

VILLAGE OF BELLEVUE, ILLINOIS

ORDINANCE NO. 620

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

for

**SECOND AMENDMENT OF
BELLEVUE TIF DISTRICT II,**

by and between

THOMAS N. JACOB & ASSOCIATES, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

and

**THE VILLAGE OF BELLEVUE,
PEORIA COUNTY, ILLINOIS**

**ADOPTED BY VILLAGE PRESIDENT
& BOARD OF TRUSTEES
OF THE VILLAGE OF BELLEVUE,
PEORIA COUNTY, ILLINOIS,
ON THE 15th DAY OF August, 2008.**

ORDINANCE NO. 620

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE SECOND AMENDMENT OF BELLEVUE TIF DISTRICT II BY AND BETWEEN THOMAS N. JACOB & ASSOCIATES, LTD. AND THE ECONOMIC DEVELOPMENT GROUP, LTD. AND THE VILLAGE OF BELLEVUE, PEORIA COUNTY, ILLINOIS.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BELLEVUE THAT:

1. The Village of Bellevue, Peoria County, Illinois, wishes to further amend the Bellevue Tax Increment Financing District II which was created on July 14, 2005, and subsequently amended on April 10, 2006, pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"), 65 ILCS 5/11-74.4-1 *et. seq.*
2. The Professional Services Agreement with Thomas N. Jacob & Associates, Ltd. and The Economic Development Group, Ltd. (Exhibit A attached) is hereby approved.
3. 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 Bellevue is hereby authorized and directed to attest such execution.
4. The Professional Services Agreement shall be effective on the date of its approval, August 11, 2008.
5. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED by the Village of Bellevue this 14th day of August, 2008.

NAMES	AYES	NAYS	ABSTAIN/ABSENT
Jim Anderson			X
Bill Pierson	X		
Mannie J. Eickmeier	X		
Ed Wright			X
Bill C. Newton	X		
Pam Hall	X		
Village President, Ralph Wilson	X		
TOTALS:			

APPROVED by the Village President and Village Board of Trustees of the Village of Bellevue this 14th day of August, 2008.

APPROVE:

Ralph E. Wilson
Village President, Village of Bellevue

ATTEST:

Carol S. Howard
Village Clerk

EXHIBIT A ATTACHED: Professional Services Agreement

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

for

SECOND AMENDMENT TO BELLEVUE TIF DISTRICT II,

by and between

THOMAS N. JACOB & ASSOCIATES, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

and

THE VILLAGE OF BELLEVUE, PEORIA COUNTY, ILLINOIS

PROFESSIONAL SERVICES AGREEMENT

for

SK
1/19
Brew **SECOND ~~FIRST~~ AMENDMENT OF BELLEVUE TIF DISTRICT II**

by and between

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

and

THE VILLAGE OF BELLEVUE, ILLINOIS

and

**WESTWOOD HILLS, INC.
(DEVELOPER)**

FEBRUARY 2008

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this 14th day of August, 2008, by and between the **VILLAGE OF BELLEVUE** ("VILLAGE"); and **THOMAS N. JACOB AND ASSOCIATES, LTD.**, Bloomington, Illinois ("TNJ"); **THE ECONOMIC DEVELOPMENT GROUP, LTD.** ("EDG"); and **WESTWOOD HILLS, INC.** ("Developer").

WHEREAS, the Village wishes to amend the existing Bellevue TIF District II Redevelopment Plan and Projects pursuant to the Tax Increment Allocation Redevelopment Act (the "TIF Act"), 65 ILCS 5/11-74.4 *et. seq.* which was established on the 14th day of July, 2005; and

WHEREAS, the Village 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 Village in amending and administering the **AMENDED BELLEVUE TIF DISTRICT II** (the "TIF District");

NOW, THEREFORE, the Parties agree as follows:

§1. Village to Engage TNJ and EDG.

- A. The Village 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 Village to prepare or coordinate the preparation of Reports, TIF Plan, Notices and Documentation (including the coordination of those reports prepared by other professionals) necessary to complete the Amendment of the Bellevue TIF District II Plan and Projects as required pursuant to State Statutes and 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 above in *Section 3 (A)* to Amend Bellevue TIF District II.
- B. The Village understands and acknowledges that TNJ and EDG will rely on the work of other professionals, including the Village's Engineer(s) and Attorney, to prepare reports and documentation needed for amending the TIF Plan, Projects and Reports, including annexation plats and agreements, if necessary, and other necessary documents and that TNJ and EDG shall rely on their professional expertise to prepare the TIF Plan and present

Professional Services Agreement

material and information necessary to Amend Bellevue TIF District II.

