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**LOVES PARK CITY COUNCIL AGENDA–MAY 13, 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 Fire Chaplain Cory Whitford 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)**

**IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

**XI. RESOLUTIONS & MOTIONS**

- 1. Motion approving a Special Event Permit for Keller Williams Realty Signature to hold an outdoor event with live music on June 28, 2019, from 6:00 p.m. to 10:00 p.m.**
- 2. Motion approving a Special Event Permit for Barb King, 401 Merrill Avenue, to hold an outdoor graduation party with music on May 25, 2019, from 1:00 p.m. to 5:00 p.m.**
- 3. Resolution authorizing the Mayor to execute a Sales Tax Revenue Sharing Agreement between the City of Loves Park, Illinois and Skyland Corporation.**
- 4. Resolution authorizing a request for proposals to provide design/build construction services for the Windsor Road Fire Complex.**

**XII. ORDINANCES 2<sup>ND</sup> READING**

- 1. Ordinance providing for a Special Use Permit for a fitness center at 6200 Daytona Drive.**
- 2. Ordinance providing for a Variance in setback from 40-ft. to 20-ft. at 5009 Park Valley Drive.**
- 3. Ordinance providing for a Special Use Permit for a billboard over 600 sq. ft. at 11-01-405-007 and 11-01-405-008 East Riverside Blvd.**
- 4. Ordinance providing for a text amendment to Chapter 102 Zoning, Article III, Districts, Section 102-132 (E) (fencing regulations) of the Loves Park Code of Ordinances.**

**XII. ORDINANCES 2<sup>ND</sup> READING (Continued)**

- 5. Ordinance authorizing the City of Loves Park to enter into the Fourth Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014.**
- 6. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Skyland Corporation.**

**XIII. ORDINANCES 1<sup>ST</sup> READING**

- 1. Ordinance providing for the reclassification of the Liquor License at 6450 E. Riverside Blvd, from Class F to Class A Liquor License.**

**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, May 6, 2019

Loves Park City Hall

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

Alderman Mark Peterson opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 04/29/19 The Journal of Proceedings for the regular meeting of April 29, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)
2. Water Department Bills Alderman Jacobson presented the Water Department bills dated April 29, 2019 in the amount of \$118,196.81, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)
3. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated April 29, 2019, in the amount of \$265,024.35, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)
4. Public Safety Report Alderman Allton presented the Police Department Report dated May 6, 2019, to be placed on file.
5. Public Works Report Alderman Schlensker presented the Water Department Report dated May 6, 2019; presented the Street Department Report dated May 6, 2019, to be placed on file.
6. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated May 6, 2019 in the amount of \$352,039.17, for consideration at next week's city council meeting; presented the minutes from the committee meeting held April 29, 2019, to be placed on file.
7. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated May 6, 2019 in the amount of \$54,500.85, for consideration at next week's city council meeting; presented the minutes from the committee meeting held April 15, 2019, to be placed on file.
8. Community Development Alderman Frykman of the Community Development Committee presented the minutes from the committee meeting held April 1, 2019, to be placed on file.

9. Street Department To Purchase 2009 Ford Boom Truck  
Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Street Department Manager is hereby authorized to purchase a 2009 Ford F550 Boom Truck from Trickey Enterprises, 9200 N. Second Street, Machesney Park, IL 61115, at the cost of twenty-five thousand dollars (\$25,000.00). Funds for the purchase of the Boom Truck shall be drawn from Account No. 01-11-8050 (New Equipment). Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)  
**RESOLUTION NO. 19-036**
10. Removed From Agenda  
Mayor Jury announced that Resolution No. 2 has been removed from this evenings Agenda.
11. Ordinances First Reading  
Alderman Jacobson presented for first Reading Agenda Items 1-6 from Ordinances First Reading.
12. 1<sup>st</sup> Reading  
SUP For 6200 Daytona Drive  
Alderman Jacobson presented for first reading an ordinance providing for a Special Use Permit for a fitness center at 6200 Daytona Drive, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Frykman. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over
13. 1<sup>st</sup> Reading  
Variance For 5009 Park Valley Drive  
Alderman Jacobson presented for first reading an ordinance providing for a Variance in setback at 5009 Park Valley Drive, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Frykman. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over
14. 1<sup>st</sup> Reading  
SUP For Billboard on E. Riverside Blvd.  
Alderman Jacobson presented for first reading an ordinance providing for a Special Use Permit for a billboard over 600 sq. ft. at 11-01-01-405-007 and 11-01-405-008 East Riverside Blvd., and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Frykman. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over
15. 1<sup>st</sup> Reading  
Text Amendment Fencing Regulations  
Alderman Jacobson presented for first reading an ordinance providing for a text amendment to Chapter 102, Article III, Districts, Section 102-132 (e) (fencing regulations), and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Frykman. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over
16. 1<sup>st</sup> Reading  
4<sup>th</sup> Amendment For SCL Business Park LLC  
Alderman Jacobson presented for first reading an ordinance authorizing the City of Loves Park to enter into the Fourth Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Frykman. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over
17. 1<sup>st</sup> Reading  
Redevelopment Agreement With Skyward Corporation  
Alderman Jacobson presented for first reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Skyward Corporation, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Frykman. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over

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

**APPROVED:**

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**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 <sup>rd</sup> 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: 05/13/2019

Subject: Police Activity Report

Police activity report for the week of 04/28/2019 through 05/04/2019

Calls for Service 455

Total Number of Arrests 188

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 May 6, 2019 thru May 13, 2019

**Previous week's activity:**

1. Filled potholes.
2. Continued sweeping with both sweepers.
3. Mowed grass.
4. Hauled in road materials for the water dept.

**Proposed work:**

1. Continue sweeping with both sweepers.
2. Finish backfilling remaining stumps.
3. Start saw cutting concrete repairs.
4. Mow grass.

# **Loves Park Water Department**

## **Weekly Activity Report**

Submitted by: Craig McDonald  
Department Manager

Date: **5/1/19-5/8/19**

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 main break at 6210 East Dr.
4. Continued Rehabilitation work on well #6
5. Repaired main break at 6050 Broadcast Parkway

Work anticipated for this week:

1. Continue radio read meter installation
2. Continue Rehabilitation work on well #6
3. Repair main break at 6050 Broadcast Parkway

**MONTHLY BUILDING REPORT LOVES PARK  
APRIL 2019 SUMMARY**

		<b>VALUATION</b>
COMMERCIAL/ASSEMBLY NEW CONSTRUCTION	0 UNITS	\$0.00
RESIDENTIAL NEW CONSTRUCTION	7 UNITS	\$1,309,596.00
OTHERS (Remodels, Additions, Accessory Structures, Roofs, Siding etc. <u><i>This total is building permits only</i></u> )	52	\$1,483,352.00
<i>Valuation Grand Total</i>		<b><i>\$2,792,948.00</i></b>
TOTAL PERMITS ISSUED (ALL TRADES)	<b>104</b>	
PERMIT FEES COLLECTED		<b><i>\$19,903.00</i></b>

**MONTHLY FEES COLLECTED- MACHESNEY PARK  
APRIL 2019 SUMMARY**

PERMIT FEES	\$2,819.03
INSPECTION FEES	\$0.00
TOTAL	<b><i>\$2,819.03</i></b>

ADDRESS	STREET NAME	BUILDING EST VALUE (\$)
<b>TOTAL COMMERCIAL/ASSEMBLY</b>		<b>\$0.00</b>
7135	STEARMAN DRIVE	\$125,724.00
7151	STEARMAN DRIVE	\$122,292.00
5000	BETULA DRIVE	\$223,926.00
5012	BETULA DRIVE	\$223,926.00
5008	BETULA DRIVE	\$223,926.00
5004	BETULA DRIVE	\$223,926.00
8871	MEADOW LAKE TRAIL	\$165,876.00
<b>TOTAL RESIDENTIAL</b>		<b>\$1,309,596.00</b>

BLDG PERMIT APPL DATE
<b>0</b>
01-Apr-19
01-Apr-19
08-Apr-19
08-Apr-19
08-Apr-19
08-Apr-19
26-Apr-19
<b>7</b>

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MAY 13, 2019 – 5:40 P.M.  
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD May 6, 2019**
- 4. ITEMS FOR CONSIDERATION**
  - A. Resolution authorizing the Mayor to execute a Sales Tax Revenue Sharing Agreement between the City of Loves Park, Illinois and Skyland Corporation.**
  - B. Resolution authorizing a Request for Proposals to provide Design/Build Construction Services for the Windsor Road Fire Complex.**
  - C. Funding request from Ski Broncs Water Ski Show Team.**
- 5. LIST OF BILLS**
- 6. GENERAL DISCUSSION/PUBLIC COMMENT**
- 7. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES

DATE OF MEETING: May 6, 2019

CALLED TO ORDER: 5:30 P.M.

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

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

MINUTES APPROVAL: April 29, 2019

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

ITEMS FOR CONSIDERATION

1. Resolution authorizing the Mayor to execute a Sales Tax Revenue Sharing Agreement between the City of Loves Park, Illinois and Skyward Corporation.

Tabled until next week. No action taken.

2. Ordinance authorizing the City of Loves Park to enter into the Fourth Amendment to the Redevelopment Agreement for SCL Business Park, LLC dated November 6, 2014.

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

3. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Skyward Corporation.

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

4. List of Bills: No questions or concerns.

5. Adjournment.

Alderman Peterson moved for adjournment. Second by Alderman Frykman.  
Motion carried. 4 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

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Planning • Zoning • Building • Economic Development

### AGENDA

City of Loves Park  
Community Development Committee Meeting  
May 13th, 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 **April 29, 2019** meeting
3. Report from the Community Development Department - None
4. Unfinished business
5. New business –
  - A. Final Plat – Marriott Towneplace Loves Park Subdivision**
  - B. Final Plat – K and K Dixon’s Riverside Subdivision**
6. Public participation & comment
7. General discussion
8. Adjournment



## Community Development Committee Meeting Minutes

Date of Meeting: April 29, 2019

Called to Order At: 6:21P.M.

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

Staff Present: Steve Thompson, Andrew Quintanilla

Others Present: Attorney Galluzzo, Ald. Little, Ald. Puckett

Approval of Minutes: April 1, 2019

Motion Ald. Warden 2nd Ald. Holmes Vote 4 ayes -0 nays

Items for Consideration:

- A. 6200 Daytona Dr. – Special Use Permit for a fitness training establishment CR Zoning District

Presentation by: Deon Hannah

No Objector's Present

Motion to Approve by Ald. Warden, 2<sup>nd</sup> by Ald. Holmes

No additional conditions yes

Approved 4 ayes – 0 nays

- B. 5009 Park Valley Drive – A Variance from a required 40 foot building setback to a requested 20 foot setback on the McFarland frontage in R1 Zoning District

Presentation by: Sean Lyons

No Objector's Present

Motion to Approve by Ald. Holmes, 2<sup>nd</sup> by Ald. Warden

No additional conditions yes

Approved 4 ayes – 0 nays

- C. Text Amendment – Chapter 102, Article III, Districts, 102-132(E)

Presentation by: Staff

No Objector's Present

Motion to Approve by Ald. Holmes, 2nd by Ald. Warden  
No additional conditions yes  
Approved 4 ayes – 0 nays

- D. 11-01-405-007 & 11-01-405-008 E. Riverside Boulevard – Special Use Permit for a billboard  
Sign over 600 square feet in the CR Zoning District

Presentation by: Petitioner not present

Objector's Present: Grace Galvan-increased light

Ald. Puckett expressed the following concerns on behalf of businesses and residents from a letter he received on the safety concerns, increased light and strobing light.

Motion to Deny by Ald. Holmes, 2<sup>nd</sup> by Ald. Warden  
No additional conditions  
Vote to Deny 4 ayes – 0 nays

Public Participation and Comment:

General Discussion:

Adjournment at 6:55 p.m. on a motion by Ald. Holmes, 2<sup>nd</sup> by Ald. Warden

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



# CITY OF LOVES PARK

## Department of Community Development

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

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Planning • Zoning • Building • Economic Development

### AGENDA

#### LOVES PARK ZONING BOARD OF APPEALS

May 16, 2019  
CITY COUNCIL CHAMBERS  
5:30 P.M.  
100 HEART BOULEVARD

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **April 18, 2019** meeting
3. Report from the Zoning Office - None
4. Unfinished business
5. New business –
  - A. **PARCEL 12-02-251-011 COMMONLY KNOWN AS 42XX N. BELL SCHOOL ROAD & 7500 E. RIVERSIDE BOULEVARD** – A Special Use Permit for a parking lot in conjunction with the Road Ranger gasoline station, in the East Riverside/I-90 Overlay and CR (Commercial Retail) Zoning Districts.
  - B. **4075 N. MULFORD ROAD** – A Special Use Permit for a gun range in the CR (Commercial Retail) Zoning District.
  - C. **5425 N. SECOND STREET** – A Special Use Permit for an automobile sales lot in the North Second Street Overlay and CR (Commercial Retail) Zoning Districts.
6. Public participation & comment
7. General discussion
8. Adjournment

Andrew Quintanilla  
Zoning Officer

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

**MINUTES OF THE LOVES PARK ZONING BOARD OF APPEALS  
THURSDAY, APRIL 18, 2019  
5:30 P.M.  
CITY COUNCIL CHAMBERS  
LOVES PARK CITY HALL**

1. CHAIRMAN ALISE HOWLETT CALLED THE MEETING TO ORDER AT 5:34 P.M.

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

OTHERS PRESENT: ANDREW QUINTANILLA – ZONING OFFICER  
STEVE THOMPSON – COMMUNITY DEVELOPMENT/  
PUBLIC WORKS DIRECTOR  
ATTORNEY PHIL NICOLOSI  
SHEILA MILLS – SECRETARY

Chairman Howlett announced that the next Community Development Committee meeting is scheduled for Monday, April 29, 2019 at 6:15 p.m.

Mr. Kern entered the meeting at 5:42 p.m.

2. MINUTES

Mrs. Novak moved to approve the minutes from the meeting held March 21, 2019.  
Second by Mr. Hendricks. Motion carried by voice vote.

3. ZONING OFFICE REPORT

None

5. UNFINISHED BUSINESS

None

6. NEW BUSINESS

- A. **6200 DAYTONA DRIVE – SPECIAL USE PERMIT FOR A FITNESS TRAINING ESTABLISHMENT IN THE CR ZONING DISTRICT.** Appropriate notice has been given.

Deon Hannah, 649 Drexel Blvd., Machesney Park, IL was sworn in as Petitioner. Mr. Hannah indicated that he is requesting a Special Use Permit for a dance fitness-training center with individual and group training. He does not plan to do any building improvements. Mr. Hannah added that group class will be 10-15 people and classes will be held primarily in the evenings.

Mr. Becker asked the Petitioner if he agreed with the recommended condition regarding the dumpster.

Mr. Hendricks asked how he plans to enforce no parking in front of the building.

Mr. Hannah stated he was fine with the condition regarding the dumpster and he plans to have a sign in the front window indicating where parking is allowed.

Mr. Becker stated that he felt this was a more appropriate use for this location in comparison to a retail establishment.

No objectors present.

