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**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, AUGUST 17, 2020- 6 P.M.**  
**COUNCIL CHAMBERS**

- I. CALL TO ORDER**
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Benjamin Danielson, Director of Chaplaincy Services at Mercyhealth, followed by the Pledge of Allegiance.**
- III. ROLL CALL**
- IV. APPROVAL OF CITY COUNCIL MINUTES OF PREVIOUS MEETING**
- V. COMMUNICATIONS, MAYOR'S REPORT AND ANNOUNCEMENTS**
  - 1. Check presentation to Steve Kling of the Loves Park Ski Broncs Water Ski Show Team.**
- 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 to approve a job description for the Chief of the Loves Park Fire Department.**
- 2. Resolution to approve an amendment to the Redevelopment Agreement for Rock Cut Business Park located at the Northwest corner of Bell School Road and Rock Valley Parkway.**

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

- 1. Ordinance regarding stop signs in the Silo Crossing Subdivision.**

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

**XIV. PUBLIC COMMENT**

**XV. EXECUTIVE SESSION**

**XVI. GOOD OF THE ORDER**

**XVII. ADJOURNMENT**

**CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS**

Journal of Proceedings

Regular Meeting, Monday, August 10, 2020

Mayor Gregory Jury called to order the meeting of the Loves Park City Council at 6:01 p.m.

Alderman Charles Frykman opened the meeting with an invocation followed by the pledge of allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 08/03/20 The Journal of Proceedings for the regular meeting of August 3, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)
2. Water Department Bills Alderman Jacobson presented the Water Department bills dated August 3, 2020 in the amount of \$21,622.24, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)
3. General Fund Bills Alderman Jacobson presented the General Fund bills dated August 3, 2020 in the amount of \$87,311.38, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)
4. Public Safety Report Alderman Allton presented the Police Department Report dated August 10, 2020, to be placed on file.
5. Public Works Report Alderman Schlensker presented the Street Department Report dated August 10, 2020; presented the Water Department Report dated August 10, 2020, to be placed on file.
6. Building Department Report Alderman Frykman presented the Building Department Report for July 2020; New Commercial - \$0.00; New Residential - \$292,608.00; Others - \$328,544.00; Total Permits – 90; Permit Fees - \$9,603.00; Machesney Park Fees - \$5,319.50.
7. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated August 10, 2020 in the amount of \$515,669.37, for consideration at next week's city council meeting; presented the minutes from the committee meeting held August 3, 2020, to be placed on file.
8. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated August 10, 2020 in the amount of \$71,196.24, for consideration at next week's city council meeting; presented the minutes from the committee meeting held June 29, 2020, to be placed on file.
9. Codes & Regs. Committee Alderman Peterson of the Codes and Regulations Committee presented the minutes from the committee meeting held July 6, 2020, to be placed on file.

10. Ordinances First Reading Alderman Jacobson presented for first reading Agenda Items 1-2, Ordinances First Reading.
11. 1<sup>st</sup> Reading  
Face Coverings Alderman Jacobson presented for first reading an ordinance regarding face coverings to preserve and protect residents, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over
12. 1<sup>st</sup> Reading  
Stop Signs For  
Silo Crossing  
Subdivision Alderman Jacobson presented for first reading an ordinance regarding stop signs in the Silo Crossing Subdivision, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt) Laid over
13. Suspend Rules Alderman Jacobson moved to suspend any and all rules to bring the ordinance regarding face coverings in for second reading. Second by Alderman Pruitt. Motion carried. 8 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Warden, Jacobson, Little, Pruitt) 2 Nays (Aldermen Allton, Puckett)
14. ORD 4356-20  
Face Coverings Alderman Jacobson presented for second reading an ordinance regarding face coverings to preserve and protect residents, and moved for passage of the ordinance. Second by Alderman Peterson. Motion carried. 8 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Warden, Jacobson, Little, Pruitt) 2 Nays (Aldermen Allton, Puckett)  
**ORDINANCE NO. 4356-20**
15. Alderman Little Alderman Little announced that he will not seek a sixth term as Alderman of the First Ward.
16. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:14 p.m.

