



# AGENDA

## Special City Council Meeting

6:30 PM - Tuesday, May 26, 2026  
Council Chambers

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	Page
1. ROLL CALL	
2. PUBLIC COMMENT - AGENDA ITEMS City Ordinance allows members of the Public to speak and give input up to 3 minutes during Public Comment, there can be no debate or action by the City Council at this time.	
3. ADMINISTRATION	
3.1. O-26-11 An Increase to Number of Permitted Class D Liquor Licenses	2 - 13
<b>Motion to approve O-26-11.</b> <a href="#">Agenda Report Cover Page - ARCP-26-048 - Pdf</a>	
3.2. O-26-12: Development Agreement - JF Edwards Construction Expansion	14 - 41
<b>Motion to approve O-26-12.</b> <a href="#">Agenda Report Cover Page - ARCP-26-047 - Pdf</a>	
4. ADJOURNMENT	
4.1. Move to close the meeting	
<b>Motion to Adjourn</b>	

Special City Council  
**AGENDA ITEM REPORT**



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**To:** Special City Council  
**Subject:** O-26-11 An Increase to Number of Permitted Class D Liquor Licenses  
**Meeting:** Special City Council - 26 May 2026  
**Department:**  
**Presenter:** Brandon Maeglin, City Administrator

**BACKGROUND AND DISCUSSION:**

Kidd Causemaker with Local Motive has applied for a Class D Liquor License for his business at 126 E First Street. For this license to be granted by the Liquor Commissioner, action must first be taken by the City Council to allow for an increase from 4 to 5 Class D Licenses under the Liquor Ordinance.

**ATTACHMENTS:**

[O-26-11](#)  
[Local Motive Liquor Application - redacted](#)  
[Local Motive Public Hearing](#)

**CITY OF GENESEO**

ORDINANCE No. O-26-11

**AN ORDINANCE AMENDING SECTION 10-147  
OF THE CITY OF GENESEO CODE OF ORDINANCES  
TO INCREASE THE NUMBER OF PERMITTED CLASS D LIQUOR LICENSES**

**ADOPTED BY THE  
CITY COUNCIL OF THE  
CITY OF GENESEO**

**THIS 26<sup>TH</sup> DAY OF MAY, 2026**

**CITY OF GENESEO  
HENRY COUNTY, ILLINOIS**

**ORDINANCE O-26-11**

**AN ORDINANCE  
AMENDING SECTION 10-147 OF THE CITY OF GENESEO CODE OF ORDINANCES  
TO INCREASE THE NUMBER OF PERMITTED CLASS D LIQUOR LICENSES**

**WHEREAS**, the City of Geneseo (the "City") is an Illinois charter municipality corporation organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and all laws supplemental thereto; and

**WHEREAS**, pursuant to Section 4-1 of the Illinois Liquor Control Act of 1934 ("Act"), 235 ILCS 5/4-1, the City is authorized to determine the number, kind and classification of alcoholic liquor licenses, and establish further regulations and restrictions upon the issuance and operations of local liquor licenses as the public good and convenience may require; and

**WHEREAS**, the City periodically reviews its liquor code regulations to ensure the regulations are updated, regulate matters as intended by the City, and comport with applicable state and federal liquor laws; and

**WHEREAS**, the City desires to amend the section 10-147 of the City of Geneseo Code of Ordinances to increase the number of permitted Class D liquor licenses from 4 to 5; and

**WHEREAS**, after careful consideration, the City Council has determined that amending the City Code of Ordinances will benefit the City's continued healthy economic growth.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Geneseo, Henry County, Illinois, as follows:

**SECTION 1.** **RECITALS.** The Mayor and City Council hereby find that the foregoing recitals are a full, complete and accurate representation of the purpose and intent of this Ordinance, direct that the Ordinance be liberally construed to accomplish the purpose and

intent herein described, and incorporate the recitals the same as though fully set forth herein. In the event that any provision or application of this Ordinance is found invalid or unenforceable, it is the desire of the Mayor and City Council for the court making such finding to treat the remaining provisions and alternate applications as severable from the invalidity or unenforceability and to remain in full force and effect to the maximum extent permitted by law.

**SECTION 2.** **SECTION AMENDED.** The following changes are hereby made to City of Geneseo Code of Ordinances Section 10-147 (additions underlined and deletions ~~struck through~~):

DIVISION 2. – LIQUOR LICENSES

\*\*\*

Sec. 10-147 – Number of licenses in each class restricted

The total number of liquor licenses issued by the city shall be a maximum of ~~39~~ 40 licenses; provided, however, that there may be two events per calendar day that require Class F Special Event or Class H Special Use licenses and applicants may receive an unlimited number of Class F Special Event or Class H Special Use licenses per calendar year. Licenses shall be distributed among the remaining classifications as follows:

Type of License	Total Number
Class A—General	Ten
Class B—Package Store	Six
Class C—Restaurant, Beer and Wine On Premises Only	Three
Class D—Restaurant, Alcoholic Liquor On Premises Only	<del>Four</del> <u>Five</u>
Class E—Other Business (Beer and Wine Only)	Eight
Class G	Three
Class I	TBD*
Class J	Five

**SECTION 3.** **REPEAL.** Any City Ordinance or other law that is in conflict with the provisions of this Ordinance shall be repealed, but only to the extent of the conflict.

**SECTION 4.** **EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law. The provisions of the City of Geneseo Code of Ordinances amended herein shall be reprinted with the changes.

Passed and adopted by the City Council of the City of Geneseo, Henry County, Illinois on this 26<sup>th</sup> day of May, 2026.

AND APPROVED BY THE MAYOR THIS 27<sup>TH</sup> DAY OF MAY, 2026.

*(Seal)*

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MAYOR FOR THE CITY OF GENESEO

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CITY CLERK

Application for City of Geneseo, Illinois Liquor License Form submitted on City of Geneseo, Illinois

**From** Forms City of Geneseo <forms@cityofgeneseo.com>  
**Date** Sun 4/26/2026 8:14 PM  
**To** City Clerk <cityclerk@cityofgeneseo.com>

5 attachments (4 MB)

IMG\_8608.heic; IMG\_8609.heic; IMG\_8610.heic; kcausemaker\_41601875\_20260426163152\_illinoisbasetalcoholserver.pdf; City-of-Geneseo\_25-26-COI\_329019425-1.pdf;

