

VILLAGE OF GILBERTS

RESOLUTION

A Resolution authorizing the execution of an agreement with Peckham Guyton Albers & Viets, Inc. (PGAV) to establish a new Tax Increment Finance Redevelopment District

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Agreement by and between the Village of Gilberts and PGAV attached hereto as Exhibit A shall be and is hereby authorized and approved, and the President and Village Clerk are hereby authorized to execute said Agreement.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this 20th day of August, 2012 by a roll call vote as follows:

Table with 5 columns: Ayes, Nays, Absent, Abstain. Rows list Village officials: Trustee Everett Clark, Trustee Dan Corbett, Trustee Nancy Farrell, Trustee Lou Hacker, Trustee Patricia Mierisch, Trustee Guy Zambetti, President Rick Zirk. Blue checkmarks are present in the 'Ayes' column for all listed officials.

APPROVED THIS 20th DAY OF August, 2012

[Signature] Village President Rick Zirk



ATTEST: [Signature] Village Clerk Debra Meadows

Published: August 21, 2012

# Exhibit "A"

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VILLAGE OF GILBERTS, ILLINOIS  
AND  
PECKHAM GUYTON ALBERS & VIETS, INC.**

(Higgins Road Industrial Park Conservation Area TIF)

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

**WITNESSETH:**

**Whereas**, the Village has been confronted with a private development opportunity that, if it occurs, would have a significant positive impact on employment opportunities for the Village and the surrounding area; and

**Whereas**, the Village has expressed that it has reason to believe that the development project will not occur due to extraordinary expenses for property assembly, infrastructure support, and financial incentives which will necessarily be incurred in order for the project to move forward; and

**Whereas**, the Village desires to explore the feasibility of establishing a tax increment finance redevelopment project area under the provisions of an "industrial park conservation area" as defined in the Illinois Tax Increment Allocation Redevelopment Act, *65 ILCS 5/11-74.41 et. seq* (the "TIF Act") and to prepare a redevelopment plan for this area; and

**Whereas**, the general area to be considered for the proposed Higgins Road Industrial Park Conservation Area TIF ("Higgins Road IPC TIF") is delineated on the attached Exhibit A; and

**Whereas**, the Village seeks the services of a TIF consultant to assist the Village in determining eligibility, preparing a TIF redevelopment plan, the establishment of a TIF redevelopment project area pursuant to the requirements of the TIF Act, and

**Whereas**, PGAV is duly experienced in providing said services.

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

**I. SCOPE OF SERVICES**

PGAV will provide the services as outlined below.

**A. Inducement Resolution**

PGAV will prepare, for use by the Village, a draft of a resolution indicating the Village's intent to establish an IPC TIF redevelopment project area and to induce private investment in said area.

## B. Eligibility Analysis and Boundary Determination

The eligibility of the expanded IPC TIF area will be dependent on meeting the definition of an **“industrial park conservation area”** as defined in the TIF Act. Key components of the industrial park conservation area definition will be addressed including:

1. PGAV will examine the most recent monthly unemployment rates for Kane County and the United States to determine if Gilberts would qualify as a **“labor surplus municipality”**. A municipality has up to six months to establish a TIF redevelopment project area under the industrial park conservation area criteria when the labor surplus municipality status has been obtained.
2. PGAV will work with the Village in determining what properties would be suitable for inclusion in the industrial park conservation area. Suitable properties will need to be in the Village corporate limits (or an annexation agreement in place), include **vacant land suitable for industrial development**, and be **zoned industrial** no later than the adoption of ordinances designating the industrial park conservation area. Furthermore, the boundaries of the industrial park conservation area will need to be **contiguous to an existing “blighted area” or “conservation area”** (in this case contiguous to the City’s Central TIF Redevelopment Project Area).

## C. Redevelopment Plan

PGAV will prepare a Redevelopment Plan for the Higgins Road IPC TIF (the “Plan”). This Plan will include as provided for in the TIF Act:

1. Findings that the Village is a labor surplus municipality as documented under Section B of this scope of services.
2. Redevelopment Plan objectives, including the reduction of unemployment by the creation of new jobs and that the provision of new facilities will enhance the tax base of the taxing districts that extend into the project area.
3. Generalized land use for the area, including information on the property’s industrial zoning classification.
4. Description of private projects and necessary public actions. This will include a general description of any proposed developer, user and tenant of any property, a description of the type, structure and general character of the facilities to be developed, and a description of the type, class and number of new employees to be employed in the operation of the facilities to be developed.
5. Implementation schedule and strategy.
6. Estimated redevelopment project costs.
7. Estimate of equalized assessed value of the area after redevelopment.
8. Projection of real property tax increment proceeds.
9. Include documentation that “but for TIF” the Plan will not be implemented.