Mrs. Novak moved to approve a Special Use Permit for a fitness-training establishment in the CR Zoning District for the property known as 6200 Daytona Drive, with the following conditions:

1. The Special Use Permit shall expire with the discontinuance of the business, change in business ownership, or change in property ownership.
2. The Special Use Permit shall be revoked with verified complaints from adjacent businesses or property owners.
3. Customer parking shall only be permitted in the parking lot for this facility, and parking directly in front of the building is not permitted. Two no parking signs shall be placed in front of the building.
4. Customer parking shall not be permitted in adjacent parking lots, or other private property.
5. The business shall not open the doors during classes. Music or audio related to the business shall not project outside of the building onto adjacent properties.
6. The Special Use Permit shall have a 1-year renewal from the date of approval.
7. The dumpster enclosure shall be installed no later than May 31, 2019.

Second by Mr. Kern. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

**MOTION APPROVED 6-0**

- B. 5009 PARK VALLEY DRIVE – VARIANCE FROM A REQUIRED 40-FT. BUILDING SETBACK TO A REQUESTED 20-FT. BUILDING SETBACK ON THE MCFARLAND ROAD FRONTAGE IN THE R1 ZONING DISTRICT.** Appropriate notice has been given.

Sean Lyons, 5009 Park Valley Drive, Loves Park, IL was sworn in as Petitioner. Mr. Lyons indicated that he is requesting a Variance in front yard setback to allow for an above ground pool. Mr. Lyons stated that he has a 30-ft building setback on Parking Valley Drive and a 40-ft setback on McFarland Road. The property also has a 40-ft sanitary sewer easement that runs the full width of the southern part of the parcel. He feels the setbacks with the sewer easement is a hardship.

No objectors present.

Mr. Becker moved to approve a Variance from a required 40-ft. building setback to a requested 20-ft. building setback on the McFarland Road frontage in the R1 Zoning District for the property known as 5009 Park Valley Drive. Second by Mrs. Novak. The findings of the facts have been met and discussed in accordance with the zoning recommendations provided.

**MOTION APPROVED 6-0**

**C. 5425 N. SECOND STREET – SPECIAL USE PERMIT FOR AN AUTOMOBILE SALES LOT IN THE CR ZONING DISTRICT.** Appropriate notice has been given.

At the Petitioners request this item will be withdrawn until next month's ZBA meeting.

**D. TEXT AMENDMENT – CHAPTER 102, ARTICLE III, DISTRICT, 102-132 (e).**

Mr. Quintanilla indicated that staff felt a text amendment was necessary to the current fence requirements to prohibit fences in the drainage easements. He added that fences have the capacity to adversely impact the flow of water from the natural grade established for a parcel. The intent is to keep fences out of the drainage easement to prevent any adverse consequences that may arise as a result of the installation.

Mr. Thompson added that in the future, a permit will be required to install a fence so that draining issues will be avoided.

Mr. Kern moved to approve a Text Amendment – Chapter 102, Article III, District, 102-132(e). Second by Mrs. Novak.

**MOTION APPROVED 6-0**

**E. 11-01-405-007 AND 11-01-405-008 E. RIVERSIDE BLVD – SPECIAL USE PERMIT FOR A BILLBOARD SIGN OVER 600 SQ. FT. IN THE CR ZONING DISTRICT.** Appropriate notice has been given.

Anthony Hickey, 5409 Cypress Drive, Milton WI was sworn in as Petitioner. Mr. Hickey indicated that he is requesting a Special Use Permit to replace 4 non-digital billboards with 2 electronic digital billboards. They will be back to back and will be 36-ft. wide and 29-ft. in height. Mr. Hickey added that they will be installing a new pedestrian sidewalk.

Grace Galvan, 1044 Tuneberg Parkway, Belvidere, IL was sworn in as Objector. Mrs. Galvan indicated that they own property adjacent to the proposed billboards. She expressed concerns with home value and the ability to sell or rent the home with the new billboards.

Gerald Artz, 5921 Park Ridge Road, Loves Park, IL was sworn in as objector. Mr. Artz expressed concerns regarding privacy, traffic, and too much lighting in a residential area.

Walter Reed, 6453 Harlem Road, Loves Park, IL was sworn in Objector. Mr. Reed who owns Casey's Auto Center expressed concerns regarding Safety, traffic, lighting and the visibility of his business sign. He also stated that the property has not been taken care of properly over the years.

Mr. Hickey stated that new digital lighting would be directed in manner to not affect the residential neighbors.

Mr. Quintanilla stated that since 2005, 200 traffic incidents have occurred in that area, which were not caused by billboard light, but due to the heavy traffic.

Mr. Becker stated that a smaller sign, higher in height, and a new sidewalks are positive things, however; changing light and exposure to residential are negative.

Mrs. Toohill that she feels the billboard would take away from other businesses in an already tight area.

Mr. Becker moved to deny a Special Use Permit for a billboard sign over 600 sq. ft. in the CR Zoning District for #11-01-405-007 and #11-01-405-008 E. Riverside Blvd. Second by Mrs. Toohill. The findings of the facts have not been met but discussed in accordance with the zoning recommendations provided.

**MOTION APPROVED 6-0**

7. PUBLIC PARTICIPATION AND COMMENT

None

8. General Discussion

None

Mrs. Toohill that the meeting be adjourned. Second by Mrs. Novak. Motion carried by voice vote. The meeting adjourned at 6:50 p.m.

Sheila Mills, Secretary



# CITY OF LOVES PARK

100 HEART BOULEVARD  
LOVES PARK, ILLINOIS 61111  
815-654-5030 • Fax: 815-633-2359

Gregory R. Jury, *Mayor* • Robert J. Burden, *City Clerk* • John C. Danielson, *City Treasurer*

## CIVIL SERVICE COMMISSION OF THE CITY OF LOVES PARK

### AGENDA

City Hall  
100 Heart Boulevard, Loves Park, IL 61111

Tuesday, May 21, 2019, at 8:00 a.m.

- I. Call to Order
- II. Public Comment
- III. New Business
  - A. Public Works Department - Personnel Matter
  - B. Public Works Department – Lead Person Position
  - C. Police Department Promotion
  - D. Police Department Lateral Hire Disqualifications
  - E. Police Department Application Process
  - F. Approval of Minutes – April 27, 2019
- IV. Adjournment

\* Items indicated as “closed session” may be conducted in closed session pursuant to Section 2(c)(1) of the Open Meetings Act, 5 ILCS 120/2(c)(1) or other applicable provisions of the Act.

*“The City with a Heart”*



APPLICATION FOR SPECIAL EVENT PERMIT

CITY OF LOVES PARK  
ROBERT J. BURDEN, CITY CLERK  
100 HEART BLVD  
LOVES PARK IL 61111

APPLICATION MUST BE SUBMITTED 30 DAYS PRIOR TO THE EVENT

DATE: 3/28/2019

ESTIMATED NUMBER OF ATTENDEES: 300 FEE: \_\_\_\_\_  
(OVER 500 ATTENDEES \$250.00)

NAME OF APPLICANT: Keller Williams Realty Signature

ADDRESS: 4201 Galleria Drive

Loves Park <sup>Street</sup> Illinois 61111

City State Zip

PHONE NUMBER OF APPLICANT: 815-315-1111 CELL PHONE: 815-520-3995

LOCAL BUSINESS ADDRESS OF APPLICANT: Keller Williams Realty Signature

Loves Park Illinois <sup>Street</sup> 61111

City State Zip

FULL NAME OF LOCAL OR RESPONSIBLE AGENT: Toni Vander Heyden or Kenneth Redeker

ADDRESS: 4201 Galleria Drive

Loves Park <sup>Street</sup> Illinois 61111

City State Zip

PHONE NUMBER: 815-985-6311 Toni CELL PHONE: 815-520-3995 Ken

DATE(S) OF EVENT: June 28 2019 HOURS: 6:00-10:00

LOCATION OF EVENT: Parking lot of Keller Williams Realty Signature

ADDRESS: 4201 Galleria Drive, Loves Park, Illinois 61111

SITE PLAN SUBMITTED? YES  NO   
SITE PLANS ARE REQUIRED FOR ALL SPECIAL EVENT PERMIT APPLICATIONS

NUMBER OF PAVED PARKING SPACES AVAILABLE FOR THE EVENT: 60

HAS THIS EVENT BEEN HELD BEFORE? YES  NO  HOW MANY YEARS? 0

IS THERE A REQUEST FOR ROAD OR LANE CLOSURE? No

DAY OF EVENT EMERGENCY CONTACT PHONE: 815-985-6311 DAY OF EVENT EMERGENCY CONTACT CELL PHONE: 815-520-3995

SALES TAX NUMBER (if applicable): \_\_\_\_\_

WILL ALCOHOL BE SERVED? YES  NO

SECURITY PROVIDED BY (if necessary): None

DESCRIBE PRIMARY ACTIVITIES OF EVENT: Outdoor celebration of our company success open to staff, agents and family and invite only clients. No general public. Will have live music from 6-9:00 food trucks and beer truck all sales conducted by truck vendors.

  
Signature of Applicant

APPLICATION FOR SPECIAL EVENT PERMIT

CITY OF LOVES PARK  
ROBERT J. BURDEN, CITY CLERK  
100 HEART BLVD  
LOVES PARK IL 61111

APPLICATION MUST BE SUBMITTED 30 DAYS PRIOR TO THE EVENT

DATE: 4-23-19

ESTIMATED NUMBER OF ATTENDEES: 40 to 70

FEE: \_\_\_\_\_  
(OVER 500 ATTENDEES \$250.00)

NAME OF APPLICANT: Barb King Graduation Party

ADDRESS: 401 Merrill Ave.  
Love's Park IL 61111  
City Street State Zip

PHONE NUMBER OF APPLICANT: \_\_\_\_\_ CELL PHONE: 815-329-0653

LOCAL BUSINESS ADDRESS OF APPLICANT: \_\_\_\_\_  
Street  
City State Zip

FULL NAME OF LOCAL OR RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street  
City State Zip

PHONE NUMBER: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

DATE(S) OF EVENT: May 25, 2019 HOURS: 1pm to 5pm

LOCATION OF EVENT: Same

ADDRESS: \_\_\_\_\_

SITE PLAN SUBMITTED? YES \_\_\_\_\_ NO N/A Backyard  
SITE PLANS ARE REQUIRED FOR ALL SPECIAL EVENT PERMIT APPLICATIONS

NUMBER OF PAVED PARKING SPACES AVAILABLE FOR THE EVENT: N/A

HAS THIS EVENT BEEN HELD BEFORE? YES \_\_\_\_\_ NO X HOW MANY YEARS? \_\_\_\_\_

IS THERE A REQUEST FOR ROAD OR LANE CLOSURE? no

DAY OF EVENT EMERGENCY CONTACT PHONE: \_\_\_\_\_ DAY OF EVENT EMERGENCY CONTACT CELL PHONE: \_\_\_\_\_

SALES TAX NUMBER (if applicable): \_\_\_\_\_

WILL ALCOHOL BE SERVED? YES \_\_\_\_\_ NO X

SECURITY PROVIDED BY (if necessary): \_\_\_\_\_

DESCRIBE PRIMARY ACTIVITIES OF EVENT: BAND

Barb King  
Signature of Applicant

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
SALES TAX REVENUE SHARING AGREEMENT BETWEEN THE CITY OF LOVES  
PARK, ILLINOIS AND SKYLAND CORPORATION**

**WHEREAS**, The City of Loves Park, Boone and Winnebago Counties, Illinois (“City”), is a duly constituted, organized and validly existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, and is operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, as amended; and

**WHEREAS**, pursuant to Section 8-11-20 of the Illinois Municipal Code, (65 ILCS 5/8-11-20), the corporate authorities of a municipality may enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality; and

**WHEREAS**, the City has determined that the development of the Property will strengthen the commercial sector of the City and enhance the tax base of the City; and

**WHEREAS**, the City has determined that the terms of the Sales Tax Revenue Sharing Agreement are in the best interest of the City and its citizens.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, that the City hereby agrees:

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City Council hereby approves the Sales Tax Revenue Sharing Agreement, including the findings stated therein and made a part hereof, and authorizes the Mayor or his designee to execute the Sales Tax Revenue Sharing Agreement, in substantially the same form as attached hereto as Exhibit “A”.

3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

**PASSED AND APPROVED** the \_\_\_\_\_ day of May 2019.

MOTION:

SECOND:

VOTING:

PASSED AND APPROVED the \_\_\_\_\_ day of May 2019.

APPROVED:

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Mayor Gregory R. Jury

ATTEST:

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City Clerk Robert Burden

PUBLISHED:

## ECONOMIC INCENTIVE AGREEMENT

**THIS ECONOMIC INCENTIVE AGREEMENT** (“Agreement”) is made as of the \_\_\_\_ day of May, 2019, by and between the City of Loves Park, an Illinois Municipal Corporation (hereinafter referred to as the “City”), and ~~Skyland~~~~Skyward~~ Corporation, an Illinois corporation (hereinafter referred to as “~~Skyland~~~~Skyward~~”).

WHEREAS, Skyward Corporation, an Illinois corporation (“Skyward”), is an affiliated entity of Skyland sharing common ownership with Skyward being the entity which operates a business upon property owned by Skyland; and

~~WHEREAS, Skyland~~~~WHEREAS, Skyward~~ is the owner in fee simple of certain real properties which are commonly known as 8173 Starwood Drive, Loves Park, Illinois, 61111 (hereinafter “Starwood Property”) and another located at 8400 East Riverside Boulevard, Loves Park, Illinois, 61111 (hereinafter “Riverside Property”) (hereinafter the Starwood Property and the Riverside Property shall collectively be referred to as “SR Property”) and legally described in Exhibit “A”, attached hereto and incorporated herein; and

**WHEREAS**, Skyward has determined that neither the Starwood Property nor the Riverside Property can adequately serve its business needs and has notified Skyland of the same; and~~and~~

**WHEREAS**, the City has invested considerable public funds in infrastructure along Riverside Boulevard as well as the intersection of Interstate Boulevard and Starwood Drive in an effort to spur greater retail and commercial economic development to increase the tax base for the City and provide employment opportunities to citizens of the region; and

**WHEREAS**, the City believes that the terms of this Agreement further spur uses on the SR Property which would benefit retail and other commercial development; and

**WHEREAS**, the City has requested that ~~Skyland~~~~Skyward~~ support a change of zoning for the SR Property to Commercial Retail and to market the SR Property for commercial retail uses and other uses consistent with the City’s Overlay District and provide City with a right-of-way dedication along the north side of the Riverside Property (hereinafter “SR Project”); and

**WHEREAS**, to accommodate the expansion of the Illinois operations of Skyward, Skyland intends to construct and occupy a new building of approximate 50,000 square feet for its business operations (hereinafter “Interstate Project”) on approximately 5.7 acres of land located in the Spring Creek Lakes Business Park on Interstate Boulevard in the City (hereinafter “Interstate Property”) (hereinafter the Starwood Property, Riverside Property and Interstate Property shall collectively be referred to as the “Properties”); and

**WHEREAS**, ~~Skyland~~~~Skyward~~ represents and warrants that the SR Project and Interstate Project (collectively “Project”) requires economic assistance from the City; and

**WHEREAS**, the use of public funds is governed by Article VIII, Section 1(a) of the 1970 Illinois Constitution, which provides that they shall be used for public purposes; and

