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**LOVES PARK CITY COUNCIL AGENDA**  
**MONDAY, MAY 10, 2021- 6 P.M.**  
**CITY COUNCIL CHAMBERS**

- I. CALL TO ORDER**
  
- II. INVOCATION & PLEDGE OF ALLEGIANCE**
  - 1. Invocation given by Pastor Dave Aldridge of Bethany Presbyterian, 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/Warden (Ordinances & Licenses)**
  - 5. Community Development/Pruitt (Development, Planning, Zoning, Annexation, Building & Drainage)**
  
- IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

**XI. RESOLUTIONS & MOTIONS**

- 1. Resolution authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with the Northern Illinois Land Bank Authority.**
- 2. Resolution authorizing the City of Loves Park to enter into a Redevelopment Agreement with Marcus Smith Insurance and Financial Service, Inc., relating to the North Second Street TIF Redevelopment Project Area.**
- 3. Resolution authorizing the City of Loves Park to enter in a Redevelopment Agreement with EZ Dinners, Inc., relating to the North Second Street TIF Redevelopment Project Area.**
- 4. Resolution authorizing the City of Loves Park to accept donations from the public to help offset the total project cost for a mural to be located in Loves Park.**

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

- 1. Ordinance providing for a Special Use Permit for an indoor baseball and softball academy with batting cages at the property known as 8185 Commerce Drive.**

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

- 1. Ordinance providing for a Variance for the property known as 5615 Jensen Drive.**

**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, May 3, 2021

City Hall Council Chambers

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

Alderman John Pruitt opened the meeting with an invocation, followed by the Pledge of Allegiance.

Present: Mayor Gregory Jury

Aldermen John Pruitt, Jim Thompson, A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, John Jacobson, Jim Puckett, Dan Jacobson

Absent: Alderman Mark Peterson

Also Present: City Clerk Bob Burden  
City Attorney Gino Galluzzo

1. Approve Minutes 04/26/21 The Journal of Proceedings for the regular meeting of April 26, 2021 was approved as submitted by the city clerk on a motion by Alderman Schlensker. Second by Alderman Allton. Motion carried. 7 Ayes (Aldermen Pruitt, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett) 2 Present (Aldermen Thompson, Dan Jacobson) 1 Absent (Alderman Peterson)
2. Commerce Commission Hearing Received a notice from the Illinois Commerce Commission of a hearing regarding Commonwealth Edison, to be held May 12, 2021, in the offices of the Commission, Chicago, IL. Placed on file.
3. VFW Police Officers Of The Year Mayor Jury welcomed Police Chief Chuck Lynde to the council meeting, and he announced the VFW 2020 Police Officer of the Year recipients. Police Officers Kaitlin Werle, Brady Bailey and Cody Polizzi were honored for their heroic actions in response to the December 26, 2020 shooting at Don Carter Lanes.
4. General Fund Bills Alderman Jacobson presented the General Fund and all other bills dated April 26, 2021 in the amount of \$356,002.91, and moved that they be paid. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Pruitt, Thompson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson) 1 Absent (Alderman Peterson)
5. Water Department Bills Alderman Jacobson presented the Water Department bills dated April 26, 2021 in the amount of \$109,131.67, and moved that they be paid. Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Pruitt, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson) 1 Absent (Alderman Peterson)
6. Public Safety Report Alderman Allton presented the Police Department Report dated May 3, 2021; presented the Fire Department Report dated April 28, 2021, to be placed on file.
7. Public Works Report Alderman Schlensker presented the Street Department Report dated May 3, 2021; presented the Water Department Report for May 3, 2021, to be placed on file.
8. Finance and Administration Committee Alderman Jacobson of the Finance and Administration Committee presented the General Fund and all other bills dated May 3, 2021, in the amount of \$110,677.62, for consideration at next week's city council meeting; presented the minutes from the committee meeting held April 26, 2021, to be placed on file.

9. Public Works Committee Alderman Schlensker of the Public Works Committee presented the Water Department list of bills dated May 3, 2021, in the amount of \$243,935.39, for consideration at next week's city council meeting.
10. Community Development Alderman Pruitt of the Community Development Committee presented the minutes of the committee meeting held April 26, 2021, to be placed on file.
11. Opposing LGDF Revenue Reduction Alderman Jacobson presented a Resolution by the City of Loves Park, Illinois Opposing reductions to the Local Government Distributive Fund by the State of Illinois and authorizing the Mayor to sign a letter to the Governor on behalf of the City requesting the State maintain or increase that funding. **WHEREAS**, Municipalities provide fundamental and important services to their residents including, but not limited to, public safety services, transportation infrastructure, community health services, human services, parks and recreation opportunities and election administration; and **WHEREAS**, the State of Illinois has a long-standing tradition of helping to support these local services through the collection and distribution of tax revenues on behalf of Municipalities; and **WHEREAS**, Municipalities rely on these shared revenues in order to invest in services that residents cannot, and should not, do without; and **WHEREAS**, these shared revenues are the result of a good faith historical partnership between the state and county governments in Illinois; and **WHEREAS**, since the State Income Tax was adopted in 1969, the state has shared a percentage of total income tax collections through the Local Government Distributive Fund ("LGDF") with Municipalities and municipalities in recognition that local governments are essential service providers for Illinois residents who live, work and play at the local level; and **WHEREAS**, Governor JB Pritzker has proposed that the State Fiscal Year (SFY) 2022 State Budget include a 10% reduction in the amount of LGDF revenue distributed to Municipalities; and **WHEREAS**, this revenue reduction is being proposed at a time when Municipalities are already expending additional funds on the COVID-19 emergency response. **NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the City Council of the City of Loves Park, County of Winnebago and County of Boone, Illinois, that by the adoption of this resolution, that the Mayor and the City Council hereby agree as follows:
1. The City urges the General Assembly and the Governor to protect and preserve existing levels of LGDF revenue and any other state-collected local government revenues that are shared with counties to provide appropriate levels of service to their residents.
  2. The City authorizes the Mayor to sign, on the City's behalf, the letter to Governor Pritzker attached hereto as Exhibit A, asking for revisions to the State of Illinois budget that will maintain or increase LGDF to Municipalities.
- Second by Alderman Schlensker. Motion carried. 9 Ayes (Aldermen Pruitt, Thompson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson) 1 Absent (Alderman Peterson)
- RESOLUTION NO. 21-036**
12. 1<sup>st</sup> Reading  
SUP For 8185  
Commerce Drive Alderman Pruitt presented for first reading an ordinance providing for a Special Use Permit for an indoor baseball and softball academy with batting cages for the property known as 8185 Commerce Drive, and moved to waive the reading of the ordinance as all aldermen have been provided copies. Second by Alderman Warden. Motion carried. 9 Ayes (Aldermen Pruitt, Thompson, Holmes, Schlensker, Allton, Warden, John Jacobson, Puckett, Dan Jacobson) 1 Absent (Alderman Peterson) Laid over
13. Adjourn Alderman Jacobson moved that the meeting be adjourned. Second by Alderman Allton. Motion carried by voice vote. The meeting was adjourned at 6:13 p.m.

