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St. _____ 39

LOVES PARK CITY COUNCIL AGENDA
MONDAY, NOVEMBER 23, 2020- 6 P.M.
VIRTUAL MEETING HELD AT WWW.CITYOFLOVESPARK.COM AND THE
CITY OF LOVES PARK'S FACEBOOK PAGE

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by Mayor Greg Jury, 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 the Loves Park Fire Department to purchase a Stryker Monitor/Defib System, a Stryker ambulance cot and fastener system and a Stryker stair chair.**
- 2. Resolution authorizing the Loves Park Fire Department to purchase a 2021 Ford E450 Medix 170" ambulance and lettering for \$153,143.00.**
- 3. Resolution authorizing the execution of a Redevelopment Incentive Agreement Sharing Sales Tax Revenue and/or TIF Increment between the City of Loves Park, Illinois and SMG Investments, LLC.**

XII. ORDINANCES 2ND READING

XIII. ORDINANCES 1ST READING

- 1. Ordinance granting a waiver of the required use of the single family refuse collection service contracted by the City on a residential property located at 6306 North Second Street.**

XIV. PUBLIC COMMENT

Anyone wishing to speak at the city council meeting shall contact the Mayor's office by 4:00 p.m. the day of the council meeting at 815-654-5030.

XV. EXECUTIVE SESSION

XVI. GOOD OF THE ORDER

XVII. ADJOURNMENT

CITY COUNCIL, CITY OF LOVES PARK, ILLINOIS
Journal of Proceedings
Regular Meeting, Monday, November 16, 2020
Virtual Meeting held at www.cityoflovespark.com

Mayor Gregory Jury called to order the online live-streamed meeting of the Loves Park City Council, as necessitated by the COVID-19 Virus Pandemic, at 6:00 p.m.

Alderman Doug Allton opened the meeting with an invocation followed by the pledge of allegiance.

Present: Mayor Gregory Jury

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 11/9/20 The Journal of Proceedings for the regular meeting of November 9, 2020 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
2. Leaf Vacuuming Mayor Jury announced that leaf vacuuming will continue until December 4, 2020. He added that crews will work throughout the whole city one or two more times before completion.
3. Water Department Bills Alderman Jacobson presented the Water Department bills dated November 9, 2020 in the amount of \$29,106.29, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
4. General Fund Bills Alderman Jacobson presented the General Fund bills dated November 9, 2020 in the amount of \$333,967.68, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
5. Public Safety Report Alderman Allton presented the Police Department Report dated November 16, 2020, to be placed on file.
6. Public Works Report Alderman Schlensker presented the Street Department Report dated November 16, 2020; presented the Water Department Report dated November 16, 2020, to be placed on file.
7. Building Department Report Alderman Frykman presented the Building Department Report for October 2020; New Commercial - \$0.00; New Residential - \$577,392.00; Others - \$1,309,887.00; Total Permits – 182; Permit Fees - \$20,062.00; Machesney Park Fees - \$4,061.60.
8. Finance & Administration Committee Alderman Jacobson of the Finance and Administration Committee presented General Fund and all other bills dated November 16, 2020 in the amount of \$75,860.34, for consideration at next week's city council meeting; presented the minutes from the committee meeting held November 9, 2020, to be placed on file.

- 9. Public Works Committee
Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated November 16, 2020 in the amount of \$184,528.66; for consideration at next week’s city council meeting; presented the minutes from the committee meeting held November 2, 2020, to be placed on file.

- 10. Community Development
Alderman Frykman of the Community Development Committee presented the minutes from the committee held October 26, 2020, to be placed on file.

- 11. Final Plat of Rock Cut Business Park Plat No. 8
Alderman Frykman presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that Final Plat of Rock Cut Business Park Plat No. 8, being a subdivision of part of the Northwest quarter of section 2, township 44 North, Range 2 East of the Third Principal Meridian and being a Resubdivision of Lot 22 of Plat No. 6 of Rock Cut Business Park Subdivision, City of Loves Park, Winnebago County, Illinois, be approved as recommended by the City of Loves Park Community Development Committee. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
RESOLUTION NO. 20-069

- 12. Fehr Graham & Associates to Develop Loves Park Creek Watershed
Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Street Department Manager is authorized to hire Fehr Graham & Associates, 200 Prairie Street, Suite 208, Rockford, IL 61107 for professional civil engineering services to develop a Loves Park Creek Watershed based plan at a cost not to exceed thirty-nine thousand, seven hundred dollars (\$39,700.00). The scope of work is defined on the attached “Proposal for Services”. Funds shall be taken from Account No. 01-11-8047 (Engineering miscellaneous). Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes, Schlensker)
RESOLUTION NO. 20-070

- 13. Adjourn
Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:11 p.m.

APPROVED:

Robert J. Burden, City Clerk

STANDING COMMITTEE MEETINGS:

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



LOVES PARK **POLICE**

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

To: Alderman Doug Allton
From: Chief Charles Lynde
Date: 11/23/2020
Subject: Police Activity Report

Police activity report for the week of 11/08/2020 through 11/14/2020

Calls for Service	370
Total Number of Arrests	85
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 Dept. Manager

Week of November 16, 2020 thru November 23, 2020

Previous week's activity:

1. Started street sweeping with two street sweepers.
2. Continued vacuuming leaves with RRD.
3. Worked on equipment in the shop.
4. Continued installing plow equipment.
5. Helped the Water Dept. with multiple digs.
6. Put up the flags along N2nd for Veterans Day.
7. Started putting up Christmas decorations.

Proposed work:

1. Continue servicing and repairing trucks.
2. Continue vacuuming leaves with RRD.
3. Pick up the flags along N2nd for Veterans Day.
4. Continue installing plow equipment on trucks.
5. Continue sweeping with two street sweepers
6. Continue putting up Christmas decorations.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: 11/11/20-11/18/20

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. Monitor water main project on Mulford Rd and Broadcast Pkwy
3. Repaired service leak at 5017 Illinois St.
4. Replaced fire hydrant at the end of Bunker Hill Ct.
5. Repaired service leak at 5356 Pebble Creek Trail

Work anticipated for this week:

1. Routine work
2. Monitor water main project on Mulford Rd and Broadcast Pkwy
3. Replace main valve at the intersection of Maple Ave and Alpine Rd.
4. Start S.C.A.D.A. radio upgrades at all facilities

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, NOVEMBER 23, 2020 – 5:40 P.M.
VIRTUAL MEETING HELD AT WWW.CITYOFLOVESPARK.COM AND
THE CITY OF LOVES PARK'S FACEBOOK PAGE**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4. ITEMS FOR CONSIDERATION

- A. Resolution authorizing the Loves Park Fire Department to purchase a Stryker Monitor/Defib System, a Stryker ambulance cot and fastener system and a Stryker stair chair.**
- B. Resolution authorizing the Loves Park Fire Department to purchase a 2021 Ford E450 Medix 170" ambulance and lettering for \$153,143.00.**
- C. Resolution authorizing the Execution of a Redevelopment Incentive Agreement Sharing Sales Tax Revenue and/or TIF Increment between the City of Loves Park, Illinois and SMG Investments, LLC.**

5. LIST OF BILLS

6. GENERAL DISCUSSION/PUBLIC COMMENT

Anyone wishing to speak at the Finance Committee meeting shall contact the Mayor's office by 4:00 p.m. the day of the scheduled meeting at 815-654-5030.

7. ADJOURN

FINANCE AND ADMINISTRATION COMMITTEE
MEETING MINUTES
VIRTUAL MEETING HELD AT WWW.CITYOFLOVESPARK.COM

DATE OF MEETING: November 16, 2020

CALLED TO ORDER: 5:40 P.M.

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

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

MINUTES APPROVAL: November 9, 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 Frykman.
Motion carried. 4 Ayes – 0 Nays

Adjournment: 5:41 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO.

DATE: November 23, 2020

DEPARTMENT: Finance & Administration
Committee

RESOLVED, that by the adoption of this resolution, The Loves Park Fire Department is authorized to purchase the following equipment for expanding their ability to respond to the COVID-19 pandemic currently affecting our region and our community:

1 - Stryker LIFEPAK 15V4 Monitor/Defib system at a cost of \$41,688.84 to be installed in a Loves Park Fire Department Advanced Life Support (ALS) Unit.

See the attached Stryker Quote

1 – Stryker Power-PRO XT ambulance cot at a cost of \$18,563.00 and 1-Stryker Power-LOAD cot fastener system at a cost of \$26,340.00 to be purchased from Foster Coach and installed in a City of Loves Park ambulance to facilitate safer patient handling and to reduce the number of trained medical staff needed to handle each patient.

1 – Stryker Stair-PRO stair chair at a cost of \$3,329.00 to facilitate patient transport down stairways without lifting. This also reduces the number of trained medical staff needed to handle each patient.

Funds for this equipment can be reimbursed to the City from the Loves Park CURES Act allotment and will be expended from account 01-01-6650 Grants.

Ald. John Jacobson, Chairman

Ald. Chuck Frykman

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

Monitor / Defib



LIFEPAK 15V4 w SpCO

Quote Number: 10121909

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: LOVES PARK FIRE DEPT STATION 1

Rep: John Fischer

Attn:

Email: john.fischer@stryker.com

Phone Number:

Mobile: (847) 989-4536

Quote Date: 10/23/2020

Expiration Date: 01/21/2021

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: LOVES PARK FIRE DEPT STATION 1

Name: LOVES PARK FIRE DEPT STATION 1

Name: LOVES PARK FIRE DEPT STATION 1

Account #: 1500814

Account #: 1500814

Account #: 1500814

Address: 400 GRAND AVE

Address: 400 GRAND AVE

Address: 400 GRAND AVE

LOVES PARK

LOVES PARK

LOVES PARK

Illinois 61111-4513

Illinois 61111-4513

Illinois 61111-4513

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	1	\$30,118.60	\$30,118.60
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	\$0.00	\$0.00
3.0	11140-000098	LP15 AC Power Adapter (power cord not included)	1	\$1,410.40	\$1,410.40
4.0	11140-000015	AC power cord	1	\$68.06	\$68.06
5.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	2	\$405.08	\$810.16
6.0	11140-000080	Extension Cable (5ft 3 in)	1	\$262.40	\$262.40
7.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$524.80	\$524.80
8.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	\$578.10	\$578.10
9.0	11160-000011	NIBP Cuff-Reusable, Infant	1	\$18.86	\$18.86
10.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$21.32	\$21.32
11.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	\$29.52	\$29.52
12.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	\$41.82	\$41.82
13.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$276.34	\$276.34
14.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$50.02	\$50.02



LIFEPAK 15V4 w SpCO

Quote Number: 10121909

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: LOVES PARK FIRE DEPT STATION 1

Rep: John Fischer

Attn:

Email: john.fischer@stryker.com

Phone Number:

Mobile: (847) 989-4536

Quote Date: 10/23/2020

Expiration Date: 01/21/2021

#	Product	Description	Qty	Sell Price	Total
15.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$71.34	\$71.34
16.0	11996-000471	4G Modem: Verizon Cellular (for use on Stryker data plan; purchased separately)	1	\$988.10	\$988.10
Equipment Total:					\$35,269.84

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
17.0	78000168	KORE - Stryker data plan for modem (Verizon)	1	1	\$299.00	\$299.00
18.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	4	1	\$6,120.00	\$6,120.00
ProCare Total:					\$6,419.00	

Price Totals:

Grand Total: **\$41,688.84**

Comments:

SHIPPING IS NO CHARGE.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



June 8, 2020

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding Stryker's Power-PRO™ XT ambulance cot and Power-LOAD® cot fastener system.

