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LOVES PARK CITY COUNCIL AGENDA–APRIL 1, 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 Alderman Nancy Warden followed by the Pledge of Allegiance.**

III. ROLL CALL

IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING

V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS

VI. APPROVE PAYMENT OF BILLS

VII. OFFICER'S REPORTS

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

VIII. COMMITTEE REPORTS

- 1. Finance and Administration/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
April 1, 2019

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

XI. RESOLUTIONS & MOTIONS

XII. ORDINANCES 2ND READING

- 1. Ordinance establishing City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA).**
- 2. Ordinance authorizing the city to enter into the Third Amendment to the Redevelopment Agreement for SCL Business Park.**
- 3. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Interstate Boulevard Illinois Becknell Investors LLC.**

XIII. ORDINANCES 1ST READING

- 1. Ordinance approving the purchase of real estate at 1535 Windsor Road, Loves Park, Illinois, for construction of a fire station.**
- 2. Resolution authorizing the Mayor to enter into a contract for the purchase of a Pierce Impel Fire Truck for the Loves Park Fire Department.**

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 25, 2019

Loves Park City Hall

In the absence of Mayor Gregory Jury, City Clerk Robert Burden called the meeting to order at 6:00 p.m.

Alderman Jacobson moved to appoint Alderman John Pruitt as Temporary Chairman. Second by Alderman Allton. Motion carried. 9 Ayes (Alderman Allton, Warden, Jacobson, Puckett, Little, Frykman, Peterson, Holmes, Schlensker) 1 Present (Alderman Pruitt)

Temporary Chairman Pruitt was seated.

Alderman Robert Schlensker opened the meeting with an invocation, followed by the Pledge of Allegiance.

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 03/18/19 The Journal of Proceedings for the regular meeting of March 18, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
2. SEP/Rock River Multisport Request Received a Special Event Permit application for Rock River Multisport to hold a Duathlon on a portion of Loves Park streets on Sunday, May 5, 2019, from 7:00 a.m. to 12:00 noon. Referred to Alderman Peterson of the Codes and Regulations Committee.
3. SEP/Rock River Multisport Duathlon Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit for Rock River Multisport to hold a Duathlon on a portion of Loves Park streets on Sunday, May 5, 2019, from 7:00 a.m. to 12:00 noon. Second by Alderman Warden. Motion carried by voice vote.
4. SEP/Caps Garage Car Show Request Received a Special Event Permit application for a car show charity event with amplified music to be held at Caps Garage, 7215 Clinton Road on Saturday, June 22, 2019, from 4:30 p.m. to 8:30 p.m. Referred to Alderman Peterson of the Codes and Regulations Committee.
5. SEP/Caps Garage Car Show Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit for a car show charity event with amplified music to be held at Caps Garage, 7215 Clinton Road, on Saturday, June 22, 2019 from 4:30 p.m. to 8:30 p.m. Second by Alderman Warden. Motion carried by voice vote.
6. SEP/Grace Lutheran Egg Hunt Request Received a Special event Permit for Grace Lutheran Church, 343 Grand Avenue, to hold an Easter Egg Hunt with a road closure on Sunday April 14, 2019, from 11:30 a.m. to 2:00 p.m. Referred to Alderman Peterson of the Codes and Regulations Committee.
7. SEP/Grace Lutheran Easter Egg Hunt Approved Alderman Peterson of the Codes and Regulations Committee moved to approve a Special Event Permit for Grace Lutheran Church, 343 Grand Avenue, to hold an Easter Egg Hunt with a road closure on Sunday, April 14, 2019, from 11:30 a.m. to 2:00 p.m. Second by Alderman Warden. Motion carried by voice vote.

8. Ski Broncs Received a 2019 Ski Broncs Show Team schedule for 2019. Placed on file.
9. Water Department Bills Alderman Jacobson presented the Water Department bills dated March 18, 2019 in the amount of \$12,532.22, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
10. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated March 18, 2019, in the amount of \$91,194.10, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
11. Public Safety Report Alderman Allton presented the Police Department Report dated March 25, 2019, to be placed on file.
12. Public Works Report Alderman Schlensker presented the Water Department Report dated March 21, 2019; presented the Street Department Report dated March 25, 2019, to be placed on file.
13. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated March 25, 2019 in the amount of \$264,581.03, for consideration at next week's city council meeting; presented the Treasurer's Report for February 2019, with an ending balance of \$7,030,561.53; presented the minutes from the committee meeting held March 18, 2019, to be placed on file.
14. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated March 25, 2019 in the amount of \$286,549.17, for consideration at next week's city council meeting.
15. Ordinances First Reading Alderman Jacobson presented for first reading Agenda Items 1-2 from Ordinances First Reading.
16. 1st Reading
Establish
Emergency
Medical
Ambulance
Services Alderman Jacobson presented for first reading an ordinance authorizing the establishment of Emergency Medical Ambulance Services under the auspices of the Loves Park Fire Department, 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 Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) Laid over
17. 1st Reading
Establish SSA
No. 6 Interstate
Blvd.
Maintenance Alderman Jacobson presented for first reading an ordinance establishing City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) 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 Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker) Laid over
18. Suspend Rules Alderman Jacobson moved suspend any and all rules to bring the ordinance regarding the Emergency Medical Ambulance Services in for second reading. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
19. ORD 4260-19
Establish
Emergency
Medical
Ambulance
Services Alderman Jacobson presented for second reading an ordinance authorizing the establishment of Emergency Medical Ambulance Services under the auspices of the Loves Park Fire Department, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
ORDINANCE NO. 4260-19

20. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:10 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 **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: 04/01/2019

Subject: Police Activity Report

Police activity report for the week of 03/17/2019 through 03/23/2019

Calls for Service 581

Total Number of Arrests 282

Accidents 10

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 25, 2019 thru April 1, 2019

Previous week's activity:

1. Filled potholes.
2. Repaired trucks.
3. Finished remaining tree removal from last fall.
4. Finished washing plow trucks.
5. Started sweeping downtown mains with one sweeper.

Proposed work:

1. Fill potholes.
2. Finish servicing second sweeper.
3. Start tree trimming.
4. Continue sweeping main roads.
5. Start sweeping residential downtown.
6. We will be picking up remaining logs from tree removals.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: 3/21/19-3/28/19

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. Repaired water main break on Alpine Road and Coronet Road
4. Repaired water main break 500 block of Sydney
5. Worked on setting up new utility truck with equipment
6. Repaired water service shut off 706 Merrill Avenue

Work anticipated for this week:

1. Continue radio read meter installation
2. Clean up grounds at all sights from winter
3. Continue setting up new utility truck with equipment and emergency lighting
4. Abandon water services on Bell School Road
5. Dig and repair water service shut offs as needed for new meter installation

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
April 1, 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 25, 2019**
4. **ITEMS FOR CONSIDERATION**
 1. Ordinance authorizing the Mayor to enter into a contract for the purchase of a Pierce Impel Fire Truck for the Loves Park Fire Department.
 2. Ordinance approving the purchase of real estate at 1535 Windsor Road, Loves Park, Illinois, for construction of a fire station.
5. **LIST OF BILLS**
6. **GENERAL DISCUSSION/PUBLIC COMMENT**
7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: March 25, 2019

CALLED TO ORDER: 5:30 P.M.

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

ALSO PRESENT: 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 18, 2019

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

ITEMS FOR CONSIDERATION

1. Ordinance authorizing the establishment of Emergency Medical Ambulance Services under the auspices of the Loves Park Fire Department.

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

2. Ordinance establishing City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA)

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

3. List of Bills: No questions or concerns.

4. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Frykman
Motion carried. 3 Ayes – 0 Nays

Adjournment: 5:53 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE 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

City of Loves Park
Community Development Committee Meeting
April 1, 2019
CITY COUNCIL CHAMBERS
6:15 P.M.
100 Heart Boulevard, Loves Park, Illinois 61111

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **January 28, 2019** meeting
3. Report from the Zoning Office - None
4. Unfinished business
5. New business –
 - A. **TEXT AMENDMENT – CHAPTER 102, ARTICLE VI, SIGNS**
Staff Recommendation: Approval
ZBA Recommendation: Approval
 - B. **UPDATE AND DISCUSSION – NEW WEBSITE AND BRANDING**
6. Public participation & comment
7. General discussion
8. Adjournment

Andrew Quintanilla
Zoning Officer

Community Development Committee Meeting Minutes

Date of Meeting: January 28, 2019

Called to Order At: 6:15 p.m.

Members Present: Ald. Frykman, Ald. Warden and Ald. Allton

Members Absent: Ald. Holmes

Staff Present: Steve Thompson, Andrew Quintanilla

Others Present:

Approval of Minutes: January 7, 2019

Motion Ald. Allton 2nd Ald. Warden Vote to approve 3 ayes - 0 nay

Items for Consideration:

- A. 6200 Forest Hills Road & 6202 Forest Hills Road-A Special Use Permit to allow a banquet facility and cafe in the IL Zoning District.

Presentation by: Holly Connell, Vicki Walker

No objector's Present

Motion to Approve by Ald. Warden, 2nd by Ald. Allton

Additional conditions: If the applicant cannot meet the deadlines set forth in the Special Use Permit, they shall be required to contact and work with Staff to ensure that all requirements for approval have been met.

Vote: Approved 3 ayes – 0 nays

- B. Text Amendment-Chapter 102, Division 2, Residential

Presentation by: Staff

No objector's Present

Motion to Approve by Ald. Warden, 2nd by Ald. Allton

No additional conditions

Vote: Approved 3 ayes – 0 nays

C. Text Amendment-Chapter 102, Division 3, Commercial

Presentation by: Staff

No objector's Present

Motion to Approve by Ald. Warden, 2nd by Ald. Allton

No additional conditions

Vote: Approved 3 ayes – 0 nays

D. Text Amendment-Chapter 102, East Riverside/I90 Overlay

Presentation by: Staff

No objector's Present

Motion to Approve by Ald. Warden, 2nd by Ald. Allton

No additional conditions

Vote: Approved 3 ayes – 0 nays

Public Participation and Comment: None

General Discussion: None

Adjournment at 6:45 p.m. on a motion by Ald. Warden, 2nd by Ald. Allton

Vote: Approved 3 ayes – 0 nays

Respectfully submitted by: Ald. Chuck Frykman Chairman of the Community Development Committee

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY OF LOVES PARK CODE OF ORDINANCES TO ADD REGULATIONS AND LICENSING REQUIREMENTS TO BILLBOARDS

WHEREAS, pursuant to 65 ILCS 5/11-80-15 the City of Loves Park, Illinois (“City”) is authorized and empowered to license street advertising by means of billboards, sign boards, and signs and may regulate the character and control the location of billboards, sign boards, and signs upon vacant property and upon buildings.

WHEREAS, Chapter 102, Article VI of the Loves Park Code of Ordinances (“Code”) sets out the framework and restrictions for signs in the City; and

WHEREAS, the City desires to add and amend certain provisions of Chapter 102 of its Code to provide billboard regulations and licensing requirements; and

WHEREAS, the City has determined that such amendments are in the best interests of the City and its citizens and is necessary for the public health, safety and welfare.

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

1) Add Chapter 102, Article VI, Signs, Section 102-281, Purpose, (d), Billboard, as follows:

Billboard means any structure on which lettered, figured, or pictorial matter is displayed for advertising a business, service, or entertainment which is not conducted on the land upon which the structure is located or products not primarily sold, manufactured, processed or fabricated on such land. This definition includes stationary mobile signs as defined herein.

Electronic graphic display billboard means a billboard defined by a small number of matrix elements using different combinations of light emitting diodes (LED’s), fiber optics, light bulbs or other illumination devices within the display area.

Mobile Sign is as defined in Section 102-281 of this Code.

Stationary Mobile Sign means a mobile sign that is parked or otherwise stationary with the intent to remain stationary for more than 15 minutes.

2) Add Chapter 102, Article VI, Signs, Section 102-288, Billboards, as follows:

(a) *Purpose and Intent.* The City recognizes that billboards are, by their nature, different in scope and purpose from other types of signage in the City. Among other matters, billboards advertise or communicate goods, services, or messages not conducted, sold, or generated on the lot where the billboard is located. Billboards are significantly larger in size than other types of

signage allowed in the City and their principal purpose is to dramatically attract the attention of the travelling public. The potential impact of a billboard on adjacent areas is significantly greater than other types of signage. Newer technologies permit billboards to change electronically, utilizing LED or digital type signage. These new technologies have the potential impact of adversely dominating the environment in which they operate due to the light spillover, and light pollution, unless regulated in a reasonable fashion. The intent of this section is to establish size, location, and operating standards and regulations for the modification or alteration of existing billboards, addressing those utilizing these new technologies in order to minimize the secondary effects that can accompany the unregulated display of these types of signs. By regulating the modification or alterations to existing billboards the City is; protecting the character and repose of adjacent areas (with a principal focus on residential neighborhoods), protecting property values in all areas of the City, and reducing traffic and similar hazards caused by undue distractions. The regulations implemented here are intended to generate more attention and advertise more information in less space.

