City Council Agenda	
City Council Minutes	
Police Department Report	
Fire Department Report	
Street Report	
Water Report	
Finance & Administrative Committee Packet	_
Public Works Committee Packet	
Codes & Reguations Committee Packet	
Resolution - Baxter & Woodman Consulting Engineers for well #7	
Ordinance 2nd Reading - General Obligation Bonds Series 2017	
Ordinance 2nd Reading - General Obligation Bonds Series 2012	
Ordinance 2nd Reading - River Lane no parking from N2nd to Walker Ave _	
Ordinance 1st Reading - SUP 1034-1028 Windsor Road	
Ordinance 1st Reading - SUP 5902 E. Riverside Blvd.	
Ordinance 1st Reading - Variance For 5105 N. Second St.	

MONDAY, DECEMBER 6, 2021- 6 P.M. CITY COUNCIL CHAMBERS 100 HEART BLVD.

- I. CALL TO ORDER
- II. INVOCATION & PLEDGE OF ALLEGIANCE
 - 1. Invocation given by Pastor Stephen Knox of St. Bridget Church, followed by the Pledge of Allegiance.
- III. ROLL CALL
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING
- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS
- VI. APPROVE PAYMENT OF BILLS
- VII. OFFICER'S REPORTS
 - 1. Public Safety
 - 2. Public Works

VIII. COMMITTEE REPORTS

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

IX. UNFINISHED BUSINESS

X. **NEW BUSINESS**

XI. RESOLUTIONS & MOTIONS

1. Resolution authorizing the Water Department Manager to hire Baxter and Woodman Consulting Engineers for professional services for Well #7 at a cost not to exceed \$249,500.00.

XII. ORDINANCES 2ND READING

- 1. Ordinance abating the tax levied for the Year 2022 to pay debt service on \$540,000.00 General Obligation Bonds, Series 2012, of the City of Loves Park, Winnebago and Boone Counties, Illinois.
- 2. Ordinance abating the tax levied for the Year 2021 to pay principal and interest on \$4,100,000.00 General Obligation refunding alternate Bonds (Motor Fuel Taxes Alternate Revenue Source), Series 2017, of the City of Loves Park, Winnebago and Boone Counties, Illinois.
- 3. Ordinance establishing no parking on the north side of a portion of River Lane in the City of Loves Park, Illinois.

XIII. ORDINANCES 1ST READING

- 1. Ordinance providing for a Special Use Permit for a duplex at the properties known as 1034 and 1028 Windsor Road.
- 2. Ordinance providing for a Special Use Permit to allow a car wash at the property known as 5902 E. Riverside Blvd.
- 3. Ordinance providing for a Variance to widen the driveway for the property known as 5105 N. 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 29, 2021 City Hall Council Chambers

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

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

Present: Aldermen Jim Thompson, Mark Peterson, A. Marie Holmes, Robert Schlensker,

Doug Allton, Nancy Warden, John Jacobson

Absent: Aldermen Jim Puckett, Dan Jacobson, John Pruitt

Also City Clerk Bob Burden
Present: City Attorney Gino Galluzzo

1. Approve Minutes 11/22/21

The Journal of Proceedings for the regular meeting of November 22, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Allton. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt)

2. Commerce Commission Hearing Received a notice from the Illinois Commerce Commission of a hearing regarding Commonwealth Edison Company, to be held December 8, 2021, in the offices of the Commission, Chicago, IL. Placed on file.

3. Leaf Vacuuming

Mayor Jury encouraged everyone to have their leaves at the curb for vacuuming by December 6, which is the last week of leaf vacuuming.

4. Christmas Tree Recycling Program Mayor Jury announced that Keep Northern Illinois Beautiful will hold their annual Christmas tree recycling program from January 1-15, 2022, and the drop off place for Loves Park is at Martin Park.

General Fund Bills Alderman John Jacobson presented the General Fund and all other bills dated November 22, 2021 in the amount of \$2,458,360.34, and moved that they be paid. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt)

6. Water Department Bills

Alderman John Jacobson presented the Water Department bills dated November 22, 2021 in the amount of \$364,610.98, and moved that they be paid. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt)

7. Public Safety Report

Alderman Allton presented the Fire Department Report dated November 29, 2021, to be placed on file.

8. Public Works Report Alderman Schlensker presented the Street Department Report dated November 29, 2021; presented the Water Department Report for November 29, 2021, to be placed on file.

9. Finance and Administration Committee

Alderman John Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated November 29, 2021 in the amount of \$988,171.86, for consideration at next week's city council meeting; presented the minutes from the committee meeting held November 22, 2021, to be placed on file.

10. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated November 29, 2021 in the amount of \$12,393.83, for consideration at next week's city council meeting; presented the minutes from the committee meeting held November 15, 2021, to be placed on file.

11. Codes & Regulations

Alderman Warden of the Codes and Regulations Committee announced that a committee meeting will be held Monday, December 6, 2021 at 6:15 p.m.

12. Ordinances First Reading

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

13. 1st Reading
General
Obligation
Bonds Series
2012

Alderman John Jacobson presented for first reading an ordinance abating the tax levied for the Year 2022 to pay debt service on \$640,000.00 General Obligation Bonds, Series 2012, of the City of Loves Park, Winnebago and Boone Counties, Illinois, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt) Laid over

14. 1st Reading General Obligation Bonds Series 2017 Alderman John Jacobson presented for first reading an ordinance abating the tax levied for the Year 2021 to pay principal and interest on \$4,100,000.00 General Obligation refunding alternate Bonds (Motor Fuel Taxes Alternate Revenue Source), Series 2017, of the City of Loves Park, Winnebago and Boone Counties, Illinois, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt) Laid over

15. 1st Reading
Pedestrians On
Public
Roadways

Alderman John Jacobson presented for first reading an ordinance amending Chapter 86 of Article VI of the Loves Park City code to add Sec. 86-153 regulating the passage of pedestrians on public roadways to promote public health and safety and the free flow of traffic in the community, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt) Laid over

16. 1st Reading
No Parking On
North Side Of
River Lane

Alderman John Jacobson presented for first reading an ordinance establishing no parking on the north side of a portion of River Lane in the City of Loves Park, Illinois, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt) Laid over

17. Suspend Rules

Alderman John Jacobson moved to suspend any and all rules to bring the ordinance regarding pedestrians on public roadways in for second reading. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt)

18. ORD 4445-21 Pedestrians On Public Roadways Alderman John Jacobson presented for second reading an ordinance amending Chapter 86 of Article VI of the Loves Park City code to add Sec. 86-153 regulating the passage of pedestrians on public roadways to promote public health and safety and the free flow of traffic in the community, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 7 Ayes (Aldermen Thompson, Peterson, Holmes, Schlensker, Allton, Warden, John Jacobson) 3 Absent (Aldermen Puckett, Dan Jacobson, Pruitt)

ORDINANCE NO. 4445-21

19. Adjourn

Alderman John Jacobson moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:09 p.m.

