

Council Agenda	2
Council Minutes	5
Police Report	9
Street Report	10
Water Report	11
Finance Committee Agenda & Minutes	12
Public Works Committee Agenda & Minutes	14
Resolution - Harlem Middle School Donation	16
Resolution - Citizenserve software	19
Resolution - MFT salt-street lighting for 2019	25
Resolution - MFT salt-street lighting for 2020	26
Resolution - Authorizing snow removal	27
Ordinance 2nd Reading - SUP 215,217,221,225 E. Riverside Blvd.	28
Ordinance 2ndReading - Text Amendment Chapter 102 Article III Districts	
Division 2 Residential Section 102-152	33
Ordinance 2nd Reading - Catering Liquor License-Aero Ale House	35
Ordinance 1st Reading - CRV Property (Colliers) RDA	37
Ordinance 1st Reading - Batteries Plus RDA	54

LOVES PARK CITY COUNCIL AGENDA–NOVEMBER 11, 2019- 6 P.M.
AT CITY HALL COUNCIL CHAMBERS, 100 HEART BLVD.,
LOVES PARK, 61111

I. CALL TO ORDER

II. INVOCATION & PLEDGE OF ALLEGIANCE

- 1. Invocation given by Pastor Dave Aldridge of Bethany Presbyterian Church, followed by the Pledge of Allegiance.**

III. ROLL CALL

IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING

V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS

VI. APPROVE PAYMENT OF BILLS

VII. OFFICER'S REPORTS

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

VIII. COMMITTEE REPORTS

- 1. Finance and Administration/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. Resolution authorizing a donation to Harlem Middle School to help offset expenses for the 7th grade Exploratory Art students to travel to Washington D.C. for the National Christmas Tree Lighting Ceremony.**
- 2. Resolution authorizing the Community Development/Public Works Director to sign the order form and service agreement to purchase a software suite from Online Solutions, LLC (Citizenserve) for \$14,700.00.**
- 3. Resolution appropriating Motor Fuel Tax funds in the amount of \$541,811.08 for the purpose of maintaining streets and highways for 2019.**
- 4. Resolution appropriating Motor Fuel Tax funds in the amount of \$459,960.00 for the purpose of maintaining streets and highways for 2020.**
- 5. Resolution authorizing the Street Department Manager to hire Medrano's Landscaping for snow removal services for city properties for the 2019-2020 winter season.**

XII. ORDINANCES 2ND READING

- 1. Ordinance providing for a Special Use Permit for a boat sales establishment with outside display at the property known as 215, 217, 221 and 225 E. Riverside Blvd.**
- 2. Ordinance providing for a Text Amendment for Chapter 102, Zoning, Article III, Districts, Division 2, Residential, Section 102-152.**
- 3. Ordinance providing for the issuance of a Class CTR (Catering) Liquor License to Aero Ale House.**

XIII. ORDINANCES 1ST READING

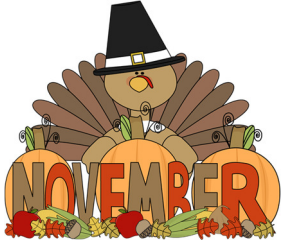
- 1. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Batteries Plus of Rockford, Inc.**
- 2. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with CRV Properties, LLC - Forest Hills Road Series.**

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, November 4, 2019

Loves Park City Hall

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

Alderman Charles Frykman opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 10/28/19 The Journal of Proceedings for the regular meeting of October 28, 2019, was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
2. Comcast Changes Received a notice from Comcast of the cancellation of FM Cable Network, effective January 1, 2020. Placed on file.
3. KNIB Funding Request Received a funding request from Keep Northern Illinois Beautiful, for the 2020 Christmas Tree Recycling Program. Referred to Finance and Administration Committee.
4. Water Department Bills Alderman Jacobson presented the Water Department bills dated October 28, 2019 in the amount of \$22,844.60, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
5. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated October 28, 2019 in the amount of \$212,095.82, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Little, Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
6. Public Safety Report Alderman Allton presented the Police Department Report dated November 4, 2019; to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated November 4, 2019; presented the Water Department Report dated November 4, 2019, to be placed on file.
8. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated November 4, 2019 in the amount of \$1,110,185.19; for consideration at next week's city council meeting; presented the minutes from the committee meeting held October 28, 2019, to be placed on file.

9. Public Safety Committee Alderman Allton of the Public Safety Committee presented the committee minutes from the meeting held October 28, 2019, to be placed on file.
10. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated November 4, 2019 in the amount of \$18,622.17, for consideration at next week's city council meeting.
11. Codes & Regulations Alderman Peterson of the Codes and Regulations Committee presented the minutes from the committee meeting held September 23, 2019, to be placed on file.
12. Community Development Alderman Frykman of the Community Development Committee presented the committee minutes from the meeting held September 23, 2019, to be placed on file.
13. Accept Low Bid From Teslow Garages For Addition At The Fire Department Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Facilities Manager is authorized to accept the low bid from Teslow Garages, P.O. Box 2222, Rockford, IL 61131, to build a garage addition at the fire department administrative offices at 1535 Windsor Road for \$86,750.00. The funds shall be taken from Account No. 01-07-6530 (Improvements). Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
RESOLUTION NO. 19-091
14. Ordinances For Second Reading Alderman Frykman moved that the ten ordinances on the agenda for second reading and passage be acted upon through a single omnibus vote. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
15. Omnibus vote Alderman Frykman presented for second reading Ordinances 1-10 and moved for passage of the ordinances. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
16. ORD 4295-19
Variance For
2416 Devon
Avenue Alderman Frykman presented for second reading an ordinance providing for a Variance to allow a parking pad for the property known as 2416 Devon Avenue, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4295-19
17. ORD 4296-19
ZMA For 5219
Pebble Creek
Trail Alderman Frykman presented for second reading an ordinance providing for a Zoning Map Amendment from R2 to R3A Zoning District for the property known as 5219 Pebble Creek Trail, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4296-19
18. ORD 4297-19
ZMA For 5205
Pebble Creek
Trail Alderman Frykman presented for second reading an ordinance providing for a Zoning Map Amendment from R2 to R3A Zoning District for the property known as 5205 Pebble Creek Trail, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4297-19

19. ORD 4298-19
Variance For
5205 Pebble
Creek Trail
Alderman Frykman presented for second reading an ordinance providing for a Variance from 14,600 sq. ft. to 12,500 sq. ft. for a 4-family dwelling in R3A Zoning District for the property known as 5205 Pebble Creek Trail, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Pruitt)
ORDINANCE NO. 4298-19
20. ORD 4299-19
Variance For
5219 Pebble
Creek Trail
Alderman Frykman presented for second reading an ordinance providing for a Variance from 14,600 sq. ft. to 12,500 sq. ft. for a 4-family dwelling in R3A Zoning District for the property known as 5219 Pebble Creek Trail, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4299-19
21. ORD 4300-19
ZMA For 5111
North Second
Street
Alderman Frykman presented for second reading an ordinance providing for a Zoning Map Amendment from CR to R1 Zoning District for the property known as 5111 North Second Street, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4300-19
22. ORD 4301-19
Text
Amendment/
Definitions
Alderman Frykman presented for second reading an ordinance providing for a Text Amendment amending Chapter 102, Zoning, Article 1, Section 102-9, Definitions, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4301-19
23. ORD 4302-19
Text
Amendment/
Accessory
Structures
Alderman Frykman presented for second reading an ordinance providing for a Text Amendment amending Chapter 102-135, Accessory Structures, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4302-19
24. ORD 4303-19
Text
Amendment/
Parking (9)
Alderman Frykman presented for second reading an ordinance providing for a Text Amendment amending Chapter 102, Zoning, Article V, Off-Street Parking and Loading, Section 102-258, Additional Regulations, Parking (9), and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4303-19
25. ORD 4304-19
Text
Amendment/
Parking (11)
Alderman Frykman presented for second reading an ordinance providing for a Text Amendment amending Chapter 102, Zoning, Article V, Off-Street Parking and Loading, Section 102-258, Additional Regulations, Parking (11), and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little)
ORDINANCE NO. 4304-19
26. Ordinances First
Reading
Alderman Peterson presented for first reading Agenda Items 1-3, from Ordinances First Reading.
27. 1st Reading
SUP For 215,
217, 221 & 225
E. Riverside
Blvd.
Alderman Peterson presented for first reading an ordinance providing for a Special Use Permit for a boat sales establishment with outside display at the property known as 215, 217, 221 and 225 E. 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 Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) Laid over

28. 1st Reading
Text
Amendment For
Chapter 102,
Zoning, Article
III, Districts
Alderman Peterson presented for first reading an ordinance providing for a Text Amendment for Chapter 102, Zoning, Article III, Districts, Division 2, Residential 102-152, 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 Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) Laid over
29. 1st Reading
CTR Liquor
License For
Aero Ale House
Alderman Peterson presented for first reading an ordinance providing for the issuance of a Class CTR (Catering) Liquor License for Aero Ale House, 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 Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little) Laid over
30. Adjourn
Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:09 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

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



LOVES PARK **POLICE**

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

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 11/11/2019

Subject: Police Activity Report

Police activity report for the week of 10/27/2019 through 11/02/2019

Calls for Service 516

Total Number of Arrests 214

Accidents 13

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 November 4, 2019 thru November 11, 2019

Previous week's activity:

1. Finished ditch mowing.
2. Plowed a 4 in. snow fall.
3. Install plows and salt spreaders.
4. Continued servicing trucks for winter
5. Helped the water dept. with a main break.
6. Started sweeping leaves with one sweeper.

Proposed work:

1. Continue sweeping with two sweepers.
2. Put up the flags along N2nd for Veterans Day.
3. Friday set up City Hall for the veteran's ceremony.
4. Pour concrete for catch basins downtown.
5. Continue working on trucks.
6. Finish asphalt patches for concrete repairs.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **10/30/19-11/6/19**

Previous week's activity:

1. Routine work:
 - a. Install new meters
 - b. JULIE locates
 - c. Chemical tests
 - d. Back wash wells as needed
 - e. Read commercial and residential meters
2. Continued radio read meter installation
3. Continued repairing hydrants from flushing
4. Took Hydraulic power unit for main breaks to be repaired

Work anticipated for this week:

1. Continue radio read meter installation
2. Replace deteriorating bolts on pumps in filter plant #1
3. Continue hydrant repairs from flushing
4. Repair main break in the 200 block of Theodore St.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
NOVEMBER 11, 2019 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD NOVEMBER 4, 2019**
- 4. ITEMS FOR CONSIDERATION**
 - 1. Resolution authorizing a donation to Harlem Middle School to help offset expenses for the 7th grade Exploratory Art students to travel to Washington D.C. for the National Christmas Tree Lighting Ceremony.**
 - 2. Discussion regarding the funding request from Keep Northern Illinois Beautiful for the 2020 Christmas Tree Recycling Program.**
 - 3. Resolution authorizing the Community Development/Public Works Director to sign the order form and service agreement to purchase a software suite from Online Solutions, LLC (Citizenserve) for \$14,700.00.**
 - 4. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with CRV Properties, LLC – Forest Hills Road Series.**
 - 5. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with Batteries Plus of Rockford, Inc.**
- 6. LIST OF BILLS**
- 7. GENERAL DISCUSSION/PUBLIC COMMENT**
- 8. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: November 4, 2019

CALLED TO ORDER: 5:40 P.M.

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

MEMBERS ABSENT:

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

MINUTES APPROVAL: October 28, 2019

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

ITEMS FOR CONSIDERATION

1. Resolution authorizing the Facilities Manager to accept the low bid from Teslow Garages to build a garage addition at the fire department administrative offices for \$86,750.00.

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

2. List of Bills: No questions or concerns.

3. Adjournment.

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

Adjournment: 5:43 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
November 11, 2019
5:15 P.M.
City Council Chambers**

- I. Approval of Minutes
 - A. Approval of Minutes from the October 22, 2019 meeting.

- II. Resolutions & Ordinances
 - A. Resolution authorizing the Street Department Manager to hire Medrano's Landscaping for snow removal for City properties
 - B. Resolution to utilize MFT funds for 2019 salt and street lighting
 - C. Resolution to utilize MFT funds for 2020 salt and street lighting

- III. Project Updates/Directors Report:
 - A. None

- IV. Public Hearing for 2020 River Lane reconstruction project
 - A. Open Public Hearing for comments
 - B. Public Comments
 - C. Close Public Hearing

- V. General Discussion/Public Comment

- VI. Adjourn

Public Works Committee Meeting

Date of Meeting: October 22, 2019

Called to Order At: 5:15 P.M.