<b>Date</b>	April 26, 2026
<b>FEIN</b>	[REDACTED]
<b>ILLINOIS BUSINESS TAX NUMBER</b>	[REDACTED]
<b>Name</b>	Kidd Causemaker
<b>Address</b>	510 North Aldrich Street, Geneseo, IL
<b>Phone</b>	[REDACTED]
<b>Email</b>	[REDACTED]
<b>Checkboxes</b>	Partnership
<b>Date of Formation</b>	January 1, 2022
<b>Date of Incorporation IL</b>	January 1, 2022
<b>State of Incorporation</b>	Illinois
<b>Date Qualified to Do Business in Illinois</b>	January 1, 2022
<b>Paragraph</b>	(A) For each owner, partner, corporate officer or director (whether or not they own any stock), and/or shareholder owning in the aggregate equal to or more than 5% of the stock, provide full name, home address, city, state, zip code, social security number, date of birth, sex, title/position, home telephone number, and percentage ownership. Percentage ownership should equal 100%. If there are a number of shareholders owning less than 5%, indicate the aggregate total of ownership. If additional space is needed, provide information on a separate sheet in the same format. No License shall be issued to a person that has not submitted to a City background check to determine compliance with eligibility requirements of Section 110.17 prior to the initial issuance of any license to an applicant, A new background check will only be required if the owners, sole proprietor or resident manager changes. The applicant shall, in addition to the license fee thereafter set forth, reimburse the City for the actual cost of the background check. Notwithstanding the foregoing, background checks will not be required for applicants for Class F and Class H licenses.
<b>Full Name</b>	Kidd Causemaker

<b>Address</b>	124 East 1 Street Geneseo, Illinois 61254 United States
<b>SSN</b>	[REDACTED]
<b>DOB</b>	03/28/1995
<b>Title Position</b>	Owner
<b>Percentage Owned</b>	95
<b>Add Another Owner</b>	No
<b>NAME / DOING BUSINESS AS (D/B/A)</b>	Local Motive Coffee LLC
<b>Phone</b>	[REDACTED]
<b>Address</b>	124 East 1st Street, Geneseo, Illinois
<b>Buisness Type</b>	Restaurant
<b>Owned Premises</b>	08-21-138-018
<b>Upload Deed</b>	<a href="https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/IMG_8608.heic">https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/IMG_8608.heic</a>
<b>Diagram of Premise</b>	<a href="https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/IMG_8609.heic">https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/IMG_8609.heic</a>
<b>Paragraph</b>	FEE SCHEDULE LICENSE CLASSIFICATION FEE Class A - General \$750.00 Supplemental Liquor License - Class A Only \$250.00 Class B - Package Store \$750.00 Supplemental Liquor License – Class B Only \$250.00 Class C - Restaurant, Beer and Wine On Premises Only \$750.00 Supplemental Liquor License – Class C Only \$250.00 Class D - Restaurant, Alcoholic Liquor On Premises Only \$750.00 Class E - Other Business, Beer and Wine Off Premises Only \$750.00 Class E Only - Liquor Rider License \$250 Class G – Brew Pub \$1,000.00
<b>Fee Submitted With Application - Liquor License Fee</b>	City of Geneseo Liquor License D \$750
<b>Other Fees First Time Applicants</b>	Administrative Fee (\$750.00), Background/Fingerprinting (36.50)
	HAS ANY PERSON LISTED UNDER QUESTION 3:
<b>BEEN CONVICTED OF A FELONY?</b>	No
<b>BEEN CONVICTED OF A GAMBLING OFFENSE?</b>	No

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**EVER APPLIED FOR AND BEEN DENIED A LIQUOR LICENSE?**

No

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**EVER HAD ANY PREVIOUS LIQUOR LICENSE OF WHICH HE/SHE WAS A PART OF THE APPLICATION REVOKED?**

No

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**BEEN CONVICTED OF A VIOLATION OF ANY FEDERAL OR STATE LAW CONCERNING THE MANUFACTURE, POSSESSION, OR SALE OF ALCOHOLIC LIQUOR OR FORFEITED A BOND TO APPEAR IN COURT TO ANSWER CHARGES FOR ANY SUCH VIOLATION?**

No

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**BEEN CONVICTED OF A VIOLATION OF ANY FEDERAL OR STATE LAW CONCERNING THE MANUFACTURE, POSSESSION, OR SALE OF ALCOHOLIC LIQUOR OR FORFEITED A BOND TO APPEAR IN COURT TO ANSWER CHARGES FOR ANY SUCH VIOLATION?**

No

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IS ANY PERSON LISTED UNDER QUESTION 3:

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**CURRENTLY SERVING IN AN**

No

**ELECTED  
POSITION OR AS  
A LAW  
ENFORCEMENT  
OFFICIAL IN ANY  
GOVERNMENTAL  
ENTITY?**

**NOT A CITIZEN  
OF THE UNITED  
STATES OF  
AMERICA?** No

IF OPERATING AS A SOLE PROPRIETORSHIP OR A PARTNERSHIP:

**ARE YOU OR  
YOUR  
PARTNER(S)  
CURRENTLY NOT  
CITIZENS OF THE  
UNITED STATES  
OR RESIDENT  
ALIENS WITH  
LEGAL STATUS?** No

**Full Name** Kidd Causemaker

**Phone Number** [REDACTED]

**SSN** [REDACTED]

**DOB** 03/28/1995

**Home Address** 510 North Aldrich Street, Geneseo, IL

**How long have  
you resided at  
this address** 1

**Drivers License  
Number** [REDACTED]

**Drivers License  
Exp** 03/28/2027

**Attach a copy of  
Drivers License** [https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/IMG\\_8610.heic](https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/IMG_8610.heic)

**HAVE YOU EVER  
BEEN  
CONVICTED OF  
A FELONY?** No

**HAVE YOU EVER  
BEEN  
CONVICTED OF  
A GAMBLING  
OFFENSE?** No

**HAVE YOU EVER  
APPLIED FOR  
AND BEEN  
DENIED A** No

**LIQUOR  
LICENSE?**

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**HAVE YOU EVER  
HAD ANY  
PREVIOUS  
LIQUOR LICENSE  
OF WHICH YOU  
WERE A PART OF  
THE  
APPLICATION  
REVOKED?** No

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**ARE YOU  
CURRENTLY  
SERVING IN AN  
ELECTED  
POSITION OR AS  
A LAW  
ENFORCEMENT  
OFFICIAL IN ANY  
GOVERNMENTAL  
ENTITY?** No

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**WERE YOU  
BORN OUTSIDE  
OF THE UNITED  
STATES OF  
AMERICA?** No

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**ARE YOU A  
CITIZEN OF THE  
UNITED STATES  
OF AMERICA?** No

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**I, THE  
UNDERSIGNED,  
UNDER  
PENALTIES OF  
PERJURY,  
SWEAR OR  
AFFIRM THAT  
THE ABOVE  
INFORMATION  
IS TRUE AND  
CORRECT.  
SHOULD ANY OF  
THE ABOVE  
INFORMATION  
CHANGE, I  
AGREE TO  
NOTIFY THE  
LIQUOR  
COMMISSIONER  
WITHIN SEVEN  
DAYS OF THE  
CHANGE.** Kidd Causemaker

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**Paragraph** (Q) An applicant for any liquor license who has not provided evidence of the following: evidence to the Commissioner that all employees who will be engaged in mixing, preparing or delivering alcoholic liquor to to customers, guests, or patrons, have successfully completed a Beverage Alcohol Sellers and Services Education

and Training ("BASSETT") Program conducted by an agency licensed by the Illinois Department of Alcohol and Substance Abuse or training provided by the insurance company providing coverage to a license holder. Each new Such employee hired by the licensee after issuance of the license shall complete a BASSETT program at the next Available training session or within sixty (60) days of actually beginning work, whichever comes first. A copy of the certificate of completion of such BASSETT program for each such employee shall be filed with the Commissioner. Each certification shall be renewed every three (3) years from the date of issue. Organizations that are issued a Class F, Special Event License shall not be required to have their servers trained as set forth above. Organizers of a Class F Special Event shall meet with designated City Officials to go over standard protocol for serving alcoholic beverages prior to the event.

<b>LIST OF ALL EMPLOYEES WHO WILL BE ENGAGED IN MIXING, PREPARING, OR DELIVERING ALCOHOLIC LIQUOR TO CUSTOMERS, GUESTS, OR PATRONS</b>	Kidd Causemaker
<b>Bassett Training Certificates</b>	<a href="https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/kcausemaker_41601875_20260426163152_illinoisbassetalcoholserver.pdf">https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/kcausemaker_41601875_20260426163152_illinoisbassetalcoholserver.pdf</a>
<b>Certificate of Liability Insurance</b>	<a href="https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/City-of-Geneseo_25-26-COI_329019425-1.pdf">https://www.cityofgeneseo.com/wp-content/uploads/formidable/30/City-of-Geneseo_25-26-COI_329019425-1.pdf</a>
<b>IP Address</b>	216.175.16.48
<b>User-Agent (Browser/OS)</b>	Google Chrome 146.0.0.0 / OS X
<b>Referrer</b>	<a href="https://www.cityofgeneseo.com/application-for-liquor-license/">https://www.cityofgeneseo.com/application-for-liquor-license/</a>



May 11, 2026

Dear Property Owner

The following is a notice for a public hearing to be held by the Geneseo City Council. The following request for an increase is Class D Liquor License will be held at city hall on 05/26/2026 at 5:45pm in the council chambers. You are receiving this notice due to owning a parcel within 250' of the parcel that is requesting the classification change.

### **PUBLIC HEARING NOTICE**

The City of Geneseo has received an application from Kidd Causemaker, owner of Local Motive (126 E 1<sup>st</sup> Street), for a Class D Liquor License, which would increase the allowable Class D Liquor Licenses from 4 to 5, amending section 10-147 of the City Code of Ordinances. When any increase is proposed to change the number, kind, or classification of liquor licenses, notice shall also be mailed to all persons owning property and all residents residing within 250 feet of the property for which the liquor license class change is sought. If granted, this would allow Kidd Causemaker to purchase a Class D Liquor License, for Local Motive by Sec. 10-147, as amended. It is hereby announced that a public hearing will be held to consider this request beginning at 5:45 PM on Tuesday, May 26, 2026 at the City Council Chambers, 115 S. Oakwood Ave., Geneseo IL. Written comments will be accepted until 4:00 PM Tuesday, May 26, 2026, and should be addressed to City of Geneseo – City Clerk, City Hall, 115 S. Oakwood Avenue, Geneseo IL 61254. At the public hearing, all persons interested will be given an opportunity to provide oral and written testimony.

Sincerely,

Paige Seibel  
City Clerk

Special City Council  
**AGENDA ITEM REPORT**



**To:** Special City Council  
**Subject:** O-26-12: Development Agreement - JF Edwards Construction Expansion  
**Meeting:** Special City Council - 26 May 2026  
**Department:**  
**Presenter:** Brandon Maeglin, City Administrator

**BACKGROUND AND DISCUSSION:**

**Project Area:** Ford Road TIF Redevelopment Project Area (Property spans ~19 acres at 220 S. Chicago Street and 15248 Ford Road).

- **Project Scope (\$8 Million, JFECC - Two Phased):**  
**Phase I:** Construction of a 20,000-square-foot building on Ford Road utilizing a mechanics shop, wash bay, and overhead crane.  
**Phase II:** Expansion of the existing Chicago Street facility to include an employee training center and additional office workspaces.
- **Sanitary Sewer Infrastructure (City’s Obligation):** The Property is not currently connected to municipal sewer lines. The City agrees to engineer and construct the necessary infrastructure extensions, reimbursing its costs through the established TIF district:
  - **Phase I Infrastructure:** A lift station and ~900 feet of sanitary sewer extension along Ford Road.
  - **Phase II Infrastructure:** ~1,300 feet of sanitary sewer extension on Chicago Street.
- **Developer Performance Security:** Prior to receiving building permits for either phase, the Developer must secure and deposit a Performance and Payment Bond equal to 100% of the City Engineer’s certified project costs. This bond will be held in escrow by the City and released upon issuance of a Certificate of Occupancy for that phase.
- **Conditions Precedent to Construction:** The City is under no obligation to begin its sewer extensions until the Developer obtains valid building permits, and posts the required Performance Security.
- **Disconnection Rights:** If the City fails to complete the Phase I public sewer improvements within 9 months of execution, the Developer has a 60-day window to petition to disconnect the property from the City limits.
- **Parent Company Contingency:** The Developer has not yet secured formal approval for Phase II from its parent company. Failure to move forward with Phase II will *not* constitute a breach of contract, and the City is absolved of its Phase II sewer obligations if the Developer opts out.
- **Agreement Term:** This agreement remains in full force until a Certificate of Occupancy is issued for Phase II, or for a maximum of 23 years (matching the statutory lifespan/extensions of the TIF district).

The City plans to fund the sanitary extension/improvements from the general fund, with repayment coming from the TIF District over its 23-year life span.

**ATTACHMENTS:**

[O-26-12](#)

APPROVING

**A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF  
GENESEO AND J.F. EDWARDS CONSTRUCTION COMPANY (FORD  
ROAD REDEVELOPMENT PROJECT AREA)**

**WHEREAS**, the City of Geneseo (“**City**”) is a non-home rule municipality located in Henry County, Illinois; and

**WHEREAS**, J.F. Edwards Construction Company is an Iowa corporation authorized to do business in Illinois (“**Owner**”), and the owner of record of the property commonly known as 220 S Chicago Street (“**Existing Property**”); and

**WHEREAS**, The Owner has proposed an approximately \$8 million a two phased redevelopment and development of the Property. The first phase will include the construction of a 20,000 square foot building with a mechanics shop, wash bay, and overhead crane equipment. The second phase will expand the existing building on the Property to allow for an employee training center and expanded office space (“**Project**”); and

**WHEREAS**, The Owner filed an annexation petition with the City Clerk on February 20, 2026, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, to annex that the Property. On March 10, 2026, the Corporate Authorities approved and adopted Ordinance No. O-26-04 annexing the Property and that certain Annexation Agreement by and between the Developer and City, dated March 17th, 2026, and Ordinance No. O-26-05 rezoning the Property, upon annexation, to the B-4 Business District (Special). The Annexation Agreement has been recorded in the Office of the Henry County Recorder on March 18th, 2026, as Document ID: 8167119 (“**Annexation Agreement**”); and

**WHEREAS**, On April 28th, 2026, the Corporate Authorities adopted Ordinance Nos. O-26-06, O-26-07 and O-26-08 approving and determining that it was in the best interest of and would promote the public health, safety and welfare of the City, and certain affecting taxing districts, to establish the Ford Road TIF Redevelopment Project Area (“**TIF RPA**”) under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. “**TIF Act**”); and

**WHEREAS**, The Property is located in the TIF RPA and is not currently connected to the City’s sanitary sewer system. In order to undertake the Project, the Developer is required to connect the Property to the City’s sanitary sewer system. The Developer has not requested, and is not anticipated to require, economic assistance from the City to construct and develop the Project. However, the Developer has requested and the City has agreed to facilitate the development of the Project by assuming the costs to engineer, design, and construct and install the sanitary sewer extensions from the City’s sanitary sewer system to serve the Property. The City will reimburse itself for these costs through the TIF RPA; and

**WHEREAS**, The Corporate Authorities, after due and careful consideration, have concluded that the Project and use of the Property pursuant to and in accordance with this Agreement will further the planning objectives of the City as a whole, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents, and that the use and development of the Property as herein contemplated is expected to create job and economic growth opportunities within the City.

**WHEREAS**, the City and Owner have negotiated the terms of a development that sets forth the requirements for the redevelopment of the Property ("**Development Agreement**"); and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Geneseo, as follows:

**SECTION 1:** The forgoing recitals are hereby incorporated into this Ordinance as findings of the Corporate Authorities of the City of Geneseo

**SECTION 2: APPROVAL** The Development Agreement shall be and is hereby approved in substantially form of **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

**SECTION 3: AUTHORIZATION** The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Development Agreement after receipt by the City Clerk of the fully executed Agreement by the Owner.

**SECTION 4: EFFECTIVE DATE** That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

Passed by the Corporate Authorities on May 26<sup>th</sup>, 2026, on a roll call vote as follows:

Approved by the Mayor on May 27<sup>th</sup>, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Published in pamphlet form by the authority of the City of Geneseo City Council on May 27<sup>th</sup>, 2026.

\_\_\_\_\_  
City Clerk

**Exhibit A**

**THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:**

Megan A. Mack  
David S. Silverman  
Ancel Glink, P.C.  
140 S. Dearborn Street, Suite 600  
Chicago, IL 60603

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Above Space for Recorder's Use Only

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**CITY OF GENESEO**

**AND**

**J.F. EDWARDS CONSTRUCTION COMPANY**

**(FORD ROAD REDEVELOPMENT PROJECT AREA)**

# DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF GENESEO

AND

J.F. EDWARDS CONSTRUCTION COMPANY

(FORD ROAD REDEVELOPMENT PROJECT AREA)

**THIS DEVELOPMENT AGREEMENT** ("**Agreement**") is hereby made and entered into on this \_\_\_\_ day of April, 2026 ("**Effective Date**"), by and between the **CITY OF GENESEO**, an Illinois municipal corporation ("**City**") and **J.F. EDWARDS CONSTRUCTION COMPANY**, an Iowa corporation authorized to do business in Illinois ("**Developer**"). For convenience, the City and Developer may be collectively referred to as "**Parties**," or individually as a "**Party**."

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

## **Section 1. Recitals.**\*

A. Developer is, as of the Effective Date, the Developer of record of the property consisting of approximately 19 acres ("**Property**"), located generally at 220 S Chicago Street in the City and legally described in **Exhibit A**.

B. The Developer has proposed an approximately \$8 million a two phased redevelopment and development of the Property. The first phase will include the construction of a 20,000 square foot building with a mechanics shop, wash bay, and overhead crane equipment. The second phase will expand the existing building on the Property to allow for an employee training center and expanded office space ("**Project**").

C. The Developer filed an annexation petition with the City Clerk on February 20, 2026, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, to annex that the Property. On March 10, 2026, the Corporate Authorities approved and adopted Ordinance No. O-26-04 annexing the Property and that certain Annexation Agreement by and between the Developer and City, dated March 17<sup>th</sup>, 2026, and Ordinance No. O-26-05 rezoning the Property, upon annexation, to the B-4 Business District (Special). The Annexation Agreement has been recorded in the Office of the Henry County Recorder on March 18<sup>th</sup>, 2026, as Document ID: 8167119 ("**Annexation Agreement**").

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\* All defined terms initially appear in bold and italics and thereafter as capitalized words and phrases throughout this Agreement. They shall have the meanings set forth in the preamble, in Section 2, and elsewhere in this Agreement.

D. On April 28<sup>th</sup> , 2026, the Corporate Authorities adopted Ordinance Nos. O-26-06, O-26-07 and O-26-08 approving and determining that it was in the best interest of and would promote the public health, safety and welfare of the City, and certain affecting taxing districts, to establish the Ford Road TIF Redevelopment Project Area ("**TIF RPA**") under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. "**TIF Act**").

E. The Property is located in the TIF RPA and is not currently connected to the City's sanitary sewer system. In order to undertake the Project, the Developer is required to connect the Property to the City's sanitary sewer system. The Developer has not requested, and is not anticipated to require, economic assistance from the City to construct and develop the Project. However, the Developer has requested and the City has agreed to facilitate the development of the Project by assuming the costs to engineer, design, and construct and install the sanitary sewer extensions from the City's sanitary sewer system to serve the Property. The City will reimburse itself for these costs through the TIF RPA.

F. The Corporate Authorities, after due and careful consideration, have concluded that the Project and use of the Property pursuant to and in accordance with this Agreement will further the planning objectives of the City as a whole, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will permit orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents, and that the use and development of the Property as herein contemplated is expected to create job and economic growth opportunities within the City.

## **Section 2. Definitions; Rules of Construction.**

A. Definitions. Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"**Building Code**": Chapter 8 of the Geneseo Code, as it has been and may be amended in the future.

"**Corporate Authorities**": The Mayor and City Council of the City.

"**Final Engineering Plan**": The engineering plan that receives the approval of the City Engineer pursuant to Section 3.B of this Agreement and in accordance with the Requirements of Law. After that approval, the Final Engineering Plan shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement and shall, for all purposes in this Agreement, supersede the Preliminary Engineering Plan.

"**Final Landscaping Plan**": The landscaping plan that receives the approval of the City Engineer pursuant to Section 3.B of this Agreement and in accordance with the Requirements of Law. After that approval, the Final Landscaping Plan shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement and shall, for all purposes in this Agreement, supersede the Preliminary Landscaping Plan.

**"Force Majeure"**: Strikes, lockouts, acts of God, or other factors beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property.

**"Improvements"**: The City financed and constructed sanitary sewer improvements and facilities necessary to serve the Property.

**"Person"**: Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

**"Preliminary Improvements Engineering Plan"**: The preliminary City engineering plan for the Improvements, prepared by IMEG, consisting of one sheet, with latest revision date of April 2025, which plan has been approved by the City Engineer, a copy of which is attached to this Agreement as **Exhibit B**.

**"Preliminary Engineering Plan"**: The preliminary engineering plan for the entire Property development, prepared by \_\_\_\_\_, consisting of \_\_\_\_\_ sheets, with latest revision date of \_\_\_\_\_, a copy of which is attached to this Agreement as **Exhibit C**.

**"Preliminary Landscaping Plan"**: The preliminary landscaping plan for the entire Property development, prepared by \_\_\_\_\_, consisting of \_\_\_\_\_ sheets, with latest revision date of \_\_\_\_\_, a copy of which is attached to this Agreement as **Exhibit D**.

**"Requirements of Law"**: All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

**"Site Plan"**: The site plan of the entire Property prepared by \_\_\_\_\_, consisting of \_\_\_\_\_ sheets, with latest revision date of \_\_\_\_\_, a copy of which is attached to this Agreement as **Exhibit E**.

**"Subdivision Code"**: Chapter 33 of the Geneseo Code, as it has been and may be amended in the future.

**"Zoning Code"**: Chapter 40 of the Geneseo Code, as it has been and may be amended in the future.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.
2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be

given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. Other Defined Terms. Capitalized terms not defined in this Agreement shall have the meanings set forth in the Building Code, Subdivision Code, or Zoning Code, as appropriate. In the event of a conflict between definitions in these codes, the City Administrator shall have the sole authority to resolve any such conflict.

**Section 3. Approval of Final Engineering and Landscaping Plans.**

A. Limitations on Preliminary Approvals. The Developer acknowledges and agrees that no construction, improvement, or development of any kind shall be permitted on any portion of the Property until the Final Engineering Plan and the Final Landscaping Plan are approved by the City in accordance with the Requirements of Law and Sections 3.B of this Agreement. The Developer agrees to initiate the approval process for the Final Engineering Plan and Final Landscaping Plan for the Property, or at a minimum the Phase 1 development of the Property, promptly after the Effective Date of this Agreement by submitting proper and complete applications for those approvals. If not already approved with the Phase 1 Final Engineering Plan and Final Landscaping Plan, the Developer agrees to initiate the approval process for the Final Engineering Plan and Final Landscaping Plan for the Phase 2 development of the Property in accordance with Subsection 6.B.

B. Final Engineering and Landscaping Approvals. The Developer agrees to cooperate with the City Engineer to produce (i) a final engineering plan for the Property, either for the entire Property or for each phase of the development of the Property, that is in conformance with the Preliminary Engineering Plan and (ii) a final landscaping plan for the Property, either for the entire Property or for each phase of the development of the Property, that is in conformance with the Preliminary Landscaping Plan, both of which shall be satisfactory to the City Engineer, in the City Engineer's sole and absolute discretion.

**Section 4. Development of the Property.**

A. General Restrictions. The development of the Property, except for minor alterations due to final engineering and site work approved by the City Engineer or the City Administrator, as appropriate, shall be pursuant to and in accordance with the following:

1. This Agreement.
2. The Annexation Agreement
3. The Site Plan.
4. The Final Engineering Plan.
5. The Final Landscaping Plan.
6. The Zoning Code.

7. The Subdivision Code.
8. The Building Code.
9. The other Requirements of Law.

Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the City, as determined by the City Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

B. Easements. Utility and enforcement easements shall be granted to the City and other governmental bodies and utility services over, on, and across the Property, for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

C. Damage to Public Property. The Developer shall maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during development of the Property and construction of the Improvements. Further, the Developer shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, and shall repair any damage that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer. If, within one hour after the City gives the Developer notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer, the Developer neglects to clean, or undertake with due diligence to clean, the affected public property, then the City shall be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from the Developer the full costs it incurs, whether using its own personnel and equipment or contract personnel and equipment, required to perform the cleaning.

D. Changes in the Final Engineering Plan and the Final Landscaping Plan during Development.

1. Minor Adjustments. During the construction and development of the Property, the City Engineer may authorize minor adjustments to any of the Final Engineering Plan and the Final Landscaping Plan when the adjustments are necessary in light of technical or engineering considerations.
2. Major Adjustments. Any major adjustment to any of the Final Engineering Plan and the Final Landscaping Plan shall be granted only after application to, and approval by, the Corporate Authorities, by resolution duly adopted. The Corporate Authorities may, but shall have no obligation to, require that the application for a major adjustment be considered at a public hearing before the Corporate Authorities or other board or commission as the Corporate Authorities shall require.

E. Schedule for Completion of Project. The Developer has not yet received approval for Phase II of the Project from its parent company. Failure to undertake Phase II of the Project shall not be considered a breach of this Agreement by the Developer. As provided for elsewhere in this Agreement, the City is under no obligation to complete its portion of Phase II Improvements if the Developer does not proceed with Phase II of the Project.

Each Phase of the Project, if approved by Developer's parent company, shall be completed and made ready for inspection and approval by the City pursuant to the construction schedule approved by the City Engineer as part of the Final Engineering Plan. The Developer shall be allowed extensions of time beyond the completion dates set forth in the construction schedule only for delay caused by Force Majeure. The Developer shall, within two days after any unavoidable delay commences and again within two days after the delay terminates, give notice to the City for its review and approval of the delay, the cause for the delay, the period or anticipated period of the delay, and the steps taken by the Developer to mitigate the effects of the delay. Any failure of the Developer to give the required notice shall be deemed a waiver of any right to an extension of time for any the delay.

F. Final Inspections and Approvals. When the Developer determines that a component of the Project has been properly completed, the Developer shall request final inspection and approval by the City. The notice and request shall be given sufficiently in advance to allow the City time to inspect the component and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date. The Developer shall promptly make all necessary repairs and corrections as specified on the punch list. The City shall not be required to approve any component of the Project until that component, including without limitation all punch list items, have been fully and properly completed.

G. Issuance of Building and Occupancy Permits. The City shall have the absolute right to withhold any building permit or certificate of occupancy at any time the Developer is in violation of, or is not in full compliance with, any term of this Agreement.

H. Completion of Construction. If the Developer fails to diligently pursue all construction to completion within the time period prescribed in the building permit or permits issued by the City for the construction, and if the building permit or permits are not renewed within three months after expiration, the Developer shall, within 60 days after notice from the City, remove any partially constructed or partially completed buildings, structures, or improvements from the Property. If the Developer fails or refuses to remove the buildings, structures, and improvements as required, then the City shall have, and is hereby granted, in addition to all other rights afforded to the City in this Agreement and by law, the right, at its option, to demolish and/or remove any of the buildings, structures, and improvements, and the City shall have the right to charge the Developer an amount sufficient to defray the entire cost of the work, including without limitation legal and administrative costs.

I. Construction Traffic and Parking; Streets.

1. Designated Traffic Routes. The City may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Property for construction traffic. The Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage

caused by the construction traffic. The City also may designate from time to time temporary construction haul roads on and to the Property that shall be located and constructed in a manner acceptable to the City Engineer.

2. Parking. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Property or in areas designated by the City.

**Section 6. Improvements.**

A. City Duty to Construct Improvements. The City shall, at its sole cost and expense, engineer, design, and construct and install the Sanitary System Improvements

B. Schedule for Completion of Improvements. The construction and installation of the Improvements shall be completed in phases that align with the phases of the Project. The development of the Project will occur in two phases, with Phase I beginning in 2026 and Phase II expected to start in 2027.

1. Phase I includes the development of the Developer's approximately 20,000 square foot building on parcel #0822151036, to house a heated wash bay, welding/fabrication shop, parts room, and shop office space. The City's Phase I construction will be the construction of a lift station and approximately 900' of sanitary sewer extension along Ford Road. to reach the newly constructed building, as depicted on the Preliminary Improvements Engineering Plan.

2. Phase II includes the Developer's building renovations to their current facility on Chicago St., to include a training center and new office workspaces. The City's Phase II is approximately 1,300 feet of sanitary sewer extension on Chicago Street, from Ford Road to the Property, as depicted on the Preliminary Improvements Engineering Plan.

The City will have no obligation to begin either the Phase I or Phase II Improvements, unless and until the Developer:

1. presents proof of financing for the construction and development of the Phase I and Phase II stages of the Project; and

2. obtaining valid and binding building permits for the Developer's Phase I and Phase II development of the Project; and

3. provides the required Performance Security as required in Section 8 of this Agreement.

C. Coordination of Construction of Improvements with Development of the Project. The Developer will at all times coordinate construction of the Phase I and Phase II development of the Project with the City's construction and installation of the Phase I and Phase 2 Improvements. The City may, in its sole and absolute discretion, pause construction and installation of the Phase I or Phase II Improvements and issue a "stop work order" to the Developer at any time the Developer fails to coordinate its development of the Project with the City's construction and installation of the Improvements.

D. Right of Disconnection. Notwithstanding anything to the contrary in this Agreement, in the event that the Ford Road TIF Redevelopment Project Area is not established within one hundred twenty (120) days of the adoption of the Annexation Ordinance or if the City has not completed the Public Improvements within nine (9) months from the date of this Agreement's execution for Phase I of the Project the Petitioner will have the right, within sixty (60) days after either event above ("**Petition Period**"), to submit a petition to the City to disconnect the Property from the City pursuant to Section 7-3-4 of the Illinois Municipal Code, 65 ILCS 5/7-3-4. If the requirements of Section 7-3-4 are satisfied (which are limited to the Property being on the border of the City at the time of disconnection, and presentment of a certificate from the Henry County Clerk showing that all City taxes or assessments due up to the time of the presentment of the petition are fully paid), the Corporate Authorities agree to grant such Petition and to approve an ordinance disconnecting the Property from the City. Once the Petition Periods have expired, the City will be under no obligation to approve any disconnection of the Property.

### **Section 7. City Fees.**

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, and charges required by this Agreement or by the Requirements of Law, the Developer shall pay to the City, immediately after presentation of a written demand or demands for payment, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Property and in connection with the negotiation, preparation, consideration, and review of this Agreement. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the City prior to execution of this Agreement, shall be made by a certified or cashier's check contemporaneous with the execution of this Agreement by the City. Further, the Developer agrees that it will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by the Developer during the term of this Agreement in connection with the use and development of the Property. Further, the Developer agrees that it shall be liable for and will pay after demand all fees, costs, and expenses incurred by the City for publications and recordings required in connection with the above matters.

B. Other City Fees. In addition to all other costs, payments, fees, and charges required by this Agreement, the Developer shall pay to the City all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

### **Section 8. Performance Security.**

A. Performance and Payment Bond. As security to the City for the performance by the Developer of the Developer's obligations (1) to construct and complete the Phase I and Phase II stages of the Project pursuant to and in accordance with this Agreement, (2) to pay all City costs, fees, and charges due from the Developer pursuant to this Agreement, (3) to maintain and repair streets, sidewalks, and other public property pursuant to this Agreement, and (5) to otherwise faithfully perform its undertakings pursuant to this Agreement, the Developer shall, prior to receipt of a building permit for each Phase of development of the Property, deposit with the City Administrator a surety bond ("**Performance and Payment Bond**"), in a total amount equal to 100% of the City Engineer certified costs for each Phase of

the Developer's Project as each Phase occurs. The Performance and Payment Bond shall be maintained and renewed by the Developer, and shall be held in escrow by the City, until issuance of a certificate of occupancy for each Phase.. Thus, when Phase I is completed and a Certificate of Occupancy is issued, the bond shall be released for Phase I. Then Developer shall submit a new bond in an amount equal to 100% of the cost for Phase II if and when Phase II proceeds.

B. Performance and Payment Bond Costs. The Developer shall bear the full cost of securing and maintaining the Performance and Payment Bond for each Phase.

C. Form of Performance and Payment Bond.

The Performance and Payment Bond shall be in a form satisfactory to the City Attorney and shall be from an institution (i) acceptable to the City, (ii) licensed in the State of Illinois, and (iii) having an AM Best rating of at least A+. The Performance and Payment Bond shall, at a minimum, provide that (1) it shall not be canceled without the prior consent of the City (2) it shall not require the consent of the Developer prior to any claim on it by the City and (3) if at any time it will expire within 45 or any lesser number of days, and if it has not been renewed, and if any applicable obligation of the Developer for which it is security remains uncompleted or unsatisfactory, then the City may, without notice and without being required to take any further action of any nature whatsoever, call on the Performance and Payment Bond and thereafter either hold all proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the City for any and all costs and expenses, including without limitation legal fees and administrative costs, incurred by the City, as the City shall determine. The Performance and Payment Bond may provide that the aggregate amount of the bond may be reduced, but only after joint direction by the Developer and the City, No reduction shall be allowed except after presentation by the Developer of proper contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the City may reasonably request.

D. Replenishment of Performance and Payment Bond. If at any time the City determines that the funds remaining in the Performance and Payment Bond are not, or may not be, sufficient to pay in full the remaining unpaid cost of all of the current Phase of the Project and all unpaid City fees, or that the funds remaining in the Performance and Payment Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the current Phase of the Project, then, within 10 days after a demand by the City, the Developer shall increase the amount of the Performance and Payment Bond to an amount determined by the City to be sufficient to pay the unpaid costs and fees. Failure to so increase the amount of the security shall be grounds for the City to make a claim on the entire remaining balance of the Performance and Payment Bond.

E. Replacement of Performance and Payment Bond. If at any time the City determines that the institution issuing either the Performance and Payment Bond has fallen below an A.M. Best rating of A+, , is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the Performance and Payment Bond at any time during its term, or if the City otherwise reasonably deems itself to be insecure, then the City shall have the right to demand that the Developer provide a replacement Performance and Payment Bond from an institution satisfactory to the City and with an A.M. Best rating of at least A+. The replacement

Performance and Payment Bond shall be deposited with the City not later than 10 days after the demand. After deposit of the replacement Performance and Payment Bond, the City shall surrender the original Performance and Payment Bond to the Developer.

F. Use of Funds in the Event of Breach of Agreement. If the Developer fails or refuses to complete the Phase I or Phase II stages of the Project in accordance with this Agreement, or fails or refuses to restore property in accordance with a demand made pursuant to Section 4.C of this Agreement, or in any other manner fails or refuses to meet fully any of its obligations under this Agreement, then the City may, in its sole and absolute discretion, make a claim on the Performance and Payment Bond. The City thereafter shall have the right to exercise its rights under Sections 4.H of this Agreement, to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal, and to reimburse itself from the proceeds of the Performance and Payment Bond for all of its costs and expenses, including without limitation legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal to fully meet its obligations under this Agreement. If the funds remaining in the Performance and Payment Bond are insufficient to repay fully the City for all its costs and expenses, during the entire time the Performance and Payment Bond should have been maintained by the Developer, then the Developer shall, after demand of the City, immediately deposit cash with the City as the City determines are necessary to fully repay the City's costs and expenses.

G. City Lien Rights. If any money, property, or other consideration due from the Developer to the City pursuant to this Agreement is not either recovered from the Performance and Payment Bond required in this Section 8 or paid or conveyed to the City by the Developer within 10 days after a demand for payment or conveyance, then the money, or the City's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the City shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

H. Notice Not to Proceed with Phase II. In the event that the Developer determines not to proceed with the Phase II stages of the Project, the Developer will, after making this determination, promptly notify the City of this decision. The City may, in its sole and absolute discretion, proceed to construct and install the Phase II Improvements. In the event that the City proceeds with the construction and installation of the Phase II Improvements, the City will reimburse itself for the full cost of the construction and installation of the Phase II Improvements from the incremental tax revenues from the TIF RPA, provided that the notice required in this Subsection 8.I is delivered to the City.

I. Developer's Assistance in the Event of Breach of Agreement. In the event the City exercises its rights under Performance and Payment Bond, then the Developer will fully cooperate with the City's efforts to collect funds under the Performance and Payment Bond according to the terms of this Agreement.

**Section 9. Liability and Indemnity of City**

A. City Review. The Developer acknowledges and agrees that the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Improvements, and that the City's review and approval of those plans and the Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

B. City Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, the Plan Commission, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the City's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Property or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Property or the Improvements.

D. Defense Expense. The Developer shall, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims referenced in Section 13.C of this Agreement.

**Section 10. Nature, Survival, and Transfer of Obligations**. All obligations assumed by the Developer under this Agreement shall be binding on the Developer personally, on any and all of the Developer's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial Developers of all or any portion of the Property. To assure that the Developer's heirs, successors, and assigns, and successor Developers of all or any portion of the Property have notice of this Agreement and the obligations created by it, the Developer shall:

1. Deposit with the City Clerk, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the Office of the Henry County Recorder; and
2. Notify the City in writing at least 30 days prior to any date after which the Developer transfers a legal or beneficial interest in any portion of the Property to any Person not a party to this Agreement; and

3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any Person not a party to this Agreement; and
4. Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest in the Property to any Person not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit F**, agreeing to be bound by this Agreement ("**Transferee Assumption Agreement**"), and to provide the City, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require;

The City agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section 10, the personal liability of the Developer shall be released to the extent of the transferee's assumption of liability. The failure of the Developer to provide the City with a fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by this Agreement and, if requested by the City, with the transferee's proposed assurances of financial capability before completing the transfer shall result in the Developer remaining fully liable for all of the Developer's obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to the Developer.

**Section 11. Term.** This Agreement shall be in full force and effect until the earlier to occur of (1) issuance by the City of a valid and binding certificate of occupancy for the Phase II stage of the Project or (2) from and after the Effective Date for a period of 23 years, or any statutorily authorized extension of the TIF RPA.

**Section 12. Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 16, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

**Section 13. General Provisions.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is

one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 13.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

To the City: City of Geneseo  
Attn: City Administrator  
115 South Oakwood Avenue  
Geneseo, Illinois 61254  
cadministrator@cityofgeneseo.com

with copy to: Ancel Glink, P.C.  
Attn: Megan Mack  
140 S. Dearborn Street, 6th Floor  
Chicago, Illinois 60603  
mmack@ancelglink.com

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

To Developer: J.F. Edwards Construction Company  
Attn: Ross Reiling  
19147 Bluff Road Geneseo, IL 61254

with copy to: Churchill & Churchill, PC  
Attn: Maureen Riggs  
1610 5th Avenue  
Moline, IL 61265  
mriggs@churchillfirm.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through F attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Authority to Execute. The City hereby warrants and represents to the Developer that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the City (i) that it is the record and beneficial Developer of fee simple title to the Property, (ii) that no other Person has any legal, beneficial, contractual, or security interest in the Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or to which it or the

Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Developer or the Property are subject.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Developer.

O. Recording. After the Developer has paid to the City the amounts due pursuant to Section 11 of this Agreement and the Developer has paid to the City an amount sufficient to cover the cost of recording this Agreement.

P. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

***[Signature Pages Follow]***

**IN WITNESS WHEREOF**, the Corporate Authorities and Developer each have caused this instrument to be executed by duly authorized officials and the City corporate seal affixed hereto, all as of the date first above written.

**CITY OF GENESEO**, and Illinois municipal corporation

By: \_\_\_\_\_  
It: Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**J.F. EDWARDS CONSTRUCTION COMPANY**, an Iowa corporation authorized to do business in Illinois

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

**EXHIBIT LIST**

<b>EXHIBIT A</b>	<b>LEGAL DESCRIPTION</b>
<b>EXHIBIT B</b>	<b>PRELIMINARY IMPROVEMENTS ENGINEERING PLAN</b>
<b>EXHIBIT C</b>	<b>PRELIMINARY ENGINEERING PLAN</b>
<b>EXHIBIT D</b>	<b>PRELIMINARY LANDSCAPING PLAN</b>
<b>EXHIBIT E</b>	<b>SITE PLAN</b>
<b>EXHIBIT F</b>	<b>TRANSFEREE ASSUMPTION AGREEMENT</b>

**EXHIBIT LIST**

**EXHIBIT A  
LEGAL DESCRIPTION**

Parcel Number:  
0822151029

Common Address: 220 S Chicago St, Geneseo, IL 61254

Legal Description:  
LT 3 & S85, EX NW COR, LT 4 & N251.94 LTS 7 & 8 S OF GENESEO CORP LIMITS SW  
NW SEC 22 T17N R3E

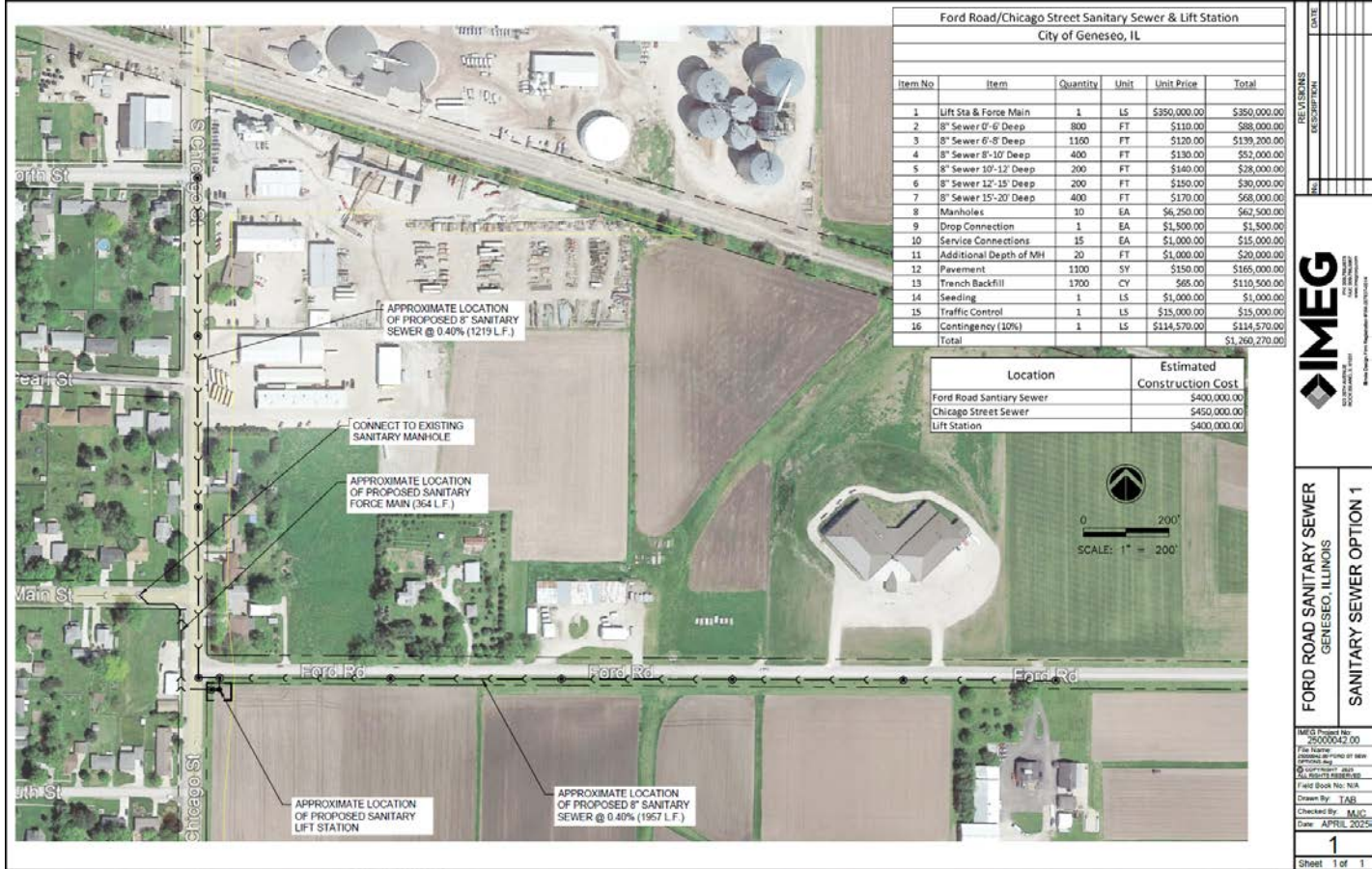
Parcel Number:  
0822151036

Common Address: 15248 Ford Rd, Geneseo, IL 61254

Legal Description:  
W287.5 LT 8 & LT 9 SW NW & WEST STRIP PT SE NW S OF RR SEC 22 T17N R3E

**EXHIBIT A  
LEGAL DESCRIPTION**

## EXHIBIT B PRELIMINARY IMPROVEMENTS ENGINEERING PLAN



REVISIONS	DATE

**IMEG**  
INCORPORATED  
1000 W. STATE ST.  
GENESEO, IL 60135  
TEL: 815.235.1100  
WWW.IMEG-INC.COM

**FORD ROAD SANITARY SEWER**  
GENESEO, ILLINOIS

**SANITARY SEWER OPTION 1**

MEG Project No. 25000042.00  
 File Name: C:\Users\jmc\OneDrive\Documents\25000042.00\25000042.00.dwg  
 Plot Date: 4/11/2020 10:00:00 AM  
 Plot Time: 10:00:00 AM  
 Drawn By: TAB  
 Checked By: MJC  
 Date: APRIL 2020

**1**

Sheet 1 of 1

## EXHIBIT B PRELIMINARY IMPROVEMENTS ENGINEERING PLAN

**EXHIBIT C  
PRELIMINARY ENGINEERING PLAN**

**EXHIBIT C  
PRELIMINARY ENGINEERING PLAN**

**EXHIBIT D  
PRELIMINARY LANDSCAPING PLAN**

**EXHIBIT D  
PRELIMINARY LANDSCAPING PLAN**

**EXHIBIT E  
SITE PLAN**

**EXHIBIT E  
SITE PLAN**

**EXHIBIT F  
TRANSFeree ASSUMPTION AGREEMENT**

4904-2219-4846, v. 11

**EXHIBIT F  
TRANSFeree ASSUMPTION AGREEMENT**