

Council Agenda _____ 2
Council Minutes _____ 4
Police Report _____ 7
Fire Report _____ 8
Street Report _____ 9
Water Report _____ 10
Finance Committee Agenda & Minutes _____ 11
Codes & Regulations Committee Agenda & Minutes _____ 13
Resolution - Hire Dorner for PRV maintenance _____ 17
Resolution - Route 173 improvements _____ 20
Ordinance 2nd Reading - Amendment Transfer of Liquor Licenses _____ 21
Ordinance 2nd Reading - Class R1 Liquor License Mi Gordito _____ 23
Ordinance 1st Reading - Thomas RDA _____ 25

LOVES PARK CITY COUNCIL AGENDA
MONDAY, MARCH 22, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by City Treasurer John Danielson, 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 Water Department Manager to hire Dorner Company to perform maintenance, replacement, and upgrades to pressure reducing valves for the cost of \$37,784.00.**
- 2. Resolution authorizing additional Motor Fuel Tax funds for the final payment of \$8,500.00 for the local share of improvements to IL Route 173.**

XII. ORDINANCES 2ND READING

- 1. Ordinance amending Section 6-37(d) of the Loves Park Code of Ordinances, regarding the transfer of Liquor Licenses.**
- 2. Ordinance providing for an R1 Liquor License for Mi Gordito, 5518 North Second Street.**

XIII. ORDINANCES 1ST READING

- 1. Ordinance authorizing the City to enter into a Redevelopment Agreement with East Riverside Farms, Inc., and North Riverside Partners, LLC for general development within the Loves Park Corporate Center Redevelopment Project Area.**

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, March 15, 2021
City Hall Council Chambers

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

Father Sean Grismer from St. Bridget Church opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Greg Jury

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

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 03/08/21 The Journal of Proceedings for the regular meeting of March 8, 2021 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
2. Yard Waste Mayor Jury announced that yard waste pickup will begin on Friday, April 2, 2021.
3. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated March 8, 2021 in the amount of \$403,838.53, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
4. Water Department Bills Alderman Jacobson presented the Water Department bills dated March 8, 2021 in the amount of \$82,879.44, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
5. Public Safety Report Alderman Allton presented the Police Department Report dated March 15, 2021; presented Fire Department Reports dated March 7 and March 14, 2021, to be placed on file.
6. Public Works Report Alderman Schlensker presented the Street Department Report dated March 15, 2021; presented the Water Department Report for March 15, 2021, to be placed on file.
7. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated March 15, 2021, in the amount of \$96,610.05, for consideration at next week's city council meeting; presented the Treasurer's Report for January 2021, with an ending balance of \$5,736,545.44; presented the minutes from the committee meeting held March 8, 2021, to be placed on file.
8. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated March 15, 2021, in the amount of \$385,420.04, for consideration at next week's city council meeting; presented the minutes from the committee meeting held March 8, 2021, to be placed on file.
9. Codes & Regulations Alderman Peterson of the Codes and Regulations Committee announced a committee meeting will be held Monday, March 22, 2021, following city council; presented the minutes from the committee meeting held March 8, 2021, to be placed on file.

10. Street Department To Purchase 2 Plow Trucks & Equipment
Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Street Department Manager is hereby authorized to purchase two 2022 International HV507 SFA 4X2 plow trucks from Rush Truck Center, 3441 Gatlin Drive, Springfield, IL 62707, on the State of Illinois contract pricing at a total cost of one hundred sixty-nine thousand five hundred four dollars thirty-eight cents (\$169,504.38) and with truck and plow equipment purchased from Monroe Truck Equipment, 1051 W. 7th Street, Monroe, WI 53566 at a total cost of one hundred thirty-five thousand and five hundred thirty-six dollars (\$135,536.00). The total cost of two vehicles is three hundred five thousand forty-one dollars eighty-two cents (\$305,041.82). Further, be it resolved, that the cost for these purchases may be financed with a 36-month purchase/lease agreement. The first payment shall be made after May 1, 2021 and spent from the FY 2021-2022 Appropriation Ordinance. Funds for the purchase of the trucks and plow equipment shall be drawn from Account No. 01-11-8050 (New Equipment) from the 2021-2022 fiscal year. Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
RESOLUTION NO. 21-014
11. Street Department To Hire IMEG For Bridge Inspections
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 IMEG, 401 E. State Street, Rockford, IL to perform all bridge inspections, required by IDOT, due for 2021 in the City of Loves Park. The cost for services performed shall not exceed seventeen thousand two hundred dollars (\$17,200.00). Based on the attached bids. Funds shall be drawn from Account No. 01-11-8070 (Bridges). Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
RESOLUTION NO. 21-015
12. Public Works Department To Purchase Software
Alderman Schlensker presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Director of Community Development and Public Works is hereby authorized to purchase software, from PubWorks, P.O. Box 6502, Snowmass Village, CO 81615. The total cost of purchase is \$28,300.00 plus annual maintenance fee of \$6,460.00. 60% (\$16980.00) of the funds for this purchase shall be drawn from Account No. 31-00-1931 (Work Order Management) and 40% (\$11,320.00) of the funds shall be drawn from Account No. 01-11-8050 (New Equipment). Second by Alderman Jacobson. Motion carried. 10 Ayes (Aldermen Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson)
RESOLUTION NO. 21-016
13. ORD 4399-21 Amendment Chapter 102, Article IX, Building Materials
Alderman Frykman presented for second reading an ordinance amending Chapter 102, Article IX, Planned Developments, Section 102-338, East Riverside/I90 Overlay District (Building Materials), of the Loves Park Code of Ordinances, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman)
ORDINANCE NO. 4399-21
14. ORD 4400-21 Amendment Chapter 102, Article IX, Special Uses
Alderman Frykman presented for second reading an ordinance amending Chapter 102, Article IX, Planned Developments, Section 102-338, East Riverside/I90 Overlay District (Special Uses), of the Loves Park Code of Ordinances, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman)
ORDINANCE NO. 4400-21

- 15. Ordinances First Reading Alderman Peterson presented for first reading Agenda Items 1-2, from Ordinances First Reading.

- 16. 1st Reading
Amendment Of Section 6-37(d) Transfer Of Liquor Licenses Alderman Peterson presented for first reading an ordinance amending Section 6-37(d) of the Loves Park Code of Ordinances, regarding the transfer of Liquor Licenses, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman) Laid over

- 17. 1st Reading
R1 Liquor License For Mi Gordito Alderman Peterson presented for first reading an ordinance providing for an R1 Liquor License for Mi Gordito, 5518 North Second Street, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman) Laid over

- 18. Happy Birthday Mayor Jury wished Alderman Nancy Warden a happy birthday.

