

VILLAGE OF GREENUP, ILLINOIS

ORDINANCE NO. 758

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT
FOR THE ESTABLISHMENT AND ANNUAL ADMINISTRATION OF
GREENUP BUSINESS DEVELOPMENT DISTRICT NO. 1**

by and between

THE VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

**PASSED BY THE VILLAGE BOARD OF TRUSTEES
OF THE VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS,
ON THE 1ST DAY OF DECEMBER, 2025.**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE BOARD OF TRUSTEES OF
THE VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS,
THIS 1ST DAY OF DECEMBER, 2025.**

EFFECTIVE: DECEMBER 1, 2025

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VILLAGE OF GREENUP, ILLINOIS

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

for the

**ESTABLISHMENT AND ANNUAL ADMINISTRATION OF
GREENUP BUSINESS DEVELOPMENT DISTRICT NO. 1**

by and between

THE VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

**ADOPTED BY THE MAYOR AND VILLAGE BOARD
OF THE VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS,
ON THE 1st DAY OF DECEMBER, 2025.**

ORDINANCE NO. 758

**VILLAGE OF GREENUP, ILLINOIS
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
for the
ESTABLISHMENT AND ANNUAL ADMINISTRATION OF
GREENUP BUSINESS DEVELOPMENT DISTRICT NO. 1
by and between
THE VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.**

PREAMBLE

WHEREAS, the Village of Greenup, Cumberland County, Illinois, an Illinois Municipal Corporation (the "Village") wishes to establish a Business Development District pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et. seq.*, the "Act") in order to attract new retail businesses to the Village, provide for the retention and expansion of existing retail businesses located in the Village, and make public infrastructure improvements in support of such businesses; 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 establishing and administering the Greenup Business Development District No. 1 (the "BDD" or "BDD No. 1").

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS THAT:

1. The Professional Services Agreement by and between the Village of Greenup, Jacob & Klein, Ltd. and The Economic Development Group, Ltd. (*Exhibit A* attached) is hereby approved.
2. The Mayor 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 Greenup 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 1st day of December, 2025.
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 Mayor and Trustees of the Village of Greenup, Cumberland County, Illinois, this 1st day of December, 2025.

| CORPORATE AUTHORITIES | AYES | NAYS | ABSTAIN | ABSENT |
|--------------------------|----------|----------|---------|----------|
| Alene Blade | X | | | |
| Josh Kingery | X | | | |
| Max McCullough | X | | | |
| Sherry Parker | | X | | |
| Tony Wright | | X | | |
| Paul D. Marti | | | | X |
| Thomas A. Bauguss, Mayor | | | | |
| TOTALS: | 3 | 2 | | 1 |

APPROVE:

Thomas A. Bauguss Date: 12 / 8 / 2025
Thomas A. Bauguss, Mayor

ATTEST:

Jill Kimble Date: 12 / 8 / 2025
Jill Kimble, Village Clerk

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

EXHIBIT A

**Professional Services Agreement
by and between the
Village of Greenup, Cumberland County, Illinois
and
Jacob & Klein, Ltd.
and
The Economic Development Group, Ltd.**

PROFESSIONAL SERVICES AGREEMENT

for the

**ESTABLISHMENT AND ANNUAL ADMINISTRATION OF
GREENUP BUSINESS DEVELOPMENT DISTRICT NO. 1**

by and between the

VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS

and

JACOB & KLEIN, LTD.

and

THE ECONOMIC DEVELOPMENT GROUP, LTD.

DECEMBER 1, 2025

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
for the
ESTABLISHMENT AND ANNUAL ADMINISTRATION OF
GREENUP BUSINESS DEVELOPMENT DISTRICT NO. 1
by and between the
VILLAGE OF GREENUP, CUMBERLAND COUNTY, ILLINOIS
and
JACOB & KLEIN, LTD.
and
THE ECONOMIC DEVELOPMENT GROUP, LTD.

THIS AGREEMENT is entered into this 1st day of December, 2025, by and between the **VILLAGE OF GREENUP, 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, the Village of Greenup, Cumberland County, Illinois (the "Village") wishes to establish a Business Development District pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et. seq.*, the "Act") in order to attract new retail businesses to the Village, provide for the retention and expansion of existing retail businesses located in the Village, and make public infrastructure improvements in support of such businesses; 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 establishing and annually administering the **Greenup Business Development District No. 1** (the "BDD" or "Greenup BDD No. 1"); and

WHEREAS, the Parties acknowledge that for scheduling and cost-containment purposes, this Agreement shall be null and void unless approved and executed on or before December 31, 2025.