**APPROVED:**


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**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 <sup>rd</sup> Thursday of the Month 5:30 p.m.



# **LOVES PARK** **POLICE**

540 Loves Park Drive, Loves Park, IL 61111

Phone 815/654-5015 Fax 815/633-0555

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 08/17/2020

Subject: Police Activity Report

Police activity report for the week of 08/02/2020 through 08/08/2020

Calls for Service 390

Total Number of Arrests 85

Accidents 9

MICHAEL MCCAMMOND  
DEPUTY CHIEF OF POLICE

CHARLES LYNDE  
CHIEF OF POLICE

SHANE LYNCH  
DEPUTY CHIEF OF POLICE

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

Submitted by: Shannon Messinger  
Street Department Manager

Week of August 10, 2020 thru August 17, 2020

**Previous week's activity:**

1. Continued concrete work on the eastside of N2nd.
2. Completed asphalt and dirt for concrete work as completed.
3. Continued mowing.
4. Started seam sealing and crack filling on Alpine Rd.

**Proposed work:**

1. Continue eastside concrete repairs.
2. Hot mix and dirt completed concrete repairs.
3. Continue mowing.
4. Finish preventative seam sealing and crack repairs on Alpine Rd.
5. Start crack filling Clifford, Grand Ave, Pike and Springbrook. This is the last week we will be crackfilling.

# **Loves Park Water Department**

## **Weekly Activity Report**

Submitted by: Craig McDonald  
Department Manager

Date: **8/5/20-8/2/20**

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 hydrant repairs from flushing
3. Continued collecting lead and copper samples for IEPA compliance
4. Continue flushing hydrants for ISO compliance
5. Repaired service leak at 5255 Bunker Hill Ct.

Work anticipated for this week:

1. Routine work
2. Continue hydrant repairs from flushing
3. Continue flushing remaining hydrants for ISO compliance
4. Continue collecting lead and copper samples for IEPA compliance
5. Replace curb stop at 5035 Vail Dr.
6. Repair HMO pump at well #6



**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, AUGUST 17, 2020 – 5:40 P.M.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
- 4. ITEMS FOR CONSIDERATION**
  - A. Resolution to approve a job description for the Chief of the Loves Park Fire Department.**
  - B. Resolution to approve an amendment to the Redevelopment Agreement for Rock Cut Business Park located at the Northwest corner of Bell School Road and Rock Valley Parkway.**
  - C. LIST OF BILLS**
  - D. GENERAL DISCUSSION/PUBLIC COMMENT**
  - E. ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE  
MEETING MINUTES

DATE OF MEETING: August 10, 2020

CALLED TO ORDER: 5:40 P.M.

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

ALSO PRESENT: Mayor Jury, Attorney Galluzzo, Aldermen A. Marie Holmes, (electronically),  
Robert Schlensker, Jim Puckett, Clint Little, Treasurer John Danielson

MINUTES APPROVAL: August 3, 2020

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

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. General Discussion
3. Adjournment.

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

Adjournment: 5:42 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

## CITY OF LOVES PARK

**ALDERMAN JOHN JACOBSON**

**RESOLUTION NO.**

**DATE: AUGUST 17, 2020**

**DEPARTMENT: FINANCE &  
ADMINISTRATION COMMITTEE**

### **A RESOLUTION TO APPROVE A JOB DESCRIPTION FOR THE CHIEF OF THE LOVES PARK FIRE DEPARTMENT**

**WHEREAS**, the City has determined that it is in the best interests of the health, safety and welfare of the community to provide for enhanced fire and EMS protection for the City; and

**WHEREAS**, the City has further determined that it would outsource the primary fire and EMS functions to Paramedic Services of Illinois, Inc.; and

**WHEREAS**, the Fire Chief remains a vital and important figure to oversee the operations of the Loves Park Fire Department, plan and budget for those operations and to maintain a positive relationship with Paramedic Services of Illinois, Inc. and its employees; and

**WHEREAS**, the City desires to clarify the administrative responsibilities of the Chief's role by adopting a job description for the position.