(b) Billboard Regulations:

- (1) The total number of billboards shall not exceed the total number of billboards legally existing in the Commercial and Industrial Districts on the adoption date of this Ordinance. All replacement billboards shall comply with the regulations of this Ordinance.
- (2) Billboards are permitted to be replaced on a billboard-by-billboard basis. The total square foot area of a proposed billboard shall not exceed the total square foot area of a removed billboard.
- (3) Upon removal of an existing billboard, excluding those billboards located within Residential Districts, the City shall credit the billboard owner the right to obtain one replacement billboard. The credited replacement billboard shall not exceed the number of sign faces and the amount of square footage of the removed billboard. The removal of two single sign face billboards may be credited towards obtaining a double-face billboard (back to back).
- (4) Maximum height of a sign structure including sign face shall be 35 feet above the natural grade of the ground on which the billboard is located with a minimum ground clearance of 10 feet.
- (5) Maximum size is 382 square feet. Billboards shall be a minimum of 72 square feet.

(c) Location and Separation Requirements

- (1) Only one, double-faced billboard is permitted per zoning lot. A double-faced sign constitutes two billboards for the purpose of this Ordinance.
- (2) Signs must be spaced a minimum of 1000 feet apart, as measured in a direct line in any direction from where a billboard is proposed or located, and 1/2 mile down any right-of-way from where a billboard is proposed or located.
- (3) Billboards shall be placed so as not to be in a direct line to block the view of signage on adjacent property from adjacent right-of-ways. All applications for billboard alteration or relocation shall be certified by the applicant as meeting this provision.

- (4) Billboards shall not be located closer than 25 feet from an intersection corner measured from the corner of the property lines.
 - (5) Billboards may not be located closer than 200 feet to a residential district or any public park measured in any direction from where the billboard is proposed or located.
 - (6) All permit applications for the construction and erection of a billboard shall be accompanied by a survey prepared by a registered land surveyor identifying the placement of the proposed billboard and location of all structures and signage located on the property.
- (d) *Special Use.* The City Council, at their discretion, may, following a hearing by the Zoning Board, grant a special use permit. A special use permit is required for the following:
- (1) Billboard greater than 382 square feet up to 680 square feet.
 - (2) The modification or replacement of an existing, legally nonconforming or conforming billboard to an electronic graphic display billboard should the council determine that the findings of fact in sub-section (3) below have been satisfied, and the location, size and design of the proposed billboard will not have a detrimental effect on the privacy, use, light or enjoyment of any nearby properties. Additionally, requires the removal of a minimum of two (2) existing billboards, with a double-faced billboard accounting for two separate billboards.
 - (3) For the Zoning Board to recommend an approval of a special use permit, it must find that each of the following items are met:
 - i. The establishment, maintenance or operation of the special use permit will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
 - ii. The special use permit will not be injuries to the use and enjoyment of other property in the immediate vicinity nor substantially diminish or impair property values within the neighborhood.
 - iii. The establishment of the special use will not impede the normal or orderly development and improvement of the surrounding property for uses permitted in the district.
 - iv. The special use must, in all other respects, conform to the applicable regulations of the district in which it is located.
- (e) *Nonconforming billboards.* All billboards existing at the time of adoption of this Ordinance that do not conform to the provisions herein shall be considered nonconforming and may continue as hereinafter prescribed:
- (1) If the structure or size of the sign is altered in any way. The alterations must be made towards compliance with this Ordinance.
 - (2) If the sign fails to meet the standards of the International Property Maintenance Code as adopted by the City, based on inspection, the sign must be brought into compliance with the Ordinance or removed.
 - (3) Nonconforming billboards that are not self-illuminated at the time of adoption of this Ordinance shall not be permitted to be illuminated.

(f) Removal of billboards

- (1) Whenever the Zoning Officer finds that any billboard on the authorized list is abandoned and whether or not it has deteriorated more than 50%, the Zoning Officer shall notify the owner thereof and order said billboard be removed within 30 days. All billboard ordered to be removed shall be stricken from the authorized list of billboards and shall not be credited a replacement billboard. The term abandoned shall include sign faces that have not had active advertising for a period of 4 months or greater, (active advertising does not include the self-advertising of the billboard owner or company). City will provide notice of impending abandonment which will allow 30 calendar days for the billboard owner to remedy said abandonment or provide evidence on non-abandonment within 10 calendar days of the notice. Any new billboard shall comply with the requirements of this Ordinance.
- (2) Whenever the City finds that any billboard on the authorized list is in structural disrepair and whether or not it has deteriorated more than 50%, the Zoning Officer shall notify the owner thereof and order him to repair the billboard within a specified amount of time not less than 10 calendar days unless the condition requiring repairs is endangering the public, at which time repairs may be required immediately. If the City finds that the billboard has not been repaired within the specified time in the repair notice, the Zoning Officer shall notify the owner of the billboard and the owner of real property on which said billboard is located to remove the billboard from the property within 30 days. All billboards ordered to be removed shall be stricken from the authorized list of billboards and shall not be credited a replacement billboard.

(g) Billboard license required

- (1) All billboards are required to be licensed and registered with the City and the billboard owner shall file a business registration form and license application and said application shall be accompanied by a payment in accordance with Section 102-289.
- (2) All billboards shall renew said license annually in accordance to the regulations above by January 31st of each subsequent year.
- (3) Upon the approval of a billboard permit, construction of the billboard and final inspection with approval by the City of each relocated billboard, the billboard owner, within 15 days, shall apply for a billboard license for said billboard.
- (4) All billboards licensed by the City of Loves Park shall be required to post an identification tag provided by the City with the corresponding license number on the tag.
- (5) Failure to obtain a current license will result in the billboard being determined as abandoned.
- (6) The City will compile and maintain an authorized list of billboards within the City. The City will inspect each billboard annually and as needed to ensure that the provisions of this Ordinance are enforced.

(h) Mobile Signs

- (1) Stationary mobile signs are billboards as defined in this ordinance and must submit to all applicable regulations including, but not limited to, licensing requirements and the limitation placed on the total number of billboards within the City limits.
- 3) **If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.**
- 4) **All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.**
- 5) **This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.**

Passed by The City Council of Loves Park this _____ day of _____, 2019

AYES:

NAYS:

PUBLISHED:

ABSENT:

ATTEST:

Mayor Gregory R. Jury

City Clerk Robert Burden

ORDINANCE NO. 2019-_____

AN ORDINANCE ESTABLISHING
CITY OF LOVES PARK
SPECIAL SERVICE AREA NUMBER 6
(INTERSTATE BOULEVARD MAINTENANCE SSA)

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

Section 1. Authority. The City of Loves Park (the “City”) is authorized, pursuant to Article VII, Section 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (the “Act”), to establish special service areas for the provision of special governmental services in portions of the City and to levy or impose a special tax and to issue bonds for the provision of such special services.

Section 2. Findings. (a) The question of establishment of the area hereinafter described as a special service area (the “Special Service Area”) was considered by the City Council of the City pursuant to “An Ordinance Proposing the Establishment of a Special Service Area in the City of Loves Park,” being Ordinance No. _____-18, adopted on November 19, 2018. The establishment of the Area was considered at a public hearing held January 21, 2019, (the “Public Hearing”) and again on January 28, 2019. The Public Hearing was held pursuant to notice duly published in the Loves Park Journal, a newspaper of general circulation within the City, on January 3, 2019, which was at least fifteen (15) days prior to the Public Hearing, and also pursuant to notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. Said notice by mail was given by depositing said notice in the United States mail not less than ten (10) days prior to the date set for the Public Hearing. In the event taxes for the last preceding year were not paid, said notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property. A certificate of publication of notice and evidence of mailing of notice are attached to this Ordinance as Exhibit A and Exhibit B, respectively. Said notices conform in all respects to the requirements of the Act.

(b) At the Public Hearing, all interested persons were given an opportunity to be heard regarding the tax levy for the maintenance and repair storm water detention, ponds when and if the same are not properly maintained or landscaped (without regard to whether the same is on private property) by the owner(s) of the property within the Special Service area (collectively, “Special Services”) and all interested persons were given an opportunity to file objections to the amount of the tax levy. No persons appeared to be heard and no objections were filed.

(c) After considering the data as presented to the City Council of the City and at the Public Hearing, the City Council of the City find that it is in the best interests of the City and of the residents and property owners of the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) that the Special Service Area, as hereinafter described, be established.

(d) No owners of record of the taxable property lying within the Special Service Area or electors residing within the Special Service Area have filed a petition with the County

Clerk objecting to the creation of the Special Service Area, the levy of the Special Tax as described herein or the issuance of bonds to finance the Improvements.

(e) The Special Service Area is compact and contiguous as required by the Act.

(f) The tax levied herein does not exceed the tax rate or method proposed in the notice of public hearing referred to herein.

(g) It is in the best interests of the City that the Special Service Area be created to be available, at the City's option, to levy taxes to pay for some or all of the Special Services as needed. The City, in its sole discretion, shall make the determination from time to time as to whether a need for some or all of the Special Services arises, and in such event, the City, at its sole option, may elect to assume some or all of the responsibility to provide the Special Services. If the City elects to assume some or all of the responsibility to provide the Special Services, the City may annually levy up to the maximum rate specified herein for the costs of said Special Services. Notwithstanding anything in this Ordinance to the contrary, the City shall have no affirmative duty to provide the Special Services.

(h) It is in the best interests of the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) be created as the Special Service Area will benefit specially from the Special Services.

Section 3. City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) Established. A special service area to be known and designated as “City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA)” is hereby established and shall consist of the contiguous territory legally described in Exhibit C hereto, and outlined on the map of a portion of the City attached as Exhibit D hereto, which description and map are by this reference incorporated herein and made a part hereof. The public streets and highways shown within Exhibit C and Exhibit D are also included in the Special Service Area. The Special Service Area is made up of the following parcel identification numbers: part of 12-02-226-002; 12-01-102-003; part of 12-01-151-004; 12-01-151-012; 12-01-151-008; and part of 12-01-151-011.

Section 4. Imposition of Tax. If the City elects to perform some or all of the Special Services, the special tax levied in any given year shall not exceed an annual rate of one hundred and fifty one-hundredths percent (1.5%, being \$1.50 per \$100.00) of the equalized assessed value of the property in the proposed City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA). Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code and shall be levied for an indefinite period of time, as needed, commencing from and after the City's determination that a need for some or all of the Special Services has arisen.

Section 5. Dormant Tax. Notwithstanding the foregoing, taxes shall not be levied hereunder and said City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) shall be "dormant" and only take effect if (i) the City, in its sole discretion, has made the determination that a need for some or all of the Special Services has arisen; and (ii) the City elects to assume and perform some or all of the Special Services.

Section 6. Purpose of Area. City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) is established to provide the Special Services to the Special Service Area, to the extent the City agrees to assume all or some of the Special Services as provided herein, in addition to services provided in the City generally. Such taxes shall be levied in addition to all other City taxes so levied.

Section 7. Opportunity to Cure. In the event the City makes a determination, from time to time, that some or all of the Special Services need to be performed, it shall provide written notice to the address of the owner(s) of record of the property subject to the Special Service Area specifying the necessary Special Services with particularity ("Notice to Perform"), and the property owner(s) shall have ten (10) days from the date of receipt of the Notice to Perform to complete the work specified therein. In the event such work cannot reasonably be completed within ten (10) days, the property owner(s) may notify the City in writing, sent to the Loves Park City Hall address, that it shall require additional time and the parties shall mutually agree upon a reasonable timeline for completion. Notwithstanding the foregoing, such completion shall be within sixty (60) days of the property owner(s)'s receipt of the Notice to Perform. In the event the work is not completed in accordance with this Section 7, the City may levy a special tax as set forth in this Ordinance and arrange for the Special Services to be completed. Notices required or permitted to be given under this Ordinance shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by courier or hand delivery and shall be effective three (3) calendar days following mailing by the City, or as of the date of hand or courier delivery, as the case may be, regardless of whether the same is accepted, received or returned to sender. Notices mailed shall be sent to the address of the last known owner(s) of record.

Section 8. Supersede Conflicting Ordinance. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the City Council of the City this ____ day of _____, 2019.

Voting Aye (list names): _____
Voting Nay (list names): _____
Abstaining (list names): _____
Absent (list names): _____

APPROVED:

Mayor

ATTEST:

City Clerk
Published in pamphlet form _____, 2019.

EXHIBIT A
Proof of Publication and Notice

SEE ATTACHED

Affidavit of Printing

State of Illinois

County of Winnebago

City of Loves Park

Rock Valley Publishing, LLC, certifies that it is the publisher of the Journal; that such paper is a secular newspaper of general circulation in said county; that it is printed and published in the village/city, county and state aforesaid. It hereby further certifies that a notice, of which the attached notice is a true copy, has been legally published in said newspaper 1 time(s) for 1 consecutive weeks(s); That the first publication was on the 3rd day of January, 2019; The last publication was on the 3rd day of January, 2019.

