# FY 2019 ANNUAL TAX INCREMENT FINANCE REPORT



Name of Municipality:		City of Loves Park	Reporting Fiscal Year:			2019
County:		Winnebago	Fiscal Year End:		4/30/2019	
Unit Code:		101/020/30	-			
		FY 2019 TIF Adminis	trator Contac	ct Informa	ition	
First Name:	Nathan		Last Name:	Bruck		
Address:	100 Heart	Boulevard	Title:	Economi	ic Development	/Planning Manager
Telephone:	815-654-5	033	_City:	Loves Pa	ark	Zip: 61111
E-mail- required	NathanBr	uck@cityoflovespark.com				
I attest to the	e best of m	y knowledge, that this FY 2019 repo	ort of the rede	velopmen	t project area(s)	)
				Loves P		
in the City/V		te pursuant to Tax Increment Alloca	ation Redeval			17443 at soal and or
		ry Law [65 ILCS 5/11-74.6-10 et. se		opment	Ct [05 1200 5/11	-14.4-5 et. seq.j and of
			MAG.			
	7			10	/ /	
	7			M/	30/19	
Written sign	nature of T	IF Administrator			Date	
		1-74.4-5 (d) (1.5) and 65 ILCS 5/11	-74.6-22 (d) (	(1.5)*)		
	-	FILL OUT ONE FO			general and the second	
Na	me of Red	evelopment Project Area	Date Desig	nated	MM/DD/20YY	Date Terminated MM/DD/20YY
North 2nd Str	eet TIF				7/2/2007	
1						

<sup>\*</sup>All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

# SECTION 2 [Sections 2 through 5 must be completed for <u>each</u> redevelopment project area listed in Section 1.] FY 2019

Name of Redevelopment Project Area (below):	
North 2nd Street TIF	
Primary Use of Redevelopment Project Area*:	Combination/Mixed
* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/M	
	Industrial and
If "Combination/Mixed" List Component Types:	Commercial
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	X
Industrial Jobs Recovery Law	

# Please utilize the information below to properly label the Attachments.

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A).	Х	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)]  Please enclose the CEO Certification (labeled Attachment B).		х
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)]  Please enclose the Legal Counsel Opinion (labeled Attachment C).		х
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)]		х
If yes, please enclose the Activities Statement (labled Attachment D).		
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)]  If yes, please enclose the Agreement(s) (labeled Attachment E).		х
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)]  If yes, please enclose the Additional Information (labeled Attachment F).		х
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)]	х	
If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).		
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)]  If yes, please enclose the Joint Review Board Report (labeled Attachment H).		Х
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and		
5/11-74.6-22 (d) (8) (A)]  If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached and (labeled Attachment J).	×	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, then Analysis MUST be attached and (labeled Attachment J).	х	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).		Х
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)]  If yes, please enclose the list only, not actual agreements (labeled Attachment M).	х	

# SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)) Provide an analysis of the special tax allocation fund.

FY 2019

Previous Year Explanation:

North 2nd Street TIF

91,694

0 ' 1 7	A 11	Fund Balance				-
Shacial lav	Allocation	Fund Ralance	a at Haginning	T of Ponorting	a Doriod I	4
Opecial lax	Allocation	I ullu balallu	e at Deuitiliiii	a of Leboluin	a renou i	1 0

SOURCE of Revenue/Cash Receipts:		Revenue/Cash Receipts for Current Reporting Year		Cumulative Totals of evenue/Cash ceipts for life of TIF	% of Total
Property Tax Increment	\$	115,721	\$	922,552	57%
State Sales Tax Increment	\$	-	\$	-	0%
Local Sales Tax Increment	\$	-	\$	-	0%
State Utility Tax Increment	\$	-	\$	-	0%
Local Utility Tax Increment	\$	-	\$	-	0%
Interest	\$	-	\$	13	0%
Land/Building Sale Proceeds	\$	-	\$	-	0%
Bond Proceeds	\$	-	\$	607,000	38%
Transfers from Municipal Sources	\$	10,600	\$	88,651	5%
Private Sources			\$	-	0%
Other (identify source; if multiple other sources, attach schedule)	\$	-	\$	-	0%

All Amount Deposited in Special Tax Allocation Fund	\$	126,321	]		
Cumulative Total Revenues/Cash Receipts			\$	1,618,216	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$	89,368			
Transfers to Municipal Sources Distribution of Surplus	\$	-			
Total Expenditures/Disbursements	\$	89,368	]		
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	\$	36,952	]		
Previous Year Adjustment (Explain Below)	\$	-	]		
FUND BALANCE, END OF REPORTING PERIOD*  * If there is a positive fund balance at the end of the reporting period, you	\$ ou must	128,646 complete Se	] ectio	n 3.3	

FY 2019

TIF NAME:

## North 2nd Street TIF

## ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

(by category of permissible redevelopment project costs )

#### PAGE 1

PAGE 1	T	
Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration		
of the redevelopment plan, staff and professional service cost.		
		\$ -
2. Annual administrative cost.	0.045	
Nicolosi-Galluzzo-legal, general TIF administration, JRB, report certification, RDA agreements	6,015	
	***************************************	\$ 6,015
Cost of marketing sites.		
		6
4 December 2015 and the acceptance of the control o		-
Property assembly cost and site preparation costs.	Professional State of Land Co.	
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or		
private building, leasehold improvements, and fixtures within a redevelopment project area.		
Fehr-Graham & Associates-Landscape architecture-North 2nd & River Lane project	4,510	
Ticomix Redevelopment Agreement #2-interior/exterior rehabilitation and renovation of existing building	1,926	
Park Lanes Redevelopment agreement payment #2-Parking lot landscaping and work	20,000	
Painting and Plumbing		
Loves Park Plaza-Signage improvement under redevelopment agreement	7,000	
		\$ 33,436
Costs of the constructuion of public works or improvements.		
		SERVED STORY OF THE SERVED STORY
		•
		\$ -

SECTION 3.2 A		
PAGE 2		
7. Costs of eliminating or removing contaminants and other impediments.		
		to real places and accompany
		Manager Control of the Control of th
		\$ -
8. Cost of job training and retraining projects.		
	<u> </u>	
O Financian costs		\$ -
9. Financing costs.	00.704	
Northwest Bank-G.O. Bond Principal payment 11/2018	30,704	
Northwest Bank-G.O. Bond Interest payment 11/2018	19,214	
		\$ 49,918
10. Capital costs.		
		March 19 10 10 10 10 10 10 10 10 10 10 10 10 10
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.	PARTICIPATION OF STREET	
,		
		Part Carlotte Control
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		\$ -
12. Cost of reinfoursing notary districts for their increased costs caused by the assisted flousing projects.		
	1 2 2 3 3 3 4 4 5 5 6 5	
		\$ -

SECTION 3.2 A		
PAGE 3		
13. Relocation costs.		
	///	
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		<b>表现是某种的企業的</b> 類
		s -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		ACCOUNT TO THE RESERVED
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.	\$255 (\$457) (\$150 kg) (\$250	
	-	
		WALTER STREET, THE STREET, STR
		(See A.C.) 2012 47 (2013) (See 201)
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 89,368

FY	2019	9

TIF NAME:

# North 2nd Street TIF

Optional: Information in the following sections is not required by law, but would be helpful in creating fiscal transparency.

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

Name	Service	Amount		
Northwest Bank	Debt service Princ and Interest	\$	49,917.80	
Park Lanes	Redevelopment Agreement Payment	\$	20,000.00	
		****		
		1		
			~~~	
<b>W</b> 1		-		
		,		

# SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d) Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

TIF NAME:		North 2	nd Street	t TIF
FUND BALANCE BY SOURCE			\$	128,646
		*		
		ınt of Original		
	!	ssuance	Amou	unt Designated
1. Description of Debt Obligations				
General Obligation Debt Certificate	\$	607,000	\$	506,067
	+			
	+			
		*		
				· · · · · · · · · · · · · · · · · · ·
Total Amount Designated for Obligations	\$	607,000	\$	506,067
	<u> </u>	00.,000	<u> </u>	000,007
2. Description of Project Costs to be Paid				
North 2nd & Pearl Volant-redevelopment agreement			\$	77,000
Ticomix Redevelopment agreement #2			\$	135,333
Fehr-Graham North 2nd Street/River Lane intersection			\$	7,090
RDA pending-Diane Elliott-Dairy Depot	2015103		\$	16,000
, and the same and				.0,000
	100 mg/ 200			
	REFEREN			
Total Associat Position and Sector		1	•	225 422
Total Amount Designated for Project Costs		l	\$	235,423
TOTAL AMOUNT DESIGNATED		1	\$	741,490
TOTAL AROUNT DEGICIALED		, 1	Ψ	771,730
SURPLUS/(DEFICIT)			\$	(612,844)

# SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2019

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# North 2nd Street TIF

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X

Check here if no property was acquired by the Municipality within the Redevelopment Project Area.

Property Acquired by the Municipality Within the Redevelopment Project Area.

# SECTION 5 - 20 ILCS 620/4.7 (7)(F) PAGE 1

FY 2019

TIF Name:

Ratio of Private/Public Investment

#### North 2nd Street TIF

1. NO projects were undertaken by the Municipality W	ithin the Re	edevelopment Pr	roject Are	ea.	
2. The Municipality <u>DID</u> undertake projects within the complete 2a.)	Redevelop	ment Project Are	a. (If sele	ecting this option,	х
<b>2a.</b> The total number of <u>ALL</u> activities undertaken in plan:	n furtherand	ce of the objectiv	es of the	redevelopment	21
LIST ALL projects undertaken by	the Munici	pality Within the	Redevel	onment Project Ar	ea.
				ated Investment	
			for Su	bsequent Fiscal	Total Estimated to
TOTAL:	11/	1/99 to Date		Year	Complete Project
Private Investment Undertaken (See Instructions)	\$	7,494,277	\$	-	\$
Public Investment Undertaken	\$	6,898,676		150,933	\$
Ratio of Private/Public Investment		1 7/81			0
Project 1*: North 2nd and Pearl Volant redevelopm	ent agreer	nent	ИЕ ТО ВІ	E LISTED AFTER	PROJECT NUMBER
Private Investment Undertaken (See Instructions)	- \$	1,284,014			
Public Investment Undertaken	\$	509,000	\$ .	77,000	
Ratio of Private/Public Investment		2 23/44			0
Project 2*: Purchase 5502 N. 2nd (Parkside Buildin	<i>a</i> )				
Private Investment Undertaken (See Instructions)	9/				
Public Investment Undertaken	\$	190,537			
Ratio of Private/Public Investment	1	0			0
Project 3*: Winbrook Management (Baceline Mead	ow Mart Ll	C)-Sales tax re	bate-no	t TIF \$	
Private Investment Undertaken (See Instructions)	\$	1,268,056			****
Public Investment Undertaken	\$	610,897	\$	60,000	
Ratio of Private/Public Investment		2 5/66			0
Project 4*: Howard Crook Drainage Study					
Private Investment Undertaken (See Instructions)		67,000			
Private Investment Undertaken (See Instructions) Public Investment Undertaken	\$	67,000			0
Private Investment Undertaken (See Instructions) Public Investment Undertaken	\$	67,000 0			0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment		0	V .		0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment Project 5*: Kelley Williamson Mobil-Sales tax rebat		0			0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 5*: Kelley Williamson Mobil-Sales tax rebat Private Investment Undertaken (See Instructions)	e-not TIF \$	0			0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment Project 5*: Kelley Williamson Mobil-Sales tax rebat Private Investment Undertaken (See Instructions) Public Investment Undertaken	e-not TIF \$	800,000			0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 5*: Kelley Williamson Mobil-Sales tax rebat Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	e-not TIF \$	800,000 242,123 3 7/23			
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 5*: Kelley Williamson Mobil-Sales tax rebat Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 6*: A.K. Business Development-Clark redev	e-not TIF \$ \$ \$ relopment	0 800,000 242,123 3 7/23 agreement			
Project 4*: Howard Creek Drainage Study Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 5*: Kelley Williamson Mobil-Sales tax rebat Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 6*: A.K. Business Development-Clark redeventions (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions)	e-not TIF \$	800,000 242,123 3 7/23			

3 10/69

# PAGE 2 \*\*ATTACH ONLY IF PROJECTS ARE LISTED\*\*

Private Investment Undertaken (See Instructions)	\$	594,405		27
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0
Project 8*: Crusader Clinic-Federal Public Dollars				
Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	610,470		
Ratio of Private/Public Investment		0		0
Project 9*: Woodward Systems Test Facility				
Private Investment Undertaken (See Instructions)	\$	2,459,430		
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0
Project 10*: Marik Properties-Jimmy John's restau			[	
Private Investment Undertaken (See Instructions)	\$	43,009		
Public Investment Undertaken	\$	15,000		
Ratio of Private/Public Investment		2 85/98		0
Project 11*: Ticomix Redevelopment agreement #1				
Private Investment Undertaken (See Instructions)	\$	35,033		
Public Investment Undertaken	\$	13,000		
Ratio of Private/Public Investment		2 41/59	L	0
Project 12*: Traffic/Street Lights repair and painting	g			
Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	77,541		
Ratio of Private/Public Investment		0		0
Project 13*, Ticomiy Redevelorment agreement #2			Г	
		107.015		
Private Investment Undertaken (See Instructions)	\$	137,615		0.10
Private Investment Undertaken (See Instructions) Public Investment Undertaken		7,824	\$ 6	,843
Project 13*: Ticomix Redevelopment agreement #2 Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$		\$ 6	,843
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$	7,824	\$ 6	<del></del>
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre	\$ \$ eement	7,824 17 10/17	\$ 6	<del></del>
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre Private Investment Undertaken (See Instructions)	\$ \$ eement	7,824 17 10/17 18,653	\$ 6	<del></del>
Private Investment Undertaken (See Instructions)  Public Investment Undertaken  Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre  Private Investment Undertaken (See Instructions)  Public Investment Undertaken	\$ \$ eement	7,824 17 10/17 18,653 5,000	\$ 6	0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre Private Investment Undertaken (See Instructions)	\$ \$ eement	7,824 17 10/17 18,653	\$ 6	<del></del>
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$ \$ eement	7,824 17 10/17 18,653 5,000	\$ 6	0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 15*: Family Dollar Store	eement \$	7,824 17 10/17 18,653 5,000 3 19/26	\$ 6	0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 15*: Family Dollar Store Private Investment Undertaken (See Instructions)	\$ \$ eement	7,824 17 10/17 18,653 5,000	\$ 6	0
Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 14*: Area 251 Bicycles Redevelopment agre Private Investment Undertaken (See Instructions) Public Investment Undertaken	eement \$	7,824 17 10/17 18,653 5,000 3 19/26	\$ 6	0

# PAGE 3 \*\*ATTACH ONLY IF PROJECTS ARE LISTED\*\*

Private Investment Undertaken (See Instructions)	\$	15,000		
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0
			•	
Project 17*: North Suburban Library District Remo	del-Library	tax dollars		ne mente de la constante de la
Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	4,400,000		
Ratio of Private/Public Investment		0		0
Project 18*: N.2nd & River Lane building purchase				
Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	78,773		
Ratio of Private/Public Investment		0		0
Project 19*: Park Lanes, Inc. Redevelopment Agree	ment			
Private Investment Undertaken (See Instructions)	\$	263,560		
Public Investment Undertaken	\$	40,000		
Ratio of Private/Public Investment		6 43/73		0
Project 20*: Loves Park Plaza LLC Redevelopment			<u> </u>	
Private Investment Undertaken (See Instructions)	\$	15,822		
Public Investment Undertaken	\$	7,000		
Ratio of Private/Public Investment	1	2 19/73		0
Ratio of Private/Public Investment		2 19/73		0
Ratio of Private/Public Investment  Project 21*: North 2nd & River Lane Intersection Im	provemen		<u> </u>	0
Project 21*: North 2nd & River Lane Intersection Im	-		-	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken	provement \$	t -	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions)	\$		\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken	\$	t - 4,510	\$ - 090	
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$	t - 4,510	\$ - 090	
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*:	\$	t - 4,510	\$ - 090	
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions)	\$	t - 4,510	\$ - 090	
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken	\$	t - 4,510	\$ - 090	
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*:	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions)	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 24*:	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 24*: Project 24*: Private Investment Undertaken (See Instructions)	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 24*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions)	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 24*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions)	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 24*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment	\$	4,510 0	\$ - 0990	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 24*: Private Investment Undertaken (See Instructions) Public Investment Undertaken	\$	4,510 0	\$ - 090	0
Project 21*: North 2nd & River Lane Intersection Im Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 22*: Private Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 23*: Private Investment Undertaken (See Instructions) Public Investment Undertaken (See Instructions) Public Investment Undertaken Ratio of Private/Public Investment  Project 24*: Project 24*: Private Investment Undertaken (See Instructions)	\$	4,510 0	\$ - 090	0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. \*even though optional MUST be included as part of the complete TIF report

## SECTION 6 FY 2019

TIF NAME:

North 2nd Street TIF

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

#### Year redevelopment

project area was			Reporting Fiscal Year	
designated		Base EAV		EAV
7/2/2007	\$	13,180,414	\$	11,754,034

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

\_\_\_\_x\_ Check if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

#### SECTION 7

Provide information about job creation and retention:

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
Unknown			\$
			\$
			\$
			\$
			\$
			\$
			\$

#### **SECTION 8**

Provide a general description of the redevelopment project area using only major boundaries:

Frontage along North 2nd St from Glendale/Windsor(N)/Cottage Ave&corporate limits(S) & some parcels within one block to the E&W of North 2nd St. between E. Riverside(N)&Lawn Dr.(S)

Optional Documents	Enclosed	
Legal description of redevelopment project area	Provided FY17	
Map of District	Provided FY17	



--- GREGORY R. JURY, MAYOR-

December 10, 2019

Office of the Comptroller Local Government Division 100 W. Randolph, Suite 15-500 Chicago, IL 60601

Re: City of Loves Park Annual TIF Report, Unit Code: 101/020/30 North 2<sup>nd</sup> Street TIF

Please accept this letter as my confirmation that the City of Loves Park was, to the best of my knowledge, in compliance with all Tax Increment Financing (TIF) laws as of April 30, 2019.

Sincerely

Mayor Gregory R. Jury

City of Loves Park



December 20, 2019

Illinois Office of the Comptroller Local Government Division 100 W. Randolph Street, Suite 15-500 Chicago, IL 60601

Re: Opinion of Counsel, City of Loves Park-Fiscal Year 2019

North 2nd Street TIF

# To Whom It May Concern:

I, Gino Galluzzo, do hereby certify that I am duly qualified and acting Attorney of the City of Loves Park, Illinois, and as City Attorney, I am of the opinion, based on information furnished to me by the Treasurer's Office of the City, that the City has complied with the legal requirements of the Tax Increment Allocation Redevelopment Act during the fiscal year beginning May 1, 2018 and ending April 30, 2019, with regards to the North 2nd Street TIF.

Sincerely,

GALLUZZO LAW GROUP, LLC

Gino Galluzzo (815) 265-6142

ggalluzzo@galluzzolawgroup.com

#### Attachment D

## **North Second Street TIF**

- Park Lanes finished their improvements and received their final payment of \$20,000.00 under their redevelopment agreement.
- Loves Park Plaza completed their new signage and received payment of \$7,000.00 under their redevelopment agreement.
- Fehr-Graham Engineering was hired to design intersection improvements at North 2<sup>nd</sup> and River Lane.
- The City has entered into a redevelopment agreement with Diane Elliott, owner of Dairy Depot, for aesthetic improvements to the Dairy Depot and associated properties. The improvements were agreed upon through an inducement resolution during this reporting period. The improvements have already been made to the Dairy Depot and associated properties; the redevelopment agreement is for the completed work.

# **CITY OF LOVES PARK**

ALDERMAN JOHN JACOBSON

Resolution No: 18-080

SEPTEMBER 24, 2018

RESOLUTION AUTHORIZING AN INDUCEMENT AGREEMENT WITH - DIANE ELLIOTT (5413, 5415, 5417, 5419, 5421, AND 5423 NORTH SECOND STREET).

WHEREAS, the City of Loves Park ("City") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended; and

WHEREAS, the City has duly established a Tax Increment Financing ("TIF") District within which the City has implemented Tax Increment Financing within the district, which district is known as the North Second Street TIF District; and

WHEREAS, Diane Elliott, owns certain property located within the North Second Street TIF District ("5413, 5415, 5417, 5419, 5421, and 5423 North Second Street") and has requested TIF assistance from the City; and

WHEREAS, Diane Elliott, wishes to begin work related to the redevelopment of said property located at 5413, 5415, 5417, 5419, 5421, and 5423 North Second Street, prior to entering a redevelopment agreement with the City, and

WHEREAS, the City agrees to provide TIF incentives, for TIF eligible expenses, to Diane Elliott for work related to the redevelopment of the properties located at 5413, 5415, 5417, 5419, 5421, and 5423 North Second Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Loves Park, Illinois, that by the adoption of this resolution, whose recitals are incorporated herein, that the City hereby agrees:

- 1. The above recitals are incorporated into this Resolution as if fully stated herein and made part hereof.
- 2. That the City will provide TIF incentives on TIF eligible expenses incurred that are substantially the same as listed on Exhibit "A", for redevelopment work done at the properties located at 5413, 5415, 5417, 5419, 5421, and 5423 North Second Street.
- 3. The TIF incentive amount issued by the City, for the redevelopment work done at 5413, 5415, 5417, 5419, 5421, and 5423 North Second Street, will be negotiated through a Redevelopment Agreement and City will not be obligated to issue incentives in any specific amount.
- 4. This resolution will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

MOTION:

Alderman Jacobson

SECOND:

Alderman Peterson

Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Jacobson, Puckett, Little, Pruitt)

# Finance and Administration Committee:

Aldernan John Jacobson, Chairman

Alderman John Pruitt

Alderman Chuck Frykman

Alderman Mark Peterson

ATTEST - Clerk Robert Burden

rice raid		\$2,030 OR \$1,200 \$1,200
\$2,030.00 \$750.00		\$450.00 \$725.00 \$500.00 \$450.00 \$6,340.00
Dustsin Tongue		Josh Josh Montel Customs Blake Awmings
OPTION ONE: Install siding and metal / .46 Vinyl Siding Ovation Double 4" & Metalwork – ENTIRE GARAGE OPTION TWO: Replace Wood with Double 5" Bold Dutch Lap Textured Lap Siding - BACK OF GARAGE ONLY OPTION TWO: Prime & Paint Wood - BACK OF	GARAGE ON	Remove & dispose of Signs & electrical from front of building / 2 guys for 3 hours = \$450 plus lift fee \$275  Power Wash front and two sides of building / They have equipment and long hoses  Sand, Prime & Paint Fascia board around top of building & soffits above retail doors & shudders / They will also treat the rust above the doors  Install black vinyl around front doors and window frames to cover silver / Ten-year warranty  Install four Awnings on front of building and replace cover of one on side / Lower welded frame awnings with a solid valance. Upper loose frame awning is finished with a straight border and binding (straight hemmed). All have "Slafe" # 4684 Sunbrella covers. The awning frames and sewing are guaranteed to be as specified and sewing are guaranteed to be as specified and free of defects or faulty workmanship. The Sunbrella shade and marine fabric have a 10 year warranty
DAIRY DEPOT GARAGE / CODE		COMMERCIAL BUILDING

	Install vinyl train artwork with cow conductor on			
	brick and stone / Ten-year warranty	Montel Customs	\$2,502.30	
	Replace menu board sign below window / Ten- year warranty	Montel Customs	\$80.00	
DAIRY DEPOT BRANDING	Replace sign on top of roof with new artwork and polycarbonate / Ten-year warranty	Montel Customs	\$1,313.72	\$5,216.02
	Cover top of two canopy tents with vinyl cow spots / Ten-year warranty	Montel Customs	\$600.00	
	Cover 6 blue barrels and 3 garbage cans with vinyl cow spot artwork / Ten-year warranty	Montel Customs	\$720.00	
	pots	Wausau Made	\$2,700.00	
	Lawn Care b per RACVB Tana Prepping of each pot / estimate \$50 each for 3 pt/ittorey Walter	Lawn Care b per RACVB Tana Vittorey Walter	\$150.00	
DAIRY DEPOT FLOWER POTS	Lawn Care by Wa Summer plants installation / estimate \$135 each designer Danielle for 3 pots	Lawn Care by Walter designer Danielle per RACVB	\$405.00	\$3,705.00
	Winter plants installation / estimate \$150 each for 3 pots	Lawn Care by Walter designer Danielle per RACVB	\$450.00	
	Watering/Maintenance Plan?	خ	~	
	Replace sidewalk (for entire block?) and fix areas where water collects / Consider Stamped			TBD
SIDEWALK	concrete to replicate bilton in classic downtown cities	5	2	

\* Not Including Tax



# **CITY OF LOVES PARK**

BY ALDERMAN JOHN JACOBSON Resolution No: 18-078

DATE: SEPTEMBER 24, 2018

Resolved by the adoption of this Resolution, that the Economic Development/Planning Manager is authorized to sign a contract with Fehr Graham Engineering and Environmental, 200 Prairie Street Suit 208, Rockford, IL 61107, for landscape architecture services to enhance the intersection of North 2<sup>nd</sup> Street and River Lane. The total cost of the contract shall not exceed eleven thousand six hundred dollars (\$11,600).

Funds shall be drawn from Account No. 23-00-5065 (North 2nd Street TIF) for the expense.

MOTION: Alderman Jacobson

SECOND: Alderman Peterson

Motion carried. 10 Ayes (Aldermen Frykman, Peterson, Holmes Schlensker, Allton,

Warden Jacobson, Puckett, Little, Pruitt)

# Finance and Administration Committee:

Alderman John Jacobson, Chairman

Alderman John Pruitt

Mayor Greg Jury

Alderman Mark Peterson

Alderman Chuck Frykman

ATTEST - Clerk Robert Burden



# AGREEMENT FOR PROFESSIONAL SERVICES

Client

Mr. Nathan Bruck City of Loves Park 100 Heart Boulevard Loves Park, IL 61111

815.654.5033

Description of Services:

## City of Loves Park - Loves Park N. 2nd St & River Ln Corner Landscape Enhancement

Fehr Graham will provide the City of Loves Park with landscape architecture services to enhance the intersection of North 2nd Street and River Lane as outlined in our proposal letter of September 12, 2018.

COST: The lump sum fee for performing the above services is \$11,600 is as follows:

Preliminary Concept Design \$ 4,000 IDOT Coordination/Public Open House \$ 3,400 Final Concept Design \$ 2,400 Graphic Renderings \$ 1,800

The attached General Conditions are incorporated into and made a part of this Agreement.

## ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.

CLIENT:	CONSULTANT:	01071
Signature	Ву	Carl ! field
Name Nathan Bruck	Name	Joel P. Zirkle, PG
Title Economic Development / Phonoing Manager	Title	Principal
Date Accepted September 27th, 2018	Date Proposed	September 12, 2018

# GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

- 1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
- 2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
- 3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
- 4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
- 5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
- 6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
- 7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

- If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.
- 8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
- 9. Construction Phase Activities (When applicable) In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

- 10. Estimates of Fees When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
- 11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
- 12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

- 13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
- 14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
- 15. Standard of Care Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
- 16. Liability Insurance Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
- 17. Indemnification and Limitation of Liability Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

- 19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
- 20. Termination The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
- 21. Provision Severable The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
- 22. Governing Law and Choice of Venue Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

#### Attachment F

The financial statements (Exhibits K) for the City of Loves Park - North 2nd Street TIF also include reporting for the Meadow Mart Business District Overlay that is located within and at the north end of the North 2nd Street TIF.

The funds for the North 2nd Street TIF are held separately from the funds for the Meadow Mart Business
District, but they are accounted for in our financial statements in a common special revenue fund called the North 2nd Street
TIF Fund.

The fiscal year 2019 separated financial information is as follows:

\$ \$	260,205.04				for Both Types
	260 205 04	0.000			
\$	200,203.04	\$	9,467.50	\$	269,672.54
	123,967.96	\$	15,319.01	\$	139,286.97
\$	187,967.00			<b>S</b>	187,967.00
\$	572,140.00	\$	24,786.51	\$	596,926.51
\$	-			S	_
	383,388.66	1		1 1	383,388.66
		s	4.589.47		64,708.02
\$	443,507.21	\$	4,589.47	\$	448,096.68
\$	128,632.79	.   \$	20.197.04	\$	148,829.83
\$	572,140.00	\$	24,786.51	\$	596,926.51
		Mead	low Mart Business District	Total f	or Both Types
		100000000000000000000000000000000000000			<b>,</b>
\$	115,720.90			\$	115,720.90
		\$	58,518.91	\$	58,518.91
		\$	: <b>-</b>	\$	-
\$	10,599.85		<u>a</u>	\$	10,599.85
\$	126,320.75	\$	58,518.91	\$	184,839.66
\$	39,450.66	\$	æ 1	\$	39,450.66
\$	30,703.87	\$	-	\$	30,703.87
\$	19,213.93	\$	61,428.31	\$	80,642.24
\$	49,917.80	\$	61,428.31	\$	111,346.11
\$	89,368.46	\$	61,428.31	\$	150,796.77
			x ,*		
\$	36,952.29	\$	(2,909.40)	\$	34,042.89
				\$	-
				\$	-
\$	36,952.29	\$	(2,909.40)	\$	34,042.89
				\$	-
\$	91,690.00	\$	23,096.00 *adjusted for prior rounding.	\$	114,786.00
\$	128,642.29	\$	20,186.60	\$	148,828.89
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 383,388.66 \$ 60,118.55 \$ 443,507.21 \$ 128,632.79 \$ 572,140.00 \$ 115,720.90 \$ 10,599.85 \$ 126,320.75 \$ 39,450.66 \$ 30,703.87 \$ 19,213.93 \$ 49,917.80 \$ 89,368.46 \$ 36,952.29 \$ 91,690.00	\$ 383,388.66 \$ 60,118.55 \$ 443,507.21 \$ 128,632.79 \$ 572,140.00 \$ Mead \$ 115,720.90 \$ \$ \$ 10,599.85 \$ 126,320.75 \$ \$ \$ 39,450.66 \$ 30,703.87 \$ 19,213.93 \$ 49,917.80 \$ 89,368.46 \$ \$ \$ 36,952.29 \$ \$ \$ 91,690.00 \$ \$	\$ 383,388.66 \$ 60,118.55 \$ 443,507.21 \$ 128,632.79 \$ 572,140.00 \$ 20,197.04 \$ 24,786.51 <b>Meadow Mart Business District</b> \$ 115,720.90 \$ 58,518.91 \$ - \$ 10,599.85 \$ 126,320.75 \$ 58,518.91 \$ - \$ 39,450.66 \$ 30,703.87 \$ 19,213.93 \$ 49,917.80 \$ 61,428.31 \$ 89,368.46 \$ 61,428.31 \$ 61,428.31 \$ 36,952.29 \$ (2,909.40) \$ 36,952.29 \$ (2,909.40) \$ 91,690.00 \$ 23,096.00 *adjusted for prior rounding.	\$ 383,388.66 \$ 60,118.55 \$ 443,507.21 \$ 128,632.79 \$ 572,140.00 \$ 24,786.51 Meadow Mart Business District  Total formula in the second

Minutes of the Joint Review Board Meeting Tax Increment Financing (TIF) District North Second Street TIF February 27, 2019, 2:00 P.M., Loves Park City Hall

Present: Tim Bragg – Rockford Park District, Joshua Aurand – Harlem School District, Ken Crowley – Rockford Township, Mary M. Petro – North Suburban Library District, Beth Young -Rock Valley College, Chris Dornbush- Winnebago County

Mayor Jury called the meeting to order at 2:00 P.M. and announced that public member Steve Howlett is unable to attend the Annual meeting, but will be the representative for next year.

Motion to approve the Minutes of the April 17, 2018 Meeting by Chris Dornbush, second by Ken Crowley. Motion carried.

Planning Director Nathan Bruck reported on Park Lanes Redevelopment project, River Lane/ North Second beautification efforts, and the Diane Elliott Inducement Resolution for TIF eligible expenses.

City Treasurer John Danielson presented the Annual Report Overview of the Joint Review Board – North Second Street TIF

Joint Review Board - North 2<sup>nd</sup> Street TIF- February 27, 2019 Treasurer's Report

The TIF reporting period is May 1, 2017 - April 30, 2018.

The beginning cash balance on May 1, 2017 in the North 2<sup>nd</sup> Street TIF Account was \$209,372.90 and the ending cash balance on April 30, 2018 was \$237,560.04.

Reporting on a cash basis:

Revenues received into the fund totaled \$100,096.82 in increment.

Cash basis expenditures during the reporting period totaled \$71,909.68.

Expenditures included payments to:

--Northwest Bank: \$49,917.80 for principal and interest due on the outstanding bond issue

--Ticomix Company: \$1,991.88 for payment #3 under their second redevelopment agreement

--Park Lanes: \$20,000.00 for payment #1 under their redevelopment agreement.

The TIF report filed with the State of Illinois is based on the City of Loves Park audited financial statements for the year and therefore reports revenues and expenditures on a modified accrual basis.

Audited revenues reported for this reporting period were \$132,557.00. \$122,617.00 was increment and \$9,940.00 was the City of Loves Park required 10%

Audited expenditures reported for this reporting period were \$92,520.00.

Reported expenditures included payments to:

-- Nicolosi-Galluzzo: \$20,611.00 for legal work related to North 2<sup>nd</sup> Street TIF This expenditure was paid by the General Fund and will be reimbursed from the TIF to the General Fund in a future period.

This expenditure combined with the cash basis expenditures of \$71,909.68 listed previously, makes up the total expenditures reported of \$92,520.00 (rounded for the

The fund balance at the end of the reporting period was \$91,694.00

Future debt obligations were: \$556,499.00 Future project costs to be paid include:

- --Redevelopment agreement with N.2<sup>nd</sup> & Pearl Volant: \$77,000.00
- --Redevelopment agreement #2 with Ticomix: \$144,102.00
- --Redevelopment agreement with Park Lanes: \$20,000.00
- -- Loves Park Plaza LLC Redevelopment agreement: \$7,000.00

The total amount designated for project costs at the end of the reporting period was:

The total amount designated for debt obligations and future project costs was: \$804,601.00.

There was not a surplus available at the end of the reporting period.

The balance in the TIF checking account at February 26, 2019 was \$260,205.04.

City Attorney Gino Galluzzo reported compliance with all TIF laws.

Motion by Chris Dornbush, second by Beth Young to adjourn. Motion carried.

Meeting adjourned at 2:06 P.M.

Minutes by Robert J. Burden, City Clerk

CITY OF LOVES PARK, ILLINOIS Combining Balance Sheet Nonmajor Governmental Funds April 30, 2019

		Froncein	Special	Special Revenue			Capital	Permanent	
Ope FI	Bridge Operating Fund	Economic Development Revolving Loan Fund	Spring Creek Lakes TIF Fund	North 2nd Street TIF Fund	Loves Park Corporate Center TIF Fund	Forest Hills TIF Fund	Flood Control CIP	Bridge Trust	Total Nonmajor Governmental
\$ 10	100,471	118,025	29,299	269,673	471,936	128,831	2	6,197	1,124,432
	1 1	353 330	321,236	139,287	229,276	153,543		,	843,342
	1 1	555,555	a t	1 1	e i	1 1	- 600	T	353,339
	1	Ü	1	187,967	11.	5 I.	000 -	( )	187,967
		1	1		1	1	199,294	1	199,294
100,471	471	471,364	350,535	596,927	701,212	282,374	199,894	296,271	2,999,048
,			,						
1 1		1 1	169,469	383,389	148,033	17,116	199,894	i i i	718,007
		1	169,469	383,389	148,033	17,116	199,894	1	917,901
. 1			157,069	4,589	114,616	6,803		1 1	11,392
,		10	326,538	448,097	262,649	98,549	199,894	1	1,335,727
1. 4		237,885	1 1	E I	1 1	1 1	1 1	206 274	237,885
100,471	_	1	23,997	148,830	438,563	183,825	1		895,686
Economic Development Revolving Loan Fund	t	233,479			,	1	,		233,479
100,471	11	471,364	23,997	148,830	438,563	183,825		296,271	1,663,321
\$ 100,471	17	471,364	350,535	596,927	701,212	282,374	199,894	296,271	2,999,048

CITY OF LOVES PARK, ILLINOIS
Combining Schedule of Revenues, Expenditures
and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended April 30, 2019

	Total Nonmajor Governmental Funds	851,077 30,040 13,432	044,049	300,241	316,583	1,000,000	51,055	319,272 370,327	1,686,910	(792,361)	i	ī	(792,361)	2,455,682	1,663,321
Permanent	Bridge Trust Fund	10,091		300	300	a			300	8,033	(9,791)	(9,791)	(1,758)	298,029	296,271
Capital Projects	Flood Control CIP Fund	1 1 1		1 1	1	1	ī	1 1		t.		6	ı	1	1
	Forest Hills TIF Fund	161,487		44,285	44,285	ï	5	1 1	44,285	121,792	- 1		121,792	62,033	183,825
*	Loves Park Corporate Center TIF Fund	5,021		142,391	142,391		1		142,391	84,533			84,533	354,030	438,563
evenue	North 2nd Street TIF Fund	174,240		39,450	39,450	i.	30,704	111,346	150,796	34,044		3	34,044	114,786	148,830
Special Revenue	Spring Creek Lakes TIF Fund	293,447		73,785	73,785	E	20,351	258,981	332,766	(39,319)	1	1	(39,319)	63,316	23,997
,	Economic Development Revolving Loan Fund	14,928		30	30	1,000,000	ï	1,000,000	1,000,030	(985,102)	,	1	(985,102)	1,456,466	471,364
	Bridge Operating Fund	1 1 1		16,342	16,342	ı			16,342	(16,342)	9,791	9,791	(6,551)	107,022	100,471
,	Вечення	Taxes \$ Interest Other Total revenues	Expenditures:	General government Highways, streets, & bridges	Total current	Capital outlay Debt service:	Principal payments	Total debt service	Total expenditures	Excess of revenues over (under) expenditures	Other financing sources (uses): Transfers in (out)	Total other financing sources (uses)	Net change in fund balances	Fund balances: Beginning	Ending \$

# CITY OF LOVES PARK, ILLINOIS

# Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

# North 2nd Street TIF Fund

For the Year Ended April 30, 2019 With Comparative Totals for the Year Ended April 30, 2018

			2019		2018
	Original	Final	A - ( = 1	Variance Positive	
Revenues:	Budget	Budget	Actual	(Negative)	Actual
Property tax \$	120,000	120,000	115 701	(4.070)	400.044
Sales tax	Cardinavaro (Canadoscova)	120,000	115,721	(4,279)	122,614
Other	60,000	60,000	58,519	(1,481)	62,341
Other	11,000	11,000	10,600	(400)	9,940
Total revenues	191,000	191,000	184,840	(6,160)	194,895
Expenditures:					
General government:					
Redevelopment agreements	29,000	29,000	28,925	75	21,992
Legal & consulting	32,000	32,000	6,015	25,985	20,611
Miscellaneous	242,158	242,158	4,510	237,648	-
	303,158	303,158	39,450	263,708	42,603
Debt service:					12,000
Principal payments	31,000	31,000	30,704	296	29,376
Interest payments	120,000	120,000	80,642	39,358	79,257
	151,000	151,000	111,346	39,654	108,633
Total expenditures	454,158	454,158	150,796	303,362	151,236
Net change in fund balance \$	(263,158)	(263,158)	34,044	297,202	43,659
Fund halanan					
Fund balance:			444 765		==
Beginning			114,786		71,127
Ending		\$	148,830		114,786



# INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE OF ILLINOIS PUBLIC ACT 85-1142

Illinois Department of Revenue Springfield, Illinois

We have audited the basic financial statements of the City of Loves Park, Illinois for the year ended April 30, 2019, and have issued our report thereon dated December 19, 2019. The basic financial statements are the responsibility of the City's management. Our responsibility is to express an opinion on the eligibility for costs incurred incidental to the implementation of the redevelopment plan and redevelopment projects associated with the Loves Park Corporate Center TIF District, North 2nd Street TIF District, Spring Creek Lakes TIF District, Zenith Cutter TIF District, and Forest Hills TIF District pursuant to Subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act.

Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. We believe that our audit provides a reasonable basis for our opinion.

The City of Loves Park, Illinois' management is responsible for the government's compliance with laws and regulations. In connection with our audit referred to above, we selected and tested transactions and records to determine the government's compliance with State of Illinois Public Act 85-1142, "An Act in Relation to Tax Increment Financing".

The results of our test indicate that for the items tested, the City of Loves Park, Illinois complied with Subsection (q) of Section 11-74.4-3 of Public Act 85-1142.

Lucas Group CPAs + Adrisons, XXC

Freeport, Illinois December 19, 2019