

A-8

MEMORANDUM

TO: Steve Jones, Village Manager
FROM: Kristen Schrader, Assistant to the Village Manager – ADM
Staci Hulseberg, Director of Planning and Development
Larry Noller, Acting Finance Director
DATE: November 2, 2010
RE: Downtown TIF Feasibility Study – Consultant Recommendation



Background

What is Tax Increment Financing?

Per the Illinois Tax Increment Association, Tax Increment Financing (TIF) is a tool provided to local governments to assist them in stimulating investments in areas which have difficulty attracting development or redevelopment. With this tool, local governments can make improvements to areas in need, and provide incentives to attract businesses or help existing businesses expand, without tapping into general funds or raising taxes.

How Does a TIF District Work?

A TIF District calls for local taxing bodies to make a joint investment in the development/redevelopment of an area, with the intent that any short term gains be reinvested and leveraged so that all the taxing bodies will receive larger financial gains in the future. When a TIF District is created, the value of the property in the area is established as the "base" amount. The property taxes paid on this base amount continue to go to the various taxing bodies as they always had. It is the growth of the value of the property over the base that generates the tax increment. This increment is collected for use by the local government to make additional investments in the TIF project area. This reinvestment generates additional growth in property value, which results in even more revenue growth for reinvestment. In this way, the TIF creates a critical cycle, increasing development and redevelopment in the area, such that when the TIF project ends, all of the taxing bodies as well as the general community benefit from the new growth.

TIF Eligibility

Illinois law specifies three sets of eligibility conditions to qualify for Tax Increment Financing: conservation condition, blighted condition and industrial park conservation condition. One of these three conditions must be met in order for an area to qualify for Tax Increment Financing. In addition to these eligibility conditions, local governments must also demonstrate that these physical and economic deficiencies would not improve without the assistance of a TIF District. This is known as the "But For" requirement: "but for" the public investment in the area, the area would not improve on its own.

The TIF Process

In order to determine if an area meets the TIF eligibility conditions, local governments conduct feasibility studies. Should it be determined through a feasibility study that an area is TIF

eligible, several additional steps follow in order to complete the designation of a TIF District. These steps include preparation of an eligibility report and redevelopment plan, in addition to adoption of the project and a housing impact statement. The overall process for the creation of a TIF District, starting with the TIF Feasibility Study, is at least 7 months, depending upon a number of factors including property tax assessment challenges.

Glen Ellyn's Proposed Downtown TIF District – Feasibility Study Proposals

As the Village anticipates that it will meet the conservation condition, as well as many designation factors related to the blighted condition, the Village decided to move forward with a TIF District Feasibility Study. To begin this process, the Village sent out a Request for Proposals (RFP) on July 1, 2010 seeking Consultant Services for a TIF District Feasibility Study. The area sought for designation as a TIF District is the majority of the Village's Central Business District (see attached map). Four proposals were received by the established deadline for these services and included:

<u>Firm</u>	<u>Proposal Cost for Feasibility Study</u>
Camiros	\$23,800
Ehlers	\$18,000
Kane McKenna	\$25,000
S. B. Friedman	\$18,882

A selection team comprised of Planning and Development Director Staci Hulseberg, Finance Director Jon Batek, Assistant Finance Director Larry Noller and Assistant to the Village Manager Kristen Schrader met to perform an initial review of the four submittals. This review included discussion on responsiveness to the RFP, each firm's methodology for project completion, qualifications of the firm/individual staff, experience of the firm/staff and cost for the firm's services. This initial review brought forward two firms whose proposals best matched the Village's needs for a feasibility study: Ehlers and Kane McKenna. Each of these firm's proposals, as well as firm/staff experience and qualifications, was generally of the same caliber. However, these two proposals came with a significant cost difference. While the cost difference between the firms for the feasibility study was approximately \$7,000, the overall cost difference to complete the designation of a TIF District, should the designated area be eligible, was approximately \$20,000. Ehlers' total cost for services was \$39,000 whereas Kane McKenna's cost was \$58,000.

As a result of this significant cost difference, the team moved forward with reference checks on Ehlers and Associates. The reference checks conducted were with municipalities that had worked with Ehlers on a TIF District Feasibility Study. These municipalities included Lemont, Mokena, Tinley Park and Wheeling. Each of these references had very positive feedback to provide on Ehlers and would be more than willing to work with Ehlers on future projects. Based

upon this, the Selection Team is pleased to announce its recommendation of Ehlers and Associates, Inc. to conduct the Village's TIF Feasibility Study.

Action Requested

This item will be presented to the Village Board via the non-consent agenda on November 8, 2010:

Ordinance No. _____, an Ordinance Approving an Agreement between the Village of Glen Ellyn and Ehlers and Associates, Inc. for Tax Increment Financing Consultant Services.

Recommendation

The Selection Team recommends approval of an agreement between the Village and Ehlers for Tax Increment Financing Consultant Services.