Signed **Pam Dwyer**

By Pam Dwyer, for Rock Valley Publishing, LLC

**NOTICE OF HEARING
CITY OF LOVES PARK
SPECIAL SERVICE AREA
NUMBER 6
(INTERSTATE
BOULEVARD
MAINTENANCE SSA)**

NOTICE IS HEREBY GIVEN that on January 21, 2019 at 5:45 p.m. at the Loves Park City Hall, 100 Heart Boulevard, Loves Park, Illinois, a hearing will be held by the City of Loves Park (the "City") to consider forming a Special Service Area, to be called "City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA)," consisting of the territory legally described in Exhibit 1 to this Notice.

The approximate location of the proposed Special Service Area is an area generally bounded by Interstate Boulevard on the east, Riverside Boulevard to the south, the southern boundary of the Spring Creek Lakes Business Park on the north and Interstate 90 on the west, but excluding the property operated as a CubeSmart self-storage facility at 4300 Interstate Boulevard, Loves Park Illinois. All of the property situated within the proposed Special Service Area lies within the jurisdiction of the City.

The general purpose of the formation of the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) is to provide a mechanism for the City to utilize in the event it elects to provide special municipal services for the maintenance (including but not limited to landscaping and mowing), repair and reconstruction of storm water detention ponds, easement areas and associated piping and culverts relating to the "Outlot" defined in Exhibit 2 (without regard to whether the same is on private property) by the owner(s) of the Subject Territory (collectively, "Special Services"). The City shall make a determination as to whether a need for some or all of the Special Services arises, and in the event the City, at

its sole option, elects to assume some or all of the responsibility to provide the Special Services, the City may annually levy up to the maximum rate specified herein for the costs of said Special Services. Notwithstanding anything in this Notice to the contrary, the City shall have no affirmative duty to provide the Special Services.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, may file written objections to and be heard orally regarding the formation of and the boundaries of the Special Service Area, the issuance of bonds and the levy of taxes affecting the area. The hearing may be adjourned by the Corporate Authorities without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

There will be considered at the public hearing discussed below a special tax to be levied in the event the City, in its sole discretion, has made the determination that a need for some or all of the Special Services has arisen. If the City subsequently elects to perform some or all of the Special Services, the special tax levied in any given year shall not exceed a rate of one hundred and fifty one-hundredths percent (1.5%, being \$1.50 per \$100.00) of the equalized assessed value of the property in the proposed City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA). Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code and shall be levied for an indefinite period of time, as needed, commencing from and after the City's determination that a need for some or all of the Special Services has arisen.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said City of

Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) shall be "dormant" and only take effect if: (i) the City, in its sole discretion, has made the determination that a need for some or all of the Special Services has arisen; and (ii) the City elects to assume and perform some or all of the Special Services.

If a petition signed by at least 51% of the electors residing within the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) and by at least 51% of the owners of record of the land included within the boundaries of the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) is filed with the City Clerk of the City of Loves Park within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the special service area, the issuance of bonds for the provision of special services to the area or the levy of taxes affecting the area, no such area may be created and no such bonds may be issued or taxes levied or imposed.

Exhibit 1

Subject Territory Legal

**Description (includes Outlot)
SCL RETAIL SUBDIVISION
PLAT**

(PINS Pt of 12-02-226-002;
12-01-102-003)

LOT 1 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF

THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 2 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 3 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON

PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS. .

LOT 4 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS

ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

SCL RETAIL SUBDIVISION PLAT No. 2

(PINS Pt of 12-01-151-004; 12-01-151-012;12-01-151-008; pt. of 12-01-151-011

LOT 5 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 AS DESIGNATED UPON PLAT NO. 2 OF RIVERSIDE I-90 CENTRE, ALL IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159B AS DOCUMENT NO. 20181031602 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 6 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 AS DESIGNATED UPON PLAT NO. 2 OF RIVERSIDE I-90 CENTRE, ALL IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159B AS DOCUMENT NO. 20181031602 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED

IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 7 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 AS DESIGNATED UPON PLAT NO. 2 OF RIVERSIDE I-90 CENTRE, ALL IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159B AS DOCUMENT NO. 20181031602 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

OUTLOT B AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, ALL BEING SITUATED IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS Part of PINs 12-02-226-002; 12-01-102-003; 12-02-226-005

Exhibit 2

Outlot Legal Description

OUTLOT B AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST

QUARTER (1/4) OF SECTION 1 AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 2, ALL BEING SITUATED IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS Part of PINs 12-02-226-002; 12-01-102-003; 12-02-226-005

(Published in The Journal
Jan. 3, 2019)

335172

EXHIBIT B
Proof of Mailing and Notice

NOTICE OF HEARING
CITY OF LOVES PARK
SPECIAL SERVICE AREA NUMBER 6
(INTERSTATE BOULEVARD MAINTENANCE SSA)

NOTICE IS HEREBY GIVEN that on January 21, 2019 at 5:45 p.m. at the Loves Park City Hall, 100 Heart Boulevard, Loves Park, Illinois, a hearing will be held by the City of Loves Park (the “City”) to consider forming a Special Service Area, to be called “City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA),” consisting of the territory legally described in Exhibit 1 to this Notice.

The approximate location of the proposed Special Service Area is an area generally bounded by Interstate Boulevard on the east, Riverside Boulevard to the south, the southern boundary of the Spring Creek Lakes Business Park on the north and Interstate 90 on the west, but excluding the property operated as a CubeSmart self-storage facility at 4300 Interstate Boulevard, Loves Park Illinois. All of the property situated within the proposed Special Service Area lies within the jurisdiction of the City.

The general purpose of the formation of the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) is to provide a mechanism for the City to utilize in the event it elects to provide special municipal services for the maintenance (including but not limited to landscaping and mowing), repair and reconstruction of storm water detention ponds, easement areas and associated piping and culverts relating to the “Outlot” defined in Exhibit 2 (without regard to whether the same is on private property) by the owner(s) of the Subject Territory (collectively, “Special Services”). The City shall make a determination as to whether a need for some or all of the Special Services arises, and in the event the City, at its sole option, elects to assume some or all of the responsibility to provide the Special Services, the City may annually levy up to the maximum rate specified herein for the costs of said Special Services. Notwithstanding anything in this Notice to the contrary, the City shall have no affirmative duty to provide the Special Services.

At the hearing, all interested persons affected by the formation of such Special Service Area, including all persons owning taxable real estate therein, may file written objections to and be heard orally regarding the formation of and the boundaries of the Special Service Area, the issuance of bonds and the levy of taxes affecting the area. The hearing may be adjourned by the Corporate Authorities without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

There will be considered at the public hearing discussed below a special tax to be levied in the event the City, in its sole discretion, has made the determination that a need for some or all of the Special Services has arisen. If the City subsequently elects to perform some or all of the Special Services, the special tax levied in any given year shall not exceed a rate of one hundred and fifty one-hundredths percent (1.5%, being \$1.50 per \$100.00) of the equalized assessed value of the property in the proposed City of Loves Park Special Service Area Number 6 (Interstate Boulevard

Maintenance SSA). Said taxes shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code and shall be levied for an indefinite period of time, as needed, commencing from and after the City's determination that a need for some or all of the Special Services has arisen.

Notwithstanding the foregoing, taxes shall not be levied hereunder and said City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) shall be "dormant" and only take effect if: (i) the City, in its sole discretion, has made the determination that a need for some or all of the Special Services has arisen; and (ii) the City elects to assume and perform some or all of the Special Services.

If a petition signed by at least 51% of the electors residing within the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) and by at least 51% of the owners of record of the land included within the boundaries of the City of Loves Park Special Service Area Number 6 (Interstate Boulevard Maintenance SSA) is filed with the City Clerk of the City of Loves Park within sixty (60) days following the final adjournment of the public hearing objecting to the creation of the special service area, the issuance of bonds for the provision of special services to the area or the levy of taxes affecting the area, no such area may be created and no such bonds may be issued or taxes levied or imposed.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Amcure Investment Group
 330 Springcreek Rd.
 Rockford, IL 61107



9590 9402 3015 7124 7672 92

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Address

B. Received by (Printed Name)

C. Date of Delivery

1-14-11

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

PS Form 3:

7016 0910 0000 8573 5352

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SCL Business Park, LLC
 330 Springcreek Rd.
 Rockford, IL 61107



9590 9402 3015 7124 7672 85

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Address

B. Received by (Printed Name)

C. Date of Delivery

1-14-11

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

PS Form

7016 0910 0000 8573 5284

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Interstate Blvd. Property LLC
 330 Springcreek Rd.
 Rockford, IL 61107



9590 9402 3015 7124 7672 16

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Address

B. Received by (Printed Name)

C. Date of Delivery

1-14-11

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

PS Form 3:

7016 0910 0000 8573 5291

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Costco Wholesale Corp.
999 Lake Dr.
Issaquah, WA 98027



9590 9402 3015 7124 7672 23

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Address

B. Received by (Printed Name)

Tom [Signature]

C. Date of Delivery

1/14/19

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

PS Form 3811 July 2016 0910 0000 8573 5345

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lorri Garnhart
4096 Interstate Blvd
Lanes Park 61111



9590 9402 3015 7124 7672 47

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Address

B. Received by (Printed Name)

C. Date of Delivery

1-15-19

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

PS Form 3811 July 2016 0910 0000 8573 5338

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SCL Commercial, LLC
330 Spring Creek Rd.
Rockford, IL 61107



9590 9402 3015 7124 7672 78

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Address

B. Received by (Printed Name)

C. Date of Delivery

1-14-19

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

PS Form 3811 July 2016 7016 0910 0000 8573 5307

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jay Gemhart
 4090 Interstate Blvd
 Loves Park, IL 61111



9590 9402 3015 7124 7672 54

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Address

B. Received by (Printed Name)

C. Date of Delivery

1-15-1

D. Is delivery address different from item 1? If YES, enter delivery address below:

- Yes
- No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

PS Form 3849 7016 0910 0000 8573 5321

Domestic Return Receipt

EXHIBIT C
Legal Description of Special Service Area

SCL RETAIL SUBDIVISION PLAT
(PINS Pt of 12-02-226-002; 12-01-102-003

LOT 1 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 of PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 2 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 of PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 3 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 of PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS. .

LOT 4 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT A AS DESIGNATED UPON PLAT 1 OF THE BUSINESS PARK AT SPRING CREEK LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND PART OF THE SOUTHWEST QUARTER OF SECTION 36, BOTH IN TOWNSHIP 45 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159A AS DOCUMENT NO. 20181031601 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

SCL RETAIL SUBDIVISION PLAT No. 2

(PINS Pt of 12-01-151-004; 12-01-151-012;12-01-151-008; pt. of 12-01-151-011

LOT 5 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 AS DESIGNATED UPON PLAT NO. 2 OF RIVERSIDE I-90 CENTRE, ALL IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159B AS DOCUMENT NO. 20181031602 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 6 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 AS DESIGNATED UPON PLAT NO. 2 OF RIVERSIDE I-90 CENTRE, ALL IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159B AS DOCUMENT NO. 20181031602 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

LOT 7 AS DESIGNATED UPON THE PLAT OF SCL RETAIL SUBDIVISION PLAT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1 AND A RESUBDIVISION OF LOTS 2, 3 AND PART OF LOT 4 AS DESIGNATED UPON PLAT NO. 2 OF RIVERSIDE I-90 CENTRE, ALL IN TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH SUBDIVISION IS RECORDED OCTOBER 30, 2018 IN BOOK 49 OF PLATS ON PAGE 159B AS DOCUMENT NO. 20181031602 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

EXHIBIT D
Map of Special Service Area
Number 6 (Interstate Boulevard Maintenance SSA)

SEE ATTACHED

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.

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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.

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.

ORDINANCE NO.

AN ORDINANCE APPROVING THE PURCHASE OF REAL ESTATE AT 1535 WINDSOR ROAD, LOVES PARK, ILLINOIS, FOR CONSTRUCTION OF A FIRE STATION

WHEREAS, the City of Loves Park, Illinois (“City”), is a municipal corporation operating under the laws of the State of Illinois, in Winnebago County, Illinois; and

WHEREAS, pursuant to 65 ILCS 5/11-76.1-1, the City is authorized to purchase real property for public purposes; and

WHEREAS, the City has determined that the property located at 1535 Windsor Road, Loves Park, Winnebago County, Illinois having PIN Numbers 12-05-102-038 and 12-05-102-008 which Real Estate is legally described in the Exhibit to the Contract (“Property”) and which is owned by Rosie One, LLC should be acquired by the City for improvement and expansion of the neighboring fire station; and

WHEREAS, the City has determined that such purchase will provide benefit to the public, is in the best interests of the City and its citizens and is necessary for the public health, safety and welfare; and

WHEREAS, the City desires to enter into a lease with the current owner to allow for an orderly transition of possession of the property as well as an earlier start for renovations.