10. Include evidence that the subject area has not been subject to growth and development by private enterprise.

**D. Review & Approval Process**

1. PGAV will prepare, for the Village's use, a schedule that documents the review and approval process for the Plan. Included on this schedule will be dates for publication and mailing of required notices pursuant to the requirements of the TIF Act.
2. PGAV will provide guidance to the Village in the formal approval process of the 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 of the Project Area.
3. PGAV will present the proposed Redevelopment Plan at the Joint Review Board meeting and at the required public hearing.

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

The Village will be responsible for the following:

- A. A person to serve as a point of contact with the Village, who will interact with PGAV staff, coordinate with other Village staff or consultants, as needed, and be responsible for tasks to be completed by the Village.
- B. Provide tax maps from Kane County showing parcels and property identification numbers (PINs). The Village shall provide such mapping information in ArcGIS format.
- C. Collect the most recent equalized assessed valuation (EAV) of each parcel in the expanded TIF Area from the County Assessor, including name and address of property owners. While collecting this information, the Village will obtain the historical EAV for each parcel going back to 2006.
- D. Prepare the legal description of the expanded IPC TIF Area.
- E. Provide for the publication of the required public hearing notices in the local newspaper and mailing of required notices to taxing districts and property owners within the TIF Area, as expanded.
- F. Prepare estimated project costs for the development of the industrial park, including the cost of extending the necessary utilities to serve the expanded the industrial park.
- G. Accomplish any necessary annexations or execute any necessary pre-annexation agreements for any land to be included in the TIF Area that is not currently within the corporate limits of the Village.
- H. Accomplish any necessary amendments to the Village's Comprehensive Plan so that the proposed industrial or business park uses contained in the TIF redevelopment plan are consistent with the Comprehensive Plan for the Village as a whole.

### III. TIMING OF PERFORMANCE

The work on all tasks as provided for herein will be begin upon execution of this agreement, which shall constitute "notice to proceed" unless otherwise provided in written or electronic form by the Village and will be conducted based on a mutually agreed upon schedule.

### IV. COMPENSATION

- A. The fee for the completed 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, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV. Reimbursable expenses shall not exceed \$2,000 without prior written consent from the Village.
- C. Method of Compensation shall be in accordance with the below schedule:
1. \$2,000 retainer amount upon signing of this Agreement and submittal of invoice.
  2. \$1,000 upon completion of the services stated in Section I, Task A, and B, and submittal of invoice.
  3. \$9,000 upon completion of the Redevelopment Plan as stated in Section I, Task C and submittal of invoice.
  4. \$7,000 upon completion of Section I, Task D 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. TERMINATION OF AGREEMENT

If for any reason the Village determines that the work should be terminated, the Village will inform PGAV in writing that it wishes to terminate this agreement. 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 Village will pay PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date.

## **VI. 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 analysis or TIF redevelopment plan if the boundaries of the TIF Area changes after the Village's concurrence with PGAV's recommended boundary configuration.
- B. Undertaking special studies such as market studies, economic impact studies, traffic impact studies and any other special studies that may useful to the Village in making decisions on specific development proposals within the TIF Area.
- C. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office.
- D. Preparation of and/or review of redevelopment agreements between the Village and private parties wishing to receive TIF assistance.

These services shall be considered additional work beyond the scope of this Agreement. The Village may acquire such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum to this or separate Agreement.

## **VII. 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 Village a particular assignment 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 Village.

## **VIII. OWNERSHIP OF DOCUMENTS**

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the Village and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the Village or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. 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 Village will have sole ownership of all reports, maps, etc. prepared under this Agreement, including rights of copying and distribution.

## **IX. OTHER TERMS AND CONDITIONS**

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the TIF Act as of December 31, 2011. Should anything occur that would cause TIF Redevelop-

ment Plan to be prepared and processed under the terms of any subsequent amendments, the applicable portions of this Agreement shall be amended as appropriate.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this 20<sup>th</sup> day of August, 2012.

ATTEST:

VILLAGE OF GILBERTS, ILLINOIS

  
Debra Meadows, Village Clerk

  
Rick Zirk, Village President

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.



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Michael P. Weber  
Director, PGAV Planners

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John Brancaglione,  
Vice President

Attachment: Exhibit A - Proposed Higgins Road Industrial Park Conservation Area



Legend

-  Proposed IPC Area Boundary
-  Existing Central Redevelopment Project Area

**Exhibit A**  
**Proposed Higgins Road**  
**Industrial Park Conservation Area**

Village of Gilberts, Illinois



July 2012