Members Present: Ald. Holmes, Ald. Pruitt, Ald. Schlensker

Members Absent: Ald. Jacobson

Others Present: Mayor Jury, Clerk Burden, Steve Thompson, Ald. Pucket, Ald. Frykman, Ald. Allton, Ald. Warden, Ald. Peterson, Chief Lynde, Shannon Messinger, Nathan Bruck and Attorney Galluzzo

APPROVAL OF MINUTES: September 21, 2019

Ald. Holmes moved to approve said minutes. Ald. Pruitt seconded said motion
Motion carried 3 ayes– 0 nays

Matters Proposed, Discussed or Decided and Record of Votes Taken

- a. Steve Thompson, Shannon Messinger and Jeff Linkenheld had a discussion & Presentation of plans for 2020 River Lane reconstruction project
- b. Shannon Messinger gave updates on the 2019 road resurfacing
- c. Shannon Messinger updates gave updates on the 2019 curb and sidewalk program
- d. Shannon Messinger updates gave updates on the 2019 Bell School Road reconstruction project

Alderman Holmes moves for adjournment at 5:34p.m. Seconded by Alderman Pruitt
The motion to adjourn was approved by a vote of 3 ayes – 0 nays

RESPECTFULLY SUBMITTED BY, ROBERT SCHLENSKER CHAIRMAN OF THE PUBLIC WORKS COMMITTEE

CITY OF LOVES PARK

BY ALDERMAN John Jacobson

RESOLUTION NO.

DATE: November 11, 2019

**DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution,

that an amount of \$1,000.00 shall be donated to Harlem Middle School to help offset expenses for the 7th grade Exploratory Art students to travel to Washington D.C. for the National Christmas Tree Lighting Ceremony. The Christmas ornaments designed by the students were chosen to represent all of the students in the State of Illinois. The donated funds will be used to help offset the cost of the charter bus needed to transport the 24 students to and from Washington D.C.

Funds for this donation will be expended from General Administration; Organizations Grants Program: Account No. 01-01-6495.

Ald. John Jacobson, Chairman

Ald. Chuck Frykman

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

On December 5, 2019 at the National Christmas Tree Lighting Ceremony located at The President's Park, **Harlem Middle School in Loves Park, Illinois will be recognized as the school chosen to represent all 2,001,500+ students in our entire state!** The credit for this recognition goes to the hard work and dedication of **24 7th grade Exploratory Art students.** They have given up their free time after school for over a month to design and produce 24 beautiful handmade ornaments that honor the strength and diversity of our state.

Their enthusiasm has been so profound, the National Park Service used a quote from one of these students for the official National Park Service Press Release and invited each of these art students and their families to Washington D.C. for the National Tree Lighting Ceremony event. This is an honor that these students will cherish for their entire life, but we need your help. **We are respectfully asking for your support to help make this trip for this once-in-a-lifetime honor possible for each of these students.**

The majority of our students will be traveling to Washington D.C. by charter bus. In order for these 7th grade students to go, they must be accompanied by an adult parent/guardian. These adults have to take off time from their jobs in order to make this incredible opportunity a reality for their child. **For most of these families, the financial burden is great, yet they are determined to make this happen.**

The cost of the charter bus is \$8,250. The bus will provide transportation to and from Loves Park, Illinois to Washington D.C. The bus will also transport these students and families to the national monuments in the evening and daytime, and to and from the ceremony. **Your donation will help defer the cost of the charter bus, (bringing the cost from \$8,250 to \$3,250), making this mode of transportation affordable for these families.**

There are over 2,001,500 students in Illinois. Since we have been given the honor to represent them all, it was incredibly important that **this group of students also reflect the diversity that makes our state great.** The 24 art students who were chosen are diverse racially, ethnically, by gender, by limitations physically, and by socioeconomic status. However, they share a commonality in that they are hard-working and incredibly dedicated to the process. These young artists have bonded as a group and remained enthusiastic while helping each other through each and every step. As their teacher and advisor on this project, I can truly say that it has been an absolute on honor and a privilege to work with these students. They have embraced what it means to work as a collective and embodied what it means to have pride in one's work. They have been steadfast in their dedication to represent our state through their artwork, and proudly spread the message of "Peace and Joy from Illinois" to the nation.



City of Loves Park

Finance Committee

By Alderman John Jacobson Resolution No. _____

Date: November 11, 2019

Resolved by the adoption of this Resolution, The Director of Community Development & Public Works is hereby authorized to sign the attached Order Form and Service Agreement to purchase a software suite that includes building permitting, planning & zoning, code enforcement, & business licensing, from Online Solutions LLC (“Citizenserve”), 1101 East Warner, Suite 160, Tempe, AZ 85284. The cost of purchase is \$38,600.00, with a year fee for maintenance and licensing of \$14,700.00. Funds for this purchase shall be drawn from Account# 01-05-6223 (New equipment)

Gregory R. Jury – Mayor

John Jacobson – Finance Chairman

Mark Peterson - Vice Chairman

Charles Frykman – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

Motion:

Second:

Voting:



Exhibit A - Order Form

Account Name: City of Loves Park Illinois

Contact Information:

Steve Thompson
Director of Community Development/Building Official
City of Loves Park
100 Heart Boulevard
Loves Park, IL 61111
Email: SteveThompson@Loves-Park.IL.us
Phone: (815) 654-5033

Contact Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: 10/15/2019
Service Term Ends: 10/14/2020

Billing Information:

Steve Thompson
Director of Community Development/Building Official
City of Loves Park
100 Heart Boulevard
Loves Park, IL 61111
Email: SteveThompson@Loves-Park.IL.us
Phone: (815) 654-5033

Components to be Implemented:

Building Permits
Planning and Zoning
Code Enforcement
Business Licensing
Citizen Access Pages

Fees:

7 User Subscriptions	\$2,100 per named user per year ¹	\$14,700.00
Setup, Training and Implementation	\$1,200 per named user	\$8,400.00
Additional Services	Data Migration (MS Access – Building Permits)	\$8,000.00
	Payment Processors Integration	\$5,000.00
	GIS Integration Winnebago County, IL ²	\$2,500.00
	Total 1st Year Fees	\$38,600.00
	Each Additional Year Fees	\$14,700.00

¹Inspectors from Loves Park, IL who have a fully paid subscription may also be added to Machesney Park, IL users for no additional charge.

²Loves Park, IL and Machesney Park, IL. will agree on the common requirements for this single integration and all parcel data attributes and GIS layers will be the same for both municipalities.

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

Authorized Signature

Authorized Signature

Print or Type Name of Signatory

Print or Type Name of Signatory

Execution Date

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Address:
City of Loves Park
100 Heart Boulevard
Loves Park, IL 61111





Exhibit A - Order Form

Appendix A – Citizenserve existing payment processors

Authorize.Net

Hancock Whitney Transactis BIQ SHO Version 7.0

Civitek - <https://www.myfloridacounty.com/myflc-pay/>

Civitekpaynow - <https://www.myfloridacounty.com/myflc-pay/>

Convergys

ETS

EGOV Payment Gateway

Forte

Invoicecloud

JETPAY Magic

OpenEdge HostPay

Payeezy

Paypal

Paypal payflow

PSN

SC.Gov CCP

Unibank RTI v2.0

Xpressbillpay

Integration with Payment processor not on this list will incur a onetime charge of \$5,000

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC ("Citizenserve") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the City of Loves Park Illinois ("Customer") with its principal place of business at 100 Heart Boulevard, Loves Park, IL 61111 is made effective as of 10/15/2019 ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

Citizenserve grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the Citizenserve software service in consideration of the fees and terms described in the Citizenserve Order Form.

The subscription will begin on the date specified in the Order Form (10/15/2019) which is the date Citizenserve will begin providing services (Citizenserve Order form is attached as Exhibit A). On this date Citizenserve's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. Citizenserve and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with Citizenserve. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. SERVICE LEVELS:

Citizenserve will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours. Citizenserve shall respond to Customer inquiries within 48 hours. Online Solutions will not charge the Customer additional fees beyond the annual service fee for normal support requests. The Customer will also not be charged for changes or edits to the database fields, report generation, or other edits to the general functionality of the database.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERM:

The Contract term (Term) shall be 1 year, and shall be renewable for one-year terms thereafter upon payment by Customer of the yearly fee as identified in the Citizenserve invoice. The payment of the yearly fee associated with invoice shall entitle Customer to a year of service as described in the invoice. Customer may terminate the Agreement without cause by giving notice more than 30 days prior to the end of any one-year Term.

5. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) days written notice prior to termination. If Customer terminates for cause, Citizenserve must refund customer a pro rata balance of the yearly fee paid pursuant to Citizens Order Form. Should Customer terminate without cause after the first date of the term as defined in the Citizenserve Order Form, Citizenserve may retain the unused balance of annual payment made per Citizenserve Order form. Citizenserve may terminate services if payments are not received by Citizenserve as specified in the Citizenserve Order Form.

Upon any termination, Citizenserve will discontinue Services under this agreement; Citizenserve will provide Customer with an electronic copy of all of Customer's data, if requested, through delivery of a Microsoft sequel database file or files to the Customer; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. NO THIRD PARTY RIGHTS

The provisions of this agreement are intended to bind the undersigned parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this agreement.

7. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

Citizenserve may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of Citizenserve, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. Citizenserve will use reasonable efforts to ensure that any Citizenserve contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

9.1. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

9.2. Citizenserve may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9.3. The Customer is entering into this Service Agreement simultaneously with a secondary municipality, the Village of Machesney Park, Illinois ("Village"). The Village will also be entering into a Service Agreement with Citizenserve. The Customer provides building inspection services to the Village. Citizenserve agrees to provide four (4) of the Customer's building inspectors/employees, who have fully paid subscription with the Customer, with access to view and edit the Village's database, only for inspection data, including scheduling, at no additional charge to the Customer or the Village.

9.4. GIS Integration. The Customer has agreed to split the \$5,000 charge for database integration with the Winnebago County Geographic Integration Systems with the Village. In the event that Citizenserve is unable to successfully integrate the database with the Winnebago County GIS, the Customer shall be credited their share of the cost for integration.

9.5 Insurance. Citizenserve shall provide proof of General Liability Insurance to the Customer. The Customer prefers that Citizenserve carry Cyber-Risk Insurance.

10. DEFAULT:

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.

11. ACCEPTANCE:

Authorized representatives of Customer and Citizenserve have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: **City of Loves Park, an Illinois
Municipal Corporation "Customer"**

Online Solutions, LLC

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: November 11, 2019

Resolved by the adoption of this Resolution, Motor Fuel Tax funds in an amount not to exceed five hundred forty-one thousand eight hundred eleven dollars and eight cents (541,811.08) are hereby appropriated for the purpose of maintaining streets and highways under the provisions of the Illinois Highway Code from January 1, 2019 through December 31, 2019.

Funds are hereby appropriated and shall be drawn from Account No. 05-00-5115 (Motor Fuel Tax-Salt) and 05-00-5110 (Motor Fuel Tax-Street Lighting)

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson –Vice Chairman

A. Marie Holms – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

Motion:

Second:

Voting:

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: November 11, 2019

Resolved by the adoption of this Resolution, Motor Fuel Tax funds in an amount not to exceed four hundred fifty-nine thousand nine hundred sixty dollars (459,960.00) are hereby appropriated for the purpose of maintaining streets and highways under the provisions of the Illinois Highway Code from January 1, 2020 through December 31, 2020.

Funds are hereby appropriated and shall be drawn from Account No. 05-00-5115 (Motor Fuel Tax-Salt) and 05-00-5110 (Motor Fuel Tax-Street Lighting)

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson –Vice Chairman

A. Marie Holms – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

Motion:

Second:

Voting:

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: November 14, 2019

Resolved by the adoption of this Resolution, the Street Department Manager is authorized to hire Medrano's Landscaping, 1616 Montague St., Rockford, IL 61102 for snow removal services for City properties, at the directions of the Street Department Manager, for the 2019-2020 winter season.

Cost for snow removal service shall be as follows; three hundred eighty dollars (\$380.00) Per event for City Hall; one hundred sixty dollars (\$160.00) per event for Fire Station No. 1; one hundred and five dollars (\$105.00) per event at Fire Station No. 2; and three hundred fifty dollars (\$360.00) per event for the Police Station.

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

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson – Vice Chairman

A. Marie Holmes – Alderman

Attest: Robert J. Burden, City Clerk

John Pruitt – Alderman

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 boat sales establishment with outside display 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 10 A (10A) in Block Eleven (11) as designated upon the Plat of Resubdivision of part of Fred L. Burr's River Park Subdivision, which Plat is recorded in Book 12 of Plats on page 46 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois

Lot 9A of Block 11 upon the plat of Fred L. Burr's Subdivision, being a Subdivision of the Southeast Quarter (1/4) of Section 1, Township 44 North, Range 1, East of the Third Principal Meridian. The plat of which is recorded in the Recorder's Office of Winnebago County, Illinois. Situated in the County of Winnebago and the State of Illinois.

Lot Eight A (8A) in Block Eleven (11) as designated upon the Plat of Resubdivision of part of Fred L. Burr's River Park Subdivision, which Plat is recorded in Book 12 of Plats on Page 46 in the Recorder's Office of Winnebago County, Illinois: situated in the County of Winnebago and State of Illinois.

Lot Six (6) in Block Eleven (11) 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, Illinois. ALSO Lot Seven A (7A) in Block Eleven (11) as designated upon the Plat of the Re-subdivision of part of Fred L. Burr's River Park Subdivision, the Plat of which is recorded in Book 12 of Plats on Page 46 in the Recorder's Office of Winnebago County, Illinois; situated in the County of Winnebago and State of Illinois.

