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LOVES PARK CITY COUNCIL AGENDA
MONDAY, MARCH 29, 2021- 6 P.M.
CITY COUNCIL CHAMBERS

- I. CALL TO ORDER**

- II. INVOCATION & PLEDGE OF ALLEGIANCE**
 - 1. Invocation given by City Clerk Bob Burden, 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 approving a reduced Liquor License fee payment for businesses with Liquor License class A, D, R-1, R-3, R-4, and F, that will expire April 30, 2022.

XII. ORDINANCES 2ND 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.

XIII. ORDINANCES 1ST READING

1. Ordinance approving a Class B Liquor License for 5905 North Second Street.
2. Ordinance approving a Class B Liquor License for 7490 East Riverside Blvd.
3. Ordinance approving a Class B Liquor License for 5902 Forest Hills Road.
4. Ordinance approving a Class B Liquor License for 5542 East Riverside Blvd.

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 22, 2021

City Hall Council Chambers

In the absence of Mayor Greg Jury, City Clerk Bob Burden called the meeting to order at 6:00 p.m.

Alderman Jacobson moved to appoint Alderman John Pruitt as Temporary Chairman. Second by Alderman Allton. Motion carried. 9 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Frykman, Peterson, Holmes) 1 Present (Alderman Pruitt)

Temporary Chairman Pruitt was seated.

City Treasurer John Danielson opened the meeting with an invocation, followed by the Pledge of Allegiance.

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

Absent: Mayor Greg Jury

Also Present: City Clerk Bob Burden
City Attorney Gino Galluzzo

1. Approve Minutes 03/15/21 The Journal of Proceedings for the regular meeting of March 15, 2021 was approved as submitted by the city clerk on a motion by Alderman Little. Second by Alderman Schlensker. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
2. SEP/Lane Farm Market Request Received a Special Event Permit application from Daniel Lane to conduct a seasonal farm market at 1500 West Lane Road, April 10, 2021 thru October 31, 2021, from 9:00 a.m. to 6:00 p.m. daily. Referred to Alderman Peterson of the Codes and Regulations Committee.
3. SEP/Lane Farm Market Approved Alderman Peterson of the Codes and Regulations Committee moved to approve the Special Event Permit application from Daniel Lane to conduct a seasonal farm market at 1500 West Lane Road, April 10, 2021 thru October 31, 2021, from 9:00 a.m. to 6:00 p.m. daily. Second by Alderman Warden. Motion carried by voice vote.
4. Commerce Commission Hearing Received a notice from the Illinois Commerce Commission of a hearing regarding Commonwealth Edison, to be held March 25, 2021, in the offices of the Commission, Chicago, IL. Placed on file.
5. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated March 15, 2021 in the amount of \$96,610.05, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
6. Water Department Bills Alderman Jacobson presented the Water Department bills dated March 15, 2021 in the amount of \$385,420.04, and moved that they be paid. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)

7. Public Safety Report Alderman Allton presented the Police Department Report dated March 22, 2021; presented the Fire Department Report dated March 19, 2021, to be placed on file.
8. Public Works Report Alderman Schlensker presented the Street Department Report dated March 22, 2021; presented the Water Department Report for March 22, 2021, to be placed on file.
9. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated March 22, 2021, in the amount of \$141,406.52, for consideration at next week's city council meeting; presented the minutes from the committee meeting held March 15, 2021, to be placed on file.
10. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated March 22, 2021, in the amount of \$146,453.79, for consideration at next week's city council meeting.
11. Community Development Alderman Frykman of the Community Development Committee announced that a committee meeting will be held Monday, March 29, 2021 at 6:15 p.m.
12. Water Department To Hire Dorner Co. For Pressure Reducing Valves Maintenance Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that the Water Department Manager is authorized to hire Dorner 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 No. 31-51-4115 (PRV's and booster pumps). Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
RESOLUTION NO. 21-017
13. Additional MFT Funds Appropriated For Route 173 Improvements Alderman Jacobson presented the following resolution and moved for its adoption: **RESOLVED**, that by the adoption of this Resolution, that 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 October 2, 2013. Funds are hereby appropriated and shall be drawn from Account No. 05-00-5000 (Motor Fuel Tax Expenditures). Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
RESOLUTION NO. 21-018
14. ORD 4401-21 Amendment Of Section 6-37(d) Transfer Of Liquor Licenses Alderman Peterson presented for second reading an ordinance amending Section 6-37(d) of the Loves Park Code of Ordinances, regarding the transfer of Liquor Licenses, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
ORDINANCE NO. 4401-21
15. ORD 4402-21 R1 Liquor License For Mi Gordito Alderman Peterson presented for second reading an ordinance providing for an R1 Liquor License for Mi Gordito, 5518 North Second Street, and moved for passage of the ordinance. Second by Alderman Warden. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes)
ORDINANCE NO. 4402-21

