This Ordinance is to become effective upon its passage, approval and publication in pamphlet form or in any other form as provided for by law.

SECTION 3: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form or in any other form as provided for by law.

Dated: _____, 2021

APPROVED:

MAYOR

ATTESTED:

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 overflow parking and staging of fleet commercial vehicles (outside storage of vehicles) in the CR (Commercial Retail) and N. Second Street Overly Districts under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

LOTS ONE HUNDRED (100), ONE HUNDRED ONE (101), ONE HUNDRED TWO (102), ONE HUNDRED THREE (103) AND ONE HUNDRED FOUR (104) AS DESIGNATED UPON THE PLAT OF EASTWOOD & STOKBURGER'S SECOND SUBDIVISION OF LOVES PARK, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 12 OF PLATS ON PAGE 1 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, EXCEPTING THEREFROM PART OF LOTS ONE HUNDRED (100), ONE HUNDRED ONE (101), ONE HUNDRED TWO (102) AND ONE HUNDRED THREE (103) AS DESIGNATED UPON THE PLAT OF EASTWOOD & STOKBURGER'S SECOND SUBDIVISION OF LOVES PARK, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 12 OF PLATS ON PAGE 1 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE HUNDRED (100); THENCE SOUTH 0 DEGREES 08 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID LOTS ONE HUNDRED (100), ONE HUNDRED ONE (101), ONE HUNDRED TWO (102) AND ONE HUNDRED THREE (103), A DISTANCE OF 267.50 FEET TO A POINT 20 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT ONE HUNDRED THREE (103); THENCE NORTH 36 DEGREES 57 MINUTES 28 SECONDS EAST A DISTANCE OF 25.03 FEET TO A POINT ON THE NORTH LINE OF SAID LOT ONE HUNDRED THREE (103), WHICH POINT IS 15 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 31 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 96.57 FEET TO A POINT ON THE NORTH LINE OF SAID LOT ONE HUNDRED TWO (102), WHICH POINT IS 65 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 31 DEGREES 19 MINUTES 08 SECONDS EAST, ALONG THE PRECEDING COURSE, EXTENDED NORTHEASTERLY, A DISTANCE OF 56.01 FEET; THENCE NORTH 46 DEGREES 09 MINUTES 48 SECONDS EAST, A DISTANCE OF 50.03 FEET TO A POINT ON THE NORTH LINE OF SAID LOT ONE HUNDRED ONE (101), WHICH POINT IS 130 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 57 DEGREES 38 MINUTES 22 SECONDS EAST, A DISTANCE OF 154.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT ONE HUNDRED (100), WHICH POINT IS 260.0 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 90 DEGREES 00 MINUTES WEST, ALONG THE NORTH LINE OF SAID LOT ONE HUNDRED (100) A DISTANCE OF 260.0 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

Parcel(s): 11-12-226-083 & 11-12-226-054
Address(s): 5400 N. Second Street and 5312 N. Second Street

Conditions

1. The Special Use Permit expires with any change in property ownership, change in business ownership, or discontinuance of the commercial automobile sales business.
2. No off-site business signage shall be permitted for parcels 11-12-226-083 and 11-12-226-054.
3. No commercial or passenger vehicle sales shall be permitted on 11-12-226-083 and 11-12-226-054. The commercial vehicles shall not display any options or pricing. All sales and vehicle information shall be provided when the vehicle is available for sale at 4925 N. Second Street, the existing Kar Korner sales lot.
4. All areas utilized for driving or parking must be paved with a dust free hard impervious surface within 6 months of approval of the special use. Such material shall be approved by the City prior to installation. The vehicle storage areas shall be striped, observing the defined fire lane, as presented on the site plan. Storage of the vehicles shall only be permitted within the striped vehicle storage areas and not encroach into the landscape bed areas on both N. Second Street frontages.
5. There shall be no storage of the owner or employees personal or recreational vehicles, which includes campers, trailers, rv's, aquatic items, boats, or any other items not associated with the business located at 4925 N. Second Street.
6. The properties shall be limited to the storage of the mini fleet transit cargo vans only. No vehicles that require a Commercial Drivers License (CDL) or passenger vehicles shall be permitted on parcels 11-12-226-083 and 11-12-226-054.
7. Loading and unloading of vehicles shall only be permitted in the rear of the building.
8. No vehicle washing or repair shall be permitted, and all vehicles shall be Operable and maintained in a good state of repair.
9. Landscaping shall meet all of the requirements of Section 102-258, and the the N. Second Street Overlay District. The owner shall be required to remove asphalt for the landscaping bed on both frontages and provide a protective curb on all sides. The buffer shall be 8ft deep. The owner shall also provide a landscape buffer on both parcels that will obscure vehicles behind the building. The buffer will require the removal of asphalt and provide a protective curb on all sides. The rear landscaped areas shall be lined with a row of arborvitae trees and perennials. The buffer will also include the installation of a black vinyl coated chain link fence that shall not exceed 6ft in height. No barb or razor wire shall be allowed.
10. The property owner or business owner shall be responsible for the maintenance, repair, and replacement of all landscape plants and materials. The landscape beds shall be tended too, and maintained in a healthy growing condition, free from refuse, debris, and weeds at all times. The owner shall provide staff with a landscape schedule outlining the various plants/trees that will be provided as part of the approval within 30 days of approval.
11. The special use permit shall be renewed 1 year from the date of approval.
12. If the improvements identified in Phase 1 are not completed and conditions recommended with the approval have not been met, the land owner or business owner shall be required to remove any and all vehicles from parcels 11-12-226-083 and 11-12-226-054.