**WHEREAS**, it is the duty and responsibility of the City Council of Loves Park to determine for the City whether an expenditure of public funds serves a public purpose; and

**WHEREAS**, wise statesmanship demands that not necessity alone, but also those things which increase the general well-being of a community shall meet the consideration of legislative body when determining whether an expenditure serves a public purpose; and

**WHEREAS**, the City has further determined that the Project described in this Agreement benefits the public and constitutes a public purpose for which public funds may be expended; and

**WHEREAS**, the City receives revenue distributed pursuant to the Local Government Tax Fund, 30 ILCS 105/6z-18, generated by a tax upon persons engaged in the business of selling tangible personal property at retail in the City (hereinafter “Retailers’ Occupation Taxes”); and

**WHEREAS**, the City and ~~Skyland~~Skyward have authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution, which authorizes units of local government to contract and otherwise associate with individuals, with respect to the intergovernmental activities and to use their revenues to pay the costs thereof; and

**WHEREAS**, the City is desirous of stimulating commercial growth in order to increase employment opportunities in the City and enhance the tax base of the City; and

**WHEREAS**, the City has further authority to enter into this Agreement pursuant to the provisions of 65 ILCS 5/8-11-20 regarding economic incentive agreements for the development or redevelopment of land within the corporate limits of the municipality; and

**WHEREAS**, pursuant to 65 ILCS 5/8-11-20 and as stated in this Agreement, the municipality may agree to share or rebate a portion of any Retailers’ Occupation Taxes received by the municipality that were generated by the development or redevelopment over a finite period of time; and

**WHEREAS**, the City has determined that the development described herein has certain and specific development challenges which can be partially addressed by the benefits contained herein; and

**WHEREAS**, pursuant to 65 ILCS 5/8-11-20, the Mayor and City Council of the City of Loves Park hereby make the following findings with respect to the Project and Properties:

- A) The Interstate Property has remained vacant for at least one year;
- B) The SR Property has been underutilized for at least one year given its physical site limitations, inability to expand due to the requirements of the Overlay District and would be better utilized by converting the use of the SR Property to retail uses or uses which encourage or otherwise support retail development;
- C) The Project is expected to create and retain job opportunities within the municipality and position the Interstate Property for expansion of operations and employment;
- D) The Project will serve to further development of adjacent areas, including but not limited to additional vacant property near the Interstate Property in the Spring Creek Lakes Business Park while simultaneously facilitating orderly redevelopment of SR Property compatible uses consistent with the City’s Overlay District;

- E) Without the Agreement, the Project would not be possible;
- F) SkylandSkyward meets high standards of credit worthiness and financial strength as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs;
- G) The development of the Properties will strengthen the commercial sector of the municipality by increasing the number of employed persons in the City who are able to purchase goods and services from other businesses in the City, by increasing the operational capacity of Skyward, and by increasing the availability of commercial retail space along the rapidly expanding and desirable Riverside Boulevard corridor, leading to an expanding tax base which will in-turn allow the City to continue to provide municipal services;
- H) The Project will enhance the tax base of the municipality by adding sales tax to the City, both directly and indirectly, but also by increasing the equalized assessed valuation of real property within the City to the benefit of those governmental entities which levy property taxes;
- I) This Agreement is made in the best interest of the municipality, all said findings being made as required by Section 5/8-11-20.

**WHEREAS**, SkylandSkyward, in consideration of the willingness of the City to share the Retailers' Occupation Taxes it receives from the State of Illinois generated from the Properties pursuant to this Agreement, shall complete the Project, obtain an occupancy permit of the constructed building on the Interstate Property and begin operations there prior to April 1, 2020; and

**WHEREAS**, the City, consistent with 65 ILCS 5/8-11-20, agrees to share with SkylandSkyward the revenue it receives from the State of Illinois from the Retailers' Occupation Taxes generated from the Properties for reimbursement of expenses associated with the Project based on the findings made by the City as provided in 65 ILCS 5/8-11-20; and

**WHEREAS**, SkylandSkyward has agreed to use every reasonable effort to cause the Illinois Department of Revenue to provide the City with quarterly accountings setting forth the amount of the Retailers' Occupation Taxes generated from sales upon the Properties and paid to the State of Illinois by the occupant or occupants of the Properties during each calendar quarter. The City agrees that upon verification of the amount and the receipt of same by the City, which is currently collected by the State of Illinois as Retailers' Occupation Taxes, it shall remit to SkylandSkyward, or its assigns, the appropriate amount of such tax based upon the schedule and formula set forth herein; and

**WHEREAS**, both the City and SkylandSkyward have negotiated in good faith, which has resulted in each party agreeing to perform certain acts or to be prohibited from certain activities.

**NOW, THEREFORE**, in exchange for the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement do hereby agree as follows:

- A. The above referenced recitals are incorporated and made a part of this Agreement.

B. SkylandSkyward agrees as follows:

1. SkylandSkyward shall construct the Interstate Project and cause Skyward to operate its business from said new building prior to April 1, 2020. The development of the Interstate Project shall include, but not be limited to, the construction of all required infrastructure and structural improvements in compliance with the standards as set out in the City of Loves Park “Buildings and Building Regulations” Code as well as any and all other applicable governmental agency rules and regulations.
2. SkylandSkyward agrees to cause Skyward to comply with all applicable laws, rules, codes, regulations and ordinances as they relate to Skyward’s business on the Interstate Property, including compliance with design criteria set forth by the City that are applicable to the Spring Creek Lakes Business Park and any applicable overlay district criteria as designated by the City.
3. Notwithstanding paragraph B(2), SkylandSkyward may seek variances, permits (special use or otherwise) or ordinance changes, as provided in the City Code of Ordinances and in accordance with the City of Ordinances, that may be required for the Interstate Project.
4. SkylandSkyward agrees to cooperate with the City to have the SR Property rezoned to Commercial Retail (“CR”) and to market the same for said use. Notwithstanding the foregoing, the City acknowledges continued current non-retail uses will be permissible by law.
5. In order to further the City’s ability to create a regional redevelopment plan for the retail corridor along East Riverside Boulevard (hereinafter “Development Plan”), SkylandSkyward agrees to dedicate a right of way of sufficient width and on level terrain which could accommodate a roadway on the north side of the Riverside Property should the City determine, in its sole authority, that a roadway or other path to be used by the public is required in the cause of furthering the Development Plan’s goals.
6. SkylandSkyward shall irrevocably assign to the City all of its rights to any deed restrictions or covenants existing upon the properties identified in the deed referenced in Exhibit “B”A attached hereto and made a part hereof so that the City may extinguish those restrictions.

C. The City agrees as follows:

1. The City shall rebate to SkylandSkyward certain portions of the Retailers’ Occupation Taxes that it receives from the State of Illinois which are generated from the Interstate Property and from the Retailers’ Occupation Taxes which are generated from the SR Property. Subject to the limitations of this paragraph, such rebate shall equal:
  - a. Interstate Property. One-hundred percent (100%) of the Retailers’ Occupation Taxes attributable from operations at the new building constructed on the Interstate Property until \$515,000 is rebated to SkylandSkyward.
  - b. SR Property. Twenty-five percent (25%) of the Retailers’ Occupation Taxes generated from the SR Property until the total amount of \$400,000 is rebated to SkylandSkyward.



2. Without regard to whether the full amount of rebate is paid to SkylandSkyward, the City's obligations under this agreement terminate twenty (20) years from the earlier to occur of:
  - a. The Interstate Project having been granted an occupancy permit; or
  - b. The generation of any Retailers' Occupation Taxes on the SR Property by any business other than the business existing on the Starwood Property as of the date of this Agreement.
3. Any time prior to June 1, 2026, SkylandSkyward may elect to reduce the incentive for the SR Property referenced in paragraph C(1)(b) by as much as \$200,000 and increase the incentive for the Interstate Property referenced in paragraph C(1)(a) by the same amount reduced for the SR Property.
4. Subject to the limitations stated in this Agreement and the performance by SkylandSkyward of its obligations in this Agreement, the City will agree to make payment of the Rebate stated in Section C(1) to SkylandSkyward in the manner stated in Paragraph C(5) hereafter. These payments will compensate SkylandSkyward for a portion of the cost of the Project and will be made to SkylandSkyward consistent with this Agreement and shall continue until the Agreement terminates.
5. Payments due herein shall be made annually within thirty (30) days of the end of each calendar year for those Retailers' Occupation Taxes received by the City from the Illinois Department of Revenue for the prior year.
6. Improving the Interstate Property consistent with the Interstate Project, and all other costs and expenses that relate to the Interstate Property, are the sole responsibility of SkylandSkyward.
7. The City shall not be required to establish a separate account from which to pay to SkylandSkyward the Rebate contemplated in this Agreement. The City will not take any action or omit to take any action that will affect the continued existence of its Retailers' Occupation Taxes revenue or the availability of its Retailers' Occupation Taxes revenue to pay the Rebate.
8. The City's obligation to provide the Rebate shall be subject to the City receiving verification from the Illinois Department of Revenue as to those amounts of Retailers' Occupation Taxes which the State of Illinois has paid to the City attributable to the Properties. If the City does not receive information relating to the sales taxes generated from the Properties, the City shall notify SkylandSkyward and SkylandSkyward will utilize its reasonable efforts and obtain necessary consents from businesses located thereon to require the Illinois Department of Revenue to provide such information and to authorize the City to disclose this information with Skyland. The City shall have the authority to require copies of appropriate tax filing with the Illinois Department of Revenue which accompanies the payment by the Retailers' Occupation Taxes and to require the businesses located upon the Properties to consent to the disclosure of their sales tax information to SkylandSkyward. It shall be the sole responsibility of SkylandSkyward to provide the City, or cause the City to be provided with, any written authorization to release sales tax information in the form attached hereto as Exhibit "CB," or such other form the Illinois

Department of Revenue may require, in order to allow the Illinois Department of Revenue to provide the City with those amounts of Retailers' Occupation Tax which the State of Illinois has paid to the City for any retail store or stores and other commercial uses operating on the Properties.

9. The City shall be responsible for all application and publication costs associated with rezoning the Property to Commercial Retail (CR) and lead the effort for rezoning the same.

D. General Provisions

1. It is the agreement of the parties that all Rebate amounts, as set forth herein, apply only to the Retailers' Occupation Tax revenue produced from business operations on the Properties.
2. For purposes of this Agreement, the defined term "Retailers' Occupation Taxes" shall mean revenue distributed by the State of Illinois that is received by the City pursuant to the City's right to receive a "local portion" of the Local Government Tax Fund, 30 ILCS 105/6z-18, which includes Retailers' Occupation Taxes, service occupation taxes, or any other "sales tax" or similar tax that may be imposed by the State to replace any of the foregoing. Retailers' Occupation Taxes shall exclude any Home Rule, Non-Home Rule, County Public Safety, or any other locally imposed tax currently existing or later imposed.
3. This Agreement is only assignable upon written approval from the City and provided that the Project is completed, and operations commenced pursuant to Section B(1) herein.
4. The City's obligation to pay SkylandSkyward any Rebates constitutes a limited obligation of the City payable solely from the amounts available from its Retailers' Occupation Taxes revenue the City receives from the State of Illinois, which is attributable to or otherwise derived from business operations on the Properties. Notwithstanding the foregoing, SkylandSkyward shall not be entitled to any Retailers' Occupation Taxes revenue which is generated for the City as a result of any additional or increased tax rate adopted by the City subsequent to this Agreement. **Said obligations do not and shall never constitute a general indebtedness of the City within the meaning of a State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power.**
5. All parties to this Agreement shall be bound by the terms and conditions set forth herein. In the event that an individual or entity attempts to enjoin or otherwise declare this Agreement or the establishment of this Agreement illegal, null, void and/or of no further force and effect, the City and SkylandSkyward agree to vigorously defend this Agreement and not take a position adverse to the enforcement of same. Further, in the event that an individual or entity not a party to this Agreement contests the validity of this Agreement, SkylandSkyward and the City shall each be responsible for its own attorney's fees and costs incurred for defending same.
6. Time is of the essence of this Agreement. However, a party shall not be deemed in default with respect to any obligations of this Agreement on such party's part to be performed, if such party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to produce

materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees), or any other cause beyond the reasonable control of such party.

7. This Agreement is binding upon SkylandSkyward, affiliated entities and beneficiaries, and upon the City and its successors in office, except Skyland'sSkyward's right to receive the Rebate as set forth herein is a personal right that shall survive any transfer of the Property and does not run with the land or accrue to the benefit of any successor or assign of all or any portion of the Properties. In the event of an Assignment, the Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns. Notwithstanding anything contained in this paragraph or under this Agreement to the contrary, no assignment shall relieve SkylandSkyward or any future assignor(s) of its/their obligations under this Agreement.
8. In the event that either the City or SkylandSkyward fails to carry out the terms of the Agreement or defaults in the performance of any material provision of this Agreement to the detriment of the other party (a "Default"), and that a remedy for said Default has not otherwise been provided for in this Agreement, then, and in that event, the parties shall have the following rights and obligations:
  - a. Notice. Upon any such Default, the non-defaulting party shall notify the defaulting party of such Default setting forth the nature of such Default and specifying the action necessary to cure said Default. The defaulting party shall thereafter have a period of thirty (30) days from the date of receipt of such notice in which to cure such Default unless said period is unreasonable in light of the circumstances, in which case the defaulting party shall have such time as reasonably necessary.
  - b. Remedies of Non-Defaulting Parties. If the defaulting party fails to cure the Default by the end of the thirty (30) day period specified above, then the non-defaulting party shall have the right to institute proceedings to enforce the provisions of this Agreement by all means available in law and equity, including but not limited to a temporary restraining order, injunction and damages.
  - c. Nonexclusive Remedies. All rights, powers or remedies, special, optional or otherwise, given or reserved to the parties by this section shall not be construed to deprive the parties of any rights, power or remedies otherwise given by law or equity and the election of one remedy shall not preclude the subsequent use of an alternate remedy.
  - d. SkylandSkyward hereby expressly waives its right to an award of consequential damages in the event litigation should ensue.
9. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an office, agent or attorney of the party, and shall be deemed to have been effective as of the

date actually delivered, if delivered personally, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

TO ~~SKYLAND:~~ ~~Skyland~~~~SKYWARD:~~ ~~Skyward~~ Corporation  
Attn: Bruce Vorel  
8173 Starwood Dr.  
Loves Park, Illinois 61111

WITH ~~SKYLAND~~~~SKYWARD~~ COPY TO: Geissler Law Office  
Attn: Attorney Burkhard Geissler  
6845 Weaver Road, Suite #100  
Rockford, IL 61114

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

WITH CITY COPY TO: Nicolosi Galluzzo LLP  
Attn: Attorney Gino Galluzzo  
6735 Vistagreen Way, Suite #210  
Rockford, IL 61107

WITH A SECOND COPY  
TO CITY: City of Loves Park  
Attn: Treasurer  
100 Heart Boulevard  
Loves Park, IL 61111

or such other address as may be designated from time to time by either party by written notice to the other.

