

**VILLAGE OF MT. ZION
MACON COUNTY, ILLINOIS**

Ordinance No.
2019-20

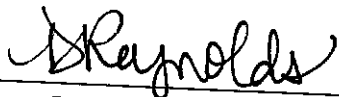
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE ANNUAL ADMINISTRATION OF MT. ZION GUSTIN/NELSON TAX INCREMENT FINANCING (TIF) DISTRICT BY AND BETWEEN THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS AND JACOB & KLEIN, LTD. AND THE ECONOMIC DEVELOPMENT GROUP, LTD.

CERTIFICATE

State of Illinois)
)
)
County of Macon)

I, Dawn Reynolds, duly appointed Village Clerk of the Village of Mt. Zion, Macon County, State of Illinois, and as such, custodian of all Village records, do hereby certify that the attached Ordinance No. 2019-20, is a true and correct copy of AN APPROVED ORDINANCE OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS that was adopted by the Mt. Zion Village Board on November 18, 2019.

In witness whereof, I hereby set my hand and affix the seal of the Village of Mt. Zion on this 18th day of November, 2019.



Dawn Reynolds, Village Clerk

Seal

ORDINANCE NO. 2019-20

VILLAGE OF MT. ZION, ILLINOIS

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT**

for the

**ANNUAL ADMINISTRATION OF
MT. ZION GUSTIN/NELSON TAX INCREMENT FINANCING
(TIF) DISTRICT**

by and between

THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
ON THE 18TH DAY OF NOVEMBER, 2019.**

VILLAGE OF MT. ZION, ILLINOIS
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
for the
ANNUAL ADMINISTRATION OF
MT. ZION GUSTIN/NELSON TAX INCREMENT FINANCING
(TIF) DISTRICT
by and between
THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.

PREAMBLE

WHEREAS, on December 31, 1986, the Village of Mt. Zion, Macon County, Illinois (the "Village") established a Tax Increment Financing (TIF) District pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"), 65 ILCS 5/11-74.4-1 *et. seq.*; and

WHEREAS, the Village desires to engage the professional services of Jacob & Klein, Ltd. to render administrative services and legal advice and The Economic Development Group, Ltd. to render technical advice to assist the Village in administering the **Mt. Zion Gustin/Nelson TIF District**.


NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS THAT:

1. The Professional Services Agreement by and between the Village of Mt. Zion, Jacob & Klein, Ltd. and The Economic Development Group, Ltd. (*Exhibit A* attached) is hereby approved.
2. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Professional Services Agreement and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.
3. The Professional Services Agreement shall be effective on the date of its approval, on the 18th day of November, 2019.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Village President and Board of Trustees of the Village of Mt. Zion, Macon County, Illinois, this 18th day of November, 2019.

CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
Kevin Fritzsche	X			
Donna Scales	X			
Mike Mose				X
Wendy J. Kernan	X			
Ellen Ritchie	X			
Chris Siudyla	X			
Luke Williams, Mayor				
TOTALS:	5			1

APPROVE:



 Luke Williams, President

ATTEST:



 Dawn Reynolds, Village Clerk

EXHIBIT A is attached: Professional Services Agreement by and between the Village of Mt. Zion, Macon County, Illinois and Jacob & Klein, Ltd. and The Economic Development Group, Ltd.

EXHIBIT A

**Professional Services Agreement
by and between
The Village of Mt. Zion, Macon County, Illinois
and
Jacob & Klein, Ltd.
and
The Economic Development Group, Ltd.**

PROFESSIONAL SERVICES AGREEMENT

for the

**ANNUAL ADMINISTRATION OF
MT. ZION GUSTIN/NELSON TAX INCREMENT FINANCING
(TIF) DISTRICT**

by and between

THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

NOVEMBER 18, 2019

PROFESSIONAL SERVICES AGREEMENT
for the
ANNUAL ADMINISTRATION OF
MT. ZION GUSTIN/NELSON TAX INCREMENT FINANCING
(TIF) DISTRICT
by and between
THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.

THIS AGREEMENT is entered into this 18th day of November, 2019, by and between the **VILLAGE OF MT. ZION, ILLINOIS**, an Illinois Municipal Corporation (the “Village”); and **JACOB & KLEIN, LTD.**, Bloomington, Illinois, an Illinois Professional Service Corporation (“J&K”); and **THE ECONOMIC DEVELOPMENT GROUP, LTD.**, Bloomington, Illinois, and Illinois Corporation (“EDG”). The Village, J&K and EDG may hereinafter be referred to as the “Parties” to this Agreement.