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

- 1) The above recitals are incorporated into this Ordinance as though fully set forth herein.
- 2) The attached Contract for the purchase of the Property (Exhibit A) and all associated documentation, including but not limited to the Lease attached thereto is hereby adopted by the City.
- 3) The Mayor is hereby authorized to sign the Contract and Lease with Rosie One, LLC in substantially similar form as attached hereto on behalf of the City
- 4) If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
- 5) All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

6) This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by The City Council of Loves Park this _____ day of _____, 2019

AYES:

NAYS:

PUBLISHED:

ABSENT:

ATTEST:

Mayor Gregory Jury

City Clerk Robert Burden

REAL ESTATE CONTRACT FOR PURCHASE AND SALE

THIS REAL ESTATE CONTRACT FOR PURCHASE AND SALE (“Contract”) is made and entered this _____ day of April 2019 (the “Contract Date”), by and between City of Loves Park, an Illinois municipal corporation (“City”) and Rosie One, LLC, an Illinois limited liability company (“Seller”).

WHEREAS, Seller is the owner of certain real estate located at 1535 Windsor Road, Loves Park in Winnebago County, Illinois having PIN Numbers 12-05-102-038 and 12-05-102-008 which Real Estate is legally described in the attached Exhibit “A” (“Property”); and

WHEREAS, City needs to acquire the Property to construct a fire station for the benefit of the City, thereby improving the public health, safety and general welfare.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it is hereby agreed between the parties hereto as follows:

1. **Recitals**. The above recitals are incorporated by reference herein and made a part hereof.
2. **Sale and Purchase of Property**. City agrees to purchase from Seller, and Seller agrees to sell to City on terms herein set forth, the Property.
3. **Purchase Price**. Subject to prorations and adjustments pursuant to this Contract, the consideration provided for the Property by the City to Seller shall be payment in the form of good funds in the sum of One Hundred Forty Thousand dollars (\$140,000.00) (“Purchase Consideration”), which shall be paid by City as follows:
 - A. Within one (1) business days of the Contract Date, City shall deposit with Title Underwriters in Rockford, Illinois, as Escrowee, the sum of One Thousand Dollars (\$1,000) to be held by Escrowee which shall be released to Seller at Closing; and
 - B. At Closing, City shall deliver to Seller the sum of One Hundred Thirty-Nine Thousand dollars (\$139,000.00), plus or minus pro-rations as hereinafter set forth.
4. **Title**. Seller agrees to order and furnish to City, within 20 days after this Contract Date a preliminary report on title as of the date hereof or later, which shall include a commitment for commercial title insurance with coverage in the amount of the purchase price, showing good and merchantable title to the vested in Seller subject only to the following permitted exceptions (“Permitted Exceptions”):
 - A. Non-delinquent real estate taxes;
 - B. Easements for the use of public utilities within ten feet of the boundaries of the Property provided they do not prohibit access onto the Property as contemplated by City;
 - C. Rights of the public in the State of Illinois in and to that portion of the Property taken, used or dedicated for public road purposes, including the Easement for Flood

Control as set forth in Permanent Easement for Ponding Area recorded as Document Number 0230208 in the office of the Winnebago County Recorder; and

- D. Zoning laws and ordinances, building and building line, use and occupancy restrictions and other conditions of record.

All customary title insurance and other charges imposed by Title Underwriters for commercial transactions, in addition to all other costs in connection with the closing shall be the responsibility of each party for their own respective costs and fees.

5. **Title Insurance.** Seller shall provide City, at Closing, an Owners Title Policy, with the cost of the Owners Title Policy and endorsements referenced in the prior section of this Contract allocated as provided therein.
6. **Representations and Warranties of Seller.** Seller represents and warrants to City to the best of Seller's knowledge, as of the date hereof and as of the date of Closing, as follows:
- A. Other than as contemplated by this Contract, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof which extend beyond the Closing Date.
- B. There are no actions, suits, mechanics' or materialmen's liens, legal proceedings, regulatory actions or any other proceedings to which Seller is a party, pending or threatening to the best knowledge of Seller, involving or affecting the Property or any portion thereof before any court or governmental agency.
- C. No Contract for the furnishing of any labor or materials to the Property have been given that are not fully preformed and satisfied and there are no unrecorded Contracts to purchase the Property.
- D. There are no maintenance, service or similar Contracts, whether written or oral, affecting the Property or any portion thereof which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the deed.
- E. During their period of ownership and/or control of the Property, directly or indirectly, and for all prior periods, to the best of Seller's knowledge: (a) the Property was and is in material compliance with all applicable Environmental Laws; (b) no Hazardous Materials (as defined below) have been released into the environment, or discharged, placed or disposed of at, on or under the Property in violation of applicable Environmental Laws unless such materials may have migrated underground from City's property to the west of the Property; (c) no underground storage tanks are or have been located on the Property; (d) the Property has not been used for the treatment, collection, storage or disposal of Hazardous Materials so as to require a permit under applicable Environmental Laws; (e) except as depicted on the Seller's deliveries to City, the Property does not contain any wetlands, as that term is defined in 33 CFP §320, et seq.; (f) Seller has not received from the United States Environmental Protection Agency any request for information pursuant to the authority of Section 104(e) of CERCLA, as

amended by SARA, Pub. L. 99-499, and pursuant to Section 3007 of RCRA, for the Property; and (g) Seller has not directed nor knowingly allowed any third party to release any Hazardous Material from or onto the Property. For purposes of this section, the term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois or the United States Government, including, but not limited to, any material, or substances which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317), (vii) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

- F. There are no boundary disputes.
- G. There are no inactive wells on the Property which are required to be abandoned or which have not been abandoned in compliance with current state laws and regulations.
- H. There are no active wells or cisterns on the Property.
- I. There are no actions, proceedings or investigations pending involving Seller which question the validity of this Contract or of any action taken or to be taken by Seller pursuant hereto or which materially affect the ability of the Seller to perform its obligations hereunder.
- J. The execution, delivery and performance by Seller of this Contract will not violate or constitute a default under any provision of any Contract or other instruments to which Seller is a party or by which Seller or any of its property is bound.
- K. Seller has the authority to enter into this Contract and to consummate the transactions contemplated hereby.
- L. No representation, warranty or statement of Seller in this Contract or any document to be furnished to City by Seller, pursuant to the transactions contemplated hereby contains or will contain any untrue statement of a material fact or will omit to state a material fact necessary to make the statements or facts contained therein not misleading.
- M. Without independent investigation or inquiry for the purpose of this transaction, there has never been an accident or other incident on the Property that resulted in contamination of the Property from hazardous materials, as defined herein.

- N. Seller is not a "foreign person" within the meaning of Internal Revenue Code §1445.

7. Inspections; Conditions Precedent.

- A. From and after the Contract Date, City and its agents will have the right: (a) to enter upon the Property to conduct the tests, inspections, studies, assessments and investigations contemplated under this Contract at any time and from time to time and (b) to make such tests, measurements and other inspections of the Property as City may deem desirable, including, without limitation: (i) any environmental assessment, evaluation or study (including, without limitation, floodplain and wetland assessments, "Phase I" and "Phase II" assessments (Phase II subject to Seller's reasonable approval of scope of the same), including laboratory testing of soil, water, ground water and other substances), (ii) soil, boring, percolation and other similar tests, (iii) topographic, engineering, traffic, parking and other feasibility studies, (iv) any test of the building systems, and (v) any evaluation of the structural components of the building. City will not be obligated to make any particular test, measurement or other inspection. In addition to any and all other conditions and contingencies in this Contract, City's obligations under this Contract will be and are hereby conditioned upon the following:
- (a) City determining, in City's sole discretion, that: (i) the Property complies with all Environmental Laws; (ii) there are no liabilities (contingent or otherwise) affecting the Property arising under any Environmental Laws; (iii) there are no underground or aboveground storage tanks, associated pipes or equipment located on or at the Property; (iv) there are no Hazardous Substances on, under, at, in or migrating to or from the Property; (v) no portion of the Property has been filled; and (vi) no portion of the Property is located within a flood plain, wetland, shoreland, environmental corridor, conservancy district or similarly restricted or sensitive area under local, state or federal regulations which would limit, restrict or inhibit City's intended use of the Property;
- (b) City determining, in City's sole discretion, that all physical aspects and conditions of the Property, including without limitation, the improvements, soil conditions, groundwater conditions, building systems, structural components or conditions, and topography, are acceptable to City.
- B. None of the foregoing tests, inspections, studies, inquiries and investigations will constitute a waiver by City of its right to rely on any warranties or representations contained in this Contract.
8. **Closing.** The date of Closing shall be May 21, 2019 unless otherwise agreed upon by the parties in writing. Closing shall take place at the office of Title Underwriters or as the parties may agree provided that title is shown to be good as provided for above and/or otherwise acceptable to City.
9. **Real Estate Tax Prorations.** Seller shall be responsible for any real estate taxes attributable to the period up through the date of Closing and during the period after closing

which Tenant occupies the Property pursuant to the Lease Agreement (Exhibit “B”), with City being responsible for any real estate taxes attributable thereafter. At closing, City shall be provided with a closing credit equal to 105% of the most recent year’s real estate tax bill, prorated through the date of Closing.

10. **Survival of Representations, Warranties and other Terms.** All Contracts, covenants, representation and warranties contained or referred to herein shall survive the execution and delivery of this Contract and Closing for 12 months. The liability of City or Seller, as the case may be, by reason of such Contracts, covenants, representations and warranties shall be unaffected by any investigation made by or on behalf of the other, except as otherwise provided herein. Any condition which would be a breach of Seller’s covenants, representations and warranties, known to the City at or prior to the time of Closing, if Closing occurs, shall not be a basis for a claim of breach of Seller’s covenants, representations and warranties.
11. **Remedies.** If Seller shall be in default in any one of the covenants, representations or warranties herein contained, then City may, at its option, (a) enforce this Contract by specific performance, or (b) have any and all other remedies available to it at law or in equity. If City shall be in default in any one of the covenants, representations or warranties herein contained, then Seller may, at its option, (c) enforce this Contract by specific performance, or (d) have any and all other remedies available to them at law or in equity. All such remedies shall be cumulative and the initial election of one remedy shall not preclude the subsequent election of any other remedy by the party entitled to that remedy. In the event of any litigation, the prevailing party shall be entitled to reasonable attorney’s fees and costs.
12. **Delivery of Documents and Other Items at Closing.** At the time of Closing, Seller shall deliver to City the following items and documents:
 - A. Warranty Deed from Seller to City conveying the Property subject only to the Permitted Exceptions;
 - B. Real Estate transfer declaration executed by Seller;
 - C. ALTA Extended Coverage Statement and personal undertaking (GAP) in the forms used by the title insurance company; and
 - D. Such documents as may be required by the title insurer for the issuance of title insurance in form and with endorsements as required by this Contract.
13. **Possession and Condition of the Property.** As part of this Contract, City shall enter into the Lease Agreement attached as Exhibit B as an accommodation to Seller since Seller was not prepared to deliver possession of the Property to City at Closing. Pursuant to the terms of the Lease Agreement, City shall receive possession of the Property prior to October 1, 2019. During the term of the Lease, the City is allowed to perform inspections, construction and make such other improvements and take such other actions to improve the Property for use as a Fire Station, provided the same does not materially interfere with Seller’s use of the Property.

- E. This Contract shall be construed and enforced pursuant to the laws of the State of Illinois.
- F. Contract Date. Each party has caused this Contract to be executed and delivered on the date first set forth above (“Contract Date”).
- G. Electronic Copy Treated as Original. Any signed document transmitted by fax or e-mail shall be considered an original document and shall have the binding and legal effect of an original document. The signature of any party upon a faxed document or other copy sent by electronic mail shall be considered an original signature.
- H. This Contract shall inure to and be binding upon the successors and assigns of the parties hereto.

[signature page on following page, remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller has signed this Contract on March _____, 2019 and may only revoke this its offer after April 15, 2019 if City had not counter-signed this Contract before April 15, 2019. The City shall fill in the Contract Date on the first page of this Contract with the date it signs this Contract.

CITY:

City of Loves Park, an Illinois municipal corporation

Gregory R. Jury, Mayor

Attested by Robert Burden
City Clerk

SELLER:

Rosie One, LLC, an Illinois Limited Liability Company

Michael Magdziarz, its Manager

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Exhibit A

PARCEL 1:

PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION, 650.00 FEET EAST OF THE NORTHEAST CORNER OF THE PLAT OF LARSON'S INDUSTRIAL TRACTS, BEING A SUBDIVISION OF PART OF THE SAID QUARTER SECTION, THE PLAT OF WHICH IS RECORDED IN BOOK 27 OF PLATS ON PAGE 37 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 42' 30" WEST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 148.79 FEET; THENCE NORTH 90 DEGREES 00' WEST, PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 115.38 FEET; THENCE NORTH 8 DEGREES 15' 38" EAST, A DISTANCE OF 117.00 FEET TO A POINT 33.00 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 42' 30" EAST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 33.00 FEET TO THE PLACE OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS;

AND

PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF THE PLAT OF LARSON'S INDUSTRIAL TRACTS, BEING A SUBDIVISION OF PART OF SAID QUARTER SECTION, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 27 OF PLATS ON PAGE 37 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 750.00 FEET; THENCE SOUTH 00 DEGREES 42' 30" WEST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 148.79 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 42' 30" WEST, A DISTANCE OF 35.11 FEET; THENCE SOUTH 81 DEGREES 16' 49" WEST, A DISTANCE OF 124.21 FEET; THENCE NORTH 8 DEGREES 15' 38" EAST, A DISTANCE OF 54.50 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 115.38 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

PARCEL 2:

PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION, 750.00 FEET EAST OF THE NORTHEAST CORNER OF THE PLAT OF LARSON'S INDUSTRIAL TRACTS, BEING A SUBDIVISION OF PART OF SAID QUARTER SECTION, THE PLAT OF WHICH IS RECORDED IN BOOK 27 OF PLATS ON PAGE 37 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 100.0 FEET; THENCE SOUTH 00 DEGREES 42' 30" WEST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 159.90 FEET; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 100.0 FEET; THENCE NORTH 00 DEGREES 42' 30" EAST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 159.90 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

NOTE FOR INFORMATION ONLY:

CKA: 1535 WINDSOR RD., LOVES PARK, IL 61111

PINS: 12-05-102-038 (PARCEL 1 IMPROVED)

12-05-102-008 (PARCEL 2 VACANT)

EXHIBIT B
LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made by and between the **City of Loves Park**, an Illinois Municipal Corporation, or its assigns (“City”) and **Rosie One, LLC, an Illinois Limited Liability Company**, (“Tenant”) on May _____, 2019.