- 19. Happy Birthday Alderman Alton wished his son, daughter, and Alderman Nancy Warden a happy birthday.

- 20. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:17 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: 03/22/2021

Subject: Police Activity Report

Police activity report for the week of 03/07/2021 through 03/13/2021

Calls for Service 475

Total Number of Arrests 151

Accidents 2

MICHAEL MCCAMMOND
DEPUTY CHIEF OF POLICE

CHARLES LYNDE
CHIEF OF POLICE

SHANE LYNCH
DEPUTY CHIEF OF POLICE

Loves Park FD

Loves Park, IL

This report was generated on 3/19/2021 7:34:36 AM



Incident Statistics

Zone(s): All Zones | Start Date: 03/15/2021 | End Date: 03/21/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		24	
FIRE		15	
TOTAL		39	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
424 - Carbon monoxide incident		1	
746 - Carbon monoxide detector activation, no CO		3	
TOTAL		4	
MUTUAL AID			
Aid Type		Total	
Aid Given		4	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
11		28.21	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:08:16	0:03:59	
Station #2	0:06:38	0:07:56	
AVERAGE FOR ALL CALLS:		0:07:14	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:03:08	0:01:09	
Station #2	0:01:32	0:02:35	
AVERAGE FOR ALL CALLS		0:02:11	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		22:13	

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



Department of Public Works
Street Department Weekly Activity Report

Submitted by: Shannon Messinger
Street Dept. Manager

Week of March 15, 2021 thru March 22, 2021

Previous week's activity:

1. Continued working on trucks and equipment.
2. Filled potholes.
3. Started washing plow trucks.
4. Worked on Street Lights along N2nd.
5. Continue working on Street Lights along N2nd.

Proposed work:

1. Continue working on trucks and equipment.
2. We are reloading trucks ahead of a possible snow storm.
3. Fill potholes.
4. Help Water Dept. as needed.
5. Dump and rinse plow trucks.
6. We will be getting the Street Sweeper ready for the spring cleanup.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: 3/10/21-3/17/21

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 S.C.A.D.A. radio upgrades at all facilities
3. Continued replacing large commercial meters and install ERT'S
4. Sampled and put tower 1 back online after repairs.
5. Repaired main break at the intersection of North Second Street and Grand Ave.
6. Repaired main break at 313 Pearl Ave.
7. Started cleaning up at all facilities from the winter.

Work anticipated for this week:

1. Routine work
2. Continue S.C.A.D.A. radio upgrades at all facilities.
3. Continue replacing large commercial meters and install ERT'S.
4. Repair main break at 5101 North Second Street.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, MARCH 22, 2021 – 5:40 P.M.
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

4. ITEMS FOR CONSIDERATION

- A. Resolution authorizing the Water Department Manager to hire Dorner Company to perform maintenance, replacement, and upgrades to pressure reducing valves for a cost of \$37,784.00.**
- B. Ordinance authorizing the City to enter into a Redevelopment Agreement with East Riverside Farms, Inc. and North Riverside Partners, LLC for general development within the Loves Park Corporate Center Redevelopment Project area.**
- C. Resolution authorizing additional Motor Fuel Tax funds for the final payment of \$8,500.00 for the local share of improvements to IL Route 173.**

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
CITY HALL COUNCIL CHAMBERS

DATE OF MEETING: March 15, 2021

CALLED TO ORDER: 5:40 P.M.

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

ALSO PRESENT: Mayor Jury, Attorney Galluzzo, Aldermen A. Marie Holmes (via zoom), Robert Schlensker, Nancy Warden, Jim Puckett, Clint Little, Treasurer John Danielson, Steve Thompson, Chief Wiltfang, Chief Lynde,

MINUTES APPROVAL: March 8, 2021

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

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
 - A. Discussion of East Riverside Farms Inc. Redevelopment Agreement.
3. General Discussion.
4. Adjournment.

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

Adjournment: 5:45 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

**CITY OF LOVES
PARK AGENDA
CODES & REGULATIONS
COMMITTEE
March 22, 2021 6:15 P.M.
100 Heart Boulevard**

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES FROM THE COMMITTEE MEETING HELD 03-8-2021.

4. ITEMS FOR CONSIDERATION

- a. Application for a “Class B” liquor license located at 5905 North Second Street
- b. Kelley Williamson Company is requesting a change in liquor class, from a Class “E” to a Class “B”, at the following locations:
 - Forest Hills Mobil – 5902 Forest Hills Rd
 - Applewood Mobil – 5542 East Riverside Blvd
 - Tollway Mobil – 7490 East Riverside Blvd
- c. Road Ranger, LLC. is requesting a change in liquor class, from Class “E” to a Class “B”, at 7500 East Riverside Blvd.

5. PUBLIC COMMENT

6. GENERAL DISCUSSION

7. ADJOURN

**City of Loves Park
Codes & Regulations Committee
March 8, 2021 Minutes**

- I. Call to Order – the meeting was called to order by Alderman Peterson, Chairman at 6:15 PM.

Committee Members Present – Alderman Little, Alderman Warden, Alderman Puckett. Also in Attendance – Nathan Bruck, Gino Galluzzo, Carlos Rosario, Laura Rosario, Norma Mejia.

- II. The minutes of the February 22, 2021 meeting were approved upon a motion by Alderman Warden. Second by Alderman Little. Vote 4 – 0 to approve.

III. Items For Consideration

- A. A Class R1 Liquor License request for 5518 North Second St.

**Motion to approve by Alderman Warden. Second by Alderman Little.
Vote 4 - 0 to approve.**

- B. Ordinance allowing administrative approval of liquor license change of ownership.

**Motion to approve by Alderman Warden. Second by Alderman Puckett.
Vote 4 – 0 to approve.**

- IV. General Discussion – None.

- V. Public Comment – None

- VI. Adjournment – the meeting was adjourned at 6:24 PM upon motions by Alderman Warden and Alderman Puckett. Vote 4 – 0 in favor.

Respectfully submitted by:
Mark Peterson
Committee Chairman



Main Office

1132 HARRISON AVENUE
ROCKFORD, ILLINOIS 61104-7290

815/397-9410 FAX 815/397-9070

March 9, 2021

Website: www.kw-oil.com

Mr. Mayor Jury
100 Heart Blvd
Loves Park IL 61111

Dear Mayor Jury,

Kelley Williamson Company respectfully requests that you consider changing our current Class E liquor license to a Class B liquor license for the following locations:

Forest Hills Mobil
5902 Forest Hills Rd
Loves Park IL 61111

Applewood Mobil
5542 E Riverside Blvd
Loves Park IL 61111

Tollway Mobil
7490 E Riverside Blvd
Loves Park IL 61111

This classification change will put us on a level playing field with Casey's, other convenience stores and liquor sellers within the City of Loves Park.