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

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The attached job description for the Fire Chief as the Department Head of the Loves Park Fire Department is adopted and approved.
3. This Resolution shall be in full force and effect from and after its passage and approval.

\_\_\_\_\_  
Alderman John Jacobson, Chairman

\_\_\_\_\_  
Alderman Mark Peterson, Vice Chairman

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

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

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

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

MOTION:

SECOND:

VOTING:

<p align="center"><b>LOVES PARK FIRE DEPARTMENT PROCEDURAL ORDER CHIEF JERRY WILTFANG</b></p>	<p align="center"><b>DATE ISSUED</b>  4/15/18</p>	<p align="center"><b>EFFECTIVE DATE</b>  4/15/18</p>	<p align="center"><b>PROCEDURAL ORDER NO.</b>  Personnel 20-1</p>
<p><b>SUBJECT:</b>                      Job Description – Fire Chief</p>			<p><b>AMENDS:</b> Personnel 18-01</p>
<p><b>REFERENCE:</b></p>	<p><b>RESCINDS:</b></p>		

### **DEFINITION**

Plans, organizes, directs, and administers all operations of the Fire Department(“Department”), including fire administration (public relations, management of budget, personnel, supplies, equipment, structures, and compliance/enforcement of regulations, policies and procedures), provide administrative support and oversight for fire suppression, fire investigations, fire prevention, hazardous material response, rescue, and other emergency services. The Fire Chief shall be an administrative position only. The Fire Chief will not act in the role of a firefighter but shall provide for the efficient administration of the Department. The Fire Chief shall also be the liaison between the City and Paramedic Services of Illinois, Inc. (“PSI”), to which the City has out-sourced firefighter and EMS duties.

### **EXAMPLES of DUTIES**

Develops and coordinates with PSI, plans for efficient and effective fire prevention, fire suppression and life-saving services within the Department's jurisdiction, and makes recommendations to the City relative to the long term needs for maintaining, and improving effective operations;

Develops and recommends to the department and enforces department policies and procedures necessary for orderly Department operations and maintain compliance with federal, state and recognized policy making entities (i.e. National Fire Protection Association);

Oversees the administration of the Department's fire prevention program including building inspections, local code enforcement, as well as enforcement of federal and state laws, and conducting community education programs;

Annually recommends a proposed operation s budget to the City of Loves Park Mayor. Monitors expenditures for conforming to appropriations and purchasing regulations established by the Department;

Supervise the maintenance, repair and replacement of all equipment and ensure that all equipment and buildings are properly maintained and in good working order;

Attends training programs oriented to the duties of the fire chief and all ranks below;

Oversees and provides for departmental training at all levels to ensure safe and effective operations.

## **EXPECTED KNOWLEDGE and SKILLS**

Thorough knowledge of modern firefighting methods and techniques and ability to apply this knowledge to various fire control and fire prevention problems;

Considerable knowledge of municipal fire administration;

Ability to maintain discipline, to lead and command effectively.

## **REQUIRED EDUCATION, TRAINING, and EXPERIENCE**

Must possess an associate degree or equivalent;

Minimum of 6 years of extensive experience in firefighting work of a progressively responsible nature;

Must have and maintain a valid IL driver's license;

Completion of, Incident Command Training, Fire Service Management. NIMS 100, 200, 300, 400 and 700, Completion of Hazardous Materials Operations (Technician Preferred), CPR, Emergency Medical Technician Licensed or equivalent training or education for aforementioned requirements.