Attachments

- Supplemental Agenda Information
- Proposed TIF District Boundaries
- TIF District Consultant Services RFP
- ~~Ehlers' Proposal~~ *Not included*
- Proposed Ordinance
- Village Manager's Office Budget and Footnotes Pages
- Downtown Strategic Plan Excerpt (Chapter 10)

Supplemental Agenda Information Village of Glen Ellyn

Agenda Item Supplemented by Commentary

- Pros & Cons
- Strategic Action Goal
- X Downtown Strategic Plan Goal**
- Budget Impact/Return on Investment
- Process Improvement
- Green Initiative
- Communication Initiative
- Safety/Liability/Risk Assessment
- Comparable Community Info
- Other

Comments:

TIF and the Downtown Strategic Plan

The Downtown Strategic Plan (DSP), adopted in October 2009, creates a vision for the future of downtown Glen Ellyn. The DSP recommends an implementation plan as well as a variety of funding sources to pursue in order to fulfill this vision. One critical funding source recommended for consideration was the designation of the Central Business District as a TIF District. According to the DSP, the use of TIF should be considered because it serves a number of purposes:

- **Commitment.** A TIF signals to the development community that the Village is committed to reinvesting in the Downtown.
- **Public Policy Funding.** A TIF provides a source of funding to conduct basic activities such as the drafting and adoption of public policies, the drafting and establishment of design guidelines, and the identification and marketing of reinvestment properties.
- **Infrastructure Funding.** A TIF provides a source of funding for the design and construction of parking, parkland, and streetscaping facilities, and utilities.
- **Project Funding.** A TIF provides a source of funding for property assembly and site preparation.



VILLAGE OF GLEN ELLYN

REQUEST FOR PROPOSALS

**Tax Increment Financing Consultant Services
For the Creation of a TIF District**

July 1, 2010

Proposals Due:

August 1, 2010

10 A.M.

Office of the Village Clerk

Glen Ellyn Civic Center

535 Duane Street

Glen Ellyn, IL 60137

**VILLAGE OF GLEN ELLYN
REQUEST FOR PROPOSALS
Tax Increment Financing Consultant Services
For the Creation of a TIF District**

OVERVIEW

1. Request for Proposals

The Village of Glen Ellyn (hereinafter "Village"), located in DuPage County, Illinois, is seeking proposals from qualified firms to facilitate the planning and designation of a Tax Increment Financing (hereinafter "TIF") District, in accordance with Illinois Statute 65 ILCS 74.4 to promote the development and revitalization of the subject area. The Village intends to enter into a contract with a qualified and responsible firm for such services, and accordingly are furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Vendor") desiring to furnish a quotation for such purchase shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. Contract

It is the express intent of the Village to enter into a Consulting Services Agreement (hereinafter "Agreement") for the creation of a TIF District in the Village of Glen Ellyn.

3. Proposal Delivery Procedures

Sealed proposals shall be delivered to the Administrative Services Coordinator, at the Village of Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, IL 60137 by no later than 10:00 a.m. on August 1, 2010. Sealed envelopes should be clearly labeled, "Proposal to provide Tax Increment Financing Consultant Services," with the following information: Vendor's name and address; and date and time of opening. One copy of the proposal should be furnished, along with the \$15,000 security deposit in the form of a certified check, cashier's check, or bond, payable to the Village of Glen Ellyn. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village of Glen Ellyn at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept; unopened. A representative from the Administration Department, whose duty it will be to open the proposals, will announce when the specified time has arrived and no proposal received thereafter shall be considered. No responsibility shall be attached to the employee opening the proposals or the Village of Glen Ellyn for the premature or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Vendor's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted proposals shall not be accepted, nor will the Village transmit RFP documents to prospective Vendors by way of a facsimile machine.

4. Withdrawals; Declinations

A written request for the withdrawal of a proposal may be granted and security deposit returned if the request is received by the Administrative Services Coordinator prior to the specified time of opening. After the opening, the Vendor cannot withdraw or cancel its proposal for a period of sixty (60) calendar days, and such a proposal will be binding during that time.

5. Non-Acceptance of Proposals

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or has failed to faithfully perform any previous Agreement with the Village.

6. Proposal Opening Procedures

The opening of all proposals shall commence within a few minutes of the stated delivery date and time referred to in Section Three, in the Office of the Administrative Services Coordinator at 535 Duane Street, Glen Ellyn, IL 60137 and all the prices shall be publicly read. All potential Vendors and the public may attend the proposal opening. The Village shall then take all proposals under review. The Village will render a decision within sixty (60) days after the opening of proposals.

7. Competency of Vendors

The opening and reading or posting of proposals shall not be construed as the acceptance by the Village of the Vendors as being qualified, responsible candidates. The Village reserves the right to determine the competence and financial and operational capacity of any Vendor. Upon request of the Village, the Vendor shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the specifications herein. The Village shall unequivocally be the sole and final judge of such competency, and their decision shall be final and not subject to recourse by any person, firm or corporation.

