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LOVES PARK CITY COUNCIL AGENDA–MARCH 18, 2019- 6 P.M.
AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,
LOVES PARK, 61111

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

- 1. Invocation given by Pastor Bart Bentley of Journey Church Ministries 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. Promotion and oath of office administered to Fire Department personnel Deputy Chief James Hart, Captain Ryan Evans, and Captain Adam Kuehl.**

VI. APPROVE PAYMENT OF BILLS

VII. OFFICER'S REPORTS

- 1. Public Safety**
- 2. Public Works**

VIII. COMMITTEE REPORTS

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

Page Two.
Loves Park City Council Agenda
March 18, 2019

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

- 1. Resolution authorizing the Mayor to negotiate and sign a contract with Central States Fireworks, Inc. for a fireworks display on May 25, 2019 and to accept donations to offset the cost.**
- 2. Resolution authorizing the appointment of James Hart to fill the vacant position of Deputy Chief of EMS/Training position to be effective March 1, 2019, with annual salary of \$8,569.00.**
- 3. Resolution authorizing the Mayor to execute an Interlocal Contract for cooperative purchasing between the City of Loves Park, Illinois and the Houston-Galveston Area Council.**
- 4. Resolution authorizing the Street Department Manager to sign a contract with Arc Design Resources, for construction services related to the Bell School Road Reconstruction Project.**
- 5. Resolution authorizing the Water Department Manager to seek negotiated bids for routine well maintenance for Wells 5 and 6.**

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Loves Park City Council Agenda

March 18, 2019

XII. ORDINANCES 2ND READING

- 1. An ordinance authorizing the City to enter into the Third Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014.**
- 2. An ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Interstate Boulevard Illinois Becknell Investors LLC.**

XIII. ORDINANCES 1ST READING

XIV. PUBLIC COMMENT

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT



CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, March 11, 2019

Loves Park City Hall

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

Pastor Dave Aldridge of Bethany Presbyterian Church opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, John Jacobson, Jim Puckett, Clint Little, John Pruitt, Charles Frykman, Mark Peterson

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 03/04/19 The Journal of Proceedings for the regular meeting of March 4, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Holmes, Schlensker, Allton, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson) 1 Present (Alderman Warden)
2. Police Department Mayor Jury thanked the Loves Park Police Department for responding to the scene at the Extended Stay Hotel last week and he added that many of our officers will participate in the memorial and funeral procession of Deputy Jacob Keltner.
3. Water Department Bills Alderman Jacobson presented the Water Department bills dated March 4, 2019 in the amount of \$55,118.69, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman)
4. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated March 4, 2019, in the amount of \$223,474.32, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman)
5. Public Safety Report Alderman Allton presented the Police Department Report dated March 11, 2019; to be placed on file.
6. Public Works Report Alderman Schlensker presented the Water Department Report dated March 6, 2019; presented the Street Department Report dated March 11, 2019, to be placed on file.
7. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated March 11, 2019 in the amount of \$191,933.46, for consideration at next week's city council meeting; presented the minutes from the committee meeting held March 4, 2019, to be placed on file.
8. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated March 11, 2019 in the amount of \$101,861.00, for consideration at next week's city council meeting.

9. Release Executive Session Minutes
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that pursuant to the requirements of Illinois Compiled Statutes, 5ILCS 120/2.06, the Mayor and City Council have assembled in closed session to review all Executive Session Minutes, and determined that a need for confidentiality does not exist as to the Executive Session Minutes for April 23, May 21, June 25, July 30, August 20, and September 4, 2018. Now therefore be it resolved that the Executive Session Minutes from these meetings are hereby released. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
RESOLUTION NO. 19-020

10. Information Security Policy
Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the City Council of the City of Loves Park establishes and adopts the Information Security Policy ("Loves Park's Privacy Policy"), Exhibit B attached. The "Loves Park's Privacy Policy" assures compliance with GLB Act, the Safequard Rule, the Disposal Rule and the PIP Act. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
RESOLUTION NO. 19-021

11. 1st Reading
Third Amendment To SCL Business Park LLC Agreement
Alderman Jacobson presented for first reading an ordinance authorizing the City to enter into the Third Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson) Laid over

12. Interstate Blvd. Illinois Becknell Investors LLC Redevelopment Agreement
Alderman Jacobson presented for first reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Interstate Boulevard Illinois Becknell Investors LLC. , and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson) Laid over

13. Closed Executive Session
Alderman Jacobson moved to enter into closed executive session pursuant to ILCS 120/2 (c) (5) for purposes of discussing the potential acquisition of real property for the use by the City. Second by Alderman Pruitt. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)

14. Enter Session
City Council entered closed executive session at 6:12 p.m.

15. Reconvene Regular Order
Alderman Little moved to reconvene to the regular order of business at 6:25 p.m. Second by Alderman Schlensker. Motion carried by voice vote.

16. Adjourn
Alderman Little moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:26 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

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



Loves Park Fire Department Actions / Accomplishments

February 1, 2018 to February 28, 2018

- . Delivery of new self-contained breathing apparatus (SCBA). These were purchased with Foreign Fire Tax monies
- Training on new SCBA including operations, emergency procedures, fit testing and consumption testing to meet OSHA regulations.
- Department training hours
- Total of Class Training Hours: 85.00
- Total of Personnel Training Hours: 385.0
- Completion of the classroom portion of the Parks Fire Academy
- Officers and Officer candidates completed "First in Company Officer" training presented by Deputy Chief Mike Kelly Western Springs Fire Department.
- Full time Fire Fighters trained with Physicians from MD-1 on airway procedures.
- All department staff received training from MD-1 Physicians on EMS legalities and EMS refusals.
- Chief officers met with representatives from Metro Ambulance to stream line operations between the department and them.
- Began working with the Mercy EMS system to increase the medical capabilities of the Chief's vehicles.
- Apparatus committee members continued to work on specs for the new Engine and Quint.
- Department members supported the Illinois Special Olympics Polar Plunge.
- Department portable radios were reprogrammed to allow safer fire ground operations.

Acting Chief Gerald Wiltfang

Loves Park FD

Loves Park, IL

This report was generated on 3/14/2019 8:54:08 AM



Incident Statistics

Start Date: 02/01/2019 | End Date: 02/28/2019

INCIDENT COUNT

| INCIDENT TYPE | #INCIDENTS |
|---------------|------------|
| EMS | 182 |
| FIRE | 41 |
| TOTAL | 223 |

TOTAL TRANSPORTS (N2 and N3)

| APPARATUS | # of APPARATUS TRANSPORTS | # of PATIENT TRANSPORTS | TOTAL# of PATIENT CONTACTS |
|--------------|---------------------------|-------------------------|----------------------------|
| TOTAL | | | |

PRE-INCIDENT VALUE

\$1,500.00

LOSSES

\$1,500.00

CO CHECKS

| | |
|--|----------|
| 424 - Carbon monoxide incident | 1 |
| 746 - Carbon monoxide detector activation, no CO | 2 |
| TOTAL | 3 |

MUTUALAID

| Aid Type | Total |
|--------------|-------|
| Aid Given | 4 |
| Aid Received | 7 |

OVERLAPPING CALLS

| # OVERLAPPING | % OVERLAPPING |
|---------------|---------------|
| 57 | 25.56 |

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)

| Station | EMS | FIRE |
|------------|------------------------------|----------------|
| | | 0:07:00 |
| Station #1 | 0:06:54 | 0:06:54 |
| Station #2 | 0:07:02 | 0:07:02 |
| | AVERAGE FOR ALL CALLS | 0:07:46 |

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)

| Station | EMS | FIRE |
|------------|------------------------------|----------------|
| | | 0:02:00 |
| Station #1 | 0:01:30 | 0:01:30 |
| Station #2 | 0:02:03 | 0:02:03 |
| | AVERAGE FOR ALL CALLS | 0:02:14 |

AGENCY

Loves Park FD

AVERAGE TIME ON SCENE (NNI:SS)

14:37

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMIS 2 & 3 data as appropriate.



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



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: 03/18/2019

Subject: Police Activity Report

Police activity report for the week of 03/03/2019 through 03/09/2019

Calls for Service 396

Total Number of Arrests 137

Accidents 9

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

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

Submitted by: Shannon Messinger
Street Department Manager

Week of March 4, 2019 thru March 11, 2019

Previous week's activity:

1. Salted one minor ice event.
2. Repaired trucks.
3. Filled Potholes.
4. Helped Water Dept. with main breaks.

Proposed work:

1. Fill potholes.
2. Continue working on equipment.
3. Start tree removals.
4. Dump and rinse plow trucks.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **2/28/19-3/6/19**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Continued radio read meter installation
3. Assisted street dept with snow/ice removal
4. Repair main break at Alpine and Coronet Rd.

Work anticipated for this week:

1. Continue radio read meter installation
2. Assist street dept with snow/ice removal
3. Re organize shop and add storage for meter and radio read stock
4. Set up new utility truck with equipment and emergency lighting
5. Repair main break at 6140 Browns Parkway

MONTHLY BUILDING REPORT LOVES PARK FEBRUARY 2019 SUMMARY

| | | VALUATION |
|---|-------------------|----------------------------|
| COMMERCIAL/ASSEMBLY NEW CONSTRUCTION | 0 UNITS | \$0.00 |
| RESIDENTIAL NEW CONSTRUCTION | 0 UNITS | \$0.00 |
| OTHERS (Remodels, Additions, Accessory Structures, Roofs, Siding etc. <u><i>This total is building permits only</i></u>) | 10 | \$106,224.00 |
| <i>Valuation Grand Total</i> | | <i>\$106,224.00</i> |
| TOTAL PERMITS ISSUED (ALL TRADES) | 48 | |
| PERMIT FEES COLLECTED | \$4,882.00 | |

MONTHLY FEES COLLECTED- MACHESNEY PARK FEBRUARY 2019 SUMMARY

| | |
|-----------------|-------------------------------|
| PERMIT FEES | \$10,164.00 |
| INSPECTION FEES | \$0.00 |
| TOTAL | <i>\$10,164.00</i> |

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MARCH 18, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD MARCH 11, 2019**
- 4. ITEMS FOR CONSIDERATION**
 - 1. Resolution authorizing the Mayor to negotiate and sign a contract with Central states Fireworks, Inc. for a fireworks display on May 25, 2019 and to accept donations to offset the cost.**
 - 2. Resolution authorizing the appointment of James Hart to fill the vacant position of Deputy Chief of EMS /Training position to be effective March 1, 2019, with an annual salary of \$8,569.00**
 - 3. Resolution the Mayor to execute an Interlocal Contract for cooperative purchasing between the City of Loves Park, Illinois and the Houston-Galveston Area Council.**
 - 4. Resolution authorizing the Water Department Manager to seek negotiated bids for routine well maintenance for Wells 5 and 6.**
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: March 11, 2019

CALLED TO ORDER: 5:30 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Mark Peterson, Charles Frykman, John Pruitt

ALSO PRESENT: Mayor Jury, Clerk Bob Burden, Steve Thompson, Attorney Galluzzo, A. Marie Holmes, Rob Schlensker, Doug Allton, Nancy Warden, Jim Puckett, Clint Little, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: March 4, 2019

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

ITEMS FOR CONSIDERATION

1. Resolution authorizing the release of Executive Session Minutes.

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

2. Resolution establishing and adopting the Information Security Policy (“Loves Park’s Privacy Policy”) assuring compliance with the GLB Act, and the Safeguard Rule, the Disposal Rule and the PIP Act.

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

3. Resolution authorizing a Third Amendment to the Redevelopment Agreement for SCL Business park LLC.

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

4. Resolution authorizing a Redevelopment Agreement for Interstate Boulevard Illinois Becknell Investors LLC.

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

5. List of Bills: No questions or concerns.

6. Adjournment.

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

Adjournment: 5:46 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
March 18, 2019
5:15 P.M.
City Council Chambers**

I. Approval of Minutes

- A. Approval of Minutes from the February 25, 2019 meeting.

II. Resolutions & Ordinances

- A. Resolution to authorize a contract with ArcDesign Resources, Inc. for construction services associated with Bell School Road reconstruction project.

