

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): <p style="text-align: center;">North 2nd Street TIF</p>
Primary Use of Redevelopment Project Area*: Combination/Mixed

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

Industrial and If "Combination/Mixed" List Component Types: Commercial
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): <div style="display: flex; justify-content: space-between;"> Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/> </div> <div style="display: flex; justify-content: space-between;"> Industrial Jobs Recovery Law <input type="checkbox"/> </div>

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

North 2nd Street TIF

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 183,025

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	\$ 161,793	\$ 1,190,768	62%
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	32%
Transfers from Municipal Sources	\$ 13,294	\$ 114,342	6%
Private Sources			0%
			0%

All Amount Deposited in Special Tax Allocation Fund \$ 175,087

Cumulative Total Revenues/Cash Receipts \$ 1,912,123 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 108,638

Transfers to Municipal Sources \$ -

Distribution of Surplus

Total Expenditures/Disbursements \$ 108,638

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 66,449

Previous Year Adjustment (Explain Below) \$ -

FUND BALANCE, END OF REPORTING PERIOD* \$ 249,474

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

Previous Year Explanation:

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:

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.

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: North 2nd Street 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:	24

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)	\$ 7,439,730	\$ -	\$ -
Public Investment Undertaken	\$ 7,063,143	\$ 85,481	\$ -
Ratio of Private/Public Investment	1 4/75		0

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: North 2nd and Pearl Volant redevelopment agreement

Private Investment Undertaken (See Instructions)	\$ 1,284,014	\$ -	\$ -
Public Investment Undertaken	\$ 509,000	\$ -	
Ratio of Private/Public Investment	2 23/44		0

Project 2*: Purchase of 5502 N. 2nd (Parkside Building)

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 190,537		
Ratio of Private/Public Investment	0		0

Project 3*: Winbrook Management (Baceline Meadow Mart LLC)-Sales tax rebate-not TIF \$

Private Investment Undertaken (See Instructions)	\$ 1,155,118		
Public Investment Undertaken	\$ 723,836	\$ 78,000	
Ratio of Private/Public Investment	1 28/47		0

Project 4*: Howard Creek Drainage Study

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 67,000		
Ratio of Private/Public Investment	0		0

Project 5*: Kelley Williamson Mobil-Sales tax rebate-not TIF \$

Private Investment Undertaken (See Instructions)	\$ 800,000		
Public Investment Undertaken	\$ 242,123		
Ratio of Private/Public Investment	3 7/23		0

Project 6*: A.K. Business Development-Clark redevelopment agreement

Private Investment Undertaken (See Instructions)	\$ 62,900		
Public Investment Undertaken	\$ 20,000		
Ratio of Private/Public Investment	3 10/69		0

Project 7*: Woodward Cafeteria Addition

Private Investment Undertaken (See Instructions)	\$	594,405		
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 restaurant

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		0

Project 12*: Traffic/Street Lights repair and painting

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	77,541		
Ratio of Private/Public Investment		0		0

Project 13*: Ticomix redevelopment agreement #2

Private Investment Undertaken (See Instructions)	\$	123,681		
Public Investment Undertaken	\$	13,934	\$	7,481
Ratio of Private/Public Investment		8 85/97		0

Project 14*: Area 251 Bicycles Redevelopment agreement

Private Investment Undertaken (See Instructions)	\$	18,653		
Public Investment Undertaken	\$	5,000		
Ratio of Private/Public Investment		3 19/26		0

Project 15*: Family Dollar Store

Private Investment Undertaken (See Instructions)	\$	496,780		
Public Investment Undertaken	\$	-		
Ratio of Private/Public Investment		0		0

Project 16*: Provdavnica European Grocery

Private Investment Undertaken (See Instructions)	\$	15,000		
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 17*: North Suburban Library District Remodel-Library District Remodel-Library tax dollars

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 Agreement

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 Agreement

Private Investment Undertaken (See Instructions)	\$	15,822		
Public Investment Undertaken	\$	7,000		
Ratio of Private/Public Investment		2 19/73		0

Project 21*: North 2nd & River Lane Intersection Improvement

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	4,510		
Ratio of Private/Public Investment		0		0

Project 22*: Diane Elliott - Dairy Depot

Private Investment Undertaken (See Instructions)	\$	17,600		
Public Investment Undertaken	\$	15,600		
Ratio of Private/Public Investment		1 5/39		0

Project 23*: Brent Beehler-Brent's Barber Shop

Private Investment Undertaken (See Instructions)	\$	39,638		
Public Investment Undertaken	\$	19,819		
Ratio of Private/Public Investment		2		0

Project 24*: Laymeyer Auto Redevelopment Agreement

Private Investment Undertaken (See Instructions)	\$	15,087		
Public Investment Undertaken	\$	10,000		
Ratio of Private/Public Investment		1 29/57		0

Project 25*:

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



— 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
North Second 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, 2021.

Sincerely,

A handwritten signature in black ink that reads "Gregory R. Jury".

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 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, 2020 and ending April 30, 2021, with regards to the North 2nd Street TIF.

Sincerely,

ALLEN GALLUZZO HEVRIN LEAKE, LLC

A handwritten signature in black ink, appearing to read 'Gino Galluzzo', is written over a faint, illegible background.

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

Attachment D

North 2nd Street TIF

The city entered in to three redevelopment agreements in FY2021:

Brent Beehler to assist with rehabilitation of an existing vacant building into a barber shop.

LaMeyer's Auto Services for participation in parking lot resurfacing and sidewalk repairs.

BET Holdings, LLC (Sips in the Park) for parking lot and alley improvements and exterior improvements to an existing business.

Dairy Depot complete the improvements included in the redevelopment entered into in the prior fiscal year.

The City has applied for and received a two million-dollar ITEP grant from the State of Illinois for major improvement to the North 2nd Street streetscape located within the North 2nd Street TIF.