## **ESSENTIAL FUNCTIONS**

Responsible for supervision and administration of all Department operations and activities, and ensure that PSI provides personnel that are trained and qualified for the duties they are expected to perform;

Maintain communication among PSI personnel, area fire chiefs, and subordinates;

Establishment of goals, objectives, and priorities for the continued operation of the Department;

Delegate authority and responsibility for the achievement of the Department's goals, objectives, and priorities to PSI for action through its employees;

Enforce rules, regulations, codes, and ordinances adopted by the City Council;

Required to attend certification classes and seminars outside of the immediate area, as well as meetings

Ability to supervise subordinates, maintain discipline, direct training, and cooperate with PSI employees;

Ability to communicate verbally and in writing to superiors and the public in the form of presentations, reports, and training;

Prepare, recommend, and administer the budget to achieve the goals and priorities of the Department;

Determine, recommend, and purchase the equipment necessary to execute the functions of the Department;

Preparation of a master plan for future Department operations;

Ability to review and evaluate written reports of fires, medical emergencies, and inspections;

Provide general administration of all Fire and EMS Operations for the City.

## **PHYSICAL DEMANDS**

Hearing, seeing, speaking;

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

**A RESOLUTION TO APPROVE AN AMENDMENT TO THE REDEVELOPMENT  
AGREEMENT FOR ROCK CUT BUSINESS PARK LOCATED AT THE NORTHWEST  
CORNER OF BELL SCHOOL ROAD AND ROCK VALLEY PARKWAY**

**WHEREAS**, the City has previously entered into that certain Redevelopment Agreement for Rock Cut Business Park dated October 2, 2018 attached as Exhibit A to the proposed Amendment which is also attached hereto; and

**WHEREAS**, the City has determined that it is reasonable and necessary to amend the Redevelopment Agreement to allow for the payment of certain TIF eligible expenses as are set forth in Exhibit B to the Amendment; and

**WHEREAS**, the payment of these additional expenses is in keeping with the obligations undertaken by the City in the Redevelopment Agreement.

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

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The attached Amendment to the Redevelopment Agreement for the Rock Cut Business Park located at the northwest corner of Bell School Road and Rock Valley Parkway is approved and the Mayor is authorized to execute the document on behalf of the City.
3. This Resolution shall be in full force and effect from and after its passage and approval.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

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Mayor Gregory Jury

ATTEST:

---

City Clerk Robert Burden

PUBLISHED:

**AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR ROCK CUT  
BUSINESS PARK LOCATED AT THE NORTHWEST CORNER OF BELL SCHOOL  
ROAD AND ROCK VALLEY PARKWAY**

This amendment (“Amendment”) as of August 17, 2020 hereby amends the Redevelopment Agreement for Rock Cut Business Park dated October 2, 2018 between the City of Loves Park, an Illinois municipal corporation, having its offices at 100 Heart Blvd, Loves Park, Illinois (“City”) and the Jay R. Garnhart Living Trust Dated 5/7/2002 and the Lorri Garnhart Living Trust Dated 5/7/2002, or their assigns, having a business address at 4096 Interstate Boulevard, Loves park, IL 61111 (“Developer”). All capitalized terms are defined herein or otherwise have such definitions as are set forth in the Industrial Job Recovery Law, 65 ILCS 5/11-76.4-1 et seq. as amended, (the “Act”)

**RECITALS**

**WHEREAS**, The City of Loves Park and the Developer previously entered into the Redevelopment Agreement for Rock Cut Business Park dated October 2, 2018 (the “Agreement”); and

**WHEREAS**, the Agreement is attached and incorporated into this Amendment as Exhibit “A”; and

**WHEREAS**, as part of the Agreement, and in consideration for the Developer completing certain improvements, the City agreed to reimburse the Developer for some of those improvement costs by using tax increment allocation financing (“TIF”); and

**WHEREAS**, upon mistake of both parties, the TIF amount listed in the Agreement of \$104,820.00 did not include certain TIF eligible improvement costs as provided for in the Act; and

**WHEREAS**, the Developer incurred costs for tree removal as a part of the improvements under the Agreement as well as water, sewer service and electrical service infrastructure costs and planning expenses and those costs were eligible for TIF; and

**WHEREAS**, the City, as a portion of the Agreement had agreed to provide water, sewer and electrical service to the right-of-way bordering the Property and as such, the additional costs incurred by the Developer were necessary to bring those utilities to the Property; and

**WHEREAS**, the City and Developer both agree that the total TIF amount should have included the foregoing additional costs and the City and Developer desire to amend the Agreement to provide for the payment of those additional costs; and

**WHEREAS**, the Developer incurred costs of \$37,230 for said TIF eligible expenses, a description of the work and costs are included in a Certification of Amounts Submitted, which is attached hereto as the Exhibit “B”; and

**WHEREAS**, the City and Developer agree to amend the Agreement to include the \$37,230.00 in the total TIF amount, which amends the total TIF amount to \$142,050.00.



