

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

RESOLUTION NO. 22-08-04-30

**A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LE ROY, ILLINOIS AND PGAV PLANNERS, LLC**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS

23rd Day of August, 2022

PRESENTED: **August 23, 2022**

PASSED: **August 23, 2022**

APPROVED: **August 23, 2022**

RECORDED: **August 23, 2022**

PUBLISHED: **August 23, 2022**
In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **resolution** and that such **resolution** was presented, passed, approved, recorded and published as above stated.

(SEAL)



Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: **August 23, 2022**

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Patti Welander and seconded by Kelly Lay by roll call vote on the 23rd day of August, 2022 as follows

Aldermen elected 8

Aldermen Present 5

Voting Aye:

Dawn Hanafin, Justin Morfey, Patti Welander, Kelly Lay, Matt Steffen.

Voting Nay:

None

Absent: Kyle Merkle, Ron Legner, Sarah Welte

Abstain:

None

Other:

None

And deposited and filed in the office of the City Clerk in said municipality on the 23rd day of August, 2022.



Anita Corso, City Clerk of the
City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 23rd day of August, 2022.



Steven M. Dean, Mayor of the City of Le Roy,
Mc Lean County, Illinois

ATTEST: (SEAL)



Anita Corso, City Clerk of the City of Le Roy
Mc Lean County, Illinois



RESOLUTION NO. 22-08-04-30

**A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF LEROY, ILLINOIS AND PGAV PLANNERS, LLC**

WHEREAS, the City of LeRoy, McLean County, Illinois (the “*City*”) is a non-home-rule municipal corporation and political subdivision of the State of Illinois with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the City upon approval of the Mayor and City Aldermen (collectively, the “*Corporate Authorities*”) may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the City is interested in the development and improvement of areas within its corporate boundaries by utilizing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*Act*”) to facilitate such development;

WHEREAS, PGAV PLANNERS LLC (the “*Company*”) is a validly existing and duly authorized limited liability company organized under the laws of the State of Illinois with experience in conducting eligibility studies and preparing redevelopment plans pursuant to the Act; and

WHEREAS, the Corporate Authorities of the City are interested in contracting with Company for the purposes of providing consulting services related to the establishment of a redevelopment project area, as that term is defined by the Act, and such services being more detailed in the “Contract For Professional Services Between The City Of Le Roy, Illinois And PGAV Planners, LLC (the “*Agreement*”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Corporate Authorities of the City are of the opinion that it is in the best interests of the City of LeRoy to enter into the attached Agreement with the Company for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED by the Corporate Authorities of the City of LeRoy, McLean County, Illinois, as follows:

Section 1: The above recitals are incorporated and made a part of this Resolution.

Section 2: The Corporate Authorities hereby approve the Agreement substantially in the form attached hereto and made a part hereof collectively as Exhibit A.

Section 3: The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the City Attorney and the officials of the City executing the same, their execution thereof to constitute exclusive evidence of their approval to

any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section 4: The officers, employees and/or agents of the City shall take all actions necessary or reasonably required to carry out and give effect to the intent of the Agreement and otherwise to consummate the transactions contemplated by the Agreement as referenced herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section 5: The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the City is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement.

Section 6: That all past, present and future acts and doings of the officials of the City that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section 7: If any provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this Resolution.

Section 8: If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section 9: All resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 10: This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LE ROY, ILLINOIS
AND PGAV PLANNERS, LLC.

(Proposed TIF Redevelopment Project Area)

THIS AGREEMENT is entered into on the date and by execution shown hereafter, by and between the City of Le Roy, Illinois (hereinafter referred to as the "City") and PGAV Planners, LLC, (hereinafter referred to as "PGAV").

WITNESSETH:

Whereas, the City is interested in the 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 shown in **Exhibits A and B** (the "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. Interested Parties Registry

1. A newspaper notice of registration for the interested parties registry regarding the proposed TIF 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:
 2. An updated TIF interested parties registration form.

B. Eligibility Analysis

1. The Project Area being considered for use of tax increment financing is shown on **Exhibit A and B** which is attached hereto and hereby made a part of this Agreement.
2. PGAV will advise the City on actions that will be necessary for the parcels within the study area to qualify as a “conservation” and/or “blighted” area, as defined in the TIF Act. Such advise will include suggestions for areas of existing farmland to have final and recorded plat and an approved preliminary plat for the balance of the existing farmland within the Project Area.
4. PGAV will also analyze and document the trends in property values based on McLean County real property assessment records.
5. 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, if the City decides to move forward with the Redevelopment Plan.

