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LOVES PARK CITY COUNCIL AGENDA
TUESDAY, SEPTEMBER 8, 2020- 6 P.M.
COUNCIL CHAMBERS

- I. CALL TO ORDER**
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Alderman Clint Little, 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

XII. ORDINANCES 2ND READING

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

XIII. ORDINANCES 1ST READING

XIV. PUBLIC COMMENT

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT

CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS

Journal of Proceedings

Regular Meeting, Monday, August 31, 2020

Loves Park City Hall

Mayor Gregory Jury called to order the meeting of the Loves Park City Council at 6:00 p.m.

Alderman Jim Puckett opened the meeting with an invocation followed by the pledge of allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 08/24/20 The Journal of Proceedings for the regular meeting of August 24, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
2. Comcast Update Received notices from Comcast of the addition of Marquee Sports Network for an increased fee, effective July 24, 2020, and the withdrawal of Starz programming without subscription, and Movieplex, effective October 27, 2020. Placed on file.
3. Water Department Bills Alderman Jacobson presented the Water Department bills dated August 24, 2020 in the amount of \$56,647.14, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
4. General Fund Bills Alderman Jacobson presented the General Fund bills dated August 24, 2020 in the amount of \$217,704.74, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
5. Public Safety Report Alderman Allton presented the Police Department Report dated August 31, 2020, to be placed on file.
6. Public Works Report Alderman Schlensker presented the Street Department Report dated August 31, 2020; presented the Water Department Report dated August 31, 2020, to be placed on file.
7. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated August 31, 2020 in the amount of \$178,940.55, for consideration at next week's city council meeting; presented the minutes from the committee meeting held August 24, 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 31, 2020 in the amount of \$140,291.14, for consideration at next week's city council meeting.

9. Cream City
Payment

Alderman Jacobson presented the following resolution to approve the payment of relocation costs associated with the Costco Development Project; **WHEREAS**, the City formulated a plan to attract Costco as a part of its economic development strategy for the Riverside Corridor; and **WHEREAS**, to allow for the improvement of infrastructure for the Costco project to proceed, it was necessary to request that Cream City Stateline Scale, LLC (“Cream City”), relocate its operations to a new site on Bell School Road; and **WHEREAS**, the owners of Cream City agreed to relocate to another site while remaining in the City, under the understanding that the move would be revenue neutral for them; and **WHEREAS**, the City and the Jay R. Garnhart Living Trust dated 5/7/2002 and the Lorri Garnhart Living Trust dated 5/7/2002 as owners of the Cream City property (“Owners”), entered into a Contract for Purchase and Sale (“Contract”) dated October 2, 2018, which provided, among other items, that the City was to cover the costs of relocation of Cream City; and **WHEREAS**, the relocation costs were capped in the Contract and the City has previously paid the sum called for, but the final costs exceeded the original good faith estimate by \$12,553.00 towards which the Owners are seeking an \$11,000.00 contribution from the City. **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 payment of \$11,000.00 to the Jay R. Garnhart Living Trust dated 5/7/2002 and the Lorri Garnhart Living Trust dated 5/7/2002 is hereby approved as an increase to the total amount due under the Contract by such amount, in recognition of the actual costs incurred by Cream City Stateline Scale, LLC and its Owners in accommodating the City by moving to a new location on Bell School Road.
3. This Resolution shall be in full force and effect from and after its passage and approval.

Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)

RESOLUTION NO. 20-054

10. ORD 4358-20
Text
Amendment
Connection Fees

Alderman Schlensker presented for second reading an ordinance providing for a text amendment to Section 90-117, Connection Fees, of the City of Loves Park Code of Ordinances, and moved for passage of the ordinance. Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)

ORDINANCE NO. 4358-20

11. 1st Reading
Redevelopment
Agreement With
CRV Properties
LLC

Alderman Jacobson presented for first reading an ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with CRV Properties, LLC – Forest Hills Road Series, 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 Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes) Laid over

12. Adjourn

Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Peterson. Motion carried by voice vote. The meeting was adjourned at 6:10 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

Community Development:	Following 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: 09/08/2020

Subject: Police Activity Report

Police activity report for the week of 08/23/2020 through 08/29/2020

Calls for Service 435

Total Number of Arrests 72

Accidents 7

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 31, 2020 thru September 7, 2020

Previous week's activity:

1. Finished remaining restoration work for the eastside concrete.
2. Continued mowing.
3. Finished ditch mowing.
4. Worked on equipment.
5. Cleaned up two code violation properties.

Proposed work:

1. Put up the flags along N2nd for Labor Day.
2. We will be painting traffic lines with the County Tuesday thru Thursday.
3. Mow as needed.
4. Work on equipment in the shop.
5. Start saw cutting the next concrete repairs.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **8/26/20-9/2/20**

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 flushing hydrants for ISO compliance
4. Repaired fire hydrant at 6400 Sebring Way
5. Repaired service leak at Lot 225 Lake View Dr.
6. Repaired service leak at Lot 197 Forest Garden Dr.

Work anticipated for this week:

1. Routine work
2. Continue hydrant repairs from flushing
3. Continue flushing remaining hydrants for ISO compliance
4. Monitor water main replacement on Illinois street

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
TUESDAY, SEPTEMBER 8, 2020 – 5:40 P.M.**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

4. **ITEMS FOR CONSIDERATION**

A. Discussion regarding the Appropriation Ordinance for Fiscal Year 2020-2021.

5. **LIST OF BILLS**

6. **GENERAL DISCUSSION/PUBLIC COMMENT**

7. **ADJOURN**

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES

DATE OF MEETING: August 31, 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, Doug Allton, (electronically), Jim Puckett, Clint Little, Treasurer John Danielson, Clerk Bob Burden, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: August 24, 2020

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

ITEMS FOR CONSIDERATION

1. Resolution to approve the payment to Cream City Scale for the relocation costs associated with the Costco Development Project.

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

2. Ordinance authorizing the City of Loves Park to enter into a Redevelopment Agreement with CRV Properties, LLC – Forest Hills Road Series.

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

3. List of Bills: No questions or concerns.

4. General Discussion

5. Adjournment.

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

Adjournment: 5:45 P.M.

RESPECTFULLY SUBMITTED: CHAIRMAN JACOBSON OF THE FINANCE COMMITTEE

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 apart 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 _____, 2020.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert J. Burden

PUBLISHED:

PASSED:

APPROVED:

Ordinance
EXHIBIT "A"
Redevelopment Agreement

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (“Agreement”) dated as of this ____ day of _____, 2020 (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 November 30, 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, not to exceed, **Eight Thousand Five Hundred and no/100ths Dollars** (\$8,500.00) 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 **Eight Thousand Five Hundred and no/100ths Dollars** (\$8,500.00).

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 Eight Thousand Five Hundred Dollars (\$8,500.00).

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



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.

Temporary Easement Agreement

Collier's Property

Improvement Area

LOT ONE
17,401 SQ. FT.
12-05-176-020

LOT TWO
15,851 SQ. FT.
12-05-176-021

BATTERIES PLUS

HARDEE'S

OIL X-CHANGE

LOT ONE

LOT TWO

10' UTILITY EASEMENT

10' BROAD-OPEN EASEMENT

10' HORSE AND COWS EASEMENT

20' SANITARY SEWER EASEMENT

24' EASEMENT FOR HORSES AND COWS

30' UTILITY EASEMENT

STORY RUNOFF

DRY WELL

LOCATION MAP
R/W 1/4 OF SECTION 8, T4N, 102E
OF THE 36th AND 37th RANGES

FOREST HILLS

LEGEND
UE UTILITY EASEMENT

Aerial Overview



EXHIBIT “C”

Owner Project

Construction of a dry-well within the Improvement Area as identified in the depictions in Exhibit B located on parcel 12-05-176-020.