

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF O'FALLON, ILLINOIS  
AND  
PECKHAM GUYTON ALBERS & VIETS, INC.**

(2008 Amendment to TIF Area No. 1)

**THIS AGREEMENT** is entered into on the date and by execution shown hereafter, by and between O'Fallon, Illinois, hereinafter referred to as the "City" and Peckham Guyton Albers & Viets, Inc., hereinafter referred to as the "PGAV".

**WITNESSETH:**

**WHEREAS**, in 1995 the City adopted a Tax Increment Redevelopment Plan and Redevelopment Project for a redevelopment project area (hereinafter referred to as the "TIF Area No. 1") in accordance with the provisions of the Illinois Tax Increment Allocation Redevelopment Act (the "TIF Act"); and

**WHEREAS**, the City desires to pursue an amendment to the Redevelopment Plan and Project, to include additional areas adjacent to TIF Area No. 1, (see Exhibit A attached hereto showing the existing TIF Area No. 1 and the general area to be studied for inclusion in the expanded TIF Area), make changes to the estimated project costs and make other changes deemed appropriate to implement redevelopment activities in the existing and expanded area; and

**WHEREAS**, the City desires to obtain technical assistance from PGAV to prepare an amendment to the Plan and Project Area (the "2008 Amendment"), including documenting eligibility of the area proposed to be included in the expanded TIF Area, updating estimated redevelopment project costs, and preparation of the Plan Amendment report; and

**WHEREAS**, PGAV is duly experienced in providing technical assistance in preparing and amending Tax Increment Redevelopment Plans.

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

**I. SCOPE OF SERVICES**

PGAV will assist the City with amending the Plan and Project Area. The principal changes anticipated include expanding the boundaries to the extent such expansion area qualifies; updating the Plan proposals; updating the estimated project costs, all of which must comply with the latest revisions to the TIF Act (particularly the 1999 amendments to the TIF Act). Because of the nature of the proposed 2008 Amendment, the process of amending the Plan will include all aspects related to the original adoption of the Plan and Project Area, including a Joint Review Board meeting, notifications, public hearing, etc. Below is the Scope of Services that PGAV will provide in order to accomplish the 2008 Amendment:

**A. Feasibility Study & Inducement Resolution:**

PGAV will prepare, for use by the City, a draft of a resolution indicating the City's intent to amend the existing TIF Area No. 1 and to induce private investment in said area. It is understood that the City will indicate its intent to certify in the 2008 Plan Amendment that said Plan Amendment will not result in the displacement of more than ten inhabited housing units.

**B. Interested Parties Registry:**

PGAV will assist the City in complying with the requirements of the TIF 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 Area No. 1 amendment.
2. Prepare an updated TIF interested parties registration form, if necessary.

C. Eligibility Analysis and Boundary Determination:

1. The general areas being considered for inclusion in the TIF Area are shown on the attached Exhibit A. This area shall be considered as the study area for 2008 Amendment until a final TIF boundary is established.
2. An eligibility analysis of properties to be considered for addition to the TIF Area will be accomplished. This analysis shall include information on conditions in areas proposed for inclusion in the Area. This work will include on-site inspection of conditions on each property to determine the presence of eligibility factors per statutory requirements. Also, PGAV will provide to the City's consulting professional engineer the statutory parameters under which the engineer may certify conditions of chronic flooding or watershed discharge problems associated with any of the vacant parcels located within the study area.
3. PGAV will meet with City representatives to identify and discuss issues that need to be considered for the proposed TIF program, including any issues affecting the TIF program; projects desired for inclusion in the program; and any other ideas, thoughts, or suggestions the City wants to transmit to PGAV at this stage of the process.
4. Based upon the findings of the field work, PGAV will recommend a final boundary for expanded TIF Area and the areas that should be removed. 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. Tax Increment Redevelopment Plan Amendment (2008 Amendment):

1. Redevelopment Plan/Statutory Requirements:

PGAV will prepare an amendment to the Redevelopment Plan for TIF Area No. 1. This 2008 Amendment will update and/or otherwise change the following as provided for in the TIF Act:

- a. Redevelopment plan objectives.
- b. Generalized land use for TIF Area No. 1 as amended.
- 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 expanded portion of the TIF Area as documented in Task C of this scope of services.
- h. Include documentation that "but for TIF" the Plan will not be implemented, with respect to the expanded portion of the TIF Area.

- i. Include evidence that the expanded portion of the TIF 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.

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 expanded portion of the TIF Area.
- b. Eligibility factors matrix for the expanded portion of the TIF Area.
- c. General Land Use Plan.
- d. Estimated Redevelopment Project Costs.

E. Approval Process and Attendance at Meetings:

1. PGAV will prepare, for the City's use, a schedule that documents the Redevelopment Plan review and approval process. Included on this schedule will be dates for publications and mailing of required notices pursuant to the requirements of the TIF 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 of the TIF Area.
3. PGAV will present the proposed 2008 Amendment to the Joint Review Board and at the required public hearing.

## 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, coordinate with other City staff or consultants, as needed, and be responsible for tasks to be completed by the City.
- B. Provide one set of to-scale tax maps, in digital form if available, and/or hard copy prints showing parcel lines and property identification numbers (PINs) within the redevelopment planning area.
- C. Collect the most recent equalized assessed valuation (EAV) of each parcel in redevelopment planning area from the County Assessor, including name and address of property owners. While collecting this information, the City will obtain the historical EAV for each parcel going back to 2001.
- D. Prepare the legal description of the redevelopment planning area and each redevelopment project area, as applicable.
- E. 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 redevelopment planning area. The City will be responsible for ensuring that such publications and mailings take place in accordance with the schedule prepared by PGAV under Section 1 of this Agreement.
- F. Accomplish any necessary amendments to the City's Comprehensive Plan so that the proposed uses

contained in the redevelopment plan are consistent with the Comprehensive Plan for the City as a whole.

- G. Accomplish the necessary annexation of property and highway right-of-way as shown on Exhibit A attached hereto.

### **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. The fee for the completed services shall be \$33,000, exclusive of reimbursable expenses as stated below.

- B. Method of Compensation shall be in accordance with the below schedule:

1. \$3,000 retainer amount upon signing of Contract and submittal of invoice.
2. \$10,000 upon completion of the services stated in Section I, Task A, B, and C, and submittal of invoice.
3. \$14,000 upon completion of the Redevelopment Plan as stated in Section I, Task D and submittal of invoice.
4. \$6,000 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.

- C. 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 City.
- D. Invoices for fees and expenses shall be submitted to the City monthly based on the percentage of the work completed and the actual cost of reimbursable expense items. Payment of invoices will be made by the City within 30 days of receiving invoice. 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 analysis or TIF redevelopment plan if the boundaries of the TIF Area changes after the City'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 City 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 City and private parties wishing to receive TIF assistance.

These services shall be considered additional work beyond the scope of this Agreement. The City 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.

#### **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.

*Continued on following page...*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

CITY OF O'FALLON, ILLINOIS

\_\_\_\_\_  
Philip A. Goodwin, City Clerk

\_\_\_\_\_  
Gary L. Graham, Mayor

ATTEST:

PECKHAM GUYTON ALBERS & VIETS, INC.

\_\_\_\_\_  
Michael P. Weber  
Associate Director

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