Thank you for your consideration!

Sincerely,

A handwritten signature in black ink that reads 'John C. Griffin'.

John C Griffin
President/Treasurer



Road Ranger, L.L.C.

March 17, 2021

Sent via Email to:

Mayor Gregory Jury
c/o Nathan Bruck, AICP
City of Loves Park, Illinois
nathanbruck@cityoflovespark.com

Re: Road Ranger #211 – 7500 E. Riverside Blvd
Liquor License Class Change

Dear Mayor Jury,

The Road Ranger facility listed above has held a Class “E” Liquor License with Sunday sales since 2007. During this time we have kept our License active and had no minor sale violations. With Road Ranger renewing our current license, we wish to take the opportunity to change our license to Class “B”, which would allow Alcoholic Liquor to be sold along with the Beer and Wine we already sell.

In light of the ongoing development around our location, Road Ranger is looking to expand our Convenience Store offerings to the growing customer base coming to visit and stay in Loves Park.

Thank you for your consideration of this request to change our Liquor License from Class “E” to Class “B”. I look forward to submitting our renewal as quickly as possible for the correct class as soon as your decision has been made.

If there are any questions or concerns, please feel free to reach out to me at (815) 387-1366, or at legal@roadrangerusa.com.

Sincerely,

Jake DeArvil
General Counsel

CITY OF LOVES PARK

ALDERMAN: John Jacobson

RESOLUTION NO.:

DATE: March 22, 2021

DEPARTMENT: Finance and Administration

RESOLVED, by the adoption of this Resolution, The Water Department Manager is authorized to Hire Dornier Company, N61 W23043 Silver Springs Drive, Sussex WI. 53089, to perform necessary maintenance, replacement, and upgrades to pressure reducing valves for a cost of \$37,784.00.

Funds shall be taken from Account # 31-51-4115 (PRV's and booster pumps)

Chairman Ald. J. Jacobson

Vice – Chairman Ald. M. Peterson

Ald. J. Pruitt

Ald. C. Frykman

Mayor Gregory R. Jury

Attest: City Clerk Robert J. Burden

MOTION:

SECOND:

VOTING:

DORNER QUOTATION

To: Loves Park Water
Attn: Russ Caveny
Ref: Val-Vault Inspections

Date: March 17, 2021
Proposal No. Q369cilo Rev.2
Page: one of one
Industry Code: 4952

FOB: Factory
Terms: N30
Delivery: 3-4 weeks

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (262) 685-8389 Cell
(262) 932-2100 Ext: 126
Fax No: (262) 932-2101

By: Steve Pollock

Item	Quan.	Description	Unit Price	Total
1	1	8" 692-01B Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. New SS Pilot Assembly with SS Pilots and Fittings. 5105 N. Perryville Rd.	\$ 5,321	\$ 5,321
2.5	1	All New Valve 2.5" 92-01B 150# Flanged Ends, Epoxy Coated W/ All SS Pilot System & New Limit Switch. (5105 N. Perryville Rd)	\$ 6,197	\$ 6,197
3	1	8" 692-01B Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. New SS Pilot Assembly with SS Pilots and Fittings. 6292 Gettysburg Dr.	\$ 5,321	\$ 5,321
4.5	1	All New Valve 2.5" 92-01B 150# Flanged Ends, Epoxy Coated W/ All SS Pilot System & New Limit Switch. (6292 Gettysburg Dr)	\$ 6,197	\$ 6,197
7	1	8" 92D-04ABC Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. Obsolete model replaced with 92-07. New SS Pilot Assembly with SS Pilots and Fittings. 7997 Alpine Rd.	\$ 6,624	\$ 6,624
8	1	8" 210-16AB Repair Kit (Diaphragm, Spacer Washers, Disc, Epoxy Coated Disc Retainer, Epoxy Coated Diaphragm Washer, Protective Washer) + SS Studs, Nuts and Washers. Configured as a 92-07. New SS Pilot Assembly with SS Pilots and Fittings. 619 Windsor Rd.	\$ 6,624	\$ 6,624
11	1	Dorner Service for Installation of the Above Components. (Price per day for 1 tech- 2 Techs @ \$2,500 per day)	\$ 1,500	\$ 1,500
Total				\$ 37,784

DORNER QUOTATION

Item	Quan.	Description	Unit Price	Total
------	-------	-------------	------------	-------

Notes: Prices quoted are FOB Factory with freight pre-pay + add. Quote valid for 30 days. Delivery times are estimated and are not guaranteed.

CITY OF LOVES PARK

BY ALDERMAN John Jacobson

RESOLUTION NO.

DATE: March 22, 2021

**DEPARTMENT: Finance & Administration
Committee**

RESOLVED, that by the adoption of this resolution,

Additional Motor Fuel Tax funds in an amount not to exceed eight thousand five hundred (\$8,500.00) are hereby appropriated for final payment of the local share of improvements to IL Route 173 and intersections from Alpine Road to I-90, Section 12-00074-00-TL. The original agreement was dated 10/02/2013.

Funds are hereby appropriated and shall be drawn from Account No. 05-00-5000 (Motor Fuel Tax Expenditures).

Ald. John Jacobson, Chairman

Ald. Chuck Frykman

Ald. Mark Peterson, Vice Chairman

Mayor Gregory R. Jury

Ald. John Pruitt

Attest: Robert J. Burden

**MOTION:
SECOND:
VOTING:**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 6-37(d) OF THE CODE OF ORDINANCES
OF THE CITY OF LOVES PARK, ILLINOIS**

WHEREAS, Chapter 6 of The Code of Ordinances (“**Code**”) of the City of Loves Park, Winnebago and Boone Counties, Illinois (“**City**”) regulates Alcoholic Beverages within the City; and

WHEREAS, Pursuant to 235 ILCS 5/4-2 and various provisions of the Code, the Mayor of the City is the City’s liquor commissioner; and

WHEREAS, Section 6-37(d) of the Code authorizes the Mayor or the City council to transfer a liquor license under certain conditions; and

WHEREAS, the City desires to amend Section 6-37(d) of the Code to set additional parameters necessary for the transfer of a liquor license; and

WHEREAS, the City desires to further amend Section 6-37(d) of the Code to authorize the Mayor, as City liquor commissioner, to make decisions relating to liquor license transfers without having to bring such transfers before the City Council; and

WHEREAS, pursuant to 235 ILCS 5/4-1 and other statutory provisions, the City of Loves Park is authorized and empowered to adopt and enforce the provisions of this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS, AS FOLLOWS:**

1. Section 6-37(d) of the Code is hereby amended to read as follows:

(d) Upon recommendation of the Community Development Department, the Mayor, as liquor commissioner, shall have the authority, but not obligation, to transfer an existing liquor license granted to a business at a specific business location to a new business at that same business location provided that: (i) the transferee is in compliance with all applicable sections of the Code and State requirements; (ii) the license is the same classification as the license existing at the business location immediately prior to the license being issued to transferee; (iii) the business type located at the business location remain substantially similar to the type of business operated by the license holder immediately prior to the transfer to transferee; (iv) the transferee’s license is issued within one hundred eighty (180) days of the prior liquor license having expired, been terminated or the prior business ceasing to operate at that location; and (v) the transferee pays all applicable fees for the issued license.

