

CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS

ORDINANCE NO. 393

AN ORDINANCE APPROVING CONTRACT WITH ECONOMIC DEVELOPMENT CONSULTANT

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 20TH DAY OF MAY, 1991

PRESENTED: MAY 20TH, 1991

PASSED: MAY 20TH, 1991

APPROVED: MAY 20TH, 1991

RECORDED: MAY 20TH, 1991

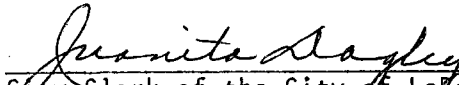
PUBLISHED: MAY 20TH, 1991

In Pamphlet Form/In Newspaper

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.



City Clerk of the City of LeRoy,
McLean County, Illinois

(SEAL)

Dated: MAY 20TH, 1991

ORDINANCE APPROVING CONTRACT
WITH ECONOMIC DEVELOPMENT CONSULTANT

ORDINANCE NO. 393

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation find it is necessary for and in the best interests of the City to retain the services of an economic development consultant, and

WHEREAS, in so doing it will be necessary to expend funds from time to time in payment for such consultant services,

NOW, THEREFORE, be it ordained by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled as follows:

Section 1. That the contract attached hereto is that certain contract agreed between the City of LeRoy and Robert Vancil beginning May 1, 1988, and continuing to May 1, 1990, the same having been extended for an additional year beginning May 1, 1990, and ending April 30, 1991, is identified as Exhibit "A" and incorporated herein by reference, and is hereby extended for one additional year, being effective from May 1, 1991, thru April 30, 1992, with amendments or modifications as set forth hereinafter in this ordinance. It is understood that the 24 equal installment payments provided for in the aforesaid contract are changed to 12 equal installment payments, the same as was done in the preceding year of extension (May 1, 1990, thru April 30, 1991), said payments and services to begin May 1, 1991, and continue thru April 30, 1992.

Section 2. The contract set forth in Exhibit "A" is hereby amended by addition of new Section 3A., said provision being deemed placed in order after the existing paragraph 3 and previous to the existing paragraph 4, said new paragraph to be in words as follows:

"VANCIL hereby agrees to neither charge any fee or other commission or charge nor to accept any fee, commission, charge, or other compensation to any party or from any party entering into, or negotiating to enter into a contract with the city under any development arrangement, whether within or outside of any tax increment finance district, when the City of LeRoy shall be a party to said contract, unless such fee or other compensation charged by or paid by Vancil shall be with the consent of the City Council. This provision shall not relate to the fee arrangement already agreed by the City Council in regard to LeRoy Tax Increment Financing District II, or RFMS."

Section 3. The contract set forth in Exhibit "A" is hereby further amended by addition of new paragraph 7, said provision being deemed in replacement of paragraph 7 of Exhibit "A" as attached hereto, said new paragraph 7 to be in words as follows:

"VANCIL shall report directly to the Economic Development Committee, the Finance Committee, or to the Mayor and City Council of the City of

LeRoy, from time to time, as he may be directed by the Mayor and City Council of the City of LeRoy, or as may otherwise be appropriate."

Section 4. The contract as set forth in Exhibit "A" attached hereto, as hereby amended and extended, shall be deemed accepted by ROBERT VANCIL upon written agreement submitted by him indicating such acceptance and submitted to the City Clerk.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

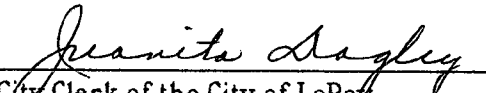
PASSED by the City Council of the City of LeRoy, Illinois, on the 20TH day of MAY, 1991, and deposited and filed in the office of the City Clerk in said City on that date.

ALDERMEN ELECTED 6

ALDERMEN PRESENT 6

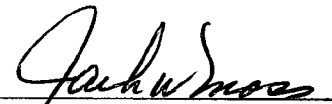
AYES GARY BUILTA, RANDY ZIMMERMAN, ROBERT D. JOHNSON, JERRY DAVIS
WILLIAM SWINDLE

NAYS DAVE SPRATT



City Clerk of the City of LeRoy,
McLean County, Illinois

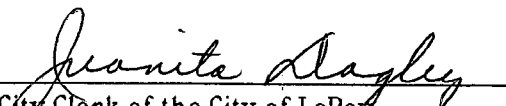
APPROVED by the Mayor of the City of LeRoy, Illinois, this 20TH day of MAY, 1991.



Mayor of the City of LeRoy
McLean County, Illinois

ATTEST:

(SEAL)



City Clerk of the City of LeRoy,
McLean County, Illinois

AGREEMENT FOR SERVICES

between

The City of LeRoy

and

Vancil and Associates

WHEREAS, in furtherance of its governmental purpose to provide for the general welfare of its residents, the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, hereinafter referred to as "CITY," through its Mayor and City Council, finds that controlled economic growth and development is necessary to expand the tax base of CITY, provide additional employment and improve the overall quality of life through encouragement and establishment of commercial and industrial enterprises within CITY; and

WHEREAS, in order to accomplish this goal, it is appropriate that CITY secure the services, knowledge and special skills of one or more individuals who have expertise in the field of procuring and assisting economic development,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, it is agreed by and between CITY and ROBERT VANCIL, hereinafter referred to as "VANCIL," as follows:

1. CITY hereby retains and engages VANCIL as an economic development consultant for the purpose of expanding economic growth and development in the City of LeRoy, Illinois.
2. VANCIL has advised CITY that he has the requisite knowledge and special skills to claim expertise in the field of procuring and assisting economic development, and that VANCIL has the capabilities and experience to assist the CITY in furthering its goal of obtaining economic development above and beyond that which has already occurred within CITY.
3. CITY will pay VANCIL the sum of Twelve Thousand Dollars (\$12,000.00) for his services, such services to be performed in accordance with the requirement set forth in this agreement. Compensation to VANCIL will be paid in twenty-four (24) equal installments of Five Hundred Dollars (\$500.00) each. The first installment is to be paid upon the expiration of the previous contract existing between CITY and VANCIL and installments shall

continue until the full amount of Twelve Thousand Dollars (\$12,000.00) has been paid. To the extent that this agreement is entered into subsequent to the expiration of the previously-existing contract between the parties, any payments not made from the expiration of the first contract to the inception date of this contract shall be paid in a lump sum, one installment for each month that has passed from the expiration of the previous contract to the inception of this contract. It is the intention of the parties that the twenty-four (24) month period during which VANCIL's services are intended to be provided to the CITY, under the provisions of this contract, shall begin or shall have been determined to have begun May 1, 1988.

4. VANCIL shall provide the following services:

A. VANCIL shall work with the economic development committee and its various sub-committees in the City of LeRoy in marketing the tax increment financing redevelopment districts. He shall:

1. Provide the technical service, knowledge and experience necessary to assist in the realistic organization of the human and physical resources of the community towards the improvement of the economic base.

a. And shall make a thorough investigation of a complete, unbiased citizen's appraisal of the community's assets and deficiencies;

b. And shall make recommendations to the economic development committee of the City of LeRoy suitable for correcting any such deficiencies;

c. And shall recommend ways to maximize the economic development of the assets and potential of the community and CITY.

2. Advise as to location of new industry.

a. In order to assist the community and CITY in locating new businesses and industry to the benefit of the CITY and the business alike;

b. To assist in a thorough investigation of the value of the business economically to the CITY, and of the appropriateness of the locating of such new business in the community.

5. To insure the continuing growth of the tax increment financing redevelopment areas VANCIL will develop and implement a marketing program in coordination with the City Council and economic development committee of the CITY, and will insure compliance with Illinois statutes

(especially Public Act 84-1090) in continuing with the plan and in administering the funds generated by the tax increment financing districts as paid from time to time to the City Treasurer and deposited into the special tax allocation fund, respectively, of each tax increment financing district. Furthermore, VANCIL will provide all necessary information from time to time to the Department of Revenue of the State of Illinois and to the Department of Commerce and Community Affairs of the State of Illinois in order to obtain the annual recertification of each tax increment financing district to the fullest extent necessary to continue said certification until the termination of the existence of the particular district.

6. To insure compliance with the Illinois statutes (especially Public Act 84-1090) VANCIL shall assist CITY in developing the plan relating to each tax increment financing district that the CITY may have in force from time to time, and in administering the funds generated by each such tax increment financing district as may be paid to the City Treasurer and deposited to the special tax allocation fund for each district.

7. VANCIL shall report directly to the economic development committee of the City of LeRoy, which, in turn, shall report to the Mayor and City Council of the City of LeRoy from time to time as appropriate.

8. CITY will review the performance of VANCIL every six (6) months, to assure that the terms of this contract have been met in full. In the event that the terms of the contract are deemed not to have been fulfilled by CITY upon such review, a majority vote of the City Council will render the contract null and void and shall terminate any further requirement for installment payments other than to pay any payments otherwise in arrears, upon fifteen (15) days' notice to VANCIL, with the final installment being due under this contract with that being next due after the end of the six-month period.

9. This contract is not to be construed by CITY or by VANCIL as an exclusive contract as to either party as it is VANCIL's business to be retained from time to time by other municipalities and similar clients in the business of assisting in economic development, and as it is the CITY's desire to obtain maximum benefit from economic development consulting services as may be available from time to time. However, it is the expectation of CITY that VANCIL will provide regular reports, in person, to the City Council and shall utilize his best efforts in obtaining relocation of businesses to CITY or the nearby community and the location of new businesses within the CITY or surrounding community, for the benefit of CITY and its residents.

10. VANCIL shall meet with the economic development committee of the City of LeRoy, quarterly, and more often when requested, to inform said committee of recent developments and progress made by him and of any pending projects. VANCIL shall meet with and report to the City Council on a monthly basis.

Date: August 1, 1988

City of LeRoy

Jack W. Moss
Jack W. Moss, Mayor of the City of
LeRoy, Illinois

Robert Vancil
Robert Vancil

ATTEST

(seal)

Juanita Dagley
Juanita Dagley, Clerk of the City of
LeRoy, Illinois

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, McLean County, Illinois.

I further certify that on MAY 20TH, 1991, the Corporate Authorities of such municipality passed and approved Ordinance No. 393, entitled:

AN ORDINANCE APPROVING CONTRACT WITH ECONOMIC DEVELOPMENT CONSULTANT,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 393, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on MAY 20TH, 1991, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois, this 20TH day of MAY, 1991.

(seal)

Juanita Dagley
Municipal Clerk