PROPERTY CODE(S): 11-01-406-004, 11-01-406-005, 11-01-406-006,
11-01-406-007, and 11-01-406-008
COMMONLY KNOWN AS: 215, 217, 221, and 225 E. Riverside Boulevard

CONDITONS:

1. The architectural building plans shall be submitted, within 30 days, of the approval of the Special Use Permit. The submitted plans shall be required to meet the requirements of the adopted Building Code and State of Illinois requirements. The plans will require payment of the City's Plan Review fee, and be reviewed by the City's Plan examiner as is required and customary for all new commercial structures to be constructed in the City of Loves Park. No permits will be issued until the plans are approved, and the structure meets all applicable codes.
2. Upon completion of the Plan Review process, within 3 days, permits must be obtained. The permit fees will be double the customary fees as stated in the adopted Building Codes for construction prior to obtaining the appropriate permits. Any and all changes to the structure, which may be required through the Plan Review process, must be completed and pass the appropriate inspections.
3. All areas utilized for driving or parking must be paved with a dust free hard impervious surface within 18 months from the date of approval of the special use. Such material must be approved by the City prior to installation.
4. All landscaping must be approved, and coordinated with City Staff, as required by the revised Special Use Permit, no later than June 30, 2020. The landscaping shall include a variety of salt tolerant plants, placed 5 ft apart within the landscape area, and be maintained. The asphalt in the landscape area shall be removed, soil mounded, with river rock added. All sides of the landscape area shall be curbed. The applicant shall not be required to provide any interior trees, as required by code, because no interior parking is being created.
5. A handicap accessible stall shall be provided, and striped according to Illinois State Statutes. The location and striping for the accessible stall shall be done on or before May 31, 2020.
6. Loading and unloading shall take place in the alley and not on Riverside Boulevard.
7. The special use expires with the change in property ownership, discontinuance of the boat sales business, or change in business ownership. And, may be revoked with or verified complaints from adjacent businesses or property owners.
8. Small signs displaying boat for sale, which indicate make, model, accessories, and price shall be permitted. There shall be no signage display for other businesses allowed.
9. The owner shall work with Staff for the implementation of the dumpster enclosure. The enclosure shall be installed on or before May 31, 2020.
10. Failure to meet any of the requirements specified in the conditions required as part of this approval, will require that the structure being used in conjunction with this business, be removed by no later than July 1, 2020.

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

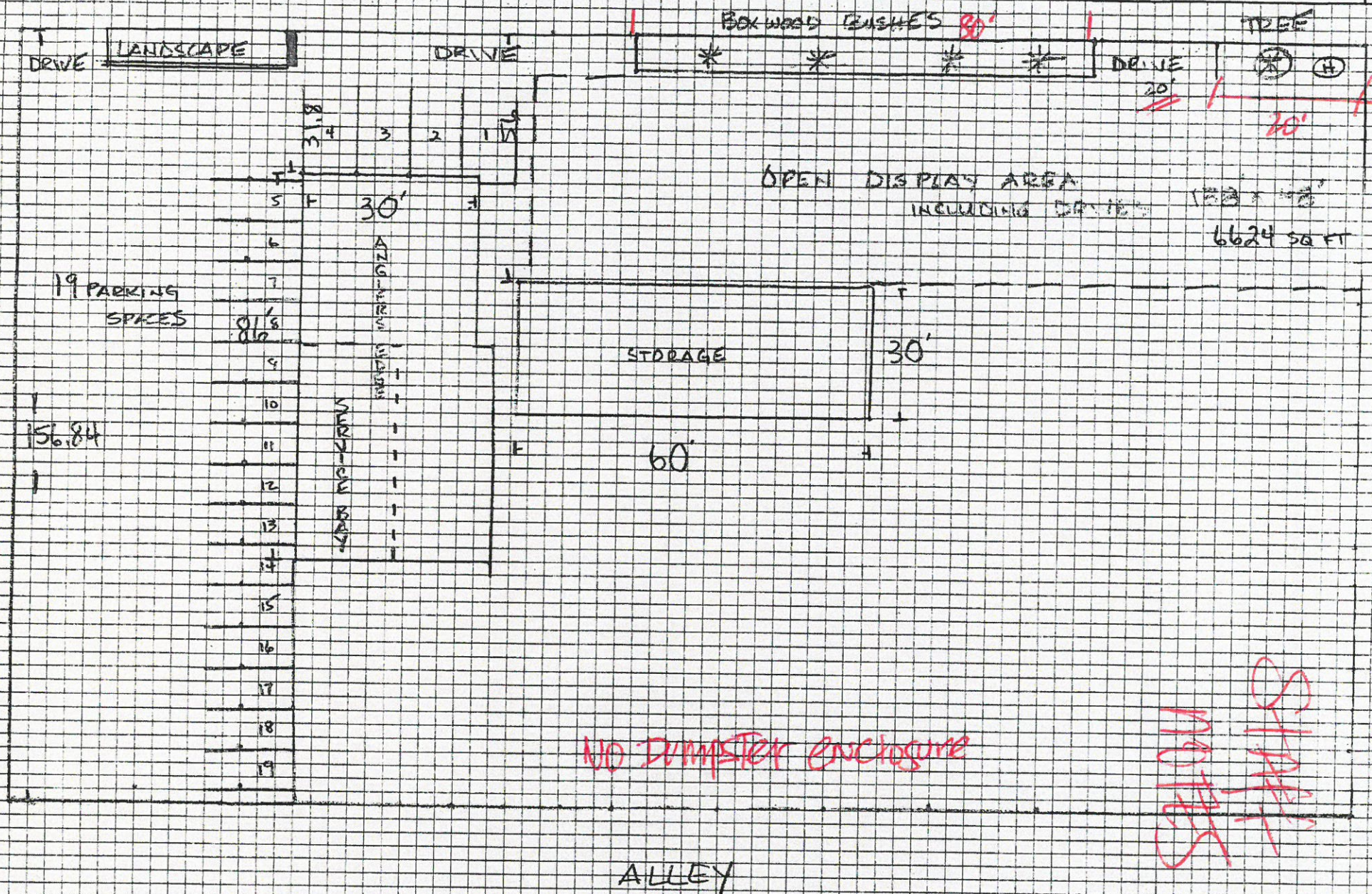
A T T E S T:

CITY CLERK

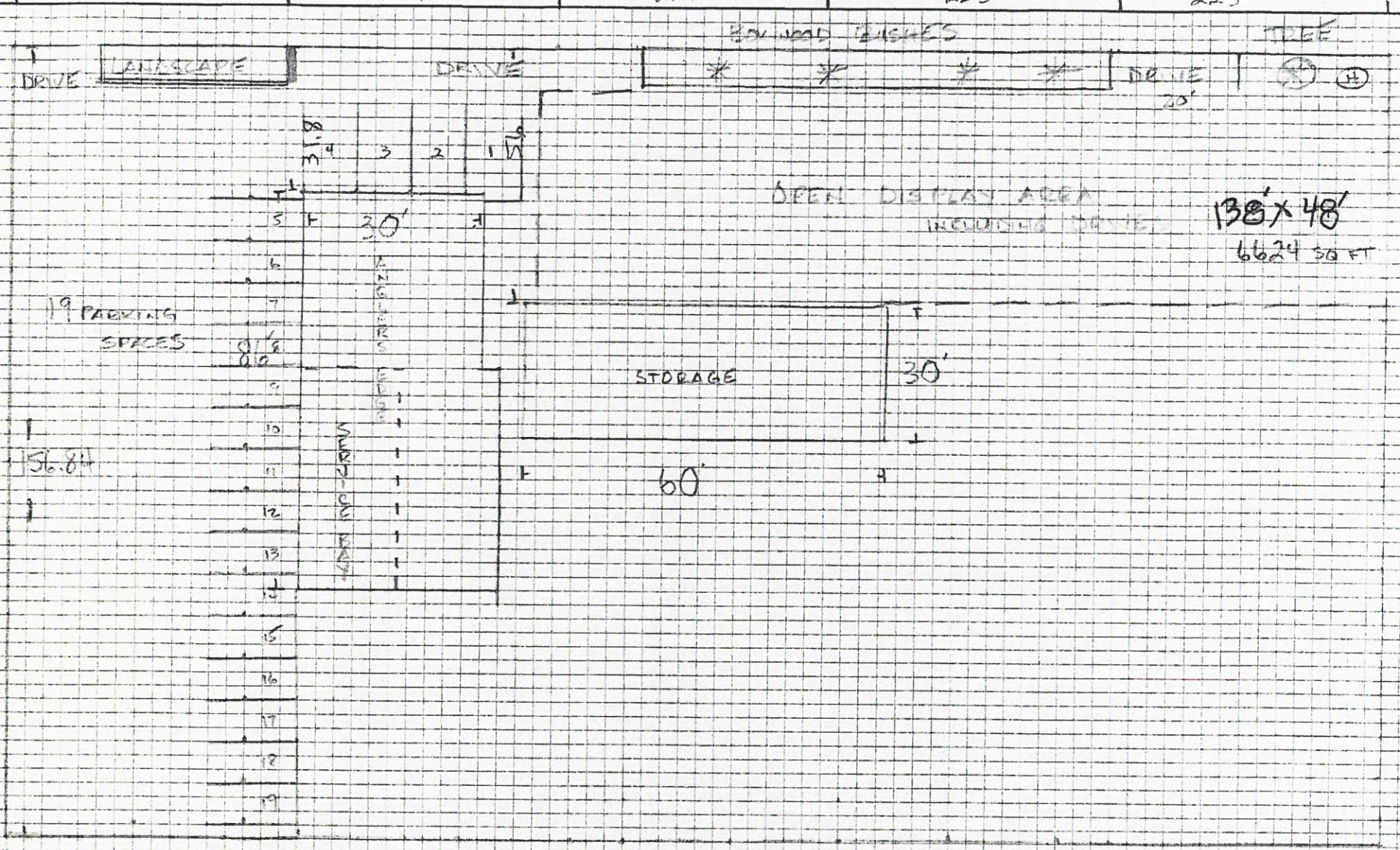
PASSED:

APPROVED:

PUBLISHED:



* NOT EXACT TO SCALE



* NOT EXACT TO SCALE

DANER NEW
 SITE PLAN
 10/11/17

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,
DIVISION 2, RESIDENTIAL, SECTION 102-152, 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. Chapter 102, Article III, Districts, Division 2, Residential, Section 102-
152, (f), Yard Areas, as follows:

(1) (a) Front yard. A front yard within a block, as defined, equal to at least one-
half the right-of-way of the street on which the lot fronts; however, in no case
shall the front yard be less than 30 feet nor require more than 60 feet. Where 50
percent or more of the lots in a block are occupied by buildings, the average
setback of such buildings determines the required front yard in the block.

(b) In the absence of blocks, as defined, the front yard setback shall be
determined by taking the average setback of the existing primary structures a
distance of 330 feet, on both sides of the subject property to determine the
setback.

All other provisions of Chapter 102 - Zoning, Article III, Districts, Division 2, Residential,
Section 102-152, 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 APPROVING THE ISSUANCE OF A CLASS “CTR” LIQUOR LICENSE TO AERO ALE HOUSE, LLC d/b/a “AERO ALE HOUSE” PURSUANT TO 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 “CTR” liquor license authorizes the holder to provide and serve alcoholic liquor for consumption as an incidental part of the catering of prepared meals served at locations which are not owned or leased by the catering business and for consumption only on the premises where the food is catered; and

WHEREAS, the City now desires to approve the issuance of a Class “CTR” liquor license to Aero Ale House, LLC., doing business as “Aero Ale House” (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; 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 “CTR” liquor license to the Licensee to provide and serve alcoholic liquor as an incidental part of the catering business is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. 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. 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 Ordinances are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF LOVES PARK TO ENTER INTO A
REDEVELOPMENT AGREEMENT WITH CRV PROPERTIES, LLC – FOREST HILLS ROAD
SERIES.

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 the "Forest Hills Road Business District" under the provisions of the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3 *et seq.* ("BDD Law"), within which Forest Hills Road Business District the City has implemented a 1% Retailers' Occupation Tax and Service Occupation Tax; and

WHEREAS, the City is authorized under the provisions of the BDD Law to enter into agreements which are necessary or incidental to the implementation of the redevelopment plan and project for the Forest Hills Road Business District; and

WHEREAS, CRV Properties, LLC – Forest Hills Series, an Illinois limited liability company ("Developer") intends to improve certain real property located within the Forest Hills Road Business District ("Developer Property"); and

WHEREAS, the City has entered into negotiations with Developer for the purposes of drafting a redevelopment agreement to assist with the improvements 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, WINNEBAGO AND BOONE COUNTIES,
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.

SIGNATURE PAGE FOLLOWS

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

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert J. Burden

PUBLISHED:

**Ordinance
EXHIBIT “A”
Redevelopment Agreement**

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** ("Agreement") dated as of this ____ day of November, 2019 (the "Effective Date"), is made by and between the **CITY OF LOVES PARK**, an Illinois municipal corporation, having its offices at 100 Heart Boulevard, Loves Park, Illinois, 61111 ("City") and **CRV Properties, LLC – Forest Hills Road Series**, an Illinois limited liability company having its principal office at 1512 East Riverside Boulevard, Loves Park, Illinois 61111, and its affiliates ("Owner").