8. Investigation by Potential Vendor

It shall be the responsibility of the Vendor to thoroughly read and understand the information,

instructions and specifications. Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Vendors' own risk. No plea of error or plea of ignorance by the Vendor of the conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Vendor to make the necessary examinations and investigations will be accepted as a basis for verifying the requirements of the Village. The Village will assume that submission of a proposal means that the Vendor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. Checklist of Submittals

The checklist of submittals is furnished only to help the Vendor ensure that a complete proposal is submitted. It is not a substitute for the careful reading of and response to all of the RFP documents.

10. Proposal Security

Each proposal shall be accompanied by a security deposit, which shall be in the form of a certified check or bank's cashier's check or surety bond in the amount of fifteen thousand dollars (\$15,000), made payable to the Village of Glen Ellyn. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that an Agreement has been established, the proposal security of the successful Vendor shall be forfeited to the Village in the event that the Vendor shall withdraw its proposal, or neglect or refuse to enter into a contract and submit the required bond, and the Vendor shall be liable for any damages the Village may thereby suffer.

11. Statement of Certification

The enclosed statement of certification must be signed and submitted in order for a proposal to be considered. It is necessary that this be done under oath; therefore this form must be notarized.

12. Rejection; Waiver

The Village reserves the right to reject any and all proposals; waive formalities, technical deficiencies and irregularities; negotiate for changes in price and specification; or otherwise solicit new proposals if some other manner of negotiation better serves its interests.

13. Award of Contract

At the option of the Village, the Contract will be awarded to the lowest, responsive and responsible Vendor whose proposal will be on an overall basis most advantageous to the Village. Price, conformance to specifications, and other performance factors will be considered as elements of a responsible proposal at the sole discretion of the Village.

BACKGROUND INFORMATION

1. Purpose of this Section

This section contains background information and is only provided as an orientation.

2. Description of the Village of Glen Ellyn

The Village of Glen Ellyn, is located approximately 25 miles due west of Chicago and has a population of 27,000. Glen Ellyn is an attractive and desirable suburban community noted for its quality residential neighborhoods, "small-town" atmosphere, historic downtown, and variety of public and institutional amenities. Glen Ellyn is primarily a single-family residential community. The downtown covers about 72 acres (.112 square miles), includes approximately 201 parcels, and contains two zoning districts, the C5A Central Business District Central Retail Core and the C5B Central Business District Central Service Subdistrict. The downtown is one of three commercial areas in the Village (the others include the Roosevelt Road corridor and the Stacy's Corners enclave). There are a number of historic buildings in the downtown as well as a handful of more recent developments. The downtown has recently experienced increased vacancy rates, which has resulted in a concern among some merchants, residents and elected officials about the health of the downtown. The Village's proposed TIF district is located within the Central Business District.

TIF will be used by the Village of Glen Ellyn to provide funds for public infrastructure and government financial incentives to private developers to stimulate investments in areas, which have difficulty attracting development. It is expected that the subject area will meet the criteria for a "conservation" or "blighted" area.

The creation of the TIF district begins with an eligibility study conducted to ascertain whether an area satisfied the criteria for TIF designation. If so, a redevelopment plan is developed in which the Village's plans for the proposed TIF districts are set forth. Together, the documents form the rationale for the creation of the TIF districts and the blueprint for the Village to pursue to improve the economic conditions within the community. The Village requests proposes from firms with a demonstrated experience in conducting eligibility studies, creating redevelopment projects and plans for proposed TIF areas or assisting in the review, analysis and facilitation of redevelopment projects.

The Village has already worked with Town Builders Studio on a Downtown Strategic Plan. The TIF study, eligibility study and redevelopment plan must work in conjunction with the Downtown Strategic Plan already created, incorporating its data, analysis, mapping and recommendations. Glen Ellyn's historic downtown consists of primarily commercial land uses with perimeter residential uses.

GENERAL CONDITIONS

1. Firm Qualifications

instructions and specifications. Vendors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Vendors' own risk. No plea of error or plea of ignorance by the Vendor of the conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Vendor to make the necessary examinations and investigations will be accepted as a basis for verifying the requirements of the Village. The Village will assume that submission of a proposal means that the Vendor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

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GENERAL CONDITIONS

1. Firm Qualifications

Consultants must demonstrate that they have responsible individuals capable of performing the class of work proposed.

2. Evaluation of Firms

The Village's evaluation team will assess the qualifications of each individual based on their proposals and, if necessary, interviews with personnel from prospective firms. This evaluation team will consist of assigned staff from the Planning and Development Department and Administration Department.

3. Evaluation Criteria

The evaluation committee will rate the proposals on a scale of 100, each of the criteria below being worth 20 points.

- a. Methodology for project completion
- b. Qualifications of the firm and individual staff assigned to the project
- c. Experience of firm and staff on similar projects
- d. Cost for services
- e. References

4. Project Timetable

Staff anticipates recommending consultant selection to the Village Board for approval no later than October 1, 2010. The consultant is expected to perform the initial eligibility study scope of work within a 60-day period from contract award or within an alternative time frame approved by staff. The consultant will then be required to provide a detailed timeline as to when the Eligibility Study will be completed. Furthermore, the subsequent timeline of key tasks up to and including adoption of ordinances necessary to establish the redevelopment project areas and adopt tax increment financing.

SCOPE OF SERVICES

1. Review of potential TIF qualifies factors and documentation of TIF qualification factor file. Recommend boundaries for TIF District in accordance with TIF statutory requirements. The areas of study are outlined in the attachment affixed hereto of the Village of Glen Ellyn proposed downtown TIF District. The area designated as the proposed downtown TIF district will require a housing study relocation plan as part of the proposed scope of services. The village is asking for a detailed time line and cost associated with this additional work.
2. Investigate desirability and feasibility as well as timing implications of utilizing TIF or other appropriate economic development incentives and funding for projects. Confirm rationale regarding basis for using TIF.
3. Identify and recommend the most economical TIF or public financing strategies and or

complimentary alternatives to TIF. Prepare estimates of potential tax increment revenues and supportable public debt. Review costs associated with development/redevelopment. Prepare assessments of impact on affected taxing districts. Prepared TIF Eligibility Reports, TIF Redevelopment Plans and Projects, and applicable housing studies in accordance with all statutory definitions, conditions and requirements. Provide file documentation to assure proper support of eligibility findings.

Participate in required public meetings, public hearings, and Joint Review Board meetings and assist in adhering to proper notice requirements. The consultant will include the cost of collecting all residential addressed within 750' of the boundary of the final TIF designated study area and the cost of preparing and mailing all notice requirements including notices transmitted by mail or published in a newspaper of general circulation. Also be available to meet with other interested and affected parties including property owners, overlapping taxing jurisdictions, etc. Prepare draft ordinances and resolutions to Village with designation process.

GENERAL REQUIREMENTS

1. Proposal Package

It is intended that the specifications as appropriate, shall become part of a written and signed Agreement with the successful Vendor.

The following material should be included in your proposal:

- a. Cover Letter, stating interest and signed by a person authorizing to bind the consultant firm.
- b. Statement of project understanding and time sensitivity.
- c. Outline and timeline for completing the scope of work.
- d. The consultant must provide a "not to exceed" professional service fee for completing the scope of the work for the proposed TIF District. The fee should represent the amount of work to be undertaken for this project and should be broken down by each task. The consultant must provide a list of their firms' hourly rate for all employees who will be assigned to the project. In addition, all professional service fees and reimbursable expenses must be included as a not-to-exceed amount for completing the work assigned.
- e. Background on staff to be assigned to this project to include projected number of hours with an hourly rate.
- f. Background on firm.
- g. Financial stability and Insurance: Respondent must be able to demonstrate proof of insurance and financial stability to ensure performance over the duration of the contract.
- h. References; list of communities (include contact person and telephone number) who used your services for preparing a Tax Increment Financing Eligibility Study and Redevelopment Project and Plan).

ADDITIONAL REQUIREMENTS

1. Prevailing Wage

When required by Illinois State Statutes or otherwise specified herein, not less than the Prevailing Rate of Wages as found by the Illinois Department of Labor or determined by court of review shall be paid to laborers, workman and mechanics performing work under this contract. Prevailing wage information may be obtained on the Internet by accessing the Illinois Department of Labor website at www.state.il.us/agency/IDOU.

2. Indemnification

The vendor must defend, indemnify, keep and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees from and against any and all losses. "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments, and expenses, claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts, or omissions of the Vendor, its employees and agents. The Village of Glen Ellyn reserves the right to accept or reject any and all proposals and waive technicalities.

3. Bid/RFP Rejection

The Village of Glen Ellyn reserves the right to reject all bids/RFPs at any time, for any reason, including but not limited to the Village Board of Trustees not appropriating sufficient funds to purchase equipment or services or complete the contract.

ADDITIONAL SPECIFICATIONS

1. Compliance with Applicable Laws, Ordinances, and Regulations

The Vendor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations governing during the term of this Agreement. It is agreed between the parties hereto that any significant fees, taxes, surcharges, assessments or any other cost of doing its business levied, assessed, or charged to the Vendor by any Federal, State or local authority after the effective date of the Agreement shall be added to the fees and expenses due Vendor under this Agreement.

2. Taxes, Licenses, Permits, and Certificates

The Vendor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Vendor in connection with the Vendor's facilities and the work included in this contract. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

3. Independent Vendor

The Vendor shall be deemed to be an independent Vendor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

4. Equal Employment Opportunity/Anti-Sexual Harassment Policy

During the term of this Agreement, the Vendor shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The Vendor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

5. Non-assignment

The Vendor shall not assign or subcontract this Agreement or the work thereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but the Vendor may perform its obligations thereunder through its subsidiaries or divisions. Such assignment shall not relieve the Vendor from its obligations or change the terms of this contract.

6. Insurance

The Vendor shall carry all insurance coverage required by law or which would normally be expected for the business. In addition, the Vendor shall carry, at its own expense, at least the following insurance coverage for five years from date to the contract:

General Liability Insurance:

Bodily injury, with limits of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

The Village shall receive written notice of cancellation or reduction in coverage of any Insurance policy not less than 30 days prior to the effective date of cancellation or reduction. The Vendor will be responsible for obtaining new insurance coverage in this event.