WHEREAS, on December 31, 1986, the Village established a Tax Increment Financing (TIF) District within the Village pursuant to the Tax Increment Allocation Redevelopment Act (the “Act”), 65 ILCS 5/11-74.4-1 *et. seq.*; and

WHEREAS, pursuant to the terms herein set forth in this Agreement, the Village desires to engage the professional services of J&K to render legal advice and EDG to render technical advice to assist the Village in Annually Administering the Tax Increment Financing Redevelopment Plan, Area and Projects known as **MT. ZION GUSTIN/NELSON TIF DISTRICT** (the “TIF District”).

NOW, THEREFORE, the Parties agree as follows:

1. **Village to Engage J&K and EDG.** The Village agrees hereby to engage the services of J&K and EDG for the purposes set forth herein and J&K agrees to provide all legal advice to EDG and the Village to prepare or coordinate the preparation of Reports, Notices and Documentation (including those reports prepared by other professionals) necessary pursuant to State Statutes and as outlined in *Exhibit 1. Professional Services Relating to the Establishment of the TIF District.*
 - a. The Parties agree that J&K, as Attorneys, will undertake those responsibilities that require legal advice or preparation under this Agreement on behalf of the Village or EDG. EDG is a separate corporate entity established by Thomas N. Jacob (of counsel) and is owned in whole by Herbert J. Klein. Mr. Klein is also the principal owner of Jacob & Klein, Ltd. (J&K). The Village is entering into this Agreement voluntarily and with informed consent after the opportunity to consult with independent counsel as to the ownership of both entities by Herbert J. Klein.
 - b. J&K may, in addition, be retained by the Village as its special attorney to perform other professional services outside the Scope of Services set forth herein, including representation of the Village before State agencies or the Illinois Legislature. Such

representation shall be at the Attorney's then current hourly rate for similar services or as otherwise agreed. Any such representation shall be pursuant to a written agreement between the Parties.

- i. Legal services provided by J&K and/or consulting services provided by EDG relating to financing, including the issuance of Bonds involving the TIF District, will be billed separately from this Agreement and subject to the terms of any agreements related to such financing or Bonds.
 - ii. If retained as a Registered Municipal Advisor through a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes and other financing alternatives, as well as arrange for Bond Counsel when required by the Village.
 - iii. This Agreement does not include representation in any Court case resulting from the establishment of the TIF District Redevelopment Plan, Area or Projects or the Annual Administration of the TIF District.
- c. The total Fees and Reimbursable Costs to be paid hereunder by the Village to J&K and EDG, when billed by each of the separate entities, will not be duplicated and will not exceed the total Fees and Reimbursable Costs provided for herein.
 - d. The Parties agree that pursuant to *Section 5/11-74.4-3(q)(1)* of the Act, all Professional Fees and related Costs incurred by the Village for Annually Administering the TIF District are TIF eligible project costs and are fully reimbursable to the Village from the real estate tax increment generated by the TIF District.
 - e. The Village hereby acknowledges that J&K and EDG are not responsible for monitoring and documenting matters relating to compliance with the Illinois Prevailing Wage Act, the Illinois Procurement Code, and any other wage and/or employment laws, to the extent such are applicable to any public or private project undertaken within the TIF District Redevelopment Project Area or the Area as may be amended in the future.

2. Annual Administration of the TIF District.

- a. **Services.** J&K and EDG will provide, when necessary, the services as outlined in *Exhibit 1* to annually administer the TIF District.
 - i. On an annual basis, all of the legal review of documents and matters relating to the statutory compliance of public and private development activities occurring within the TIF District are provided by J&K in the Annual Administrative Fee. Other administrative functions will be provided by EDG. EDG will also provide financial feasibility analyses for new proposed private developments. J&K will provide legal services required in the preparation of new Redevelopment Agreements and other legal documents and legal opinions.

