

Ordinance No. 92-09

**AN ORDINANCE APPROVING A CONTRACT FOR TECHNICAL SERVICES
AND ASSISTANCE WITH PECKHAM, GUYTON, ALBERS & VIETS, INC.**

WHEREAS, the Village of Chatham desires to develop and improve certain areas within its corporate limits;

WHEREAS, the Village has determined that tax increment financing is an attractive vehicle for redeveloping such areas within the Village;

WHEREAS, a major purpose of such redevelopment is to revitalize the commercial and shopping areas within the Village;

WHEREAS, one of the primary benefactors of such redevelopment will be the Village of Chatham electric system;

WHEREAS, the Village has identified a consulting firm, Peckham, Guyton, Albers & Viets, Inc. ("PGAV") as having expertise in the tax increment financing field, and desires to retain the services of PGAV to assist in the redevelopment project.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain contract between the Village of Chatham and PGAV, attached hereto as Exhibit A, is hereby approved, subject to the condition that PGAV agree to an amendment which would provide for notice and discussions with the Village when the out-of-pocket expenses exceed the sum of \$4,000.

SECTION 2: The President of the Village is hereby authorized and directed to execute said contract on behalf of the

Village, and the proper officers of the Village are authorized and directed to carry out the contract on behalf of the Village.

SECTION 3: Payments for said contract shall be made from the Village of Chatham Electric Fund. The Electric Fund shall be repaid in full from tax increment funds before any other fund of the Village receives any tax increment funds. In the event the tax increment financing project is deemed not to be feasible or is abandoned for any other reason, payments under this contract shall be allocated as follows:

General Fund	50%
Electric Fund	50%

SECTION 4: This Ordinance is effective immediately.

PASSED this _____ day of _____, 1992.

CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Village Clerk

AYES: _____
NAYS: _____

PASSED: _____
APPROVED: _____

ABSENT: _____

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 92-____, adopted by the President and Board of Trustees of said Village on the _____ day of _____, 1992, said Ordinance being entitled:

AN ORDINANCE APPROVING A CONTRACT FOR TECHNICAL SERVICES AND ASSISTANCE WITH PECKHAM, GUYTON, ALBERS & VIETS, INC.

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this ____ day of _____, 1992.

Village Clerk

3/5/92

**CONTRACT FOR TECHNICAL SERVICES AND ASSISTANCE
BETWEEN VILLAGE OF CHATHAM, ILLINOIS
AND
PECKHAM GUYTON ALBERS & VIETS, INC.**

THIS AGREEMENT, entered into on the _____ day of _____, 1992, by and between Village of Chatham, Illinois, hereinafter referred to as the "Village" and Peckham Guyton Albers & Viets, Inc. (PGAV), hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Village is interested in development and improvement in an area of the community where development, redevelopment and revitalization activities are desired by the Village utilizing the Tax Increment Financing Program of the Illinois Statutes (more precise boundaries to be established during the planning process), and

WHEREAS, the Consultant is duly experienced in providing said services, and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The following Scope of Services shall be completed for the subject area.

I. Determination of Eligibility & Boundary Delineation

The Consultant will determine and document sufficient to satisfy State law if the area meets the requirements of eligibility as a tax increment financing area as defined by Illinois State Statutes.

II. Boundary Determination

- A. The Consultant will review the uses and conditions in the designated area to establish a boundary that adheres to State law requirements, maximizes TIF revenues, and addresses areas where these revenues are to be spent in the future. This shall also consider areas where development interest is determined.
- B. The Consultant will review existing conditions and assessed value data to assist in establishing the final boundary of the tax increment project.



- C. The Consultant will meet with Village representatives to present a recommended boundary before proceeding to finalize the Plan.

III. Redevelopment Plan

- A. The Consultant will prepare a Redevelopment Plan for the designated redevelopment project area.

This Plan will include:

1. Plan objectives,
2. Land use for the area,
3. Description of private projects and public actions,
4. Estimated redevelopment project costs,
5. Estimates of redevelopment values,
6. Projection of real property tax increment proceeds,
7. Such other items necessary to establish a Redevelopment Act, Chapter 24, Sec. 11-74.4, et. seq. of the Illinois revised statutes.

IV. Information Provided By Village

The Village shall provide to the Consultant available data (reports, maps, aerial photos, etc.) as may exist and shall also provide the most recent equalized assessed value data, list of property owners and a written boundary description for the area selected as the final boundary of the TIF.

V. Exhibits

The Consultant will prepare the following exhibits, if deemed necessary by the Consultant, to document the Redevelopment Plan.

- ① Blighting Factor Maps and Tables
2. Existing Land Use and Building/Site Conditions Data *AA*
3. Land Acquisition Data
4. General Land Use Plan
5. Equalized Assessed Valuation Data
6. Public Improvements Data

VI. Assistance at Meetings

The Consultant shall meet with key local businesses or developers that may have an interest in expansion or new development.

The Consultant will attend and conduct the public hearing, meet with municipal officials and representatives of local taxing bodies as necessary to perform the services required by this Contract.

The Consultant shall conduct the meeting of the Joint Review Board. Further, the Consultant shall provide letters, advertisements and notices for Village mailing in connection with transmittal of the Redevelopment Plan to the taxing bodies and Joint Review Board and conducting the public hearing.

VII. Timing of Performance

The services of the Consultant are to commence immediately upon acceptance of this Contract and shall be undertaken and completed in accordance with a schedule to be mutually established between the Village and the Consultant.

VIII. Compensation

- A. The fee for the completed services shall be \$25,000, exclusive of reimbursable expenses as stated below.
- B. Reimbursable expenses shall consist of travel, lodging and meal expenses, 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 shall be billed at the direct cost to PGAV.

IX. Method Of Compensation Shall Be As Follows:

<u>Time</u>	<u>Amount</u>
A. Upon signing of contract.	\$5,000
B. Upon delivery of the Redevelopment Plan to the Village.	\$19,000
C. Upon completion of the public hearing or 60 days after delivery of the Redevelopment Plan, whichever occurs first.	\$1,000

Invoices for fees shall be submitted to the Village in accordance with the above schedule. Reimbursable and other "out-of-pocket" expenses will be invoiced to the Village as per the above sequence of payments. Payment to the Consultant will be made by the Village within 30 days of receipt of invoices. Any invoice outstanding more than 60 days shall accrue interest at the rate of twelve (12) percent per annum until fully paid by the Village.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed this _____ day of _____, 1992.

ATTEST:

CHATHAM, ILLINOIS

Del McCord, Village Administrator

ATTEST:

BECKHAM GUYTON ALBERS &
VIETS, INC.

Susan Arnold

Fred Walton
Fred Walton, Vice President
Partner