7. Indemnity

The Vendor shall indemnify, defend, save, and hold harmless the Village, individually and collectively, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in connection with, or pursuant to this Agreement, caused by the operations of the Vendor,

its agents, retailers, employees, or any sub-vendors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Vendor or sub-vendor.

The Vendor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the Village in any such action, the Vendor shall, at its own expense, satisfy and discharge same.

The Vendor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village, and to pay expenses and damages as herein provided.

The Vendor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the Village, its agents, or employees.

8. Notifications

Official notifications, whenever required for any purpose under this contract, shall be made in writing and addressed to the Village of Glen Ellyn as follows:

Village of Glen Ellyn
Village Manager's Office
535 Duane Street
Glen Ellyn, IL 60137
(630) 469-5000

If to the Vendor: (to be filled in when the contract award is made)

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

9. Law to Govern and Venue

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be DuPage County, Illinois. Any references to laws in these specifications shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Agreement shall not affect the validity of the remaining portion of this contract so long as the material purposes of this Agreement can be determined and effectuated.

10. Successors and Assigns

This Agreement shall be binding upon the parties, their successors and assigns.

11. Number of Copies

This contract may be executed in any number of photocopied counterparts, all of which shall be considered an original for all purposes.

12. Right to Require Performance

The failure of the Village at any time to require performance by the Vendor of any specifications in this Agreement shall in no way affect the right of the Village hereafter to enforce same. Nor shall waiver by the Village of any breach of specifications in this Agreement be taken or held to be a waiver of any succeeding breach of such specifications in this Agreement, nor be taken or held to be a waiver of any specification itself.

13. Most Favored Nation Status

The Vendor shall furnish to the Village copies of all exclusive license awards (whether by bid or otherwise) and all amendments thereto relating to Contracts and Agreements granted to it by any municipality in Cook, Kane, McHenry, DuPage and Will Counties, Illinois, promptly after award of such Contracts or Agreements to the Vendor. Thereafter, from time to time in its sole discretion, the Village may determine that such Contracts (Agreements) or amendments related thereto contain terms and conditions that are more favorable to the Village than the terms and conditions contained in this Agreement, and the Village may elect, by written notice to the Vendor, to adopt the provisions of such other Contracts (Agreements) or amendments related thereto in whole but not in part. As soon as practicable after the giving of such notice by the Village, the Vendor shall prepare such amendments to this Agreement as may be necessary to facilitate such modification in this Agreement.

14. Data Collection and Reporting

All reports, data and information, once supplied to the Village shall become the property of the Village.

15. Bankruptcy

If the Village shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by the Vendor or if proceedings in bankruptcy shall be instituted against the Vendor, or if the Vendor shall be adjudged bankrupt or a receiver

of any property of the Vendor shall be appointed in any suit or proceedings brought by or against the Vendor, or if the Vendor shall make an assignment for the benefit of creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the Village, immediately cease, determine and be forfeited and canceled. The Vendor warrants to list the Village as a creditor in any bankruptcy filing.

16. Litigation

In the event that litigation should be filed against the Village which contests the right of the Village to award the limited exclusive Vendor status granted herein, the Vendor shall pay all legal fees and other costs incurred by the Village in defending the terms of this Agreement. If a trial court should hold that the granting of this limited exclusive right was improper, either party may elect to terminate this Agreement upon at least 60 days prior written notice. Provided, however, that the termination of the Agreement shall not end the obligation of the Vendor to pay the legal fees and costs of the Village so long as such litigation is continued by any party.

17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

18. Payment for Services

The Vendor shall receive payment for all services described in this section.

The Vendor shall provide quotations for the type of carts requested. The quotes shall be structured based on the actual purchase price of a cart plus a Vendor mark-up. The price of a cart may be periodically, but not less than annually, adjusted for cost changes.

CHECKLIST OF SUBMITTALS

Appendix.
Description

1. **Statement of Certification – Appendix 1**
2. **Proposal Security Deposit (\$15,000)**
3. **Qualification Statement – Appendix 2**
4. **Attachments**
5. **EEO Policy Statement**
6. **Proof of Insurance**

APPENDIX 1

CERTIFICATION

The undersigned, being an authorized representative of the Vendor, hereby certifies that the Vendor is not barred from submitting a proposal for this contract as a result of a violation of either Section 5/33E-3 or Section 5/33E-4 of Chapter 38 of the Illinois Compiled Statutes concerning bid rigging, rotating, kickbacks, bribery, and interference with public contracts.

The undersigned hereby also certifies that the Vendor has adopted an anti-sexual harassment policy in accordance with the Illinois Human Rights Act, as amended.

The undersigned hereby also certifies that the Vendor shall comply with all local state, and federal safety standards.

The undersigned hereby also certifies that the Vendor is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Vendor has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Vendor or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Vendor, or to secure any advantage against any other Vendor or any person interested in the proposed contract.

Dated at

this _____ day of _____, 2010

By: _____
(signature)

Its: _____
(title)

being duly Sworn, deposes and says that he/she is the _____ of _____ and that the statement above is true and correct.