- ii. For J&K and EDG to effectively perform its obligations as set forth hereunder, the Village understands and acknowledges that it is hereby obligated to provide J&K and EDG, at their request, any and all necessary documents, records and information relating to the establishment and administration of the TIF District. The Village shall not hold J&K or EDG liable for the non-performance of any obligation hereunder that results from any failure of the Village, for whatever reason, to provide such necessary documents, records or information. Notwithstanding anything contained herein to the contrary, J&K and/or EDG may, in its sole discretion, unilaterally terminate this Agreement at any time upon the failure of the Village to provide such necessary documents, records and information as requested to the satisfaction of J&K and EDG.
 - iii. J&K and EDG shall not be responsible for the work done by others in the establishment and administration of the TIF District, including any documents filed with the State of Illinois, Will County Clerk or County Assessor from the inception of the work to establish the TIF District and thereafter.
 - iv. To the extent possible, J&K and EDG will attempt to include in Private Redevelopment Agreements provisions allocating a portion of the Annual Administrative Fees, Annual Costs and other fees to those Private Developments on a pro-rata basis determined by the increment generated by those Developments which have Redevelopment Agreements.
- b. **Term.** The term of the Annual Administrative Services provided in this Agreement shall be for three (3) years and shall commence upon the execution of this Agreement and the execution of a separate Agreement for services relating to the establishment of a contiguous TIF District referred therein as the Mt. Zion Rt. 121 TIF District. Thereafter, this Agreement shall automatically renew at the end of each three-year period during the life of the District as a roll-over, for a new period of three years, the termination of the TIF District and closing of the TIF District Special Tax Allocation Fund, or notice of non-renewal as provided herein, whichever occurs first. This Agreement as it relates to annual administrative services may be terminated by written notice of non-renewal from the Village to J&K and EDG no later than one (1) year prior to the end of each contract period. If the Village provides J&K and EDG written notice of non-renewal less than one (1) year prior to the end of a contract period, then J&K and EDG shall not be responsible for preparing and filing the TIF District Annual Report relating to the current fiscal year in which notice of non-renewal is received. Upon receiving written notice of non-renewal, J&K and EDG is to provide to the Village a final invoice for professional fees and costs incurred as of the date of the termination.
- c. **Payment of Annual Administrative Fee and Reimbursable Costs.**
 - i. The Annual Administrative Fee to be paid by the Village to J&K and EDG for the Annual Administration of the TIF District shall be paid as set forth below.

1. Base Annual Administrative Fee for the TIF District: On an annual basis, the Base Professional J&K and EDG Fees for all services described in the Scope of Professional Services relating to the TIF District shall be **Five Thousand and 00/100 Dollars (\$5,000.00)** plus the increase in the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2019** as the base year.
2. There shall be an additional Annual Administrative Fee of **Nine Hundred and 00/100 Dollars (\$900.00)** plus the annual increase in the Consumer Price Index for each TIF Redevelopment Agreement the Village enters into after the date of this Professional Services Agreement whereby the total, cumulative TIF eligible project costs estimated to be reimbursed per the terms of said TIF Redevelopment Agreement amount to \$10,000 or more.
 - a. If said additional Annual Administrative Fee for each TIF Redevelopment Agreement includes incentives relating to a Mt. Zion Business Development District, if any, such additional Annual Administrative Fee shall not be duplicated in J&K and EDG billings for annual administrative services relating to such Business Development District.
- ii. In addition to the Annual Administrative Fee, all Reimbursable Costs incurred by J&K and EDG as part of the annual administration of the TIF District shall be reimbursed to J&K and EDG by the Village, including all reasonable travel and subsistence expenses while away from Bloomington or Peru, Illinois, all photocopying, report binding, mailings, postage, and staff costs. Such are to be reimbursed at customary rates charged by J&K or EDG. For purposes of this Agreement, staff costs do not include the time of Attorneys Thomas N. Jacob, Herb Klein or Nic Nelson (J&K) or Steven Kline (EDG) while performing said Professional Services described in *Exhibit 1* and subject to the following conditions:
 1. All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service. All other costs which are incidental to the administration of the TIF District, including staff costs, photocopying and report binding, mailings, postage, and telecommunication charges, shall be reimbursed at the current rates then charged by J&K and EDG.
- iii. For Annual Administrative Fees, and Annual Administrative Costs, J&K and EDG shall bill the Village on a quarterly basis. For the purpose of this Agreement, Quarterly Billings shall occur as follows:

Service Period	Billing Month
January, February, March	April
April, May, June	July

Service Period	Billing Month
July, August, September	October
October, November, December	December

- iv. Annual Administrative Fees shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using **2019** as the base year and prorated in equal installments for purposes of determining quarterly billings.
- d. The Village understands that J&K and EDG shall rely on the work of others, including the Village's Administrator, Village Engineer, Clerk, Auditors and Attorney; the Macon County Assessor and County Clerk; the Illinois Department of Revenue (IDOR); the Illinois Department of Commerce and Economic Opportunity (DCEO); the Illinois Comptroller's Office and the Illinois State Board of Education for information and documentation necessary for the Annual Administration of the TIF District. The Village further understands that it may directly incur additional fees and costs for the Annual Administration of the TIF District which result from the involvement of other (non-J&K/EDG) professionals.
3. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether, or not, to seek advice of counsel with respect to the Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
4. **Titles of Paragraphs.** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
5. **Amendments to this Agreement.** J&K/EDG and the Village agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required by the Parties hereto for carrying out the intention of or facilitating the performance of this Agreement. The Parties hereto may therefore amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.
6. **Entire Agreement.** The Terms and Conditions set forth in this Agreement supersede all prior oral and written understanding and constitute the entire Agreement between the Parties with respect to the subject matter hereof.
7. **Binding Upon Successors in Interest.** This Agreement shall be binding upon all the Parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest.