16. 1st Reading Alderman Jacobson presented for first reading authorizing the City to enter into a Redevelopment Agreement with East Riverside Farms, Inc., and North Riverside Redevelopment Agreement/East Riverside Farms Inc. Partners, LLC for general development within the Loves Park Corporate center Redevelopment Project Area, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Peterson. Motion carried. 10 Ayes (Aldermen Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Peterson, Holmes) Laid over
17. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Schlensker. Motion carried by voice vote. The meeting was adjourned at 6:16 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: 03/29/2021

Subject: Police Activity Report

Police activity report for the week of 03/14/2021 through 03/20/2021

Calls for Service 563

Total Number of Arrests 231

Accidents 12

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 3/23/2021 8:22:21 AM



Incident Statistics

Zone(s): All Zones | Start Date: 03/16/2021 | End Date: 03/22/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		50	
FIRE		23	
TOTAL		73	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$200,000.00		\$1,000.00	
CO CHECKS			
424 - Carbon monoxide incident		1	
736 - CO detector activation due to malfunction		1	
TOTAL		2	
MUTUAL AID			
Aid Type		Total	
Aid Given		9	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
20		27.4	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:05:31	0:03:59	
Station #2	0:06:16	0:07:28	
AVERAGE FOR ALL CALLS		0:06:32	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:47	0:01:09	
Station #2	0:02:00	0:02:07	
AVERAGE FOR ALL CALLS		0:01:59	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Loves Park FD		19:35	

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.



emergencyreporting.com
Doc Id: 1645
Page # 1 of 1

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

Submitted by: Shannon Messinger
Street Dept. Manager

Week of March 22, 2021 thru March 29, 2021

Previous week's activity:

1. Continued working on trucks and equipment.
2. Plowed snow.
3. Dumped and rinsed plow trucks.
4. Helped the Water Dept. with two main breaks.
5. Finished servicing the street sweeper for the spring cleanup.
6. Filled potholes.

Proposed work:

1. Continue filling potholes.
2. Wash plow trucks.
3. Continue working on equipment and trucks.
4. Help Water Dept. as needed.
5. Start street sweeping weather permitting.
6. Start tree removals weather permitting.

Loves Park Water Department

Weekly Activity Report

Submitted by: Craig McDonald
Department Manager

Date: **3/17/21-3/24/21**

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 5101 North Second St.
6. Repaired main break at North Second St. and Grand Ave.

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. Start repairing curb boxes for meter exchanges.

**CITY OF LOVES PARK
AGENDA
FINANCE & ADMINISTRATION COMMITTEE
MONDAY, MARCH 29, 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 approving a reduced Liquor License fee payment for businesses with Liquor License class A, D, R-1, R-3, R-4, and F, that will expire April 30, 2022.**

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 22, 2021

CALLED TO ORDER: 5:40 P.M.

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

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

MINUTES APPROVAL: March 15, 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. 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.

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

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

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

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

Adjournment: 5:55 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE



AGENDA

City of Loves Park
Community Development Committee Meeting

March 29, 2021

CITY COUNCIL CHAMBERS

6:15 P.M.

100 Heart Boulevard, Loves Park, Illinois 61111

1. Roll call and declaration of a quorum
2. Reading and approval of the minutes from the **March 1, 2021** meeting
3. Report from the Community Development Department – None
4. Unfinished business – None
5. New business –

- A. 919 RIVER LANE** – A Special Use Permit for a dog daycare, training, and grooming establishment in the IL (Light Industrial) Zoning District.

Staff Recommendation: Approval w/ conditions

Conditions

1. The Special Use Permit expires with the discontinuance of the use of the dog daycare, training, and grooming establishment.
2. The Special Use Permit shall be renewed 1 year from the date of approval.
3. Dog Grooming shall not be permitted until the business owner or property owner has brought the building up to code for the use, and all inspections have been approved.
4. 3 Planters filled with live plants shall be placed, and maintained, on the private sidewalk in front of the business. The front half of the building shall be painted.

ZBA Recommendation: Approval, same as above

- B. 6423 WINDSOR ROAD, 4557 MARSH HAWK DRIVE, AND 4503 MARSH HAWK DRIVE (08-34-452-017, 08-34-452-018, 08-34-452-019)** – A Zoning Map Amendment from the CR (Commercial Retail) Zoning District to the R2 (Two-family Residential) Zoning District.

Staff Recommendation: Approval

ZBA Recommendation: Approval

- C. 6423 WINDSOR ROAD, 4557 MARSH HAWK DRIVE, AND 4503 MARSH HAWK DRIVE (08-34-452-017, 08-34-452-018, 08-34-452-019) – A Special Use Permit for a Planned Unit Development containing 9 duplexes and 4 single family dwellings in the R2 (Two-family Residential) Zoning District.**

Staff Recommendation: Approval w/ conditions

Conditions:

1. All dwellings shall be constructed using some combination of brick, stone masonry, and siding.
2. A monument subdivision sign shall be placed at the northeast corner of Marsh Hawk Drive and Perry Ridge Lane. A single subdivision monument sign, allowing vacancy notification and contact number, shall be permitted along Perryville Road within the building setback. Neither sign shall include any LED, or other electronic capabilities. The subdivision signs shall include landscaping, and not be more than 5 feet in height. Signs shall be approved by City Staff before installation.
3. The maintenance of the exterior of the dwellings, landscaping, and land for this Planned Unit Development shall be the responsibility of the land owner.
4. Any changes to the site plan, as presented, shall not affect the character of the development. All changes shall require approval by the City's Zoning Officer as part of an administrative review.
5. The developer shall provide a concrete sidewalk connection along Windsor Road that connects to the existing crosswalk on Perryville Road, a sidewalk along the eastern side of Marsh Hawk Drive, and a sidewalk across the Hilltop Drive frontage.
6. The 25 foot and 22 foot building setback, as presented, for the westerly portion of the development shall be acceptable.

ZBA Recommendation: Approval, same as above.

6. Public participation & comment -

Anyone who wishes to speak regarding a petition shall contact the Zoning Officer 24 hours preceding the scheduled meeting.

7. General discussion
8. Adjournment



Community Development Committee Meeting Minutes

Date of Meeting: March 1, 2021 Start Time: 6:17 PM

Members Present:

Ald Frykman	<input checked="" type="checkbox"/>
Ald Holmes	<input checked="" type="checkbox"/>
Ald Warden	<input checked="" type="checkbox"/>
Ald Allton	<input checked="" type="checkbox"/>

Staff Present:

Andrew Quintanilla	<input type="checkbox"/>
Steve Thompson	<input type="checkbox"/>
Nathan Bruck	<input checked="" type="checkbox"/>
Bob Burden	<input type="checkbox"/>

Others Present:

Mayor Jury	<input type="checkbox"/>
Ald Puckett	<input checked="" type="checkbox"/>
Ald Little	<input checked="" type="checkbox"/>
Ald Pruitt	<input type="checkbox"/>
Ald Schlensker	<input type="checkbox"/>
Ald Jacobson	<input checked="" type="checkbox"/>
Ald Peterson	<input type="checkbox"/>
Gino Galluzzo	<input type="checkbox"/>

Approval of Minutes : Date: January 4, 2021

Motion: Ald. Warden Second: Ald. Allton Vote: 4-0

Old Business: NONE

New Business:

A. 507 Boylston Street - A Zoning Map Amendment from the CG (Commercial General) Zoning District to the R1 (Single Family Residential) Zoning District.

Petitioner: Angela Steadman

Objectors Present:

Yes

<input type="checkbox"/>
<input checked="" type="checkbox"/>

No

Motion to Approve/Deny/Lay Over:

Approve

Vote: 4-0

By:

Ald. Warden

Second:

Ald. Allton

Conditions:

None

Notes/Petitioners:

B. TEXT AMENDMENT - 102-338, D) Permitted Uses, 6) East Riverside Frontage

Petitioner:

City of Loves Park

Objectors Present:

Yes

<input type="checkbox"/>
<input checked="" type="checkbox"/>

No

Motion to Approve/Deny/Lay Over:

Approve

Vote: 4-0

By:

Ald. Warden

Second:

Ald. Allton

Conditions:

None

Notes/Petitioners:

C. TEXT AMENDMENT - 102-338, H) Development Guidelines and Standards, 1) Building Design, A) Exterior Materials.

Petitioner:

City of Loves Park

Objectors Present:

Yes

<input type="checkbox"/>
<input checked="" type="checkbox"/>

No

Motion to Approve/Deny/Lay Over:

Approval

Vote: 4-0

By:

Ald. Warden

Second:

Ald. Allton

Conditions:

None

Notes/Petitioners:

Public Participation and Comment:

General Discussion:

Adjournment:

Motion by:

Ald. Warden

Second:

Ald. Allton

End Time:

6:27 PM

Respectfully submitted by Alderman Chuck Frykman, Chairman of the Community Development Committee

BY ALDERMAN: John Jacobson

RESOLUTION NO:

COMMITTEE: Finance and Administration

DATE: March 29, 2021

Resolved, by the adoption of this Resolution,

That the City of Loves Park is approving a reduced liquor license renewal fee payment for businesses with the following class of liquor license: "A, D, R-1, R-2, R-3, R-4, and F". The reduced renewal fee will be 50% of the required renewal fee for liquor licenses expiring on April 30th of 2022.

MOTION:

SECOND:

Finance and Administration Committee:

Alderman John Jacobson, Chairman

Alderman Mark Peterson

Alderman John Pruitt

Alderman Chuck Frykman

Mayor Greg Jury

ATTEST - Clerk Robert Burden

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.