RECITALS

WHEREAS, the 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 is further authorized under the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3, *et seq.* ("Business District Act") to undertake the development, redevelopment, improvement, maintenance and revitalization of properties located within properly formed Business Districts, as that term is defined in the Business District Act, within the City if the conditions specified in the Business District Act are met, and is further authorized to impose Business District Retailer's Occupation Taxes and Business District Service Occupation Taxes to pay the costs of such development, redevelopment, improvement, maintenance and revitalization as permitted under the Business District Act; and

WHEREAS, the City has determined that it is in the best interests of the City to develop and redevelop certain real property within the City legally described in Exhibit "A" ("Forest Hills Road Business District"), attached hereto and made a part of this Agreement, pursuant to its Redevelopment Plan for the Forest Hills Road Business District, as such term is defined in the Business District Act; and

WHEREAS, on October 5, 2015, the City expressed its intent to establish a "business district" and adopt a "redevelopment plan" for the proposed Forest Hills Road Business District in that area legally described in Exhibit "A" pursuant to the Business District Act by adopting and approving Resolution 15-114, expressing the official intent of the City regarding certain redevelopment costs to be incurred in connection with the redevelopment of the proposed Forest Hills Business District; and

WHEREAS, on March 21, 2016, pursuant to and in accordance with the provisions of the Business District Act, the City Council held a public hearing to consider the establishment of a business district and the adoption of a redevelopment plan for such business district;

WHEREAS, the City Council has determined that the Forest Hills Business District: (i) is a "blighted area" as defined in the Act; (ii) constitutes an economic liability to the City in its present condition and use; and (iii) on the whole has not been subject to growth and development by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Forest Hills Road Business District Redevelopment Plan; and

WHEREAS, pursuant to the Business District Act, the City, by Ordinances 4075-16, 4076-16 and 4077-16, adopted by the City Council on March 28, 2016, approved the Redevelopment Plan for the Forest Hills Road Business District, designated the Forest Hills Road Business District, and imposed a 1% Retailers' Occupation Tax and Service Occupation Tax within the Forest Hills Road Business District; and

WHEREAS, the Owner holds title to real property that is located within the Forest Hills Road Business District, which property is described in "Exhibit B" attached hereto and made a part hereof ("Owner Property"); and

WHEREAS, Owner proposes to redevelop the Owner Property by performing the improvements identified in Exhibit "C", attached hereto and made a part hereof (collectively referred to as the "Owner Project"); and

WHEREAS, Owner has represented to the City that it would not be able to undertake development and redevelopment of the Owner Property with the Owner Project in an economically feasible manner, and that it would not undertake such development and redevelopment, unless it is reimbursed a portion of its costs associated with the Owner Project; and

WHEREAS, the City now desires to enter into this Redevelopment Agreement with the Owner and agrees to use certain sales tax revenues generated from the Forest Hills Road Business District to defray certain costs of the Owner Project, to the extent such costs qualify for reimbursement pursuant to the Business District Act.

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 Owner agree as follows:

ARTICLE I. INCORPORATION OF RECITALS

1.1. The Recitals set forth above are an integral part of this Agreement and by this reference incorporated herein.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

2.1.1. Owner is a duly organized and existing corporation in good standing under the laws of the State of Illinois;

2.1.2. No litigation or proceedings are pending, or to the best of Owner's knowledge, are threatened against Owner, which could: (i) affect the ability of Owner to perform

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

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

2.1.4. The party executing this Agreement on behalf of Owner has been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and bind Owner to perform the terms and obligations contained herein.

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

2.2.1. 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 this Agreement.

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

2.3. **Survival of Representations and Warranties.** The Parties agree that all of their respective representations and warranties set forth in this Article and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive for the term of this Agreement.

ARTICLE III. OWNER OBLIGATIONS

3.1. **Completion of Owner Project.** Notwithstanding anything to the contrary in this Agreement, the City shall not be obligated to make any payments to the Owner if the Owner Project is not completed prior to June 1, 2020.

3.2. **Plans and specifications.** The Owner Project shall conform to all applicable legal requirements, including but not limited to, the City's Code of Ordinances, and any state, federal or agency regulations applicable to the Owner Project. All site, landscaping, architectural and engineering drawings and specifications (the "Plans") typically required for the Owner Project shall be submitted by Owner at its sole cost and expense and such Plans shall be reviewed and processed by the City or its designee. Such Plans shall conform to all federal, State and City laws and ordinances concerning the rights of accessibility

for the physically disabled, the provision of adequate parking and concerning environmental issues. For the limited purpose of this Agreement, the requirements of this paragraph shall be deemed to have been met if the Owner constructs the improvements in accordance with Plans for which building permits are issued by the City.

ARTICLE IV. BUSINESS DISTRICT ECONOMIC INCENTIVE

4.1. **Business District Financing of Redevelopment Project Costs.** Owner has represented to the City that, but for business district financing assistance from the Forest Hills Road Business District, the Owner Project would not be economically viable. The Parties agree that such incentive, implemented in accordance with the terms and provisions of this Agreement and the Business District Act shall be a source of funding for the Owner Project to make the Owner Project economically viable. The City shall provide for the accounting segregation of the Business District Retailer's Occupation Taxes and Business District Service Occupation Taxes generated within the Forest Hills Road Business District, as determined in accordance with Section 5/11-74.3-6 of the Business District Act, into a special fund heretofore created by the City for the Forest Hills Road Business District (the "Business District Fund") to be held by the City.

4.2. **Business District Sales Tax Revenues.** For the purposes of this Agreement, the term "Business District Sales Tax Revenues" shall mean the revenues collected by the Illinois Department of Revenue and received by the City which are the result of that one percent (1.0%) Business District Retailer's Occupation Tax and that one percent (1.0%) Business District Service Occupation Tax levied upon those businesses located on the Owner Property in the Forest Hills Road Business District, and which includes any replacement, substitute or amended taxes, during the life of the Forest Hills Redevelopment Project Area.

4.3. **Pledge of Business District Sales Tax Revenues.** Commencing with the date of this Agreement, the City hereby pledges and agrees to provide Owner with an amount equal to fifteen thousand four hundred forty two and no/100ths Dollars (\$15,442) of the Business District Sales Tax Revenues generated from within the Forest Hills Road Business District which are not otherwise committed for distribution pursuant to redevelopment agreements existing prior to this Agreement ("Pledged Sales Tax Revenues") to reimburse Owner for its eligible "Business District Project Costs", as that term is defined in the Business District Act ("Owner Eligible Business District Project Costs") in accordance with Section 4.4 of this Agreement to the extent the same were incurred for the Owner Project. The maximum amount of Pledged Sales Tax Revenues ("Maximum Revenue") to be paid during the time of this Agreement is fifteen thousand four hundred forty two and no/100ths Dollars. (\$15,442).

4.4. **Authenticating the Owner Eligible Business District Project Costs.** As a condition precedent to receiving reimbursement for Owner Eligible Business District Project Costs, Owner shall submit to the City, or its designee, a written Request for Certification. Each Request for Certification shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the City, or its designee, shall reasonably require evidencing that Owner has incurred the Owner Eligible Business District Project Costs sought to be certified. If a Request for Certification is deficient, the City shall notify the Owner of the specific deficiencies. Upon the Owner's delivery of reasonably sufficient evidence, the City shall certify such costs as reimbursable within sixty (60) days and the same shall be eligible for

payment to Owner pursuant to the terms of this Article. The City shall have the right to inspect the interior and exterior of any improvement for which reimbursement is sought pursuant to this Section 4.

4.5. **Timing of Payments.** The payment of the Pledged Sales Tax Revenues referenced in Section 4.3 will be paid within thirty (30) days of certification of the Owner Eligible Business District Project Costs as provided in Section 4.4. Owner Eligible Business District Project Costs which have been reimbursed to Owner will not be subject to reimbursement as Owner Eligible Redevelopment Costs.

ARTICLE V. COMPLIANCE WITH LAWS

5.1. **Defense of Business District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Business District Act and the subject matter contemplated by this Agreement contests or determines that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the Forest Hills Road Business District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Owner shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the integrity of the Forest Hills Road Business District and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the Forest Hills Road Business District that each party shall incur as a result of defense of the same. The City, however, shall be entitled to reimbursement of its attorneys' fees and litigation costs, including expert witness fees, from the Business District Sales Tax Revenues which reimbursement shall have priority to any reimbursements to Owner. In the event of an adverse lower court or agency ruling, payments 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. The City shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pending of any appeal.

5.2. **Compliance with Law.** Neither Owner 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 Owner 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 Owner Project.

5.3. **Prevailing Wage.** Where required by law, the Owner shall pay no less than the prevailing rate of wages as found by the City or the State of Illinois or as determined by a court of competent jurisdiction upon review to all laborers, workers and mechanics performing under any contract entered into with Owner or any of Owner's subcontractors in relation to the construction relating to the Owner Project.

ARTICLE VI. DEFAULT REMEDIES

6.1. **Defaults/Remedies:** If either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, such Party shall, upon written notice from the other party proceed to cure or remedy such default or breach within fifteen (15) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting party commences to cure the default within

said fifteen (15) day period and proceeds with due diligence to cure the same, such party shall not be deemed to be in default under this Agreement. In the case of a City default, Owner shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Owner, the City will have all legal and equitable remedies available to it, including suspending payments until the default of Owner is cured or alternatively terminating this Agreement. Notwithstanding the forgoing, the Owner shall not have the ability to cure a default regarding the required completion date identified in Section 3.1 for the Owner Project.

6.2. **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an “Event of Default”:

6.2.1. If, at any time, any material term, warranty, representation or statement made or furnished by City or Owner (including the representations and warranties of Owner described herein) is not true and correct in any material respect because of which the Owner is unable to fulfill its obligations hereunder; or

6.2.2. If any petition is filed by or against City or Owner 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

6.2.3. Any assignment, pledge, encumbrance, transfer or other disposition which is prohibited under this Agreement.

6.3. **Waiver and Estoppel.** Any delay by City or Owner 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 City or Owner of or limit such rights in any way. No waiver made by City or Owner with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Owner with respect to any other defaults.

ARTICLE VII. PERFORMANCE

7.1. **Obligations of City.** The obligations contained within this Agreement are not Full Faith and Credit obligations of the City. All payment obligations on the part of the City contained in this Agreement are contingent upon the City’s receipt of Business District Sales Tax Revenues as set forth herein and further subject to the provisions of the Business District Act and this Agreement.

7.2. **Restrictions on Assignment:** Owner may not assign any, or all, of its rights and obligations under this Agreement without the express prior written consent of the City.

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

ARTICLE VIII. GENERAL

8.1. **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

separate 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.

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

8.3. **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.

8.4. **Survival of Provisions:** 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.

8.5. **Use of Headings:** The clause 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.

8.6. **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.

8.7. **Defaults:** In the event of a default and/or litigation arising out of enforcement of this agreement, each party shall be responsible for their own costs, charges, expenses, and attorney's fees.

8.8. **Indemnification:** Owner agrees and to indemnify and hold the City and its officers, elected and appointed, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the failure of the Owner to comply with this Agreement.

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

To the Owner: CRV Properties, LLC – Forest Hills Road Series
7373 Harrison Avenue
Rockford, IL 61112

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

With City copy to: Attorney Gino Galluzzo
Galluzzo Law Group, LLC
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 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.

8.10. **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.

8.11. **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.

ARTICLE IX.

MONETARY LIMITATION

9.1. **Maximum Reimbursement**. Notwithstanding anything in this Agreement to the contrary, the total amount of money paid to Owner pursuant to the terms of this Agreement shall not exceed _____ Dollars (\$_____).

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 FOLLOWS

**CRV PROPERTIES, LLC –
FOREST HILLS ROAD SERIES**
an Illinois Limited Liability Company

By:_____

Its: President

CITY OF LOVES PARK,
an Illinois Municipal Corporation

By:_____

Its: Mayor

ATTEST:

City Clerk

EXHIBIT "A"
Forest Hills Road Business District Area

*LEGAL DESCRIPTION OF
FOREST HILLS ROAD BUSINESS DISTRICT*

BLOCK 1

Part of the Southeast Quarter of Section 5, Township 44 North Range 2 East of the Third Principal Meridian bounded and described as follow to-wit.

