

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2022-17

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE
SECOND AMENDMENT TO THE
MAPLE PARK TAX INCREMENT FINANCING (TIF) DISTRICT
BY AND BETWEEN
JACOB AND KLEIN, LTD.
AND
THE ECONOMIC DEVELOPMENT GROUP, LTD.
AND
THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS**

**ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK,
KANE AND DEKALB COUNTIES, ILLINOIS**

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park,
Kane and DeKalb Counties, Illinois, this 16th day of August, 2022.

ORDINANCE NO. 2022-17

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
FOR THE SECOND AMENDMENT TO THE
MAPLE PARK TIF DISTRICT**

BY AND BETWEEN

**JACOB & KLEIN, LTD. AND THE ECONOMIC DEVELOPMENT GROUP, LTD.
AND THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS**

**BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS,
THAT:**

1. The Village of Maple Park, Kane and DeKalb Counties, Illinois (the "Village"), wishes to amend its TIF District pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. seq.* (the "Act").
2. The Village wishes 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 amending the **MAPLE PARK TIF DISTRICT**.
3. The Professional Services Agreement by and between Jacob & Klein, Ltd. and The Economic Development Group, Ltd., and the Village of Maple Park (*Exhibit A* attached) is hereby approved.
4. 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 Maple Park is hereby authorized and directed to attest such execution.
5. The Professional Services Agreement shall be effective on the date of its approval by the Village on the 16th day of August, 2022.
6. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.

PASSED, APPROVED AND ADOPTED this 16th day of August, 2022 by the Corporate Authorities of the Village of Maple Park, Kane and DeKalb Counties, Illinois pursuant to a roll call vote as follows:

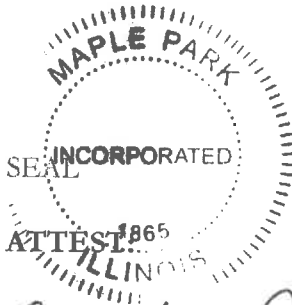
AYES: Groezinger, Peloso, Joy, Simon, Speare, Ward

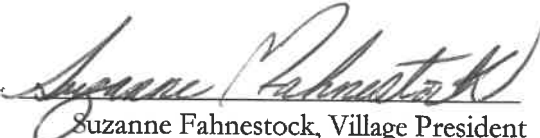
NAYS: None

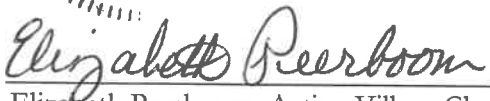
ABSENT: None

ABSTAIN/RECUSE: None

APPROVED 16th day of August, 2022.




Suzanne Fahnestock, Village President


Elizabeth Peerboom, Acting Village Clerk

ATTACHMENTS:

EXHIBIT A. Professional Services Agreement

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

for the

SECOND AMENDMENT TO THE MAPLE PARK TIF DISTRICT

by and between

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

and

THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS

**PROFESSIONAL SERVICES AGREEMENT
for the
SECOND AMENDMENT TO THE
MAPLE PARK TIF DISTRICT
by and between
JACOB & KLEIN, LTD. AND
THE ECONOMIC DEVELOPMENT GROUP, LTD.
and
THE VILLAGE OF MAPLE PARK, ILLINOIS**

THIS AGREEMENT is entered into this 16th day of August, 2022, by and between the **VILLAGE OF MAPLE PARK, ILLINOIS (“Village”)**; **JACOB & KLEIN, LTD.**, Bloomington, Illinois (**“J&K”**); and **THE ECONOMIC DEVELOPMENT GROUP, LTD.**, Bloomington, Illinois (**“EDG”**).

WHEREAS, the Village wishes to amend the existing **MAPLE PARK TIF DISTRICT** (the “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 J&K to render legal advice and EDG to render technical advice to assist the Village in amending (“Second Amendment”) the Maple Park 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, the Amendment to the TIF District Redevelopment Plan, Notices and Documentation (including those reports prepared by other professionals) necessary to complete the Second Amendment to the TIF District Redevelopment Project Area, Plan and Projects as required pursuant to State Statutes and as outlined below in *Section 2, Scope of Professional Services*.
- 1.1. 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 Developer and EDG. EDG is a separate corporate entity owned in whole or in part by Herbert J. Klein. Herbert J. Klein is also the principal owner of Jacob & Klein, Ltd. (J&K). The Village is entering into

Professional Services Agreement

this Agreement voluntarily with informed consent after the opportunity to consult with independent counsel as to the ownership of both entities by Herbert J. Klein.

- 1.1-1. 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.
 - A. Legal services provided by J&K with regard 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.
 - B. This Agreement does not include representation in any Court case resulting from the establishment of, or 1st Amendment to, the TIF District Redevelopment Plan, Area or Projects or the Annual Administration of the TIF District.
- 1.2. 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.
- 1.3. 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 Amending 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.
- 1.4. 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.

Professional Services Agreement

§2. Scope of Professional Services.