10. It is understood and agreed by the parties that the City will collect the last portion of the Retailers' Occupation Taxes after expiration of this Agreement as set forth herein. ~~Skyland~~~~Skyward~~ will be entitled to the Rebate generated by Retailers' Occupation Taxes up to the date of expiration of this Agreement and, therefore, those payments may be made following the expiration of this Agreement.
11. This Agreement shall not prohibit or otherwise restrict the City from entering into similar agreements with other Developers of any other property within the City or to be annexed by the City regardless of when such agreements are made.
12. Except as otherwise provided herein, this Agreement, and Exhibits hereto contain the entire Agreement of the parties in regard to the subject matter hereof. No agreement or commitment by either party not herein contained shall be binding unless in writing and signed by the parties.

13. If any of the provisions of this Agreement are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however, the remainder of this instrument and any other application of such provision shall not be affected thereby.
14. Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.
15. 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.
16. This Agreement shall not be construed in any way whatsoever as conferring any rights upon any third parties.
17. All references to a year, years, or annual measurement of time shall mean a full twelve calendar month period which begins on the first day of the month following the day the business operating upon the Properties begin generating Retailers' Occupation Taxes.
18. 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 compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

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.

(Signature Page to Follow)

**CITY OF LOVES PARK,**  
An Illinois Municipal Corporation

**SKYLANDSKYWARD CORPORATION**  
an Illinois Corporation

By: \_\_\_\_\_  
Gregory R. Jury, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST: City Clerk

\_\_\_\_\_

DRAFT

**EXHIBIT "A"**  
**Legal Description**

**STARWOOD PROPERTY:**

~~Lot Twenty One 21, EXCEPT the East 230 feet thereof, and Lot Twenty Two (22) as designated upon Plat No. 4 of Riverside I 90 Centre, being a subdivision of part of the North Half of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian. And a re-plat of part of Lot 2, Plat No. 2 of Riverside I 90 Centre. The plat of which is recorded in Book 41 of Plats on Page 5A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.~~

~~Lot Twenty One 21, EXCEPT the East 230 feet thereof, and Lot Twenty-Two (22) as designated upon Plat No. 4 of Riverside I 90 Centre, being a subdivision of part of the North Half of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian. And a re-plat of part of Lot 2, Plat No. 2 of Riverside - I 90 Centre. The plat of which is recorded in Book 41 of Plats on Page 5A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.~~

PIN: 12-01-153-011

**RIVERSIDE PROPERTIES:**

**PARCEL I**

~~Part of the South 163 acres of the North Half (1/2) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the West Quarter (1/4) corner of said Section 1; thence North 89 degrees 35' 04" East along the South line of the North Half (1/2) of said Section 1, a distance of 2,172.00 feet; thence North 00 degrees 24' 56" West perpendicular to the South line of the North Half (1/2) of said Section 1, a distance of 60.00 feet to the North Right-of-Way line of East Riverside Boulevard and the point of beginning of the premises described herein; thence continuing North 00 degrees 24' 56" West a distance of 673.20 feet; thence North 89 degrees 35' 04" East parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.00 feet; thence South 00 degrees 24' 56" East perpendicular to the South line of the North Half (1/2) of said Section 1 a distance of 673.20 feet to the North Right-of-Way line of East Riverside Boulevard; thence South 89 degrees 35' 04" West along the North Right-of-Way line of East Riverside Boulevard a distance of 330.00 feet to the point of beginning of the premises; EXCEPTING THEREFROM the following described premises, to-wit: Commencing at a point on the South line of the North Half (1/2) of said Section 1, which point bears North 89 degrees 35' 04" East, a distance of 1,842.0 feet from the West Quarter (1/4) corner of said Section 1; thence North 00 degrees 24' 56" West, a distance of 579.43 feet; thence North 89 degrees 35' 04" East, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.00 feet to the point of beginning of the following described premises, to-wit: Thence North 00 degrees 24' 56" West, a distance of 153.77 feet; thence North 89 degrees 35' 04" East, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.0 feet; thence South 00 degrees 24' 56" East, a distance of 153.77 feet; thence South 89 degrees 35' 04" West, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.0 feet~~

to the point of beginning; ~~EXCEPTING THEREFROM~~ part of the Northeast Quarter (1/4) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (1/4) of Section 1; thence North 88 degrees 20' 11" East on the South line of said Northwest Quarter (1/4), a distance of 2,172.26 feet; thence North 01 degrees 41' 33" West, a distance of 60.00 feet to the Southwest corner of the premises conveyed by Danny S. Pearse, David J. Culvey and Peter J. Geisser to d/b/a D.D.P. Limited to Belvidere National Bank and Trust Company as Trustee of Trust No. 1528 by Warranty Deed in Trust recorded November 14, 1994 as Document No. 9457552 in the Recorder's Office of Winnebago County, Illinois and the point of beginning of this description; thence North 01 degrees 41' 33" West on the West line of said premises so conveyed, a distance of 26.28 feet; thence North 87 degrees 54' 31" East, a distance of 329.90 feet to the East line of said premises so conveyed; thence South 01 degree 40' 54" East on said East line, a distance of 28.75 feet to the South line of said premises so conveyed; thence South 88 degrees 20' 11" West on said South line, a distance of 329.89 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

#### ~~PARCEL II~~

~~Part of the South 163 acres of the North Half (1/2) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at a point on the South line of the North Half (1/2) of said Section 1, which point bears North 89 degrees 35' 04" East, a distance of 2502.0 feet from the West Quarter (1/4) corner of said Section 1; thence North 00 degrees 24' 56" West, a distance of 60.0 feet to the North Right-of-Way line of East Riverside Boulevard, and the point of beginning of the following described premises, to-wit: Thence North 00 degrees 24' 56" West, a distance of 519.43 feet; thence North 89 degrees 35' 04" East, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 97.65 feet; thence South 00 degrees 24' 56" East, a distance of 519.43 feet to the North Right-of-Way line of said East Riverside Boulevard; thence South 89 degrees 35' 04" West, along said line, a distance of 97.65 feet to the point of beginning, ~~EXCEPTING THEREFROM~~ part of the Northwest Quarter (1/4) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter (1/4) of said Section 1; thence North 00 degrees 04' 07" West on the East line of said Northwest Quarter (1/4), a distance of 60.02 feet to the North right-of-way line of Riverside Boulevard; thence South 88 degrees 20' 11" West on said North right-of-way line, a distance of 75.43 feet to the East line of the premises conveyed by Bank One, Rockford, NA as Trustee of Trust No. 4374 to the Belvidere National Bank & Trust Co., by Warranty Deed recorded October 27, 1995 as Document No. 9544600 in the Recorder's Office of Winnebago County, Illinois, and the point of beginning of this description; thence continuing South 88 degrees 20' 11" West on said North right-of-way line, a distance of 97.23 feet to the West line of said premises so conveyed; thence North 01 degrees 40' 54" West on said West line, a distance of 28.75 feet; thence North 87 degrees 54' 31" East, a distance of 97.26 feet to the East line of said premises so conveyed; thence South 01 degrees 38' 08" East on said East line, a distance of 29.47 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.~~

~~PINs: 12-01-176-018 & 12-01-176-019~~

Commonly known as: 8400 East Riverside Boulevard, Loves Park, Illinois 61111



PIN: 12-01-176-018

PARCEL II

Part of the South 163 acres of the North Half (1/2) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at a point on the South line of the North Half (1/2) of said Section 1, which point bears North 89 degrees 35' 04" East, a distance of 2502.0 feet from the West Quarter (1/4) corner of said Section 1; thence North 00 degrees 24' 56" West, a distance of 60.0 feet to the North Right-of-Way line of East Riverside Boulevard, and the point of beginning of the following described premises, to-wit: Thence North 00 degrees 24' 56" West, a distance of 519.43 feet; thence North 89 degrees 35' 04" East, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 97.65 feet; thence South 00 degrees 24' 56" East, a distance of 519.43 feet to the North Right-of-Way line of said East Riverside Boulevard; thence South 89 degrees 35' 04" West, along said line, a distance of 97.65 feet to the point of beginning, EXCEPTING THEREFROM part of the Northwest Quarter (1/4) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, more particularly described as follows: Commencing at the Southeast corner of the Northwest Quarter (1/4) of said Section 1; thence North 00 degrees 04' 07" West on the East line of said Northwest Quarter (1/4), a distance of 60.02 feet to the North right-of-way line of Riverside Boulevard; thence South 88 degrees 20' 11" West on said North right-of-way line, a distance of 75.43 feet to the East line of the premises conveyed by Bank One, Rockford, NA as Trustee of Trust No. 4374 to the Belvidere National Bank & Trust Co., by Warranty Deed recorded October 27, 1995 as Document No. 9544600 in the Recorder's Office of Winnebago County, Illinois, and the point of beginning of this description; thence continuing South 88 degrees 20' 11" West on said North right-of-way line, a distance of 97.23 feet to the West line of said premises so conveyed; thence North 01 degrees 40' 54" West on said West line, a distance of 28.75 feet; thence North 87 degrees 54' 31" East, a distance of 97.26 feet to the East line of said premises so conveyed; thence South 01 degrees 38' 08" East on said East line, a distance of 29.47 feet to the point of beginning, situated in the County of Winnebago and State of Illinois.

PARCEL I

Part of the South 163 acres of the North Half (1/2) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the West Quarter (1/4) corner of said Section 1; thence North 89 degrees 35' 04" East along the South line of the North Half (1/2) of said Section 1, a distance of 2,172.00 feet; thence North 00 degrees 24' 56" West perpendicular to the South line of the North Half (1/2) of said Section 1, a distance of 60.00 feet to the North Right-of-Way line of East Riverside Boulevard and the point of beginning of the premises described herein; thence continuing North 00 degrees 24' 56" West a distance of 673.20 feet; thence North 89 degrees 35' 04" East parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.00 feet; thence South 00 degrees 24' 56" East perpendicular to the South line of the North Half (1/2) of said Section 1 a distance of 673.20 feet to the North Right-of-Way line of East Riverside Boulevard; thence South 89 degrees 35' 04" West along the North Right-of-Way line of East Riverside Boulevard a distance of 330.00 feet to the point of beginning of the premises; EXCEPTING THEREFROM the following described premises, to-wit: Commencing at a point on the South line of the North Half (1/2) of said Section 1, which point bears North 89 degrees 35' 04" East, a distance of 1,842.0 feet from the West Quarter (1/4) corner of said Section 1; thence North 00 degrees 24' 56" West, a distance of 579.43 feet; thence North 89 degrees 35' 04" East, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.00 feet to the point of beginning of the following described premises, to-wit: Thence North 00 degrees 24' 56" West, a distance of 153.77 feet; thence North 89 degrees 35' 04" East, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.0 feet; thence South 00 degrees 24' 56" East, a distance of 153.77 feet; thence South 89 degrees 35' 04" West, parallel with the South line of the North Half (1/2) of said Section 1, a distance of 330.0 feet to the point of beginning; EXCEPTING THEREFROM part of the Northeast Quarter (1/4) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (1/4) of Section 1; thence North 88 degrees 20' 11" East on the South line of said Northwest Quarter (1/4), a distance of 2,172.26 feet; thence North 01 degrees 41' 33" West, a distance of 60.00 feet to the Southwest corner of the premises conveyed by Danny S. Pearse, David J. Culvey and Peter J. Geisser to d/b/a D.D.P. Limited to Belvidere National Bank and Trust Company as Trustee of Trust No. 1528 by Warranty Deed in Trust recorded November 14, 1994 as Document No. 9457552 in the Recorder's Office of Winnebago County, Illinois and the point of beginning of this description; thence North 01 degrees 41' 33" West on the West line of said premises so conveyed, a distance of 26.28 feet; thence North 87 degrees 54' 31" East, a distance of 329.90 feet to the East line of said premises so conveyed; thence South 01 degree 40' 54" East on said East line, a distance of 28.75 feet to the South line of said premises so conveyed; thence South 88 degrees 20' 11" West on said South line, a distance of 329.89 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

PARCEL III

Part of the Northwest Quarter (1/4) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, County of Winnebago, State of Illinois, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (1/4) of said Section 1; thence North 88 degrees 20 minutes 11 seconds East on the South line of said Northwest Quarter (1/4) a distance of 2599.32 feet to the intersection of said South line with the Southerly extension of the West line of the premises conveyed by Gerlando M. Galluzzo to Gerlando M. Galluzzo as Trustee of the Gerlando M. Galluzzo Trust dated June 23, 1999, said conveyance was recorded November 15, 2001 as Document Number 0171863 in the Recorder's Office of Winnebago County, Illinois; thence North 1 degree 38 minutes 08 seconds West on said West line and the Southerly extension thereof, a distance of 89.57 feet to the proposed Northerly Right-of-Way line of Riverside Boulevard and the Point of Beginning of this description; thence North 1 degree 38 minutes 08 seconds West along said West line, a distance of 250.00 feet; thence North 87 degrees 54 minutes 31 seconds East, a distance of 15.00 feet; thence South 1 degree 38 minutes 08 seconds East, a distance of 250.00 feet to said proposed Northerly Right-of-Way line; thence South 87 degrees 54 minutes 31 seconds West on said proposed Right-of-Way line, a distance of 15.00 feet to the Point of Beginning. EXCEPTING that part deeded from Salvatore Galluzzo, Alfonza Ziemer (f/k/a Alfonza Vanetten), and Giuseppe Galluzzo, Grantors to the City of Loves Park, Grantee for roadway purposes by Warranty Deed dated August 27, 2007 and recorded October 1, 2007 as Document No. 0761762 and by Trustee's Deed from Gerlando M. Galluzzo, as Trustee of the Gerlando M. Galluzzo Trust dated June 23, 1999, Grantor to the City of Loves Park, Grantee for roadway purposes dated August 27, 2007 and recorded October 1, 2007 as Document No. 0761763 legally described as follows, to-wit: Part of the Northeast Quarter (1/4) and part of the Northwest Quarter (1/4) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (1/4) of said Section 1; thence North 88 degrees 20 minutes 11 seconds East on the South line of the North Half (1/2) of said Section 1, a distance of 3,251.88 feet; thence North 00 degrees 04 minutes 10 seconds West, a distance of 60.02 feet to the North line of the premises conveyed by First National Bank and Trust Company of Rockford as Trustee of Trust No. 4374 to the City of Loves Park by Warranty Deed recorded September 23, 1992 as Microfile No. 92 58 2504 in the Recorder's Office of Winnebago County, Illinois and the POINT OF BEGINNING of this description; thence South 88 degrees 20 minutes 11 seconds West on said North line, a distance of 654.20 feet to the West line of the premises conveyed by Gerlando M. Galluzzo to Gerlando M. Galluzzo, as Trustee of the Gerlando M. Galluzzo Trust dated June 23, 1999 by Warranty Deed recorded November 15, 2001 as Document No. 0171863 in said Recorder's Office; thence North 01 degrees 38 minutes 08 seconds West on said West line, a distance of 29.47 feet; thence North 87 degrees 54 minutes 31 seconds East, a distance of 655.16 feet to the East line of said premises so conveyed; thence South 00 degrees 04 minutes 10 seconds East, on said East line a distance of 34.38 feet to the POINT OF BEGINNING; situated in the County of Winnebago and State of Illinois.