2. The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

3. All orders, resolutions, or Ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval, and publications, as required by law.
4. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Gregory R. Jury, Mayor

ATTEST:

Robert J. Burden, City Clerk

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “R-1” LIQUOR LICENSE AT 5518 NORTH SECOND STREET PURSUANT TO CHAPTER 6, SECTION 6-37 OF THE CODE OF ORDINANCES OF THE CITY OF LOVES PARK, ILLINOIS

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

WHEREAS, a Class “R-1” liquor license authorizes the retail sale on the premises specified, of alcoholic liquor for consumption on the premises by restaurants, subject to the requirement that at least 55 percent (55%) of the premises’ gross receipts be from the sale of food; and

WHEREAS, a Class “R-1” liquor license further authorizes the retail sale of packaged alcoholic liquor, provided that said retail sales of such liquor shall not exceed ten percent (10%) of the total sales of all alcoholic beverages; and

WHEREAS, the City now desires to approve the issuance of a Class “R-1” liquor license to Laura Rosario, owner of Mi Gordito (“Licensee”), pursuant to Chapter 6, Section 6-37 of the Code; and

WHEREAS, said liquor license shall be issued for use only within that part of the building located at 5518 North Second Street, Loves Park, Illinois, 61111; and

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

1. The above recitals are incorporated by reference herein and made a part hereof.
2. The issuance of a Class “R-1” liquor license to the Licensee for use at the Premises is hereby approved pursuant to Chapter 6, Section 6-37 of the Code.
3. Final issuance of the liquor license by the local liquor commissioner will be subject to review and approval of the liquor license application by the local liquor commissioner along with compliance by Licensee with all Ordinances of the City of Loves Park and all applicable State and/or Federal laws.
4. All other provisions of the Code and any City Ordinances or Resolutions shall remain in effect as previously enacted except that those Ordinances, Resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.
5. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

APPROVED:

Mayor Greg Jury

ATTEST:

City Clerk Robert Burden

PASSED:

APPROVED:

PUBLISHED: In pamphlet form as required by Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH EAST RIVERSIDE FARMS, INC. AND NORTH RIVERSIDE PARTNERS, LLC FOR GENERAL DEVELOPMENT WITHIN THE LOVES PARK CORPORATE CENTER REDEVELOPMENT PROJECT AREA WHICH IS TO INCLUDE THE EXTENSION OF SQUAW VALLEY DRIVE

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

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

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

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

WHEREAS, East Riverside Farms, Inc., an Illinois corporation, and North Riverside Partners, L.L.C., an Illinois limited liability company (Collectively “**Developer**”) own multiple parcels of land within the Loves Park Corporate Center Redevelopment Project Area and seek incentives for the development of the property to include, but not be limited to, the extension of Squaw Valley Drive to intersect with Rock Valley Parkway; and

WHEREAS, the City, after due and careful consideration, has concluded that execution of the redevelopment agreement with Developer (“**Redevelopment Agreement**”) will further the growth of the City, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City, provide a substantial number of jobs to residents of the City, and otherwise be in the best interests of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

WHEREAS, the City is authorized under the provisions of Act to enter into agreements which are necessary or incidental to the implementation of the redevelopment plan and project for the Loves Park Corporate Center Redevelopment Project Area; and

WHEREAS, the City desires to enter into this Redevelopment Agreement with the Developer and agrees to use TIF to defray certain costs of the Developer Project which qualify as Redevelopment Project Costs, as such term is defined in the Act.

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

1. The above recitals are incorporated herein and made a part hereof.
2. That the Mayor is authorized to execute the Redevelopment Agreement in substantially the same form as Exhibit "A" attached hereto, as well as any other necessary documentation required to finalize the Redevelopment Agreement.
3. This ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Loves Park this _____ day of _____, 2021.

APPROVED:

Mayor: Gregory R. Jury

ATTEST:

City Clerk: Robert J. Burden

EXHIBIT A
Redevelopment Agreement

REDEVELOPMENT AGREEMENT FOR EAST RIVERSIDE FARMS, INC.

This Redevelopment Agreement (“**Agreement**”) dated as of this ___ day of _____ 2021 is made by and between the City of Loves Park, an Illinois municipal corporation, having its offices at 100 Heart Blvd, Loves Park, Illinois (“**City**”) and East Riverside Farms, Inc., an Illinois Corporation (“**ERF**”) and North Riverside Partners, L.L.C., an Illinois Limited Liability Company (“**NRP**”) (either or both ERF and NRP are referred to herein as “**Developer**”). All capitalized terms are defined herein or otherwise have such definitions as are set forth in the Industrial Job Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.*, as amended, (the “**Act**”). The City and Developer are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

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

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

WHEREAS, pursuant to the Act, the City, by Ordinance No.’s 3775-11, 3776-11 and 3777-11 adopted by the City Council on December 19, 2011 the City amended the boundaries of the Loves Park Corporate Center Redevelopment Project Area; and

WHEREAS, pursuant to the Act, the City, by Ordinance No. 4197-18 adopted by the City Council on April 2, 2018 the City amended the boundaries of the Loves Park Corporate Center Redevelopment Project Area; and

WHEREAS, Developer owns certain real estate (“**Property**”) within the Loves Park Corporate Center Redevelopment Project Area, with said Property depicted and legally described in **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, in order to promote and attract development of the Property, the Developer will need to incur costs for certain infrastructure improvements, site preparation, public utilities and other eligible “**Redevelopment Project Costs**”, as that term defined in the Act for the benefit of the Property (“**Developer Project**”); and

WHEREAS, Developer has represented to the City that, but for tax increment financing, the Developer 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 acknowledges that the Property is currently zoned industrial and that any portion of the Property developed for residential use shall be removed from the Redevelopment Project Area and shall not be eligible for tax increment financing incentives and the ad valorem taxes generated therefrom shall not be included in the Developer Property Increment as hereinafter defined.