III. Project Updates/Directors Report:

- A. None

IV. General Discussion/Public Comment

V. Adjourn

PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: February 25, 2019

CALLED TO ORDER: 5:15 P.M.

MEMBERS PRESENT: Ald. Holmes, Ald. Pruitt, Ald. Jacobson and Ald. Schlensker

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Frykman, Ald. Puckett, Ald. Allton,
Ald. Warden

APPROVAL OF MINUTES: February 4, 2019
Ald. Jacobson moved to approve said motion. Second by Ald. Pruitt
Motion carried 4 ayes – 0 nays

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

1. A resolution was decided to accept William Charles Construction as the lowest bidder for the Bell Scholl Road reconstruction.
Ald. Jacobson moved to approve said motion. Ald. Pruitt seconded said motion.
Motion carried 4 ayes – 0 nays
2. A resolution was decided to approve Plat No. 3 of Business Park at Spring Creek Lakes.
Ald. Jacobson moved to approve said motion. Ald. Holmes seconded said motion.
Motion carried 4 ayes – 0 nays

Alderman Jacobson moved for adjournment at 5:20 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 Community Development

100 HEART BOULEVARD
LOVES PARK, ILLINOIS 61111
815- 654-5033 • Fax: 815-654-5004

Planning • Zoning • Building • Economic Development

AGENDA
LOVES PARK ZONING BOARD OF APPEALS
March 21, 2019
CITY COUNCIL CHAMBERS
5:30 P.M.
100 HEART BOULEVARD

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **February 21, 2019** meeting
3. Report from the Zoning Office - None
4. Unfinished business

A. TEXT AMENDMENT - CHAPTER 102, ARTICLE VI, SIGNS

5. New business - None
6. Public participation & comment
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

More information on these agenda items will be posted on the City's website for public download no later than 7 days prior to the scheduled date: <http://loves-park.il.us/page/82/zoning-board-of-appeals>

MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS
THURSDAY, FEBRUARY 21, 2019
5:30 P.M.
CITY COUNCIL CHAMBERS
LOVES PARK CITY HALL

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:31 P.M.

MEMBERS PRESENT: ALISE HOWLETT, DENNIS HENDRICKS, CATHY NELSON,
BRIAN KERN, NICOLAS BECKER, SHAWN NOVAK LINDY
TOOHILL

OTHERS PRESENT: NATE BRUCK – ECONOMIC DEVELOPMENT/PLANNING
DIRECTOR
ATTORNEY PHIL NICOLASI
ANDREW QUINTANILLA – ZONING OFFICER
SHEILA MILLS – SECRETARY

OTHER ABSENT: NATE BRUCK - ECONOMIC DEVELOPMENT/PLANNING
DIRECTOR

Chairman Howlett announced that the next Community Development Committee meeting is scheduled for Monday, March 4, 2019 at 6:15 p.m.

2. MINUTES

Mr. Hendricks moved to approve the minutes from the meeting held January 17, 2019.
Second by Mrs. Nelson. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

5. UNFINISHED BUSINESS

- A. TEXT AMENDMENT – CHAPTER 102, ARTICLE VI, SIGNS.** Appropriate notice has been given.

Mr. Quintanilla stated that the city's zoning code currently does not allow billboards unless they are over 600 sq. ft. and permitted by a Special Use Permit. The city has 32 billboards now and there are no guidelines that address performance standards for these types of structures.

Mr. Bruck added that the city's code states that advertising signs are not allowed in the city and with the new technology of digital billboards, staff felt that there should be regulations in place.

Mr. Becker asked if the text amendment included a limit on lumens to be used on the signs.

Mr. Bruck stated that electronic signs have a photocell technology that measures the light surrounding the sign and then adjusts the light output of the sign.

Discussion over the definition of *deteriorate*.

Mrs. Nelson asked about the requirement of when a sign owner does a modification to an existing sign, then they would have to remove another sign. She stated that she doesn't want to make someone remove a sign; as she considers it to be a business.

Mr. Bruck stated that the requirement helps to eliminate billboards in the city.

Mrs. Novak commented that the terms *modification* or *alternations* are subjective to interpretation and she would feel better if there was some clarity in that respect.

Attorney Nicolosi commented that there's no reason why the board can't lay over the matter until next month, so that concerns may be addressed.

Mr. Kern commented that instead of utilizing a percentage of deterioration, the requirement should be that the structure shall meet regulations at all times.

Mrs. Toohill commented that she is not sure about the percentage of deterioration being utilized either.

Mrs. Howlett stated that there should be language in the ordinance as to when a structure should be removed, as the building and property code does not regulate when a structure should be removed.

Mrs. Howlett recommended that definitions and specific terms be better outlined in the text amendment in regards to deterioration, repair, removal, and also a reference of business licensing in relation to processes already in place.

Mrs. Nelson moved to layover a Text Amendment for Chapter 102, Article VI, Signs.

Second by Mrs. Toohill.

MOTION APPROVED 6-0

Mr. Kern asked if staff has researched what other communities have done in regards to billboards or fees.

Mr. Quintanilla commented that they have not; but it is known that Rockford has an annual fee for billboards of \$1,000 for each board.

6. NEW BUSINESS

None

7. PUBLIC PARTICIPATION AND COMMENT

8. General Discussion

None

Mrs. Toohill that the meeting be adjourned. Second by Mr. Kern. Motion carried by voice vote. The meeting adjourned at 6:40 p.m.

Sheila Mills, Secretary

CITY OF LOVES PARK

ALDERMAN: John Jacobson

RESOLUTION NO.:

DATE: March 18, 2019

DEPARTMENT: Finance and Administration

RESOLVED, that by the adoption of this Resolution, the City of Loves wishes to continue the annual Memorial Day weekend fireworks show to be held on Saturday May 25, 2019 adjacent to City Hall property in conjunction with the Rockford Park District.

NOW THEREFORE, let it be resolved that, the Mayor is authorized to negotiate a fireworks display and to sign a contract with Central States Fireworks, Inc. for said fireworks display; and to prepare the necessary liability waivers between the City of Loves Park, Rockford Park District and Central States Fireworks, Inc.; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to accept donations from the public to help offset the cost of the display and to establish a separate account within the City to monitor and disburse \$25,000.00 with any additional money to be used for a larger show. Further, the City Treasurer is authorized to disburse funds from this separate account to pay any and all expenses related to said fireworks display.

Chairman Ald. J. Jacobson

Vice – Chairman Ald. M. Peterson

Ald. J. Pruitt

Ald. C. Frykman

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

CITY OF LOVES PARK

BY ALDERMAN John Jacobson RESOLUTION NO.

**DATE: March 18, 2019 DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution,

James Hart is appointed to fill the vacant Deputy Chief of EMS/Training position authorized in the currently existing salary ordinance, effective March 1, 2019, and with an annual salary of \$8,569.00.

This position is part-time and compensation will be paid on a quarterly basis, as is the current practice, and will be paid from 01-12-8504 Salary of Deputy Chief of EMS/Training.

Ald. John Jacobson, Chairman

Ald. Chuck Frykman

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING
BETWEEN THE CITY OF LOVES PARK, ILLINOIS AND THE HOUSTON-
GALVESTON AREA COUNCIL**

WHEREAS, the City of Loves Park, Boone and Winnebago Counties, Illinois (the "City") is an Illinois unit of local government (Constitution, Art. VII, Section 1) duly organized and existing pursuant to Illinois law; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 confers broad powers upon units of local government to contract or otherwise associate among themselves, with the State of Illinois, with other states and their units of local government, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any power or powers which may be exercised by any unit of local government in the State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency or unit of local government of any other state or of the United States unless otherwise prohibited by law; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) authorizes units of local government to contract with one or more units of local government, within and outside of the State of Illinois, to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the units of local government entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where expressly prohibited by law; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/0.01 *et seq.*) authorizes certain governmental units to purchase personal property and supplies jointly with one or more other governmental units; and

WHEREAS, the Houston-Galveston Area Council ("H-GAC") is a council of governments comprised of a region-wide voluntary association of local governments in the State of Texas operating under Chapter 391 of the Texas Local Government Code and is authorized to contract with eligible entities to perform governmental functions, including the purchase of goods and services; and

WHEREAS, H-GAC is a political subdivision of the State of Texas; and

WHEREAS, H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established under the Texas Interlocal Cooperation Act, which allows local governments and certain non-profits to contract or agree to the terms of the Act to make purchases or provide purchasing services and other administrative functions established by another governmental entity; and

WHEREAS, H-GAC through its HGACBuy Program makes available for eligible units of government numerous competitively priced contracts for goods and services; and

WHEREAS, in order to participate in H-GAC's Cooperative Purchasing Program, a state agency, county, municipality, special district, or other political subdivision of a state must enter into an Interlocal Contract for Cooperative Purchase ("ICCP") with H-GAC; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to participate in H-GAC's Cooperative Purchasing Program.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Loves Park, Boone and Winnebago Counties, Illinois, that by adoption of this resolution, that the Mayor and City Council hereby agree as follows:

1. That all of the recitals contained above are true and correct, and that the same are hereby incorporated by reference.
2. That the Mayor and City Council approve the adoption of the ICCP substantially in the form attached hereto and made a part hereof as Exhibit "A", between the City and the Houston-Galveston Area Council and that the Mayor is hereby authorized to execute the attached ICCP.
3. That following the execution and approval of this ICCP, the Mayor, or such person he may delegate from time to time, is hereby authorized to undertake such actions and utilize such staffing and resources as shall be necessary to utilize the ICCP for purchases which benefit the City.
4. 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.
5. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

SIGNATURE PAGE FOLLOWS

PASSED AND APPROVED the _____ day of _____, 2019.

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

Chairman Ald. J. Jacobson

Member Ald. J. Pruitt

Vice-Chairman Ald. M. Peterson

Member Ald. C. Frykman

MOTION:

SECOND:

VOTING:

Please complete an Interlocal Contract (ILC) online at <http://www.hgacbuy.org/ilc-form/default.aspx>. Estimated time is about 10-15 minutes to complete. Then HGAC will email you the agreement to sign and return. Below is a sample of the ILC and information you will need to complete the online application.



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (*local government, agency, or non-profit corporation*)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

*Request for Information

Please complete application online at <http://www.hgacbuy.org/ilc-form/default.aspx>

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: _____ - _____

Mailing Address: _____ Fx No.: _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____ - _____

Mailing Address: _____ Fx No.: _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____ - _____

Mailing Address: _____ Fx No.: _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____

Mailing Address: _____ Fx No.: _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____

Mailing Address: _____ Fx No.: _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) (State) (ZIP Code)

* denotes required fields

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: March 18, 2019

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to sign a contract with ArcDesign Resources, 5291 Zenith Parkway, Loves Park, IL 6111 for construction services related to the Bell School Road reconstruction project at a cost not to exceed Fifty-Five Thousand and Three Hundred Dollars (\$55,300.00) . The scope of work is defined on the attached “Agreement for Services”

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

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson –Vice Chairman

A. Marie Holmes – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

Motion:

Second:

Voting:

March 6, 2019

Mr. Shannon Messinger
City of Loves Park
100 Heart Boulevard
Loves Park, IL 61111

**Re: Construction Services
Bell School Road**

Dear Mr. Messinger,

Thank you for your ongoing trust in Arc Design Resources for the City's roadway program. We truly appreciate our relationship with the City and enjoy our location right here in Loves Park. The City has hired William Charles Construction as their contractor for this project and will be constructing the entire length between Riverside and Harlem Road. We understand that you will want to take a more active role in the construction inspection of this project and we will limit our fees to a part time basis. Of course, we will be at the site when needed or when called, but we are appreciative of the City's desire to limit the scope within reason. We have developed a program similar to the recently completed Pike Road project and wish to present this for consideration and approval so that we can set up a new budget for construction observation work. With our understanding of the project needs for Bell School Road, we are pleased to offer the following scope of services:

Construction Staking

Our office will provide construction layout services to the contractor for this project. We will provide "one time" staking for the City. Additional restaking due to contractor carelessness would be charged to the contractor.