1. **Lease of Premises.**

- a. City hereby leases to Tenant and Tenant hereby leases from City the Premises as defined in this Lease.
- b. This Lease is subject to the terms, covenants and conditions herein set forth and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of its terms, covenants and conditions.

2. **Definitions and Lease Conditions.** As used in this Lease, the following terms have the following meanings:

- a. **Premises:** The real estate, including all improvements thereon, legally described in Exhibit “A”, commonly known as 1535 Windsor Rd. Loves Park, Illinois, 61111 (“Premises”).

b. **Addresses:**

City’s Mailing Address: City of Loves Park
Attn: Mayor Gregory R. Jury
100 Heart Boulevard
Loves Park, IL 61111

With a Copy to: Nicolosi Galluzzo, LLP
Attn : Attorney Gino Galluzzo
6735 Vistagreen Way, Suite 210
Rockford, Illinois 61107

Tenant’s Mailing Address: Rosie One, LLC
1535 Windsor Rd.
Loves Park, IL 61111

With a Copy to:

- c. **Lease Term:** The Lease Term shall commence the date of this Lease and terminate at 11:59 p.m. on October 1, 2019.
- d. **Minimum Rent:** The monthly Minimum Rent is due on the 1st day of each successive calendar month for the duration of the Lease Term and any extensions thereof. The amount of Minimum Rent for each month through the Lease Term will be One Dollar (\$1) to be paid in full for the Lease Term upon signing of this Lease.
- e. **Use:** Tenant’s use of the Premises shall be limited to use as existing on the date this Lease is signed.
- f. **Condition of Premises:** Lessee acknowledges that Lessee has had an opportunity to examine the Premises, including the grounds, and that they are, at the time of this lease, in good order, repair, and a safe, clean and leasable condition. Lessee accepts the Premises in its “as is” condition without

warranty and City shall not be required to make any improvements whatsoever to the Premises during the Term of the Lease. All improvements, repairs and replacements during the Term of the Lease shall be the responsibility of Tenant.

3. **Additional Rent.** Tenant agrees to pay City, in addition to Minimum Rent, all interest and penalties that may accrue thereon in the event of the failure of Tenant to pay those items, and all other damages, costs, expenses, and sums that the City may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease shall be deemed to be Additional Rent ("Additional Rent"). Except as otherwise expressly provided herein, payments of Additional Rent shall be pro-rated to account for the beginning and termination of the Term and shall be payable without any deduction or set-off whatsoever. In the event of nonpayment, City shall have all the rights and remedies as provided in this lease agreement for failure to pay rent.
4. **Compliance with Law.** Tenant shall not use the Premises or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.
5. **Alterations and Additions.** Tenant shall not make or allow to be made any structural alterations, additions or improvements to or of the Premises or any part thereof without permission from the City.
6. **Maintenance.** Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and lighting fixtures and conduits, and heating and air conditioning system. Tenant shall, at Tenant's cost, be responsible for janitorial services at the Premises and for regular trash and refuse removal with Tenant's use and occupancy of the Premises in compliance with all applicable laws and regulations.
7. **Liens.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant.
8. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof.
9. **Hold Harmless.**
 - a. Except as to claims arising out of the negligence or willful misconduct of the City and its agents and employees, Tenant shall indemnify and hold harmless City against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless City against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against City by reason of such claim, Tenant upon notice from City shall defend the same at Tenant's expense by counsel reasonably satisfactory to City. Tenant shall give prompt notice to City in case of casualty or accidents in the Premises.
 - b. Except as to losses arising from the willful misconduct of the City and its agents and employees, City or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part

of the Premises or from the pipes, appliances or plumbing therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever.

10. **Insurance.**

- a. Tenant shall maintain, at its sole cost and expense, the following insurance for the Premises:
 - i. "All Risks of Physical Loss" property insurance (sometimes referred to herein as "Casualty Insurance") covering all Tenant personal property attached to, located at or otherwise associated with the Premises in amounts not less than one hundred percent (100%) of the full replacement value, all of such insurance to have a deductible not greater than Ten Thousand Dollars (\$10,000);
 - ii. Contractual and commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, written on an "Occurrence Basis," and shall provide minimum protection with a combined single limit in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) and Two Million and No/100 Dollars (\$2,000,000.00) in General Aggregate. Such insurance shall provide for contractual liability coverage, and coverage for (1) completed operations; (2) personal injury protection; (3) sprinkler leakage/water damage legal liability; (4) fire legal liability, if not otherwise covered under the comprehensive form of public liability insurance; and (5) employees as additional insured coverage;
 - iii. Workers' compensation insurance, in at least statutory amounts, covering all persons employed by Tenant on the Premises in connection with any work done on or about any of the Premises for which claims for death or bodily injury could be asserted against City, Tenant or the Premises, and employees liability coverage with limits of not less than \$100,000 each accident, \$100,000 bodily injury and disease, each employee, \$500,000 bodily injury by disease policy limit;
 - iv. If applicable, Tenant also shall provide and keep in force automobile liability and property damage insurance for all owned, non-owned and hired vehicles insuring against liability for bodily injury and death and for property damage in an amount determined from time to time by City, but not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage;
- b. Every insurance policy maintained pursuant to this Lease shall (i) provide that the issuer waives all rights of subrogation against City, any successor to City's interests in the Premises, and (ii) provide that thirty (30) days' advance written notice of cancellation, termination or lapse of coverage shall be given to City, and (iii) be primary and without right or provision of contribution as to any other insurance carried by Landlord, if any.
- c. The insurance required by Section 10(a) shall be written by companies having a rating by Best's Insurance Rating of not less than A-/VIII, and all such companies shall be domiciled in the United States of America and be authorized to do an insurance business in the State, or otherwise agreed to by City. If said insurance or any part thereof shall expire, be withdrawn, become void by breach of any condition thereof by Tenant or become void or unsafe by reason of the failure or impairment of the capital of any insurer, Tenant shall immediately obtain new or additional insurance reasonably satisfactory to City.
- d. All policies of property insurance provided for herein shall name the City as loss payee and all liability policies shall name the City as additional insured, and the policies required under Section 10(a) above shall identify the Landlord as the owner of the Premises.

11. **Restoration.** All proceeds and other payments from insurance policies referenced in Section 10 above shall be payable to Landlord. The Lease Term will not be extended by any destruction or damage to the Premises which may make any part of the Premises untenable.

12. **Utilities.** Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises..

13. **Holding Over**. If Tenant remains in possession of the Premises or any part thereof after the expiration date of the Lease, Lessee shall be required to pay City Two Hundred and 00/100 Dollars (\$200.00) per day for each day Lessee remains in possession.
14. **Entry and Construction Rights of City**. City reserves and shall, upon reasonable notice by City and at reasonable times during business hours, have the right to enter the Premises to inspect the same. City at any and all times shall have the right to use any and all means which City may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by City by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of the Tenant from the Premises or any portion thereof. The City may perform inspections, site visits and construction on the Premises during ordinary business hours in order to prepare the Premises for its ultimate use for City fire station purposes. The City acknowledges that its inspections, site visits and construction cannot unreasonably interfere with Tenant's right to use the Premises, but Tenant acknowledges reasonable interruption with their use will likely occur.
15. **Tenant's Default**. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant (a "**Default**"):
 - a. The vacation or abandonment of the Premises by Tenant for a period of ten (10) consecutive days; or
 - b. The failure of Tenant to pay any installment or payment of Minimum Rent or Additional Rent, when due, which failure continues for a period of **ten (10) days after written notice thereof from City to Tenant**, provided that no such written notice is required from City if City has already provided written notice of failure of payment on two separate occasions in the same calendar year; or
 - c. A general assignment by Tenant or any guarantor of Tenant's obligations hereunder for the benefit of creditors; or
 - d. A receivership, attachment, or other judicial seizure of substantially all of Tenant's assets on the Premises, such attachment or other seizure remaining undismissed or undischarged for a period of sixty (60) days after the levy thereof; or
 - e. The death or disability of Tenant or any guarantor of Tenant's obligations hereunder, if Tenant or such guarantor is a natural person, or the failure by Tenant or any such guarantor to maintain its legal existence, if Tenant or such guarantor is a corporation, partnership, limited liability company, trust or other legal entity except for in the case of a Permitted Transfer; or
 - f. An assignment or sublease, or attempted assignment or sublease, of this Lease or the Premises by Tenant contrary to the provisions of this Lease, unless such assignment or sublease is expressly conditioned upon Tenant having received City's consent thereto; or
 - g. Any insurance required to be maintained by Tenant pursuant to this Lease shall not be canceled, terminated, expire, be reduced or materially changed, except as permitted in this Lease; or
 - h. Any failure, within thirty (30) days' notice from City, by Tenant to discharge any lien or encumbrance placed on the Building, Premises or any part of the real property upon which the same is situated or to deposit with City an amount of money which, from time to time, is reasonably determined by City to be sufficient to fully discharge the lien or encumbrance and any associated legal fees and interest which could become due should the lien or encumbrance be enforceable against the Building, Premises or any part of the real estate upon which the same is situated; or

- i. Any failure by Tenant to observe the Rules and Regulations required to be adhered to by Tenant or Tenant's use of the Premises for purpose not delineated in this Lease, after thirty (30) days' notice from City of such failure to observe provided that no such written notice is required from City more than twice per calendar year; or
- j. Any failure by Tenant to comply with the use restrictions set forth herein which such failure continues for ten (10) days after written notice thereof has been sent from City to Tenant; or
- k. Failure of Tenant to vacate and tender possession of the Premises to City at the end of the Lease Term; or
- l. The failure in the performance or observance of any other of Tenant's covenants, agreements or obligations hereunder (except those failures specified as a Default in subparagraphs which shall be governed by such other subparagraphs), which failure continues for thirty (30) days after written notice thereof has been sent from City to Tenant (unless the default involves a hazardous condition, which shall be cured forthwith upon City's demand), provided, however, that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such thirty (30) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph so long as Tenant thereafter diligently and continuously prosecutes the cure to completion and actually completes such cure within sixty (60) days after the giving of the aforesaid written notice.

16. **City's Remedies.** Upon the occurrence of any Default, City may, upon notice to Tenant, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or otherwise or elsewhere herein:

- a. terminate this Lease by giving to Tenant written notice of City's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in such notice;
- b. enforce the provisions of this Lease and may enforce and protect the rights of City hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and for the enforcement of any other appropriate legal or equitable remedy, including without limitation: (i) injunctive relief, (ii) recovery of all monies due or to become due from Tenant under any of the provisions of this Lease, and (iii) any other damage incurred by City by reason of Tenant's default under this Lease.

If City exercises any of the remedies provided for in Section 16(a) or 16(b) above, Tenant shall surrender possession of and vacate the Premises and immediately deliver possession thereof to City in the condition required by this Lease, and City may re-enter and take complete and peaceful possession of the Premises.

17. **Default by City.** City shall not be in default unless City fails to perform obligations required of City within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to City specifying wherein City has failed to perform such obligation. If the nature of City's obligation is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

18. **General Provisions.**

- a. **Plats and Riders.** Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.
- b. **Waiver.** The waiver by either party of any term, covenant or condition herein contained shall not

be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of City's knowledge of such preceding default at the time of the acceptance of such rent.

- c. **Marginal Headings.** Other than those identified in the Definition section of this lease, the marginal headings and section titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any party hereof.
- d. **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- e. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- f. **Recordation.** Neither City nor Tenant shall record this Lease.
- g. **Prior Agreement.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.
- h. **Partial Invalidity.** If any provision of this Lease is deemed to be invalid, void, or illegal, such provision shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- i. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- j. **Choice of Law.** This Lease shall be governed by the laws of the State in which the Premises are located.
- k. **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover its expenses and costs, including its attorney's fees and expert witness fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable.
- l. **Notices.** Any notices required, permitted or desired to be given hereunder this Lease shall either be (i) delivered personally; (ii) sent by nationally recognized overnight courier; or (iii) mailed via registered certified mail, return receipt requested, to the following addresses, and shall be deemed to have been received on the day of personal delivery, one (1) business day after deposit with a nationally recognized overnight courier or three (3) business days after deposit in the mail. Notices which are not personally delivered to either party shall be sent to the addresses contained herein.
- m. **Mitigation/reasonableness.** City and Tenant shall use reasonable efforts to mitigate any of their respective damages in the event of a default by the other. Wherever either party to the Lease is required or requested to give its consent, such consent shall not be unreasonably withheld.
- n. **Authority of Tenant.** If Tenant is a corporation, each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds

the corporation. If Tenant is a partnership, each individual, executing this Lease for Tenant represents and warrants that he, she or it is a general partner of the partnership, that he, she or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. If Tenant is a limited liability company, each individual executing this Lease on behalf of Tenant presents and warrants that he or she has full authority to do so and that this Lease binds the limited liability company. If Tenant is a trust, each individual executing this Lease on behalf of Tenant presents and warrants that he or she has full authority to do so and that this Lease binds the trust.

19. **Compliance.** The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environment Response Compensation and Liability Act, and The Americans with Disabilities Act.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands the day and year first above written.

CITY:

City of Loves Park, an Illinois municipal corporation

Gregory R. Jury, Mayor

Attested by Robert Burden
City Clerk

LESSEE:

Rosie One, LLC, an Illinois limited liability company

Michael Magdziarz, Managing Agent

Exhibit A

Legal Description

Exhibit A

PARCEL 1:

PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION, 650.00 FEET EAST OF THE NORTHEAST CORNER OF THE PLAT OF LARSON'S INDUSTRIAL TRACTS, BEING A SUBDIVISION OF PART OF THE SAID QUARTER SECTION, THE PLAT OF WHICH IS RECORDED IN BOOK 27 OF PLATS ON PAGE 37 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 42' 30" WEST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 148.79 FEET; THENCE NORTH 90 DEGREES 00' WEST, PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 115.38 FEET; THENCE NORTH 8 DEGREES 15' 38" EAST, A DISTANCE OF 117.00 FEET TO A POINT 33.00 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 42' 30" EAST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 33.00 FEET TO THE PLACE OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS;

AND

PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF THE PLAT OF LARSON'S INDUSTRIAL TRACTS, BEING A SUBDIVISION OF PART OF SAID QUARTER SECTION, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 27 OF PLATS ON PAGE 37 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 750.00 FEET; THENCE SOUTH 00 DEGREES 42' 30" WEST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 148.79 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 42' 30" WEST, A DISTANCE OF 35.11 FEET; THENCE SOUTH 81 DEGREES 16' 49" WEST, A DISTANCE OF 124.21 FEET; THENCE NORTH 8 DEGREES 15' 38" EAST, A DISTANCE OF 54.50 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 115.38 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

PARCEL 2:

PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION, 750.00 FEET EAST OF THE NORTHEAST CORNER OF THE PLAT OF LARSON'S INDUSTRIAL TRACTS, BEING A SUBDIVISION OF PART OF SAID QUARTER SECTION, THE PLAT OF WHICH IS RECORDED IN BOOK 27 OF PLATS ON PAGE 37 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; THENCE EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 100.0 FEET; THENCE SOUTH 00 DEGREES 42' 30" WEST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 159.90 FEET; THENCE NORTH 90 DEGREES WEST, A DISTANCE OF 100.0 FEET; THENCE NORTH 00 DEGREES 42' 30" EAST, PARALLEL WITH THE EAST LINE OF LARSON'S INDUSTRIAL TRACTS, A DISTANCE OF 159.90 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

NOTE FOR INFORMATION ONLY:

CKA: 1535 WINDSOR RD., LOVES PARK, IL 61111

PINS: 12-05-102-038 (PARCEL 1 IMPROVED)

12-05-102-008 (PARCEL 2 VACANT)

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A PIERCE IMPEL FIRE TRUCK FOR THE LOVES PARK FIRE DEPARTMENT

WHEREAS, the City of Loves Park, Illinois (“City”), is a municipal corporation operating under the laws of the State of Illinois, in Winnebago County, Illinois; and

WHEREAS, pursuant to 65 ILCS 5/11-76.1-1, the City is authorized to purchase items for public purposes; and

WHEREAS, the City has determined that the City of Loves Park Fire Department needs to replace its ladder truck with pumping capacity and that such a purchase will provide benefit to the public, is in the best interests of the City and its citizens, and is necessary for the public health, safety and welfare; and

WHEREAS, the City desires to enter into a contract with Global Emergency Products for the purchase of this piece of fire apparatus having determined that it offers the best price for this unit.

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

- 1) The above recitals are incorporated into this Ordinance as though fully set forth herein.
- 2) The attached Contract for the purchase of a Pierce Impel PUC 107’ Ascendant fire truck at a cost of Nine Hundred Twenty-Eight Thousand Eight Hundred Dollars (\$928,800.00) is hereby approved.
- 3) The funds for such purchase are to come from the fiscal year 2020 budget and are to be paid from account number 01-12-8550, New Equipment.
- 4) The Mayor is hereby authorized to sign the Contract with Global Emergency Products, a Division of Temco Machinery, Inc., in substantially similar form as attached hereto as Exhibit A, on behalf of the City
- 5) If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions thereof.
- 6) All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
- 7) This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by The City Council of Loves Park this _____ day of _____, 2019

AYES:

NAYS:

ABSENT:

ATTEST:

Mayor Gregory Jury

City Clerk Robert Burden

PUBLISHED:



PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein), made and entered into by and between Global Emergency Products, a division of Temco Machinery, Inc., (“Company”), and City of Loves Park Fire Department (“Customer”) is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Company Proposal”** means the proposal provided by Company attached as **Exhibit “C”** prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase and abide by the Payment Terms for the Product specified on **Exhibit “A”** for the total purchase price **\$928,800.00** (“Purchase Price”). Prices are in U.S. funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a “Certificate of Insurance” and “FULL PAYMENT” prior to release of the vehicle, unless prior arrangements for vehicle’s release have been made.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer’s approval before proceeding.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change (“Change Order”). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by the Customer before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within **60-90 days** of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing plant, **Appleton, WI**. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Global Emergency Products
Fire Apparatus Sales Administrator
1401 N. Farnsworth Ave.
Aurora, IL 60505

Customer
City of Loves Park Fire Department
Fire Chief Jerry Wiltfang
400 Grand Ave.
Loves Park, IL 61111

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as **Exhibit “B”** and made a part of this agreement. Any additional warranties must be expressly approved in writing by Pierce Manufacturing. As the authorized Dealer for Pierce Manufacturing, Global Emergency Products, Sells, Services and Administers the Manufacturer’s Warranty, for all Pierce Manufacturing Products.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company’s own negligence, or otherwise.

11. Insurance. Customer must provide Company with **“Certificate of Insurance”** upon pick up of apparatus at Company facility.

12. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company’s control which make Company’s performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Illinois.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

21. Additional Orders: Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

Accepted and agreed to:

GLOBAL EMERGENCY PRODUCTS

CITY OF LOVES PARK FIRE DEPARTMENT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

PURCHASE PAYMENT TERMS & CONDITIONS

Global Emergency Products
Fire Apparatus Sales Administrator
1401 N. Farnsworth Ave.
Aurora, IL 60505

Date: March 8, 2019

Customer Name: City of Loves Park Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Impel*	PUC 107' Ascendant*	\$928,800.00**

***STOCK UNIT JOB #30626 – SUBJECT TO PRIOR SALE.**

****Unit price includes \$10,000.00 fund for customer graphics and EMS cabinets.**

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS"

100% of contract price, including any additions or changes, is due no later than June 1st, 2019.

"TAXES"

Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT"

Payment is due no later than June 1st, 2019. After that interest will accrue at 1.5% over the current prime rate, as listed in the Wall Street Journal.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Illinois.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF 3/8/2019 BETWEEN GLOBAL EMERGENCY PRODUCTS AND City of Loves Park Fire Department WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? Yes No

If yes, please provide lienholder information. _____

EXHIBIT "B"

PIERCE WARRANTY

SEE ATTACHED PROPOSAL OPTION LIST Stock 30626 Bid Number 939 Dated 3/8/2019 FOR ALL APPLICABLE WARRANTIES.

NOTE: GLOBAL EMERGENCY PRODUCTS, ADMINISTER'S THE PIERCE WARRANTY.

EXHIBIT "C"

COMPANY PROPOSAL

SEE ATTACHED PROPOSAL OPTION LIST Stock 30626 Bid Number 939 Dated 3/8/2019.



Proposal Option List

3/8/2019

Customer:	Loves Park Fire Department, City of	Bid Number:	939
Representative:	Rudnicki, Dan	Job Number:	
Organization:	Global Emergency Products Inc.	Number of Units:	1
Requirements Manager:		Bid Date:	02-25-2019
Description:	Stock# 30626 107 puc	Stock Number:	30626
Body:	Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	Price Level:	35 (Current: 38)
Chassis:	Impel Chassis, Aerials, Single Axle, Ascendant PUC		

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0537375		Unit of Measure, US Gallons	1
11	0030006		Bid Bond Not Requested	1
12	0540326		Performance Bond, Not Requested	1
13	0000007		Approval Drawing	1
14	0002928		Electrical Diagrams	1
15	0612101		Impel Chassis, Aerials, Single Axle, Ascendant PUC	1
16	0000110		Wheelbase	1
			Wheelbase - 234.00"	
17	0000070		GVW Rating	1
			GVW rating - 57,500 #	
18	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
19	0604483		Frame Liner, Inv "L" 12.68" x 3.00" x .25", AXT/Vel/Imp, 107' ASL, 56" Qval,	1
20	0605406	SP	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Imp/Vel (425 Tires)	1
21	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf	1
22	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
23	0000322		Oil Seals, Front Axle	1
24	0677592		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply, Fire Service Load Rating	1
25	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
26	0598516		Axle, Rear, Meritor RS30-185, 33,500 lb, Imp/Vel/DCF	1
27	0602744		Top Speed of Vehicle, Non-NFPA 2016 Compliant	1
			Top Speed of Vehicle - 67	
28	0122073		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Dash CF/Enf	1
29	0000485		Oil Seals, Rear Axle	1
30	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
31	0019675		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1
32	0568081		Tire Balancing, Counteract Beads	1
33	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
34	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
35	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
36	0057936		Covers, Lug Nut, Chrome	1
37	0002045		Mud Flaps, w/logo front & rear	1
38	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
39	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
40	0010670		ABS Wabco Brake System, Single rear axle	1
41	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
42	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
43	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1

Line	Option	Type	Option Description	Qty
44	0000786		Brake Reservoirs, Four	1
45	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
46	0000790		Brake Lines, Nylon	1
47	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well Qty, Air Coupling (s) - 1	1
48	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
49	0795323		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, REPTO, Imp/Vel	1
50	0001244		High Idle w/Electronic Engine, Custom	1
51	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
52	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
53	0123135		Air Intake, w/Ember separator, Imp/Vel	1
54	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
55	0557543		Radiator, Impel/Velocity	1
56	0511425		Cooling Hoses, Rubber	1
57	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
58	0001129		Lines, Fuel	1
59	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Brushed Stainless	1
60	0552793		Not Required, Fuel Priming Pump	1
61	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
62	0699437		Cooler, Chassis Fuel, Not Req'd.	1
63	0690880		No Selection Required From This Category	1
64	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
65	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
66	0517604		Transmission Programming, Park to Neutral, PUC	1
67	0684459		Transmission Oil Cooler, Modine, External	1
68	0001370		Driveline, Spicer 1710	1
69	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
70	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
71	0621843		Steering Wheel, 4 Spoke without Controls, Impel	1
72	0559647		Pierce Logo on Horn Button	1
73	0123625		Bumper, 19" Extended, Imp/Vel	1
74	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
75	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray Stay arm, Tray Cover - b) Pneumatic Stay Arm	1
76	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
77	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
78	0647263		Cab, Impel FR, 7000, PUC	1
79	0668309		Engine Tunnel, ISL and DD13, Impel/Velocity FR	1
80	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
81	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
82	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
83	0527034		Trim, S/S Band, Across Cab Face, Rect Lights, Impel Material Trim/Scuffplate - e) S/S, Patterned Turnsignal Covers - Polished S/S Covers	1
84	0087357		Molding, Chrome on Side of Cab	1
85	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
86	0651316		Door, Half-Height, Impel FR 4-Door Cab, Level Roof Key Model, Cab Doors -	1
87	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
88	0667905		Storage Pockets w/ Elastic Cover, Recessed, Impel/Velocity FR	1
89	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
90	0606691		Steps, 4-Door Cab, Dual, 2" Larger Middle and Bottom Steps, Imp/Vel Light, Step, Additional - Amdor, 4 Dr Cab	1
91	0509649		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step	1
92	0002140		Fenders, S/S on Cab	1
93	0603144		Window, Side of C/C, Fixed, Impel	1