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO: 20-038

COMMITTEE: Finance and Administration

DATE: JUNE 8, 2020

Resolved, by the adoption of this Resolution,
that the City of Loves Park, Illinois, is authorized to enter into a redevelopment
agreement with Brent Beehler, ("Developer"), relating to property located within the
North Second Street Tax Increment Financing Redevelopment Project Area, as per
the attached Redevelopment Agreement.

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:

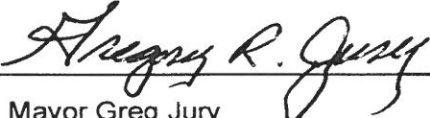
I, Robert Burden, as Clerk of the City of Loves Park, Illinois certify the
vote of the members of the Finance Committee on June 8, 2020.

Alderman John Jacobson, Chairman

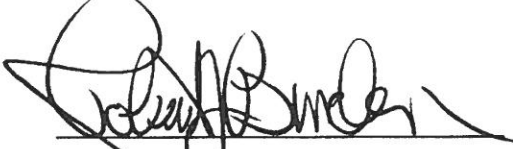
Alderman Mark Peterson

Alderman John Pruitt

Alderman Chuck Frykman



Mayor Greg Jury



ATTEST - Clerk Robert Burden

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of this ____ day of June 2020 is made by and between the City of Loves Park, an Illinois municipal corporation, (“City”) and Brent Beehler (“Developer”). All capitalized terms are defined herein or otherwise have such definition as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq*, as amended, (the “Act”).

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; and

WHEREAS, the City is authorized under the Act to undertake the redevelopment, including but not limited to, the approval of redevelopment plans and projects, of “blighted areas” and “conservation areas” within the City if the conditions specified in the Act are met, and is further authorized to utilize tax increment allocation financing (“TIF”) to pay the costs of such redevelopment permitted under the Act; and

WHEREAS, Developer intends to improve certain property owned by Developer within the Redevelopment Project Area, as defined herein, legally described in Exhibit “A” (“Developer Property”), attached hereto and made a part hereof, for commercial uses under the terms and conditions set forth in this Agreement; and

WHEREAS, on February 13, 2006 the City adopted a Resolution Authorizing and Directing a Feasibility Study and Authorizing Reimbursement of Costs Concerning the Redevelopment of Certain Property in the City of Loves Park, Illinois in connection with the North Second Street Tax Increment Financing Redevelopment Project Area (“Redevelopment Project Area” or “North Second Street TIF District”); and

WHEREAS, the City subsequently adopted Ordinance No. 3238-06, authorizing the establishment of a “Tax Increment Financing Interested Parties Registry” and adopting rules for the registry; and

WHEREAS, on April 23, 2007, the City Council adopted Resolution 07-59 which, in accordance with the terms and conditions of the Act, set the time and date for a Joint Review Board Meeting, and a Public Hearing and provided for the mailing of certain notices, as such items are defined under and required by the Act; and

WHEREAS, on May 16, 2007, the City convened a Joint Review Board (“JRB”) which met to review the feasibility study and other planning documents related to the Redevelopment Project Area and proposed Redevelopment Plan for the North Second Street TIF District (“Redevelopment Plan”) and based upon said review, in addition to the review of the enacting ordinances and all other materials as required by the Act, the majority of the JRB members found the Redevelopment Project Area and Redevelopment Plan met the requirements of the Act and approved both the Redevelopment Project Area and the Redevelopment Plan; and

WHEREAS, the City, in accordance with the Act, conducted public hearings with respect to the Redevelopment Plan and the Redevelopment Project Area at meetings of the City Council which were held on April 4, 2007 and June 11, 2007; and

WHEREAS, the City found that the Redevelopment Project Area had not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan; and

WHEREAS, the City, after due and careful consideration, concluded that the redevelopment of the Redevelopment Project Area as provided in the Redevelopment Plan, would further the growth of the City, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City, provide jobs to residents of the City, and otherwise be in the best interest of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

WHEREAS, pursuant to the Act, the City, by Ordinances No. 3368-07, No. 3369-07 and No. 3370-07 approved the Redevelopment Plan and Project, designated the Redevelopment Project Area, specifically entitled the North Second Street Tax Increment Financing Redevelopment Project Area, and adopted tax increment financing for the Redevelopment Project Area, respectively; and

WHEREAS, the City desires to redevelop the Redevelopment Project Area pursuant to its Redevelopment Plan, as such term is defined in the Act; and

WHEREAS, the City now desires to enter into this Redevelopment Agreement with the Developer and agrees to use available TIF funds to defray expenses incurred by the Developer for the redevelopment of the Developer Property consistent with the improvements set out in Section 3.2.

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 Developer agree as follows:

SECTION I **INCORPORATION OF RECITALS**

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

SECTION II **REPRESENTATIONS AND WARRANTIES**

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

- (a) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer; and
- (b) To the best of Developer's knowledge, the execution, delivery and performance by Developer 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 Developer is a party to or may be bound under; and
- (c) The Parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.

22 **Survival of Representations and Warranties.** Developer agrees that all its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive during the term of this Agreement and after the expiration of the term of this Agreement.

SECTION III TAX INCREMENT FINANCING ("TIF")

3.1 **Tax Increment Financing of Redevelopment Project Costs.** Developer has represented to the City that, but for the financial assistance of TIF, the Developer Project (hereinafter defined) would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act would be a source of funding for the Developer Project which would make the Developer Project economically viable.

3.2 **Available Tax Increment.** The City shall make payment to the Developer for the reimbursement of fifty percent (50%) of the costs incurred for the following eligible improvements for the Developer Property: (1) exterior painting of the entire building; (2) parking lot removal and replacement; (3) new signage; (4) replacement of concrete in front of the building; and (5) mural painting on the side of the building which is approved by the Economic Development and Planning Manager (collectively "Developer Project"); provided that the aggregate amount paid by the City to the Developer pursuant to this Agreement shall not exceed \$20,000 and that those Developer Project items (1) through (4) must be completed no later than September 15, 2020.

