

PROFESSIONAL SERVICES AGREEMENT

for the

AMENDMENT OF LEXINGTON TIF DISTRICT I

by and between

**THOMAS N. JACOB & ASSOCIATES, LTD. AND
THE ECONOMIC DEVELOPMENT GROUP, LTD.**

and

THE CITY OF LEXINGTON, ILLINOIS

FEBRUARY 8, 2010

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 8th day of February, 2010, by and between the CITY OF LEXINGTON ("City"); and THOMAS N. JACOB AND ASSOCIATES, LTD., Bloomington, Illinois ("TNJ") and THE ECONOMIC DEVELOPMENT GROUP, LTD., Bloomington, Illinois ("EDG").

WHEREAS, the City established the LEXINGTON TIF DISTRICT I on the 11th day of November, 1996; and said TIF District was extended for an additional twelve (12) years from the date of the original termination of LEXINGTON TIF DISTRICT I for a total of thirty-five (35) years (through Tax Year 2031) as authorized by the Illinois Legislature and the Office of the Governor of Illinois; and

WHEREAS, pursuant to Section 3(n)(3) of the Act, the City approved Ordinance No. 2005-7 on the 12th day of September, 2005, to extend the estimated date of completion of the Redevelopment Project within LEXINGTON TIF DISTRICT I to and including the 31st day of December, 2031; and

WHEREAS, the City wishes to amend the existing Redevelopment Plans and Projects and Redevelopment Area relating to LEXINGTON TIF DISTRICT I pursuant to the Tax Increment Allocation Redevelopment Act (the "TIF Act"), 65 ILCS 5/11-74.4 *et. seq.*; and

WHEREAS, the City desires to continue to engage the professional services of TNJ to render legal advice and to engage EDG to render technical advice to assist the City in amending LEXINGTON TIF DISTRICT I.

NOW, THEREFORE, the Parties agree as follows:

§1. City to Engage TNJ and EDG.

- A. The City agrees hereby to engage the services of TNJ and EDG for the purposes set forth herein and TNJ agrees to provide all legal advice to EDG and the City to prepare or coordinate the preparation of Reports, TIF Plan Amendment, Notices and Documentation (including the coordination of those reports prepared by other professionals) necessary to complete the Amendment of the Redevelopment Plans and Projects for the TIF District as required pursuant to the TIF Act as outlined in the *Scope of Professional Services*.

§2. Scope of Professional Services.

- A. TNJ and EDG shall perform, when necessary, the services as set forth in *Section 3 (A)* to Amend the TIF District.
- B. The City understands and acknowledges that TNJ and EDG will rely on the work of other professionals, including the City's Engineer(s) and Attorney, to prepare reports and documentation needed for amending the TIF Plans, Projects and Reports, including annexation plats and agreements, if necessary, and other necessary documents and that

Professional Services Agreement

TNJ and EDG shall rely on their professional expertise to prepare the Amendment to the TIF Plan and Redevelopment Area and present material and information necessary to Amend the TIF District.

§3. Time of Employment and Scope of Services.

- A. This Professional Services Contract shall commence effective February 8, 2010, and shall continue until the presentation of the Amended Plan and Amended Redevelopment Area and appropriate ordinances to the City Council for amending the Redevelopment Plans, Projects and Area. It is anticipated that the Redevelopment Plan and TIF District will be amended on or before June 30, 2010.

Specific provisions and procedures relating to the Amendment of the TIF District are as follows (specific provisions relating to Fees and Costs are set forth in *Section 4*):

- 1) Create estimated TIF District Amendment Time Line.
- 2) Work with local elected officials and engineers to determine Public and Private Projects and related TIF eligible project costs to amend to the Redevelopment Plan.
- 3) Make changes to the Redevelopment Project Area (TIF District Boundary) which additions are contemplated by this Agreement.
- 4) Prepare the Amendment to the Redevelopment Plan for the TIF District (i.e., EDG will collect a variety of information from the City and, with TNJ, draft the amendments to the TIF Redevelopment Plan. Lexington city officials will help provide historical information, access to legal descriptions, street maps/Sidwell maps/GIS maps, engineering opinion letters, descriptions and estimated costs of potential public and private projects, potential private development build-out rates, property tax bills, assessment data, and identification of officials' properties and other City records as necessary to prepare the amendments).
- 5) Organize and conduct the Joint Review Board Meeting relating to the proposed Amendment to the TIF District.
- 6) Assist the City in negotiating Redevelopment Agreements with potential Developers, if any, as may relate to the Amended TIF District.
- 7) Establish an Interested Parties Registry for the TIF District.
- 7) Prepare and send all Notices to taxing bodies, taxpayers, residents, residences within 750 feet of the TIF District, and those individuals and entities on the Interested Parties Registry as required by the TIF Act.
- 8) Prepare and arrange for all publications required of the City Clerk.