Line	Option	Type	Option Description	Qty
94	0552941		Not Required, Trim, Cab Side Windows, Impel	1
95	0603142		Windows, Rear CC, (2) 11.25" x 18", Impel	1
96	0553197		Not Required, Trim, Cab Rear Windows, Impel	1
97	0667960		Cab Interior, Vinyl, Painted Walls, Imp/Vel FR Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	1
98	0667943		Cab Interior, Paint Color, Impel/Veloccity FR Color, Cab Interior Paint - i) fire smoke gray	1
99	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
100	0667936		Heater/defroster, Dual Zone Control, Impel/Veloccity FR	1
101	0603347		Air Conditioning, Dual Zone Control, Impel/Veloccity FR Paint Color, A/C Condenser - Painted by OEM	1
102	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1
103	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
104	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim Qty, - 01	1
105	0122516		Fluid Check Access, Imp/Vel	1
106	0583042		Side Roll and Frontal Impact Protection	1
107	0622617		Seating Capacity, 6 Seats	1
108	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
109	0696994		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA, Safety	1
110	0002517		Not Required, Radio Compartment	1
111	0122183		Seat, Rear Facing C/C, DS Outboard, Pierce PS6, Premium, SCBA, Safety	1
112	0102783		Not Required, Seat, Rr Facing C/C, Center	1
113	0122186		Seat, Rear Facing C/C, PS Outboard, Pierce PS6, Premium, SCBA, Safety	1
114	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
115	0122744		Seat, Forward Facing C/C, Center, (2) Pierce PS6, Premium, SCBA, Safety	1
116	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
117	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - c) Black	1
118	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 05	5
119	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
120	0604863		Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF	1
121	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
122	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
123	0631776		Not Required, Overhead Map Lights	1
124	0602622		Portable Hand Light, Provided by Fire Department, Quint NFPA 2016 Classification	1
125	0594554		Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1
126	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
127	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
128	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
129	0611681		Switching, Cab, Membrane, Impel/Veloccity/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnls - Driver's Side Overhead	1
130	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Veloccity	1
131	0002565		Hourmeter, Aerial Inside Cab	1
132	0002615		Switch, Aerial 12V Master	1
133	0002617		PTO switch, w/light - aerial	1
134	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - Officer Dash	2
135	0615214		Vehicle Information Center, LCD On Gauge Cluster w/7" Color Disp, Touchscreen, Imp Location, CZ Display - DS Instrument Panel, Impel Camera System	1

Line	Option	Type	Option Description	Qty
135			System Of Measurement - US Customary	
136	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
137	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
138	0653526		Camera, Pierce, Driver Mux, Rear Camera Only	1
			Camera System Audio - Not Provided	
139	0615105		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Imp, WiFi	1
140	0624255		Electrical System, Impel	1
141	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
142	0008621		Battery System, Single Start, All Custom Chassis	1
143	0123174		Battery Compartment, Imp/Vel	1
144	0614406		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, AXT/DCF/Vel/Imp	1
145	0515703		Location, Charger, Cab Behind Driver Seat	1
146	0530951		Location, Bat Chrg Ind, DS Behind Cab Door	1
147	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
148	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
149	0647728		Alternator, 430 amp, Delco Remy 55SI	1
150	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
151	0648713		Headlights, Rectangular LED, JW Speaker, Imp/Vel	1
			Color, Headlight Housing and Trim -	
152	0648425		Light, Directional, WIn 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
153	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
154	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
155	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts	1
			Light Guard - Without Guard	
156	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	
157	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
158	0085910		Lights, Backup Included in Signal Cluster	1
159	0664481		Bracket, License Plate & Light, P25 LED	1
160	0589905		Alarm, Back-up Warning, PRECO 1040	1
161	0666455		Lights, Perimeter Cab, Amdor AY-9500-020 LED 4Dr	1
			Control, Perimeter Lts -	
162	0617921		Lights, Perimeter Pump House, Amdor AY-9500-020 LED 2lts	1
			Control, Perimeter Lts -	
163	0616284		Lights, Perimeter Body, Amdor AY-9500-020 LED 2lts, Turntable Access	1
			Control, Perimeter Lts - Parking Brake Applied	
			Color, Lt Housing HiViz -	
164	0604548		Lights, Step, P25 LED, Aerial With PUC Pump 2Lts, Park Brake	1
165	0586888		Bracket, Alum. Trdplate, 12V Recessed Flood Lights, Compt Top, Each	2
			Location - centered above compartments D2 and P2	
			Qty, - 02	
166	0795921		Light, Whelen, 12V PFS2* Pioneer LED, 2nd	1
			Switch, light control -	
			Location, Lights - centered above compartment P2 in 4-way aluminum box.	
			Qty, - 01	
			Length -	
			Switch, Lt Control 1 -	
			Switch, Lt Control 2 -	
			Switch, Lt Control 3 -	
			Switch, Lt Control 4 -	
			Switch, Lt Control, Rear Work -	
			Color, WIn Lt Housing - Red #106 Paint	
			Control, Scene Lts - PS Scene Lts	

Line	Option	Type	Option Description	Qty
166			Control, Rear Scene Lts - Control, Lts - Mount, Wln - Semi-recessed Chrome 0 deg P**2 Control, LEDs 1st - Control, LEDs 2nd - Control, LEDs 3rd -	
167	0796083		Light, Whelen, 12V PFS2* Pioneer LED, 1st Switch, light control - Location, Lights - centered above compartment D2 in 4-way aluminum box. Qty, - 01 Length - Switch, Lt Control 1 - Switch, Lt Control 2 - Switch, Lt Control 3 - Switch, Lt Control 4 - Switch, Lt Control, Rear Work - Color, Wln Lt Housing - Red #106 Paint Control, Scene Lts - DS Scene Lts Control, Rear Scene Lts - Control, Lts - Mount, Wln - Semi-recessed Chrome 0 deg P**2 Control, LEDs 1st - Control, LEDs 2nd - Control, LEDs 3rd -	1
168	0640629		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 1st Location, Lights - behind driver side crew cab door, high as possible Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - DS Pump Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	1
169	0640627		Light, Wln, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 2nd Location, Lights - behind passengers side crew cab door, as high as possible Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - DS Pump Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Chrome Flange	1
170	0795778		Light, Visor, Wln, 12V PFS2* Pioneer LED Fld/Spt 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS Scene Lt Optics, Tmr -	1
171	0689891		Lights, Deck, Wln (2) PFBP12C LED Rear Flood Lights Switch, Scene Lt Cntrl - i)switch at rear and ds sw pnl	1
172	0645676		Lights, Not Required, Hose Bed, Deck Lights At Rear	1
173	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
174	0709438		Light, Walking Surf, FRP Flood, LED	1
175	0612611		Aerial, HD Ladder 107' ASL Single, PUC, Quint, Alum Body	1
176	0554271		Body Skirt Height, 20"	1
177	0552511		Tank, Water, 500 Gallon, Poly, Ascendant Single Axle, PAL, PUC	1
178	0003405		Overflow, 4.00" Water Tank, Poly	1
179	0028104		Foam Cell Required	1
180	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
181	0003429		Not Required, Direct Tank Fill	1
182	0624711		Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
183	0003491		Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL	1
184	0604069		Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
185	0670766		Running Boards, Flip Out, PUC, Aerial	1

Line	Option	Type	Option Description	Qty
186	0606156		Turntable Steps, Punched Grip Pattern, Swing-Down, LS/RS, Ascendant SA	1
187	0554004		Lights, Step (6), P25 LED, Swing Down Access Steps, Each Side	1
188	0690023		Wall, Rear, Smooth Aluminum	1
189	0074515		Tow Eyes (2), Ascendant 100' Aerial Tower, Ascendant Single Axle, 75' HAL	1
190	0624701		Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
191	0624699		Compt, LS F/H, Roll Drs, Ascendant Single Axle	1
192	0624694		Compt, LS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
193	0023672		Compt, IPO Stairs, Not Required, LS	1
194	0624693		Compt, RS F/H, Roll Drs, Ascendant Single Axle	1
195	0624692		Compt, RS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
196	0023673		Compt, IPO Stairs, Not Required, RS	1
197	0615264		Compt, Rear, Gortite Rollup Door, Narrow, Ascendant Single Axle	1
198	0603628		Doors, Gortite, Rollup, Side Compartments, Ascendant Single Axle	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
199	0624690		Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1
200	0603086		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Ascendant SA	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
201	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
202	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	6
			Qty, Shelf - 06	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - D1-Upper Third, D2-Upper Third, D3-Upper Third, P1-Upper Third, P3-Upper Third and P2-Upper Third	
203	0603179		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - D1, P1, D3 and P3	
			Material Finish, Tray - Painted - Spatter Gray	
204	0516644		Mounting, Backboards, Above Crosslays, PUC	2
			Qty, - 02	
			Size - 72" L X 18" W X 1" H	
205	0050308		Rear of Body, Smooth Aluminum Sheet	1
206	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
207	0565606		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3rd Gen	1
208	0519849		Not Required, Hose, Hard Suction	1
209	0527021		Handrails Located @ Front Body	1
210	0603130		Compt, Air Bottle, Spcl Dbl, in Fender Panel, Alum,3rd Gen,Ascendant Single Axle	4
			Qty, Air Bottle Comp - 4	
			Location, Air Bottle - (1) DS Ahead Rr Wheel, (1) DS Behind Rr Wheel, (1) PS Ahead Rr Wheel and (1) PS Behind Rr Wheel	
			Door Finish, Fender Compt - Brushed	
			Latch, Air Bottle Compt -	
			Insert, Air Bottle Compt - Rubber Matting	
211	0044266		Ladder, 35' Alco-Lite, PEL-35, 2 Section	2
			Qty, - 02	
212	0540984		Ladder, 24' Alco-Lite PEL-24, 2-Section	1
			Qty, - 01	
			Location, Extension Ladder - ladder storage	
213	0054275		Ladder, 28' Alco-Lite PEL-28 2-Section	1
			Qty, - 01	
			Location, Extension Ladder - ladder storage	
214	0084266		Ladder, 16' Alco-Lite, PRL-16 Roof	1
			Qty, - 01	
215	0054229		Ladder, 14' Alco-Lite, PRL-14, Roof	1
			Qty, - 1	
			Location - behind boom sign on driver side of aerial ladder.	
216	0054236		Ladder, 20' Alco-Lite, PRL-20, Roof	1
			Qty, - 01	
			Location, Roof Ladder - ladder storage compartment	
217	0024233		Not Required, Attic Extension Ladder	1

Line	Option	Type	Option Description	Qty
218	0044243		Ladder, 10' Alco-Lite Folding, FL-10	1
			Qty, - 01	
			Location, Folding Ladder Aerial - ladder storage	
219	0798795		Ladders Stored at Rear, Ascendant SA, Ladders Thru RS Front Body,Smooth Alum Drs	1
220	0600674		Lights, Torque Box Ladder Storage, Not Required, Ascendant Single, 75' HAL	1
221	0789543		Pike Pole, 12' DUO Safety, Fiberglass	2
			Qty, - 02	
222	0789564		Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
223	0789566		Pike Pole, 6' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
224	0638907		Pike Pole, 3', Quint, Provided by Fire Department, NFPA	2
			Qty, - 02	
			Pike Pole Make/Model - Akron 3' Pike Pole	
225	0004361		Tubes, Alum, Pike Pole Storage	2
			Qty, Pike Pole Tubes - 02	
			Location, Pike Pole Tube - Crosslay/Speedlay	
226	0024388		No Steps Required, Front Of Body	1
227	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
228	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
229	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
230	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
231	0515829		Pump Shift, Sure-Shift	1
232	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
233	0515835		Auxiliary Cooling System, PUC	1
234	0014486		Not Required, Transfer Valve, Stage Pump	1
235	0013050		Valve, Relief Intake, Akron, Set @ 125 PSI	1
236	0515838		Controller, Pressure, Pierce, PUC	1
237	0072153		Primer, Trident, Air Prime, Air Operated **	1
238	0516694		Manuals, Pump (2), CD, Pierce PUC Pump	1
239	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
240	0064656		Not Required, Black Iron Pipe with Stainless Steel Plumbing	1
241	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
242	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
243	0084610		Valves, Akron 8000 series- All	1
244	0004660		Inlet, Left Side, 2.50"	1
245	0004680		Inlet, Right Side, 2.50"	1
246	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	2
			Qty, Inlets - 2	
247	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
248	0004700		Control, Inlet, at Valve	1
249	0092569		No Rear Inlet (Large Dia) Requested	1
250	0092696		Not Required, Cap, Rear Inlet	1
251	0064116		No Rear Inlet Actuation Required	1
252	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
253	0092568		No Rear Auxiliary Inlet Requested	1
254	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
255	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
256	0595508		Outlet, Tank Fill, 1.50", PUC	1
257	0516755		Outlet, Left Side, 2.50" (2), PUC	1
258	0092570		Not Required, Outlets, Left Side Additional	1
259	0651266		Outlet, Right Side, 2.50", (1), Electric Akron 9325 Controller, PUC	1
			Qty, Discharges - 01	
260	0092571		Not Required, Outlets, Right Side Additional	1
261	0651265		Outlet, Right Side, 4.00" w/4.00" Valve, Akron 9325 Controller, PUC	1
262	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Class 1 Automatic	
			Location, Front, Single - in center bumper tray	
263	0092575		Not Required, Outlet, Rear	1
264	0092574		Not Required, Outlet, Rear, Additional	1