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 BDD Redevelopment Plan, Notices and Documentation (including those reports prepared by other professionals) necessary to complete the Establishment and the Annual Administration of the BDD Plan, Area and Projects as required pursuant to State Statutes and as outlined in *Exhibit 1. Professional Services Relating to the Establishment of the BDD* and *Exhibit 2. Professional Services Relating to the Annual Administration of the BDD*.
 - 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 that is owned by Herbert J. Klein. Mr. Klein is also the owner of Jacob & Klein, Ltd. (J&K). The Village is entering into this

Professional Services Agreement

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 BDD, 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 BDD 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 BDD Redevelopment Plan, Area or Projects or the Annual Administration of the BDD.
- 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 the Act, all Professional Fees and related Costs incurred by the Village for Establishing, Amending, and Annually Administering the BDD are BDD eligible project costs and are fully reimbursable to the Village from the BDD sales tax revenues generated by the BDD.
- 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 BDD Redevelopment Project Area or the Area as may be amended in the future.

2. Establishment of the BDD.

- a. **Services.** J&K and EDG will provide services as outlined in *Exhibit 1* to Establish the BDD.
- b. **Term.** This Professional Services Agreement for the establishment the BDD shall commence immediately and shall continue until the presentation of the initial BDD Redevelopment Plan and appropriate ordinances to the Village Board for the

Professional Services Agreement

establishment of the BDD Redevelopment Plan, Area and Projects. It is anticipated that the BDD as depicted in *Exhibit 1* attached hereto will be established on or before April 1, 2026, barring unexpected complications.

- c. **Payment of Fees and Reimbursable Costs.** The total Base Professional Fee to be paid to J&K and EDG for the establishment of the BDD shall be **Thirty-One Thousand Five Hundred and 00/100 Dollars (\$31,500.00)**, plus Reimbursable Costs, and are to be paid by the Village as follows:
- i. J&K and EDG shall be paid a total sum of **Fifteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$15,750.00)** within ten (10) days upon execution of this Agreement.
 - ii. The balance of the Fee in the amount of **Fifteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$15,750.00)**, and Reimbursable Costs to date shall be paid when the final Ordinances for the establishment of the BDD are presented to the Village Board for passage.
 - iii. All Reimbursable Costs incurred by J&K and EDG as part of the establishment and first amendment of the BDD 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 Nic Nelson or Herb Klein (J&K), or the time of Steven Kline (EDG) while performing said Professional Services described in *Exhibit 1* 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 establishment of the BDD, 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.
 2. The total Reimbursable Costs incurred by J&K and EDG as part of the Establishment of the BDD (other than costs of mailings and publications) shall not exceed **Three Thousand and 00/100 Dollars (\$3,000.00)** without consent of the Village in advance of such additional services being performed.
 - iv. 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 BDD Redevelopment Plan, Projects and Reports and other necessary documents; and that J&K and EDG shall rely on their professional expertise to prepare the BDD Redevelopment Plan and present material and information necessary

Professional Services Agreement

to the establishment and first amendment of the District. The Village further understands that it may directly incur additional fees and costs for the establishment of the BDD which result from the involvement of other (i.e., non J&K/EDG) professionals; and that such additional fees and costs incurred by the Village for the establishment of the BDD, if any, may pursuant to the Act be reimbursed from future BDD revenues received by the Village.

3. **Annual Administration of the BDD.**

- a. **Services.** J&K and EDG will provide services as outlined in *Exhibit 2* to annually administer the BDD.
 - i. On an annual basis, all of the legal reviews of documents and matters relating to the statutory compliance of public and private development activities occurring within the BDD 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 newly 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. 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 for the Village of Greenup BDD No. 1 shall be for one (1) year and shall commence upon the establishment of the BDD. Thereafter, this Agreement shall automatically renew at the end of each year during the life of the BDD as a roll-over, for a new period of one (1) year, absent notice of non-renewal as provided herein. 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 ninety (90) days prior to the end of each contract period. Upon receiving written notice of non-renewal, J&K and EDG are to provide the Village with 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 BDD shall be an annual fee of **Three-Thousand Six-Hundred Fifty and 00/100 Dollars (\$3,650.00)**. This Annual Fee shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using 2026 as the base year.
 - ii. There shall be an additional Annual Administrative Fee of **Seven Hundred Fifty and 00/100 Dollars (\$750.00)** plus the annual increase in the Consumer Price Index using 2026 as the base year for each multi-year, *pay-as-you-go* BDD

Professional Services Agreement

Redevelopment Agreement the Village approves for any projects located within the BDD Area and for which the total cumulative BDD eligible project costs estimated to be reimbursed per the terms of said BDD Redevelopment Agreement amount to \$10,000 or more.

1. If said additional Annual Administrative Fee for each BDD Redevelopment Agreement includes incentives relating to an active Greenup TIF 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 TIF District.
- iii. In addition to the Annual Administrative Fee, all Reimbursable Costs incurred by J&K and EDG as part of the Annual Administration of the BDD 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 Herb Klein or Nic Nelson (J&K), or that of Steven Kline (EDG) and Gwen Crawford (EDG) while performing said Professional Services described in *Exhibit 2* 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 BDD, 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.
 2. The total Reimbursable Costs incurred by J&K and EDG as part of the Annual Administration of the BDD (other than costs of mailings and publications) shall not exceed **One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)** without consent of the Village in advance of such additional services being performed.
- iv. 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 |
| July, August, September | October |
| October, November, December | December |

Professional Services Agreement

- v. Annual Administrative Fees shall be adjusted annually for the *Consumer Price Index - All Urban Consumers IL-IN-WI*, using 2026 as the base year and prorated in equal installments for the purposes of determining quarterly billings.
 - d. The Village understands that J&K and EDG shall rely on the work of others, including the Mayor, Village Clerk, Village Treasurer, Village Engineer, Village Auditor and Village Attorney; the Cumberland 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 BDD. The Village further understands that it may directly incur additional fees and costs for the Annual Administration of the BDD which result from the involvement of other (non-J&K/EDG) professionals.
 - e. 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 and Annual Costs to those Private Developments on a *pro-rata* basis determined by the increment generated by those Developments which have Redevelopment Agreements within the BDD.
- 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 left blank.)

Professional Services Agreement

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 Greenup
% Village Clerk
115 E. Cumberland St.
Greenup, IL 62428
Ph: (217) 923-3401

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 Cumberland 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 GREENUP, an Illinois
Municipal Corporation:

By: Thomas A. Bauguss
Thomas A. Bauguss, Mayor

Attest: Jill Kimball
Jill Kimball, Village Clerk
Kimble

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

By: Herbert J. Klein
Herbert J. Klein, President

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

By: Steven E. Kline
Steven E. Kline, President

ATTACHMENTS:

EXHIBIT 1. PROFESSIONAL SERVICES FOR THE ESTABLISHMENT OF THE BDD; and

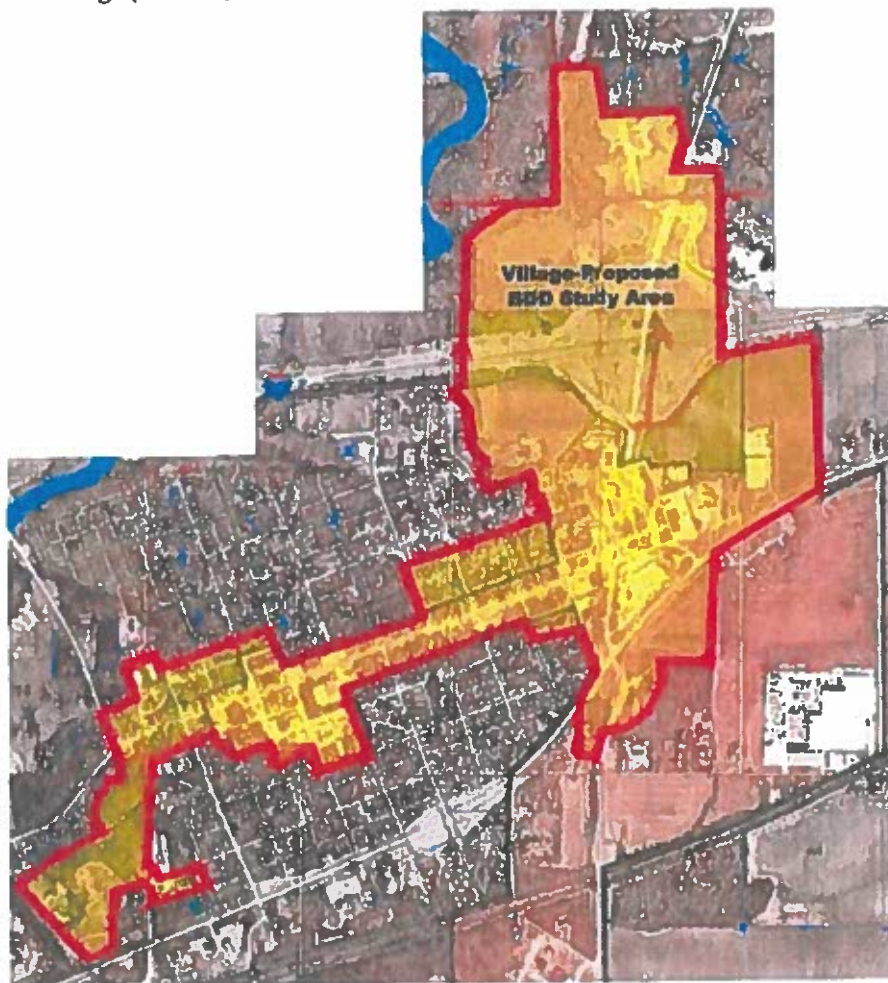
EXHIBIT 2. PROFESSIONAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE BDD.