Beginning at the intersection of the centerline of East Riverside Boulevard and the centerline of Forest Hills Road; thence Southwesterly along the centerline of Forest Hills Road to the intersection of said centerline and the Southerly line of the Northerly 250 feet of Lot 6 as designated upon the plat of Hamilton Acres the plat of which is recorded in Book 22 of Plats on Page 333 in the Recorder's Office of Winnebago County, Illinois.; thence Northwesterly along Southerly line of the Northerly 250 feet of Lot 6 to the Easterly right-of-way line of the Chicago and Northwestern Railroad; thence Northeasterly along the Easterly right-of-way line of the Chicago and Northwestern Railroad and said line extended Northeasterly to the centerline of East Riverside Boulevard; thence Easterly along the centerline of East Riverside Boulevard to the point of beginning. Situated in the County of Winnebago, State of Illinois.

and

BLOCK 2

Part or the West half of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian bounded and described as follows to-wit:

Beginning at the intersection of the Easterly right-of-way line of Forest Hills Road, extended Southwesterly and the centerline of East Riverside Boulevard; thence Westerly along the centerline of East Riverside Boulevard to the Easterly right-of-way line of the Chicago and Northwestern Railroad extended Southerly; thence Northeasterly along said Easterly right-of-way line to the Northerly line of Lot 7 as designated upon the plat of Baudhuin Farms the plat of which is recorded in Book 22 of Plats on Page 74 in the Recorder's Office of Winnebago County, Illinois; thence Easterly along the North line of said Lot 7 to the Southerly line of a Drainage Way as designated upon said plat; thence Southeasterly along the Southerly line of said Drainage Way and said Southerly line extended to the Easterly right-of-way line of Forest Hills Road; thence Southwesterly along the Easterly right-of-way line of Forest Hills Road and said right-of-way line extended to the point of beginning. Situated in the County of Winnebago, State of Illinois.

and

All right-of ways immediately adjacent to Block 1 and/or Block 2.

Forest Hills Business District

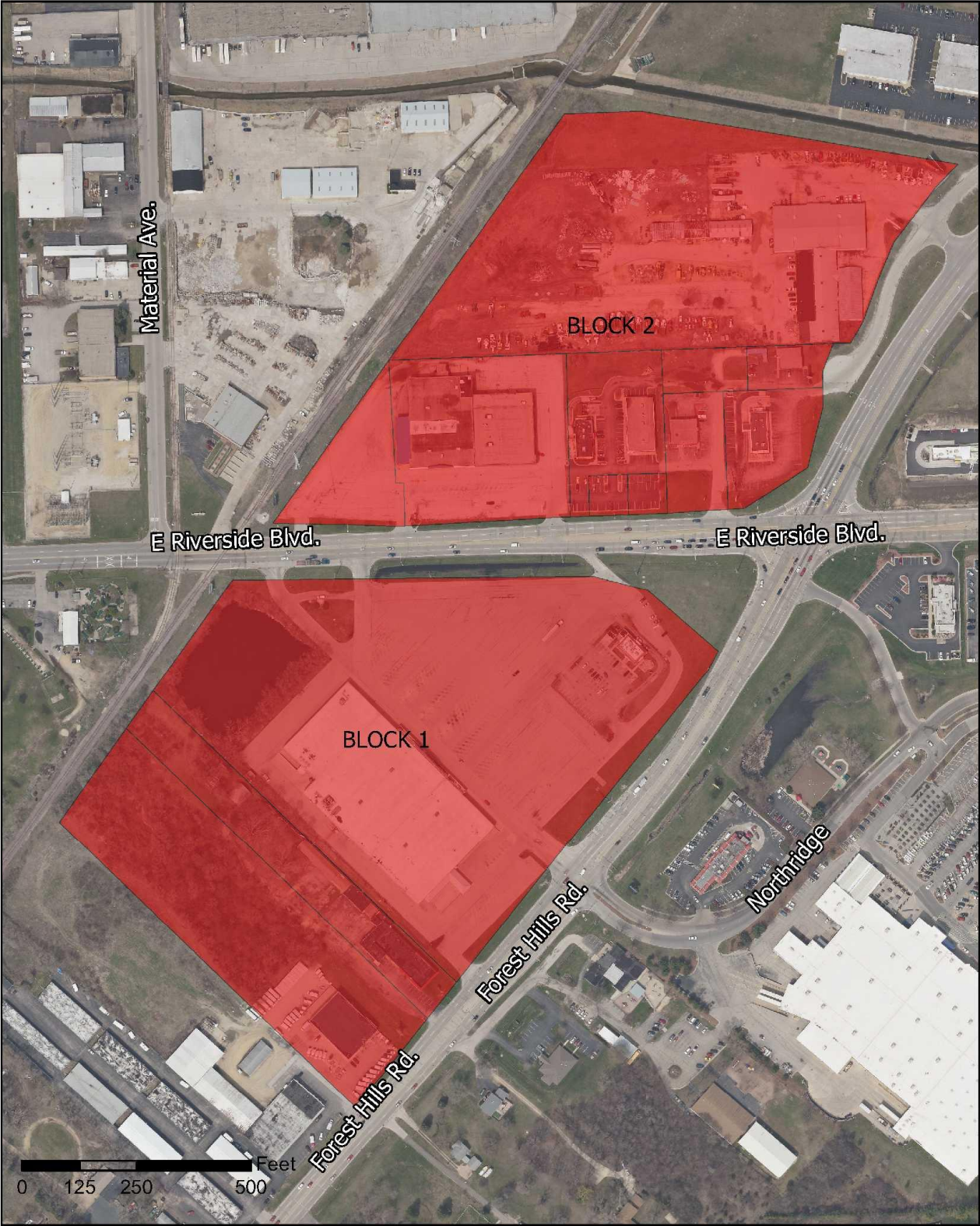
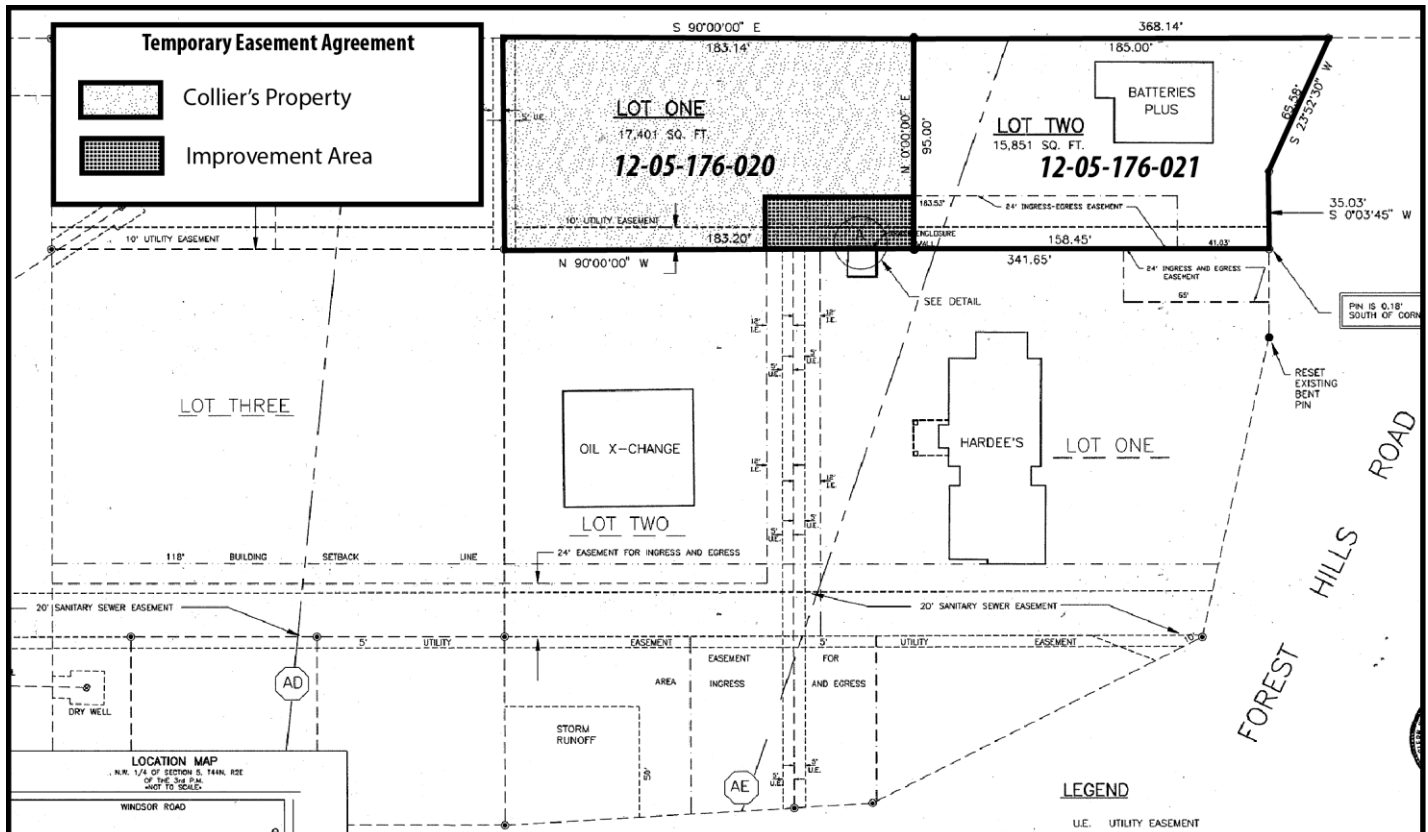


EXHIBIT "B"
Description - Owner Property

LOT ONE (1) AS DESIGNATED UPON THE REPLAT OF PART OF LOT 4 OF MCGUIRE/HAMER SUBDIVISION AS RECORDED IN BOOK 38 OF PLATS ON PAGE 125B, BEING A PART OF LOTS 2 AND 3, BAUDHUIN FARMS SUBDIVISION IN THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF LOVES PARK, THE REPLAT OF WHICH IS RECORDED IN BOOK 41 OF PLATS ON PAGE 83B IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

Subdivision Plat - Detail



Aerial Overview



EXHIBIT “C”

Owner Project

Reconstruction and construction of asphalt pavement drive lanes in the ingress-egress easement Improvement Area as identified in the depictions in Exhibit B located on parcel 12-05-176-020.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF LOVES PARK TO ENTER INTO A
REDEVELOPMENT AGREEMENT WITH BATTERIES PLUS OF ROCKFORD, INC.

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 "Forest Hills Redevelopment Project Area" under the provisions of the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* ("IJRL Law"), within which Forest Hills Redevelopment Project Area the City has implemented Tax Increment Financing; and

WHEREAS, the City has duly established the "Forest Hills Road Business District" under the provisions of the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3 *et seq.* ("BDD Law"), within which Forest Hills Road Business District the City has implemented a 1% Retailers' Occupation Tax and Service Occupation Tax; and

WHEREAS, the City is authorized under the provisions of the IJRL Law and the BDD Law to enter into agreements which are necessary or incidental to the implementation of the redevelopment plan and project for the Forest Hills Redevelopment Project Area and the Forest Hills Road Business District; and

WHEREAS, Batteries Plus of Rockford, Inc., an Illinois corporation ("Developer") intends to improve certain real property located within the Forest Hills Redevelopment Project Area and the Forest Hills Road Business District ("Developer Property"); and

WHEREAS, the City has entered into negotiations with Developer for the purposes of drafting a redevelopment agreement to assist with the improvements 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, WINNEBAGO AND BOONE COUNTIES,
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 November, 2019.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert J. Burden

PUBLISHED:

**Ordinance
EXHIBIT “A”
Redevelopment Agreement**

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** ("Agreement") dated as of this ____ day of November, 2019 (the "Effective Date"), is made by and between the **CITY OF LOVES PARK**, an Illinois municipal corporation, having its offices at 100 Heart Boulevard, Loves Park, Illinois, 61111 ("City") and **BATTERIES PLUS OF ROCKFORD, INC.**, an Illinois Corporation having its principal office at 1512 East Riverside Boulevard, Loves Park, Illinois 61111, and its affiliates ("Owner").