Subscribed and Sworn before me this _____ day of _____, 2010

Notary public: _____

My commission expires: _____

Appendix 2

VENDOR QUALIFICATION STATEMENT

Name of Business: _____

Business Address: _____

Mailing Address: _____

Business No. _____ Emergency No. _____ Fax No. _____

Ownership: _____

Individual: _____ Partnership: _____ Corporation: _____

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers	Title	Residence Address	Phone No.

Days of Operation: _____ Business Hours: _____

Number of Employees: _____

Supervisors: _____ Office Personnel: _____

Qualification Statement (cont'd).

1. How many years has your organization been in business?

2. How many years has your organization been in business under its present business name?

3. Under what other or former names has your organization operated?

4. If a corporation, answer the following: (If a division/subsidiary is submitting a proposal, items a-f apply to the parent corporation).
 - a. Date of incorporation: _____
 - b. State of incorporation: _____
 - c. President's name: _____
 - d. Vice President's name: _____
 - e. Secretary's name: _____
 - f. Treasurer's name: _____
 - g. Division President or General Manager's name (if applicable): _____

5. List states and categories in which your organization is legally qualified to do business.

6. List states in which partnership or trade name is filed:

7. List at least two bank references:

8. List name(s) of Insurance Company and name and address of agent(s):

The undersigned certifies under oath to the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name of Firm:

Address:

Telephone No.:

Dated at: _____ this ____ day of _____, 2010.

Village of Glen Ellyn

Ordinance No. _____

**An Ordinance Approving an Agreement between
the Village of Glen Ellyn and Ehlers and Associates, Inc.
for Tax Increment Financing Consultant Services**

**Adopted by the
President and the Board of Trustees
of the Village of Glen Ellyn
DuPage County, Illinois
This ____ Day of _____, 2010.**

**Published in pamphlet form by the authority of the
President and Board of Trustees of the Village of
Glen Ellyn, DuPage County, Illinois,
this ____ day of _____, 2010.**

Ordinance No. _____

**An Ordinance Approving an Agreement between
the Village of Glen Ellyn and Ehlers and Associates, Inc.
for Tax Increment Financing Consultant Services**

Whereas, the President and Board of Trustees of the Village of Glen Ellyn have determined that it is in the best interest of the Village to consider a Tax Increment Financing District in the Central Business District; and

Whereas, the Village sent out a Request for Proposals to qualified consultants to complete a Tax Increment Financing District Feasibility Study to determine if such a district could be established; and

Whereas, a total of four (4) proposals were received by the established deadline; and

Whereas, a Selection Team was created to review the submitted proposals and included the Administration, Finance and Planning and Development Departments; and

Whereas, the Selection Team indicated a preference for the company known as Ehlers and Associates, Inc.; and

Whereas, this preference was based upon methodology for project completion, qualifications of the firm and individual staff assigned to the project, experience of the firm and staff on similar projects, cost for services and references; and

Whereas, the Village of Glen Ellyn has heretofore budgeted an amount in the Fiscal Year 2010/2011 budget in Account No. 121200-521055 (Professional Services/Other) for professional consultation in connection with the Tax Increment Financing District Feasibility Study and it is anticipated that additional funds for the project will be set aside in the Fiscal Year 2011/2012 budget to allow for the designation of a Tax Increment Financing District should it be determined that such a district can be established.

Now Therefore be it Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: That the findings of fact set forth hereinabove are hereby adopted as the findings of the President and Board of Trustees of the Village of Glen Ellyn.

Section Two: That the agreement with Ehlers and Associates, Inc. for professional services, pursuant to the copy thereof attached hereto as Exhibit "A", is hereby approved in an amount not to exceed \$18,000.

Section Three: That the President and Village Clerk are hereby authorized and directed to enter into said agreement on behalf of the Village of Glen Ellyn and to do all things necessary to carry out the terms of said agreement.

Section Four: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this day of _____, 2010.

Ayes:

Nays:

Absent:

Abstentions:

Approved by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 2010.

Attest:

**Village President of the
Village of Glen Ellyn, Illinois**

**Village Clerk of the
Village of Glen Ellyn, Illinois**

A

Agreement

This proposal is respectfully submitted by authorized representatives of Ehlers & Associates, Inc.:



Bradford J. Townsend
Executive Vice President / Financial Advisor



Maureen Barry
Financial Advisor

The Village of Glen Ellyn, Illinois hereby accepts the above Proposal for Tax Increment Financing Consulting Services regarding a Feasibility Analysis of a TIF District (Phase I only) by its authorized officers, this ____ day of _____, 2010.

Attest: _____ By: _____

Please send a copy of the agreement page with original signature to:

Ehlers & Associates, Inc.
550 Warrenville Road, Ste. 220
Lisle, Illinois 60532

GENERAL FUND
VILLAGE MANAGER'S OFFICE
(121200)



Village of Glen Ellyn
FY 2010/11 Budget

<u>Object Code</u>	<u>Account Description</u>	<u>FY07/08 Actual</u>	<u>FY08/09 Actual</u>	<u>Revised FY09/10 Budget</u>	<u>FY09/10 Estimated Actual</u>	<u>FY10/11 Budget</u>	
Personnel Services							
510100	Salaries - FT	\$ 408,398	\$ 569,108	\$ 447,000	\$ 377,000	\$ 364,000	1
510120	Salaries - PT	-	-	102,000	89,000	97,000	1
510160	Exceptional Performance Awards	-	-	-	-	-	2
510200	Overtime	145	-	-	-	-	
510400	FICA	26,786	41,260	39,100	33,400	30,000	
510500	IMRF	12,286	30,525	39,800	30,700	40,300	
	Subtotal	<u>447,615</u>	<u>640,893</u>	<u>627,900</u>	<u>530,100</u>	<u>531,300</u>	
Contractual Services							
520305	Recognition / Awards	-	-	-	500	6,500	3
520515	Citizen Corps/Milton Twmsp	-	7,000	-	-	-	
520600	Dues / Subscriptions	3,739	12,445	7,400	7,400	5,100	4
520615	Recruiting and Testing	-	9,535	15,000	9,000	15,000	5
520620	Employee Education	903	1,068	1,000	1,000	5,500	6
520625	Travel	71	2,099	500	500	4,000	
520700	Professional Services / Legal	-	-	125,000	250,000	200,000	7
520905	Printing	-	414	-	-	-	
520975	Maintenance / Equipment	-	-	8,000	13,000	14,000	8
*521055	Professional Services / Other	842	10,457	32,699	32,700	17,500	9
521195	Telecommunications	-	249	500	500	500	
590600	IFT / Health Insurance	26,400	46,820	44,500	36,000	35,900	
590610	IFT / Insurance - General	1,800	2,000	2,900	2,900	5,600	
590650	IFT / Equipment Service (O&M)	2,100	1,900	-	-	-	
590655	IFT / Equipment Service (Replace)	4,400	4,400	-	-	-	
	Subtotal	<u>40,255</u>	<u>98,387</u>	<u>237,499</u>	<u>353,500</u>	<u>309,600</u>	
Commodities							
530100	Office Supplies	4,589	5,578	7,000	6,000	7,000	
	Subtotal	<u>4,589</u>	<u>5,578</u>	<u>7,000</u>	<u>6,000</u>	<u>7,000</u>	
TOTAL EXPENDITURES		<u>\$ 492,459</u>	<u>\$ 744,858</u>	<u>\$ 872,399</u>	<u>\$ 889,600</u>	<u>\$ 847,900</u>	

**BUDGET FOOTNOTES
VILLAGE MANAGER'S OFFICE – FY 10/11**

5. **Recruiting and Testing: (\$15,000)** These costs were reassigned to the Village Manager's Office budget from the Finance Department in FY 09/10 to more accurately reflect the Department which has primary oversight over these expenditures.

6. **Employee Education:**

	<u>FY09/10</u>	<u>FY10/11</u>
ICMA Conference	0	1,000
ILCMA Conferences – Summer, Winter	0	500
Catalyst Training	0	3,000
Miscellaneous Employee Education	<u>1,000</u>	<u>1,000</u>
TOTAL	<u>\$1,000</u>	<u>\$5,500</u>

7. **Professional Services / Legal: (\$200,000)** These expenditures represent general counsel fees provided by the consultant Village Attorney as they pertain to General Fund matters. Additional attorney fees (e.g. prosecutorial, special projects) are budgeted in the departments/funds incurring the expense. This expenditure previously was accounted for in the General Services Fund and has been moved to reflect the Department that has primary oversight of these expenditures.

8. **Maintenance / Equipment: (\$14,000)** This item pays for maintenance agreements and copier supplies for Civic Center second floor high-volume copiers. These previously were paid for out of the General Services Fund.

 9. **Professional Services / Other: (\$17,500)** Includes funding to perform a consultant study of our building and development procedures and processes with the objective of maximizing efficiency and our responsiveness to the needs of the development community.

Sources of Funds

Identifying funding sources for the reinvestment projects and initiatives in Downtown Glen Ellyn will be critical to realizing the vision. Organized partnerships and solid financial commitment levels are signals to the development community that the Village's elected and appointed officials are serious about reinvesting in Downtown Glen Ellyn. Although not exhaustive, this chapter identifies potential funding sources for various projects and initiatives.

Filling in the Gap (Incentives)

Larger-scale redevelopment projects may require funding tools from various sources to help make the project financially viable if there is a gap between private developer debt and equity, and the costs related to designing and constructing a redevelopment project. Glen Ellyn Train Station reconstruction, Downtown parking structures, and new developments on Village-owned property will likely involve multiple-party financing, including a cost share by the Village and potentially private developers.

Due to the complexity and diversity of issues typically involved in redevelopment projects, (environmental, transportation, infrastructure, land acquisition and assembly, building demolition and/or rehabilitation, and business recruitment), a municipality needs a number of resources to help address the varying aspects of a redevelopment project. Municipalities across the country have demonstrated that locally-controlled economic development tools are critical components to the redevelopment process. Local funding sources such as Tax Increment Financing (TIF), Special Service Areas (SSAs), property tax abatements, and land acquisitions and/or write-downs, empower municipalities to guide redevelopment and provide timely assistance, which is critical to making today's development projects a reality.