**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

## **SECTION I**

### **INCORPORATION OF RECITALS**

The recitals set forth above and in the Agreement are an integral part of this Amendment and by this reference are incorporated in this Section 1.

## **SECTION II**

- 1.) **Available Tax Increment.** Section 4.2 “Available Tax Increment” of the Agreement is hereby amended as follows:

Upon Completion of the Developer Project and Developer providing City with evidence of having incurred the Eligible Project Costs, as defined by the Act, the City shall pay to Developer the cost of the Project **which shall not exceed One Hundred Forty Two Thousand and Fifty and 00/100 Dollars (142,050.00)** plus up to an additional Three Thousand Dollars (\$3,000) to reimburse Developer for the title insurance costs, title insurance closing costs or other tax deferred exchange fees incurred by Developer in accordance with a contract with North Riverside Partners, L.L.C., an Illinois Limited Liability Company with regard to acquiring approximately 2 acres of real estate at the north-west corner of Rock Valley Parkway and Bell School Road. Such amounts shall be provided to Developer within 30 days of Developer providing City with copies of all appropriate waivers of lien for the work performed and cost incurred.

- 2.) **Ratification of Agreement** Except as supplemented, amended or modified herein by this Amendment, the Agreement is hereby ratified to be in full force and effect.
- 3.) **Counterparts** This Amendment may be executed in any number of counterparts, each of them appending all necessary signatures to constitute one and the same instrument.

**IN WITNESS WHEREOF**, this Amendment has been duly executed by the City and the Developer as of the date first written above.

CITY OF LOVES PARK,  
an Illinois municipal corporation

THE JAY R. GARNHART LIVING  
TRUST DATED 5/7/2002

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Jay R. Garnhart, Trustee

Attest: \_\_\_\_\_  
Its Clerk

THE LORRI GARNHART LIVING  
TRUST DATED 5/7/2002

By: \_\_\_\_\_  
Lorri Garnhart, Trustee

**EXHIBIT A**

**REDEVELOPMENT AGREEMENT**

**REDEVELOPMENT AGREEMENT FOR ROCK CUT BUSINESS PARK LOCATED AT THE  
NORTHWEST CORNER OF BELL SCHOOL ROAD AND ROCK VALLEY PARKWAY**

This Redevelopment Agreement ("Agreement") dated as of this 2nd day of October, 2018 is made by and between the City of Loves Park, an Illinois municipal corporation, having its offices at 100 Heart Blvd, Loves Park, Illinois ("City") and the Jay R. Garnhart Living Trust Dated 5/7/2002 and the ~~Lori~~ <sup>Lori</sup> Garnhart Living Trust Dated 5/7/2002, or their assigns, having a business address at 4096 Interstate Boulevard, Loves Park, IL 61111 ("Developer"). All capitalized terms are defined herein or otherwise have such definitions as are set forth in the Industrial Job Recovery Law, 65 ILCS 5/11-76.4-1 et seq., as amended, (the "Act").

**RECITALS**

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

**WHEREAS**, the City is authorized under the Act to undertake the redevelopment, including but not limited to, the approval of redevelopment plans and projects, of "industrial park conservation areas" within the City if the conditions specified in the Act are met, and is further authorized to implement tax increment allocation financing ("TIF") pursuant to the Act, and to pay the costs of such redevelopment permitted under the Act; and

**WHEREAS**, pursuant to the Act, the City, by Ordinance No.'s 3680-11, 3681-11, and 3682-11, adopted by the City Council on January 10, 2011, approved the Redevelopment Plan and Project, designated the Redevelopment Project Area specifically designated as the Loves Park Corporate Center Redevelopment Project Area, and adopted tax increment allocation financing for the Redevelopment Project, as amended; and