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

SECTION I
INCORPORATION OF RECITALS

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

SECTION II
REPRESENTATIONS AND WARRANTIES

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

- (a) Developer is a duly organized and existing corporation in good standing under the laws of the State of Illinois;
- (b) No litigation or proceedings are pending, or to the 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) materially affect the operation or financial condition of Developer;

- (c) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, and will not, upon giving of notice or lapse of time, or both, constitute a breach or default or "event of default" under any other agreement to which Developer is a party to or by which it may be bound;
- (d) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein;
- (e) Developer is the fee simple legal title owner of the Property;
- (f) Developer agrees to pay all costs associated with the Developer Project as set forth in this Agreement, directly or indirectly, and to indemnify and hold the City harmless therefrom; and
- (g) The above representations and warranties are made in addition to all other representations and warranties made throughout this Agreement.

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

SECTION III **DEVELOPER'S OBLIGATIONS**

3.1 **Development in General.** Developer must complete the extension of Squaw Valley Drive south to Rock Valley Parkway prior to December 31, 2025 ("**Squaw Valley Project**") as described in "**Exhibit B**". All improvements relating to the Developer Project shall comply with all federal, state and local regulations, codes, ordinances and laws of general applicability (collectively, the "**Legal Requirements**"). Any and all construction is subject to the City's typical review and approval process for other development and construction projects occurring throughout the City.

3.2 **Real Estate Taxes.** Developer shall pay all Real Estate Tax Bills when due and payable for property it owns.

3.3 **Eligible Redevelopment Project Costs.** The "**Developer's Eligible Redevelopment Project Costs**" are those Redevelopment Project Costs incurred and paid by Developer for the Developer Project for which the Developer shall be reimbursed to the extent TIF funds are available in accordance with Section IV of this Agreement and further limited by the amount identified for each particular line item identified in "**Exhibit C**" with no reimbursement for those Redevelopment Project Costs allowed by the Act which are not identified therein. Amounts set forth in "**Exhibit C**" cannot be shifted or re-allocated among different line items, other than as noted in "**Exhibit C**", without the express written approval of the City.

3.4 **Use of Property.** The Property shall be utilized in a manner consistent with industrial and manufacturing purposes as well as other permissible uses identified in or allowed by the Act and the Redevelopment Plan.

SECTION IV
TAX INCREMENT FINANCING (“TIF”)

4.1 **Available Developer Property Increment.** For the purposes of this Agreement, the term “**Developer Property Increment**” means one hundred percent (100%) of that portion of the ad valorem taxes (exclusive of amounts collected pursuant to any Special Service Area formed), if any, arising from the taxes levied upon those subdivided real estate lots (which includes taxes levied against improvements thereon) which are a part of the Property upon which a building is constructed and an occupancy permit granted thereto, prior to January 1, 2034 (“**Improved Parcels**”), which taxes are actually collected and which are attributable to the increases in the then current equalized assessed valuation (“**EAV**”) of the Improved Parcels over and above the total initial EAV of the Improved Parcels as determined by the Winnebago County Clerk pursuant to the Act, and further in accordance with this Agreement, and which includes any replacement, substitute or amended taxes. For the purposes of this Agreement, “**Available Developer Property Increment**” means the sum equal to 60% of Developer Property Increment. The aggregate amount of Available Developer Property Increment paid to Developer shall not exceed Five Million and 00/100s Dollars (\$5,000,000.00).

4.2 **Available Non-Developer Property Increment.** For the purposes of this Agreement, the term “**Non-Developer Property Increment**” means one hundred percent (100%) of the funds deposited in the Loves Park Corporate Center’s Special Tax Allocation Fund which are derived from those properties described in “**Exhibit D**” (“**Non-Developer Properties**”), less those amounts previously obligated to be paid to other parties pursuant to existing redevelopment agreements. For the purposes of this Agreement, “**Available Non-Developer Property Increment**” means the annual sum equal to the lesser of: (1) a sum equal to 80% of Non-Developer Property Increment; or (2) One Hundred Twenty Thousand and 00/100ths (\$120,000.00). The aggregate amount of Available Non-Developer Property Increment paid to Developer shall not exceed Three Hundred and Sixty Thousand and 00/100s Dollars (\$360,000.00).

4.3. **Reimbursement to Developer.** The City will reimburse the Developer for Developer’s Eligible Redevelopment Project Costs from the Available Developer Property Increment and Available Non-Developer Property Increment, provided that the Available Non-Developer Property Increment will only be utilized for those Developer’s Eligible Redevelopment Project Costs associated with the design, engineering and construction of the Squaw Valley Project and any future extension of water and sewer along Chucks Way and North Bell School Road that is required to improve that part of the Property located at the northwest corner of Chucks Way and North Bell School Road (“**Water Sewer Extension Project**”). Available Developer Property Increment can neither be used for the Squaw Valley Project nor the Water Sewer Extension Project. The first payment of the Available Non-Developer Project Increment will be due within thirty days of the execution of this Agreement with the subsequent payments due on December 1st of each year until the maximum sum of Three Hundred and Sixty Thousand and 00/100s Dollars

(\$360,000.00) referenced in section 4.2 above is paid from Available Non-Developer Property Increment.

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

4.5 **Restrictions on Assignment:** Unless otherwise expressly permitted in this section, Developer shall not assign any of their rights and obligations under this Agreement without the express prior written consent of the City, which consent shall not be unreasonably withheld. In the event of a sale of any of the Property to a third party, the Developer shall be allowed to assign to said purchaser the Available Developer Property Increment which is derived from the portion of the Property sold by Developer to said third party, provided that the City shall not be required to prorate any calendar year between the assignor and assignee. Any assignment approved under this Section 4.5 shall be subject to the conditions and restrictions relating to payment as set forth in this Agreement and will be deducted from the Available Developer Property Increment otherwise available herein as set forth in Exhibit C attached hereto.

4.6 **Obligations of City: The obligations contained within this Agreement are not Full and Faith and Credit obligations of the City.** The City will have no obligation to issue any Notes or Bonds. All payment obligations on the part of the City contained in this Agreement are contingent upon the receipt of funds equal to the Available Developer Tax Increment and Available Non-Developer Tax Increment into the Special Tax Allocation Fund by the City prior to December 31, 2034. and further subject to the provisions of the Act.

SECTION V COMPLIANCE WITH LAW

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

SECTION VI INSURANCE DURING TERM OF AGREEMENT

Prior to commencement of a portion or all of the Developer Project, the Developer shall procure, at the Developer's cost and expense, and shall maintain in full force and effect until each and every obligation of the Developer contained in this Agreement has been fully paid or performed, a policy or policies of general commercial comprehensive liability insurance with

limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under each such policy to be not less than \$1,000,000 for each occurrence and including automobile insurance coverage. All such policies shall protect the Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Developer Project or the improvements or the construction and improvement thereof. Developer agrees to defend, indemnify and hold harmless City for any liability other than that resulting solely from a negligent act of the City.

