

CITY OF LOVES PARK



BY: _____

ORDINANCE NO. 4007-15

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND THE CITY OF LOVES PARK FOR MONETARY CONTRIBUTIONS FOR THE CONSTRUCTION OF AN MRO FACILITY AT THE CHICAGO ROCKFORD INTERNATIONAL AIRPORT

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOVES PARK, ILLINOIS, THIS 2ND DAY OF MARCH, 2015

Published in Pamphlet Form by authority of the Mayor and City Council of the City of Loves Park, Illinois, this 6th day of March, 2015.

A handwritten signature in cursive script that reads "Robert J. Burden".

Robert J. Burden, City Clerk


Passed and adopted by the City Council of the City of Loves Park, Illinois on this 2nd day
of March, 2015.


AYES: 10

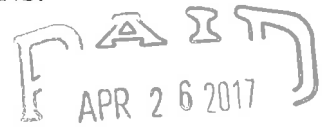
NAYS:

ABSTENTIONS:

PUBLISHED: March 6, 2015


Darryl Lindberg, Mayor


Robert J. Burden, City Clerk



PASSED: March 2, 2015, 10 Ayes (Aldermen Peterson, Holmes, Schlensker,
Novak, Hobel, Jacobson, Jury, Little, Pruitt, Frykman)

APPROVED: March 6, 2015

PUBLISHED: In pamphlet form March 6, 2015 as required by Ordinance.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made this 8TH day of April, 2015, by and between the County of Winnebago, Illinois (the "County") and the City of Loves Park, Illinois ("City"), and with such entities collectively referred to in this Agreement as the "Parties").

RECITALS:

A. The City is a duly organized and existing municipal corporation and body politic of the State of Illinois now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.* (the "Municipal Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 20/1 *et seq.* (the "Intergovernmental Cooperation Act").

B. Winnebago County is a duly organized and existing county created under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code, as amended 55 ILCS 5/1 *et seq.* (the "Counties Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act.

C. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government "...to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other sources to pay costs and to service debt related to intergovernmental activities."

D. Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State . . ."

E. Section 5 of the Intergovernmental Cooperation Act provides that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties."

F. The Winnebago County region has been a leader in the aviation industry for decades. It is the goal of both the County and the City to increase aviation-related economic

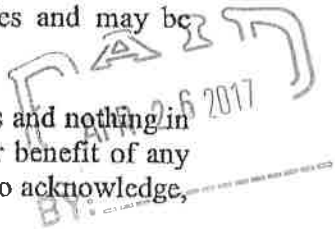
- (a) The County making a payment of at least One Hundred Thousand Dollars (\$100,000) towards the debt associated with the Project in each calendar year for which the City payment is due to the County; and
- (b) The Project is constructed prior to the first payment being due; and
- (c) AAR remains a tenant of the entire facility referenced in recital "G" and continues active operations of an MRO at said facility during each year in which an annual payment becomes due.

3. Provided all the conditions have been met, the annual payment will be made by the City to the County Treasurer by December 1st of each calendar year.

4. The City agrees to execute and deliver such other documents, agreements and certificates and to do such other things consistent with the terms of this Agreement as are necessary or appropriate in order to effectuate the intents and purposes of Agreement.

5. This Agreement incorporates the entire agreement of the Parties and may be varied only by further written agreement.

6. This Agreement is entered into solely for the benefit of the Parties and nothing in this Agreement is intended, either expressed or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.




 APR 26 2017
 BY: _____

THE CITY OF LOVES PARK

THE COUNTY OF WINNEBAGO

By: 
 Darryl F. Lindberg
 Its: Mayor

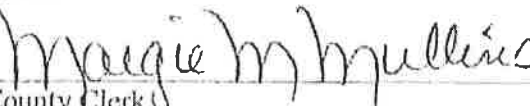
By: 
 Scott Christiansen
 Its: Chairman

[SEAL]

[SEAL]

Attest:

 City Clerk

Attest:

 County Clerk

**A RESOLUTION OF THE VILLAGE OF MACHESNEY PARK, ILLINOIS
APPROVING AN INTERGOVERNMENTAL AGREEMENT TO PLEDGE FUNDS TO
THE COUNTY OF WINNEBAGO IN SUPPORT OF THE AAR CORPORATION MRO
PROJECT AT THE GREATER ROCKFORD AIRPORT AUTHORITY**

WHEREAS, the Village of Machesney Park, Illinois ("Village") desires to enter into an Intergovernmental Agreement with County of Winnebago ("County") wherein the Village pledges to provide funds to the County in support of the AAR Corp. MRO Project at the Greater Rockford Airport Authority; and

WHEREAS, the Village and County have reached an accord as to the terms and conditions upon which such funds from the Village shall be pledged and paid to the County; and

WHEREAS, the Village and County have memorialized such terms and conditions in an "Intergovernmental Agreement", a copy of which is attached hereto as Exhibit A and incorporated herein; and


WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into said Intergovernmental Agreement; and


WHEREAS, the Village now desires to approve said Intergovernmental Agreement and authorize the Village President to execute and the Village Clerk to attest the same.

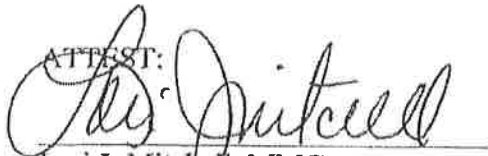
NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Machesney Park, Winnebago County, Illinois, that:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. By the Adoption of this Resolution, the Board of Trustees approves the Village of Machesney Park entering into the attached Intergovernmental Agreement, or one in substantially similar form, and authorizes the Village President to execute the same.
3. The Village Clerk of Machesney Park shall attest the same after the signature of the Village President.

Adopted this 20th day of April, 2015.


 Jerry D. Bolin
 President of the Village of Machesney Park
 BY: _____



ATTEST:

 Lori J. Mitchell, MMC
 Village Clerk

Ayes: 7 (Trustees Snodgrass, Tammen, Kidd, Wilson, Yoe, Beck and Mayor Bolin)
 Nays: 0
 Absent: 0

EXHIBIT A- INTERGOVERNMENTAL AGREEMENT

PAID
APR 26 2017

BY:

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made this 20th day of April, 2015, by and between the County of Winnebago, Illinois (the "County") and the Village of Machesney Park, Illinois ("Village"), and with such entities collectively referred to in this Agreement as the "Parties").

RECITALS:

A. The Village is a duly organized and existing municipal corporation and body politic of the State of Illinois now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.* (the "Municipal Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 20/1 *et seq.* (the "Intergovernmental Cooperation Act").

B. Winnebago County is a duly organized and existing county created under the provisions of the laws of the State of Illinois, and is now operating under and pursuant to the provisions of the Counties Code, as amended 55 ILCS 5/1 *et seq.* (the "Counties Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act.

C. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government "...to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other sources to pay costs and to service debt related to intergovernmental activities."

D. Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State . . ."

E. Section 5 of the Intergovernmental Cooperation Act provides that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties."

F. The Winnebago County region has been a leader in the aviation industry for decades. It is the goal of both the County and the Village to increase aviation-related

economic activity and job opportunities in the County. Doing so is a public purpose under the Municipal Code and the Counties Code.

G. In furtherance of that public purpose, the County and the Village wish to foster and support the construction of an MRO facility consisting of at least 200,000 square feet including office and shop, at the Greater Rockford Airport (the "Project") which will be leased to AAR Corp. ("AAR"), who will be operating therefrom a maintenance, repair and overhaul ("MRO") facility primarily for large commercial aircraft.

H. The construction of the Project is now estimated to cost \$37,000,000.00 plus an estimated investment of \$3,000,000.00 in new equipment. The Project will be built on land currently owned by Greater Rockford Airport Authority ("GRAA") as part of the Chicago Rockford International Airport.

I. The costs of the Project are anticipated to be financed as follows: (a) \$16.3 million in grants from the State of Illinois; (b) \$10 million in grants from the United States government; and (c) the remainder to be financed by the County, the City of Rockford and the GRAA as they may agree.

J. It is estimated the Project may create up to 500 new jobs in direct employment. In addition, the Project will create construction jobs during the construction phase of the Project.

K. The County has a strong aerospace industry with over 200 aerospace suppliers operating in and around the region with one of the principal players in that market being the Woodward Governor Company which has made a substantial investment in its operations in the County providing extensive job growth and economic opportunity. In addition, the Project will serve to augment the position of the County as a premiere location of aerospace installations.

L. To the extent the County funds a portion of the project of at least One Hundred Thousand Dollars (\$100,000) per year, the Village wishes to also support the MRO project with a pledge of revenue from its general fund to be made to the County as an offset and contribution to the County's pledge.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The above recitals are incorporated in this Agreement by this reference and made a part of this Agreement.

2. The Village hereby pledges to the County the sum of Twenty Thousand Dollars (\$20,000) per year to be paid to the County for a period of twenty (20) consecutive years. The ongoing obligations of the Village to this pledge and to make the annual \$20,000 payment to the County will be subject to the following conditions: \$400,000 TB-0820 / TB-0116

- (a) The County making a payment of at least One Hundred Thousand Dollars (\$100,000) towards the debt associated with the Project in each calendar year for which the Village payment is due to the County; and
- (b) The Project is constructed prior to the first payment being due; and
- (c) AAR remains a tenant of the entire facility referenced in recital "G" and continues active operations of an MRO at said facility during each year in which an annual payment becomes due. Notwithstanding the foregoing, to the extent AAR is no longer a tenant of the facility and discontinues active operations of an MRO at said facility during each year in which an annual payment becomes due but a replacement business which provides comparable services and number of jobs occupies said facility within 18 months of AAR discontinuing its operations, the obligation of the Village to make its pledge to the County shall continue.

3. Provided all the conditions have been met, the annual payment will be made by the Village to the County Treasurer by December 1st of each calendar year.

4. The Village agrees to execute and deliver such other documents, agreements and certificates and to do such other things consistent with the terms of this Agreement as are necessary or appropriate in order to effectuate the intents and purposes of Agreement.

5. This Agreement incorporates the entire agreement of the Parties and may be varied only by further written agreement.


6. This Agreement is entered into solely for the benefit of the Parties and nothing in this Agreement is intended, either expressed or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.


[SIGNATURE PAGE FOLLOWS]

APR 26 2017
BY: _____

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

THE VILLAGE OF MACHESNEY PARK THE COUNTY OF WINNEBAGO

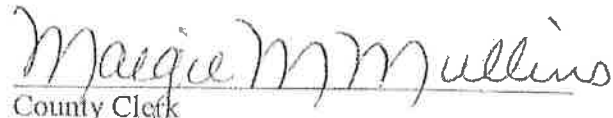
By: 
Jerry Bolin
Its: Village President

By: 
Scott Christiansen
Its: Chairman

[SEAL]

Attest: 
Village Clerk

[SEAL]

Attest: 
County Clerk



BY: _____