3.3 **Timing of Payments.** Payments to Developer as required under Section 3.2 of this Agreement shall be made once the Developer Project is completed and Developer has notified the City and submitted sufficient evidence for the City to determine the costs were actually incurred and paid by Developer and that the costs are eligible reimbursable project costs pursuant to the Act. "Sufficient evidence" is defined as legible copies of invoices from vendors that indicate a cost was actually incurred and which provide the City with sufficient detail to identify the nature of the work performed in order to determine eligibility for reimbursement from TIF funds and copies of canceled checks or other forms

of proof that the incurred costs were actually paid in full by the Developer. Any liens on the property for non-payment of a vendor completing items (1) through (4) in Section 3.2 shall be considered prima facie evidence of non-payment and Developer shall not be eligible to receive the 50% reimbursement until such time as the vendor is paid in full and the lien released.

- 34 **Default.** The City's failure to pay tax increment to Developer shall not be considered a default under this Agreement, regardless of the reason for such failure.
- 35 **Obligations of City:** The obligations contained within this Agreement are not Full and Faith and Credit obligations of the City. The City will have no obligation to issue any Notes or Bonds. All payment obligations on the part of the City contained in this Agreement are subject to the provisions of the Act.
- 36 **Restrictions on Assignment.** Developer shall not have the right to assign its rights and obligations under this Agreement without the express prior written consent of the City, whose consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the rights conferred to Developer by this Agreement may not be assigned without the obligations also conferred to Developer.

SECTION IV **COMPLIANCE WITH LAW**

- 41 **Defense of TIF District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the North Second Street TIF District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both Parties to defend the integrity of the North Second Street TIF District, and this Agreement. Furthermore, each Party shall pay their respective legal fees, court costs and other expenses directly related to defense of the North Second Street TIF District and Redevelopment Plan that each Party shall incur as a result of defense of the same. 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.
- 42 **Use of Land.** Developer intends that the Developer Property shall be utilized primarily for commercial use that generates sales tax for the City with permitted secondary, non-sales

tax generating, related commercial uses, which shall not include industrial uses.

SECTION V
DEFAULT REMEDIES

- 5.1 **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, including the occurrence of an Event of Default as set forth in Paragraph 5.2, 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, Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the City will be under no obligation to make any payments to Developer during the period of default or at any time in the future and may require repayment of funds previously paid to Developer under this Agreement.
- 5.2 **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an “Event of Default”:
- (a) If, at any time, any material term, warranty, representation or statement made or furnished by City or Developer (including the representations and warranties of Developer described in subsection 2.1 hereof) is not true and correct in any material respect and because of which either Party is unable to fulfill its obligations hereunder; or
 - (b) If any petition is filed by or against City or Developer 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
 - (c) Any assignment, pledge, encumbrance, transfer or other disposition that is prohibited under this Agreement.
 - (d) If Developer fails to meet any of the conditions or covenants contained in this Agreement, including, but not limited to those contained in Section III hereof.
- 5.3 **Waiver and Estoppel.** Any delay by City or Developer 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 Developer of or limit such rights in any way. No waiver made by City or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Developer with respect to any other defaults.
- SECTION VI**
GENERAL
- 6.1 **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 independent counsel and that this Agreement is a result 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.

- 62 **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.
- 63 **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.
- 64 **Survival of Provisions.** If any of the provisions of this Agreement are determined to be invalid pursuant to 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.
- 65 **Use of Headings.** The 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.
- 66 **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.
- 67 **Defaults.** Subject to the provisions of Paragraph 6.8, in the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that each Party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.
- 68 **Indemnification.** Developer agrees 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 Developer to comply with this Agreement.
- 69 **Notices.** All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

Brent Beehler
5611 North Second Street
Loves Park, IL 61111

To the City:

City of Loves Park
Attn: Mayor Greg Jury
100 Heart Boulevard
Loves Park, Illinois 61111

With copy to:

Galluzzo Law Group, LLC
Attn: Gino Galluzzo
6735 Vistagreen Way, Suite 210
Rockford, Illinois 61107

or at such other addresses as the Parties may indicate in writing to the other. Notice may be sent 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.

- 6.10 **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.
- 6.11 **Construction.** This Agreement shall be subject to and construed under the laws of the State of Illinois and the exclusive venue for any action involving this Agreement shall be the Circuit Court of Winnebago County, Illinois.
- 6.12 **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.

SIGNATURE PAGE FOLLOWS

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.

Brent Beehler

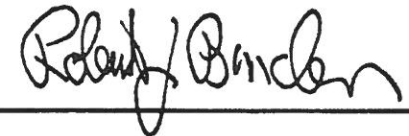


City of Loves Park, an Illinois Municipal Corporation

By: 

Its: Mayor

ATTEST:

By: 

Its: City Clerk

EXHIBIT "A"

**LEGAL DESCRIPTION OF
DEVELOPER PROPERTY**

CARLSONS PARK VIEW SUBD BNG SUB PT SW1/4 SEC 6-44-2 N7FT LOT 1 + S15FT LOT
002

Commonly known as 5611 North Second Street, Loves Park, IL 61111
Property Identification Number: 12-06-352-002

1. Agr. 756-20-2

CITY OF LOVES PARK

1

BY ALDERMAN: John Jacobson

RESOLUTION NO: 20-059

COMMITTEE: Finance and Administration

DATE: OCTOBER, 12, 2020

Resolved, by the adoption of this Resolution,

That the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with LaMeyer's Auto Service, Inc., ("Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement.

