City Council
Meeting Agenda

Council Chambers
425 E. State Street
Rockford, IL 61104
www.rockfordil.gov

Tuesday, January 20, 2026
5:30 PM

The following represents, in general, the chronological order of proceedings at the City Council/Committee Meetings: Call to Order, Invocation, Pledge of Allegiance, Public Speaking and City Council/Committee Agendas.

Meeting will be live streamed on Channel 17 and via this link:
https://rockfordil.legistar.com/Calendar.aspx.

Items appearing on the City Council Standing Committee Agendas for today's date may receive a vote at committee and come before the City Council meeting tonight held after the committee meeting. Final vote may be taken on said items at the City Council meeting.

I. CALL TO ORDER

A. Invocation and Pledge of Allegiance

B. Roll Call

II. PROCLAMATIONS

1. Poet Laureate Presentation

III. PETITIONS AND COMMUNICATIONS

A. Planning and Development Committee

B. Code and Regulation Committee

1. Memorandum from Scott Capovilla, Planning and Zoning Manager, regarding the approval of the Final Plat of District 815 Subdivision. Referred to Code and Regulation Committee. **26-00048**

2. Memorandum from Scott Capovilla, Planning and Zoning Manager, regarding the approval of the Final Plat of Dulgar Subdivision. Referred Code and Regulation Committee. **26-00066**

3. Zoning Board of Appeals' Agenda for the meeting to be held on January 21, 2026 and Minutes from that meeting for consideration at the Code and Regulation Committee meeting on January 26, 2026. Referred to Code and Regulation Committee. **26-00056**

4. Liquor and Tobacco Advisory Board's Agenda for the meeting to be held on January 21, 2026 and Minutes from that meeting for consideration at the Code and Regulation Committee meeting on January 26, 2026. Referred to Code and Regulation Committee. **26-00057**

C. Finance and Personnel Committee

1. Memorandum from Carrie Hagerty, Finance Director, regarding the consideration and approval of Finance Policies. Referred to Finance and Personnel Committee. **26-00047**

2. Memorandum from Timothy Hinkens, City Engineer, regarding an Agreement between the City of Rockford and Four Rivers Sanitation Authority (FRSA) for Davis Park. Referred to Finance and Personnel Committee. **26-00084**

3. Memorandum from Todd Cagnoni, City Administrator, regarding the proposed Department of Commerce and Economic Opportunity (DCEO) Regional Site Readiness Grant Application Authorization and Award Acceptance. Referred to Finance and Personnel Committee. **26-00085**

IV. PUBLIC SPEAKERS

1. Denzil Wynter
2. Prophet Yusef
3. Ken Dickens
4. John Tac Brantley

V. NEW COMMITTEE REPORTS

A. Planning and Development Committee

1. Committee recommends approval of the 2026 - 2028 Funding Agreement between the City of Rockford and Keep Northern Illinois Beautiful (KNIB) in the amount of $60,000 annually. The funding source is Garbage User Fees. **25-00166**

2. Committee recommends denial of the proposed Amendment to the Development Agreement with First Midwest Group (Machesney Investment LLC) and McDonald's for the establishment of a McDonald's at 4103 West State Street in the amount of $200,000. The funding source is 2025 Casino Plan Funds / Economic Development High Risk Area. **25-00172**

3. Committee recommends approval of the proposed Supplemental Marketing Services Agreement between the Rockford Area Convention and Visitors Bureau (GoRockford) and City of Rockford for $100,000 annually for two years (2026 and 2027). The funding source is 2026 and 2027 Casino Foundation Funds. **25-00174**

B. Code and Regulation Committee

1. Committee recommends approval of the sale of the vacant city-owned property located at 5798 Logistics Parkway to 5728 Logistics Parkway LLC, the neighboring property owner, for the amount of $124,000 plus costs. **26-00004**

2. Committee recommends approval of the Plat No. 6 of Green Estates. **26-00005**

3. Committee recommends approval of Plat No. 2 of Ardmore Subdivision **26-00007**

4. Committee recommends sustaining the Zoning Board of Appeals' approval for a Special Use Permit for an off-premise business sign in a C-3, General Commercial Zoning District at 2102 McFarland Road (First Perryville Development Corporation/Applicant). Subject to conditions. **26-00008**

C. Finance and Personnel Committee

1. Committee recommends approval of the vouchers in the amount of $8,285,662.57 as approved at the Finance and Personnel Committee meeting held on January 12, 2026. **26-00012**

2. Committee recommends approval of an Agreement between the City of Rockford and Awaken Foundation L3C to provide on-the-job training (OJT) opportunities within the City's Weatherization Program. There is no fiscal impact to the City. Participant wages are paid entirely by Awaken Foundation using Illinois Climate and Equitable Jobs Act (ICEJA) Grant funds. The agreement is from February 1, 2026 through June 30, 2027. **26-00041**

VI. UNFINISHED BUSINESS COMMITTEE REPORTS LAID OVER

A. Planning and Development Committee

1. Committee recommends approval of the proposed Development Agreement with Urban Equity Properties (UEP Tower Lofts, LLC) for the rehabilitation of 99 East State Street as News Tower Lofts (former Rockford Register Star) for mixed-use residential / commercial development. The funding source is Redevelopment Funds and TIF Funds. (LAID OVER JANUARY 5, 2026) **25-00170**

2. Committee recommends approval of the proposed Amendment to the Development Agreement with Oliver Emerson Development (Oliver Emerson Development, LLC) for the rehabilitation and adaptive reuse of 325 South Madison Street (The Watch Factory) as residential. The funding source is Redevelopment Funds and TIF Funds. (LAID OVER JANUARY 5, 2026) **25-00171**

B. Code and Regulation Committee

C. Finance and Personnel Committee

VII. OFFICERS REPORTS

VIII. MOTIONS AND RESOLUTIONS

A. Planning and Development Committee

B. Code and Regulation Committee

1. 2026 Forward for Fun Initiative **26-00010**

   The request includes an allocation of $140,000 and an expedited special event permit process for multiple events throughout the city in partnership with Aldermen and GoRockford. The program goal is to create/support community events in all 14 wards of the City as part of our continued pandemic recovery efforts.

2. Resolution for settlement of Isaac Cornelius Fricks, Sr. vs. Officer Brian Prine, Case No: 22-CV-50410 in the amount of $32,000. (SUSPEND RULE 9) **26-00061**

C. Finance and Personnel Committee

1. Committee recommends approval and acceptance of the Illinois Housing Development Authority (IHDA) Homeowner Assistance Fund Home Repair (HAFHR) Grant extension in the additional amount of $549,000 (the new total is $3,009,000). **25-00182**

2. Committee recommends approval and acceptance of the Illinois Department of Commerce and Economic Opportunity (DCEO) Rebuild Downtowns and Main Streets Grant Award in the amount of $2,000,000. The grant requires a 25% cost match which will be paid for using the 1% Infrastructure Sales Tax. The grant term is from January 1, 2026 through December 31, 2027. If accepted, the grant funds will be used to reimburse construction costs of the Madison Street Corridor Improvements Project (Phase 2). **25-00183**

3. Committee recommends approval of the Award of Professional Services for Family Peace Center Architectural Services for Renovation of 214 North Church Street to Larson & Darby Group, of Rockford, Illinois in the amount of $525,805.36. The contract duration is through December 31, 2026. The funding source is the Winnebago County Community Mental Health Board Accelerator Grant. **26-00021**

IX. NEW BUSINESS ORDINANCES

A. Planning and Development Committee

1. An ordinance approving the 2026 - 2028 Funding Agreement between the City of Rockford and Keep Northern Illinois Beautiful (KNIB) in the amount of $60,000 annually. The funding source is Garbage User Fees. **26-00050**

2. An ordinance approving the Supplemental Marketing Services Agreement between the Rockford Area Convention and Visitors Bureau (GoRockford) and City of Rockford for $100,000 annually for two years (2026 and 2027). The funding source is 2026 and 2027 Casino Foundation Funds. **26-00053**

3. An ordinance approving the Development Agreement with Urban Equity Properties (UEP Tower Lofts, LLC) for the rehabilitation of 99 East State Street as News Tower Lofts (former Rockford Register Star) for mixed-use residential / commercial development. The funding source is Redevelopment Funds and TIF Funds. **26-00060**

4. An ordinance approving the Amendment to the Development Agreement with Oliver Emerson Development (Oliver Emerson Development, LLC) for the rehabilitation and adaptive reuse of 325 South Madison Street (The Watch Factory) as residential. The funding source is Redevelopment Funds and TIF Funds. **26-00058**

B. Code and Regulation Committee

1. An ordinance approving the sale of the vacant city-owned property located at 5798 Logistics Parkway to 5728 Logistics Parkway LLC, the neighboring property owner, for the amount of $124,000, plus costs. **26-00054**

2. An ordinance approving a Special Use Permit for an off-premise business sign in a C-3, General Commercial Zoning District at 2102 McFarland Road (First Perryville Development Corporation/Applicant). **26-00055**

C. Finance and Personnel Committee

1. An ordinance approving an Agreement between the City of Rockford and Awaken Foundation L3C to provide on-the-job training (OJT) opportunities within the City's Weatherization Program. There is no fiscal impact to the City. Participant wages are paid entirely by Awaken Foundation using Illinois Climate and Equitable Jobs Act (ICEJA) Grant funds. The agreement is from February 1, 2026 through June 30, 2027. **26-00051**

X. CLOSED SESSION

1. Motion to Convene into Closed Session in Order to Discuss Pending Litigation Matters

XI. ADJOURNMENT

THE CITY OF ROCKFORD INTENDS TO COMPLY WITH THE INTENT AND SPIRIT OF THE AMERICANS WITH DISABILITIES ACT. IF A SIGN LANGUAGE INTERPRETER, PERSONAL P.A. SYSTEM, OR OTHER SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CALL THE LEGAL DEPARTMENT AT (779) 348-7391 AT LEAST 48 HOURS IN ADVANCE, SO WE CAN BE PREPARED TO ASSIST YOU.

THE CITY OF ROCKFORD ILLINOIS, USA

SUBDIVISION RECOMMENDATION

TO: Code and Regulation Committee

FROM: Scott Capovilla, Planning & Zoning Manager

DATE: January 12, 2026

SUBJECT: Final Plat of District 815 Subdivision

LOCATION: 9XX South Mulford Road

DEVELOPER: District 815, LLC

ENGINEER: R.K. Johnson & Associates, Inc.

SITE DATA:

Year 2040 Plan:	RM – Medium Residential
Existing Zoning:	R-3, Multifamily Residential and C-1, Limited Office
Existing Land Use:	Vacant land
Total Area:	12.63 Acres
Ward:	1 – Alderman Tim Durkee

SURROUNDING ZONING AND LAND USES:

North:	R-3	Alma Nelson, Vacant land
East:	R-1	Single-family residences
South:	C-1	Van Matre Clinic, Maintain Your Smile, Vacant land
West:	C-1, R-1, R-3	Pumilia Family Dental, Single-family residences, Vacant land

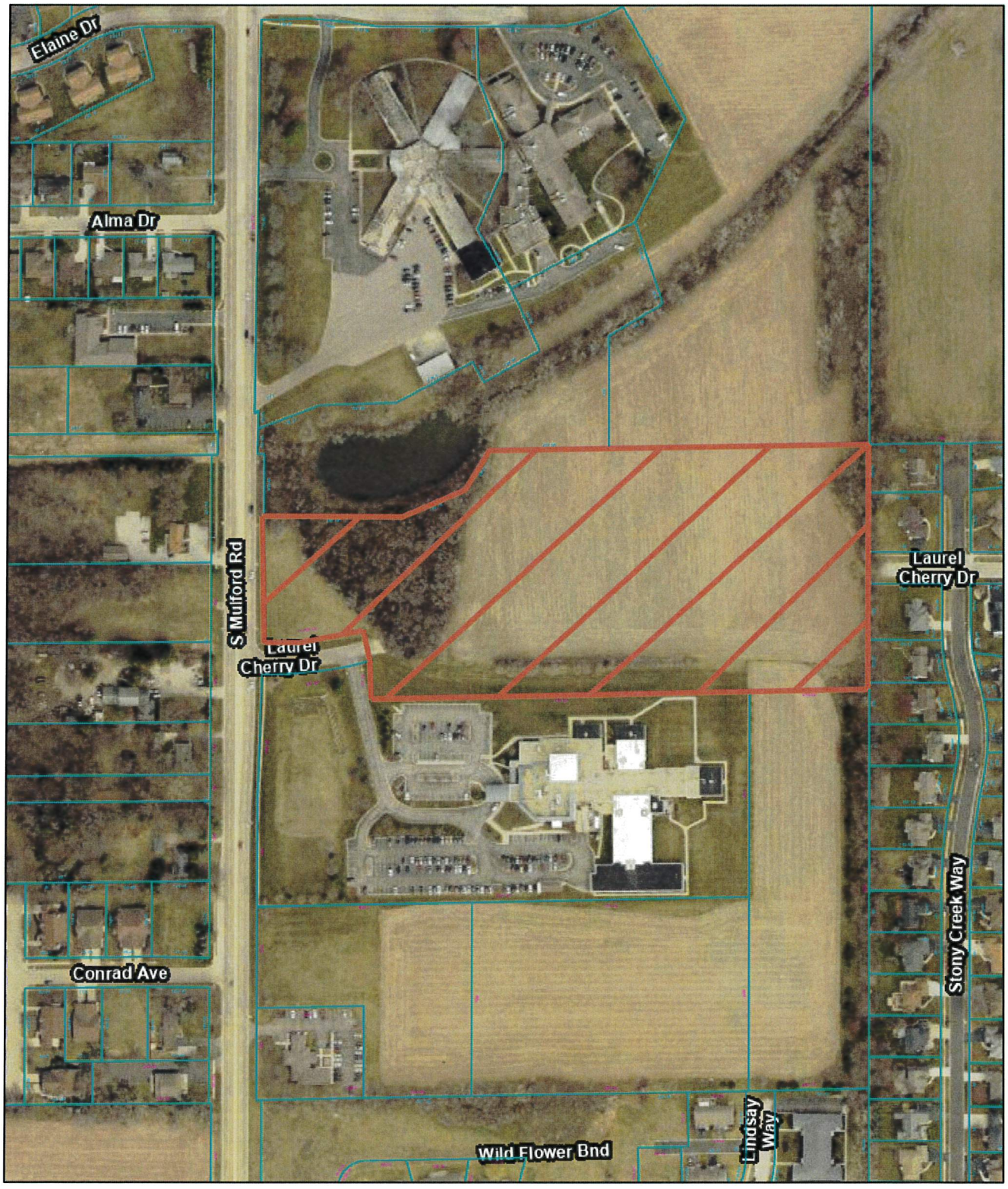
PLAT DATA: Number of Lots: 2

SOILS REPORT: Soil disturbance will occur as a result of developing the site. Soil disturbance can create soil erosion which must be properly managed to prevent adverse environmental impacts. Controlling erosion is easy and it is the law. It is important because eroding construction sites are a leading cause of water quality problems in Illinois. Best management practices should be employed throughout all phases of the construction project to properly manage discharges of storm water and to prevent soil erosion.

REVIEW COMMENTS: The developer is platting a parcel of land in conjunction with the approved Special Use Permit for a Planned Unit Development (ZBA #45-24) to allow duplexes, 4-families and townhomes to be constructed on the vacant site. This plat will include the construction of Laurel Cherry Drive from Mulford Road so it will connect to the existing Laurel Cherry Drive to the east. Storm water detention is being provided along the northwest portion of the plat and there will be no direct access to South Mulford Road from either lot. A private recreation path will also be constructed on the north side of proposed Lot 1 that will parallel the drainage way and storm water area. This plat is in conformance with the zoning for the site, the subdivision ordinance and the City of Rockford Comprehensive Plan.

RECOMMENDATION: Staff recommends **Approval** of Final Plat of District 815 Subdivision.

ArcGIS Web Map

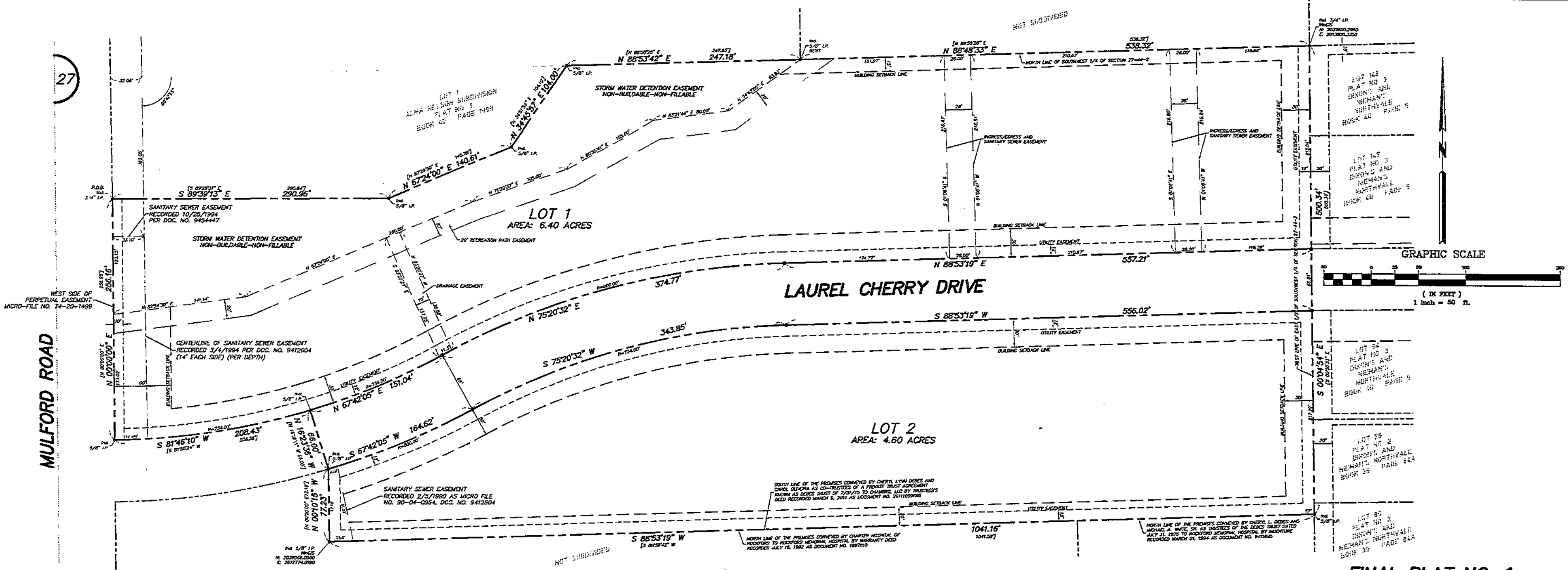


1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Parcel Ownership



LEGAL DESCRIPTION:

I HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS, I HAVE SURVEYED AND SUBDIVIDED ACCORDING TO THE ATTACHED FINAL PLAT NO. 1 OF DISTRICT 815 SUBDIVISION, BEING A SUBDIVISION OF

Part of the Southwest Quarter of Section 27, Township 44 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of Alma Nelson Subdivision Plat No. 1, being a subdivision of part of the Northwest Quarter and part of the Southwest Quarter of Section 27, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision is recorded in Book 40 of Plats on Page 198B in the Recorder's Office of Winnebago County, Illinois; thence South 89°-39'-13" East, 290.96 feet (South 89°-28'-31" East, 290.84 feet = Plat) to a found 5/8 inch iron pin; thence North 67°-24'-00" East, 140.61 feet (North 67°-29'-50" East, 140.78 feet = Plat) to a found 5/8 inch iron pin; thence North 34°-45'-57" East, 104.00 feet (North 34°-51'-59" East, 104.10 feet = Plat) to a found 5/8 inch iron pin; thence North 88°-53'-42" East, 247.18 feet (North 88°-58'-28" East, 247.65 feet = Plat) to a found 5/8 inch iron pin; thence North 88°-48'-33" East, 538.32 feet to a found 3/4 inch iron pin at the Northwest corner of Plat No. 3 of Dixon's and Nieman's Northvale, being a subdivision of the East Half of the Southwest Quarter of Section 27, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision is recorded in Book 40 of Plats on Page 5A in said Recorder's Office of Winnebago County, Illinois; thence South 00°-04'-54" East, along the West line of said Plat No. 3 of Dixon's and Nieman's Northvale and the West line of Plat No. 2 of Dixon's and Nieman's Northvale, being a subdivision of part of the East Half of the Southwest Quarter of Section 27, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision is recorded in Book 39 of Plats on Page 84A in aforesaid Recorder's Office, 500.34 feet to a found 5/8 inch iron pin; thence South 88°-53'-19" West, 1041.16 feet to a found 5/8 inch iron pin; thence North 00°-10'-15" West, 77.23 feet to a found 5/8 inch iron pin; thence North 16°-23'-36" West, 66.00 feet to a found 5/8 inch iron pin; thence Southwesterly, along a circular curve to the right, having a radius of 734.00 feet, to a found 5/8 inch iron pin (the chord across said curved course bears South 81°-46'-10" West, 208.43 feet); thence North 00°-00'-00" East, 256.16 feet to the point of beginning. Situated in the County of Winnebago and State of Illinois. Containing 12.63 Acres.

DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. IRON PINS 3/4-INCH IN DIAMETER, 4 FEET LONG HAVE BEEN FOUND OR SET AT ALL POINTS MARKED ON THE PLAT WITH A SOLID DOT, AND IRON PINS 5/8-INCH IN DIAMETER AND 3 FEET LONG ARE SET AT ALL OTHER LOT CORNERS. DIMENSIONS ALONG CURVES ARE CHORD DIMENSIONS MEASURED PIN TO PIN.

I HEREBY CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF ROCKFORD ON PANEL NUMBER 17201C0288E, DATED FEBRUARY 17, 2016.

I FURTHER CERTIFY THAT THE LAND ABOVE DESCRIBED IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ROCKFORD, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF ______________, 20___, AT ____________.

____

THOMAS R. EDDIE, I.P.L.S. 3635
EXPIRATION DATE: 11-30-2026

THOMAS R. EDDIE
3635
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
LOVES PARK, ILLINOIS

CERTIFICATION OF DEDICATION BY OWNER(S) OF LAND

AS OWNER, I/WE HEREBY CERTIFY THAT I/WE HAVE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF THE SURVEYOR, TO BE SURVEYED, RESUBDIVIDED, AND MAPPED AS PRESENTED ON THIS PLAT. ALL STREETS, ALLEYS, WALKWAYS, PARKS, PLAYGROUNDS AND SCHOOL SITES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PUBLIC PURPOSES, AND ALL EASEMENTS SHOWN ARE SUBJECT TO THE EASEMENT PROVISIONS HEREON. I/WE FURTHER CERTIFY THAT THERE ARE NO LIENS OR ENCUMBRANCES ON THE PROPERTY CONTAINED IN THIS PLAT EXCEPT ______________.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS LAND IS SITUATED IN ROCKFORD PUBLIC SCHOOLS DISTRICT 205 IN WINNEBAGO COUNTY, ILLINOIS.

BY: ______________________________

ITS: ______________________________

CERTIFICATION BY NOTARY PUBLIC

I, ____________________, A NOTARY PUBLIC IN AND FOR THE COUNTY OF WINNEBAGO, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT ____________________, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND (SEVERALLY) ACKNOWLEDGED THAT HE SIGNED, SEALED AND DELIVERED SUCH INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ______________, 20___.

____

NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF ______________, 20___.

____

OWNER(S) OR ATTORNEY

____

REGISTERED PROFESSIONAL ENGINEER

CERTIFICATION BY CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE REVIEWED AND APPROVED THE DRAINAGE STUDY FOR THE PROPERTY WITHIN THE FINAL PLAT NO. 1 OF DISTRICT 815 SUBDIVISION. CONSTRUCTION PLANS HAVE BEEN SUBMITTED AND APPROVED, AND ALL PUBLIC IMPROVEMENTS HAVE BEEN BUILT AS REQUIRED, OR SECURITY IN A SUFFICIENT AMOUNT HAS BEEN PROVIDED FOR THIS CONSTRUCTION.

DATED THIS _____ DAY OF ______________, 20___.

____

CITY ENGINEER FOR THE CITY OF ROCKFORD, ILLINOIS

CERTIFICATION BY CITY LEGAL DIRECTOR

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROCKFORD DID, AT ITS MEETING OF THE _____ DAY OF ______________ 20___, APPROVE THIS PLAT AND AUTHORIZE IT TO BE RECORDED.

IN WITNESS THEREOF, I ______________, LEGAL DIRECTOR FOR THE CITY OF ROCKFORD, HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID CITY OF ROCKFORD, THIS _____ DAY OF ______________ 20___.

____

LEGAL DIRECTOR

CERTIFICATION BY THE CITY PLAT OFFICER

HAVING REVIEWED THE RECOMMENDATIONS OF THE PLANNING DIVISION, DEPARTMENT OF COMMUNITY DEVELOPMENT AND THE CONDITIONS PLACED ON THIS FINAL PLAT BY CITY COUNCIL, AND FINDING SUBSTANTIAL CONFORMITY WITH ALL PERTINENT LAWS, RULES AND REGULATIONS AND THE TENTATIVE PLAT OF THIS SUBDIVISION AS CONDITIONALLY APPROVED, THIS PLAT IS GIVEN FINAL APPROVAL THIS _____ DAY OF ______________, 20___.

____

CITY PLAT OFFICER

CERTIFICATION BY THE WINGIS PROGRAM MANAGER

I HEREBY CERTIFY THAT I HAVE REVIEWED AND APPROVED THE TIES TO THE WINNEBAGO COUNTY GEODETIC CONTROL NETWORK FOR THE PROPERTY EMBRACED WITHIN THIS PLAT. THE GEODETIC CONTROL NETWORK TIE FORM HAS BEEN SUBMITTED AND APPROVED.

____

WINGIS PROGRAM MANAGER

CERTIFICATION BY COUNTY CLERK

I, ____________________, COUNTY CLERK OF WINNEBAGO COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS, OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE LANDS EMBRACED WITHIN THE ATTACHED PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE COUNTY OF WINNEBAGO THIS _____ DAY OF ______________, 20___.

______________________________(COUNTY SEAL)

COUNTY CLERK

FORM FOR CERTIFICATION OF RECORDING OFFICIAL

FILED FOR RECORD THIS _____ DAY OF ______________, 20_____, AT _____ O'CLOCK ___M.,
RECORDED IN BOOK _______ OF PLATS, PAGE _______ AND EXAMINED.

DOCUMENT NUMBER ______________________

______________________________(COUNTY SEAL)

COUNTY RECORDER

EASEMENT PROVISIONS
1. Utilities and governmental bodies.

"Easements are hereby reserved for and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorizations and/or franchises and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "easement" to install, lay, construct, renew, operate and maintain storm and sanitary sewers, water mains, gas mains, surface drainage facilities, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television service; also is hereby granted the right to use the streets for said purposes, the right to install the required service connections over or under the surface on each lot and "Common area or areas" and "Common elements" to serve improvements thereon, or on adjacent lots and common area or areas and common elements, the right to enter upon the subdivided property at all times to install, lay, construct, renew, operate and maintain within the easement area the storm and sanitary sewers and water mains, gas mains, pipes, conduits, cables, poles, wires, braces, guys, anchors and other equipment, and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, saplings and roots, and remove any fences or landscape plantings that interfere with any of the public utility equipment or cable television equipment installed on the easement without responsibility to replace same, other than to replant any grass removed. No permanent structures, trees or berms shall be placed on the easement, but the easement may be used for purposes that do not then nor later interfere with the aforesaid uses or rights herein granted."

"If the grade of the subdivision property must be so altered or if private service lines require that the existing underground utility or cable television equipment be moved or otherwise altered, the property owners, their respective successors and assigns, shall reimburse the utility or cable television company for the necessary expense involved."

The term "Common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "outlots", "common elements", "open area", "common ground", "parking and common area". The terms "Common area or areas" and Common elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building or retention pond or mechanical equipment.

The term "Common elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(e), as amended from time to time.

2. Storm water detention areas and drainage easements:

"The maintenance of the drainage and storm water detention easement shall be the sole responsibility of the individual property owner. The finished grade of the easements shall not be landscaped, altered, or encroached upon by filling, re-grading, or construction of surface improvements that obstruct or redirect the flow of water, nor shall any buildings or structures be erected within this easement."

3. Designated Governmental bodies, utilities or cable television companies at the time of recording.
"At the time of recording, this plat is to be served by the following public utility companies: Four Rivers Sanitation Authority, Rockford Water, Commonwealth Edison Company, NiCor, Frontier Communications and/or Verizon Wireless, Insight Communications or their successors."

PLACEMENT OF UTILITIES

In all new subdivisions, all utilities shall be installed underground. The installation of such facilities shall be in compliance with the applicable orders, rules and regulations of the Illinois Commerce Commission now or hereafter effective.

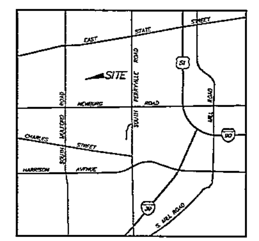
NOTE:

"Property is subject to a Planned Unit Development that was approved by City Council on November 20, 2024. ZBA File #045-24. Ordinance No. 2024-231-O".

FINAL PLAT NO. 1
OF
DISTRICT 815

BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN

CITY OF ROCKFORD
WINNEBAGO COUNTY, ILLINOIS
NOVEMBER 2025



LOCATION MAP

OWNER:
DISTRICT 815 LLC
4437 E. STATE STREET
SUITE 2
ROCKFORD, ILLINOIS 61108

PREPARED BY:
R.K. JOHNSON & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111
(815) 633-5097 - www.rkjohnsonassociates.com
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004994
NOVEMBER 7, 2025 JOB NO. 18386

THE CITY OF ROCKFORD ILLINOIS, USA

SUBDIVISION RECOMMENDATION

TO: Code and Regulation Committee

FROM: Scott Capovilla, SC Planning & Zoning Manager

DATE: January 15, 2026

SUBJECT: Final Plat of Dulgar Subdivision

LOCATION: 2814 Marshall Street

DEVELOPER: Robert Dulgar

ENGINEER: Survey Tech, a division of CES, Inc.

SITE DATA:

Year 2040 Plan:	RL – Light Residential
Existing Zoning:	R-1, Single-family Residential
Existing Land Use:	Vacant land
Total Area:	12,616 square feet or 0.29 Acres
Ward:	11 – Alderman Jamie Salgado

SURROUNDING ZONING AND LAND USES:

North:	R-1	Single-family residences
East:	R-1	Single-family residences
South:	R-1	Single-family residences
West:	R-1	Single-family residences

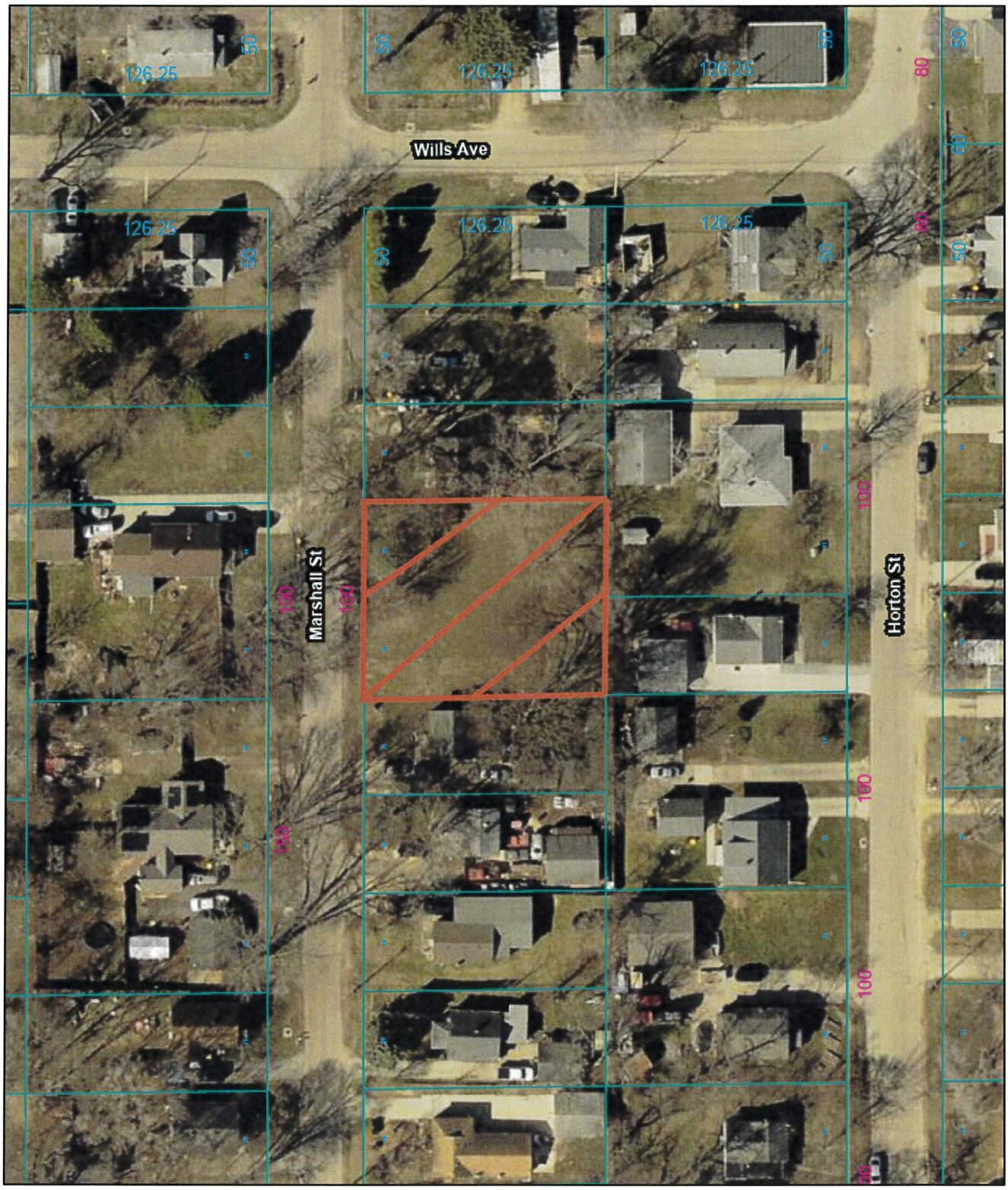
PLAT DATA: Number of Lots: 1

SOILS REPORT: Soil disturbance will occur as a result of developing the site. Soil disturbance can create soil erosion which must be properly managed to prevent adverse environmental impacts. Controlling erosion is easy and it is the law. It is important because eroding construction sites are a leading cause of water quality problems in Illinois. Best management practices should be employed throughout all phases of the construction project to properly manage discharges of storm water and to prevent soil erosion.

REVIEW COMMENTS: The developer is re-platting two existing parcels into one lot so he can build a single-family residence. The combination of the two parcels is necessary so there is one lot of record with one water service and one sanitary service. All utility easements are existing and no new easements are being provided. This plat is in conformance with the zoning for the site, the subdivision ordinance and the City of Rockford Comprehensive Plan.

RECOMMENDATION: Staff recommends **Approval** of Final Plat of Dulgar Subdivision.

ArcGIS Web Map



1:1,128

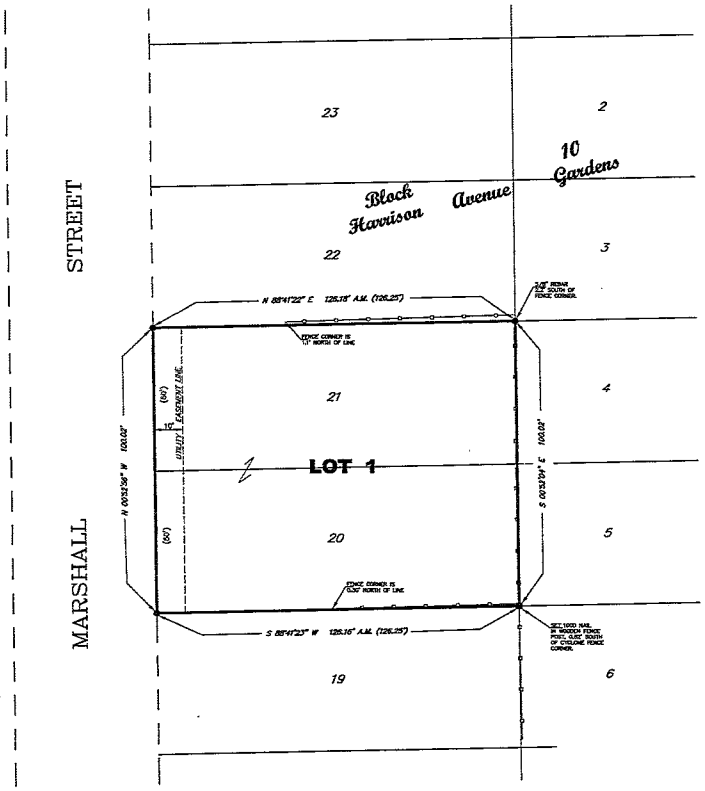
0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Parcel Ownership

FINAL PLAT OF
"DULGAR SUBDIVISION"

LOTS 20 AND 21 IN BLOCK 10 HARRISON AVENUE GARDENS PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 43 NORTH RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS 2025



LEGEND

- BOUNDARY OF SURVEY
- ● MONUMENT FOUND
- ■ P.K. NAIL FOUND
- ○ SET 5/8" REBAR
- □ SET MAG NAIL
- RIGHT-OF-WAY LINE
- FENCE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

I hereby certify that, at the request of the owners, I have surveyed and subdivided according to the annexed Plat of DULGAR SUBDIVISION; a part of the Northeast Quarter quarter of Section 1, Township 43 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Lot Twenty (20) and Lot Twenty-one (21) in Block 10, as designated upon the Plat of Harrison Avenue Gardens, being a re-subdivision of Clark's Subdivision, being a subdivision of part of the Northeast Quarter (1/4) of Section 1, Township 43 North, Range 1 East of the Third Principal Meridian, the Plat of which subdivision is recorded in Book 13 of Plats on page 47 in the Recorder's Office of Winnebago County, Illinois; containing 0.290 acre, more or less, subject to all easements, agreements, city/subdivision codes and/or ordinances of record, if any, all situated in the City of Rockford, Township of Rockford, the County of Winnebago and the State of Illinois.

Dimensions are given in feet and decimals of a foot. Iron rebar 5/8" in diameter and 3 feet long have been found at all points marked on the plat with an solid circle.

I hereby certify that no part of the property covered by this plat is situated within a special flood hazard area as identified by the Federal Emergency Management Agency for the City of Rockford on Panel No. 170723 and FIRM Map panel number 17201C0377E, effective date 02/17/2016.

Given under my hand and seal this 10th day of November, 2025.

Dale E. Wallace, Illinois Professional Land Surveyor No. 35-2821

EXPIRES 11-30-2025

THIS PROFESSIONAL SERVICE CONFORMS WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. FIELD WORK COMPLETED ON 9-11-2025

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

As owners, we hereby certify that we have caused the land described in the foregoing affidavit of the surveyor, to be surveyed, divided, and mapped as presented on this Plat. All streets, alleys, walkways, parks, playgrounds and school sites shown on this plat are hereby dedicated to the public for public purposes, and all easements shown are subject to the Easement Provisions hereon. I/we further certify that there are no liens or encumbrances on the property contained in this plat. We further certify that the parcel identified is located in the Rockford Public Schools District 205.

By: Robert Dulgar

Signature Printed Name Title

By: Karen Dulgar

Signature Printed Name Title

NOTARY CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

I, _____ a Notary Public in and for the County of Winnebago, in the State of Illinois, do hereby certify that Karen Dulgar and Robert Dulgar, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of November, 2025.

Notary Public

CITY LEGAL DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

This is to certify that the City Council of the City of Rockford did, at its meeting of the _____ day of _____, 2025, approve this Plat and authorize it to be recorded. In witness thereof, I, _____, Legal Director for the City of Rockford, have hereunto set my hand and affixed the seal of said City of Rockford, this _____ day of _____, 2025.

Legal Director

CITY PLAT OFFICER CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

Having reviewed the recommendations of the Planning Division, Department of Community Development and the conditions placed on this Final Plat by City Council, and finding substantial conformity with all pertinent laws, rules and regulations and the tentative plat of this subdivision as conditionally approved, this plat is given final approval this _____ day of November, 2025.

City Plat Officer

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

I hereby certify that I have reviewed and approved the drainage study for the property embraced within the Plat of Dulgar Subdivision. Construction plans have been submitted and approved, and all public improvements have been built as required, or security in a sufficient amount has been provided for this construction.

Dated this _____ day of November, 2025.

City Engineer

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

The undersigned hereby certify, to the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof, or, that such surface water drainage will not be changed without adequate provision being made for the collection and diversion of such surface waters in public areas or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of the subdivision.

Dated this ____ day of _____, 2025.

OWNER(S) or ATTORNEY

REGISTERED PROFESSIONAL ENGINEER

EASEMENT PROVISIONS

Easements are hereby reserved for and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorizations and/or franchisees and their respective successors and assigns within the area as shown by dashed lines on the plat and marked "easement" to install, lay, construct, renew, operate and maintain storm and sanitary sewers, water mains, gas mains, surface drainage facilities, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television service; also is hereby granted the right to use the streets for said purposes, the right to install the required service connections over or under the surface on each lot and common area or areas and common elements to serve improvements thereon, or on adjacent lots and common area or areas and common elements; the right to enter upon the subdivided property at all times to install, lay, construct, renew, operate and maintain within the easement area the storm and sanitary sewers and water mains, gas mains, pipes, conduits, cables, poles, wires, braces, guys, anchors and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, saplings and roots, and remove any fences or landscape plantings that interfere with any of the public utility equipment or cable television equipment installed on the easement without responsibility to replace same, other than to replant any grass removed. No permanent structures, trees or bonus shall be placed on the easement, but the easement may be used for purposes that do not then nor later interfere with the aforesaid uses or rights herein granted.

If the grade of the subdivision property must be so altered or if private service lines require that the existing underground utility or cable television equipment be moved or otherwise altered, the property owners, their respective successors and assigns, shall reimburse the utility or cable television company for the necessary expense involved. The term common area or areas is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "outlots" "common elements," "open area," "common ground," "parking and common area," the terms "common area or areas" and "common elements" include real property surfaced with interior driveways and walkways, but exclude real property physically occupied by a building or retention pond or mechanical equipment.

The term common elements shall have the meaning set forth for such term in the "Condominium Property Act", 765 ILCS 605/2(e), as amended from time to time.

Storm water detention areas and drainage easements: The maintenance of the drainage and storm water easement shall be the sole responsibility of the individual property owner. The finished grade of the easements shall not be landscaped, altered or encroached upon by filling, re-grading or construction of surface improvements that obstruct or redirect the flow of water, nor shall any buildings or structures be erected within this easement.

Designated governmental bodies, utilities or cable television companies at time of recording: "At the time of recording, this plat is to be served by the following public utility companies: Four Rivers Sanitation Authority, Rockford Water, Commonwealth Edison Company, NiCor, AT&T and/or Verizon Wireless, Comcast, or their successors."

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

I, _____, County Clerk of Winnebago County in the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the lands embraced within the Plat of DULGAR SUBDIVISION. In witness thereof, I have hereunto set my hand and seal of the County of Winnebago this _____ day of November, 2025.

County Clerk

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
(SS
COUNTY OF WINNEBAGO)

Filed for record this _____ day of _____, 2025, at _____ o'clock _____M., recorded in Book _____ of Plats, page _____ and examined.

_____ Document Number _____

County Recorder

SURVEY-TECH
A DIVISION OF C.E.S. INC.
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002959
104A MAPLE COURT ROCHELLE, ILLINOIS 61068
(815)-562-6771 FAX: (815)-562-6555

DATE:	SCALE:	DRAWN BY:
9-11-2025	1" = 20'	JP
		REVISED:

DULGAR SUBDIVISION

FB: WNN 16		FILE NUMBER:
ACAD: S28925	WINNEBAGO COUNTY	S289-25

DATE: 1/20/2026

TO: Alderman Frost, Chair
Finance and Personnel Committee

FROM: Carrie Hagerty

RE: **Referral: Finance Policies**

The Finance Department regularly reviews best practices, auditor recommendations, and operational needs to determine where policies are needed in our operations. For Council's consideration, we are presenting the following policies for review and approval:

1. Accounting Policy: this is a new policy and effectively memorializes current practice for several general accounting practices
2. Police and Fire Pension Funding Policy: this is also a new policy and one commonly in place in municipalities in Illinois. The policy outlines the City's current practice related to defining and funding required pension contributions.
3. Unclaimed Property Policy: minor updates to an existing policy to incorporate the requirements outside the State of Illinois.
4. Capital Asset Policy: combines our current vehicle replacement policy and surplus property policy with broader capital asset practices to reflect best accounting practice and incorporate some of our current operations.

Please let me know if you have any questions.

M E M O R A N D U M

Date: January 20, 2026

To: Finance & Personnel Committee
Members of City Council
Anne Wilkerson, Central Services Manager

From: Timothy Hinkens, City Engineer

Re: **Referral: City-FRSA Agreement (Davis Park)**

Please refer the above-referenced item to the Finance and Personnel Committee meeting.

Please feel free to contact Timothy Hinkens, City Engineer, with any questions.

THE CITY OF ROCKFORD ILLINOIS, USA

Memorandum

To: Alderman Kevin Frost, Chairman Finance and Personnel Committee

From: Todd Cagnoni, City Administrator

Re: Proposed Department of Commerce & Economic Opportunity (DCEO) Regional Site Readiness Grant Application Authorization and Award Acceptance

Date: January 20, 2026

Please refer Proposed Department of Commerce & Economic Opportunity (DCEO) Regional Site Readiness Grant Application Authorization and Award Acceptance.

Sarah Leyes
Director
Community and Economic
Development Department

Memorandum

To: Alderman Janessa Wilkins, Committee Chairman - Planning & Development Committee

From: Robert Wilhelmi, Site Readiness Coordinator 779.348.7425 | robert.wilhelmi@rockfordil.gov

Re: 2026 through 2028 Funding Request – Keep Northern Illinois Beautiful

Date: January 5, 2026

Keep Northern Illinois Beautiful (KNIB) has submitted a request to the City of Rockford for $60,000 annually to support its 2026 through 2028 programming. The City has previously made funding allocations to KNIB, most recently in 2023 in the amount of $50,000 per year for 2023 through 2025. KNIB is a 501(c)(3) non-profit public education organization whose mission is to improve our environment through education, public awareness and community involvement. KNIB continues to operate community Recycling Centers in Rockford, Machesney Park, and South Beloit, which provides convenient biweekly, volunteer-assisted, drop-off service for a variety of recyclables and electronics. The facilities make it possible for City residents to recycle who do not have City garbage and recycling service, such as residents living in condominiums and multi-family apartments. KNIB tracks facility usage by zip code. The most recent car count data shows approximately 66% of KNIB's users at the Rockford Recycling Center reside in a Rockford zip code and 51% among all 3 recycling centers.

KNIB's electronics recycling program has significantly reduced the City's annual expenditure on electronics recycling and disposal. In 2016, the City spent $165,000 on a public e-waste recycling program and was on course to spend approximately $180,000 in 2018 before KNIB allowed the program to transition from two Kelley-Williamson Mobil stations to their Rockford facility. In 2019, KNIB established itself as the only Illinois Consumer Electronics Recycling Act (CERA) authorized collection facility in Winnebago County. By becoming a State-authorized drop-off site, it eliminates the City of Rockford's need to cover the cost of residential e-waste collection and disposal.

In addition to electronics collection, KNIB provides pharmaceutical collection events, environmental education to schools and organizations, and provides neighborhood cleanups under the Great American Cleanup initiative. Due to frequent poor weather and reduced volunteer counts, KNIB transitioned from a single day event in the spring to a pick-a-day structure throughout the year where groups can sign up through KNIB and be provided the equipment and resources needed to have a successful cleanup. This move not only increased overall volunteer counts, but also litter volume. As part of this structure, KNIB has committed to support Alderman and neighborhood association requested events throughout the year where supplies can be delivered to a site of their choosing. Please find attached KNIB's 2026 – 2028 Grant Agreement and 2025 Summary of Services. Staff is recommending approval of KNIB's 2026 through 2028 funding request. The funding source is Garbage User Fees.

Rockford, Illinois Date: January 20, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Planning and Development, to whom was referred the matter of the approval of the 2026 - 2028 Funding Agreement between the City of Rockford and Keep Northern Illinois Beautiful (KNIB) in the amount of $60,000 annually, hereby begs leave to report **recommending approval** of the request as recommended.

_____
Janessa Wilkins (Chair)

_____
Tim Durkee (Vice Chair)

_____
Karen Hoffman

_____
Jaime Salgado

_____
Gina Meeks

Committee Action Taken: January 12, 2026

Wilkins: Ayes:___ Nays:____ Absent:____
Durkee: Ayes:___ Nays:____ Absent:____
Hoffman: Ayes:___ Nays:____ Absent:____
Salgado: Ayes:___ Nays:____ Absent:____
Meeks: Ayes:___ Nays:____ Absent:____

KEEP NORTHERN ILLINOIS BEAUTIFUL AGREEMENT FOR THE DISBURSEMENT OF GENERAL FUNDS

This Agreement, entered into this ____ day of _____, 2026, between the City of Rockford Department of Community Development, on behalf of the City of Rockford, a municipal corporation (hereinafter referred to as the "City"), and Keep Northern Illinois Beautiful and affiliate of Keep America Beautiful (hereinafter referred to as "KNIB"), sets forth the terms and conditions under which General Funds (hereinafter referred to as "General Funds") will be disbursed by the City to KNIB.

WHEREAS the City allocates and may grant funds under the General Fund; and

WHEREAS the purpose of this cooperative program includes the development, marketing, coordination and implementation of environmental improvements through education, public awareness and community involvement; and

WHEREAS another purpose of this cooperative program is to promote partnerships among the City and non-profit organizations in order to more effectively implement such programs and projects; and

WHEREAS legislation allows for a unit of local government to grant General Funds for programs and the implementation of improvements to the environment; and

WHEREAS KNIB is willing to undertake such activities; and

WHEREAS the City and KNIB have a relationship for the granting of General Funds on a fee for service basis; and

WHEREAS the City Council, through Ordinance has agreed to fund the application of KNIB through General Funds; and

NOW THEREFORE, the City and KNIB do hereby agree to the following terms and conditions with respect to the granting of funds from the General Fund.

I. TERMS AND CONDITIONS

1.1 This Agreement shall commence on January 1, 2026 or upon City Council approval, and shall expire December 31, 2028 subject to the conditions contained herein.

1.2 The City and KNIB agree that they have developed a "Services" during the term of this Agreement. The Services for 2026 - 2028 has been developed, and a copy of the subject Services is attached hereto and incorporated herein as Exhibit "A."

II. AMOUNT OF FUNDING

2.1 The amount of fee for service funds available to KNIB under this Agreement shall be a maximum of $60,000.00 per calendar year. Payment for 2026 will be made in a lump sum at the beginning of the year or upon City Council approval. Payment for 2027 and 2028 will be made in a lump sum upon receipt of satisfactory annual report.

2.2 Said funding shall be contingent upon the satisfactory performance as determined by the City and as agreed to by the parties pursuant to the annual "Service Review" described in Article I above.

2.3 Any funds not expended by KNIB during the term of this Agreement shall be deobligated and returned to the City.

2.4 No funds provided under this Agreement shall be used for the acquisition, maintenance, development and/or demolition of real estate including but not limited to the payment of acquisition costs, professional fees and/or commissions, closing costs, holding costs, maintenance costs, utility costs, and/or real estate taxes.

III. PERFORMANCE MEASUREMENTS

Under this Agreement, KNIB will complete the activities as outlined in the Service Review. Substantial completion of all of the Service Activities as outlined in the Service Review will be required and used as the measure of the KNIB's performance.

IV. INCORPORATION OF OTHER DOCUMENTS

It is understood that the parties to this Agreement shall comply with the State of Illinois law and any related rules, as may be amended from time to time, and that the terms and conditions of such rules are expressly incorporated by, and made a part of, this Agreement.

V. INDEMNIFICATION AND INSURANCE

KNIB, its subcontractors and agent(s), hereby release and convey and agree to indemnify and save harmless the City of Rockford, its representatives, officers, agents and employees from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or by virtue of the execution and performance of this Agreement or any other Agreement entered into pursuant to this Agreement. In the event that any action or proceeding is brought against the City, its representatives, officers, agents and/or its employees by reason of any such claim or demand, the KNIB will, at its sole cost and expense, resist or defend such action or proceeding.

VI. CONFLICT OF INTEREST

The City and KNIB hereby covenant and agree:

6.1 No person described below who exercises or has exercised any functions or responsibilities with respect to activities assisted with General Funds or are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from the General Fund assisted project, or have an interest in a contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This conflict of interest provision applies to any person who is an employer, agent, consultant, officer, elected official, or appointed official of the City.

6.2 These provisions shall also apply to employees of KNIB.

6.3 These provisions shall also apply to the unpaid members of the board of directors, insofar as they are consistent with KNIB Bylaws.

VII. LIAISON

The Director of the Department of Community and Economic Development shall designate one member of City staff to serve as liaison with KNIB.

VIII. PROGRESS REPORTS

KNIB shall submit an annual progress report to the City which address how the goals of the service review

have been achieved. If they have not been achieved, an explanation needs to be provided. Said Progress reports shall be submitted no later than February 1 following the program year.

IX. TERMINATION

9.1 Events Causing Termination. This Agreement shall terminate upon any of the following events:

a. Voluntary or involuntary dissolution of KNIB.
b. Termination for convenience by a written request from KNIB granted by the City, to terminate its duties under this Agreement. The City may terminate this Agreement with the consent of KNIB. The parties shall agree upon the conditions for termination.
c. Expiration of the term of this Agreement as set forth in Article I above.
d. Termination by the City for cause pursuant to Section 9.2 below.

9.2 Termination for Cause. If, through any cause, KNIB shall fail to fulfill in a timely and proper manner its obligations under this Agreement, specifically, but not limited to the successful completion of activities as outline in section III, the City shall thereupon have the right to terminate this Agreement by giving written notice to KNIB of such termination and specifying the effective date of such termination, at least sixty (60) days before the effective date of such termination. This provision may be waived at the discretion of the City. In the event that KNIB corrects or cures said default to the satisfaction of the City prior to said date, this Agreement shall not be terminated for cause by the City.

9.3 Liabilities upon Termination. In event of termination, all finished or unfinished documents, data, studies and reports prepared by KNIB under this Agreement shall, at the option of the City, be turned over to the City and become its property, and KNIB shall be entitled to receive just and equitable compensation for any satisfactory work or services rendered prior to termination. Additionally, if termination is for other than expiration of term, all unexpended grant funds held by KNIB shall be returned to the City. Notwithstanding the above, KNIB shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payments to KNIB for the purpose of setoff until such time as the exact amount of damages due the City from KNIB is determined.

9.4 Remedies Other Than Termination. Should review of KNIB Town's performance show nonconformity with any terms or conditions herein, KNIB shall be in breach of this Agreement, and the City may take appropriate action as it deems necessary, including but not limited to temporary withholding or reduction of payment, or suspension of General Funds program operations. The selection of a remedy, other than termination, shall not prevent the City from subsequently terminating this Agreement as described herein.

9.5 Reversion of KNIB Property Upon Termination. Upon termination of this Agreement, for any reason whatsoever, all records with regard to the use of General operating funds shall become property of the City.

X. ADMINISTRATION

The terms and provisions of this Agreement shall be administered on behalf of the City by its Director of Community and Economic Development or an assigned person. Unless law otherwise requires, all necessary notices, submissions and approvals shall be given to or by the Director.

XI. NOTICES

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by United States mail, postage prepaid, to the following addresses:

AS TO THE CITY

Director, Community & Economic Development
City of Rockford
425 East State Street
Rockford, Illinois 61104

AS TO Keep Northern Illinois Beautiful

Ms. Pamela Osborne, Executive Director
Keep Northern Illinois Beautiful
4665 Hydraulic Avenue
Rockford, Illinois 61109

XII. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The City or KNIB may request changes. Such changes, including any increase or decrease in the amount of compensation for KNIB which are mutually agreed upon by and between the City and KNIB shall be incorporated in written amendments to this Agreement, subject to City Council approval.

XIII. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

XIV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

KEEP NORTHERN ILLINOIS BEAUTIFUL AGREEMENT FOR THE DISBURSEMENT OF GENERAL FUNDS

KEEP NORTHERN ILLINOIS BEAUTIFUL

By: _____
Pamela Osborne, Executive Director

CITY OF ROCKFORD

By: _____
Thomas P. McNamara, Mayor

ATTEST:

By: _____
Angela L. Hammer, Legal Director

EXHIBIT A

Keep Northern Illinois Beautiful is a 501(c)(3) non-profit public education organization. Our mission is to improve our environment through education, public awareness and community involvement. We are committed to involving individuals in actions that enhance civic vitality: becoming informed; preventing and cleaning up litter; safely disposing of household waste, including toxic substances that can contaminate groundwater and drinking water; and recycling to reduce the community's solid waste footprint. These focus areas make neighborhoods safer, commercial corridors more vibrant and public spaces more beautiful. They contribute to the health and well-being of residents, while keeping our local environment clean, green and healthy. Keep Northern Illinois Beautiful is North Central Illinois' only affiliate of Keep America Beautiful, the nation's largest volunteer-based community action and education organization and has been operating continuously in the Rockford area since 1988.

Funding Request $60,000

Total Operating Budget $475,336

Organizational Projects funding requests

The Rockford Recycle Center provides convenient biweekly, volunteer-assisted, drop-off service at 4665 Hydraulic Road. We make it possible for city residents who do not have curbside bins to recycle, (such as residents living in condos and multi-family apartments); and those residents who do have curbside service but have big items, large quantities, or items that are not accepted at curbside pickup. The items not accepted for curbside pickup are primarily Electronics. Even though we charge for TV's & Monitors, we lost the revenue from electronics plus we had to hire a warehouse assistant to help get the TV's and electronics wrapped and packaged correctly to go to the recycler per the program's specifications. There is a lot more work involved being in this program.

The Rockford Recycle Center collects the standard recyclables as well as metal, small and large appliances, (including appliances with Freon in them), clothing and textiles.

Budget

Administration	$70,000
Building Cost	$16,488
Supplies, Utilities & Maint	$28,840
	$115,328

Great American Cleanup and Litter index is focused on removing the winter's accumulation of litter on over 310 miles of Rockford area streets and highways. The Litter index determines where the most accumulation of litter may be. We use this when volunteers ask where to clean. This is also used by Keep American Beautiful. They collect the required Litter Index from all 700 affiliates across the US to determine areas with the most litter. Keep American Beautiful has a movement called Greatest American Clean-up. They used all the data and did a survey to determined there are 50 billion pieces of trash to clean up. The affiliates and KAB is making it a goal to pick up at least 25 billion of that by July 2026, which is the 250th anniversary of American. Counties, Cities, Wards, Businesses, Associations or individual people can go to KAB.org and pledge to help clean up.

Each year over 55,000 lbs of trash are picked up. The presence of litter reduces property values and contributes to blight and crime. The Great American Clean-up, by removing debris, contributed to both economic and neighborhood vitality. Even though volunteers sign up year around, we are still dedicated to the Ward and Association clean ups. Since the weather did not always cooperate on the last Saturday in April, our Alderman and neighborhood associations can still plan that day or a different day that may work for them. For the Alderman, associations and large groups call KNIB about a clean-up day you would like, We will help you plan, deliver supplies to a site you choose and register this on our calendar's. KNIB will also do a presentation about the clean up and leave brochures and posters to pass out to your residence if requested. We have digital versions available also.

Budget

Administration	$10,800
Advertising & Printing	$ 1,200
	$12,000

Unused/Expired Medication Collection provides a completely safe and cost-free avenue for City of Rockford residents to dispose of unused/unwanted/expired medications, protecting the city's drinking and ground water. The collection is accomplished in partnership with Mercyhealth System, SwedishAmerican, a Division of UW Health, OSF St. Anthony Medical Center, University of Illinois College of Pharmacy at Rockford, the Rock River Water Reclamation District, as well as major pharmacies, law enforcement and other collaborators.

Budget

Administration	$12,200
Advertising & Printing	$ 1,500
	$12,700

Environmental Education provides an avenue for City of Rockford residents to educate the public about recycling and how and what to put in the recycle bins. We do this by giving classes, going into schools, putting up tables and creating videos on our website. We answer hundreds of phone calls every week about what we take, and what the Hazardous Waste site takes. We have resources to help Rockford residents recycle their items.

Budget

Administration	$35,000
Advertising & Printing	$ 2,500
	$37,500

THE CITY OF ROCKFORD ILLINOIS, USA

Thomas P. McNamara, Mayor

MEMORANDUM

TO: Planning and Development Committee

FROM: Todd Cagnoni, City Administrator

RE: Proposed amended development agreement with First Midwest Group (Machesney Investment LLC) and McDonalds for the establishment of a McDonalds at 4103 West State Street.

DATE: December 19, 2025

For your consideration, is proposed amended development agreement with First Midwest Group (Machesney Investment LLC) and McDonalds for the establishment of a McDonalds at 4103 West State Street for an additional amount of $200,000. Funding Source is 2025 Casino Plan Funds / Economic Development High Risk Area in the amount of $200,000. The funding is requested to fill the gap on the developers expected return from the development.

First Midwest Group currently owns the property under an LLC and has for the last eight years. The property is subject to a development agreement executed in 2017 that allowed the establishment of DaVita as the first phase of development. The terms of the existing development agreement provide the Developer reimbursement of 100% of the annual incremental taxes generated by the improvement to the Property, on a pay-as-you-go bases from the Springfield Corners TIF District.

The developer has provided a detailed gap analysis / narrative for the McDonalds and development which is included as part of the packet. The summary includes significant detail related to the financial gap and summary of benefits to the City, including return on investment to the City.

Staff recognizes the benefits in the establishment of the additional development on the west side, but questions why tax payers have to provide financial incentive to the benefit of McDonalds. City Council recently approved a Policy on Food Insecurity that recognizes the harm a high number of fast-food restaurants in concentrated area can have, (Food Swamp). Staff does not suggest the project should be prohibited and supported the zoning approval, but feels the utilization Economic Development funds for High Risk areas could be better invested to serve west side residents.

Funding provided outside of TIF funds will require State of Illinois prevailing wage requirements to be satisfied.

Staff recommends denial of proposed amendment to the development agreement. Should you have any questions, please let me know.

Rockford, Illinois Date: January 20, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Planning and Development, to whom was referred the matter of the approval of the proposed amendment to the Development Agreement with First Midwest Group (Machesney Investment LLC) and McDonald's for the establishment of a McDonald's at 4103 West State Street in the amount of $200,000, hereby begs leave to report **recommending approval** of the request as recommended.

_____
Janessa Wilkins (Chair)

_____
Tim Durkee (Vice Chair)

_____
Karen Hoffman

_____
Jaime Salgado

_____
Gina Meeks

Committee Action Taken: January 12, 2026

Wilkins: Ayes:___ Nays:____ Absent:____
Durkee: Ayes:___ Nays:____ Absent:____
Hoffman: Ayes:___ Nays:____ Absent:____
Salgado: Ayes:___ Nays:____ Absent:____
Meeks: Ayes:___ Nays:____ Absent:____

Rockford, Illinois Date: January 20, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

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Jaime Salgado

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Gina Meeks

Committee Action Taken: January 12, 2026

Wilkins: Ayes:___ Nays:____ Absent:____
Durkee: Ayes:___ Nays:____ Absent:____
Hoffman: Ayes:___ Nays:____ Absent:____
Salgado: Ayes:___ Nays:____ Absent:____
Meeks: Ayes:___ Nays:____ Absent:____

AMENDMENT TO THE DEVELOPMENT AGREEMENT
BETWEEN CITY OF ROCKFORD AND MACHESNEY INVESTMENTS

This AMENDMENT TO THE DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of the _____ day of _____, 2025, by and between the CITY OF ROCKFORD, an Illinois municipal corporation ("the City") and MACHESNEY INVESTMENTS L.L.C ("Developer"). The foregoing participants to this Agreement shall be collectively referred to as the "Parties."

WHEREAS, on February 8, 2017, the City and Developer entered into a development agreement ("Agreement") for financial assistance through the Springfield Corners Tax Increment Financing District ("Midtown TIF") for the rehabilitation of 4103 W. State Street, Rockford ("Property"); and

WHEREAS, the project included redeveloping the property by constructing up to three commercial buildings, associated parking lots and related amenities; and

WHEREAS, pursuant to the Agreement, the City will provide reimbursement for Redevelopment Project Costs as defined in the TIF Act at the rate of 100% of the incremental increase in property taxes generated by the initial development of the Project on a pay-as-you-go basis from the Springfield Corners TIF through December 31, 2025; and

WHEREAS, the Developer has constructed a DaVita dialysis clinic on the property;

WHEREAS, the Developer is now seeking to construct a new McDonald's restaurant on the property, but the existing Agreement does not cover additional requested gap in financing to advance the project; and

WHEREAS The project is value-creating phase of a long-term development project initiated approximately eight years ago to develop an underutilized parcel at the intersection of West State Street and Springfield Avenue as a strategic location with significant redevelopment potential.

WHEREAS, the Parties desire to amend the Agreement to include additional funding in the amount of Two Hundred Thousand Dollars ($200,000).

NOW, THEREFORE, the City and Developer agree as follows:

1. The Recitals set forth above are an integral part of this Amendment and by this reference are incorporated in this Section 1.

2. Section 2 of the Agreement shall be amended to include subsection (g) as follows:

   Prevailing Wage: The Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). Pursuant to the Act, contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages"

(hourly cash wages plus fringe benefits) in the county where the work is performed.

3. Section 2 of the Agreement shall be amended to include subsection (h) as follows:

   Certified Payroll: Pursuant to the Act, any contractor and any subcontractor who participates in the public works shall file with the State of Illinois certified payroll for those calendar months during which work on the public works project occurs. Certified payrolls shall be made available to the City upon reasonable request to monitor for compliance with the Act.

4. Section 3 of the Agreement shall be amended to insert a new subsection (a) as follows:

   City shall disburse Casino Economic High-Risk Neighborhood grant funds to Developer in the amount of Two Hundred Thousand Dollars ($200,000) upon completion of the Project and issuance of a final Certificate of Occupancy.

5. All remaining subsections in Section 3 are renumbered accordingly.

6. Subsection 3(f) shall be amended as follows:

   WITH EXCEPTION OF THE $200,000 GRANT FUNDING, THE CITY'S OBLIGATION TO PAY THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND OF THE CITY CREATED WITH RESPECT TO THE PROJECT AS DEFINED IN PARAGRAPH 2. (a) ABOVE, (THE "STAF") AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

7. Other than the section amended herein, all remaining provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Development Agreement on the date first above written.

Machesney Investments L.L.C.,
Developer

BY: _____

General Partner

CITY OF ROCKFORD, an Illinois
Municipal Corporation

BY: _____
Thomas P. McNamara
Mayor

ATTESTED: _____
Angela L. Hammer
Legal Director

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago and Ogle Counties, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 8th day of February, 2017, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2017-18-O** and said resolution was so published on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 8th day of February, 2017.

[SEAL]

LEGAL DIRECTOR AND EX OFFICIO
KEEPER OF THE RECORDS AND SEAL

LSV/nd Committee report passed: 2/6/17

ORDINANCE NO. 2017 - 18 -0

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD, WINNEBAGO COUNTY AND OGLE COUNTY, ILLINOIS, THAT:

The attached Development Agreement between the City of Rockford and First Midwest Group (Machesney Investments, LLC) for the construction of a commercial /retail node including Davita dialysis medical services center at the northwest corner of West State Street and North Springfield Avenue be approved and the Mayor and Interim Legal Director be authorized to execute the same.

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

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval, and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

APPROVED:

MAYOR

AYES: DURKEE, GETCHIUS, MCNAMARA, FROST, CONNELL, THOMPSON-KELLY, ODDO, NEWBURG, BEACH, ELYEA, MCNEELY, CHIARELLI

NAYS:

ABSENT: HERVEY, BECK

ABSTAIN:

ATTESTED:

INTERIM LEGAL DIRECTOR

PASSED: 2/6/17 APPROVED: 2/6/17 PUBLISHED: 2/6/17
FILED in my office this 8th day of February, 2017, and published in pamphlet form this 8th day of February, 2017 by order of the City Council of the City of Rockford, Illinois.

Interim Legal Director and ex officio
Keeper of the Records and Seal

APPROVED BY:

Kerry F. Partridge, Interim Legal Director

RECOMMENDED BY:

Lafakeria S. Vaughn, Assistant City Attorney

[SEAL]

DEVELOPMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this 8th day of February, 2017, by and between the CITY OF ROCKFORD, ILLINOIS, an Illinois municipal corporation (the "City"), and MACHESNEY INVESTMENTS, L.L.C. (the "Developer").

PREAMBLES

WHEREAS, in the Redevelopment Project Area (as defined below), the City has identified a need for the location and redevelopment of commercial property in the City; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"), the Mayor and Aldermen of the City (collectively, the "Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area," as such term is defined in the TIF Act; and

WHEREAS, in accordance with the requirements of the TIF Act, on October 15, 2002, the Corporate Authorities adopted Ordinance No. 2002-266-0 which approved a redevelopment plan and project, entitled the Springfield Corners Tax Increment Financing Redevelopment Plan and Program (the "Redevelopment Plan"), for the Springfield Corners Area (the "Redevelopment Project Area"); and

WHEREAS, also in accordance with the requirements of the TIF Act, on October 15, 2002 the Corporate Authorities adopted Ordinances No. 2002-265-0 and No 2002-264-0, which designated the Redevelopment Project Area as a "redevelopment project area," as that term is defined under the TIF Act, and approved tax increment financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have determined that the blighting factors described in the Redevelopment Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area; and

WHEREAS, the blighting factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment allocation financing to pay Redevelopment Project Costs, as that term is defined in Section 3(d) of this Agreement, which necessarily must be incurred to implement the aforesaid program of redevelopment; and

WHEREAS, the Developer is the fee simple title holder to real estate, which said real estate is located within the Redevelopment Project Area, and Developer proposes to redevelop the property, constructing up to three commercial buildings, associated parking lots and related amenities (the "Project"), all as more fully described on Exhibit A attached hereto and incorporated herein. Said real estate is legally described on Exhibit B, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the proposal of the Developer is to do the following in connection with the Project: (i) undertake and pay for the costs of all plans and specifications, professional fees and apply for and receive all required plan review approvals and permits; and (ii) undertake and complete the Project in compliance with the approved plans and permits and city codes; and

WHEREAS, upon substantial completion, the Project will represent an investment on the part of the Developer of approximately $1,730,000; and

WHEREAS, the Project is consistent with the Redevelopment Plan and is located within the Redevelopment Project Area; and

WHEREAS, the City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and which are further designated by law as eligible costs as defined by the TIF Act; and

WHEREAS, in order to induce the Developer to complete the Project, the Corporate Authorities have determined that it is in the best interests of the City and the health, safety, morals and welfare of the residents of the City, on the terms and subject to the conditions set forth in this Agreement, to reimburse the Developer for eligible Redevelopment Project Costs in an amount not to exceed the TIF eligible expenses incurred by the developer; and

WHEREAS, the Corporate Authorities have determined that the obligations of the City for the benefit of the Developer described in the immediately preceding recital and the completion of the Project by the Developer pursuant to this Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the City and other taxing districts and adding to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Development of the Project.

(a) Developer has an opportunity to immediately construct a Davita dialysis clinic and subsequently construct two additional commercial buildings on the Subject Property. The parties acknowledge that the development of the Project will take place in phases over multiple years. The minimum investment by the Developer for the Davita dialysis clinic shall be $1,730,000.

(b) Prior to commencing construction, the Developer shall apply to the City for all necessary building permits for the improvements to be made by the Developer by submitting all plans and specifications required pursuant to the City Code of Ordinances ("City Code"). The Developer

shall be responsible for all building permit fees. The City shall review the building permit application as provided in the City Code. The plans and specifications and all other required submissions shall also comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to the development of the Project (collectively, the "Legal Requirements").

(c) The proposed Project is currently permitted and in compliance with the City zoning ordinance and its land use regulations. In the event such regulations are amended in the future wherein the current use, setbacks and other features of the Project are no longer permitted, such features shall be considered "lawful non-conforming" and allowed to continue as provided for by the City Zoning Ordinance.

(d) Development of the Subject Property shall be completed at the sole cost and expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing, conform to the approved plans and specifications. The project will not require sidewalk along Lydia or curb and gutter West of the furthest entrance of Lydia.

(e) In recognition of the contribution of Tax Increment to the Project the assessed value of the property or the project during the initial term of the Springfield Crossings Tax Increment Financing District (final Levy Date of 12/31/2025) shall not be protested without the consent of the City.

(f) In recognition of the contribution of Tax Increment to the Project, Developer agrees that the property shall not be used for:

(i) Adult uses;
(ii) Tattoo shops;
(iii) Gaming machine establishments, but not prohibiting a legitimate restaurant/bar that has gaming machines as an ancillary component of its operations;
(iv) Tobacco stores;
(v) Second Hand store, excluding national or regional brands (such as ReTool, Play It Again Sports, Plato's Closet, Gamestop, etc.);
(vi) Cash for Gold store;
(vii) Payday Loan store; and
(viii) Title Loan store.
(ix) Pawn Shop

Section 3. Developer Payments.

(a) As long as no event described in Section 14 of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for the Redevelopment Project Costs incurred by the Developer set forth in Exhibit C (the "Eligible Redevelopment Project Cost Schedule") which are approved by the City pursuant to Section 3(c). The City agrees to provide the Developer 100% of the Increment generated by the Project commencing annually on the year after the Certificate of Occupancy is issued for the remaining term of the initial Springfield Crossings Tax Increment Financing District ending on 12/31/2025.

(b) The TIF funding provided by the City, as described herein, shall be disbursed to Developer by October 31st each year following the receipt of property taxes from the County, but

shall be subject to Developer's proof of such Redevelopment Project Costs under the TIF Act. The Developer shall provide proof of the Redevelopment Project Costs only once upon completion of the Project. These Redevelopment Project Costs shall include those expenses described on Exhibit L and shall include, but not be limited to, land acquisition, demolition, site preparation, rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, landscaping, parking lot construction, utility relocation, architectural and engineering costs, thirty percent (30%) of the interest, based on a commercially reasonable amortization schedule, on a loan secured to pay for the construction of the Project and legal fees. Developer shall provide documentation that the property taxes for the Project have been paid in full and are current. Developer shall submit to the City a written request for reimbursement of the TIF increment along with the documentation of the property tax payment by October 1st of each year.

(c) In connection with the payments set forth in Section 3(b), the Developer shall provide such evidence as the City shall reasonably request to establish that the Developer has incurred the costs for the work identified in Exhibit C. Such evidence shall include but not be limited to bills, paid receipts, contracts, invoices, lien waivers or other similar evidence. All bills and receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced / paid.

(d) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement.

(e) Notwithstanding anything to the contrary contained herein, Developer shall have the right to designate a different entity to whom payments hereunder shall be made. Developer's initial designated entity is First Mulford Retail, Inc.

(f) THE CITY'S OBLIGATION TO PAY THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND OF THE CITY CREATED WITH RESPECT TO THE PROJECT AS DEFINED IN PARAGRAPH 2.(a) ABOVE, (THE "STAF") AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

Section 4. Term.

Unless earlier terminated pursuant to Section 14 hereof, the term of this Agreement shall commence on the date of execution and end upon the first to occur of (i) the date the aggregate payments to the Developer pursuant to Section 3 hereof equal the total Redevelopment Project Costs expended or (ii) the termination of the Redevelopment Project Area as required by law. The parties agree that the covenant prohibiting the protest of assessed valuation of the property set forth in Section 2 (e) and Section 2(f) above, shall survive the agreement and shall bind the Developer's heirs, successors, assigns and legatees.

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

Section 6. No Discrimination.

The Developer for itself and its successors and assigns agrees that, in the development of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause. Notwithstanding the foregoing, the Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

Section 7. Waiver.

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

Section 8. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City. No such assignment shall be deemed to release the Developer of its obligation to the City unless the City specifically consents to such release, which it is under no obligation to do.

Section 9. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 10. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual

delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Machesney Investments, L.L.C.
c/o First Midwest Group
6801 Spring Creek Rd.
Rockford, IL 61114

To the City:

City of Rockford
Attention: City Administrator
425 East State Street
Rockford, Illinois 61104

With a copy to:

ATTN: General Counsel
First Midwest Group
6801 Spring Creek Rd.
Rockford, IL 61114

Section 11. Successors and Assigns.

The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

Section 12. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 13. Memorandum.

Either party, at its sole expense, may record this Agreement in the Office of the Recorder of Deeds, Winnebago County, Illinois.

Section 14. Remedies – Liability.

(a) If the Developer is in default of this Agreement, the City shall provide the Developer with a written statement setting forth the default of the Developer. Default is defined as Developer's lack of fulfillment of any obligation under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such default until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such

time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer shall fail to cure any default after the expiration of the cure period described in subparagraph (a), the City may elect to terminate this Agreement or exercise any other right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the debts of the Developer, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law, but is not required, with or without notice of such election and with or without entry or other action by the City, to terminate this Agreement. To effect the termination of this Agreement under this Section 14(b), the sole obligation of the City shall be to record, in the Office of the Winnebago County Recorder, a Certificate of Default, executed by the Mayor of the City or such other person as shall be designated by the Corporate Authorities, stating that this Agreement is terminated pursuant to the provisions of this Section 14(b), in which event this Agreement, by virtue of the recording of such certificate, shall automatically become null and void and of no further force and effect.

(c) In addition to any other rights or remedies, the City may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the City shall institute legal action against the Developer because of a default of this Agreement, the City shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(d) The rights and remedies of the City are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the Developer.

(e) If the City is in default of this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. In addition to any other rights or remedies, the Developer may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law

or in equity, including, but not limited to the equitable remedy of an action for specific performance.

Section 15. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 16. Signs.

The City may erect a sign of reasonable size and style in a conspicuous location on the Subject Property during the development of the Project indicating that the City provided tax increment financing to assist the Project.

Section 17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 18. Time is of the Essence.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 19. Choice of Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Winnebago County, Illinois.

Section 20. Cooperation and Further Assurances.

The parties covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents

supplemental hereto and such further acts as may be reasonably required to carry out the terms, provisions and the intent of this Agreement. The City agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary governmental approvals for the Project. The City shall further promptly process and consider reasonable requests of the Developer for relief or variances from any City ordinances, applicable building permits, or other permits necessary for the construction of the Project.

Section 21. Repealer.

To the extent that any ordinance, resolution, rule, order or provision of the Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rockford, Illinois.

Machesney Investments, L.L.C.
By: Sunil Millennium Capital II, L.P.

By: _____
Sunil Puri, General Partner

CITY OF ROCKFORD, ILLINOIS
A Municipal Corporation

By: _____
Mayor

ATTEST:

_____
Interim City Legal Director

EXHIBIT A

The Project consists of the redevelopment of the lot commonly referred to as 4103 W. State St., Rockford, IL, PIN: 11-20-131-012. The full scope of the redevelopment project involves the following activities, some of which have occurred prior to the date hereof:

1. Acquisition of the Subject Property
2. Removal of the remnants of the previously demolished building that was located on the Subject Property.
3. Site grading and preparation for redevelopment.
4. Installation of sewer/water lines.
5. Installation of new electrical services
6. Construction of new ~6,700 square foot building on northernmost lot of the Subject Property
7. Construction of up to two new buildings on the southernmost two lots
8. Construction of new parking lots and associated landscaping on the Subject Property.
9. Construction of pylon signage for buildings.
10. Building out interior spaces for tenants.

Exhibit B

Lots Ninety-five (95), Ninety-six (96), Ninety-seven (97), Ninety-eight (98), One Hundred Two (102) and One Hundred Three (103) as designated upon the Plat of Second Lincoln Park Subdivision, a Subdivision of part of the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 13 of Plats on page 51 in the Recorder's Office of Winnebago County, Illinois, together with the now vacated alley lying between Lots Ninety-seven (97), Ninety-eight (98), One Hundred Two (102) and One Hundred Three (103) and the South Half (1/2) of said alley lying North of Lots Ninety-five (95) and Ninety-six (96); ALSO, a tract of land lying in the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point of intersection of the center line of West State Street and the East line of the Northwest Quarter (1/4) of said Section, said point being 1,110.78 feet South of the Northeast corner of the said Northwest Quarter (1/4); thence Westerly along the center of West State Street, 242.0 feet to a point; thence North on a line parallel with the East line of the Northwest Quarter (1/4) of said Section, 361.08 feet to a point; thence Easterly, parallel with West State Street, 242.0 feet to a point on the said East line of said Northwest Quarter (1/4) of said Section; thence South, along said Quarter (1/4) Section line 361.08 feet to the place of beginning; EXCEPTING THEREFROM that part to the State of Illinois recorded June 15, 1961 in Book 1268 on page 531, described as follows: Part of the Northwest Quarter of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, described as follows: Beginning on the Northerly line of the right-of-way for State Highway State Bond Issue Route 5 at a point 33 feet perpendicularly distant Westerly from the East line of said Northwest Quarter; thence Northerly 109.8 feet, parallel with the East line of said Northwest Quarter; thence Southwesterly on a straight line, 71.02 feet to a point 45 feet perpendicularly distant Westerly from the East line of said Northwest Quarter; thence Southwesterly on a straight line to a point on the Northerly line of the right-of-way for State Highway Bond Issue Route 5 which is 85 feet perpendicularly distant Westerly from the East line of said Northwest Quarter; thence Easterly on said right-of-way line to the point of beginning; FURTHER EXCEPTING THEREFROM part of the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, Winnebago County, Illinois, described as follows: Beginning at the Southeast corner of Lot One Hundred Thirty-one (131) as designated upon the Plat of Second Lincoln Park Subdivision, being a Subdivision of part of the Northwest Quarter (1/4) of Section 20, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which Subdivision is recorded in Book 13 of Plats on Page 51 in the Recorder's Office of Winnebago County, Illinois; thence North 84 degrees 52' 05" West along the South line of said Lot One Hundred Thirty-one (131), a distance of 10.86 feet; thence South 21 degrees 04' 03" East, a distance of 15.53 feet; thence South 0 degrees 42' 56" West, a distance of 89.93 feet; thence South 4 degrees 58' 43" East, a distance of 52.18 feet to a point on the West line of Springfield Avenue; thence North 0 degrees 40' 33" East along the West line of said Springfield Avenue, a distance of 155.44 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

EXHIBIT C

Eligible Redevelopment Project Cost Schedule Estimates

PROPERTY ACQUISITION	$300,000.00
ARCH/ENG/PERMIT/LEGAL FEES/COSTS	$29,500.00
STUDIES/SURVEYS/PLANS	$15,500.00
DEMOLITION AND SITE PREPARATION	$650,000.00
COMMISSIONS	$70,000.00
OVERHEAD/SUPERVISION (10% OF CONSTRUCTION COST)	$34,000.00
DEVELOPER FEE (10%)	$34,000.00
INTEREST EXPENSES (30% OF INTEREST INCURRED)	$300,000.00
TOTAL COST	$1,433,000.00

As you are aware, we have been in discussions with the City Administration for many months regarding the potential for additional development at the West State and Springfield property we began development on almost a decade ago. Sunil and the Mayor have discussed the need for a $200,000 incentive related to the additional development at this intersection. The following narrative will serve as the Gap Analysis in furtherance of this request.

The Investment Gap

This proposal is not for a new, speculative venture but represents the final, value-creating phase of a long-term development project initiated approximately eight years ago. We identified the underutilized parcel at the intersection of West State Street and Springfield Avenue as a strategic location with significant redevelopment potential. This intersection serves as a critical western gateway to the City of Rockford, and its revitalization aligns directly with the City's long-standing vision to create an attractive and inviting corridor for residents, businesses, and visitors.

Recognizing this potential, we undertook the considerable risk and upfront capital investment to acquire and prepare the site for modern commercial use. The initial phase of this commitment culminated in the successful development and construction of a new facility for DaVita Dialysis, a leading national provider of essential healthcare services. This initial project brought a high-quality medical tenant, stable employment, and critical health infrastructure to the community, demonstrating a tangible commitment to enhancing the neighborhood's economic and social fabric.

This eight-year history of ownership and value creation counters any narrative of short-term speculation. We have patiently managed the asset, borne the market risk, and successfully delivered a community-serving project. The current proposal to facilitate the sale of the remaining pad-ready site to McDonald's is the logical conclusion of this multi-year strategy. The request for a public partnership at this final stage is based on a clear financial need to make the final disposition of this long-held asset economically viable in the current market.

Initial Capital Investment

The successful delivery of the DaVita Dialysis clinic and the creation of a pad-ready site for future development required a significant and comprehensive capital investment. Our total project costs, incurred at the outset of the investment period, amount to ~**$2,366,300**. This figure represents substantial and long term "skin in the game" and provides the foundational cost basis for the subsequent financial analysis. This substantial upfront investment underscores our role in transforming a passive parcel into a productive commercial site, thereby creating the opportunity that is now before the City.

Baseline Transaction Analysis

The financial viability of any project hinges on the total return generated over its entire lifecycle. To determine this, an unlevered pro-forma cash flow analysis was conducted, incorporating all historical costs and revenues, and culminating in the proposed sale of the remaining parcel to

McDonald's this year for a price of $450,000. This scenario represents the baseline financial reality of the transaction.

The attached GAP analysis, which was originally prepared for the Davita TIF agreement and has been updated with our actual figures since the development, calculates the Internal Rate of Return (IRR), a standard industry metric that measures the total annualized return of an investment by accounting for the timing and magnitude of all cash flows. The result of this baseline analysis reveals an unlevered IRR of **5.96%**. This figure represents the developer's total return on a complex, multi-year development project that involved significant upfront risk and capital.

Benchmarking the Required Rate of Return

When the original TIF agreement was signed in connection with the Davita development we initially targeted a minimum IRR of 11%, a prudent analysis must be grounded in current market realities. The commercial real estate landscape has shifted significantly, characterized by a "higher for longer" interest rate environment and a "flight to quality" among investors. Capital is now more selective, and underwriting is driven by long-term stability and tenant durability rather than speculative growth. Therefore, for the purpose of this analysis, a conservative benchmark IRR of 8.0% is established as the "Required Market Return." The project's baseline IRR of 5.96% still falls significantly short of this defensible, market-based threshold, clearly demonstrating that the project, without public partnership, delivers a substandard return.

Quantifying the Financial Gap

The disparity between the project's baseline performance and the required market return constitutes a quantifiable financial gap. This gap is the central justification for the requested incentive. The attached table illustrates that the rebate functions as a capital infusion at the point of sale, directly improving the project's final cash flow. This enhancement is precisely what is needed to elevate the project's IRR from a substandard 5.96% to a level that approaches the market-justified benchmark. This "but-for" analysis proves that the City's participation is the critical factor that makes the transaction financially feasible, thereby enabling the developer to proceed with the sale and unlock the corresponding public benefits.

Summary of Public Benefits (The City's ROI)

The City's investment yields an immediate, substantial, and durable return. The proposed development will act as a powerful economic engine, generating significant fiscal and economic benefits that far exceed the pay as you go incentive. Key projections include:

- **Significant New Revenue Streams:**
    - Sales Tax: Based on national performance data, a mature, McDonald’s restaurant generates average sales of ~$4,000,000. Based on this, the project will generate an estimated **$40,000** in total annual sales tax revenue.

- Property Tax: Existing McDonald's located in Rockford range from $25,000 - $55,000 per year in property tax depending on location and age. We are assuming a brand new facility will come in towards the higher end of the middle of that range and so we anticipate **$40,000** in new annual property tax revenue, of which **$8,000** will flow to the City each year.

This creates a durable and growing income stream that directly supports the City. This permanent expansion of the tax base ensures that the benefits of the City's investment are broadly shared and contribute to the long-term fiscal health and stability of the entire community.

- **Job Creation & Economic Stimulus:** A typical McDonald's will create **50-60 permanent jobs**, providing vital entry-level and management opportunities for Rockford residents in an area of the city that has a significant need. Furthermore, based on an estimated $2,000,000 construction cost and conservative industry multipliers that project appx. 6.3 jobs per million in commercial construction spending, the project will support approximately **12 temporary construction jobs** during the build out phase, injecting immediate stimulus into the local economy.
- **Catalytic Impact:** The development of a new McDonald's at this location is not an isolated event but a direct and powerful fulfillment of the City of Rockford's long-standing strategic objectives. The project aligns perfectly with the vision and goals articulated in the City's foundational planning documents, including the 2040 Comprehensive Plan and the Economic Development Strategy. Specifically, this project achieves the following stated municipal goals:
  - **Expands the Tax Base:** The project directly addresses the City's core objective to "ensure that its tax base will continue to grow" by transforming an underperforming parcel into a significant generator of both sales and property tax revenue.
  - **Revitalizes a Key Gateway:** West State Street is officially recognized as a vital "gateway into downtown Rockford." This development enhances this critical entry point, replacing underutilization with a vibrant, modern commercial use that encourages further redevelopment on the city's west side, a key goal of recent public investments.
  - **Attracts Major National Retailers:** The City's economic strategy explicitly calls for efforts to "secure the 'second store' or the next store for major retailers" within city limits. Securing a global leader like McDonald's is an achievement in this regard.
  - **Capitalizes on Public Investment:** The City of Rockford and the Illinois Department of Transportation have invested millions of dollars to reconstruct and enhance the West State Street corridor, including widening the road, adding landscaped medians, and improving pedestrian infrastructure. This development is one of, if not the only major private-sector projects to directly leverage and capitalize on that significant public investment, ensuring it generates a tangible economic return.

The Power of Catalytic Development

Beyond its direct impacts, this project is poised to serve as a powerful catalyst for broader economic revitalization in the surrounding area. The concept of "catalytic development," as defined by research from the Brookings Institution, describes how a single, high-quality project, often anchored by a credible and well-known entity, can create a "virtuous cycle" of investment. Such a project changes market perceptions, builds momentum, and stimulates follow on development by signaling the viability of a recovering area.

McDonald's is a quintessential catalytic anchor. The corporation's site selection process is famously rigorous and data driven. A decision by McDonald's to invest in a location is a powerful, nationally recognized signal to the rest of the market that the area possesses strong commercial fundamentals. This commitment effectively de-risks the corridor for other national, regional, and local businesses...including other retailers, restaurants, and service providers who are likely to follow their lead.

This project represents the crucial bridge between public investment and private sector confidence. The City has already made the strategic decision to invest in the "hardware" of the West State Street corridor the roads, sewers, and streetscapes. This development, enabled by a modest and performance-based incentive, provides the "software" a blue-chip commercial anchor that validates the City's investment and ensures it generates a lasting economic return. It is a critical domino that can trigger a wave of positive redevelopment, helping the City fully realize its vision for West State Street.

THE CITY OF ROCKFORD ILLINOIS, USA

Memorandum

To: Alderman Janessa Wilkins, Chairman, Planning & Development Committee
Alderman Tim Durkee, Vice-Chairman, Planning and Development Committee
Alderman Gabrielle Torina
Alderman Karen Hoffman
Alderman Jaimie Salgado

Cc: Mayor Thomas P. McNamara
City Council

From: Todd Cagnoni, City Administrator

RE: Supplemental Marketing Services Agreement between the Rockford Area and Convention Visitors Bureau (GoRockford) and City of Rockford for $100,000 annually for two years (2026 & 2027).

Date: January 7, 2025

Please find the proposed Supplemental Marketing Services Agreement between the Rockford Area and Convention Visitors Bureau (GoRockford) and City of Rockford for $100,000 annually for two years (2026 & 2027).

The proposal is a public-private partnership led by GoRockford that markets Rockford as a desirable place for visitors, workers, families - to live, visit and relocate. Through this effort, the City's investment has been leveraged and made for Rockford has secured $1.4 million in multi-year support, including:

Woodward Charitable Trust $150,000 annually 2024, 2025, and 2026
UW Health $50,000 annually 2025 and 2026
Mercyhealth $50,000 annually 2025 and 2026
OSF Saint Anthony $125,000 total 2025–2027
State of Illinois $500,000 grant 2024–2026
Greater Rockford Chamber of Commerce $60,000 annually 2025 and 2026

Attached is detailed summary of the campaign with identified strategies and outcomes.

Staff recommends approval of the Agreement between the Rockford Area and Convention Visitors Bureau (GoRockford) and City of Rockford for $100,000 annually for two years (2026 & 2027).

Rockford, Illinois Date: January 20, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Planning and Development, to whom was referred the matter of the approval of the Proposed Supplemental Marketing Services Agreement between the Rockford Area Convention and Visitors Bureau (GoRockford) and City of Rockford for $100,000 annually for two years (2026 and 2027), hereby begs leave to report **recommending approval** of the request as recommended.

_____
Janessa Wilkins (Chair)

_____
Tim Durkee (Vice Chair)

_____
Karen Hoffman

_____
Jaime Salgado

_____
Gina Meeks

Committee Action Taken: January 12, 2026

Wilkins: Ayes:___ Nays:____ Absent:____
Durkee: Ayes:___ Nays:____ Absent:____
Hoffman: Ayes:___ Nays:____ Absent:____
Salgado: Ayes:___ Nays:____ Absent:____
Meeks: Ayes:___ Nays:____ Absent:____

AGREEMENT

THIS AGREEMENT (“AGREEMENT”), entered into this ____ day of _____, 2026, by and between the City of Rockford, an Illinois municipal corporation ("CITY"), and Rockford Area Convention & Visitors Bureau, an Illinois not-for-profit corporation ("GoRockford "), and with such entities collectively referred to in this Agreement as the "Parties”.

RECITALS

WHEREAS, the City of Rockford seeks to strengthen its local economy by supporting efforts that lead to increases in resident population, business attraction, and community branding efforts that generate economic activity and employment; and

WHEREAS, GoRockford serves as the official destination marketing and tourism organization for the Rockford region, with experience in promoting the City as a place to live, work, visit, and invest; and

WHEREAS, coordinated marketing and promotional efforts are essential to attracting talent, supporting local businesses, and enhancing the City’s regional and national profile; and

WHEREAS, GoRockford has demonstrated the capacity to plan, implement, and measure marketing initiatives that align with the City’s economic development and attraction objectives; and

WHEREAS, the City Council finds that investing in targeted marketing activities through a partnership with GoRockford and private sector partners represents a cost-effective strategy to leverage regional expertise and existing promotional infrastructure; and

WHEREAS, such marketing efforts support broader City goals including community revitalization, cultural and recreational promotion, workforce attraction, and increased utilization of local amenities and events; and

WHEREAS, funds for this agreement have been identified within the City’s approved Casino funding plan and may be used for marketing and promotional services consistent with municipal purposes; and

NOW, THEREFORE, BE IT RESOLVED, the following duties and functions with regard to the *Made for Rockford Marketing Program*:

I. GoRockford DUTIES & OBLIGATIONS

A. **Scope of Services:** In coordination with the City, GoRockford shall perform the marketing services outlined in the GoRockford Contracted Supplemental Marketing Services Proposal attached hereto as **Exhibit A**.

B. **Documentation:** GoRockford shall maintain documentation (i.e., receipts) for all expenditures to verify payment of eligible costs. GoRockford shall produce said documentation upon request from the City.

II. CITY DUTIES & OBLIGATIONS

A. The City shall work in partnership with GoRockford to carry out the implementation of the Made for Rockford Marketing Program.

B. The City shall pay GoRockford 50% of the contracted service cost for supplemental marketing outlined in **Exhibit A**, of $100,000, on or within 30 days of January 1, 2026 and City Council approval and the remaining 50% of $100,000, on or within 30 days of January 1, 2027.

III. JOINT CITY-GoRockford RESPONSIBILITIES

A. The City and GoRockford will work together to raise a matching amount of $200,000 to be applied towards additional advertising and promotional expenses, and other related marketing costs outside of management in accordance with **Exhibit A**.

B. A report will be delivered no less than annually during the term of this Agreement to the Planning and Development Committee outlining the performance of the *Made for Rockford Marketing Program* and what has been accomplished together with this program.

C. Both the City and GoRockford will identify a key contact person. The key contacts will maintain frequent communication to facilitate cooperation under this Agreement and to work together to determine appropriate timelines for projects, updates and status reports. Key contacts will keep a copy of all documents on file as it pertains to this Agreement.

IV. FUNDING & USE OF FUNDS

A. With cooperation from the City, GoRockford will use funding to implement the Proposed Components in **Exhibit A,** including, but not limited to:

1. **Development of a "live/work/play here" website/portal for the city**
2. **Media Outreach/Focused PR**
3. **External and Online Advertising**

B. All funds will be held, managed and expended by GoRockford and dedicated solely to this effort.

C. The funds utilized by the City shall be appropriated from the casino tax revenue plan. Nothing in this Agreement shall constitute or create an obligation of the City's general fund.

V. INDEMNIFICATION AND INSURANCE

A. **Mutual Release and Indemnification:** The City and GoRockford, their contractors, subcontractors, employees and agent(s) hereby release and covenant and agree to indemnify and hold harmless one another from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or virtue of the execution and performance of this Agreement.

VI. DEFAULT AND REMEDIES

A. **Default by GoRockford:** Should review by the City of GoRockford's performance show material nonconformity with any terms or conditions herein, GoRockford shall be in breach of this Agreement, and the City may take appropriate actions as it deems necessary, including but not limited to temporary withholding or reduction of payments or seeking reimbursement of any and all funds paid by the City to GoRockford under this Agreement. The selection of a remedy other than termination shall not prevent the City from subsequently terminating this Agreement as described herein.

Upon receiving written notice from the City of any failure to perform and execute the terms and conditions of the Agreement, GoRockford shall have sixty (60) days to cure said non-performance. City and GoRockford shall agree, in writing, that the terms and conditions of the Agreement have been rectified and any payments withheld shall be executed within ten (10) days of the rectified agreement.

B. **Default by City:** Should there be material nonconformity with any terms or conditions herein by the City, the City shall be in breach of this Agreement, and GoRockford may take appropriate actions as it deems necessary, including but not limited to temporary withholding of any services contemplated by the Agreement. The selection of a remedy other than termination shall not prevent GoRockford from subsequently terminating this Agreement as described herein.

Upon receiving written notice from GoRockford of any failure to perform and execute the terms and conditions of the Agreement, the City shall have sixty (60) days to cure said non-performance. City and GoRockford shall agree, in writing, that the terms and conditions of the Agreement have been rectified and any services withheld shall be performed within ten (10) days of the rectified agreement.

VII. TERM AND TERMINATION

A. **Term:** The term of this Agreement shall take effect January 1, 2026 shall terminate on December 31, 2027.

B. **Events Causing Termination:** This Agreement shall terminate upon any of the following events:

1. Voluntary or involuntary dissolution of GoRockford.

2. By mutual agreement of both parties for convenience by sending written notice sixty (60) days prior to termination.

3. Termination for cause pursuant to Section VII.C below.

4. Expiration of the term of this Agreement as set forth above.

C. **Termination for Cause:** This Agreement may be terminated upon sixty (60) days prior written notice to the other party in the event of a material breach by such other party. The written notice shall specify the grounds for such termination and the effective date of such termination, which shall be no less than sixty (60) days after the date of the notice of termination. In the event that said default is cured by the breaching party to the satisfaction of the other party prior to said date, this Agreement shall not be terminated for cause. In the event such default cannot be cured within such cure period but the parties enter into an agreement for cure of the default and the breaching party diligently proceeds to cure the same, the cure period shall be extended beyond its original length for such additional period as agreed upon by the parties. A default not cured as provided herein shall constitute a breach of this Agreement.

D. **Liabilities Upon Termination:** Upon termination of this Agreement, the City shall be obligated to pay all amounts due and owing to GoRockford for performance under this Agreement. The City may withhold any payments to GoRockford for the purpose of set off until such time as the exact amount of damages due the City from GoRockford is determined.

VIII. WAIVER

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

IX. NON-ASSIGNMENT

It is hereby understood that the benefits and public financial assistance as described herein are not assignable or transferable unless expressly approved by the Rockford City Council.

X. COMPLIANCE WITH LAW

A. **Legal Compliance:** In all matters pertaining to this Agreement, GoRockford and the

City shall conform strictly to all federal, state and municipal laws, applicable rules and regulations, and any and all amendments thereto, and to the methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies.

B. **Non-Discrimination:** GoRockford agrees to comply and assure that no discrimination against any person or group of persons on account of race, sex, creed, color, age, handicap, or national origin shall be made in the provision of services, or in any other manner in performance of this Agreement.

C. **Conflict of Interest:** The City and GoRockford hereby covenant and agree that during the term that no member of the City Council or any other public official, who exercises any functions or responsibilities with respect to this program, shall have any personal or financial interest, direct or indirect, other than the employee's salary, in any matter to be performed in connection with the Made for Rockford Marketing Program assisted under this Agreement.

XI. ADMINISTRATION

The Director of Community and Economic Development, or their designee, on behalf of the City, shall administer the terms and provisions of this Agreement. Unless law otherwise requires, all necessary notices, submissions and approvals shall be given to or by the Director.

XII. NOTICES

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by either United States mail, postage prepaid, or nationally recognized overnight courier service (e.g., UPS or FedEx) to the following addresses:

AS TO THE CITY:
Sarah Leys, Director of Community and Economic Development
City of Rockford
425 E. State Street
Rockford, Illinois 61104
Email: Sarah.leys@rockfordil.gov

AS TO GoRockford:
John Groh, President/CEO
GoRockford
102 N. Main Street
Rockford, Illinois 61101
Email: jgroh@gorockford.com

Electronic mail or facsimile may also be used as a method of delivery, but only if accompanied by concurrent Notice given by one of the other designated methods of delivery set forth above.

XIII. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The City or GoRockford may request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation for GoRockford, which are mutually agreed upon by and between the City and GoRockford, shall be incorporated in written amendments to this Agreement.

XIV. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

XVI. AUTHORITY

A. **Actions:** The City covenants to GoRockford and agrees that the City will take such actions as may be required and necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties, and obligations on its part to be kept and performed as provided by the teams and provisions hereof.

B. **Powers:** The City hereby represents and warrants to GoRockford that the City has full constitutional and lawful right, power, and authority under currently applicable law to execute, deliver, and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by any necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. GoRockford hereby represents and warrants that it is a duly organized, validly existing Illinois corporation and that it has the right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid, and binding obligation of GoRockford, enforceable in accordance with its terms and provisions.

The City and GoRockford have executed this Agreement on the date above first written.

CITY OF ROCKFORD,
An Illinois Municipal Corporation

BY: _____ _____
Thomas P. McNamara, Mayor Date

ATTEST:

BY: _____ _____
Angela L. Hammer, Legal Director Date

ROCKFORD AREA CONVENTION & VISITORS BUREAU,
An Illinois not-for-profit Corporation

BY: _____ _____
John Groh, President/CEO Date

Made for Rockford: Talent Attraction Campaign Strategy
December 19, 2025

Introduction: From Vision to Impact
The ***Made for Rockford*** initiative was born from a shared recognition that to strengthen the Rockford region's future, we must not only attract visitors but also retain and welcome new residents.

From the very beginning, the **City of Rockford has** played a pivotal role in transforming that vision into reality. Your investment has provided both financial fuel and public confidence, enabling **GoRockford** to launch a bold, coordinated strategy to reshape how Rockford is perceived and experienced.

That investment is paying off. The story of Rockford is shifting from decline and doubt to optimism and action. Together, we are not simply telling Rockford's story; we are rewriting it.

Momentum
Over the past year, clear indicators show that Rockford has entered a period of measurable growth and revitalization both in numbers and in narrative.

Population Growth
For the first time in more than 16 years, Rockford's population is increasing. According to U.S. Census estimates from May 2025, the city gained **687 residents between 2023 and 2024**, signaling renewed confidence and sustained interest in the region's livability, affordability, and opportunities.

A Red-Hot Housing Market
In January 2025, ***Realtor.com*** and ***The Wall Street Journal*** named Rockford the hottest housing market in the country, citing its blend of affordability, amenities, and community appeal. In December 2025, ***Zillow*** announced Rockford was the #1 most popular market in the country among Zillow real estate shoppers.

This recognition didn't happen by accident. The visibility generated by the Made for Rockford campaign drove unprecedented traffic and engagement to Rockford real estate listings on Realtor.com. Our targeted marketing not only told the story of Rockford's value and livability but also guided prospective residents directly to explore homes and neighborhoods online.

As a result, interest translated into action. The marketing campaign's reach inspired first-time buyers, former residents returning home, and new residents seeking the quality of life that defines Rockford today.

National Recognition: "An Improbable Turnaround"
A feature from *Enterprise Community Partners* titled *"An Improbable Turnaround"* captured what Rockford community members already feel: Rockford is redefining itself. Once known for high vacancy and economic distress, the city now boasts rising property values, renewed downtown vitality, and growing civic pride. These outcomes affirm that *Made for Rockford* is not speculative marketing; it's the storytelling engine of a real transformation.

The Strategic Imperative: Talent, Tourism, and Transformation
GoRockford's mission has long been twofold: to attract visitors and to strengthen the region's reputation as a great place to live. In 2024 alone, tourism contributed **$523.4 million in visitor spending**, supported **4,687 jobs**, and generated **$14.7 million in local tax revenue.** While tourism fuels economic activity, it cannot reverse population decline. Between 2010 and 2022, Winnebago County's population decreased from 295,000 to 280,000, while residents aged 65 and older increased from 13.9% to 18.8%. Without action,

workforce sustainability and community vibrancy were at risk. *Made for Rockford* directly addresses that challenge, uniting employers, civic partners, and residents around one shared message: Rockford is a place to belong.

Program Outcomes: Results That Matter
The grant from the Woodward Charitable Trust has made possible tangible, high-impact outcomes across recruitment, community engagement, and perception change.

1. High-Impact Marketing Campaigns

"Welcome Home" Campaign
Launched during the 2024 holiday season, the "Welcome Home" campaign invited former residents and holiday visitors to rediscover Rockford, not just as a place of memories, but as a place to build their future.

This multimedia effort, made possible through Woodward Charitable Trust funding, combined digital ads, social media, and eye-catching billboards strategically placed across high-traffic corridors in Winnebago County. Between December 2024 and January 2025, the ads were seen more than **two million times.**

The messaging, ***"Come home for the holidays. Move home for the grandparents."*** leaned into nostalgia, emotion, and belonging. It struck a chord with those who already knew and loved Rockford, turning sentimental visits into serious considerations about returning for good.

"Make It Make Sense" Campaign
Building on the success of the "Welcome Home" effort, *Made for Rockford* launched the **"Make It Make Sense"** campaign, a bold, data-driven initiative that met potential residents where they were.

Using **geo-targeting technology**, the campaign digitally followed holiday visitors after they left Rockford, serving them customized follow-up messaging that highlighted why staying or coming back *just makes sense*. Across **digital, radio, and out-of-home platforms** in major Midwest metros, Rockford's message reached audiences in **Chicago, Milwaukee, and Madison**, positioning the community as the smart, affordable alternative to larger markets.

Results
Over six months, this campaign achieved nearly **nine million total impressions**, delivering a consistent and persuasive narrative of **affordability, accessibility, and quality of life**.

The results were extraordinary. Combined with the "Welcome Home" campaign, *Made for Rockford* drove **over 132,000 visits to MadeforRockford.com**, a stunning increase from fewer than 100 just six months earlier. These numbers demonstrate far more than simple awareness; they show **curiosity transforming into engagement**, and engagement evolving into genuine interest in relocation.

2. Personalized Recruitment Tours
More than 80 customized community tours have been designed and hosted for job candidates and their families, showcasing Rockford's neighborhoods, schools, parks, and amenities in a way no brochure or website can. These tailored experiences, developed in partnership with major employers such as Woodward and our health systems, help candidates see not just a job, but a life in Rockford. Each tour is personalized to the individual's interests and family needs, creating authentic connections that make relocation feel natural and exciting. Employers consistently cite these tours as one of the most persuasive recruitment tools available.

3. Welcoming New Residents / Retention
To strengthen retention and connection, *Made for Rockford* has hosted three New Resident Mixers since late 2024, welcoming nearly **200 newcomers**. Each event at Lucha Cantina, Embassy Suites, and Anderson Japanese Gardens has grown in enthusiasm, reflecting the community's increasing momentum and the growing number of people choosing to call Rockford home.

These gatherings help newcomers build friendships, explore local venues, and connect with community ambassadors, giving them both a sense of belonging and a deeper appreciation for the area, key factors in helping new residents put down roots and stay.

4. Employer Support Tools
The Woodward grant helped develop vital tools that now empower employers and recruiters:

- An online **Recruiter Portal** making high-quality videos, photos, and one-sheets showcasing Rockford's assets available to download and share with candidates
- A **Cost-of-Living Calculator** illustrating how Rockford compares to peer cities
- A **New Resident welcome guide** to help HR professionals support new employees

5. National and Regional Storytelling
Favorable media coverage has continued to expand Rockford's reputation across national outlets such as **Forbes, Business Insider, Viator, and Group Tour Magazine**.

To build on this success, *Made for Rockford* **hired a professional Public Relations firm on behalf of the community** to strategically position Rockford's story on a national level. This partnership has generated press coverage, influencer visits, and journalist features that have reached millions of potential residents and investors.

Well-known influencers and travel writers with hundreds of thousands of followers have visited Rockford, documenting its **renewed vibrancy and community pride** on digital platforms.

In addition, *Made for Rockford* is partnering with **"Our City, Our Story"**, a local documentary-style video series that spotlights the city's unique people and inspiring comeback stories. One recent episode even prompted a former resident to move back, proof that authentic storytelling can directly drive relocation and re-engagement with the community.

Community Partnerships
At the heart of *Made for Rockford* is collaboration. Our success depends on a network of partners who share our belief that welcoming and retaining people takes a community-wide effort.

The **Made for Rockford 'Go Team**, a group of more than **40 passionate local ambassadors**, serves as the "first friend" for those moving to Rockford. These volunteers lead neighborhood tours, attend mixers, and help new residents navigate everything from finding local coffee shops to discovering community events..

Through our partnership with **Rockford Promise**, we connect with local students pursuing higher education away from home, reminding them that opportunity awaits right here. Personalized postcards and social media outreach let them know their hometown is cheering for them and that Rockford is ready to welcome them back when they launch their careers.

We also work closely with the **Greater Rockford Chamber of Commerce** in multiple ways, including connecting new business owners and their families to the community, helping them establish roots beyond the workplace. The chamber also partners with us in supporting national earned media efforts led by our public relations agency, Development Councilors International.

Partnerships and Leveraged Support
Your investment helped establish credibility that continues to attract additional partners and funders. *Made for Rockford* has now secured **nearly $1.4 million in multi-year support**, including:

Partner	Commitment	Timeline
Wooward Charitable Trust	$150,000 annually	2024, 2025, and 2026
UW Health	$50,000 annually	2025 and 2026
Mercyhealth	$50,000 annually	2025 and 2026
OSF Saint Anthony	$125,000 total	2025–2027
State of Illinois	$500,000 grant	2024–2026
Greater Rockford Chamber of Commerce	$60,000 annually	2025 and 2026

This broad coalition underscores the belief shared by employers, government, and civic leaders alike: *Made for Rockford* is essential to solving the region's talent and perception challenges.

Conclusion: A Story of Return and Renewal
Rockford's story is evolving from resilience to renaissance. What was once seen as an industrial past is now celebrated as an affordable, creative, and community-driven place to build a future.

Made for Rockford has become the voice of that transformation, and the Woodward Charitable Trust helped make it possible. Your partnership has not just supported a campaign; it has fueled a movement that is attracting families, strengthening businesses, and reigniting pride in our region.

With your continued support, we can ensure that this moment of momentum proves for thousands more to come, that they, too, are *Made for Rockford.*

Sincerely,

John Groh
President/CEO

THE CITY OF ROCKFORD ILLINOIS, USA

Angela L. Hammer
Legal Director
Department of Law

Memorandum

TO: Alderman Mark Bonne, Chairman
Code and Regulations Committee

FROM: Joshua A. Versluys
Assistant City Attorney/Land Transaction Officer

RE: Proposed sale of City owned property at 5798 Logistics Parkway (15-31-351-007)

DATE: January 12, 2026

The City has received an offer to purchase 5798 Logistics Parkway from the neighboring property owner, 5728 Logistics Parkway LLC (Owner is Kanybek Kuduratilla Uulu). Mr. Uulu has offered $124,000 which is 80% of the appraised value.

The prospective buyer currently owns the neighboring property to the north which he uses for his trucking business. He intends to expand his business at 5798 Logistics Parkway by initially storing semi-trailers on the property. Within 2-3 years he would like to have the area paved with asphalt and then within 3-4 years construct a building to be used as a warehouse.

The City will maintain an easement for water drainage on the east and south borders of the property. The prospective buyer is aware of the easement on the property and that he cannot pave or place any improvements in that area.

City staff is proposing the sale of the city-owned property and pursuant to state law, 65 ILCS 5/11-76-4.1, the City has had the property appraised and published the property for sale in the local newspaper with the specifications and requirements for purchase.

City Staff is recommending the Code and Regulations committee accept the offer for the sale of the City-owned property 5798 Logistics Parkway (15-31-351-007).

Thank you.

Rockford, Illinois
January 12, 2026

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Gentlemen:

The Committee on Code and Regulation hereby begs leave to report recommending **approval** of the proposed sale of city-owned property at 5798 Logistics Parkway (PIN No. 15-31-351-007) to Kanybek Kuduratilla Uulu for a bid in the amount of $124,000. The Legal Director shall prepare the appropriate ordinance.

Respectfully submitted,

_____

_____

_____

_____

_____

JR:sa
Committee Action 01/12/26

Bonne	Aye:_____	Nay:_____	Absent:_____
Bell	Aye:_____	Nay:_____	Absent:_____
Torina	Aye:_____	Nay:_____	Absent:_____
Wilkins	Aye:_____	Nay:_____	Absent:_____
Prunty	Aye:_____	Nay:_____	Absent:_____

RESOLUTION NO: 2025-41-R

A Resolution Declaring 5798 Logistics Parkway Street, Rockford, Illinois, Surplus and Directing the Sale

WHEREAS, the City of Rockford, Illinois ("City") is an Illinois municipal corporation and is the owner of and possessed of the real estate hereinafter particularly described; and

WHEREAS, the City owns 5798 Logistics Parkway Rockford IL, zoned Exempt Industrial located in Rockford, Illinois, and legally described as follows:
Lot ONE (1) of Logistics Park Subdivision being Part of the Southwest Quarter of Section 14 and Part of the Southwest Quarter of Section 13 all in Township 43 North, Range 1 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 14 and running thence North 89 degrees 53' 12 " West (GPS Observed Bearings) on and along the South line of said Southwest Quarter of Section 14 a distance of 276.04 feet to the point of beginning for the parcel herein described; thence continuing North 89 degrees 53' 12"West on and along said South line a distance 1865.56 feet to a point; thence North 31 degrees 03' 12" East , a distance of 1040.66 feet to a point; thence Northwesterly along a circular curve a distance of 480.74 feet, having a radius of 2146 feet whose center lies to the Northwest, and closed bearing of North 26 degrees 18' 41" East a distance of 479.73 feet to a point of intersection with the South line of Milford Acres Subdivision, the plat of which Subdivision is recorded in Book 23 of Plats on Page 175 in the Winnebago County Recorder's Office, extended Westerly; thence North 89 degrees 51' 29" East on and along said South Line, and on and along the North line of the South Half of said Southwest Quarter of Section 14 a distance of 1397.84 feet to a point on the East line of said Southwest Quarter of Section 14; thence South 89 degrees 44' 04" East on and along said South line of Milford Acres Subdivision and on and along the North line of the South Half of said Southwest Quarter of Section 13, a distance of 350.67 feet to a point; thence South 00 degrees 41 ' 15" West a distance of 387.13 feet to a point; thence North 89 degrees 44' 04" West a distance of 616.27 feet to a point; thence South 00 degrees 34' 05" West a distance of 936.25 feet to the point of beginning, containing 50.4 acres, subject to that land need for public road purposes, situated in the City of Rockford, County of Winnebago, State of Illinois.

WHEREAS, the City is authorized pursuant to 65 ILCS 5/11-76-4.1, to convey municipal real property whenever the corporate authorities are of the opinion that the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City; and

WHEREAS, retention of the property is not in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rockford, Illinois as follows:

Section 1. The recitals set forth above are hereby incorporated herein and made a part hereof.

Section 2. The property described herein, **Lot ONE (1) of Logistics Park Subdivision being Part of the Southwest Quarter of Section 14 and Part of the Southwest Quarter of Section 13 all in Township 43 North, Range 1 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Section 14 and running thence North 89 degrees 53' 12 " West (GPS Observed Bearings) on and along the South line of said Southwest Quarter of Section 14 a distance of 276.04 feet to the point of beginning for the parcel herein described; thence continuing North 89 degrees 53' 12"West on and along said South line a distance 1865.56 feet to a point; thence North 31 degrees 03' 12" East , a distance of 1040.66 feet to a point; thence Northwesterly along a circular curve a distance of 480.74 feet, having a radius of 2146 feet whose center lies to the Northwest, and closed**

bearing of North 26 degrees 18' 41" East a distance of 479.73 feet to a point of intersection with the South line of Milford Acres Subdivision, the plat of which Subdivision is recorded in Book 23 of Plats on Page 175 in the Winnebago County Recorder's Office, extended Westerly; thence North 89 degrees 51' 29" East on and along said South Line, and on and along the North line of the South Half of said Southwest Quarter of Section 14 a distance of 1397.84 feet to a point on the East line of said Southwest Quarter of Section 14; thence South 89 degrees 44' 04" East on and along said South line of Milford Acres Subdivision and on and along the North line of the South Half of said Southwest Quarter of Section 13, a distance of 350.67 feet to a point; thence South 00 degrees 41 ' 15" West a distance of 387.13 feet to a point; thence North 89 degrees 44' 04" West a distance of 616.27 feet to a point; thence South 00 degrees 34' 05" West a distance of 936.25 feet to the point of beginning, containing 50.4 acres, subject to that land need for public road purposes, situated in the City of Rockford, County of Winnebago, State of Illinois.
is hereby declared "surplus" property owned by the City of Rockford.

Section 3. In accordance with 65 ILCS 5/11-76-.4.1, the City hereby authorizes the sale of the property described herein. For such purpose, the Mayor and Legal Director are directed and authorized to ascertain the value of the properties through written a MAI certified appraisal or through a written certified appraisal of a State certified or licensed real estate appraiser, which shall be obtained through the authorization granted herein. The appraisal, upon receipt, shall be available for public inspection through the City of Rockford, and by any other means the Mayor and Legal Director deems in the best interest of the City.

Section 4. Upon receipt and public inspection of the appraisal required in Section 3 herein, Mayor and Legal Director are authorized and directed herein to conduct the sale of the properties, which shall be done through utilization of City staff.

Section 5. The City will consider acceptance of an offer for the properties, so long as it deems the proposed contract in the best interests of the City by a vote of two-thirds of the corporate authorities then holding office, on the condition that the offer price is not less than eighty percent (80%) of the appraised value of each property.

Section 6. The City Clerk is hereby directed to publish this Resolution, upon passage and adoption, in a newspaper published in the City.

Section 7. This Resolution shall take effect immediately upon its passage and approval as provided by law.

Proposals should be received not later than 1:00 p.m. on August 25, 2025 at the City of Rockford Finance Department, Attn: Purchasing Director, 425 E. State Street, Rockford, Illinois, 61104.

THE CITY OF ROCKFORD ILLINOIS, USA

SUBDIVISION RECOMMENDATION

TO: Code and Regulation Committee

FROM: Scott Capovilla, Planning & Zoning Manager

DATE: December 29, 2026

SUBJECT: Plat No. 6 of Green Estates Subdivision

LOCATION: 2922 – 2943 Grinnell Court

DEVELOPER: Omni Rockford, LLC

ENGINEER: R.K. Johnson & Associates, Inc.

SITE DATA:

Year 2040 Plan:	RM – Medium Residential
Existing Zoning:	R-3, Multifamily Residential
Existing Land Use:	Vacant land – Townhomes under construction
Total Area:	2.18 Acres
Ward:	8 – Alderman Karen Hoffman

SURROUNDING ZONING AND LAND USES:

North:	R-3	Multifamily residences
East:	I-1	Collins Aerospace
South:	County IL	Commercial building, RR Tracks
West:	R-2	Two-family residences

PLAT DATA: Number of Lots: 2

SOILS REPORT: Soil disturbance will occur as a result of developing the site. Soil disturbance can create soil erosion which must be properly managed to prevent adverse environmental impacts. Controlling erosion is easy and it is the law. It is important because eroding construction sites are a leading cause of water quality problems in Illinois. Best management practices should be employed throughout all phases of the construction project to properly manage discharges of storm water and to prevent soil erosion.

REVIEW COMMENTS: The developer is re-platting two existing parcels as a result of a recent zoning approval of Special Use Permit (ZBA #56-24) to allow townhomes to be constructed on the vacant site. The vacant lot will now have direct access to Grinnell Court and a blanket utility easement is being established to allow for the extension of gas, electric and communication facilities to each townhome. A 20-foot front yard setback along Alpine Road will also be established. Storm water detention is being provided in the southwest portion of the plat and there will be no access to Alpine Road per IDOT. This plat is in conformance with the zoning for the site, the subdivision ordinance and the City of Rockford Comprehensive Plan.

RECOMMENDATION: Staff recommends **Approval** of Plat No. 6 of Green Estates Subdivision.

ArcGIS Web Map

12/26/2025, 11:50:28 AM

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Parcel Ownership

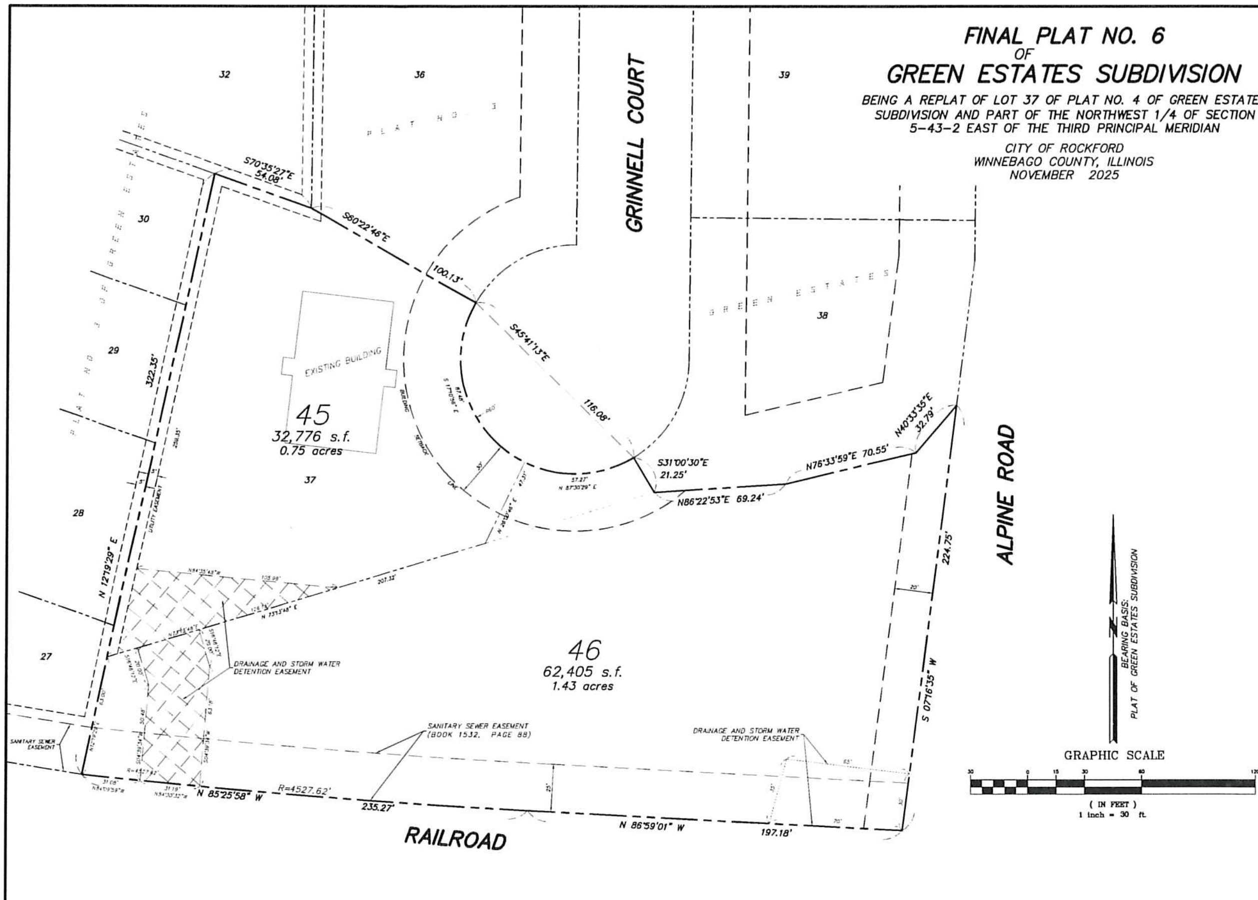
WinGIS

ArcGIS Web AppBuilder
none | Source: U.S. Census Bureau | WinGIS |

FINAL PLAT NO. 6
OF
GREEN ESTATES SUBDIVISION

BEING A REPLAT OF LOT 37 OF PLAT NO. 4 OF GREEN ESTATES SUBDIVISION AND PART OF THE NORTHWEST 1/4 OF SECTION 5-43-2 EAST OF THE THIRD PRINCIPAL MERIDIAN

CITY OF ROCKFORD
WINNEBAGO COUNTY, ILLINOIS
NOVEMBER 2025



LEGAL DESCRIPTION:

I hereby certify that at the request of the owners, I have surveyed and subdivided according to the attached Final Plat No. 6 of Green Estates Subdivision, Lot Thirty-seven (37) as designated upon Plat No. 4 of Green Estates Subdivision, being a subdivision of part of the Northwest Quarter of Section 5, Township 43 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision is recorded in Book 35 of Plats on Page 216 in the Recorder's Office of Winnebago County, Illinois and a part of the Northwest Quarter of Section 5, Township 43 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northwest corner of said Lot Thirty-seven (37); thence South 70°-35'-27" East, along the North line of said Lot Thirty-seven (37), a distance of 54.08 feet; thence South 60°-22'-46" East, along the North line of said Lot Thirty-seven (37), a distance of 100.13 feet to a point of curvature; thence Southeasterly, along a curved Easterly line of said Lot Thirty-seven (37), being along a circular curve to the left, having a radius of 60.00 feet, to a point (the chord across said curved course bears South 45°-41'-13" East, 116.08 feet); thence South 31°-00'-30" East, along an Easterly line of said Lot Thirty-seven (37), a distance of 21.24 feet; thence North 86°-22'-53" East, 69.24 feet; thence North 76°-33'-59" East, 70.55 feet; thence North 40°-33'-35" East, 32.79 feet (the preceding three courses being along the South line of Lot Thirty-eight (38) of said Plat No. 4 of Green Estates Subdivision); thence South 07°-16'-35" West, 224.75 feet to the North line of Railroad; thence North 86°-59'-01" West, along the North line of said Railroad, 197.18 feet to a point of curvature; thence Northwesterly, along a circular curve to the right, having a radius of 4527.62 feet, to a point (the chord across said curved course bears North 85°-25'-58" West, 235.27 feet); thence North 12°-19'-29" East, 322.35 feet to the point of beginning. Situated in the County of Winnebago and State of Illinois. Containing 2.18 Acres..

DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. IRON PINS 3/4-INCH IN DIAMETER, 4 FEET LONG HAVE BEEN FOUND OR SET AT ALL POINTS MARKED ON THE PLAT WITH A SOLID DOT, AND IRON PINS 5/8-INCH IN DIAMETER AND 3 FEET LONG ARE SET AT ALL OTHER LOT CORNERS. DIMENSIONS ALONG CURVES ARE CHORD DIMENSIONS MEASURED PIN TO PIN.

I HEREBY CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF ROCKFORD ON PANEL NUMBER 17201C0382D, DATED SEPTEMBER 6, 2006.
I FURTHER CERTIFY THAT THE LAND ABOVE DESCRIBED IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ROCKFORD, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _______________, 20__, AT _____________.

____

THOMAS R. EDDIE, I.P.L.S. 3635
EXPIRATION DATE: 11-30-2026

THOMAS R. EDDIE 3635 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LOVES PARK, ILLINOIS

CERTIFICATION OF DEDICATION BY OWNER(S) OF LAND

AS OWNER, I/WE HEREBY CERTIFY THAT I/WE HAVE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF THE SURVEYOR, TO BE SURVEYED, RESUBDIVIDED, AND MAPPED AS PRESENTED ON THIS PLAT. ALL STREETS, ALLEYS, WALKWAYS, PARKS, PLAYGROUNDS AND SCHOOL SITES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PUBLIC PURPOSES, AND ALL EASEMENTS SHOWN ARE SUBJECT TO THE EASEMENT PROVISIONS HEREON. I/WE FURTHER CERTIFY THAT THERE ARE NO LIENS OR ENCUMBRANCES ON THE PROPERTY CONTAINED IN THIS PLAT EXCEPT _________________________.
I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS LAND IS SITUATED IN ROCKFORD PUBLIC SCHOOLS DISTRICT 205 IN WINNEBAGO COUNTY, ILLINOIS.

BY: _______________________________________

ITS: _______________________________________

CERTIFICATION BY NOTARY PUBLIC

I, _________________________, A NOTARY PUBLIC IN AND FOR THE COUNTY OF WINNEBAGO, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _________________________, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND (SEVERALLY) ACKNOWLEDGED THAT HE SIGNED, SEALED AND DELIVERED SUCH INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _______________, 20__.

____

NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT ,BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _______________, 20__.

____

OWNER(S) OR ATTORNEY

____

REGISTERED PROFESSIONAL ENGINEER

CERTIFICATION BY CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE REVIEWED AND APPROVED THE DRAINAGE STUDY FOR THE PROPERTY WITHIN THE FINAL PLAT NO. 6 OF GREEN ESTATES SUBDIVISION. CONSTRUCTION PLANS HAVE BEEN SUBMITTED AND APPROVED, AND ALL PUBLIC IMPROVEMENTS HAVE BEEN BUILT AS REQUIRED, OR SECURITY IN A SUFFICIENT AMOUNT HAS BEEN PROVIDED FOR THIS CONSTRUCTION.

DATED THIS _____ DAY OF _______________, 20__.

____

CITY ENGINEER FOR THE CITY OF ROCKFORD, ILLINOIS

CERTIFICATION BY CITY LEGAL DIRECTOR

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROCKFORD DID, AT ITS MEETING OF THE _____ DAY OF _______________, 20___, APPROVE THIS PLAT AND AUTHORIZE IT TO BE RECORDED.

IN WITNESS THEREOF, I _________________, LEGAL DIRECTOR FOR THE CITY OF ROCKFORD, HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID CITY OF ROCKFORD, THIS _____ DAY OF _____________, 20__.

____

LEGAL DIRECTOR

CERTIFICATION BY THE CITY PLAT OFFICER

HAVING REVIEWED THE RECOMMENDATIONS OF THE PLANNING DIVISION, DEPARTMENT OF COMMUNITY DEVELOPMENT AND THE CONDITIONS PLACED ON THIS FINAL PLAT BY CITY COUNCIL, AND FINDING SUBSTANTIAL CONFORMITY WITH ALL PERTINENT LAWS, RULES AND REGULATIONS AND THE TENTATIVE PLAT OF THIS SUBDIVISION AS CONDITIONALLY APPROVED, THIS PLAT IS GIVEN FINAL APPROVAL THIS _____ DAY OF _______________, 20__.

____

CITY PLAT OFFICER

DEPARTMENT OF TRANSPORTATION CERTIFICATION

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 765 ILCS 205/2. NO ACCESS IS PERMITTED TO THE ADJOINING STATE HIGHWAY(S) AS NOTED ON THIS PLAT.

DATED THIS _____ DAY OF _______________ A.D., 20__.

____

REGION TWO ENGINEER

CERTIFICATION BY COUNTY CLERK

I,_________________________, COUNTY CLERK OF WINNEBAGO COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS, OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE LANDS EMBRACED WITHIN THE ATTACHED PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE COUNTY OF WINNEBAGO THIS _____ DAY OF _______________, 20__

_______________________________________(COUNTY SEAL)

COUNTY CLERK

FORM FOR CERTIFICATION OF RECORDING OFFICIAL

FILED FOR RECORD THIS _____ DAY OF _______________, 20_____, AT _____ O'CLOCK __M.,

RECORDED IN BOOK _______ OF PLATS, PAGE _______ AND EXAMINED.

DOCUMENT NUMBER _________________________

_______________________________________(COUNTY SEAL)

COUNTY RECORDER

NOTES:

1) DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO ALPINE ROAD FROM LOT 46.

EASEMENT PROVISIONS
1. Utilities and governmental bodies:

"Easements are hereby reserved for and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorizations and/or franchises and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "easement" to install, lay, construct, renew, operate and maintain storm and sanitary sewers, water mains, gas mains, surface drainage facilities, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television service; also is hereby granted the right to use the streets for said purposes, the right to install the required service connections over or under the surface on each lot and "Common area or areas" and "Common elements" to serve improvements thereon, or on adjacent lots and common area or areas and common elements, the right to enter upon the subdivided property at all times to install, lay, construct, renew, operate and maintain within the easement area the storm and sanitary sewers and water mains, gas mains, pipes, conduits, cables, poles, wires, braces, guys, anchors and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, saplings and roots, and remove any fences or landscape plantings that interfere with any of the public utility equipment or cable television equipment installed on the easement without responsibility to replace same, other than to replant any grass removed. No permanent structures, trees or berms shall be placed on the easement, but the easement may be used for purposes that do not then nor later interfere with the aforesaid uses or rights herein granted."
"If the grade of the subdivision property must be so altered or if private service lines require that the existing underground utility or cable television equipment be moved or otherwise altered, the property owners, their respective successors and assigns, shall reimburse the utility or cable television company for the necessary expense involved."

The term "Common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "outlots", "common elements", "open area", "common ground", "parking and common area". The terms "Common area or areas" and Common elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building or retention pond or mechanical equipment.

The term "Common elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(e), as amended from time to time.

2. Storm water detention areas and drainage easements:

"The maintenance of the drainage and storm water detention easement shall be the sole responsibility of the individual property owner. The finished grade of the easements shall not be landscaped, altered, or encroached upon by filling, re-grading, or construction of surface improvements that obstruct or redirect the flow of water, nor shall any buildings or structures be erected within this easement."

3. Designated Governmental bodies, utilities or cable television companies at the time of recording.
"At the time of recording, this plat is to be served by the following public utility companies: Four Rivers Sanitation Authority, Rockford Water, Commonwealth Edison Company, NiCor, Frontier Communications and/or Verizon Wireless, Insight Communications or their successors."

PLACEMENT OF UTILITIES

In all new subdivisions, all utilities shall be installed underground. The installation of such facilities shall be in compliance with the applicable orders, rules and regulations of the Illinois Commerce Commission now or hereafter effective.

BLANKET EASEMENT PROVISIONS

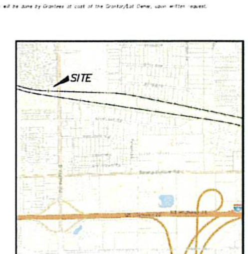
An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to
Commonwealth Edison Company
and
SBC Telephone Company, Grantees,

their respective licensees, successors and assigns jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Blanket Easement", "B.U.E. (or similar designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over or under Grantees' facilities without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(c), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking" and "common area". The term "common area or areas", and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool, retention pond or mechanical equipment.

Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.



LOCATION MAP

OWNER:
OMNI ROCKFORD LLC
3541 NORMANDY AVE. SUITE 103
ROCKFORD, ILLINOIS 61103

PREPARED BY:
R.K. JOHNSON & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111
(815) 633-5097 / www.rkjohnsonassociates.com
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004994
NOVEMBER 6, 2025 JOB NO. 18473

Rockford, IL January 12, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

The Committee on Code and Regulation, to whom was referred the Plat No. 6 of Green Estates Subdivision located at the south end of Grinnell Court, 275 feet south of Grinnell Drive, begs leave to report recommending that the Plat be **Approved**.

Respectfully Submitted:

_____
Mark Bonne, Chairman

_____
Tamir Bell, Vice Chairman

_____
Gabrielle Torina

_____
Janessa Wilkins

_____
Aprel Prunty

Committee Action Taken:

Bonne:	Ayes:____	Nays:____	Absent:____
Bell:	Ayes:____	Nays:____	Absent:____
Torina:	Ayes:____	Nays:____	Absent:____
Wilkins:	Ayes:____	Nays:____	Absent:____
Prunty:	Ayes:____	Nays:____	Absent:____

Meeting of: January 12, 2026

SUBDIVISION RECOMMENDATION

TO: Code and Regulation Committee

FROM: Scott Capovilla, Planning & Zoning Manager

DATE: December 29, 2026

SUBJECT: Plat No. 2 of Ardmore Subdivision

LOCATION: 2215 Wentworth Avenue

DEVELOPER: Nick Naruz

ENGINEER: R.K. Johnson & Associates, Inc.

SITE DATA:

Year 2040 Plan:	RL – Light Residential
Existing Zoning:	R-2, Two-family Residential
Existing Land Use:	Vacant land
Total Area:	12,500 square feet or 0.286 Acres
Ward:	14 – Alderman Mark Bonne

SURROUNDING ZONING AND LAND USES:

North:	County R-2	Single-family residences
East:	County R-2. City R-1	Single-family residences
South:	County R-2	Single-family residences
West:	County R-2	Single-family residences

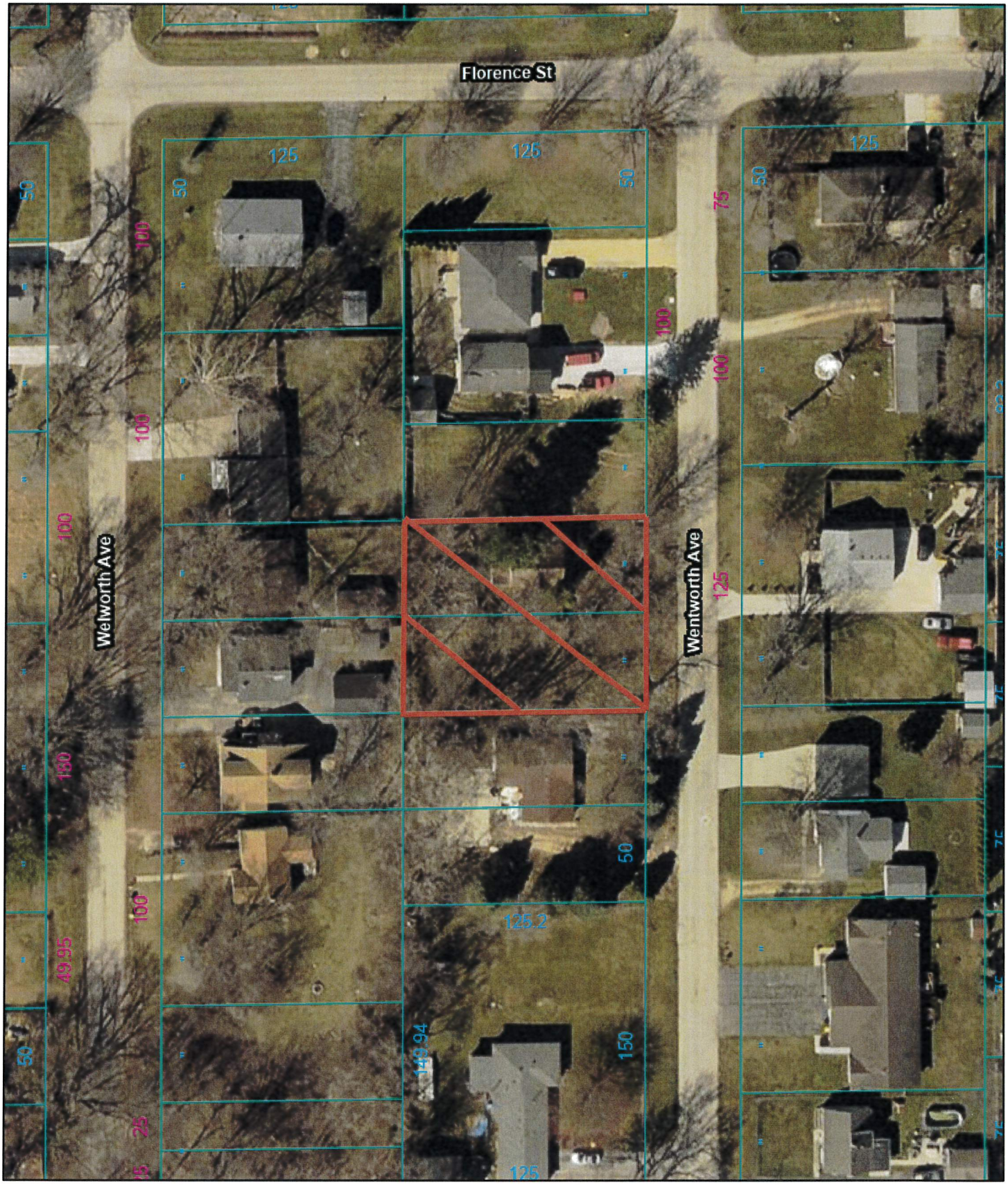
PLAT DATA: Number of Lots: 1

SOILS REPORT: Soil disturbance will occur as a result of developing the site. Soil disturbance can create soil erosion which must be properly managed to prevent adverse environmental impacts. Controlling erosion is easy and it is the law. It is important because eroding construction sites are a leading cause of water quality problems in Illinois. Best management practices should be employed throughout all phases of the construction project to properly manage discharges of storm water and to prevent soil erosion.

REVIEW COMMENTS: The developer is re-platting two existing parcels into one lot as a result of a recent zoning approval of a Zoning Map Amendment to R-2 (ZBA #32-25) to allow three (3) townhomes to be constructed on the vacant site. One of the lots was annexed to the city and a condemned single-family home was demolished. This plat combines the now two vacant parcels into one lot. This plat is in conformance with the zoning for the site, the subdivision ordinance and the City of Rockford Comprehensive Plan.

RECOMMENDATION: Staff recommends **Approval** of Plat No. 2 of Ardmore Subdivision.

ArcGIS Web Map



12/26/2025, 11:57:45 AM

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Parcel Ownership

WinGIS

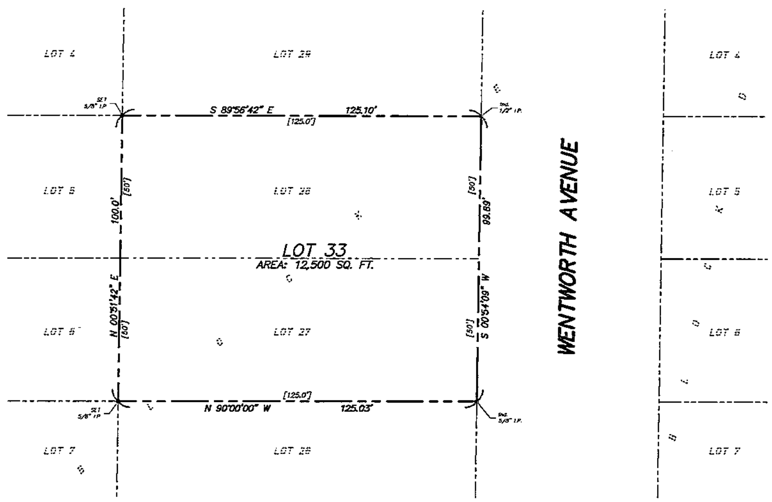
PLAT NO. 2 OF ARDMORE SUBDIVISION

BEING A REPLAT OF LOTS 27 AND 28 IN BLOCK E
OF ARDMORE SUBDIVISION
CITY OF ROCKFORD
WINNEBAGO COUNTY, ILLINOIS
DECEMBER 2025

BASIS OF BEARINGS: ASSUMED

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



LEGEND

FOUND IRON PIN

SET IRON PIN

S 00°00'00" W 000.00' MEASURED BEARING & DISTANCE

[S 00°00'00" W 000.00'] PLAT BEARING & DISTANCE

SURVEY BOUNDARY

EXISTING PROPERTY LINE

EASEMENT PROVISIONS

1. Utilities and governmental bodies

"Easements are hereby reserved for and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorizations and/or franchises and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "easement" to install, lay, construct, renew, operate and maintain storm and sanitary sewers, water mains, gas mains, surface drainage facilities, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television service; also is hereby granted the right to use the streets for said purposes, the right to install the required service connections over or under the surface on each lot and "Common area or areas" and "Common elements" to serve improvements thereon, or on adjacent lots and common area or areas and common elements, the right to enter upon the subdivided property at all times to install, lay, construct, renew, operate and maintain within the easement area the storm and sanitary sewers and water mains, gas mains, pipes, conduits, cables, poles, wires, braces, guys, anchors and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, saplings and roots, and remove any fences or landscape plantings that interfere with any of the public utility equipment or cable television equipment installed on the easement without responsibility to replace same, other than to replant any grass removed. No permanent structures, trees or berms shall be placed on the easement, but the easement may be used for purposes that do not then nor later interfere with the aforesaid uses or rights herein granted."

"If the grade of the subdivision property must be so altered or if private service lines require that the existing underground utility or cable television equipment be moved or otherwise altered, the property owners, their respective successors and assigns, shall reimburse the utility or cable television company for the necessary expense involved."

The term "Common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "outlots", "common elements", "open area", "common ground", "parking and common area". The terms "Common area or areas" and Common elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building or retention pond or mechanical equipment.

The term "Common elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(e), as amended from time to time.

2. Storm water detention areas and drainage easements:

"The maintenance of the drainage and storm water detention easement shall be the sole responsibility of the individual property owner. The finished grade of the easements shall not be landscaped, altered, or encroached upon by filling, re-grading, or construction of surface improvements that obstruct or redirect the flow of water, nor shall any buildings or structures be erected within this easement."

3. Designated Governmental bodies, utilities or cable television companies at the time of recording.
"At the time of recording, this plat is to be served by the following public utility companies: Four Rivers Sanitation Authority, Rockford Water, Commonwealth Edison Company, NiCor, Frontier Communications and/or Verizon Wireless, Insight Communications or their successors."

PLACEMENT OF UTILITIES

In all new subdivisions, all utilities shall be installed underground. The installation of such facilities shall be in compliance with the applicable orders, rules and regulations of the Illinois Commerce Commission now or hereafter effective.

LEGAL DESCRIPTION:

I HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS, I HAVE RESURVEYED AND RESUBDIVIDED ACCORDING TO THE ATTACHED PLAT NO. 2 OF ARDMORE SUBDIVISION, LOT TWENTY-SEVEN (27) AND LOT TWENTY-EIGHT (28) IN BLOCK E OF ARDMORE SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF WHICH IS RECORDED IN BOOK 19 OF PLATS ON PAGE 6 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS. CONTAINING 12,500 SQUARE FEET.

DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT. IRON PINS 3/4-INCH IN DIAMETER, 4 FEET LONG HAVE BEEN FOUND OR SET AT ALL POINTS MARKED ON THE PLAT WITH A SOLID DOT, AND IRON PINS 5/8-INCH IN DIAMETER AND 3 FEET LONG ARE SET AT ALL OTHER LOT CORNERS. DIMENSIONS ALONG CURVES ARE CHORD DIMENSIONS MEASURED PIN TO PIN.

I HEREBY CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS REPLAT IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF ROCKFORD ON PANEL NUMBER 17201C0382D, DATED SEPTEMBER 6, 2006.

I FURTHER CERTIFY THAT THE LAND ABOVE DESCRIBED IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ROCKFORD, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF ____________, 20___ AT __________

____
THOMAS R. EDDIE, I.P.L.S. 3635
EXPIRATION DATE: 11-30-2026

THOMAS R. EDDIE 3635 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LOVES PARK, ILLINOIS

CERTIFICATION OF DEDICATION BY OWNER(S) OF LAND

AS OWNER, I/WE HEREBY CERTIFY THAT I/WE HAVE CAUSED THE LAND DESCRIBED IN THE FOREGOING AFFIDAVIT OF THE SURVEYOR, TO BE SURVEYED, RESUBDIVIDED, AND MAPPED AS PRESENTED ON THIS PLAT. ALL STREETS, ALLEYS, WALKWAYS, PARKS, PLAYGROUNDS AND SCHOOL SITES SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PUBLIC PURPOSES, AND ALL EASEMENTS SHOWN ARE SUBJECT TO THE EASEMENT PROVISIONS HEREON. I/WE FURTHER CERTIFY THAT THERE ARE NO LIENS OR ENCUMBRANCES ON THE PROPERTY CONTAINED IN THIS PLAT EXCEPT ____________________

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS LAND IS SITUATED IN ROCKFORD PUBLIC SCHOOLS DISTRICT 205 IN WINNEBAGO COUNTY, ILLINOIS.

BY: ______________________________

ITS: ______________________________

CERTIFICATION BY NOTARY PUBLIC

I, ____________________, A NOTARY PUBLIC IN AND FOR THE COUNTY OF WINNEBAGO, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT ____________________ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND (SEVERALLY) ACKNOWLEDGED THAT HE SIGNED, SEALED AND DELIVERED SUCH INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____________, 20___.

____
NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____ DAY OF ____________, 20___.

____
OWNER(S) OR ATTORNEY

____
REGISTERED PROFESSIONAL ENGINEER

CERTIFICATION BY CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE REVIEWED AND APPROVED THE DRAINAGE STUDY FOR THE PROPERTY WITHIN PLAT NO. 2 OF ARDMORE SUBDIVISION. CONSTRUCTION PLANS HAVE BEEN SUBMITTED AND APPROVED, AND ALL PUBLIC IMPROVEMENTS HAVE BEEN BUILT AS REQUIRED, OR SECURITY IN A SUFFICIENT AMOUNT HAS BEEN PROVIDED FOR THIS CONSTRUCTION.

DATED THIS ____ DAY OF ____________, 20___.

____
CITY ENGINEER FOR THE CITY OF ROCKFORD, ILLINOIS

CERTIFICATION BY CITY LEGAL DIRECTOR

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROCKFORD DID, AT ITS MEETING OF THE ____ DAY OF ____________, 20___, APPROVE THIS REPLAT AND AUTHORIZE IT TO BE RECORDED.

IN WITNESS THEREOF, I ____________, LEGAL DIRECTOR FOR THE CITY OF ROCKFORD, HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID CITY OF ROCKFORD, THIS ____ DAY OF ____________, 20___.

____
LEGAL DIRECTOR

CERTIFICATION BY THE CITY PLAT OFFICER

HAVING REVIEWED THE RECOMMENDATIONS OF THE PLANNING DIVISION, DEPARTMENT OF COMMUNITY DEVELOPMENT AND THE CONDITIONS PLACED ON THIS FINAL REPLAT BY CITY COUNCIL, AND FINDING SUBSTANTIAL CONFORMITY WITH ALL PERTINENT LAWS, RULES AND REGULATIONS AND THE TENTATIVE PLAT OF THIS SUBDIVISION AS CONDITIONALLY APPROVED, THIS REPLAT IS GIVEN FINAL APPROVAL THIS ____ DAY OF ____________, 20___.

____
CITY PLAT OFFICER

CERTIFICATION BY COUNTY CLERK

I, ____________, COUNTY CLERK OF WINNEBAGO COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS, OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE LANDS EMBRACED WITHIN THE ATTACHED PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE COUNTY OF WINNEBAGO THIS ____ DAY OF ____________, 20___.

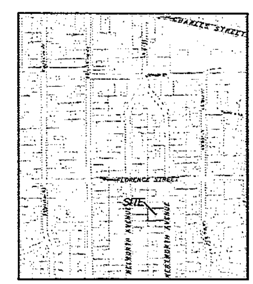
______________________________(COUNTY SEAL)
COUNTY CLERK

FORM FOR CERTIFICATION OF RECORDING OFFICIAL

FILED FOR RECORD THIS ____ DAY OF ____________, 20___ AT ____ O'CLOCK ___M.
RECORDED IN BOOK ____ OF PLATS, PAGE ____ AND EXAMINED.

DOCUMENT NUMBER ____________

______________________________(COUNTY SEAL)
COUNTY RECORDER



LOCATION MAP

0' 100' 500' 1000'

OWNER:
NICK NARUZ
4114 LISA DRIVE
ROCKFORD, ILLINOIS 61114

PREPARED BY:
R.K. JOHNSON & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS - LAND SURVEYORS
1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111
(815) 633-5097 / www.rkjohnsonassociates.com
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004994
DECEMBER 1, 2025 JOB NO. 18688

Rockford, IL January 12, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

The Committee on Code and Regulation, to whom was referred the Plat No. 2 of Ardmore Subdivision located on the west side of Wentworth Avenue, 200 feet south of Florence Street, begs leave to report recommending that the Plat be **Approved**.

Respectfully Submitted:

_____
Mark Bonne, Chairman

_____
Tamir Bell, Vice Chairman

_____
Gabrielle Torina

_____
Janessa Wilkins

_____
Aprel Prunty

Committee Action Taken:

Bonne:	Ayes:____	Nays:____	Absent:____
Bell:	Ayes:____	Nays:____	Absent:____
Torina:	Ayes:____	Nays:____	Absent:____
Wilkins:	Ayes:____	Nays:____	Absent:____
Prunty:	Ayes:____	Nays:____	Absent:____

Meeting of: January 12, 2026

Carrie Hagerty
Director
Finance Department

January 12, 2026

Kevin Frost, Chair
Finance and Personnel Committee

Transmittal Letter
Encumbered and Non-Encumbered Voucher Reports

The accompanying reports and related exhibits of encumbrances and non-encumbered vouchers have been properly examined by the Finance Department to the extent of those procedures and responsibilities set forth in the City of Rockford code of ordinances for the Finance Department.

In my opinion, the obligations as shown by the attached Finance and Personnel Committee report for:

Total Vouchers: **$8,285,662.57**

are valid commitments and obligations of the City of Rockford and have been properly classified to the proper fund and account. The Rockford Public Library accounts payable is listed for information purposes only. These accounts are payable by its respective board.

Sincerely yours,

Carrie Hagerty

Carrie Hagerty
Finance Director

cc: Finance and Personnel Committee

January 12, 2026

To the City Council of the City of Rockford:

Council Members:

Whereas the weekly encumbrances and non-encumbered vouchers have been reviewed and approved by the Finance and Personnel Committee:

Be it resolved that the City Council, pursuant to rule 16, approve the encumbrances and payment of non-encumbered vouchers as submitted by the Finance Director as shown and itemized by the attached exhibits and listings.

Exhibits:

Total Vouchers: **$8,285,662.57**

Respectfully submitted:_____
Chairman

_____

_____

_____

_____

January 12, 2026

Finance Department
Summary of Vouchers by Fund
Finance and Personnel Committee

Funds to be Expended From:

Health & Life Insurance	$	2,444,552.94
General Fund		2,361,032.53
CIP		1,536,413.43
Water		534,846.41
Debt Service		449,505.00
Health Insurance Medical		381,537.76
Health & Human Services		158,509.53
Information Services		120,523.56
Redevelopment		115,174.02
Building Maintenance		96,903.31
Central Garage		48,405.84
Motor Vehicle Parking		23,457.09
Workmen's Compensation		9,012.00
Family Justice Center		5,062.20
Community Development		524.00
Risk Management		202.95
Total	**$**	**8,285,662.57**

CITY OF ROCKFORD
SIGNIFICANT VOUCHERS
January 12, 2026

FUND	ITEMS	COST
Health & Life	HSA & PPO Medical & Administration	2,569,231
	Stop/Loss Insurance	150,154
	Health & Wellness Clinic	97,146
General	GEMT Q1 FY2026	1,755,617
	Road Salt Purchases	161,846
	RMTd Subsidy	155,750
CIP	Madison Streetscape Construction	1,023,552
	11th St Reconstruction	750,760
Debt Service	Capital Lease Payments	449,505
IT	Virtual Server Infrastructure	118,902
Redevelopment	RAVE Subsidy	114,908

Total Vouchers - $8,285,662.57

THE CITY OF ROCKFORD ILLINOIS, USA

VOUCHER DETAIL

January 12, 2026

Vendor	Fund	Department / Division	Expense Code / Description	Amount	Total By Vendor
303 NORTH MAIN STREET LLC	BUILDING MAINTENANCE		ACCOUNTS PAYABLE RENT-2025-11IDES	$14,697.44	**$14,697.44**
ACCURATE BIOMETRICS INC	FAMILY JUSTICE CENTER		SERVICE CONTRACTS FINGERPRINTING SERVICES	$62.20	**$124.40**
ACCURATE BIOMETRICS INC	HEALTH & HUMAN SERVICES		OTHER CONTRACTUAL SERVICE FINGERPRINTING SERVICES	$62.20	
AED ESSENTIALS	BUILDING MAINTENANCE		SERVICE CONTRACTS HEARTSTART AED SMART PADS II/AED BATTER/AED KIT	$2,678.00	**$3,914.00**
AED ESSENTIALS	GENERAL FUND		SMALL EQUIPMENT AND TOOLS FIRE DEPARTMENT- EMS SUPPLIES	$1,236.00	
AIR ONE EQUIPMENT INC	GENERAL FUND		MAINT-EQUIPMENT FIRE DEPARTMENT EQUIPMENT SUPP	$34.00	**$34.00**
ALEXANDER CHEMICAL CORPORATION	WATER		WATER SUPPLIES & MATERIAL WATER TREATMENT CHEMICALS BID	$5,528.00	**$5,528.00**
ALTORFER INDUSTRIES INC	BUILDING MAINTENANCE		MAINT-BUILDING LABOR & MATERIAL - REPLACE OLD RADIATOR & HOSE	$23,984.43	**$27,180.36**
ALTORFER INDUSTRIES INC	BUILDING MAINTENANCE		MAINT-BUILDING TROUBLESHOOT GENERATOR AT SHEPHERD TR INV PK620033	$2,020.45	
ALTORFER INDUSTRIES INC	BUILDING MAINTENANCE		SERVICE CONTRACTS TROUBLESHOOT GENERATOR & REPLACE ENGINE COMPONENTS	$1,175.48	
AMPS ORG LLC	HEALTH & HUMAN SERVICES		SECURITY DEPOSITS IDHS-HP - CURB	$872.00	**$872.00**
AMY MORRIS	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT MORRIS - 12/01-12/17/25 - ROCKFORD	$131.60	**$131.60**
ANDERSON ROCK RIVER FORD	RISK MANAGEMENT		RISK-CITY LOSSES COMMERCIAL VEHICLE BODY REPAIR	$202.95	**$202.95**
ANITA ENTERPRISE INC	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE FED-ESG - MERCADO	$1,200.00	**$1,200.00**
ANTHONY GIACOMAZZO	GENERAL FUND		CLOTHING BOOT ALLOWANCE	$150.00	**$150.00**
AT&T	GENERAL FUND		MISCELLANEOUS CONTRACTUAL TOWER SEARCH FOR ISB	$195.00	**$270.92**
AT&T	GENERAL FUND		WIRELESS SERVICE 028-313-0163 324-11/26/25-12/25/25	$36.24	
AT&T	GENERAL FUND		WIRELESS SERVICE 028-313-0163 324-11/26/25-12/25/25	$39.68	
AUTOMATED MERCHANT SYSTEMS LLC	REDEVELOPMENT		SERVICE CONTRACTS ONLINE PAYMENT OPTIONS FOR MET	$20.00	**$266.00**
AUTOMATED MERCHANT SYSTEMS LLC	REDEVELOPMENT		SERVICE CONTRACTS ONLINE PAYMENT OPTIONS FOR MET	$246.00	
B & H OFFICE FURNITURE INC	BUILDING MAINTENANCE		EQUIP & FURNITURE NONCAPITAL USED STEELCASE AMIRA AND NEW MESH BACK CHAIR	$531.00	**$531.00**
BALSLEY PRINTING	BUILDING MAINTENANCE		OFFICE GENERAL SUPPLIES CITY-WIDE PRINTING SERVICES JP	$40.00	**$40.00**
BOVES AUTO AND TRUCK SERVICE LLC	CENTRAL GARAGE		VEHICLE VENDOR SERVICE GARAGE COMMERCIAL LABOR BID	$156.24	**$865.80**
BOVES AUTO AND TRUCK SERVICE LLC	CENTRAL GARAGE		VEHICLE VENDOR SERVICE GARAGE COMMERCIAL LABOR BID NO	$151.37	
BOVES AUTO AND TRUCK SERVICE LLC	CENTRAL GARAGE		VEHICLE VENDOR SERVICE GARAGE COMMERCIAL LABOR BID NO	$558.19	
BRAD MANNING FORD INC	CENTRAL GARAGE		MAINT-VEHICLES FORD AUTOMOTIVE PARTS SUPPLIES	$211.56	**$1,086.20**
BRAD MANNING FORD INC	CENTRAL GARAGE		MAINT-VEHICLES FORD AUTOMOTIVE PARTS SUPPLIES	$874.64	
BRIDGEWAY INC	BUILDING MAINTENANCE		CONTRACTED JANITORIAL SER DEC 2025 JANITORIAL SERVICES-CITY HALL	$12,367.17	**$12,367.17**
C & E SPECIALTIES INC	GENERAL FUND		CLOTHING FINANCE DEPT APPAREL ORDER - KARLA HUNTER	$112.85	**$4,995.37**
C & E SPECIALTIES INC	GENERAL FUND		CLOTHING FINANCE DEPT APPAREL ORDER-MIGUEL HERNANDEZ	$106.00	
C & E SPECIALTIES INC	GENERAL FUND		CLOTHING FIRE STATION UNIFORM CLOTHING	$720.00	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$393.81	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$411.10	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$321.67	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$288.57	

Vendor	Fund	Department / Division	Expense Code / Description	Amount	Total By Vendor
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$547.50	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$335.40	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$291.95	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$653.50	
C & E SPECIALTIES INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS PROMOTIONAL ITEMS	$813.02	
CHAD BLACKBURN	BUILDING MAINTENANCE		CLOTHING BOOT ALLOWANCE 2025	$150.00	**$150.00**
CHARLIE BYRD	GENERAL FUND		CLOTHING BOOT ALLOWANCE 2025	$115.23	**$115.23**
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$31.85	**$776.11**
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$55.49	
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$15.60	
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$35.40	
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$52.40	
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$33.50	
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$45.10	
CINTAS CORPORATION NO 2	BUILDING MAINTENANCE		MEDICINE AND DRUGS FIRST AID AND PPO SUPPLIES	$96.41	
CINTAS CORPORATION NO 2	CENTRAL GARAGE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$51.72	
CINTAS CORPORATION NO 2	CENTRAL GARAGE		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$40.45	
CINTAS CORPORATION NO 2	GENERAL FUND		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$4.00	
CINTAS CORPORATION NO 2	GENERAL FUND		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$11.57	
CINTAS CORPORATION NO 2	GENERAL FUND		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$10.00	
CINTAS CORPORATION NO 2	GENERAL FUND		RENTAL EQUIPMENT CW UNIFORMS FLOOR MATS TOWELS	$48.50	
CINTAS CORPORATION NO 2	GENERAL FUND		SERVICE CONTRACTS CW UNIFORMS FLOOR MATS TOWELS	$3.80	
CINTAS CORPORATION NO 2	GENERAL FUND		SERVICE CONTRACTS CW UNIFORMS FLOOR MATS TOWELS	$26.75	
CINTAS CORPORATION NO 2	GENERAL FUND		SERVICE CONTRACTS CW UNIFORMS FLOOR MATS TOWELS	$25.05	
CINTAS CORPORATION NO 2	HEALTH & HUMAN SERVICES		MAINT-BUILDING FLOOR MATS - 612 N CHURCH	$10.19	
CINTAS CORPORATION NO 2	HEALTH & HUMAN SERVICES		MAINT-BUILDING FLOOR MATS - 612 N CHURCH	$0.72	
CINTAS CORPORATION NO 2	HEALTH & HUMAN SERVICES		MAINT-BUILDING FLOOR MATS - 612 N CHURCH	$1.00	
CINTAS CORPORATION NO 2	HEALTH & HUMAN SERVICES		MAINT-BUILDING FLOOR MATS - 612 N CHURCH	$2.44	
CINTAS CORPORATION NO 2	HEALTH & HUMAN SERVICES		MAINT-BUILDING FLOOR MATS - FAIRGROUNDS	$9.68	
CINTAS CORPORATION NO 2	HEALTH & HUMAN SERVICES		MAINT-BUILDING FLOOR MATS - FAIRGROUNDS	$3.22	
CINTAS CORPORATION NO 2	WATER		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$6.55	
CINTAS CORPORATION NO 2	WATER		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$38.94	
CINTAS CORPORATION NO 2	WATER		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$8.58	
CINTAS CORPORATION NO 2	WATER		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$13.72	
CINTAS CORPORATION NO 2	WATER		LINENS AND LAUNDRY CW UNIFORMS FLOOR MATS TOWELS	$39.68	

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CINTAS CORPORATION NO 2	WATER		SERVICE CONTRACTS CW UNIFORMS FLOOR MATS TOWELS	$31.40	
CINTAS CORPORATION NO 2	WATER		SERVICE CONTRACTS CW UNIFORMS FLOOR MATS TOWELS	$22.40	
CITY OF LOVES PARK	GENERAL FUND		PASS THROUGH GRANT	$10,659.78	**$10,659.78**
CLEAN EARTH ENVIRONMENTAL SOLUTIONS INC	GENERAL FUND		SERVICE CONTRACTS BIOHAZARD WASTE REMOVAL	$471.70	**$471.70**
COMCAST FINANCIAL AGENCY	BUILDING MAINTENANCE		UTILITIES-BLDG & OFF 350198964 -12/05/25-01/04/26	$171.85	**$2,827.10**
COMCAST FINANCIAL AGENCY	BUILDING MAINTENANCE		UTILITIES-BLDG & OFF 350199822 -12/05/25-01/04/26	$171.85	
COMCAST FINANCIAL AGENCY	BUILDING MAINTENANCE		UTILITIES-BLDG & OFF 453864680 -12/14/25-01/15/26	$114.34	
COMCAST FINANCIAL AGENCY	GENERAL FUND		UTILITIES-BLDG & OFF 452387634 -12/05/25-01/04/26	$210.26	
COMCAST FINANCIAL AGENCY	GENERAL FUND		UTILITIES-BLDG & OFF 452505888 -12/05/25-01/04/26	$121.90	
COMCAST FINANCIAL AGENCY	GENERAL FUND		UTILITIES-BLDG & OFF 452505912 -12/05/25-01/04/26	$176.96	
COMCAST FINANCIAL AGENCY	GENERAL FUND		UTILITIES-BLDG & OFF 452514617 -12/05/25-01/15/26	$476.77	
COMCAST FINANCIAL AGENCY	GENERAL FUND		UTILITIES-BLDG & OFF 452615984 -12/05/25-01/04/26	$192.15	
COMCAST FINANCIAL AGENCY	GENERAL FUND		UTILITIES-BLDG & OFF 480772021 -12/05/25-01/15/26	$529.73	
COMCAST FINANCIAL AGENCY	INFORMATION SERVICES		UTILITIES-BLDG & OFF 450040417 -12/05/25-01/04/26	$42.68	
COMCAST FINANCIAL AGENCY	INFORMATION SERVICES		UTILITIES-BLDG & OFF 450692399 -12/05/25-01/15/26	$618.61	
COMMONWEALTH EDISON COMPANY	BUILDING MAINTENANCE		UTILITIES-BLDG & OFF 1052 RESEARCH PKWY	$30.90	**$656.73**
COMMONWEALTH EDISON COMPANY	BUILDING MAINTENANCE		UTILITIES-BLDG & OFF 700 RESEARCH PKWY	$26.28	
COMMONWEALTH EDISON COMPANY	GENERAL FUND		UTILITIES-STR LIGHT 110 15TH AVE	$133.03	
COMMONWEALTH EDISON COMPANY	GENERAL FUND		UTILITIES-STR LIGHT 7561 E STATE ST	$299.14	
COMMONWEALTH EDISON COMPANY	GENERAL FUND		UTILITIES-STR LIGHT NW CORNER OF NEW MILFORD SCHOO	$44.75	
COMMONWEALTH EDISON COMPANY	GENERAL FUND		UTILITIES-STR LIGHT SE CORNER OF BLACKHAWK RD & FA	$44.94	
COMMONWEALTH EDISON COMPANY	MOTOR VEHICLE PARKING		UTILITIES-STR LIGHT 114 S MADISON ST	$77.69	
COMPASS MINERALS AMERICA INC	GENERAL FUND		PUBLIC WORKS ROCK SALT BULK 2025-2026 WINT	$14,752.41	**$161,845.96**
COMPASS MINERALS AMERICA INC	GENERAL FUND		PUBLIC WORKS ROCK SALT BULK 2025-2026 WINT	$25,856.19	
COMPASS MINERALS AMERICA INC	GENERAL FUND		PUBLIC WORKS ROCK SALT/ BULK 2025-2026 WINTER	$11,094.58	
COMPASS MINERALS AMERICA INC	GENERAL FUND		PUBLIC WORKS ROCK SALT/ BULK 2025-2026 WINTER	$52,187.41	
COMPASS MINERALS AMERICA INC	GENERAL FUND		PUBLIC WORKS ROCK SALT/ BULK 2025-2026 WINTER	$18,193.42	
COMPASS MINERALS AMERICA INC	GENERAL FUND		PUBLIC WORKS ROCK SALT/ BULK 2025-2026 WINTER	$13,112.75	
COMPASS MINERALS AMERICA INC	GENERAL FUND		PUBLIC WORKS ROCK SALT/ BULK 2025-2026 WINTER	$26,649.20	
COMPLETE MECHANICAL SOLUTIONS LLC	BUILDING MAINTENANCE		MAINT-BUILDING HVAC SERVICES 12/17/25	$122.50	**$1,486.65**
COMPLETE MECHANICAL SOLUTIONS LLC	BUILDING MAINTENANCE		MAINT-BUILDING HVAC SERVICES 225-PW-017	$898.50	
COMPLETE MECHANICAL SOLUTIONS LLC	BUILDING MAINTENANCE		MAINT-BUILDING HVAC SERVICES 225-PW-017	$465.65	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL POLYPHOSPHATE TREATMENT CHEMIC	$9,128.99	**$51,606.60**
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL POLYPHOSPHATE TREATMENT CHEMIC	$7,715.24	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL POLYPHOSPHATE TREATMENT CHEMIC	$2,663.46	

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CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL POLYPHOSPHATE TREATMENT CHEMIC	$9,291.83	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL WATER TREATMENT CHEMICALS BID	$2,356.58	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL WATER TREATMENT CHEMICALS BID	$4,513.44	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL WATER TREATMENT CHEMICALS BID	$4,090.18	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL WATER TREATMENT CHEMICALS BID	$4,090.18	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL WATER TREATMENT CHEMICALS BID	$2,961.62	
CONDY HOLDINGS LLC	WATER		WATER SUPPLIES & MATERIAL WATER TREATMENT CHEMICALS BID	$4,795.08	
CONSTELLATION NEWENERGY INC	GENERAL FUND		UTILITIES-STR LIGHT 716 22ND AVE	$379.61	**$379.61**
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$65.88	**$440.25**
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$12.31	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$33.79	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$17.99	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$7.19	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$16.45	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$12.59	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$11.23	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$79.93	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$4.76	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING	$67.22	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		MAINT-BUILDING FACILITY MAINTENANCE-HARDWARE	$20.22	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		SMALL EQUIPMENT AND TOOLS	$14.84	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		SMALL EQUIPMENT AND TOOLS	$7.55	
DCCI ENTERPRISES INC	BUILDING MAINTENANCE		SMALL EQUIPMENT AND TOOLS FACILITY MAINTENANCE-HARDWARE	$1.79	
DCCI ENTERPRISES INC	GENERAL FUND		PUBLIC WORKS	$24.40	
DCCI ENTERPRISES INC	WATER		WATER SUPPLIES & MATERIAL	$38.13	
DCCI ENTERPRISES INC	WATER		WATER SUPPLIES & MATERIAL FACILITY MAINTENANCE-HARDWARE	$3.98	
DEANNA REYNOLDS	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT REYNOLDS - 11/05-12/18/25 - ROCKFORD IL	$84.00	**$84.00**
DELL MARKETING L P	GENERAL FUND		COMPUTER NONCAPITAL TECHNOLOGY SOLUTIONS PRODUCTS	$302.00	**$816.92**
DELL MARKETING L P	GENERAL FUND		COMPUTER NONCAPITAL TECHNOLOGY SOLUTIONS PRODUCTS	$158.12	
DELL MARKETING L P	GENERAL FUND		COMPUTER NONCAPITAL TECHNOLOGY SOLUTIONS PRODUCTS	$158.12	
DELL MARKETING L P	HEALTH & HUMAN SERVICES		MAINT-EQUIPMENT TECHNOLOGY SOLUTIONS PRODUCTS	$198.68	
DELTA INDUSTRIES INC	WATER		OTHER CONTRACTUAL SERVICE JOB WO-00016868	$4,228.56	**$4,228.56**
DGO PREMIUM SERVICES CO	MOTOR VEHICLE PARKING		SERVICE CONTRACTS SNOW REMOVAL MUNICIPAL SIDEWALK	$7,000.00	**$17,120.00**
DGO PREMIUM SERVICES CO	MOTOR VEHICLE PARKING		SERVICE CONTRACTS SNOW REMOVAL MUNICIPAL SIDEWALK SALT	$3,120.00	
DGO PREMIUM SERVICES CO	MOTOR VEHICLE PARKING		SERVICE CONTRACTS SNOW REMOVAL MUNICIPAL SIDEWALK SALT	$7,000.00	

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DISTINCTIVE ROOFING INC	BUILDING MAINTENANCE		MAINT-BUILDING ROOFING SERVICES - 2025 BID #2	$698.00	**$698.00**
DORA AVILA	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT AVILA - 12/01/25-12/19/25 - ROCKFORD IL	$96.60	**$96.60**
EDWARD ZELDOVICH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE IDHS-HP - WILFORD	$3,840.00	**$3,840.00**
ENDRESS & HAUSER	WATER		MAINT-EQUIPMENT PROMAG W/400/5W4C2F/DN250 10 INCH PER QUOTE#206137	$8,861.85	**$8,861.85**
ERICH STASKAL	GENERAL FUND		FOOD MEAL REIMBURSEMENT	$11.00	**$22.00**
ERICH STASKAL	GENERAL FUND		FOOD MEAL REIMBURSEMENT	$11.00	
EVERARDO TORRES	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE CSBG-DCA - COLBERT	$1,000.00	**$4,500.00**
EVERARDO TORRES	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE SNAP-BRP - COLBERT	$500.00	
EVERARDO TORRES	HEALTH & HUMAN SERVICES		SECURITY DEPOSITS SNAP-BRP - COLBERT	$1,500.00	
EVERARDO TORRES	HEALTH & HUMAN SERVICES		SECURITY DEPOSITS SNAP-BRP - ROZIER	$1,500.00	
EVERGREEN IRRIGATION INC	MOTOR VEHICLE PARKING		SERVICE CONTRACTS	$429.00	**$5,059.88**
EVERGREEN IRRIGATION INC	MOTOR VEHICLE PARKING		SERVICE CONTRACTS	$350.00	
EVERGREEN IRRIGATION INC	MOTOR VEHICLE PARKING		SERVICE CONTRACTS	$275.00	
EVERGREEN IRRIGATION INC	MOTOR VEHICLE PARKING		SERVICE CONTRACTS	$330.00	
EVERGREEN IRRIGATION INC	MOTOR VEHICLE PARKING		SERVICE CONTRACTS	$660.00	
EVERGREEN IRRIGATION INC	MOTOR VEHICLE PARKING		SERVICE CONTRACTS	$759.00	
EVERGREEN IRRIGATION INC	MOTOR VEHICLE PARKING		SERVICE CONTRACTS	$2,256.88	
FEHR-GRAHAM & ASSOCIATES	CIP		LAND IMPROVEMENT UST CONFIRMATION SAMPLING	$4,150.00	**$6,550.00**
FEHR-GRAHAM & ASSOCIATES	GENERAL FUND		SERVICE CONTRACTS 2024 BROWNFIELDS ASSESSMENT ASSISTANCE	$2,400.00	
FERGUSON US HOLDINGS INC	WATER		MAINT-EQUIPMENT REPAIR LOCATOR	$326.40	**$326.40**
FIRST CHOICE RESEARCH AND INVESTIGATIONS LLC	GENERAL FUND		MISCELLANEOUS CONTRACTUAL POLICE DEPARTMENT BACKGROUND S	$1,686.00	**$1,686.00**
FIRST STUDENT INC	HEALTH & HUMAN SERVICES		SERVICE CONTRACTS 2025 DEC TRANSPORTATION	$49,230.00	**$49,230.00**
FLORENCIO BATISTA	GENERAL FUND		FOOD MEAL TICKET-MCDONALD'S	$9.86	**$20.86**
FLORENCIO BATISTA	GENERAL FUND		FOOD MEAL TICKET-MCDONALD'S	$11.00	
FLYING W TREE SERVICE	GENERAL FUND		SERVICE CONTRACTS TREE REMOVAL BID NO 122-PW-001	$3,542.00	**$3,542.00**
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0060008WS - 10/31/25-11/30/25	$2.53	**$10,540.35**
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0620191WS - 10/31/25-11/30/25	$428.49	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0660073WS - 10/31/25-11/30/25	$615.47	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0680025WS - 10/31/25-11/30/25	$878.68	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0680026WS - 10/31/25-11/30/25	$603.36	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0840026WS - 10/31/25-11/30/25	$2,264.91	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0850162WS - 10/31/25-11/30/25	$792.99	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0860247WS - 10/31/25-11/30/25	$452.72	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0900848WS - 10/31/25-11/30/25	$670.52	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0900849WS - 10/31/25-11/30/25	$389.59	

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FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0900850WS - 10/31/25-11/30/25	$523.72	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0900851WS - 10/31/25-11/30/25	$1,197.77	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0900852WS - 10/31/25-11/30/25	$567.26	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0900853WS - 10/31/25-11/30/25	$357.13	
FOUR RIVERS SANITATION AUTHORITY	WATER		BACKWASH TREATMENT 0900854WS - 10/31/25-11/30/25	$795.21	
FRINKS SEWER SERVICE	BUILDING MAINTENANCE		MAINT-BUILDING SERVICE TO PUMP OIL SEPARATORS AND TRENCH AT FIRE	$516.00	**$1,157.00**
FRINKS SEWER SERVICE	BUILDING MAINTENANCE		MAINT-BUILDING SERVICE TO ROOTER 2IN CO AT 528 WOODLAWN AVE INV 1	$283.00	
FRINKS SEWER SERVICE	BUILDING MAINTENANCE		MAINT-BUILDING TELEVISED CO AT 102 N MAIN ST INV 120109	$358.00	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$185.28	**$704.69**
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$51.65	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$180.37	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$13.60	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$11.97	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$63.09	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$11.61	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$21.69	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES	$129.80	
GENUINE PARTS COMPANY	CENTRAL GARAGE		MAINT-VEHICLES AUTOMOTIVE PARTS AND SUPPLIES	$35.63	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENG SERVICES-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$9,770.00	**$70,455.00**
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENG SERVICES-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$560.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENG SERVICES-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$7,760.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENG SERVICES-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$5,560.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENG SERVICES-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$1,060.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENG SERVICES-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$12,705.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENGINEERING-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$1,810.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENGINEERING-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$12,890.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENGINEERING-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$850.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENGINEERING-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$7,660.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENGINEERING-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$3,620.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENGINEERING-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$2,820.00	
GEOCON PROFESSIONAL SERVICES LLC	CIP		ENGINEERING-CONSTRUCTION MATERIAL TESTING 2024 RFP NO 1	$3,390.00	
GEOSTAR MECHANICAL INC	BUILDING MAINTENANCE		MAINT-BUILDING	$843.33	**$11,225.04**
GEOSTAR MECHANICAL INC	BUILDING MAINTENANCE		MAINT-BUILDING	$210.00	
GEOSTAR MECHANICAL INC	BUILDING MAINTENANCE		MAINT-BUILDING PLUMBING SERVICES 225-PW-016	$8,821.71	
GEOSTAR MECHANICAL INC	WATER		SERVICE CONTRACTS	$150.00	

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GEOSTAR MECHANICAL INC	WATER		SERVICE CONTRACTS	$150.00	
GEOSTAR MECHANICAL INC	WATER		SERVICE CONTRACTS	$300.00	
GEOSTAR MECHANICAL INC	WATER		SERVICE CONTRACTS	$300.00	
GEOSTAR MECHANICAL INC	WATER		SERVICE CONTRACTS	$150.00	
GEOSTAR MECHANICAL INC	WATER		SERVICE CONTRACTS	$300.00	
GREEN BATTERY DISTRIBUTION INC	CENTRAL GARAGE		MAINT-VEHICLES AUTOMOTIVE REPAIR PARTS & SUPP	$409.84	**$1,318.74**
GREEN BATTERY DISTRIBUTION INC	CENTRAL GARAGE		MAINT-VEHICLES AUTOMOTIVE REPAIR PARTS & SUPP	$102.86	
GREEN BATTERY DISTRIBUTION INC	CENTRAL GARAGE		MAINT-VEHICLES AUTOMOTIVE REPAIR PARTS & SUPP	$299.11	
GREEN BATTERY DISTRIBUTION INC	CENTRAL GARAGE		MAINT-VEHICLES AUTOMOTIVE REPAIR PARTS & SUPP	$387.27	
GREEN BATTERY DISTRIBUTION INC	CENTRAL GARAGE		MAINT-VEHICLES AUTOMOTIVE REPAIR PARTS & SUPP	$119.66	
GREEN ROAD TIRE RECYCLING	GENERAL FUND		SERVICE CONTRACTS	$537.50	**$5,074.50**
GREEN ROAD TIRE RECYCLING	GENERAL FUND		SERVICE CONTRACTS	$752.50	
GREEN ROAD TIRE RECYCLING	GENERAL FUND		SERVICE CONTRACTS	$1,144.50	
GREEN ROAD TIRE RECYCLING	GENERAL FUND		SERVICE CONTRACTS	$1,012.50	
GREEN ROAD TIRE RECYCLING	GENERAL FUND		SERVICE CONTRACTS	$805.00	
GREEN ROAD TIRE RECYCLING	GENERAL FUND		SERVICE CONTRACTS	$521.50	
GREEN ROAD TIRE RECYCLING	GENERAL FUND		SERVICE CONTRACTS	$301.00	
HD SUPPLY INC	BUILDING MAINTENANCE		MAINT-JANITORIAL & CLNG	$308.94	**$6,544.94**
HD SUPPLY INC	BUILDING MAINTENANCE		MAINT-JANITORIAL & CLNG	$119.92	
HD SUPPLY INC	BUILDING MAINTENANCE		MAINT-JANITORIAL & CLNG	$119.92	
HD SUPPLY INC	BUILDING MAINTENANCE		MAINT-JANITORIAL & CLNG	$101.18	
HD SUPPLY INC	BUILDING MAINTENANCE		MAINT-JANITORIAL & CLNG JOINT PURCHASING JANITORIAL SU	$347.70	
HD SUPPLY INC	BUILDING MAINTENANCE		MAINT-JANITORIAL & CLNG JOINT PURCHASING JANITORIAL SU	$347.70	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$498.50	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$195.78	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$410.02	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$690.84	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$529.70	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$325.64	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$360.12	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$72.14	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$294.09	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$144.22	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$46.85	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$432.66	

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HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$54.00	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$46.85	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$77.68	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$162.69	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$96.40	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$111.00	
HD SUPPLY INC	GENERAL FUND		MAINT-JANITORIAL & CLNG	$178.85	
HD SUPPLY INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS	$190.15	
HD SUPPLY INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS	$72.00	
HD SUPPLY INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS	$209.40	
HEALTH CARE SERVICE CORPORATION	HEALTH & LIFE INSURANCE		ADMINISTRATION SRVC FEE HSA & PPO MEDICAL & ADMINISTR	$4,483.50	**$2,569,231.14**
HEALTH CARE SERVICE CORPORATION	HEALTH & LIFE INSURANCE		ADMINISTRATION SRVC FEE HSA & PPO MEDICAL & ADMINISTR	$63,177.01	
HEALTH CARE SERVICE CORPORATION	HEALTH & LIFE INSURANCE		INSURANCE DENTAL CLAIMS HSA & PPO MEDICAL & ADMINISTR	$121,052.23	
HEALTH CARE SERVICE CORPORATION	HEALTH & LIFE INSURANCE		INSURANCE MEDICAL CLAIMS HSA & PPO MEDICAL & ADMINISTR	$1,998,980.64	
HEALTH CARE SERVICE CORPORATION	HEALTH INSURANCE MEDICAL		ADMINISTRATION SRVC FEE HSA & PPO MEDICAL & ADMINISTR	$3,966.25	
HEALTH CARE SERVICE CORPORATION	HEALTH INSURANCE MEDICAL		INSURANCE MEDICAL CLAIMS HSA & PPO MEDICAL & ADMINISTR	$302,768.45	
HEALTH CARE SERVICE CORPORATION	HEALTH INSURANCE MEDICAL		PHARMACY SCRIPT-SAVE HSA & PPO MEDICAL & ADMINISTR	$74,803.06	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS COFFEE 612 N CHURCH 12/18/25	$90.88	**$367.70**
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS COFFEE 612 N CHURCH 12/18/25	$6.40	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS COFFEE 612 N CHURCH 12/18/25	$8.96	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS COFFEE 612 N CHURCH 12/18/25	$21.76	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER 2025	$19.18	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER 2025	$34.75	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER 2025	$7.19	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER 2025	$47.94	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER 2025	$5.99	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER 2025	$2.40	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER 2025	$2.40	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER PACE	$89.89	
HORIZONS INC	HEALTH & HUMAN SERVICES		BOARD MEETINGS WATER COOLER OCTOBER-DECEMBER PACE	$29.96	
HR GREEN INC	CIP		ENGINEERING-DESIGN BRIDGE PRGM MGMT & RELATED ENG	$1,175.00	**$1,175.00**
HUB PRINTING	GENERAL FUND		PRINTING & PUBLICATION PROMOTIONS PROGRAMS FOR 01/02/26	$429.02	**$429.02**
HUNTINGTON PUBLIC CAPITAL CORPORATION	DEBT SERVICE		CAPITAL LEASE INTEREST 2019 FIRE ENGINES & LADDER CPO	$37,304.41	**$449,505.00**
HUNTINGTON PUBLIC CAPITAL CORPORATION	DEBT SERVICE		CAPITAL LEASE PRINCIPAL PYMT 2019 FIRE ENGINES & LADDER CPO	$412,200.59	
HYTECH AUTOMOTIVE INC	HEALTH & HUMAN SERVICES		CLIENT VEHICLE REPAIR CSBG-DCA - JONES	$2,556.92	**$2,556.92**

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Vendor	Fund	Department / Division	Expense Code / Description	Amount	Total By Vendor
IL HEALTHCARE AND FAMILY SERVICES	GENERAL FUND		GEMT PAYABLE GEMT FY2026 Q1	$1,755,617.09	**$1,755,617.09**
ILLINOIS NURSING ACADEMY	HEALTH & HUMAN SERVICES		CLIENT EDUCATION CSBG-DCA - GULLEY	$1,100.00	**$3,300.00**
ILLINOIS NURSING ACADEMY	HEALTH & HUMAN SERVICES		CLIENT EDUCATION CSBG-DCA - HORTON	$1,100.00	
ILLINOIS NURSING ACADEMY	HEALTH & HUMAN SERVICES		CLIENT EDUCATION CSBG-DCA - LEVINGSTON	$1,100.00	
ILLINOIS STATE TOLL HIGHWAY AUTHORITY	CENTRAL GARAGE		VEHICLE VENDOR SERVICE TOLL FINES INV VW5909410147	$30.40	**$30.40**
INDUSTRIAL ORGANIZATIONAL SOLUTIONS INC	GENERAL FUND		CONSULTING FEE LIEUTENANT PROMOTION PROCESS	$14,243.33	**$14,243.33**
INSIGHT PUBLIC SECTOR INC	INFORMATION SERVICES		MAINT-OFFICE & FURNITURE VIRTUAL SERVER INFRASTRUCTURE - PO	$118,901.76	**$118,901.76**
INSTITUTE FOR COMMUNITY ALLIANCES	HEALTH & HUMAN SERVICES			$1,574.12	**$4,134.77**
INSTITUTE FOR COMMUNITY ALLIANCES	HEALTH & HUMAN SERVICES			$2,625.39	
INSTITUTE FOR COMMUNITY ALLIANCES	HEALTH & HUMAN SERVICES		SUBRECIPIENT ADMINISTRATION OCT-25 ESG	($184.20)	
INSTITUTE FOR COMMUNITY ALLIANCES	HEALTH & HUMAN SERVICES		SUBRECIPIENT ADMINISTRATION SEPT-25 ESG	$119.46	
INTERACTIVE DATA LLC	GENERAL FUND		SERVICE CONTRACTS ONLINE SOCIAL MEDIA SEARCHES	$127.30	**$127.30**
INTOXIMETERS INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS ORAL FLUID MOBILE ANALYZER/TEST KITS FOR TRAFFIC	$5,645.00	**$5,645.00**
ITS ONLY LLC	CENTRAL GARAGE		VEHICLE VENDOR SERVICE WINDOW GLASS REPLACEMENT AND R	$75.00	**$1,207.00**
ITS ONLY LLC	HEALTH & HUMAN SERVICES		MAINT-BUILDING SPEAK THROUGH GLASS	$735.80	
ITS ONLY LLC	HEALTH & HUMAN SERVICES		MAINT-BUILDING SPEAK THROUGH GLASS	$396.20	
J & R SUPPLY INC	GENERAL FUND		PUBLIC WORKS 16 INCH DIAMOND SAW BLADES	$975.00	**$975.00**
J J PARIS	BUILDING MAINTENANCE		SERVICE CONTRACTS PLOW CITY YARDS INV 13877	$2,625.00	**$7,220.00**
J J PARIS	GENERAL FUND		SERVICE CONTRACTS SNOW MANAGEMENT AT STROLL ON STATE INV 13858	$4,595.00	
JANESVILLE ACQUISITION INC	CENTRAL GARAGE		VEHICLE VENDOR SERVICE COMMERCIAL PARTS & LABOR FOR SERVICE & REPAIR	$2,788.42	**$2,788.42**
JANET M SELANDER	GENERAL FUND		EDUCATION AND TRAINING FINANCE DEPT - 11/13/25-12/31/25 - ROCKFORD IL	$2,700.00	**$2,700.00**
JASON BENNETT	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE FEDERAL-ESG - SCOTT	$1,416.00	**$1,416.00**
JEANETTE MERRELL	GENERAL FUND		CLOTHING BOOT ALLOWANCE EMPLOYEE EXPENSE REIMBURSEMENT	$150.00	**$150.00**
JEANNE NELSON-ETHEREDGE	GENERAL FUND		CLOTHING EMPLOYEE EXPENSE REIMBURSEMENT-BOOT ALLOWANCE	$134.32	**$134.32**
JOANN CASH	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT CASH - 12/01/25-12/19/25 - ROCKFORD IL	$129.50	**$129.50**
JOEL MANAGBANAG	GENERAL FUND		FOOD MEAL TICKET-TAQUERIA LA CHIQUI	$11.00	**$11.00**
JOHN LAWRENCE POZZI	HEALTH & LIFE INSURANCE		INSUR - CITY RETIRED EMPLY RETIREE HEALTH INSURANCE REFUND	$836.25	**$836.25**
JOHNSON CONTROLS INC	HEALTH & HUMAN SERVICES		HEALTH AND SAFETY JOB 2025-023-201-1	$4,000.00	**$33,229.92**
JOHNSON CONTROLS INC	HEALTH & HUMAN SERVICES		HEALTH AND SAFETY JOB 2025-023-201-1	$811.40	
JOHNSON CONTROLS INC	HEALTH & HUMAN SERVICES		HEALTH AND SAFETY JOB 2025-023-201-1	$2,830.33	
JOHNSON CONTROLS INC	HEALTH & HUMAN SERVICES		MATERIALS AND LABOR JOB 2025-023-201-1	$20,000.00	
JOHNSON CONTROLS INC	HEALTH & HUMAN SERVICES		MATERIALS AND LABOR JOB 2025-023-201-1	$2,165.33	
JOHNSON CONTROLS INC	HEALTH & HUMAN SERVICES		MATERIALS AND LABOR JOB 2025-023-201-1	$3,422.86	
JONATHON C LARSON	GENERAL FUND		EDUCATION AND TRAINING JON LARSON-9/1/25-12/19/25-ONLINE	$2,225.00	**$2,225.00**
JOSEPH B KOSEK	GENERAL FUND		PROF FEE LEGAL CODE VIOLATION HEARING OFFICER	$1,947.50	**$1,947.50**

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KEVIN COAN	CENTRAL GARAGE		TOOL ALLOWANCE TOOL ALLOWANCE 05/21/25	$47.83	**$508.99**
KEVIN COAN	CENTRAL GARAGE		TOOL ALLOWANCE TOOL ALLOWANCE 06/09/25	$47.62	
KEVIN COAN	CENTRAL GARAGE		TOOL ALLOWANCE TOOL ALLOWANCE 12/10/25	$404.55	
KEVIN COAN	GENERAL FUND		FOOD MEAL TICKET-MCDONALD'S	$8.99	
KPOCH INTERMEDIATE INC	INFORMATION SERVICES		SERVICE CONTRACTS USIC - FIBER LOCATING SERVICES	$960.51	**$960.51**
KRISTEN HUGHES	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT HUGHES - 12/02-12/17/25 - ROCKFORD	$30.15	**$30.15**
KYLE SMITH	GENERAL FUND		FOOD MEAL REIMBURSEMENT	$11.00	**$11.00**
LABORATORY CORPORATION OF AMERICA HOLDINGS	GENERAL FUND		PROF FEE MEDICAL BIOMETRIC SCREENINGS AND LAB S	$23.00	**$23.00**
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$176.67	**$7,735.75**
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$289.57	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$2,819.32	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$850.53	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$781.20	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$33.53	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$33.53	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$2,058.82	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$22.55	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$1,975.43	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$70.32	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$357.02	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$38.16	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$743.09	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	$274.39	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	($532.00)	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	($111.43)	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	($642.68)	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	($163.37)	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	($105.94)	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	($867.21)	
LAKESIDE INTERNATIONAL LLC	CENTRAL GARAGE		MAINT-VEHICLES	($365.75)	
LOCALITY MEDIA INC	GENERAL FUND		SMALL EQUIPMENT AND TOOLS FIRST DUE SOFTWARE SUBSCRIPTIO	$36,465.19	**$36,465.19**
LOGSDON STATIONERS INC	GENERAL FUND		OFFICE GENERAL SUPPLIES	$168.49	**$318.77**
LOGSDON STATIONERS INC	GENERAL FUND		OFFICE GENERAL SUPPLIES	$109.74	
LOGSDON STATIONERS INC	GENERAL FUND		OFFICE GENERAL SUPPLIES	$40.54	
LOUIS BAGEANIS	HEALTH & HUMAN SERVICES		SECURITY DEPOSITS IDHS-HP - BROADEN	$1,395.00	**$1,395.00**

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M R NYREN COMPANY	GENERAL FUND		LINENS AND LAUNDRY LINEN FOR RFD STATION 10 INV 97770 12/23/25	$1,070.20	**$1,070.20**
MACQUEEN EQUIPMENT LLC	GENERAL FUND		MAINT-VEHICLES FIRE APPARATUS PARTS FIRE DEPA	$790.64	**$948.59**
MACQUEEN EQUIPMENT LLC	GENERAL FUND		MAINT-VEHICLES FIRE APPARATUS PARTS FIRE DEPA	$157.95	
MARATHON HEALTH LLC	HEALTH & LIFE INSURANCE		PHARMACY SCRIPT-SAVE NOV RX HEALTH & WELLNESS CLINIC RFP	$5,800.85	**$97,145.84**
MARATHON HEALTH LLC	HEALTH & LIFE INSURANCE		PROF FEES - MISC DEC 2025 HEALTH & WELLNESS CLINIC RFP	$91,344.99	
MARIA PEDEMONTE	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE IDHS-HP - THOMPSON	$5,925.00	**$5,925.00**
MARK KALOUSEK	GENERAL FUND		FOOD MEAL TICKET-PANINO'S	$11.00	**$11.00**
MARTIN R GRENNAN	HEALTH & LIFE INSURANCE		INSUR - CITY RETIRED EMPLY RETIREE HEALTH INSURANCE REFUND	$836.25	**$836.25**
MARY O SULLIVAN SNYDER	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE FED-ESG - HERNANDEZ	$2,500.00	**$2,500.00**
MATHEW A TROJNIAR	HEALTH & LIFE INSURANCE		INSUR - CITY RETIRED EMPLY RETIREE HEALTH INSURANCE REFUND	$1,672.04	**$1,672.04**
MATTHEW BENDER & COMPANY INC	GENERAL FUND		SERVICE CONTRACTS RECORD SEARCHES	$767.66	**$767.66**
MCCARTHY PROPERTY MANAGEMENT INC	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE IDHS-HP-REED	$1,470.00	**$1,470.00**
MERCY HEALTH SYSTEM CORPORATION	HEALTH & HUMAN SERVICES		PROF FEE MEDICAL HS/EHS EMPLOYEE TB TEST/PHYSICAL	$282.00	**$426.00**
MERCY HEALTH SYSTEM CORPORATION	HEALTH & HUMAN SERVICES		PROF FEE MEDICAL HS/EHS EMPLOYEE TB TEST/PHYSICAL	$144.00	
METLIFE	HEALTH & LIFE INSURANCE		INSURANCE EXPENSE 01/2026 EMPR PAID LIFE/ADD	$6,215.16	**$6,215.16**
MGD ELECTRIC INC	GENERAL FUND		ELECTRICAL INSPECTION MGD ELECTRIC PERMIT REFUND	$186.00	**$186.00**
MIDWEST MAILWORKS INC	GENERAL FUND		POSTAGE MAIL PICKUP SERVICE D3	$76.47	**$76.47**
MILLER ENGINEERING CO	BUILDING MAINTENANCE		MAINT-BUILDING REPLACED BLOWER MOTOR ON BOILER AT POLICE DIST 2 I	$9,329.90	**$13,728.10**
MILLER ENGINEERING CO	WATER		SERVICE CONTRACTS WATER DEPT ELECTRICAL SERVICES	$1,980.00	
MILLER ENGINEERING CO	WATER		SERVICE CONTRACTS WATER DEPT ELECTRICAL SERVICES	$879.10	
MILLER ENGINEERING CO	WATER		SERVICE CONTRACTS WATER DEPT ELECTRICAL SERVICES	$330.00	
MILLER ENGINEERING CO	WATER		SERVICE CONTRACTS WATER DEPT ELECTRICAL SERVICES	$879.10	
MILLER ENGINEERING CO	WATER		SERVICE CONTRACTS WATER DEPT ELECTRICAL SERVICES	$330.00	
MINDY JOY NUTTER YOUNG	GENERAL FUND		MISCELLANEOUS CONTRACTUAL PROFESSIONAL SERVICES - PO	$3,450.00	**$3,450.00**
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ 11TH ST RECONSTRUCTION PHI CONSTRUCTION	$2,170.00	**$1,887,557.67**
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ 11TH ST RECONSTRUCTION PHI CONSTRUCTION	$748,590.51	
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ MADISON STREETSCAPE PHI CONSTRUCTION	$413,351.92	
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ MADISON STREETSCAPE PHI CONSTRUCTION	$221,644.44	
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ MADISON STREETSCAPE PHI CONSTRUCTION	$198,161.40	
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ MADISON STREETSCAPE PHI CONSTRUCTION	$190,394.45	
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ WHITMAN STREET RECONSTRUCTION	$4,948.40	
N TRAK GROUP LLC	CIP		CONSTRUCTION PROJ WHITMAN STREET RECONSTRUCTION	$39,445.31	
N TRAK GROUP LLC	CIP		MAINT-INFRASTRUCTURE-NON CAP 2025 CONCRETE CHANNEL REPAIR PACKAGE	$53,532.49	
N TRAK GROUP LLC	CIP		MAINT-INFRASTRUCTURE-NON CAP WHITMAN STREET RECONSTRUCTION	$15,318.75	
N TRAK GROUP LLC	CIP		TRANF FRM WATER UTILITY 11TH ST RECONSTRUCTION PHI CONSTRUCTION	($2,170.00)	

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N TRAK GROUP LLC	CIP		TRANF FRM WATER UTILITY MADISON STREETSCAPE PHI CONSTRUCTION	($221,644.44)	
N TRAK GROUP LLC	CIP		TRANF FRM WATER UTILITY MADISON STREETSCAPE PHI CONSTRUCTION	($198,161.40)	
N TRAK GROUP LLC	CIP		TRANF FRM WATER UTILITY WHITMAN STREET RECONSTRUCTION	($4,948.40)	
N TRAK GROUP LLC	WATER		CONSTRUCTION-IN-PROGRESS 11TH ST RECONSTRUCTION PHI CONSTRUCTION	$2,170.00	
N TRAK GROUP LLC	WATER		CONSTRUCTION-IN-PROGRESS MADISON STREETSCAPE PHI CONSTRUCTION	$221,644.44	
N TRAK GROUP LLC	WATER		CONSTRUCTION-IN-PROGRESS MADISON STREETSCAPE PHI CONSTRUCTION	$198,161.40	
N TRAK GROUP LLC	WATER		CONSTRUCTION-IN-PROGRESS WHITMAN STREET RECONSTRUCTION	$4,948.40	
NATHANIEL JORDAN	FAMILY JUSTICE CENTER		RENTAL ASSISTANCE RENT ASSISTANCE - PO	$5,000.00	**$5,000.00**
NESNAH GROUP LLC	CENTRAL GARAGE		FUEL AND LUBRICANTS GASOLINE AND RELATED ITEMS BID	$5,843.38	**$27,199.60**
NESNAH GROUP LLC	CENTRAL GARAGE		FUEL AND LUBRICANTS GASOLINE AND RELATED ITEMS BID	$21,356.22	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$36.31	**$489.14**
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$87.41	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$9.48	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$16.33	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$13.76	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$55.56	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$80.75	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING	$29.51	
NICHOLSON HARDWARE	BUILDING MAINTENANCE		MAINT-BUILDING FACILITY MAINTENANCE-HARDWARE	$16.13	
NICHOLSON HARDWARE	GENERAL FUND		PUBLIC WORKS	$85.50	
NICHOLSON HARDWARE	WATER		WATER SUPPLIES & MATERIAL FACILITY MAINTENANCE-HARDWARE	$58.40	
NORTHERN ILLINOIS GAS COMPANY	GENERAL FUND		UTILITIES-BLDG & OFF 1004 7TH ST	$859.07	**$3,682.46**
NORTHERN ILLINOIS GAS COMPANY	GENERAL FUND		UTILITIES-BLDG & OFF 1007 15TH ST	$212.79	
NORTHERN ILLINOIS GAS COMPANY	GENERAL FUND		UTILITIES-BLDG & OFF 1045 W STATE ST	$108.64	
NORTHERN ILLINOIS GAS COMPANY	GENERAL FUND		UTILITIES-BLDG & OFF 1410 BROADWAY ST	$1,719.72	
NORTHERN ILLINOIS GAS COMPANY	HEALTH & HUMAN SERVICES		UTILITIES-BLDG & OFF 12/02/25-01/02/26	$586.68	
NORTHERN ILLINOIS GAS COMPANY	HEALTH & HUMAN SERVICES		UTILITIES-BLDG & OFF 12/02/25-01/02/26	$195.56	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$9.72	**$3,472.38**
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$16.56	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$205.50	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$8.99	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$210.00	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$62.45	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$130.02	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$105.29	

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OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$3.39	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$67.03	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$769.40	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$44.61	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$162.54	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$604.71	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$108.34	
OFFICE PRO INC	GENERAL FUND		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$185.69	
OFFICE PRO INC	HEALTH & HUMAN SERVICES		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$218.26	
OFFICE PRO INC	WATER		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$388.96	
OFFICE PRO INC	WATER		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$78.63	
OFFICE PRO INC	WATER		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$75.00	
OFFICE PRO INC	WATER		OFFICE GENERAL SUPPLIES 70483 - 01/06/26 STMT	$17.29	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES			$20.00	**$4,920.00**
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES			$20.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES			$20.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES			$20.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES			$20.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES			$20.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES			$20.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE	$640.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE	$690.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE	$690.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE	$690.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE	$690.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE	$690.00	
OMNI HOLDINGS SERIES LLC - OMNI NORTH	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE	$690.00	
ON TIME EMBROIDERY INC	GENERAL FUND		CLOTHING FIRE STATION UNIFORM CLOTHING	$79.00	**$626.00**
ON TIME EMBROIDERY INC	GENERAL FUND		CLOTHING FIRE STATION UNIFORM CLOTHING	$251.00	
ON TIME EMBROIDERY INC	GENERAL FUND		CLOTHING FIRE STATION UNIFORM CLOTHING	$94.00	
ON TIME EMBROIDERY INC	GENERAL FUND		CLOTHING FIRE STATION UNIFORM CLOTHING	$202.00	
PACE ANALYTICAL SERVICE LLC	WATER		SERVICE CONTRACTS RADIOLOGICAL TESTING SERVCIES	$2,634.00	**$4,130.00**
PACE ANALYTICAL SERVICE LLC	WATER		SERVICE CONTRACTS RADIOLOGICAL TESTING SERVCIES	$1,496.00	
PARAMEDIC SERVICES OF ILLINOIS INC	GENERAL FUND		SERVICE CONTRACTS DECEMBER FIRE SAFETY CONSULTING	$10,300.00	**$10,300.00**
PARTS AUTHORITY LLC	CENTRAL GARAGE		MAINT-VEHICLES AUTOMOTIVE REPAIR PARTS & SUPP	$501.58	**$501.58**

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Vendor	Fund	Department / Division	Expense Code / Description	Amount	Total By Vendor
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$50.00	**$1,468.00**
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$50.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$61.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$61.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$61.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$66.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$72.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$72.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$77.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$94.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$99.00	
PEARSON PLUMBING & HEATING CO	BUILDING MAINTENANCE		SERVICE CONTRACTS PEST CONTROL - JOINT PURCHASE	$705.00	
PENNSYLVANIA MANUFACTURERS ASSOCIATION	WORKMEN'S COMPENSATION		ADMINISTRATION SRVC FEE WORKERS COMP CLAIMS ADMIN RFP	$9,012.00	**$9,012.00**
PER MAR SECURITY AND RESEARCH CORP	HEALTH & HUMAN SERVICES		MAINT-BUILDING INSTALLATION OF ACCESS CONTROL SYSTEM	$3,121.12	**$7,403.08**
PER MAR SECURITY AND RESEARCH CORP	HEALTH & HUMAN SERVICES		MAINT-BUILDING INSTALLATION OF ACCESS CONTROL SYSTEM	$1,690.88	
PER MAR SECURITY AND RESEARCH CORP	HEALTH & HUMAN SERVICES		MAINT-BUILDING INSTALLATION OF ACCESS CONTROL SYSTEM	$1,680.61	
PER MAR SECURITY AND RESEARCH CORP	HEALTH & HUMAN SERVICES		MAINT-BUILDING INSTALLATION OF ACCESS CONTROL SYSTEM	$910.47	
POINT READY MIX LLC	WATER		WATER SUPPLIES & MATERIAL CONCRETE MATERIALS 220-W-030	$1,317.50	**$1,317.50**
PRESTIGIOUS ADMINISTRATIVE AND COUNSULTING SERVICE	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE SNAP-BRP - ALEXANDER	$852.00	**$852.00**
R&H LAUNDROMAT & DRY CLEANERS INC	GENERAL FUND		LINENS AND LAUNDRY DEC 2025 - FIRE DEPARTMENT LAUNDRY	$1,107.24	**$4,717.13**
R&H LAUNDROMAT & DRY CLEANERS INC	GENERAL FUND		LINENS AND LAUNDRY DEC 2025 - FIRE DEPARTMENT LAUNDRY	$2,187.19	
R&H LAUNDROMAT & DRY CLEANERS INC	GENERAL FUND		LINENS AND LAUNDRY NOV 2025 - FIRE DEPARTMENT LAUNDRY	$1,422.70	
RAYNOR DOOR AUTHORITY OF RKFD LLC	BUILDING MAINTENANCE		MAINT-BUILDING GARAGE DOOR SERVICES BID NO 52	$2,900.00	**$2,900.00**
RCS GROUNDS MAINTENANCE	BUILDING MAINTENANCE		SERVICE CONTRACTS CLEAR OUT OVERGROWTH AT MAGNA PARKING LOT INV 6658	$850.00	**$4,920.00**
RCS GROUNDS MAINTENANCE	BUILDING MAINTENANCE		SERVICE CONTRACTS LAWNCARE SERVICE AT FORDHAM DAM INV 6661	$900.00	
RCS GROUNDS MAINTENANCE	BUILDING MAINTENANCE		SERVICE CONTRACTS LAWNCARE SERVICE AT FORDHAM DAM INV 6661	$1,210.00	
RCS GROUNDS MAINTENANCE	GENERAL FUND		SERVICE CONTRACTS CLEAR OVERGROWTH AT GUARDS RAILS ON HARRISON AVE B	$1,960.00	
REBECCA ELLIS	HEALTH & HUMAN SERVICES		FOOD ELLIS/GETTING AHEAD/GRADUATION MATERIALS	$12.89	**$62.13**
REBECCA ELLIS	HEALTH & HUMAN SERVICES		OTHER SUPPLIES ELLIS/GETTING AHEAD/GRADUATION MATERIALS	$33.14	
REBECCA ELLIS	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT ELLIS - 12/02-12/31/25 - ROCKFORD	$16.10	
RICK WOLSKI	HEALTH & HUMAN SERVICES		SECURITY DEPOSITS IDHS-HP - HOLLAND	$1,000.00	**$1,000.00**
ROBERT SEVERSON	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE IDHS-HP - CORBIN	$2,200.00	**$2,200.00**
ROCK ROAD COMPANIES INC	GENERAL FUND		PUBLIC WORKS PUBLIC WORKS MATERIALS BID NO	$558.11	**$866.50**
ROCK ROAD COMPANIES INC	WATER		WATER SUPPLIES & MATERIAL PUBLIC WORKS MATERIALS BID NO	$308.39	
ROCKFORD MASS TRANSIT DISTRICT	GENERAL FUND		TRANSIT SUBSIDY RMTD - ANNUAL SUBSIDY	$155,750.00	**$155,750.00**

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ROCKFORD METROPOLITAN EXPOSITION	REDEVELOPMENT		METRO CENTRE SUBSIDY-JANUARY-2026	($15,976.00)	**$114,908.02**
ROCKFORD METROPOLITAN EXPOSITION	REDEVELOPMENT		METRO CENTRE SUBSIDY-JANUARY-2026	($2,448.98)	
ROCKFORD METROPOLITAN EXPOSITION	REDEVELOPMENT		METRO TRUST OPER CONTRIB SUBSIDY-JANUARY-2026	$15,976.00	
ROCKFORD METROPOLITAN EXPOSITION	REDEVELOPMENT		METRO TRUST OPER CONTRIB SUBSIDY-JANUARY-2026	$117,357.00	
RONALD R REINAGLE	CENTRAL GARAGE		CLOTHING BOOT ALLOWANCE	$150.00	**$150.00**
ROSECRANCE INC	GENERAL FUND		PASS THROUGH GRANT	$45,519.13	**$57,344.95**
ROSECRANCE INC	HEALTH & HUMAN SERVICES		SERVICE CONTRACTS HEAD START	$11,825.82	
RRD HOLDING COMPANY	GENERAL FUND		GARBAGE COLLECTION JAN 2026 - FIRE DEPARTMENT RECYCLING PICK	$1,046.99	**$1,046.99**
S & J SEALCOATING AND SNOW PLOWING INC	HEALTH & HUMAN SERVICES		SNOW REMOVAL SALT SIDEWALK / PLOW / SHOVEL	$581.25	**$2,225.00**
S & J SEALCOATING AND SNOW PLOWING INC	HEALTH & HUMAN SERVICES		SNOW REMOVAL SALT SIDEWALK / PLOW / SHOVEL	$193.75	
S & J SEALCOATING AND SNOW PLOWING INC	HEALTH & HUMAN SERVICES		SNOW REMOVAL SALT SIDEWALKS / PLOW	$251.25	
S & J SEALCOATING AND SNOW PLOWING INC	HEALTH & HUMAN SERVICES		SNOW REMOVAL SALT SIDEWALKS / PLOW	$83.75	
S & J SEALCOATING AND SNOW PLOWING INC	HEALTH & HUMAN SERVICES		SNOW REMOVAL SALT WIDEWALK / PLOW / SHOVEL	$836.25	
S & J SEALCOATING AND SNOW PLOWING INC	HEALTH & HUMAN SERVICES		SNOW REMOVAL SALT WIDEWALK / PLOW / SHOVEL	$278.75	
SAFE AT HOME INC	COMMUNITY DEVELOPMENT		SERVICE CONTRACTS 2221 OAKLAWN AVE RADON	$150.00	**$150.00**
SECRETARY OF STATE	CENTRAL GARAGE		VEHICLE VENDOR SERVICE SECRETARY OF STATE LICENSE PLA	$165.00	**$481.00**
SECRETARY OF STATE	CENTRAL GARAGE		VEHICLE VENDOR SERVICE SECRETARY OF STATE LICENSE PLA	$165.00	
SECRETARY OF STATE	CENTRAL GARAGE		VEHICLE VENDOR SERVICE SECRETARY OF STATE LICENSE PLA	$151.00	
SILVIA DELGADO	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT DELGADO - 11/03/25-11/26/25 - ROCKFORD IL	$93.80	**$158.90**
SILVIA DELGADO	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT DELGADO - 12/02/25-12/18/25 - ROCKFORD IL	$65.10	
SNI SOLUTIONS INC	GENERAL FUND		PUBLIC WORKS ANTI-ICING LIQUID	$6,525.00	**$6,525.00**
STEALTH PARTNER GROUP LLC	HEALTH & LIFE INSURANCE		INSURANCE EXPENSE 01/2026 STOP LOSS INSURANCE	$150,154.02	**$150,154.02**
STENSTROM PETROLEUM SERVICES	BUILDING MAINTENANCE		SERVICE CONTRACTS LABOR AND MATERIAL TO REPLACE ALL FUEL FILTERS AT	$362.96	**$362.96**
STEPHANIE CAREY	HEALTH & HUMAN SERVICES		SERVICE CONTRACTS SESSIONS 12-2025HS	$2,080.00	**$2,080.00**
SUNBELT RENTALS INC	GENERAL FUND		RENTAL EQUIPMENT 45FT STR MANLIFT WITH JIB RENTAL INV 177189233-000	$1,843.06	**$2,876.54**
SUNBELT RENTALS INC	GENERAL FUND		RENTAL EQUIPMENT 45FT STR MANLIFT WITH JIB RENTAL INV 177189233-000	$1,033.48	
SWEDISHAMERICAN HOSPITAL	GENERAL FUND		PASS THROUGH GRANT	$42,606.19	**$42,606.19**
TAURICE JEROME HARRIS	GENERAL FUND		CLOTHING BOOT ALLOWANCE	$150.00	**$150.00**
THE GOODYEAR TIRE & RUBBER COMPANY	CENTRAL GARAGE		MAINT-VEHICLES TIRE AND TIRE REPAIRS BID NO 1	$209.44	**$4,572.99**
THE GOODYEAR TIRE & RUBBER COMPANY	CENTRAL GARAGE		MAINT-VEHICLES TIRE AND TIRE REPAIRS BID NO 1	$881.76	
THE GOODYEAR TIRE & RUBBER COMPANY	CENTRAL GARAGE		MAINT-VEHICLES TIRE AND TIRE REPAIRS BID NO 1	$647.50	
THE GOODYEAR TIRE & RUBBER COMPANY	CENTRAL GARAGE		MAINT-VEHICLES TIRE AND TIRE REPAIRS BID NO 1	$1,304.29	
THE GOODYEAR TIRE & RUBBER COMPANY	CENTRAL GARAGE		MAINT-VEHICLES TIRE AND TIRE REPAIRS BID NO 1	$1,530.00	
THE WORKPLACE INC	GENERAL FUND		PROF FEES - MISC	$660.00	**$7,196.81**
THE WORKPLACE INC	HEALTH & HUMAN SERVICES		EMPLOYEE AGENCY WAGES 12/22/25-12/28/25	$2,581.04	

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THE WORKPLACE INC	MOTOR VEHICLE PARKING		EMPLOYEE AGENCY WAGES	$1,199.52	
THE WORKPLACE INC	WATER		EMPLOYEE AGENCY WAGES	$722.14	
THE WORKPLACE INC	WATER		EMPLOYEE AGENCY WAGES	$799.31	
THE WORKPLACE INC	WATER		EMPLOYEE AGENCY WAGES	$882.00	
THE WORKPLACE INC	WATER		EMPLOYEE AGENCY WAGES	$352.80	
TITLE UNDERWRITERS AGENCY INC OF ROCKFORD	COMMUNITY DEVELOPMENT		SERVICE CONTRACTS 524 OAKLEY AVE TITLE SEARCH	$115.00	**$230.00**
TITLE UNDERWRITERS AGENCY INC OF ROCKFORD	COMMUNITY DEVELOPMENT		SERVICE CONTRACTS 821 WOODLAND DR TITLE SEARCH	$115.00	
T-MOBILE USA	GENERAL FUND		MISCELLANEOUS CONTRACTUAL CELL PHONE SEARCHES	$50.00	**$200.00**
T-MOBILE USA	GENERAL FUND		MISCELLANEOUS CONTRACTUAL CELL PHONE SEARCHES	$50.00	
T-MOBILE USA	GENERAL FUND		MISCELLANEOUS CONTRACTUAL CELL PHONE SEARCHES	$50.00	
T-MOBILE USA	GENERAL FUND		MISCELLANEOUS CONTRACTUAL CELL PHONE SEARCHES	$50.00	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$190.20	**$8,564.25**
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$369.20	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$522.60	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$331.50	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$289.95	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$253.20	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$667.75	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$248.80	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$244.80	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$212.60	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$245.20	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$266.00	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$518.50	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$619.60	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$224.20	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$222.40	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$505.50	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$438.00	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$277.60	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$277.60	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$343.00	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$328.50	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$264.95	
TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT	$282.20	

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TRAFFIC CONTROL AND PROTECTION LLC	WATER		RENTAL EQUIPMENT RENTAL OF TRAFFIC CONTROL SUPPLIES	$420.40	
TREE CARE ENTERPRISES INC	GENERAL FUND		SERVICE CONTRACTS TREE REMOVAL BID NO 122-PW-001	$2,178.00	**$2,178.00**
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$5.00	**$23,183.90**
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$225.50	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$263.00	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$46.00	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$120.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$106.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$147.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$187.05	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$65.50	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$7.50	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$91.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$183.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$377.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$39.00	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$297.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$175.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$164.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$323.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$265.20	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,163.25	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,035.25	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,064.75	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,092.70	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,132.70	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,113.25	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,093.25	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$938.80	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$1,104.70	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$899.80	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$342.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$264.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$306.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$321.95	

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UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$87.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$189.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$209.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$128.50	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$200.00	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$145.00	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$462.85	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$339.85	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$440.35	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$169.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$45.00	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$77.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$399.15	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$223.90	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$169.95	
UNIFORM DEN EAST INC	GENERAL FUND		CLOTHING	$209.95	
UNIFORM DEN EAST INC	GENERAL FUND		SERVICE CONTRACTS	$5,183.75	
UNIFORM DEN EAST INC	GENERAL FUND		SERVICE CONTRACTS	($5,183.75)	
UNIFORM DEN EAST INC	GENERAL FUND		SERVICE CONTRACTS	$4,712.50	
UNITED LABORATORIES INC	BUILDING MAINTENANCE		MAINT-BUILDING ALL ORG E/S CLOSED LOOP TREA AND SEASONAL EQUIP WA	$792.44	**$792.44**
USW HOLDING COMPANY LLC	GENERAL FUND		SERVICE CONTRACTS FIRE DEPARTMENT WATER BOTTLES	$18.95	**$161.80**
USW HOLDING COMPANY LLC	HEALTH & HUMAN SERVICES		UTILITIES-BLDG & OFF RENTAL EQUIPMENT 01/01-01/31/26	$35.21	
USW HOLDING COMPANY LLC	HEALTH & HUMAN SERVICES		UTILITIES-BLDG & OFF RENTAL EQUIPMENT 01/01-01/31/26	$11.74	
USW HOLDING COMPANY LLC	WATER		LABORATORY DEIONIZED WATER FOR LAB	$95.90	
VANIA REGINA GUETTEN DE ALMEIDA	HEALTH & HUMAN SERVICES		STAFF MILEAGE REIMBURSEMENT GUETTEN DE ALMEIDA - 12/01-12/19/25 - ROCKFORD	$204.40	**$204.40**
VERIZON WIRELESS SERVICES LLC	GENERAL FUND		WIRELESS SERVICE 242265813-00001 - 11/29/25-12/28/25	$280.35	**$2,495.20**
VERIZON WIRELESS SERVICES LLC	GENERAL FUND		WIRELESS SERVICE 442017565-00001 - 11/29/25-12/28/25	$38.01	
VERIZON WIRELESS SERVICES LLC	GENERAL FUND		WIRELESS SERVICE 442017565-00001 - 11/29/25-12/28/25	$76.02	
VERIZON WIRELESS SERVICES LLC	GENERAL FUND		WIRELESS SERVICE 442017565-00001 - 11/29/25-12/28/25	$114.03	
VERIZON WIRELESS SERVICES LLC	WATER		WIRELESS SERVICE 242265813-00001 - 11/29/25-12/28/25	$1,986.79	
VETCOR OF LOVES PARK	GENERAL FUND		PROF FEE MEDICAL K-9 VET SERVICES FOR RIP	$97.75	**$97.75**
WINNEBAGO COUNTY RECORDER	CIP		DEMOLITION-STRUCTURE RECORDING FEES	$18.00	**$1,548.00**
WINNEBAGO COUNTY RECORDER	CIP		TRANF FRM GENERAL FD RECORDING FEES	($18.00)	
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		DEMOLITIONS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		DEMOLITIONS RECORDING FEES	$18.00	

Vendor	Fund	Department / Division	Expense Code / Description	Amount	Total By Vendor
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		LOANS AND GRANTS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		LOANS AND GRANTS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		LOANS AND GRANTS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		LOANS AND GRANTS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		LOANS AND GRANTS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	COMMUNITY DEVELOPMENT		LOANS AND GRANTS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		CLEANUPS RECORDING FEES	$126.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		DEFERRED REVENUE RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		DEMOLITION-STRUCTURE RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		DEMOLITION-STRUCTURE RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		DEMOLITION-STRUCTURE RECORDING FEES	$54.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		SERVICE CONTRACTS RECORDING FEES	$18.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		SERVICE CONTRACTS RECORDING FEES	$144.00	
WINNEBAGO COUNTY RECORDER	GENERAL FUND		SERVICE CONTRACTS RECORDING FEES	$1,008.00	
WINNEBAGO COUNTY SHERIFFS DEPT	GENERAL FUND		PASS THROUGH GRANT	$21,224.59	**$21,224.59**
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	($300.00)	**$4,064.01**
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	$19.22	
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	$321.46	
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	$2,166.25	
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	($289.95)	
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	$63.41	
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	$344.92	
WW GRAINGER INC	BUILDING MAINTENANCE		MAINT-BUILDING	$333.73	
WW GRAINGER INC	CENTRAL GARAGE		MAINT-VEHICLE MISCEL	$78.28	
WW GRAINGER INC	CENTRAL GARAGE		MAINT-VEHICLES	$16.89	
WW GRAINGER INC	CENTRAL GARAGE		MAINT-VEHICLES	$52.09	
WW GRAINGER INC	CENTRAL GARAGE		MAINT-VEHICLES	$156.24	
WW GRAINGER INC	WATER		SMALL EQUIPMENT AND TOOLS	$133.08	
WW GRAINGER INC	WATER		SMALL EQUIPMENT AND TOOLS	$200.10	
WW GRAINGER INC	WATER		SMALL EQUIPMENT AND TOOLS	$592.13	
WW GRAINGER INC	WATER		WATER SUPPLIES & MATERIAL	$176.16	
Z FINANCIAL ILLINOIS M PROPERTIES LLC	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE CSBG-DCA - SANDERS	$399.42	**$3,694.42**
Z FINANCIAL ILLINOIS M PROPERTIES LLC	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE IDHS-HP - BANKS	$1,295.00	
Z FINANCIAL ILLINOIS M PROPERTIES LLC	HEALTH & HUMAN SERVICES		RENTAL ASSISTANCE SNAP-BRP - SANDERS	$2,000.00	

THE CITY OF ROCKFORD ILLINOIS, USA

VOUCHER DETAIL

January 12, 2026

Vendor	Fund	Department / Division	Expense Code / Description	Amount	Total By Vendor
TOTAL					**8,285,662.57**

City of Rockford
Travel, Training & Education Report
January 12, 2026

VENDOR NAME	ORG	FUND	DEPT	AMOUNT	DESCRIPTION	EMPLOYEE/DATES/LOCATION	JOB TITLE
JONATHON C LARSON	10101288	GENERAL FUND	FIRE TRAINING	$ 2,225.00	PUBLIC NARRATIVE LEADERSHIP STORYTELLING & ACTION	JON LARSON-9/1/25-12/19/25-ONLINE	FIRE EMS TRAINING COORD
JANET M SELANDER	10101189	GENERAL FUND	FIN MISCELLANEOUS	$ 2,700.00	FINANCE DEPT - 11/13/25-12/31/25 - ROCKFORD IL	FINANCE DEPT - 11/13/25-12/31/25 - ROCKFORD IL	STAFF
				$ 4,925.00			

MEMORANDUM

Date: Monday, January 12, 2026

To: Finance and Personnel Committee

From: Owen Carter, Deputy Director of Program Operations

Re: Approval of Weatherization Training Program with Awaken Foundation

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Community Services Division is seeking City Council approval to enter into an agreement with Awaken Foundation for the purpose of creating a training program with qualified participants from Awaken's Pre-Apprenticeship Program. The Awaken Foundation operates a pre-apprenticeship training program designed to prepare participants for careers in the skilled trades. Graduates of this program require hands-on, real-world experience to further develop their skills and successfully transition into long-term employment.

The City's Weatherization Program provides an appropriate setting for on-the-job training (OJT), offering practical experience in residential energy efficiency and weatherization activities under the supervision of experienced City staff.

Under the proposed agreement:

- Graduates of Awaken Foundation's pre-apprenticeship program will participate in an on-the-job training program alongside City staff within the Weatherization Program.
- Participants will gain practical, supervised experience performing weatherization-related tasks and learning City standards, safety procedures, and best practices.
- Awaken will ensure all participants complete foundational certifications, monitor progress, and supply case management and transitional services during participant placement.
- The City agrees to permit participants to shadow and receive hands-on training from City employees in our Weatherization program.

There is no fiscal impact to the City. Participant wages are paid entirely by Awaken Foundation using grant funds. The City's contribution is limited to staff supervision and integration of trainees into existing weatherization activities.

This partnership supports workforce development, strengthens the local talent pipeline, and aligns with the City's commitment to economic opportunity and job readiness. It also enhances the Weatherization Program by increasing capacity while providing meaningful training opportunities to program graduates.

AGREEMENT

Between

AWAKEN FOUNDATION L3C

And

CITY OF ROCKFORD

THIS AGREEMENT (this "Agreement") is made and entered into by and between AWAKEN FOUNDATION L3C, an Illinois Limited Liability Company ("Awaken") and the CITY OF ROCKFORD, an Illinois municipal corporation (the "City"). This Agreement establishes the terms and conditions under which the City will provide on-the-job training to participants of Awaken.

WHEREAS, the Illinois Home Weatherization Program (IHWAP) helps low-income residents and households conserve fuel and reduce energy costs by making their homes and apartments more energy efficient and providing many health and safety upgrades; and

WHEREAS, the City operates a Weatherization Program in Winnebago and Boone County that provides income-eligible households with free energy audits and upgrades to increase the energy efficiency of their homes while reducing energy costs; and

WHEREAS, Awaken has received grant funding through the Illinois Department of Commerce and Economic Opportunity (DCEO) for the Illinois Works Pre-Apprenticeship Program which prioritizes pre-apprenticeship training for individuals from historically underrepresented backgrounds in the trades; and

WHEREAS, Awaken desires to have its participants who have successfully completed its Pre-Apprenticeship Program in Weatherization and Clean Energy obtain Work Experience (WEX) and On-the-Job Training (OJT) as part of the City's Weatherization Program; and

WHEREAS, the City desires to provide work experience and on-the-job training to Awaken's qualified participants ("Participants"); and

WHEREAS, this initiative supports workforce development under the Illinois Climate and Equitable Jobs Act (CEJA).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the Parties agree as follows:

1. TERM

This Agreement shall be in effect from February 1, 2026, until June 30, 2027, unless terminated earlier as provided herein. The Agreement may be extended by mutual written agreement of both Parties. The City will commit to this program/process for as long as funding allows or is available.

2. RESPONSIBILITIES OF AWAKEN

Awaken agrees that Participants will comply with all applicable City rules, regulations, policies and procedures while receiving the training or on City property and acknowledges that the City may terminate this Agreement immediately for noncompliance by Participants.

Awaken further agrees that as a condition of being permitted to participate in the training on City property, Participants will execute a waiver of liability to be provided by the City.

Awaken agrees to:

- Recruit, train, and certify Participants through its Weatherization Pre-Apprenticeship Program using the **NCCER Curriculum**.
- Ensure all Participants complete foundational certifications, including **OSHA 10, CPR/First Aid, Building Science**, and other CEJA-aligned modules.
- Provide the City with a roster of Participants eligible for WEX and OJT placement.
- Supply case management and transition services during Participant placement.
- Provide regular communication with the City's Weatherization staff to ensure maximum feasible participation.
- Cover Participant wages under WEX/OJT via approved CEJA grant funding.
- Monitor attendance, performance, and progress of Participants.
- Provide any and all documents requested by the City that are required to be submitted for the purpose of grant reporting.
- Submit required documentation for reimbursement and reporting.
- Provide two (2) four-gas meters and one (1) Testo device to be shared among all participants. All equipment shall be stored in a lockable binder bin located at the City of Rockford. Ownership of the equipment shall remain with Awaken at all times. Upon termination or expiration of this Agreement, all equipment shall be returned to Awaken in good condition, reasonable wear and tear accepted.

3. RESPONSIBILITIES OF CITY

City agrees to permit Participants to shadow and receive hands on training from the City's employees. Participants will not be employees of the City and will not replace or displace any employee of the City. Participants will only be permitted to observe and perform work under the supervision or direction of City employees. Participants will not be permitted to operate any City vehicles and will not be given independent access to City facilities.

Participants work under the general supervision of the assigned Weatherization Specialist. While shadowing the assigned Weatherization Specialist, Participants will learn Weatherization Program basics and may assist with the following:

- Set up, operate, and break down a blower door and other related equipment.
- Perform energy audits to determine eligibility and feasibility of weatherization projects.
- Estimate labor and materials for projects involving heating, structural, and renovation improvements.
- Develop work orders by utilizing the State Weatherization database.
- Maintain and update required records and reports

While assigned, the City of Rockford Health & Human Services – Community Services Division – Weatherization Program will:

- Provide direct supervision to all Participants, whether in the office or in field operations.
- Provide Participants with structured work experience in accordance with IHWAP guidelines, processes, and procedures.
- Maintain records of completed on-the-job training (OJT) as well as daily attendance and participation. This information may be shared with WEX administrators.
- Ensure that Participants are not required to perform duties that require proper certification(s) without appropriate supervision.
- Ensure that Participants are not exposed to tasks involving health/safety risks beyond their level of training/certification(s).
- Provide feedback and assist in final job-readiness evaluations.

The City may, in its absolute discretion, remove a Participant from participation in the Weatherization Program if the Participant violates the rules, regulation, policies or procedures of the City or the Participant's conduct in the Program is deemed to be unacceptable.

4. RELATIONSHIP OF THE PARTIES

Participants shall not be employees of the City. Awaken shall be responsible for Participants' compensation and benefits and Participants shall not be entitled to any compensation or benefits from the City, including worker's compensation benefits. Nothing contained herein or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between Awaken and the City. Except as other expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act or omission of the other party. Nothing contained in this Agreement shall be construed as creating an employment relationship between the Awaken or Participants and the City.

5. INDEMNIFICATION

To the extent authorized by law, Awaken shall indemnify and hold harmless the City, its employees and agents against any and all liabilities, claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of Awaken's or Participants' performance under this Agreement.

6. INSURANCE

For the term of this Agreement, Awaken shall maintain such types and amounts of liability insurance as may be required to cover Awaken's liabilities under this Agreement, including, but not limited to, commercial general liability insurance of at least $1 million per occurrence and $2 million general aggregate. Awaken shall also maintain worker's compensation insurance as required under Illinois law. Awaken shall upon request provide to the City evidence of such insurance coverage.

7. FUNDING AND PAYMENT

- This program is fully funded under the CEJA grant.
- Participant wages during WEX/OJT will be paid by Awaken Foundation through CEJA allocations.
- No direct cost will be incurred by the City for Participant wages.

8. REPORTING AND COMPLIANCE

- Both parties shall comply with all CEJA, state, and local reporting requirements.
- Awaken will submit monthly reports outlining Participant progress, hours worked, and completion metrics.

9. TERMINATION

Either Party may terminate this Agreement at any time and for any reason upon written notice to the other Party. Except as provided herein, termination shall not affect Participants already in placement, who will be supported through completion.

10. ASSIGNMENT

Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

11. AMENDMENTS

This Agreement may only be amended in writing, signed by authorized representatives of both Parties.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois. Venue for any disputes shall be the Circuit Court of the 17th Judicial Circuit, Winnebago County.

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed by their duly authorized officials, this Agreement as of the respective dates indicated below.

CITY OF ROCKFORD, a Municipal Corporation

By: _____
Name:
Title:

Date: _____

Awaken Foundation L3C, an Illinois Limited Liability Company

By: _____
Name: Jurea Crudup
Title:

Date: _____

Rockford, Illinois Date: January 12, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the Agreement between the City of Rockford and Awaken Foundation L3C for participation in a Weatherization Program on-the-job training initiative. The Legal Director shall prepare the appropriate ordinance.

_____
Kevin Frost (Chair)

_____
Jonathan Logemann (Vice chair)

_____
Frank Beach

_____
Dawn Granath

_____
Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:____	Absent:____
Logemann:	Ayes:___	Nays:____	Absent:____
Beach:	Ayes:___	Nays:____	Absent:____
Granath:	Ayes:___	Nays:____	Absent:____
Tuneberg:	Ayes:___	Nays:____	Absent:____

THE CITY OF ROCKFORD ILLINOIS, USA

Memorandum

To: Planning & Development Committee
Alderman Janessa Wilkens, Chairman
Alderman Timothy Durkee, Vice-Chairman
Alderman Jaimie Salgado
Alderman Karen Hoffman
Alderman Gina Meeks

From: Todd Cagnoni, City Administrator

Re: Request for proposed Development Agreement with Urban Equity Properties (News Tower LLC) for the redevelopment of 99 East State Street as News Tower Lofts (former Rockford Register Star) into market rate mixed uses historic adaptive reuse development with approximately 80 residential units, restaurant, and 12 commercial spaces.

Date: December 22, 2025

UEP has requested assistance from the City of Rockford (**City**) through the use of Redevelopment Funds, Tax Increment Financing (**TIF**) from the new TIF District (**DISTRICT**) recently created, and River Edge Redevelopment Zone Benefits (**RERZ**) to further the rehabilitation and establishment of an attractive mixed use residential and commercial (**Project**) located at 99 East State, the former Rockford Resister Star building. The City has approved a redevelopment plan that calls for the long-term redevelopment into residential, commercial, and mixed-use land uses, determining that these land uses are the highest and best land uses for the area and in the best interests of the City of Rockford.

Originally constructed in 1929-1932 in phases and designed by Jesse Barloga representing the Art Deco style in which time frame the building was constructed. It is said to be one of Jesse Barloga's greatest work and at one time housed his architectural offices in the News Tower per historical records. The property consists of a nine-story towner and two-story building with printing press addition added in more recent history. The property is in a National Historic District (East Rockford Historic District) and the Developer will utilize historic tax credits to assist in the redevelopment of the property.

The redevelopment will feature eighty (80) new residential apartments, restaurant and retail spaces. The retail spaces will be proposed to fill a need between a typical brick and mortar space tenant and small businesses growing within the community typically found at market / special event locations. Parking will be on site with available municipal lots for tenants and customers in close proximity. Developer intends to start on the project in 2027 and have the building ready for the first residents in 2029.

Redevelopment costs are reported at $45.6 million which includes differed Developer Fee State and Federal Historic Tax Credit Contribution, City Forgivable, TIF Advance and Construction loan.

Successful rehabilitation and occupancy of the Project will create new jobs and new full-time equivalent permanent jobs. In addition, the Developer's investment in the Project will generate increased property tax revenues post TIF, retail sales tax revenues and greatly add to the amenities of the area preserving one of the most significant buildings downtown.

The City and the Developer have negotiated a Development Agreement that defines the requirements and obligations of each party for the redevelopment of the Project and Property. The major requirements and obligations of each party are as follows:

CITY OF ROCKFORD:

A. **Public Financial Assistance.** The City agrees to provide public financial assistance to the Project as follows:

1. Redevelopment Fund. The City shall distribute to the Developer a Forgivable Loan in an amount not to exceed Two Million Six Hundred Thousand Dollars ($2,600,000) for eligible Redevelopment Project Costs for the acquisition of the building at time of purchase. The City will hold a first mortgage and guarantee in the amount of One Million Three Hundred Thousand ($1,300,000). The City will distribute additional funding in the amount of One Million Four Hundred Thousand ($1,400,000) at the time the developer secures the full capital stack and through construction. One Million dollars ($1,000,000) will be a TIF advance recaptured at $50,000 over the life of the project and the remaining Four Hundred Thousand as ($400,000) as an additional Forgivable Loan. Forgiveness of the loans shall be conditioned upon 75% residential occupancy and occupancy of the restaurant in the Property in the prior year, except for the first year.

2. Tax Increment Financing (TIF). The City agrees to provide to the Developer reimbursement of 100% of the annual incremental taxes generated by the improvement to the Property, on a pay-as-you-go bases from the proposed Madison and Oak TIF District, excluding the annual $50,000 TIF Advance, through the life of the TIF for eligible Redevelopment Project Costs.

   The Developer shall submit to the City documentation of all TIF eligible costs incurred and property taxes paid for verification by the City. Upon verification of the TIF eligible costs and property taxes paid, the City will reimburse to the Developer the annual TIF increment generated by the Project.

3. River Edge Redevelopment Zone (RERZ). The City will make available action to assist Developer in establishing eligibility for financial incentives for the Project through the River Edge Redevelopment Program administered by the State of Illinois. This would primarily be historic tax credits.

B. **Issuance of Permits and Fees**. The City shall promptly issue building permits for all construction related to the Project, provided such application shall be complete and in accordance with all applicable City codes and ordinances. All applicable building permit fees shall be paid.

Developer:

A. Purchase of Property. The Developer purchase 99 East State Street from the current owner in accordance with the development agreement.

B. **Development of the Project.** Consistent with the City's goals and objectives of the District, the Developer proposes to develop the Project into an attractive mixed-use development as described above at the sole cost and expense of the Developer.

C. **Permits.** Prior to commencing construction, the Developer shall apply to the City for all necessary building and construction permits for the improvements to be made by submitting all plans and specifications required pursuant to the City Code of Ordinances. The Developer shall be responsible for all building and construction permits.

D. **Construction of Project.** The Developer shall be substantially completed on or before twenty-four (24) months following the closing of the capital stack, subject to reasonable Force Majeure delays.

E. **Reporting and Justification of Expenditures.** As a condition of public financial assistance for the Project, all loan documentation, financing records, agreements and expenses demonstrating the financial viability of the Project shall be fully disclosed to the City, including an Annual Report on the first anniversary of the effective date of the Development Agreement and a Final Report upon completion of the Project.

F. **Restriction on Property Tax Protestation**. In recognition of the contribution of Tax Increment to the Project, the Developer shall accept the property tax assessment for the Subject Property without protest for any year in which reimbursement is due and paid and during the life of the Tax Increment Financing District until the Final Levy Date thereof.

G. **Inspection for Compliance**. The Developer agrees to allow inspections of the Property and agrees to have available, upon request, all documentation concerning this Agreement for inspection, audit and copying during normal business hours.

H. **Prevailing Wage**. The Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). Pursuant to the Act, contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed.

Staff requests the Planning and Development Committee review and recommend approval by the City Council of the attached Development Agreement with Urban Equity Properties (UEP Tower Lofts, LLC) for the rehabilitation of 99 East State Street for mixed use residential / commercial development.

THE CITY OF ROCKFORD ILLINOIS, USA

TIF GUIDELINE POLICY STATEMENT
Review for
99 East State - News Tower

The project and development agreement has been reviewed in accordance with the TIF Policy Statement and found to be consistent with the Policy. The project meets many of the identified "Primary Project Priorities" by renovating an existing commercial building in disrepair (dangerous and unsafe) while offering commercial opportunities in established commercial district. The project preserves an existing building within a federal historic district satisfying "Secondary Project Priorities" of preserving a building in Downtown.

Staff has applied the "But For" test against the project and found that but for public assistance the project is not likely to advance forward. The project has demonstrated that there is the need for City financial assistance and that the priorities of the Policy are being satisfied.

Funding is being provided on a "pay as you go" basis and Redevelopment Fund. Although, the project is being provided funds beyond generated by TIF increment, no bonds are offered to support the project and the development agreement prohibits the protest of property taxes during the term of the agreement.

The relative sections of the TIF Point System are highlighted below:

TIF GUIDELINE POINT SYSTEM

TOTAL POINTS UNDER SCORING SYSTEM = 335

a. Type of project
   i. Industrial/Manufacturing—100 Points
      1. New
      2. Existing
   ii. Commercial—75 Points
      1. New commercial
      2. Renovation/improvement of existing commercial
      3. Demolition of abandoned structures

iii. Professional/Office—75 Points
iv. Residential—50 Points
    1. Address concentration of low-income residential
    2. Dangerous and abandoned buildings
v. Advanced education and training—30 Points
vi. Arts—20 Points
vii. Public Improvements—10 Points
    1. Note that this means the use of TIF funds for a public improvement standing alone, not that some part of the funding for a project in a different category would include a public improvement. For example, a new manufacturing plant might require an upgraded sewer line. That is a manufacturing project even though it includes a public improvement. The line between "stand alone" public improvements and those linked to a specific project is not an easy one to draw.
    2. For "stand alone" public improvements, it is hard to see how the "but for" test is met since the funding of the improvement will often be a question of the allocation of tax revenues. It is also a practice that uses the taxing authority of another jurisdiction to pay for something that the City is unable or unwilling to fund out of its own possible revenue sources.
viii. Tourism—10 Points
    1. Tourism is one of the few areas that has its own dedicated revenue source.
ix. Historic Preservation—10 Points
    1. I admit to a strong bias against the concept that historic preservation is entitled to special significance. It is not considered in context—in terms of alternative development and in terms of the "opportunity cost"—the impact that abandoned structures which sit for decades have on the surrounding neighborhood.
x. Other

b. Location of the project—note that these areas all presumably will have to qualify as "blighted"
    i. High Priority areas—100 Points
        1. Central City (broadly defined)
            a. The Central City would encompass most of the areas that were developed by the 1950s
        2. Census tracts with high unemployment
        3. Census tracts with low median income
        4. Riverfront
    ii. Mid-Priority areas—50 Points
        1. I'll know them when I see them
        2. For example, the abandoned grocery store at the Charles/Alpine 5 Points area.
    iii. Low Priority areas—10 Points

1. Typically "greenfield" locations which require the extension of public services

c. Employment Factor—number and wage rate—50 Points each
   i. High/High—100
   ii. Low/High—50
   iii. High/Low—50
   iv. Low/Low--0
d. Others—up to 100 points (assigned 100)
   i. Indirect employment
   ii. MBE/WBE/Veterans
   iii. Targeted employment

Rockford, Illinois Date: January 5, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Planning and Development, to whom was referred the matter of the approval of the Proposed Development Agreement with Urban Equity Properties (UEP Tower Lofts, LLC) for the rehabilitation of 99 East State Street as News Tower Lofts (former Rockford Register Star) for mixed use residential / commercial development, hereby begs leave to report **recommending approval** of the request as recommended.

_____
Janessa Wilkins (Chair)

_____
Tim Durkee (Vice Chair)

_____
Karen Hoffman

_____
Jaime Salgado

_____
Gina Meeks

Committee Action Taken: January 5, 2026

Wilkins: Ayes:___ Nays:____ Absent:____
Durkee: Ayes:___ Nays:____ Absent:____
Hoffman: Ayes:___ Nays:____ Absent:____
Salgado: Ayes:___ Nays:____ Absent:____
Meeks: Ayes:___ Nays:____ Absent:____

DEVELOPMENT AGREEMENT
FOR 99 EAST STATE STREET

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2026, by and between the CITY OF ROCKFORD, ILLINOIS, an Illinois municipal corporation (the "City"), and Rockford News Tower LLC, an Illinois limited liability company, and/or its assigns (the "Developer") for the redevelopment of 99 East State Street.

PREAMBLES

WHEREAS, Developer has a contract to purchase the property located at 99 East State Street, including PIN 11-23-358-002, 11-23-378-003, and 11-23-378-004, legally described in **Exhibit A** attached hereto (the "**Land).**

WHEREAS, Developer is proposing to renovate the existing 8-story, 277,000 square foot blighted building located on the property to convert it into 80 luxury loft style apartments, including gourmet restaurant with riverfront patio and other commercial spaces (the "**Redevelopment Project**") as more fully described on **Exhibit B**. The approximate cost of the Redevelopment Project is at least $45,600,000. The Land and improvements constructed thereon from time to time are collectively referred to as the "**Property**".

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "**Act**"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

WHEREAS, in accordance with the requirements of the TIF Act, on **April 7, 2025**, the Corporate Authorities adopted Ordinance No. **2025-047-O**, which approved a redevelopment plan and project, entitled the Madison and Oak Tax Increment Financing Redevelopment Plan and Program (the **"Redevelopment Plan"**), for the Madison and Oak Project Area (the **"Redevelopment Area"**); and

WHEREAS, also in accordance with the requirements of the TIF Act, on **April 7, 2025**, the Corporate Authorities adopted Ordinances No. **2025-048-O** and No. **2025-049-O** which designated the Redevelopment Area as a "redevelopment project area," as that term is defined under the TIF Act, and approved tax increment financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Area (Ordinance No. **2025-047-O**, Ordinance No. **2025-048-O** and No. **2025-049-O** collectively referred to as the "**TIF Ordinances**"); and

WHEREAS, the Developer proposes to finance certain Redevelopment Project Costs related to the Redevelopment Project (as hereinafter defined), as such costs are defined in the Act at 65 ILCS 5/11/74.4-3(q) *et seq*., including but not limited to renovate the existing 8-story, 277,000 square foot

blighted building located on the property located at 99 East State Street to convert it into an 80 unit, market rate apartment, including gourmet restaurant and commercial spaces, which will serve a public purpose and which are necessary to foster development within the Property, by utilizing tax increment financing in accordance with the Act; and

WHEREAS, it is not economically feasible for Developer to undertake the proposed Redevelopment Project without a commitment by the City to make available to Developer certain tax increment financing assistance to reimburse certain Redevelopment Project Costs related to TIF-Eligible Improvements (as hereinafter defined), which the City has agreed to provide upon Developer's satisfaction of certain terms and conditions contained herein; and

WHEREAS, the City desires to have the Property developed for the uses described in this Agreement to eliminate the blight factors and characteristics found in the Property, to serve the needs of the City, to promote and achieve the goals of the Redevelopment Plan, and to produce increased tax revenues for the various taxing districts authorized to levy taxes on the Property; and the City, to stimulate and induce the development of the Property, has agreed to finance certain Redevelopment Project Costs from Incremental Taxes (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals.

The recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Development of the Project.

(a) The Developer has an opportunity to revitalize the area by renovating and repurposing an 8-story, 277,000 square foot blighted building. The redevelopment will convert the building to include 80 luxury loft style apartments, plus a gourmet restaurant with riverfront patio and other commercial spaces. The interior/exterior rehabilitation and renovation of the existing building to complete the Project shall represent an estimated Developer investment of $45,600,000.

(b) Prior to commencing construction, the Developer shall apply to the City for all necessary building permits for the improvements to be made by the Developer by submitting all plans and specifications required pursuant to the City Code of Ordinances ("City Code"). The Developer shall be responsible for all building permit fees. The City shall review the building permit application as provided in the City Code. The plans and specifications and all other required submissions shall also comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to the development of the Project (collectively, the "Legal Requirements").

(c) The proposed Project is currently permitted use and in compliance with the City zoning ordinance. Developer shall follow standard land use regulations process for the Project. In the event such regulations are amended in the future wherein the current use, setbacks and other features of the Project are no longer permitted, such features shall be considered "lawful non-

conforming" and allowed to continue as provided for by the City Zoning Ordinance.

(d) Except for the TIF funds and Forgivable Loan described herein, the development of the Subject Property shall be completed at the sole cost and expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing, conform to the approved plans and specifications. Subject to the terms and conditions of this Agreement, the City shall provide the Developer the principal sum of Four Million Dollars ($4,000,000) ("Forgivable Loan"), with no interest accruing thereon, from the City of Rockford Redevelopment Fund and through a TIF Advance.

(e) Project Completion. The Project shall be substantially completed on or before twenty-four (24) months following the closing of the capital stack of the Project, subject to reasonable Force Majeure delays. Such Project Completion date shall be subject to an automatic extension of up to nine months upon request to the City from Developer;

(f) In recognition of the contribution of Tax Increment to the Project, the Developer shall accept the property tax assessment for the Subject Property without protest for any year in which reimbursement is due and paid and during the life of the Madison and Oak Tax Increment Financing District until the Final Levy Date thereof.

(g) In recognition of the contribution of Forgivable Loan and Tax Increment to the Project, Developer agrees that the property shall not be used for:

(i) Adult uses, including but not limited to an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts;
(ii) Tattoo shops;
(iii) A massage parlor or any establishment purveying similar services;
(iv) Tobacco stores;
(v) Second Hand store, excluding national or regional brands (such as ReTool, Play It Again Sports, Plato's Closet, Gamestop, etc.);
(vi) Cash for Gold store;
(vii) Payday Loan store; and
(viii) Title Loan store.

(h) It is expressly understood between the City and the Developer that the Developer may utilize federal or state historic tax credits to finance the Project. The City will have no liability with respect to the Developer's use or compliance with the aforementioned programs, or funding gaps associated with not securing said funds, and sole risk belongs to the Developer.

(i) Prevailing Wage: The Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). Pursuant to the Act, contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus

fringe benefits) in the county where the work is performed.

(j) Certified Payroll: Pursuant to the Act, any contractor and any subcontractor who participates in the public works shall file with the State of Illinois certified payroll for those calendar months during which work on the public works project occurs. Certified payrolls shall be made available to the City upon reasonable request to monitor for compliance with the Act.

(k) Conditions Subsequent: Notwithstanding anything herein to the contrary, Developer's obligations hereunder to undertake and complete the Project are subject to the following conditions subsequent:

(i) Developer assembling and closing the capital stack necessary to complete the Project within twelve (12) months of execution of this agreement;

(ii) Developer's acquisition of the 99 East State street property;

Section 3. Forgivable Loan Details

(a) Subject to all terms and conditions of this Agreement, the City agrees to disburse the Forgivable Loan to Developer for Redevelopment Project Costs in three (3) disbursements as set forth in **Exhibit C** (the "Eligible Redevelopment Project Cost Schedule) which are approved by the City pursuant to Section 3(b). The aggregate Forgivable Loan funds pursuant to this Section 3 shall in no event exceed Four Million Dollars ($4,000,000), which amount shall be paid subject to the terms as set forth in Section 3(b).

(b) The City shall distribute to Developer Forgivable Loan funds in an amount not to exceed Four Million Dollars ($4,000,000) for eligible Redevelopment Project Costs identified in **Exhibit C** and in accordance with the following terms:

1. City and Developer agree that Two Million Six Hundred Thousand Dollars ($2,600,000) Forgivable Loan funds shall be disbursed to Developer at the closing and purchase of the Property. Disbursement shall be conditioned upon satisfaction of all pre-closing obligations of Developer and the fulfillment of all customary closing conditions, including but not limited to delivery of a clean, marketable, and insurable title to the Property. The Developer shall be eligible for an additional Forgivable Loan funds and a TIF advance in the amount of Seven Hundred Thousand Dollars ($700,000) upon closing of the Project's capital stack and documentation establishing Full Financing to complete the Project, which are acceptable to the City in the City's commercially reasonable judgment. "Full Financing" shall mean binding, commercially reasonable commitments sufficient to fund 100% of all hard and soft costs necessary to complete the Project, as reasonably determined by the City. The Developer shall be eligible for final Forgivable Loan funds in the amount of Seven Hundred Thousand Dollars ($700,000) (for a total Forgivable

Loan amount of $4,000,000, $1,000,000 of which is a TIF Advance) upon substantial completion of the Project, which shall be no later than twenty-four (24) months after the closing of the capital stack for the Project or such later date as extended per provision earlier herein. The City shall disburse the funds to the Developer within thirty (30) days of each milestone approved by the City, except that the first payment shall be disbursed at closing of the Property.

2. Developer's Capital Stack. Developer shall provide City documentation establishing full financing to complete the Project, which are acceptable to the City in the City's commercially reasonable judgment, within twelve (12) months of execution of this Agreement. Failure of Developer to provide such documentation within twelve (12) months shall constitute default under Section 17 of this Agreement.

3. The City shall forgive up to Three Million Dollars ($3,000,000) of the Forgivable Loan in accordance with the Promissory Note ("the Note"). The City shall forgive the Forgivable Loan in ten (10) equal annual installments (i.e. $300,000 each, if the full Forgivable Loan was disbursed) with the first installment to be forgiven on the one (1) year anniversary of the disbursement of the final portion of the Forgivable Loan for the Project, and each subsequent installment to occur on the yearly anniversary of such date ("Forgiveness Period"). Forgiveness shall be conditioned upon 75% residential occupancy of the Subject Property in the prior year and operation of a full service restaurant, except for the first year. Upon documentation from Developer demonstrating at least 75% residential occupancy and operation of a full service restaurant of Subject Property for the prior year (except for the first year) the City shall forgive the Forgivable Loan at the rate outlined above.

   Annual loan forgiveness shall also be conditioned on all property taxes being current on the Subject Property. Developer shall submit evidence acceptable to the City that property taxes for the Subject Property are not delinquent and that there are no amounts due and owing to be eligible for annual loan forgiveness.

4. Security. The Forgivable Loan shall be secured by the Note and Mortgage in the form attached hereto as **Exhibit D and E** to this Agreement. The Note provides for the terms of payment of the Forgivable Loan.

5. Priority of Interests

   Notwithstanding anything to the contrary contained in this Agreement, the City shall not subordinate, and shall have no obligation to subordinate any right, interest, lien, security interest, deed of trust, mortgage, covenant, or other encumbrance granted to or held by the City in connection with the Project to any lender, investor, or other third party for the first disbursement of the forgivable loan in the amount of $2,600,000 until such time that full financing is secured for the project. As part of the closing of the capital stack for full financing for the Project, City shall subordinate the City's

Mortgage, rights, liens, and security interests to the primary Redevelopment Project lender(s) interest(s) using a commercially reasonable form. Unless permitted by written agreement of the City and Developer, Developer shall not allow or cause the Property to be encumbered by any lien, mortgage, or other encumbrance until such time that the capital stack is closed.

6. City's obligations herein are subject to Developer's satisfaction of all conditions precedent set forth in Section 5.

Section 4. City's TIF Reimbursement Payments to Developer.

(a) As long as no event described in Section 17 of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for the Redevelopment Project Costs incurred by the Developer set forth in **Exhibit C**, which are approved by the City pursuant to **Section 4(c)**. The City agrees to provide the Developer with one hundred percent (100%), of the Increment generated by only the Project, except for City's recapture of $1,000,000, as allowed under Section 4 (c), which will commence annually on the year after completion of the Project and for the remaining term of the Madison and Oak TIF, ending on Dec. 31, 2049, or until such earlier time as $1,000,000 has been repaid.

(b) Subject to the terms and conditions of this Agreement, the TIF funding provided by the City, as described herein, shall be disbursed by City to Developer upon Developer's satisfaction of all conditions precedent in Section 5, including but not limited to submittal of proof of Redevelopment Project Costs under the TIF Act. These Redevelopment Project Costs shall include those expenses described on **Exhibit C** and shall include, but not be limited to, land acquisition, demolition, site preparation, rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, landscaping, parking lot construction, utility relocation, architectural and engineering costs, thirty percent (30%) of the interest, based on a commercially reasonable amortization schedule, on a loan secured to pay for the construction of the Project and legal fees. Developer shall provide documentation that the property taxes for the Project have been paid in full and are current. Developer shall submit to the City a written request for reimbursement of the TIF increment along with the documentation of the property tax payment by October 1st of each year.

(c) Developer acknowledges and agrees that City shall be entitled to recoup a portion of the tax increment generated by the Project. Beginning in the first full tax year following Project completion, and continuing annually thereafter, City shall withhold and retain the first Fifty Thousand Dollars ($50,000) per year from the tax increment attributable to the Project, not to exceed One Million Dollars ($1,000,000). In no event shall City be entitled to withhold more than One Million Dollars ($1,000,000) in aggregate.

(d) In connection with the payments set forth in Section 4(b), the Developer shall provide such evidence as the City shall reasonably request to establish that the Developer has incurred the costs for the work identified in **Exhibit C**. Such evidence shall include but not be limited to bills, paid receipts, contracts, invoices, lien waivers or other similar evidence. All bills and receipts shall

contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced / paid. Developer shall further submit a release of claims and waiver from the service providers.

(e) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement.

(f) Notwithstanding anything to the contrary contained herein, Developer shall have the right to designate a different entity to whom payments hereunder shall be made, in whole or part. Developer's initial designated entity is Rockford News Tower LLC.

(g) **THE CITY'S OBLIGATION TO PAY THE DEVELOPER THE INCREMENT UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND OF THE CITY CREATED WITH RESPECT TO THE PROJECT AS DEFINED IN THE RECITALS ABOVE, (THE "STAF") AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY**. As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the project in the Redevelopment Project Area and improvements therein which is attributable to the increase in the equalized assessed value of the Redevelopment Project Area from the Project and its improvements over the initial equalized assessed value of the Project in the Redevelopment Project Area, as calculated in accordance with the TIF Act.

Section 5. Conditions Precedent to City's Obligations. The City's obligations to disburse any funds under this Agreement (including loan funds and reimbursement for Redevelopment Project Costs) are contingent upon Developer's satisfaction of each of the conditions precedent set forth below. City's waiver of any condition precedent prior to any disbursement shall not constitute waiver of any condition precedent required for subsequent disbursements.

(a) Execution of the Mortgage and Promissory Note in form and content satisfactory to the City, including a guaranty from Justin Fern sufficient to cover One Million Three Hundred Thousand Dollars ($1,300,000) ("Guaranty");

a. Failure of Developer to obtain Full Financing within 12 months of execution shall constitute an event of Default under this Agreement and under the Guaranty, without the necessity of notice or cure, unless expressly extended in writing by the City.

b. Upon occurrence of an event of Default under this subsection, City may declare the Guaranty immediately due and payable, foreclose upon the Mortgage and any other collateral securing the Promissory Note, and recover all amounts secured by the Mortgage, Promissory Note, and Guaranty, including costs, damages, and administrative expenses incurred by the City.

(b) Articles of Organization and Operating Agreement;

(c) Illinois Secretary of State Certificate of Good Standing or current printout from Secretary of State database reflecting that Developer is in good standing;

(d) Resolution by members of Developer duly authorizing the Developer to enter into and execute this Agreement;

(e) An opinion of Developer's counsel, in the form and substance satisfactory to the City and its counsel, affirming that (a) Developer is duly organized and validly existing under the laws of the State of Illinois with the power and authority to own, develop and lease the Property, as applicable, (b) the execution, delivery and performance of this Agreement and the other Loan Documents constitute a valid and binding obligation of Developer, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium or similar laws affecting creditors' rights and to equitable principles, (c) to the best of counsel's knowledge, which may be based solely on a certificate of Developer and such counsel's actual knowledge, the execution, delivery and performance of the Developer agreements do not breach or result in a default under any judgment, order or agreement applicable to Developer, and (d) to the best of counsel's actual knowledge, there is no litigation or proceeding pending or threatened against Developer;

(f) [Intentionally omitted];

(g) An opinion letter from Justin Fern's counsel in the form and substance satisfactory to the City and its counsel, affirming that (a) to the best of counsel's knowledge, which may be based solely on a certificate of Justin Fern and such counsel's actual knowledge, the execution, delivery and performance of this Agreement does not breach or result in a default under any judgment, order or agreement applicable to Justin Fern and (b) to the best of counsel's actual knowledge there is no litigation or proceeding pending or threatened against Justin Fern except as disclosed to the City via such opinion letter;

(h) Execution and delivery by Developer and other parties, as applicable, of, and full compliance with, all of the Loan Documents, and any other documents referred to herein, in form and content satisfactory to the City;

(i) The absence of any legal proceedings (including foreclosure or bankruptcy proceedings) regarding the Subject Property;

(j) Evidence satisfactory to the City that all insurance coverages are provided in accordance with the provisions of this Agreement;

(k) Evidence that all representations and warranties of Developer are true and correct in all respects as of the date of the making of the disbursement and that no default or event of default shall be in existence on the date of making the disbursement;

(l) Evidence that there shall have been no material adverse change in the financial or business condition or operations of Developer from the date of this Agreement;

(m) Full performance of all of Developer's obligations under this Agreement and the Loan Documents due on or before the date of disbursement;

(n) [Intentionally omitted];

(o) Presentation of evidence of payment satisfaction, release, and release from all contractors or service providers that performed work for which Developer is requesting reimbursement in a form satisfactory to the City;

(p) Developer providing the City with reasonable evidence of sufficient financing for the Project.

(q) Such other documents as reasonably required by the City to evidence the transactions provided for herein.

(r) Property taxes are paid in full.

Section 6. Insurance.

Developer directly or through its affiliated entity(ies) shall obtain and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, comprehensive property coverage insurance and other insurance coverage as may be required by the City. All insurance policies shall name the City as an additional insured or certificate holder. All insurance required hereunder shall be with a company or companies licensed to conduct business in the State of Illinois.

From and after the date of closing of the Property to Developer and continuing through the closing of the Developer's full financing for the Project, Developer, directly or through its affiliated entity(ies), shall, at its sole cost and expense, maintain property insurance coverage with limits of not less than Two Million Six Hundred Thousand Dollars ($2,600,000) per occurrence and in the aggregate, and commercial general liability insurance covering bodily injury, personal injury and property damage with limits of not less than One Million Dollars ($1,000,000) per occurrence and in the aggregate.

Section 7. Term.

Unless earlier terminated pursuant to Section 19 hereof, the term of this Agreement shall commence on the date of execution and end upon the satisfaction of the parties' obligations under this Agreement. The parties agree that the covenant prohibiting the protest of assessed valuation of the property set forth in Section 2(f) above, shall survive the agreement and shall bind the Developer's heirs, successors, assigns and legatees.

Section 8. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

Section 9. No Discrimination.

The Developer for itself and its successors and assigns agrees that, in the development of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race**,** creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause. Notwithstanding the foregoing, the Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

Section 10. Waiver.

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

Section 11. Assignment.

This Agreement may not be transferred or assigned by the Developer without the prior written consent of the City. Any such consideration or consent to a transfer or assignment shall be at the sole discretion of the City. No such assignment shall be deemed to release the Developer of its obligation to the City unless the City specifically consents to such release, which it is under no obligation to do.

Section 12. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 13. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the fifth (5th) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Justin Fern
c/o Rockford News Tower LLC
134 N. 1st Street
Rockford, IL 61107

To the City:

City of Rockford
Attention: Community and Economic Development Director
425 E. State Street
Rockford, IL 61104

With a copy to:

ATTN: Jeff Orduno
PO Box 4744
Rockford, IL 61110

With a copy to:

City of Rockford
Legal Director
425 E. State Street
Rockford, IL 61104

Section 14. Successors and Assigns.

The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

Section 15. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 16. Memorandum.

Either party, at its sole expense, may record this Agreement in the Office of the Recorder of Deeds, Winnebago County, Illinois.

Section 17. Default. The occurrence of any of the following acts, events, or conditions shall constitute a default under this Agreement, and following the notice and right to cure as expressly

provided in this Agreement, shall, if uncured as provided below, constitute an event of default ("Event of Default") hereunder and under the other Loan Documents:

(a) failure to achieve substantial completion of the Project within 24 months of closing of the Project's capital stack or such later date provided for by extension as set forth earlier herein;

(b) failure to secure full financing for the Project and complete the financial closing for the Project within 12 months from the execution of the agreement;

(c) any breach of or failure to comply with any term or condition of this Agreement or the Loan Documents;

(d) any transfer or assignment in violation of Section 11 hereof;

(e) any filing by Developer, or on behalf of Developer, of a petition in bankruptcy or for an arrangement, reorganization, or any other form of debtor relief, or the filing of such petition against Developer;

(f) the entry of a decree or order for the appointment of a trustee, receiver or liquidator for Developer, or Developer's property which is not discharged within thirty (30) days;

(g) Developer commencing any proceeding for dissolution or liquidation, or, if not discharged within thirty (30) days, the commencement of such proceeding against Developer;

(h) Developer making an assignment of all, or substantially all, of its assets for the benefit of its creditors, or admitting in writing its inability to pay its debts generally as they become due;

(i) Developer failing to satisfy and pay any final judgment, order or decree for the payment of money rendered against it, or the filing against Developer of an attachment, execution or other judicial seizure of any portion of Developer's assets; or

(j) Developer making any written representation to the City which is materially false or misleading when made.

(k) failure to pay property tax in full.

Developer agrees to give the City prompt written notice of any Event of Default.

The City's declaration of an Event of Default hereunder shall be made by notice to Developer pursuant to Section 13 of this Agreement and shall be effective as provided therein.

Section 18. Notice and Cure. The City shall give Developer written notice of any alleged default, in accordance with the provisions of this Agreement, and Developer shall have the following periods to cure such default:

(a) as to any default under Section 17(b), or any default which materially, adversely and exigently affects or impairs any of the City's rights under the Loan Documents, there shall be no cure period;

(b) as to any act or occurrence constituting a default under Sections 17(d), 17(e), or 17(f), except as provided in Section 18(a) above, the cure period shall be ten (10) days; provided, however, that if such cure cannot be completed within such ten (10) day period through the exercise of diligence, Developer shall commence the required cure within such ten (10) day period and thereafter continue the cure with diligence and complete the cure within sixty (60) days following Developer's receipt of the notice; and

(c) as to any act or occurrence constituting a default under other paragraphs of Section 17 where no specific cure period is set forth, and except as provided in Section 18(a) or (b) above, the cure period shall be thirty (30) days; provided, however, that if such cure cannot be completed within such thirty (30) day period through the exercise of diligence, Developer shall commence the required cure within such thirty (30) day period and thereafter continue the cure with diligence and complete the cure within sixty (60) days following Developer's receipt of the notice.

Section 19. Rights Upon Default.

(a) If any Event of Default shall occur, the City may declare all amounts owed under the Loan Documents immediately due and payable, including all disbursed Forgivable Loan funds, without further demand or notice, and/or exercise its rights and remedies under the Loan Documents and applicable law.

(b) The City's failure to enforce any default shall not constitute a waiver of the default or any subsequent default.

(c) In addition to any other rights or remedies, the City may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the City shall institute legal action against the Developer because of a default of this Agreement, the City shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(d) The rights and remedies of the City are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the Developer.

(e) If the City is in default of this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of

any rights or remedies it may have as a result of such default or breach. In addition to any other rights or remedies, the Developer may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the Developer shall institute legal action against the City because of a default of this Agreement, the Developer shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 20. Books and Records. The City, or its authorized representative, shall have reasonable access upon ten (10) business days' prior written notice, to the books and records of Developer related to the Project, to conduct a confirmatory examination of such books and records. Said examination shall be at the City's expense unless Developer's statements are found to contain significant errors, in which case the confirmatory examination will be at Developer's expense.

Section 21. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 22. Signs.

The City may erect a sign of reasonable size and style in a conspicuous location on the Subject Property during the development of the Project indicating that the City provided tax increment financing to assist the Project.

Section 23. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 24. Time is of the Essence.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which

period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 25. Choice of Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Winnebago County, Illinois.

Section 26. Cooperation and Further Assurances.

The parties covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts as may be reasonably required to carry out the terms, provisions and the intent of this Agreement. The City agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary governmental approvals for the Project. The City shall further promptly process and consider reasonable requests of the Developer for relief or variances from any City ordinances, applicable building permits, or other permits necessary for the construction of the Project.

Section 27. Repealer.

To the extent that any ordinance, resolution, rule, order or provision of the Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rockford, Illinois.

[SIGNATURE PAGE FOLLOWS]

Rockford News Tower LLC

By: _____
Justin J. Fern, Its Manager

CITY OF ROCKFORD, ILLINOIS
A Municipal Corporation

By: _____
Mayor

ATTEST:

_____
City Legal Director

EXHIBIT A

Project Narrative

Developer's project will redevelop the property to include 80 luxury loft apartments - (62) 1-Bedroom, (7) 2-Bedroom, and (11) Studio. The 2005 press-room addition will become The State Street Retail Emporium with 12 storefronts. The project will also include an upscale restaurant with a riverfront patio, plus tenant amenities such as Jack's Gym and Nibs Lounge.

Developer proposes specific costs of approximately $45.6 million as provided.

EXHIBIT B

Legal Description of Property

EXHIBIT C

Redevelopment Project Cost Schedule

The Land is described as follows:

PARCEL 1:
LOTS 1, 2, 3, 4, 5, 6 AND 7, TOGETHER WITH THE VACATED ALLEY ABUTTING SAID LOTS AS DESIGNATED UPON THE PLAT OF FIFIELD'S SUBDIVISION OF LOT 1 IN BLOCK "D" IN EAST ROCKFORD AND OF THE TRACT BETWEEN SAID LOT AND STATE STREET, THE PLAT OF WHICH SUBDIVISION IS RECORDED IN BOOK 51 OF DEEDS ON PAGE 134 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS.
ALSO: LOTS 2, 3, 4 AND 5 IN BLOCK "D" AS DESIGNATED UPON THE MAP OF THE PLAT OF THE TOWN (NOW CITY) OF ROCKFORD, ON THE EAST SIDE OF ROCK RIVER, THE PLAT OF WHICH IS RECORDED IN BOOK "D" OF DEEDS ON PAGES 340 AND 341 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, AND THAT PART OF VACATED WALNUT STREET DESCRIBED AS FOLLOWS: PART OF THE TRACT OF LAND BETWEEN BLOCKS "D" AND "E" AS SHOWN UPON THE MAP OF THAT PART OF THE TOWN (NOW CITY) OF ROCKFORD ON THE EAST SIDE OF ROCK RIVER, AS AFORESAID, BOUNDED AS FOLLOWS, TO--WIT: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF WALNUT STREET WITH THE WESTERLY LINE OF SOUTH WATER STREET AS SHOWN UPON SAID PLAT; THENCE NORTHWESTERLY, ALONG THE SOUTHERLY LINE OF LOT 5 IN SAID BLOCK "D", 155 FEET, MORE OR LESS, TO ROCK RIVER; THENCE SOUTHERLY, ALONG SAID RIVER, 66.5 FEET, MORE OR LESS, TO A POINT 66 FEET DISTANT FROM SAID SOUTHERLY LINE OF SAID LOT 5, AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY, PARALLEL WITH THE FIRST DESCRIBED COURSE, 25 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF WALNUT STREET AS SHOWN ON SAID PLAT; THENCE EAST, 163 DEGREES AND 41.5 MINUTES WITH THE PRECEDING COURSE, 142.51 FEET A POINT ON THE WESTERLY LINE OF WATER STREET AS SHOWN UPON SAID PLAT PROJECTED SOUTHERLY; THENCE NORTHERLY, ALONG SAID LAST MENTIONED LINE, 25 FEET TO THE PLACE OF BEGINNING: ALL SITUATED IN THE CITY OF ROCKFORD, COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

PARCEL 2:
PART OF LOT 10 IN BLOCK 8 AS DESIGNATED UPON THE MAP OF THE PART OF THE TOWN (NOW CITY) OF ROCKFORD, ON THE EAST SIDE OF ROCK RIVER, THE PLAT OF WHICH IS RECORDED IN BOOK "D" OF DEEDS ON PAGES 340 AND 341 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS, AND A PART OF STATE STREET AS SHOWN UPON SAID PLAT, ALL BOUNDED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID LOT AND SAID LINE PRODUCED, 103 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF STATE STREET AS NOW LAID OUT; THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF STATE STREET AS NOW LAID OUT, 92.53 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF PREMISES CONVEYED BY E.L. HERRICK AND WIFE TO THE CHICAGO & NORTHWESTERN RAIL WAY COMPANY BY DEED RECORDED IN BOOK 68 OF DEEDS, PAGE 200 IN SAID RECORDER'S OFFICE; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF SAID PREMISES SO CONVEYED TO SAID RAILWAY COMPANY, 91 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT 10; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE, TO THE PLACE OF BEGINNING; SITUATED IN THE CITY OF ROCKFORD, COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

PARCEL 3:
LOTS 6, 7, 8 AND 9 IN BLOCK 8 AS DESIGNATED UPON THE MAP OF THE PLAT OF THE TOWN (NOW CITY) OF ROCKFORD, ON THE EAST SIDE OF ROCK RIVER, THE PLAT OF WHICH IS RECORDED IN BOOK "D" OF DEEDS ON PAGES 340 AND 341 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS. EXCEPTING THE EAST 20 FEET OF SAID LOTS; SITUATED IN THE CITY OF ROCKFORD, COUNTY OF WINNEBAGO COUNTY AND STATE OF ILLINOIS.

AND ALSO AS TO PARCELS 1,2 & 3:
THAT PART OF WATER STREET AS DESIGNATED UPON THE MAP OF THAT PART OF THE TOWN (NOW CITY) OF ROCKFORD, ON THE EAST SIDE OF THE ROCK RIVER, THE PLAT OF WHICH IS RECORDED IN BOOK "D" OF

DEEDS ON PAGES 340 AND 341 IN THE RECORDERS OFFICE OF WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 AS DESIGNATED UPON THE PLAT OF FIFIELDS SUBDIVISION, AFORESAID RECORDED IN BOOK 51 OF DEEDS ON PAGE 134 IN SAID RECORDERS OFFICE, SAID POINT ALSO BEING IN THE SOUTHERLY LINE OF EAST STATE STREET (AS LAID OUT); THENCE SOUTH 47 DEGREES 52 MINUTES 30 SECONDS EAST, ON THE SOUTHERLY LINE OF SAID EAST STATE STREET (AS LAID OUT), A DISTANCE OF 66.50 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK 8 AS DESIGNATED UPON SAID MAP OF THAT PART OF THE TOWN (NOW CITY) OF ROCKFORD, ON THE EAST SIDE OF THE ROCK RIVER; THENCE SOUTH 35 DEGREES 06 MINUTES 48 SECONDS WEST, ON THE NORTHERLY EXTENSION OF THE WEST LINE AND THE WEST LINE OF SAID BLOCK 8, A DISTANCE OF 370.25 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8, SAID POINT ALSO BEING IN THE NORTHERLY LINE OF WALNUT STREET; THENCE NORTH 76 DEGREES, 29 MINUTES, 24 SECONDS WEST, ON THE NORTHERLY LINE OF SAID WALNUT STREET, A DISTANCE OF 70.99 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK "D"; THENCE NORTH 35 DEGREES 06 MINUTES 48 SECONDS EAST, ON THE SOUTHERLY EXTENSION OF THE EAST LINE AND THE EAST LINE OF SAID BLOCK "D", A DISTANCE OF 404.50 FEET TO THE POINT OF BEGINNING, AS DESCRIBED BY ROADWAY AND EASEMENT DEDICATION RECORDED AS DOCUMENT NO. 0614958 IN SAID RECORDER'S OFFICE; SITUATED IN THE CITY OF ROCKFORD, COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

FOR INFORMATION ONLY:

CKA: 99 E. STATE ST., ROCKFORD, IL 61104
PINS: 11-23-358-002, 11-23-378-003 AND 11-23-378-004

EXHIBIT C
Eligible Redevelopment Project Cost Schedule

For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement, including:

- **Land acquisition.**
- **Demolition.**
- **Site preparation.**
- **Rehabilitation, reconstruction or repair or remodeling of existing public or private buildings.**
- **Landscaping, parking lot construction, utility relocation.**
- **Architectural and engineering costs.**
- **Thirty percent (30%) of the interest, based on a commercially reasonable amortization schedule, on a loan secured to pay for the construction of the Project.**
- **Legal fees**

LIMITED GUARANTY

The undersigned, Justin Fern whose address is 134 N 1st St., Rockford, Illinois 61107 (hereinafter referred to as "Guarantor"), acknowledge the following:

A. Reference is made to a certain loan to be made by the **City of Rockford, an Illinois municipal corporation** whose address is 425 East State Street, Rockford, Illinois 61104 (hereinafter referred to as "Lender") in the principal amount of Four Million Dollars ($4,000,000) (hereinafter referred to as the "Loan") to Rockford News Tower LLC (hereinafter referred to as "Borrower"). Such Loan to Borrower is evidenced by a Promissory Note dated of even date, executed by Borrower and payable to the order of Lender in the principal sum of Four Million Dollars ($4,000,000) (hereinafter referred to as the "Note"). Such Note is secured by security instruments defined in the Loan Agreement executed by the Borrower (all of which are collectively referred to as the "Loan Documents").

B. The undersigned has received copies of the Note, and the other Loan Documents and know the contents thereof and consent to and approve of all of the terms thereof for purposes of this Guaranty and their liability hereunder.

NOW, THEREFORE, in consideration of, and as an inducement to Lender to enter into the above described loan transaction, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. The undersigned unconditionally guarantees to the holder of the Note, or of any interest therein (i) the full and prompt payment of the principal of the Note, when and as the same become due from time to time and at all times thereafter, whether by lapse of time, acceleration, or otherwise, and the prompt payment of any and all liabilities, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, which may now be or may hereafter become due and owing under the terms of the Note or any of the other Loan Documents, (ii) the full and prompt performance of all of the other terms, covenants and conditions of the other Loan Documents therein to be performed; and (iii) the full and prompt payment of all expenses, costs and fees, including attorneys' fees and court costs, which may be incurred by the Lender in enforcing any of the terms or provisions of this Guaranty (all of which guaranteed obligations are hereinafter collectively referred to as the "Liabilities"). Notwithstanding anything herein to the contrary, Guarantor's obligation hereunder is limited to the principal amount of One Million Three Hundred Thousand Dollars ($1,300,000) of the initial Two Million Six Hundred Thousand Dollars ($2,600,000) disbursed by the City to or on behalf of Developer under the Development Agreement. Once the first $1,300,000 of the Forgivable Loan has been forgiven by the City and/or repaid by the TIF Advance Repayment (as defined in the Note), City shall release Guarantor from any further obligation hereunder.

2. The undersigned agrees that if any event of default shall occur under the Note or any of the other Loan Documents and such default shall not be cured within any grace period applicable thereto, the undersigned will pay to the Lender forthwith the full amount which would be payable hereunder by Borrower if all Liabilities were then due and payable.

3. This Guaranty shall in all respects be a continuing absolute and unconditional guaranty of payment and not of collection, and shall remain in full force and effect until all indebtedness and other obligations of any kind arising under the Note and the other Loan Documents shall have been paid and satisfied in full to the Lender and the Mortgage, if any, shall have been released of record in its entirety, except to the extent limited in paragraph 1, above.

4. The undersigned further agrees that if at any time all or any part of any payment theretofore applied by the Lender to any of the Liabilities is or must be rescinded or returned by the Lender for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of Borrower), such Liabilities shall, for the purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Lender, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by the Lender had not been made.

6. The undersigned further agrees that his liability as Guarantor shall in no way be impaired, affected, diminished or released by any renewals or extensions which may be made from time to time, with or without their knowledge and consent, of the time of payment of any portion of the principal of or interest on the Note, or by any forbearance or delay in enforcing the payment thereof, or in enforcing the lien of any of the Loan Documents, or by any failure or neglect or refusal to enforce any of the Loan Documents or to realize upon any other security which may have been given or may hereafter be given for the indebtedness evidenced by the Note, or by any waiver by the Lender or failure to exercise, any right or remedy under the Note or any of the other Loan Documents, or by reason of any change or modification of any of such instruments or agreements, or by the acceptance by the Lender of additional security or any increase, substitution or changes in any security, or by the release by the Lender of any security or any withdrawal thereof or decrease therein, or by any other act or failure to act by the Lender, it being the intent hereof that the undersigned shall remain liable as principal until all of the Liabilities have been paid in full and the other terms, covenants and conditions of the Loan Documents and this Guaranty have been performed, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety, and in any action which shall accrue to the holder thereof, at its election, may proceed against the undersigned, with or without: (a) joining the maker of the Note in any such action; (b) commencing any action against or obtaining any judgment against such maker; or (c) commencing any proceeding to foreclose any Security Agreement or obtaining any judgement or decree or foreclosure sale therein. Nevertheless, in the event of the foreclosure of any Security Agreement and of the deficiency, the undersigned hereby further promises and agrees forthwith to pay the amount of such deficiency.

7. Any amounts received by the Lender from whatsoever source on account of the Liabilities may be applied by the Lender toward the payment of such of the Liabilities, and in such order of application, as the Lender may from time to time elect; and notwithstanding any payments made by or for the account of the undersigned pursuant to this Guaranty, the undersigned shall not be subrogated to any rights of the Lender until such time as this Guaranty shall have been discontinued as to all of the undersigned and the Lender shall have received payment of the full amount of all Liabilities and of all obligations of the undersigned hereunder.

8. The undersigned hereby expressly waives: (a) notice of the acceptance by the Lender of this Guaranty; (b) notice of the existence or creation or nonpayment of all or any of the Liabilities; (c) presentment for payment, demand for payment, notice of nonpayment or dishonor, notice of protest, and all other notices whatsoever; (d) all diligence in collection or protection of or realization upon the Liabilities or any obligation of any other party under the Loan Documents or any security for or guaranty of any of the foregoing; and (e) any and all other formalities which otherwise might be legally required to charge the undersigned with liability.

9. Without limiting the generality of any of the preceding provisions of this Guaranty, the creation or existence from time to time of indebtedness owed by Borrower to Lender in excess of the advances and disbursements to be made under the Loan Agreement which is authorized or consented to by the undersigned shall in no way affect or impair the obligations of the undersigned under this Guaranty, and any such additional indebtedness shall be covered by this Guaranty.

10. The Lender may, at any time or from time to time, without notice to, or the knowledge or consent of, the undersigned, assign or transfer any or all of the Liabilities or any interest therein; and notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Liabilities shall be and remain Liabilities for the purposes of this Guaranty, and each and every immediate and successive assignee or transferee of any of the Liabilities or any interest therein shall, to the extent of the interest of such assignee or transferee in the Liabilities, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were the Lender; provided, however, that, unless the Lender shall otherwise consent in writing, the Lender shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Guaranty for the benefit of the Lender, as to those of the Liabilities which the Lender has not assigned or transferred.

11. The undersigned hereby agree that any and all present or future liabilities, obligations or indebtedness of Borrower to the undersigned, howsoever created or evidenced, whether direct or indirect, whether absolute or contingent, whether heretofore or hereafter contracted, created or arising, and whether or not presently contemplated, and any and all security therefor (hereinafter referred to as the "Subordinated Obligations") are hereby subordinated to the lien of the Loan Documents and to all advances heretofore and hereafter made to Borrower by the Lender, whether such advances are obligatory or not, and regardless of whether the aforesaid shall exceed the principal amount of the Note, and to any and all liabilities, obligations or indebtedness of Borrower to the Lender, howsoever created or evidenced, whether direct or indirect, whether absolute or contingent, whether heretofore or hereafter contracted, created or arising, and whether or not presently contemplated, and any and all security therefor (hereinafter referred to as the "Senior Debt"). If Borrower is in default of the Liabilities, the undersigned agrees that he shall not, without the prior written consent of the Lender, demand, accept or receive from Borrower any payment on account of the Subordinated Obligations until the Senior Debt has been paid in full. Furthermore, in the event of any distribution, division, payment or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower, occurring by reason of the liquidation, dissolution, or other winding up of Borrower, resulting from any execution sale, receivership, insolvency or bankruptcy proceedings, or assignment for the benefit of creditors, or proceedings for reorganization, or readjustment of Borrower, the entire Senior Debt shall first be paid in full before any payment distribution or division is made to the undersigned, and any payment, distribution or division of any kind, in cash, properties, or securities which might otherwise be payable or deliverable on or in respect of the Subordinated Obligations by reason of any such liquidation, dissolution, or winding up of Borrower, except those payments, distributions and divisions consented to by the Lender, shall be paid or delivered directly to the Lender for application in payment of the Senior Debt until the same has been paid in full.

12. No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Guaranty be binding upon the Lender except as expressly set forth in a writing duly signed and delivered on behalf of the Lender. No action of the Lender permitted hereunder shall in any way affect or impair the rights of the Lender or the obligations of the undersigned under this Guaranty. For the purposes of this Guaranty, Liabilities shall include all obligations of the Borrower to the Lender, notwithstanding any right or power of the Borrower or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the undersigned hereunder.

13. This Guaranty shall be binding upon the undersigned, and his respective successors and assigns.

14. This Guaranty shall be construed in accordance with and governed by the internal laws of the State of Illinois, without reference to the choice of law rules of the State of Illinois. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SIGNED AND DELIVERED as of this ___ day of _____, 2026.

GUARANTOR:

_____
Justin Fern

Address:
134 N 1 st St.
Rockford, IL 61107

Prepared By:

City of Rockford
Legal Department
425 E. State Street
Rockford, IL 61104

Return To:

City of Rockford
Community & Economic Development Dept.
425 E. State Street – 2nd floor
Rockford, IL 61104

MORTGAGE

This Mortgage made as of the _____ day of _____, 2026 between Rockford News Tower LLC, an Illinois Limited Liability Company, (hereinafter called, and if more than one party and severally hereinafter called "Mortgagor"), whose address is 134 N. 1st Street, Rockford, IL 61107 and the City of Rockford, a Municipal Corporation (hereinafter called "Mortgagee"), acting by and through the Department of Community & Economic Development having an office at 425 E. State Street, Rockford, Winnebago County and State of Illinois.

WITNESSETH, that to secure the payment of a forgivable loan in the principal amount not to exceed Four Million and 00/100 Dollars ($4,000,000) which shall be payable in accordance with a certain note bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A" is made a part hereof, and all other indebtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Mortgagee:

The following described property situated in Winnebago County, Illinois.

SEE ATTACHED LEGAL DESCRIPTION

Property Codes:

11-23-358-002, 11-23-378-003, and 11-23-378-004
Commonly Known As: 99 East Street, Rockford, Illinois 61104

TOGETHER, with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operations of any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purpose for which they were or are to be erected or installed, including, but not limited to all heating, plumbing, bathroom, lighting, cooking,

laundry, ventilating, refrigerating, incinerating and air-conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

TOGETHER, with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and quittances therefore, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER, with all right, title and interest of the Mortgage in and to the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "mortgaged property").

TO HAVE AND TO HOLD, the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND, the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal on the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor will pay when due, all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure monies advanced, or to be advanced, by the Mortgagee as or on account of a forgivable loan evidenced by the Note, for the purpose of making improvements described or referred to in the Development Agreement, to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereafter collectively called "Improvements." The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lockouts, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection, the Mortgagee after due notice to the Mortgagor is hereby authorized (a) to enter upon the mortgaged property and imply any watchmen to protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee as provided in this paragraph, all of which amounts so paid by the Mortgagee, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage.

4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the Improvements required to be made pursuant to Paragraph 3 hereof, nor will the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements to federal, State and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above or as provided for in paragraph 22, below, and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the Improvements.

6. (a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates, thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee.

The Mortgagor will pay promptly when due as hereinafter provided, and any and all premiums on such insurance, and in every case in which payment is not made from the deposits therefore required by this Mortgage, promptly, submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the mortgaged property, the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment hereunder for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds or any part thereof is received by the Mortgagee may be applied by the

Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such title and interest which shall be made by the Mortgagor. Notwithstanding anything to the contrary contained herein or in the loan documents, in the event of any fire or other casualty to the mortgaged property or eminent domain proceedings resulting in condemnation of the mortgaged property, or any part thereof, Mortgagor shall have the right to rebuild the mortgaged property, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the mortgaged property in a manner that provides adequate security to Mortgagee for repayment of the loan, or if such proceeds are insufficient then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no continuing material default then exists by Mortgagor under the loan documents. If the casualty or condemnation affects only part of the mortgaged property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to Mortgagor for repayment of the remaining balance of the loan.

7. The improvements and all plans and specifications therefore shall comply with all applicable municipal ordinances, regulations and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.

8. Upon failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee, (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of six percent (6%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage, with respect to any such amount and the interest thereon, shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day upon the giving of 48 hours' written notice. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon, the mortgaged property, and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefore, as the Mortgagee may in its sole discretion deem necessary.

10. The principal amount owing on the Note thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor pursuant to and secured or intended to be secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the

provisions of any State insolvency law, or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events (in each instance after the expiration of any applicable notice and cure period):

(a) Failure to pay the amount of taxes and insurance, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;

(b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness (expiration of a 30-day cure period after notice of default has been provided to Mortgagor, which cure period may be extended as long as the cure was initiated within such 30-day period and is being diligently pursued);

(c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage;

(d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor;

(e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee (other than residential or commercial leases in the ordinary course of business, other than the disposal and replacement of personal property and fixtures in the ordinary course of business, and other than otherwise permitted in the Development Agreement);

~~(f)~~ The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Mortgage called "events of default."

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Notwithstanding anything to the contrary contained herein or in the loan documents, Mortgagor's members shall have the right, but not the obligation, to cure any default by Mortgagor under the loan documents, and Mortgagee agrees to accept any such cure tendered by Mortgagor's members within any applicable grace period or cure period available to Mortgagor.

11. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee; and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

12. (a) After the happening of any default hereunder, the Mortgagor shall demand of the Mortgagee to surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such

property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver.

13. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right without regard to the value of the mortgaged property, or the solvency or insolvency or the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

14. The Mortgagor, within ten (10) business days upon request in person or within twenty (20) business days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

15. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

16. Notice and demand or request may be made in writing and may be served in person or by mail. Notices to Mortgagor will be provided to the addresses set forth in the Development Agreement.

17. In case of a foreclosure sale of the mortgaged property, it may be sold in one parcel.

18. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee (other than any assignment of rents associated with the permitted liens referred to in Section 5 above).

19. The Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

20. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the Mortgaged property; and shall be binding upon and inure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation, or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

21. This Mortgage may be assumable, if a determination is made by the Department of Community and Economic Development that the Mortgagor is unable to fulfill the obligations of this agreement. The Department of Community and Economic Development will determine if the potential borrower is eligible, subject to written application for an assumption.

22. Mortgagee shall subordinate this Mortgage to any later primary or construction loan mortgage, or refinancing of the primary or any construction loan resulting in a later-recorded mortgage, for the project envisioned in the Development Agreement or the mortgaged property generally, and shall sign any commercially reasonable form of subordination agreement presented by the primary or construction lender. With regard to any such later-recorded mortgage(s), Mortgagee agrees that the subordination required herein shall also apply to any assignment of rents or other customary document(s) recorded with a commercial mortgage.

23. Mortgage shall release this Mortgage upon the earlier of Mortgagor's completion of the Project envisioned in the Development Agreement or the full ~~forgiveness~~ satisfaction of the forgivable loan secured hereby.

24. Any criminal activity or perilous conditions during the term that threatens the health, safety, or right to peaceful enjoyment by other persons residing in the immediate vicinity of the premises; or any drug related criminal activity on or near such premises, engaged in by the Mortgagor's household, or any guest or other person under the Mortgagor's control shall be a breach of this Mortgage and the City of Rockford Community & Economic Development Department can demand payment of the loan.

25. In the event of any discrepancy between the Note, this Mortgage and/or the Development Agreement, the Note will prevail.

IN WITNESS WHEREOF this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Rockford News Tower LLC ,
An Illinois limited liability company,

By: _____
Name: Justin Fern
Title: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Justin Fern, personally known to me to be the same person(s) whose name(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he/she/they signed, sealed and delivered the said instruments as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarized seal this _____ day of _____ , 20 _____

_____
Notary Public

My commission expires:

_____

Prepared by:

Legal Department
425 East State Street
Rockford, Illinois 61104

Return to:

Department of Community & Economic Development
425 East State Street
Rockford, Illinois 61104

PROMISSORY NOTE

$4,000,000 _____, ____, 2026
Rockford, Illinois

FOR VALUE RECEIVED, Rockford News Tower LLC, an Illinois limited liability company, ("Borrower") promise to pay to the City of Rockford, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, and a charter duly adopted by its freeholders (the "City"), whose address is 425 East State Street, Rockford, Illinois 61104, or order, the principal amount of Four Million Dollars ($4,000,000) ("Forgivable Loan"), or so much thereof as is advanced to or for the benefit of Borrowers and not forgiven, at such place as designated by the City, in installments and with interest as provided herein, in immediately available funds, as follows:

1. Development Agreement. This Promissory Note is given pursuant to a Development Agreement (the "Development Agreement") between Borrower and the City of even date herewith and other related documents described in the Development Agreement. Reference is made to that certain Development Agreement, to provide the funds being loaned to Borrower to redevelop the property at 99 East State Street, Rockford, Illinois, by renovating the existing building to convert it into an 80 unit, market rate apartment, including gourmet restaurant and commercial spaces (the "Project"). Borrower acknowledges receipt of true and correct copies of the Development Agreement. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Development Agreement.

2. Interest Rate. Borrower shall pay zero percent (0%) interest under this Promissory Note.

3. Disbursement and Payments.

a. The City shall disburse to Borrower the Forgivable Loan funds in an amount not to exceed Four Million Dollars ($4,000,000) for eligible Redevelopment Project Costs in accordance with the Development Agreement.

b. Beginning in the first full tax year following substantial completion of the Redevelopment Project, and continuing annually thereafter, City shall withhold and retain the first Fifty Thousand Dollars ($50,000) per year from the tax increment attributable to the Project, not to exceed One Million Dollars ($1,000,000) ("TIF Advance Repayment").

4. Forgiveness. The City shall forgive up to Three Million Dollars ($3,000,000) of eligible expenses in accordance with the Development Agreement. Except for the $1,000,000 TIF Advance Repayment, the City shall forgive $3,000,000 of the Forgivable Loan in ten (10) equal installments (i.e. $300,000 each), if the full Forgivable Loan was disbursed) with the first installment to be forgiven on the one (1) year anniversary of the disbursement of the final installment of the Forgivable Loan for the Project, and each subsequent installment to occur on the yearly anniversary of such date ("Forgiveness Period"). Except for the first year, forgiveness shall be conditioned upon (a) 75% residential occupancy; and (b) operation of a full service restaurant

of Subject Property for the prior year, or, if an existing restaurant full-service restaurant has closed, good faith efforts by Developer to obtain a replacement restaurant. Upon documentation from Developer demonstrating at least 75% residential occupancy of Subject Property and operation of a full service restaurant for the prior year (except for the first year) the City shall forgive the Forgivable Loan at the rate outlined above.

5. Default. The breach of any term or condition of this Promissory Note or the occurrence of any Event of Default under the Development Agreement shall constitute a default under this Promissory Note, and following the notice and right to cure as expressly provided in the Development Agreement shall, if uncured, constitute an event of default ("Event of Default") hereunder.

The City shall give Borrower written notice of any alleged default in accordance with the provisions of the Development Agreement.

6. Remedies. If any Event of Default shall occur, the City may declare all Forgivable Loan funds under this Promissory Note and the Development Agreement immediately due and payable without further demand or notice, and/or exercise its rights and remedies under the Loan Documents and applicable law.

After an Event of Default, Borrower promises to pay all collection expenses, including reasonable attorney's fees incurred with or without suit and on appeal. Every person or entity at any time liable for the payment of the indebtedness evidenced hereby waives presentment for payment, demand, and notice of nonpayment of this Promissory Note. Every such person or entity further hereby consents to any extension of the time of payment hereof or any other modification of the terms of payment of this Promissory Note. The release of all or any part of the security hereof, or any other modification of the terms of payment of this Promissory Note, the release of all or any part of the security herefor, or the release of any party liable for the payment of the indebtedness evidenced hereby and from time to time, at the request of anyone now or hereafter liable therefor. Any such extension or release may be made without notice to any such persons or entities, and without discharging their liability.

7. Applicable Law. This Promissory Note is made with reference to, and is to be construed in accordance with the laws of the State of Illinois.

8. Notice Regarding Oral Agreements. **Oral agreements or oral commitments to lend money, extend credit, or to forbear from enforcing payment of a debt are not enforceable under Illinois law.**

Rockford News Tower LLC

By _____

Its Manager

THE CITY OF ROCKFORD ILLINOIS, USA

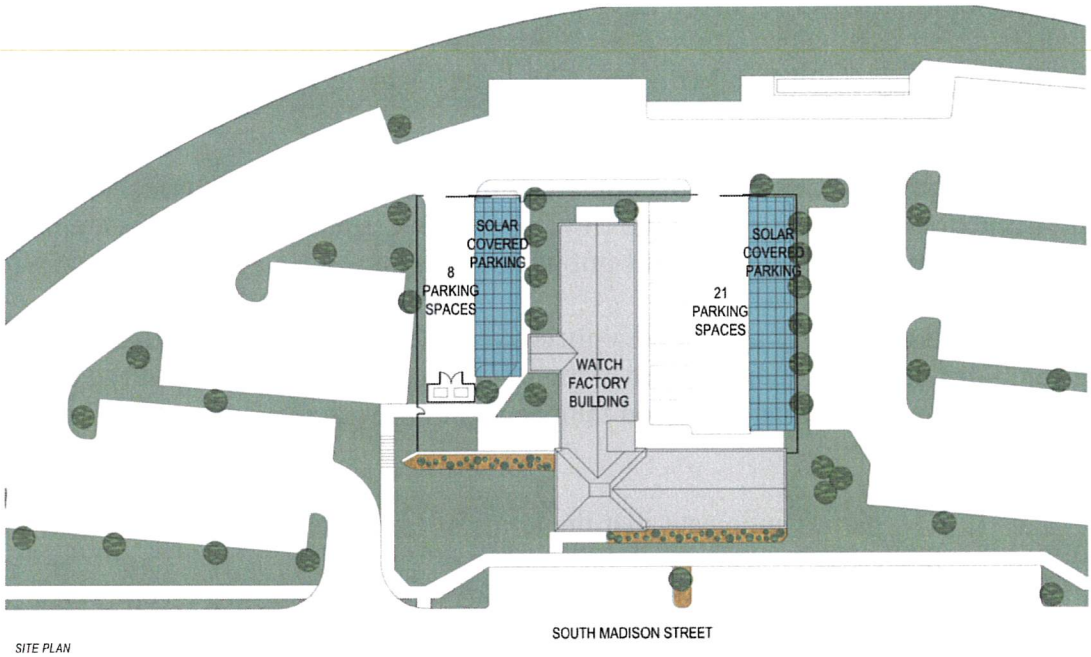
Memorandum

To: Planning & Development Committee
Alderman Janessa Wilkens, Chairman
Alderman Timothy Durkee, Vice-Chairman
Alderman Gina Meeks
Alderman Karen Hoffman
Alderman Jaimie Salgado

From: Todd Cagnoni, City Administrator

Re: Proposed Amendment to Development Agreement with Oliver Emerson Development (Oliver Emerson Development, LLC) for the rehabilitation and adaptive reuse of 325 S. Madison Street as residential.

Date: December 19, 2025



SITE PLAN

OLIVER EMERSON DEVELOPMENT

Oliver Emerson Development, LLC (**Developer**) has requested assistance from the City of Rockford (**City**) through the use of Redevelopment Funds and Tax Increment

Financing (**TIF**) from the creation of a new TIF District (**DISTRICT**), and River Edge Redevelopment Zone Benefits (**RERZ**) to further the rehabilitation and establishment of an adaptive reuse of an existing building (**Project**) located at 325 S. Madison Street. The City previously approved a purchase agreement and subsequent development agreement in June 2024 with Oliver Emerson Development. Since that time Oliver Emerson Development has been securing the capital stack and confirming the construction cost. They have seen increase cost in the completion of the project and are seeking additional funding to move the project forward. Staff believes it is in the best interest of the City to advance the project forward and the City previously established a new TIF District to support the Project.

The City has owned the Watch Factory for more than 10 years after acquiring the property as part of the Sports Factory redevelopment project. The structure as it currently exists is part of a National Historic District and has been consistently promoted to represent an era of manufacturing in Rockford that represents its formative years in industry. While the facility has undergone many uses and transformations, the plan to celebrate the original history of the Watch Factory has been pursued as the most comprehensive in achieving our goals for the redevelopment. The Watch Factory was designed by the renowned architect firm Burnham and Root. The project as proposed is consistent with Illinois Historic Preservation Memo of Agreement approved by City council in April of 2014 when the Sports Factory project was advancing. The Project is an adaptive reuse of the existing 27,064 square foot, 3 story structure with a basement consisting of 24 residential units.

Redevelopment costs reported have increased from $7.2M to $11.5M, which include construction cost, soft costs and developer Fee. Developer has proposed a capital stack including conditional construction loan, historic tax credit funding, and City forgivable loan.

Successful rehabilitation and occupancy of the Project will create new housing and construction jobs. In addition, the Developer's investment in the Project will remove blight adjacent significant public investment.

City Council previously approved a purchase and sale agreement in the amount of $55,000 to the Developer. As part of the purchase and sale agreement the City and Developer agreed to enter into good faith negotiations with respect to a development agreement including:

1. The parties anticipate that the terms of the development will include, but not limited to:
   i. 100% pay as you go Tax Increment Financing from a recently created Tax Increment Financing District
   ii. $1,200,000 in additional up-front gap financing.
   iii. Seller will be responsible for any costs associated with the property being included in a new or amended redevelopment plan and project area in accordance with the Tax Increment Allocation Redevelopment Act of the

State of Illinois, 65 ILCS 5/11-74.4-1, et seq.

2. Seller's obligation is contingent upon Buyer demonstrating ability to obtain funding for the property.
3. Such new or amended redevelopment plan and project area or development agreement shall be subject to approval of the Seller (the "Corporate Authorities").
4. Said approval shall be at the sole discretion of the Corporate Authorities who are under no obligation to establish a new or amended redevelopment plan area or development agreement pursuant to this Agreement.
5. Re-plat of property will take place during the development agreement process.

The City and the Developer negotiated a Development Agreement in 2024 that defined the requirements and obligations of each party for the redevelopment of the Project and Property. The major requirements and obligations of each party at that time were as follows:

The development agreement approved in 2024 provided a Forgivable Loan in an amount not to exceed Six Hundred Twenty Thousand Dollars ($620,000) and a TIF Advance Loan in the amount of One Million Three Hundred Ninety-Six Thousand Five Hundred Five Dollars ($1,396,505) to be provided at the time of closing and full financing of the project to be recovered off increment created back to the City from the project.

THE AMENDED TERMS PROPOSED ARE AS FOLLOWS:

CITY OF ROCKFORD:

A. **Public Financial Assistance.** The City agrees to provide public financial assistance to the Project as follows:

Redevelopment Fund. The City shall distribute to the Developer a Forgivable Loan in an amount not to exceed Two Million Seven Hundred Thousand Dollars ($2,700,000) for eligible Redevelopment Project Costs. Loan Funds will be allocated to Developer as follows; 1/3 after financial closing, 1/3 upon approval of a rough inspection by the City Building Code Official and 1/3 upon substantial completion of the Project. The City shall forgive the Forgivable Loan in ten (10) equal annual installments (i.e. $270,000 each, if the full Forgivable Loan was disbursed) with the first installment to be forgiven on the one (1) year anniversary of the issuance of the final Certificate of Occupancy for the Project. Forgiveness shall be conditioned upon 75% residential occupancy of the Subject Property in the prior year, except for the first year.

Tax Increment Financing (TIF). The City agrees to provide to the Developer reimbursement of 100% of the annual incremental taxes generated by the improvement to the Property, on a pay-as-you-go bases from the existing Oak and Madison TIF District through the life of the TIF for eligible Redevelopment Project Costs.

The Developer shall submit to the City documentation of all TIF eligible costs incurred and property taxes paid for verification by the City. Upon verification of the TIF eligible costs and property taxes paid, the City will reimburse to the Developer the annual TIF increment generated by the Project.

River Edge Redevelopment Zone (RERZ). The City will make available action to assist Developer in establishing eligibility for financial incentives for the Project through the River Edge Redevelopment Program administered by the State of Illinois. This would primarily be historic tax credits.

B. **Subdivision.** The City will subdivide the property creating a separate out lot and transfer the property "Watch Factory Lot" to the Developer at the time of financial closing.

C. **Issuance of Permits and Fees**. The City shall promptly issue building permits for all construction related to the Project, provided such application shall be complete and in accordance with all applicable City codes and ordinances. All applicable building permit fees shall be paid.

Developer:

A. Purchase the Property. The Developer with purchase the property in the amount of Fifty-Five Thousand Dollars, ($55,000) at the time of closing.

B. Development of the Project. Consistent with the City's goals and objectives of the City, the Developer proposes to develop the Project into an attractive mixed-use development as described above at the sole cost and expense of the Developer except as identified per the terms above.

C. Permits. Prior to commencing construction, the Developer shall apply to the City for all necessary building and construction permits for the improvements to be made by submitting all plans and specifications required pursuant to the City Code of Ordinances. The Developer shall be responsible for all building and construction permits.

D. Construction of Project. The Project shall start no later than July 1, 2026 and be substantially completed on or before twenty-four (24) months following the closing of the capital stack of the Project, subject to reasonable Force Majeure delays. Such Project Completion date shall be subject to an automatic extension of up to nine months upon request to the City from Developer.

E. Reporting and Justification of Expenditures. As a condition of public financial assistance for the Project, all loan documentation, financing records, agreements and expenses demonstrating the financial viability of the Project shall be fully disclosed to the City, including an Annual Report on the first anniversary of the

effective date of the Development Agreement and a Final Report upon completion of the Project.

F. **Restriction on Property Tax Protestation**. In recognition of the contribution of Tax Increment to the Project, the Developer shall accept the property tax assessment for the Subject Property without protest during the life of the Tax Increment Financing District until the Final Levy Date thereof.

G. **Inspection for Compliance**. The Developer agrees to allow inspections of the Property and agrees to have available, upon request, all documentation concerning this Agreement for inspection, audit and copying during normal business hours.

H. **Prevailing Wage**. The Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). Pursuant to the Act, contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed

Staff requests the Planning and Development Committee review and recommend approval by the City Council of the attached Amended Development Agreement with Oliver Emerson Development (Oliver Emerson Development, LLC) for the rehabilitation and adaptive reuse of 325 S. Madison Street as residential.

THE CITY OF ROCKFORD ILLINOIS, USA

TIF GUIDELINE POLICY STATEMENT
Review for
325 S Main – Watch Factory

The project and development agreement has been reviewed in accordance with the TIF Policy Statement and found to be consistent with the Policy. The project meets many of the identified "Primary Project Priorities" by renovating an existing commercial building in disrepair (dangerous and unsafe) while offering commercial and residential opportunities in established commercial district. The project preserves an existing building within a federal historic district satisfying "Secondary Project Priorities" of preserving a building in Downtown.

Staff has applied the "But For" test against the project and found that but for public assistance the project is not likely to advance forward. The project has demonstrated that there is the need for City financial assistance and that the priorities of the Policy are being satisfied.

Funding is being provided via a TIF Loan (TIF Advance) and Redevelopment Fund dollars. Although, the project is being provided funds in advance and not on a "pay as you go" basis, no bonds are offered to support the project and the development agreement prohibits the protest of property taxes during the term of the agreement.

The relative portions of the scoring system are highlighted below.

TIF GUIDELINE POINT SYSTEM

TOTAL POINTS UNDER SCORING SYSTEM = 235

a. Type of project
   i. Industrial/Manufacturing—100 Points
      1. New
      2. Existing
   ii. Commercial—75 Points
      1. New commercial
      2. Renovation/improvement of existing commercial
      3. Demolition of abandoned structures
   iii. Professional/Office—75 Points
   iv. Residential—50 Points

1. Address concentration of low-income residential
2. Dangerous and abandoned buildings

v. Advanced education and training—30 Points
vi. Arts—20 Points
vii. Public Improvements—10 Points
    1. Note that this means the use of TIF funds for a public improvement standing alone, not that some part of the funding for a project in a different category would include a public improvement. For example, a new manufacturing plant might require an upgraded sewer line. That is a manufacturing project even though it includes a public improvement. The line between "stand alone" public improvements and those linked to a specific project is not an easy one to draw.
    2. For "stand alone" public improvements, it is hard to see how the "but for" test is met since the funding of the improvement will often be a question of the allocation of tax revenues. It is also a practice that uses the taxing authority of another jurisdiction to pay for something that the City is unable or unwilling to fund out of its own possible revenue sources.
viii. Tourism—10 Points
    1. Tourism is one of the few areas that has its own dedicated revenue source.
ix. Historic Preservation—**10 Points**
    1. I admit to a strong bias against the concept that historic preservation is entitled to special significance. It is not considered in context—in terms of alternative development and in terms of the "opportunity cost"—the impact that abandoned structures which sit for decades have on the surrounding neighborhood.
x. Other

b. Location of the project—note that these areas all presumably will have to qualify as "blighted"
    i. High Priority areas—**100 Points**
        1. Central City (broadly defined)
            a. The Central City would encompass most of the areas that were developed by the 1950s
        2. Census tracts with high unemployment
        3. Census tracts with low median income
        4. Riverfront
    ii. Mid-Priority areas—50 Points
        1. I'll know them when I see them
        2. For example, the abandoned grocery store at the Charles/Alpine 5 Points area.
    iii. Low Priority areas—10 Points
        1. Typically "greenfield" locations which require the extension of public services

c. Employment Factor—number and wage rate—50 Points each
    i. High/High—100
    ii. Low/High—50
    iii. High/Low—50
    iv. Low/Low--0
d. Others—up to 100 points (assigned 75)
    i. Indirect employment
    ii. MBE/WBE/Veterans
    iii. Targeted employment

Rockford, Illinois Date: January 5, 2026

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Planning and Development, to whom was referred the matter of the approval of the proposed amendment to the Development Agreement with Oliver Emerson Development (Oliver Emerson Development, LLC) for the rehabilitation and adaptive reuse of 325 South Madison Street (The Watch Factory) as residential, hereby begs leave to report **recommending approval** of the request as recommended.

_____
Janessa Wilkins (Chair)

_____
Tim Durkee (Vice Chair)

_____
Karen Hoffman

_____
Jaime Salgado

_____
Gina Meeks

Committee Action Taken: January 5, 2026

Wilkins: Ayes:___ Nays:____ Absent:____
Durkee: Ayes:___ Nays:____ Absent:____
Hoffman: Ayes:___ Nays:____ Absent:____
Salgado: Ayes:___ Nays:____ Absent:____
Meeks: Ayes:___ Nays:____ Absent:____

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR 325 S. MADISON STREET

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2025, by and between the CITY OF ROCKFORD, ILLINOIS, an Illinois municipal corporation (the "City"), and Oliver Emerson Development LLC, an Illinois limited liability company, and/or its assigns (the "Developer") for the redevelopment of 325 S. Madison Street.

PREAMBLES

WHEREAS, the City and Developer (the "Parties") entered into a certain Development Agreement dated and signed _____, 2024 (Ordinance _____); and

WHEREAS, by agreement of the Parties, that Development Agreement is hereby null and void this Agreement shall supersede and replace all prior agreements and understandings; and

WHEREAS, in the Redevelopment Project Area (as defined below), the City has identified a need for the location and redevelopment of commercial and residential property in the City; and

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "**Act**"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

WHEREAS, in accordance with the requirements of the TIF Act, on **April 7, 2025**, the Corporate Authorities adopted Ordinance No. **2025-047-O**, which approved a redevelopment plan and project, entitled the Madison and Oak Tax Increment Financing Redevelopment Plan and Program (the **"Redevelopment Plan"**), for the Madison and Oak Project Area (the **"Redevelopment Area"**); and

WHEREAS, also in accordance with the requirements of the TIF Act, on **April 7, 2025**, the Corporate Authorities adopted Ordinances No. **2025-048-O** and No. **2025-049-O** which designated the Redevelopment Area as a "redevelopment project area," as that term is defined under the TIF Act, and approved tax increment financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Area (Ordinance No. **2025-047-O**, Ordinance No. **2025-048-O** and No. **2025-049-O** collectively referred to as the "**TIF Ordinances**"); and

WHEREAS, the Developer is under contract with the City to purchase the property for Fifty Five Thousand Dollars ($55,000), which said real estate is located within the intended Redevelopment Project Area, and Developer proposes to redevelop the property, renovating the existing building located on the property and converting the property to market-rate apartments (the "Project"), all as more fully described on **Exhibit A** attached hereto and incorporated herein. Said real estate is located

at 325 S. Madison Street (PIN: 11-23-361-004) and legally described on **Exhibit B**, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the proposal of the Developer is to do the following in connection with the Project: (i) undertake and pay for the costs of all plans and specifications, professional fees and apply for and receive all required plan review approvals and permits; and (ii) undertake and complete the Project in compliance with the approved plans and permits and City codes; and

WHEREAS, upon substantial completion, the Project will represent an investment on the part of the Developer of approximately $ 11,554,985; and

WHEREAS, the Project is consistent with the Redevelopment Plan and is located within the Redevelopment Project Area; and

WHEREAS, the City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and which are further designated by law as eligible costs as defined by the TIF Act; and

WHEREAS, in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interests of the City and the health, safety, morals, and welfare of the residents of the City, on the terms and subject to the conditions set forth in this Agreement, to reimburse the Developer for eligible Redevelopment Project Costs in an amount not to exceed the TIF eligible approved expenses incurred by the Developer; and

WHEREAS, the Corporate Authorities have determined that the obligations of the City for the benefit of the Developer described in the immediately preceding recital and the completion of the Project by the Developer pursuant to this Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the City and other taxing districts, and adding to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Development of the Project.

(a) The Developer has an opportunity to revitalize the area by renovating and repurposing a 150-year-old building that has remained vacant for many years. The redevelopment of the building will bring much needed residential space to the downtown Rockford area. The interior/exterior rehabilitation and renovation of the existing building to complete the Project shall represent an estimated Developer investment of $ 11,554,985.

(b) Prior to commencing construction, the Developer shall apply to the City for all

necessary building permits for the improvements to be made by the Developer by submitting all plans and specifications required pursuant to the City Code of Ordinances ("City Code"). The Developer shall be responsible for all building permit fees. The City shall review the building permit application as provided in the City Code. The plans and specifications and all other required submissions shall also comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to the development of the Project (collectively, the "Legal Requirements").

(c) The proposed Project is currently permitted and in compliance with the City zoning ordinance and its land use regulations, . Developer shall follow the standard application process for such special use permit. In the event such regulations are amended in the future wherein the current use, setbacks and other features of the Project are no longer permitted, such features shall be considered "lawful non-conforming" and allowed to continue as provided for by the City Zoning Ordinance.

(d) Except Forgivable Loan described herein, the development of the Subject Property shall be completed at the sole cost and expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing, conform to the approved plans and specifications. Subject to the terms and conditions of this Agreement, the City shall provide the Developer the principal sum of Two Million Seven Hundred Thousand Dollars ($2,700,000) ("Forgivable Loan"), with no interest accruing thereon, from the City of Rockford Redevelopment Fund.

(e) Project Completion. The Project shall start no later than July 1, 2026 and be substantially completed on or before twenty-four (24) months following the closing of the capital stack of the Project, subject to reasonable Force Majeure delays. Such Project Completion date shall be subject to an automatic extension of up to nine months upon request to the City from Developer;

(f) In recognition of the contribution of Tax Increment to the Project, the Developer shall accept the property tax assessment for the Subject Property without protest for any year in which reimbursement is due and paid and during the life of the Madison and Oak Tax Increment Financing District until the Final Levy Date thereof.

(g) In recognition of the contribution of Forgivable Loan and Tax Increment to the Project, Developer agrees that the property shall not be used for:

(i) Adult uses, including but not limited to an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts;
(ii) Tattoo shops;
(iii) A massage parlor or any establishment purveying similar services;
(iv) Gaming machine establishments, including any bar or restaurant seeking video gaming terminals ancillary to its liquor license;
(v) Tobacco stores;
(vi) Second Hand store, excluding national or regional brands (such as ReTool, Play It Again Sports, Plato's Closet, Gamestop, etc.);
(vii) Cash for Gold store;

(viii) Payday Loan store; and
(ix) Title Loan store.

(h) It is expressly understood between the City and the Developer that the Developer may utilize federal or state historic tax credits to finance the Project. The City will have no liability with respect to the Developer's use or compliance with the aforementioned programs, or funding gaps associated with not securing said funds, and sole risk belongs to the Developer.

(i) Prevailing Wage: The Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). Pursuant to the Act, contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed.

(j) Certified Payroll: Pursuant to the Act, any contractor and any subcontractor who participates in the public works shall file with the State of Illinois certified payroll for those calendar months during which work on the public works project occurs. Certified payrolls shall be made available to the City upon reasonable request to monitor for compliance with the Act.

(k) Conditions Subsequent: Notwithstanding anything herein to the contrary, Developer's obligations hereunder to undertake and complete the Project are subject to the following conditions subsequent:

(i) Developer assembling and closing the capital stack necessary to complete the Project;

(ii) Developer's acquisition of the 325 S. Madison Street property from the City;

Section 3. Forgivable Loan Details

(a) Subject to all terms and conditions of this Agreement, the City agrees to disburse the Forgivable Loan to Developer for Redevelopment Project Costs in three (3) equal disbursements as set forth in **Exhibit C** (the "Eligible Redevelopment Project Cost Schedule) which are approved by the City pursuant to Section 3(b). The aggregate Forgivable Loan funds pursuant to this Section 3 shall in no event exceed Two Million Seven Hundred Thousand Dollars ($2,700,000), which amount shall be paid subject to the terms as set forth in Section 3(b).

(b) The City shall distribute to Developer Forgivable Loan funds in an amount not to exceed Two Million Seven Hundred Thousand Dollars ($2,700,000) for eligible Redevelopment Project Costs identified in **Exhibit C** and in accordance with the following terms:

1. Upon closing of the Project's capital stack , Developer shall tender to the City

documents to establish full financing for the Project, receipts to date, a draft settlement statement, purchase agreements or executed proposals, or other reasonable proof of eligible Project Costs for acquisition and pre-construction costs related to the Project. Such eligible Project Costs may include, without limitation, the purchase price and related closing costs for the Property, architectural fees and costs, and other up-front soft-costs. Within thirty (30) days of receipt of the proof of eligible Project Costs and documentation establishing full financing to complete the Project, which are acceptable to the City in the City's commercially reasonable judgment, , City shall disburse to Developer from the Forgivable Loan funds an amount of such costs up to the maximum amount of one-third (1/3) of the Forgivable Loan amount (i.e., $900,000). The Developer will be eligible for one-third (1/3) of the remaining portion of the Forgivable Loan funds (i.e., $900,000) upon approval of a rough inspection by the City Building Code Official. The Developer will be eligible for the remaining one third (1/3) of the Forgivable Loan funds (i.e., $900,000) (for a total Forgivable Loan amount of $2,700,000) upon substantial completion of the Project, which shall be no later than twenty-four (24) months after the closing of the capital stack for the Project or such later date as extended per provision earlier herein. The City shall disburse the funds to the Developer within thirty (30) days of each milestone approved by the City.

2. The City shall forgive all amounts due on the Forgivable Loan in accordance with the Promissory Note ("the Note"). The City shall forgive the Forgivable Loan in ten (10) equal annual installments (i.e. $270,000 each, if the full Forgivable Loan was disbursed) with the first installment to be forgiven on the one (1) year anniversary of the disbursement of the final one-third (1/3) Forgivable Loan for the Project, and each subsequent installment to occur on the yearly anniversary of such date ("Forgiveness Period"). Forgiveness shall be conditioned upon 75% residential occupancy of the Subject Property in the prior year, except for the first year. Upon documentation from Developer demonstrating at least 75% residential occupancy of Subject Property for the prior year (except for the first year) the City shall forgive the Forgivable Loan at the rate outlined above.

Annual loan forgiveness shall also be conditioned on all property taxes being current on the Subject Property. Developer shall submit evidence acceptable to the City that property taxes for the Subject Property are not delinquent and that there are no amounts due and owing to be eligible for annual loan forgiveness.

3. Security. The Forgivable Loan shall be secured by the Note and Mortgage in the form attached hereto as **Exhibit D and E** to this Agreement. The Note provides for the terms of payment of the Forgivable Loan.

4. City's obligations herein are subject to Developer's satisfaction of all conditions precedent set forth in Section 6.

Section 4. City's TIF Reimbursement Payments to Developer.

(a) As long as no event described in Section 20 of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for the Redevelopment Project Costs incurred by the Developer set forth in **Exhibit C**, which are approved by the City pursuant to **Section 4(c)**. The City agrees to provide the Developer with one hundred percent (100%) of the Increment generated by only the Project, which will commence annually on the year after closing on the Subject Property and for the remaining term of the Madison and Oak TIF, ending on 2048.

(b) Subject to the terms and conditions of this Agreement, the TIF funding provided by the City, as described herein, shall be disbursed to Developer upon Developer's satisfaction of all conditions precedent in Section 6, including but not limited to submittal of proof of Redevelopment Project Costs under the TIF Act. These Redevelopment Project Costs shall include those expenses described on **Exhibit C** and shall include, but not be limited to, land acquisition, demolition, site preparation, rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, landscaping, parking lot construction, utility relocation, architectural and engineering costs, thirty percent (30%) of the interest, based on a commercially reasonable amortization schedule, on a loan secured to pay for the construction of the Project and legal fees. Developer shall provide documentation that the property taxes for the Project have been paid in full and are current. Developer shall submit to the City a written request for reimbursement of the TIF increment along with the documentation of the property tax payment by October 1st of each year.

(c) In connection with the payments set forth in Section 4(b), the Developer shall provide such evidence as the City shall reasonably request to establish that the Developer has incurred the costs for the work identified in **Exhibit C**. Such evidence shall include but not be limited to bills, paid receipts, contracts, invoices, lien waivers or other similar evidence. All bills and receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced / paid. Developer shall further submit a release of claims and waiver from the service providers.

(d) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement.

(e) Notwithstanding anything to the contrary contained herein, Developer shall have the right to designate a different entity to whom payments hereunder shall be made, in whole or part. Developer's initial designated entity is Oliver Emerson Development LLC.

(f) **THE CITY'S OBLIGATION TO PAY THE DEVELOPER THE INCREMENT UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND OF THE CITY CREATED WITH RESPECT TO THE PROJECT AS DEFINED IN THE RECITALS ABOVE, (THE "STAF") AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY**. As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the project in the Redevelopment Project Area and improvements therein which is attributable to the increase in the equalized assessed value of the

Redevelopment Project Area from the Project and its improvements over the initial equalized assessed value of the Project in the Redevelopment Project Area, as calculated in accordance with the TIF Act.

Section 5. Parking. Developer shall have exclusive access of the parking lot, which is more fully described in the attached **Exhibit F.** The Developer shall provide a detailed landscaping and parking lot plan subject to City review and approval. Developer shall bear all costs associated with the routine maintenance of the parking lot including, but not limited to, snow removal, lighting and landscaping including irrigation, seal coating, resurfacing and repainting.

Section 6. Conditions Precedent to City's Obligations. The City's obligations to disburse any funds under this Agreement (including loan funds and reimbursement for Redevelopment Project Costs) are contingent upon Developer's satisfaction of each of the conditions precedent set forth below. City's waiver of any condition precedent prior to any disbursement shall not constitute waiver of any condition precedent required for subsequent disbursements.

(a) Execution of the Mortgage and Promissory Note in form and content satisfactory to the City, including a guaranty from Oliver Emerson Development, LLC;

(b) Articles of Organization and Operating Agreement;

(c) Illinois Secretary of State Certificate of Good Standing or current printout from Secretary of State database reflecting that Developer is in good standing;

(d) Resolution by members of Developer duly authorizing the Developer to enter into and execute this Agreement;

(e) An opinion of Developer's counsel, in the form and substance satisfactory to the City and its counsel, affirming that (a) Developer is duly organized and validly existing under the laws of the State of Illinois with the power and authority to own, develop and lease the Property, as applicable, (b) the execution, delivery and performance of this Agreement and the other Loan Documents constitute a valid and binding obligation of Developer, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium or similar laws affecting creditors' rights and to equitable principles, (c) to the best of counsel's knowledge, which may be based solely on a certificate of Developer and such counsel's actual knowledge, the execution, delivery and performance of the Developer agreements do not breach or result in a default under any judgment, order or agreement applicable to Developer, and (d) to the best of counsel's actual knowledge, there is no litigation or proceeding pending or threatened against Developer;

(f) [Intentionally omitted];

(g) An opinion of Oliver Emerson's counsel in the form and substance satisfactory to the City and its counsel, affirming that (a) to the best of counsel's knowledge, which may be based solely on a certificate of Oliver Emerson and such counsel's actual knowledge, the execution, delivery and performance of this Agreement does not breach or result in a default under any judgment, order or agreement applicable to Oliver Emerson and (b)

to the best of counsel's actual knowledge there is no litigation or proceeding pending or threatened against Oliver Emerson;

(h) Execution and delivery by Developer and other parties, as applicable, of, and full compliance with, all of the Loan Documents, and any other documents referred to herein, in form and content satisfactory to the City;

(i) The absence of any legal proceedings (including foreclosure or bankruptcy proceedings) regarding the Subject Property;

(j) Evidence satisfactory to the City that all insurance coverages are provided in accordance with the provisions of this Agreement;

(k) Evidence that all representations and warranties of Developer are true and correct in all respects as of the date of the making of the disbursement and that no default or event of default shall be in existence on the date of making the disbursement;

(l) Evidence that there shall have been no material adverse change in the financial or business condition or operations of Developer from the date of this Agreement;

(m) Full performance of all of Developer's obligations under this Agreement and the Loan Documents due on or before the date of disbursement;

(n) [Intentionally omitted];

(o) Presentation of evidence of payment satisfaction, release, and release from all contractors or service providers that performed work for which Developer is requesting reimbursement in a form satisfactory to the City;

(p) Developer providing the City with reasonable evidence of sufficient financing for the Project.

(q) Such other documents as reasonably required by the City to evidence the transactions provided for herein.

(r) Property taxes are paid in full.

Section 7. Insurance.

Developer shall obtain and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, comprehensive coverage insurance and other insurance coverage as may be required by the City. All insurance policies shall name the City as an additional insured or certificate holder. All insurance required hereunder shall be with a company or companies licensed to conduct business in the State of Illinois.

Section 8. Term.

Unless earlier terminated pursuant to Section 20 hereof, the term of this Agreement shall commence on the date of execution and end upon the satisfaction of the parties' obligations under this Agreement. The parties agree that the covenant prohibiting the protest of assessed valuation of the property set forth in Section 2(f) above, shall survive the agreement and shall bind the Developer's heirs, successors, assigns and legatees.

Section 9. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

Section 10. No Discrimination.

The Developer for itself and its successors and assigns agrees that, in the development of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race**,** creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause. Notwithstanding the foregoing, the Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

Section 11. Waiver.

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

Section 12. Assignment.

This Agreement may not be transferred or assigned by the Developer without the prior written consent of the City. Any such consideration or consent to a transfer or assignment shall be at the sole discretion of the City. No such assignment shall be deemed to release the Developer of its obligation to the City unless the City specifically consents to such release, which it is under no obligation to do.

Section 13. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 14. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the fifth (5th) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Oliver Emerson Sr
Oliver Emerson Development LLC
2205 S. Perryville Road
Rockford, IL 61108

To the City:

City of Rockford
Attention: Community and Economic Development Director
425 E. State Street
Rockford, IL 61104

With a copy to:

Oliver Emerson Jr
2205 S. Perryville Road
Rockford, IL 61108

With a copy to:

City of Rockford
Legal Director
425 E. State Street
Rockford, IL 61104

Section 15. Successors and Assigns.

The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

Section 16. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 17. Memorandum.

Either party, at its sole expense, may record this Agreement in the Office of the Recorder of Deeds, Winnebago County, Illinois.

Section 18. Default. The occurrence of any of the following acts, events, or conditions shall constitute a default under this Agreement, and following the notice and right to cure as expressly provided in this Agreement, shall, if uncured as provided below, constitute an event of default ("Event of Default") hereunder and under the other Loan Documents:

(a) failure to obtain a final Certificate of Occupancy within 24 months of closing of the Project's capital stack or such later date provided for by extension as set forth earlier herein;

(b) failure to secure full financing for the Project and complete the financial closing for the Project within 12 months from the execution of the agreement;

(b) any breach of or failure to comply with any term or condition of this Agreement or the Loan Documents;

(c) any transfer or assignment in violation of Section 12 hereof;

(d) any filing by Developer, or on behalf of Developer, of a petition in bankruptcy or for an arrangement, reorganization, or any other form of debtor relief, or the filing of such petition against Developer;

(e) the entry of a decree or order for the appointment of a trustee, receiver or liquidator for Developer, or Developer's property which is not discharged within thirty (30) days;

(f) Developer commencing any proceeding for dissolution or liquidation, or, if not discharged within thirty (30) days, the commencement of such proceeding against Developer;

(g) Developer making an assignment of all, or substantially all, of its assets for the benefit of its creditors, or admitting in writing its inability to pay its debts generally as they become due;

(h) Developer failing to satisfy and pay any final judgment, order or decree for the payment of money rendered against it, or the filing against Developer of an attachment, execution or other judicial seizure of any portion of Developer's assets; or

(i) Developer making any written representation to the City which is materially false or misleading when made.

Developer agrees to give the City prompt written notice of any Event of Default.

The City's declaration of an Event of Default hereunder shall be made by notice to Developer pursuant to Section 14 of this Agreement and shall be effective as provided therein.

Section 19. Notice and Cure. The City shall give Developer written notice of any alleged default, in accordance with the provisions of this Agreement, and Developer shall have the following periods to cure such default:

(a) as to any default which materially, adversely and exigently affects or impairs any of the City's rights under the Loan Documents, there shall be no cure period;

(b) as to any act or occurrence constituting a default under Sections 18(c), 18(d), or 18(i), except as provided in Section 19(a) above, the cure period shall be ten (10) days; provided, however, that if such cure cannot be completed within such ten (10) day period through the exercise of diligence, Developer shall commence the required cure within such ten (10) day period and thereafter continue the cure with diligence and complete the cure within sixty (60) days following Developer's receipt of the notice; and

(c) as to any act or occurrence constituting a default under other paragraphs of Section 18 where no specific cure period is set forth, and except as provided in Section 19(a) or (b) above, the cure period shall be thirty (30) days; provided, however, that if such cure cannot be completed within such thirty (30) day period through the exercise of diligence, Developer shall commence the required cure within such thirty (30) day period and thereafter continue the cure with diligence and complete the cure within sixty (60) days following Developer's receipt of the notice.

Section 20. Rights Upon Default.

(a) If any Event of Default shall occur, the City may declare all amounts owed under the Loan Documents immediately due and payable, including all disbursed Forgivable Loan funds, without further demand or notice, and/or exercise its rights and remedies under the Loan Documents and applicable law.

(b) The City's failure to enforce any default shall not constitute a waiver of the default or any subsequent default.

(c) In addition to any other rights or remedies, the City may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the City shall institute legal action against the Developer because of a default of this Agreement, the City shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(d) The rights and remedies of the City are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the Developer.

(e) If the City is in default of this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently

proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. In addition to any other rights or remedies, the Developer may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the Developer shall institute legal action against the City because of a default of this Agreement, the Developer shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 21. Books and Records. The City, or its authorized representative, shall have reasonable access upon ten (10) business days' prior written notice, to the books and records of Developer related to the Project, to conduct a confirmatory examination of such books and records. Said examination shall be at the City's expense unless Developer's statements are found to contain significant errors, in which case the confirmatory examination will be at Developer's expense.

Section 22. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 23. Signs.

The City may erect a sign of reasonable size and style in a conspicuous location on the Subject Property during the development of the Project indicating that the City provided tax increment financing to assist the Project.

Section 24. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 25. Time is of the Essence.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event

shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 26. Choice of Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Winnebago County, Illinois.

Section 27. Cooperation and Further Assurances.

The parties covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts as may be reasonably required to carry out the terms, provisions and the intent of this Agreement. The City agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary governmental approvals for the Project. The City shall further promptly process and consider reasonable requests of the Developer for relief or variances from any City ordinances, applicable building permits, or other permits necessary for the construction of the Project.

Section 28. Repealer.

To the extent that any ordinance, resolution, rule, order or provision of the Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rockford, Illinois.

[SIGNATURE PAGE FOLLOWS]

Oliver Emerson Development, LLC

By: _____
Oliver Emerson Jr, Member

CITY OF ROCKFORD, ILLINOIS
A Municipal Corporation

By: _____
Mayor

ATTEST:

_____
City Legal Director

EXHIBIT A

The structure as it currently exists is part of a National Historic District and has been consistently promoted to represent an era of manufacturing in Rockford that represents its formative years in industry. While the facility has undergone many uses and transformations, the plan to celebrate the original history of the Watch Factory has been pursued as the most comprehensive in achieving our goals for the redevelopment. The Watch Factory was designed by the renowned architect firm Burnham and Root. The project as proposed is consistent with Illinois Historic Preservation Memo of Agreement approved by City council in April of 2014 when the Sports Factory project was advancing. The Project is an adaptive reuse of the existing 27,064 square foot, 3 story structure with a basement consisting of 24 residential units.

EXHIBIT B

Legal Description of Property

EXHIBIT C

Redevelopment Project Cost Schedule

DEVELOPMENT AGREEMENT
FOR 325 S. MADISON STREET

THIS AGREEMENT (this "Agreement") is made and entered into this 12 day of June, 2024, by and between the CITY OF ROCKFORD, ILLINOIS, an Illinois municipal corporation (the "City"), and Oliver Emerson Development LLC, an Illinois limited liability company, and/or its assigns (the "Developer") for the redevelopment of 325 S Madison Street

PREAMBLES

WHEREAS, in the Redevelopment Project Area (as defined below), the City has identified a need for the location and redevelopment of residential property in the City; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"), the Mayor and Aldermen of the City (collectively, the "Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area," as such term is defined in the TIF Act; and

WHEREAS, pursuant to the Act, the Corporate Authorities, in accordance with the requirements of the Act, intend to adopt an Ordinance to approve a proposed redevelopment plan and project, entitled the ["_____ Tax Increment Financing Redevelopment Plan and Program"] (the "Redevelopment Plan"), for the Redevelopment Area; and

WHEREAS, also in accordance with the requirements of the Act, the Corporate Authorities intend to adopt an Ordinance to designate the Redevelopment Area as a "redevelopment project area," as that term is defined under the Act, and approve tax increment financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Area; and

WHEREAS, the Corporate Authorities intend to determine that the blighting factors described in the Redevelopment Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area; and

WHEREAS, the blighting factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment allocation financing to pay Redevelopment Project Costs, as that term is defined in Section 4(d) of this Agreement, which necessarily must be incurred to implement the aforesaid program of redevelopment; and

WHEREAS, the Developer is under contract with the City to purchase the property for Fifty Five Thousand Dollars ($55,000), which said real estate is located within the intended Redevelopment Project Area, and Developer proposes to redevelop the property, renovating the existing building located on the property and converting the property to market-rate apartments (the "Project"), all as more fully described on Exhibit A attached hereto and incorporated herein. Said real estate is located at 325 S. Madison Street (PIN: 11-23-361-004) and legally described on Exhibit B, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the proposal of the Developer is to do the following in connection with the Project: (i) undertake and pay for the costs of all plans and specifications, professional fees and apply for and receive all required plan review approvals and permits; and (ii) undertake and complete the Project in compliance with the approved plans and permits and City codes; and

WHEREAS, upon substantial completion, the Project will represent an investment on the part of the Developer of approximately $5,300,000; and

WHEREAS, the Project is consistent with the intended Redevelopment Plan and is located within the intended Redevelopment Project Area; and

WHEREAS, the City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and which are further designated by law as eligible costs as defined by the TIF Act; and

WHEREAS, in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interests of the City and the health, safety, morals, and welfare of the residents of the City, on the terms and subject to the conditions set forth in this Agreement, to reimburse the Developer for eligible Redevelopment Project Costs in an amount not to exceed the TIF eligible approved expenses incurred by the Developer; and

WHEREAS, the Corporate Authorities have determined that the obligations of the City for the benefit of the Developer described in the immediately preceding recital and the completion of the Project by the Developer pursuant to this Agreement are in the best interests of the City and the health, safety, morals, and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan, thereby providing for economic development, enhancing the tax base of the City and other taxing districts, and adding to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Development of the Project.

(a) The Developer has an opportunity to revitalize the area by renovating and repurposing a 150-year-old building that has remained vacant for many years. The redevelopment of the building will bring much needed residential space to the downtown Rockford area. The interior/exterior rehabilitation and renovation of the existing building to complete the Project shall represent an estimated Developer investment of $5,300,000.

(b) Prior to commencing construction, the Developer shall apply to the City for all necessary building permits for the improvements to be made by the Developer by submitting all plans and specifications required pursuant to the City Code of Ordinances ("City Code"). The Developer shall be responsible for all building permit fees. The City shall review the building permit application as

provided in the City Code. The plans and specifications and all other required submissions shall also comply with all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to the development of the Project (collectively, the "Legal Requirements").

(c) The proposed Project is currently permitted and in compliance with the City zoning ordinance and its land use regulations. In the event such regulations are amended in the future wherein the current use, setbacks and other features of the Project are no longer permitted, such features shall be considered "lawful non-conforming" and allowed to continue as provided for by the City Zoning Ordinance.

(d) Except for the TIF Advance and Forgivable Loan described herein, the development of the Subject Property shall be completed at the sole cost and expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing, conform to the approved plans and specifications. Subject to the terms and conditions of this Agreement, the City shall provide the Developer the principal sum of Six Hundred Twenty Thousand Dollars ($620,000) ("Forgivable Loan"), with no interest accruing thereon, at the time of closing of the Subject Property. The City shall also provide Developer the principal sum of One Million Three Hundred Ninety Six Thousand Five Hundred Five and 00/100 Dollars ($1,396,505) (the "TIF Advance"), disbursed upon closing of the Project financing , for the _____, as required under section 2(b) herein, and proof of the Developer's financial commitment(s) are provided to the City and found to be satisfactory to the City. The TIF Advance shall be repaid in twenty three (23) equal annual installments of Sixty Thousand Seven Hundred Seventeen and 61/100 Dollars ($60,717.60) beginning on _____ . The annual TIF Advance payment shall first be repaid from the increment generated from the project on an annual basis. In the event that the increment is insufficient to pay the entire annual payment, the Developer shall be responsible for paying the deficiency after subtracting the increment from the balance owed. Said payment shall be made within thirty (30) days of notice of the deficiency from the City.

(e) Project Completion. The Project shall be substantially completed on or before twenty four (24) months following the financial closing of the project and disbursement of TIF Advanced execution of this Agreement, subject to reasonable Force Majeure delays.

(f) In recognition of the contribution of Tax Increment to the Project, the Developer shall accept the property tax assessment for the Subject Property without protest for any year in which reimbursement is due and paid and during the life of the _____ Redevelopment Tax Increment Financing District until the Final Levy Date thereof.

(g) In recognition of the contribution of Forgivable Loan and Tax Increment to the Project, Developer agrees that the property shall not be used for:

(i) Adult uses, including but not limited to an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a

variety involving, exhibiting or depicting sexual themes, nudity or lewd acts;
(ii) Tattoo shops;
(iii) A massage parlor or any establishment purveying similar services;
(iv) Gaming machine establishments, including any bar or restaurant seeking video gaming terminals ancillary to its liquor license;
(v) Tobacco stores;
(vi) Second Hand store, excluding national or regional brands (such as ReTool, Play It Again Sports, Plato's Closet, Gamestop, etc.);
(vii) Cash for Gold store;
(viii) Payday Loan store; and
(ix) Title Loan store.

(h) It is expressly understood between the City and the Developer that the Developer may utilize federal or state historic tax credits to finance the Project. The City will have no liability with respect to the Developer's use or compliance with the aforementioned programs, or funding gaps associated with not securing said funds, and sole risk belongs to the Developer.

(i) Prevailing Wage: The Agreement calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). Pursuant to the Act, contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed.

(j) Certified Payroll: Pursuant to the Act, any contractor and any subcontractor who participates in the public works shall file with the State of Illinois certified payroll for those calendar months during which work on the public works project occurs. Certified payrolls shall be made available to the City to monitor for compliance with the Act in a manner and on forms provided by the City.

Section 3. Forgivable Loan Details

(a) Subject to all terms and conditions of this Agreement, the City agrees to disburse the Forgivable Loan to Developer for Redevelopment Project Costs upon the closing on the Subject Property, and all other Conditions Precedent as described in Section 6. The aggregate Forgivable Loan funds pursuant to this Section 3 shall in no event exceed Six Hundred Twenty Thousand Dollars ($620,000), which amount shall be paid subject to the terms as set forth in Section 3(b).

(b) The City shall distribute to Developer Forgivable Loan funds in an amount not to exceed Six Hundred Twenty Thousand Dollars ($620,000) for eligible Redevelopment Project Costs identified in **Exhibit C** and in accordance with the following terms:

1. The City shall forgive all amounts due on the Forgivable Loan in accordance with the Promissory Note ("the Note"). The City shall forgive the Forgivable Loan in ten (10) equal annual installments (i.e. $62,000 each, if the full Forgivable Loan was disbursed) with the first installment to be forgiven on the one (1) year anniversary of

the disbursement of the Forgivable Loan for the Project, and each subsequent installment to occur on the yearly anniversary of such date ("Forgiveness Period"). Forgiveness shall be conditioned upon 50% occupancy of the Subject Property in the prior year. Upon documentation from Developer demonstrating at least 50% occupancy of Subject Property for the prior year, the City shall forgive the Forgivable Loan at the rate outlined above.

2. Security. The Forgivable Loan shall be secured by the Note and Mortgage in the form attached hereto as **Exhibit D and E** to this Agreement. The Note provides for the terms of payment of the Forgivable Loan.

3. City's obligations herein are subject to Developer's satisfaction of all conditions precedent set forth in Section 6.

Section 4. Developer Payments of TIF Advance.

(a) As long as no event described in Section 20 of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for the Redevelopment Project Costs incurred by the Developer set forth in **Exhibit C**, which are approved by the City pursuant to **Section 4(c)**. The City agrees to provide the Developer with one hundred percent (100%) of the Increment generated by only the Project, which will commence annually on the year after closing on the Subject Property and for the remaining term of the_____ TIF, ending on _____. This provision shall be subject to the repayment of the TIF Advance, on an annual basis in the amount of $60,717.60 Any year in which the increment generated by the Project is not sufficient to repay the TIF Advance, Developer shall cover the shortfall.

(b) Subject to the terms and conditions of this Agreement, the TIF funding provided by the City, as described herein, shall be disbursed to Developer upon Developer's satisfaction of all conditions precedent in Section 6, including but not limited to submittal of proof of Redevelopment Project Costs under the TIF Act. These Redevelopment Project Costs shall include those expenses described on **Exhibit C** and shall include, but not be limited to, land acquisition, demolition, site preparation, rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, landscaping, parking lot construction, utility relocation, architectural and engineering costs, thirty percent (30%) of the interest, based on a commercially reasonable amortization schedule, on a loan secured to pay for the construction of the Project and legal fees. Developer shall provide documentation that the property taxes for the Project have been paid in full and are current. Developer shall submit to the City a written request for reimbursement of the TIF increment along with the documentation of the property tax payment by October 1st of each year.

(c) In connection with the payments set forth in Section 4(b), the Developer shall provide such evidence as the City shall reasonably request to establish that the Developer has incurred the costs for the work identified in **Exhibit C**. Such evidence shall include but not be limited to bills,

paid receipts, contracts, invoices, lien waivers or other similar evidence. All bills and receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced / paid. Developer shall further submit a release of claims and waiver from the service providers.

(d) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement.

(e) Notwithstanding anything to the contrary contained herein, Developer shall have the right to designate a different entity to whom payments hereunder shall be made, in whole or part. Developer's initial designated entity is Oliver Emerson Development, LLC.

(f) **THE CITY'S OBLIGATION TO PAY THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND OF THE CITY CREATED WITH RESPECT TO THE PROJECT AS DEFINED IN THE RECITALS ABOVE, (THE "STAF") AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.** As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the project in the Redevelopment Project Area and improvements therein which is attributable to the increase in the equalized assessed value of the Redevelopment Project Area from the Project and its improvements over the initial equalized assessed value of the Project in the Redevelopment Project Area, as calculated in accordance with the TIF Act.

Section 5. Parking. Developer shall have exclusive access of the parking lot which is more fully described in the attached **Exhibit E.** The Developer shall provide a detailed landscaping and parking lot plan subject to City review and approval. Developer shall bear all costs associated with the routine maintenance of the parking lot including, but not limited to, snow removal, lighting and landscaping including irrigation, seal coating, resurfacing and repainting.

Section 6. Conditions Precedent to City's Obligations. The City's obligations to disburse any funds under this Agreement (including loan funds and reimbursement for Redevelopment Project Costs) are contingent upon Developer's satisfaction of each of the conditions precedent set forth below. City's waiver of any condition precedent prior to any disbursement shall not constitute waiver of any condition precedent required for subsequent disbursements.

(a) Execution of the Promissory Note in form and content satisfactory to the City;

(b) Articles of Organization and Operating Agreement;

(c) Illinois Secretary of State Certificate of Good Standing or current printout from Secretary of State database reflecting that Developer is in good standing;

(d) Resolution by members of Developer duly authorizing the Developer to enter into and execute this Agreement;

(e) An opinion of Developer's counsel, in the form and substance satisfactory to the City and its counsel, affirming that (a) Developer is duly organized and validly existing under the laws of the State of Illinois with the power and authority to own, develop and lease the Property, as applicable, (b) the execution, delivery and performance of this Agreement and the other Loan Documents constitute a valid and binding obligation of Developer, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, moratorium or similar laws affecting creditors' rights and to equitable principles, (c) to the best of counsel's knowledge, which may be based solely on a certificate of Developer and such counsel's actual knowledge, the execution, delivery and performance of the Developer agreements do not breach or result in a default under any judgment, order or agreement applicable to Developer, and (d) to the best of counsel's actual knowledge, there is no litigation or proceeding pending or threatened against Developer;

(f) [Intentionally omitted];

(g) An opinion of Oliver Emerson's counsel in the form and substance satisfactory to the City and its counsel, affirming that (a) to the best of counsel's knowledge, which may be based solely on a certificate of Oliver Emerson and such counsel's actual knowledge, the execution, delivery and performance of this Agreement does not breach or result in a default under any judgment, order or agreement applicable to Oliver Emerson and (b) to the best of counsel's actual knowledge there is no litigation or proceeding pending or threatened against Oliver Emerson;

(h) Execution and delivery by Developer and other parties, as applicable, of, and full compliance with, all of the Loan Documents, and any other documents referred to herein, in form and content satisfactory to the City;

(i) The absence of any legal proceedings (including foreclosure or bankruptcy proceedings) regarding the Subject Property;

(j) Evidence satisfactory to the City that all insurance coverages are provided in accordance with the provisions of this Agreement;

(k) Evidence that all representations and warranties of Developer are true and correct in all respects as of the date of the making of the disbursement and that no default or event of default shall be in existence on the date of making the disbursement;

(l) Evidence that there shall have been no material adverse change in the financial or business condition or operations of Developer from the date of this Agreement;

(m) Full performance of all of Developer's obligations under this Agreement and the Loan Documents due on or before the date of disbursement;

(n) [Intentionally omitted];

(o) Presentation of evidence of payment satisfaction, release, and release from all contractors or service providers that performed work for which Developer is requesting reimbursement in a form satisfactory to the City;

(p) Developer providing the City with reasonable evidence of sufficient financing for the Project.

(q) Such other documents as reasonably required by the City to evidence the transactions provided for herein.

Section 7. Insurance.

Developer shall obtain and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, comprehensive coverage insurance and other insurance coverage as may be required by the City. All insurance policies shall name the City as an additional insured or certificate holder. All insurance required hereunder shall be with a company or companies licensed to conduct business in the State of Illinois.

Section 8. Term.

Unless earlier terminated pursuant to Section 20 hereof, the term of this Agreement shall commence on the date of execution and end upon the satisfaction of the parties' obligations under this Agreement. The parties agree that the covenant prohibiting the protest of assessed valuation of the property set forth in Section 2(f) above, shall survive the agreement and shall bind the Developer's heirs, successors, assigns and legatees.

Section 9. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project.

Section 10. No Discrimination.

The Developer for itself and its successors and assigns agrees that, in the development of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer

agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause. Notwithstanding the foregoing, the Developer shall be entitled to employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.

Section 11. Waiver.

Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

Section 12. Assignment.

This Agreement may not be transferred or assigned by the Developer without the prior written consent of the City. Any such consideration or consent to a transfer or assignment shall be at the sole discretion of the City. No such assignment shall be deemed to release the Developer of its obligation to the City unless the City specifically consents to such release, which it is under no obligation to do.

Section 13. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 14. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the fifth (5th) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Oliver Emerson Sr
Oliver Emerson Development LLC
2205 S. Perryville Road
Rockford, IL 61108

To the City:

City of Rockford
Attention: Community and Economic Development Director
425 E. State Street
Rockford, IL 61104

With a copy to:

Oliver Emerson Jr

With a copy to:

City of Rockford

2205 S. Perryville Road
Rockford, IL 61108

Legal Director
425 E. State Street
Rockford, IL 61104

Section 15. Successors and Assigns.

The terms, conditions and covenants set forth in this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the City and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed.

Section 16. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 17. Memorandum.

Either party, at its sole expense, may record this Agreement in the Office of the Recorder of Deeds, Winnebago County, Illinois.

Section 18. Default. The occurrence of any of the following acts, events, or conditions shall constitute a default under this Agreement, and following the notice and right to cure as expressly provided in this Agreement, shall, if uncured as provided below, constitute an event of default ("Event of Default") hereunder and under the other Loan Documents:

(a) failure to obtain a final Certificate of Occupancy within 24 months from financial closing of execution of this Agreement;
(b) Failure to secure full financing for th eProject and complete the financial closing for the Project within 12 months from the execution of the agreement.

(b) any breach of or failure to comply with any term or condition of this Agreement or the Loan Documents;

(c) any transfer or assignment in violation of Section 12 hereof;

(d) any filing by Developer, or on behalf of Developer, of a petition in bankruptcy or for an arrangement, reorganization, or any other form of debtor relief, or the filing of such petition against Developer;

(e) the entry of a decree or order for the appointment of a trustee, receiver or liquidator for Developer, or Developer's property which is not discharged within thirty (30) days;

(f) Developer commencing any proceeding for dissolution or liquidation, or, if not discharged within thirty (30) days, the commencement of such proceeding against Developer;

(g) Developer making an assignment of all, or substantially all, of its assets for the benefit of its creditors, or admitting in writing its inability to pay its debts generally as they become due;

(h) Developer failing to satisfy and pay any final judgment, order or decree for the payment of money rendered against it, or the filing against Developer of an attachment, execution or other judicial seizure of any portion of Developer's assets; or

(i) Developer making any written representation to the City which is materially false or misleading when made.

Developer agrees to give the City prompt written notice of any Event of Default.

The City's declaration of an Event of Default hereunder shall be made by notice to Developer pursuant to Section 14 of this Agreement and shall be effective as provided therein.

Section 19. Notice and Cure. The City shall give Developer written notice of any alleged default, in accordance with the provisions of this Agreement, and Developer shall have the following periods to cure such default:

(a) as to any default which materially, adversely affects or impairs any of the City's rights under the Loan Documents, there shall be no cure period;

(b) as to any act or occurrence constituting a default under Sections 18(c), 18(d), or 18(i), except as provided in Section 19(a) above, the cure period shall be ten (10) days; provided, however, that if such cure cannot be completed within such ten (10) day period through the exercise of diligence, Developer shall commence the required cure within such ten (10) day period and thereafter continue the cure with diligence and complete the cure within sixty (60) days following Developer's receipt of the notice; and

(c) as to any act or occurrence constituting a default under other paragraphs of Section 18 where no specific cure period is set forth, and except as provided in Section 19(a) or (b) above, the cure period shall be thirty (30) days; provided, however, that if such cure cannot be completed within such thirty (30) day period through the exercise of diligence, Developer shall commence the required cure within such thirty (30) day period and thereafter continue the cure with diligence and complete the cure within sixty (60) days following Developer's receipt of the notice.

Section 20. Rights Upon Default.

(a) If any Event of Default shall occur, the City may declare all amounts owed under the Loan Documents immediately due and payable, including all disbursed Forgivable Loan funds,

without further demand or notice, and/or exercise its rights and remedies under the Loan Documents and applicable law.

(b) The City's failure to enforce any default shall not constitute a waiver of the default or any subsequent default.

(c) In addition to any other rights or remedies, the City may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the City shall institute legal action against the Developer because of a default of this Agreement, the City shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(d) The rights and remedies of the City are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the Developer.

(e) If the City is in default of this Agreement, the Developer shall provide the City with a written statement setting forth the default. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. In addition to any other rights or remedies, the Developer may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. In the event the Developer shall institute legal action against the City because of a default of this Agreement, the Developer shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 21. Books and Records. The City, or its authorized representative, shall have reasonable access upon two (2) business days' prior written notice, to the books and records of Developer, to conduct a confirmatory examination of Developer books and records. Said examination shall be at the City's expense unless Developer's statements are found to contain significant errors, in which case the confirmatory examination will be at Developer's expense.

Section 22. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 23. Signs.

The City may erect a sign of reasonable size and style in a conspicuous location on the Subject Property during the development of the Project indicating that the City provided tax increment financing to assist the Project.

Section 24. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 25. Time is of the Essence.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 26. Choice of Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Winnebago County, Illinois.

Section 27. Cooperation and Further Assurances.

The parties covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts as may be reasonably required to carry out the terms, provisions and the intent of this Agreement. The City agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary governmental approvals for the Project. The City shall further promptly process and consider reasonable requests of the Developer for relief or variances from any City ordinances, applicable building permits, or other permits necessary for the construction of the Project.

Section 28. Repealer.

To the extent that any ordinance, resolution, rule, order or provision of the Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rockford, Illinois.

Oliver Emerson Development, LLC

By: _____, Member
Oliver Emerson Jr, Member

CITY OF ROCKFORD, ILLINOIS
A Municipal Corporation

By: _____
Mayor

ATTEST:

_____
City Legal Director

EXHIBIT A

Project Narrative

EXHIBIT A

The Project is a residential rehab consisting of 23 market-rate apartments and residential amenities including fitness center.

EXHIBIT B

Legal Description of Property

EXHIBIT C

Redevelopment Project Cost Categories

EXHIBIT C

Redevelopment Project Cost Categories

For purposes of this Agreement, the "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act and this Agreement, including:

- Land acquisition.
- Demolition.
- Site preparation.
- Rehabilitation, reconstruction or repair or remodeling of existing public or private buildings.
- Landscaping, parking lot construction, utility relocation.
- Architectural and engineering costs.
- Thirty percent (30%) of the interest, based on a commercially reasonable amortization schedule, on a loan secured to pay for the construction of the Project.
- Legal fees.

STATE OF ILLINOIS)
) *SS*
COUNTY OF WINNEBAGO)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago and Ogle Counties, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 4th day of October 2023 there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. **2023-197-O** and said resolution was so published on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 4th day of October 2023.

[SEAL]
CITY OF ROCKFORD
WINNEBAGO COUNTY, IL

LEGAL DIRECTOR AND *EX OFFICIO*
KEEPER OF THE RECORDS AND SEAL

NOM/cb Committee report passed: 10/2/23

ORDINANCE NO. 2023-197 - O

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD, WINNEBAGO COUNTY AND OGLE COUNTY, ILLINOIS, THAT:

By passage and approval of this Ordinance, the Mayor and Legal Director are hereby authorized to approve and execute the attached Purchase Agreement between City of Rockford and Oliver Emerson Development, LLC for the purchase of the building at 215 South Madison (Watch Factory) for $55,000, the appraised value of the property.

On September 7 2021, the City Council of Rockford passed Resolution 2021-201-R declaring the city-owned parcel at 215 South Madison as surplus and authorized it to be placed up for sale by city staff pursuant to 65 ILCS 5/11-76-4.1. City staff placed the parcel for sale in accordance with the procedures set forth in Sec. 76-4.1 and Resolution 2021-201-9. The property was published for sale in the local newspaper and an MAI appraisal was completed. The appraised value of the property is $55,000. The MAI appraisal is available for inspection in the Department of Law.

The sale of the property is necessary to provide site control that will allow the private developer to invest in completed market studies, engineering, and architectural services of a comprehensive master redevelopment of the property.

The corporate authorities of the City of Rockford have determined that it is in the best interest of the municipality to accept and enter into the Purchase Agreement.

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

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

AYES: DURKEE, FROST, TORINA, PRUNTY, WILKINS, HOFFMAN, ROSE, BEACH, BARRIOS, MEEKS, BAILEY, BONNE

NAYS: _____

ABSENT: LOGEMANN, TUNEBERG

ABSTAIN: _____

APPROVED: October 4, 2023.

MAYOR

ATTESTED:

LEGAL DIRECTOR

PASSED: 10/2/23 **APPROVED:** 10/4/23 **PUBLISHED:** 10/4/23

ATTESTED and **FILED** in my office this 4th day of October, 2023, and published in pamphlet form this 4th day of October, 2023 by order of the City Council of the City of Rockford, Illinois.

Legal Director and ex officio
Keeper of the Records and Seal

CITY OF ROCKFORD
WINNEBAGO COUNTY, IL

RECOMMENDED AND
APPROVED BY:

NICHOLAS O. MEYER, Legal Director

PURCHASE AND SALE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made as of November ___, 2023 (the "Effective Date") by and between the City of Rockford, as seller (the "Seller") and Oliver Emerson Development, LLC, an Illinois limited liability company, and/or its assigns, as buyer (the "Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

I. Purchase and Sale of Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right, title, and interest in and to the following property (collectively, the "Property"):

A. Real Property. The real property commonly known as the "Rockford Watch Factory," located in the City of Rockford, Illinois, further described on the attached Exhibit A and commonly known as 215 S. Madison St. PIN 11-23-361-004 (the "Land") together with (1) all buildings and improvements constructed or located on the Land (the "Buildings") and (2) all easements and rights benefiting or appurtenant to the Land (collectively the "Real Property");

B. Personal Property. All personal property owned by Seller and affixed to or used for the operation of and located on the Real Property (the "Personal Property");

C. Intangible Property. All intangible property owned by Seller and used in connection with the Real Property (collectively, the "Intangible Property"), including, but not limited to, warranties and guarantees benefiting Seller or the Real Property and related to the operation and maintenance of the Real Property (the "Warranties"), licenses, permits, and governmental approvals, and any contracts which Buyer elects to assume at Closing;

D. Plans. All originals and copies of the as-built blueprints, plans and specifications regarding the Real Property, if any (the "Plans").

E. Leases. All leases or rental agreements with respect to the Real Property which Buyer elects to assume at Closing (the "Leases").

II. Purchase Price and Manner of Payment. The purchase price (the "Purchase Price") for the Property shall be Fifty-Five Thousand and 00/100 Dollars ($55,000.00). Within five (5) business days of acceptance of this Agreement as evidenced by execution and delivery of this Agreement by Seller to Buyer, Buyer will make a deposit with Title Underwriters Agency (the "Title Company") in the amount of Five Thousand five hundred and 00/100 Dollars ($5,500.00) (the "Deposit"). Except as otherwise provided in this Agreement, the Title Company shall hold the Deposit for the benefit of Buyer and Buyer shall be entitled

to all interest earned on such amounts from the date of the deposit until the Closing (defined herein). At Closing, Buyer shall receive a credit applicable to the Purchase Price in the amount of the Deposit. The Purchase Price, less the Deposit, shall be payable in cash or by wire transfer of U.S. Federal Funds on the Closing Date.

III. Due Diligence Period. Buyer shall have until 5:00 p.m. Central Time on the date which is three hundred and sixty-five (365) days following the Effective Date, (the "Due Diligence Period"), to determine, in Buyer's sole and absolute discretion, whether it is feasible to acquire the Property. Buyer may terminate this Agreement for any or no reason prior to expiration of the Due Diligence Period and obtain a refund of the Deposit. The Buyer may, at its option, request to extend the Due Diligence Period by ninety days (90). Buyer's option to extend the Due Diligence Period must be made in writing no later than thirty (30) days prior to the expiration of the Due Diligence Period and must be approved by the City.

A. Inspections. During the Due Diligence Period, Buyer, its employees and agents (collectively, the "Buyer's Representatives") shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon prior notice to Seller, to make such inspections, surveys and tests as may be necessary in Buyer's discretion, including, without limitation, soils tests, environmental studies, toxic waste analysis, geological studies, engineering studies, archeological studies and land use or related studies. Buyer and Buyer's Representatives shall use reasonable care and consideration in connection with any of its inspections or tests, and Seller shall have the right to be present during any inspection of the Property by Buyer or Buyer's Representatives. Buyer shall restore the Property to its original condition after any and all tests or inspections. Buyer shall have the right, with Seller's prior approval, which such approval shall not be unreasonably withheld, conditioned, or delayed, to perform invasive testing of the Property or any portion thereof, including, without limitation, any boring of the Property in connection with an environmental audit or otherwise. Buyer shall indemnify, protect, defend (with counsel chosen by Buyer) and hold Seller free and harmless from and against any and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, liens (including, without limitation, mechanic's liens), or expenses of any kind or nature whatsoever (collectively, the "Claims"), arising out of or resulting from any entry or activities upon the Property by Buyer or Buyer's Representatives.

B. Documents and Materials. On or before ten (10) days from the Effective Date, Seller shall deliver or make available to Buyer for Buyer's review and approval during the Due Diligence Period copies of the following: (i) the Warranties and plans and specifications regarding the Real Property, if any, (ii) all environmental, engineering and soil, and zoning reports, (iii) title reports and policies, surveys, maps, tax bills and statements, and (iv) other instruments and documents relating to the Property, in each case which are in its possession and control, and all other documents and materials related to the operation or ownership of the Property which Buyer may reasonably request in writing (collectively, the "Documents and Materials").

C. Approvals. During the Due Diligence Period, Buyer or Buyer's Representatives may prepare development plans and may enter into discussions with respect to development agreements, approvals and entitlements, grants or tax credits (collectively, the "Approvals") with governmental entities and agencies, quasi-governmental entities, and appropriate private entities having jurisdiction or control over the Property and potential development of the Property, all for Buyer's contemplated use of the Property. Seller shall cooperate, at no cost to Seller, with Buyer in the application and negotiation of any and all documents required for Buyer's Approvals. Notwithstanding the foregoing, during the Due Diligence Period, Buyer shall not be entitled to formally apply for any Approvals or otherwise enter into any non-terminable or binding agreement with respect to the Approvals without the prior written consent of Seller, which may not be unreasonably withheld, conditioned, or delayed.

D. Development Agreement. The parties agree to enter into good faith negotiations with respect to a development agreement.

1. The parties anticipate that the terms of the development will include, but not limited to:
   i. 100% pay as you go Tax Increment Financing from a new Tax Increment Financing District
   ii. $1,200,000 in additional up-front gap financing.
   iii. Seller will be responsible for any costs associated with the property being included in a new or amended redevelopment plan and project area in accordance with the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq.
2. Seller's obligation is contingent upon Buyer demonstrating ability to obtain funding for the property.
3. Such new or amended redevelopment plan and project area or development agreement shall be subject to approval of the Seller (the "Corporate Authorities").
4. Said approval shall be at the sole discretion of the Corporate Authorities who are under no obligation to establish a new or amended redevelopment plan area or development agreement pursuant to this Agreement.
5. Re-plat of property will take place during the development agreement process.

E. Financing. During the Due Diligence Period, Buyer may elect to secure financing for the purchase of the Property on terms and conditions satisfactory to Buyer in its sole discretion. Buyer's approval and acceptance of such financing shall include all approvals and commitments by the lender of Buyer's choice to finance the Property upon terms and conditions satisfactory to Buyer, an appraisal satisfactory to the lender of Buyer's choice for the Property, and negotiation of all loan documents necessary or required by Buyer's lender in order to allow such funds to be available to Buyer at Closing.

F. Notice to Seller. Prior to the expiration of the Due Diligence Period, Buyer may deliver to Seller either (1) a notice confirming that it is satisfied with the Property, with such conditions as Buyer may need for acceptance of its due diligence of the Property, (an "Acceptance Notice"), or (2) a notice terminating this Agreement if Buyer determines that it is dissatisfied with any aspects of the Property or the feasibility of its ownership of the Property or with any of the Documents and Materials or for any or no reason (a "Termination Notice"). If Buyer fails to deliver either the Acceptance Notice or Termination Notice on or before the expiration of the Due Diligence Period, then this Agreement shall automatically terminate, the Parties shall have no further liabilities or obligations to each other except under those provisions which expressly survive termination of this Agreement and Title Company shall return the Deposit (with all interest earned thereon) to Buyer.

G. Buyer's Remedies. If Seller shall fail to comply with its obligations under this Section 3, Buyer's sole remedy shall be to give notice to Seller setting forth the alleged failure to comply, and unless Seller shall cure such failure within ten (10) days after such notice, Buyer shall have the right to terminate this Agreement and receive immediate return of the Deposit and the parties shall have no further rights or obligations with respect to this Agreement.

IV. Title and Survey. Within ten (10) days of the Effective Date, Buyer shall order from Title Company a current title insurance commitment (the "Commitment") for an ALTA Owner's Form Policy of Title Insurance ("Title Policy") together with copies of all underlying documents relating to the Schedule B exceptions (the "Underlying Documents"; collectively, with the Commitment, the "Title Commitment").

A. Buyer may, at Buyer's cost and expense, order a new survey of the Property (the "Survey") prepared by a registered land surveyor and complying with "Minimum Standard Detail Requirements" for ALTA/ASCM Land Title Surveys (2016) and including such Table A items as Borrower requests and containing such other matters as Buyer or Buyer's lender may reasonably request.

B. Buyer shall have ten (10) days following the date of receipt of both the Title Commitment and the Survey, whichever is later (the "Title Review Period") to give Seller and Title Company written notice ("Buyer's Title Notice") of Buyer's disapproval or conditional approval of any matters shown in the Title Commitment, the Underlying Documents or the Survey (collectively, the "Title Documents") except for the following "Standard Objections" which Buyer shall not be required to object to, and it shall be presumed that Seller shall cause to be satisfied or release at or before Closing: (a) standard exceptions which can be removed by Seller's title affidavit, (b) mortgages, other secured liens, and mechanic's or materialmen's' liens, and (c) real property taxes and special assessments to be prorated to Seller or paid by Seller at Closing in accordance with this Agreement. Seller shall respond to Buyer's Title Notice within ten (10) business days of Seller's receipt thereof indicating whether Seller elects to cure to Buyer's satisfaction the disapproved or conditionally approved title matters identified in Buyer's Title Notice ("Seller's Title Notice"). If Seller does not elect to

cure any disapproved or conditionally approved title matters, or if Buyer disapproves Seller's Title Notice, or if Seller fails to timely deliver Seller's Title Notice, then Buyer shall have the right, upon delivery to Seller and Title Company of a written notice, to either (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved, or (2) terminate this Agreement, in which event the Deposit shall be returned to Buyer and the parties shall have no further rights or obligations with respect to this Agreement except for those which expressly survive termination. If Buyer fails to give Buyer's Title Notice on or before the end of the Title Review Period, then Buyer shall be deemed to have approved the condition of title except for the Standard Objections, which Seller shall satisfy or release at or before Closing. Any title matters approved or deemed approved shall be referred to herein as "Permitted Encumbrances." If prior to Closing, a new matter affecting title is disclosed to Buyer, it shall have the same rights thereafter as set forth in this paragraph.

V. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on the earlier of (i) the date mutually selected by the parties; and (ii) thirty (30) days following the satisfaction of all of Buyer's contingencies set forth herein (the "Closing Date"). The Closing shall take place at the office of the Title Company in Rockford, Illinois (whether in person, by mail/email/overnight delivery).

A. Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver the following (collectively, the "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

B. Deed. A Warranty Deed conveying the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances.

C. Bill of Sale. A bill of sale with respect to the Personal Property.

D. Assignment and Assumption of Leases. An assignment and assumption of leases conveying all right, title and interest in and to the Leases to the Buyer.

E. Assignment of Contracts and Intangible Property. An Assignment of Contracts and Intangible Property conveying to Buyer all Seller's interest in the Intangible Property, together with the consent of all parties having a right to consent to such Assignment.

F. Seller's Affidavit and Gap Indemnity. A Title Company's standard gap indemnity and ALTA affidavit, in favor of the Title Company, in a form sufficient to cause the Title Company to remove the standard exceptions set forth in the Title Policy, including exceptions taken for mechanic's liens and rights of parties in possession.

G. Records, Files and Keys. To the extent not already delivered to Buyer, those records, files and original documents in Seller's possession relating to operations and maintenance (including, without limitation, any Warranties and any Certificate of Occupancy) and all keys, access codes and such other passwords in Seller's possession

related to access to the Property, provided that the parties agree to cooperate to deliver such items outside of escrow. Original copies of the Warranties and the Plans, if any.

H. FIRPTA Affidavit. A non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.

I. Illinois Documents. A Water Certification, evidence of bulk sales tax clearances from the State of Illinois, Winnebago County, and the City of Rockford, each if applicable.

J. IRS Form. A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

K. Transfer Tax Declarations. Information needed to allow Title to complete and file all necessary transfer tax documents on behalf of Seller and Buyer.

L. Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances.

VI. Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver the following (collectively, "Buyer's Closing Documents"):

A. Purchase Price. The Purchase Price, less the amount of the Deposit, by wire transfer of U.S. Federal Funds.

B. Title Policy. The Title Policy, or a suitably marked up Commitment for Title Insurance initialed by Title, in the form required by this Agreement.

C. Title Documents. Such affidavits of Buyer or other documents as may be reasonably required by Title in order to record the Seller's Closing Documents and issue the Title Insurance Policy.

D. Transfer Tax Declarations. Information needed to allow Title to complete and file all necessary transfer tax documents on behalf of Seller and Buyer.

VII. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

A. Title Insurance and Closing Fee. Seller will pay all costs of the Title Policy with extended coverage and a Gap Endorsement, and Survey. Seller will pay the fees charged by the Title Company for any escrow required regarding Buyer's Objections. Buyer will pay all additional premiums required for the issuance of any mortgagee's Title Policy required by Buyer. Seller and Buyer will each pay one-half of any reasonable and customary closing fee or charge imposed by any closing agent designated by the Title Company.

B. Real Estate Taxes and Special Assessments. General real estate taxes and installments of special assessments ("Taxes") assessed for all calendar years prior to the calendar year in which the Closing occurs shall be paid by Seller. Taxes payable in the calendar year of Closing shall be prorated and paid by Seller and Buyer as of the Closing Date based upon a calendar year. If the final bill for Taxes assessed for the year in which the Closing occurs or any prior year has not been issued as of the date of the Closing, Taxes for each such year shall be prorated at Closing on the basis of 110% of the last full-year real estate tax bill.

C. Transfer Taxes. Seller shall pay the amount of the transfer tax imposed by the State and County. Buyer shall pay the amount of transfer tax imposed by the City of Rockford, if any. At Closing, each party shall sign and deliver all required transfer tax declarations.

D. Recording Costs. Buyer will pay the cost of recording the Deed, and Seller shall pay the costs of all other documents necessary to place record title in the condition warranted and requested by Seller in this Agreement.

E. Attorneys' Fees. Each of the parties will pay its own attorneys' fees.

VIII. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. However, Seller shall execute no contracts, leases or other agreements regarding the Property during the Executory Period that are not terminable on or before the Closing Date, without the written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

IX. Representations and Warranties by Seller. Seller represents and warrants to Buyer the following are true now and will be true at the Closing Date:

A. Title to Real Property. Seller owns the Real Property, free and clear of all encumbrances except, as shown on the Title Commitment.

B. Leases. There are no leases or possessory rights of others regarding the Real Property.

C. Contracts. Any contracts in effect regarding the Property are terminable on or before the Closing Date.

D. Assessments. Seller has received no notice of actual or threatened special assessments or reassessments of the Real Property.

E. Environmental Laws. To Seller's best knowledge, Seller has disclosed all known toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "Hazardous Substance") that have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in or located on the Property, and any previous activities that have been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. To Seller's best knowledge, Seller has disclosed all known discharges, releases or threatened releases of Hazardous Substances from the Property. To Seller's best knowledge, there are no Hazardous Substances or conditions in or on the Property at concentrations that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. The Property is not now, and to the best knowledge of Seller never has been, listed on any list of sites contaminated with Hazardous Substances, nor used as landfill, dump, disposal or storage site for Hazardous Substances. Seller hereby represents to Buyer the Property has not been tested for radon or radon progeny.

F. Rights of Others to Purchase Property. Seller has not entered into any other contracts for the sale of the Real Property, nor are there any rights of first refusal or options to purchase the Real Property or any other rights of others that might prevent the consummation of this Agreement.

G. Seller's Defaults. Seller is not in default concerning any of its obligations or liabilities regarding the Real Property.

H. FIRPTA. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

I. Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or any portion of the Real Property.

J. Agents and Employees. No management agents or other personnel employed in connection with the operation of the Real Property have the right to continue such employment after the Closing Date. There are no claims for brokerage commission or other payments with respect to the existing Real Property, including leases which will survive and remain unpaid after the Closing Date.

K. Condition. Seller shall have an opportunity to conduct a final inspection at Closing and pending Buyer's satisfaction with the status of such inspection.

L. Storage Tanks. To the best knowledge of Seller after due inquiry, no above ground or underground tanks are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Property such storage tanks have been duly registered with all appropriate regulatory and governmental bodies and otherwise are in compliance with applicable Federal, state and local statutes, regulations, ordinances and other regulatory requirements.

M. Reports. Seller has delivered all of the Documents and Materials in Seller's possession, and to Seller's knowledge, the Documents and Materials delivered to Buyer are accurate, true, and complete.

X. Survival of Seller's Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement is made on the Effective Date; and (ii) shall be deemed remade by Seller, and shall be true in all material respects, as of the Closing Date. The representations and warranties of Seller contained in this Agreement shall survive the Closing for a period of two (2) years from and after the Closing Date (the "Survival Period"); provided, however, that Buyer must give Seller written notice of any claim Buyer may have against Seller for breach of any such representations and warranties, of which Buyer did not have knowledge prior to the Closing, prior to the expiration of the Survival Period. Any such claim which Buyer (i) had knowledge of at or prior to Closing, or (ii) may have which is not so asserted prior to the expiration of the Survival Period shall not be valid or effective, and Seller shall have no liability with respect thereto.

XI. Damage. If all or any part of the Property is substantially damaged by fire casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact and at Buyer's or Seller's option (to be exercised within thirty (30) days after Seller's notice), and Buyer or Seller may elect to terminate this Agreement, in which event neither party will have any further obligations under this Agreement, and the Deposit shall be refunded to Buyer. If Buyer or Seller fails to elect to terminate despite such damage, or if the Property is damaged but not substantially, Seller shall promptly commence to repair such damage or destruction and return the property to its condition prior to such damage. If such damage shall be completely repaired prior to the Closing Date as determined by Buyer in its reasonable discretion then there shall be no reduction in the Purchase Price and Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date but Seller is diligently proceeding to repair, then Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage after repair is completed; provided, however, Buyer shall have the right to delay the Closing Date until

repair is completed. If Seller shall fail to diligently proceed to repair such damage then Buyer shall have the right to require a closing to occur and the Purchase Price (and specifically the cash portion payable at the Closing Date) shall be reduced by the cost of such repair, or at Buyer's option, the Seller shall assign to Buyer all right to receive the proceeds of all insurance related to such damage and the Purchase Price shall remain the same. For purposes of this Section, the words "substantially damaged" mean damage that would cost $50,000.00 or more to repair.

XII. Condemnation. If eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty days after Seller's notice), and Buyer may elect to terminate this Agreement, in which event neither party will have further obligations under this Agreement, and the Deposit shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

XIII. Broker's Commission. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

XIV. Mutual Indemnification. Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation or maintenance of the Property for their respective periods of ownership, subject to Section 8 of this Agreement. Such rights to indemnification will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees) or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payment made by such party.

XV. Assignment. Buyer may assign its rights and obligations under this Agreement at any time to an entity that is related to, and/or controlled by, Buyer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

XVI. Survival. Except as otherwise expressly provided in this Agreement or in Seller's Closing Documents and Buyer's Closing Documents, any and all rights of action of either party for any breach by the other party or any representation, warranty, covenant or other obligation of such party contained in this Agreement shall merge with the Deed and other instruments executed at Closing and shall not survive Closing.

XVII. Notices. Any notice required or permitted hereunder shall be given (a) by personal delivery upon an authorized representative of a party hereto; (b) if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or (c) if deposited cost paid with a nationally recognized, reputable overnight courier; or (d) if sent via e-mail transmission, and deemed delivered on the date sent if sent before 5:00 p.m. Chicago time on a business day (provided that for an e-mail transmission to constitute a formal notice under this Agreement, the e-mail transmission must explicitly state that it is intended as a notice under this Agreement), in each case properly addressed as follows:

If to Seller:
City of Rockford
Community & Economic Development Director
425 E. State St.
Rockford, IL 61104

Copy to:
City of Rockford
Department of Law
425 E. State St.
Rockford, IL 61104

If to Buyer:
Oliver Emerson Development
2205 S. Perryville Rd. PMB 726
Rockford, IL 61108

XVIII. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

XIX. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change

this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

XX. Confidentiality. Seller and Buyer agree that each will not disclose the contents of this Agreement or any agreement contemplated hereby to any third parties without the consent of the other party, except as may be required to ensure compliance with any applicable laws, rules or regulations of any governmental authority having jurisdiction over such party. Nothing contained herein shall be construed as prohibiting either party from disclosing the contents of this Agreement on a confidential basis to its officers, directors, employees, affiliates, principals, shareholders, partners, members, lenders, investors, counsel, accountants, consultants and other agents.

XXI. Exclusive Dealing. Seller agrees that so long as this Agreement is in effect, Seller will not solicit or accept any offer or enter into any agreement for the Property, or any portion thereof, or any transaction regarding the Seller which would result in any sale, disposition or transfer of any portion of the Property.

XXII. Acceptance; Effective Date. This Agreement shall only become binding if Buyer and Seller shall deliver this Agreement fully executed to the other, otherwise this Agreement shall be void and of no force and effect. This Agreement shall be binding and of full force and effect as of the date of full execution hereof, and the "Effective Date" of this Agreement for time periods stated herein shall be the date written on the first line of this Agreement. Time is of the essence as to the provisions of this Agreement.

XXIII. Calculation of Dates. Whenever any time limit or date provided herein falls on a Saturday, Sunday, or legal holiday under the laws of the State of Illinois, then that date is extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "business day" as used in this Contract means any day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Illinois.

XXIV. Cooperation. Seller and Buyer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or Buyer's contemplated use and occupancy of the Property. Seller and Buyer each agree at any time or from time to time at the written request of the other to sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

XXV. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

XXVI. Controlling Law. This Agreement has been made under the laws of the State of Illinois, and such laws will control its interpretation.

XXVII. Default and Remedies. If Buyer defaults under this Agreement, Seller shall give written notice of such default to Buyer. If Buyer fails to cure such default within fifteen (15) days of the date of such notice, this Agreement will terminate, and upon such termination, Seller will retain the Deposit as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Deposit will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults, the purchase agreement and sale is terminated.

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Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

[City of Rockford]

By: _____
Name: Thomas P. McNamara
Title: Mayor

[Signatures continue next page.]

BUYER:

Oliver Emerson Development, LLC,
an Illinois limited liability company

By: [signature] /Member 11/29/23
Name: Oliver Emerson Sr
Title: Member

Rockford, Illinois Date: January 12th, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Codes and Regulations having received a request hereby begs leave to report recommending **approval** of the attached Forward Fun Initiative program including the allocation of $140,000 and an administrative special event permits for the program per the attached. The Legal Director shall prepare the appropriate resolution.

_____
Mark Bonne (Chair)

_____
Tamir Bell (Vice chair)

_____
Gabrielle Torina

_____
Aprel Prunty

_____
Janessa Wilkins

Committee Action Taken:

Bonne:	Ayes:___	Nays:____	Absent:____
Bell:	Ayes:___	Nays:____	Absent:____
Torina:	Ayes:___	Nays:____	Absent:____
Prunty:	Ayes:___	Nays:____	Absent:____
Wilkins:	Ayes:___	Nays:____	Absent:____

Memorandum

To: Codes and Regulations Committee

Cc: Mayor Thomas P. McNamara
City Administrator Todd Cagnoni
Aldermen and Alderwomen of the City of Rockford

From: Martin Bloom – Sr. Project Manager – Permits and Special Events

RE: 2026 Forward for Fun Initiative

Date: January 12th, 2026

Please find the attached program description for the Forward for Fun Initiative, a request for the allocation of $140,000 and an expedited special event permit process for multiple events throughout the city in partnership with Alderman and GoRockford. If approved by City Council, the goal is to partner with GoRockford functioning as the fiscal agent for the program.

The program goal is to create/support community events in all 14 wards of the City as part of our continued pandemic recovery efforts. The effort will promote the connection of residents following pandemic separation while supporting small businesses and entrepreneurs throughout the city.

General city rules for special events will be followed with the exception that individual events authorized through the program will not come back to Council for approval, but will receive approval through the program rules and approval form the ward alderman in which the event is located.

The funding source of the program is the Redevelopment Fund.

For*w*ard for Fun Initiative
Special Event Program – 2026

01.12.26

What:

- A grant program to fund community events in all 14 wards in the City of Rockford through direction and participation of the Ward Alderperson.
- Program began in 2022 funding 216 events since inception of program

Why:

- Creating and supporting ward-based events will provide new reasons for residents to connect with each other while creating new experiences and community events
- Allows for economic development using locally owned businesses

Goals:

- Neighbors and residents meet each other while discovering their own or new areas of the city
- Support local small businesses and entrepreneurs via their participation in events as vendors (e.g., food trucks, restaurants, artists, musicians, independent retail)
- Encourage fun and innovative uses of public and private spaces throughout city
- Create new events that could become annual community celebrations

Framework:

- Events should be open/welcoming to all to attend and occur in 2026
- Free admission strongly encouraged, although ticketed events allowed
- Collaborations and partnerships are encouraged
    - Wards may collaborate to plan larger events
- Intended for new events or enhancements to existing, not meant to subsidize existing
- Outdoor events encouraged
- Grant funding of up to $10,000 per ward (based on 140k in funding)
    - (final max amount will be total divided by 14 wards)
- Multiple events per ward could be funded (total not to exceed ward max)
- Each application needs to designate a Responsible Party (organizer) and have ability to receive/expend funds (e.g., nonprofit status, bank account)
- Avoid date overlap between these city-supported events
- Funded events shall not promote political or partisan positions, or religious beliefs
- City rules for special events apply (e.g., liquor license, pay sales tax for food/merch) with expedited administrative approval process
- City staff or elected officials shall not benefit financially from program

Aldermanic Involvement

- Approval of grant program via Council action
    - One council approval for program vs. each event being voted on
- Encouraged to be actively involved in soliciting ideas, vetting, planning
- Alderman shall provide written approval via email or signing the applications submitted to Advisory Panel
- Alderman may forward 1 or more applications to Advisory Panel
- Special Event Application including road closures, services, etc. would be approved by the City Administrator

Funding/Budget:

- Total of $140,000
    - $140,000 from City of Rockford

Application (easy, not long)

- To include: event name, description, date, times, high-level budget, partners/collaborators, intended audience, contact info, Aldermanic written approval/sign-off
    - GoRockford to develop in partnership with Public Works staff
    - Event applications submitted less than 30 days before the event date will be considered late and subject to a late fee, and forfeiture of permit fees being waived for the event. These fees must be paid prior to the release of any program funds.
    - Final determination will be made by the Forward for Fun Advisory Panel for any and all approvals. The Advisory Panel will determine if all the program guidelines have been followed.
    - All events will be required to submit a post event follow-up. This will be emailed out to the Event Coordinator after the event.
- **3-member advisory panel: reviews applications, processes paperwork, vets to ensure events meet requirements/goals.**

1. City Administrator
2. GoRockford staff representative
3. City of Rockford Public Works representative

City Role

- Draft Staff Report & Paperwork for Council Review/Approval
- Shepherd program through Council
- Appoint City Staff to review panel
- Assist in promotion via news conference, social media posts
- Approvals of Event Applications
- Assist in raising match funds
- Requests for any City Services (Police/Fire/Public Works) should be paid for out of Grant Award (or other funds) not via additional request for City funding/services

GoRockford Role

- Fiscal agent: receives funds from city, pass through, process payment to recipient, accounts for funds back to the City. Would not charge any overhead fee to manage.
- Manage application review process (with advisory panel)
- Assist in promotion via news conference, social media posts of application availability
- Market/promote the series of events, however individual events would have primary responsibility to promote their events
- Provide advisory service to events during planning

Example of Events

- Block parties
- Neighborhood celebrations
- Food festival
- Arts/cultural celebrations
- Music events/concerts
- Expand existing events

Historical use of funds by Ward

- Ward 1 - $32,500
- Ward 2 - $27,325
- Ward 3 - $35,000
- Ward 4 - $21,000
- Ward 5 - $39,500
- Ward 6 - $30,000
- Ward 7 - $39,000
- Ward 8 - $40,000
- Ward 9 - $37,000
- Ward 10 - $35,100
- Ward 11 - $40,000
- Ward 12 - $21,350
- Ward 13 - $35,500
- Ward 14 - $40,000
- **Total use of funding - $473,275**

Schedule/Timeline

- Refer to Committee – 01/05
- C&R – 01/12
- Council Action – 01/20

2022 Historical Data

Vendor	Event	Ward	Amount
The Element of Rockford	Downtown Open House	3 & 13	$ 2,000.00
Midway Village and Museum	Celebration of Innovation	1	$ 10,000.00
Patriots Gateway Community Center	Rockford Boxing Classic	3	$ 3,000.00
St. Stanislaus Kostka Church	Polishfest	5	$ 1,000.00
Jhoole	Inscape Midtown Celebration	11	$ 1,900.00
Concerned Citizens United for Self Improvement	Back to School Event	7	$ 1,000.00
Jefferson Ridge Neighborhood Watch	Jefferson Ridge Corn Boil	6	$ 920.00
Jefferson Ridge Neighborhood Watch	Jefferson Ridge Block Party	6	$ 720.00
Jefferson Ridge Neighborhood Watch	Jefferson Ridge Block Coffees	6	$ 350.00
	Jefferson Ridge refund		$ (502.46)
Jammers Pub, Inc.	Rockford Pride Month Kickoff Party	3	$ 500.00
317 Art Collective	Art's Happening Downtown	3	$ 500.00
Mexico Americanos Saliendo Adelante	Chowdown Food Truck Fest	10	$ 1,000.00
Mexico Americanos Saliendo Adelante	Cinco de Rockford	10	$ 1,000.00
Mexico Americanos Saliendo Adelante	Trunk or Treat on the Mile	10	$ 1,000.00
Mexico Americanos Saliendo Adelante	Tamale Fest	10	$ 2,000.00
House of God Church	3-on-3 Basketball Tournament	6	$ 1,459.97
House of God Church	Ward 13 block party	13	$ 2,328.91
Our Savior's Lutheran Church	Community Hope Fest	2 & 10	$ 5,675.00
Rockford Writers' Guild	Rockford Fringe Festival	3	$ 3,000.00
Keith Creek Neighborhood Association	Keith Creek Block Party	2	$ 1,000.00
Rockford Public Schools 205	Roosevelt School Block Party	7	$ 1,000.00
Rockford Park District Foundation	Cycle on 2nd	3	$ 1,000.00
Swedish Historical Society	Midsommar Fest	3	$ 500.00
Tinker Swiss Cottage Museum	Yoga in the Garden	5	$ 1,125.00
Soar Assembly	Soaring Back into School	5	$ 1,500.00
AF & AM Crusade	Juneteenth Kick-off	13	$ 4,900.00
El Barrio Community Center	11th Ward Parade & Festival	11	$ 10,600.00
The Wright Way Youth Program	Kickball for a Cure	7	$ 1,750.00
Oakley Ave Block Party	Oakley Ave. Block Party	13	$ 1,771.00
Rockford Art Museum	Greenwich Village Art Fair	3	$ 500.00
Miracle Mile Rockford		10	$ 2,200.00
International Women's Baseball Center	A League of Their Own 30th Anniversary Celebration	5	$ 2,800.00
Providence Baptist Church	PBC Community Health Fair	5	$ 1,500.00
Pilgram Baptist Church	Pilgram Church Anniversary Community Picnic	5	$ 1,000.00
West Side Association		7	$ 1,600.00
Lino's	4 Friday's in the 14th Ward	14	$ 10,500.00
Rockford Regional Hispanic Chamber of Commerc	8th Ward Multi-Cultural Fest	8	$ 10,000.00
En-V-US Entertainment	chess tournament	7	$ 2,000.00
Transform Rockford	Ken Rock Park 11th St Party	6	$ 500.00
Gyro House	West Side Git-Up	7	$ 1,100.00
NW Christian Community Development	Northwest Fest	9	$ 10,000.00
CURA Strategies	Southside Scene	5	$ 1,075.00
Rockford Public Schools 205	Roosevelt Fall Festival	7	$ 250.00
Conscious Coaching LLC	Trunk or Treat	7	$ 1,000.00
House of God Church	Thanksgiving Dinner	6	$ 125.00
Love & Loyalty MC	Christmas Giveback		$ 550.00
African-American Resource	5th Ward Kawanzaa	5	$ 4,302.49
Edgewater Neighborhood Association	Edgewater Neighborhood Holiday Party	12	$ 5,500.00
	Stroll on State 2023		$ 20,000.00
		2022 Total	**$ 140,499.91**

2023 Historical Data

Midway Village Museum	Roaring Twenties	1	$ 2,500.00
Midway Village Museum	Victorian Christmas	1	$ 3,500.00
Patriots Gateway Community Center	Rockford Boxing Classic 2023	3	$ 3,500.00
BloomBuildingLives	Jazz on the Riverfront	3	$ 500.00
Swedish Historical Society	Midsommar Fest	3	$ 500.00
The Element of Rockford	Great Downtown Open House	3	$ 2,000.00
Think Big Corporation	Think Big	3	$ 500.00
Positive Reflections Community	Holly Jolly Community Christmas	3	$ 400.00
Ethnic Heritage Museum	South Main Mercado	5	$ 2,500.00
American Legion	Vets Rock the Block	5	$ 500.00
African-American Resource Center Booker	Nightmare on Kent	5	$ 1,000.00
International Women's Baseball Center	Women's National Baseball League	5	$ 1,000.00
Pilgram Baptist Church	Jazz on the Lawn	5	$ 1,000.00
Comprehensive Community Solutions Inc.	Back to School Bash	5	$ 2,000.00
House of God Church	6th Ward Summer Camp	6	$ 2,000.00
West Side Association	West Side Reunion	7	$ 1,000.00
The Wright Way Youth Program	Kickball for a Cure	7	$ 1,850.00
Edge Community Fellowship	Sizzlin' Summer Family Fun Concert Fest	7	$ 1,500.00
Conscious Coaching LLC	Truck or Treat	7	$ 2,000.00
Rockford Regional Hispanic Chamber	8th Ward Multi-Cultural Fest	8	$ 12,000.00
Miracle Mile Rockford	815 Day	10	$ 1,000.00
El Barrio Community Center	11th Ward Parade & Festival	11	$ 10,000.00
Edgewater Neighborhood Association	Oxford Park 4th of July Bike Parade	12	$ 500.00
Edgewater Neighborhood Association	Oxford Park 4th of July Bike Parade- extra	12	$ 200.00
Washington Park Christian Church	13th Ward Park Fest	13	$ 2,500.00
Kingdom Authority	Splash N Play	13	$ 2,500.00
	Pro Construction	13	
	Back to School	13	
Lino's	Italian Fest	14	$ 10,000.00
Rockford Norwegian. LTD	Sno Market	1, 2, 3, 9, 12	$ 17,000.00
Icon Studios LLC	Prelude to L1F3	3 & 7	$ 3,000.00
African-American Resource Center Booker	Kwanzaa Celebration	5, 6	$ 3,500.00
River District	2024 Beats & Bites		$ 23,205.00
		2023 Total	**$ 115,155.00**

2024 Historical Data

Murphy's Pub & Grill	Celebrate our Troops	1	$ 10,000.00
Boys & Girls Club of Rockford	London Ave. Block Party	2	$ 1,500.00
Edgebrook Ltd Partnership	815 Day Concert	2	$ 1,400.00
Irish Marching Society	St. Patrick's Day	3	$ 1,000.00
LIAM Foundation	Rockford Area Pride Parade	3	$ 500.00
Ken-Rock Community Center	Ken-Rock Community Center	3	$ 1,000.00
Positive Reflections Foundation	Summertime Fun Day	3	$ 500.00
Patriots Gateway Community Center	Rockford Boxing Classic	3	$ 3,500.00
Lisa's Little Rescue, NFP	Animal Rescue Expo	3	$ 500.00
Rockford Park District Foundat	Cycle on 2nd	3	$ 250.00
Rockford Norwegian. LTD	Sno Market	3	$ 500.00
Ethnic Heritage Museum	South Main Mercado	5	$ 3,000.00
Jefferson-Horton American Legion Post 3	Vet's Rock the Block	5	$ 1,500.00
CURA Strategies	Southside Scene	5	$ 1,075.00
A Ministry of Restoration	Stateline Community Backpack Giveaway	5	$ 1,000.00
African-American Resource Center Booker	Bookerfest	5	$ 1,000.00
Providence Baptist Church	Community Mural Reveal	5	$ 1,425.00
Comprehensive Community Solutions Inc.	Back to School	5	
House of God Church	Life Fest	6	$ 1,565.00
Cleta's Stay and Sew	C&S Fashion Show	6	$ 2,000.00
African-American Resource Center Booker	Kwanzaa Celebration	6	$ 3,075.00
Miracle Revival Outreach	Orton Community Christmas Party	6	$ 500.00
Avivamiento de Amor- Rockford	Hope for Christmas	6	$ 1,840.00
Northwest Community Center	Thrive Fest	7	$ 3,000.00
Concerned Citizens United for Self Impr	Community Book Giveaway	7	$ 1,500.00
The Wright Way Youth Org	Kickball for a Cause	7	$ 500.00
Total Faith Development, Inc.	Back to School Rally	7	$ 1,500.00
Conscious Coaching LLC	Trunk or Treat	7	$ 2,500.00
Rockford Regional Hispanic Chamber	8th Ward Multi-Cultural Fall Fest	8	$ 10,000.00
Voices of Inspiration	Keep our Kids Warm	9	$ 7,500.00
Miracle Mile Rockford	Easter Egg Hunt	10	$ 195.00
Miracle Mile Rockford	815 Day Kindness Project	10	$ 2,000.00
Life Decisions	815 Fun Fair	10	$ 5,000.00
Empowering Word Christian Center	Back 2 School Xrtraveganza	10	$ 1,000.00
Artists' Ensemble Theater	Utter Nonsense	10	$ 400.00
Kingdom Authority	Splash N Play	12	$ 2,000.00
West Gateway Coalition	Juneteenth	12	$ 500.00
Olympic Tavern, Inc.	Picklefest	12	$ 2,000.00
Love & Loyalty MC	Veterans Ball	12	$ 750.00
The Logsdon Group	Dunbar Place Block Party	12	$ 500.00
Olympic Tavern, Inc.	Picklefest	12	$ 500.00
Edgewater Neighborhood Association	Edgewater Neighborhood Holiday Party 2024	12	2,500.00
Inner City Reconstruction Group	Juneteenth	13	$ 1,000.00
T.A.B.S. Property Investors Inc.	Fashion Show	13	$ 1,000.00
Washington Park Christian Church	Park Fest 2024	13	$ 2,500.00
River District Association	Santa Hop	13	$ 1,250.00
Hello Beauti LLC	Small Business Block Party	14	$ 1,450.00
Stumpy's Pub	Stumpy Fest	14	$ 1,000.00
Lino's	Pizza & Progress (in 2025)	14	$ 6,500.00
LC Barber Studio	Trunk or Treat	10, 14	$ 1,550.00
El Barrio Community Center	11th Ward Parade & Festival	2, 4, 6, 11	$ 18,250.00
Montford Point Marine Assoc. Chapter 41	Remember Our Fallen Heroes	3, 13	$ 750.00
River District Association	Spook the Blocks	3, 13	$ 1,000.00
City of Rockford - Alderman Frost 2024 allocation to	St. Patrick's Day	4	$ 10,000.00
River District Association	2025 Beats & Bites	13	11,700.00
		2024 Total	**$ 140,425.00**

2025 Historical Data

Fellowship of Christian Athletes	Fellowship of Christian Athletes	1	2,500.00
Patriots Gateway Community Center	Rockford Boxing Classic	2	5,000.00
River District	Spook the Blocks	2	1,500.00
City First Church	Christmas Hope	2	1,000.00
27 Aluna	Rockford Anthology Launch Party	2	500.00
By Any Dreams Necessary Group LLC	RISE Teen Summit	2	500.00
Rockford Fire Fighters Union	Rockford Fire Fighters Mini Putt	3	$ 750.00
Swedish Historical Society	Midsommar Festival	3	$ 1,500.00
Carribean Carnival Assoc	Caribbean Carnival	3	$ 500.00
South Main Mercado	South Main Mercado	3 (via ward 5)	$ 1,000.00
Concius Coaching	Alzheimers Awareness	3	$ 1,000.00
YANA Mental Health Trauma Suicide Prev	Love in Action	3	500.00
Think Big Corporation	Food Court & Rockford Day	3	1,500.00
Zammuto's	Zammuto's 100 years of Chillin & Churnin	5	$ 1,000.00
Rockford Park District	Live at Levings 815	5	$ 1,000.00
Swedish Historical Society	Midsommar Festival	5	$ 1,000.00
Jefferson-Horton American Legion	Vet's Rock the Block	5	$ 1,000.00
Halloween Celebration	Halloween Party	5	$ 1,000.00
Booker Washington Center	Kwanzaa Celebration	5	$ 1,500.00
Luxe Link Business Solutions	Konquer the Mic	5	1,500.00
St. Stanislaus Kostka Church	Polishfest	5	1,000.00
Rockford University	African Fair	6	1,000.00
Booker Washington Center	Oral History Project	6	4,000.00
	Christmas Hope	6	100.00
House of God Church	6th Ward Community Garden Tea Party	6	1,949.83
House of God Church	Brooke Road Outdoor Art & Music Festival	6	1,950.00
Sigma Gamma Rho Sorority	Swim 1922 Water Safety Clinic add'l funding	6	500.00
Northwest Community Center	Thrive Fest: A Balanced Life	7	$ 1,000.00
CITIED Foundation	Love Your Health Community Wellness	7	$ 2,800.00
Taylor St. Assoc	Community Block Party	7	$ 1,000.00
Concerned Citizens United for Self Impr	Community Picnic & Book Bag Giveaway	7	1,000.00
Total Faith Development, Inc.	Back to School Rally Book Bag Giveaway	7	1,000.00
The Wright Way Youth Org	Kickball for a Cause	7	2,400.00
West Side Association	Westside End Reunion	7	$ 800.00
Rockford Regional Chamber of Commerce	8th Ward Fall Fest	8	$ 10,000.00
NW Christian Community Development Corp	Comic Start-up	9	10,000.00
Miracle Mile Rockford	Non-Profits & Local Businesses Collab	10	2,000.00
Concoius Coaching	Alzheimers Awareness	10	500.00
Miracle Mile Rockford	Collaborating for our District	10	$ 2,000.00
Veteran's Drop in	Grand Re-Opening	11	$ 4,000.00
Rockford Regional Chamber of Commerce	11th Ward Parade & Festival	11	$ 5,250.00
Love & Loyalty MC	Veterans Ball	12	$ 1,500.00
Dunbar Place	Neighborhood Connections	12	$ 500.00
Olympic Tavern, Inc.	Tour de North End	12	3,500.00
River District Association	2025 Beats & Bites	13	11,700.00
Positive Reflections Foundation	Annual Community Day	13	500.00
Conscious Coaching LLC	815 Taste of the Leaf	13	500.00
State of The Mind Institute	Fatherhood Field Day	13	1,500.00
Sigma Gamma Rho Sorority	Swim 1922 Water Safety Clinic	13	300.00
AF & AM Crusade	Rise & Shine	13	1,000.00
The Park Church	Park Fest 2025	13	1,500.00
IndigoRKFD	Female Energy Festival	13	$ 350.00
Linos	Groovy Thursday's on the Great Lawn	14	$ 8,500.00
Hello Beauti LLC	3rd Annual Small Business Block Party	14	1,500.00
TheBaddieSorority LLC	Rotten Peach Fest	2, 11, 12, 13	1,650.00
River District Association	Spook the Blocks	2, 13	750.00
Rockford Caribbean Carnival NFP	Caribbean Carnival	3 & 13	1,000.00
Swedish Historical Society	Midsommar Fest	3 & 5	$ 2,500.00
La Onda NFP	South Main Mercado	3, 5, 10, 13	$ 5,000.00
Miracle Mile Rockford	815 Easter Egg Hunt	6 & 10	1,000.00
		2025 Total	**$ 124,749.83**

Council Rooms, City of Rockford

January 20, 2026

By Alderman Bonne, on behalf of the Code and Regulation Committee:

WHEREAS, ROCKFORD FOR FUN INITIATIVE has been submitted as a request for Special Event Programs and Permits;

WHEREAS, the effort will promote the connection of residents following pandemic separation while supporting small businesses and entrepreneurs throughout the city;

WHEREAS, the program goal is to create/support community events in all 14 wards of the City as part of our pandemic recovery efforts;

WHEREAS, staff reviewed the request and approved the same subject to further administrative approval of each event.

THEREFORE, BE IT RESOLVED that City Council of City of Rockford, Winnebago County, Illinois approve the request for the Special Event Program and associated events for the Forward for Fun Initiative as follows:

The Forward for Fun Initiative must comply with the Program rules as attached and any conditions of approval placed upon the individual event permits at the time of each event.

That Staff is authorized to administratively issue special event permits consistent with the Forward for Fun Initiative and the Special Events Ordinance.

That $140,000 shall be allocated and for multiple events throughout the city in partnership with Aldermen and GoRockford for direct event expenses as the fiscal agent for the Forward for Fun Initiative.

For the purposes of insurance, and any event using public property or right-of-way, this approval shall be considered a lease of such facilities for a nominal consideration

Committee action taken: January 12, 2026

Council Rooms, City of Rockford

2026- -R

Rockford, Illinois

Date: January 20, 2026

By Alderman Bonne, on behalf of the Code and Regulation:

BE IT RESOLVED by the City Council of the City of Rockford:

That the Mayor and Legal Director are hereby authorized to execute a Release and Settlement Agreement in the matter of **ISAAC CORNELIUS FRICKS, SR. vs. OFFICER BRIAN PRINE, Case No: 22-CV-50410 (N.D. IL)**. In exchange for a dismissal of all pending claims against Officer Brian Prine, **ISAAC CORNELIUS FRICKS, SR.** shall receive a payment in the amount of $32,000.00 from the City of Rockford, Illinois. Said amount shall be distributed according to the terms negotiated by the parties in the Release and Settlement Agreement. By execution of the Release and Settlement Agreement, the City of Rockford and the individual defendant do not admit liability or fault for the underlying claims in Case No: 22-CV-50410 (N.D. IL).

ADOPTED by the City Council of the City of Rockford, Illinois this 20th day of January, 2026.

ADOPTED by the Mayor of the City of Rockford, Illinois this ____ day of January, 2026.

_____

Thomas P. McNamara, Mayor
City of Rockford, Illinois

ATTEST:

_____

Angela L. Hammer, Legal Director and
Ex Officio Keeper of the Records and Seal of the
City of Rockford, Illinois

Ayes:

Nays:

Absent:

Sarah Leys
Director
Community and Economic
Development Department

MEMORANDUM

To: Alderman Kevin Frost, Chair
Finance & Personnel Committee

From: Andrea Hinrichs, Housing and Program Manager
Community & Economic Development Department

Date: January 7, 2026

Re: Homeowner Assistance Fund Home Repair Program/Amendment of Grant Agreement

The Community and Economic Development Department is seeking approval to execute all legal documentation related to accepting an additional amount (up to $549,000) from the Illinois Housing Development Authority (IHDA) Homeowner Assistance Fund Home Repair (HAFHR) program.

Timeline:

- 12/15/2023: IHDA HAFHR grant agreement executed for $1,425,000 (21 homes)
- 1/16/2025: Amendment increasing the grant $1,035,000 (14 more homes)
    - Amended grant amount: $2,460,000 (35 total homes)

Accepting an amount up to $549,000 amends the total grant amount (not to exceed $3,009,000).

Accomplishments as of January 6, 2025:

- 30 homes rehabilitated/completed
- 8 more agreements executed/rehabilitation work underway

Allowable costs for the additional funds: Administration (maximum of 15%) and housing rehabilitation (up to $60,000 per property).

The additional funds will rehabilitate approximately 8 more single-family owner-occupied homes; owners having an income at or below 150% AMI, which is as follows:

Household Size 1	Household Size 2	Household Size 3	Household Size 4	Household Size 5	Household Size 6	Household Size 7	Household Size 8
$104,200	$104,200	$116,950	$129,900	$140,300	$150,700	$161,100	$171,500

Attached is the following:

- Resolution Authorizing an Amendment
- Officer's Certificate and Certificate of Incumbency

425 East State Street; Rockford, Illinois 61104-1068
(779) 348-7162 NDHousing@RockfordIL.gov **www.rockfordil.gov**

City of Rockford
RESOLUTION AUTHORIZING AN AMENDMENT UNDER
IHDA Homeowner Assistance Fund Home Repair Program ("HAFHR").
PID#52493

WHEREAS, the Illinois Housing Development Authority (the "Authority") did issue to the City of Rockford (the "Grantee") a grant (the "Grant") from the Homeowner Assistance Fund Home Repair Program (the "Program"), and the Authority and Grantee did enter into an agreement dated December 15, 2023 (the "Agreement") wherein the Grantee agreed to perform Program services in return for the Grant; and

WHEREAS, the Authority desires to increase the not to exceed amount of the Grant ("Grant Increase") and requires the Grantee to provide authorization to accept the Grant Increase and to enter into an amendment to the Agreement ("Amendment") in order to memorialize the Grant Increase; and

WHEREAS, the City Council deems it to be in the best interests of the Grantee to accept the Grant Increase; and,

THEREFORE BE IT RESOLVED, that the City Council of the Grantee hereby authorizes the acceptance of and the Grantee does accept the Grant Increase; and,

FURTHER RESOLVED, that the Grantee is authorized to enter into the Amendment with the Authority, the Grantee agrees to deliver and/or execute the Amendment and any and all other instruments, certifications and agreements as may be necessary or desirable for the Grantee to receive the Grant Increase and perform all of its obligations and duties under the Program (including any supplements or other agreements); and

FURTHER RESOLVED, that the Mayor of the Grantee, without the necessity or requirement for the signature of another person, is hereby authorized, empowered, and directed to execute and deliver the Amendment, and all other documents, certificates, and instruments relating to the Program and Grant Increase to be delivered to the Authority, in connection with the closing of the Grant Increase and take such further action on behalf of the Grantee as they deem necessary to effectuate the foregoing Resolutions; and

FURTHER RESOLVED, that the City Council of the Grantee hereby ratifies, authorizes, and confirms and approves any prior action of the Grantee taken in furtherance of the foregoing resolutions and any and all documents and instruments previously executed on behalf of the Grantee in connection with the Grant.

Dated: _____, 20____

_____
Mayor Thomas P. McNamara
City of Rockford, Illinois

ATTEST:

_____
ANGELA HAMMER, Legal Director
Ex Officio Keeper of the Records and
Seal of the City of Rockford, Illinois

OFFICER'S CERTIFICATE AND
CERTIFICATE OF INCUMBENCY

This Officer's Certificate and Certificate of Incumbency (the "Certificate") is being furnished to the Illinois Housing Development Authority (the "Authority") in connection with the grant amendment being made by the Authority to City of Rockford, an Illinois unit of local government duly organized and existing under the laws of the State of Illinois (the "Grantee") in connection with the Authority's Homeowner Assistance Fund Home Repair Program ("HAFHR").

The undersigned herby certifies that:

(a) The undersigned has full power and authority to execute and deliver this Certificate on behalf of the Grantee;

(b) Attached hereto as **Exhibit A** are true, correct and complete copies of the resolutions duly adopted by the Grantee on _____, 20____, and such resolutions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and

(c) The following persons have been duly elected to the positions in the Grantee set opposite their respective names and continue to serve in such positions on the date hereof, and that the signatures opposite their respective names are their genuine signatures:

Name	Position	Signature
Thomas P McNamara	Mayor	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of _____, 20____.

City of Rockford,
an Illinois unit of local government

By: _____
Name: Angela Hammer
Its: Legal Director, as City Clerk

Rockford, Illinois Date: January 12, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending Approval and Acceptance of Illinois Housing Development Authority (IHDA) Homeowner Assistance Fund Home Repair (HAFHR) Grant extension in the additional amount of $549,000.00. The Legal Director shall prepare the appropriate resolution.

_____
Kevin Frost (Chair)

_____
Jonathan Logemann (Vice Chair)

_____
Frank Beach

_____
Dawn Granath

_____
Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:____	Absent:____
Logemann:	Ayes:___	Nays:____	Absent:____
Beach:	Ayes:___	Nays:____	Absent:____
Granath:	Ayes:___	Nays:____	Absent:____
Tuneberg:	Ayes:___	Nays:____	Absent:____

DATE: January 12, 2026

TO: Finance & Personnel Committee
Members of City Council

FROM: Scott Sanders, Director of Public Works

RE: **DCEO Rebuild Downtowns & Main Streets Award Acceptance and Commitment of Local Funds**

The Public Works Department has received notice that the Illinois Department of Commerce and Economic Opportunity (DCEO) has awarded a grant to the City in support of the Madison Street project, Phase 2. The objective of this program is to support improvements and encourage investment in commercial corridors and downtowns, particularly in communities hardest-hit by the COVID-19 public health and economic crisis. Through this program, DCEO is looking to fund capital projects that make these commercial areas in Illinois more attractive for private investment, generate short-term and long-term employment opportunities, and improve quality of life in the community through high-quality infrastructure and amenities.

Staff is proposing acceptance of the $2,000,000 Grant Award for Phase 2 of the Madison Street Corridor project in downtown Rockford. If accepted, these funds would cover the entirety of the estimated Water Main Replacement costs. The remaining project funds will be paid for using the 1% Infrastructure Sales Tax. Those same funds will also be used in support of the 25% match required by the grant award. The grant term is from 1/1/26 through 12/31/27.

A resolution authorizing and accepting these Grant Funds and the commitment of local funds (i.e., local match) is required by DCEO and is to be submitted to them as soon as possible. The draft resolution is attached for your review and consideration.

Please contact Scott Sanders, Public Works Director, if you have any questions.

City Council Rooms, City of Rockford, Illinois

Date: January 12, 2026

RESOLUTION APPROVING ACCEPTANCE OF GRANT AWARD AND REIMBURSEMENT TO DEVELOPER

Resolution No:_____

WHEREAS, the City of Rockford, Illinois has been selected by the Illinois Department of Commerce and Economic Opportunity to receive funds for Madison Street Corridor Improvements (Phase 2); and

WHEREAS, the grant has been awarded for the purpose of supporting an encouragement of investment in commercial corridors and downtowns; and

WHEREAS, the City of Rockford, Illinois will receive $2,000,000; and

WHEREAS, the City of Rockford intends use the funds to reimburse construction costs of the Madison Street Corridor Improvements Project (Phase 2); and

NOW THEREFORE BE IT RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption.

The above and foregoing Resolution was adopted by the City Council of the City of Rockford, Illinois, this _____ day of January 2026.

_____
Thomas P. McNamara, Mayor
City of Rockford, Illinois

ATTEST:

_____
Angela Hammer, Legal Director and
Ex Officio Keeper of the Records and Seal of the
City of Rockford, Illinois

Rockford, Illinois Date: January 12, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending Approval and Acceptance of Illinois Department of Commerce and Economic Opportunity (DCEO) Rebuild Downtowns and Main Streets Grant Award for Phase 2 of the Madison Street Corridor project in the amount of $2,000,000.00. The Legal Director shall prepare the appropriate resolution.

_____
Kevin Frost (Chair)

_____
Jonathan Logemann (Vice Chair)

_____
Frank Beach

_____
Dawn Granath

_____
Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:____	Absent:____
Logemann:	Ayes:___	Nays:____	Absent:____
Beach:	Ayes:___	Nays:____	Absent:____
Granath:	Ayes:___	Nays:____	Absent:____
Tuneberg:	Ayes:___	Nays:____	Absent:____

DATE: **January 12, 2026**

TO: Alderman Frost, Chair
Members of the Finance and Personnel Committee

FROM: Ken Mattson, CIP Operations Manager

RE: Professional Services – Family Peace Center Architectural Services for Renovation of 214 N Church Street

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CONTRACT DETAILS

Vendor: Larson & Darby Group

Contract Amount: $525,805.36

Contract Duration: December 31, 2026

Funding Source: Winnebago County Community Mental Health Board – Accelerator Grant

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NARRATIVE

The Family Peace Center has out grown their current location and is planning to renovate the City of Rockford owned building at 214 N Church Street which will provide the needed space to house their operations. The City, in conjunction with the Family Peace Center Not-for-Profit has secured grant funds and allocated fund for the acquisition and redevelopment of the building. As the project is advancing, staff is aligning the various grant funding sources with the associated expenses of the project. The professional service funding request will allow the completion of architectural design services and construction oversight needed to complete the project.

If you have any questions, please contact Ken Mattson, CIP Operations Manager at (779) 348-7486.

RESOLUTION
of the
CITY COUNCIL OF THE CITY OF ROCKFORD, ILLINOIS
SUBMITTED BY: FINANCE AND PERSONNEL COMMITTEE

RESOLUTION AWARDING CONTRACT FOR ENGINEERING SERVICES FOR FAMILY PEACE CENTER ARCHITECTUAL SERVICES FOR RENOVATION OF 214 N CHURCH STREET

_____

WHEREAS, the Compiled Statutes of the State of Illinois, in section 50 ILCS 510/5, provides for the selection of professional services shall, unless a satisfactory relationship already exists, be made through qualifications based selection and competitive, advertised requests for qualifications.

WHEREAS, a satisfactory relationship exists with an engineering firm to perform work for:

FAMILY PEACE CENTER ARCHITECTUAL SERVICES FOR RENOVATION OF 214 N CHURCH STREET

WHEREAS, the Finance and Personnel Committee of the City Council for the City of Rockford, Illinois has reviewed the recommendation and proposal received for the aforementioned item(s) and recommends awarding an engineering agreement as follows:

Vendor: LARSON & DARBY GROUP
Amount: $525,805.36

WHEREAS, the Finance and Personnel Committee has determined that the funding for the aforementioned agreement shall be as follows:

WINNEBAGO COUNTY COMMUNITY MENTAL HEALTH BOARD – ACCELERATOR GRANT

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Rockford, Illinois that the Mayor execute an agreement with LARSON & DARBY GROUP of ROCKFORD IL for FAMILY PEACE CENTER ARCHITECTUAL SERVICES FOR RENOVATION OF 214 N CHURCH STREET in the amount of $525,805.36, subject to the specifications in the contract.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Legal Director is hereby authorized to prepare and deliver certified copies of this Resolution to the Central Services Manager.

The above and foregoing Resolution was adopted by the City Council of the City of Rockford, Illinois, this _____day of _____ , 2026.

ATTEST:

_____
Thomas P. McNamara, Mayor
City of Rockford, Illinois

_____
Angela Hammer, Legal Director
Ex-Officio Keeper of the Records and Seal
City of Rockford, Illinois

Rockford, Illinois Date: January 12, 2026

RECOMMENDATION FOR RESOLUTION

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the agreement with LARSON & DARBY GROUP OF ROCKFORD, IL for FAMILY PEACE CENTER ARCHITECTURAL SERVICES FOR RENOVATION OF 214 N CHURCH STREET, in the amount of $525,805.36. The Legal Director shall prepare the appropriate resolution.

_____
Kevin Frost (Chair)

_____
Jonathan Logemann (Vice chair)

_____
Frank Beach

_____
Dawn Granath

_____
Chad Tuneberg

Committee Action Taken:

Frost:	Ayes:___	Nays:____	Absent:____
Logemann:	Ayes:___	Nays:____	Absent:____
Beach:	Ayes:___	Nays:____	Absent:____
Granath:	Ayes:___	Nays:____	Absent:____
Tuneberg:	Ayes:___	Nays:____	Absent:____

JV Committee report passed:

ORDINANCE NO. 2026-_____-O

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD, WINNEBAGO COUNTY AND OGLE COUNTY, ILLINOIS, THAT:

The City of Rockford, Illinois, County of Winnebago, State of Illinois (the "City") is a duly organized and existing City under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City.

The Mayor and fourteen City Council members elected by the public and presently seated as the Rockford City Council constitute the duly elected, qualified Corporate Authorities of the City of Rockford.

The City owns certain real estate commonly known as 5798 Logistics Parkway, Rockford, Illinois 61109 (PIN: 15-31-351-007), and the Corporate Authorities have determined that continued ownership of the entire subject property is no longer necessary, appropriate, or for the best interest of the City.

Pursuant to Section 11-76-4.1 of the Illinois Municipal Code, (65 ILCS 5/11-76-4.1), the City authorized the sale of the property described herein. For such purpose, the Mayor and Legal Director were directed and authorized to ascertain the value of the property through a written MAI (Member, Appraisal Institute)-certified appraisal or through a written certified appraisal of a State-certified or licensed real estate appraiser, which was obtained through the authorization granted herein. The appraisal is available for public inspection through the City of Rockford, and by any other means the Mayor and Legal Director deemed in the best interest of the City. The City published the property for sale in a local newspaper on January 9, 2026.

The Corporate Authorities determine that it is in the best interest of the City to sell the subject property to 5728 Logistics Parkway LLC for its offer of $124,000 plus all associated costs in accordance with the requirements set forth in the Act.

By passage and approval of this Ordinance, the Mayor and Legal Director are hereby authorized to approve the sale of City-owned property located at 5798 Logistics Parkway, Rockford, Illinois 61109 (PIN: 15-31-351-007) to 5728 Logistics Parkway LLC for its offer of $124,000 plus all associated costs.

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

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

AYES: _____

_____

NAYS: _____

_____

ABSENT: _____

ABSTAIN: _____

APPROVED: _____, 2026

_____

MAYOR

ATTESTED:

_____

LEGAL DIRECTOR

PASSED: **APPROVED:** **PUBLISHED:**

ATTESTED and **FILED** in my office this _____ day of _____, 2026, and published in pamphlet form this _____ day of _____, 2026 by order of the City Council of the City of Rockford, Illinois.

_____
Legal Director and ex officio
Keeper of the Records and Seal

RECOMMENDED BY:

_____
Joshua A. Versluys
Assistant City Attorney & Land Transaction Officer