Testing Allowance

Our office will manage any supplemental material testing needs on the project and contract with a local testing firm for concrete testing and cylinders, and HMA density testing. We have established an allowance for this work in the budget.

Construction Management

As with the recently completed Pike Road project, the City has decided to take a more active role in the management of the construction projects in the field. We have established a budget amount for our construction guidance services to be used as you see fit on an "as needed" basis. We understand that City staff will be the first point of contact for the construction work and our role will be to assist you with additional manpower or expertise as needed. Our role might include any of the following: review of quantities installed, review of pay requests, daily part-time site observation as requested, attendance at weekly meetings, or other work as requested.

We are assuming a construction start date of April 15, 2019 and a completion date of August 9, 2019. That is a total of 17 weeks (85 working days). Our projected man-hours are as follows:

| | | |
|--|----------|---------|
| Weekly Meeting @ Arc | 20 hours | \$2,000 |
| Weekly Meeting (Proj. Mgr attend) | 10 hours | \$1,800 |
| Daily Inspection / check in (1 hr per day) | 85 hours | \$8,500 |
| Other Inspections / on call (5 hrs per week) | 85 hours | \$8,500 |
| Shop Drawings/RFI | 10 hours | \$1,000 |
| Pay Requests and change orders | 20 hours | \$2,000 |

| | | |
|------------------------------------|------------------|-----------------|
| Punchlist and Memo | 5 hours | \$ 500 |
| Other misc. project work as needed | 20 hours | \$2,000 |
| TOTAL CM BUDGET ALLOWANCE | 255 hours | \$26,300 |

Fee Summary

For the scope of work defined, our proposed budget is as follows:

| | |
|--------------|-----------------------------------|
| \$ 24,000.00 | Construction Staking budget |
| \$ 5,000.00 | Testing Services Allowance |
| \$ 26,300.00 | Construction Management Allowance |

Additional Scope Items:

The following additional service are not included in the above scope as derived from your site plan sketch but could be added if desired by you or your client as a change in scope item:

- Construction Management budget is an allowance. If your needs require our presence on a more full-time basis, then we will alert you if we are getting close to the budget value.
- Please note that reimbursable expenses for items such as printing, shipping, mileage, etc. are not included in the total fee but will be itemized separately. For budgeting purposes, we would estimate approximately \$200.00 for this work.

If this proposal is acceptable to you, please sign the enclosed agreement and return one copy for our records. This proposal is valid for 30 days. Please call if you have any questions regarding the above information.

Sincerely,



Jeffrey S. Linkenheld, P.E.
Project Manager

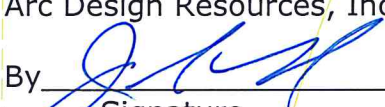
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES is effective this 6th day of March the year 2019, between Arc Design Resources, Inc., hereinafter referred to as ENGINEER of 5291 Zenith Parkway, Loves Park, IL 61111 and The City of Loves Park, IL, hereinafter referred to as the CLIENT for the PROJECT titled Construction Services Bell School Rd. Loves Park, IL.

The Scope of Services to be provided under this agreement is outlined in the Proposal attached, dated March 6, 2019. The fee for the described services will be calculated on hourly rates on a not-to-exceed basis without client's consent, not including reimbursable expenses and permit fees for surveying and engineering.

This Agreement For Services, the attached General Conditions, and the Proposal represent the entire and integrated Agreement between the CLIENT and the ENGINEER (The Agreement for Services, the General Conditions and the Proposal are hereafter collectively referred to as the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

Arc Design Resources, Inc.

By 
Signature
Jeffrey S. Linkeheld
Typed Name
Partner
Title

City of Loves Park, IL

100 Heart Blvd.
Address
Loves Park, IL 61111

Signature

Typed (or printed) name

Title

General Conditions Agreement for Services

Date March 6, 2019
Client City of Loves Park, IL
Project Construction Services Bell School Rd. Loves Park, IL

General Conditions

Responsibilities of Client, Engineer and Contractor

Client's Responsibilities: Client shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Engineer. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the site of any differing site condition; or
3. any relevant, material defect or nonconformance in:
 - (a) Engineer's services,
 - (b) the construction work,
 - (c) the performance of any construction contractor, or
 - (d) Client's performance of its responsibilities under this Agreement.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Engineer's Responsibilities: Engineer shall be responsible for the scope of services defined in the accompanying Proposal and further defined in this Agreement for Services. Construction Phase Services, if included in the scope of services, are defined in this Agreement.

Reference Conditions: Engineer is Arc Design Resources, Inc. and will hereinafter be referenced as Arc and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: Arc shall have the right to subcontract any and all services, duties, and obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to Arc and signed by Arc and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement. Change orders must be signed by both parties within seven days of the date of the change order to avoid suspension of services.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at Arc's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Arc may, without waiving any claim or right against the Client and without liability whatsoever to the Client, suspend the performance of the services after giving seven days written notice to Client. Retainers shall be credited on the final invoice.

Late Payments: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms outlined in *Billings/Payments* above. Accounts unpaid 30 days after the invoice date may be subject to monthly service charge of 1.50% on the then unpaid balance (18% true annual rate) at the sole election of Arc. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Dispute Resolution: Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance with Law: Arc and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful orders, rules, and regulations of any constituted authority. With respect to design codes, Arc shall perform its services in accordance with the Standard of Care to comply with applicable codes and requirements of any authority having jurisdiction over the Project.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Illinois.

Reuse of Documents: All documents including drawings and specifications furnished by Arc pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this Project, or on any other project. Any reuse without specific written verification or adaptation by Arc will be at Client's sole risk and without liability of Arc, and Client shall indemnify and hold harmless Arc from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification and adaptation will entitle Arc to further compensation at rates to be agreed upon by Client and Arc.

Standard of Care: Services performed by Arc under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Hazardous or Geotechnical Conditions: The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials) or Geotechnical Conditions. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contracts to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations

Professional Liability:

To the fullest extent permitted by law, the total liability, in the aggregate, of Arc, Arc's officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

Opinions of Cost: Since Arc has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this Project will be based solely upon its own experience with construction, but Arc cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, it shall employ an independent cost estimator.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party.

Indemnification: The Client shall indemnify and hold harmless Arc and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client (except Arc). Arc shall indemnify and hold harmless the Client and all of its personnel from and against damages, losses and expenses arising out of or resulting from the

performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of the Arc or anyone directly or indirectly employed by Arc (Except the Client). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the Client and Arc then the responsibility shall lie between the Client and Arc in proportion to their contribution of negligence. In no case shall Arc's liability exceed the limit of liability established under the Professional Liability Section of this contract.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached proposal letter until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement for cause, due to the material default of the other party, at any time by giving seven (7) working days' written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse Arc for services rendered and costs incurred by Arc prior to the effective date of termination. The indemnification of Arc by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: Arc makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor or such warranties to be implied with respect to the data or service furnished. Arc assumes no responsibility with respect to Client's use of the Project.

Subpoenas: The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by Arc to subpoenas issued by any party other than Arc in conjunction with services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Arc's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Arc, they shall be based upon the hourly fee schedule annually adopted by Arc, as more fully set forth in Exhibit A attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by Exhibit A, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Professional Services With Construction Phase Services

Shop Drawing Review: Client agrees that (1) Arc shall review the contractor's submissions, such as shop drawings, solely for their conformance to information given and the design concept expressed in the documents that Arc issues for construction ("the construction documents"); (2) Arc shall not be responsible for any aspects of a submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, or safety precautions and programs incidental thereto, all of which are the contractor's responsibility; (3) the contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades; and (4) the contractor shall be required to review and approve shop drawings and other submittals consistent with this paragraph before submitting them to Arc.

Construction Observation: Services performed by Arc at the construction site will be limited to observation of the contractor's work at reasonable intervals to be agreed with the Client, and providing assistance in interpreting the construction documents. On the basis of the on-site observations, Arc shall keep the Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to the Client (1) known deviations from the construction documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Arc shall not have control over, or responsibility for, the acts or omissions of the contractor(s) and is not a guarantor of a contractor's performance. Arc will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all of which are the contractor's responsibilities under the construction contract.

Authority and Responsibility: Arc shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids, and shall have no duties or responsibilities imposed by the Illinois Structural Work Act, nor shall Arc be responsible for any change to the construction documents made without Arc's written consent. Client warrants that it will make the Contractor aware of its responsibilities as agreed herein and shall write these responsibilities into the contract for construction.

Defective Work:

Arc shall not have authority to reject work, but shall advise Client of work observed that Arc believes, in its professional opinion, to be nonconforming to the construction documents. Arc will provide recommendations to Client regarding whether the contractor

should correct such nonconforming work or remove and replace it, or whether Client should consider accepting such work for an appropriate credit, if so provided in the contract for construction.

Professional Services without Construction Phase Services

Client has declined to retain Engineer for Construction Phase Services. Engineer shall not perform shop drawing review, or have any other obligations during the construction of the Project. Client assumes all responsibility for the application and interpretation of the construction documents, review and responses to contractor claims, construction contract administration, processing of contractor change orders and revisions to the construction documents during construction, unless such revisions are due to negligent errors and omissions in the construction documents. Arc shall not be responsible for any revision to the construction documents made without its consent. The Client further assumes all responsibility for construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering and professional services. Client waives all claims against the engineer that may be connected in any way to construction phase services.

Exhibit A

Arc Design Resources Inc. Hourly Charge Rates Issued January 1, 2019

| Classification | Current Average Hourly Billing Rates |
|-----------------------------|---|
| Admin. Assistant | \$55.00 |
| Engineering Technician | \$75.00 |
| Sr. Engineering Technician | \$95.00 |
| Project Engineer | \$90.00 |
| Sr. Project Engineer | \$105.00 |
| Survey Technician | \$85.00 |
| Sr. Survey Technician | \$105.00 |
| Survey Field Technician | \$70.00 |
| Sr. Survey Field Technician | \$85.00 |
| Construction Manager | \$95.00 |
| Assistant Project Manager | \$120.00 |
| Professional Land Surveyor | \$140.00 |
| Landscape Architect | \$105.00 |
| Project Manager | \$140.00 |
| Sr. Project Manager | \$175.00 |

Note: The above rates are valid until December 31, 2019.

CITY OF LOVES PARK

ALDERMAN: John Jacobson

RESOLUTION NO.:

DATE: March 18th, 2019

DEPARTMENT: Finance and Administration

RESOLVED, by the adoption of this Resolution, The Water Department Manager is authorized to seek negotiated bids for routine well maintenance for wells 5 and 6. Final approval by the public works committee and City Council shall be required prior to the award of a final contract.

Chairman Ald. J. Jacobson

Vice – Chairman Ald. M. Peterson

Ald. J. Pruitt

Ald. C. Frykman

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO THE THIRD
AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR SCL BUSINESS PARK,
LLC DATED NOVEMBER 6, 2014**

WHEREAS, the City of Loves Park (“City”) is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended from time to time; and

WHEREAS, the City has duly established an Industrial Jobs Recovery Law District known and the “Spring Creek Lakes Redevelopment Project Area” under the provisions of the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* (“Law”), within which Spring Creek Lakes Redevelopment Project Area the City has implemented Tax Increment Financing; and

WHEREAS, the City is authorized under the provisions of Law to enter into agreements which are necessary or incidental to the implementation of the redevelopment plan and project for the Spring Creek Lakes Redevelopment Project Area; and

WHEREAS, the City and SCL Business Park, LLC, an Illinois limited liability company (“Developer”) did enter into that certain Redevelopment Agreement for SCL Business Park, LLC, dated November 6, 2014 (the “Original Agreement”) and that certain First Amendment to the Redevelopment Agreement for SCL Business Park, LLC, dated September 1, 2015 (the “First Amendment”) and that certain Second Amendment to the Redevelopment Agreement for SCL Business Park LLC, dated May 15, 2017 (the “Second Amendment”); and

WHEREAS, the Original Agreement provides for, among other things, the allocation and payment of Available Developer Property Increment to Developer; and

WHEREAS, the Original Agreement allows Developer to assign certain of its rights to receive Available Developer Property Increment thereunder in accordance with certain conditions; and

WHEREAS, the Original Agreement specifically provides that in the event of a sale of any of the Developer property to a third-party, the Developer shall be allowed to assign to said purchaser all future increment associated with the property purchased by said third-party, provided the City should not be required to prorate any calendar year between the assignor and the assignee, and further that any assignment approved shall be subject to the conditions and restrictions relating to payment as set forth in the Original Agreement; and

WHEREAS, Developer is negotiating a Purchase and Sale Agreement for sale and transfer of an approximately 27.45-acre parcel of real property in the Spring Creek Lakes Redevelopment Project Area, identified in the legal description provided in Exhibit “A” (“Property”); and

WHEREAS, in connection with the Developer’s prospective sale of the Property, Developer desires to assign certain of its rights under the Original Agreement; and

WHEREAS, the City and the Developer now desire to amend the Original Agreement, First Amendment and Second Amendment as provided herein to allow for Developer’s assignment

of certain of its rights; and

WHEREAS, The City has determined that the execution of an amendment to the Original Agreement, First Amendment and Second Amendment is in the best interests of the City.