2.1. Amendment of the TIF District.

- 2.1-1. **Services.** J&K and EDG will provide services as outlined in ***Exhibit 1*** to Amend the TIF District.
- 2.1-2. **Term.** This Professional Services Agreement for the Second Amendment to the TIF District shall commence immediately and shall continue until the presentation of the Second Amendment to the TIF District Redevelopment Plan and appropriate ordinances to the Village Board for the Amendment of the District.
- 2.1-3. **Payment of Fees and Reimbursable Costs.** The total Professional Fees to be paid to J&K and EDG for the Amendment of the TIF District are **Eighteen Thousand Dollars (\$18,000.00)** plus all Reimbursable Costs incurred in the Amendment of the TIF District, and are to be paid by the Village as follows:
- A. J&K and EDG shall be paid a total sum of **Six Thousand Dollars (\$6,000.00)** upon execution of this Agreement; and
 - B. J&K and EDG shall be paid an additional total sum of **Six Thousand Dollars (\$6,000.00)** and Costs incurred up to the date of delivery of the Second Amendment to the TIF Redevelopment Plan to the Village; and
 - C. The balance of the Fee, **Six Thousand Dollars (\$6,000.00)**, and remaining Costs for the Amendment of the TIF District shall be paid when the Second Amendment to the TIF Redevelopment Plan and final Ordinances are presented to the Village Board for passage; and
 - D. All Reimbursable Costs incurred by J&K and EDG as part of the Amendment 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.

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 of Steven Kline (EDG)

Professional Services Agreement

while performing said Professional Services described in **Exhibit 1** subject to the following conditions:

- (i) All travel will be reimbursed for mileage at the maximum rate permitted by Internal Revenue Service Rules and Regulations at the time of service.
- (ii) All other costs which are incidental to the Amendment 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.

E. The Village understands and acknowledges that J&K and EDG will rely on the work of other professionals, including the Village's Engineers and Attorney, to prepare reports and documentation needed for the Amendment to the TIF District Redevelopment Plan, Projects and Reports and other necessary documents; and that J&K and EDG shall rely on their professional expertise to prepare the Amendment to the TIF District Redevelopment Plan and present material and information necessary to the Amendment of the TIF District. The Village further understands that it may directly incur additional fees and costs for the Amendment of the TIF District which result from the involvement of other (i.e., non-J&K/EDG) professionals.

- §3. **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.
- §4. **Entire Agreement.** The Terms and conditions set forth in this Agreement supercede all prior oral and written understanding and constitute the entire Agreement between the Parties with respect to the subject matter hereof.
- §5. **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.
- §6. **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:

Professional Services Agreement

The Village of Maple Park

c/o Village Clerk
Village Hall
302 Willow Street, P.O. Box 220
Maple Park, IL 60151

**Jacob & Klein, Ltd. and
The Economic Development Group, Ltd.**

1701 Clearwater Avenue
Bloomington, Illinois 61704
Ph: (309) 664-7777

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.

§7. Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

§8. 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.

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Professional Services Agreement

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 MAPLE PARK, an Illinois Municipal Corporation:

Village Hall
302 Willow Street, P.O. Box 220
Maple Park, IL 60151
Phone: (815) 827-3309

By: *Suzanne Fahnestock*
Suzanne Fahnestock, Village President

Attest: *Elizabeth Peerboom*
Elizabeth Peerboom, Acting Village Clerk



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

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

By: *Herbert J. G.*
President

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

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

By: *Sharon H. Dine*
President

EXHIBIT 1

SECOND AMENDMENT TO MAPLE PARK TIF DISTRICT

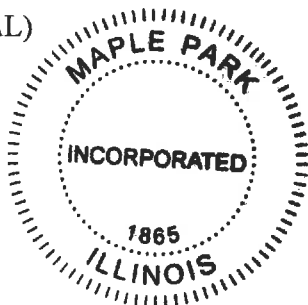
Services to be provided to the Village by J&K and EDG relating to the **Second Amendment to THE Maple Park TIF District** are set forth as follows:

1. Create estimated TIF District Amendment Time Line.
2. Work with local elected officials, Village staff and engineers to define the Amended Redevelopment Project Area (TIF District Boundary).
3. Evaluate the statutory and financial feasibility of amending the TIF District.
4. Consult on any necessary Annexation Agreement(s) with the Village and Village Attorney.
5. Create an Amendment to the TIF District Redevelopment Plan. EDG will collect a variety of information from the Village and, with J&K, draft the Amendment to the TIF Redevelopment Plan. Local officials will 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 and other Village records as necessary to amend the TIF District.
6. Organize and conduct a Public Meeting, the Joint Review Board Meeting and a Public Hearing.
7. Analyze the potential impact on taxing districts and prepare any necessary Intergovernmental Agreements, if required.
8. Assist the Village to negotiate Predevelopment and/or Redevelopment Agreements with potential Developers.
9. Prepare and send all Notices to taxing bodies, taxpayers, residents, residences within 750 feet of amended TIF District, and Interested Parties.
10. Prepare and arrange for the Village Clerk all publications required of the Village.
11. Draft and present to the Village all required Ordinances to amend the TIF District.

STATE OF ILLINOIS)
)
) SS
COUNTIES OF DEKALB AND KANE)

I further certify that on the 16th day of August, 2022, the Board of Trustees of the Village of Maple Park passed and approved **ORDINANCE 2022-17 APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE SECOND AMENDMENT TO THE MAPLE PARK TIF DISTRICT BY AND BETTWEEN JACOB AND KLEIN, LTD. AND THE ECONOMIC DEVELOPMENT GROUP, LTD. AND THE VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES, ILLINOIS.**

(SEAL)



Elizabeth Peerboon

Elizabeth Peerboom, Acting Village Clerk