MOTION: Alderman Jacobson

SECOND: Alderman Peterson

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

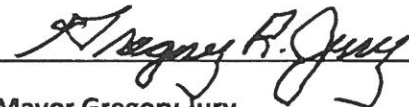
Finance and Administration Committee:

Alderman John Jacobson, Chairman

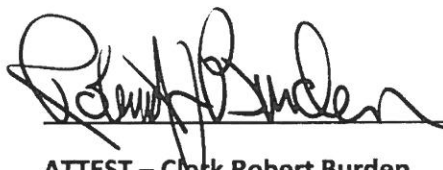
Alderman Mark Peterson

Alderman John Pruitt

Alderman Chuck Frykman



Mayor Gregory Jury



ATTEST – Clerk Robert Burden

I, Robert Burden, as Clerk of the City of Loves Park, Illinois certify the vote of the members of the Finance Committee on October 12, 2020 for this Resolution.

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of this 12TH day of October 2020 is made by and between the City of Loves Park, an Illinois municipal corporation, (“City”) and LaMeyer’s Auto Service, Inc., (“Developer”). All capitalized terms are defined herein or otherwise have such definition as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 -74.4 *et seq*, as amended, (the “Act”).

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; and

WHEREAS, the City is authorized under the Act to undertake the redevelopment, including but not limited to, the approval of redevelopment plans and projects, of “blighted areas” and “conservation areas” within the City if the conditions specified in the Act are met, and is further authorized to utilize tax increment allocation financing (“TIF”) to pay the costs of such redevelopment permitted under the Act; and

WHEREAS, Developer intends to improve certain property owned by Developer within the Redevelopment Project Area, as defined herein, legally described in Exhibit “A” (“Developer Property”), attached hereto and made a part hereof, for commercial uses under the terms and conditions set forth in this Agreement; and

WHEREAS, on February 13, 2006 the City adopted a Resolution Authorizing and Directing a Feasibility Study and Authorizing Reimbursement of Costs Concerning the Redevelopment of Certain Property in the City of Loves Park, Illinois in connection with the North Second Street Tax Increment Financing Redevelopment Project Area (“Redevelopment Project Area” or “North Second Street TIF District”); and

WHEREAS, the City subsequently adopted Ordinance No. 3238-06, authorizing the establishment of a “Tax Increment Financing Interested Parties Registry” and adopting rules for the registry; and

WHEREAS, on April 23, 2007, the city Council adopted Resolution 07-59 which, in accordance with the terms and conditions of the Act, set the time and date for a Joint Review Board Meeting, and a Public Hearing and provided for the mailing of certain notices, as such items are defined under and required by the Act; and

WHEREAS, on May 16, 2007, the City convened a Joint Review Board (“JRB”) which met to review the feasibility study and other planning documents related to the Redevelopment Project Area and proposed Redevelopment Plan for the North Second Street TIF District (“Redevelopment Plan”) and based upon said review, in addition to the review of the enacting ordinances and all other materials as required by the Act, the majority of the JRB members found the Redevelopment Project Area and Redevelopment Plan met the requirements of the Act and approved both the Redevelopment Project Area and the Redevelopment Plan; and

WHEREAS, the City, in accordance with the Act, conducted public hearings with respect to the Redevelopment Plan and the Redevelopment Project Area at meetings of the City Council which were held on April 4, 2007 and June 11, 2007; and

WHEREAS, the City found that the Redevelopment Project Area had not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan; and

WHEREAS, the City, after due and careful consideration, concluded that the redevelopment of the Redevelopment Project Area as provided in the Redevelopment Plan, would further the growth of the City, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City, provide jobs to residents of the City, and otherwise be in the best interest of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

WHEREAS, pursuant to the Act, the City, by Ordinances No. 3368-07, No. 3369-07 and No. 3370-07 approved the Redevelopment Plan and Project, designated the Redevelopment Project Area, specifically entitled the North Second Street Tax Increment Financing Redevelopment Project Area, and adopted tax increment financing for the Redevelopment Project Area, respectively; and

WHEREAS, the City desires to redevelop the Redevelopment Project Area pursuant to its Redevelopment Plan, as such term is defined in the Act; and

WHEREAS, the City now desires to enter into this Redevelopment Agreement with the Developer and agrees to use available TIF funds to defray expenses incurred by the Developer for the redevelopment of the Developer Property consistent with the improvements set out in Section 3.2.

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 Developer agree as follows:

SECTION I
INCORPORATION OF RECITALS

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

SECTION II
REPRESENTATIONS AND WARRANTIES

- 2.1 **Representations and Warranties of Developer**, to induce City to execute this Agreement and perform the obligations of City hereunder, Developer hereby represents and warrants to the City as follows:
- (a) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer; and
 - (b) To the best of Developer's knowledge, the execution, delivery and performance by Developer 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 Developer is a party to or may be bound under; and
 - (c) The Parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.
- 2.2 **Survival of Representations and Warranties**, Developer agrees that all its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive during the term of this Agreement and after the expiration of the term of this Agreement.

SECTION III
TAX INCREMENT FINANCING ("TIF")

- 3.1 **Tax Increment Financing of Redevelopment Project Costs**, Developer has represented to the City that, but for the financial assistance of TIF, the Developer Project (hereinafter defined) would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act would be a source of funding for the Developer Project which would make the Developer Project economically viable.
- 3.2 **Available Tax Increment**, The City shall make payment to the Developer for the reimbursement of ten thousand dollars (\$10,000) of the costs incurred for the following eligible improvements for the Developer Property: (1) parking lot resurfacing; (2) sidewalk replacement. Pursuant to this agreement, items (1) and (2) must be completed no later than November 30, 2020.
- 3.3 **Timing of Payments**, Payments to Developer as required under Section 3.2 of this Agreement shall be made once the Developer Project is completed and Developer has notified the City and submitted sufficient evidence for the City to determine the costs were actually incurred and paid by Developer and that the costs are eligible reimbursable project costs pursuant to the Act. "Sufficient evidence" is defined as legible copies of invoices from vendors that indicate a cost was actually incurred and which provide the City with sufficient detail to identify the nature of the work performed in order to determine eligibility for reimbursement from TIF funds and

copies of canceled checks or other forms of proof that the incurred costs were actually paid in full by the Developer. Any liens on the property for non-payment of a vendor completing items (1) and (2) in Section 3.2 shall be considered prima facie evidence of non-payment and Developer shall not be eligible to receive the \$10,000 reimbursement until such time as the vendor is paid in full and the lien released.