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

1. The above recitals are incorporated herein and made a part hereof.
2. The City hereby approves the execution of that Third Amendment to the Redevelopment Agreement by and between the City and Developer in substantially the same form as attached hereto as Exhibit "B" ("Third Amendment").
3. The Mayor is hereby authorized to sign the Third Amendment as well as any other necessary documentation required to finalize the Third Amendment.
4. This ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Loves Park this ____day of March 2019.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert Burden

PUBLISHED:

**Ordinance
EXHIBIT "A"
Legal Description**

LOT ELEVEN (11) AS DESIGNATED UPON PLAT NO. 3 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF LOTS 2, 3 AND 7 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO A RE-SUBDIVISION OF LOT 10 OF PLAT 2 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF PART OF LOTS 5 AND 6 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, ALL BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED MARCH 6, 2019 IN BOOK 49 OF PLATS ON PAGE 163A AS DOCUMENT NO. 20191005390 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

Parcel Identification No. _____

**Ordinance
EXHIBIT “B”
Third Amendment**

THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR
SCL BUSINESS PARK, LLC

This Third Amendment to the Redevelopment Agreement for SCL Business Park, LLC (“**Third Amendment**”), dated as of this _____ day of March 2019, is made by and between the City of Loves Park, an Illinois municipal corporation, having its offices at 100 Heart Blvd., Loves Park, Illinois (“**City**”) and SCL Business Park, LLC, an Illinois limited liability company, having its principal office at 330 Spring Creek Road, Rockford, Illinois 61107 (“**Developer**”). The City and Developer are referred to herein individually as a “**Party**” and collectively as the “**Parties**” as the context may require.

RECITALS

WHEREAS, the City and Developer entered into that certain Redevelopment Agreement for SCL Business Park, LLC, dated November 6, 2014 (the “**Original Agreement**”);

WHEREAS, the City and Developer entered into that certain First Amendment to the Redevelopment Agreement for SCL Business Park, LLC, dated September 1, 2015 (the “**First Amendment**”) and a Second Amendment to the Redevelopment Agreement dated May 15, 2017 (the “**Second Amendment**”);

WHEREAS, the Original Agreement provides for, among other things, the allocation and payment of Available Developer Property Increment to Developer;

WHEREAS, the Original Agreement allows Developer to assign certain of its rights to receive Available Developer Property Increment thereunder in accordance with certain conditions;

WHEREAS, Section 4.5 of the Original Agreement specifically provides that in the event of a sale of any of the Developer Property to a third-party, the Developer shall be allowed to assign to said purchaser all future increment associated with the property purchased by said third-party, provided the City should not be required to prorate any calendar year between the assignor and the assignee, and further that any assignment approved under Section 4.5 shall be subject to the conditions and restrictions relating to payment as set forth in the Original Agreement;

WHEREAS, Developer intends to sell the real property legally described in Exhibit “A” (“**2019 Becknell Property**”) to be utilized for the construction of a 310,000 square foot building;

WHEREAS, in connection with the sale of the 2019 Becknell Property, Developer desires to assign certain rights.

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

SECTION I
INCORPORATION OF RECITALS

The Recitals set forth above are an integral part of this Third Amendment and by this reference are incorporated in this Section I.

SECTION II

AMENDMENTS TO ORIGINAL AGREEMENT

All capitalized terms used herein shall have the meaning ascribed to them in the Original Agreement, as modified by the First Amendment and Second Amendment:

2.1 Section 4.7 of the Original Agreement is hereby created to read as follows:

4.7 **Assignment of Rights to Becknell Industrial LLC.**: Pursuant to authority granted Developer in Section 4.5 hereof, Developer hereby assigns to Interstate Boulevard Illinois Becknell Investors LLC, a Delaware Limited Liability Company, or its assignee (“**Second Buyer/Second Assignee**”), and Second Buyer/Second Assignee hereby accepts, Developer’s right to receive all Available Developer Property Increment attributable to the 2019 Becknell Property as specifically set forth to be paid to Second Buyer/Second Assignee in the Redevelopment Agreement between the City and Second Buyer/Second Assignee dated _____, 2019 (“**2019 Becknell RDA**”), an unsigned copy of which is attached hereto as Exhibit “B” (“**Assigned Interest**”). This assignment is expressly contingent upon, and shall not be effective unless, Developer transfers title of the 2019 Becknell Property to a third party prior to _____.

SECTION III

CONSENT TO FIRST NATIONAL BANK

All capitalized terms used herein shall have the meaning ascribed to them in the Original Agreement:

3.1 Section 12.16 of the Original Agreement is hereby created to read as follows:

12.16 **Consent of First National Bank**: First National Bank of Omaha, a National Banking Association (“Bank”) hereby acknowledges its notice of and consents to the Assigned Interest granted hereunder by Developer in favor of Second Buyer/Second Assignee. Both First National Bank and Developer consent to the City entering into the 2019 Becknell RDA with Second Buyer/Second Assignee, understanding that the amounts paid to Second Buyer/Second Assignee will no longer be utilized in the determining the amount of Available Developer Property Increment paid to the Developer or otherwise paid to the Registered Owner(s) of the Tax Increment Financing Notes issued by the City to Developer. First National Bank and Developer also understand and agree that the “Added Increment” as defined in Section 4.1 below is not a part of the Available Developer Increment to be paid to the Registered Owner(s) of the Tax Increment Financing Notes issued by the City to Developer. The City had issued three Tax Increment Financing Notes to Developer on January 3, 2015, September 1, 2015 and October 6, 2015 in the cumulative amount of \$2,500,000. The Developer represents and warrants that it is the Registered Owner(s) of the said Tax Increment Finance Notes on the date of this Third Amendment and that it understands that the amounts paid pursuant to the 2019 Becknell RDA will not be available to satisfy the Tax Increment Financing Notes.

SECTION IV

TIF REIMBURSEMENT

4.1 **Maximum TIF Amount Adjustment.** In addition to the reduction in the Maximum TIF Amount referenced in the Second Amendment, the Maximum TIF Amount shall further be reduced by

the amount of Four Million Three Hundred Forty-Three Thousand Three Hundred Sixty-Four Dollars (\$4,343,364.00), which is the Maximum TIF Amount defined in the 2019 Becknell RDA. As a result of those reductions to the Maximum TIF Amount referenced in the Second Amendment and this Third Amendment, the amounts referenced in paragraphs numbered 1-4 in Exhibit C of the Original Agreement shall be adjusted as follows:

- (a) The amount of \$1,000,000 in paragraph 1 shall be reduced to \$_____;
- (b) The amount of \$3,500,000 in paragraph 2 shall be reduced to \$_____;
- (c) The amount of \$4,000,000 in paragraph 3 shall be reduced to \$_____;
- (d) The amount of \$7,500,000 in paragraph 4 shall be reduced to \$_____.

Of the reduced amounts, the parties acknowledge that City has certified \$_____ in Developer Eligible Redevelopment Costs which, after being applied, leaves the remaining amounts of Redevelopment Project Costs which can be certified for each of the following numbered paragraphs in Exhibit C of the Original Agreement:

- (e) The amount of \$_____ for paragraph 1;
- (f) The amount of \$_____ for paragraph 2;
- (g) The amount of \$_____ for paragraph 3;
- (h) The amount of \$_____ for paragraph 4

As indicated in Exhibit C of the Original Agreement, the amount identified in paragraph numbered 4 shall be increased by \$2,000,000 once the Orth Road improvements are completed by Developer.

SECTION V

ORTH ROAD IMPROVEMENTS

5.1 **Orth Road Improvement Timing.** The Developer shall complete the improvements required in Section 5.7 by May 1, 2020. As such all references to January 1, 2025 in Section 5.7 shall be replaced with May 1, 2020.

SECTION VI

ARCHITECTURAL DESIGN CRITERIA

6.1 **Architectural Design Criteria.** Exhibit F of the Original Agreement is replaced with the Architectural Design Criteria attached hereto as Exhibit "C".

SECTION VII

GENERAL

7.1 **Binding Effect.** The Original Agreement, as amended by this Third Amendment, shall continue in full force and effect, subject to the terms and provisions thereof and hereof. In the event of any conflict between the terms of the Original Agreement, this First Amendment or Second

Amendment, the terms of this Third Amendment shall control. This Third Amendment shall be binding upon and inure to the benefit of the City, Developer and their respective successors and permitted assigns.

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

7.3 **Effective Date.** This Third Amendment shall be effective as of the Effective Date.

[Signature Page To Follow]

SIGNATURE PAGE

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

SCL Business Park, LLC, an Illinois limited liability company

By: Anderson Land Holdings, LLC, Its Manager

By: _____

Timothy R. Fitzgerald, Manager of Anderson Land Holdings LLC

City of Loves Park, an Illinois Municipal Corporation

By: _____

Its: _____

ATTEST:

City Clerk

THE AUTHORIZED AGENT OF FIRST NATIONAL BANK OF OMAHA WHOSE SIGNATURE IS SET FORTH BELOW HAS EXECUTED THIS THIRD AMENDMENT FOR THE SOLE PURPOSE OF EFFECTING THE CONSENT AND ACKNOWLEDGMENT SET FORTH IN THE NEWLY CREATED SECTION 12.16 REFERENCED ABOVE.

**First National Bank of Omaha,
a National Banking Association**

By: _____

Its: _____

EXHIBIT "A"

20019 Becknell Property Legal Description

LOT ELEVEN (11) AS DESIGNATED UPON PLAT NO. 3 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF LOTS 2, 3 AND 7 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO A RE-SUBDIVISION OF LOT 10 OF PLAT 2 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF PART OF LOTS 5 AND 6 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, ALL BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED MARCH 6, 2019 IN BOOK 49 OF PLATS ON PAGE 163A AS DOCUMENT NO. 20191005390 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

Parcel Identification No. _____

EXHIBIT “B”

2019 Becknell RDA

REDEVELOPMENT AGREEMENT FOR
INTERSTATE BOULEVARD ILLINOIS BECKNELL INVESTORS LLC

This Redevelopment Agreement (“**Agreement**”) dated as of this ____ day of _____, 2019 is made by and between the City of Loves Park, Illinois, an Illinois Municipal Corporation, having its principal offices at 100 Heart Boulevard, Loves Park, Illinois (“**City**”) and Interstate Boulevard Illinois Becknell Investors LLC, a Delaware Limited Liability Company having its principal office at 2750 E 146th Street, Suite A, Carmel, Indiana, 46032 (“**Developer**”). All capitalized terms are defined herein or otherwise have such definitions as are set forth in the Industrial Job Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* as amended, (the “**Act**”).

RECITALS

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

WHEREAS, pursuant to the Act, the City, by Ordinance Nos. 3770-11, 3771-11 and 3772-11, adopted by the City Council on November 28, 2011, approved a Redevelopment Plan and Project (“**Redevelopment Plan**”), designated a Redevelopment Project Area specifically designated as the “**Spring Creek Lakes Redevelopment Project Area**”, and adopted tax increment allocation financing (“**TIF**”) within the Redevelopment Project Area; and

WHEREAS, the City is authorized under the Act to undertake the redevelopment of the Redevelopment Project Area if the conditions specified in the Act are met, including but not limited to, the approval of redevelopment plans and projects, and the payment of costs of such redevelopment as are permitted under the Act; and

WHEREAS, the Developer is under contract and intends to acquire certain real property located within the Redevelopment Project Area which is legally described and depicted in “**Exhibit A**” attached hereto and made a part hereof (“**Developer Property**”); and

WHEREAS, the Developer intends to undertake the construction of a building on the Developer Property of no less than 310,000 square feet to be utilized for manufacturing, distribution or other purposes which are in compliance with the Act (“**Developer Project**”); and

WHEREAS, the City recognizes that the Developer will need to incur eligible “**Redevelopment Project Costs**”, as that term defined in the Act, by acquiring and developing the Developer Property; and

WHEREAS, the City is willing to reimburse the Developer for a portion of the acquisition, planning, marketing and site preparation costs associated with the Developer Property; and

WHEREAS, increment relating to the Developer Property is currently pledged for the benefit of SCL Business Park, LLC, an Illinois Limited Liability Company (“**SCL**”) and First National Bank of Omaha, a National Banking Association (“**Bank**”); and

WHEREAS, the City’s obligations herein will be subject to the terms of an amendment executed by SCL and Bank to the Redevelopment Agreement entered into by the City and SCL on November 6, 2014 as well as subsequent amendments and promissory notes thereto which will

allow the increment from the Developer Property, as referenced in this Agreement, to be paid to Interstate Boulevard Illinois Becknell Investors LLC, a Delaware Limited Liability Company (“Required Amendments”); and

WHEREAS, the City desires to enter into this Agreement with the Developer to provide the Developer with TIF assistance in order to defray certain Redevelopment Project Costs relating to the Developer Project; and

WHEREAS, the Developer Property is and shall remain subject to the terms and conditions of those Annexation Agreements recorded against the Developer Property, as amended from time to time; and

WHEREAS, the Developer shall cooperate and not object to the formation or amendments of a Special Service Area by the City over the Developer Property to pay for costs associated with the maintenance and repair of bioswales, culverts, storm water piping, landscaping and parkways located in the public rights-of-way as well as storm water detention, ponds and private roadways (if any) which are not properly maintained or landscaped without regard as to whether the same is on private property, as well as for the other purposes the special service area was mentioned in the annexation agreement(s) of all or part of the Developer Property with the City of Loves Park (“**Maintenance SSA**”); and

WHEREAS, the City, after due and careful consideration, has concluded that the development of the Developer Property and the utilization of TIF assistance, will further the growth of the City, facilitate the development of the Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City as a whole, provide a substantial number of jobs to residents of the City and otherwise be in the best interests of the City.

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

SECTION I **INCORPORATION OF RECITALS**

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

SECTION II **REPRESENTATIONS AND WARRANTIES**

2.1. **Representations and Warranties of Developer**. To induce the City to execute this Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

(a) Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Delaware authorized to do business in Illinois;

(b) No litigation or proceedings are pending, or to the best of Developer’s knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to

perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer;

(c) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, and will not, upon giving of notice or lapse of time, or both, constitute a breach or default or "event of default" under any other agreement to which Developer is a party to or by which it may be bound;

(d) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein;

(e) Developer is under contract to acquire the fee simple legal title of the Developer Property;

(f) Developer agrees to pay all costs associated with the Developer Project as set forth in this Agreement and to indemnify and hold the City harmless therefrom; and

(g) The above representations and warranties are made in addition to all other representations and warranties made throughout this Agreement.

2.2. **Representations and Warranties of the City.** To induce the Developer to execute this Agreement and to perform the Developer's obligations hereunder, the City hereby represents and warrants to the Developer as follows:

(a) The City is an Illinois municipal corporation duly incorporated and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement; and

(b) Subject to the City obtaining the Required Amendments, neither the execution and delivery of this Agreement by the City, the consummation of the transactions contemplated hereby by the City, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the City conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the City or any other agreement to which the City is a party.

2.3. **Survival of Representations and Warranties.** The parties agree that, to the best of their respective knowledge, all of their representations and warranties set forth in this Agreement are true as of the execution date of this Agreement and shall survive for the term of this Agreement.

SECTION III **DEVELOPER OBLIGATIONS**

3.1. **Acquisition of Property & Construction of Facility.** Developer shall acquire title to the Developer Property and complete construction of a new building (the "**Facility**") of no less than 310,000 square feet to be utilized primarily for manufacturing, industrial, warehousing or distribution purposes, with an occupancy permit for said space to be obtained no later than May 1, 2020. The exterior walls of the Facility will be constructed of pre-cast concrete. All construction shall comply with all federal, state and local regulations, codes, ordinances and laws of general

applicability (all as amended from time-to-time), as well as meet or exceed the **Design Criteria** attached hereto as **Exhibit “B”** and comply with other agreements of record, including but not limited to applicable annexation agreements (collectively, the “**Legal Requirements**”). Any construction must be subject to the City’s standard review and approval process for other development and construction projects occurring throughout the City.

3.2. **Responsibility for Developer Project Costs.** The Developer shall remain ultimately responsible for all costs associated with the obligations of this Agreement for the Developer Project, and does hereby agree to indemnify and hold the City harmless from any costs or liability it may incur in connection with the same. The City shall have no obligation to perform or pay for any portion of the Developer Project.

3.3. **Eligible Redevelopment Project Costs.** “**Developer Eligible Redevelopment Project Costs**” are those Redevelopment Project Costs incurred and paid by Developer which the Developer shall be reimbursed from Available Developer Property Increment (defined in Section 4.3), to the extent available and up to the Maximum TIF Amount (defined in Section 5.1). Developer Eligible Redevelopment Costs will be limited to those Redevelopment Project Costs as allowed by the Act which shall include but not be limited to the acquisition of the Developer Property, costs of surveys, architectural planning, engineering planning, site preparation costs and costs of marketing.

3.4. **Utilization.** The Developer Property shall at all times be utilized in a manner consistent with manufacturing, industrial, warehousing or distribution purposes as well as other permissible uses identified in or allowed by the Act and the Redevelopment Plan, provided the same complies with the Legal Requirements.

3.5. **Plans and specifications.** All site, architectural and engineering drawings and specifications (the “**Plans**”) for the Developer Property, inclusive of the Plans for the building(s) to be erected on the Developer Property, shall be submitted to the City by Developer at its sole cost and expense and shall be reviewed and processed by the City or its agents pursuant to City Ordinance, as amended from time-to-time, and as set forth below. Such Plans shall conform to the Legal Requirements.

3.6. **City’s Right to Monitor and Inspect Developer Property.** The City’s right to inspect the Developer Property, and the construction of improvements or operation of businesses located thereon, shall not be greater than those which apply to other property generally throughout the City. All such inspections shall be conducted in accordance with the City Ordinances.

3.7. **Real Estate Taxes.** To the extent required by law, Developer shall pay all real estate tax bills, inclusive of any special assessments and special service area taxes levied upon the Developer Property, on or before the date on which they are due and payable. The payment of such sums in a timely fashion is a condition precedent to receipt by Developer of any reimbursements described in this Agreement. During the term of this Agreement, Developer shall not undertake to contest the real estate taxes levied against its property.

SECTION IV

TAX INCREMENT FINANCING

4.1. **Tax Increment Allocation Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for tax increment financing, the Developer Project would not be economically viable. The Parties agree that tax increment allocation financing, implemented in accordance with the terms and provisions of the Act and this Agreement, will be a source of providing partial funding for the Developer Project to make the Developer Project economically viable within the City.

4.2. **Authenticating the Developer Eligible Redevelopment Project Costs.** Prior to the City's certification of costs as Developer Eligible Redevelopment Project Costs in accordance with this Agreement, and to establish a right of reimbursement for specific Developer Eligible Redevelopment Project Cost under this Agreement, Developer shall submit to the City or its designee a written statement setting forth the amount of specific Developer Eligible Redevelopment Project Cost for which certification is sought (each a "**Request for Certification**"). Such Request for Certification shall be accompanied by a signed real estate settlement closing statement, real estate transfer declaration statement, copy of the deed containing evidence of recording the Winnebago County Recorder's Office transferring title to Developer and such other evidence as the City or its designee shall reasonably require evidencing that Developer has incurred and paid the Developer Eligible Redevelopment Project Costs sought to be certified. If a Request for Certification is deficient, the City shall notify the Developer of the specific deficiencies and the Developer shall have the opportunity to cure such deficiency. Upon the Developer's delivery of reasonably sufficient evidence the City shall certify such costs in accordance with this Agreement.

4.3. **Available Tax Increment and Priority of Payment.** For the purposes of this Agreement, the term "**Developer Property Increment**" means one hundred percent (100%) of that portion of the ad valorem taxes if any, arising from the taxes levied upon the Developer Property upon which a building is constructed and an occupancy permit granted thereto, which taxes are actually collected and which are attributable to the increases in the then current equalized assessed valuation ("**EAV**") of the Developer Property over and above the total initial EAV of the Developer Property as determined by the Winnebago County Clerk pursuant to the Act, and further in accordance with this Agreement, and which includes any replacement, substitute or amended taxes. For the purposes of this Agreement, "**Available Developer Property Increment**" means the One Hundred percent (100%) of the Developer Property Increment which is deposited into the Special Tax Allocation Fund, as hereinafter defined, attributable to tax years 2020 through 2024 and Eighty percent (80%) of the Developer Property Increment deposited into the Special Tax Allocation Fund attributable to tax years 2025 through 2029. The parties to this Agreement acknowledge that any Developer Property Increment attributable to a specific tax year is billed in the following calendar year by the Winnebago County Treasurer. For example, Developer Property Increment attributable to tax year 2020 is billed, and payment due, in calendar year 2021 by the Winnebago County Treasurer. "**Special Tax Allocation Fund**" ("**STAF**") means the separate City account into which the Developer Property Increment and other incremental taxes generated within the Redevelopment Project Area are, from time to time, deposited.

4.4. **Restrictions on Assignment.** Developer shall not assign any of its rights or obligations under this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed and for which the City may

require the assignee to assume certain obligations of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer or a majority of the members of Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the assignee shall also expressly adopt and confirm the Developer's representations and warranties which are contained in this Agreement as of the time of the assignment. Notwithstanding the foregoing, Developer shall be able to assign its rights to payments to be received by it to a lender in order to secure loans relating to its obligations under this Agreement or to construct buildings on the Developer Property.

SECTION V **CITY OBLIGATIONS**

5.1. **Payment of Available Developer Property Increment.** On or before December 1st of each year, the City shall determine the amount of Available Developer Property Increment available to make payment to reimburse Developer for any Developer Eligible Redevelopment Project Costs which have been certified by the City. The City will issue payment of the same to Developer within forty-five days thereof. The maximum cumulative amount to be paid out by the City pursuant to this Agreement shall not exceed Four Million Three Hundred Forty Three Thousand Three Hundred Sixty Four Dollars (\$4,343,364.00) ("**Maximum TIF Amount**").

5.2. **Obligations of City.**

(a) All payment obligations on the part of the City contained in this Agreement are contingent upon and shall be payable solely from the annual receipt of Available Developer Property Increment paid into the STAF and further subject to the provisions of the Act and this Agreement.

(b) The City will have no obligation to issue any Bonds or borrow any funds.

(c) This Agreement is subject to the Required Amendments being executed prior to April 10, 2019.

SECTION VI **COMPLIANCE WITH LAW**

6.1. **Defense of Industrial Jobs Recovery Law District:** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the validity of the Redevelopment Project Area, and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the Redevelopment Project Area that each party shall incur as a result of defense of the Redevelopment Project Area. In the event of an adverse lower court

or agency ruling, payments of tax increment allocation financing shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency and to the extent that the STAF has received such increment.

6.2. **Use of Land.** Developer intends that the Developer Property shall be utilized solely in a manner consistent with the Act and as further restricted by this Agreement and the Annexation Agreement. To the extent that it should be determined by the State of Illinois or by a court of competent jurisdiction that the Developer has not met the requirements of the Act, such determination will be an additional Event of Default hereunder such that Developer shall not be entitled to any further distributions of increment and, to the extent required by law, any reimbursement of funds determined to have been paid to Developer in error or in violation of the Act shall be immediately due and payable from Developer to the City.

6.3. **Compliance with Law.** Neither Developer nor any of its contractors, subcontractors or material suppliers shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the construction of the Developer Project and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the construction of the Developer Project. To the extent required by law, public works projects will be performed in accordance with prevailing wage laws.

SECTION VII **INSURANCE DURING TERM OF AGREEMENT**

7.1. Prior to commencement of a portion or all of the Developer Project, the Developer shall procure, at the Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained in this Agreement has been fully paid or performed, a policy or policies of general commercial comprehensive liability insurance and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under each such policy to be not less than \$1,000,000 for each occurrence and including automobile insurance coverage. All such policies shall protect the Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Developer Project or the improvements or the construction and improvement thereof and shall name the City as an additional named insured waiving any right of subrogation.

SECTION VIII **DEFAULT REMEDIES**

8.1. **Defaults/Remedies:** If, subject to Section 8.2, either party defaults under this Agreement or fails to perform or keep any term or condition required to be performed or kept by such Party, the defaulting party shall, upon written notice from the other non-defaulting party, proceed to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In the case of an uncured City default, the Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of an uncured default by Developer, the City will be under no obligation to continue any payments of Available Developer Property Increment, may terminate all pledges of Available Developer Property Increment, and may cancel this Agreement and/or any future payments due hereunder. The City will have the right to require specific

performance or to perform any term hereof and then be entitled to indemnity for the costs thereof from Developer. Provided the default by Developer is cured within sixty (60) days, those annual payments which would have been paid, if not for Developer default, will then be paid to Developer.

8.2. **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following (or any other events identified elsewhere in this agreement as an Event of Default), shall constitute an “**Event of Default**”:

(a) If, at any time, any material term, warranty, representation or statement made or furnished by the City or Developer (including the representations and warranties of Developer described in Section 2.1 hereof) is not true and correct in any material respect because of which either Party is unable to fulfill its obligations hereunder; or

(b) Failure by Developer to meet any of the conditions, obligations or covenants contained in this Agreement, including but not limited to the failure of Developer to construct the Facility in the manner and within the time described in this Agreement; or

(c) If any petition is filed by or against the City or Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or

(d) If any lender of Developer (or a lender of any affiliated entity of Developer), forecloses on any of the Developer Property or accepts a deed in lieu of foreclosure from Developer for any of the Developer Property or if any portions of the Developer Property are in any other manner surrendered to a lender; or

(e) If City fails to make payment to Developer of tax increment allocation which is due under this Agreement pursuant to Section 5.1, unless such payment is determined to be disallowed under the Act; or

(f) If Developer fails to pay any real estate tax when due; or

(g) Any assignment, pledge, encumbrance, transfer or other disposition which is prohibited under this Agreement; or

(h) If Developer fails to pay any SSA payment.

8.3. **Waiver and Estoppel.** Any delay by the City or Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City or Developer of or limit such rights in any way. No waiver made by the City or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of the City or Developer with respect to any other defaults;

SECTION IX **PERFORMANCE**

9.1. **Time of the Essence.** Time is of the essence of the Agreement.

9.2. **Permitted Delays**. Neither the City nor Developer shall be considered in breach of its obligations with respect to the commencement and completion of the Developer Project or provision of tax increment financing, because of the impossibility of performance or the limitations of Illinois law, or in the event of delay in the performance of such obligations due to unforeseeable causes beyond such Party's control and without such Party's fault or negligence, including any delays or due to court order, acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, embargoes, economic exigencies, shortages of labor or materials and severe weather or delays of subcontractors due to such causes or any other situation recognized as a force majeure. Subject to the limitations and restrictions of the Act, the time for the performance of the obligations shall be extended for the period of the enforced delay if the City or Developer, as the case may be, seeking the extension shall notify in writing the other within twenty (20) days after the beginning or any such delay and shall use diligence in attempting to complete performance of its obligations.

SECTION X **GENERAL**

10.1. **Drafter Bias**: The parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the parties, both of whom are represented by independent counsel, and that this Agreement is a result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

10.2. **Partnership not intended nor Created**: Nothing in this Agreement is intended to, nor shall be deemed to, constitute a partnership or joint venture between the Parties.

10.3. **Entirety and Binding Effect**: This document represents the entirety of the agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

10.4. **Survival of Provisions**: If any of the provisions of this agreement are found to be invalid pursuant to any statute or rule of law of the State of Illinois or of any court of competent jurisdiction 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.

10.5. **Use of Headings**: The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

10.6. **Amendments and Modifications**: Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

10.7. **Defaults:** In the event of a default and/or litigation arising out of enforcement of this Agreement, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

10.8. **Indemnification:** Developer agrees to indemnify and hold the City and its officers, elected and appointed, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the failure of the Developer to comply with this Agreement. Developer further agrees to defend, indemnify and hold harmless City for any liability other than that resulting solely from a negligent act of the City.

10.9. **Third Party Participation:** Developer may request that the City allow a third party purchaser of a parcel or parcels (or portion thereof) of the Developer Property to enter into a Redevelopment Agreement with the City, but no right shall arise from this provision and the City shall have sole and absolute discretion in whether to enter into any such additional redevelopment agreements. The City may require as a condition of any such third party Redevelopment Agreement that Developer modify the terms of this Agreement such that the increment relating to the land subject to the third party agreement, to the extent that the same would have been paid to Developer under the terms of this Agreement, shall be shared in whole or in part with such third party.

10.10. **Notices:** All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

Interstate Boulevard Illinois Becknell Investors LLC
c/o _____
2750 East 146th Street, Suite 200,
Carmel, Indiana 46033

With Copy to:

Patrick Harrington
Harrington & Tock LLC
201 W Springfield Ave.
Suite 601
Champaign, Illinois 61820

To the City:

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

With Copy To:

Gino Galluzzo
Nicolosi Galluzzo LLP
6735 Vistagreen Way, Suite 210
Rockford, IL 61107

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, nationally recognized delivery service (i.e. Fed Ex) or by certified mail, return receipt requested, with proof of delivery thereof. Mailed Notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

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

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

10.13. **Construction**: This Agreement shall be subject to and construed under the laws of the State of Illinois

10.14. **Venue**: The exclusive venue of any action involving this Agreement between the parties shall be the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois.

REST OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE

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

**Interstate Boulevard Illinois Becknell Investors LLC,
a Delaware Limited Liability Company**

By: _____

Its: _____

**City of Loves Park,
an Illinois Municipal Corporation**

By: _____
Gregory R. Jury, Mayor

ATTEST

By: _____
Robert Burden, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF DEVELOPER PROPERTY

LOT ELEVEN (11) AS DESIGNATED UPON PLAT NO. 3 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF LOTS 2, 3 AND 7 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO A RE-SUBDIVISION OF LOT 10 OF PLAT 2 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF PART OF LOTS 5 AND 6 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, ALL BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED MARCH 6, 2019 IN BOOK 49 OF PLATS ON PAGE 163A AS DOCUMENT NO. 20191005390 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

Parcel Identification No. _____

EXHIBIT B

ARCHITECTURAL DESIGN CRITERIA

Overall Character

The buildings throughout Developer Property will be a tasteful mixture of traditional and contemporary forms and elements. The entry of each building will be signaled in mass and form, while the remaining extents of the buildings vary in composition and/or massing so as not to be repetitive. Each building will have at least one signature, architectural massing element that sets it apart from the rest and identifies it better than signage can alone. These forms very often signal the entry, although they do not need to.

Materials

As a high quality development that is built for the future, buildings located on the Developer Property will employ materials with a consideration to the sense of quality they invoke, their historic usage, and longevity. The colors used by buildings reinforce the goal to foster a warm and inviting atmosphere. A building's primary color will predominantly be warm tones common to the earth, stone, prairie and forest. Contrasting, bold and saturated colors are acceptable as accents but should not be a dominant color.

Buildings may vary greatly in the materials they employ, but do not use those that invoke images not in keeping with a high quality, timeless, professional environment. The buildings throughout the Developer Property shall adhere to the following:

1. Roof System:
 - a. The roof system shall have a parapet around the entire perimeter of the building for the purpose of concealing from ground view, while at the same grade level, the membrane or metal panel roof system.
 - b. No visible gable roof systems allowed.
 - c. No exposed gutters allowed.
 - d. Interior or exterior roof drainage system utilizing scuppers will be allowed.
2. Exterior Wall System Finish and Facade System Finish Material:
 - a. The following are not allowed building materials unless the City's Director of Community Development approves the architectural design of the building, in its sole discretion:
 - i. Metal except as appropriate for accent (i.e. metal cladding, window systems, doors etc); or
 - ii. Corrugated metals; or
 - iii. EIFS; or
 - iv. Wood materials; or
 - v. Flat CMU units; or
 - vi. Wood or hardy plank; or
 - vii. Vinyl or Plastic; or

- viii. Exposed Concrete / Cinder Block (without rustication); or
- ix. Asphalt shingle

This exhibit shall not waive any of the development or design guidelines referenced in the annexation agreements of record relating to the Developer Property, but shall act to further restrict the same. The requirements of this Exhibit may be waived by written express intent referencing waiver of specific requirements of this exhibit by the Mayor or Director of Community Development.

EXHIBIT “C”

Architectural Design Criteria

Overall Character

The buildings throughout Developer Property will be a tasteful mixture of traditional and contemporary forms and elements. The entry of each building will be signaled in mass and form, while the remaining extents of the buildings vary in composition and/or massing so as not to be repetitive. Each building will have at least one signature, architectural massing element that sets it apart from the rest and identifies it better than signage can alone. These forms very often signal the entry, although they do not need to.

Materials

As a high-quality development that is built for the future, buildings located on the Developer Property will employ materials with a consideration to the sense of quality they invoke, their historic usage, and longevity. The colors used by buildings reinforce the goal to foster a warm and inviting atmosphere. A building's primary color will predominantly be warm tones common to the earth, stone, prairie and forest. Contrasting, bold and saturated colors are acceptable as accents but should not be a dominant color.

Buildings may vary greatly in the materials they employ, but do not use those that invoke images not in keeping with a high quality, timeless, professional environment. The buildings throughout the Developer Property shall adhere to the following:

1. Roof System:

- a. The roof system shall have a parapet around the entire perimeter of the building for the purpose of concealing from ground view, while at the same grade level, the membrane or metal panel roof system.
- b. No visible gable roof systems allowed.
- c. No exposed gutters allowed.
- d. Interior or exterior roof drainage system utilizing scuppers will be allowed.

2. Exterior Wall System Finish and Facade System Finish Material:

- a. The following are not allowed building materials unless the City's Director of Community Development approves the architectural design of the building, in its sole discretion:
 - i. Metal except as appropriate for accent (i.e. metal cladding, window systems, doors etc); or
 - ii. Corrugated metals; or
 - iii. EIFS; or
 - iv. Wood materials; or
 - v. Flat CMU units; or
 - vi. Wood or hardy plank; or
 - vii. Vinyl or Plastic; or
 - viii. Exposed Concrete / Cinder Block (without rustication); or
 - ix. Asphalt shingle

This exhibit shall not waive any of the development or design guidelines referenced in the annexation agreements of record relating to the Developer Property but shall act to further restrict the same. The requirements of this Exhibit may be waived by written express intent referencing waiver of specific requirements of this exhibit by the Mayor or Director of Community Development.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF LOVES PARK TO ENTER INTO A
REDEVELOPMENT AGREEMENT WITH INTERSTATE BOULEVARD ILLINOIS BECKNELL
INVESTORS LLC

WHEREAS, the City of Loves Park ("City") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended from time to time; and

WHEREAS, the City has duly established an Industrial Jobs Recovery Law District known and the "Spring Creek Lakes Redevelopment Project Area" under the provisions of the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* ("Law"), within which Spring Creek Lakes Redevelopment Project Area the City has implemented Tax Increment Financing; and

WHEREAS, the City is authorized under the provisions of Law to enter into agreements which are necessary or incidental to the implementation of the redevelopment plan and project for the Spring Creek Lakes Redevelopment Project Area; and

WHEREAS, the Developer intends to acquire certain real property located within the Spring Creek Lakes Redevelopment Project Area ("Developer Property"); and

WHEREAS, the City has entered into negotiations with Interstate Boulevard Illinois Becknell Investors LLC, an Illinois Limited Liability Company ("Developer"), for the purposes of drafting a redevelopment agreement to assist with the development of the Developer's property; and

WHEREAS, The City has determined that the execution of such a redevelopment agreement with the Developer is in the best interests of the City.

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

1. The above recitals are incorporated herein and made a part hereof.
2. The City hereby approves the execution of that certain Redevelopment Agreement by and between the City and Developer in substantially the same form as attached hereto as Exhibit "A" ("Redevelopment Agreement").
3. The Mayor is hereby authorized to sign the Redevelopment Agreement as well as any other necessary documentation required to finalize the Redevelopment Agreement.
4. This ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Loves Park this ____ day of March, 2019.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert J. Burden

PUBLISHED:

**Ordinance
EXHIBIT “A”
Redevelopment Agreement**

REDEVELOPMENT AGREEMENT FOR
INTERSTATE BOULEVARD ILLINOIS BECKNELL INVESTORS LLC

This Redevelopment Agreement (“**Agreement**”) dated as of this ____ day of _____, 2019 is made by and between the City of Loves Park, Illinois, an Illinois Municipal Corporation, having its principal offices at 100 Heart Boulevard, Loves Park, Illinois (“**City**”) and Interstate Boulevard Illinois Becknell Investors LLC, a Delaware Limited Liability Company having its principal office at 2750 E 146th Street, Suite A, Carmel, Indiana, 46032 (“**Developer**”). All capitalized terms are defined herein or otherwise have such definitions as are set forth in the Industrial Job Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* as amended, (the “**Act**”).

RECITALS

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

WHEREAS, pursuant to the Act, the City, by Ordinance Nos. 3770-11, 3771-11 and 3772-11, adopted by the City Council on November 28, 2011, approved a Redevelopment Plan and Project (“**Redevelopment Plan**”), designated a Redevelopment Project Area specifically designated as the “**Spring Creek Lakes Redevelopment Project Area**”, and adopted tax increment allocation financing (“**TIF**”) within the Redevelopment Project Area; and

WHEREAS, the City is authorized under the Act to undertake the redevelopment of the Redevelopment Project Area if the conditions specified in the Act are met, including but not limited to, the approval of redevelopment plans and projects, and the payment of costs of such redevelopment as are permitted under the Act; and

WHEREAS, the Developer is under contract and intends to acquire certain real property located within the Redevelopment Project Area which is legally described and depicted in “**Exhibit A**” attached hereto and made a part hereof (“**Developer Property**”); and

WHEREAS, the Developer intends to undertake the construction of a building on the Developer Property of no less than 310,000 square feet to be utilized for manufacturing, distribution or other purposes which are in compliance with the Act (“**Developer Project**”); and

WHEREAS, the City recognizes that the Developer will need to incur eligible “**Redevelopment Project Costs**”, as that term defined in the Act, by acquiring and developing the Developer Property; and

WHEREAS, the City is willing to reimburse the Developer for a portion of the acquisition, planning, marketing and site preparation costs associated with the Developer Property; and

WHEREAS, increment relating to the Developer Property is currently pledged for the benefit of SCL Business Park, LLC, an Illinois Limited Liability Company (“**SCL**”) and First National Bank of Omaha, a National Banking Association (“**Bank**”); and

WHEREAS, the City’s obligations herein will be subject to the terms of an amendment executed by SCL and Bank to the Redevelopment Agreement entered into by the City and SCL on November 6, 2014 as well as subsequent amendments and promissory notes thereto which will

allow the increment from the Developer Property, as referenced in this Agreement, to be paid to Interstate Boulevard Illinois Becknell Investors LLC, a Delaware Limited Liability Company (“Required Amendments”); and

WHEREAS, the City desires to enter into this Agreement with the Developer to provide the Developer with TIF assistance in order to defray certain Redevelopment Project Costs relating to the Developer Project; and

WHEREAS, the Developer Property is and shall remain subject to the terms and conditions of those Annexation Agreements recorded against the Developer Property, as amended from time to time; and

WHEREAS, the Developer shall cooperate and not object to the formation or amendments of a Special Service Area by the City over the Developer Property to pay for costs associated with the maintenance and repair of bioswales, culverts, storm water piping, landscaping and parkways located in the public rights-of-way as well as storm water detention, ponds and private roadways (if any) which are not properly maintained or landscaped without regard as to whether the same is on private property, as well as for the other purposes the special service area was mentioned in the annexation agreement(s) of all or part of the Developer Property with the City of Loves Park (“**Maintenance SSA**”); and

WHEREAS, the City, after due and careful consideration, has concluded that the development of the Developer Property and the utilization of TIF assistance, will further the growth of the City, facilitate the development of the Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City as a whole, provide a substantial number of jobs to residents of the City and otherwise be in the best interests of the City.

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

SECTION I **INCORPORATION OF RECITALS**

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

SECTION II **REPRESENTATIONS AND WARRANTIES**

2.1. **Representations and Warranties of Developer**. To induce the City to execute this Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

(a) Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Delaware authorized to do business in Illinois;

(b) No litigation or proceedings are pending, or to the best of Developer’s knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to

perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer;

(c) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, and will not, upon giving of notice or lapse of time, or both, constitute a breach or default or "event of default" under any other agreement to which Developer is a party to or by which it may be bound;

(d) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein;

(e) Developer is under contract to acquire the fee simple legal title of the Developer Property;

(f) Developer agrees to pay all costs associated with the Developer Project as set forth in this Agreement and to indemnify and hold the City harmless therefrom; and

(g) The above representations and warranties are made in addition to all other representations and warranties made throughout this Agreement.

2.2. **Representations and Warranties of the City.** To induce the Developer to execute this Agreement and to perform the Developer's obligations hereunder, the City hereby represents and warrants to the Developer as follows:

(a) The City is an Illinois municipal corporation duly incorporated and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement; and

(b) Subject to the City obtaining the Required Amendments, neither the execution and delivery of this Agreement by the City, the consummation of the transactions contemplated hereby by the City, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the City conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the City or any other agreement to which the City is a party.

2.3. **Survival of Representations and Warranties.** The parties agree that, to the best of their respective knowledge, all of their representations and warranties set forth in this Agreement are true as of the execution date of this Agreement and shall survive for the term of this Agreement.

SECTION III **DEVELOPER OBLIGATIONS**

3.1. **Acquisition of Property & Construction of Facility.** Developer shall acquire title to the Developer Property and complete construction of a new building (the "**Facility**") of no less than 310,000 square feet to be utilized primarily for manufacturing, industrial, warehousing or distribution purposes, with an occupancy permit for said space to be obtained no later than May 1, 2020. The exterior walls of the Facility will be constructed of pre-cast concrete. All construction shall comply with all federal, state and local regulations, codes, ordinances and laws of general

applicability (all as amended from time-to-time), as well as meet or exceed the **Design Criteria** attached hereto as **Exhibit “B”** and comply with other agreements of record, including but not limited to applicable annexation agreements (collectively, the “**Legal Requirements**”). Any construction must be subject to the City’s standard review and approval process for other development and construction projects occurring throughout the City.

3.2. **Responsibility for Developer Project Costs.** The Developer shall remain ultimately responsible for all costs associated with the obligations of this Agreement for the Developer Project, and does hereby agree to indemnify and hold the City harmless from any costs or liability it may incur in connection with the same. The City shall have no obligation to perform or pay for any portion of the Developer Project.

3.3. **Eligible Redevelopment Project Costs.** “**Developer Eligible Redevelopment Project Costs**” are those Redevelopment Project Costs incurred and paid by Developer which the Developer shall be reimbursed from Available Developer Property Increment (defined in Section 4.3), to the extent available and up to the Maximum TIF Amount (defined in Section 5.1). Developer Eligible Redevelopment Costs will be limited to those Redevelopment Project Costs as allowed by the Act which shall include but not be limited to the acquisition of the Developer Property, costs of surveys, architectural planning, engineering planning, site preparation costs and costs of marketing.

3.4. **Utilization.** The Developer Property shall at all times be utilized in a manner consistent with manufacturing, industrial, warehousing or distribution purposes as well as other permissible uses identified in or allowed by the Act and the Redevelopment Plan, provided the same complies with the Legal Requirements.

3.5. **Plans and specifications.** All site, architectural and engineering drawings and specifications (the “**Plans**”) for the Developer Property, inclusive of the Plans for the building(s) to be erected on the Developer Property, shall be submitted to the City by Developer at its sole cost and expense and shall be reviewed and processed by the City or its agents pursuant to City Ordinance, as amended from time-to-time, and as set forth below. Such Plans shall conform to the Legal Requirements.

3.6. **City’s Right to Monitor and Inspect Developer Property.** The City’s right to inspect the Developer Property, and the construction of improvements or operation of businesses located thereon, shall not be greater than those which apply to other property generally throughout the City. All such inspections shall be conducted in accordance with the City Ordinances.

3.7. **Real Estate Taxes.** To the extent required by law, Developer shall pay all real estate tax bills, inclusive of any special assessments and special service area taxes levied upon the Developer Property, on or before the date on which they are due and payable. The payment of such sums in a timely fashion is a condition precedent to receipt by Developer of any reimbursements described in this Agreement. During the term of this Agreement, Developer shall not undertake to contest the real estate taxes levied against its property.

SECTION IV

TAX INCREMENT FINANCING

4.1. **Tax Increment Allocation Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for tax increment financing, the Developer Project would not be economically viable. The Parties agree that tax increment allocation financing, implemented in accordance with the terms and provisions of the Act and this Agreement, will be a source of providing partial funding for the Developer Project to make the Developer Project economically viable within the City.

4.2. **Authenticating the Developer Eligible Redevelopment Project Costs.** Prior to the City's certification of costs as Developer Eligible Redevelopment Project Costs in accordance with this Agreement, and to establish a right of reimbursement for specific Developer Eligible Redevelopment Project Cost under this Agreement, Developer shall submit to the City or its designee a written statement setting forth the amount of specific Developer Eligible Redevelopment Project Cost for which certification is sought (each a "**Request for Certification**"). Such Request for Certification shall be accompanied by a signed real estate settlement closing statement, real estate transfer declaration statement, copy of the deed containing evidence of recording the Winnebago County Recorder's Office transferring title to Developer and such other evidence as the City or its designee shall reasonably require evidencing that Developer has incurred and paid the Developer Eligible Redevelopment Project Costs sought to be certified. If a Request for Certification is deficient, the City shall notify the Developer of the specific deficiencies and the Developer shall have the opportunity to cure such deficiency. Upon the Developer's delivery of reasonably sufficient evidence the City shall certify such costs in accordance with this Agreement.

4.3. **Available Tax Increment and Priority of Payment.** For the purposes of this Agreement, the term "**Developer Property Increment**" means one hundred percent (100%) of that portion of the ad valorem taxes if any, arising from the taxes levied upon the Developer Property upon which a building is constructed and an occupancy permit granted thereto, which taxes are actually collected and which are attributable to the increases in the then current equalized assessed valuation ("**EAV**") of the Developer Property over and above the total initial EAV of the Developer Property as determined by the Winnebago County Clerk pursuant to the Act, and further in accordance with this Agreement, and which includes any replacement, substitute or amended taxes. For the purposes of this Agreement, "**Available Developer Property Increment**" means the One Hundred percent (100%) of the Developer Property Increment which is deposited into the Special Tax Allocation Fund, as hereinafter defined, attributable to tax years 2020 through 2024 and Eighty percent (80%) of the Developer Property Increment deposited into the Special Tax Allocation Fund attributable to tax years 2025 through 2029. The parties to this Agreement acknowledge that any Developer Property Increment attributable to a specific tax year is billed in the following calendar year by the Winnebago County Treasurer. For example, Developer Property Increment attributable to tax year 2020 is billed, and payment due, in calendar year 2021 by the Winnebago County Treasurer. "**Special Tax Allocation Fund**" ("**STAF**") means the separate City account into which the Developer Property Increment and other incremental taxes generated within the Redevelopment Project Area are, from time to time, deposited.

4.4. **Restrictions on Assignment.** Developer shall not assign any of its rights or obligations under this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed and for which the City may

require the assignee to assume certain obligations of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer or a majority of the members of Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the assignee shall also expressly adopt and confirm the Developer's representations and warranties which are contained in this Agreement as of the time of the assignment. Notwithstanding the foregoing, Developer shall be able to assign its rights to payments to be received by it to a lender in order to secure loans relating to its obligations under this Agreement or to construct buildings on the Developer Property.

SECTION V **CITY OBLIGATIONS**

5.1. **Payment of Available Developer Property Increment.** On or before December 1st of each year, the City shall determine the amount of Available Developer Property Increment available to make payment to reimburse Developer for any Developer Eligible Redevelopment Project Costs which have been certified by the City. The City will issue payment of the same to Developer within forty-five days thereof. The maximum cumulative amount to be paid out by the City pursuant to this Agreement shall not exceed Four Million Three Hundred Forty Three Thousand Three Hundred Sixty Four Dollars (\$4,343,364.00) ("**Maximum TIF Amount**").

5.2. Obligations of City.

(a) All payment obligations on the part of the City contained in this Agreement are contingent upon and shall be payable solely from the annual receipt of Available Developer Property Increment paid into the STAF and further subject to the provisions of the Act and this Agreement.

(b) The City will have no obligation to issue any Bonds or borrow any funds.

(c) This Agreement is subject to the Required Amendments being executed prior to April 10, 2019.

SECTION VI **COMPLIANCE WITH LAW**

6.1. **Defense of Industrial Jobs Recovery Law District:** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the validity of the Redevelopment Project Area, and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the Redevelopment Project Area that each party shall incur as a result of defense of the Redevelopment Project Area. In the event of an adverse lower court

or agency ruling, payments of tax increment allocation financing shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency and to the extent that the STAF has received such increment.

6.2. **Use of Land.** Developer intends that the Developer Property shall be utilized solely in a manner consistent with the Act and as further restricted by this Agreement and the Annexation Agreement. To the extent that it should be determined by the State of Illinois or by a court of competent jurisdiction that the Developer has not met the requirements of the Act, such determination will be an additional Event of Default hereunder such that Developer shall not be entitled to any further distributions of increment and, to the extent required by law, any reimbursement of funds determined to have been paid to Developer in error or in violation of the Act shall be immediately due and payable from Developer to the City.

6.3. **Compliance with Law.** Neither Developer nor any of its contractors, subcontractors or material suppliers shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the construction of the Developer Project and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the construction of the Developer Project. To the extent required by law, public works projects will be performed in accordance with prevailing wage laws.

SECTION VII **INSURANCE DURING TERM OF AGREEMENT**

7.1. Prior to commencement of a portion or all of the Developer Project, the Developer shall procure, at the Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained in this Agreement has been fully paid or performed, a policy or policies of general commercial comprehensive liability insurance and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under each such policy to be not less than \$1,000,000 for each occurrence and including automobile insurance coverage. All such policies shall protect the Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Developer Project or the improvements or the construction and improvement thereof and shall name the City as an additional named insured waiving any right of subrogation.

SECTION VIII **DEFAULT REMEDIES**

8.1. **Defaults/Remedies:** If, subject to Section 8.2, either party defaults under this Agreement or fails to perform or keep any term or condition required to be performed or kept by such Party, the defaulting party shall, upon written notice from the other non-defaulting party, proceed to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In the case of an uncured City default, the Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of an uncured default by Developer, the City will be under no obligation to continue any payments of Available Developer Property Increment, may terminate all pledges of Available Developer Property Increment, and may cancel this Agreement and/or any future payments due hereunder. The City will have the right to require specific

performance or to perform any term hereof and then be entitled to indemnity for the costs thereof from Developer. Provided the default by Developer is cured within sixty (60) days, those annual payments which would have been paid, if not for Developer default, will then be paid to Developer.

8.2. **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following (or any other events identified elsewhere in this agreement as an Event of Default), shall constitute an “**Event of Default**”:

(a) If, at any time, any material term, warranty, representation or statement made or furnished by the City or Developer (including the representations and warranties of Developer described in Section 2.1 hereof) is not true and correct in any material respect because of which either Party is unable to fulfill its obligations hereunder; or

(b) Failure by Developer to meet any of the conditions, obligations or covenants contained in this Agreement, including but not limited to the failure of Developer to construct the Facility in the manner and within the time described in this Agreement; or

(c) If any petition is filed by or against the City or Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or

(d) If any lender of Developer (or a lender of any affiliated entity of Developer), forecloses on any of the Developer Property or accepts a deed in lieu of foreclosure from Developer for any of the Developer Property or if any portions of the Developer Property are in any other manner surrendered to a lender; or

(e) If City fails to make payment to Developer of tax increment allocation which is due under this Agreement pursuant to Section 5.1, unless such payment is determined to be disallowed under the Act; or

(f) If Developer fails to pay any real estate tax when due; or

(g) Any assignment, pledge, encumbrance, transfer or other disposition which is prohibited under this Agreement; or

(h) If Developer fails to pay any SSA payment.

8.3. **Waiver and Estoppel.** Any delay by the City or Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City or Developer of or limit such rights in any way. No waiver made by the City or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of the City or Developer with respect to any other defaults;

SECTION IX **PERFORMANCE**

9.1. **Time of the Essence.** Time is of the essence of the Agreement.

9.2. **Permitted Delays**. Neither the City nor Developer shall be considered in breach of its obligations with respect to the commencement and completion of the Developer Project or provision of tax increment financing, because of the impossibility of performance or the limitations of Illinois law, or in the event of delay in the performance of such obligations due to unforeseeable causes beyond such Party's control and without such Party's fault or negligence, including any delays or due to court order, acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, embargoes, economic exigencies, shortages of labor or materials and severe weather or delays of subcontractors due to such causes or any other situation recognized as a force majeure. Subject to the limitations and restrictions of the Act, the time for the performance of the obligations shall be extended for the period of the enforced delay if the City or Developer, as the case may be, seeking the extension shall notify in writing the other within twenty (20) days after the beginning or any such delay and shall use diligence in attempting to complete performance of its obligations.

SECTION X **GENERAL**

10.1. **Drafter Bias**: The parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the parties, both of whom are represented by independent counsel, and that this Agreement is a result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

10.2. **Partnership not intended nor Created**: Nothing in this Agreement is intended to, nor shall be deemed to, constitute a partnership or joint venture between the Parties.

10.3. **Entirety and Binding Effect**: This document represents the entirety of the agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

10.4. **Survival of Provisions**: If any of the provisions of this agreement are found to be invalid pursuant to any statute or rule of law of the State of Illinois or of any court of competent jurisdiction 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.

10.5. **Use of Headings**: The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

10.6. **Amendments and Modifications**: Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

10.7. **Defaults:** In the event of a default and/or litigation arising out of enforcement of this Agreement, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

10.8. **Indemnification:** Developer agrees to indemnify and hold the City and its officers, elected and appointed, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the failure of the Developer to comply with this Agreement. Developer further agrees to defend, indemnify and hold harmless City for any liability other than that resulting solely from a negligent act of the City.

10.9. **Third Party Participation:** Developer may request that the City allow a third party purchaser of a parcel or parcels (or portion thereof) of the Developer Property to enter into a Redevelopment Agreement with the City, but no right shall arise from this provision and the City shall have sole and absolute discretion in whether to enter into any such additional redevelopment agreements. The City may require as a condition of any such third party Redevelopment Agreement that Developer modify the terms of this Agreement such that the increment relating to the land subject to the third party agreement, to the extent that the same would have been paid to Developer under the terms of this Agreement, shall be shared in whole or in part with such third party.

10.10. **Notices:** All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

Interstate Boulevard Illinois Becknell Investors LLC
c/o _____
2750 East 146th Street, Suite 200,
Carmel, Indiana 46033

With Copy to:

Patrick Harrington
Harrington & Tock LLC
201 W Springfield Ave.
Suite 601
Champaign, Illinois 61820

To the City:

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

With Copy To:

Gino Galluzzo
Nicolosi Galluzzo LLP
6735 Vistagreen Way, Suite 210
Rockford, IL 61107

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, nationally recognized delivery service (i.e. Fed Ex) or by certified mail, return receipt requested, with proof of delivery thereof. Mailed Notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

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

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

10.13. **Construction**: This Agreement shall be subject to and construed under the laws of the State of Illinois

10.14. **Venue**: The exclusive venue of any action involving this Agreement between the parties shall be the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois.

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SIGNATURE PAGE

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

**Interstate Boulevard Illinois Becknell Investors LLC,
a Delaware Limited Liability Company**

By: _____

Its: _____

**City of Loves Park,
an Illinois Municipal Corporation**

By: _____
Gregory R. Jury, Mayor

ATTEST

By: _____
Robert Burden, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF DEVELOPER PROPERTY

LOT ELEVEN (11) AS DESIGNATED UPON PLAT NO. 3 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF LOTS 2, 3 AND 7 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO A RE-SUBDIVISION OF LOT 10 OF PLAT 2 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A RE-SUBDIVISION OF PART OF LOTS 5 AND 6 OF PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, ALL BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 36, TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED MARCH 6, 2019 IN BOOK 49 OF PLATS ON PAGE 163A AS DOCUMENT NO. 20191005390 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

Parcel Identification No. _____

EXHIBIT B

ARCHITECTURAL DESIGN CRITERIA

Overall Character

The buildings throughout Developer Property will be a tasteful mixture of traditional and contemporary forms and elements. The entry of each building will be signaled in mass and form, while the remaining extents of the buildings vary in composition and/or massing so as not to be repetitive. Each building will have at least one signature, architectural massing element that sets it apart from the rest and identifies it better than signage can alone. These forms very often signal the entry, although they do not need to.

Materials

As a high quality development that is built for the future, buildings located on the Developer Property will employ materials with a consideration to the sense of quality they invoke, their historic usage, and longevity. The colors used by buildings reinforce the goal to foster a warm and inviting atmosphere. A building's primary color will predominantly be warm tones common to the earth, stone, prairie and forest. Contrasting, bold and saturated colors are acceptable as accents but should not be a dominant color.

Buildings may vary greatly in the materials they employ, but do not use those that invoke images not in keeping with a high quality, timeless, professional environment. The buildings throughout the Developer Property shall adhere to the following:

1. Roof System:
 - a. The roof system shall have a parapet around the entire perimeter of the building for the purpose of concealing from ground view, while at the same grade level, the membrane or metal panel roof system.
 - b. No visible gable roof systems allowed.
 - c. No exposed gutters allowed.
 - d. Interior or exterior roof drainage system utilizing scuppers will be allowed.
2. Exterior Wall System Finish and Facade System Finish Material:
 - a. The following are not allowed building materials unless the City's Director of Community Development approves the architectural design of the building, in its sole discretion:
 - i. Metal except as appropriate for accent (i.e. metal cladding, window systems, doors etc); or
 - ii. Corrugated metals; or
 - iii. EIFS; or
 - iv. Wood materials; or
 - v. Flat CMU units; or
 - vi. Wood or hardy plank; or
 - vii. Vinyl or Plastic; or

- viii. Exposed Concrete / Cinder Block (without rustication); or
- ix. Asphalt shingle

This exhibit shall not waive any of the development or design guidelines referenced in the annexation agreements of record relating to the Developer Property, but shall act to further restrict the same. The requirements of this Exhibit may be waived by written express intent referencing waiver of specific requirements of this exhibit by the Mayor or Director of Community Development.