**APPROVED:**

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



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

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

To: Alderman Doug Allton

From: Chief Charles Lynde

Date: 05/10/2021

Subject: Police Activity Report

Police activity report for the week of 04/25/2021 through 05/01/2021

Calls for Service 454

Total Number of Arrests 157

Accidents 11

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 5/6/2021 12:30:09 PM



## Incident Statistics

Zone(s): All Zones | Start Date: 04/27/2021 | End Date: 05/03/2021

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		56	
FIRE		24	
<b>TOTAL</b>		<b>80</b>	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
<b>TOTAL</b>			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
<b>TOTAL</b>			
MUTUAL AID			
Aid Type		Total	
Aid Given		12	
Aid Received		5	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
22		27.5	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station #1	0:04:52	0:05:18	
Station #2	0:06:15	0:06:38	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:06:00</b>	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station #1	0:01:44	0:02:24	
Station #2	0:02:20	0:01:46	
<b>AVERAGE FOR ALL CALLS</b>		<b>0:01:50</b>	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Loves Park FD	17:20		

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: David Jacobson  
Public Works Foreman

Week of May 3, 2021 thru May 10, 2021

**Previous week's activity:**

1. Continued street sweeping.
2. Mow all areas
3. Continued working on trucks.
4. Removed all snow equipment from trucks
5. Filled potholes.
6. Repaired yard damage from snow plowing

**Proposed work:**

1. Continue street sweeping.
2. Truck repairs
3. Continue mowing.
4. Start removing sidewalks for replacement program.
5. Fill potholes as needed.
6. Forklift training/safety meeting

# Loves Park Water Department

## Weekly Activity Report

Submitted by: Craig McDonald  
Department Manager

Date: **4/26/21-5/3/21**

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. Repaired service leak at 4901 N. Second St.
5. Repaired service leak at 5448 Pebble Creek Trail.
6. Continue flushing Zone 5.
7. Reinstalled VFD at well #6
8. Finished Replacement and maintenance on multiple PRV's

Work anticipated for this week:

1. Routine work
2. Complete S.C.A.D.A. radio upgrades at all facilities.
3. Continue replacing large commercial meters and install ERT'S.
4. Continue Flushing Zone 5

**CITY OF LOVES PARK  
AGENDA  
FINANCE & ADMINISTRATION COMMITTEE  
MONDAY, MAY 10, 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 Mayor to sign an Intergovernmental Cooperation Agreement with the Northern Illinois Land Bank Authority.**
- B. Resolution authorizing the City of Loves Park to enter into a Redevelopment Agreement with Marcus Smith Insurance and Financial Service, Inc., relating to the North Second Street TIF Redevelopment Project Area.**
- C. Resolution authorizing the City of Loves Park to enter into a Redevelopment Agreement with EZ Dinners, Inc., relating to the North Second Street TIF Redevelopment Project Area.**
- D. Resolution authorizing the City of Loves Park to accept donations from the public to help offset the total project cost for a mural to be located in Loves Park.**

**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: May 3, 2021

CALLED TO ORDER: 5:40 P.M.

MEMBERS PRESENT: Aldermen John Jacobson, Jim Puckett, John Pruitt

ABSENT: Alderman Mark Peterson

ALSO PRESENT: Attorney Gino Galluzzo, Aldermen A. Marie Holmes, Robert Schlensker, Doug Allton, Nancy Warden, Dan Jacobson, James Thompson  
Treasurer John Danielson, Chief Wiltfang, Chief Lynde

MINUTES APPROVAL: April 26, 2021

Alderman Pruitt moved to approve minutes. Second by Alderman Puckett.  
Motion carried. 3 Ayes – 0 Nays

ITEMS FOR CONSIDERATION

1. List of Bills: No questions or concerns.
2. Items for consideration.
3. Resolution opposing reductions to the Local Government Distributive Fund by the State of Illinois and authorizing the Mayor to sign a letter to the Governor.

Alderman Pruitt moved to approve. Second by Alderman Puckett.  
Motion carried. 3 Ayes – 0 Nays

4. General Discussion.

5. Adjournment.

Alderman Pruitt moved for adjournment. Second by Alderman Puckett.  
Motion carried. 3 Ayes – 0 Nays

Adjournment: 5:42 P.M.

RESPECTFULLY SUBMITTED: ALDERMAN JOHN JACOBSON OF THE FINANCE COMMITTEE

**City of Loves Park**  
**Finance & Administration**

By Alderman Jacobson

Resolution No.

