

RESOLUTION #2023-6

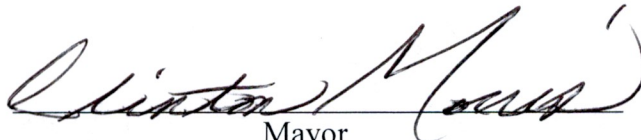
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A LOCAL AGENCY / COMPANY AGREEMENT FOR  
THE DEVELOPMENT OF PROJECT KELLY

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

1. The Local Agency/Company development agreement between the City of Belvidere and General Mills Operations, LLC, attached hereto and incorporated herein by this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached Local Agency / Company Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this 6<sup>th</sup> day of March, 2023.

Approved:

  
\_\_\_\_\_  
Mayor

Attest:

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

(SEAL)

Ayes: Mulhall, Porter, Prather, Snow, Stevens, Fleury, Freeman and McGee.

Nays: None.

Absent: Brereton and Frank.

Date Approved: March 7, 2023

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**LOCAL AGENCY/COMPANY**  
**AGREEMENT**

**THIS AGREEMENT** is made as of the 7<sup>th</sup> day of March, 2023 by and between the City of Belvidere, Illinois, hereinafter called the LOCAL AGENCY and General Mills Operations, LLC, hereinafter called the COMPANY.

**WHEREAS**, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

**WHEREAS**, the LOCAL AGENCY has entered into an annexation agreement calling for the development of a 1.3 million square foot warehouse and distribution facility (the Facility) to be operated by COMPANY; and

**WHEREAS**, construction of the Facility requires reconstruction and re-alignment of Irene Road adjacent to the Facility; and

**WHEREAS**, the LOCAL AGENCY will enter into an agreement (Agreement No. P-92-074-23) with the Illinois Department of Transportation (IDOT), hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

**WHEREAS**, the COMPANY has proposed a project that will create and/or retain jobs, thus providing a significant benefit to the LOCAL AGENCY's economic base; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**I. REPORTING REQUIREMENTS**

- 1.1 As required by Public Act 93-552, the COMPANY is required to submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- 1.2 The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information as shown on Exhibit I.
- 1.3 All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.

**II. DEFAULT AND REMEDIES**

- 2.1 The COMPANY shall make or cause to be made the investment in the Project which shall create and/or retain a minimum of 46 full-time jobs at the facility on or before December 1, 2024.
- 2.2 In the event the COMPANY fails to create or retain or cause to be created or retained the requisite number of full-time jobs, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default. If declared in default, the COMPANY shall be put on suspension and shall be prohibited from completing any current or providing any future development assistance until the STATE receives proof that COMPANY has come into compliance with the requirements of Public Act 93-552.

2.3. The Parties agree that the LOCAL AGENCY has received a notice of award from the STATE for a grant in the sum of \$1,282,230.00 pursuant to Agreement No. P-92-074-23. This sum will be allocated to the COMPANY's obligation to complete the Irene Road reconstruction and re-alignment. Company agrees and understands that a condition of the grant allows the STATE to seek reimbursement of the grant award from the LOCAL AGENCY in the event of default by the COMPANY on its commitment to create and/or retain jobs. In the event the STATE seeks reimbursement of any portion of the grant award from the LOCAL AGENCY, COMPANY agrees to immediately, upon written demand from the LOCAL AGENCY, repay to the LOCAL AGENCY the amount of the grant for which STATE seeks reimbursement. Any sum repaid to the LOCAL AGENCY under this section shall be used by the LOCAL AGENCY for ultimate repayment to the STATE. The COMPANY's obligation to the LOCAL AGENCY under this section shall survive any termination of this Agreement.

**III. TERMINATION**

- 3.1 This Agreement may be terminated at any time by written, mutual agreement of the parties.
- 3.2 This Agreement, and all further obligations of the parties hereunder, will terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section 1.

**IV. GENERAL PROVISIONS**

- 4.1 Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 4.2 This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties. The foregoing recitals are incorporated herein by this reference.
- 4.3 This Agreement shall be construed in accordance with and governed by the law of the State of Illinois without regard to conflicts of law provisions. Any action brought to enforce, or relating to, this Agreement shall be brought in the 17<sup>th</sup> Judicial Circuit, Boone County Illinois.

**APPROVED BY**

General Mills Operations, LLC

Title: Vice President

Signature:     *RE- [Signature]*    

Date     2-21-23    

**APPROVED**

City of Belvidere

By     *Clinton Mous*      
Mayor/President

Date     3-7-2023