

**PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**NOVEMBER 5, 2012**

Chairman Peterson called the regular meeting of the Public Works Committee to order at 5:32 P.M. Present were: Trisha Nelson, John Peterson, Bruce Werrbach, Lisa Wolf, CES; Atty. Galluzzo, Mayor Adams, and Gordy Nygren.

Motion by Mrs. Nelson, second by Mr. Peterson to waive the reading of and approve the Public Works Committee minutes of October 15, 2012, as presented. All ayes. Motion carried 2-0.

Mr. Magnus arrived at 5:34 P. M.

**ENGINEERING REPORT**

1. New Well #10. Ms. Wolf stated that they are working with Legacy Engineering and Van Der Hayden Architects to compile a complete submittal of plans and permits to IEPA. Once permits are received from IEPA, the project will be bid and construction should start as soon as site conditions allow.
2. Athletic Fields. The site layout has been revised to provide three football fields and one full size soccer/football field. They are designing and preparing construction plans and permit applications for the various components including sewer and water extensions, site grading, gravel parking lot and storm sewer and site improvements for the concession stand/restroom building. The initial design of the concession stand was completed. The engineers are awaiting the committees' direction on how the interior will be finished and if additional bathroom facilities are needed. After some discussion about numbers of people using the park, the committee recommended 3-4 stalls and two sinks for the ladies restroom and 1 stall, 2 urinals and 2 sinks for the men's restroom. The space for the additional restroom stalls would be taken away from the dishwashing area.

It was noted in the Mayor's absence to this meeting, that the tree removal for Barbara Hough had been completed.

**STREETS & WALKS-MR. MAGNUS**

1. Bike Path Old River Road. Mr. Magnus stated that he and the Mayor met with the County in reference to the reconstruction of Old River Road in 2014 and the turnover to the Village. The plans are calling for two bike paths one shoulder path and one off road path. Mr. Magnus stated that you can put 6' shoulder area for a designated bike path. For this method, the Village would be liable for \$61,000 of the total \$305,000 cost. An 8' paved shoulder would cost the Village \$90,000. The cost to the Village for the off the road bike path would be \$180,000. The consensus of the committee was to do the 6' path on both sides of the road from the school to the village for the cost of \$61,000; however, both Mrs. Nelson and Mr. Magnus favored the off road path. There were concerns about the off road path and the railroad tracks and bringing the path back to the road under the bridge. Ms. Wolf stated that she felt we could use MFT for the path. Mr. Magnus felt we should check with the school to see if they would be willing to assist with cost, possibly ITEP; however, those grants are only available every two years. The path would be designated a bike path and painted "bike lane" intermittently.

**PUBLIC WORKS MANAGER-GORDY NYGREN**

1. Replacement of Employee. Mr. Nygren noted that an employee has resigned. He would like to hire Richard Peterson to replace that employee. Mr. Peterson has acquired his CDL permit.
2. Dead Trees. Mr. Nygren stated that there are two dead trees at Village Green and one by the gazebo at Settlers Park. Motion by Mr. Magnus, second by Mrs. Nelson to replace the three dead trees in the two parks at a cost not to exceed \$700. Roll Call: All ayes. Motion carried 3-0. Mr. Magnus stated that Blackhawk will be redone and trees removed. These replaced trees will not be close to the road and do not risk removal. Mrs. Nelson will oversee where they are planted.

**ATTY. GALLUZZO**

1. Wal-Mart Outlots. Atty. Galluzzo noted a change on Page 2, Section A the qualifying criteria is that the building is significantly unoccupied or underutilized for at least a year.
2. Rockton Investments LLC. Page 4, the latest version is worded to note that the clock starts ticking one year and any portion of a quarter after they get a new tenant since there are already tenants there. After the clock starts ticking, the Village will give them 50% of the Village's share of the sales tax for a period of which expires the earlier of: 1. 5 years after the first year, the first year being the Village's 2. Until the Village has paid the developer the total sum of \$100,000. We get the first year and the developer gets the next 5 years. If they don't get a tenant for the first five years, the clock is still ticking. He would have to have 20 million dollars in sales for him to earn his \$100,000. A Maintenance Agreement will be signed with Rockton Investments LLC for 10 years. Ms. Wolf suggested a performance bond. The improvements are the right in right out turn lane. Ms. Wolf stated it did not warrant a full turn lane.
3. Latham Lewis Annexation. Atty. Galluzzo noted in Item 5 that owner agrees to vacate, abandon and remove its existing access point to Rockton Road once the Village constructs and provides the New Public Road referenced in Paragraph 9.

Item 9. Atty. Galluzzo noted that the public roadway that the Village shall build will extend north by at least 340 feet. Owner shall convey to the Village 20 feet of the property from Rockton Road on the south to the northern most boundary of the property. The Village agrees to complete said construction of the new public road within one year from acquiring the westernmost 20 feet of the property from the owner and also acquiring the easternmost 20 feet of the real estate to the west of the property. If either property owner reneges on that the Village will not put the road in.

Item 12. Tax Abatement. The Village agrees to order the County Clerk to abate 100% of the Taxes to be levied on the property. This abatement is effective upon the execution of the Annexation Agreement and shall terminate upon the first to occur: a. 3 years from the date of execution. b. the date on which the owner sells all or a portion of the property or c. that date on which the first certificate of occupancy for development on the property is issued.

4. First Rockford. Paragraph 3. The water utility will connect from Quail Trail not Rockton Rd. We are going to allow them to open cut not bore north of the access point from Casey's. The water easement will be 15 feet wide. The water main will not be less than 8" in diameter. The private roadway construction width will be 25' and will be built within 3 years

of the date of the agreement. The private road will run from the existing roadway to the easternmost boundary thereby connecting to the new public road to be constructed by the Village.

Exhibit E. Sewer will start on Quail Tr. and end in 100' range as shown on Exhibit E. Sewer Easement-Page 5, last Paragraph. The Sanitary Sewer main must be extended across First Rockford Group property and be operational concurrent with development of the property. It must be installed and operational consistent with this agreement the earlier of two years from the issuance of a permit for construction of the new building. We had the date at November 5th. The other committee recommended changing it to June 30<sup>th</sup>. From the Lewis's standpoint if a permit is issued in the Spring, it will be two years from the Spring. The Sanitary District may make them take it to the easternmost edge of the property. They will most likely be closing on all of the properties right away. Max time it could be without pulling a permit would be three years. Mayor Adams felt that the Lewis's were OK with that time frame.

Parking. If they develop a business that needs more parking and they take it from another parcel and that parcel is sold that could cause a problem. He noted that information would be recorded by the Village that parking for one parcel is being used by another.

Rec Path. Will be 10 foot wide running parallel and adjacent with Rockton Road. They will give the Village the easement and they are paying for it, but we will wait and construct it all at once.

Property Strip to be purchased from Village. This is 10' wide and 518' long a total of 5,180 square feet. This is on the east side of Quail Trail. Mr. Peterson stated we should figure out what they pay per acre for their land purchase and charge them accordingly.

Incentive. They need to buy the property by July 1, 2014 to get the incentive.

ROW-Paragraph 9. We have to build it within one year from the date we acquire the 20 feet from both properties.

They are paying you engineering fees equal to 4% of the approved construction estimate for each plat and legal fees not to exceed \$4,000. Your legal fees will exceed \$4,000.

5. Economic Incentive Agreement-Page 4. The Village shall rebate one half of the sales tax it receives from the state for 10 years beginning with the commencement date as defined hereinafter or until the total rebate equals \$340,000 but in no event for sales after December 31, 2026. Once they hit \$10,000 per year, that is when the clock starts ticking. Number 1 they have to buy all of the land. If they do not buy all of the parcels, they don't get anything. Number 2 they have to hit \$10,000 a year in sales taxes before the clock starts ticking. From that point you have one year where the Village gets 100% and they start sharing the sales tax thereafter. In order for them to get \$340,000, they need to have \$68 million in sales tax on that property. If they do not perform, they do not get the money. It was noted that the rebate would be paid annually.

Hearing no further business, motion by Mr. Magnus, second by Mr. Peterson to adjourn at 6:40 P.M. All ayes. Motion carried 3-0.

Respectfully submitted,

Judy Rossi  
Recording Secretary