- 3.4 **Default**, The City's failure to pay tax increment to Developer shall not be considered a default under this Agreement, regardless of the reason for such failure.
- 3.5 **Obligations of City**, The obligations contained within this Agreement are not Full and Faith and Credit obligations of the City. The City will have not obligation to issue any Notes or Bonds. All payment obligations on the part of the City contained in this Agreement are subject to the provisions of the Act.
- 3.6 **Restrictions on Assignment**, Developer shall not have the right to assign its rights and obligations under this Agreement without the express prior written consent of the City, whose consent shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the rights conferred to Developer by this Agreement may not be assigned without the obligations also conferred to Developer.

SECTION IV **COMPLIANCE WITH LAW**

- 4.1 **Defense of TIF District**, In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the North Second Street TIF District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both Parties to defend the integrity of the North Second Street TIF District, and this Agreement. Furthermore, each Party shall pay their respective legal fees, court costs and other expenses directly related to defense of the North Second Street TIF District and Redevelopment Plan that each Party shall incur as a result of defense of the same. In the event of an adverse lower court or agency ruling, 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.
- 4.2 **Use of Land**, Developer intends that the Developer Property shall be utilized primarily for service commercial use that generates sales tax for the City, which shall not include industrial uses.

SECTION V
DEFAULT REMEDIES

- 5.1 **Default/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, including the occurrence of an Event of Default as set forth in Paragraph 5.2, 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 the City default, Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the City will be under no obligation to make any payments to Developer during the period of default or at any time in the future and may require repayment of funds previously paid to Developer under this Agreement.
- 5.2 **Event of Default**, For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":
- (a) If, at any time, any material term, warranty, representation or statement made or furnished by City or Developer (including the representations and warranties of Developer described in subsection 2.1 hereof) is not true and correct in any material respect and because of which either Party is unable to fulfill its obligations hereunder; or
 - (b) If any petition is filed by or against City or Developer 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
 - (c) Any assignment, pledge, encumbrance, transfer or other disposition that is prohibited under this Agreement.
 - (d) If Developer fails to meet any of the conditions or covenants contained in this Agreement, including, but not limited to those contained in Section III hereof.
- 5.3 **Waiver and Estoppel**, Any delay by City or Developer 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 Developer of or limit such rights in any way. No waiver made by City or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Developer with respect to any other defaults.

SECTION VI
GENERAL

- 6.1 **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 independent counsel and that this Agreement is a result 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.

- 6.2 **Partnership no intended nor Created**, Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.
- 6.3 **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.
- 6.4 **Survival of Provisions**, If any of the provisions of this Agreement are determined to be invalid pursuant to 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.
- 6.5 **Use of Headings**, The 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.
- 6.6 **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.
- 6.7 **Defaults**, Subject to the provisions of Paragraph 6.8, in the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that each Party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.
- 6.8 **Indemnification**, Developer agrees 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 Developer to comply with this Agreement.
- 6.9 **Notices**, All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

LaMeyer's Auto Service
Attn: Mark Numbers
5619 Jensen Drive
Loves Park, IL. 61111

To the City:

City of Loves Park
Attn: Mayor Greg Jury
100 Heart Boulevard
Loves Park, IL. 61111

With copy to:

Galluzzo Law Group, LLC.
Attn: Gino Galluzzo
6735 Vistagreen Way, Suite 210
Rockford, IL. 61107

or at such other addresses as Parties may indicate in writing to the other. Notice may be sent 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.

- 6.10 **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.
- 6.11 **Construction**, This Agreement shall be subject to and construed under the laws of the State of Illinois and the exclusive venue for any action involving this Agreement shall be the Circuit Court of Winnebago County, Illinois.
- 6.12 **Previous Agreement**, 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.

SIGNATURE PAGE FOLLOWS

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 IN 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.

LaMeyer's Auto Service, Inc.

City of Loves Park, Illinois Municipal Corporation

By:  _____

By:  _____

Its: Mayor

ATTEST:

By:  _____

Its: City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

RE-SUB PT CARLSONS PARKVIEW SUB PT SW1/4 SEC 6-44-2 S 25 FT LT 11 & ALL LT 12 ALSO N 75 FT S 125 FT W 50 FT LOT 35

Commonly known as 5619 Jensen Drive, Loves Park, IL. 61111

Property Identification Number: 12-06-351-022

1. Agr. 762-20

CITY OF LOVES PARK

BY ALDERMAN: John Jacobson

RESOLUTION NO: 20-076

COMMITTEE: Finance and Administration

DATE: DEC. 14, 2020

Resolved, by the adoption of this Resolution,

That the City of Loves Park, Illinois, is authorized to enter into a redevelopment agreement with BET Holdings, LLC., ("Developer"), relating to property located within the North Second Street Tax Increment Financing Redevelopment Project Area, as per the attached Redevelopment Agreement.

MOTION: Alderman Peterson

SECOND: Alderman Little

Motion carried. 9 Ayes (Aldermen Pruitt, Frykman, Peterson, Holmes, Schlensker, Allton, Warden, Puckett, Little)
1 Absent (Alderman Jacobson)

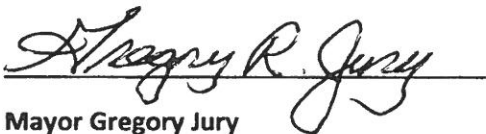
Finance and Administration Committee:

Alderman John Jacobson, Chairman

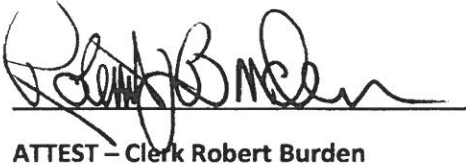
Alderman Mark Peterson

Alderman John Pruitt

Alderman Chuck Frykman



Mayor Gregory R. Jury



ATTEST - Clerk Robert Burden

I, Robert Burden, as Clerk of the City of Loves Park, Illinois certify the vote of the members of the Finance Committee on December 14, 2020 for this Resolution.