TIF RECITALS

(FOREST HILLS REDEVELOPMENT PROJECT)

WHEREAS, the 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 is authorized under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.* ("TIF Act") to undertake the redevelopment, including but not limited to, the approval of redevelopment plans and projects, of "blighted areas" and "conservation areas" within the City if the conditions specified in the TIF Act are met, and is further authorized to implement tax increment allocation financing ("TIF") to pay the costs of such redevelopment permitted under the TIF Act; and

WHEREAS, the City has determined that it is in the best interests of the City to redevelop certain real property within the City legally described in Exhibit "A" ("Forest Hills Road TIF District"), attached hereto and made a part of this Agreement, pursuant to its Redevelopment Plan, as such term is defined in the TIF Act; and

WHEREAS, on September 23, 2013, the City adopted a Resolution Expressing the Official Intent of the City regarding the negotiation of one or more Redevelopment Agreements and the Reimbursement of Certain Expenditures in connection with the Forest Hills Road TIF District; and

WHEREAS, on October 28, 2013, the City Council adopted Resolution No. 13-115, which, in accordance with the terms and conditions of the TIF Act, set the time and date for a Joint Review Board Meeting, and a Public Hearing and provided for the mailing of certain notices, as such items are defined under and required by the TIF Act; and

WHEREAS, on November 20, 2013, the City convened a meeting of the Joint Review Board ("JRB") to review the feasibility study and other planning documents related to the Redevelopment Project Area and the Redevelopment Plan prepared by the City dated May 2013, and the majority of the JRB members found the Redevelopment Project Area and Redevelopment Plan met the requirements of the TIF Act and approved both the Redevelopment Project Area and the Redevelopment Plan; and

WHEREAS, the City, in accordance with the TIF Act, conducted a public hearing with respect to the Redevelopment Plan and the Redevelopment Project Area on December 16, 2013; and

WHEREAS, following the December 16, 2013 public hearing, the City elected to expand the Redevelopment Project Area which, pursuant to the TIF Act, required an amendment to the Redevelopment Plan, a reconvening of the Joint Review Board and an additional public hearing to evaluate the proposed expanded Redevelopment Project Area; and

WHEREAS, on March 24, 2014, the City Council adopted Resolution No. 14-029, which, in accordance with the terms and conditions of the TIF Act, set the time and date for a reconvened Joint Review Board Meeting, and a second public hearing and provided for the mailing of certain notices, as such items are defined under and required by the TIF Act; and

WHEREAS, on April 9, 2014, the City reconvened the meeting of the JRB to review the feasibility study and other planning documents related to the expanded Redevelopment Project Area and the amended Redevelopment Plan prepared by the City dated March 2014, and the majority of the JRB members found the expanded Redevelopment Project Area and the amended Redevelopment Plan met the requirements of the TIF Act and approved both the expanded Redevelopment Project Area and the Redevelopment Plan, as amended; and

WHEREAS, the City, in accordance with the TIF Act, conducted an additional public hearing with respect to the amended Redevelopment Plan and the expanded Redevelopment Project Area on May 14, 2014; and

WHEREAS, the City subsequently found that the Redevelopment Project Area had not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan and that the Redevelopment Project Area qualifies as a "conservation area" in accordance with the TIF Act; and

WHEREAS, pursuant to the TIF Act, the City, by Ordinances 3965-14(A), 3966-14(B), and 3967-14(C), adopted by the City Council on June 23, 2014, approved the Redevelopment Plan, designated the Redevelopment Project Area specifically designated as the Forest Hills Road TIF District, and adopted tax increment allocation financing for the Redevelopment Project Area (collectively, the "TIF Ordinances"); and

BUSINESS DISTRICT RECITALS

(FOREST HILLS BUSINESS DISTRICT)

WHEREAS, the City is further authorized under the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3, *et seq.* ("Business District Act") to undertake

the development, redevelopment, improvement, maintenance and revitalization of properties located within properly formed Business Districts, as that term is defined in the Business District Act, within the City if the conditions specified in the Business District Act are met, and is further authorized to impose Business District Retailer's Occupation Taxes and Business District Service Occupation Taxes to pay the costs of such development, redevelopment, improvement, maintenance and revitalization as permitted under the Business District Act; and

WHEREAS, the City has determined that it is in the best interests of the City to develop and redevelop certain real property within the City legally described in Exhibit "B" ("Forest Hills Road Business District"), attached hereto and made a part of this Agreement, pursuant to its Redevelopment Plan for the Forest Hills Road Business District, as such term is defined in the Business District Act; and

WHEREAS, on October 5, 2015, the City expressed its intent to establish a "business district" and adopt a "redevelopment plan" for the proposed Forest Hills Road Business District in that area legally described in Exhibit "B" pursuant to the Business District Act by adopting and approving Resolution 15-114, expressing the official intent of the City regarding certain redevelopment costs to be incurred in connection with the redevelopment of the proposed Forest Hills Business District; and

WHEREAS, on March 21, 2016, pursuant to and in accordance with the provisions of the Business District Act, the City Council held a public hearing to consider the establishment of a business district and the adoption of a redevelopment plan for such business district;

WHEREAS, the City Council has determined that the Forest Hills Business District: (i) is a "blighted area" as defined in the Act; (ii) constitutes an economic liability to the City in its present condition and use; and (iii) on the whole has not been subject to growth and development by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Forest Hills Road Business District Redevelopment Plan; and

WHEREAS, pursuant to the Business District Act, the City, by Ordinances 4075-16, 4076-16 and 4077-16, adopted by the City Council on March 28, 2016, approved the Redevelopment Plan for the Forest Hills Road Business District, designated the Forest Hills Road Business District, and imposed a 1% Retailers' Occupation Tax and Service Occupation Tax within the Forest Hills Road Business District; and

WHEREAS, the Owner holds title to real property that is located within both the Forest Hills Road TIF District and the Forest Hills Road Business District, which property is described in "Exhibit C" attached hereto and made a part hereof ("Owner Property"); and

WHEREAS, Owner proposes to redevelop the Owner Property by performing the improvements identified in Exhibit "D", attached hereto and made a part hereof (collectively referred to as the "Owner Project"); and

WHEREAS, Owner has represented to the City that it would not be able to undertake development and redevelopment of the Owner Property with the Owner Project in an economically feasible manner, and that it would not undertake such development and redevelopment, unless it is reimbursed a portion of its costs associated with the Owner Project; and

WHEREAS, the City now desires to enter into this Redevelopment Agreement with the Owner and agrees to use certain TIF increment generated from the Forest Hills Road TIF District as well as certain sales tax revenues generated from the Forest Hills Road Business District to defray certain costs of the Owner Project, to the extent such costs qualify for reimbursement pursuant to the TIF Act and/or the Business District Act.

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 Owner agree as follows:

ARTICLE I. INCORPORATION OF RECITALS

1.1. The Recitals set forth above are an integral part of this Agreement and by this reference incorporated herein.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

2.1.1. Owner is a duly organized and existing corporation in good standing under the laws of the State of Illinois;

2.1.2. No litigation or proceedings are pending, or to the best of Owner's knowledge, are threatened against Owner, which could: (i) affect the ability of Owner to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) which materially affect the operation or financial condition of Owner;

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

2.1.4. The party executing this Agreement on behalf of Owner has been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and bind Owner to perform the terms and obligations contained herein.

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

2.2.1. 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 this Agreement.

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

2.3. **Survival of Representations and Warranties.** The Parties agree that all of their respective representations and warranties set forth in this Article and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive for the term of this Agreement.

ARTICLE III. OWNER OBLIGATIONS

3.1. **Completion of Owner Project.** Notwithstanding anything to the contrary in this Agreement, the City shall not be obligated to make any payments to the Owner if the Owner Project is not completed prior to June 1, 2020.

3.2. **Plans and specifications.** The Owner Project shall conform to all applicable legal requirements, including but not limited to, the City's Code of Ordinances, and any state, federal or agency regulations applicable to the Owner Project. All site, landscaping, architectural and engineering drawings and specifications (the "Plans") typically required for the Owner Project shall be submitted by Owner at its sole cost and expense and such Plans shall be reviewed and processed by the City or its designee. Such Plans shall conform to all federal, State and City laws and ordinances concerning the rights of accessibility for the physically disabled, the provision of adequate parking and concerning environmental issues. For the limited purpose of this Agreement, the requirements of this paragraph shall be deemed to have been met if the Owner constructs the improvements in accordance with Plans for which building permits are issued by the City.

3.3. **Use of Land.** Owner intends that the Owner Property shall continue to be utilized for retail, commercial and/or other uses allowed by zoning.

ARTICLE IV.
TAX INCREMENT FINANCING ECONOMIC INCENTIVES

4.1. **Tax Increment Financing of Redevelopment Project Costs.** Owner has represented to the City that, but for tax increment financing assistance from the Forest Hills Redevelopment Project Area, the Owner Project would not be economically viable. The Parties agree that TIF increment, implemented in accordance with the terms and provisions of this Agreement and the TIF Act, shall be a source of funding for the Owner Project in order to make the Owner Project economically viable. The City shall provide for the segregation of the incremental real estate taxes generated within the Forest Hills Redevelopment Project Area as determined in accordance with this Agreement and Section 5/11-74.4-8 of the TIF Act, into a special tax allocation fund created by the City for the Forest Hills Redevelopment Project Area.

4.2. **Available Property Tax Increment.** For the purposes of this Agreement, the term “Available Property Tax Increment” means one hundred percent (100%) of all increment funds paid to the City pursuant to the TIF Act which are derived from properties within the Forest Hills Redevelopment Project Area that are not otherwise committed for distribution pursuant to redevelopment agreements existing prior to this Agreement. For the purposes of this Agreement, the terms “Special Tax Allocation Fund” or “STAF” means the separate City account into which the Property Tax Increment, the City Increment and other increment taxes generated within the Forest Hills Redevelopment Project Area are segregated for distribution in accordance with this Agreement.

4.3. **Pledge of Available Property Tax Increment.** Subject to the requirements of Section 4.4 of this Agreement, the City hereby pledges and agrees to provide Owner with up to a maximum amount of Ten Thousand and no/100ths Dollars (\$10,000) of Available Property Tax Increment to reimburse Owner for its eligible “Redevelopment Project Costs”, as that term is defined in the TIF Act (“Owner Eligible Redevelopment Project Costs”) in accordance with Section 4.4 of this Agreement to the extent the same were incurred for the Owner Project. The City represents that adequate Available Property Tax Increment is in the STAF for payment of the amount referenced herein this Section 4.3.

4.4. **Authenticating the Owner Eligible Redevelopment Project Costs.** As a condition precedent to receiving reimbursement for Owner Eligible Redevelopment Costs, the Owner shall submit to the City, or its designee, a written statement setting forth the amount of specific Owner Eligible Redevelopment Project Cost for which certification is sought (a “Request for Certification”). Each Request for Certification shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the City, or its designee, shall reasonably require evidencing that Owner has incurred the Owner Eligible Redevelopment Project Costs sought to be certified. The City shall have the right to review the content of any and all documents provided by the Owner, or requested by the City, used to support a reimbursement request for Eligible Redevelopment Project costs prior to or after reimbursement payouts. If a Request for Certification is deficient, the City shall notify the Owner of the specific deficiencies. Upon the Owner’s delivery of reasonably sufficient evidence, the City shall certify such costs as reimbursable within sixty (60) days and the same shall be eligible for payment to Owner pursuant to the terms of this Agreement. The City shall have the right to inspect the exterior and interior of any and all existing and new improvements for which reimbursement is sought before, during or after completion.

4.5. **Timing of Payments.** The payment of the Available Property Tax Increment referenced in Section 4.3 will be paid within thirty (30) days of certification of the Redevelopment Project Costs as provided in Section 4.4. Owner Eligible Redevelopment Project Costs which have been reimbursed to Owner will not be subject to reimbursement as Owner Eligible Business District Project Costs.

ARTICLE V. BUSINESS DISTRICT ECONOMIC INCENTIVE

5.1. **Business District Financing of Redevelopment Project Costs.** Owner has represented to the City that, but for business district financing assistance from the Forest Hills Road Business District, the Owner Project would not be economically viable. The Parties agree that such incentive, implemented in accordance with the terms and provisions of this Agreement and the Business District Act shall be a source of funding for the Owner Project to make the Owner Project economically viable. The City shall provide for the accounting segregation of the Business District Retailer's Occupation Taxes and Business District Service Occupation Taxes generated within the Forest Hills Road Business District, as determined in accordance with Section 5/11-74.3-6 of the Business District Act, into a special fund heretofore created by the City for the Forest Hills Road Business District (the "Business District Fund") to be held by the City.

5.2. **Business District Sales Tax Revenues.** For the purposes of this Agreement, the term "Business District Sales Tax Revenues" shall mean the revenues collected by the Illinois Department of Revenue and received by the City which are the result of that one percent (1.0%) Business District Retailer's Occupation Tax and that one percent (1.0%) Business District Service Occupation Tax levied upon those businesses located on the Owner Property in the Forest Hills Road Business District, and which includes any replacement, substitute or amended taxes, during the life of the Forest Hills Redevelopment Project Area.

5.3. **Pledge of Business District Sales Tax Revenues.** Commencing with the date of this Agreement, the City hereby pledges and agrees to provide Owner with an amount equal to Fifteen Thousand Four Hundred and no/100ths Dollars (\$15,400) of the Business District Sales Tax Revenues generated from within the Forest Hills Road Business District which are not otherwise committed for distribution pursuant to redevelopment agreements existing prior to this Agreement ("Pledged Sales Tax Revenues") to reimburse Owner for its eligible "Business District Project Costs", as that term is defined in the Business District Act ("Owner Eligible Business District Project Costs") in accordance with Section 5.4 of this Agreement to the extent the same were incurred for the Owner Project. The maximum amount of Pledged Sales Tax Revenues ("Maximum Revenue") to be paid during the time of this Agreement is Fifteen Thousand Four Hundred and no/100ths Dollars. (\$15,400).

5.4. **Authenticating the Owner Eligible Business District Project Costs.** As a condition precedent to receiving reimbursement for Owner Eligible Business District Project Costs, Owner shall submit to the City, or its designee, a written Request for Certification. Each Request for Certification shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the City, or its designee, shall reasonably require evidencing that Owner has incurred the Owner Eligible Business District Project Costs sought to be certified. If a Request for Certification is deficient, the City shall notify the Owner of the specific deficiencies. Upon the Owner's delivery of reasonably sufficient evidence, the City shall certify such costs as reimbursable

within sixty (60) days and the same shall be eligible for payment to Owner pursuant to the terms of this Article. The City shall have the right to inspect the interior and exterior of any improvement for which reimbursement is sought pursuant to this Section 5.