- C. Further, with regard to the administration of the Bellevue TIF District II as set forth in the original Professional Services Agreement for this District executed on the 26th day of April, 2004, TNJ and EDG shall rely on the work of others, including the Village's Auditors, Attorney, and Clerk; the Peoria 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 administration of the District.

§3. Time of Employment and Scope of Services.

- A. This Professional Services Contract shall commence effective Aug. 11, 2008, and, with regard to the Amendment of Bellevue TIF District II, shall continue until the presentation of the Amended Plan and appropriate ordinances to the Village Board for amending Bellevue TIF District II Plan and Projects. It is anticipated that the Plan and District will be amended on or before July 28, 2008.

Specific provisions relating to the Amendment of the Bellevue TIF District II are as follows (specific provisions relating to Costs are set forth in *Section 4 (A)*):

- 1) Create estimated TIF District Amendment Time Line.
- 2) Work with local leaders and engineers to define the Amended Redevelopment Project Area (TIF District Boundary).
- 3) Prepare Amendment to the Bellevue TIF District II Redevelopment Plan (i.e., EDG will collect a variety of information from the Village and, with TNJ, draft the TIF Redevelopment Plan. Local leaders will help provide historical information, access to legal descriptions, street maps/Sidwell 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).
- 4) Organize and conduct the Joint Review Board meeting.

Professional Services Agreement

- 5) Assist the Village in negotiating Redevelopment Agreements with potential Developers.
- 6) Prepare and send all Notices to taxing bodies, taxpayers, residences within 750 feet of proposed TIF District, and those individuals and entities on the Interested Parties Registry.
- 7) Prepare and arrange for all publications required of Village Clerk.
- 8) Conduct Public Hearing to review the proposed Amended TIF District with the public.
- 9) Draft all required ordinances (i.e., with Village Attorney's review) to amend the TIF District.

B. Administration of Amended Bellevue TIF District II:

- 1) **Commencement of Administration:** Commencing annually after the date of the Amendment of the Bellevue TIF District II TNJ and EDG will continue to provide administrative services as with fees and costs as set forth in the pre-existing Professional Services Agreement by and between The Village of Bellevue; Thomas N. Jacob & Associates; The Economic Development Group, Ltd.; and DCC, dated April 26, 2004 and as outlined in the *Part One, Section 3 (B) (3)* below.
- 2) **Terms of Agreement:** The same terms as provided in the pre-existing Professional Services Agreement by and between The Village of Bellevue and Thomas N. Jacob & Associates and The Economic Development Group, Ltd., dated April 26, 2004, shall apply except that the date of commencement of all services will begin effective with the completion of the Amendment.
- 3) **Annual Administrative Services:** The Administrative Services provided to Amend Bellevue TIF District II by TNJ and EDG include those services described in the list as set forth below. Annual Costs are set forth in *Part One, Section 3 (B) (6)*.

Professional Services Agreement

- a) Provide Village and Developer with on-call legal and consulting services on matters relating to the TIF District as needed.
- b) Consult with and coordinate administrative activities with Village's Engineer, Village Clerk, Mayor and other officials as required.
- c) Track and monitor the growth of annual Real Estate and Sales Tax Increments.
- d) Negotiate terms of TIF Reimbursements and prepare Redevelopment Agreements with Developers.
- e) Consult with Developers and their Accountants regarding TIF Redevelopment Agreements and Reimbursements.
- f) Communicate with Developers and the County Supervisor of Assessments to review improvements, paid tax bills and changes in Equalized Assessed Valuations.
- g) Advise Village on matters relating to Developer Reimbursements (e.g., verify paid property tax bills and eligible project costs, and advise the Village to make payments).
- h) Provide Village with a Requisition/Payment Approval process for all Developers.
- i) Advise Village on matters relating to payments to other taxing bodies under Intergovernmental Agreements.
- j) Prepare TIF District Annual Reports for submission to Village and other taxing districts.
- k) Provide legal opinion (TNJ) on matters relating to Annual Reports as required by the TIF Act.
- l) Prepare, certify, and electronically submit Annual TIF District Reports to the

Professional Services Agreement

Office of the Illinois Comptroller.