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of this ____ day of December 2020 is made by and between the City of Loves Park, an Illinois municipal corporation, (“City”) and BET Holdings, LLC., (“Developer”). All capitalized terms are defined herein or otherwise have such definition as set forth in the Tax increment Allocation Redevelopment Act, 65 ILCS 5/11 -74.4 *et seq*, as amended, (the “Act”).

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; and

WHEREAS, the City is authorized under the Act to undertake the redevelopment, including but not limited to, the approval of redevelopment plans and projects, of “blighted areas” and “conservation areas” within the City if the conditions specified in the Act are met, and is further authorized to utilize tax increment allocation financing (“TIF”) to pay the costs of such redevelopment permitted under the Act; and

WHEREAS, Developer intends to improve certain property owned by Developer within the Redevelopment Project Area, as defined herein, legally described in Exhibit “A” (“Developer Property”), attached hereto and made a part hereof, for commercial uses under the terms and conditions set forth in this Agreement; and

WHEREAS, on February 13, 2006 the City adopted a Resolution Authorizing and Directing a Feasibility Study and Authorizing Reimbursement of Costs Concerning the Redevelopment of Certain Property in the City of Loves Park, Illinois in connection with the North Second Street Tax Increment Financing Redevelopment Project Area (“Redevelopment Project Area” or “North Second Street TIF District”); and

WHEREAS, the City subsequently adopted Ordinance No. 3238-06, authorizing the establishment of a “Tax Increment Financing Interested Parties Registry” and adopting rules for the registry; and

WHEREAS, on April 23, 2007, the city Council adopted Resolution 07-59 which, in accordance with the terms and conditions of the Act, set the time and date for a Joint Review Board Meeting, and a Public Hearing and provided for the mailing of certain notices, as such items are defined under and required by the Act; and

WHEREAS, on May 16, 2007, the City convened a Joint Review Board (“JRB”) which met to review the feasibility study and other planning documents related to the Redevelopment Project Area and proposed Redevelopment Plan for the North Second Street TIF District (“Redevelopment Plan”) and based upon said review, in addition to the review of the enacting ordinances and all other materials as required by the Act, the majority of the JRB members found the Redevelopment Project Area and Redevelopment Plan met the requirements of the Act and approved both the Redevelopment Project Area and the Redevelopment Plan; and

WHEREAS, the City, in accordance with the Act, conducted public hearings with respect to the Redevelopment Plan and the Redevelopment Project Area at meetings of the City Council which were held on April 4, 2007 and June 11, 2007; and

WHEREAS, the City found that the Redevelopment Project Area had not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan; and

WHEREAS, the City, after due and careful consideration, concluded that the redevelopment of the Redevelopment Project Area as provided in the Redevelopment Plan, would further the growth of the City, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase the economic activity within the City, provide jobs to residents of the City, and otherwise be in the best interest of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

WHEREAS, pursuant to the Act, the City, by Ordinances No. 3368-07, No. 3369-07 and No. 3370-07 approved the Redevelopment Plan and Project, designated the Redevelopment Project Area, specifically entitled the North Second Street Tax Increment Financing Redevelopment Project Area, and adopted tax increment financing for the Redevelopment Project Area, respectively; and

WHEREAS, the City desires to redevelop the Redevelopment Project Area pursuant to its Redevelopment Plan, as such term is defined in the Act; and

WHEREAS, the City now desires to enter into this Redevelopment Agreement with the Developer and agrees to use available TIF funds to defray expenses incurred by the Developer for the redevelopment of the Developer Property consistent with the improvements set out in Section 3.2.

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 Developer agree as follows:

SECTION I
INCORPORATION OF RECITALS

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

SECTION II
REPRESENTATIONS AND WARRANTIES

- 2.1 **Representations and Warranties of Developer**, to induce City to execute this Agreement and perform the obligations of City hereunder, Developer hereby represents and warrants to the City as follows:
- (a) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer; and
 - (b) To the best of Developer's knowledge, the execution, delivery and performance by Developer 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 Developer is a party to or may be bound under; and
 - (c) The Parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.
- 2.2 **Survival of Representations and Warranties**, Developer agrees that all its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive during the term of this Agreement and after the expiration of the term of this Agreement.

SECTION III
TAX INCREMENT FINANCING ("TIF")

- 3.1 **Tax Increment Financing of Redevelopment Project Costs**, Developer has represented to the City that, but for the financial assistance of TIF, the Developer Project (hereinafter defined) would not be economically viable. The Parties agree that TIF, implemented in accordance with the terms and provisions of the Act would be a source of funding for the Developer Project which would make the Developer Project economically viable.
- 3.2 **Available Tax Increment**, The City shall make payment to the Developer for the reimbursement of fifty percent (50%) of the costs incurred for the following eligible improvements for the Developer Property, not to exceed thirty thousand dollars (\$30,000): (1) parking lot replacement, including alley improvements; (2) sidewalk replacement; (3) Replacement of doors and windows; and (4) Exterior masonry and painting. Pursuant to this agreement, the project must be completed no later than July 1, 2021.
- 3.3 **Timing of Payments**, Payments to Developer as required under Section 3.2 of this Agreement shall be made once the Developer Project is completed and Developer has notified the City and submitted sufficient evidence for the City to determine the costs were actually incurred and paid by Developer and that the costs are eligible reimbursable project costs pursuant to the Act. "Sufficient evidence" is defined as legible copies of invoices from vendors that indicate a cost

was actually incurred and which provide the City with sufficient detail to identify the nature of the work performed in order to determine eligibility for reimbursement from TIF funds and copies of canceled checks or other forms of proof that the incurred costs were actually paid in full by the Developer. Any liens on the property for non-payment of a vendor completing items (1) through (4) in Section 3.2 shall be considered prima facie evidence of non-payment and Developer shall not be eligible to receive the 50% reimbursement until such time as the vendor is paid in full and the lien released.