5.5. **Timing of Payments.** The payment of the Pledged Sales Tax Revenues referenced in Section 5.3 will be paid within thirty (30) days of certification of the Owner Eligible Business District Project Costs as provided in Section 5.4. Owner Eligible Business District Project Costs which have been reimbursed to Owner will not be subject to reimbursement as Owner Eligible Redevelopment Costs.

ARTICLE VI. COMPLIANCE WITH LAWS

6.1. **Defense of TIF District and Business District.** In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act or Business District Act and the subject matter contemplated by this Agreement contests or determines that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the Forest Hills Redevelopment Project Area and/or the Forest Hills Road Business District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Owner shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the integrity of the Forest Hills Redevelopment Project Area and/or the Forest Hills Road Business District, and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the Forest Hills Redevelopment Project Area and/or the Forest Hills Road Business District that each party shall incur as a result of defense of the same. The City, however, shall be entitled to reimbursement of its attorneys' fees and litigation costs, including expert witness fees, from the TIF District revenues which reimbursement shall have priority to any TIF reimbursements to Owner. In the event of an adverse lower court or agency ruling, payments 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. The City shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pending of any appeal.

6.2. **Compliance with Law.** Neither Owner 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 Owner 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 Owner Project.

6.3. **Prevailing Wage.** Where required by law, the Owner shall pay no less than the prevailing rate of wages as found by the City or the State of Illinois or as determined by a court of competent jurisdiction upon review to all laborers, workers and mechanics performing under any contract entered into with Owner or any of Owner's subcontractors in relation to the construction relating to the Owner Project.

ARTICLE VII. DEFAULT REMEDIES

7.1. **Defaults/Remedies**: If either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, such Party shall, upon written notice from the other party proceed to cure or remedy such default or breach within fifteen (15) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting party commences to cure the default within said fifteen (15) day period and proceeds with due diligence to cure the same, such party shall not be deemed to be in default under this Agreement. In the case of a City default, Owner shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Owner, the City will have all legal and equitable remedies available to it, including suspending payments until the default of Owner is cured or alternatively terminating this Agreement. Notwithstanding the forgoing, the Owner shall not have the ability to cure a default regarding the required completion date identified in Section 3.1 for the Owner Project.

7.2. **Event of Default**. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an “Event of Default”:

7.2.1. If, at any time, any material term, warranty, representation or statement made or furnished by City or Owner (including the representations and warranties of Owner described herein) is not true and correct in any material respect because of which the Owner is unable to fulfill its obligations hereunder; or

7.2.2. If any petition is filed by or against City or Owner 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

7.2.3. Any assignment, pledge, encumbrance, transfer or other disposition which is prohibited under this Agreement.

7.3. **Waiver and Estoppel**. Any delay by City or Owner 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 City or Owner of or limit such rights in any way. No waiver made by City or Owner with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Owner with respect to any other defaults.

ARTICLE VIII. PERFORMANCE

8.1. **Obligations of City**. The obligations contained within this Agreement are not Full Faith and Credit obligations of the City. All payment obligations on the part of the City contained in this Agreement are contingent upon the City’s receipt of Owner Property Tax Increment and Business District Sales Tax Revenues as set forth herein and further subject to the provisions of the TIF Act, the Business District Act and this Agreement.

8.2. **Restrictions on Assignment:** Owner may not assign any, or all, of its rights and obligations under this Agreement without the express prior written consent of the City.

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

ARTICLE IX. GENERAL

9.1. **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 separate 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.

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

9.3. **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.

9.4. **Survival of Provisions:** 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.

9.5. **Use of Headings:** The clause 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.

9.6. **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.

9.7. **Defaults:** In the event of a default and/or litigation arising out of enforcement of this agreement, each party shall be responsible for their own costs, charges, expenses, and attorney's fees.

9.8. **Indemnification:** Owner agrees and to indemnify and hold the City and its officers, elected and appointed, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the failure of the Owner to comply with this Agreement.

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

To the Owner:

Batteries Plus of Rockford, Inc.
Attn: Scott M. Lunnon
1512 East Riverside Boulevard
Loves Park, Illinois 61111

To the City:

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

With City copy to:

Attorney Gino Galluzzo
Galluzzo Law Group LLC
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 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.

9.10. **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.

9.11. **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.

ARTICLE X.

MONETARY LIMITATION

10.1. **Maximum Reimbursement**. Notwithstanding anything in this Agreement to the contrary, the total amount of money paid to Owner pursuant to the terms of this Agreement shall not exceed Twenty-Five Thousand Four Hundred Dollars (\$25,400).

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.

BATTERIES PLUS OF ROCKFORD, INC.
an Illinois Limited Liability Company

By:_____

Its: President

CITY OF LOVES PARK,
an Illinois Municipal Corporation

By:_____

Its: Mayor

ATTEST:

City Clerk

EXHIBIT "A"
Forest Hills Redevelopment Project Area

Block 1

Part of the Southeast Quarter of Section 5, Township 44 North Range 2 East of the Third Principal Meridian bounded and described as follow to-wit:

Beginning at the intersection of the centerline of East Riverside Boulevard and the centerline of Forest Hills Road; thence Southwesterly along the centerline of Forest Hills Road to the intersection of said centerline and the Northerly line of the

Southerly 100 feet of Lot 7 as designated upon the plat of Hamilton Acres the plat of which is recorded in Book 22 of Plats on Page 333 in the Recorder's Office of Winnebago County, Illinois.; thence Northwesterly along the Northerly line of the Southerly 100 feet of Lot 7 to the Easterly right-of-way line of the Chicago and Northwestern Railroad; thence Northeasterly along the Easterly right-of-way line of the Chicago and Northwestern Railroad and said line extended Northeasterly to the centerline of East Riverside Boulevard; thence Easterly along the centerline of East Riverside Boulevard to the point of beginning. Situated in the County of Winnebago, State of Illinois.

Block 2

Part or the West half of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian bounded and described as follows to-wit:

Beginning at the intersection of the Easterly right-of-way line of Forest Hills Road, extended Southwesterly and the centerline of East Riverside Boulevard; thence Westerly along the centerline of East Riverside Boulevard to the Easterly right-of-way line of the Chicago and Northwestern Railroad extended Southerly; thence Northeasterly along said Easterly right-of-way line to the Northerly line of Lot 7 as designated upon the plat of Baudhuin Farms the plat of which is recorded in Book 22 of Plats on Page in the Recorder's Office of Winnebago County, Illinois; thence Easterly along the North line of said Lot 7 to the Southerly line of a Drainage Way as designated upon said plat; thence Southeasterly along the Southerly line of said Drainage Way and said Southerly line extended to the Easterly right-of-way line of Forest Hills Road; thence Southwesterly along the Easterly right-of-way line of Forest Hills Road and said right-of-way line extended to the point of beginning. Situated in the County of Winnebago, State of Illinois.

Block 3

Part of the North half of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian and part of the South half of Section 32, Township 45 North, Range 2 East of the Third Principal Meridian bounded and described as follows to-wit:

Beginning at the point of intersection of the Easterly right-of-way line of Forest Hills Road and the Southerly line, extended Southeasterly, of a Drainage Way as designated upon the plat of Baudhuin Farms the plat of which is recorded in Book 22 of Plats on Page 74 in the Recorder's Office of Winnebago County, Illinois; thence Northwesterly along the South line of said Drainage Way extended Southeasterly and the Southerly line of said Drainage Way to the South line of Lot 8 as designated upon said plat; thence Westerly along the Southerly line of Lot 8 as designated upon said Plat to the Westerly line of said Lot 8; thence Northeasterly along the Westerly line of said lot 8 to the Southwest corner of Lot 9 as designated upon said plat; thence Easterly along the South line of said Lot 9 to a point which lies 50 perpendicularly distant from the Westerly line of said Lot 9 and the Southeasterly corner of a Drainage Way recorded as Document 71-25-1731 in said Recorder's Office; thence Northeasterly, Easterly and Northeasterly along the Easterly, Southerly and Easterly lines of said Drainage Way to the Southwest corner of a Drainage Way recorded as Documents 71-23-1061, 71-23-1062 and 71-23-1063 in said Recorder's Office; thence Northerly along the Easterly line of said Drainage Way, and said Easterly line extended Northerly to the Northerly right-of-way line of Windsor Road; thence Easterly along the Northerly right-of-way line of Windsor Road and said right-of-way line extended Easterly to the centerline of Alpine Road; thence Southerly along the centerline of Alpine Road to the point of intersection of the centerline of Alpine Road and a line which lies between the intersection of the Southerly right-of-way line of Forest Hills Road and the Easterly line of Alpine Road and the Northwest corner of M Dodd Subdivision the plat of which is recorded in Book 49 of Plats on Page 39 in said Recorder's Office; thence Southwesterly along aforesaid line to the Northwest corner of said M Dodd Subdivision; thence Southwesterly along the Easterly right-of-way line of Forest Hills Road to the point of beginning. Situated in the County of Winnebago, State of Illinois.

Block 4

Part of the North half of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian and part of the South half of Section 32, Township 45 North,

Range 2 East of the Third Principal Meridian bounded and described as follows to-wit:

Beginning at the intersection of the Northerly right-of way line of Windsor Road extended Easterly and the Easterly right-of way line of Forest Hills Road; thence southwesterly along the Easterly right-of way line of Forest Hills Road to the intersection of the Northerly right of line of Colby Lane and the Easterly right-of way line of Forest Hills Road; thence Southwesterly to the intersection of the Southerly right-of-way line of Colby Lane and the Easterly right-of-way line of Forest Hills Road; thence Southwest along the Easterly right-of-way line of Forest Hills Road to the Easterly right-of-way line of Alpine Road thence Southwesterly along a line which lies between the intersection of the Easterly right-of way line of Alpine Road and the Southerly right-of—way line of Forest Hills Road and the Northwest corner of M Dodd Subdivision thence Southwesterly along aforesaid line to the centerline of Alpine Road; thence Northerly along the centerline of Alpine Road to the point of intersection of the centerline of Alpine Road and the Northerly right-of-way line of Windsor Road extended Westerly; thence Easterly along the Northerly right-of way line of Windsor Road extended Westerly and Northerly right-of way line of Windsor Road to the point of beginning. Situated in the County of Winnebago, State of Illinois.

Excepting there from the following described premises bounded and described as follows to-wit:

Part of Lots 1, 2,& 3 as designated upon the plat of Renn Hart Hills Subdivision Commencing at Northwest corner of Block 1 as designated upon said plat; thence Easterly along the North line of said Block 1, a distance of 804.03 to the point of beginning of this description; thence Southerly parallel with the Westerly line of said Block 1, a distance of 158.18 feet; thence Easterly parallel with the Northerly line of said Block 1, a distance of 150.00 feet; thence Northerly parallel with the Westerly line of said Block 1 to the Northerly right-of-way line of Windsor Road; thence Westerly along the Northerly right-of way line of Windsor Road, a distance of 150.00 feet; thence Southerly parallel with the Westerly line of said Block 1 to the point of beginning. Situated in the County of Winnebago, State of Illinois.

Block 5

Part of the West half of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian bounded and described as follows to-wit::

Beginning at the intersection of the Westerly right-of way line of Material Avenue extended southerly and the Southerly right-of-way line of East Riverside

Boulevard; thence Northerly along the Westerly right-of way line of Material Avenue, extended Southerly and the Westerly right-of way line of Material

Avenue to the Southerly line of the Drainage Way as designated upon the Plat of Larson's Industrial Tracts the plat of which is recorded in Book 27 of Plats on Page 37 in the Recorder's Office of Winnebago County, Illinois; thence Easterly along the Southerly line of said Drainage Way and said Southerly line extended Easterly to the Easterly right-of way line of the Chicago and Northwestern Railroad; thence Southwesterly along said Easterly right-of-way line to the Southerly right-of-way line of East Riverside Boulevard; thence Westerly along the Southerly right-of-way line of East Riverside Boulevard to the point of beginning. Situated in the County of Winnebago, State of Illinois.