**WHEREAS**, the City has determined that it is in the best interests of the City if those improvements identified in Exhibit "A" ("Developer Project") are implemented to the property identified in Exhibit "B" ("Property"); and

**WHEREAS**, the City, after due and careful consideration, has concluded that the improvement of the Property, as provided in this Agreement, will further the growth of the City, facilitate the redevelopment of the Loves Park Corporate Center Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City, provide a substantial number of jobs to residents of the City, and otherwise be in the best interests of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

**WHEREAS**, the City desires to enter into this Redevelopment Agreement with the Developer and agrees to use TIF to defray certain costs of the Developer Project to the extent such costs qualify as Redevelopment Project Costs, as such term is defined in the 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 Developer agree as follows:



## **SECTION I**

### **INCORPORATION OF RECITALS**

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

## **SECTION II**

### **REPRESENTATIONS AND WARRANTIES**

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

- (a) Developer is a citizen and resident in good standing under the laws of the State of Illinois;
- (b) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.

2.2 **Survival of Representations and Warranties.** Developer agrees that all of their representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive for the term of this Agreement.

## **SECTION III**

### **DEVELOPER'S OBLIGATIONS**

3.1 **Development in General.** Developer, as a condition precedent to the receipt of any reimbursement pursuant to this Agreement, shall complete the Developer Project to the reasonable satisfaction of the City. All improvements relating to the Developer Project shall comply with all federal, state and local regulations, codes, ordinances and laws of general applicability (collectively, the "Legal Requirements"). Any and all construction is subject to the City's typical review and approval process for other development and construction projects occurring throughout the City.

3.3 **Eligible Redevelopment Project Costs.** The "Developer's Eligible Redevelopment Project Costs" are those costs for which the Developer may seek reimbursement through the provision of tax increment financing from the City, as provided for herein, and are subject to the limitations of the Act which shall control the categories of reimbursable Redevelopment Project Costs herein. Developer shall have the right to reallocate costs among those line items, provided that all costs have been properly incurred and verified to the City in accordance with Section 4.3 of this Agreement prior to Developer's reallocation.

## **SECTION IV**

### **TAX INCREMENT FINANCING ("TIF")**

4.1 **Tax Increment Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for tax increment financing, the Developer Project would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act and this Agreement, will be a source of funding for the Developer Project to make the Developer Project economically viable. The Developer Project is required in order to allow the development of the property at the Northwest corner of Bell School Road and Rock Valley Parkway.



4.2 **Available Tax Increment.** Upon completion of the Developer Project and Developer providing City with evidence of having incurred the Eligible Project Costs, as defined by the Act, the City shall pay to Developer the cost of the Project which shall not exceed One Hundred Four Thousand Eight Hundred Twenty and 00/100s Dollars (\$104,820.00) plus up to an additional Three Thousand Dollars (\$3,000) to reimburse Developer for the title insurance costs, title insurance closing costs or other tax deferred exchange fees incurred by Developer in accordance with a contract with North Riverside Partners, L.L.C., an Illinois Limited Liability Copmany with regard to acquiring approximately 2 acres of real estate at the north-west corner of Rock Valley Parkway and Bell School Road. Such amounts shall be provided to Developer within thirty (30) days of Developer providing the City with copies of all appropriate waivers of lien for the work performed and costs incurred.

4.3 **Authenticating the Developer Eligible Redevelopment Project Costs.** Prior to being provided tax increment in accordance with Section 4.2, Developer shall submit to the City reasonable evidence that the Developer's Eligible Redevelopment Project Costs for which reimbursement is requested have been incurred and either due or have been paid for by the Developer. By way of example and not limitation, paid invoices, receipts, contracts and other documentation shall be evidence such costs have been incurred by Developer, and the City reserves the right to require additional reasonable documentation.

4.4 **Restrictions on Assignment:** Developer shall not assign any of their rights and obligations under this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the assignee shall also expressly adopt and confirm the Developer's representations and warranties which are contained in this Agreement.