(The remainder of this page is intentionally blank.)

8. **Notices.** Notices or demands hereunder shall be in writing and shall be served by (a) personal delivery, or (b) certified mail, return receipt requested to the following addresses, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be three (3) business days after the date of delivery of said notice to the United States Post Office.

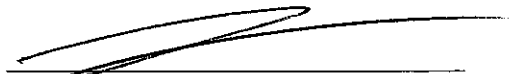
Village of Mt. Zion
% Village Clerk
1400 Mt. Zion Parkway
Mt. Zion, IL 62549
Ph: (217) 864-5424

Jacob & Klein, Ltd. and
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Ph: (309) 664-7777

9. **Severability.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.
10. **Choice of Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of McLean County, Illinois.
11. **Warranty of Signatories.** The signatories of this Agreement warrant that they have full authority to execute this Agreement and to bind the entity for which they are signing and agree to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.
12. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, the Village, J&K, and EDG have executed this Professional Services Agreement on the day and year above written.

THE VILLAGE OF MT. ZION, an Illinois
Municipal Corporation:

By: 
President

Attest: 
Village Clerk

JACOB & KLEIN, LTD., an Illinois
Professional Service Corporation:

By: 
President

THE ECONOMIC DEVELOPMENT
GROUP, LTD., an Illinois Corporation:

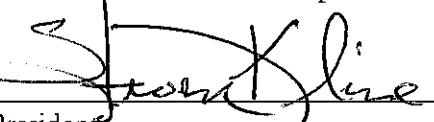
By: 
President

EXHIBIT 1

PROFESSIONAL SERVICES RELATING TO THE ANNUAL ADMINISTRATION OF THE TIF DISTRICT

Services to be provided to the Village by J&K and EDG relating to the Annual Administration of the TIF District are set forth as follows:

1. Provide the Village with on-call legal and consulting services on matters relating to the TIF District as needed.
2. Consult with and coordinate administrative activities with Village's Administrator, Village Clerk, Village Engineer, CPA, President and other officials as required.
3. Track and monitor the growth of annual Real Estate and Sales Tax (if appropriate) Increments within the TIF District.
4. Negotiate terms of TIF Reimbursements and prepare Redevelopment Agreements with Developers.
5. Consult with Developers regarding TIF Redevelopment Agreements and Reimbursements.
6. Communicate with Developers and the County Supervisor of Assessments to review improvements, paid tax bills and changes in Equalized Assessed Valuations.
7. Advise Village on matters relating to Developer Reimbursements (e.g., verify paid property tax bills and eligible project costs, and advise the municipality to make payments).
8. Provide Village with a Public Requisition/Payment Approval process.
9. Advise Village on matters relating to payments to other taxing bodies under Intergovernmental Agreements.
10. Prepare, certify, and submit Annual TIF District Reports to the Office of the Illinois Comptroller.
11. Provide legal opinion (J&K) on matters relating to Annual Reports to State Comptroller as required by the TIF Act.
12. Prepare TIF District Annual Reports for submission to Village and other taxing districts.
13. Conduct Village's Annual Joint Review Board Meetings with Taxing Bodies as required by the TIF Act.

14. Work with the School District to determine and analyze potential financial impacts, evaluate alternative approaches for assisting the school district and prepare necessary Intergovernmental Agreements.
15. Prepare TIF Increment Projections for Village and Reimbursement Estimates for Developers.
16. Prepare necessary minor amendment and procedure for Village to remove property from the TIF District as may relate to such properties being included in a separate, contiguous Redevelopment Project Area.
17. If retained as a Registered Municipal Advisor per a separate Letter of Engagement, EDG will analyze the potential use of TIF Revenue Bonds, Developer Notes and other financing alternatives, as well as arrange for Bond Counsel when required by Village or Developer. All professional services related to the issuance of Bonds will be additional, subject to separate agreements and billed at the then applicable rates.

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