C. Redevelopment Plan

If the study Area qualifies under the TIF Act and at the request of the City, PGAV will prepare a Redevelopment Plan for the Project Area. 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.
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. 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).

D. 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 regarding schedule tasks and rely on the City's TIF special counsel for drafting ordinances, notices, and resolutions.
3. PGAV will present the proposed Redevelopment Plan at the Joint Review Board meeting and at the required public hearing. This scope provides for not more than one (1) meeting each for these purposes for a grand total of two trips for meeting attendance.

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 for the City, who will interact with PGAV staff and be responsible for tasks to be completed by the City.
- B. Provide, or cause to be provided, 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 if available.
- C. Prepare the boundary description of the proposed Redevelopment Project Area.
- D. If necessary, 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.
- 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 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.
- F. Provide any other information that may be relevant to determining eligibility.

III. TIMING OF PERFORMANCE

Upon signing of this Agreement, 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 D of the Scope of Services shall be \$26,000, exclusive of reimbursable expenses as stated below. The method of compensation shall be in a lump sum, or fixed fee, basis billed monthly according to the labor spent on the Tasks outlined in the Scope of Services.

- 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 \$800 without prior written consent from the City.
- C. 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 a Housing Impact Study. It is assumed that the final project will not result in the displacement of 10 or more inhabited residential units.
- D. Preparation of the required annual TIF reports that are required to be submitted to the Illinois Comptroller's Office;
- E. 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.
- F. Preparation of and/or review of redevelopment agreements between the City and private parties wishing to receive TIF assistance.
- G. Attendance at more than one meeting each for the JRB meeting and the public hearing before the City Council.

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 email or U.S. Postal Service. 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. MISCELLANEOUS PROVISIONS

The Scope of Services, provided in Section I of this Agreement, is based upon the provisions of the most recent version of the TIF Act. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2012.

ATTEST:

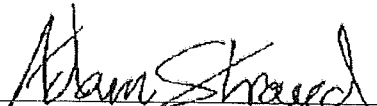
CITY OF LE ROY, ILLINOIS

David Jenkins, City Administrator

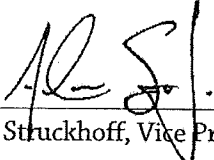
Steven M. Dean, Mayor

ATTEST:

PGAV PLANNERS, LLC



Adam Stroud, Senior Project Manager



Andy Struckhoff, Vice President

Attachment: Exhibit A – Proposed TIF Study Area Aerial View
Exhibit B – Proposed TIF Study Area Streets View