Date: May 10, 2021

Department: Finance & Administration

**Resolved by the adoption of this resolution,** Mayor Gregory Jury is authorized to sign an Intergovernmental Cooperation Agreement with the Northern Illinois Land Bank Authority (NILBA) to authorize the NILBA and its counsel to file and prosecute, on the City's behalf, petitions for a declaration of abandonment, or in the alternative, demolition or repair authority. Attached to this resolution is a copy of the Intergovernmental Agreement with the Northern Illinois Land Bank Authority.

\_\_\_\_\_  
Gregory Jury – Mayor

\_\_\_\_\_  
Ald. John Jacobson - Chairman

\_\_\_\_\_  
Ald. Mark Peterson – Vice Chairman

\_\_\_\_\_  
Ald. Jim Puckett

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

\_\_\_\_\_  
Ald. John Pruitt

Motion:

Second:

Voting:

# INTERGOVERNMENTAL AGREEMENT

## Between the Northern Illinois Land Bank Authority and the City of Loves Park for the Acquisition of Certain Properties Through Abandonment Proceedings

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into between the Northern Illinois Land Bank Authority (“NILBA”) and the City of Loves Park, an Illinois municipal corporation (“City”) (collectively, “Parties”), and shall commence on the date that the last signatory executes this IGA (“Effective Date”).

### Recitals

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, NILBA is an intergovernmental agency formed by numerous Boone County, Stephenson County, and Winnebago County municipalities, including the City, to assist in the redevelopment and neighborhood stabilization efforts of its member municipalities; and

WHEREAS, NILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the City and surrounding municipalities;

WHEREAS, the City is an Illinois municipal corporation authorized to acquire, manage, and convey real property in order to facilitate the redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, authorizes the City to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively “Abandonment Proceedings”), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, NILBA is authorized to exercise the statutory authority of its member communities to take removal action, lien property, foreclose on liens, and petition a circuit court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual member community; and

WHEREAS, the City and NILBA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the City and NILBA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to File and Prosecute Abandonment Petitions: The City authorizes and engages NILBA and its counsel to file and prosecute, on its behalf, petition(s) for a declaration of abandonment (pursuant to 65 ILCS 5/11-31-1(d)), or in the alternative, demolition, or repair authority (pursuant to 65 ILCS 5/11-31-1(a)) (“Petition”) on parcels agreed upon by written agreement of the Parties’ Contacts, as defined herein.

3. Costs: So long as a Parcel is eligible for a declaration of abandonment, NILBA shall pay for all fees, including attorneys’ fees and court costs, required to file and prosecute the Petition filed under this Agreement.

4. Title to Abandoned Parcels: If the City obtains a judicial deed to a Parcel as a result of a declaration of abandonment under this Agreement, the City agrees to immediately convey fee simple title to the Parcel to NILBA by quit claim deed for management and disposition in accordance with the terms of the NILBA policies. The City will convey such Parcels to NILBA because the Parcels are not necessary, appropriate, required for the use of, or profitable to the City and conveyance to NILBA is in the best interests of the City as NILBA works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties.

5. Authorization to Sign Quit Claim Deeds and Other Documents: Upon approval of this IGA by the City, the Mayor and City Clerk are authorized and directed to execute and deliver any and all documents necessary to implement the provisions, terms, and conditions of this IGA, including any quit claim deeds from the City to NILBA for abandonment Parcels.

6. Management of Abandoned Parcel: NILBA shall manage and dispose of abandonment Parcels in accordance with the NILBA by-laws and policies and in consultation with the City Contact, as defined herein.

7. Proceeds of Future Sale: NILBA shall be entitled to all proceeds from any future sale of any Parcel acquired by the City and conveyed by the City to NILBA under this Agreement. NILBA shall use any proceeds to further its mission.



8. Properties Ineligible for Abandonment: In the event that NILBA, or its counsel, notifies the City Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the City may elect to:

- a. Dismiss the Petition; or
- b. Proceed with the Petition by amending the Petition and seeking demolition or repair authority for the City pursuant to 65 ILCS 5/11-31-1(a). If the City elects to proceed with the Petition, the City shall either:
  - i. Engage its own counsel and pay all future costs associated with the Petition; or
  - ii. Enter into a separate agreement with NILBA and its counsel regarding the future costs associated with the Petition.

9. Contacts: The Parties' contacts for implementation of this Agreement are as follows ("Contacts"):

For the City:

Contact (City Official): \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Contact (City Attorney): \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_

For NILBA:

Eric Setter  
Land Bank Coordinator  
Region 1 Planning Council  
127 N Wyman Street, Suite 100  
Rockford, IL 61101  
[ESetter@r1planning.org](mailto:ESetter@r1planning.org)  
(815) 319-4459

With a copy to:

Caitlyn Sharrow  
Denzin Soltanzadeh LLC  
190 S. LaSalle, Suite 2160  
Chicago, Illinois 60603  
[csharrow@denzinlaw.com](mailto:csharrow@denzinlaw.com)  
(312) 380-7260

10. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions, or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

11. Complete Agreement. All prior understandings and agreements between the Parties are merged into this Agreement which alone fully and completely expresses the Parties' agreement.

12. No Third-Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this IGA.

13. Counterparts. This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

14. Force and Effect; Termination. This Agreement shall be in force and effect as of the Effective Date and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this IGA, for any reason, by the Contact providing thirty (30) days written notice of its intent to terminate to the other Contact. However, in the event Petitions are pending at the time notice of the termination is sent, the termination shall not be effective until the Parties agree, in writing, to a resolution for each pending Petition, including the costs associated with each pending Petition. A Petition is pending so long as a final order has not been entered in the circuit court and so long as the conveyance described in Paragraph 4, above, has not been completed.

[Remainder Left Blank]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

CITY OF LOVES PARK

NORTHERN ILLINOIS LAND BANK  
AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LOVES PARK**

**BY ALDERMAN: John Jacobson**

**RESOLUTION NO:**

**COMMITTEE: Finance and Administration**

**DATE: \_\_\_\_\_ 2021**

**Resolved, by the adoption of this Resolution,**

That the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with Marcus Smith Insurance and Financial Service, Inc. ("Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement.

**MOTION:**

**SECOND:**

**Finance and Administration Committee:**

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

\_\_\_\_\_  
**Alderman Mark Peterson**

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

\_\_\_\_\_  
**Alderman Jim Puckett**

\_\_\_\_\_  
**Mayor Gregory Jury**

\_\_\_\_\_  
**ATTEST — Clerk Robert Burden**

## **REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement ("Agreement") dated as of this \_\_\_\_ day of May 2021 is made by and between the City of Loves Park, an Illinois municipal corporation, ("City") and Marcus Smith Insurance and Financial Service, Inc., ("Developer"). All capitalized terms are defined herein or otherwise have such definition as set forth in the Tax increment Allocation Redevelopment Act, 65 ILCS 5/11 -74.4 *et seq*, as amended, (the "Act").

### **RECITALS**

**WHEREAS**, the City is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended; 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 "blighted areas" and "conservation areas" within the City if the conditions specified in the Act are met, and is further authorized to utilize tax increment allocation financing ("TIF") to pay the costs of such redevelopment permitted under the Act; and

**WHEREAS**, Developer intends to improve certain property owned by Developer within the Redevelopment Project Area, as defined herein, legally described in Exhibit "A" ("Developer Property"), attached hereto and made a part hereof, for commercial uses under the terms and conditions set forth in this Agreement; and

**WHEREAS**, on February 13, 2006 the City adopted a Resolution Authorizing and Directing a Feasibility Study and Authorizing Reimbursement of Costs Concerning the Redevelopment of Certain Property in the City of Loves Park, Illinois in connection with the North Second Street Tax Increment Financing Redevelopment Project Area ("Redevelopment Project Area" or "North Second Street TIF District"); and

**WHEREAS**, the City subsequently adopted Ordinance No. 3238-06, authorizing the establishment of a "Tax Increment Financing Interested Parties Registry" and adopting rules for the registry; and

**WHEREAS**, on April 23, 2007, the city Council adopted Resolution 07-59 which, in accordance with the terms and conditions of the Act, set the time and date for a Joint Review Board Meeting, and a Public Hearing and provided for the mailing of certain notices, as such items are defined under and required by the Act; and

**WHEREAS**, on May 16, 2007, the City convened a Joint Review Board ("JRB") which met to review the feasibility study and other planning documents related to the Redevelopment Project Area and proposed Redevelopment Plan for the North Second Street TIF District ("Redevelopment Plan") and based upon said review, in addition to the review of the enacting ordinances and all other materials as required by the Act, the majority of the JRB members found the Redevelopment Project Area and Redevelopment Plan met the requirements of the Act and approved both the Redevelopment Project Area and the Redevelopment Plan; and

**WHEREAS**, the City, in accordance with the Act, conducted public hearings with respect to the Redevelopment Plan and the Redevelopment Project Area at meetings of the City Council which were held on April 4, 2007 and June 11, 2007; and

**WHEREAS**, the City found that the Redevelopment Project Area had not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan; and

**WHEREAS**, the City, after due and careful consideration, concluded that the redevelopment of the Redevelopment Project Area as provided in the Redevelopment Plan, would 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 jobs to residents of the City, and otherwise be in the best interest of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

**WHEREAS**, pursuant to the Act, the City, by Ordinances No. 3368-07, No. 3369-07 and No. 3370-07 approved the Redevelopment Plan and Project, designated the Redevelopment Project Area, specifically entitled the North Second Street Tax Increment Financing Redevelopment Project Area, and adopted tax increment financing for the Redevelopment Project Area, respectively; and

**WHEREAS**, the City desires to redevelop the Redevelopment Project Area pursuant to its Redevelopment Plan, as such term is defined in the Act; and

**WHEREAS**, the City now desires to enter into this Redevelopment Agreement with the Developer and agrees to use available TIF funds to defray expenses incurred by the Developer for the redevelopment of the Developer Property consistent with the improvements set out in Section 3.2.

**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 The Recitals set forth above are an integral part of this Agreement and by this reference are incorporated herein 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) 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; and
- (b) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer is a party to or may be bound under; and

- (c) The Parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.

- 2.2 **Survival of Representations and Warranties.** Developer agrees that all 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 during the term of this Agreement and after the expiration of the term of this Agreement.

### **SECTION III**

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

- 3.1 **Tax Increment Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for the financial assistance of TIF, the Developer Project (hereinafter defined) would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act would be a source of funding for the Developer Project which would make the Developer Project economically viable.
- 3.2 **Developer Project; Available Tax Increment.** The City shall reimburse Developer from available tax increment in the Redevelopment Project Area for eligible Developer Property rehabilitation costs related to the following enumerated Sub-Projects: (1) 3- and 5-ton HVAC unit; (2) Upgrading building façade; (3) Solar system on roof; and (4) Front and side mural. (Collectively, Sub-Projects 1-4 immediately above comprise the "Developer Project"). Developer shall be reimbursed for fifty percent (50%) of the eligible costs for each Sub-Project, subject to the provisions of Section 3.3 regarding liens, and subject to a maximum reimbursement amount of thirty-three thousand dollars (\$33,000.00) for the entirety of the Developer Project. Pursuant to this agreement, the project must be completed no later than December 31, 2021.
- 3.3 **Timing of Payments.** Payments to Developer as required under Section 3.2 of this Agreement shall be made once the Developer Project is completed in compliance with the specific date requirement of Section 3.2, and Developer has notified the City and submitted sufficient evidence for the City to determine the costs were actually incurred and paid by Developer and that the costs are eligible reimbursable project costs pursuant to the Act. "Sufficient evidence" is defined as legible copies of invoices from vendors that indicate a cost was actually incurred and which provide the City with sufficient detail to identify the nature of the work performed in order to determine eligibility for reimbursement from TIF funds and copies of canceled checks or other forms of proof that the incurred costs were actually paid in full by the Developer. Any liens on the property for non-payment of a vendor completing items (1) through (4) in Section 3.2 shall be considered prima facie evidence of non-payment and Developer shall not be eligible to receive the 50% reimbursement until such time as the vendor is paid in full and the lien released.
- 3.4 **Default.** The City's failure to pay tax increment to Developer shall not be considered a default under this Agreement, regardless of the reason for such failure.
- 3.5 **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 subject to the provisions of the Act.
- 3.6 **Restrictions on Assignment.** Developer shall not have the right to assign its rights and obligations under this Agreement without the express prior written consent of the City, whose consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer

or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the rights conferred to Developer by this Agreement may not be assigned without the obligations also conferred to Developer.

#### **SECTION IV** **COMPLIANCE WITH LAW**

- 4.1 **Defense of TIF District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the North Second Street TIF District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both Parties to defend the integrity of the North Second Street TIF District, and this Agreement. Furthermore, each Party shall pay their respective legal fees, court costs and other expenses directly related to defense of the North Second Street TIF District and Redevelopment Plan that each Party shall incur as a result of defense of the same. In the event of an adverse lower court or agency ruling, payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The City shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pending of any appeal.
- 4.2 **Use of Land.** Developer intends that the Developer Property shall be utilized primarily for commercial use that generates sales tax for the City, which shall not include industrial uses.

#### **SECTION V** **DEFAULT REMEDIES**

- 5.1 **Default/Remedies.** If either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, including the occurrence of an Event of Default as set forth in Paragraph 5.2, such Party shall, upon written notice from the other Party proceed to cure or remedy such default or breach within fifteen (15) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting Party commences to cure the default within said fifteen (15) day period and proceeds with due diligence to cure the same, such Party shall not be deemed to be in default under this Agreement. In the case of the City default, Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the City will be under no obligation to make any payments to Developer during the period of default or at any time in the future and may require repayment of funds previously paid to Developer under this Agreement.
- 5.2 **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 and because of which either Party is unable to fulfill its obligations hereunder; or



- (b) 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
- (c) Any assignment, pledge, encumbrance, transfer or other disposition that is prohibited under this Agreement.
- (d) If Developer fails to meet any of the conditions or covenants contained in this Agreement, including, but not limited to those contained in Section III hereof.

5.3 **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 VI** **GENERAL**

- 6.1 **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.
- 6.2 **Partnership not intended nor Created.** Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.
- 6.3 **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.
- 6.4 **Survival of Provisions.** If any of the provisions of this Agreement are determined 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.
- 6.5 **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.
- 6.6 **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.
- 6.7 **Defaults.** Subject to the provisions of Paragraph 6.8, 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.

6.8 **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.

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

**To the Developer:**

Marcus Smith Insurance and Financial Service, Inc.  
Attn: Marcus Smith  
5535 North Second Street  
Loves Park, IL. 61111

**To the City:**

City of Loves Park  
Attn: Mayor Greg Jury  
100 Heart Boulevard  
Loves Park, IL. 61111

**With copy to:**

Allen Galluzzo Hevrin Leake, LLC.  
Attn: Gino Galluzzo  
6735 Vistagreen Way, Suite 110  
Rockford, IL. 61107

or at such other addresses as Parties may indicate in writing to the other. Notice may be sent 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.

6.10 **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.

6.11 **Construction.** This Agreement shall be subject to and construed under the laws of the State of Illinois and the exclusive venue for any action involving this Agreement shall be the Circuit Court of Winnebago County, Illinois.

6.12 **Previous Agreement.** 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.

**SIGNATURE PAGE FOLLOWS**

**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 IN 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.

**Marcus Smith Insurance and  
Financial Service, Inc.**

**City of Loves Park, Illinois Municipal  
Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

**ATTEST:**

By: \_\_\_\_\_

Its: City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DEVELOPER PROPERTY**

BURCHFIELD GARDENS SOUTH 1/2 SEC 6-44-2 LOTS 4 & 005 BLOCK 008 Commonly known as 5535  
North Second Street, Loves Park, IL. 61111 Property Identification Number: 12-06-353-002

**CITY OF LOVES PARK**

**BY ALDERMAN: John Jacobson**

**RESOLUTION NO:**

**COMMITTEE: Finance and Administration**

**DATE: \_\_\_\_\_ 2021**

**Resolved, by the adoption of this Resolution,**

That the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with EZ Dinners, Inc., ("Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement.

**MOTION:**

**SECOND:**

**Finance and Administration Committee:**

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

\_\_\_\_\_  
**Alderman Mark Peterson**

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

\_\_\_\_\_  
**Alderman Jim Puckett**

\_\_\_\_\_  
**Mayor Gregory Jury**

\_\_\_\_\_  
**ATTEST — Clerk Robert Burden**

## **REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement ("Agreement") dated as of this \_\_\_\_ day of May 2021 is made by and between the City of Loves Park, an Illinois municipal corporation, ("City") and EZ Dinners, Inc., ("Developer"). All capitalized terms are defined herein or otherwise have such definition as set forth in the Tax increment Allocation Redevelopment Act, 65 ILCS 5/11 -74.4 *et seq*, as amended, (the "Act").

### **RECITALS**

**WHEREAS**, the City is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended; 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 "blighted areas" and "conservation areas" within the City if the conditions specified in the Act are met, and is further authorized to utilize tax increment allocation financing ("TIF") to pay the costs of such redevelopment permitted under the Act; and

**WHEREAS**, Developer intends to improve certain property owned by Developer within the Redevelopment Project Area, as defined herein, legally described in Exhibit "A" ("Developer Property"), attached hereto and made a part hereof, for commercial uses under the terms and conditions set forth in this Agreement; and

**WHEREAS**, on February 13, 2006 the City adopted a Resolution Authorizing and Directing a Feasibility Study and Authorizing Reimbursement of Costs Concerning the Redevelopment of Certain Property in the City of Loves Park, Illinois in connection with the North Second Street Tax Increment Financing Redevelopment Project Area ("Redevelopment Project Area" or "North Second Street TIF District"); and

**WHEREAS**, the City subsequently adopted Ordinance No. 3238-06, authorizing the establishment of a "Tax Increment Financing Interested Parties Registry" and adopting rules for the registry; and

**WHEREAS**, on April 23, 2007, the city Council adopted Resolution 07-59 which, in accordance with the terms and conditions of the Act, set the time and date for a Joint Review Board Meeting, and a Public Hearing and provided for the mailing of certain notices, as such items are defined under and required by the Act; and

**WHEREAS**, on May 16, 2007, the City convened a Joint Review Board ("JRB") which met to review the feasibility study and other planning documents related to the Redevelopment Project Area and proposed Redevelopment Plan for the North Second Street TIF District ("Redevelopment Plan") and based upon said review, in addition to the review of the enacting ordinances and all other materials as required by the Act, the majority of the JRB members found the Redevelopment Project Area and Redevelopment Plan met the requirements of the Act and approved both the Redevelopment Project Area and the Redevelopment Plan; and

**WHEREAS**, the City, in accordance with the Act, conducted public hearings with respect to the Redevelopment Plan and the Redevelopment Project Area at meetings of the City Council which were held on April 4, 2007 and June 11, 2007; and

**WHEREAS**, the City found that the Redevelopment Project Area had not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan; and

**WHEREAS**, the City, after due and careful consideration, concluded that the redevelopment of the Redevelopment Project Area as provided in the Redevelopment Plan, would 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 jobs to residents of the City, and otherwise be in the best interest of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

**WHEREAS**, pursuant to the Act, the City, by Ordinances No. 3368-07, No. 3369-07 and No. 3370-07 approved the Redevelopment Plan and Project, designated the Redevelopment Project Area, specifically entitled the North Second Street Tax Increment Financing Redevelopment Project Area, and adopted tax increment financing for the Redevelopment Project Area, respectively; and

**WHEREAS**, the City desires to redevelop the Redevelopment Project Area pursuant to its Redevelopment Plan, as such term is defined in the Act; and

**WHEREAS**, the City now desires to enter into this Redevelopment Agreement with the Developer and agrees to use available TIF funds to defray expenses incurred by the Developer for the redevelopment of the Developer Property consistent with the improvements set out in Section 3.2.

**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 The Recitals set forth above are an integral part of this Agreement and by this reference are incorporated herein 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) 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; and
  - (b) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer is a party to or may be bound under; and
  - (c) The Parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.
- 2.2 **Survival of Representations and Warranties.** Developer agrees that all 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 during the term of this Agreement and after the expiration of the term of this Agreement.

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

- 3.1 **Tax Increment Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for the financial assistance of TIF, the Developer Project (hereinafter defined)

would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act would be a source of funding for the Developer Project which would make the Developer Project economically viable.

- 3.2 **Developer Project; Available Tax Increment.** The City shall reimburse Developer from available tax increment in the Redevelopment Project Area for eligible Developer Property rehabilitation costs related to the following enumerated Sub-Projects: (1) New awning-replacing current sign; (2) Concrete walkway replacement, private property; (3) Replacement of doors and windows; (4) Facade improvements-remove existing siding and replace with an approved Exterior Insulation Finishing System (EIFS); and (5) Remove and replace fascia, gutters, and downspouts. (Collectively, Sub-Projects 1-5 immediately above comprise the "Developer Project"). Developer shall be reimbursed for fifty percent (50%) of the eligible costs for each Sub-Project, subject to the provisions of Section 3.3 regarding liens, and subject to a maximum reimbursement amount of fifteen thousand dollars (\$15,000.00) for the entirety of the Developer Project. Pursuant to this agreement, the project must be completed no later than December 31, 2021.
- 3.3 **Timing of Payments.** Payments to Developer as required under Section 3.2 of this Agreement shall be made once the Developer Project is completed in compliance with the specific date requirement of Section 3.2, and Developer has notified the City and submitted sufficient evidence for the City to determine the costs were actually incurred and paid by Developer and that the costs are eligible reimbursable project costs pursuant to the Act. "Sufficient evidence" is defined as legible copies of invoices from vendors that indicate a cost was actually incurred and which provide the City with sufficient detail to identify the nature of the work performed in order to determine eligibility for reimbursement from TIF funds and copies of canceled checks or other forms of proof that the incurred costs were actually paid in full by the Developer. Any liens on the property for non-payment of a vendor completing items (1) through (5) in Section 3.2 shall be considered prima facie evidence of non-payment and Developer shall not be eligible to receive the 50% reimbursement until such time as the vendor is paid in full and the lien released.
- 3.4 **Default.** The City's failure to pay tax increment to Developer shall not be considered a default under this Agreement, regardless of the reason for such failure.
- 3.5 **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 subject to the provisions of the Act.
- 3.6 **Restrictions on Assignment.** Developer shall not have the right to assign its rights and obligations under this Agreement without the express prior written consent of the City, whose consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the rights conferred to Developer by this Agreement may not be assigned without the obligations also conferred to Developer.

#### **SECTION IV** **COMPLIANCE WITH LAW**

- 4.1 **Defense of TIF District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the North Second Street TIF District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate



with each other concerning an appropriate strategy acceptable to both Parties to defend the integrity of the North Second Street TIF District, and this Agreement. Furthermore, each Party shall pay their respective legal fees, court costs and other expenses directly related to defense of the North Second Street TIF District and Redevelopment Plan that each Party shall incur as a result of defense of the same. In the event of an adverse lower court or agency ruling, payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The City shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pending of any appeal.