## **SECTION V** **COMPLIANCE WITH LAW**

Neither Developer nor any of its contractors, subcontractors or material suppliers shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the construction of the Developer Project and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the construction of the Developer Project.

## **SECTION VI** **INSURANCE DURING TERM OF AGREEMENT**

Prior to commencement of a portion or all of the Developer Project, the Developer shall procure, at the Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained in this Agreement has been fully paid or performed, a policy or policies of general commercial comprehensive liability insurance with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under each such policy to be not less than



\$1,000,000 for each occurrence and including automobile insurance coverage. All such policies shall protect the Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Developer Project or the improvements or the construction and improvement thereof. Developer agrees to defend, indemnify and hold harmless City for any liability other than that resulting solely from a negligent act of the City.

## **SECTION VII** **DEFAULT REMEDIES**

7.1 **Defaults/Remedies:** If, subject to paragraph 7.2, 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 thirty (30) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said thirty (30) day period and the defaulting party commences to cure the default within said thirty (30) 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, the Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the City will be under no obligation to make the payments to the Developer identified in paragraph 4.2 during the default period.

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":

- (a) If, at any time, any material term, warranty, representation or statement made or furnished by City or Developer (including the representations and warranties of Developer described in subsection 2.1 hereof) is not true and correct in any material respect because of which either Party is unable to fulfill its obligations hereunder; or
- (b) Failure by Developer to meet any of the conditions or covenants contained in this Agreement, including but not limited to those in Section III; or
- (c) If any petition is filed by or against City or Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or
- (d) Any assignment, pledge, encumbrance, transfer or other disposition which is prohibited under this Agreement

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

## **SECTION VIII** **PERFORMANCE**

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



## **SECTION 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 independent counsel, and that this Agreement is a result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

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

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 found to be invalid pursuant to 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 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, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

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

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

If to Garnhart:                    Jay R Garnhart & Lorri Garnhart  
   4096 Interstate Boulevard  
   Loves Park, IL 61111

With Garnhart's copy to:        Schlueter, Ecklund & Davitt  
   Attn: Attorney David Mayfield



4023 Charles St.  
Rockford, IL 61108

If to City: City of Loves Park  
Attn: Mayor Gregory Jury  
100 Heart Boulevard  
Loves Park, IL 61111

With City's copy to: Nicolosi Galluzzo, LLP  
Attn: Attorney Gino Galluzzo  
6735 Vistagreen Way, Suite 210  
Rockford, IL 61107

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier 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.

**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.**

**JAY R. GARNHART LIVING TRUST**  
Dated 5/7/02

By: Jay R. Garnhart  
Jay R. Garnhart as Trustee

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

By: Gregory R. Jury  
Gregory Jury  
Its: Mayor

**LORI GARNHART LIVING TRUST**  
Dated 5/7/02

By: Lori Garnhart, Jay Garnhart, Trustee  
Lori Garnhart as Trustee  
Lorri

ATTEST:

Randy Bunker  
City Clerk

**EXHIBIT A  
DESCRIPTION OF DEVELOPER PROJECT**

**ROCK CUT BUSINESS PARK #7 (OFFSITE STORM & POND ONLY)**

ITEM	QUANTITY	
4'X4' INLET SPECIAL	2	EACH
15" END SECTION, RCP	1	EACH
30" END SECTION, RCP	1	EACH
15" RCP CLASS IV STORM SEWER	54	L.F.
24" RCP CLASS IV STORM SEWER	168	L.F.
30" RCP CLASS IV STORM SEWER	227	L.F.
CONNECT TO EX. STORM SEWER.	1	EACH
TRENCH BACKFILL	135	C.Y.
 EARTH EXCAVATION - CUT (POND)	 7880	 C.Y.
EARTH EXCAVATION - FILL (LEVEL PROPERTY)	7880	C.Y.
TOPSOIL AND CLASS 1A SEEDING AND MULCH	3800	S.Y.
TOPSOIL AND CLASS 1A SEEDING AND EROSION BLANKET	3000	S.Y.
SILT FENCE	520	L.F.
INLET PROTECTION	3	EACH
IDOT RR-3 STONE RIPRAP	10	S.Y.
STABILIZED CONSTRUCTION ENTRANCE	1	EACH
EROSION AND SEDIMENT CONTROL MAINTENANCE	1	L.S.