- 3.4 **Default**, The City's failure to pay tax increment to Developer shall not be considered a default under this Agreement, regardless of the reason for such failure.
- 3.5 **Obligations of City**, The obligations contained within this Agreement are not Full and Faith and Credit obligations of the City. The City will have no obligation to issue any Notes or Bonds. All payment obligations on the part of the City contained in this Agreement are subject to the provisions of the Act.
- 3.6 **Restrictions on Assignment**, Developer shall not have the right to assign its rights and obligations under this Agreement without the express prior written consent of the City, whose consent shall have the right to assign this Agreement at any time to any corporation, partnership or other business entity controlled by Developer or by the majority of the members or officers thereof or to any land trust of which Developer or other business entity controlled by Developer or the majority of the members or officers thereof is the beneficiary. For purposes of this Section, Developer shall not be deemed to be in control of another business entity unless Developer has an ownership interest in such business entity equal to or greater than 51%. Furthermore, the rights conferred to Developer by this Agreement may not be assigned without the obligations also conferred to Developer.

SECTION IV COMPLIANCE WITH LAW

- 4.1 **Defense of TIF District**, In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the North Second Street TIF District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both Parties to defend the integrity of the North Second Street TIF District, and this Agreement. Furthermore, each Party shall pay their respective legal fees, court costs and other expenses directly related to defense of the North Second Street TIF District and Redevelopment Plan that each Party shall incur as a result of defense of the same. In the event of an adverse lower court or agency ruling, 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.
- 4.2 **Use of Land**, Developer intends that the Developer Property shall be utilized primarily for commercial use that generates sales tax for the City, which shall not include industrial uses.

SECTION V
DEFAULT REMEDIES

- 5.1 **Default/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, including the occurrence of an Event of Default as set forth in Paragraph 5.2, 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 the City default, Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the City will be under no obligation to make any payments to Developer during the period of default or at any time in the future and may require repayment of funds previously paid to Developer under this Agreement.
- 5.2 **Event of Default**, For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":
- (a) If, at any time, any material term, warranty, representation or statement made or furnished by City or Developer (including the representations and warranties of Developer described in subsection 2.1 hereof) is not true and correct in any material respect and because of which either Party is unable to fulfill its obligations hereunder; or
 - (b) If any petition is filed by or against City or Developer 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
 - (c) Any assignment, pledge, encumbrance, transfer or other disposition that is prohibited under this Agreement.
 - (d) If Developer fails to meet any of the conditions or covenants contained in this Agreement, including, but not limited to those contained in Section III hereof.
- 5.3 **Waiver and Estoppel**, Any delay by City or Developer 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 Developer of or limit such rights in any way. No waiver made by City or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Developer with respect to any other defaults.

SECTION VI
GENERAL

- 6.1 **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

independent counsel and that this Agreement is a result 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.

- 6.2 **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.
- 6.3 **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.
- 6.4 **Survival of Provisions**, If any of the provisions of this Agreement are determined to be invalid pursuant to 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.
- 6.5 **Use of Headings**, The 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.
- 6.6 **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.
- 6.7 **Defaults**, Subject to the provisions of Paragraph 6.8, in the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that each Party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.
- 6.8 **Indemnification**, Developer agrees 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 Developer to comply with this Agreement.
- 6.9 **Notices**, All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

BET Holdings, LLC.
Attn: Erica Colombi
5525 North Second Street
Loves Park, IL. 61111

To the City:

City of Loves Park
Attn: Mayor Greg Jury
100 Heart Boulevard
Loves Park, IL. 61111

With copy to:

Galluzzo Law Group, LLC.
Attn: Gino Galluzzo
6735 Vistagreen Way, Suite 210
Rockford, Il. 61107

or at such other addresses as Parties may indicate in writing to the other. Notice may be sent 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.

- 6.10 **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.
- 6.11 **Construction**, This Agreement shall be subject to and construed under the laws of the State of Illinois and the exclusive venue for any action involving this Agreement shall be the Circuit Court of Winnebago County, Illinois.
- 6.12 **Previous Agreement**, 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.

SIGNATURE PAGE FOLLOWS

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 IN 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.

BET Holdings, LLC.

City of Loves Park, Illinois Municipal Corporation

By: _____

By: _____

Its: Mayor

ATTEST:

By: _____

Its: City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

BURCHFIELD GARDENS IN S1/2 SEC 6-44-2 LOT 001 BLOCK 009

Commonly known as 5525 North Second Street, Loves Park, IL. 61111

Property Identification Number: 12-06-354-001

1. Agreement 769-20

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 2021 separated financial information is as follows:

North Second Street TIF		Meadow Mart Business District		Total for Both Types	
Assets:					
Cash and Cash equivalents	\$ 358,209.00	\$	29,248.00	\$	387,457.00
Property Taxes receivable	\$ 145,352.00	\$	20,857.00	\$	166,209.00
Land held for resale	\$ 187,967.00			\$	187,967.00
Total Assets:	\$ 691,528.00	\$	50,105.00	\$	741,633.00
Liabilities:					
Accounts Payable	\$ -	\$	15,621.00	\$	15,621.00
Due to other funds	\$ 369,449.00			\$	369,449.00
Unearned revenue	\$ 72,617.00	\$	6,515.00	\$	79,132.00
Total Liabilities:	\$ 442,066.00	\$	22,136.00	\$	464,202.00
Fund balance:					
Total fund balance:	\$ 249,462.00	\$	27,969.00	\$	277,431.00
Total liabilities and fund balance:	\$ 691,528.00	\$	50,105.00	\$	741,633.00
North Second Street TIF					
Revenues:					
Special assessment tax	\$ 161,793.00			\$	161,793.00
Sales tax		\$	64,734.00	\$	64,734.00
Interest		\$	-	\$	-
Other (City 10% contribution)	\$ 13,294.00			\$	13,294.00
Total Revenues:	\$ 175,087.00	\$	64,734.00	\$	239,821.00
Expenditures:					
General Government	\$ 58,719.00	\$	-	\$	58,719.00
Principal payments	\$ 32,300.00	\$	-	\$	32,300.00
Interest payments	\$ 17,618.00	\$	55,558.00	\$	73,176.00
Total Debt Service:	\$ 49,918.00	\$	55,558.00	\$	105,476.00
Total expenditures:	\$ 108,637.00	\$	55,558.00	\$	164,195.00
Excess of revenues over (under) expenditures	\$ 66,450.00	\$	9,176.00	\$	75,626.00
Other financing sources(uses):					
Transfers in(out)				\$	-
Net change in fund balances	\$ 66,450.00	\$	9,176.00	\$	75,626.00
Fund balances:					
Beginning	\$ 183,023.00	\$	18,782.00	\$	201,805.00
Ending	\$ 249,473.00	\$	27,958.00	\$	277,431.00

**Minutes of the Joint Review Board Meeting
Tax Increment Financing (TIF) District
North Second Street Redevelopment Project Area
April 14, 2021, 3:06 P.M., Loves Park City Hall**

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

Mayor Jury called the meeting to order at 3:06 P.M. and welcomed the Board members.

Planning Director Nathan Bruck reported that the City entered into a redevelopment agreement with Brent's Barber Shop at 5611 North Second Street. The project has been completed and included exterior paint and mural, parking lot resurfacing, new signage and a new patio. Total project cost was 43,900. The North Second Street TIF contributed \$20,000 to the project.

The City entered into a redevelopment agreement with LDT Automotive located at 5619 Jensen Drive. The project has been completed, and included parking lot resurfacing and sidewalk replacement. Total project cost was \$15,087, and the North Second Street TIF contributed \$10,000 to the project.

The City entered into a redevelopment agreement with Sips in the Park located at 5525 North Second Street. The project has not started yet. The project includes parking lot replacement including alley way, sidewalk replacement, new doors and windows, exterior masonry and painting. The redevelopment agreement is for the North Second Street TIF to contribute 50% of the projects cost, not to exceed \$30,000.

Several other projects are in process, but no redevelopment agreements are in place.

City Treasurer John Danielson presented the Annual Report Overview of the Joint Review Board, North Second Street 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 3:12 P.M.

Minutes by Robert J. Burden, City Clerk

**Joint Review Board – North 2nd Street 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 North 2nd Street TIF Account was \$260,205.04 and the ending cash balance on April 30, 2020 was \$327,695.25.

Reporting on a cash basis:

Revenues received into the fund totaled \$124,250.62 in increment.

Cash basis expenditures during the reporting period totaled \$56,760.41.

Expenditures included payments to:

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

--Ticomix Company: \$6,842.61 for payment #5 under their second 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 \$118,819.00.

\$106,423.00 was increment and \$12,397.00 was the City of Loves Park required 10% contribution to the TIF.

Audited expenditures reported for this reporting period were \$64,440.00.

Reported expenditures included payments to:

-- Nicolosi-Galluzzo and Galluzzo Law Group: \$7,680.00 for legal work related to North 2nd 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 \$56,760.41 listed previously, makes up the total expenditures reported of \$64,440.00 (rounded for the report).

**Joint Review Board – North 2nd Street TIF–April 14, 2021
Treasurer’s Report**

The fund balance at the end of the reporting period was \$183,025.00

Future debt obligations were: \$446,341.00

Future project costs to be paid include:

--Redevelopment agreement with N.2nd & Pearl Volant: \$77,000.00

--Redevelopment agreement #2 with Ticomix: \$128,491.00

--Diane Elliott/Dairy Depot-RDA pending: \$16,000.00

**The total amount designated for project costs at the end of the reporting period was:
\$221,491.00.**

**The total amount designated for debt obligations and future project costs was:
\$667,832.00.**

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 \$358,208.82.

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	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					
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
North 2nd Street 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:					
Property tax	\$ 132,940	132,940	161,793	28,853	106,423
Sales tax	100,000	100,000	64,734	(35,266)	55,977
Other	13,294	13,294	13,294	-	12,397
Total revenues	<u>246,234</u>	<u>246,234</u>	<u>239,821</u>	<u>(6,413)</u>	<u>174,797</u>
Expenditures:					
General government:					
Redevelopment agreements	43,125	43,125	52,509	(9,384)	6,843
Legal & consulting	10,000	10,000	6,210	3,790	7,680
Miscellaneous	370,804	370,804	-	370,804	-
	<u>423,929</u>	<u>423,929</u>	<u>58,719</u>	<u>365,210</u>	<u>14,523</u>
Debt service:					
Principal payments	32,300	32,300	32,300	-	32,165
Interest payments	117,700	117,700	73,176	44,524	75,134
	<u>150,000</u>	<u>150,000</u>	<u>105,476</u>	<u>44,524</u>	<u>107,299</u>
Total expenditures	<u>573,929</u>	<u>573,929</u>	<u>164,195</u>	<u>409,734</u>	<u>121,822</u>
Net change in fund balance	\$ <u>(327,695)</u>	<u>(327,695)</u>	75,626	<u>403,321</u>	52,975
Fund balance:					
Beginning			<u>201,805</u>		<u>148,830</u>
Ending			<u>\$ 277,431</u>		<u>201,805</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