APPROVED:

Robert J. Burden, City Clerk

COMMITTEE MEETINGS:

Codes & Regulations: Monday, December 6, 2021

6:15 p.m.

STANDING COMMITTEE MEETINGS:

Community Development: Following Council Meeting

6:15 p.m.

Finance and Administration: Prior to Council Meeting

5:40 p.m.

Public Works: Prior to Council Meeting

5:15 p.m.

Zoning Board of Appeals: 3rd Thursday of the Month

5:30 p.m.





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





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

Exceptions

4

8

15

8

8

11

10

64

Total



Department of Public Works Street Department Weekly Activity Report

Submitted by: David Jacobson
Public Works Foreman

Week of November 26, 2021 thru December 3, 2021

Previous week's activity:

- 1. Continue to set up trucks for winter.
- 2. Continue to service trucks.
- 3. Cold patched multiple areas.
- 4. Helped water dept. with main breaks.
- 5. Continue to sweep streets.

Proposed work:

- 1. Continue to service trucks.
- 2. Clean and organize the shop.
- 3. Help water dept. with main breaks as needed.
- 4. Continue to sweep curbs.
- 5. Cold patch.
- 6. Haul in backfill materials. Road stone chips and 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 11/22/21-11/28/21

Field maintenance

Scheduled appointments

Julies

Meter exchanges

Replumbs with Helm

Overseeing Perry Ridge phase 3 water main project

Dug Mainbreak 5644 East Dr

Dug main break 5783 Candover Rd (Sunday 11/21/21)

Dug main break 406 Pennsylvania

Dug Mainbreak 236 Evelyn Ave

Week of 11/29/21-12/5/21: Tentative week outlook

Field maintenance

Scheduled appointments

Julies

Meter exchanges

Replumbs with Helm

Dig 422 Belteberg (MEX Program)

Dig 5084 Painted Pony (MEX Program)

Dig 4932 Painted Pony (MEX Program)

Dig Service Leak 721 Riverside

Meter Reads

Weekly Production Report: Week of 11/22/21-11/28/21

11-22 assisted with the main break on East Dr., daily samples, and tests

- 11-23 assisted with the main break on Evelyn, repaired pilot valves well 4, daily samples and tests
- 11-24 assisted with the main break on Pennsylvania, put float away, daily samples and tests
- 11-25 daily samples and tests
- 11-26 daily samples and tests
- 11-27 daily samples and tests
- 11-28 daily samples and tests

CITY OF LOVES PARK AGENDA

FINANCE & ADMINISTRATION COMMITTEE MONDAY, DECEMBER 6, 2021 – 5:40 P.M. CITY COUNCIL CHAMBERS 100 HEART BLVD.

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
- 4. <u>ITEMS FOR CONSIDERATION</u>
- 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 29, 2021

CALLED TO ORDER: 5:40 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Mark Peterson

MEMBERS ABSENT: Aldermen John Pruitt, Jim Puckett

ALSO PRESENT: Attorney Greg Cox, A. Marie Holmes, Robert Schlensker, Doug Allton,

Nancy Warden, James Thompson, Police Chief Chuck Lynde,

Chief Wiltfang

No quorum, no meeting was held.

MINUTES APPROVAL: November 22, 2021

ITEMS FOR CONSIDERATION

- 1. List of Bills: No questions or concerns.
- 2. Items for consideration.
- 3. General Discussion.
- 4. Adjournment.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE



CITY OF LOVES PARK AGENDA PUBLIC WORKS COMMITTEE Decmber 6, 2021 5:15 P.M. Loves Park City Council Chambers

- I. Approval of Minutes
 - A. Approval of Minutes from the November 29, 2021 meeting.
- II. Resolutions & Ordinances
 - A. Resolution authorizing the Water Department Manager to hire Baxter and Woodman Consulting Engineers for Professional services in the design, permitting, bidding, and construction services for Well #7 pumping equipment, well house, and filtration plant at a cost not to exceed \$249,500.00.
- III. Project Updates/Directors Report: None
- IV. General Discussion/Public Comment

V. <u>General Discussion/Fublic Comme</u> V.

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.

VI. Adjourn



PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: November 29, 2021

CALLED TO ORDER: 5:15 P.M.

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

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Thompson, Attorney Galluzzo

APPROVAL OF MINUTES: November 15, 2021

Ald. J. 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. An Ordinance was discussed establishing No Parking on the North side of River Lane between North Second St. and Walker Ave.

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

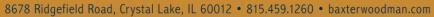
Alderman J. Jacobson moved for adjournment at 5:27 p.m.; seconded by Alderman Peterson The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

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

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker H	Resolution No
Date: December 6th, 2021	
Ridgefield Road, Crystal lake, IL. 600	and Woodman Consulting Engineers, 8676 112, for professional services in the design, services for Well #7 pumping equipment,
Funds shall be drawn from Account No. 31-0	00-1991 (well 7 capital project)
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:	





November 24, 2021

Mr. Craig McDonald Water Department Manager City of Loves Park 5440 Walker Ave. Loves Park, Illinois 61111

Subject: City of Loves Park -Well No. 7 Water Treatment Plant

Dear Mr. McDonald:

This project will provide for iron and manganese removal at the City of Loves Park's Well No. 7 facility utilizing pressure filtration. The facility will also be designed to accommodate expansion to add granular activated carbon for removal of PFAS compounds. The WTP design will be based on a well capacity of 2,000 gpm and will include the following major components:

- 1. Well pumping equipment with pitless adapter
- 2. Masonry structure
 - a. Detention Tank
 - b. Equipment room to house the horizontal pressure filter, booster pumps and blower for air/water filter backwash.
 - c. Chemical Room to house fluoride feed equipment.
 - d. Chlorine Room to house sodium hypochlorite bulk storage tank and feed equipment.
 - e. Electrical Room
 - f. Below-grade backwash storage tank and backwash pumps
- 3. Iron and magnesium removal by high-rate pressure filtration with pyrolusite media.
- 4. Sodium hypochlorite and fluoride feed systems
- 5. Booster pumps to distribution system
- 6. Utilities (water, electric, sanitary sewer, storm sewer, and natural gas)
- 7. HVAC
- 8. Electrical power
- 9. Controls and instrumentation system to be incorporated in the Owner's existing SCADA system
- 10. Emergency Generator with an exterior enclosure
- 11. Site and Civil improvements including street access and parking
- 12. Demolition of existing structures



SCOPE OF SERVICES

PROJECT MANAGEMENT

1. PROJECT MANAGEMENT & MEETINGS - Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include managing budget, schedule, and scope. Confer with the Owner's staff occasionally to clarify and define the general scope, extent, and character of the project.