Professional Services Agreement

- 9) Prepare all Notices and mail Notices of the Public Meeting to all taxing bodies, taxpayers, residential addresses and to those individuals and entities listed on the Interested Parties Registry and conduct the Public Meeting as required by the TIF Act to discuss the City's intent to amend the TIF District.
- 10) Prepare all Notices and mail Notices regarding the Public Hearing to all taxing bodies, taxpayers, residential addresses within 750 feet of the TIF District Boundary and to those individuals and entities listed on the Interested Parties Registry. Conduct the Public Hearing on behalf of the City to review the proposed Amended TIF District with the public.
- 11) Draft all required Ordinances to amend the TIF District Plan, Projects and Area.

§4. Time and Method of Payment for Amending the TIF District; Fees to be Paid by the City.

A. Fees Relating to the AMENDMENT of LEXINGTON TIF DISTRICT I.

- 1) The total Fees to be paid by the City to TNJ and EDG for the amendment of the TIF District are Twenty Five Thousand Dollars (\$25,000) and may be paid from increment generated within the existing TIF District or other sources and are payable as follows:
 - a) TNJ and EDG shall be paid a total sum of Ten Thousand Dollars (\$10,000) within 45 days after the execution of this Agreement.
 - b) Upon the completion of the Amended TIF Plans and presentation of the Plans to the City Council prior to establishing the Public Meeting date, TNJ and EDG shall be paid an additional Ten Thousand Dollars (\$10,000).
 - c) The balance of the Fee of Five Thousand Dollars (\$5,000) and the Costs for amending the TIF District shall be paid when the final Amended TIF Plan and Ordinances are presented to the City Board for passage.

B. Costs Relating to Amending the TIF District.

- 1) All costs incurred by TNJ and EDG which are incidental to amending the TIF District shall be reimbursed including all reasonable travel and subsistence expenses while away from Bloomington, Illinois, performing said Professional Services described in *Section 3(A)* and subject to the following conditions:
 - a) All travel will be reimbursed for mileage at the maximum permitted by Internal Revenue Service Rules and Regulations for that year. All other costs which are incidental to amending the TIF District as provided herein, including staff support costs, photocopying and report binding, mailings, postage, and

Professional Services Agreement

telecommunication charges, shall be reimbursed at current rates then charged by TNJ or EDG.

§5. **Additional Services.** TNJ may, in addition, be retained by the City as its special attorney to perform other professional services outside the Scope of Duties set forth herein, including representation of the City before State agencies or the Illinois Legislature. Such representation shall be at the Attorney's then current hourly rate for similar services. Any such representation shall be pursuant to a written agreement between the parties.

Legal services provided with regard to the issuance of Bonds involving the TIF District will be separate from this Agreement and subject to the terms of agreements related to such bonds.

§6. **Limitations on Professional Services.** This Agreement does not include representation in any Court case resulting from the establishment or Amendment of the TIF District or Redevelopment Plans or Projects of the TIF District.

§7. **Amendments to this Agreement.** The parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the parties.

§8. **Entire Agreement:** The Terms and conditions set forth in this Agreement supersede all prior oral and written understandings and constitute the entire Agreement between the parties with respect to the subject matter hereof.

- a) **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. TNJ/EDG shall have the right to assign this Agreement to a successor entity and will provide Notice to the City of any such assignment.
- b) **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.
- c) **Notices:** Notices or demands hereunder shall be in writing and shall be served (a) by personal delivery, or (b) certified mail, return receipt requested to:

The CITY of LEXINGTON
j Lexington City Clerk
329 West Main Street
LEXINGTON, Illinois 61753

Thomas N. Jacob & Associates, Ltd. and
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704

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

Professional Services Agreement

delivery of said notice to the United States Post Office.

- d) Severability: If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.
- e) Further Assistance and Corrective Instruments: TNJ/EDG and the Developer 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 reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.
- f) 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.

IN WITNESS WHEREOF, the CITY of LEXINGTON, TNJ and EDG have executed this Professional Services Agreement on the day and year above written.

**THE CITY OF LEXINGTON, an Illinois
Municipal Corporation:**

City Clerk
329 West Main Street
LEXINGTON, Illinois 61753
Phone: (309) 365-3331

By: John Mohr
Mayor

Attest: Margaret Quinley
City Clerk

**THOMAS N. JACOB & ASSOCIATES,
LTD., an Illinois Corporation:**

1701 Clearwater Avenue
Bloomington, IL 61704
Phone: (309) 664-7777
Fax: (309) 664-7878

By: Thomas N. Jacob
President

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

1701 Clearwater Avenue
Bloomington, IL 61704
Phone: (309) 664-7777
Fax: (309) 664-7878

By: John Helms
President