- m) Conduct Annual Joint Review Board Meetings as required by the TIF Act for the Village.
 - n) Provide Special Counsel Opinion (TNJ) on matters relating to the TIF District.
 - o) Prepare TIF Projections for Village and Developers.
 - p) Analyze potential use of TIF Revenue Bonds or Developer Notes and arrange for Bond Counsel when required by Village or Developer.
- 4) **Annual Administrative Fees - Attorney (TNJ) and EDG:** 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 TNJ in the Annual Administrative Fee. Other administrative functions will be provided by EDG. EDG will also provide financial feasibility reviews for new proposed private developments. TNJ will provide legal services required in the preparation of new Redevelopment Agreements and other legal documents and legal opinions.
- 5) **Calculation of Fees:** The fees hereunder are to be paid as follows: one-half ($\frac{1}{2}$) of the fees are to be paid by the Village and one-half ($\frac{1}{2}$) of the fees are to be paid by Westwood Hills, Inc..
- 6) **Annual Costs:** All Costs incurred by TNJ and EDG as part of the amendment and/or the administration of Amended Bellevue TIF District II shall be reimbursed pursuant to the terms of the pre-existing Professional Services Agreement for Bellevue TIF District II.
- 7) **Allocation of Professional Services:** The parties agree that TNJ, as an Attorney, 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 and is owned in whole or in part by him. He is also the principal owner of Thomas N. Jacob and Associates (TNJ). The Village is

Professional Services Agreement

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 Thomas N. Jacob. The legal duties and responsibilities required of him under this Agreement shall continue to be performed by TNJ. The total fees and costs to be paid hereunder, when billed by each of the separate entities, will not be duplicated and will not exceed the total fees and costs provided for herein.

- 8) To the extent possible, TNJ and EDG will attempt to include in Private Redevelopment Agreements provisions allocating a portion of the Annual Administrative Fees, other administrative fees and Annual Costs to those Private Developments on a pro-rata basis determined by the increment generated by those Developments which have Redevelopment Agreements.

§4. Time and Method of Payment; Fees to be Paid by the Developer on Behalf of the Village.

A. Amendment of Bellevue TIF District II:

- 1) The total Fees to be paid by the Developer (on behalf of the Village) and by the Village to TNJ and EDG for the amendment of the Bellevue TIF District II are twenty thousand dollars(\$20,000) and are to be paid as follows:
 - a) TNJ and EDG shall be paid \$2,500 by the Village and \$10,000 by Westwood Hills, Inc. for a total sum of **\$12,500** within 10 days after the execution of this Agreement;
 - b) Upon the completion of the Amended TIF Plan and presentation of the Plan to the Village Board to establish the Public Hearing date, TNJ and EDG shall be paid **\$2,500** by the Village.
 - c) The balance of the Fee of ~~\$2,500~~ ^{5,000} and Costs for establishing the TIF District shall be paid by the Village when the final Amended TIF Plan and Ordinances are presented to the Village Board for passage.
 - d) All fees and costs of establishing the District paid by the Developer shall be reimbursed by the Village to the Developer from the first increment generated by the Developer's Project.

SK. TNJ P. E. W

Professional Services Agreement

§5. Additional Services. TNJ may, in addition, be retained by the Village as its special attorney to perform other professional services outside the Scope of Duties 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. Any such representation shall be pursuant to a written agreement between the parties.

§6. Limitations on Professional Services. This Agreement does not include representation in any Court case resulting from the establishment of the District or Plan and Annual Administration 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.

Professional Services Agreement

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

THE VILLAGE OF BELLEVUE, an Illinois Municipal Corporation:

4719 Roseland Lane
Bellevue, Illinois 61604
Phone: (309) 787-8500
Fax: (309) 787-8536

By: *Ralph E. Wilson*
Mayor

Attest: *Carol S. Howard*
Village Clerk

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

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

By: *Thomas N. Jacob*
President

WESTWOOD HILLS, INC. (DEVELOPER), an Illinois Corporation:

123 East Ogden Ave.
Hinsdale, IL 60521-3564
Phone: (630) 655-0559
Fax: (630) 655-3920

By: *Edward J. [Signature]*
President

Attest: *[Signature]*
Secretary *Treasurer*

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

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

By: *[Signature]*
President