13. The owner shall repair all of the glass windows and clean up broken glass within 90 days of approval.

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

A P P R O V E D:

MAYOR

A T T E S T:

CITY CLERK

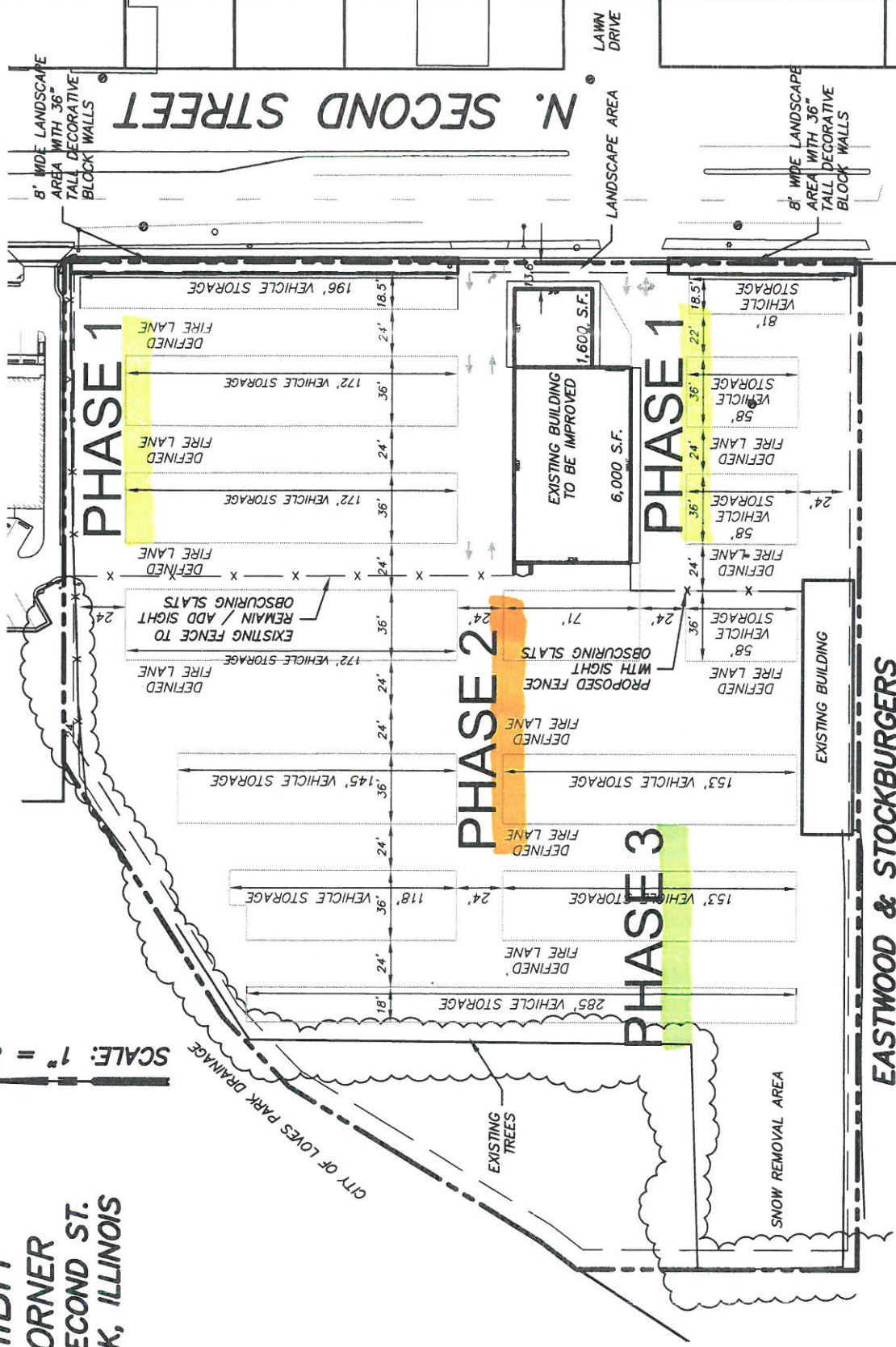
PASSED:

APPROVED:

PUBLISHED:

EXHIBIT
KAR KORNER
5400 N. SECOND ST.
LOVES PARK, ILLINOIS

SCALE: 1" = 80'



EASTWOOD & STOCKBURGERS
2ND SUBDIVISION
LOTS 100, 102, 103, & 104
4.27 ACRES

ZONING CLASS
 CR RETAIL COMMERCIAL DISTRICT
 WITHIN NORTH SECOND STREET
 OVERLAY DISTRICT

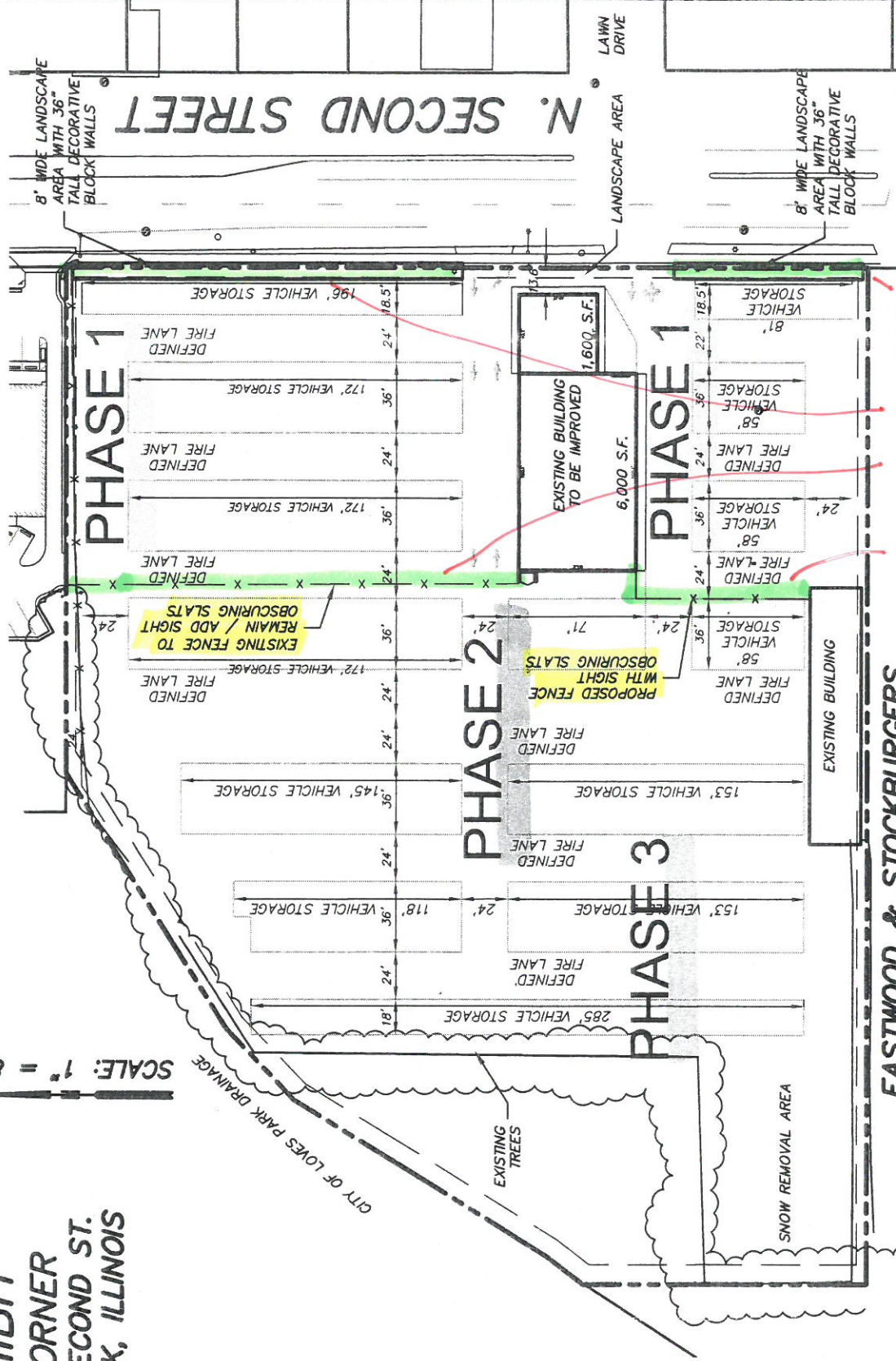
BUILDING SETBACKS
 FRONT SETBACK: MIN. 5' - MAX. 10'
 REAR SETBACK: 10'
 SIDE SETBACK: 5'