EXHIBIT 1

PROFESSIONAL SERVICES FOR THE ESTABLISHMENT OF THE BDD

Services to be provided to the Village by J&K and EDG relating to the Establishment of the BDD are set forth as follows:

1. J&K shall provide Village with legal advice regarding the establishment of the BDD on an on-call, as needed basis; and EDG shall provide Village with technical consulting regarding the establishment of the BDD on an on-call, as needed basis.
2. Create an estimated schedule and timeline for completing the required procedure to establish the BDD.
3. Work with local elected officials, Village staff and engineers to define the Redevelopment Project Area (BDD Boundary). The anticipated study boundary for the BDD as sketched by the Village (7-3-2025) is as follows:



Professional Services Agreement

4. Consult on any necessary Annexation Agreement(s) with Village Attorney and Private Developer(s), if any.
5. Prepare all required studies and reports to establish the BDD, the scope of which will include field surveys and studies in sufficient detail for the Village to:
 - a. Make a formal finding that the business district is a 'blighted area' as that term is defined by the Act; and
 - b. Make a formal finding that the business district *on the whole* has not been subject to growth and development through investment by private enterprises or would not reasonably be anticipated to be developed or redeveloped without the adoption of the business district development or redevelopment plan.
6. Assist the Village with the preparation of a Business District Development and Redevelopment Plan (the "Plan") which sets forth the following:
 - a. A specific description of the proposed boundaries of the district, including a map illustrating the boundaries, and each address in the business district in such a way that the Department of Revenue can determine by its address whether a business is located in the business district.
 - b. A general description of each project proposed to be undertaken over the life of the business district that is to be located within the business district, including a description of the approximate location of each project.
 - c. The name of the proposed business district.
 - d. The estimated business district project costs.
 - e. The anticipated source of funds to pay business district project costs.
 - f. The anticipated type(s) and terms of any obligations that could be issued.
 - g. The rate of any tax to be imposed pursuant to the Act and the period of time for which the tax shall be imposed.
7. Prepare and present to the Village the required Ordinances or Resolutions for designating the BDD and approving the BDD Redevelopment Plan.
8. Assist the Village with preparing requisite publications and notices as well as conduct and moderate a Public Hearing, for which Notice is published in a newspaper of general circulation within the Village.
9. Assist the Village with negotiating Private Redevelopment Agreements with potential Developers.
10. Assist the Village with the timely filing of the initial BDD establishment documentation with the Illinois Department of Revenue.

EXHIBIT 2

PROFESSIONAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE BDD

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

1. Provide the Village with on-call legal and consulting services on matters relating to the BDD as needed.
2. Consult with and coordinate administrative activities with Village's Administrator, Village Clerk, Village Engineer, CPA, Mayor and other officials as required.
3. Provide to the Illinois Department of Revenue the boundary of the Business District and a list of each address located within the Business District in such a way that the Department of Revenue can determine by its address whether a business is located in the Business District.
4. Assist the Village in establishing the Special Business District Tax Allocation Fund.
5. On behalf of the Village, negotiate terms of BDD Reimbursements and prepare Redevelopment Agreements with Developers.
6. Consult with Developers regarding BDD Redevelopment Agreements and Reimbursements.
7. Advise Village on matters relating to Developer Reimbursements (e.g., verify eligible project costs, and advise the municipality to make payments).
8. Consult with Village officials regarding the use of BDD Funds for public projects contained in the Plan and establish a Requisition Program to approve BDD Project Costs.
9. Analyze the potential use of Business Development District Revenue Bonds, Developer Notes and other financing alternatives. Arrange for Bond Counsel when required by the Village. All professional services related to the issuance of specific Bonds or obligations will be additional, subject to separate agreements and billed at the then applicable rates. EDG may be designated as the Village's Municipal Advisor pursuant to a separate agreement.
10. Assist the Village with administering the Business Development District Plan and remaining in compliance with the Act.


(The remainder of this page is intentionally blank.)

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE VILLAGE CLERK FOR THE VILLAGE OF GREENUP, ILLINOIS, AND THAT THE VILLAGE BOARD AT A REGULARLY CONSTITUTED MEETING OF SAID BOARD OF TRUSTEES OF THE VILLAGE OF GREENUP ON THE 1ST DAY OF DECEMBER, 2025, ADOPTED ORDINANCE NO. 758, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 1ST DAY OF DECEMBER, 2025.

(SEAL)


JILL KIMBALL Kimble
VILLAGE CLERK