**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROPERTY**

Those improvements identified in Exhibit A to the extent located on the property identified as PIN 12-02-127-010 and on a portion of PIN 12-02-126-011.

**EXHIBIT B**

**CERTIFICATION OF AMOUNTS SUBMITTED FOR TIF REIMBURSEMENT**

The undersigned Trustees of the Jay R. Garnhart Living Trust Dated 5/7/2002 and the Lorri Garnhart Trust Dated 5/7/2002 (“Developers”) represent and warrant to the City of Loves Park, Illinois (“City”) the following:

- 1) Redevelopment project costs of \$37,230.00, as itemized in Exhibit “A” (“Project Costs”) attached hereto and made a part hereof, have been submitted to the City and/or the City attorneys seeking certification and reimbursement of the same pursuant to that Redevelopment Agreement (“RDA”) between the Developers and the City dated October 1, 2018.
- 2) The Project Costs submitted for reimbursement were incurred and paid by Developers (or its affiliates, as may be permitted by the City).
- 3) The information submitted is true and accurate.

Developers acknowledge that the City will accept and rely upon the documentation and information provided by Developers, as well as the representations and warranties made in this instrument, in issuing TIF increment to Developers pursuant to the terms of the RDA.

Further, Developers represent and warrant that they are duly authorized to execute this certification.

**Jay R. Garnhart**, as Trustee of Jay R. Garnhart Living Trust Dated 5/7/2002

\_\_\_\_\_  
Jay Garnhart, Trustee

and

**Lorri Garnhart**, as Trustee of the Lorri Garnhart Living Trust Dated 5/7/2002

\_\_\_\_\_  
Lorri Garnhart, Trustee

I, Gary Oehlberg of Oehlberg Construction Co. Inc., certify the information above and presented in Exhibit “A” is true and correct as to costs incurred and paid by Developers.

\_\_\_\_\_  
Gary Oehlberg, President

## **EXHIBIT A**

### **PROJECT COSTS SUBMITTED FOR REIMBURSEMENT**

1.	\$10,195.00	Tree and stump removal. (Site preparation).
2.	\$2,150.00	Rock River Water Reclamation District fee. (Infrastructure).
3.	\$150.00	Copies of blueprints of building and site plan. (Professional fees).
4.	\$9,517.00	Electric service; bore under road & transformer. (Infrastructure).
5.	\$9,500.00	Sanitary sewer; manhole, tap main & connections. (Infrastructure).
6.	\$5,718.00	Water service; bore under road & connections. (Infrastructure).
	\$37,230.00	Total submitted eligible costs.

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

**ORDINANCE PROVIDING FOR THE PLACING OF A STOP SIGN TO  
REGULATE TRAFFIC IN THE CITY OF LOVES PARK**

**WHEREAS**, the installation of stop sign(s) to effect traffic stops and regulate the traffic flow would increase the safety of the people of the City of Loves Park, Illinois;

**WHEREAS**, the City of Loves Park desires to install traffic stop sign(s) at the locations described herein below:

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

1. The City of Loves Park does hereby establish a traffic stop sign(s) at the following locations:
  - a. Northbound lane of Betula Drive at Nimtz Road.
  - b. Southbound lane of Betula Drive at Nimtz Road
  - c. Northbound lane of Betula Drive at Audree Lane
  - d. Eastbound lane of Audree Lane at Park Valley Drive
  - e. Southbound lane of Park Valley Drive at Nimtz Road
2. All Ordinances or parts of Ordinances in conflict area hereby repealed.
3. This Ordinance shall be effective upon its passage, approval and publication in pamphlet form as provided by law.

Dated: \_\_\_\_\_, 2020

APPROVED:

\_\_\_\_\_  
MAYOR

ATTESTED:

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**