

**AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH PECKHAM, GUYTON, ALBERTS & VIETS, INC. TO ESTABLISH A TIF DISTRICT FOR THE SYCAMORE ROAD REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$19,000.**

**WHEREAS**, the City of DeKalb wishes establish a Tax Increment Finance (TIF) District in an area identified as the Sycamore Road Redevelopment Project Area; now,

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb Illinois as follows:

**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to execute a Professional Services Agreement with Peckham, Guyton, Albers & Viets, Inc. to undertake an eligibility study to determine if all or a portion of the Project Area is eligible under the applicable provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74,4-1 et seq., subject to any changes acceptable to the Mayor with the advice of the City Manager, in an amount not to exceed nineteen thousand dollars (\$19,000.00), a copy of which is attached hereto and made a part hereof as Exhibit "A."

**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a regular meeting thereof held on the 28<sup>th</sup> day of January, 2013 and approved by me as Mayor on the same day. Roll call vote 8-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O'Leary, Povlsen.

**ATTEST:**

  
\_\_\_\_\_  
DIANE K, WRIGHT, City Clerk

  
\_\_\_\_\_  
KRIS POVLSEN, Mayor



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF DEKALB, ILLINOIS AND PECKHAM GUYTON ALBERS & VIETS, INC.  
(Proposed Sycamore Road TIF District)**

THIS AGREEMENT is entered into on the date and by execution shown hereafter, by and between the City of DeKalb, Illinois (hereinafter referred to as the "City") and Peckham Guyton Albers & Viets, Inc., (hereinafter referred to as "PGAV").

**WITNESSETH:**

**Whereas**, the City is interested in development and improvement of areas within the City utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et. seq., as amended (the TIF Act) to facilitate development in the area; and

**Whereas**, the City desires to explore the feasibility of establishing a tax increment finance redevelopment project area in an area identified herein as the Sycamore Road Redevelopment Project Area (Project Area); and

**Whereas**, in order to establish a new TIF redevelopment project area, the City wishes to retain PGAV to undertake an eligibility study to determine if all or a portion of the Project Area is eligible under the applicable provisions of the Act; and

**Whereas**, in the event all or a portion of the Project Area is eligible for designating as a TIF redevelopment project area, the City may direct PGAV to prepare a redevelopment plan for this area, pursuant to the scope of services described herein; and

**Whereas**, PGAV is duly experienced in conducting eligibility studies and preparing TIF redevelopment plans.

Now, Therefore, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

**A. Inducement Resolution**

PGAV will prepare, for use by the City, a draft of a resolution indicating the City's intent to designate a portion of the City as a redevelopment project area and to induce private investment in said area.

**B. Interested Parties Registry**

PGAV will assist the City in complying with the requirements of the Act regarding the "interested parties registry." This assistance includes providing the City with drafts of the following:

1. A newspaper notice of registration for the interested parties registry regarding the proposed TIF district.

2. An updated TIF interested parties registration form.

### **C. Eligibility Analysis**

1. The area being considered for use of tax increment financing is shown on Exhibit A entitled *Study Area Boundary* which is attached hereto and hereby made a part of this Agreement.
2. PGAV will conduct an on-site inspection of conditions on each property to determine the presence of eligibility factors per the current definitions of "blighted area" and "conservation area" contained in the Act. PGAV will also examine any evidentiary documentation, to be provided by the City, concerning building code violations, inadequate utilities and any other information that may affect the public health safety and welfare. The findings will be documented with map annotations and narrative.
3. Based upon the findings of the field work and other research findings, PGAV will recommend a final boundary for The TIF Area. Upon concurrence by the City's point of contact, PGAV will prepare findings on eligibility and incorporate said findings in the Redevelopment Plan as described in Task D below:

### **D. Redevelopment Plan**

PGAV will prepare a Redevelopment Plan for the TIF Area to be known as the Sycamore Road Redevelopment Project Area or other such name as may be requested by the City. This Plan will include as provided for in the TIF statute:

1. Redevelopment Plan/Statutory Requirements:
  - a. Redevelopment plan objectives.
  - b. Generalized land use to apply for the Project Area.
  - c. Description of private projects and necessary public actions.
  - d. Implementation strategy.
  - e. Estimated redevelopment project costs.
  - f. Estimate of equalized assessed value of the Project Area after redevelopment.
  - g. The eligibility findings for the Project Area as documented in Task C of this scope of services.
  - h. Include documentation that "but for TIF" the Plan will not be implemented.
  - i. Include evidence that the subject Project Area has not been subject to growth and development by private enterprise as may be revealed from assessed value data and/or building permit records.
  - j. Taxing district impacts. This will also estimate the impact of TIF on the School District's General State Aid entitlements.
  - k. Appendix containing photographs evidencing conditions in the Project Area.
2. Exhibits:

PGAV will prepare the following maps and/or exhibits, as deemed necessary by PGAV, to document the Redevelopment Plan.

- a. Redevelopment Project Area Map for the Project Area.
- b. Existing Conditions Map.

- c. General Land Use Plan.
- d. Estimated Redevelopment Project Costs.
- e. Parcel key map indexed to a list of County Permanent Identification Numbers (PINs), property owners and most recent equalized assessed valuation (EAV).

**E. Review & Approval Process**

1. PGAV will prepare, for the City's use, a schedule that documents the Redevelopment Plan review and approval process for the proposed Redevelopment Project Area. Included in this schedule will be dates for publications and mailing of required notices pursuant to the requirements of the Act.
2. PGAV will provide guidance to the City in the formal approval process of the Redevelopment Plan. This shall include general advice and sample notices for the: Joint Review Board; public hearing; approval ordinances, etc., and notices to taxing bodies, property owners and residential addressees located within 750 feet of the Project Area.
3. PGAV will present the proposed Redevelopment Plan at the Joint Review Board meeting and at the required public hearing. This assumes not more than two (2) meetings for these purposes.

**II. INFORMATION TO BE PROVIDED OR TASKS TO BE UNDERTAKEN BY THE CITY**

The City will provide (or cause to be provided by others) the following:

- A. A person to serve as a point of contact with the City, who will interact with PGAV staff and be responsible for tasks to be completed by the City.
- B. A person knowledgeable of the City's building and life safety codes (e.g., building inspector), to join the PGAV staff person conducting investigative fieldwork. Alternatively, the City may provide specific information on building and life safety code violations or non-compliance with respect to the buildings in the Study Area.
- C. Provide a digital base map of the Study Area with appropriate ArcGIS shape files. Said digital map files, at a minimum, shall include parcels, street names, water features, PIN numbers and high-resolution aerial photography.
- D. Collect the most recent equalized assessed valuation (E.A.V.) of each parcel in the Project Area from the County Assessor's office, including name and address of property owners. While collecting this information, the City will obtain the historical E.A.V. for each parcel going back to 2006. This information will be provided to PGAV in an Excel spreadsheet model developed by PGAV and provided to the City in digital form for data entry.
- E. Prepare the boundary description of the proposed Redevelopment Project Area.
- F. Accomplish any necessary amendments to the City's Comprehensive Plan so that the proposed uses contained in the TIF redevelopment plan are consistent with the Comprehensive Plan for the City as a whole.
- G. Be responsible for the publication of the required public hearing notices in the local newspaper and mailing of various required notices to taxing districts, property owners within the Redevelop-

ment Project Area and residential addressees within 750 feet of the proposed Project Area boundary. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section I of this Agreement.

- H. Provide any other information that may be relevant to determining eligibility including information on inadequate utilities, non-compliance with building or other codes, etc.

### III. TIMING OF PERFORMANCE

Upon signing of this Agreement and payment by the City of the retainer amount referenced in Section IV, below, PGAV will commence services as provided herein. PGAV shall complete the assignment in accordance with a work schedule to be mutually prepared by PGAV and the City.

### IV. FEE & METHOD OF COMPENSATION

- A. Compensation for the completed services associated with Tasks A through E of the Scope of Services shall be \$19,000, exclusive of reimbursable expenses as stated below.
- B. Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, or the cost of printing or other reproduction of documents. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$1,000 without prior written consent from the City.
- C. Method of Compensation shall be in accordance with the below schedule:
  1. \$2,000 Retainer amount upon signing of contract and submittal of Invoice
  2. \$5,000 upon completion of services stated in Section I, Tasks A, B, and C, and submittal of Invoice.
  3. \$7,000 upon completion of the Redevelopment Plan as stated in Section I, Task D and submittal of invoice.
  4. \$5,000 upon completion of Section I, Task E and submittal of invoice.

PGAV may submit invoices for partial completion of services for any Task per the above payment schedule.

- D. Payments to PGAV for services and reimbursable expenses are due within 30 days after receipt of our statement. If no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this Agreement until PGAV has been paid in full the amounts due for services and expenses.

### V. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The scope of the work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this Agreement:

- A. Revisions to the Eligibility Study or TIF Redevelopment Plan if the boundaries of the Project Area change after completion of said Eligibility Study;
- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may be useful to the City in making decisions on specific development proposals within the Project Area;
- C. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office;
- D. Preparation of tax increment revenue history or projections to be used in support of issuance of TIF bonds or other obligations or reporting on any outstanding bond issues.
- E. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.

These services shall be considered additional work beyond the scope of this Agreement. These services may be provided at additional cost subject to a written scope of services for any such task(s) along with the fee to be paid. Any such work must be approved by the City and provided for in the form of a written addendum to this or separate Agreement.

#### **VI. PROJECT STAFFING & MANAGEMENT**

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment (e.g., extra services) requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

#### **VII. TERMINATION OF AGREEMENT**

If, for any reason, the City wishes to terminate this Agreement, the City shall notify PGAV in writing. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The City will pay to PGAV an amount representing the percentage complete of the work performed to the date of termination, plus any reimbursable expenses which have been incurred by PGAV to that date.

#### **VIII. OWNERSHIP OF DOCUMENTS**

Except to the extent that documents, reports or other information are prepared under the provisions of this Agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

**IX. MISCELLANEOUS PROVISIONS**

- A.** The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act as of December 31, 2012. Should anything occur that would cause the TIF Redevelopment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate.
- B.** It is expressly understood by both parties that the timeframe for completing the design related services shall be accomplished concurrently with the TIF consulting services related to the establishment of the South Fourth Street TIF district (under separate agreement), with key events such as conducting fieldwork, meetings with City officials, JRB meetings and the public hearings for each project occurring on the same dates. Should anything occur, beyond PGAV's control, that would cause the process for establishing the TIF districts not to occur simultaneously, this Agreement shall be amended as appropriate to reflect the increased time related to additional travel dates, additional meetings and public hearings.
- C.** In connection with this Agreement, PGAV certifies compliance with the statements and certifications provided for in Exhibit B attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this 28<sup>th</sup> day of JANUARY, 2013.

ATTEST:

CITY OF DEKALB, ILLINOIS


  
\_\_\_\_\_  
Diane Wright, City Clerk




  
\_\_\_\_\_  
Kris Povlsen, Mayor

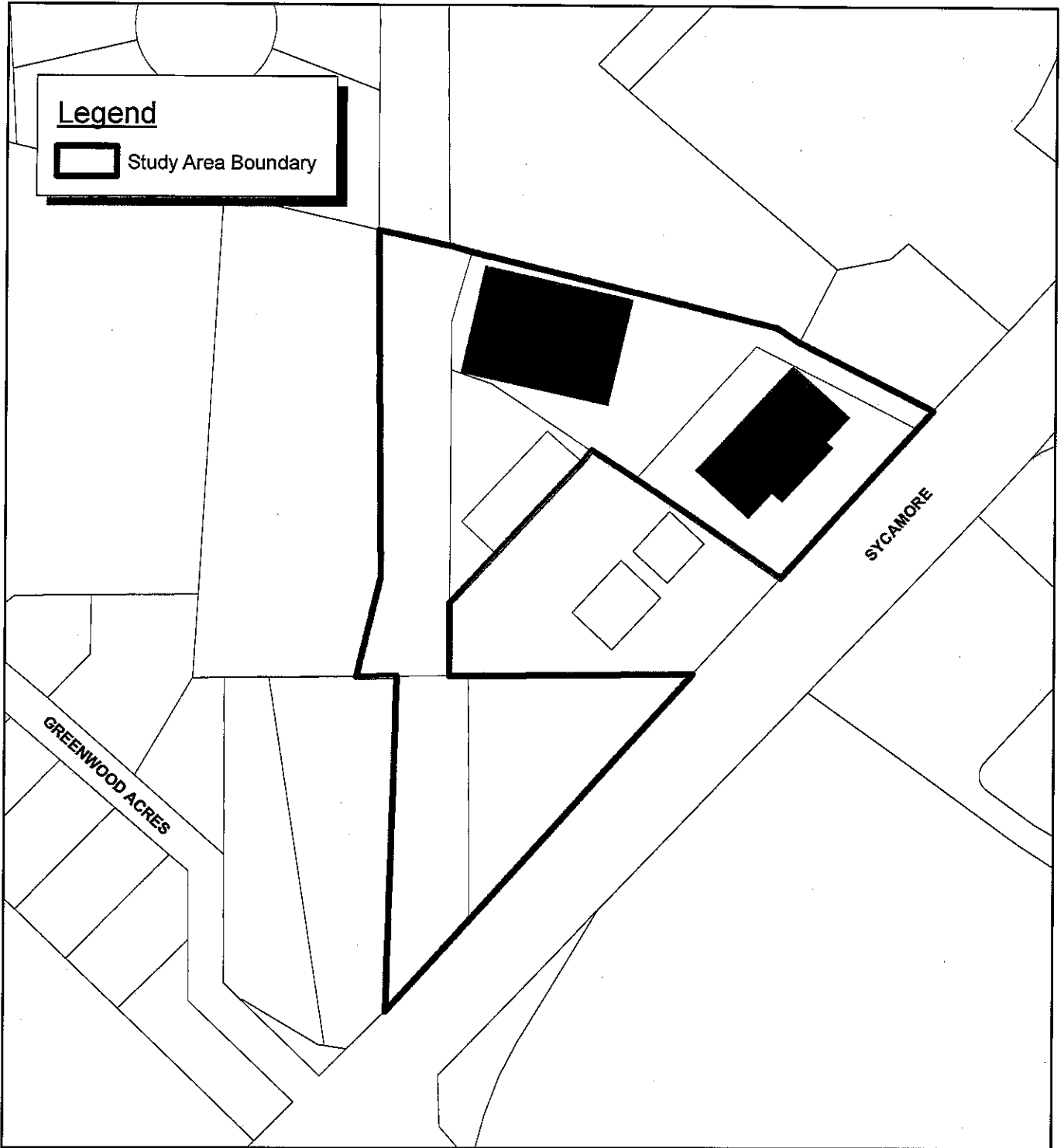
ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

  
\_\_\_\_\_  
Michael P. Weber, Director  
PGAV Planners

  
\_\_\_\_\_  
John Brancaglione, Vice President

Attachments: Exhibit A - Study Area Boundary - Proposed Sycamore Road TIF RPA  
Exhibit B - Certifications



**Exhibit A**  
**Study Area Boundary**  
Proposed Sycamore Road TIF



**PG&V PLANNERS**



## **Exhibit B: Certifications**

*Employment Status* : The Bidder certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery* : The Bidder certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default* : If the Bidder is an individual, the Bidder certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification* : The Bidder certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting* : The Bidder certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

*Prevailing Wage*: The Bidder certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act.

*Drug Free Workplace* : The Bidder certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Bidders, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

*Non-Discrimination, Certification, and Equal Employment Opportunity* : The Bidder agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Bidder agrees to incorporate this clause into all subcontracts under this Contract.

*International Boycott*: The Bidder certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

*Record Retention and Audits* : If 30 Illinois Compiled Statutes 500/20-65 requires the Bidder (and any subBidders) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be

available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Bidder agrees to cooperate fully with any audit and to provide full access to all relevant materials.

*United States Resident Certification* : (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Service for withholding and reporting federal income taxes.) The Bidder certifies that he/she/it is a:  United States Citizen or Corporation  Resident Alien  Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

*Tax Payer Certification* : Under penalties of perjury, the Bidder certifies that its Federal Tax Payer Identification Number or Social Security Number is 43-0831161 and is doing business as a (check one):  Individual  Real Estate Agent  Sole Proprietorship  Government Entity  Partnership  Tax Exempt Organization (IRC 501(a) only)  Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care Services Provider Corp.