

ORDINANCE NO. 3007

**AN ORDINANCE TO AUTHORIZE A RETAILER'S
OCCUPATIONAL TAX REBATE FINANCING AGREEMENT
BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND BOB
BROCKLAND BUICK GMC AND APPROVE THE FORM OF
THE AGREEMENT**

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 18th day of March, 2013**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 18th day of March, 2013**

ORDINANCE NO. 3007

STATE OF ILLINOIS
CITY OF COLUMBIA
FILED FOR RECORD

MAR 18 2013


City Clerk**AN ORDINANCE TO AUTHORIZE A RETAILER'S
OCCUPATIONAL TAX REBATE FINANCING AGREEMENT BETWEEN
THE CITY OF COLUMBIA, ILLINOIS AND BOB BROCKLAND BUICK
GMC AND APPROVE THE FORM OF THE AGREEMENT**

WHEREAS, BOB BROCKLAND PONTIAC GMC, INC. dba Bob Brockland Buick GMC, Inc. ("the Dealership") intends to relocate to Columbia and in connection therewith to construct a building to contain its business operations and facilities to comprise approximately 16,550 square feet to be located on Part Tax Lot 2C Sur 644 0152316 ("the Property"), which is located within the corporate limits of the City;

WHEREAS, if the Dealership's building and facilities are located in the City, it is anticipated the land and improvements (the "Development Project") to be made to the Property by the Dealership will cost approximately Three Million Dollars (\$3,000,000), and will provide to the City Sales Tax of approximately Two Hundred and Thirty Thousand Dollars (\$230,000) or more annually;

WHEREAS, the Dealership is unable and unwilling to undertake the development of the Property but for certain financial incentives to be provided by the City in accordance with the Economic Incentives Act (65 ILCS 5/8-11-20 et. seq.), as amended, to share a portion of any retailer's occupational tax (the "Municipal Sales Tax") generated by Development Project with the developer of such project to induce the developer's undertaking and performance of such project.

WHEREAS, the 2020 Master (Comprehensive) Plan for Columbia, adopted in 2005, envisions increased economic development that will provide additional jobs for Columbia's residents, expand commercial activity within the City and support a healthy local economy and stronger tax base;

WHEREAS, the City has determined that the implementation of the Dealership's Development Project is in the best interests of the City, and the health, safety, morals and welfare of its residents, and is in accord with the goals and objectives of the City's annual Community & Economic Development Strategy, and that said Development Project will further the public purposes defined in the 2020 Master Plan;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council hereby makes the following findings pursuant to provisions of the Economic Incentives Act, as previously cited:

- a. That the Development Project (as previously described herein) shall be constructed on property which has remained vacant for at least one year;
- b. That the Development Project is expected to create or retain job opportunities within the City;
- c. That the Development Project will serve to further the development of adjacent areas;
- d. That without this Agreement, the Development Project would not be possible;
- e. That the Dealership (Bob Brockland Buick GMC) will provide at least 10% equity financing to the Development Project;
- f. That the Development Project will strengthen the commercial sector of the City;
- g. That the Development Project will enhance the tax base of the City; and
- h. That the "Retailer's Occupational Tax Rebate Financing Agreement", which is attached hereto and approved hereby, is made in the best interest of the City.

Section 3. That the attached "Retailer's Occupational Tax Rebate Financing Agreement" with Bob Brockland Buick GMC is approved in the form attached hereto, and the Mayor is hereby authorized and directed to make and enter into said Agreement, in as many counterparts as are required, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 4. This Ordinance shall be in full force and effect from and after its passage, as provided by law.

[Signature page(s) follow]

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Niemietz, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews and Reis.

NAYS: None.

ABSENT: None.


ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 18th day of March, 2013.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

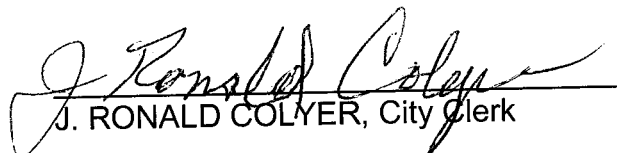
I further certify that on the 18th day of March, 2013 the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 3007, entitled:

**“AN ORDINANCE TO AUTHORIZE A RETAILER'S
OCCUPATIONAL TAX REBATE FINANCING AGREEMENT BETWEEN THE
CITY OF COLUMBIA, ILLINOIS AND BOB BROCKLAND BUICK GMC AND
APPROVE THE FORM OF THE AGREEMENT”**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 3007, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Columbia City Hall, commencing on March 19th, 2013 and continuing for at least ten (10) days thereafter. Copies of such Ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 18th day of March, 2013.


J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
 COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY


I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3007, entitled:

**“AN ORDINANCE TO AUTHORIZE A RETAILER'S
 OCCUPATIONAL TAX REBATE FINANCING AGREEMENT BETWEEN THE
 CITY OF COLUMBIA, ILLINOIS AND BOB BROCKLAND BUICK GMC AND
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to which this certificate is attached, is a true, perfect, complete and correct copy of said Ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 18th day of March, 2013.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 18th day of March, 2013.


 J. RONALD COLYER, City Clerk

(SEAL)

**RETAILER'S OCCUPATIONAL TAX
REBATE FINANCING AGREEMENT**

between

BOB BROCKLAND BUICK GMC

and

CITY OF COLUMBIA, ILLINOIS

Pursuant to Ordinance 3007

An Economic Development Agreement

RETAILER'S OCCUPATIONAL TAX REBATE FINANCING AGREEMENT

THIS RETAILER'S OCCUPATIONAL TAX REBATE FINANCING AGREEMENT is made and entered into this 18th day of March, 2013 by and between the City of Columbia, Illinois, a Municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois with City Hall located at 208 S. Rapp Avenue, Columbia, Illinois 62236, ("the City"), the Party of the First Part, and Bob Brockland Pontiac GMC, Inc. dba Bob Brockland Buick GMC, Inc., a business corporation created under and pursuant to the laws of the State of Delaware with a Certificate of Authority to do business in the State of Illinois as a foreign corporation, with business office and plant currently located at 1699 Pontiac Drive, Cahokia, Illinois 62206, ("the Dealership"), the Party of the Second Part (the "Agreement"), WITNESSETH:

WHEREAS, the Dealership intends to relocate to Columbia and in connection therewith will construct a building to contain its business operations and facilities comprising approximately 16,550 square feet to be located on Part Tax Lot 2C Sur 644 0152316 ("the Property"), which is located within the corporate limits of the City;

WHEREAS, the Dealership has completed the appropriate Application for Benefits and has provided and supplied all other required information, including its business plan and estimate that the cost of the land and improvements to be made to the Property by the Dealership (the "Development Project" or the "Project") will be approximately Three Million Dollars (\$3,000,000), and will provide to the City Municipal Sales Tax revenues of approximately Two Hundred and Thirty Thousand Dollars (\$230,000) or more annually;

WHEREAS, the Dealership is unable and unwilling to undertake the development of the Property but for certain financial incentives to be provided by the City in accordance with the Economic Incentives Act (65 ILCS 5/8-11-20 et. seq.), as amended, to share a portion of any retailer's occupational taxes generated as a result of the completion of the Project and Dealership's business operations on the Property, with the developer of such project to induce the developer's undertaking and performance of such project;

WHEREAS, the 2020 Master Plan for Columbia, Illinois (adopted in 2005) envisions increased economic development that will provide additional jobs for Columbia's residents, expand commercial activity within the City and support a healthy local economy and stronger tax base, the City and the Dealership reasonably expect that completion of the Dealership's Development Project will generate additional tax revenues and economic activity in furtherance of the goals of the aforementioned Master Plan;

WHEREAS, upon completion of the Project, the City will receive significant additional retailer's occupational tax revenues generated by the Dealership because the City receives (from the Illinois Department of Revenue) one percent (1%) of the 6.25% of retailer's occupational taxes collected by the State of Illinois on such taxable sales in the City;

WHEREAS, the parties acknowledge and agree that but for the incentives to be provided by the City, the

Dealership cannot successfully and economically develop the Property in a manner satisfactory to the City, and the City has determined that it is desirable and in the City's best interests to assist the Dealership in the manner set forth herein, and as this Agreement may be supplemented and amended;

WHEREAS, the City Council has reviewed the Dealership's Application for Benefits and other information supplied by the Dealership pertaining thereto and has found and determined that the Dealership's Application for Benefits should be approved;

WHEREAS, the Dealership has demonstrated to the City's satisfaction that it has the experience and capacity to complete and operate the Development Project;

WHEREAS, the City has determined that the implementation of the Dealership's Development Project is in the best interests of the City, and the health, safety, morals and welfare of its residents, and is in accord with the goals and objectives of the City's Community & Economic Development Strategy, and that said Development Project will further the public purposes defined in the City's 2020 Master Plan; and

WHEREAS, it is the intention of the City and the Dealership that this Agreement shall set forth fully the rights and obligations of the parties with regard to retailer's occupational tax rebate financing for the Dealership.

NOW, THEREFORE, in consideration of the premises, including the mutual promises, covenants and agreements contained herein, the parties agree as follows:

Section 1. DEFINITIONS. For the purposes of this Agreement, the parties hereto agree to the following definitions:

- (1) "Municipal Sales Tax" – that portion of State of Illinois' retailer's occupational taxes, derived from sales and servicing of motor vehicles, as well as the sales of parts, that accrue to, and are received by the City as a result of Dealership's business operations on the Property after completion of the Project.
- (2) "Qualified Project Costs" - documented expenses that are incurred by the developer pertaining to the completion of the Development Project under the following categories:
 - a. Construction costs,
 - b. Professional service costs;
 - c. Property acquisition & assembly; and
 - d. Site preparation

Section 2. SELECTION OF DEVELOPER. The City, by the execution of this Agreement, selects the Dealership and its duly authorized contractors, agents and representatives as the developer of the Property and the Dealership agrees to develop said Property in accordance with the requirements of this Agreement.

Section 3. DEALERSHIP'S OBLIGATIONS. The Dealership covenants, promises, and agrees to do and perform the following:

- (1) To construct a 16,550 square foot, more or less, building on the Property as well as the other improvements on the Property appertaining to and required for the operation and maintenance of the Dealership's business on said Property, for the use and purpose of operating the Dealership's business in the City;
- (2) That the Dealership in its new location (on the Property) will create or retain a minimum of thirty-three (33) jobs on a full-time equivalent basis and that those employees shall be employed by the Dealership on or before the 30th day of October, 2013;

(3) That on or before the 1st day of June, 2013, the Dealership shall advise the City, in writing, of its schedule for the commencement and completion of construction of its new location building and facilities on the Property. As soon as practicable thereafter, the Dealership shall get underway with the construction of the Project and with the obtaining of the building permit and any other licenses, certificates, or permits required for the construction of the Project from the City's Building Inspector or any other governmental authority from which such licenses, permits, or other authorization are required. As to any other governmental authority from which a permit, license, or other authorization is required the Dealership shall provide copies of its plans or other documents required for obtaining the same and shall advise the City of the date of submission and approval. The City shall not unreasonably withhold approval of the Dealership's building permit and shall issue a Certificate of Completion or Occupancy upon completion of construction of the Project in accordance with the City's Codes and Ordinances. Nothing contained in this Agreement shall be construed to eliminate the obligation of the Dealership to comply with all applicable building codes, fire and safety codes, or other codes and ordinances of the City or to relieve the Dealership from the obligation to obtain all permits necessary under the City's Codes and Ordinances.

Section 4. MUNICIPAL SALES TAX REBATE. As an inducement for the Dealership to construct the building and improvements required by the Dealership on the Property, the City agrees to reimburse the Dealership for relocation costs using Municipal Sales Tax revenues the City receives as a result of the Dealership's business operations on the Property after completion of the Project, as follows:

(1) Approval of Municipal Sales Tax Rebate. Commencing the first day of May of the fiscal year of the City after the Development Project has been completed and Dealership begins remitting Municipal Sales Tax collections to the State of Illinois from its business operations on the Property, the City shall begin reimbursing the Dealership for its Qualified Project Costs incurred to complete the Development Project using Municipal Sales Tax revenues the City receives from the Illinois Department of Revenue as a result of the Dealership's business operations on the Property after completion of the Project, as stipulated below (NOTE: the City will notify the Dealership in writing of the beginning date of the reimbursement entitlement described herein).

(2) Amount of Reimbursement. Thereafter, for each fiscal year of the City, during the term of this Agreement, the Dealership shall receive seven tenths (70%) and the City shall received three tenths (30%) of the Municipal Sales Tax revenue the City receives from the Illinois Department of Revenue as a result of the Dealership's business operations on the Property after completion of the Project until the termination of this Agreement.

(3) Term of Agreement. This Retailer's Occupational Tax Rebate Financing Agreement shall terminate, and the Dealership's entitlement to receive Municipal Sales Tax Rebate reimbursements from the City under this Agreement shall end, at such time as whichever of the following four (4) events shall first occur:

(a) The elapse of the term of ten (10) fiscal years of the City, commencing on May 1 of the fiscal year of the City as described in paragraph (1) of this Section 4; or,

(b) Whenever the Dealership has recovered or recouped from Municipal Sales Tax revenue remitted by the City under this Agreement the full amount of the Dealership's out- of-pocket Qualified Project Costs incurred to complete the Development Project; or,

(c) Upon Dealership receiving a total aggregated sum of One Million Five Hundred Thousand Dollars (\$1,500,000) in Municipal Sales Tax Rebate reimbursement payments pursuant to the terms and conditions of this Agreement; or

(d) December 31, 2013 if the Dealership has failed to substantially complete construction of the Development Project by that date.

(4) Procedure for Reimbursement. Within thirty (30) days after the last day of each calendar month that the Dealership is eligible for Municipal Sales Tax Rebate reimbursement payments from the City under this Agreement, the Dealership shall provide to the City's Accounting Manager or her/his successor or designee, copies of the Dealership's Illinois Department of Revenue Form ST-1 and Form ST-556 Municipal Sales Tax forms the Dealership is required to file monthly with the Illinois Department of Revenue (or such other tax forms as the Dealership would be required to file with the Illinois Department of Revenue to report Municipal Sales Taxes due in substitution or replacement of said forms) for purposes of establishing the Municipal Sales Tax the Dealership has paid to the State of Illinois for each month in question. Each month, the City's Municipal Sales Tax Rebate reimbursement payment to the Dealership shall be based upon said tax returns, with adjustments annually, if any, as hereinafter is provided for in the next succeeding paragraph of this Agreement.

During the entire term of this Agreement, by February 28th of each year for the preceding calendar year ending the preceding December 31, the Dealership shall furnish to the City's Accounting Manager or such other representative as the City shall designate, copies of its annual Municipal Sales Tax returns required to be filed with the Illinois Department of Revenue setting forth the Municipal Sales Tax paid by the Dealership as a result of Dealership's business operations on the Property after completion of the Project for that calendar year. Based upon those tax returns, the City shall determine, within sixty (60) days after receipt of each calendar year return, whether an adjustment in the Municipal Sales Tax Rebate reimbursement amounts for the prior calendar year is necessary and appropriate. In the event the City determines such adjustment is necessary, the City shall advise the Dealership of the amount and the basis of the adjustment, after which the Dealership shall have thirty (30) days thereafter to object. If no objection is made, the adjustment will be made from future Municipal Sales Tax Rebate remittances due the Dealership under this Agreement; or if no future remittance is due, then by cash remittance by the indebted party to the other party. If objection is made, the dispute will be resolved by appropriate representatives or agents of the Illinois Department of Revenue.

(5) Time of Payment. Each reimbursement payment due The Dealership under this Agreement shall be remitted and paid to the Dealership by the City within fifteen (15) days of the City's receipt of Dealership's Municipal Sales Tax revenues from the Illinois Department of Revenue, provided the City has received, within that time, the necessary tax return form(s) for the periodic monthly payment required to be provided to the City by the Dealership under this Agreement. The Dealership shall have twenty (20) days following receipt of each City Municipal Sales Tax Rebate remittance to contest the amount due or the amount remitted shall be deemed to be the amount due. Disputes will be resolved by appropriate representatives or agents of the Illinois Department of Revenue.

(6) Limited Recourse Financing. Notwithstanding anything contained in this Agreement to the contrary, the City's obligation to make Municipal Sales Tax Rebate reimbursements to The Dealership under this Agreement shall be limited to payments from Municipal Sales Tax Remittances the City receives from the Illinois Department of Revenue as a result of Dealership's business operations on the Property after completion of the Project; no other source of City revenue may be used to make payments due under this Agreement.

Section 5. REAL ESTATE TAX COOPERATION. For and during the entire ten (10) year term of this Agreement, the Dealership shall not, without the written consent of the City, take any action to reduce the valuation of the Property, as equalized and assessed by the Monroe County Assessor, and shall not take any action to protest the amount of the ad valorem real estate tax bills for the Property the Dealership receives annually. Further, for and during the entire term of this Agreement, the Dealership shall promptly pay its real estate tax bills on the Property as received. In the event the Dealership: (i) fails to promptly pay real estate taxes due, (ii) attempts to reduce the real estate tax

assessment on the Property without the written consent of the City, or (iii) protests or challenges the amount of real estate tax assessment on the Property without the written consent of the City, the same shall cancel this Agreement and the City shall be under no obligation thereafter to remit payment of any further Municipal Sales Tax Rebate reimbursements to the Dealership.

Section 6. CANCELLATION AND REPAYMENT OF TAX BENEFIT. The parties hereto acknowledge that the City is making and entering into this Agreement with the Dealership for the reason and purpose of stimulating economic development in the City, to create employment in the City, and to enhance the tax base of the City. Under and pursuant to this Agreement, should the Dealership, or any successor operator or assignee, relocate substantially all of its business facilities outside of the City, this Agreement shall automatically be canceled and the aggregated amount of all Municipal Sales Tax Rebate reimbursements made to the Dealership, or any and all successor operator(s) or assignee(s), before the cancellation shall be repaid to the City within thirty (30) days after the relocation and cancellation.

Section 7. REASSIGNMENT OF AGREEMENT AND TAX BENEFITS. The parties may, by and only by, mutual agreement of the City Council and the Dealership, reassign this Agreement and the outstanding benefits to be paid to the Dealership to another separate but similar business that is approved by the City, fulfills the employment requirements of this Agreement, and purchases the Property (on which the Project improvements occurred). Such reassignment releases the Dealership from further obligations to the City under this Agreement except for the repayment of the Municipal Sales Tax Rebate reimbursement amount due the City by the Dealership pursuant to Section 6 hereof.

Section 8. VERIFICATION OF PROJECT COSTS. Within sixty (60) days after substantial completion of the construction of the Project the Dealership shall provide the City with verification of the costs incurred by the Dealership, for completion of the Project, (e.g., canceled checks or drafts, owner's/contractor's sworn statements, mechanic's lien waivers, invoices, construction contracts and ancillary contract documents), with a request that the City approve the amount of the Qualified Project Costs subject to reimbursement under this Agreement. With the proof of payment the Dealership will submit an itemized list of the Project costs indicating the nature of the costs involved and the amount the Dealership paid for the services rendered and the total amount of Qualified Project Costs as computed by the Dealership. Within sixty (60) days thereafter, the City Engineer and the City's Director of Community & Economic Development will determine and recommend to the City Council the amount of the Qualified Project Costs. The City Council shall promptly thereafter notify the Dealership as to the amount of the Qualified Project Costs approved by the City Council. The burden of proving the Dealership's Qualified Project Costs shall be on the Dealership. As stated in the preceding subparagraph (3)(b) of Section 4 of this Agreement, in no event shall the Dealership be entitled to receive under this Agreement Municipal Sales Tax Rebate reimbursement revenues from the City in excess of the Dealership's out-of-pocket Qualified Project Costs for the completion of the Development Project.

Section 9. ATTORNEY'S FEES AND COSTS. In the event there is a default under this Agreement and the default is not cured within the time allowed by this Agreement, then and in that event, the party in default shall be responsible for the payment and discharge of the other party's reasonable attorneys' fees and costs of enforcing or terminating the Agreement and same may be made part of any judgement entered by a court of competent jurisdiction to enforce or terminate the Agreement.

Section 10. ENTIRE AGREEMENT. This Agreement represents the full and complete Agreement between the parties with respect to the matters addressed herein and therein and there are no oral agreements or understandings between the parties. The parties acknowledge and agree that this written Agreement contains all of the terms of their agreement and that any prior negotiations are incorporated in this Agreement and there are no terms, covenants, conditions, promises, or agreements between the parties that are not included in this Agreement.

Section 11. NOTICE. Notices required under this Agreement shall be in writing and shall be deemed to have been validly served, given, or delivered upon deposit in the United States mail by registered mail, return receipt requested, at the address set forth in the beginning paragraph of this Agreement or to such other address as either party shall specify in writing to the other party during the term of this Agreement.

Section 12. NON-WAIVER. No failure or delay by the City or the Dealership in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided for shall be cumulative and not exclusive of any other rights or remedies provided by law.

Section 13. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.

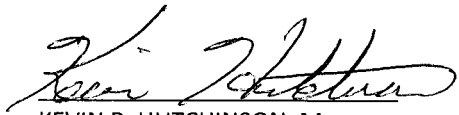
Section 14. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 15. AMENDMENTS. No modifications of or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto, and is thereafter attached hereto and made part hereof.

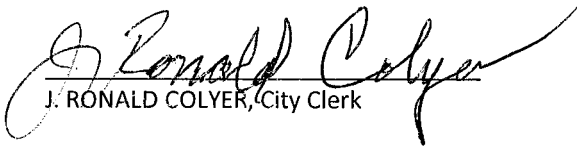
Section 16. SITUS LAW. The parties acknowledge and agree that this Agreement was made and entered into in the State of Illinois and the law of Illinois will apply in interpreting and enforcing this Agreement.

Section 17. BINDING EFFECT. All of the terms, provisions, and conditions of this Agreement shall be binding upon and shall inure to the benefits of the parties hereto, their successors and assigns.

CITY OF COLUMBIA, ILLINOIS,
An Illinois Municipal Corporation,
The Party of the First Part

BY: 
KEVIN B. HUTCHINSON, Mayor

ATTEST:


J. RONALD COLYER, City Clerk

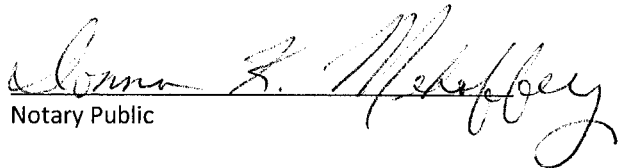
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County in the State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and J. RONALD COLYER, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois, a Municipal Corporation, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of said City, pursuant to an enabling ordinance of said City duly enacted, for the uses and purposes hereinabove set forth.

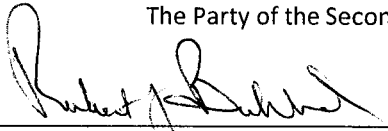
Subscribed and sworn to before me, a Notary Public, this 18th day of March, 2013.



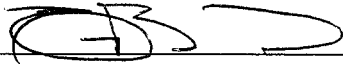

Notary Public

BOB BROCKLAND BUICK GMC, Inc.
A Delaware Corporation Authorized to do Business in the State of Illinois,
The Party of the Second Part

BY:


BOB BROCKLAND, President

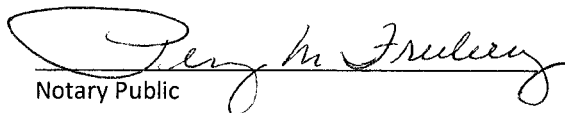
ATTEST:


LIZ BROCKLAND, Treasurer

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the County in the State aforesaid, does hereby certify that BOB BROCKLAND and LIZ BROCKLAND, personally known to me and known to me to be the President and Treasurer, respectively, of Bob Brockland Pontiac GMC, Inc. dba Bob Brockland Buick GMC, Inc., a business corporation created under and pursuant to the laws of the State of Delaware with a Certificate of Authority to do business in the State of Illinois as a foreign corporation, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of Bob Brockland Buick GMC, Inc., pursuant to a duly enacted resolution of said Company's Board of Directors, for the uses and purposes hereinabove set forth.

Subscribed and sworn to before me, a Notary Public, this 22 day of March, 2013.


Notary Public