PRELIMINARY DESIGN

- 2. EXISTING CONDITIONS REVIEW Obtain, review, and evaluate the following information provided by the Owner for use in design: existing drawings, plans, plats, utility atlases, GIS shape files surrounding the Project limits, aerial photography, environmental studies, hydrologic and hydraulic information and calculations, and geotechnical data.
- 3. SITE VISIT Conduct site visits to familiarize the designer(s) with the sites and clarify any discrepancies on the Drawings.
- 4. BASE DRAWINGS Develop preliminary drawings of natural and manmade features from topographic survey data and utility information, including creating lists of deficient items for clarification at a future site visit.
- 5. PRELIMINARY DRAWINGS Prepare preliminary drawings indicating the proposed site layout, floor plan of WTP, and critical sections, if any.

DETAILED DESIGN

- 6. GEOTECHNICAL INVESTIGATION Engage the services of a geotechnical subconsultant to drill test borings at the locations of all structures to design footings, collect and analyze soil samples, determine groundwater levels, prepare a written report for excavation and structural design, and prepare forms required by Clean Construction or Demolition Debris regulations.
- 7. DESIGN DOCUMENTS Prepare design documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Owner and specifications, prepared in conformance with the format of the Construction Specification Institute.



- 8. QUALITY CONTROL Conduct internal peer review, operations review, and constructability review. Incorporate final review comments into the final plan set.
- 9. CONSTRUCTION DOCUMENTS Prepare for review and approval by the Owner and its legal counsel the forms of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
- 10. FINAL OPINION OF PROBABLE COST Prepare an opinion of probable construction cost based on the design documents approved by IEPA.
- 11. AGENCY SUBMITTALS Submit the design documents to the IEPA for their review and approval for the Owner to construct and operate the PROJECT. Furnish the Owner with design documents approved by IEPA.

BIDDING ASSISTANCE

12. ASSISTANCE DURING BIDDING - Assist the Owner in solicitation of construction bids from qualified bidders, conduct a pre-bid conference, attend the bid opening and tabulate bid proposals, analyze the bids, and submit recommendations for the award of construction contract.

EXCEPTIONS

Pilot testing is not included in our Scope of Services. If IEPA requires pilot testing, it will be done by others, or we will provide a separate Work Order.

A topographic survey has been completed by another consultant, so survey is not included in our Scope.

Engineering Fee

The Owner shall pay the Engineer for the of services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$249,500. Fees for a geotechnical investigation, not included, are estimated to be \$7,000.

We appreciate the opportunity to work with the City of Loves Park on this important Project and we are available to begin work immediately upon your notice to proceed.



The attached standard terms and conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS Jerry Groth, PE Regional Manager		
Attachment		CITY OF LOVES PARK, IL
	AUTHORIZED BY:	
	TITLE:	
	DATE:	

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

<u>Schedule for Rendering Services</u> - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

<u>Invoices and Payments</u> - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits Excess Umbrella Liability: \$10 million per claim and aggregate

General Liability: \$1 million per claim Professional Liability: \$5 million per claim \$2 million aggregate \$5 million aggregate

Automobile Liability: \$1 million combined single limit

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.



Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

<u>Use of Documents</u> – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

<u>Successors, Assigns, and Beneficiaries</u> – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

<u>Dispute Resolution</u> - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



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

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. <u>APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD 11-15-</u> 2021.
- 4. ITEMS FOR CONSIDERATION
 - a. Loves Park Shell, Inc. is requesting a "Class B" liquor license at the following location:
 - 6480 East Riverside Boulevard, DBA Loves Park Shell.
 - b. Loves Park Shell, Inc. is requesting a "Class D" liquor license at the following location:
 - 6480 East Riverside Boulevard, DBA Santhom
- 5. PUBLIC COMMENT
- 6. **GENERAL DISCUSSION**
- 7. ADJOURN

City of Loves Park Codes & Regulations Committee November 15, 2021

- Call to Order the meeting was called to order by Alderman Warden, Chairman at 6:15 p.m.
 Committee Members Present- Alderman Thompson, Alderman Jacobson, Alderman Schlensker. Also in Attendance Attorney Cox, Alderman Pruitt, Chief Lynde, Jose Ramirez
- II. The Minutes of the November 8, 2021 meeting were approved upon motion by Alderman Thompson. Seconded by Alderman Schlensker. Vote 4–0 to approve.
- III. Items for Consideration

Special Event Permit application from State Line Complex, 7003 N Alpine, for a concert to be held November 24, 2021, from 8:00 p.m. to 1:45 a.m.

Motion to deny the Special Event Permit by Alderman Schlensker. Second by Alderman Thompson. Vote: 4- 0 to deny.

- IV. Public Comment none
- V. General Discussion none
- VI. Adjournment the meeting was adjourned at 6:17 p.m. upon motion by Alderman Thompson. Seconded by Alderman Jacobson. Vote 4-0 in favor.

Respectfully submitted by: Nancy Warden Committee Chairman

LETTER OF REQUEST

From,

Biju Kurian Loves Park Shell inc 6480 Riverside Blvd Loves Park,61111.

To,

Mayor Gregory R Jury 100 Heart Blvd Loves Park,61111.

Dear Mayor,

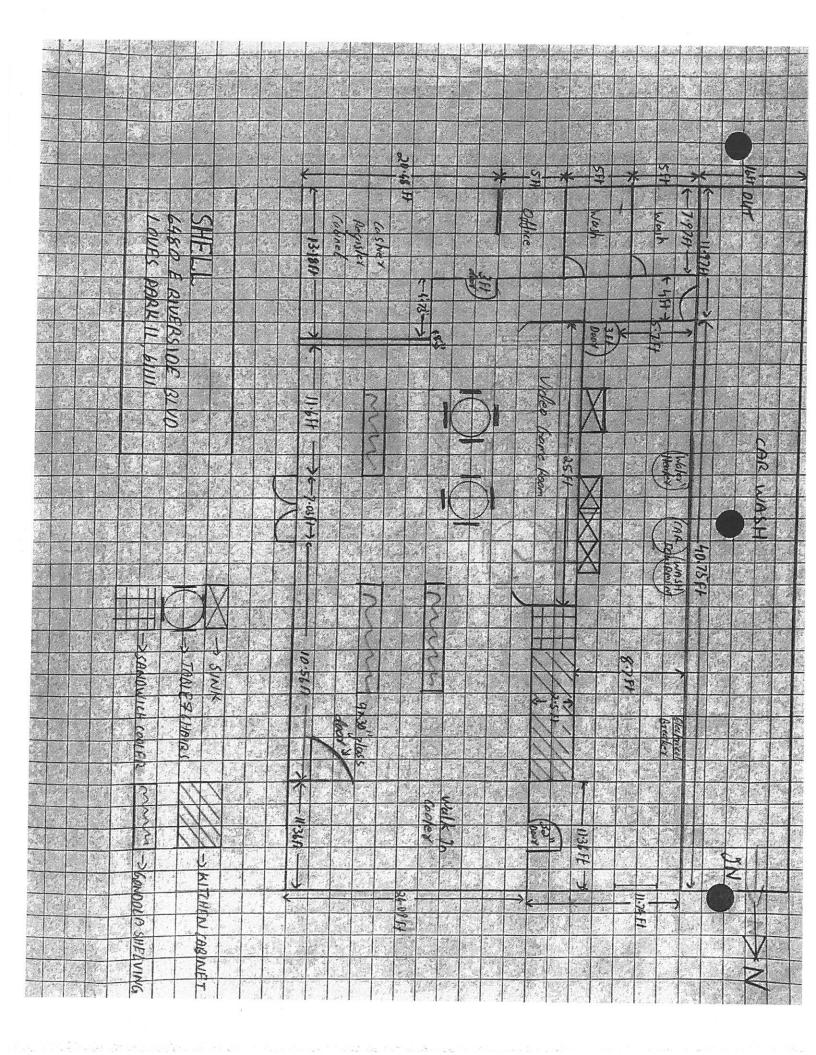
It is my pleasure to inform you that I, Biju Kurian, owner of Loves Park Shell inc purchased the real estate business property located at 6480 Riverside Blvd, Loves Park and would like to convert it in to a Shell brand gas station with the restaurant and grocery service.

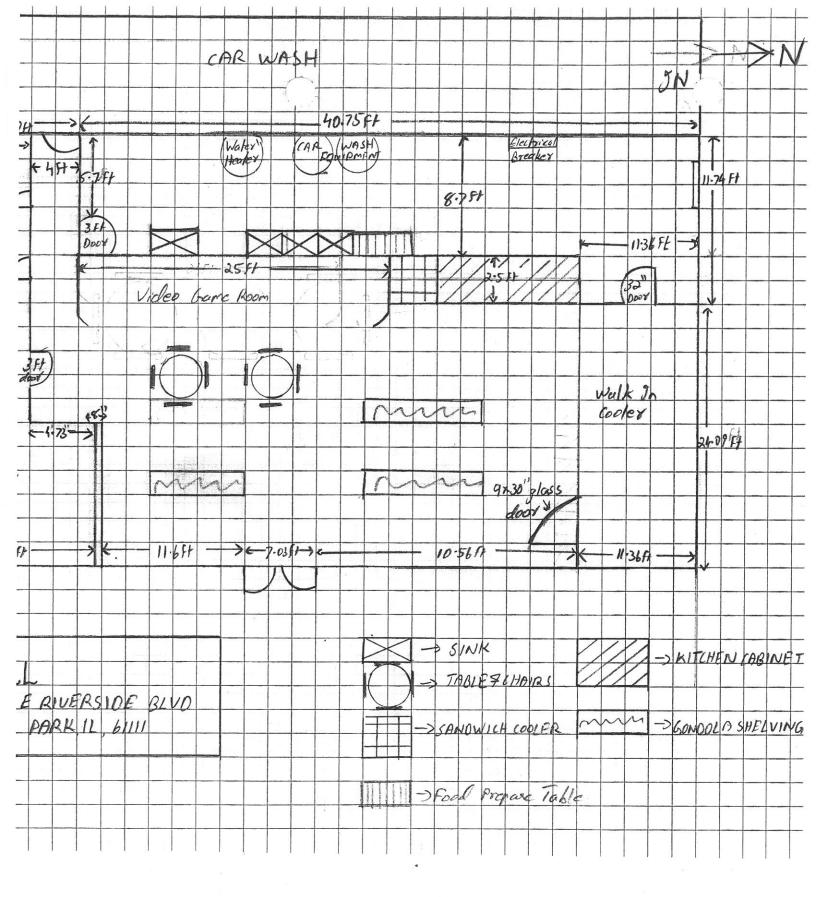
I am a full time business man living at North brook, IL with more than 20 years of experience in retail and 2 years of experience in hospitality business and owns 5 business locations (3 gas stations and 2 hotels) in both IL and WI. It is with great joy to start a business at your city and i am looking forward for the opportunity.

So I request you to please grand me all the licenses needed for the facility including hard liquor, beer&wine and pouring to start my business as soon as possible and i pleage myself to follow all the rules and regulations of the city according to the city ordinance.

Thank you

Biju Kurian.

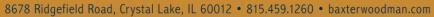




City of Loves Park

Department of Public Works

By Alderman Robert Schlensker H	Resolution No
Date: December 6th, 2021	
Ridgefield Road, Crystal lake, IL. 600	and Woodman Consulting Engineers, 8676 112, for professional services in the design, services for Well #7 pumping equipment,
Funds shall be drawn from Account No. 31-0	00-1991 (well 7 capital project)
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:	





November 24, 2021

Mr. Craig McDonald Water Department Manager City of Loves Park 5440 Walker Ave. Loves Park, Illinois 61111

Subject: City of Loves Park -Well No. 7 Water Treatment Plant

Dear Mr. McDonald:

This project will provide for iron and manganese removal at the City of Loves Park's Well No. 7 facility utilizing pressure filtration. The facility will also be designed to accommodate expansion to add granular activated carbon for removal of PFAS compounds. The WTP design will be based on a well capacity of 2,000 gpm and will include the following major components:

- 1. Well pumping equipment with pitless adapter
- 2. Masonry structure
 - a. Detention Tank
 - b. Equipment room to house the horizontal pressure filter, booster pumps and blower for air/water filter backwash.
 - c. Chemical Room to house fluoride feed equipment.
 - d. Chlorine Room to house sodium hypochlorite bulk storage tank and feed equipment.
 - e. Electrical Room
 - f. Below-grade backwash storage tank and backwash pumps
- 3. Iron and magnesium removal by high-rate pressure filtration with pyrolusite media.
- 4. Sodium hypochlorite and fluoride feed systems
- 5. Booster pumps to distribution system
- 6. Utilities (water, electric, sanitary sewer, storm sewer, and natural gas)
- 7. HVAC
- 8. Electrical power
- 9. Controls and instrumentation system to be incorporated in the Owner's existing SCADA system
- 10. Emergency Generator with an exterior enclosure
- 11. Site and Civil improvements including street access and parking
- 12. Demolition of existing structures



SCOPE OF SERVICES

PROJECT MANAGEMENT

1. PROJECT MANAGEMENT & MEETINGS - Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include managing budget, schedule, and scope. Confer with the Owner's staff occasionally to clarify and define the general scope, extent, and character of the project.

PRELIMINARY DESIGN

- 2. EXISTING CONDITIONS REVIEW Obtain, review, and evaluate the following information provided by the Owner for use in design: existing drawings, plans, plats, utility atlases, GIS shape files surrounding the Project limits, aerial photography, environmental studies, hydrologic and hydraulic information and calculations, and geotechnical data.
- 3. SITE VISIT Conduct site visits to familiarize the designer(s) with the sites and clarify any discrepancies on the Drawings.
- 4. BASE DRAWINGS Develop preliminary drawings of natural and manmade features from topographic survey data and utility information, including creating lists of deficient items for clarification at a future site visit.
- 5. PRELIMINARY DRAWINGS Prepare preliminary drawings indicating the proposed site layout, floor plan of WTP, and critical sections, if any.

DETAILED DESIGN

- 6. GEOTECHNICAL INVESTIGATION Engage the services of a geotechnical subconsultant to drill test borings at the locations of all structures to design footings, collect and analyze soil samples, determine groundwater levels, prepare a written report for excavation and structural design, and prepare forms required by Clean Construction or Demolition Debris regulations.
- 7. DESIGN DOCUMENTS Prepare design documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Owner and specifications, prepared in conformance with the format of the Construction Specification Institute.



- 8. QUALITY CONTROL Conduct internal peer review, operations review, and constructability review. Incorporate final review comments into the final plan set.
- 9. CONSTRUCTION DOCUMENTS Prepare for review and approval by the Owner and its legal counsel the forms of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
- 10. FINAL OPINION OF PROBABLE COST Prepare an opinion of probable construction cost based on the design documents approved by IEPA.
- 11. AGENCY SUBMITTALS Submit the design documents to the IEPA for their review and approval for the Owner to construct and operate the PROJECT. Furnish the Owner with design documents approved by IEPA.

BIDDING ASSISTANCE

12. ASSISTANCE DURING BIDDING - Assist the Owner in solicitation of construction bids from qualified bidders, conduct a pre-bid conference, attend the bid opening and tabulate bid proposals, analyze the bids, and submit recommendations for the award of construction contract.

EXCEPTIONS

Pilot testing is not included in our Scope of Services. If IEPA requires pilot testing, it will be done by others, or we will provide a separate Work Order.

A topographic survey has been completed by another consultant, so survey is not included in our Scope.

Engineering Fee

The Owner shall pay the Engineer for the of services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$249,500. Fees for a geotechnical investigation, not included, are estimated to be \$7,000.

We appreciate the opportunity to work with the City of Loves Park on this important Project and we are available to begin work immediately upon your notice to proceed.



The attached standard terms and conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS Jerry Groth, PE Regional Manager		
Attachment		CITY OF LOVES PARK, IL
	AUTHORIZED BY:	
	TITLE:	
	DATE:	

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

<u>Schedule for Rendering Services</u> - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

<u>Invoices and Payments</u> - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits Excess Umbrella Liability: \$10 million per claim and aggregate

General Liability: \$1 million per claim Professional Liability: \$5 million per claim \$2 million aggregate \$5 million aggregate

Automobile Liability: \$1 million combined single limit

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.



Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

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<u>Successors, Assigns, and Beneficiaries</u> – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

<u>Dispute Resolution</u> - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



ORDINANCE NO	O
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AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY PRINCIPAL AND INTEREST ON \$4,100,000.00 GENERAL OBLIGATION REFUNDING ALTERNATE BONDS (MOTOR FUEL TAXES ALTERNATE REVENUE SOURCE), SERIES 2017, OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS

WHEREAS, the City Council (the "Council") of the City of Loves Park, Winnebago and Boone Counties, Illinois (the "City"), by ordinance adopted on the 17th day of April, 2017 (the "Ordinance"), did provide for the issuance of \$4,100,000.00 General Obligation Refunding Alternate Bonds (Motor Fuel Taxes Alternate Revenue Source), Series 2017, dated October 17, 2017 (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the City has Pledged Revenues (as defined in the Ordinance) available for the purpose of paying principal and interest on the Bonds heretofore imposed by the 2021 levy; and

WHEREAS, such Pledged Revenues are hereby directed to be deposited into the Bond Fund (as defined in the Ordinance) and used for the purpose of paying principal and interest on the Bonds; and

WHEREAS, it is necessary and in the best interests of the City that the tax heretofore levied for the year 2021 to pay the Bonds be abated:

NOW, THEREFORE, it is Hereby Ordained by the City Council of the City of Loves Park, Winnebago and Boone Counties, Illinois as follows:

Section I. Abatement of Tax. The tax heretofore levied for the year 2021 in the Ordinance is hereby abated in its entirety. The entire amount abated is \$273,394.00.

Section 2. Filing of Ordinance. Upon the adoption of this ordinance, the City Clerk shall
file a certified copy hereof with the County Clerks of Winnebago and Boone Counties, Illinois,
and it shall be the duty of said County Clerks to abate said tax levied for the year 2021 in
accordance with the provisions hereof.
Section 3. Effective Date. This ordinance shall be in full force and effect upon its
adoption.
PASSED by the City Council of the City of Loves Park this day of
, 2021.
APPROVED:
MAYOR
ATTEST:
City Clerk

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO) SS
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the fully qualified and acting County Clerk
of the County of Winnebago, Illinois, and as such official I do further certify that on the day
of, 2021, there was filed in my office a duly certified copy of Ordinance
No entitled:
AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY PRINCIPAL AND INTEREST ON \$4,100,000.00 GENERAL OBLIGATION REFUNDING ALTERNATE BONDS (MOTOR FUEL TAXES ALTERNATE REVENUE SOURCE), SERIES 2017, OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS
duly adopted by the City Council of the City of Loves Park, Winnebago and Boone Counties,
Illinois, on the day of, 2021 and that same has been deposited in the
official files and records of my office.
I do further certify that the tax heretofore levied for the year 2021 for the payment of
\$4,100,000.00 General Obligation Refunding Alternate Bonds (Motor Fuel Taxes Alternate
Revenue Source), Series 2017, as described in said Ordinance will be abated in its entirety as
provided in said Ordinance.
IN WITNESS WHERETO, I hereunto affix my official signature and the seal of said
County, this, 2021.
County Clerk

(SEAL)

STATE OF ILLINOIS)
) SS COUNTY OF BOONE)
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the fully qualified and acting County Clerk
of the County of Boone, Illinois, and as such official I do further certify that on the day of
, 2021, there was filed in my office a duly certified copy of Ordinance
Noentitled:
AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2021 TO PAY PRINCIPAL AND INTEREST ON \$4,100,000.00 GENERAL OBLIGATION REFUNDING ALTERNATE BONDS (MOTOR FUEL TAXES ALTERNATE REVENUE SOURCE), SERIES 2017, OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS
duly adopted by the City Council of the City of Loves Park, Winnebago and Boone Counties,
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the official files and records of my office.
I do further certify that the tax heretofore levied for the year 2021 for the payment of
\$4,100,000.00 General Obligation Refunding Alternate Bonds (Motor Fuel Taxes Alternate
Revenue Source), Series 2017, as described in said Ordinance will be abated in its entirety as
provided in said Ordinance.
IN WITNESS WHERETO, I hereunto affix my official signature and the seal of said
County, this, 2021.
County Clerk

(SEAL)

AN ORDINANCE ABATING THE TAX LEVIED FOR THE YEAR 2022 TO PAY DEBT SERVICE ON \$640,000 GENERAL OBLIGATION BONDS, SERIES 2012, OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS

WHEREAS, the City Council (the "Council") of the City of Loves Park, Winnebago and Boone Counties, Illinois (the "City"), by ordinance adopted on the 27th day of August, 2012 (the "Ordinance"), did provide for the issuance of \$640,000 General Obligation Bonds, Series 2012, dated September 27, 2012 (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the City will have sufficient funds available in its general fund or other sources for the purpose of paying debt service on the Bonds in 2022; and

WHEREAS, an amount sufficient to pay debt service on the Bonds in 2022 is hereby on deposit in the City's general fund and is to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the City that the tax levied for the year 2022 to pay the Bonds be abated:

NOW, THEREFORE, it is hereby ordained by the City Council of the City of Loves Park, Winnebago and Boone Counties, Illinois as follows:

Section 1. Abatement of Tax. The tax levied for the year 2022 in the Ordinance is hereby abated in its entirety. The entire amount abated is \$76,490.00.

Section 2. Filing of Ordinance. Upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerks of Winnebago and Boone Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2022 in accordance with the provisions hereof.

	Section 3.	. Ef	fectiv	ve Dai	te. This	ord	inanc	e shal	l be	in full	force	and	effect	upon	its
adoptio	on.														
	PASSED	by	the	City	Council	of	the	City	of	Loves	Park	this		day	of
				_, 202	21.										
APPR	OVED:														
	Mayor														
ATTE	ST·														
I I I I	.														
	City Clerk	<u> </u>													

COUNTY OF WINNEBAGO) SS
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the fully qualified and acting County Clerk
of the County of Winnebago, Illinois, and as such official I do further certify that on the day
of, 2021, there was filed in my office a duly certified copy of Ordinance
No entitled:
An Ordinance abating the tax levied for the year 2022 to pay debt service on \$640,000 General Obligation Bonds, Series 2012, of the City of Loves Park, Winnebago and Boone Counties, Illinois
duly adopted by the City Council of the City of Loves Park, Winnebago and Boone Counties,
Illinois, on the day of, 2021, and that same has been deposited in the
official files and records of my office.
I do further certify that the tax levied for the year 2022 for the payment of \$640,000.00
General Obligation Bonds, Series 2012, as described in said Ordinance will be abated in its
entirety as provided in said Ordinance.
IN WITNESS WHERETO, I hereunto affix my official signature and the seal of said
County, this, 2021.
County Clerk
(SEAL)

STATE OF ILLINOIS

COUNTY OF BOONE)
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the fully qualified and acting County Clerk
of the County of Boone, Illinois, and as such official I do further certify that on the day of
, 2021, there was filed in my office a duly certified copy of Ordinance
No entitled:
AN ORDINANCE ABATING THE TAX LEVIED FOR THE YEAR 2022 TO PAY DEBT SERVICE ON \$640,000 GENERAL OBLIGATION BONDS, SERIES 2012, OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS
duly adopted by the City Council of the City of Loves Park, Winnebago and Boone Counties,
Illinois, on the day of, 2021 and that same has been deposited in
the official files and records of my office.
I do further certify that the tax levied for the year 2022 for the payment of \$640,000.00
General Obligation Bonds, Series 2012, as described in said Ordinance will be abated in its
entirety as provided in said Ordinance.
IN WITNESS WHERETO, I hereunto affix my official signature and the seal of said
County, this, 2021.
County Clerk

STATE OF ILLINOIS

ORDINANCE	NO
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AN ORDINANCE ESTABLISHING NO PARKING ON THE NORTH SIDE OF A PORTION OF RIVER LANE IN THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, River Lane is a Public roadway within the limits of the City of Loves Park, Illinois;

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

SECTION 1: That a No Parking zone be established on River Lane in the City, Illinois, as follows:

- (a) That no parking shall be established on the North side of River Lane between North Second Street (IL251) and Walker Avenue
- (b) That the No Parking area identified in (a) above has been determined to be necessary for the public safety and well-being of the residents and motorists of the City of Loves Park, Illinois.

SECTION 2: That the appropriate No Parking signs shall be erected to reflect the Ordinance.

SECTION 3: 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 4: That the Code of Ordinance of the City of Loves Park, Illinois shall be amended to include the provisions of this Ordinance.

SECTION 5: This Ordinance repeals and amends the terms of any and all previous and/or existing Ordinance in conflict with the provisions contained herein.

SECTION 6: 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:

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

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

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

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

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

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

Parcel 1

Part of the Southeast Quarter (1/4) of Section 31, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the South line of said Quarter (1/4) Section North 89°-30′-10″ East, 120.00 feet from the Southwest corner of said Quarter (1/4) Section; thence North 00°-05′-35″ East, 180.06 feet; thence North 89°-30′-10″ East, parallel with the South line of said Quarter (1/4) Section, 106.00 feet; thence South 00°-05′-35″ West, 82.73 feet; thence South 89°-30′-10″ West, parallel with the South line of said Quarter (1/4) Section, 77.00 feet; thence South 00°-05′-35″ West, 97.33 feet to the South line of said Quarter (1/4) Section; thence South 89°-30′-10″ West, along the South line of said Quarter (1/4) Section, 29.00 feet to the point of beginning. EXCEPTING therefrom the South 33.00 feet in width for roadway purposes. Situated in the County of Winnebago and State of Illinois.

Parcel 2

The East One Hundred (106) feet of the West Two Hundred Twenty-six (226) feet of the following described tract: Part of the Southeast Quarter (1/4) of Section Thirty-one (31), Township Forty-five (45) North, Range Two (2) East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of said Quarter (1/4) Section; thence North 89 degrees 30'10" East along the South line of said Quarter (1/4) Section a distance of Five Hundred and Twenty-eight (528) feet to the point of intersection with the centerline of Elm Avenue as now laid out; thence North along the centerline of Elm Avenue a distance of One Hundred Eighty and Six Hundredths (180.06) feet; thence South 89 degrees 30'10" West parallel with the South line of said Quarter (1/4) Section a distance of Five Hundred and Twenty-seven and Seventy-one Hundredths (527.71) feet to the West line of said Quarter (1/4) Section; thence South 00 degrees 05'35" West along the West line of said Quarter (1/4) Section a distance of One hundred Eighty and Six Hundredths (180.06) feet to the place

of beginning; EXCEPTING THEREFROM, the East Thirty-three (33.0) feet in width and the south Thirty-three (33.0) feet in width for roadway purposes; situated in the county of Winnebago and State of Illinois.

Parcel(s): 08-31-454-010 & 08-31-454-011
Postal Address: 1034 and 1028 Windsor Road

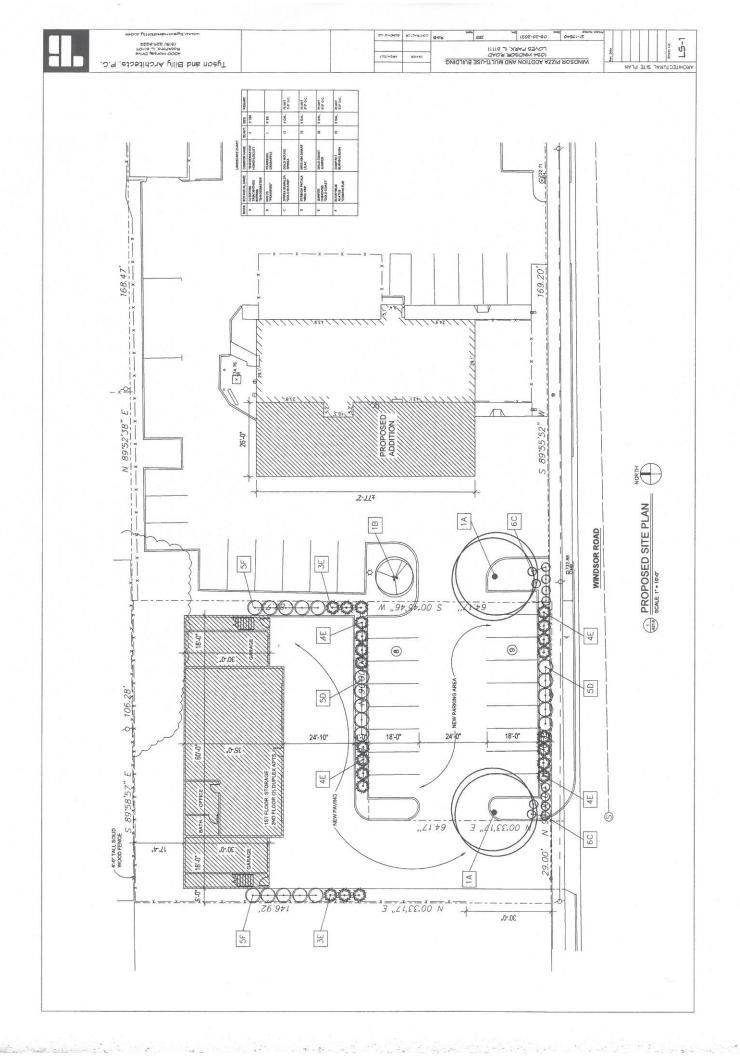
Conditions:

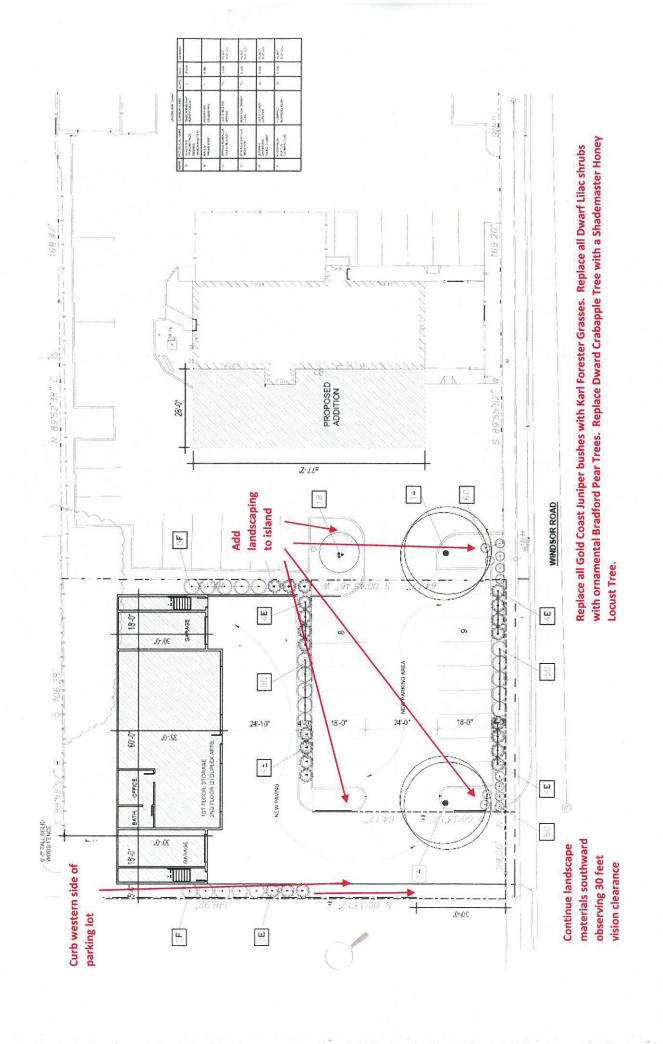
- 1. The Special Use Permit expires with the discontinuance of Windsor Pizza Parlor, or sale of the properties 08-31-454-011 or 08-31-454-010.
- 2. The entire parking lot shall be curbed.
- 3. The 2 (4ft in depth) landscape berms are sufficient to meet the requirement. The landscaping shall include replacement of all Gold Coast Juniper bushes with Karl Forester Grasses. Landscaping shall also include replacement of all Dwarf Lilac shrubs with ornamental Bradford Pear Trees. And, replacement of the Dwarf Crabapple Tree with a Shademaster Honey Locust Tree. The landscape hedge, on the western property line for parcel 08-31-454-010, shall continue southward to the 30 foot setback for the property. Islands in and around the parking lot shall contain some combination of perennials and may be coordinated with Staff. If staff recommendations for this condition are met, the landscaping for both uses shall be sufficient for this development. An updated landscape plan shall be provided within 30 days of approval of the special use.
- 4. Eighteen feet deep stalls will be adequate for meeting the stall requirement in Order to observe vehicle circulation.
- 5. Restaurant parking shall only be allowed in the newly created parking lot Designated for its customers. A private parking sign shall be installed to accommodate the residents living in the duplexes.

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.

APPROVED:

ATTEST:	MAYOR
CITY CLERK	
PASSED: APPROVED: PUBLISHED:	





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 a car wash in the CR (Commercial Retail) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Part of Lot Two (2) as designated upon the Plat of Road Ranger being a subdivision of Part of the Northeast Quarter (1/4) of Section 4, Township 44 North, Range 2 East of the Third Principal Meridian, the Plat of which subdivision is recorded September 23, 2009 in Book 49 of Plats on Page 19B as document number 200900949221 in the Recorder's Office of Winnebago County, Illinois; Bounded and described as follows, to-wit: Beginning at the Southeast corner of said Lot 2 as aforesaid, Being the Southwest corner of Lot 1 of said subdivision; thence South 89 degrees 37 Minutes 49 Seconds West, along the South Line of said Lot 2 as aforesaid, 160.44 Feet; thence North 00 degrees 00 Minutes 00 seconds East, parallel with the East Line of said Lot 2, a distance of 272.03 Feet to the Westerly extension of the Northerly Line of said Lot 1 as aforesaid; thence North 90 Degrees 00 Minutes 00 Seconds East, along said Westerly Extension as aforesaid, 160.44 Feet to the Northwest Corner of said Lot 1; thence South 00 Degrees 00 Minutes 00 Seconds East, along the West Line of said Lot 1 and the East Line of said Lot 2 as aforesaid, 271.00 Feet to the point of beginning; situated in the County of Winnebago and the State of Illinois

Parcel(s): 12-04-276-013

Address(s): 5902 E. Riverside Boulevard

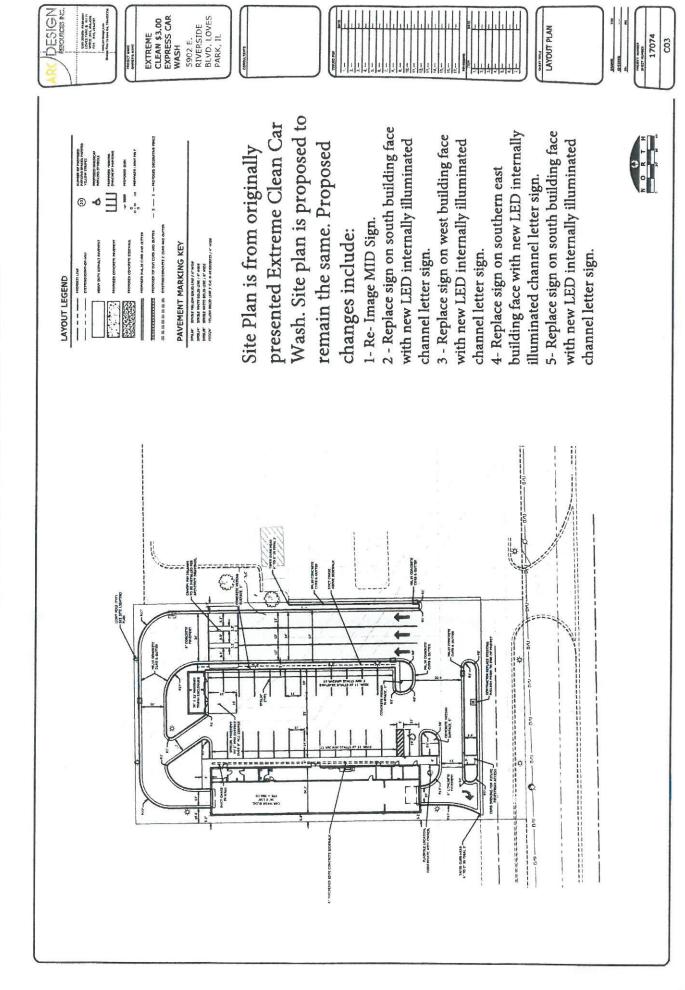
Conditions

- 1. The Special Use Permit expires with the change of use or change in property ownership.
- 2. The Special Use Permit shall be revoked with verified complaints from adjacent property owners, business owners, or local authorities.
- The business or land owner shall be responsible for the maintenance, repair, and replacement of all landscaping materials. Plant materials in landscape bed areas shall be maintained in a healthy growing condition free from refuse, debris, and weeds at all times.

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.

	APPROVED:				
ATTEST:	MAYOR				
CITY CLERK					
PASSED: APPROVED: PUBLISHED:					

True Blue Car Wash- Exhibit A- Site Plan



SITEPLAN MAILY



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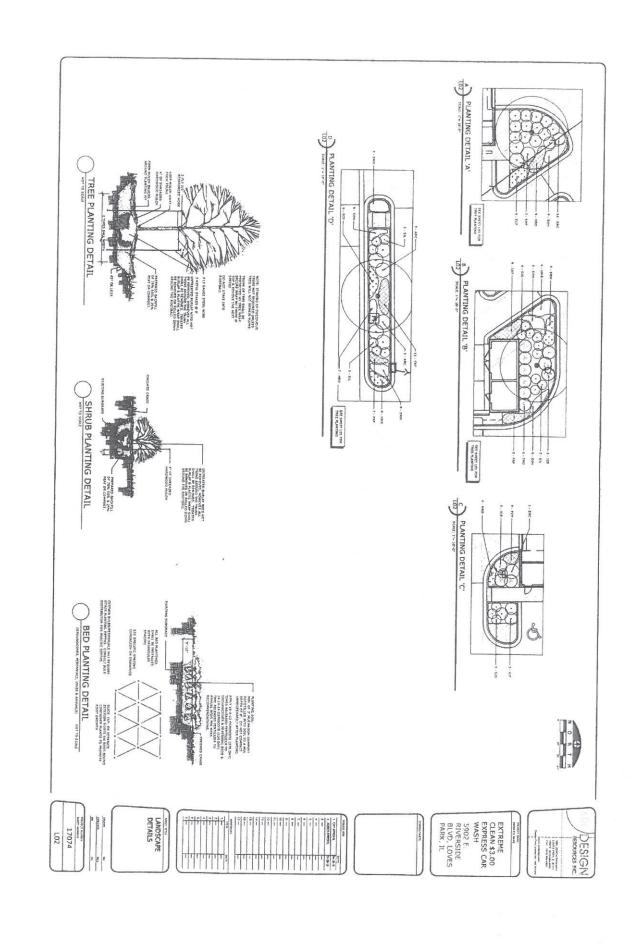
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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS:

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

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

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

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

That a Variance to widen the driveway 12 feet across the front of the home in the CR (Commercial Retail) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Lot Four (4) in Block Two (2) as desgnated upon the Plat of J.E. Goembel's Second Subdivision, being a Subdivision of a Part of the South Half of the Northwest Quarter of Seciton 7, Township 44 North, Range 2, East of the Third Principal, which Plat is recorded in the Recorder's Office of Winnebago County, Illinois, in Book 14 of Plats on Page 142 in the Recorder's Office of Winnebago County, Illinois; Situated in the County of Winnebago and State of Illinois

COMMONLY KNOWN AS: 5105 N. Second Street

PARCEL NUMBER: 12-07-151-004

Condition(s):

1. No recreational vehicles, boats, or trailers shall be allowed to be parked on the auxiliary pad. All passenger vehicles shall be in good running condition, and be non-commercial.

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

APPROVED:
MAYOR

ATTEST:

CITY CLERK	
PASSED:	
APPROVED:	
PUBLISHED:	