R.K. JOHNSON & ASSOCIATES, INC.
 CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
 1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111
 (815) 633-5097 FAX (815) 633-4593
 www.rkjohansonassociates.com

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004994
 JULY 14, 2021 JOB NO.: 15066

SCALE: 1" = 80'

EXHIBIT
KAR KORNER
5400 N. SECOND ST.
LOVES PARK, ILLINOIS



EASTWOOD & STOCKBURGERS
2ND SUBDIVISION
LOTS 100, 102, 103, & 104
4.27 ACRES

LANDSCAPE AREAS
8' IN DEPTH, BOTH
PROPERTIES

ZONING CLASS
 CR RETAIL COMMERCIAL DISTRICT
 WITHIN NORTH SECOND STREET
 OVERLAY DISTRICT

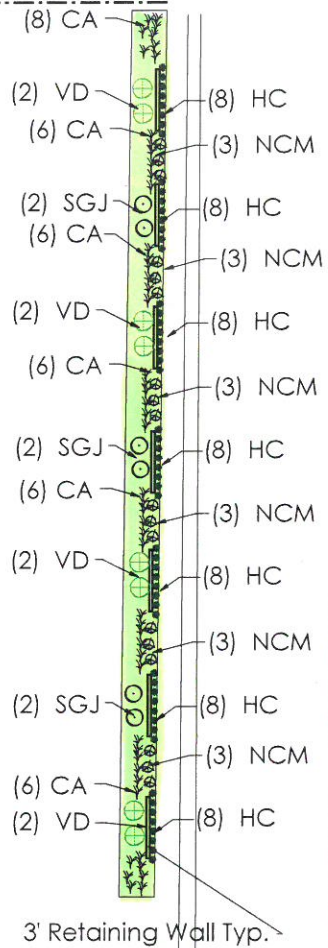
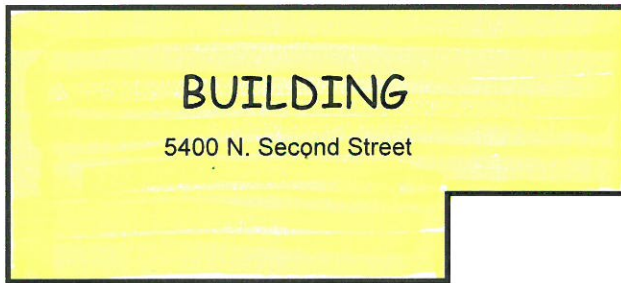
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Plant Schedule				
Key	Quantity	Size	Botanical Name	Common Name
VD	12	24"	VIBURNUM denatum	Arowood Viburnum
JCJ	8	18"	JUNIPERUS chin sea green	Sea Green Juniper
CA	56	gal	Calamagrostis x acutiflora	Karl Foerster
NCM	24	gal	NEPETA x faassenii	Cat Mint
HL	80	gal	HEMEROCALLIS var.	Daffily

(10) Total Walls @ 14' Long
 All beds to have 4" of hardwood bark mulch



N. SECOND STREET