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DRAFT

**EXHIBIT "B"**  
**Properties with Deed Restrictions**

DRAFT

*Annexed to Plat*

**CORPORATION WARRANTY DEED**  
Form 13  
Perfection Legal Forms, Rockford, IL 61101

145B-022A - *At Lt 2 Riverside I-90*  
12.01.151.011 *Center #2*

**THIS INDENTURE WITNESSETH,**  
That the Grantor  
MERCANTILE BANK OF ILLINOIS

145B-030 - *At 10* 145B-035 - *At 15*  
12.01.152.003 12.01.152.008  
145B-031 - *At 11* 145B-036 - *At 16*  
12.01.152.004 12.01.152.009  
145B-032 - *At 12* 145B-037 - *At 17*  
12.01.152.005 12.01.152.010  
145B-033 - *At 13* 145B-038 - *At 18* 145B-042  
12.01.152.006 12.01.152.011 12.01.153.003  
145B-034 - *At 14* 145B-039 - *At 19* 12.01.153.003  
12.01.152.007 12.01.152.012  
145B-040 - *At 20*  
12.01.152.013  
145B-041 - *At 21*  
12.01.153.004

a corporation duly organized and existing under and by virtue of the laws of the State of ILLINOIS AND UNITED STATES OF AMERICA and duly authorized to transact business in the State where the following described real estate is located, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to

THE ABOVE SPACE FOR RECORDER'S USE ONLY  
DEC 07 1998  
*[Signature]*

SKYWARD CORPORATION

whose address is .SKYWARD CORPORATION, 5128 North 2nd Street  
Loves Park, Illinois, 61111

the following described real estate to-wit:

PARCEL I  
Lots 10 through 22 inclusive as designated upon Plat Number 4 of Riverside-I 90 Center being a subdivision of part of the North (1/2) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian and a re-plat of part of Lot 2, Plat Number 2 of the Riverside-I 90 Center, the Plat of which is recorded in Book 41 of Plats on Page 5A in the Recorder's Office of Winnebago County, situated in the County of Winnebago and State of Illinois.

PARCEL II  
Lots Two (2) except the North 15 feet thereof as designated upon Plat Number 2 of Riverside-I 90 Center, being a subdivision of part of the North Half of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which is recorded in Book 39 of Plats on Page 75B in the Recorder's Office of Winnebago County, Illinois, situated in the County of Winnebago and the State of Illinois.

PROPERTY ADDRESS: Lots 2, 10-22 in I 90 Center on Commerce Drive and Starwood Drive in the vicinity of Interstate Blvd. off of Riverside, Loves Park, Winnebago County Illinois

PROPERTY TAX CODES:  
Parcel I - 145B030 Through 145B042  
Parcel II - 145B022

(OVER)

*Ken Staaf*

situated in the County of Winnebago in the State of Illinois

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Secretary, and attested by its Exec. Vice President.  
Secretary, this 30 day of November 19 98

(Affix corporate seal here)  
Attest: *John Perkins*  
John Perkins, Executive Vice ~~Secretary~~ President

Mercantile Bank of Illinois  
By *C. Steven Sjogren* President.  
C. Steven Sjogren

STATE OF ILLINOIS  
Winnebago COUNTY } ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT C. Steven Sjogren personally known to me to be the President of the Corporation who is the grantor, and John Perkins Executive Vice President personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such C. Steven Sjogren President and John Perkins, Executive Vice Pres. ~~Secretary~~ they signed and delivered the said instrument as C. Steven Sjogren President and John Perkins, E.V.P. ~~Secretary~~ of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30 day of November 19 98

My Commission Expires

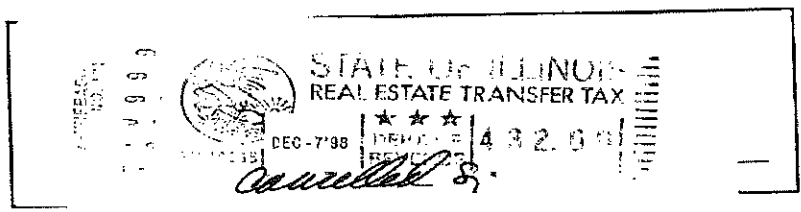


*Christine Bail*  
Notary Public

Future Taxes to Grantee's Address (  )  
OR to

Return this document to: GRANTEE

This Instrument was Prepared by: Attorney Wesley C. Lindberg  
Whose Address is: 1415 East State Street  
Rockford, Illinois 61104-2394



**EXHIBIT "C"**

Authorization to Release Sales Tax Information

The undersigned Taxpayer hereby authorizes the Illinois Department of Revenue ("IDOR") to disclose to the designated City the amount of the local government's share of sales tax received on behalf of the taxpayer. Reporting for a period beginning with tax collected by the department during \_\_\_\_\_, \_\_\_\_\_ and

(Beginning Month/Year)

ending with tax collected by the department in \_\_\_\_\_, \_\_\_\_\_.  
(Ending Month/Year)

This information is to be released to the City of Loves Park, Attn: City Clerk.

**BUSINESS INFORMATION:**

\_\_\_\_\_  
(Illinois Business Tax Number)

\_\_\_\_\_  
(Taxpayer/Business Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, Town, City or County)

TAXPAYER: The undersigned is an SkylandSkyward/authorized officer of this business.

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

**Note:** All requests must have a beginning and ending date. Incomplete requests will be returned to the local government.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A REQUEST FOR PROPOSALS TO PROVIDE  
DESIGN/BUILD CONSTRUCTION SERVICES FOR THE WINDSOR ROAD FIRE  
COMPLEX**

**WHEREAS**, the City has determined that it is in the best interests of the health, safety and welfare of the community to remodel and expand Loves Park Fire Station Number 2 on Windsor Road by making alterations to the existing structure and an adjoining structure being purchased by the City; and

**WHEREAS**, the City wishes to obtain proposals from qualified contractors to assist in the design, bidding and construction of the overall project.

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

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The Mayor is authorized to work with the City Attorney to prepare and initiate a request for proposals to obtain proposals from qualified contractors for design/build services. Final contracts shall be brought before the Council for approval.
3. Upon receipt of proposals, the same will be reviewed by Steve Thompson, Jerry Sowers, and John Jacobson who shall act as a sub-committee to forward the proposals to the Finance Committee for action with such proposals ultimately coming before the City Council for approval.



4. Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect any of the other provisions of this Resolution.
  
5. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor Gregory R. Jury

\_\_\_\_\_  
Attest: City Clerk Robert J. Burden

\_\_\_\_\_  
Alderman John Jacobson

\_\_\_\_\_  
Alderman John Pruitt

\_\_\_\_\_  
Alderman Mark Peterson

\_\_\_\_\_  
Alderman Charles Frykman

MOTION:

SECOND:

VOTING:

ORDINANCE NO.

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

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

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

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

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

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

The South Two hundred Fifteen (215) feet of Lot Twenty-four (24) as designated upon Plat No. 6 of Rock Valley Business Park, being a subdivision of part of the West Half of the Northwest Quarter of Section 3, Township 44 North, Range 2 East of the 3<sup>rd</sup> Principal Meridian and a Replat of Lot 22 Plat No. 5 of Rock Valley Business Park, the plat of which is recorded in Book 39 of Plats on page 135A in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and the State of Illinois.

COMMONLY KNOWN AS: 6200 Daytona Drive  
PROPERTY CODE: 12-03-151-015

Conditions:

1. The Special use permit expires with the discontinuance of the business, change in business ownership, or change in property ownership.
2. The Special use Permit shall be revoked with verified complaints from adjacent businesses or property owners.
3. Customer parking shall only be permitted in the parking lot for this facility, and parking directly in front of the building is not permitted. Two no parking signs shall be placed on the wall in front of the building.
4. Customer parking shall not be permitted in adjacent parking lots, or other private property.
5. The business shall not open the doors during classes. Music or audio related to the business shall not project outside of the building onto adjacent properties.
6. The Special Use Permit shall have a 1 year renewal from the date of approval.
7. The dumpster enclosure shall be installed no later than May 31, 2019.

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

A P P R O V E D:

\_\_\_\_\_  
MAYOR

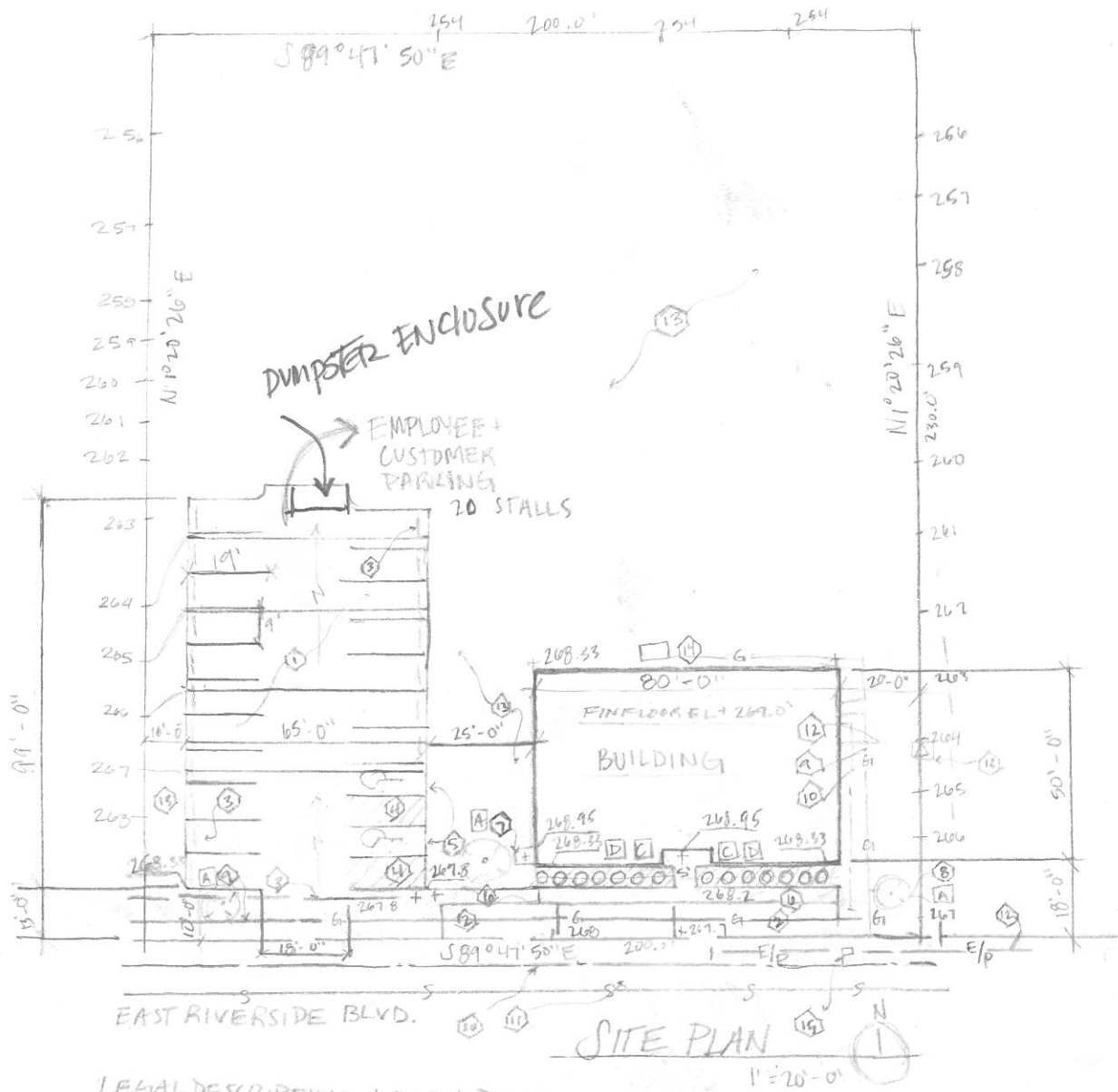
A T T E S T:

\_\_\_\_\_  
CITY CLERK

PASSED:

APPROVED:

PUBLISHED:



LEGAL DESCRIPTION: LOT 24 PLAT 6  
 ROCK VALLEY BUSINESS PARK  
 LOVES PARK, IL

SITE PLAN  
 1" = 20'-0"

ORDINANCE NO.

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

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

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

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

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

That a Variance from a required 40 foot building setback to a requested 20 foot  
building setback on the McFarland Road frontage in the R1 (Single Family  
Residential) Zoning District under the terms of the Zoning Ordinance No. 795 of  
the City of Loves Park, Illinois, is hereby granted on property legally described as  
follows:

Lot 39 as designated upon the Plat No. 2 of Park Valley, being a Subdivision of  
part of the Northeast Quarter of Section 34, Township 45 North, Range 2, East of  
the Third Principal Meridian, the Plat of which is recorded in the Recorder's  
Office of Winnebago County, Illinois in Book 44 of Plats, on Page 189B as  
Document No. 0451553; situated in the County of Winnebago and the State of  
Illinois

PROPERTY CODE: 08-34-282-006  
COMMONLY KNOWN AS: 5009 Park Valley Drive

Condition:

The variance shall only be applicable for an above ground pool as presented and  
approved with the site plan for the petition.

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

A P P R O V E D:

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MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

PASSED:

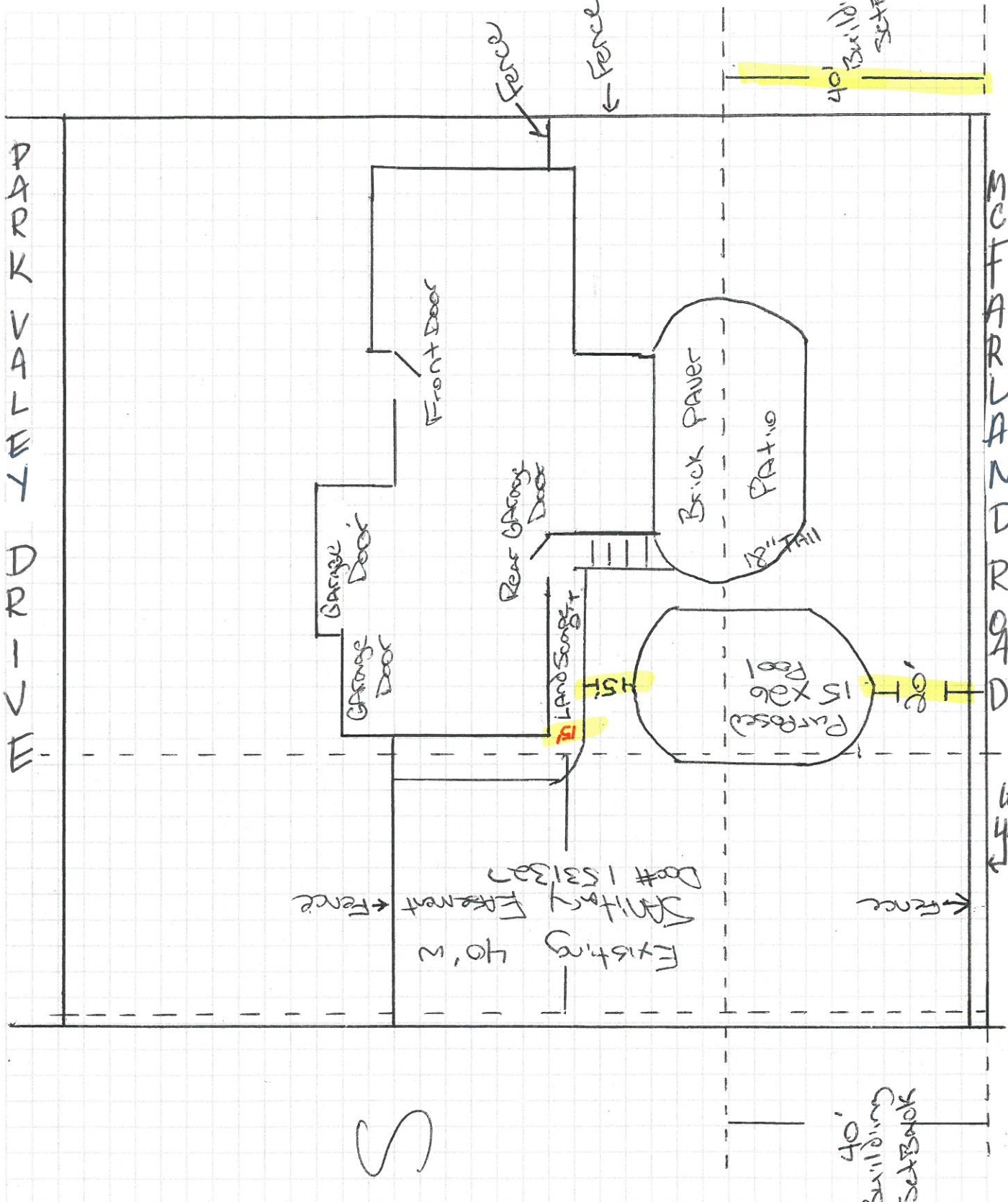
APPROVED:

PUBLISHED:

N

PARK VALLEY DRIVE

LAND ROAD



S

ORDINANCE NO.

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

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

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

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

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

That a Special Use Permit for a billboard sign over 600 square feet in the CR (Commercial Retail) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Lot Three (3) in Block Twelve (12) as designated upon the Plat of Fred L. Burr's River Park Subdivision in the North Half of the South Half of Section One, T. 44 N., R. 1 E. of the 3<sup>rd</sup> P. M., the Plat of which Subdivision is recorded in Book 12 of Plats on Page 32 in the Recorder's Office of Winnebago County, Illinois.

Lot Four (4) in Block Twelve (12) as designated upon the Plat of Fred L. Burr's River Park Subdivision, being a Subdivision in the North Half of the South Half of Section One, T. 44 N., R. 1 E. of the 3<sup>rd</sup> P. M., the Plat of which Subdivision is recorded in Book 12 of Plats on Page 32 in the Recorder's Office of Winnebago County, Illinois.

COMMONLY KNOWN AS: 11-01-405-007 & 11-01-405-008 E. Riverside  
Boulevard

PROPERTY CODE(S): 11-01-405-007 & 11-01-405-008

Conditions:

1. A pedestrian sidewalk shall be installed across the frontage of both properties, 11-01-405-007 & 11-01-405-008. Arrangements shall be coordinated with City Staff.
2. The combined square footage of both sign faces shall not exceed 792 square feet.
3. The billboard must comply with all of IDOT standards and regulations, and subject to the permitting process with the City of Loves Park.



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

A P P R O V E D:

\_\_\_\_\_  
MAYOR

A T T E S T:

\_\_\_\_\_  
CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

**DAN  
BIRRENKOTT  
SURVEYING**  
P.O. Box 237  
1677 N. Bristol Street  
Sun Prairie, WI. 53590  
Phone (608) 837-7463  
Fax (608) 837-1081

# SITE PLAN

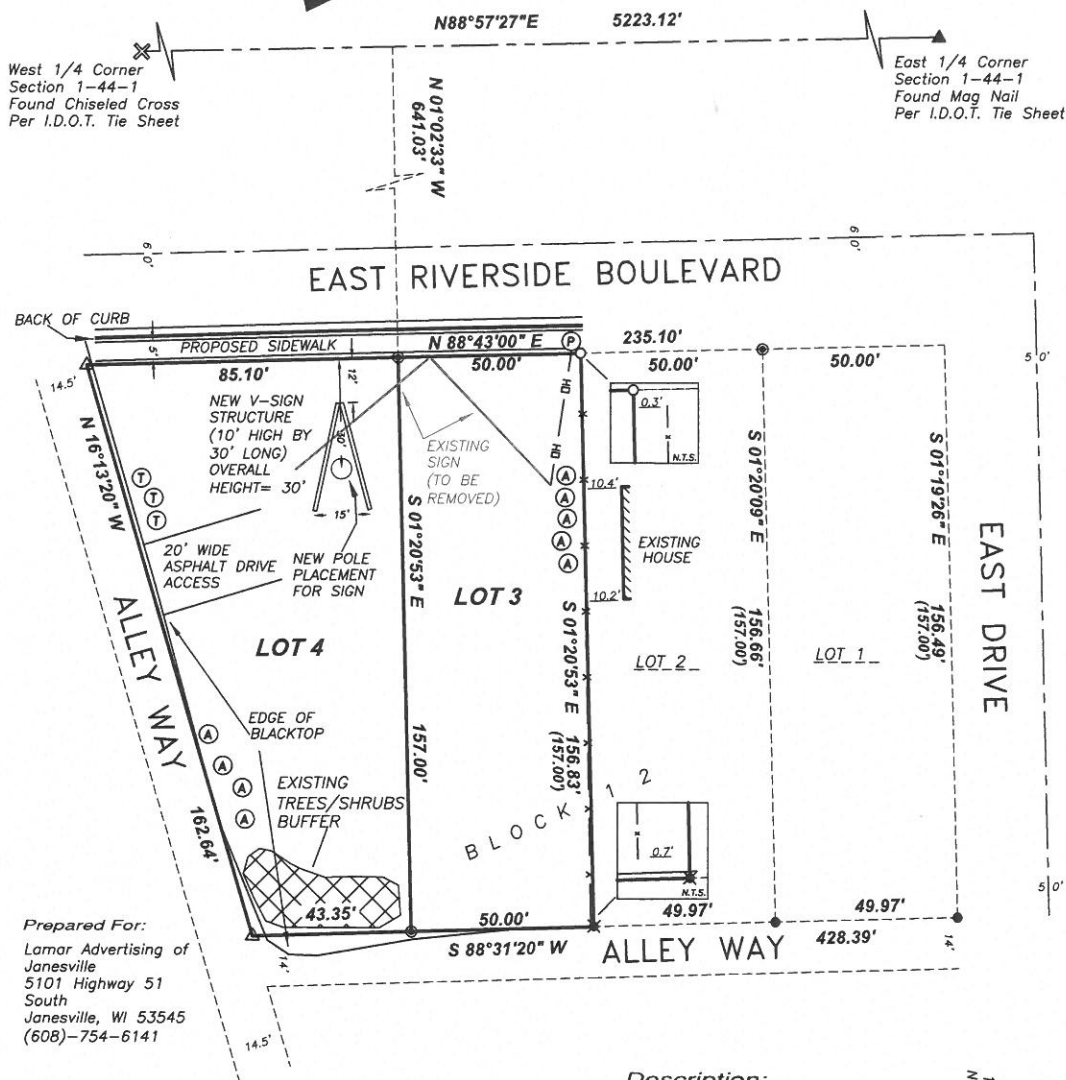
**SURVEYOR'S CERTIFICATE:**  
I, Daniel V. Birrenkott, an Illinois Professional Land Surveyor, certify that I have surveyed and described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Daniel V. Birrenkott, Professional Land Surveyor  
No. 035-003537



# DRAFT



Prepared For:  
Lamar Advertising of  
Janesville  
5101 Highway 51  
South  
Janesville, WI 53545  
(608)-754-6141

**Legend:**

- ⊙ = Found 1/4" Iron Bar
- ⊕ = Found 1 1/4" Iron Pipe
- ⊗ = Found 1/2" Iron Pipe
- = Found 1/2" Iron Bar
- ⊗ = Found Chiseled 'X' in concrete
- ▲ = Found Mag Nail
- △ = Set Mag Nail
- ( ) = Recorded as data
- Ⓟ = Power Pole
- = 3/4"x24" Iron Bar set min.wt.=1.50#/in.ft.
- x — = Chain Link Fence
- OH — = Overhead Utilities
- Ⓢ = Existing Tree
- Ⓐ = New Arbovitae Tree (6' Tall)

**Description:**

Lot 3 and 4, Block Sixteen (16) as designated upon the Plat of Fred L. Burr's River Park Subdivision, being a Subdivision in the North Half (1/2) of the South Half (1/2) of Section 1, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 12 of Plats on page 32 in the Recorder's Office of Winnebago County, situated in the County of Winnebago and State of Illinois.

Bearings referenced to the North line of the Southwest 1/4 of Section 1, Township 44 North, Range 1 East of the Third Principal Meridian, bearing N88°57'27" E

**Notes:**

This survey is subject to any and all easements and agreements both recorded and unrecorded.

Wetlands, if present have not been delineated.

This survey shows the billboard only, other improvements exist but were not located. No guarantee is made for below-ground structures.

Dated: April 3, 2019  
 Dated: February 14, 2019  
 Surveyed: T.A.S.  
 Drawn: B.T.S.  
 Checked: D.V.B.  
 Approved: D.V.B.  
 Field book: 372/B  
 Comp. File: J:\2018\CARLSON  
 Office Map No. 180961SP

ORDINANCE NO.

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

AN ORDINANCE AMENDING CHAPTER 102 - ZONING, ARTICLE III, DISTRICTS,  
SECTION 102-132 (E), OF THE CODE OF ORDINANCES OF THE CITY OF LOVES  
PARK

WHEREAS, the City desires to amend certain portions of Chapter 102 -  
Zoning, and

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

WHEREAS, said Board has made a report recommending the approval of  
the Text Amendment, and

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

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

Amend Article III, Districts, Division 1, Generally, Section 102-132 (e) as  
follows:

Fencing regulations. All fences shall be installed with the finished site facing the  
adjacent property and fence posts facing the property on which the fence is  
placed. There shall be no height restrictions for open mesh type fencing used to  
enclose publicly owned parks, recreation areas, or school sites. In all cases,  
barbed wire is not permitted. Fences shall not be permitted in recorded drainage  
easements.

All other provisions of Chapter 102, Article III, Districts, shall remain in effect as  
previously published.

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

A P P R O V E D:

\_\_\_\_\_  
MAYOR

AT T E S T:

\_\_\_\_\_  
CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO THE FOURTH  
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 that certain Third Amendment to the Redevelopment Agreement for SCL Business Park LLC, dated April 8, 2019 (“Third 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 5.7-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, Second Amendment and Third 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 Fourth Amendment to the Redevelopment Agreement by and between the City and Developer in substantially the same form as attached hereto as Exhibit "B" ("Fourth Amendment").
3. The Mayor is hereby authorized to sign the Fourth Amendment as well as any other necessary documentation required to finalize the Fourth 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 May 2019.

APPROVED:

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Mayor Gregory R. Jury

ATTEST:

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City Clerk Robert Burden

PUBLISHED:

**Ordinance  
EXHIBIT "A"  
Legal Description**

LOT THIRTEEN (13) 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.

**Ordinance  
EXHIBIT "B"  
Fourth Amendment**



**FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR  
SCL BUSINESS PARK, LLC**

This Fourth Amendment to the Redevelopment Agreement for SCL Business Park, LLC (“**Fourth Amendment**”), dated as of this \_\_\_\_\_ of May 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**”), a Second Amendment to the Redevelopment Agreement dated May 15, 2017 (the “**Second Amendment**”) and a Third Amendment to the Redevelopment Agreement dated April 8, 2019 (the “**Third 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” (“**Skyland Property**”) to be utilized for the construction of a 50,000 square foot building;

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

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Fourth 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 Fourth Amendment and by this reference are incorporated in this Section I.

**SECTION II**  
**AMENDMENTS TO EXISTING AGREEMENT**

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

2.2 Section 12.16 (as identified in the Third Amendment) is amended by deleting the following sentence therein: “ 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.”

2.3 Section 4.8 is created to the Original Agreement is hereby created to read as follows:

4.8 **Assignment of Rights to Skyland Corporation:** Pursuant to authority granted Developer in Section 4.5 hereof, Developer hereby irrevocably assigns to Skyland Corporation, an Illinois Corporation, or its assignee (“**Third Buyer/Third Assignee**”), and Third Buyer/Third Assignee hereby accepts, Developer’s right to receive all Available Developer Property Increment attributable to the Skyland Property as specifically set forth to be paid to Third Buyer/Third Assignee in the Redevelopment Agreement between the City and Third Buyer/Third Assignee dated May \_\_\_\_\_, 2019 (“**Skyland 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 Skyland Property to a third party prior to August 1, 2019.

**SECTION III**  
**CONSENT TO FIRST NATIONAL BANK**

3.1 Section 12.17 of the Original Agreement is hereby created to read as follows:

12.17 **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 Third Buyer/Third Assignee. Both First National Bank and Developer consent to the City entering into the Skyland RDA with Third Buyer/Third Assignee, understanding that the amounts paid to Third Buyer/Third 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. 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 Fourth Amendment and that it understands that the amounts paid pursuant to the Skyland 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 of \$826,960.00 and the reduction in the Maximum TIF Amount referenced in the Third Amendment of \$4,343,364.00, the Maximum TIF Amount shall be

reduced by an additional amount of \$813,730.00 herein. As a result of those reductions to the Maximum TIF Amount referenced in the Second Amendment, Third Amendment and this Fourth Amendment, the Maximum TIF Amount is reduced to \$10,013,946 and said amount is allocated to paragraphs numbered 1-4 in Exhibit C of the Original Agreement shall be adjusted as follows:

- (a) The amount in paragraph 1 shall equal \$1,000,000;
- (b) The amount in paragraph 2 shall equal \$3,500,000;
- (c) The amount in paragraph 3 shall equal \$3,184,270;
- (d) The amount in paragraph 4 shall equal \$2,329,676.

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** **GENERAL**

5.1 **Binding Effect.** The Original Agreement, as amended by this Fourth 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, the First Amendment, Second Amendment or Third Amendment, the terms of this Fourth Amendment shall control. This Fourth Amendment shall be binding upon and inure to the benefit of the City, Developer and their respective successors and permitted assigns.

5.2 **Counterparts.** This Fourth 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.

5.3 **Effective Date.** This Fourth 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 FOURTH 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 FOURTH AMENDMENT FOR THE SOLE PURPOSE OF EFFECTING THE CONSENT AND ACKNOWLEDGMENT SET FORTH IN THE NEWLY CREATED SECTION 12.17 REFERENCED ABOVE.

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT "A"**

### **Skyland Property Legal Description**

LOT THIRTEEN (13) 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.

**EXHIBIT “B”**

**Skyland RDA**

**REDEVELOPMENT AGREEMENT FOR**  
**SKYLANDSKYWARD CORPORATION**

This Redevelopment Agreement (“**Agreement**”) dated as of this \_\_\_\_<sup>th</sup> day of May, 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 SkylandSkyward Corporation, an Illinois Corporation having its principal office at 8173 Starwood, Loves Park, Illinois 61111 (“**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**”, legally described in “**Exhibit A**” (“**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 B**” 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 50,000 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 Developer up to the Maximum TIF Amount (hereinafter defined) for the acquisition of land, planning, marketing, architectural, engineering, legal, site preparation costs and other TIF eligible costs associated with the Developer Property; and

**WHEREAS**, Available Developer Property Increment (as defined below) 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 conditioned upon SCL and Bank executing an amendment to the Redevelopment Agreement entered into by the City and SCL on November 6, 2014 which will allow the Available Developer Property Increment to be paid to SkylandSkyward Corporation, an Illinois Corporation ("**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 in accordance with applicable law and approved by Developer in writing; 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 corporation in good standing under the laws of the State of Illinois;

(b) No litigation or proceedings are pending, or to the Developer's actual 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 Developer's actual 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 acquisition of land, development, financing, leasing, construction and maintenance of the Developer Project (the “**Developer Obligations**”), as contemplated by this Agreement, and to indemnify and hold the City harmless from any liability for such costs; 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, warrants and covenants 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;

(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;

(c) Subject to the City obtaining the Required Amendments, the City has, to the best of its actual knowledge, complied with the Act in all manners necessary to provide the TIF for the benefit of Developer, and the Developer Project, as contemplated by this Agreement;

(d) The Developer Project, as represented by Developer, is in furtherance of the objectives of the Redevelopment Plan in accordance with the Act; and,

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.** Subject to the Developer Project Acquisition Contingency (as defined below), Developer shall acquire title to the Developer Property and complete construction of a new building (the “**Facility**”) of no less than 50,000 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 July 1, 2020, subject to any

Permitted Delays. 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 “C”** and comply with other agreements of record, including but not limited to the valid and enforceable Annexation Agreements (collectively, the “**Legal Requirements**”). Any construction must be subject to the City’s Ordinance required review and approval process for other development and construction projects occurring throughout the City. Notwithstanding anything contained within this Agreement to the contrary, in the event Developer, for any reason, has failed to obtain title to the Developer Property on or before August 1, 2019, then this Agreement, and all its terms and conditions, shall automatically terminate as of such date and neither party shall have any further obligation or liability hereunder (the “**Developer Project Acquisition Contingency**”).

3.2. **Responsibility for Developer Obligations.** The Developer shall remain ultimately responsible for Developer Obligations 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 Obligations.

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 may include but not be limited to the acquisition of the Developer Property, utility installation, costs of surveys, architectural planning, engineering planning and design, architectural planning and design, geotechnical reports, environmental reports, 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 the City’s municipal ordinances, as amended from time-to-time (the “**City Ordinances**”), 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 be conducted in accordance with the City Ordinances and policies generally applicable throughout the City.

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. The Developer agrees not to protest the assessed valuation of the Developer Property and improvements constructed thereon during the life of this Agreement.

#### **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 Costs 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 Costs for which certification is sought (each a "**Request for Certification**"). Such Request for Certification shall be accompanied, if applicable, 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. The City acknowledges that Developer may assign a portion of its Available Developer Property Increment (hereinafter defined) at the time it acquires the Developer Property as satisfaction of its contractual obligation for the acquisition costs of the Developer Property. If a Request for Certification is deficient, the City shall notify the Developer of the specific deficiencies in writing 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 may initially be temporary), 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 Developer Property Increment less the amount of City Increment, as hereinafter defined, which is deposited into the Special Tax Allocation Fund, as hereinafter defined, from the date of this Agreement through December 31, 2020 and Eighty percent (80%) of the Developer Property Increment less the City Increment deposited into the Special Tax Allocation Fund after December 31, 2020. "City Increment" shall, through the term of this Agreement, equal costs incurred by the City equal to Five Thousand Dollars (\$5,000) each year in which Developer requests certification of Developer Eligible Redevelopment Project Costs

pursuant to Section 4.2 and equal to Two Thousand Five Hundred Dollars (\$2,500) for each year where no certification of Developer Eligible Redevelopment Project Costs is sought. The City Increment is to reimburse the City for its annual expenses associated with the administration of the Special Tax Allocation Fund herein defined and for the certification of Developer Eligible Costs as indicated in Section 4.2. To the extent any portion of the City Increment is not paid to the City in any given year, those unpaid amounts will accrue for the benefit of the City and be paid once funds are available as a part of the Available Developer Property Increment. For purposes of this Agreement, the term “**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 up to Six Hundred ~~Eighty-Five~~Twenty Thousand Seven Hundred Thirty Dollars (\$~~685620~~,730.00) of its rights to future payments of Available Developer Property Increment to ~~SCL~~ Business Park ~~[Must confirm Entity Name]~~.

## **SECTION V** **CITY OBLIGATIONS**

5.1. **Payment of Available Developer Property Increment.** On or before December 1<sup>st</sup> of each year for the duration of this Agreement, the City shall, in accordance with the terms and conditions of this Agreement, 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 ~~Eight~~Seven Hundred ~~Fifteen~~Fifty Thousand Seven Hundred Thirty Dollars (\$~~815750~~,730.00) (“**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 June 30, 2019, and the Developer Project Acquisition Contingency.

## **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 Available Developer Property Increment 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 Available Developer Property 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 Agreements. To the extent that it should be determined by the State of Illinois or by a court of competent jurisdiction by non-appealable final order that the Developer has not met the requirements of the Act, such determination will be deemed an Event of Default hereunder such that Developer shall not be entitled to any further distributions of Available Developer Property 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 construction 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; provided, that in the event such default is non-monetary and cannot with due diligence be wholly cured within said sixty (60) day period, then the defaulting party shall not be in default so long as the defaulting party shall commence the curing thereof and thereafter proceed diligently to cure the same. 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 which may have been granted by Developer, 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, subject to the notice and cure rights herein. Provided the default by Developer is cured within the time frames set forth herein, those annual payments which would have been paid, if not for Developer default, will then be paid to Developer. Notwithstanding the foregoing, City agrees that in the event of default by Developer, City will not cease making payments to ~~SCL Business Park~~ **[Must Confirm Entity Name]** which were assigned pursuant to Section 4.4 hereof.

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 and of the City described in Section 2.2 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 Available Developer Property Increment which is due under this Agreement, 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 payment which may become due pursuant to the terms of the Spring Creek Lakes Maintenance SSA dated August 14, 2017 and recorded August 25, 2017 as Document Number 20171026105 in the office of the Winnebago County Recorder.

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 ("**Permitted Delays**"). 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 becoming actually aware of 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 any uncured Event of Default under the terms and conditions of this Agreement. Developer further agrees to defend, indemnify and hold harmless City for any liability arising out of the Developer Project other than that resulting solely from a willful or negligent act of the City. Notwithstanding anything contained within this Agreement to the contrary, in no event shall either party be liable for special, punitive or consequential damages.

10.9. **Intentionally Omitted.**

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

To the Developer:

~~Skyland~~Skyward Corporation

Attn: Bruce Vorel

8713 Starwood Dr.

Loves Park, Illinois 61111



With Copy to:  
Geissler Law Office  
Attn: Attorney Burkhard Geissler  
6845 Weaver Road, Suite #100  
Rockford, IL 61114

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

With Copy To:  
Nicolosi Galluzzo LLP  
Attn: Attorney Gino Galluzzo  
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 17<sup>th</sup> Judicial Circuit, Winnebago County, Illinois.

10.15. **Local Labor:** Developer agrees that qualified subcontractors based in the City of Loves Park or Winnebago County, Illinois, with competitive bids, shall be preferred for all construction work on the Developer Project.

10.16. **July Trial Waiver:** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL CONSIDERATION AND INDUCEMENT TO THE EXECUTION OF THIS AGREEMENT, AND CONSTITUTES A KNOWING AND VOLUNTARY WAIVER.

**REST OF PAGE INTENTIONALLY BLANK**

**SIGNATURE PAGE**

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

**SkylandSkyward Corporation,  
An Illinois Corporation**

By: \_\_\_\_\_  
Robert Chanson, Its President

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

By: \_\_\_\_\_  
Gregory R. Jury, Mayor

ATTEST

By: \_\_\_\_\_  
Robert Burden, City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

[See Attached Legal Description for the Redevelopment Project Area]

## EXHIBIT A

### LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

#### Parcel 1

Part of the Southwest Quarter of Section 25, part of the East half of Section 35, part of the West half of Section 36, all located in Township 45 North, Range 2 East of the Third Principal Meridian, also part of the Northwest Quarter of Section 1 and part of the Northeast Quarter of Section 2, both located in 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 Southeast Quarter of said Section 35; thence South  $88^{\circ}24'20''$  West along the North line of said Quarter Section, a distance of 15.46 feet to the point of beginning of this description; thence South  $88^{\circ}24'20''$  West along the North line of said Quarter Section, a distance of 1054.30 feet to the Easterly right-of-way line of Interstate 90; thence South  $00^{\circ}23'02''$  East along the Easterly right-of-way line of Interstate 90, a distance of 4236.75 feet; thence South  $22^{\circ}10'45''$  East along the Easterly right-of-way line of Interstate 90, a distance of 376.91 feet; thence North  $35^{\circ}16'59''$  East, a distance of 75.29 feet; thence North  $09^{\circ}48'31''$  West, a distance of 303.51 feet; thence North  $48^{\circ}10'17''$  East, a distance of 520.43 feet; thence North  $00^{\circ}48'26''$  West, a distance of 236.18 feet; thence North  $79^{\circ}18'25''$  East, a distance of 587.18 feet; thence North  $65^{\circ}18'05''$  East, a distance of 584.77 feet to the Westerly right-of-way line of Interstate Boulevard; thence North  $00^{\circ}13'49''$  West along the Westerly right-of-way line of Interstate Boulevard, a distance of 684.67 feet to the South line of the Southwest Quarter of said Section 36; thence North  $88^{\circ}25'51''$  East along the South line of the Southwest Quarter of said Section 36, a distance of 562.89 feet; thence North  $22^{\circ}57'39''$  East, a distance of 666.78 feet; thence North  $01^{\circ}19'57''$  West, a distance of 233.40 feet; thence North  $22^{\circ}58'45''$  East, a distance of 534.61 feet; thence North  $88^{\circ}35'37''$  East, a distance of 841.05 feet; thence North  $54^{\circ}39'25''$  East, a distance of 264.46 feet to the East line of the Southwest Quarter of said Section 36; thence North  $00^{\circ}57'46''$  West along the East line of the Southwest Quarter of said Section 36, a distance of 503.53 feet; thence South  $89^{\circ}02'16''$  West, a distance of 491.53 feet; thence North  $00^{\circ}57'44''$  West, a distance of 668.32 feet to the South line of the Northwest Quarter of said Section 36; thence North  $88^{\circ}25'51''$  East along the South line of the Northwest Quarter of said Section 36, a distance of 491.55 feet to the East line of the Northwest Quarter of said Section 36; thence North  $00^{\circ}57'46''$  West along the East line of the Northwest Quarter of said Section 36, a distance of 1865.89 feet; thence South  $88^{\circ}25'50''$  West, a distance of 640.65 feet; thence North  $00^{\circ}57'30''$  West, a distance of 339.92 feet; thence North  $88^{\circ}25'50''$  East, a distance of 640.62 feet to the East line of the Northwest Quarter of said Section 36; thence North  $00^{\circ}57'46''$  West along the East line of the Northwest Quarter of said Section 36, a distance of 442.61 feet to the Southeast corner of the Southwest Quarter of said Section 25, thence North  $00^{\circ}53'13''$  West along the East line of the Southwest Quarter of said Section 25, a distance of 1255.15 feet to the Southerly right-of-way line of Harlem Road; thence North  $88^{\circ}14'19''$  West along the Southerly right-of-way line of Harlem Road, a distance of 1953.68 feet; thence along the curved Southerly right-of-way line of Harlem Road being a curve to the left said curve having a radius of 1399.69 feet, and a central angle of  $18^{\circ}34'00''$ , the chord of which bears South  $82^{\circ}28'41''$  West, a distance of 451.59 feet, thence South  $73^{\circ}11'41''$  West along the Southerly right-of-way line of Harlem Road, a distance of 20.89 feet;

thence South 54°21'22" West along the Southerly right-of-way line of Harlem Road, a distance of 52.20 feet; thence South 75°06'05" West along the Southerly right-of-way line of Harlem Road, a distance of 189.13 feet to the West line of said Section 25; thence South 01°08'36" East along the West line of said Section 25, a distance of 1243.43 feet to the Northwest corner of the Northwest Quarter of said Section 36; thence South 00°50'28" East along the West line of the Northwest Quarter of said Section 36, a distance of 2079.75 feet; thence along a non-tangent curve to the left said curve having a radius of 750.00 feet, and a central angle of 44°31'51", the chord of which bears South 00°43'05" West, a distance of 568.35 feet to the point of beginning. Containing 456.337 acres more or less. Situated in the County of Winnebago, State of Illinois.

and

### Parcel 2

Part of the East half (112) of the Southeast Quarter (1/4) of Section 26, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit:

Beginning at the Southeast corner of said Quarter (1/4) Section; thence South 89°-23'-08" West, along the South line of said Quarter (1/4) Section, a distance of 300 feet; thence North 00°-13'08" West, parallel with the East line of said Quarter (1/4) Section, a distance of 250.00 feet; thence North 89°-23'-08" East, parallel with the South line of said Quarter (1/4) Section, a distance of 250.00 feet to a point 50.0 feet West of the East line of said Quarter (1/4) Section, thence North 00°-13'-58" West parallel with the East line of said Quarter (1/4) Section a distance of 981.61 feet to the Southerly right-of-way line of Harlem Road (County Highway No. 25); thence North 75°48'-10" East, along the South line of said Harlem Road, a distance of 51.52 feet to the East line of said Quarter (1/4) Section; thence South 00°-13'-58" East, along the East line of said Quarter (1/4) Section, a distance of 1243.71 feet to the Point of Beginning. Containing 2.855 acres.

## EXHIBIT B

### LEGAL DESCRIPTION ~~AND DEPICTION~~ OF DEVELOPER PROPERTY

LOT THIRTEEN (13) 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.

## 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 unless the City's Director of Community Development approves otherwise.-
  - 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 SKYLAND CORPORATION

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, Skyland Corporation, an Illinois Corporation ("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 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 \_\_\_\_\_, 2019.

APPROVED:

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Mayor Gregory R. Jury

ATTEST:

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City Clerk Robert J. Burden

PUBLISHED:

**Ordinance  
EXHIBIT "A"  
Redevelopment Agreement**

**REDEVELOPMENT AGREEMENT FOR**  
**SKYLANDSKYWARD CORPORATION**

This Redevelopment Agreement (“**Agreement**”) dated as of this \_\_\_\_<sup>th</sup> day of May, 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 SkylandSkyward Corporation, an Illinois Corporation having its principal office at 8173 Starwood, Loves Park, Illinois 61111 (“**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**”, legally described in “**Exhibit A**” (“**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 B**” 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 50,000 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 Developer up to the Maximum TIF Amount (hereinafter defined) for the acquisition of land, planning, marketing, architectural, engineering, legal, site preparation costs and other TIF eligible costs associated with the Developer Property; and

**WHEREAS**, Available Developer Property Increment (as defined below) 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 conditioned upon SCL and Bank executing an amendment to the Redevelopment Agreement entered into by the City and SCL on November 6, 2014 which will allow the Available Developer Property Increment to be paid to SkylandSkyward Corporation, an Illinois Corporation ("**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 in accordance with applicable law and approved by Developer in writing; 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 corporation in good standing under the laws of the State of Illinois;

(b) No litigation or proceedings are pending, or to the Developer's actual 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 Developer's actual 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 acquisition of land, development, financing, leasing, construction and maintenance of the Developer Project (the “**Developer Obligations**”), as contemplated by this Agreement, and to indemnify and hold the City harmless from any liability for such costs; 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, warrants and covenants 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;

(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;

(c) Subject to the City obtaining the Required Amendments, the City has, to the best of its actual knowledge, complied with the Act in all manners necessary to provide the TIF for the benefit of Developer, and the Developer Project, as contemplated by this Agreement;

(d) The Developer Project, as represented by Developer, is in furtherance of the objectives of the Redevelopment Plan in accordance with the Act; and,

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.** Subject to the Developer Project Acquisition Contingency (as defined below), Developer shall acquire title to the Developer Property and complete construction of a new building (the “**Facility**”) of no less than 50,000 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 July 1, 2020, subject to any

Permitted Delays. 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 “C”** and comply with other agreements of record, including but not limited to the valid and enforceable Annexation Agreements (collectively, the “**Legal Requirements**”). Any construction must be subject to the City’s Ordinance required review and approval process for other development and construction projects occurring throughout the City. Notwithstanding anything contained within this Agreement to the contrary, in the event Developer, for any reason, has failed to obtain title to the Developer Property on or before August 1, 2019, then this Agreement, and all its terms and conditions, shall automatically terminate as of such date and neither party shall have any further obligation or liability hereunder (the “**Developer Project Acquisition Contingency**”).

3.2. **Responsibility for Developer Obligations.** The Developer shall remain ultimately responsible for Developer Obligations 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 Obligations.

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 may include but not be limited to the acquisition of the Developer Property, utility installation, costs of surveys, architectural planning, engineering planning and design, architectural planning and design, geotechnical reports, environmental reports, 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 the City’s municipal ordinances, as amended from time-to-time (the “**City Ordinances**”), 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 be conducted in accordance with the City Ordinances and policies generally applicable throughout the City.

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. The Developer agrees not to protest the assessed valuation of the Developer Property and improvements constructed thereon during the life of this Agreement.

#### 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 Costs 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 Costs for which certification is sought (each a "**Request for Certification**"). Such Request for Certification shall be accompanied, if applicable, 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. The City acknowledges that Developer may assign a portion of its Available Developer Property Increment (hereinafter defined) at the time it acquires the Developer Property as satisfaction of its contractual obligation for the acquisition costs of the Developer Property. If a Request for Certification is deficient, the City shall notify the Developer of the specific deficiencies in writing 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 may initially be temporary), 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 Developer Property Increment less the amount of City Increment, as hereinafter defined, which is deposited into the Special Tax Allocation Fund, as hereinafter defined, from the date of this Agreement through December 31, 2020 and Eighty percent (80%) of the Developer Property Increment less the City Increment deposited into the Special Tax Allocation Fund after December 31, 2020. "City Increment" shall, through the term of this Agreement, equal costs incurred by the City equal to Five Thousand Dollars (\$5,000) each year in which Developer requests certification of Developer Eligible Redevelopment Project Costs

pursuant to Section 4.2 and equal to Two Thousand Five Hundred Dollars (\$2,500) for each year where no certification of Developer Eligible Redevelopment Project Costs is sought. The City Increment is to reimburse the City for its annual expenses associated with the administration of the Special Tax Allocation Fund herein defined and for the certification of Developer Eligible Costs as indicated in Section 4.2. To the extent any portion of the City Increment is not paid to the City in any given year, those unpaid amounts will accrue for the benefit of the City and be paid once funds are available as a part of the Available Developer Property Increment. For purposes of this Agreement, the term “**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 up to Six Hundred ~~Eighty-Five~~Twenty Thousand Seven Hundred Thirty Dollars (\$~~685620~~,730.00) of its rights to future payments of Available Developer Property Increment to ~~SCL~~ Business Park ~~[Must confirm Entity Name]~~.

## **SECTION V** **CITY OBLIGATIONS**

5.1. **Payment of Available Developer Property Increment.** On or before December 1<sup>st</sup> of each year for the duration of this Agreement, the City shall, in accordance with the terms and conditions of this Agreement, 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 ~~Eight~~Seven Hundred ~~Fifteen~~Fifty Thousand Seven Hundred Thirty Dollars (\$~~815750~~,730.00) (“**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 June 30, 2019, and the Developer Project Acquisition Contingency.

## **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 Available Developer Property Increment 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 Available Developer Property 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 Agreements. To the extent that it should be determined by the State of Illinois or by a court of competent jurisdiction by non-appealable final order that the Developer has not met the requirements of the Act, such determination will be deemed an Event of Default hereunder such that Developer shall not be entitled to any further distributions of Available Developer Property 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 construction 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; provided, that in the event such default is non-monetary and cannot with due diligence be wholly cured within said sixty (60) day period, then the defaulting party shall not be in default so long as the defaulting party shall commence the curing thereof and thereafter proceed diligently to cure the same. 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 which may have been granted by Developer, 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, subject to the notice and cure rights herein. Provided the default by Developer is cured within the time frames set forth herein, those annual payments which would have been paid, if not for Developer default, will then be paid to Developer. Notwithstanding the foregoing, City agrees that in the event of default by Developer, City will not cease making payments to ~~SCL Business Park~~ **[Must Confirm Entity Name]** which were assigned pursuant to Section 4.4 hereof.

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 and of the City described in Section 2.2 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 Available Developer Property Increment which is due under this Agreement, 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 payment which may become due pursuant to the terms of the Spring Creek Lakes Maintenance SSA dated August 14, 2017 and recorded August 25, 2017 as Document Number 20171026105 in the office of the Winnebago County Recorder.

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 ("**Permitted Delays**"). 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 becoming actually aware of 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 any uncured Event of Default under the terms and conditions of this Agreement. Developer further agrees to defend, indemnify and hold harmless City for any liability arising out of the Developer Project other than that resulting solely from a willful or negligent act of the City. Notwithstanding anything contained within this Agreement to the contrary, in no event shall either party be liable for special, punitive or consequential damages.

10.9. **Intentionally Omitted.**

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

To the Developer:

~~Skyland~~Skyward Corporation

Attn: Bruce Vorel

8713 Starwood Dr.

Loves Park, Illinois 61111

With Copy to:  
Geissler Law Office  
Attn: Attorney Burkhard Geissler  
6845 Weaver Road, Suite #100  
Rockford, IL 61114

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

With Copy To:  
Nicolosi Galluzzo LLP  
Attn: Attorney Gino Galluzzo  
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 17<sup>th</sup> Judicial Circuit, Winnebago County, Illinois.

10.15. **Local Labor:** Developer agrees that qualified subcontractors based in the City of Loves Park or Winnebago County, Illinois, with competitive bids, shall be preferred for all construction work on the Developer Project.

10.16. **July Trial Waiver:** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL CONSIDERATION AND INDUCEMENT TO THE EXECUTION OF THIS AGREEMENT, AND CONSTITUTES A KNOWING AND VOLUNTARY WAIVER.

**REST OF PAGE INTENTIONALLY BLANK**



**SIGNATURE PAGE**

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

**SkylandSkyward Corporation,  
An Illinois Corporation**

By: \_\_\_\_\_  
Robert Chanson, Its President

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

By: \_\_\_\_\_  
Gregory R. Jury, Mayor

ATTEST

By: \_\_\_\_\_  
Robert Burden, City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

[See Attached Legal Description for the Redevelopment Project Area]

## EXHIBIT A

### LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

#### Parcel 1

Part of the Southwest Quarter of Section 25, part of the East half of Section 35, part of the West half of Section 36, all located in Township 45 North, Range 2 East of the Third Principal Meridian, also part of the Northwest Quarter of Section 1 and part of the Northeast Quarter of Section 2, both located in 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 Southeast Quarter of said Section 35; thence South  $88^{\circ}24'20''$  West along the North line of said Quarter Section, a distance of 15.46 feet to the point of beginning of this description; thence South  $88^{\circ}24'20''$  West along the North line of said Quarter Section, a distance of 1054.30 feet to the Easterly right-of-way line of Interstate 90; thence South  $00^{\circ}23'02''$  East along the Easterly right-of-way line of Interstate 90, a distance of 4236.75 feet; thence South  $22^{\circ}10'45''$  East along the Easterly right-of-way line of Interstate 90, a distance of 376.91 feet; thence North  $35^{\circ}16'59''$  East, a distance of 75.29 feet; thence North  $09^{\circ}48'31''$  West, a distance of 303.51 feet; thence North  $48^{\circ}10'17''$  East, a distance of 520.43 feet; thence North  $00^{\circ}48'26''$  West, a distance of 236.18 feet; thence North  $79^{\circ}18'25''$  East, a distance of 587.18 feet; thence North  $65^{\circ}18'05''$  East, a distance of 584.77 feet to the Westerly right-of-way line of Interstate Boulevard; thence North  $00^{\circ}13'49''$  West along the Westerly right-of-way line of Interstate Boulevard, a distance of 684.67 feet to the South line of the Southwest Quarter of said Section 36; thence North  $88^{\circ}25'51''$  East along the South line of the Southwest Quarter of said Section 36, a distance of 562.89 feet; thence North  $22^{\circ}57'39''$  East, a distance of 666.78 feet; thence North  $01^{\circ}19'57''$  West, a distance of 233.40 feet; thence North  $22^{\circ}58'45''$  East, a distance of 534.61 feet; thence North  $88^{\circ}35'37''$  East, a distance of 841.05 feet; thence North  $54^{\circ}39'25''$  East, a distance of 264.46 feet to the East line of the Southwest Quarter of said Section 36; thence North  $00^{\circ}57'46''$  West along the East line of the Southwest Quarter of said Section 36, a distance of 503.53 feet; thence South  $89^{\circ}02'16''$  West, a distance of 491.53 feet; thence North  $00^{\circ}57'44''$  West, a distance of 668.32 feet to the South line of the Northwest Quarter of said Section 36; thence North  $88^{\circ}25'51''$  East along the South line of the Northwest Quarter of said Section 36, a distance of 491.55 feet to the East line of the Northwest Quarter of said Section 36; thence North  $00^{\circ}57'46''$  West along the East line of the Northwest Quarter of said Section 36, a distance of 1865.89 feet; thence South  $88^{\circ}25'50''$  West, a distance of 640.65 feet; thence North  $00^{\circ}57'30''$  West, a distance of 339.92 feet; thence North  $88^{\circ}25'50''$  East, a distance of 640.62 feet to the East line of the Northwest Quarter of said Section 36; thence North  $00^{\circ}57'46''$  West along the East line of the Northwest Quarter of said Section 36, a distance of 442.61 feet to the Southeast corner of the Southwest Quarter of said Section 25, thence North  $00^{\circ}53'13''$  West along the East line of the Southwest Quarter of said Section 25, a distance of 1255.15 feet to the Southerly right-of-way line of Harlem Road; thence North  $88^{\circ}14'19''$  West along the Southerly right-of-way line of Harlem Road, a distance of 1953.68 feet; thence along the curved Southerly right-of-way line of Harlem Road being a curve to the left said curve having a radius of 1399.69 feet, and a central angle of  $18^{\circ}34'00''$ , the chord of which bears South  $82^{\circ}28'41''$  West, a distance of 451.59 feet, thence South  $73^{\circ}11'41''$  West along the Southerly right-of-way line of Harlem Road, a distance of 20.89 feet;

thence South 54°21'22" West along the Southerly right-of-way line of Harlem Road, a distance of 52.20 feet; thence South 75°06'05" West along the Southerly right-of-way line of Harlem Road, a distance of 189.13 feet to the West line of said Section 25; thence South 01°08'36" East along the West line of said Section 25, a distance of 1243.43 feet to the Northwest corner of the Northwest Quarter of said Section 36; thence South 00°50'28" East along the West line of the Northwest Quarter of said Section 36, a distance of 2079.75 feet; thence along a non-tangent curve to the left said curve having a radius of 750.00 feet, and a central angle of 44°31'51", the chord of which bears South 00°43'05" West, a distance of 568.35 feet to the point of beginning. Containing 456.337 acres more or less. Situated in the County of Winnebago, State of Illinois.

and

### Parcel 2

Part of the East half (112) of the Southeast Quarter (1/4) of Section 26, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit:

Beginning at the Southeast corner of said Quarter (1/4) Section; thence South 89°-23'-08" West, along the South line of said Quarter (1/4) Section, a distance of 300 feet; thence North 00°-13'08" West, parallel with the East line of said Quarter (1/4) Section, a distance of 250.00 feet; thence North 89°-23'-08" East, parallel with the South line of said Quarter (1/4) Section, a distance of 250.00 feet to a point 50.0 feet West of the East line of said Quarter (1/4) Section, thence North 00°-13'-58" West parallel with the East line of said Quarter (1/4) Section a distance of 981.61 feet to the Southerly right-of-way line of Harlem Road (County Highway No. 25); thence North 75°48'-10" East, along the South line of said Harlem Road, a distance of 51.52 feet to the East line of said Quarter (1/4) Section; thence South 00°-13'-58" East, along the East line of said Quarter (1/4) Section, a distance of 1243.71 feet to the Point of Beginning. Containing 2.855 acres.

## EXHIBIT B

### LEGAL DESCRIPTION ~~AND DEPICTION~~ OF DEVELOPER PROPERTY

LOT THIRTEEN (13) 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.

## 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 unless the City's Director of Community Development approves otherwise.-
  - 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 RECLASSIFYING THE LIQUOR LICENSE LOCATED AT 6450 EAST RIVERSIDE BOULEVARD FROM A CLASS “F” LIQUOR LICENSE TO A CLASS “A” LIQUOR LICENSE PER CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS**

WHEREAS, Chapter 6, Sections 6-37 and 6-43 of the Loves Park Code of Ordinances (“Code”) of the City of Loves Park (“City”) regulate the number and classes of liquor licenses, respectively, existing within the City; and

WHEREAS, a Class “A” liquor license authorizes the retail sale on the premises specified of alcoholic liquor for consumption on the premises as well as other packaged retail sale of such liquor, providing however, that the other packaged retail sales of such liquor shall not exceed ten percent of the total sales of alcoholic beverages; and

WHEREAS, the City now desires to approve the reclassification of the liquor license located at 6450 East Riverside Boulevard from a Class “F” liquor license to a Class “A” liquor license, pursuant to Chapter 6, Section 6-37 and 6-43 of the Code; and

WHEREAS, said liquor license shall be issued for use only within the portion of the premises located at 6450 East Riverside Boulevard, Loves Park, Illinois, 61111 which is occupied by Licensee (“Premises”) and subject to the conditions set forth herein; and

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

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “A” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. In addition to the conditions set forth in Paragraph 4 of this Ordinance, final issuance of the liquor license by the Local Liquor Commissioner will be subject to review and approval of the liquor license application by the Local Liquor Commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. In addition to the conditions set forth above, final issuance of the said license will be further subject to the Licensee meeting and following conditions, at the City’s sole discretion.
  - a) Final approval by the City of architectural plans for issuance of any required building permits; and
  - b) Issuance of an occupancy permit to Licensee by the City.
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.

APPROVED:

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Mayor Greg Jury

ATTEST:

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City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.