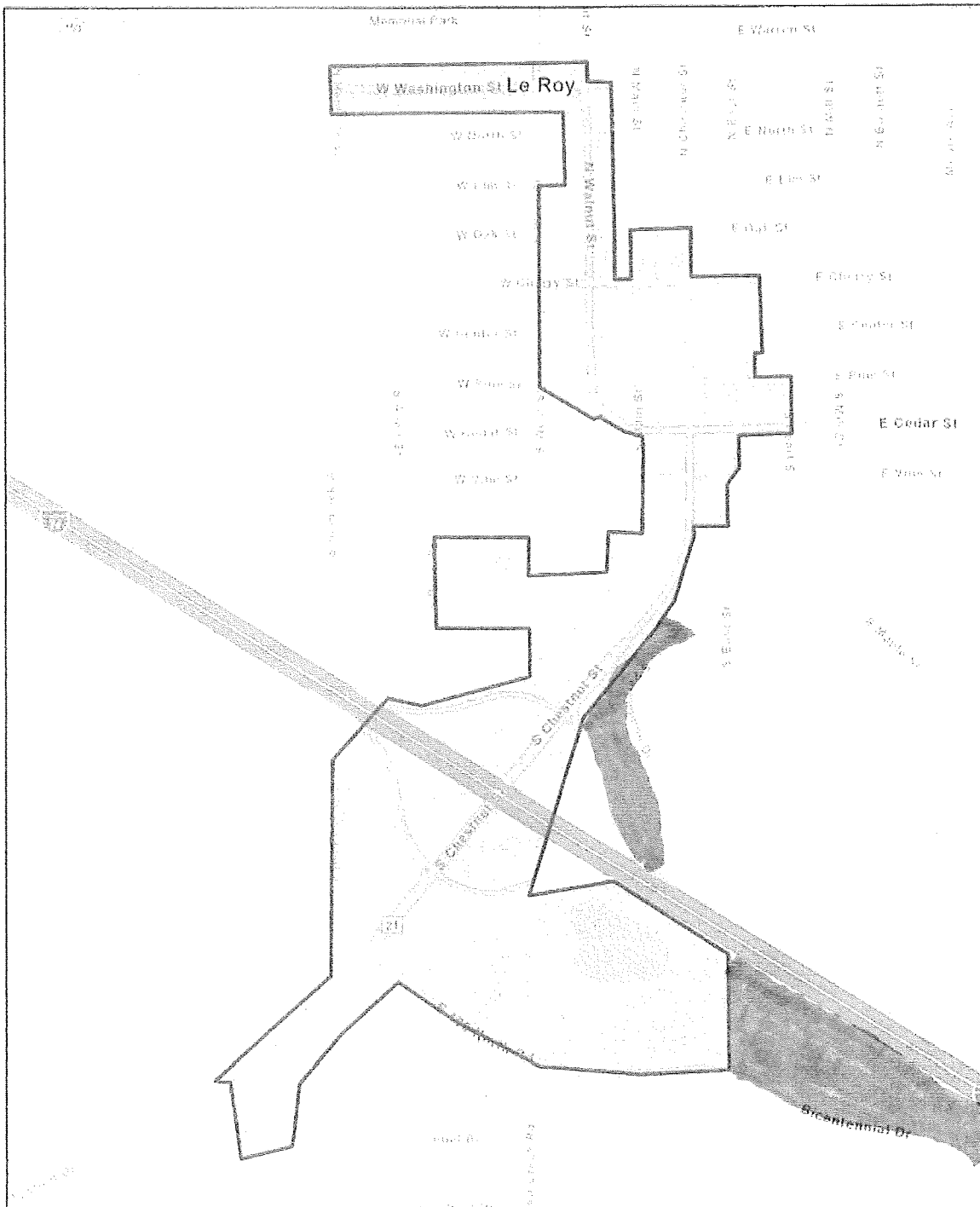


Exhibit B Proposed TIF Study Area Streets View

Le Roy, IL

PCAV PLANNERS LLC

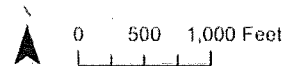




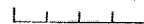
Exhibit A Proposed TIF Study Area Aerial View

Le Roy, IL

PCAV PLANNERS LLC



0 500 1,000 Feet



CERTIFICATE

I, Anita Corso, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **August 23, 2022** the Corporate Authorities of such municipality passed and approved **RESOLUTION NO. 22-08-04-30**

**A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LE ROY, ILLINOIS AND PGAV PLANNERS, LLC**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **RESOLUTION NO. 22-08-04-30**, including the Resolution and a cover sheet thereof, was prepared, and a copy of such Resolution was posted at the municipal building, commencing on **August 23, 2022** and continuing for at least ten days thereafter. Copies of such Resolution were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 23rd day of August, 2022.

(SEAL)



Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois



STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Anita Corso, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

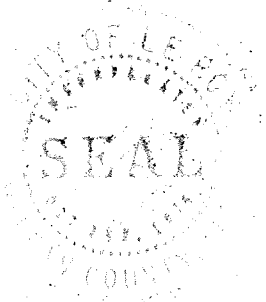
I do further certify that the foregoing is a true, correct and complete copy of a resolution entitled:

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LE ROY, ILLINOIS AND PGAV PLANNERS, LLC

I do further certify said *resolution* was adopted by the City Council of the City of Le Roy at a regular meeting on the 23rd day of August, 2022 and prior to the making of this certificate the said resolution was on file with the permanent records of said City where it now appears and remains as a permanent record of said resolution in the record books.

Dated this 23rd day of August, 2022

(SEAL)



A handwritten signature in cursive script, appearing to read 'Anita Corso'. The signature is written in dark ink and is positioned above a horizontal line.

Anita Corso, City Clerk of the
City of Le Roy,
McLean County, Illinois