Line	Option	Type	Option Description	Qty
265	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
266	0085076		Caps for 1.50" to 3.00" Discharge, VLH	1
267	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
268	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
269	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
270	0021134		Not Required, Elbow, Right Side Outlets	1
271	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
272	0045099		Not Required, Elbow, Rear Outlets	1
273	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
274	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
275	0653960		Control, Outlets, Swing Handle, Elect PS Outlets Akron 9325 w/Press Disp, PUC	1
276	0029106		Not Required, Deluge Outlet	1
277	0029302		No Monitor Requested	1
278	0029304		No Nozzle Req'd	1
279	0029107		No Deluge Mount	1
280	0527482		Waterway Outlet & Control, PUC	1
281	0587982		Crosslays, Low Mount, (2) 1.50", Full Width, 200', W/Poly Trays, PUC	1
282	0591491		Crosslay, (1) 2.50" Std Cap, W/ Full Width Poly Tray, PUC	1
			Fill in Blank - *	
283	0029260		Not Required, Speedlays	1
284	0798620		Not Required, Hose Restraint, w/Door Over Crosslay, PUC	1
285	0639157		Enclosure, Crosslay Module w/ Boom Support Compt, Full Width, Gortite, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Door Guard -	
286	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature	1
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower	
			Front, Crosslay Upper Rear and Front Bumper Center	
			Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower	
			Front, Crosslay Upper Rear and Front Bumper Center	
287	0012126		Not Required, CAF Compressor	1
288	0592527		Refill, Foam Tank, Integral, Husky 3	1
289	0031896		Demonstration, Foam System, Dealer Provided	1
290	0535798		Foam Cell, 20 Gallon, Reduce Water, PUC	1
			Type of Foam - Class "A"	
291	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
292	0091079		Not Required, Foam Tank #2	1
293	0091112		Not Required, Foam Tank #2 Drain	1
294	0609021		Pump Operators Panel & Module, Alum, Control Zone, Add'l Ladders, Ascendant SA, PUC	1
295	0032479		Pump Panel Configuration, Control Zone	1
296	0579545		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial PUC	1
297	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
298	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
299	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
300	0520016		Not Required, Pumphouse Structure, PUC	1
301	0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
			Qty, - 01	
302	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
303	0005601		Throttle Included w/ Pressure Controller	1
304	0549333		Indicators, Engine, Included with Pressure Controller	1
305	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
306	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
307	0612566		Gauge, Water Level, Pierce, In pressure Controller, PUC Included w/Color Display	1
308	0517012		Gauge, Foam Level, Pierce, PUC, PP and Mini in Cab	1
			Activation, Foam Level Gauge - pump in gear	
309	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
310	0606697		Air Horns, (2) Grover, In Bumper	1
311	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1

Line	Option	Type	Option Description	Qty
312	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
313	0533071		Siren, WIn 295SLSC1, w/Detachable Mic Cord	1
314	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Inside Sw Pnl	
315	0693305		Control, Elec Siren, PS Push Button and Siren Head	1
			Location - officer side of cab instrument panel.	
316	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
317	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
318	0016080		Siren, Federal Q2B	1
319	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
320	0026170		Control, Mech Siren, DS Foot Sw, PS Push Button	1
321	0606715		Lightbar, WIn, Freedom IV-Q, 2-21.5", RRRRR RRRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
322	0540460		Light, Front Zone, WIn M6*C LED, Clear Lens, 4lts Q Bezel	1
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
323	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
324	0540692		Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
325	0540783		Lights, Rear Zone Lower, WIn M6*C LED, Clear Lens	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
326	0088745		Light, Rear Zone Upper, WIn L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
327	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
328	0614405		Light, Traffic Directing, Whelen TAL65, 36.01" Long, Aerials DO NOT USE 9/16/16	1
			Color, Light,One -	
			Activation, Traffic Dir L - Control Head Only	
329	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
330	0529654		Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1
331	0006646		Electrical System, 120/240VAC, General Design	1
332	0529551		Generator, Harrison 10kW 10.0MAS-16R/D-11011/15/1, Hydraulic, Hotshift PTO	1
			Generator Interlocks - No Interlocks	
			Location, Gen Info Panel - near breaker box	
333	0006645		Location, Hydraulic Generator Above Pump	1
			Location, Generator(s) - Over Pump, Left Side	
334	0016752		Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
335	0016760		Remote Start, Hyd. Gen., (Field Swt, Not PTO Sw.)	1
			Location, Remote Start - d) cab/pp	
336	0016740		Not Required, Fuel System	1
337	0016767		Not Required, Oil Drain Extension, Generator	1
338	0016771		Not Required, Routing Exhaust, Generator	1
339	0036738		Circuit Breaker Panel, Included With PTO Generator	1
			Location, Circuit Breaker Panel - D3, Forward Wall Low	
340	0656306		Pump, Thru-Pump, For Hydraulic Driven Generators, STOCK UNITS ONLY	1
341	0526994		Reel, Elect Cable, Akron, (4) Wire	1
			Qty, Cord Reels - 1	
			Reel Guide - b) Captive roller	
			Finish, Reel - Powder Coated Silver	
			Location, Electric Cord Reel - Above Pump, Right Side, 1 Reel	
342	0086632		Cord, Electric, 10/4 Yellow, 4 Wire	1
			Lengths of Elect Cord - 1	
			Feet of Yellow Cord - e)200	

Line	Option	Type	Option Description	Qty
342			Connection, Cord - No Connection	
343	0013949		Enclosure, Reel, with Reel Access Door	1
			Location - passenger side of dunnage compartment.	
			Qty, - 1	
344	0610696		Reel, Feed Through Floor of Hatch Compartment	1
			Qty, - 1	
345	0519934		Not Required, Brand, Hydraulic Tool System	1
346	0649753		Not Required, PTO Driven Hydraulic Tool System	1
347	0614515		Aerial, 107' ASL, Single Axle, 750# Tip Load	1
348	0000042		Boom Support, Rear of the Chassis Cab	1
349	0601988		Light, Boom Support, Amdor LumaBar H2O, 12" LED	1
350	0799581		Boom Support Compt Incl w/PUC Xlay Module Picked Separate, Ascendant SA PUC	1
351	0680550		Boom Panel, Pair, Stock/Demo Aerials Only	1
			Paint, Color - white #10	
352	0526885		Indicator, Extension, Inside and Outside Handrails, Every 10'	1
			Color - 2) red	
353	0591645		Steps, Folding, Four, Aerial Device, Trident	1
			Coating, Step - black	
354	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
355	0609556		Brackets Only, Roof Ladder, Base Section, Inboard of Boom Panel, Ascendant	2
			Qty, - 02	
			Location, Aerial Device - each side	
			Roof Ladder, Make/Model, Multi-Select - 14' Alco-Lite PRL-14 and 16' Alco-Lite PRL-16	
356	0601972		Lights, Turntable Walkway, P25, LED	1
357	0601949		Light, Turntable Console, TecNiq T-10, LED Strip Light	1
358	0624684		Control Stations, ASL Single Axle, MUX, Color Display	1
359	0624682		Stabilizers, One Set, Ascendant Single Axle	1
			Material, Stabilizer Pad - Composite	
360	0548907		Door, Stabilizer Control Box, Smooth Aluminum	1
361	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
362	0624678		Hydraulic System, Ascendant Single Axle	1
363	0615180		Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
364	0624676		Electrical System, ASL Single Axle, MUX	1
365	0709376		Lights, WIn MPB* Micro LED, Trk & Tip, 4lts (PAL/HAL)	1
			Location, Sw, Arl DC Lts - w) 1 location	
			Color, WIn Lt Housing - White Paint	
366	0653677		Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly	1
			Control, Aerial Rung Lighting - Turntable Sw w/Master Batt Sw	
			Color, Lt Aerial Fly Sect - Red	
			Color, Lt Aerial Base Sect - Green	
			Color, Lt Aerial Lower Mid Sect - Green	
			Color, Lt Aerial Upper Mid Sect - Amber	
367	0540737		Lights, Stabilizer Warn (1) Set, WIn M6*C LED, Clear Lens	1
			Color, Lt Rr Stabilizr Pan - r) Pan Light Red	
368	0617469		Lights, WIn T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
369	0601307		Lights, Stabilizer Scene, 3-Amdor H2O AY-9500-012 12", LED, Ascendant Single	1
370	0657229		AC Power To Aerial Tip, Duplex Household, 15A, HAL, ASL	1
371	0594648		Intercom, 2-Way Fire Research ICA900 Hands Free	1
372	0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
373	0024742		Not Required, Mask, Breathing Air To Tip	1
374	0610887		Aerial Pedestal, Ascendant Single Axle	1
375	0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL	1
376	0530826		Turntable Access, ManSaver Bars, Yellow	1
377	0624672		Waterway, High Flow, 1500 GPM, ASL	1
378	0632855		Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	1
			Nozzle, Monitor 1 PAL - Akron 5178 Electric 1500 gpm	
379	0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
380	0624671		Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, w/Pump, Ascendant Single Axle	1
381	0673128		Quick-Lock Waterway Locking System, 100' HDL/MDL, 105' HDL, ASL	1
382	0047897		Tools, Aerial	1

Line	Option	Type	Option Description	Qty
383	0559494		Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1
384	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
385	0047021		Reflective Emergency Triangles, Set of Three	1
			Qty, - 1	
386	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
387	0602397		Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1
388	0027023		No Strainer Required	1
389	0533246		Extinguisher, 20 lb Dry Chemical	1
			Qty, Extinguishers - 1	
390	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
391	0007482		Not Required, Crowbars	1
392	0007484		Not Required, Claw Tools	1
393	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
394	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
395	0007494		Not Required, Sledgehammers	1
396	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab	1
			Paint Color, Predefined - #90 Red	
			Paint Color, Upper Area, Predefined - #10 White	
397	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Black	
398	0693797		No Paint Required, Aluminum Front Wheels	1
399	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Black #101	
400	0603031		Paint, Aerial Device Boom Support	1
			Paint Color, Boom Support - painted to match lower body	
401	0007230		Compartment, Painted, Spatter Gray	1
402	0623403		Aerial Ladder Paint, ASL-Single Axle	1
			Paint Color, Aerial Device - White 10	
403	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
404	0510041		Reflective across Cab Face, Imp/Vel	1
405	0624670		Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle	1
			Color, Rear Chevron DG - fluorescent yellow green	
406	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
407	0087342		Jog, "Z"-Shaped, In Reflective Stripe	1
			Qty, - 1	
408	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
409	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
410	0027286		Not Required, Lettering Specs	1
411	0007472		[Lettering not Requested]	1
412	0583547		Undercoating, Cab & Body, Stock/Demo Style, Aerial, Ziebart	1
413	6601721	SP	Discount, Stock to Move, Job 30626, Approved 10/1/18	1
414	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
415	0531636		Manual, (2) CD, Chassis Service, Custom	1
416	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
417	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
418	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
419	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
420	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
421	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
422	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
423	0530524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046 Replaced with 777368	1
424	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
425	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
426	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
427	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1

Line	Option	Type	Option Description	Qty
428	0695416		Warranty, Pierce Camera System, WA0188	1
429	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
430	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
431	0685945		Warranty, Transmission Cooler, WA0216	1
432	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
433	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
434	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
435	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
436	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
437	0657990		Warranty, Foam System, Husky 3, WA0231	1
438	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
439	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
440	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
441	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
442	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
443	0609981		Warranty, Harrison Generator, 6 Year, WA0285	1
444	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
445	0593921		Not Required, Warranty, No Lettering	1
446	0683627		Certification, Vehicle Stability, CD0156	1
447	0608290		Certification, Engine Installation, Imp/Vel, Cummins L9, 2017, CD0152/CD0159	1
448	0686786		Certification, Power Steering, CD0098	1
449	0667418		Certification, Cab Integrity, Impel FR, CD0009	1
450	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
451	0548967		Certification, Windshield Wiper Durability, Impel/Velocit, CD0005	1
452	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
453	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
454	0667416		Certification, Cab Heater and Defroster, Velocity/Impel FR, CD0015	1
455	0667415		Certification, Cab Air Conditioning Performance, Velocity/Impel FR, CD0016	1
456	0545073		Amp Draw Report, NFPA Current Edition	1
457	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
458	0799247		Appleton/Florida Stock Unit	1
459	0000047		AERIAL 3RD GEN	1
460	0000012		PIERCE CHASSIS	1
461	0004713		ENGINE, OTHER	1
462	0046395		EVS 3000 Series TRANSMISSION	1
463	0520324		PIERCE PUMP, PUC	1
464	0020009		POLY TANK	1
465	0028048		FOAM SYSTEM	1
466	0020006		SIDE CONTROL	1
467	0020007		AKRON VALVES	1
468	0020015		ABS SYSTEM	1
469	0658751		Manufacturing Attribute	1