DRAFT

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

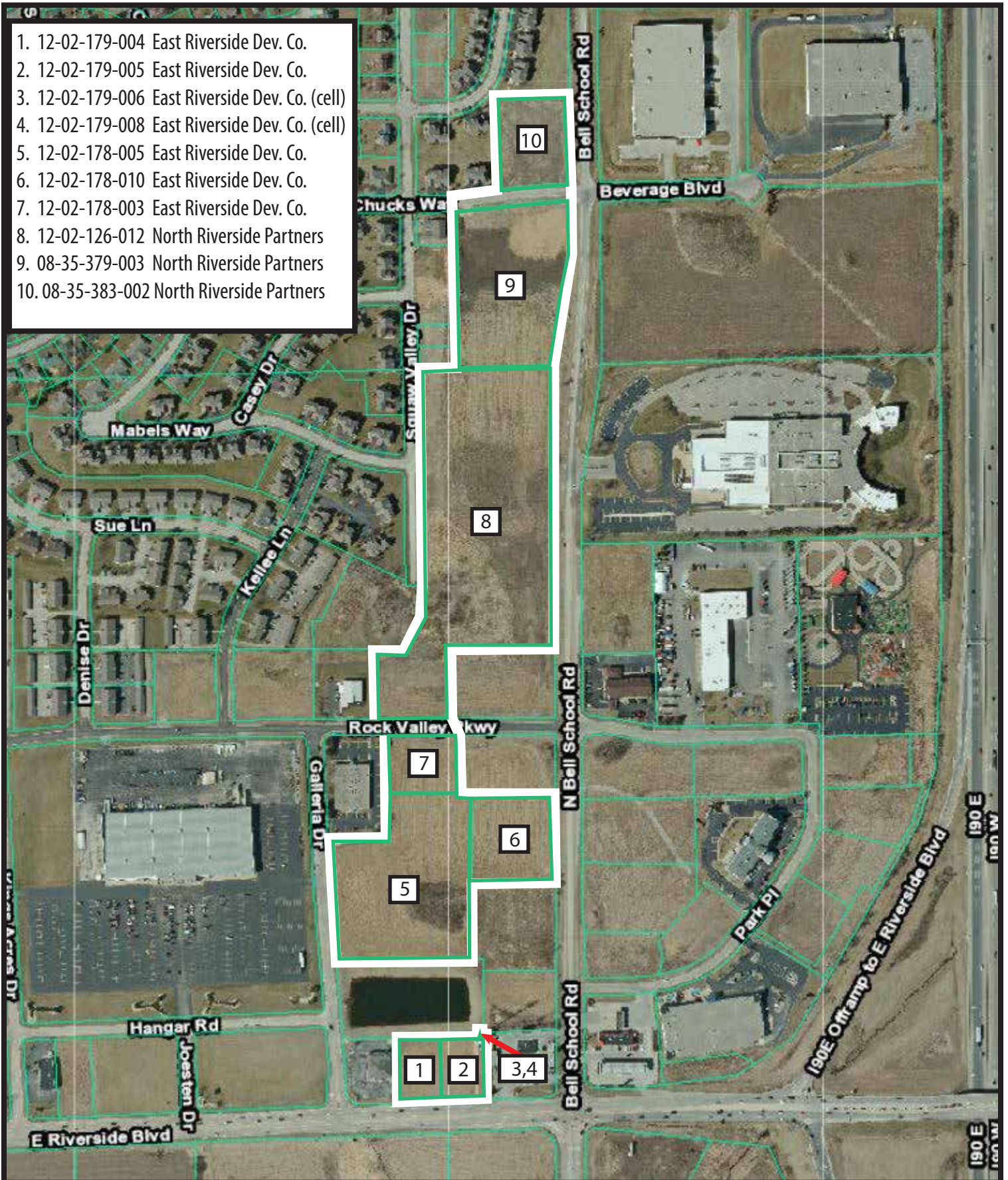


EXHIBIT C
Ordinance Adopting RDA

EXHIBIT "A"
Redevelopment Agreement

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE
LOCATED AT 5905 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 “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises; and

WHEREAS, the City now desires to approve the issuance of a Class “B” liquor license to Jay Chehar Krupa Corporation (“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 5905 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 “B” 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 APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 7490 EAST RIVERSIDE BOULEVARD 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 “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Kelley Williamson Company (“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 7490 East Riverside Boulevard, 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 “B” 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 APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 5902 FOREST HILLS ROAD 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 “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Kelley Williamson Company (“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 5902 Forest Hills Road, 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 “B” 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 APPROVING THE ISSUANCE OF A CLASS “B” LIQUOR LICENSE LOCATED AT 5542 EAST RIVERSIDE BOULEVARD 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 “B” liquor license authorizes the retail sale of packaged alcoholic liquor but not for consumption on the premises; and

WHEREAS, the City now desires to approve the change in liquor license class from a Class “E” to a Class “B” liquor license to Kelley Williamson Company (“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 5542 East Riverside Boulevard, 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 “B” 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.