The Village must recognize that many of the infrastructure, parking, and transit improvements will not be realized without the support of the Village's business and residential community. It is highly recommended that the Village build upon the public participation efforts established during the Downtown Strategic Plan process, and communicate how the proposed projects and initiatives will be critical in maintaining and enhancing the character and vitality of the Downtown. In addition, approaching Downtown reinvestment with a set of short-, medium-, and long-term phasing strategies, and utilizing a combination of public and private sector funding sources, are the means necessary to make the Downtown Strategic Plan a reality.

Redevelopment Tools

Development incentives will play a critical role in helping the Village create a healthy and vibrant Downtown, and financing tools will be necessary to encourage private investment.

Local, State, and Federal tools are available to assist the Village of Glen Ellyn in implementing the plan over multiple phases of reinvestment. The Village is encouraged to begin the process of pursuing a commitment from these funding sources soon after the adoption of this plan.

- Economic Development Tools. Incentive and loan programs that provide direct support for development projects or specific businesses.
- Technical Assistance Tools. Grant programs to cover costs for planning, economic analysis, and development advisory services.
- Transportation Tools. Funding for road, bridge, rail, mass transit, and other infrastructure programs.
- Park and Recreation Tools. Programs designed for open space and trail improvements.
- Brownfield Tools. Programs designed for environmental remediation and brownfield redevelopment.



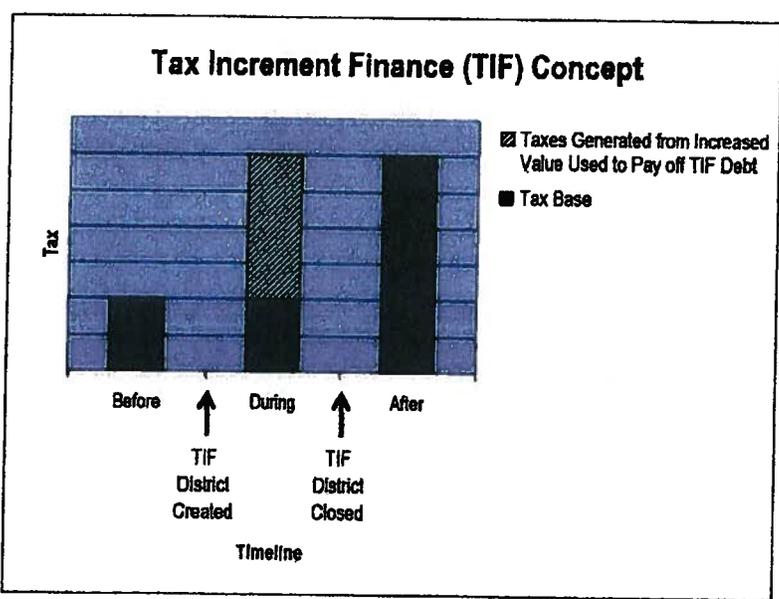


Tax Increment Financing (TIF)

The use of TIF should be analyzed because it serves a number of purposes related to the Downtown Strategic Plan:

- **Commitment.** A TIF signals to the development community that the Village is committed to reinvesting in the Downtown.
- **Public Policy Funding.** A TIF provides a source of funding to conduct basic activities such as the drafting and adoption of public policies, the drafting and establishment of design guidelines, and the identification and marketing of reinvestment properties.
- **Infrastructure Funding.** A TIF provides a source of funding for the design and construction of parking, parkland, and streetscaping facilities, and utilities.
- **Project Funding.** A TIF provides a source of funding for property assembly and site preparation.

A TIF captures all new property tax revenues within a previously-specified area and reinvests the revenues back into the district for a period of up to 23 years. When a TIF is established, the total value of all property in the district is identified as the Base Equalized Assessed Value (Base EAV). The property taxes generated by the Base EAV within the district are distributed to all taxing entities on a prorated basis as it exists today. The property taxes generated by the new value above the Base EAV (Increment) are deposited into the municipality's TIF fund. The Increment occurs as a result of private investment new development, the rehabilitation of existing buildings, and growth in property values through property revaluation. When the TIF is closed, the property taxes generated by the Increment are distributed to all taxing entities on a prorated basis in accordance with TIF procedures.



When a TIF District is created, the governing body borrows money to pay for development-related improvements, such as new water and sanitary sewer mains, and private developers build new buildings. The value of the properties with new buildings increase in value. The increased taxes that result from the increased value will help pay off the TIF debt. Once the debt is paid off, the TIF District is closed and the tax that once was used to pay off the TIF debt is now distributed to the underlying taxing districts according to their tax rates.

Figure 65: Tax Increment Finance Concept
Source: Town Builder Studios.

¹ A majority of the Village Board was not in favor of the South Downtown Greenway project at the time of plan adoption; therefore, further discussion of this concept is recommended prior to commencing any studies or engineering analysis for this project.