

MEMORANDUM

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

TO: Thomas Thomas, City Manager

SUBJECT: Special Council for TIF & related matters

DATE: 11/28/2012

The City of Rock Island is undertaking a number of very exciting projects which require specialized legal knowledge creating the need to bring in Brian Baugh, Storino, Ramello & Durkin associates. Mr. Baugh will be tasked with legal matters regarding the creation of a new TIF supporting the Locks project, 11th Street redevelopment (Walmart) and other related TIF and development matters. Impacted TIF's include: Downtown TIF, North 11th Street TIF, South 11th Street TIF and the creation of two or more new TIF's to support specific projects. This is necessary as TIF and development law is very specialized.

Recommendation:

Council Authorize entering into an agreement with Storino, Ramello & Durkin to perform legal work related to TIF supported development projects; authorize the City Manager to execute the contract documents.

Submitted by: Jeffery A. Eder, Community and Economic Development Director

Approved: Thomas Thomas, City Manager

LAW OFFICES

STORINO, RAMELLO & DURKIN

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November 21, 2012

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OF COUNSEL

IN REPLY REFER TO FILE NO.

Mr. Jeffrey Eder
Director of Community and Economic Development
1528 Third Avenue
Rock Island, Illinois 61201

**RE: PROPOSED TAX INCREMENT FINANCING DISTRICTS AND
RELATED MATTERS**

Dear Jeff:

Thank you for the opportunity to represent and assist the City of Rock Island with its current and future tax increment financing districts. This letter shall confirm the basis of our representation of those interests.

While I will have primary responsibility for this matter, other attorneys in our firm may assist us in the representation of the City. As the situation merits, we would assign those attorneys or legal assistants as are appropriate and economical.

Our custom is to invoice clients monthly for the services rendered and costs advanced during the prior month. Each attorney and legal assistant in our firm is assigned an hourly rate that is appropriate for his or her services. For this matter, partners and associates shall be assigned an hourly rate of \$175.00, and paralegals are currently assigned an hourly rate of \$65.00.

Expenses will be listed separately on our monthly bills. However, if we foresee that expenses on a matter may be substantive, we will request that the client fund them in advance or pay them directly to the third-party service provider. The client must pay the monthly bills within thirty days of billing, unless we agree otherwise in writing. If a client is unable to pay a bill on time, we request that they call us to work out payment alternatives.

STORINO, RAMELLO & DURKIN

Mr. Jeffrey Eder
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We would appreciate your acknowledgment of these terms and conditions of our representation by your signing on the signature line on the enclosed duplicate copy of this letter and returning it to us.

Because this letter pertains to a confidential relationship, the contents of this letter should not be inappropriately disclosed.

Thank you again for the opportunity to represent the City of Rock Island.

Sincerely,

STORINO, RAMELLO & DURKIN

A handwritten signature in cursive script, reading "Brian W. Baugh", followed by a horizontal line extending to the right.

Brian W. Baugh

The City of Rock Island does hereby retain the firm of Storino, Ramello & Durkin to perform legal services for the above-described matter on behalf of the City. I have read and fully understand this letter and confirm and agree to the terms and conditions stated therein as of this ____ day of _____, 2012.

Thomas Thomas
City Manager