SECTION VII **DEFAULT REMEDIES**

7.1 **Defaults/Remedies:** If, subject to section 7.2, either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, such Party shall, upon written notice from the other Party, proceed to cure or remedy such default or breach within thirty (30) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said thirty (30) day period and the defaulting party commences to cure the default within said thirty (30) day period and proceeds with due diligence to cure the same, such party shall not be deemed to be in default under this Agreement. In the case of a City default, the Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer which is not cured within a reasonable time, the City will be under no obligation to make the payments to the Developer identified in Section IV.

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

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

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

SECTION VIII
PERFORMANCE

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

8.2 **Permitted Delays.** Neither City nor Developer shall be considered in breach of its obligations with respect to the commencement and completion of the Developer Project or provision of tax increment financing, because of the impossibility of performance or the limitations of Illinois law, or in the event of delay in the performance of such obligations due to unforeseeable causes beyond such Party's control and without such Party's fault or negligence, including any delays due to court order, acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, embargoes, economic exigencies, shortages of labor or materials and severe weather or delays of subcontractors due to such causes. Subject to the limitations and restrictions of the Act, the time for the performance of the obligations shall be extended for the period of the enforced delay if City or Developer, as the case may be, seeking the extension shall notify in writing the other within twenty (20) days after the beginning or any such delay and shall use diligence in attempting to complete performance of its obligations.

SECTION IX
GENERAL

9.1 **Drafter Bias:** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of whom are represented by independent counsel, and that this Agreement is a result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the Parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

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

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

9.4 **Survival of Provisions:** If any of the provisions of this agreement are found to be invalid pursuant to any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however the remainder of this instrument and any other application of such provision shall not be affected thereby.

9.5 **Use of Headings:** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

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

9.7 **Defaults:** In the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that each Party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof and such costs will not be chargeable as an element of damage for recovery by the prevailing Party.

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

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

If to Developer: Charles Thomas
4175 McFarland Road
Loves Park, Illinois 61111

With Developer's copy to: Hinshaw & Culbertson
c/o Charles Thomas
100 Park Avenue
Rockford, Illinois 61101

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

With City's copy to: Allen Galluzzo Hevrin Leake, LLC
Attn: Attorney Gino Galluzzo
6735 Vistagreen Way, Suite 110
Rockford, IL 61107

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier or by certified mail, return receipt requested, with proof of delivery thereof. Mailed Notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

9.10 **Counterparts:** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

9.11 **Previous Agreements:** The foregoing is the agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiation between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void.

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

EAST RIVERSIDE FARMS, INC.
An Illinois Corporation

By: _____

Charles F . Thomas, President

CITY OF LOVES PARK,
an Illinois Municipal Corporation

By: _____

Gregory Jury, Mayor

NORTH RIVERSIDE PARTNERS, L.L.C.
An Illinois Limited Liability Company

By: _____

Charles F. Thomas, its Authorized Manager

ATTEST:

Robert Burden, City Clerk

**EXHIBIT A
DEVELOPER PROPERTY AND LEGAL DESCRIPTION OF
“PROPERTY”**

Current Taxpayer of Record	2019 PIN	Land Use	Acres (WinGIS)
North Riverside Partners	08-35-379-003	Vacant	5.17
North Riverside Partners	08-35-383-002	Vacant	2.01
North Riverside Partners	12-02-126-012	Vacant	12.63
East Riverside Development Company	12-02-178-003	Vacant	1.25
East Riverside Development Company	12-02-178-005	Vacant	6.08
East Riverside Development Company	12-02-178-010	Vacant	2.25
East Riverside Development Company	12-02-179-004	Vacant	0.90
East Riverside Development Company	12-02-179-005	Vacant	0.88
East Riverside Development Company	12-02-179-006	Cell Tower	0.03
East Riverside Development Company	12-02-179-008	Cell Tower	0.01
Totals	10		31.21

PIN 12-02-179-004, 12-02-179-005, 12-02-179-006, 12-02-179-008

Legal Description:

Lots Eighteen (18), Nineteen (19) and Out Lot A as designated upon Rockcut Business Park Plat No. 5, 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, the plat of which is recorded in Book 45 of plats on page 117 in the Recorder’s Office of Winnebago County, Illinois; ALSO, Beginning at a point on the West line of Lot Eleven (11) as designated upon Rockcut Business Park Plat No. 4, the plat of which is recorded in Book 41 of Plats on page 30A in said Recorder’s Office, a distance of 16.58 feet North of the Southwest corner of said Lot; thence South along the West line of said Lot a distance of 16.58 feet; thence West along the North line of Out Lot A of Rockcut Business Park Plat No. 5 a distance of 24.27 feet; thence North a distance of 17.27 feet; thence East 24.43 feet to the place of beginning; Situated in the County of Winnebago and State of Illinois.

PIN 12-02-178-005

Legal Description:

Part of the Northwest Quarter (1/4) of Section 2, Township 44 North, Range 2 East of the Third Principal Meridian bounded and described as follows to-wit: Beginning at the Northwest Corner of Lot Thirteen (13) as designated upon Rockcut Business Park Plat No. 4, the plat of which is recorded in Book 41 of plats on page 30A in the Recorder’s Office of Winnebago County, Illinois; thence South 00 degrees 48 minutes 38 seconds West along the West line of Lot Thirteen (13) and Lot Twelve (12) a distance of 592.47 feet; thence North 89 degrees 11 minutes 22 seconds West a distance of 484.43 feet more or less to the East right of way line for Galleria Drive; thence Northwesterly along the East right of way line for Galleria Drive a distance of 434.3 feet more or less to the Southwest corner of Lot Four (4) as designated upon Rockcut Business Park, the plat of which is recorded in Book 40 of plats on page 14A in the Recorder’s

Office of Winnebago County, Illinois; thence South 89 degrees 11 minutes 22 seconds East along the South line of said Lot Four (4) and said line extended, a distance of 208.05 feet; thence North 00 degrees 48 minutes 38 seconds East a distance of 159.02 feet to the Southwest corner of Lot Fifteen (15) as designated upon aforesaid Rockcut Business Park Plat No. 4; thence South 89 degrees 11 minutes 22 seconds East along the South line of said Lot Fifteen (15) and Lot Fourteen (14) a distance of 303.38 feet to the Place of beginning. Situated in the County of Winnebago and State of Illinois.

PIN 12-02-178-010

Legal Description:

Lot Thirteen (13) as designated upon Rockcut Business Park Plat 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, the plat of which is recorded in Book 41 of plats on page 30A in the Recorder's Office of Winnebago County, Illinois, EXCEPTING THEREFROM the South 148.90 feet; Situated in the County of Winnebago and State of Illinois.

PIN 08-35-383-002

Legal Description:

Lot Two Hundred Sixty-eight (268) as designated upon Plat No. 12 of Kings Acres Subdivision, being a subdivision of part of the Southwest Quarter (1/4) of Section 35, Township 45 North, Range 2 East of the Third Principal Meridian and a Re-Plat of Lots 147, 148 and Thomas Drive, Plat of Kings Acres Subdivision, Plat No. 6, the plat of which is recorded in Book 44 of plats on page 91B in the Recorder's Office of Winnebago County, Illinois; Situated in the County of Winnebago and State of Illinois.

PIN 12-02-178-003

Legal Description:

Lot Fifteen (15) as designated upon Rockcut Business Park Plat 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, the plat of which is recorded in Book 41 of plats on page 30A in the Recorder's Office of Winnebago County, Illinois; Situated in the County of Winnebago and State of Illinois.

PIN 12-02-126-012, PIN 08-35-379-003

Legal Description:

Part of the Northwest Quarter of Section 2, Township 44 North, Range 2 East of the Third Principal Meridian and part of the Southwest Quarter of Section 35, Township 45 North, Range 2 East of the Third Principal Meridian; Beginning at the Southeast corner of Lot Three (3) as designated upon the Plat of Rock Cut Business Park, the plat of which is recorded in Book 40 of Plats on page 14A in the Recorder's Office of Winnebago County, Illinois; thence North 00 degrees 18' 20" West along the East line of said Lot Three (3), a distance of 250.12 feet to the South line of Out lot 1 as designated upon Kings Acres Subdivision Plat No. 5, the plat of which

is recorded in Book 41 of Plats on page 160B in said Recorder's Office; thence North 89 degrees 41' 40" East along the South line of said Out lot 1 a distance of 142.83 feet more or less to the Southeast corner of said Out lot 1; thence North 20 degrees 25' 24" East along the East line of said Out lot 1 a distance of 33.76 feet; thence Northeasterly along the East line of said Out lot 1, being along a circular curve to the left having a radius of 500.00 feet, the center of which falls to the Northwest, to the Southeast corner of Squaw Valley Drive as designated upon the Final Plat of Kings Acres Subdivision Plat No. 9, the plat of which is recorded in Book 43 of Plats on page 102 in said Recorder's Office, the chord across said curved course bears North 10 degrees 22' 55" East a distance of 196.0 feet more or less; thence North 00 degrees 54' 47" West along the East Right of Way line of said Squaw Valley Drive, a distance of 775.79 feet more or less to the Southwest corner of the Final Plat of Squaw Valley Duplexes, the plat of which is recorded in Book 49 of Plats on page 139B in said Recorder's Office; thence North 89 degrees 05' 14" East along the South line of Lot Six (6) of said Final Plat of Squaw Valley Duplexes, a distance of 140.00 feet; thence North 00 degrees 54' 47" West along the East line of said Final Plat of Squaw Valley Duplexes a distance of 558.12 feet to the Northeast corner of Lot One (1) of said Final Plat of Squaw Valley Duplexes; thence Northeasterly along the Southerly Right of Way line of Chuck's Way as designated upon Plat No. 12 of Kings Acres Subdivision, the plat of which is recorded in Book 44 of Plats on page 91B in said Recorder's Office, being along a circular to left having a Radius of 1530 feet, the center of which falls to the North, the chord across said curved course bears North 83 degrees 29' 12" East a distance of 157.58 feet; thence Northeasterly along the South Right of Way line of said Chuck's Way being along a circular curve to right having a Radius of 1470 feet, the center of which falls to the Southeast, the chord across said curved course bears North 84 degrees 32' 56" East a distance of 205.79 feet; thence North 88 degrees 33' 45" East, along said South Right of Way line, a distance of 49.95 feet to the West Right of Way line of Bell School Road; thence South 00 degrees 53' 51" East, along the West Right of Way line of Bell School Road a distance of 184.22 feet; thence South 09 degrees 37' 15" West, along the West Right of Way line of Bell School Road, a distance of 407.81 feet; thence South 00 degrees 18' 20" East, along the West Right of Way line of Bell School Road, a distance of 1020.28 feet more or less to the Northeast corner of Lot Twenty-three (23) as designated upon the Final Plat of Rock Cut Business Park Plat No. 7, the plat of which is recorded in Book 49 of Plats on page 161B in said Recorder's Office; thence South 89 degrees 41' 14" West along the North line of said Lot Twenty-three (23) a distance of 364.91 feet; thence South 66 degrees 20' 36" West along the north line of said Lot Twenty-three (23) a distance of 21.30 feet; thence Southeasterly along the Westerly line of said Lot Twenty-three (23), being along a circular curve to the right having a radius of 330.00 feet, the center of which falls to the Southwest, the chord across said curved course bears South 11 degrees 47' 50" East a distance of 135.64 feet; thence South 00 degrees 15' 23" West along the West line of said Lot Twenty-three (23) a distance of 98.60 feet to the Southwest corner of said Lot Twenty-three (23); thence South 89 degrees 41' 40" West along the North Right of Way line of Rock Valley Parkway a distance of 301.7 feet more or less to the Place of Beginning. Situated in the County of Winnebago and State of Illinois.

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EXHIBIT B

SQUAW VALLEY PROJECT

The Squaw Valley Project is intended to extend Squaw Valley Drive from its southern terminus to intersect with Rock Valley Parkway to the south so that it abuts the western edge of the parcel of land having Parcel Number 12-02-126-013 located at the north-west corner of Rock Valley Parkway and North Bell School Road. The extension of Squaw Valley Drive shall be improved to include the necessary and customary infrastructure improvements typical with roadway extensions including, but not limited to, extension of water, sewer and storm sewer infrastructure, paving and site preparation and restoration.

EXHIBIT C

DEVELOPER ELIGIBLE REDEVELOPMENT PROJECT COSTS WHICH ARE DEVELOPER PROJECT

Developer Eligible Redevelopment Project Costs are limited to the Redevelopment Project Costs, as defined by the Act, which are identified below in the amounts corresponding to each item below.

1. Up to **\$500,000.00** for redevelopment project costs defined in 65 ILCS 5/11-74.6-10(o)(1) to the extent the same relates to costs of surveys, engineering and legal services incurred from appropriately licensed companies and/or individuals.
2. Up to **\$1,500,000.00** for redevelopment project costs defined in 65 ILCS 5/11-74.6-10(o)(3) to the extent the same relates to site preparation costs relating to clearing and grading within or without a redevelopment project area which are essential to the preparation of the redevelopment project area for use in accordance with a redevelopment plan.
3. Up to **\$2,000,000.00** for redevelopment project costs defined in 65 ILCS 5/11-74.6-10(o)(3) to the extent the same relates to the installation and construction of public streets, public utilities and other public site improvements within or without a redevelopment project area which are essential to the preparation of the redevelopment project area for use in accordance with a redevelopment plan. This amount may also include reasonable and customary costs of design and engineering for the installation and construction of public streets, public utilities and other public site improvements provided it is consistent with the redevelopment project costs defined in 65 ILCS 5/11-74.6-10(1).
4. Up to **\$1,360,000.00** for property assembly costs within a redevelopment project area, including but not limited to acquisition of land and other real or personal property or rights or interests therein as defined in 65 ILCS 5/11-74.6-10(o)(2).

With regard to the above:

The amounts allocated to items 1 may be re-allocated to items 2, 3 and 4.

Amounts allocated to item 2 may be allocated to item 3 and 4.

The amounts above total the maximum aggregate amounts which Developer may receive as Available Developer Property Increment and Available Non-Developer Property Increment.

EXHIBIT D

NON-DEVELOPER PROPERTIES

Current Taxpayer of Record	2019 PIN	Acres (WinGIS)
Garnhart	12-02-126-013	2.00
Stoffregen (Flower Shop)	12-02-127-008	1.24
Danfoss 4401 N. Bell School	08-35-400-020	18.52
Danfoss Bell School & Beverage ¹	08-35-400-020	5.59
Danfoss Bell School & Beverage ¹	08-35-400-021	7.61
Totals		34.96

¹ Only that portion of increment not otherwise allocated pursuant to terms of existing redevelopment agreements as may be amended from time to time.

EXHIBIT B
Developer Properties

Loves Park Corporate Center Chuck Thomas RDA Parcels

1. 12-02-179-004 East Riverside Dev. Co.
2. 12-02-179-005 East Riverside Dev. Co.
3. 12-02-179-006 East Riverside Dev. Co. (cell)
4. 12-02-179-008 East Riverside Dev. Co. (cell)
5. 12-02-178-005 East Riverside Dev. Co.
6. 12-02-178-010 East Riverside Dev. Co.
7. 12-02-178-003 East Riverside Dev. Co.
8. 12-02-126-012 North Riverside Partners
9. 08-35-379-003 North Riverside Partners
10. 08-35-383-002 North Riverside Partners

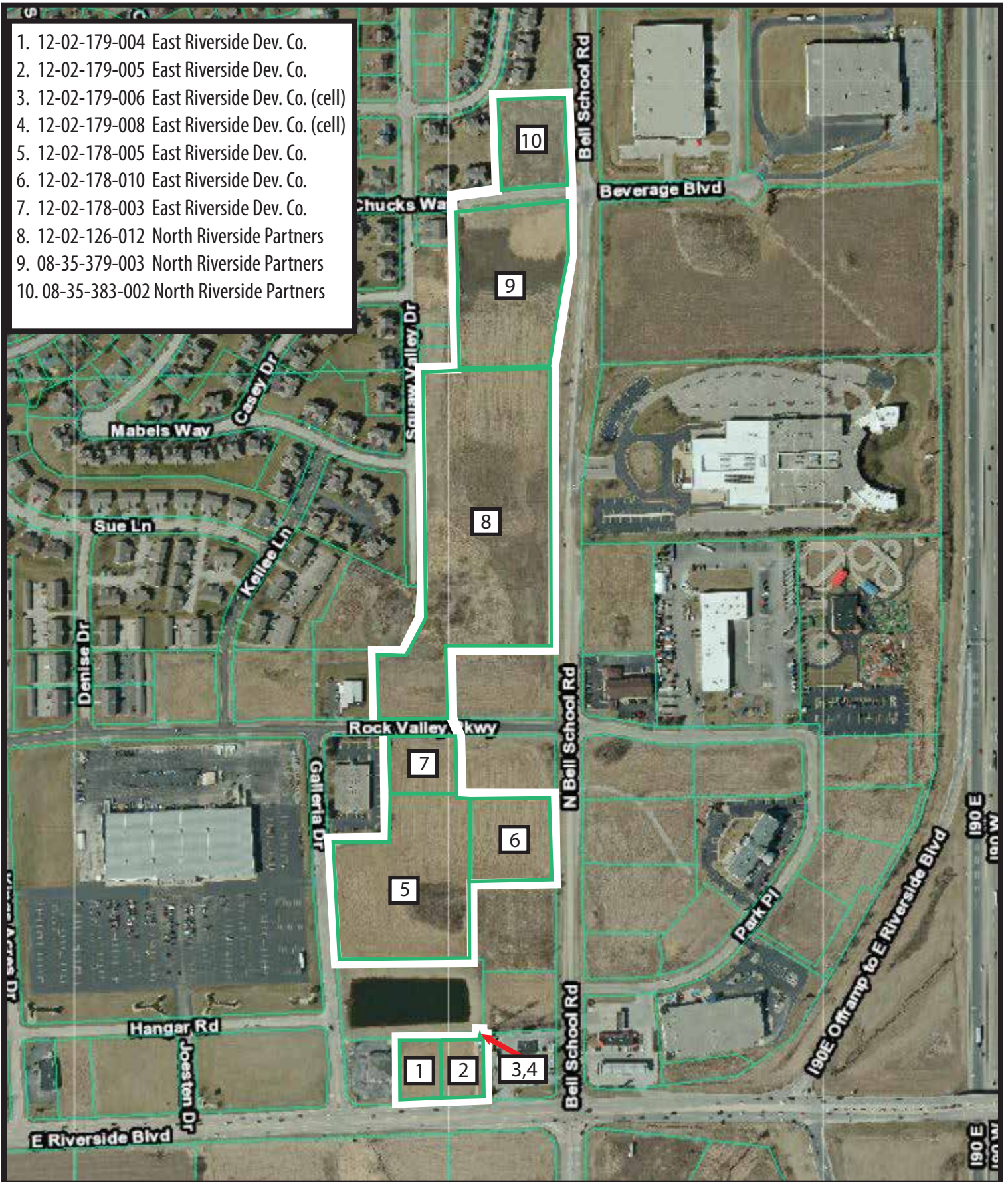


EXHIBIT C
Ordinance Adopting RDA

EXHIBIT "A"
Redevelopment Agreement