These advanced products provide a powered system approach to raising/lowering and loading/unloading a patient in the back of an ambulance.

Some key features of the Power-PRO XT and Power-LOAD that help with caregiver safety include:

- Only two operators needed for an occupied cot
- Raise/lower and load/unload with the touch of a button
- Caregiver injury reduction
- SAE J3027 crash-rated system*
- Power-LOAD safe working load of 870 lbs

Only two operators needed for an occupied cot: In the pre-hospital space, adequate staffing is a common problem experienced by a service. The COVID-19 pandemic could have further impacted those staffing shortages. With the Power-PRO XT, only two caregivers are required in order to operate.

Raise/lower and load/unload with the touch of a button: By simply pressing a button, the Power-PRO XT will raise or lower a patient. A patient up to 700 lbs on a Power-PRO XT cot can also be loaded or unloaded from an ambulance with the touch of a button on Power-LOAD.

Caregiver back injury reduction: Case studies showcase reduction in caregiver back-related injuries.

- 100% reduction in cot-related injuries saved one service \$545,000 in 4.5 years¹
- 96% reduction in adverse cot events after implementation of Power-PRO XT and Power-LOAD by one service²

SAE J3027 crash-rated system: Dynamically crash tested to pass SAE J3027 standards, which tests ambulance litter integrity, retention and patient restraint.*

Safe working load of 870 lbs: The Power-LOAD system can support 870 lbs of working load (the total weight of the cot and patient). This lets ambulance services potentially require less rescuers on scene to help load and unload patients in the back of the ambulance.

Please visit stryker.com for more information on the Power-PRO XT or Power-LOAD.

Sincerely,

Chris Walsh
Director of Marketing

1. Stryker (2018). EMSStat – Norman Regional Health System Case Study (Case Study on Power-PRO XT cots and Power-LOAD cot fastening systems).

2. Emergency Medical Services Authority. (2015). Risk Reduction Success Story: Utilization of the Stryker Power-LOAD Cot Fastener System in the EMSA System. Tulsa, Oklahoma and Oklahoma City, Oklahoma: Emergency Medical Services Authority.

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Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: Power-PRO, Power-LOAD, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

*When used with Stryker's X-Restraints and Universal Floorplate. Data provided by EMSA.

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com



Power Load Cot

1 POWER-PRO - CARES FUNDING

Quote Number: 10285413

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: LOVES PARK FIRE DEPT STATION 1

Rep: John Fischer

Attn: JAMES HART

Email: john.fischer@stryker.com

303-547-8958

Phone Number:

Mobile: (847) 989-4536

Quote Date: 11/16/2020

Expiration Date: 02/14/2021

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: LOVES PARK FIRE DEPT STATION 1

Name: LOVES PARK FIRE DEPT STATION 1

Name: LOVES PARK FIRE DEPT STATION 1

Account #: 1500814

Account #: 1500814

Account #: 1500814

Address: 400 GRAND AVE

Address: 400 GRAND AVE

Address: 400 GRAND AVE

LOVES PARK

LOVES PARK

LOVES PARK

Illinois 61111-4513

Illinois 61111-4513

Illinois 61111-4513

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	1	\$14,059.00	\$14,059.00
1.1	6085033000	PR Cot Retaining Post		\$0.00	\$0.00
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty		\$0.00	\$0.00
1.3	7777881670	2 Yr Bumper to Bumper Warranty		\$0.00	\$0.00
1.4	6506026000	Power Pro Standard Components		\$0.00	\$0.00
1.5	6500001430	X-RESTRAINT PACKAGE		\$0.00	\$0.00
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)		\$0.00	\$0.00
1.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT		\$0.00	\$0.00
1.8	6085031000	Trendelenburg		\$0.00	\$0.00
1.9	6506037000	No Steer Lock Option		\$0.00	\$0.00
1.10	6060036017	Short Hook		\$0.00	\$0.00
1.11	6506127000	Power-LOAD Compatible Option		\$1,489.00	\$1,489.00
1.12	6500038000	SMRT KIT-120V AC,12V DC, Brckt		\$67.00	\$67.00
1.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS		\$0.00	\$0.00
1.14	6506040000	XPS Option		\$1,758.00	\$1,758.00
1.15	6085046000	Retractable Head Section O2		\$162.00	\$162.00
1.16	0054200994	No Runner/HE O2		\$0.00	\$0.00
1.17	6500318000	NO IV POLE		\$0.00	\$0.00
1.18	6506012003	STANDARD FOWLER		\$0.00	\$0.00
1.19	639000010902	LABEL, WIRELESS		\$0.00	\$0.00



1 POWER-PRO - CARES FUNDING

Quote Number: 10285413

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Version: 1

Prepared For: LOVES PARK FIRE DEPT STATION 1
Attn: JAMES HART

Rep: John Fischer
Email: john.fischer@stryker.com

303-547-8958

Phone Number:
Mobile: (847) 989-4536

Quote Date: 11/16/2020

Expiration Date: 02/14/2021

#	Product	Description	Qty	Sell Price	Total
1.20	6500130000	Pocketed Back Rest Pouch		\$228.00	\$228.00
1.21	6500128000	Head End Storage Flat		\$123.00	\$123.00
1.22	6500147000	Equipment Hook		\$47.00	\$47.00
2.0	TR-SPCOT-PPXT	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERPRO XT	1	-\$2,500.00	-\$2,500.00
Equipment Total:					\$15,433.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
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ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
3.1	71011PT	ProCare Power-PRO Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel for Power-PRO XT	5	1	\$3,130.00	\$3,130.00
ProCare Total:						\$3,130.00

Price Totals:

Grand Total: **\$18,563.00**

Comments:

TRADE-IN CREDIT FOR OLDER POWER-PRO COT. 7YR PM/5YR EXTENDED WARRANTY COVERAGE INCLUDED. SHIPPING IS NO CHARGE.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Power Load System

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

AF01120

QUOTATION

TO: LOVES PARK FIRE PROTECTION DISTRICT
1535 WINDSOR ROAD
LOVES PARK, IL 61111

DATE: 11/19/20


ATTN: CHIEF WILTFANG

REFERENCE: STRYKER POWE LOAI

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	PURCHASE & INSTALL STRYKER POWER LOAD SYSTEM	\$ 26,340.00	\$ 26,340.00
		\$ Total	\$ 26,340.00
	ACCEPTED BY: _____		
	TITLE: _____ Date: _____		

ESTIMATED DELIVERY:
UPON COMPLETION

PROPOSED BY: 
ANDREW FOSTER, VICE PRESIDENT



June 8, 2020

Dear valued customer,

Based on the required regulatory applicability of certain products during the COVID-19 pandemic, please review the following information regarding Stryker's Stair-PRO® stair chair.

The stair chair operator position, adjustability of handles, angle of the track and built-in descent control makes it the standard of care across the industry in its category.

Some key features of the Stair-PRO stair chair that help with caregiver safety during the COVID-19 pandemic include:

- Stair-TREAD system enables caregivers to transport a patient downstairs without lifting
- Extendable head and foot end lift handles support proper ergonomic lifting technique
- Good line of vision and personal space between operators and patient
- Optional extended frame, increasing distance from the patient
- Only requires two caregivers to provide safe transport downstairs

Please visit [stryker.com](https://www.stryker.com) for more information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Walsh".

Chris Walsh
Director of Marketing

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Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)



Stair Chair

1 STAIR-PRO CHAIR

Quote Number: 10017979

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Version: 1
Prepared For: **LOVES PARK FIRE DEPT STATION 1**
Attn:

Rep: John Fischer
Email: john.fischer@stryker.com
Phone Number:
Mobile: (847) 989-4536

Quote Date: 11/16/2020
Expiration Date: 02/14/2021

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	LOVES PARK FIRE DEPT STATION 1	Name:	LOVES PARK FIRE DEPT STATION 1	Name:	LOVES PARK FIRE DEPT STATION 1
Account #:	1500814	Account #:	1500814	Account #:	1500814
Address:	400 GRAND AVE LOVES PARK Illinois 61111-4513	Address:	400 GRAND AVE LOVES PARK Illinois 61111-4513	Address:	400 GRAND AVE LOVES PARK Illinois 61111-4513

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6252000000	Stair-PRO Model 6252	1	\$3,019.00	\$3,019.00
1.1	7777881660	1 year parts, labor & travel		\$0.00	\$0.00
1.2	6252009001	Stair-Pro Operations Manual		\$0.00	\$0.00
1.3	6250001162	In-Service Video (DVD)		\$0.00	\$0.00
1.4	6252026000	Common Components		\$0.00	\$0.00
1.5	6250021000	2 Piece ABS Panel Seat		\$0.00	\$0.00
1.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)		\$0.00	\$0.00
1.7	6252022000	Main Frame Assy Option		\$0.00	\$0.00
1.8	6250024000	Standard Length Lower LiftHandles		\$0.00	\$0.00
1.9	6252027000	Footrest Option		\$244.00	\$244.00
1.10	6252040000	Removable Head Support		\$66.00	\$66.00
1.11	6252024000	No IV Clip Option		\$0.00	\$0.00
Equipment Total:					\$3,329.00

Price Totals:

Grand Total: **\$3,329.00**

Comments:

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO.

DATE: November 23, 2020

DEPARTMENT: Finance & Administration
Committee

RESOLVED, that by the adoption of this resolution, the Loves Park Fire Department is authorized to purchase a 2021 Ford E450 Medix 170" ambulance from Foster Coach Sales at a cost of \$153,143.00. Be it further resolved that lettering for this new ambulance will be completed by Strypes Plus More, Inc. for a cost of \$3,750.00.

Funds for this purchase will be taken from 01-12-8550 New Equipment with \$120,000.00 of the purchase to be reimbursed to the City from the Foreign Fire Insurance account leaving a cost of \$36,893.00 to be expended from the Fire Department budget.

Ald. John Jacobson, Chairman

Ald. Chuck Frykman

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

AF01118

QUOTATION

TO: LOVES PARK FIRE PROTECTION DISTRICT
1535 WINDSOR ROAD
LOVES PARK, IL 61111

DATE: 11/19/20

ATTN: CHIEF WILTFANG

REFERENCE: DEMO UNIT PURCHAS

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2021 FORD E450 CUSTOM BUILT WITH A MEDIX 170" CONVERSION PER ENCLOSED WORK ORDER & PRINTS NOTE: FORD GPC IS INCLUDED IN THE FINAL PRICE OF THE UNIT	\$ 153,143.00	\$ 153,143.00
		\$ Total	\$ 153,143.00
	ACCEPTED BY: _____ TITLE: _____ Date: _____		

ESTIMATED DELIVERY:
UPON COMPLETION

PROPOSED BY: 
ANDREW FOSTER, VICE PRESIDENT

James Hart

From: strypesplusmore@aol.com
Sent: Monday, November 9, 2020 4:07 PM
To: James Hart
Subject: Re: New medic layout

Chief-
Here is the breakdown for the quote on the new medic unit.

3M 680 reflective print with laminate for all lettering and striping. Rear windows covered in white perforated vinyl with blue Star of Life printed. Rear chevron will be printed and laminated Reflexite red and yellow to match previous unit. All materials on the entire unit are reflective minus the rear perforated vinyl.

\$3750.00 price includes all materials and labor to install.

We will need stop by and measure the unit once you receive it. We will do the install at your location.

Is billing being done to you or to Foster Coach?

Thanks,

Larry
Strypes Plus More, Inc.
630-816-9069

-----Original Message-----

From: James Hart <JamesHart@CityofLovesPark.com>
To: strypesplusmore@aol.com <strypesplusmore@aol.com>
Sent: Mon, Nov 9, 2020 2:04 pm
Subject: RE: New medic layout

Perfect, what's the cost for this project?

James Hart AS, NRP, FFII
Battalion Chief- Red Shift
EMS Coordinator
Loves Park Fire Department
1535 Windsor Road
Loves Park, IL 61111
jameshart@cityoflovespark.com
Cell: 303-547-8958 Office: 815-654-5051



"Whatever you are, be a good one."
-Abe Lincoln

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
REDEVELOPMENT INCENTIVE AGREEMENT SHARING SALES TAX REVENUE
AND/OR TIF INCREMENT BETWEEN THE CITY OF LOVES PARK, ILLINOIS AND
SMG INVESTMENTS, LLC**

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

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

WHEREAS, the City has duly established the Industrial Job Recovery Law District known as the “Loves Park Corporate Center Redevelopment Project Area” under the provisions of the Industrial Job Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* (“IJRL”), within which Loves Park Corporate Center Redevelopment Project Area the City has implemented Tax Increment Financing; and

WHEREAS, the City receives revenue distributed pursuant to the Municipal Cannabis Retailers’ Occupation Tax Law (“Cannabis Tax Law”) 65 ILCS 5/8-11-23, generated by a tax on persons engaged in the business of selling Cannabis, other than Cannabis purchased under the Compassionate Use of Medical Cannabis Program Act, at retail in the municipality on the gross receipts from these sales made in the course of that business (hereinafter “Cannabis Retailers’ Occupation Tax”); and

WHEREAS, the City is authorized under the provisions of the IJRL, and under the Cannabis Retailers’ Occupation Tax to enter into agreements which are necessary or incidental to the development to the implementation of the redevelopment plan and project for the Loves

Park Corporate Center Redevelopment Project Area and may share Cannabis Retailers' Occupation Tax for encouragement of development; and

WHEREAS, SMG Investments LLC, an Illinois developer, intends to acquire certain real property located within the Loves Park Corporate Center Redevelopment Project Area and develop a retail Cannabis distribution facility; and

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

WHEREAS, the City has determined that the terms of the Redevelopment Incentive Agreement ("Agreement") are in the best interests of the City and its citizens; and

WHEREAS, the Committee has reviewed the Agreement and made recommendation;

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

1. The above recitals are hereby incorporated into this Resolution as if fully stated herein.
2. The City Council hereby approves the Redevelopment Incentive Agreement, including the findings stated therein and made a part hereof, and authorizes the Mayor or his designee to execute the Redevelopment Incentive Agreement, in substantially the same form as attached hereto as Exhibit "A".
3. This Resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED AND APPROVED the _____ day of _____, 2020.

MOTION:

SECOND:

VOTING:

PASSED AND APPROVED the _____ day of _____ 2020.

APPROVED:

Mayor Gregory R. Jury

ATTEST:

City Clerk Robert Burden

PUBLISHED:

REDEVELOPMENT INCENTIVE AGREEMENT

THIS REDEVELOPMENT INCENTIVE AGREEMENT (“Agreement”) is made as of the ____ day of November, 2020, by and between the City of Loves Park, an Illinois Municipal Corporation (hereinafter referred to as the **“City”**) and SMG Investments LLC, an Illinois limited liability company (hereinafter referred to as **“Developer”**).

RECITALS

WHEREAS, 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 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 “industrial park 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”**) pursuant to the TIF Act, and to pay the costs of such redevelopment permitted under the TIF Act; and

WHEREAS, pursuant to the TIF 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 (**“LPCC”**), and adopted tax increment allocation financing for the Redevelopment Project which includes the Property defined hereinafter; and

WHEREAS, Developer intends to acquire the real estate depicted and legally described in **Exhibit “A”** attached hereto and made a part hereof (**“Property”**) within the Loves Park Corporate Center Redevelopment Project Area and to construct a building for the retail sales of adult use Cannabis as is authorized pursuant to the Cannabis Regulation and Tax Act, 410 ILCS 705 et seq. (**“Project”**); and

WHEREAS, the Developer has requested the City to provide an incentive of One Million Dollars (\$1,000,000), which the City will reimburse to the Developer either as eligible **“Redevelopment Project Costs”**, as that term defined in the TIF Act, or as rebates of the Cannabis Retailers’ Occupation Taxes, or as a combination thereof in the sole discretion of the City; and

WHEREAS, Developer has represented to the City that, but for the Incentive identified in this Agreement, the Project would not be economically viable, thereby limiting the development opportunities for the Property which would lead to increasing the tax base and employment opportunities in the City; and

WHEREAS, Developer requires economic assistance from the City in order to proceed with the Project; and

WHEREAS, the City is willing to reimburse the Developer for certain Redevelopment Project Costs, as allowed by the TIF Act and as further limited herein this Agreement; and

WHEREAS, the City has invested considerable public funds in infrastructure along Bell School Road to promote economic development to increase the tax base for the City and provide employment opportunities to citizens of the region; 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 LPCC Redevelopment Project Area, increase the assessed valuation of real estate situated within the LPCC 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 believes that the terms of this Agreement will increase the tax base for the City, provide employment opportunities and spur further development; and

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

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

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

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

WHEREAS, the City receives revenue distributed pursuant to the Municipal Cannabis Retailers' Occupation Tax Law ("**Cannabis Tax Law**"), 65 ILCS 5/8-11-23, generated by a tax upon persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Program Act, at retail in the municipality on the gross receipts from these sales made in the course of that business (hereinafter "**Cannabis Retailers' Occupation Taxes**"); and

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

WHEREAS, the City has further authority to enter into economic incentive agreements pursuant to Section 8-11-20 of the Illinois Municipal Code ("**Municipal Code**") 65 ILCS 5/8-11-20, regarding the development or redevelopment of land within the corporate limits of the municipality; and

WHEREAS, the Municipal Code authorizes municipalities to share or rebate a portion of "any" Retailers' Occupation Taxes received by the municipality that were generated by the development or redevelopment over a finite period of time; and

WHEREAS, the Cannabis Retailers' Occupation Taxes are considered to be a Retailers' Occupation Tax for purposes of the Municipal Code; and

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

WHEREAS, pursuant to the Municipal Code, the Mayor and City Council of the City of Loves Park hereby make the following findings with respect to the Project and Property:

- A) The Property has remained vacant for a period in excess of one year;
- B) The Property has been underutilized for at least one year given its physical site limitations and inability to expand to accommodate larger industrial users and would be better utilized by encouraging a retail use of the Property;
- C) The Project is expected to create and retain job opportunities within the municipality;
- D) The Project will serve to further development of adjacent areas, including but not limited to additional vacant property near the Property in the Loves Park Corporate Center while simultaneously facilitating orderly redevelopment of the Riverside Boulevard area;
- E) Without the Agreement, the Project would not be possible;
- F) Developer meets high standards of credit worthiness and financial strength as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs;
- G) The development of the Property will strengthen the commercial sector of the municipality by increasing the number of employed persons in the City who are able to purchase goods and services from other businesses in the City and by increasing the availability of commercial retail space along the rapidly expanding and desirable Riverside Boulevard corridor, leading to an expanding tax base which will in-turn allow the City to continue to provide municipal services;
- H) The Project will enhance the tax base of the municipality by adding sales tax to the City, both directly and indirectly, and also by increasing the equalized assessed valuation of real property within the City to the benefit of those governmental entities which levy property taxes;
- I) This Agreement is made in the best interest of the municipality, all said findings being made as required by the Municipal Code.

WHEREAS, Developer, in consideration of the willingness of the City to share the Cannabis Retailers' Occupation Taxes it receives from the State of Illinois generated from the Property pursuant to this Agreement, shall complete the Project, obtain an occupancy permit of the constructed building on the Property prior to the date referenced in Section 3.1 of this Agreement; and

WHEREAS, the City, consistent with the Municipal Code, agrees to share with Developer the revenue it receives from the State of Illinois from the Cannabis Retailers' Occupation Taxes generated from the Property for reimbursement of expenses associated with the Project based on the findings made by the City; and

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

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

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

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

2.1.1. Developer is a duly organized and existing limited liability company 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 Developer's knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) which materially affect the operation or financial condition of Developer;

2.1.3. To the best of Developer's knowledge, the execution, delivery and performance by Developer 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 Developer is a party to or may be bound under; and

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

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

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. DEVELOPER OBLIGATIONS

3.1. **Completion of Project.** Notwithstanding anything to the contrary in this Agreement, the City shall not be obligated to make any payments to the Developer if the Project is not substantially completed prior to December 31, 2021. It shall be conclusively determined that the project has been substantially completed upon the granting of a temporary or final occupancy permit by the City.

3.2. **Plans and specifications.** The Developer’s Project shall conform to all applicable building code requirements, including but not limited to, the City’s Code of Ordinances and any state regulations applicable to Developer’s Project. All site, landscaping, architectural and engineering drawings and specifications (the “Plans”) typically required for the Project shall be submitted by Developer 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 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 Developer constructs the improvements in accordance with Plans for which building permits are issued by the City.

3.3. **Use of Land.** Developer intends that the Property shall be utilized in accordance with the applicable zoning ordinances.

ARTICLE IV. TAX INCREMENT FINANCING ECONOMIC INCENTIVES

4.1. **Tax Increment Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for tax increment financing assistance from the LPCC Redevelopment Project Area, the 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 Project in order to make the Project economically

viable. The City shall provide for the segregation of the incremental real estate taxes generated within the LPCC Redevelopment Project Area as determined in accordance with this Agreement and Section 5/11-74.6-35 of the Industrial Jobs Recover Law into a special tax allocation fund created by the City for the LPCC Redevelopment Project Area.

4.2. **Available Property Tax Increment.** For the purposes of this Agreement, the term “**Available Property Tax Increment**” means all increment funds paid to the City pursuant to the LPCC. For the purposes of this Agreement, the terms “**Special Tax Allocation Fund**” or “**STAF**” means the separate City account into which the increment taxes generated within the LPCC Redevelopment Project Area are kept.

4.3. **Pledge of Available Property Tax Increment.** Subject to the terms of payment identified in Article VI of this Agreement, the City hereby pledges and agrees to provide Developer reimbursements of Available Property Tax Increment (“**TIF Incentive**”) to reimburse Developer for the acquisition of the Property as an eligible Redevelopment Project Cost. Notwithstanding the foregoing, the City’s obligation and ability to pay any TIF Incentive is not limited by whether there are Available Property Tax Increment funds available at the time of making any Payment (as defined below) to Developer, as the City, to the extent required, may advance funds to the STAF for purposes of making any Payment of TIF Incentive.

4.4. **Authenticating the Redevelopment Project Costs.** As a condition precedent to receiving reimbursement for Redevelopment Project Costs, the Developer shall submit to the City, or its designee, a written statement setting forth the amount of specific Redevelopment Project Costs for which certification is sought (a “**Request for Certification**”). This Request for Certification shall be accompanied by such contracts, title commitment or other evidence as the City, or its designee, shall reasonably require evidencing that Developer has incurred the Redevelopment Project Costs sought to be certified which, for purposes of this Agreement, consist of Developer land acquisition costs. The City shall have the right to review the content of any and all documents provided by the Developer, 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 Developer of the specific deficiencies. Upon the Developer’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 Developer 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.

ARTICLE V. CANNABIS RETAILERS’ OCCUPATION TAX SHARING

5.1. **Cannabis Retailers’ Occupation Tax Established.** Developer has represented to the City that, but for an economic incentive agreement to rebate portions of the Cannabis Retailers’ Occupation Tax from the City, the Project would not be economically viable. The parties agree that such economic incentive, implemented in accordance with the terms and provisions of this Agreement, shall be a source of funding for the Project to make the Project economically viable. The City has, pursuant to the Cannabis Tax Law, imposed a three percent (3%) tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Program Act, at retail in the municipality on the gross receipts from these sales made in the course of that business. The City reserves the right to increase this tax to any extent allowed by the Cannabis Tax Law as that law may be amended to include from time to time. Notwithstanding the foregoing, Developer shall not be entitled to any Cannabis Retailers’

Occupation Taxes revenue which is generated for the City as a result of any additional or increased tax rate above the 3% adopted by the City.

5.2. **Pledge of Cannabis Retailers' Occupation Taxes.** Subject to the terms of payment identified in Article VI of this Agreement, the City hereby pledges and agrees to provide Developer rebates of the Cannabis Retailers' Occupation Taxes generated from the Property ("**Rebate Incentive**"); and together with the TIF Incentive, are collectively referred to as the "**Incentive**").

ARTICLE VI. CONDITION OF PAYMENTS AND TIMING

6.1. **Payment.** The amounts due to Developer for the Incentive shall be paid by the City to Developer on a calendar quarter basis with each Payment (defined below) due within thirty (30) days of the end of a calendar quarter. The amount of the quarterly Payment shall be equal to two-thirds of the Cannabis Retailers' Occupation Tax that the City receives from the State of Illinois that is generated during the subject calendar quarter from the sale of adult use cannabis at the Developer's Property ("**Payment**"). The City may allocate and derive the Incentive Payments to Developer as Rebate Incentives, TIF Incentives, or both, at the City's sole discretion. The City's obligation to make any Payment is a limited obligation of the City payable to the extent the City receives Cannabis Retailers' Occupation Taxes.

6.2. **Authenticating the Cannabis Retailers' Occupation Taxes.** The City's obligation to provide the Payment shall be subject to the City receiving verification from the Illinois Department of Revenue ("**IDOR**") or other evidence as to those amounts of Cannabis Retailers' Occupation Taxes which the State of Illinois has paid to the City attributable to the Property. If the City does not receive information relating to the sales taxes generated from the Property, the City shall notify Developer and Developer will utilize its reasonable efforts and obtain necessary consents from IDOR or provide such other reasonable evidence to the City of the amounts paid by Developer. It shall be the sole responsibility of Developer to provide the City, or cause the City to be provided with, any written authorization to release sales tax information required by IDOR or to provide such other consents or evidence demonstrating the amount of Cannabis Retailers' Occupation Tax paid by Developer which the City receives.

6.3. **Maximum Obligation of City.** Notwithstanding anything in this Agreement to the contrary, the total Incentive amount paid to Developer pursuant to the terms of this Agreement shall not exceed One Million Dollars (\$1,000,000). Regardless of whether the full One Million Dollars (\$1,000,000) has been paid to Developer, no money shall be paid to Developer after August 31, 2031, unless and to the extent any payments under the terms of this Agreement are subject to a good faith dispute between the parties hereto.

ARTICLE VII. COMPLIANCE WITH LAWS

7.1. **Defense of TIF District.** In the event that any court or governmental agency having jurisdiction over enforcement of the TIF 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 LPCC Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the integrity of the LPCC Redevelopment Project Area and this Agreement with each party to

pay their respective legal fees, court costs and other expenses directly related to said defense. In the event of an adverse lower court or agency ruling regarding use of TIF funds, the City shall fund its obligation to the Developer through Rebate Incentives.

7.2. **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 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 Project.

7.3. **Prevailing Wage.** Where required by law, the Developer 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 Developer or any of Developer's subcontractors in relation to the construction relating to the Project.

ARTICLE VIII. DEFAULT REMEDIES

8.1. **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following shall constitute a "**Default**":

8.1.1. If, at any time, either the City or Developer fails to carry out the terms of the Agreement or defaults in the performance of any material provision of this Agreement to the detriment of the other party; or

8.1.2. 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

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

8.2. **Defaults/Remedies.** Upon the occurrence of a Default, and provided that a remedy for said Default has not otherwise been provided for in this Agreement, then the defaulting party shall, upon written notice from the non-defaulting 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 defaulting party shall not be deemed to be in Default under this Agreement.

8.3. **Nonexclusive Remedies.** All rights, powers or remedies, special, optional or otherwise, given or reserved to the parties by this section shall not be construed to deprive the parties of any rights, power or remedies otherwise given by law or equity and the election of one remedy shall not preclude the subsequent use of an alternate remedy.

8.4. **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.

ARTICLE IX. PERFORMANCE

9.1. **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 Cannabis Retailers' Occupation Taxes it receives from the State of and further subject to the provisions of this Agreement. **Said obligations do not and shall never constitute a general indebtedness of the City within the meaning of a State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power.**

9.2. **Restrictions on Assignment.** Developer may not assign any, or all, of its rights and obligations under this Agreement without the express prior written consent of the City. This Agreement is binding upon Developer, affiliated entities and beneficiaries, and upon the City and its successors in office, except Developer's right to receive the Payment as set forth herein is a personal right that shall survive and remain with Developer if Developer sells, assigns or transfers its interest in the Property. Developer may only assign its rights under this Agreement by express written assignment with a copy of such written being provided to the City Treasurer's Office.

9.3. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

ARTICLE X. GENERAL

10.1. **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the parties, both of whom are represented by 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.

10.2. **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.

10.3. **Entirety and Binding Effect.** This document represents the entirety of the agreement between the parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

10.4. **Survival of Provisions.** If any of the provisions of this Agreement are 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.

10.5. **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.

10.6. **Amendments and Modifications.** Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the parties hereto.

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

10.8. **Indemnification.** Developer 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 Developer to comply with this Agreement.

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

To the Developer: SMG Investments LLC
Attn: Amy Manganelli
4777 Stenstrom Road
Rockford, Illinois 61109

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

With City copy to: City of Loves Park
Attn: City Clerk
100 Heart Boulevard
Loves Park, IL 61111

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.

10.10. **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.

10.11. **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.

(Signature Page Follows)

SMG INVESTMENTS LLC
an Illinois Limited Liability Company

By: _____

Its: Manager

CITY OF LOVES PARK,
an Illinois Municipal Corporation

By: _____

Its: Mayor

ATTEST:

City Clerk

EXHIBIT "A"
Legal Description

LOTS ELEVEN (11) AND SIXTEEN (16) AS DESIGNATED UPON THE PLAT OF ROCK CUT BUSINESS PARK NO. 4, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN THAT PLAT OF WHICH SUBDIVISION IS RECORDED APRIL 7, 1997 IN BOOK 41 OF PLATS ON PAGE 30A AS DOCUMENT NC 9715235 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS

Commonly Known As 41XX North Bell School Road, Loves Park, Illinois 61111

PIN Number 12-02-178-012

Depiction (red border):



ORDINANCE NO. _____

AN ORDINANCE GRANTING A WAIVER OF THE REQUIRED USE OF THE SINGLE FAMILY REFUSE COLLECTION SERVICE CONTRACTED BY THE CITY ON A RESIDENTIAL PROPERTY LOCATED AT 6306 NORTH SECOND STREET IN THE CITY OF LOVES PARK, ILLINOIS

WHEREAS, There shall be issued in the city, no more than one scavenger license, authorizing the collection of garbage, household trash, bulky waste, and recyclable materials from residential dwelling units within the city and for the collection of loose or curbside pick-up of garbage, household trash, bulky waste, and recyclable material at residential dwelling units;

WHEREAS, Residential dwelling units of one, two or three units per building shall be required to use the scavenger company who is awarded the exclusive franchise license.

WHEREAS, the single family dwelling located at 6306 North Second Street is surrounded by multi-family residential units which utilize a common dumpster for garbage collection;

WHEREAS, the the single family residence located at 6306 North Second Street is under common ownership with the surrounding multi-family residential units;

WHEREAS, the use of the common dumpster by the single family residence located at 6306 North Second Street would be more efficient for garbage collection;

WHEREAS, the Public Works Committee deliberated and determined that a waiver of such requirements was appropriate;

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

SECTION 1: That a waiver of the required use of the single family refuse collection service contracted by the City, be granted, for the property located at 6306 North Second Street in the City of Loves Park, Illinois, with the following conditions:

- (a) This waiver is only in effect provided that ownership of the single family residence remains common with the adjacent multi-family residential units.

SECTION 2: This Ordinance is to become effective upon its passage, approval and publication in pamphlet form or in any other form as provided for by law.

SECTION 3: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form or in any other form as provided for by law.

Dated: _____, 2020

APPROVED:

MAYOR

ATTESTED:

CITY CLERK

PASSED:

APPROVED:

PUBLISHED: