

**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

CITY OF ROCKFORD, an Illinois
Municipal Corporation

BY: _____
General Partner

BY: _____
Thomas P. McNamara
Mayor

ATTESTED: _____
Angela L. Hammer
Legal Director