Forest Hills TIF District

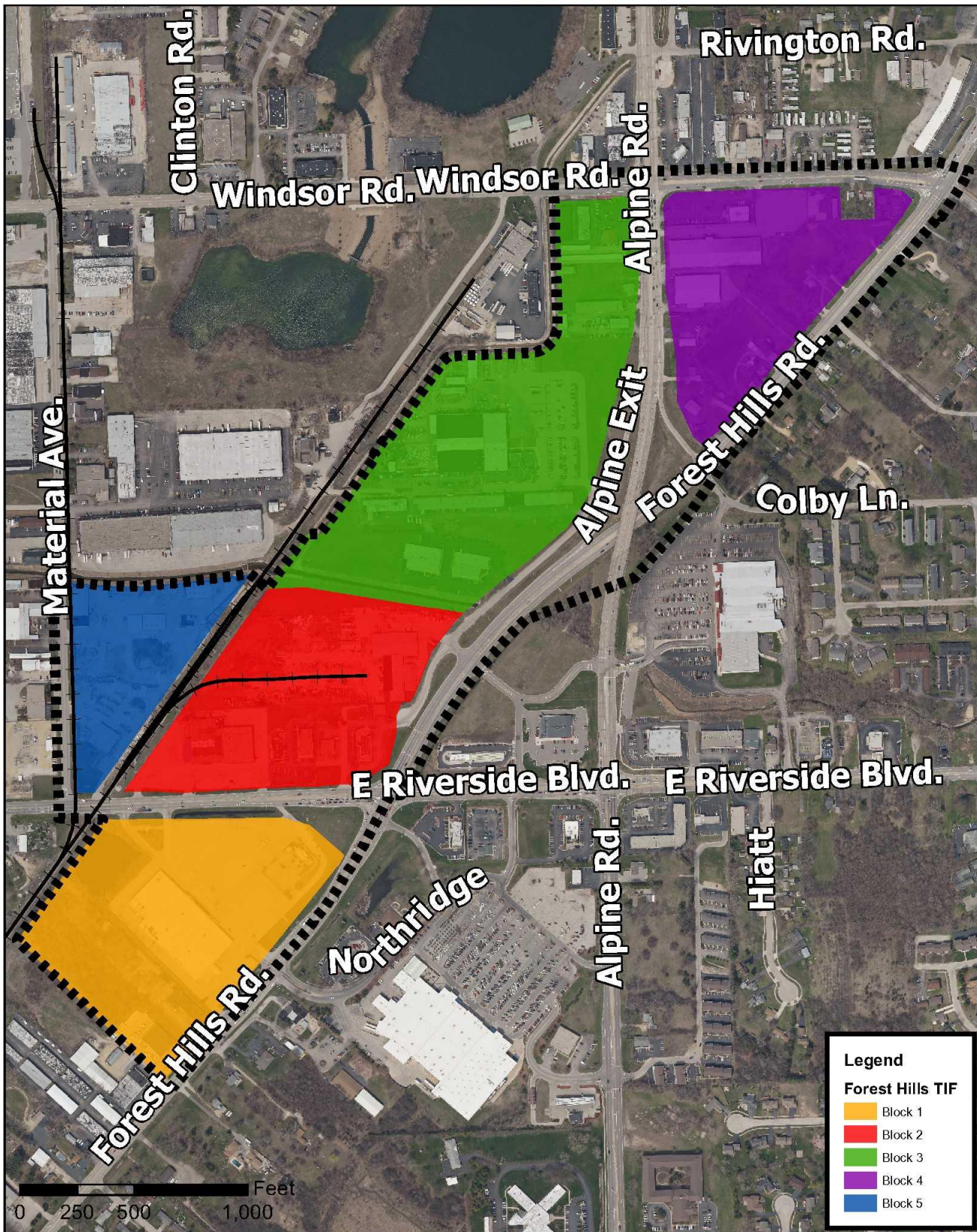


EXHIBIT “B”
Forest Hills Road Business District Area

LEGAL DESCRIPTION OF
FOREST HILLS ROAD BUSINESS DISTRICT

BLOCK 1

Part of the Southeast Quarter of Section 5, Township 44 North Range 2 East of the Third Principal Meridian bounded and described as follow to-wit.

Beginning at the intersection of the centerline of East Riverside Boulevard and the centerline of Forest Hills Road; thence Southwesterly along the centerline of Forest Hills Road to the intersection of said centerline and the Southerly line of the Northerly 250 feet of Lot 6 as designated upon the plat of Hamilton Acres the plat of which is recorded in Book 22 of Plats on Page 333 in the Recorder's Office of Winnebago County, Illinois.; thence Northwesterly along Southerly line of the Northerly 250 feet of Lot 6 to the Easterly right-of-way line of the Chicago and Northwestern Railroad; thence Northeasterly along the Easterly right-of-way line of the Chicago and Northwestern Railroad and said line extended Northeasterly to the centerline of East Riverside Boulevard; thence Easterly along the centerline of East Riverside Boulevard to the point of beginning. Situated in the County of Winnebago, State of Illinois.

and

BLOCK 2

Part or the West half of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian bounded and described as follows to-wit:

Beginning at the intersection of the Easterly right-of-way line of Forest Hills Road, extended Southwesterly and the centerline of East Riverside Boulevard; thence Westerly along the centerline of East Riverside Boulevard to the Easterly right-of-way line of the Chicago and Northwestern Railroad extended Southerly; thence Northeasterly along said Easterly right-of-way line to the Northerly line of Lot 7 as designated upon the plat of Baudhuin Farms the plat of which is recorded in Book 22 of Plats on Page 74 in the Recorder's Office of Winnebago County, Illinois; thence Easterly along the North line of said Lot 7 to the Southerly line of a Drainage Way as designated upon said plat; thence Southeasterly along the Southerly line of said Drainage Way and said Southerly line extended to the Easterly right-of-way line of Forest Hills Road; thence Southwesterly along the Easterly right-of-way line of Forest Hills Road and said right-of-way line extended to the point of beginning. Situated in the County of Winnebago, State of Illinois.

and

All right-of ways immediately adjacent to Block 1 and/or Block 2.

Forest Hills Business District

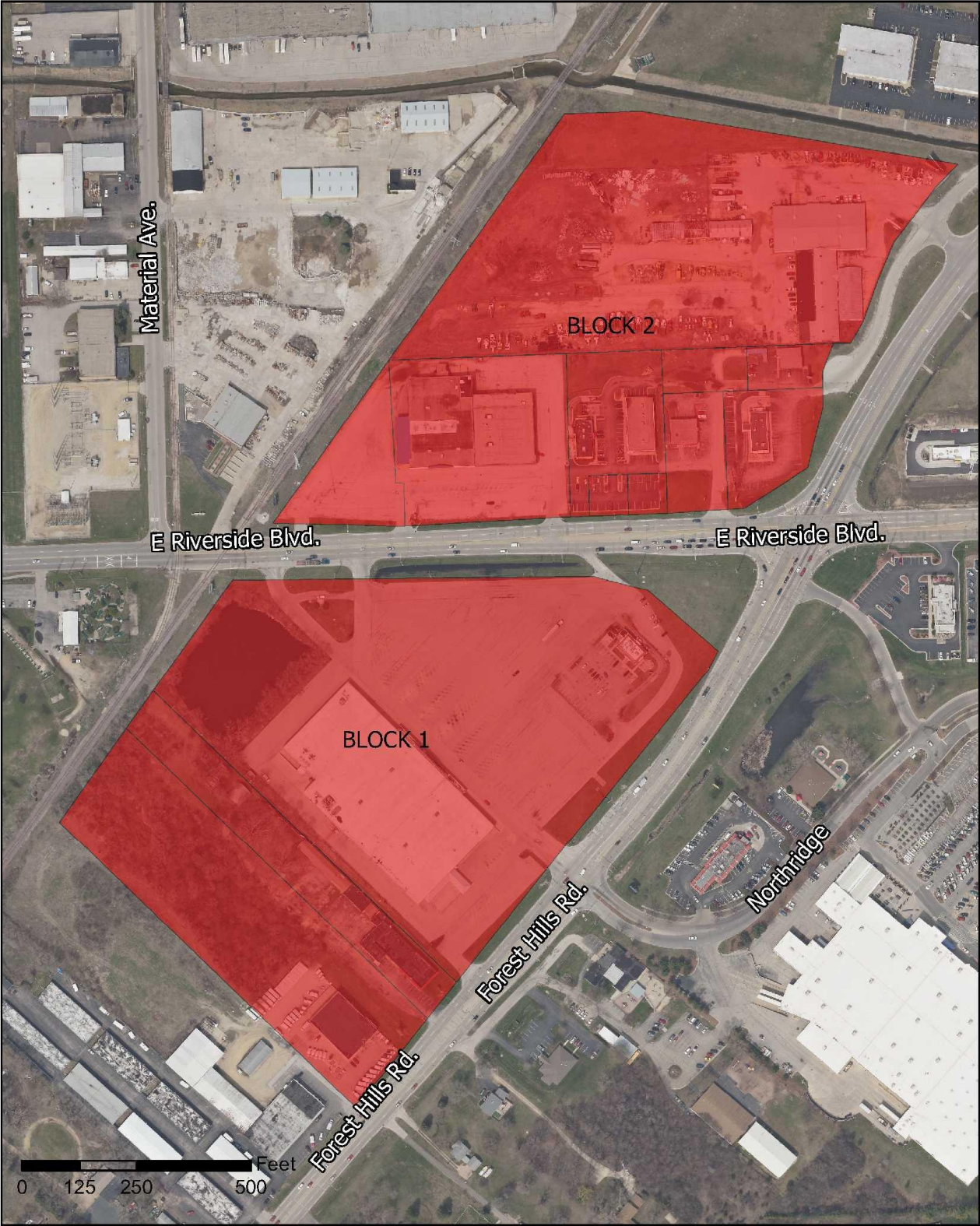
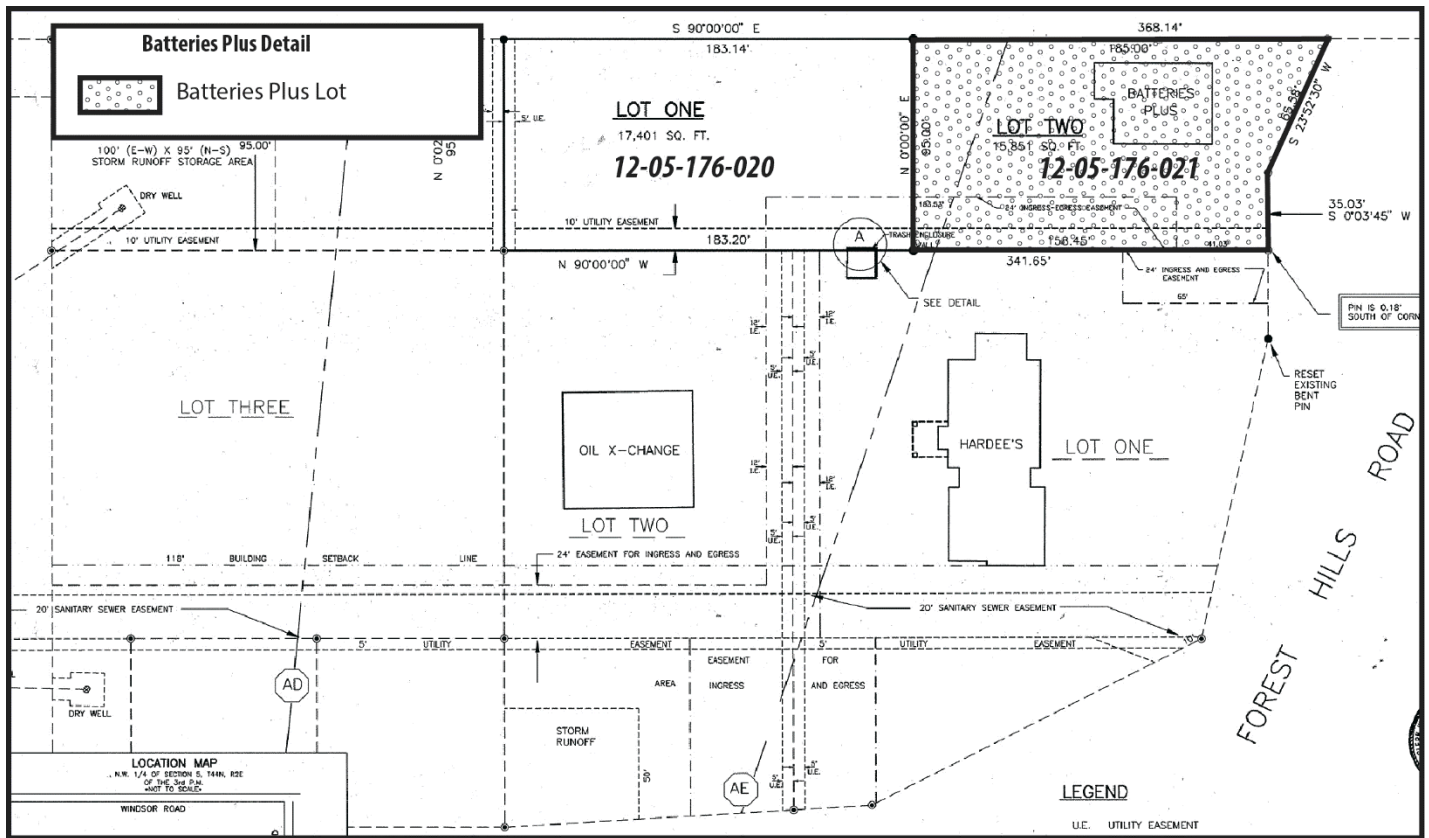


EXHIBIT "C" **Description - Owner Property**

Batteries Plus of Rockford located at 1512 East Riverside Boulevard, Loves Park, IL 61111 having a parcel identification number (PIN) at the time of this Agreement of 12-05-176-021 and as depicted in the shaded area of the subdivision plat map below.

Subdivision Plat - Detail



21

EXHIBIT “D”

Owner Project

Façade improvements, including painting of the exterior of the building and tuckpointing of cracks in the walls

Reconstruction of the Owner Property parking lot