- 4.2 **Use of Land.** Developer intends that the Developer Property shall be utilized primarily for commercial use that generates sales tax for the City, which shall not include industrial uses.

## **SECTION V DEFAULT REMEDIES**

- 5.1 **Default/Remedies.** If either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, including the occurrence of an Event of Default as set forth in Paragraph 5.2, such Party shall, upon written notice from the other Party proceed to cure or remedy such default or breach within fifteen (15) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting Party commences to cure the default within said fifteen (15) day period and proceeds with due diligence to cure the same, such Party shall not be deemed to be in default under this Agreement. In the case of the City default, Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the City will be under no obligation to make any payments to Developer during the period of default or at any time in the future and may require repayment of funds previously paid to Developer under this Agreement.
- 5.2 **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 and because of which either Party is unable to fulfill its obligations hereunder; or
  - (b) 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
  - (c) Any assignment, pledge, encumbrance, transfer or other disposition that is prohibited under this Agreement.
  - (d) If Developer fails to meet any of the conditions or covenants contained in this Agreement, including, but not limited to those contained in Section III hereof.
- 5.3 **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 VI**  
**GENERAL**

- 6.1 **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.
- 6.2 **Partnership not intended nor Created.** Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.
- 6.3 **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.
- 6.4 **Survival of Provisions.** If any of the provisions of this Agreement are determined 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.
- 6.5 **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.
- 6.6 **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.
- 6.7 **Defaults.** Subject to the provisions of Paragraph 6.8, 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.
- 6.8 **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.
- 6.9 **Notices.** All Notices and requests pursuant to this Agreement shall be sent as follows:

**To the Developer**

EZ Dinners, Inc.  
Attn: Kathy Jilek  
5525 North Second Street  
Loves Park, IL. 61111

**To the City:**

City of Loves Park  
Attn: Mayor Greg Jury  
100 Heart Boulevard  
Loves Park, IL. 61111

**With copy to:**

Allen Galluzzo Hevrin Leake, LLC.  
Attn: Gino Galluzzo  
6735 Vistagreen Way, Suite 110  
Rockford, II. 61107

or at such other addresses as Parties may indicate in writing to the other. Notice may be sent 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.

- 6.10 **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.
- 6.11 **Construction.** This Agreement shall be subject to and construed under the laws of the State of Illinois and the exclusive venue for any action involving this Agreement shall be the Circuit Court of Winnebago County, Illinois.
- 6.12 **Previous Agreement.** 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.

**SIGNATURE PAGE FOLLOWS**

**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 IN 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.

**EZ Dinners, Inc.**

**City of Loves Park, Illinois Municipal Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

**ATTEST:**

By: \_\_\_\_\_

Its: City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DEVELOPER PROPERTY**

BURCHFIELD GARDENS IN SOUTH 1/2 SEC 6-44-2 LOT 006 BLOCK 008 Commonly known as 5533 North  
Second Street, Loves Park, IL. 61111 Property Identification Number: 12-06-353-003

**CITY OF LOVES PARK**

**BY ALDERMAN: John Jacobson**

**RESOLUTION NO:**

**COMMITTEE: Finance and Administration**

**DATE: May 10, 2021**

Resolved, by the adoption of this Resolution,

***that the City of Loves Park is hereby authorized to accept donations from the public to help offset the total project cost for a mural, to be located in Loves Park, as part of the CRE8IV Transformational Murals program through the Rockford Area Convention and Visitors Bureau.*** Further, donations received will be deposited into Beautification Donations account 01-00-5971.

MOTION:

SECOND:

**Finance and Administration Committee:**

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

\_\_\_\_\_  
Alderman Mark Peterson

\_\_\_\_\_  
Alderman Jim Puckett

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

\_\_\_\_\_  
Mayor Greg Jury

\_\_\_\_\_  
ATTEST - Clerk Robert Burden

ORDINANCE NO.

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

WHEREAS, upon the petition for a Special Use Permit as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Special Use Permit

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

That a Special Use Permit for an indoor baseball and softball academy with batting cages in the IL (Light Industrial) and E. Riverside – I90 Overlay Zoning Districts under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

Lot Fifteen (15) as designated upon Plat No. 4 of Riverside – I 90 Centre, being a subdivision of part of the North Half (1/2) of Section 1, Township 44 North, Range 2 East of the Third Principal Meridian, and a Replat of Part of Lot 2, Plat No. 2 of Riverside – I90 Centre, the Plat of which is recorded in Book 41 of Plats on Page 5A in the Recorder's Office of Winnebago County; situated in the County of Winnebago and State of Illinois.

PROPERTY CODE: 12-01-152-008  
COMMONLY KNOWN AS: 8185 Commerce Drive

CONDITONS:

1. The Special Use Permit expires with the discontinuance of the use of the indoor batting cage establishment
2. The Special Use Permit shall be renewed 1 year from the date of approval.
3. Planters shall be installed across the openings of both loading docks. The planters shall be filled with live plants, and be maintained by the business owner. The business owner shall work with Staff for the installation to be completed before the business opens to the public.
4. A dumpster enclosure shall be provided to conceal the dumpsters. The location shall be coordinated with Staff.

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Special Use Permit, in addition to the Site Plan approved by the Zoning Board of Appeals, are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

PASSED:

APPROVED:

PUBLISHED:

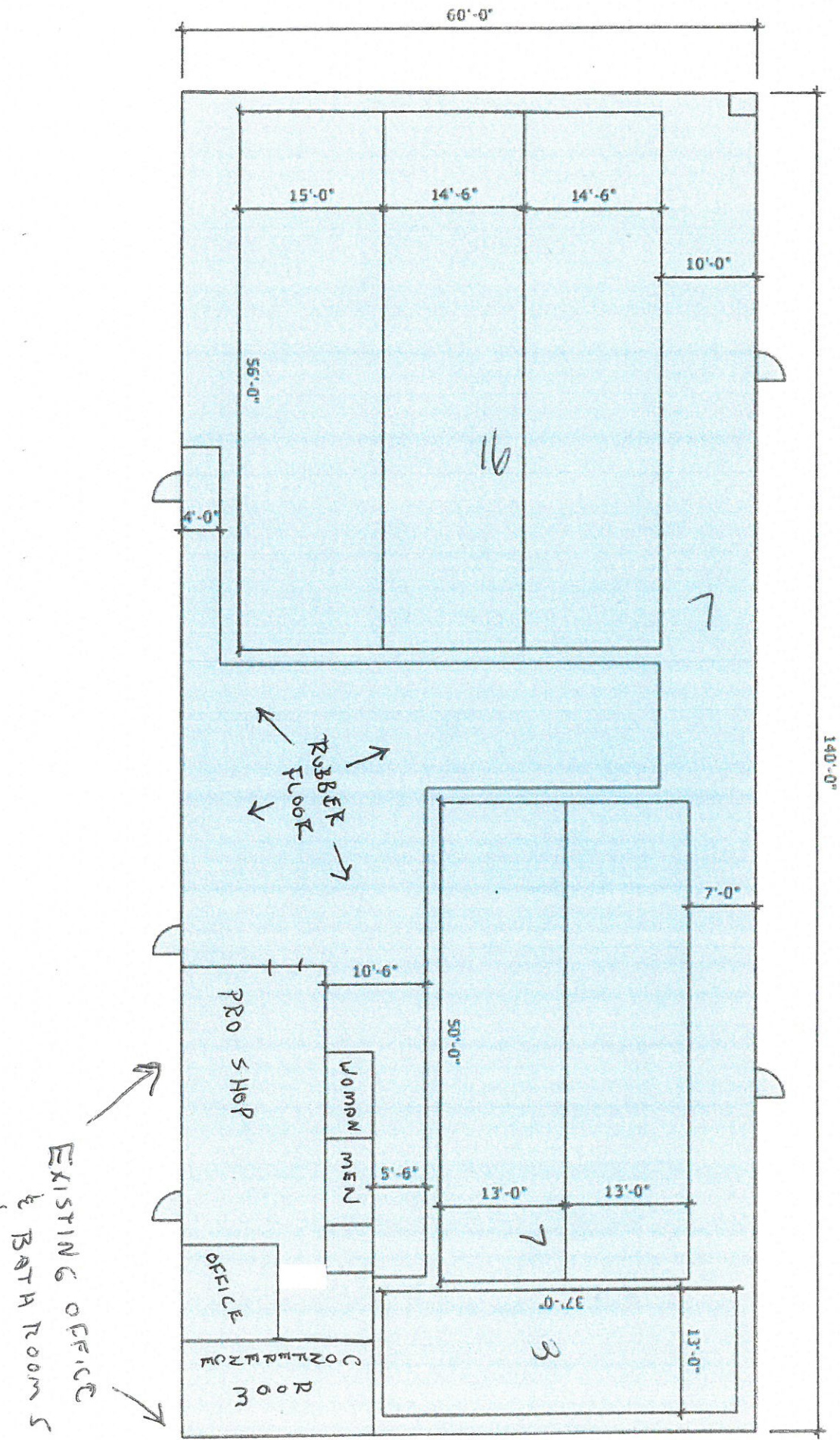


8185

~~9011~~ Commerce Drive – Loves Park, IL 61111

Proposal = Indoor Baseball & Softball Academy

Brent Ewing - 616-550-3338 – [brenttoewing@gmail.com](mailto:brenttoewing@gmail.com)



ORDINANCE NO.

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

WHEREAS, upon the petition for a Variance as provided for in Ordinance No. 795 of the City of Loves Park, Illinois and

WHEREAS, a public hearing before the Zoning Board of Appeals was held thereon after due notice in the manner provided by law, and

WHEREAS, said Board has made a report containing findings of fact and recommending the approval of the Variance

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

That a Variance from a required 5 foot side yard building setback to a requested 0 foot side yard building setback for a new addition in the CG (Commercial General) Zoning District under the terms of the Zoning Ordinance No. 795 of the City of Loves Park, Illinois, is hereby granted on property legally described as follows:

**PARCEL I:** LOT THIRTEEN (13) AS DESIGNATED UPON THE PLAT OF RESUBDIVISION OF A PART OF CARLSON'S PARKVIEW SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH RESUBDIVISION IS RECORDED IN BOOK 23 OF PLAT RECORDS ON PAGE 146 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINIOS.

**PARCEL II:** PART OF LOT THIRTY-FIVE (35) AS DESIGNATED UPON THE PLAT OF RESUBDIVISION OF PART OF CARLSON'S PARKVIEW SUBDIVISION, BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 6, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH RESUBDIVISION IS RECORDED IN BOOK 23 OF PLATS ON PAGE 146 IN THE RECORDER'S OFFICE OF WINNEBAGO OCUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF LOT THIRTEEN (13) OF SAID RESUBDIVISION; THENCE NORTH 89 DEGREES 26 MINUTES 40 SECONDS EAST, 50.00 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 41 SECONDS EAST, 50.00 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 59 SECONDS WEST, 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT THIRTEEN (13); THENCE NORTH 00 DEGREES 08 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF SAID LOT THIRTEEN (13), 50.00 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

PROPERTY CODE: 12-06-351-023  
COMMONLY KNOWN AS: 5615 Jensen Drive

The findings and recommendation of the Zoning Board of Appeals on the question of granting this Variance are hereby accepted, adopted and made a part of this Ordinance. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

A P P R O V E D:

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MAYOR

A T T E S T:

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CITY CLERK

PASSED:

APPROVED:

PUBLISHED: