

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2021**

Name of Redevelopment Project Area (below):	Forest Hills Road TIF
Primary Use of Redevelopment Project Area*: Combination/Mixed	

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	Industrial and Commercial
Tax Increment Allocation Redevelopment Act	<input checked="" type="checkbox"/>
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).	X	
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).		X
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).		X
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)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
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).		X
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).		X
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)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
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).		X
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).	X	
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).	X	
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).		X
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).	X	

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 2021

Forest Hills Road TIF

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 85,753

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 257,900	\$ 469,762	93%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources	\$ 16,429	\$ 34,543	7%
Private Sources			0%
			0%

All Amount Deposited in Special Tax Allocation Fund \$ 274,329

Cumulative Total Revenues/Cash Receipts \$ 504,305 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 103,379

Transfers to Municipal Sources \$ -

Distribution of Surplus

Total Expenditures/Disbursements \$ 103,379

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 170,950

Previous Year Adjustment (Explain Below) \$ -

FUND BALANCE, END OF REPORTING PERIOD* \$ 256,703

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

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.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 103,379

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

FY 2021

TIF NAME:

Forest Hills Road TIF

FUND BALANCE BY SOURCE

\$ 256,703

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		

Total Amount Designated for Obligations \$ - \$ -

2. Description of Project Costs to be Paid		
Redevelopment agreement-DYN/Kishwaukee		\$ 2,821,278

Total Amount Designated for Project Costs \$ 2,821,278

TOTAL AMOUNT DESIGNATED \$ 2,821,278

SURPLUS/(DEFICIT) \$ (2,564,575)

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

FY 2021

TIF NAME:

Forest Hills Road 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.

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (8):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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

PAGE 1

FY 2021

TIF Name:

Forest Hills Road TIF

Page 1 is to be included with TIF report. Pages 2 and 3 are to be included **ONLY** if projects are listed.Select **ONE** of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	3

LIST **ALL** projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 5,025,446	\$ -	\$ -
Public Investment Undertaken	\$ 227,548	\$ 91,755	\$ -
Ratio of Private/Public Investment	22 4/47		0

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: DYN/Kishwaukee LLC

Private Investment Undertaken (See Instructions)	\$ 5,025,446	\$ -	\$ -
Public Investment Undertaken	\$ 178,722	\$ 91,755	
Ratio of Private/Public Investment	28 7/59		0

Project 2*: Batteries Plus

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 25,400		
Ratio of Private/Public Investment	0		0

Project 3*: CRV Properties, LLC

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 23,426	\$ -	
Ratio of Private/Public Investment	0		0

Project 4*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6*:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		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 2021

TIF NAME: Forest Hills Road 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 designated	Base EAV	Reporting Fiscal Year EAV
6/23/2014	\$ 4,493,589	\$ 6,154,229

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

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:

125.2 acres bounded by Forest Hills Rd.(E)/Material Ave.(W)/Northridge Dr.(S)/Harlem (N)

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



— GREGORY R. JURY, MAYOR —

April 9th 2022

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
Forest Hills Road 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, 2021.

Sincerely,

A handwritten signature in black ink that reads "Gregory R. Jury". The signature is written in a cursive style with a large, sweeping "G" and "J".

Mayor Gregory R. Jury
City of Loves Park



839 N. Perryville Rd. Suite 200 | Rockford, IL 61107-6202
815.265.6464 | www.aghllaw.com

August 11, 2022,

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 2021 Forest Hills Road 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, 2020 and ending April 30, 2021, with regards to the Forest Hills Road TIF.

Sincerely,

ALLEN GALLUZZO HEVRIN LEAKE, LLC

A handwritten signature in black ink, appearing to read 'Gino Galluzzo', is written over a light blue horizontal line.

Gino Galluzzo
(815) 265-6142
ggalluzzo@aghllaw.com

Attachment D

Forest Hills TIF

Batteries Plus completed parking lot resurfacing in the TIF under a redevelopment agreement using partial TIF funds and some business district tax rebates. Collier RV (CRV) also participated in parking lot resurfacing using business district tax rebated within the TIF district. DYN/Kishwaukee is planning to build a new grocery store within the boundaries of the TIF during the next fiscal year.

1


CITY OF LOVES PARK

ORDINANCE NO. 4359-20

**AN ORDINANCE AUTHORIZING THE CITY OF LOVES PARK TO
ENTER INTO A REDEVELOPMENT AGREEMENT WITH CRV
PROPERTIES, LLC-FOREST HILLS ROAD SERIES**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF LOVES PARK, ILLINOIS, THIS
8TH DAY OF SEPTEMBER, 2020**

**Published in Pamphlet Form by
authority of the Mayor and City Council
of the City of Loves Park, Illinois, this
10th day of September, 2020.**



Robert J. Burden, City Clerk

ORDINANCE NO. 4359-20

AN ORDINANCE AUTHORIZING THE CITY OF LOVES PARK TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH CRV PROPERTIES, LLC-FOREST HILLS ROAD SERIES.

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 from time to time; and

WHEREAS, the City has duly established the "Forest Hills Road Business District" under the provisions of the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3 *et seq.* ("BDD Law"), within which Forest Hills Road Business District the City has implemented a 1% Retailers' Occupation Tax and Service Occupation Tax; and

WHEREAS, the City is authorized under the provisions of the BDD Law to enter into agreements which are necessary or incidental to the implementation of the redevelopment plan and project for the Forest Hills Road Business District; and

WHEREAS, CRV Properties, LLC - Forest Hills Series, an Illinois limited liability company ("Developer") intends to improve certain real property located within the Forest Hills Road Business District ("Developer Property"); and

WHEREAS, the City has entered into negotiations with Developer for the purposes of drafting a redevelopment agreement to assist with the improvements of the Developer's property; and

WHEREAS, The City has determined that the execution of such a redevelopment agreement with the Developer is in the best interests of the City.

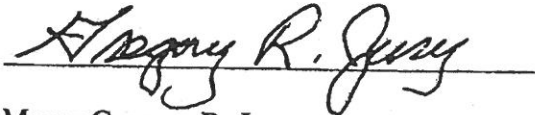
NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF LOVES PARK, WINNEBAGO AND BOONE COUNTIES, ILLINOIS, AS FOLLOWS:

1. The above recitals are incorporated herein and made apart hereof.
2. The City hereby approves the execution of that certain redevelopment agreement by and between the City and Developer in substantially the same form as attached hereto as Exhibit "A" ("Redevelopment Agreement").
3. The Mayor is hereby authorized to sign the Redevelopment Agreement as well as any other necessary documentation required to finalize the Redevelopment Agreement.
4. This ordinance shall become effective upon its passage, approval and publication as provided by law.

SIGNATURE PAGE FOLLOWS

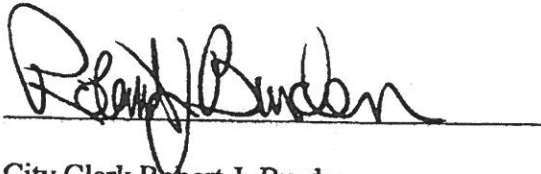
PASSED by the City Council of the City of Loves Park this 8th day of Sept., 2020.

APPROVED:



Mayor Gregory R. Jury

ATTEST:



City Clerk Robert J. Burden

PUBLISHED: In pamphlet form September 10, 2020 as required by Ordinance.

PASSED: September 8, 2020, 9 Ayes (Aldermen Allton, Warden, Jacobson, Puckett, Little, Pruitt, Frykman, Holmes, Schlensker) 1 Absent (Alderman Peterson)

APPROVED: September 10, 2020

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)
CITY OF LOVES PARK)

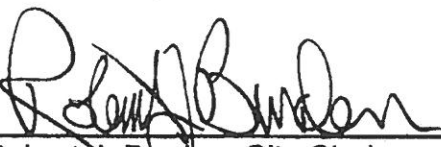
CERTIFICATE

I, **ROBERT J. BURDEN**, certify that I am the duly elected and acting Municipal Clerk of the City of Loves Park, Winnebago County, Illinois.

I further certify that on September 8, 2020, the Corporate Authorities passed Ordinance No. 4359-20, entitled "An Ordinance Authorizing the City of Loves Park to Enter into a Redevelopment Agreement with CRV Properties, LLC-Forest Hills Road Series," and by its terms, that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 4359-20, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on September 10, 2020, and continuing for at least ten days thereafter. Copies of such ordinance were also available for public inspection, upon request, in the office of the municipal clerk.

Dated at Loves Park, Illinois, this September 10, 2020.



Robert J. Burden, City Clerk

**Ordinance
EXHIBIT "A"
Redevelopment Agreement**

REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (“Agreement”) dated as of this ____ day of _____, 2020 (the “Effective Date”), is made by and between the **CITY OF LOVES PARK**, an Illinois municipal corporation, having its offices at 100 Heart Boulevard, Loves Park, Illinois, 61111 (“City”) and **CRV Properties, LLC-Forest Hills Road Series**, an Illinois limited liability company having its principal office at 1512 East Riverside Boulevard, Loves Park, Illinois 61111, and its affiliates (“Owner”).

RECITALS

WHEREAS, the 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 from time to time; and

WHEREAS, the City is further authorized under the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3, *et seq.* (“Business District Act”) to undertake the development, redevelopment, improvement, maintenance and revitalization of properties located within properly formed Business Districts, as that term is defined in the Business District Act, within the City if the conditions specified in the Business District Act are met, and is further authorized to impose Business District Retailer's Occupation Taxes and Business District Service Occupation Taxes to pay the costs of such development, redevelopment, improvement, maintenance and revitalization as permitted under the Business District Act; and

WHEREAS, the City has determined that it is in the best interests of the City to develop and redevelop certain real property within the City legally described in Exhibit “A” (“Forest Hills Road Business District”), attached hereto and made a part of this Agreement, pursuant to its Redevelopment Plan for the Forest Hills Road Business District, as such term is defined in the Business District Act; and

WHEREAS, on October 5, 2015, the City expressed its intent to establish a “business district” and adopt a “redevelopment plan” for the proposed Forest Hills Road Business District in that area legally described in Exhibit “A” pursuant to the Business District Act by adopting and approving Resolution 15-114, expressing the official intent of the City regarding certain redevelopment costs to be incurred in connection with the redevelopment of the proposed Forest Hills Business District; and

WHEREAS, on March 21, 2016, pursuant to and in accordance with the provisions of the Business District Act, the City Council held a public hearing to consider the establishment of a business district and the adoption of a redevelopment plan for such business district;

WHEREAS, the City Council has determined that the Forest Hills Business District: (i) is a “blighted area” as defined in the Act; (ii) constitutes an economic liability to the City in its present condition and use; and (iii) on the whole has not been subject to growth and development by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Forest Hills Road Business District Redevelopment Plan; and

WHEREAS, pursuant to the Business District Act, the City, by Ordinances 4075-16, 4076-16 and 4077-16, adopted by the City Council on March 28, 2016, approved the Redevelopment Plan for the Forest Hills Road Business District, designated the Forest Hills Road Business District, and imposed a 1% Retailers' Occupation Tax and Service Occupation Tax within the Forest Hills Road Business District; and

WHEREAS, the Owner holds title to real property that is located within the Forest Hills Road Business District, which property is described in "Exhibit B" attached hereto and made a part hereof ("Owner Property"); and

WHEREAS, Owner proposes to redevelop the Owner Property by performing the improvements identified in Exhibit "C", attached hereto and made a part hereof (collectively referred to as the "Owner Project"); and

WHEREAS, Owner has represented to the City that it would not be able to undertake development and redevelopment of the Owner Property with the Owner Project in an economically feasible manner, and that it would not undertake such development and redevelopment, unless it is reimbursed a portion of its costs associated with the Owner Project; and

WHEREAS, the City now desires to enter into this Redevelopment Agreement with the Owner and agrees to use certain sales tax revenues generated from the Forest Hills Road Business District to defray certain costs of the Owner Project, to the extent such costs qualify for reimbursement pursuant to the Business District Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

ARTICLE I. INCORPORATION OF RECITALS

1.1. The Recitals set forth above are an integral part of this Agreement and by this reference incorporated herein.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

2.1. **Representations and Warranties of Owner**. To induce the City to execute this Agreement and perform the obligations of City hereunder, Owner hereby represents and warrants to the City as follows:

2.1.1. Owner is a duly organized and existing corporation in good standing under the laws of the State of Illinois;

2.1.2. No litigation or proceedings are pending, or to the best of Owner's knowledge, are threatened against Owner, which could: (i) affect the ability of Owner to perform

its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) which materially affect the operation or financial condition of Owner;

2.1.3. To the best of Owner's knowledge, the execution, delivery and performance by Owner of this Agreement does not constitute, or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Owner is a party to or may be bound under; and

2.1.4. The party executing this Agreement on behalf of Owner has been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and bind Owner to perform the terms and obligations contained herein.

2.2. **Representations and Warranties of the City.** To induce the Owner to execute this Agreement and to perform the Owner's obligations hereunder, the City hereby represents and warrants to the Owner as follows:

2.2.1. The City is an Illinois municipal corporation duly incorporated and existing under the laws of the State of Illinois and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute this Agreement.

2.2.2. Neither the execution and delivery of this Agreement by the City, the consummation of the transactions contemplated hereby by the City, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the City conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the City or any other agreement to which the City is a party.

2.3. **Survival of Representations and Warranties.** The Parties agree that all of their respective representations and warranties set forth in this Article and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive for the term of this Agreement.

ARTICLE III. OWNER OBLIGATIONS

3.1. **Completion of Owner Project.** Notwithstanding anything to the contrary in this Agreement, the City shall not be obligated to make any payments to the Owner if the Owner Project is not completed prior to November 30, 2020.

3.2. **Plans and specifications.** The Owner Project shall conform to all applicable legal requirements, including but not limited to, the City's Code of Ordinances, and any state, federal or agency regulations applicable to the Owner Project. All site, landscaping, architectural and engineering drawings and specifications (the "Plans") typically required for the Owner Project shall be submitted by Owner at its sole cost and expense and such Plans shall be reviewed and processed by the City or its designee. Such Plans shall conform to all federal, State and City laws and ordinances concerning the rights of accessibility

for the physically disabled, the provision of adequate parking and concerning environmental issues. For the limited purpose of this Agreement, the requirements of this paragraph shall be deemed to have been met if the Owner constructs the improvements in accordance with Plans for which building permits are issued by the City.

ARTICLE IV. BUSINESS DISTRICT ECONOMIC INCENTIVE

4.1. **Business District Financing of Redevelopment Project Costs.** Owner has represented to the City that, but for business district financing assistance from the Forest Hills Road Business District, the Owner Project would not be economically viable. The Parties agree that such incentive, implemented in accordance with the terms and provisions of this Agreement and the Business District Act shall be a source of funding for the Owner Project to make the Owner Project economically viable. The City shall provide for the accounting segregation of the Business District Retailer's Occupation Taxes and Business District Service Occupation Taxes generated within the Forest Hills Road Business District, as determined in accordance with Section 5/11-74.3-6 of the Business District Act, into a special fund heretofore created by the City for the Forest Hills Road Business District (the "Business District Fund") to be held by the City.

4.2. **Business District Sales Tax Revenues.** For the purposes of this Agreement, the term "**Business District Sales Tax Revenues**" shall mean the revenues collected by the Illinois Department of Revenue and received by the City which are the result of that one percent (1.0%) Business District Retailer's Occupation Tax and that one percent (1.0%) Business District Service Occupation Tax levied upon those businesses located on the Owner Property in the Forest Hills Road Business District, and which includes any replacement, substitute or amended taxes, during the life of the Forest Hills Redevelopment Project Area.

4.3. **Pledge of Business District Sales Tax Revenues.** Commencing with the date of this Agreement, the City hereby pledges and agrees to provide Owner with an amount, not to exceed, **Eight Thousand Five Hundred and no/100ths Dollars (\$8,500.00)** of the Business District Sales Tax Revenues generated from within the Forest Hills Road Business District which are not otherwise committed for distribution pursuant to redevelopment agreements existing prior to this Agreement ("**Pledged Sales Tax Revenues**") to reimburse Owner for its eligible "**Business District Project Costs**", as that term is defined in the Business District Act ("**Owner Eligible Business District Project Costs**") in accordance with Section 4.4 of this Agreement to the extent the same were incurred for the Owner Project. The maximum amount of Pledged Sales Tax Revenues ("**Maximum Revenue**") to be paid during the time of this Agreement is **Eight Thousand Five Hundred and no/100ths Dollars (\$8,500.00)**.

4.4. **Authenticating the Owner Eligible Business District Project Costs.** As a condition precedent to receiving reimbursement for Owner Eligible Business District Project Costs, Owner shall submit to the City, or its designee, a written Request for Certification. Each Request for Certification shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the City, or its designee, shall reasonably require evidencing that Owner has incurred the Owner Eligible Business District Project Costs sought to be certified. If a Request for Certification is deficient, the City shall notify the Owner of the specific deficiencies. Upon the Owner's delivery of reasonably sufficient evidence, the City shall certify such costs as reimbursable within sixty (60) days and the same shall be eligible for

payment to Owner pursuant to the terms of this Article. The City shall have the right to inspect the interior and exterior of any improvement for which reimbursement is sought pursuant to this Section 4.

4.5. **Timing of Payments.** The payment of the Pledged Sales Tax Revenues referenced in Section 4.3 will be paid within thirty (30) days of certification of the Owner Eligible Business District Project Costs as provided in Section 4.4. Owner Eligible Business District Project Costs which have been reimbursed to Owner will not be subject to reimbursement as Owner Eligible Redevelopment Costs.

ARTICLE V. COMPLIANCE WITH LAWS

5.1. **Defense of Business District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Business District Act and the subject matter contemplated by this Agreement contests or determines that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the Forest Hills Road Business District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Owner shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the integrity of the Forest Hills Road Business District and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the Forest Hills Road Business District that each party shall incur as a result of defense of the same. The City, however, shall be entitled to reimbursement of its attorneys' fees and litigation costs, including expert witness fees, from the Business District Sales Tax Revenues which reimbursement shall have priority to any reimbursements to Owner. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The City shall not seek to set aside, or otherwise challenge, its obligations under this Agreement during the pending of any appeal.

5.2. **Compliance with Law.** Neither Owner nor any of its contractors, subcontractors or material suppliers shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status parental status or source of income in the construction of the Owner Project and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the construction of the Owner Project.

5.3. **Prevailing Wage.** Where required by law, the Owner shall pay no less than the prevailing rate of wages as found by the City or the State of Illinois or as determined by a court of competent jurisdiction upon review to all laborers, workers and mechanics performing under any contract entered into with Owner or any of Owner's subcontractors in relation to the construction relating to the Owner Project.

ARTICLE VI. DEFAULT REMEDIES

6.1. **Defaults/Remedies:** If either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, such Party shall, upon written notice from the other party proceed to cure or remedy such default or breach within fifteen (15) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting party commences to cure the default within

said fifteen (15) day period and proceeds with due diligence to cure the same, such party shall not be deemed to be in default under this Agreement. In the case of a City default, Owner shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Owner, the City will have all legal and equitable remedies available to it, including suspending payments until the default of Owner is cured or alternatively terminating this Agreement. Notwithstanding the forgoing; the Owner shall not have the ability to cure a default regarding the required completion date identified in Section 3.1 for the Owner Project.

6.2. **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":

6.2.1. If, at any time, any material term, warranty, representation or statement made or furnished by City or Owner (including the representations and warranties of Owner described herein) is not true and correct in any material respect because of which the Owner is unable to fulfill its obligations hereunder; or

6.2.2. If any petition is filed by or against City or Owner under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or

6.2.3. Any assignment, pledge, encumbrance, transfer or other disposition which is prohibited under this Agreement.

6.3. **Waiver and Estoppel.** Any delay by City or Owner in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive City or Owner of or limit such rights in any way. No waiver made by City or Owner with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Owner with respect to any other defaults.

ARTICLE VII. PERFORMANCE

7.1. **Obligations of City.** The obligations contained within this Agreement are not Full Faith and Credit obligations of the City. All payment obligations on the part of the City contained in this Agreement are contingent upon the City's receipt of Business District Sales Tax Revenues as set forth herein and further subject to the provisions of the Business District Act and this Agreement.

7.2. **Restrictions on Assignment;** Owner may not assign any, or all, of its rights and obligations under this Agreement without the express prior written consent of the City.

7.3. **Time of the Essence.** Time is of the essence of the Agreement.

ARTICLE VIII. GENERAL

8.1. **Drafter Bias;** The parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the parties, both of whom are represented by

separate counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

8.2. **Partnership not intended nor Created:** Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.

8.3. **Entirety and Binding Effect:** This document represents the entirety of the agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

8.4. **Survival of Provisions:** If any of the provisions of this Agreement are invalid with any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however the remainder of this instrument and any other application of such provision shall not be affected thereby.

8.5. **Use of Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

8.6. **Amendments and Modifications:** Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

8.7. **Defaults:** In the event of a default and/or litigation arising out of enforcement of this agreement, each party shall be responsible for their own costs, charges, expenses, and attorney's fees.

8.8. **Indemnification:** Owner agrees and to indemnify and hold the City and its officers, elected and appointed, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the failure of the Owner to comply with this Agreement.

8.9. **Notices:** All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Owner: CRV Properties, LLC - Forest Hills Road Series
7373 Harrison Avenue
Rockford, IL 61112

To the City: City of Loves Park
Attn: Mayor
100 Heart Boulevard
Loves Park, IL 61111

With City copy to: Attorney Gino Galluzzo
Galluzzo Law Group, LLC
6735 Vistagreen Way, Suite 210
Rockford, IL 61107

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier or by certified mail, return receipt requested, with proof of delivery thereof. Mailed Notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

8.10. **Counterparts:** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

8.11. **Previous Agreements:** The foregoing is the agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiation between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void.

ARTICLE IX.

MONETARY LIMITATION

9.1. **Maximum Reimbursement:** Notwithstanding anything in this Agreement to the contrary, the total amount of money paid to Owner pursuant to the terms of this Agreement shall not exceed Eight Thousand Five Hundred Dollars (\$8,500.00).

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AGREEMENT, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

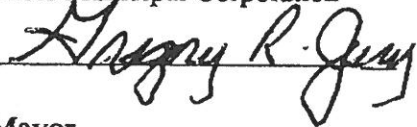
SIGNATURE PAGE FOLLOWS

**CRV PROPERTIES, LLC -
FOREST HILLS ROAD SERIES**
an Illinois Limited Liability Company

By:  _____

Its: President

CITY OF LOVES PARK,
an Illinois Municipal Corporation

By:  _____

Its: Mayor

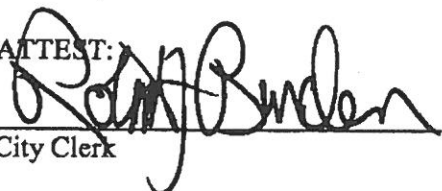
ATTEST:  _____
City Clerk

EXHIBIT "A"
Forest Hills Road Business District Area

*LEGAL DESCRIPTION OF
FOREST HILLS ROAD BUSINESS DISTRICT*

BLOCK 1

Part of the Southeast Quarter of Section 5, Township 44 North Range 2 East of the Third Principal Meridian bounded and described as follow to-wit.

Beginning at the intersection of the centerline of East Riverside Boulevard and the centerline of Forest Hills Road; thence Southwesterly along the centerline of Forest Hills Road to the intersection of said centerline and the Southerly line of the Northerly 250 feet of Lot 6 as designated upon the plat of Hamilton Acres the plat of which is recorded in Book 22 of Plats on Page 333 in the Recorder's Office of Winnebago County, Illinois.; thence Northwesterly along Southerly line of the Northerly 250 feet of Lot 6 to the Easterly right-of-way line of the Chicago and Northwestern Railroad; thence Northeasterly along the Easterly right-of-way line of the Chicago and Northwestern Railroad and said line extended Northeasterly to the centerline of East Riverside Boulevard; thence Easterly along the centerline of East Riverside Boulevard to the point of beginning. Situated in the County of Winnebago, State of Illinois.

and

BLOCK 2

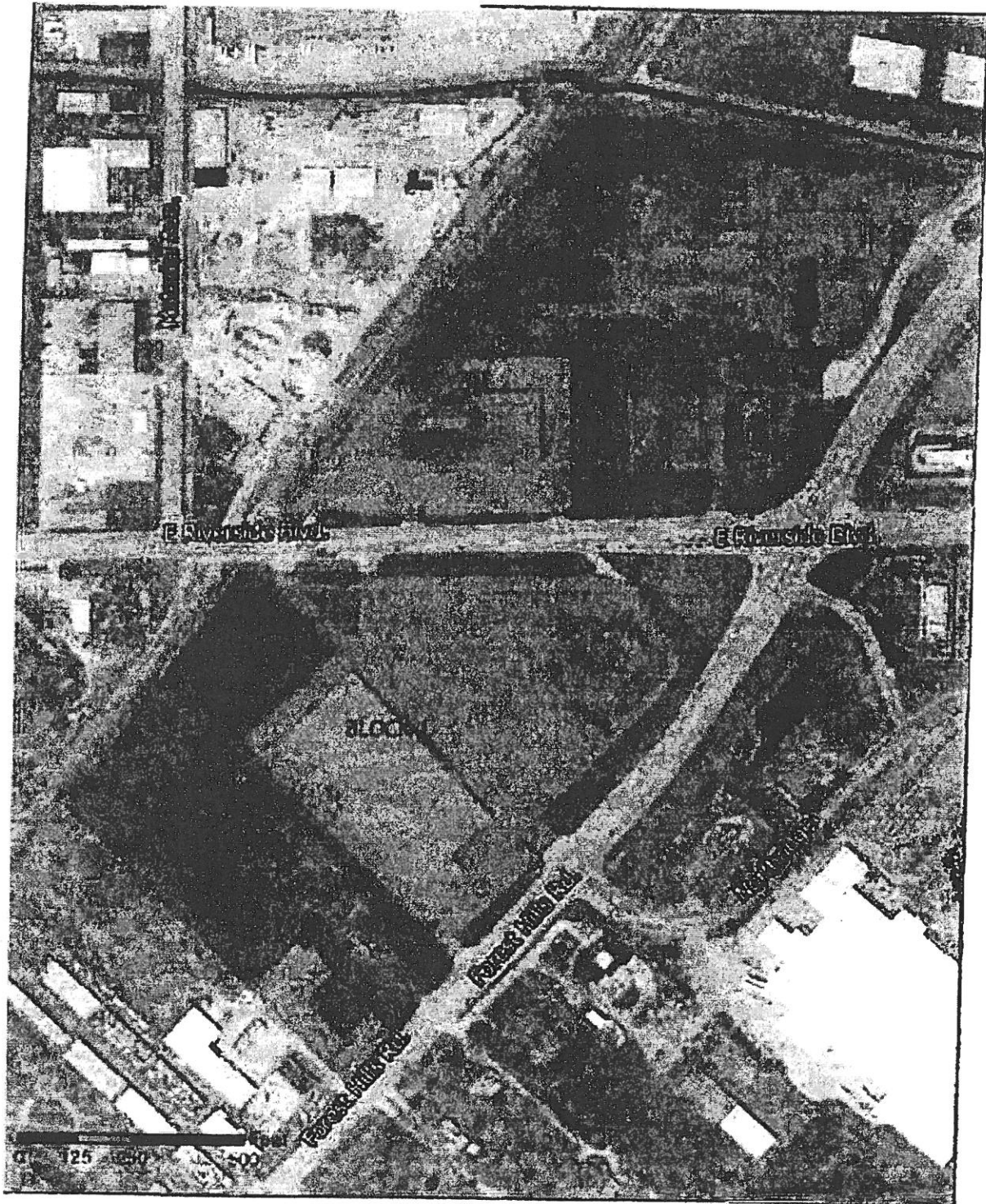
Part or the West half of Section 5, Township 44 North, Range 2 East of the Third Principal Meridian bounded and described as follows to-wit

Beginning at the intersection of the Easterly right-of-way line of Forest Hills Road, extended Southwesterly and the centerline of East Riverside Boulevard; thence Westerly along the centerline of East Riverside Boulevard to the Easterly right-of-way line of the Chicago and Northwestern Railroad extended Southerly; thence Northeasterly along said Easterly right-of-way line to the Northerly line of Lot 7 as designated upon the plat of Baudhuin Farms the plat of which is recorded in Book 22 of Plats on Page 74 in the Recorder's Office of Winnebago County, Illinois; thence Easterly along the North line of said Lot 7 to the Southerly line of a Drainage Way as designated upon said plat; thence Southeasterly along the Southerly line of said Drainage Way and said Southerly line extended to the Easterly right-of-way line of Forest Hills Road; thence Southwesterly along the Easterly right-of-way line of Forest Hills Road and said right-of-way line extended to the point of beginning. Situated in the County of Winnebago, State of Illinois.

and

All right-of ways immediately adjacent to Block 1 and/or Block 2.

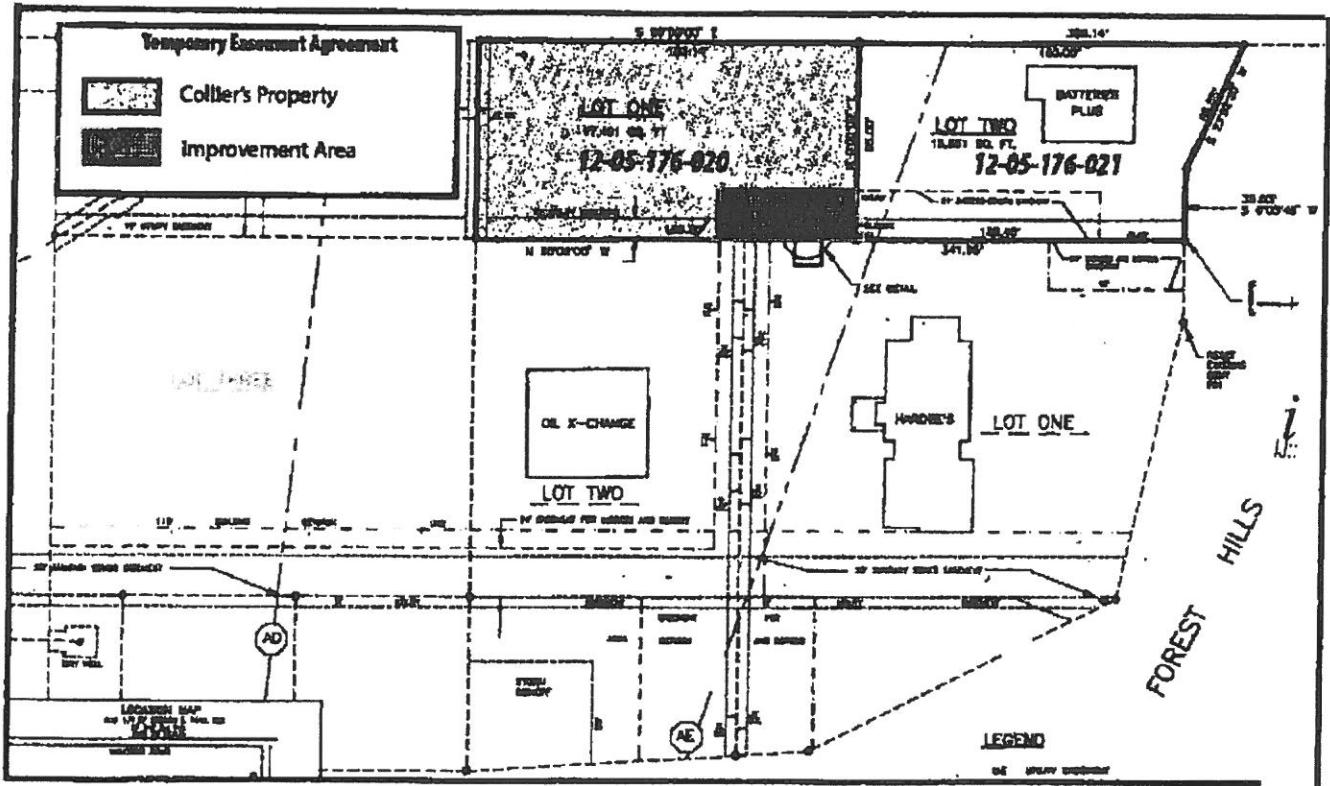
Forest Hills Business District



EXIDBIT "B"
Description - Owner Property

LOT ONE (1) AS DESIGNATED UPON THE REPLAT OF PART OF LOT 4 OF MCGUIRE/HAMER SUBDIVISION AS RECORDED IN BOOK 38 OF PLATS ON PAGE 125B, BEING A PART OF LOTS 2 AND 3, BAUDHUIN FARMS SUBDIVISION IN THE SOUTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF LOVES PARK, THE REPLAT OF WHICH IS RECORDED IN BOOK 41 OF PLATS ON PAGE 83B IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF WINNEBAGO AND THE STATE OF ILLINOIS.

Subdivision Plat - Detail



Aerial Overview

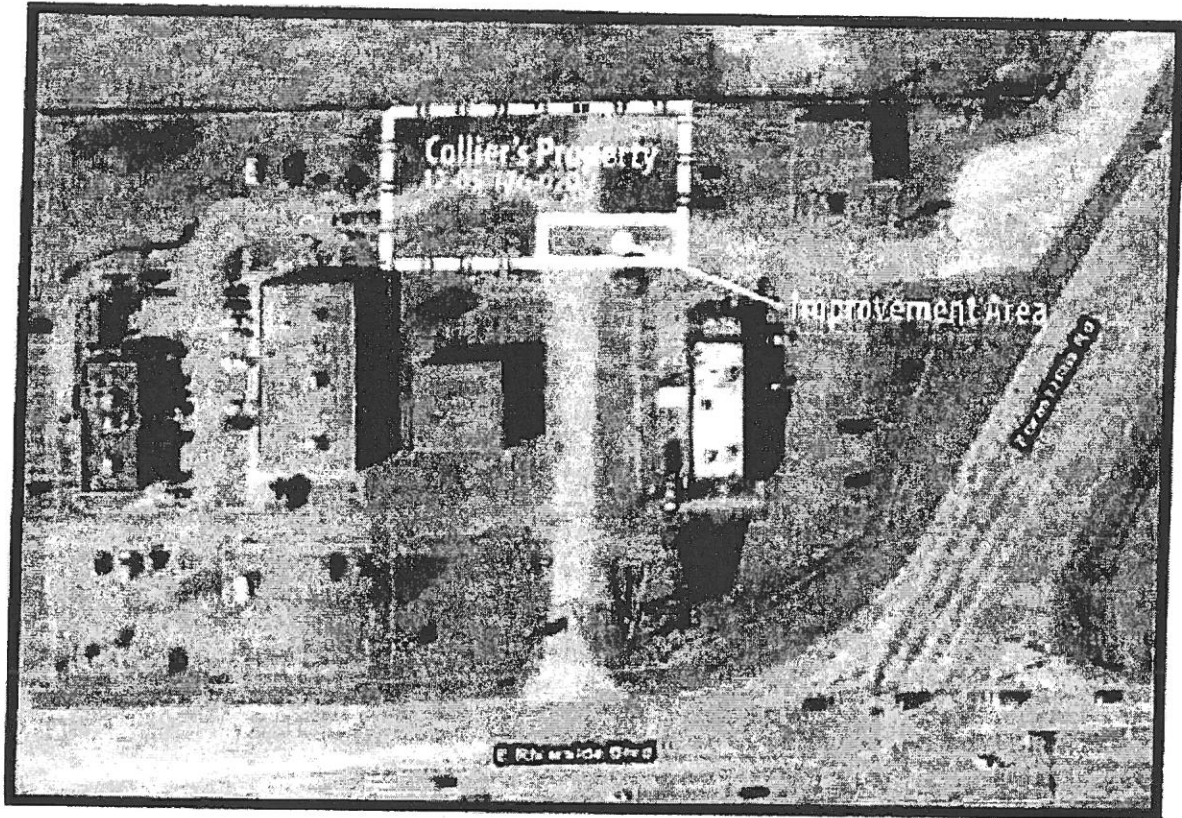


EXHIBIT "C"

Owner Project

Construction of a dry-well within the Improvement Area as identified in the depictions in Exhibit B located on parcel 12-05-176-020.

1. Agreement 760-20

Attachment F

The financial statements for the City of Loves Park -Forest Hills Road TIF also include reporting for the Forest Hills Business District Overlay that is located within the Forest Hills Business District.

The funds for the Forest Hills TIF are held separately from the funds for the Forest Hills Business District, but they are accounted for in our financial statements in a common special revenue fund called the Forest Hills TIF Fund.

The fiscal year 2021 separated financial information is as follows:

Forest Hills TIF	Forest Hills Business District		Total for Both Types
Assets:			
Cash and Cash equivalents	\$ 156,314.00	\$ 184,312.00	\$ 340,626.00
Property Taxes receivable	\$ 188,687.00	\$ 24,469.00	\$ 213,156.00
Land held for resale	\$ -		\$ -
Total Assets:	\$ 345,001.00	\$ 208,781.00	\$ 553,782.00
Liabilities:			
Accounts Payable	\$ -		\$ -
Due to other funds	\$ 5,468.00		\$ 5,468.00
Unearned revenue	\$ 82,831.00	\$ 7,765.00	\$ 90,596.00
Total Liabilities:	\$ 88,299.00	\$ 7,765.00	\$ 96,064.00
Fund balance:			
Total fund balance:	\$ 256,702.00	\$ 201,016.00	\$ 457,718.00
Total liabilities and fund balance:	\$ 345,001.00	\$ 208,781.00	\$ 553,782.00
Forest Hills TIF			
Revenues:			
Special assessment tax	\$ 257,900.00		\$ 257,900.00
Sales tax		\$ 85,591.00	\$ 85,591.00
Interest			\$ -
Other (City 10% contribution)	\$ 16,429.00		\$ 16,429.00
Total Revenues:	\$ 274,329.00	\$ 85,591.00	\$ 359,920.00
Expenditures:			
General Government	\$ (10,290.00)	\$ -	\$ (10,290.00)
RDA Payments	\$ (93,089.00)		\$ (93,089.00)
Business District Rebate Agreement		\$ (55,672.00)	\$ (55,672.00)
Total expenditures:	\$ (103,379.00)	\$ (55,672.00)	\$ (159,051.00)
Excess of revenues over (under) expenditures	\$ 170,950.00	\$ 29,919.00	\$ 200,869.00
Other financing sources(uses):			
Transfers in(out)			\$ -
Net change in fund balances			\$ -
Fund balances:			
Beginning	\$ 85,753.00	\$ 171,096.00	\$ 256,849.00
Ending	\$ 256,703.00	\$ 201,015.00	\$ 457,718.00

**Minutes of the Joint Review Board Meeting
Tax Increment Financing (TIF) District
Forest Hills TIF
April 14, 2021, 3:13 P.M., Loves Park City Hall**

Present: Mayor Greg Jury, Chris Dornbush – Winnebago County, Eli Nicolosi

Mayor Jury called the meeting to order at 3:13 P.M. and welcomed Board members.

Planning Director Nathan Bruck reported the build-out at the Boxed-Up building (Old K-Mart) for a paint store. An 84,000 square foot out lot is being platted, south of Taco Bell, on Forest Hills Road and East Riverside Blvd., for a new retail development.

City Treasurer John Danielson presented the Annual Report Overview of the Joint Review Board, Forest Hills TIF. (Attached)

Attorney Greg Cox reported to the Board that there were no adverse legal issues pending.

Motion by Eli Nicolosi, second by Chris Dornbush to adjourn the meeting. Motion carried. Meeting Adjourned at 3:15 P.M.

Minutes by Robert J. Burden, City Clerk

Joint Review Board – Forest Hills Road TIF– April 14,2021
Treasurer’s Report

The TIF reporting period is May 1, 2019 – April 30, 2020.

The beginning cash balance on May 1, 2019 in the Forest Hills TIF Account was \$27,336.14 and the ending cash balance on April 30, 2020 was \$85,275.24.

Reporting on a cash basis:

Revenues received into the fund totaled \$131,261.09 in increment.

Cash basis expenditures during the reporting period totaled \$73,321.99.

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 \$92,786.00 in increment and \$13,096.00 for the required 10% City contribution to the TIF.

Audited expenditures reported for this reporting period were \$86,682.00.

Reported expenditures included payments to:

-- Nicolosi-Galluzzo and Galluzzo Law Group: \$13,360.00 for legal work related to Forest Hills TIF.

--DYN/Kishwaukee: \$73,322.00 for payment under a redevelopment agreement.

The legal expenditures were paid by the General Fund and will be reimbursed from the TIF to the General Fund in a future period.

The fund balance at the end of the reporting period was \$85,753.00.

The total amount designated for debt obligations and project costs at the end of the reporting period was: \$2,914,367.00. These obligations are as a result of the redevelopment agreement negotiated with DYN Kishwaukee, LLC for the property at 1500/1502 E. Riverside Blvd and for the RDA with Batteries Plus.

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

The balance in the TIF checking account at February 28, 2021 was \$154,116.20.

CITY OF LOVES PARK, ILLINOIS
 Combining Balance Sheet
Nonmajor Governmental Funds
 April 30, 2021

	Special Revenue						Capital Projects		Permanent	Total Nonmajor Governmental Funds
	Bridge Operating Fund	Economic Development Revolving Loan Fund	Motor Fuel Tax Fund	North 2nd Street TIF Fund	Zenith Cutter TIF Fund	Forest Hills TIF Fund	Flood Control CIP Fund	Bridge Trust Fund		
Assets:										
Cash and cash equivalents	\$ 108,115	92,206	1,878,759	387,457	82,062	340,626	-	6,615	2,895,840	
Investments	-	-	-	-	-	-	-	286,089	286,089	
Receivables	-	-	-	-	-	-	-	-	-	
Taxes	-	-	-	166,209	1,067,488	213,156	-	-	1,446,853	
Notes	-	90,780	-	-	-	-	-	-	90,780	
Due from other funds	-	-	-	-	-	-	600	-	600	
Due from other governments	-	-	79,050	-	-	-	-	-	79,050	
Land held for resale	-	-	-	187,967	-	-	-	-	187,967	
Restricted assets:										
Bond account/Pledged taxes	-	-	288,330	-	-	-	-	-	288,330	
Escrow account	-	-	-	-	-	-	199,294	-	199,294	
Total assets	108,115	182,986	2,246,139	741,633	1,149,550	553,782	199,894	292,704	5,474,803	
Liabilities:										
Accounts payable	-	-	96,363	15,621	-	-	-	-	111,984	
Due to other funds	-	-	-	369,449	31,307	5,468	-	-	406,224	
Due to other governments	-	-	-	-	-	-	199,894	-	199,894	
Total liabilities	-	-	96,363	385,070	31,307	5,468	199,894	-	718,102	
Deferred Inflows of Resources:										
Sales taxes	-	-	-	6,515	-	7,765	-	-	14,280	
TIF increment	-	-	-	72,617	533,744	82,831	-	-	689,192	
Total liabilities and deferred inflows of resources	-	-	96,363	464,202	565,051	96,064	199,894	-	1,421,574	
Fund balances:										
Nonspendable	-	-	-	-	-	-	-	-	-	
Long-term portion of Notes Receivable	-	6,588	-	-	-	-	-	-	6,588	
Bridge improvements	-	-	-	-	-	-	-	292,704	292,704	
Restricted										
Special revenue funds	108,115	-	2,149,776	277,431	584,499	457,718	-	-	3,577,539	
Committed	-	-	-	-	-	-	-	-	-	
Economic Development Revolving Loan Fund	-	176,398	-	-	-	-	-	-	176,398	
Unassigned	-	-	-	-	-	-	-	-	-	
Total fund balance	108,115	182,986	2,149,776	277,431	584,499	457,718	-	292,704	4,053,229	
Total liabilities, deferred inflows of resources and fund balances	\$ 108,115	182,986	2,246,139	741,633	1,149,550	553,782	199,894	292,704	5,474,803	

CITY OF LOVES PARK, ILLINOIS
 Combining Schedule of Revenues, Expenditures
 and Changes in Fund Balances
Nonmajor Governmental Funds
 For the Year Ended April 30, 2021

	Special Revenue						Capital Projects			Permanent
	Bridge Operating Fund	Economic Development Revolving Loan Fund	Motor Fuel Tax Fund	North 2nd Street TIF Fund	Zenith Cutter TIF Fund	Forest Hills TIF Fund	Flood Control CIP Fund	Bridge Trust Fund	Total Nonmajor Governmental Funds	
Revenues:										
Taxes	-	-	-	226,527	1,082,821	343,491	-	-	1,652,839	
Intergovernmental	-	-	920,307	-	-	-	-	-	920,307	
Grants	-	-	790,715	-	-	-	-	-	790,715	
Interest	-	4,914	4,260	-	-	-	-	9,066	18,240	
Other	-	-	16,900	13,294	-	16,429	-	(7,554)	39,069	
Total revenues	-	4,914	1,732,182	239,821	1,082,821	359,920	-	1,512	3,421,170	
Expenditures:										
Current:										
General government	-	300,744	-	58,719	2,001	159,051	-	300	520,815	
Highways, streets, & bridges	10,200	-	512,656	-	-	-	-	-	522,856	
Total current	10,200	300,744	512,656	58,719	2,001	159,051	-	300	1,043,671	
Capital outlay	-	-	-	-	-	-	-	-	-	
Debt service:										
Principal payments	-	-	185,000	32,300	647,176	-	-	-	864,476	
Interest payments	-	-	92,619	73,176	429,784	-	-	-	595,579	
Total debt service	-	-	277,619	105,476	1,076,960	-	-	-	1,460,055	
Total expenditures	10,200	300,744	790,275	164,195	1,078,961	159,051	-	300	2,503,726	
Excess of revenues over (under) expenditures	(10,200)	(295,830)	941,907	75,626	3,860	200,869	-	1,212	917,444	
Other financing sources (uses):										
Transfers in (out)	7,975	-	-	-	-	-	-	(7,975)	-	
Total other financing sources (uses)	7,975	-	-	-	-	-	-	(7,975)	-	
Net change in fund balances	(2,225)	(295,830)	941,907	75,626	3,860	200,869	-	(6,763)	917,444	
Fund balances:										
Beginning	110,340	478,816	1,207,869	201,805	580,639	256,849	-	299,467	3,135,785	
Ending	\$ 108,115	182,986	2,149,776	277,431	584,499	457,718	-	292,704	4,053,229	

CITY OF LOVES PARK, ILLINOIS
 Schedule of Revenues, Expenditures and
 Changes in Fund Balance - Budget and Actual
Forest Hills TIF Fund

For the Year Ended April 30, 2021
 With Comparative Totals for the Year Ended April 30, 2020

	2021			Variance Positive (Negative)	2020
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Taxes	\$ 264,286	264,286	343,491	79,205	170,626
Other	16,429	16,429	16,429	-	13,096
Total revenues	<u>280,715</u>	<u>280,715</u>	<u>359,920</u>	<u>79,205</u>	<u>183,722</u>
Expenditures:					
General government:					
Miscellaneous	206,408	206,408	10,291	196,117	13,360
Redevelopment agreements	316,832	316,832	148,760	168,072	97,338
Total expenditures	<u>523,240</u>	<u>523,240</u>	<u>159,051</u>	<u>364,189</u>	<u>110,698</u>
Net change in fund balance	\$ <u>(242,525)</u>	<u>(242,525)</u>	200,869	<u>443,394</u>	73,024
Fund balance:					
Beginning			<u>256,849</u>		<u>183,825</u>
Ending			<u>\$ 457,718</u>		<u>256,849</u>



**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, 2021, and have issued our report thereon dated July 29, 2022. 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 + Advisors, LLC

Freeport, Illinois
July 29, 2022